



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

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Tuesday, July 23, 2013

**5:30 PM – Special Meeting
American River Community Room North**

AGENDA

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Council Members McGarvey, Sander, Skoglund, Terry and Mayor Budge.

2. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 3.1 **Subject:** A Resolution of the City Council of the City of Rancho Cordova of Intention to Transfer Delinquent Refuse Service Charges to the Property Tax Rolls and Set a Public Hearing for the Same.

Recommendation:

1. Authorize the Mayor to approve the attached Resolution of Intention No. 97-2013 to transfer delinquent refuse service charges to the tax bills for Fiscal Year 2013-2014.
2. Set a Public Hearing for August 19, 2013, 5:30 pm in the City Council Chambers.

Result of Recommended Action: This action will begin the process to allow delinquent refuse service charges to be collected on the property tax rolls and sets a Public Hearing for the same.

Staff Report: Donna Silva, Finance Director and Michelle Mingay, Sr. Finance Analyst.

Advances Goals: 5.

4. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 4.1 **Subject:** Resolution Approving and Adopting a Revised 2013-14 Community Development Block Grant Action Plan.

Recommendation: Approve Resolution No. 95-2013.

Result of Recommended Action: City Manager will submit the revised 2013-14 Community Development Block Grant Action Plan to HUD and will direct staff to make any technical modifications deemed necessary.

Staff Report: Dana Grossi, Housing Services Division.

Advances Goals: 1, 2, 5, 6.

5. SPECIAL MEETING ITEMS

- 5.1 **Subject:** Disposition and Development Agreement with Mercy Housing and Approval of Permanent Loan Funds and Site Control for Phase 1 of the Mather Veterans' Village Affordable Housing Development for Homeless and Disabled Veterans.

Recommendation: Adopt Resolution No. 96-2013, authorizing the City Manager to execute the Disposition and Development Agreement (DDA) and related instruments with Mercy Housing, a California 501c3 not-for-profit corporation ("Developer") and approving a permanent loan for Mather Veterans' Village.

Result of Recommended Action: Adoption of this resolution will provide the City Manager authorization to execute the DDA and related instruments with Developer for Phase 1 of Mather Veterans' Village, an affordable housing development for homeless and disabled veterans. It will also authorize the commitment of funds in the form of a permanent, deferred loan for development costs and provide for site control necessary for Mercy Housing to prepare a competitive Tax Credit application for project gap funding.

Staff Report: Reed Flory, Housing Division.

Advances Goals: 1, 2, 3, 5, 6.

6. WORK SESSION ITEMS

- 6.1 **Subject:** 2013 Housing Element Update Submittal.
- 6.2 **Subject:** Review of Draft City Open Space Guidelines.

7. ADJOURNMENT

ADDITIONAL INFORMATION

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

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Tuesday, July 23, 2013 Special Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, July 18, 2013 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 website at www.cityofranchocordova.org.

Signed Thursday, July 18, 2013 at Rancho Cordova, California.


Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: July 23, 2013

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director
Michelle Mingay, Sr. Finance Analyst

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA OF INTENTION TO TRANSFER DELINQUENT REFUSE SERVICE CHARGES TO THE PROPERTY TAX ROLLS AND TO SET A PUBLIC HEARING FOR THE SAME

RECOMMENDATION

1. Authorize the Mayor to approve the attached Resolution of Intention No. 97-2013 to transfer delinquent refuse service charges to the tax bills for Fiscal Year 2013-2014.
2. Set a Public Hearing for August 19, 2013 5:30 pm in the City Council Chambers.

RESULT OF RECOMMENDED ACTION

This action will begin the process to allow delinquent refuse service charges to be collected on the property tax rolls and sets a Public Hearing for the same.

BACKGROUND

The City Code allows for the property tax rolls to be utilized for collecting delinquent charges.

Due to the additional cost involved in collection, an additional fee of ten percent (10%) will be added as a penalty to cover the administrative costs.

As of July 17, 2013 the total number of accounts identified to transfer delinquent charges to the tax roll is 625, for a total amount of \$191,555.

In order to proceed with the levy of assessments, it is requested that Council adopt **Resolution No. 97-2013** A Resolution of Intent of The City Council of The City of Rancho Cordova to Transfer Delinquent Refuse Service Charges to the Tax Bill. Approval of this resolution also sets August 19, 2013 at 5:30 p.m. as the date and time for a public hearing on the issue. Notice of the public hearing will be given by publication at least 10 days prior.

ATTACHMENTS

1. Resolution No. 97-2013.
2. 2013/2014 draft Levy Report at 7/17/13.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 97-2013

**A RESOLUTION OF INTENTION OF THE CITY COUNCIL
OF THE CITY OF RANCHO CORDOVA TO TRANSFER DELINQUENT REFUSE SERVICE
CHARGES TO THE PROPERTY TAX ROLLS**

WHEREAS, in 2004 the City of Rancho Cordova executed a Collection Services Contract with Allied Waste Services (Allied) for the provision of residential solid waste collection and recycling services on behalf of the City; and

WHEREAS, in 2011 the City of Rancho Cordova executed a five year contract extension with Allied for the provision of residential solid waste collection and recycling services; and

WHEREAS, the Collection Services Contract requires Allied to bill residential solid waste accounts for garbage and recycling services; and

WHEREAS, pursuant to Government Code sections 38790.1 and 25831, the City may assist Allied in collection of past due accounts; and

WHEREAS, the property tax collection process has been used, by both the City of Rancho Cordova AND County of Sacramento, for many years to collect delinquent utility charges.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that it is the opinion of the Council that the public interest and convenience require and that it is the intention of this Council to order delinquent refuse charges and late penalties collected on the tax roll at the time and in the manner as the general tax levy for County purposes; and

BE IT FURTHER RESOLVED that this Council hereby gives notice that it sets August 19, 2013 at the hour of 5:30 PM in the Council Chambers located at 2729 Prospect Park Drive in the City of Rancho Cordova, California as the time and place for any and all persons having objections to the proposed collection of delinquent refuse charges and late penalty on the tax roll may appear before the Council and show cause why the proposed action herein described should not be carried out in accordance with this Resolution; and

BE IT FURTHER RESOLVED that this Council hereby gives notice that any owner of property liable to be assessed for a delinquent refuse charge may, at any time not later than the hour set for hearing objections to the proposed collection of such delinquent charges on the tax roll, make and file with the City Clerk a written protest against the proposed action herein described and/or against the amount of such charges; and

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published twice in the Grapevine Independent, a newspaper published and circulated in the City of Rancho Cordova, which said newspaper is hereby designated for that purpose.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2013 by the following vote:

ATTACHMENT 1**AYES:****NOES:****ABSENT:****ABSTAIN:**

Linda Budge, Mayor**ATTEST:**

Mindy Cuppy, City Clerk

Account #	Parcel Number	Billing Name	ATTN	Street #
221850	06804510110000	BERNIE P J DALANAN		3552
641646	06801010030000	CANDACE ALPERT		11150
136109	05701040120000	ANNE H MATTHEWS		2541
210268	06803500150000	SUDESH KUMAR		3308
34013	07700740040000	ISMAEL AGUILAR		3062
6340	05803120130000	MARLENE STEVENSON		10999
19575	06803700300000	MARCELL ALADO		9947
597322	07222100640000	CHRISTOPHER BUDGE		10729
20343	05603930030000	VICTORIA AUGUSTON		11068
593879	07222100250000	MORGAN MITCHELL		10852
7325	07701660390000	DIANE THOMAS		10147
7969	07201310190000	JOAN M MASSEY		1241
12398	07506800380000	KENN SHOJI		10020
12619	07703700960000	STACEY JAASKELA		3419
22334	07601530120000	JAMES C KUPPENBENDER		6348
119029	05601350020000	RERDSODSAI WARAIORN		2047
252846	07702700470000	LISA ANN ALEXANDER		10290
10956	06803700710000	JOHN YOUNG		3605
25736	06707200740000	IRVIN R JACKSON JR		5329
563523	05804000470000	ERNESTO VELAZQUEZ		11232
25211	06804200220000	JEFFREY P KARDOKUS		9992
567958	05702010030000	ANGELA T SALDIVIA		2610
239078	07700610010000	TRUST OF HENDRIX		3243
19529	06803700280000	AARON ASTLE		9909
23254	06708400760000	GEORGIA ISRAEL		12337
24363	07702600500000	HARINDER HANSRAI		10243
25897	07702800240000	STEPHEN W & JOAN M MASSEY		2909
27203	06704500350000	CARL COONEY		
28099	06801340010000	JAMES B THOMAS		3423
29111	07700730040000	NICHOLAS ALDERS		10418
34470	05700740070000	MICHAEL HUFFSTUTLER		10558
36235	05802160130000	SONA MINASYAN		10710
40064	05702010110000	DEEPAK PRAKASH & MOREEN PRASAD		2716
40746	06804200540000	FEDERAL NATL MTG ASSN		3304
148890	06705400660000	GARRETT GATEWOOD		4067
166838	07213500090000	WILLIAM G GONZALES		3409
209817	06706300420000	MYRNA MAPA		4391
210302	05602500110000	JOSE M LOPEZ		5251
539006	05803200090000	STEPHEN DEAN		2215
544234	05803400010000	DARLENE MILLER		210
116633	05601230050000	DAVID D DAY		2128
91916	07702500260000	JOHN G LELES		8857
76430	05801140140000	CRAYTON MILTON		2508
604491	07602430010000	MONICA TANBERG		2400
25285	07602340130000	SANDRA KAY ANDERSON		215
28708	05800410030000	JOSHUA R PRUITT		10809
113721	06705600320000	JOHN ELKINS		4439
114161	05600810100000	W MONSON & JENIFER BECKER		10473
140288	05701720160000	GLEN T YOSHIZAWA		2605
349469	05602800060000	ARNULFO SOLIS		11243
535680	06804350140000	SHARON JACKSON		9825
27096	05802210030000	LISA TRAVERS		10669

39977	06704500920000	GRACE MUNGATI		11773
144325	05702320130000	TRUST OF RIBIER		
10198	07213500460000	DEBRA DIANO		10794
201910	07201340250000	SAMUEL REED		2947
91858	07702500170000	ULYSSES HAMILTON	C/O D	10109
99003	07602420040000	SERGIO GOMEZ		10118
554458	07602340160000	SERGIO GOMEZ		10118
379694	06804340060000	PETER MCCARRY		9820
21381	06704400920000	HANH NGUYEN		3998
231333	07601550070000	CASTULO MA ROBLES		10213
387009	06803700580000	RICKIE S GRASSINGER		3412
148253	05703110160000	LORENTINA PONCE-GONZALEZ		2410
39433	06803650060000	SGK REAL ESTATE HOLDINGS LLC		
24464	06801430080000	FRANKLIN L CAI		3419
153533	05800750030000	ELIZABETH PEARCE		2316
221083	06804310240000	RANDALL L KNOWLES		9724
219757	06804350020000	DONACIANO CASTANEDA		9804
235052	07602040060000	TRUST OF DOLMAN		2721
41532	05604400040000	IANA NESTERUK		10628
23420	06708000220000	JONATHAN SHARP		4175
159517	06706600340000	JOSEANNA LIM		4098
163618	06706600040000	GURCHETAN SIDHU		4029
21163	06706800130000	THELMA CASH		5569
615159	07703240100000	JOSE GUTIERREZ		3312
22781	06708100380000	JASMINE ANDERSON		4063
124396	06706000470000	GLORIA HABAN		11750
67207	07701730080000	MILLIE PORTER		1100
5541	06708000910000	JOAN MCLAIN		12236
81539	06804380020000	TANYA MCNULTY		9789
41193	06705600880000	RAVENDEERA SOMAROUTHU		11726
613638	05604100100000	TRUST OF MULDROW		11137
32819	05801160060000	TERRY L MANOWN		2487
11500	07700620010000	DALE A & LORI A BUNNER		3231
5993	05800830130000	MATTHEW HOPPER		2244
3100609	05801140210000	DAVID KOLSHINKSI		10821
179762	06804740020000	VERONICA CHAVEZ		9857
185777	05801620060000	VERNON H WAGNER		2368
41818	06706900690000	MICHELLE SURACE		5121
8874	07701340120000	MATTHEW GARCIA		10370
7978	05702850140000	CHERYL KEITH		2442
556649	05604100390000	DRESDEN PARSONS		12155
28037	06801310010000	JUDY D MILBURN		
212142	07223900540000	DANIEL L FOSTER	C/O KYUNG LE	
7688	07600740060000	ALLIE MARKHAM		10320
503097	06804200210000	ASHOT SHIBOYAN		3301
12357	07703700190000	JAMES WILL AVERY		3488
222037	06804520130000	DANIEL RAMIREZ		3530
40918	06708600660000	RONALD DICKSON		12324
41364	06708400310000	DAVID M & REGINA L GALE		4130
228419	07601460020000	LAURA D ROGERS		
10636	07602410060000	LESANDRO LARA		2438
222818	06804720120000	SUSAN COX		9840
114779	05600940020000	SIMS J BURNETT	JUDY	2204
130807	07701520330000	CARLOTTA LEWIS		3149
119	07702310020000	LISA ZOLFARELLI		3133

34486	05801710060000	KARLEN NALBANDYAN		10717
38621	05800460060000	CAROL WILLIAMS		2601
1655	07224000420000	CAROLINA REBURIANO		11040
2890	05801220100000	JOHN MCCANTS		2212
10536	07229800240000	BRITTNEY WILSON		11071
12928	07229702350000	GINA HENDERSON		3166
21420	07229902410000	REBECCA MCNANY		1400
25112	06803420040000	MICHAEL GATUGUTA		3336
30058	05601320010000	VLAD SKOTS		10787
31406	06705500760000	RAY OLSSON		11759
31759	06708000270000	LAUREN MCKENDRY		4155
38137	05800310050000	PAMELA M GOLDEN		2624
91865	07702500180000	RENEE AN LU		10113
137325	05701450180000	J ALBERTO CHAVEZ		8500
142122	05701910060000	JOHN MCCANTS		2212
185375	05801450160000	IDA F STRINGFELLOW		2271
189894	05601160040000	MARY E MCCANTS		2212
219782	06804350060000	MICHAEL R ANDREW		9820
621811	05603500130000	NATHAN & VICTORIA		11184
636638	07601510210000	LAURA LI		2609
28752	06800740030000	ERIC WESTBROOK		3431
41529	05800730170000	ILEANA GONZALEZS		2320
13469	07600830160000	KEVIN XU	C/O TI	2420
1797	07203100360000	CHRIS GORMLEY		2961
23615	05802210210000	AUBREY JACOBSEN		10646
30170	05703130060000	TIFFANY AUBEL		2609
112807	05600720090000	TISHA PRICE		10484
142759	05702030180000	SUZANNE GOFF FOR MARK JOHNSON		2621
140835	05701840040000	TRENTON GLASS		2520
231410	07601610010000	TERRY M WHITE		600
231789	07601640250000	ANDREW J GEORGI		10201
445515	05800420060000	BRIAN KINDSVATER		10820
34943	07701030140000	ALBERT E GILDING JR		3028
137622	05701610050000	BRUCE C BUCKLE		2616
195412	06706100160000	ANGELA SLAUGHTER		4463
485014	07600520020000	JOHN GARCIA		2208
185940	05801630050000	STACEY ROSAS		2351
106092	05604000790000	BELGIN VANDERPLOEG		26431
115494	06706600470000	AHMAD RAHMAN		4104
28439	06801520150000	MAISHA L WEARY		3549
349880	05602700100000	WAYNE FLUKE		2222
209506	07203200240000	EVA M LUONG		2932
22085	06704501070000	ROBERT RIGGS		11775
40411	07601640360000	CAYMUS CAP RENTAL FUND I LLC		2613
41355	07703220020000	FEDERAL NATL MTG ASSN		3309
132817	05700810080000	BOB WAGG		10644
104508	05603850110000	HERSCHEL MEREDITH		11048
556300	06803480060000	LY VU		3366
137	06704900120000	JOSEPH DEMITRO		11800
23068	06706700280000	ELAINA FRANCK		620
34466	06706300150000	TISA KELLEY		4413
82421	07223900050000	REBECCA KRAMER		3351
10308	07201910180000	BRETT MYNSTED		10515
25552	06704900440000	DESIREE S DORANTES		4205
133802	05701010110000	MATTHEW D STACY		2537

580243	05804900280000	ARTHUR GRIJALVA		2305
620679	07220900750000	ARVIND VENAGOPAL		3212
568060	07203100030000	JACK HOFMANN		2957
40823	06705400530000	BANK OF AMERICA		4074
209330	07203100520000	ROBERT E ROSS		2952
3952	07229700700000	JOSH BALLARD		3158
1432	05701630180000	MATTHEW WARDLAW		9237
556663	07502430020000	BETTY KRAUS		2274
40030	07229902490000	BANK OF AMERICA		10862
156092	05801130060000	A&L PROPERTY MGMT	KENNI	3420
158998	06704800090000	CANDACE NUNEZ		4171
41065	07229902140000	BANK OF AMERICA		10905
17011	05601950100000	SENG KHAMTIVONG		2025
627945	07223700060000	LINDA HERNANDEZ		3521
398355	07201540060000	KENNETH BROWN		2949
23403	06706000300000	TAPAS BISWAS		4257
30871	05801310330000	VALDA S JARAMILLO		10925
40825	06801350140000	29 SAC INCU LP		10088
28948	05702030190000	LOUISE BENSON		2617
7610	05801910110000	RAYMOND HERRERA		
8050	06804800580000	ERIC STEVENS	C/O G	9947
12234	05700820160000	CHRISTOPHER TAYLOR		1871
19577	06803620030000	ERIC E ATKINSON		3528
19686	06801530090000	DANIEL OCAMPO		3536
30081	05702030010000	CYNTHIA BLUST		2600
30178	06707300160000	JING LIU		12011
37921	05603100070000	PAUL SALTSMAN/MONICA CAMILLERI		2216
44177	07506900380000	JENNIFER NOBLE		
113986	06705501160000	HERMILINA SANNADAN		
116386	05601130040000	JOHN MCCANTS		2118
121269	06704500620000	STASI DIAVATIS		11774
203752	06705200400000	RONALD SALMOND		4412
238615	07602700070000	PATRICIA M SMITH		
612733	07703100160000	SHAWN TAYLOR		10205
647569	07223800280000	DIANA SWEIS		3320
35313	07221000360000	KHUSHWINDER S WARRING	C/O JC	3640
34449	05602900260000	SHALAINE REDDIC		11204
33065	05801530240000	REUBEN TOMANODI		2329
12190	05700920060000	CHRIS REDMON		2524
16769	07229902300000	AMALIA & BRIAN BEECK		3121
148821	05800210080000	LORAN K CALVERT II		10729
16690	07229702240000	ALBERTO ODOR		10938
235907	07602430120000	SCOT RUTHERFORD		2449
69245	07503120160000	SERA BENESH		2585
69252	07503120160000	SERA BENESH		2587
58884	06801370040000	WYVETTER LIVINGSTON		10061
40094	05602030050000	BANK OF AMERICA		2232
423009	06804330070000	ESTHER TOLENSKA		9824
28030	05801920160000	ANSEL J ROBINSON		10653
242323	07700920130000	CHARLES PE LOTZ		3050
33445	06708600010000	SEAN BANKS		4185
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9331	07702500160000	PERNELL RUFFIN III		10105
1433	05700640120000	DAVID BLACK		2521
16728	06801110030000	ROSS SUTHERLIN		3312

29862	06706700140000	JOE READYE	11883
36397	06801420400000	FEDERAL HOME LOAN MTG CORP	5000
133219	05700910070000	WAYNE E KAFKA	10256
636329	07224000040000	MONA PRIBADI	11045
458323	05700610010000	SCOTT FAIRBROTHER	10463
638590	07702800500000	PRETRECE KELLEY	10174
32906	05800510030000	BANK OF NY SERIES	1800
153982	05800910020000	KENNETH M KLINE	2304
28025	06801260050000	CAROLYN THOMAS	10005
25126	05701610060000	JOHN HILSKY	2620
36629	05803900510000	ROXANNE PERRY	2346
136370	05701110400000	MARILYN V FISHER	1024
100169	05603100490000	JAMES DAVIES	10063
242233	07700910170000	JAMES & LUCY CANTU	2982
4668	07701040080000	PATTY BARBA	3017
66655	07702100130000	TONYANIKA SIMPSON	10430
497099	07502020010000	DANIEL MEDEIROS	2401
29640	05601120060000	ALICE K MATTAR	2125
398464	05601510010000	JOSEPH NORRIS	1900
22563	06709200890000	MICHELE KOEHLER	3929
112270	05600520110000	JONI NGUYEN	10513
40491	06808600800000	BANK OF AMERICA	12268
19715	07600720100000	MEGAN STRAIN	1150
104058	05603810040000	CHRIS LYON	2221
132626	05700730390000	RICKEY M BONNER	10569
223391	07600540080000	SHERLI J CAHOON	2225
416346	05603400360000	DAVID KARUSTIS	11033
221917	06804510210000	VONDA STOM	3592
219371	06804200860000	OANH NGUYEN	3308
39064	06801420390000	NATIONSTAR MTG LLC	350
577936	06804410020000	RAYMOND MARTINEZ	3228
639916	07701450110000	SHARON JACKSON	9825
33889	06708500540000	HONEY SPANJIAN	4008
133652	05700950070000	LINDA L CARDOZA	2554
10635	06706400450000	GREGORY HAMPTON	11844
153397	05800730050000	KALATRI M CAISE	2325
612312	05701610080000	MARIBEL TREJO	2628
5938	07203100350000	CHRISTINE BATEY	2957
224222	06804800330000	THELMA MARSH	3237
16786	06803660280000	JAMES & TASHANA OGDEN	9923
189184	05802020030000	BOB WAGG JR	10644
31244	06704500980000	JOIE SHANE	11764
347365	07601440170000	JACOB ROSEN	2605
592315	05602040040000	KEITH BURKHARDT	4740
23803	05702620060000	MARIA MARTINEZ	10571
33157	06803500160000	JOANNE DRUHE	3312
210336	07600910170000	NOREEN JAMES	10323
32857	07703240040000	CHRIS FRY	10218
156770	05804700230000	MICHAEL J FARLEY	11053
90242	07602530050000	DENNIS USREY	2342
405037	06803470150000	MARIO LOPEZ	10005
21110	06800720340000	SHARON MARTIN	9909
191692	05801010060000	LESLIE SANDERSON	2364
537848	05602800770000	ERNESTO VELAZQUEZ	11232
203253	07201520040000	KENNETH BLAND	10512

248348	07701520230000	NELLIE PEREZ	10480
128213	05602700050000	CHAD M MCKEOWN	2212
146913	05703010030000	GARY D YARBER	10575
15034	06708500350000	VIRGINIA PANLASIGUI	12413
34720	05803400210000	JUSTIN TRAIL	2227
35785	06801020080000	JINGHAO WANG & ELLEN SU	3328
201352	05804300140000	JAMIE MICH HAMMOND	
223638	07600660040000	ROXANNE KOCH	2443
12444	06706100360000	GEMMA ESTEPA	4473
187906	06705700680000	MARY MACCAFFREY	11720
69419	05702910120000	KINDERLYN BROWN	2750
130178	05700410110000	ANTHONY L WARNKE	10601
106756	05603920020000	WILLIE FRA COOLEY	1772
21937	07600830200000	ROXANNE PERRY	2436
20654	07702800510000	ARTEM MKRTCHYAN	1315
134739	07213400090000	BRETT L ROBINSON	10616
173955	05804700240000	BRAD NYE	
641864	07223700520000	MARIA MERCADO	10714
622123	07222200310000	GREGORY WOLPERT	3341
67801	07500530050000	JODY K RASMUSSEN	115
67828	07500530050000	JODY K RASMUSSEN	115
209336	07203100530000	BEVERLY SHAH	2948
121705	05601820220000	EDWARD H RITCHIE	10694
144357	05702330050000	KENNETH L HAINES	2712
114600	05600910140000	LISA R SKAARUP	10545
90945	05701030130000	VICTORIA HARVEY-DETOMA	2537
16068	07229901110000	MICHELLE ROSS	3114
154132	05800920170000	MINLIKAYEV NIKOLAY & ALLA	2392
590503	05801050110000	MARY BEAL	
37821	07702700380000	KENNY LEE/PDV TRUST	
362534	05701610190000	SUZI BERNSTEIN	2617
107004	05604260100000	GLENN STILLWAEEL	2310
572947	07701220020000	BILL LUCE	10404
140525	05701730180000	SHARON COXE	2677
591366	07220800110000	THU KHUC	10999
389391	07702210110000	ERNESTO VELAZQUEZ	3245
60301	07701610120000	EMMANUEL MENSAH	10537
60320	07701610120000	EMMANUEL MENSAH	10537
18990	07701630090000	MARK B SCHULMAN	10154
119183	05601430040000	FIDEL VAZQUEZ	10804
518043	05800610060000	ABGAR SARKISIAN	2248
112000	05600420010000	TRUST OF CALAY	2200
95967	07703240200000	CHARLIE M WARD	3343
203881	07201650020000	STEVEN WASHABAUGH	10600
531939	07213500680000	DAVID GIN	10706
48	06707700950000	MARK SHEEHAN	4327
146017	05702640060000	JAMES HERD	251
206730	05700100530000	CHRISTOPHR THOMPSON	1731
405289	06805150060000	CONNIE GREKOFF	9738
21601	05600420120000	GEORGE AZEVEDO	2158
114815	05600960010000	JAMES M GONZALES	1108
221246	06804410070000	JULIET MEIGHAN	3208
10999	05802140030000	DACIA OSTRANDER	10745
69402	05702910120000	KINDERLYN BROWN	2750
26514	07700640110000	RAYMUNDO HARO	3016

32326	07702100190000	COREY BELL		10452
224342	06804800520000	HEIDI M CHAPMAN		9942
226744	06805130110000	DURWIN WESGATE		
646971	07223700670000	RAZA TOUHIDUR		3601
249174	06801220170000	MARJORIE E GRAY		3347
557976	07203610680000	JEAN E HOOKS		10890
28212	05802210140000	JOHN ELLIS		10607
11321	07202010040000	TOMI STINSON-AREVALO		4460
537267	05804300480000	MARCIO GUILLEN		11008
211344	07203620020000	JOSIAH L EARLES		10815
219240	06804200650000	WILLIE VAUGHN		3320
634228	06804540030000	DAVID EDWARDS		1121
56	05600920130000	BRAD LITTLEJOHN		10513
199395	07201310010000	GARY L KEREKES	C/O SC	10425
27892	06800720140000	SETH FELDMAN		9952
108581	05604270030000	RUSSELL E BISHOP		10441
203699	07201630040000	RICHARD W SHAW		2914
556648	05700530110000	CHARLES HOWARD		10436
933	06707700080000	LIONEL GALLOWAY		4310
1349	06708700130000	ERIC EVERETT		4129
26622	06804200830000	PATRICK KELLY		3320
112848	05600720160000	HARRY LATCHFORD		8232
571925	05600630080000	SUSAN DEGITZ		6152
199324	05803800080000	RICHARD BROWN		2260
9958	05702320080000	STONECREEK PROPERTY MGMT	MELO	11344
222261	06804530120000	CHRISTINE PETTIS		2474
27774	06705800520000	JERAMIE R PILECKI		12049
209693	07203200530000	ROBERT WIMBERLY		600
210342	06803500250000	WILLIAM WARE		3308
590026	07220900060000	DUNGTHUY TRAN HOANG		10741
130908	05700620040000	FRANK ABEL BACH		2518
199731	05804000510000	FRANK BACH		2518
576912	07220900720000	JOSE F ALVAREZ		3224
569601	05700520010000	JIM LEDESMA		10284
165217	06705900520000	SONE MAPU		10923
158253	06706000710000	ARUTYUN SHIBOYAN		11716
201654	07201310120000	TRAVICE J FITCH	C/O JE	9066
215111	06704900160000	MICHAEL OFFIAH		4228
175828	05701110380000	TINA KHAOONE		2569
70375	05803110020000	MURAN HUSEIN		4016
70391	05803110020000	MURAN HUSEIN		4016
112419	05600610250000	MICHAEL R VILLA		10455
114216	05600820030000	BERNARD JACOBS		10482
1077635	05601320140000	DAVID LEAL		2071
27307	07700710060000	CANDISE M JOSEY		2939
4239	05601010200000	HOWARD ALEXANDER		10600
205009	07201710090000	SARA JANE CARTER		100
102754	05603700300000	LINDA EDWARDS		
11704	05700710100000	STEVE SIDEY		2043
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136972	05701420030000	LARRY R HODGE		2644
225311	07600910020000	JIMMIE L BURKITT		3323
248277	07701520120000	TERESA R WHITE		10253
531080	07501510300000	LUCY HARRIS		
593702	05602900160000	MIKE DOUGL PORTER		105

347781	07702900030000	RIVERA MARTIN	3145
137270	05701450100000	MARK RODRIGUEZ	10436
244554	06800710150000	RON C NEWSUM	9957
189256	05802030030000	ROBERT WEBER	10616
433097	06803500050000	ORAWAN SYNHORST	10033
210484	05603850050000	KAREN VILLANUEVA	1501
93311	07702500810000	RONALD C ADDISON	3232
23996	05603000710000	ALLAN ROBERT THOMAS	10980
484105	06803640390000	SANDRA JONES	9945
588879	07601110180000	JOHN GUGLIELMIN	2552
75127	07701660070000	JUDY DILLENBURG	10154
579782	07702220070000	ROBERT CARTAS	314
244699	06800720180000	MARVIN F MILLER JR	3464
428	07700710040000	ROBIN SMITH	2943
140840	05701840050000	JACQUELINE MERES	2524
233765	07602010010000	JAMES R HOPKINS	2700
116955	07224700480000	DAMAILI SMOTHER	3573
189048	05801920230000	CARRIE BARBIER	549
233073	07601730120000	ROBERT C RIPLEY	2645
93012	07702500390000	ANN HUDDLESTON	4000
601836	05700520120000	JENNIFER BOTTIMORE	2512
112004	05600420020000	TRUST OF CALAY	2200
185016	05801330030000	MARK FEIST	2606
32829	07602040080000	TRINITY ROCK LLC	2713
219335	06804200800000	LARRY W RUSHING	3332
121479	05601810020000	JEFFREY FAULKS	10691
9857	07702900450000	GARRET CHERI RANDALL	10080
252691	07702700240000	ARBIN C KUMAR	3390
233612	07601910150000	SALVADOR P HAUTISTA	10357
246879	07701410040000	KARAPET ELBAKYAN	3220
221269	06804410110000	THOMAS LEE BINNS	3209
389295	07602430130000	KELLI KAUFFROATH	2445
27511	06705900350000	WEI & JUISHAN CHENG	12028
18411	07229700560000	JASON KANG	10927
23265	06705700380000	MANUEL A JARAMILLO	4155
102433	05603600060000	MICHAEL K JOHNSON	11105
153483	05800730190000	EVA N RODRIGUEZ	2328
219603	06804330280000	SILFREDO HERNANDEZ	3336
362842	05702860010000	GREGORY CAMPION	2404
58867	06801370020000	KAREN G MORGAN	10053
58875	06801370020000	KAREN G MORGAN	10053
555365	06804720350000	CHONG M CHON	3244
597592	05603910300000	TRUST OF DRIMMER	11058
8601	07602520190000	BRAD NIBBELINK	109
11661	07601640330000	ERIN PLETCHER	2621
14206	07202020410000	SHERRIE DAVIS	10542
14322	06707700940000	CRAIG & NISREEN ROBERTS	607
19343	07229701640000	CONSUELO PEREZ	2217
68783	07702230060000	ROBERTO PEREZ	3102
112819	05600720110000	TODD MICHAEL RODRIGUEZ	10488
242814	07701040230000	VERNON J NEEL	2950
458223	05700910020000	CINDY PALKO	2608
819	07201720210000	ERIC & DENISE CHAPMAN	2969
1088	06705100960000	EMILY SISNEROZ	11859
2013	07201520200000	DIANE FAULKS	10691

3130	06804200710000	HSBC BANK USA		931
4178	06708001020000	BENJAMIN AVILA		12212
4977	05601820180000	MARK A & BRENDA G SUPER		10664
8335	06801340020000	REBECCA & ROGER HORNER		3417
10419	06705900570000	ALANA NEWTON		4320
10596	07601010220000	HAL BLAKELY		4409
11125	06705900340000	KI KIM		12032
13377	07703700930000	DONNA J Ganguet		3431
14105	05805200030000	TAMBER SATINDER ARWINDER SINGH		104
16131	05801310350000	LEVI VIGNA		2480
17023	06706200350000	DARLENE M GRAY		11894
19392	07702800400000	TRUST OF COUNTRY WAY		4909
22601	07225500160000	BAC HM LNS SVCNG LP		3561
24253	07600650090000	EDWARD CLARK		2305
58925	06801370100000	SCOTT & SHANN SERRAO		10087
60996	07701630110000	ELEASE MYERS		10160
61010	07701630110000	ELEASE MYERS		10160
65946	05803900510002	LELAND CLARK		2358
71324	07701610150000	DAVID HESS	C/O K	10119
73271	05804200120000	PAMELA HILLMON		
73289	05804200120000	PAMELA HILLMON		
74880	05803900580018	PLEAJUR T BRYANT		11051
75119	07701660070000	GRADY DILLENBURG		10154
90896	07701620100000	JOSE GARCIA-SANCHEZ		3352
96306	07225200270000	EDWARD REGAN		3300
97050	07703240330000	DURWIN A WESGATE		
97509	07702900290000	RHONDA J BALDO		10048
100690	05603400320000	KIM GIVENS		
105016	07223800090000	REGINALD PASCUAL		8154
106514	05603910040000	JOHN TENEYUCA		11008
111832	05603840140000	NAZARIA NGUYEN		4750
114494	05600910020000	CHRISTINA LAXTON		2117
116420	05601140030000	PETRILLO HILDEGARD		2134
119689	05601530060000	JAMES L JOHNSON		10824
121085	05601630070000	TIMOTHY WE MCCANDLESS		2020
121833	05601920050000	SHEILA BURNSIDE		10645
123703	06704500140000	CORNELIA DOSTY		11761
127983	05602500280000	RICHARD A GIVENS		10641
132672	05700740060000	BRIAN BOOTH		10554
136394	05701120010000	KEVIN MAY		2518
140060	05701640060000	LORRALEN SILVAS		2694
157046	07213500720000	JORGE L RODRIGUEZ		8175
163394	05800940010000	ROB DEFEO		2265
166041	05702720090000	JAMIE MACH		10536
179267	05700920200000	CASEY PLOGHOFT		2620
185118	05801410020000	TRUST OF WISEMAN		2304
187476	05801920060000	MICHAEL GRAY		10648
188540	07702800210000	PETER A HARTMAN		11230
189910	07701720190000	WAYNE MONTOYA		10413
191188	05802230050000	TRUST OF CUISTAS		2352
191268	05802230170000	ROBERT CHA EDWARDS		2371
203241	07201520020000	RAED S AWABDEH		10504
203313	07201520140000	CRAIG ANDERSON		10521
205162	07201720230000	DELBERT TILL		2961
205358	07201740120000	CHERYL A WHITE		2995

206565	07601550100000	RUSSELL K WYGAND	2653
207837	06706601070000	MATTHEW GREENFIELD	4149
208912	06803480110000	IRENE HONEYCUTT	7911
219130	06804200460000	TERRANCE R JONES	3309
219490	06804330100000	MARLENE C TUTHILL	8185
219889	06804360020000	RICK FISHER	3305
220206	07502910180000	WALTER REED	2534
221638	06804440140000	BARRETT G LEVINE	9833
224169	06804720220000	JANICE M BURROUGHS	3212
224600	06804800040000	PAULINE M DAVILA	3433
224754	06804920090000	DAVID W PETERSON	10052
229278	06805200490000	ROSEMARIE MITSUKO	3238
235141	07602120040000	CHERYL JENTICK	2737
242827	07701050020000	ROSA L TOLBERT	3009
244338	06804540150000	JAMES R FERGUSON	3633
244831	06800740010000	MICHAEL E YOUNGBLOOD	10004
246902	07701420030000	RICHARD DIX	10413
246950	07701420090000	JERRYLN BURGESS	10434
248065	07701450040000	LYNN DIX	10413
248422	07701520350000	CATHERINE MACKLIN	10520
249115	06801220070000	TERESA ROGERS	9923
343320	07203640080000	NANCY L GRAHAM	
360102	07203200370000	GARY D DAVIS	2909
398065	07201820060000	JOSE CHAVEZ	2980
424333	06804350110000	PAUL ROBBINS	9837
432746	06804800450000	MARIA CATALANO	9908
458247	07601030170000	LINDA KAEHLER	2527
469510	07703700110000	RUTHUS WHITE	3456
469571	07203610060000	JEFFREY VERBISCIO	10844
500321	07701020020000	BADIE BAHRAM	
523348	06803640290000	ANGEL COVARRUBIAS	3609
528691	05802160160000	CHRIS THOMAS	2321
535025	07213400680000	MELISSA WARDELL	10637
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548482	07501910030000	BADIE BAHRAM	
555212	05601530120000	KRISTINA JOHNSON	10848
556488	07701510120000	VYACHESLAV SHYNGEL	10487
556867	05800310030000	P VERNONN	2612
561375	07702210140000	ANTONIO PARRALES	3259
568332	07602430040000	ROSA RIVAS	2412
568673	06803640430000	KAREN J LEARDINDI	9910
580412	06800720150000	CARRIE ASHE	9956
584587	05801720070000	JEFFREY KELLY	3338
587627	07600640020000	NICK RUSSELL	2304
593135	05602800190000	ERNESTO VELAZQUEZ	11232
597644	05800310020000	JAIME MIRANDA	2606
599592	05603850030000	TERRY BICKUM	1457
599832	05601330070000	CRYSTAL L WEBBER	10782
601424	07602340150000	ROBERT YOUNG	2525
604184	07203630230000	LOIS MITCHELL	2944
605922	07601210110000	SHANE AKERS	10381
608801	07601610050000	KIMBERLY WINSTON	2616
631879	05601120140000	THOMAS KOWALESKI	2131
636886	05700910080000	SYLVIA RODRIGUEZ	10260
638648	06803460230000	DEMETRIUS BELLAMY	5050

20422	07702900020000	MICHAEL & MARJORIE KELLEY		3141
206722	05800420250000	STEVEN BECKER		10817
642649	07201630070000	RANDY OWEN		2928
35637	07701730110000	CHRISTOPHER J FREY		10379
121152	05601640040000	CHRIS NAVARETTI		10624
121404	05601740090000	MARY A STALLWORTH		3780
35069	05702850080000	JESSE C PALMER		2424
226421	06805110010000	CAROL ANN HAWKS		3089
503010	06800820030000	KARAPET BEKARYAN		3418
223127	07600510010000	JAMES A BAGSHAW		10263
30590	05604240210000	DEUTSCHE BANK NATL TRUST		10473
35878	05603810050000	JEFFREY S BIXBY		2225
29229	07601120100000	JULIAN TORRES		2521
558433	06805200200000	EBONY ALLEN		3059
34171	05700730220000	MARK DELGADO & DARA LAMBERT		10557
34650	06804200290000	DARREN CANADY		
96857	05602800810000	MARK T HOPKINS		3637
205324	07201740070000	GRACE D DINGLER		2965
199846	05804000700000	RICHARD K ENGLISH		10979
611491	07601730030000	ELENA HARRIS		2670
148247	05703110150000	SUE A BOURNE-KENT	C/O B	2406
532089	07602120070000	ISAIAS PENA JR		2725
11501	05700100440000	KRISTIN MIDDAUGH	BILLY	2365
163147	05803300180000	SHERRIE FRAZIER		2210
8114	05602040050000	KATHERINE LUI		2225
36159	06801350170000	JERRIE J SAID SR		
36160	06801350170000	JERRIE J SAID SR		
66639	07702100130000	CHANTE JOHNSON		10428
27605	07703800010000	ALISON BAKER		3633
585867	07220200280000	JAMES CANNON		10981
144146	05702310020000	GREGORY STEPHENSON		2704
96844	05602800790000	DIRK C BUCKLEY		11164
625641	05603500400000	BEVERLY FISHER		11130
71747	05803900530015	BRIE M BENNETT		11012
526915	06700300630000	ANGELO TSAKOPOULOS		4290
541422	07601330140000	EVELYN GAYFIELD		10370
114743	05600920140000	LANI JONES		10511
367676	05602800480000	DONALD WROTH		2054
485008	06804920270000	JOANN WOOLFOLK		10082
167213	06704700520000	KAREN POLLARD		11871
35804	07701320210000	ASHLEY TEASLEY		2955
96318	05602800010000	MICHAEL C LEWIS		2049
254218	07702800330000	LATASHA RIVERA		10151
130522	05700510080000	MARGARET KAFKA		10256
130628	05700520090000	CHERYL LYN POMEROY		10428
156626	05804700010000	GREGORY SC ELZEA		11117
1368	06803410060000	TREAVAR L BROOKS		2804
3924	07229700630000	EMILY BEUTLER		3144
5858	06801520090000	RICHARD TALLEY		9936
8767	06708000860000	BIRTHA BILLOUPS		12216
9479	06704900170000	RICHARD PATTERSON		4224
10221	05800180050000	LORI WOOD		10636
12073	06708400950000	JENNY TALAVERA		12325
28015	06801250040000	FRANKIE LY SINGH		10013
68791	07702230060000	ROBERTO PEREZ		3102

114218	05600820040000	JEROME P BATTLE		10480
127886	05602500120000	RICHARD AL GIVENS		10641
133496	06801420310000	PEGGY COLEMAN		9837
158261	07601350140000	KAREN BARBRE		2609
160093	07224700040000	GALINA CHAPLYGINA		3559
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534422	05603200260000	REGINALD VELTEN		11230
587825	07203200390000	PAMALA AIKEN		2901
629262	07201710080000	BRANDON MORTZ		11809
142379	05702010010000	JOHNNY S WILSON		
36274	06801420400000	FEDERAL HOME LOAN MTG CORP		5000
35641	07507000190000	CHAMBERLAIN LLC		2821
156192	05801130190000	GERALD P WILLIAMS		10823
17155	05700610020000	DENISE CRAVEN		10467
392370	05602900370000	TOPORISTE GHERGHINA		2140
245025	07701130090000	MAUDE F BAILEY		10448
10073	06801520080000	AMANDA LEE		9932
422088	05701720240000	TRUST OF EDMISTEN		2632
222658	06804710290000	KRYSTAL WILLIAMS		3245
227817	07601310210000	LARRY DAVIS		10301
93097	05701010090000	TERESA TELLES		2545
38668	07502910030000	CHARLES L BRECK		2419

Street Name/PO BOX	Address 2	City	State	Zip Code	Past Due
GRANBY DR		SACRAMENTO	CA	95827-3523	21.10
TRINITY RIVER DR		RANCHO CORDOVA	CA	95670-2900	21.57
FURMINT WAY		RANCHO CORDOVA	CA	95670-3619	23.83
CHERTSEY CT		SACRAMENTO	CA	95827-2308	24.96
SWANSEA WAY		RANCHO CORDOVA	CA	95670-5348	25.88
HIRSCHFELD WAY		RANCHO CORDOVA	CA	95670-5220	27.64
PALM GROVE DR		SACRAMENTO	CA	95827-3532	28.84
BELLONE WAY		RANCHO CORDOVA	CA	95670-6927	29.89
CILKER RIVER WAY		RANCHO CORDOVA	CA	95670-2806	34.70
BELLONE WAY		RANCHO CORDOVA	CA	95670-6926	35.45
ELLENWOOD AVE		SACRAMENTO	CA	95827-3001	38.72
W DELMONTE DR		CASA GRANDE	AZ	85122-6631	38.72
CORDOVA GLEN CT		SACRAMENTO	CA	95827-1402	38.72
MISTY MORNING CIR		SACRAMENTO	CA	95827-3048	38.72
PALM DR		CARMICHAEL	CA	95608-4538	38.72
KELLOGG WAY		RANCHO CORDOVA	CA	95670-2434	38.72
COUNTRYSIDE WAY		SACRAMENTO	CA	95827-2468	38.72
GOLDEN EAGLE WAY		SACRAMENTO	CA	95827-3518	38.92
MOSSY STONE WAY		RANCHO CORDOVA	CA	95742-8152	40.75
RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	41.42
BEXLEY DR		SACRAMENTO	CA	95827-2336	43.46
ZINFANDEL DR		RANCHO CORDOVA	CA	95670-4825	43.99
PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5352	44.54
BURLINE ST		SACRAMENTO	CA	95827-3513	45.74
LITTLE DOME WAY		RANCHO CORDOVA	CA	95742-7744	45.74
SUNOL WAY		SACRAMENTO	CA	95827-2455	45.74
SHAWN WAY		RANCHO CORDOVA	CA	95670-5416	45.74
PO BOX 15692		SACRAMENTO	CA	95852-0692	45.74
JUPITER DR		SACRAMENTO	CA	95827-2965	45.74
BLACKBURN WAY		RANCHO CORDOVA	CA	95670-5306	45.74
MALVASIA DR		RANCHO CORDOVA	CA	95670-3747	45.74
CARLOS WAY		RANCHO CORDOVA	CA	95670-4004	45.74
ZINFANDEL DR		RANCHO CORDOVA	CA	95670-4827	45.74
CHISWELL WAY		SACRAMENTO	CA	95827-2310	45.74
COPPER LAKE WAY		RANCHO CORDOVA	CA	95742-8026	45.74
MARDI GRAS CT		RANCHO CORDOVA	CA	95670-7336	45.74
MALANA WAY		RANCHO CORDOVA	CA	95742-8059	45.74
GLIDE DR	APT 5	DAVIS	CA	95618-4478	45.74
ELMCREST LN		RANCHO CORDOVA	CA	95670-4207	45.74
DONNA WAY		CENTRAL POINT	OR	97502-1717	45.74
KELLOGG WAY		RANCHO CORDOVA	CA	95670-2437	47.22
TAHAN LN		FAIR OAKS	CA	95628-6357	47.58
MCGREGOR DR		RANCHO CORDOVA	CA	95670-5129	47.73
EL CHICO CIR		RANCHO CORDOVA	CA	95670-3124	47.79
MARGARET WAY		RIPON	CA	95366-9317	48.14
GLENHAVEN WAY		RANCHO CORDOVA	CA	95670-4946	48.14
NIOBE CIR		RANCHO CORDOVA	CA	95742-8044	48.14
GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2263	48.14
ARAMON DR		RANCHO CORDOVA	CA	95670-3701	48.14
PECOS RIVER CT		RANCHO CORDOVA	CA	95670-2917	48.29
HEARTWOOD WAY		SACRAMENTO	CA	95827-2812	48.59
VIANI WAY		RANCHO CORDOVA	CA	95670-3941	50.05

LILAC CANYON CT		RANCHO CORDOVA	CA	95742-8051	50.78
PO BOX 72802		DAVIS	CA	95617-2802	50.82
BASIE WAY		RANCHO CORDOVA	CA	95670-7325	50.94
EVADNA DR		RANCHO CORDOVA	CA	95670-5406	50.96
MONTE VALLO CT		SACRAMENTO	CA	95827-2469	52.65
LA PLACITA DR		RANCHO CORDOVA	CA	95670-3141	53.07
LA PLACITA DR		RANCHO CORDOVA	CA	95670-3141	53.07
HEARTWOOD WAY		SACRAMENTO	CA	95827-2813	53.82
IRON GATE WAY		RANCHO CORDOVA	CA	95742-8002	53.84
COLOMA RD		RANCHO CORDOVA	CA	95670-3605	53.86
GRANBY DR		SACRAMENTO	CA	95827-3521	54.08
CARIEL CT		RANCHO CORDOVA	CA	95670-4924	55.33
PO BOX 10482		PLEASANTON	CA	94588-0482	56.19
EGMONT WAY		SACRAMENTO	CA	95827-2704	57.17
BENITA DR		RANCHO CORDOVA	CA	95670-5242	57.33
RED CEDAR CIR		SACRAMENTO	CA	95827-2815	58.02
CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2807	58.40
LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3430	58.68
APPLE GROVE WAY		RANCHO CORDOVA	CA	95670-2319	58.72
CHOTEAU CIR		RANCHO CORDOVA	CA	95742-7765	58.86
KALAMATA WAY		RANCHO CORDOVA	CA	95742-8004	59.56
ARAGON WAY		RANCHO CORDOVA	CA	95742-8005	59.98
COPPER SUNSET WAY		RANCHO CORDOVA	CA	95742-8139	60.34
NUT PLAINS DR		SACRAMENTO	CA	95827-2441	60.34
BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7749	60.72
CORINO WAY		RANCHO CORDOVA	CA	95742-8033	60.87
65TH ST		SACRAMENTO	CA	95819-4324	63.15
HETCH HECHY DR		RANCHO CORDOVA	CA	95742-7762	64.08
RED CEDAR CIR		SACRAMENTO	CA	95827-2814	64.56
ARETE WAY		RANCHO CORDOVA	CA	95742-8045	66.79
TEXAS RIVER CT		RANCHO CORDOVA	CA	95670-2819	70.04
MCGREGOR DR		RANCHO CORDOVA	CA	95670-5118	70.46
PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5353	70.86
CERVANTES DR		RANCHO CORDOVA	CA	95670-4124	73.23
BALLANTRAE WAY		RANCHO CORDOVA	CA	95670-4933	73.71
BEXLEY DR		SACRAMENTO	CA	95827-2337	74.48
MCGREGOR DR		RANCHO CORDOVA	CA	95670-3962	74.92
HEATHER RANCH WAY		RANCHO CORDOVA	CA	95742-8116	74.95
THERESA CT		RANCHO CORDOVA	CA	95670-5333	76.58
ARAMON DR		RANCHO CORDOVA	CA	95670-3852	77.01
TRIBUTARY POINT DR	APT 187	GOLD RIVER	CA	95670-4510	77.25
PO BOX 277341		SACRAMENTO	CA	95827-7341	78.02
PO BOX 276416		SACRAMENTO	CA	95827-6416	78.65
RINDA DR		RANCHO CORDOVA	CA	95670-2033	79.48
CHISWELL WAY		SACRAMENTO	CA	95827-2309	79.64
MISTY MORNING CIR		SACRAMENTO	CA	95827-3054	79.92
DAVELAR CT		SACRAMENTO	CA	95827-3517	82.59
PAWCATUCK WAY		RANCHO CORDOVA	CA	95742-7735	82.89
TENAJA WAY		RANCHO CORDOVA	CA	95742-7746	83.65
PO BOX 1356		GALT	CA	95632-1356	84.48
EL LUJO WAY		RANCHO CORDOVA	CA	95670-3158	84.60
BEXLEY DR		SACRAMENTO	CA	95827-2338	86.17
ROSSMOOR DR		RANCHO CORDOVA	CA	95670-2306	91.48
NOAH BLOMQUIST WAY		RANCHO CORDOVA	CA	95670-6255	92.51
CHETTENHAM DR		RANCHO CORDOVA	CA	95670-5708	92.79

CAMPANA WAY		RANCHO CORDOVA	CA	95670-3915	93.06
MCGREGOR DR		RANCHO CORDOVA	CA	95670-5130	93.86
FABER WAY		RANCHO CORDOVA	CA	95670-6929	93.88
WARRENTON DR		RANCHO CORDOVA	CA	95670-2238	93.88
INTERNATIONAL DR		RANCHO CORDOVA	CA	95670-6253	93.88
BRIDGEWAY DR		RANCHO CORDOVA	CA	95670-6246	93.88
W MARLETTE ST	SPACE 60	IONE	CA	95640-9516	93.88
CHISWELL WAY		SACRAMENTO	CA	95827-2310	93.88
OAKTON WAY		RANCHO CORDOVA	CA	95670-2438	93.88
BATTENBURG WAY		RANCHO CORDOVA	CA	95742-8032	93.88
CHOTEAU CIR		RANCHO CORDOVA	CA	95742-7765	93.88
BETSY WAY		RANCHO CORDOVA	CA	95670-4940	93.88
MONTE VALLO CT		SACRAMENTO	CA	95827-2469	93.88
CLOUDCROFT WAY		ORANGEVALE	CA	95662-3925	93.88
WARRENTON DR		RANCHO CORDOVA	CA	95670-2238	93.88
WHISTLER WAY		RANCHO CORDOVA	CA	95670-3964	93.88
WARRENTON DR		RANCHO CORDOVA	CA	95670-2238	93.88
CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2807	93.88
QUEBEC RIVER CT		RANCHO CORDOVA	CA	95670-2936	93.88
DAWES ST		RANCHO CORDOVA	CA	95670-3503	93.88
EXPLORER DR		SACRAMENTO	CA	95827-2955	94.41
SONATA DR		RANCHO CORDOVA	CA	95670-5234	94.48
MORAINES CIR		RANCHO CORDOVA	CA	95670-2023	94.53
CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5637	94.94
AUDUBON WAY		RANCHO CORDOVA	CA	95670-3908	95.02
LUVETA WAY		RANCHO CORDOVA	CA	95670-4914	95.15
AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2272	96.28
CABERNET WAY		RANCHO CORDOVA	CA	95670-4809	96.41
CABERNET WAY		RANCHO CORDOVA	CA	95670-4909	96.53
PLATT CIR		EL DORADO HILLS	CA	95762-7301	96.54
MALAGA WAY		RANCHO CORDOVA	CA	95670-3369	96.68
GLENHAVEN WAY		RANCHO CORDOVA	CA	95670-4947	99.07
PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5321	99.23
RIBIER WAY		RANCHO CORDOVA	CA	95670-3716	99.35
MALANA CT		RANCHO CORDOVA	CA	95742-8060	101.69
RHODA WAY		RANCHO CORDOVA	CA	95670-2029	103.37
SABINE WAY		RANCHO CORDOVA	CA	95670-3945	103.42
CROWN VALLEY PKWY		MISSION VIEJO	CA	92691-6360	103.76
ARAGON WAY		RANCHO CORDOVA	CA	95742-8007	105.33
GEMINI WAY		SACRAMENTO	CA	95827-2964	108.04
RIVER TRAILS CIR		RANCHO CORDOVA	CA	95670-2223	108.72
CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5607	112.62
JUSTINIAN DR		RANCHO CORDOVA	CA	95742-8052	112.66
EL CINO CT		RANCHO CORDOVA	CA	95670-3303	116.84
NUT PLAINS DR		SACRAMENTO	CA	95827-2440	117.29
CHARDONAY DR		RANCHO CORDOVA	CA	95670-3844	118.19
NEW RIVER CIR		RANCHO CORDOVA	CA	95670-2730	120.14
ROUTIER RD		SACRAMENTO	CA	95827-2322	123.52
SLATE FALLS WAY		RANCHO CORDOVA	CA	95742-8017	123.53
SIDNIE ST	STE D	UKIAH	CA	95482-4097	123.85
ANATOLIA DR		RANCHO CORDOVA	CA	95742-8054	123.85
TUALATIN WAY		RANCHO CORDOVA	CA	95670-6957	123.88
SILVERWOOD WAY		RANCHO CORDOVA	CA	95670-5518	124.39
ANATOLIA DR		RANCHO CORDOVA	CA	95742-8024	124.39
GANZAN WAY		RANCHO CORDOVA	CA	95670-3623	124.39

BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4228	124.39
BALADA WAY		RANCHO CORDOVA	CA	95670-6922	124.39
KACHINA WAY		RANCHO CORDOVA	CA	95670-5633	126.75
COPPER LAKE WAY		RANCHO CORDOVA	CA	95742-8026	126.98
KACHINA WAY		RANCHO CORDOVA	CA	95670-5634	127.38
FLAGLER WAY		RANCHO CORDOVA	CA	95670-6258	128.15
GREENBACK LN	APT 140	ORANGEVALE	CA	95662-4858	131.29
LA GRAMA DR		RANCHO CORDOVA	CA	95670-3155	133.10
DISK DR		RANCHO CORDOVA	CA	95670-6280	134.21
COACH LN	STE 12	CAMERON PARK	CA	95682-8448	135.99
TULIP PARK WAY		RANCHO CORDOVA	CA	95742-8010	136.51
TOWER PARK DR		RANCHO CORDOVA	CA	95670-6263	137.22
MCGREGOR DR		RANCHO CORDOVA	CA	95670-2416	141.14
CAP ROCK WAY		RANCHO CORDOVA	CA	95670-6954	141.23
MILLS PARK DR		RANCHO CORDOVA	CA	95670-5539	144.02
THALIA WAY		RANCHO CORDOVA	CA	95742-8035	144.18
GLENHAVEN WAY		RANCHO CORDOVA	CA	95670-5132	144.18
NEBULA WAY		SACRAMENTO	CA	95827-2975	144.74
CABERNET WAY		RANCHO CORDOVA	CA	95670-4809	146.08
PO BOX 158		GEORGETOWN	CA	95634-0158	146.95
BEXLEY DR		SACRAMENTO	CA	95827-2333	146.95
N BOULDER CT		CASA GRANDE	AZ	85122-1746	146.95
ASTRAL DR		SACRAMENTO	CA	95827-3540	146.95
GEMINI WAY		SACRAMENTO	CA	95827-2926	146.95
RIESLING WAY		RANCHO CORDOVA	CA	95670-4821	146.95
COUNTRY GARDEN DR		RANCHO CORDOVA	CA	95742-8113	146.95
BROAD RIVER CT		RANCHO CORDOVA	CA	95670-2702	146.95
PO BOX 338		ROSEVILLE	CA	95661-0338	146.95
PO BOX 61903		DALLAS	TX	75261-9063	146.95
STARRLYN WAY		RANCHO CORDOVA	CA	95670-2234	146.95
AZALEA GARDEN WAY		RANCHO CORDOVA	CA	95742-8047	146.95
YEATES CT		RANCHO CORDOVA	CA	95742-8093	146.95
PO BOX 1406		RANCHO CORDOVA	CA	95741-1406	146.95
ROCKINGHAM DR		SACRAMENTO	CA	95827-2452	146.95
CRISTOM DR		RANCHO CORDOVA	CA	95670-6953	146.95
SUNRISE PINES DR		SACRAMENTO	CA	95827-2953	149.43
CEDAR RIVER CT		RANCHO CORDOVA	CA	95670-2902	149.74
MAYO CT		RANCHO CORDOVA	CA	95670-3923	149.85
TORMOLO WAY		RANCHO CORDOVA	CA	95670-3634	149.88
EADES WAY		RANCHO CORDOVA	CA	95670-6279	152.84
ATWOOD DR		RANCHO CORDOVA	CA	95670-4958	153.13
TOWER PARK DR		RANCHO CORDOVA	CA	95670-6264	153.76
EL LUJO WAY		RANCHO CORDOVA	CA	95670-3159	153.82
CAPITALES DR		RANCHO CORDOVA	CA	95670-3105	154.73
CAPITALES DR		RANCHO CORDOVA	CA	95670-3105	154.73
NEBULA WAY		SACRAMENTO	CA	95827-2973	156.05
FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2459	158.54
WOODHOLLOW WAY		SACRAMENTO	CA	95827-2829	165.33
CAMPANA WAY		RANCHO CORDOVA	CA	95670-3913	167.64
ABBOTT CT		RANCHO CORDOVA	CA	95670-5301	167.95
BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7752	168.01
BISCAY WAY		RANCHO CORDOVA	CA	95670-3959	168.78
MONTE VALLO CT		SACRAMENTO	CA	95827-2469	170.38
FURMINT WAY		RANCHO CORDOVA	CA	95670-3619	173.81
JUPITER DR		SACRAMENTO	CA	95827-2928	173.81

STONE OAKS CT		RANCHO CORDOVA	CA	95742-8134	173.81
PLANO PKWY		CARROLLTON	TX	75010-4900	175.37
COLOMA RD		RANCHO CORDOVA	CA	95670-3657	175.73
FABER WAY		RANCHO CORDOVA	CA	95670-6929	177.50
DOLECETTO DR		RANCHO CORDOVA	CA	95670-3640	178.10
COUNTRY WAY		SACRAMENTO	CA	95827-2462	180.02
TAPO CANYON RD		SIMI VALLEY	CA	93063-6712	180.36
EL MANTO DR		RANCHO CORDOVA	CA	95670-4106	181.83
LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-2931	182.99
RIBIER WAY		RANCHO CORDOVA	CA	95670-3716	183.25
BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4245	183.86
5TH AVE E		OSKALOOSA	IA	52577-3417	184.28
KERN RIVER CT		RANCHO CORDOVA	CA	95670-2711	185.75
MARYSVILLE BLVD		SACRAMENTO	CA	95815-1429	186.43
PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5320	188.14
S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714	190.30
EL PAVO WAY		RANCHO CORDOVA	CA	95670-3131	195.55
DANBURY WAY		RANCHO CORDOVA	CA	95670-2206	200.00
KELLOGG WAY		RANCHO CORDOVA	CA	95670-2433	201.82
ARISTOTLE CIR		RANCHO CORDOVA	CA	95742-8105	201.91
COLOMA RD		RANCHO CORDOVA	CA	95670-2307	205.03
PAWCATUCK WAY		RANCHO CORDOVA	CA	95742-7734	205.10
RAVINE VIEW DR		ROSEVILLE	CA	95661-4656	205.33
EAGLE RIVER CT		RANCHO CORDOVA	CA	95670-2831	205.33
MALVASIA DR		RANCHO CORDOVA	CA	95670-3748	205.33
MAXINE WAY		RANCHO CORDOVA	CA	95670-2018	205.33
CILKER RIVER WAY		RANCHO CORDOVA	CA	95670-2805	205.33
GRANBY DR		SACRAMENTO	CA	95827-3523	205.95
FELTHAM WAY		SACRAMENTO	CA	95827-2314	208.07
HIGHLAND DR		LEWISVILLE	TX	75067-4177	208.27
ALTAWOOD CT		SACRAMENTO	CA	95827-2842	208.56
HEARTWOOD WAY		SACRAMENTO	CA	95827-2812	208.61
BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7748	211.32
GANZAN WAY		RANCHO CORDOVA	CA	95670-3624	213.06
DELAVAN CIR		RANCHO CORDOVA	CA	95742-8061	214.69
PINTURO WAY		RANCHO CORDOVA	CA	95670-5229	214.69
RIBIER WAY		RANCHO CORDOVA	CA	95670-3716	214.87
CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5637	215.52
SATURN DR		SACRAMENTO	CA	95827-2323	219.45
OLD PLACERVILLE RD		SACRAMENTO	CA	95827-3531	220.00
CHARDONAY DR		RANCHO CORDOVA	CA	95670-3844	220.92
LILAC CANYON CT		RANCHO CORDOVA	CA	95742-8051	224.59
PALO VISTA WAY		RANCHO CORDOVA	CA	95670-3428	225.26
CAMELLIA RD		FAIR OAKS	CA	95628-5523	228.63
PINOT WAY		RANCHO CORDOVA	CA	95670-3824	231.28
CHERTSEY CT		SACRAMENTO	CA	95827-2308	234.65
DOYLE WAY		RANCHO CORDOVA	CA	95670-2011	235.50
ROCKINGHAM DR		SACRAMENTO	CA	95827-2454	240.55
GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5256	243.74
LA LOMA DR		RANCHO CORDOVA	CA	95670-3102	246.32
VANGUARD DR		SACRAMENTO	CA	95827-2328	248.71
ARIES WAY		SACRAMENTO	CA	95827-2901	249.16
PINTURO WAY		RANCHO CORDOVA	CA	95670-5247	250.58
RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	253.88
GLENVIEW WAY		RANCHO CORDOVA	CA	95670-5511	256.40

ABBOTTFORD WAY		RANCHO CORDOVA	CA	95670-5839	257.27
RIVER TRAILS CIR		RANCHO CORDOVA	CA	95670-2223	268.80
SEMILLON WAY		RANCHO CORDOVA	CA	95670-3834	268.80
KIBBIE LAKE WAY		RANCHO CORDOVA	CA	95742-7717	269.56
KINGSTREE LN		RANCHO CORDOVA	CA	95670-4211	269.56
EXPLORER DR		SACRAMENTO	CA	95827-2904	269.56
PO BOX 985		RANCHO CORDOVA	CA	95741-0985	269.56
MORAINA CIR		RANCHO CORDOVA	CA	95670-2022	269.56
ANATOLIA DR		RANCHO CORDOVA	CA	95742-8054	270.88
MANI CIR		RANCHO CORDOVA	CA	95742-8040	270.88
MENDONCA DR		RANCHO CORDOVA	CA	95670-4819	271.05
LAMBRUSCA DR		RANCHO CORDOVA	CA	95670-3815	273.38
KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2735	275.72
MORAINA CIR		RANCHO CORDOVA	CA	95670-2023	275.94
W GLENOAKS BLVD		GLENDAL	CA	91201-2203	276.01
BASIE WAY		RANCHO CORDOVA	CA	95670-7314	276.43
PO BOX 1536		RANCHO CORDOVA	CA	95741-1536	276.68
BYINGTON WAY		RANCHO CORDOVA	CA	95670-6940	277.05
BALADA WAY		RANCHO CORDOVA	CA	95670-6942	277.90
KASEBERG DR		ROSEVILLE	CA	95678-1104	278.11
KASEBERG DR		ROSEVILLE	CA	95678-1104	278.11
KACHINA WAY		RANCHO CORDOVA	CA	95670-5634	282.21
VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469	282.84
BARBERA WAY		RANCHO CORDOVA	CA	95670-4805	285.35
BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255	286.24
AUGIBI WAY		RANCHO CORDOVA	CA	95670-3615	286.31
LEA STERLING WAY		RANCHO CORDOVA	CA	95670-6260	286.42
RUDAT CIR		RANCHO CORDOVA	CA	95670-3946	288.02
PO BOX 249		LYONS	OR	97358-0249	288.02
PO BOX 231085		SACRAMENTO	CA	95823-0401	289.64
FURMINT WAY		RANCHO CORDOVA	CA	95670-3621	292.38
WALNUT GROVE WAY		RANCHO CORDOVA	CA	95670-2321	293.20
ABBOTTFORD WAY		RANCHO CORDOVA	CA	95670-5802	310.58
BARBERA WAY		RANCHO CORDOVA	CA	95670-3743	310.77
FABER WAY		RANCHO CORDOVA	CA	95670-6917	311.94
SANBURY CIR		RANCHO CORDOVA	CA	95670-5720	314.05
BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255	314.69
BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255	314.69
CRAWFORD WAY		SACRAMENTO	CA	95827-2461	315.95
AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2430	315.95
BENITA DR		RANCHO CORDOVA	CA	95670-4009	317.59
WOOD CLIFF WAY		RANCHO CORDOVA	CA	95670-2241	317.81
HARTSELLE WAY		SACRAMENTO	CA	95827-2449	317.95
OLSON DR		RANCHO CORDOVA	CA	95670-5620	318.03
BASIE WAY		RANCHO CORDOVA	CA	95670-7317	318.03
MOUNT KISCO WAY		RANCHO CORDOVA	CA	95742-8098	318.08
ASHBURY ST	APT 4	SAN FRANCISCO	CA	94117-2002	318.08
HOWE AVE	PMB 478	SACRAMENTO	CA	95825-2209	318.08
WOODHOLLOW WAY		SACRAMENTO	CA	95827-2723	318.08
DANBURY WAY		RANCHO CORDOVA	CA	95670-2270	318.34
CHANSOR AVE		RICHMOND	CA	94801-3546	323.97
ALTAWOOD CT		SACRAMENTO	CA	95827-2842	325.73
CARLOS WAY		RANCHO CORDOVA	CA	95670-4003	327.70
MENDONCA DR		RANCHO CORDOVA	CA	95670-4819	332.41
BLACKPOOL WAY		RANCHO CORDOVA	CA	95670-5308	340.23

S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714	340.23
BEXLEY DR		SACRAMENTO	CA	95827-2335	340.23
PO BOX 278123		SACRAMENTO	CA	95827-8123	343.82
AMICI CT		RANCHO CORDOVA	CA	95670-6955	343.95
POLARIS DR		SACRAMENTO	CA	95827-2961	344.25
PAIUTE WAY		RANCHO CORDOVA	CA	95670-5630	346.23
VIANI WAY		RANCHO CORDOVA	CA	95670-3934	348.11
ESTRADA DR		OCEANSIDE	CA	92057-6637	348.55
GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5216	348.58
PAIUTE WAY		RANCHO CORDOVA	CA	95670-5623	349.64
HOGARTH DR		SACRAMENTO	CA	95827-2341	349.64
NEWPORT WAY		ROSEVILLE	CA	95661-5330	351.38
GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2250	351.56
MILLS TOWER DR		RANCHO CORDOVA	CA	95670-5414	353.38
NEBULA WAY		SACRAMENTO	CA	95827-2914	353.76
WOOD BRIDGE WAY		RANCHO CORDOVA	CA	95670-2256	353.76
HUNT DR		RANCHO CORDOVA	CA	95670-5614	353.76
DOLECETTO DR		RANCHO CORDOVA	CA	95670-3641	354.03
MOUNT KISCO WAY		RANCHO CORDOVA	CA	95742-8098	354.47
BIG MEADOW WAY		RANCHO CORDOVA	CA	95742-7743	354.47
FELTHAM WAY		SACRAMENTO	CA	95827-2314	354.47
CITADEL WAY		SACRAMENTO	CA	95826-2920	355.02
DOLLY VARDEN LN		POLLOCK PINES	CA	95726-9406	355.07
WINDWARD LN		RANCHO CORDOVA	CA	95670-4220	355.52
COLOMA RD	STE 240	GOLD RIVER	CA	95670-4457	355.62
OAK PARK CIR		INGLESIDE	TX	78362-6102	357.03
PERICLES DR		RANCHO CORDOVA	CA	95742-8079	365.29
HENDREN ST		PHILADELPHIA	PA	19128-1011	365.29
ROMFORD WAY		SACRAMENTO	CA	95827-2320	365.29
AUVERNAT DR		RANCHO CORDOVA	CA	95670-6921	365.29
AUGIBI WAY		RANCHO CORDOVA	CA	95670-3616	365.34
AUGIBI WAY		RANCHO CORDOVA	CA	95670-3616	365.34
BALADA WAY		RANCHO CORDOVA	CA	95670-6922	365.87
COLOMA RD		RANCHO CORDOVA	CA	95670-3657	366.04
PROGRESS CT	UNIT 1775	RANCHO CORDOVA	CA	95741-4006	366.40
CORINO WAY		RANCHO CORDOVA	CA	95742-8033	366.78
CLENDENEN WAY		SACRAMENTO	CA	95826-5512	367.17
TOPAZ VALLEY WAY		RANCHO CORDOVA	CA	95742-8023	367.24
RIBIER WAY		RANCHO CORDOVA	CA	95670-3746	368.42
CLARECASTLE CT		SACRAMENTO	CA	95826-5025	370.99
CLARECASTLE CT		SACRAMENTO	CA	95826-5025	370.99
AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2279	370.99
ROSE HILL CT		RANCHO CORDOVA	CA	95670-2230	370.99
KELLOGG WAY		RANCHO CORDOVA	CA	95670-2453	371.14
BETLEN CT		RANCHO CORDOVA	CA	95670-5302	371.28
AVERELL CT		RANCHO CORDOVA	CA	95670-2304	371.29
DEERTRACK PL		PIKEVILLE	NC	27863-9524	372.39
PO BOX 1772		FAIR OAKS	CA	95628-1772	372.47
WYDA WAY	APT 13A	SACRAMENTO	CA	95825-0977	373.22
SAINT JAMES CT		GALT	CA	95632-8154	373.22
VERDELLO WAY		RANCHO CORDOVA	CA	95670-3642	373.22
SOUTHWIND CIR		ROCKLIN	CA	95765-4829	373.22
S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5825	373.22
PO BOX 292082		SACRAMENTO	CA	95829-2082	373.22
MANNOCK CT		FOLSOM	CA	95630-8612	373.22

HOGARTH DR		SACRAMENTO	CA	95827-2343	373.29
MALAGA WAY		RANCHO CORDOVA	CA	95670-3608	373.36
NEBULA WAY		SACRAMENTO	CA	95827-2913	373.58
CAMPANA WAY		RANCHO CORDOVA	CA	95670-3914	374.07
BEXLEY DR		SACRAMENTO	CA	95827-2301	374.53
KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2808	374.54
SMITHEE DR		SACRAMENTO	CA	95827-2471	374.57
MIRA RIVER CT		RANCHO CORDOVA	CA	95670-2718	374.62
BURLINE ST		SACRAMENTO	CA	95827-3543	374.62
EL CEDRO CT		RANCHO CORDOVA	CA	95670-2013	374.62
DE SOTO WAY		SACRAMENTO	CA	95827-2404	374.89
6TH ST	APT 3	ROSEVILLE	CA	95678-3973	375.03
WILDWIND CT		SACRAMENTO	CA	95827-3064	375.04
BETLEN CT		RANCHO CORDOVA	CA	95670-5302	375.14
CABERNET WAY		RANCHO CORDOVA	CA	95670-4909	375.14
PASEO DR		RANCHO CORDOVA	CA	95670-3435	375.14
ENVERO WAY		RANCHO CORDOVA	CA	95670-6961	375.17
TWINWOOD LOOP		ROSEVILLE	CA	95678-5978	375.23
PALO VISTA WAY		RANCHO CORDOVA	CA	95670-3428	375.23
THORNHILL DR		SACRAMENTO	CA	95826-5037	375.24
TORMOLO WAY		RANCHO CORDOVA	CA	95670-3631	375.39
WOODCLIFF WAY		RANCHO CORDOVA	CA	95670-2241	375.44
QUEENWOOD DR		RANCHO CORDOVA	CA	95670-5113	375.44
LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3430	375.45
FELTHAM WAY		SACRAMENTO	CA	95827-2314	375.45
VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2468	375.48
BISCANEWOODS WAY		SACRAMENTO	CA	95827-2331	375.52
OTTER CT		HAYWARD	CA	94542-2616	375.52
MALAGA WAY		RANCHO CORDOVA	CA	95670-3550	375.56
LAURELHURST DR		RANCHO CORDOVA	CA	95670-5815	375.56
ALTAWOOD CT		SACRAMENTO	CA	95827-2830	375.59
EL LUJO WAY		RANCHO CORDOVA	CA	95670-3159	375.59
MANDOLIN WAY		RANCHO CORDOVA	CA	95742-8084	375.62
OAKHAM DR		RANCHO CORDOVA	CA	95670-6262	375.63
PYLOS WAY		RANCHO CORDOVA	CA	95742-8039	375.66
MOOSE RIVER CT		RANCHO CORDOVA	CA	95670-2960	375.66
SONATA DR		RANCHO CORDOVA	CA	95670-5234	375.66
VIRGO ST		SACRAMENTO	CA	95827-2839	375.66
NEGRARA WAY		RANCHO CORDOVA	CA	95670-3823	375.66
NEBULA WAY		SACRAMENTO	CA	95827-2973	375.68
NEBULA WAY		SACRAMENTO	CA	95827-2973	375.68
PEGASUS WAY		SACRAMENTO	CA	95827-2348	375.68
MAMMOTH RIVER CT		RANCHO CORDOVA	CA	95670-2828	375.68
MOSSGLEN CIR		SACRAMENTO	CA	95826-1724	375.69
LA LOMA DR		RANCHO CORDOVA	CA	95670-3304	375.72
SILVERWOOD WAY		RANCHO CORDOVA	CA	95670-5532	375.72
ELMIRA RD	APT 238	VACAVILLE	CA	95687-4655	375.72
GLENEYRE CT		RANCHO CORDOVA	CA	95670-2312	375.72
LAURELHURST DR		RANCHO CORDOVA	CA	95670-5713	375.72
AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2272	375.72
WINCHESTER WAY		RANCHO CORDOVA	CA	95670-5347	375.72
TRONERO WAY		RANCHO CORDOVA	CA	95670-3612	375.72
WESTON WAY		RANCHO CORDOVA	CA	95670-5563	375.73
APPOLON DR		RANCHO CORDOVA	CA	95742-8074	375.73
VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2468	375.73

CORPORATE CENTER DR		POMONA	CA	91768-2642	375.73
CONSERVANCY WAY		RANCHO CORDOVA	CA	95742-7763	375.73
VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469	375.73
COMET CT		SACRAMENTO	CA	95827-2924	375.73
ACCORDIAN WAY		RANCHO CORDOVA	CA	95742-8080	375.73
FAIR OAKS BLVD		SACRAMENTO	CA	95864-5333	375.73
MANDOLIN WAY		RANCHO CORDOVA	CA	95742-8084	375.73
MISTY MORNING CIR		SACRAMENTO	CA	95827-3050	375.73
HOXSIE CT	UNIT B	FOLSOM	CA	95630-3307	375.73
QUEENWOOD DR		RANCHO CORDOVA	CA	95670-5109	375.73
PYXIS CIR		RANCHO CORDOVA	CA	95742-8056	375.73
SAINT THOMAS DR		FAIR OAKS	CA	95628-5312	375.73
DEBINA WAY		RANCHO CORDOVA	CA	95670-6973	375.73
MORAINA CIR		RANCHO CORDOVA	CA	95670-2020	375.73
NEBULA WAY		SACRAMENTO	CA	95827-2973	375.73
CRAWFORD WAY		SACRAMENTO	CA	95827-2461	375.73
CRAWFORD WAY		SACRAMENTO	CA	95827-2461	375.73
BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4277	375.73
CRAWFORD WAY		SACRAMENTO	CA	95827-2401	375.73
PO BOX 2602		RANCHO CORDOVA	CA	95741-2602	375.73
PO BOX 2602		RANCHO CORDOVA	CA	95741-2602	375.73
COBBLESTONE DR		RANCHO CORDOVA	CA	95670-4244	375.73
DE SOTO WAY		SACRAMENTO	CA	95827-2404	375.73
GOULD WAY		SACRAMENTO	CA	95827-2459	375.73
OSELOT WAY		RANCHO CORDOVA	CA	95670-6979	375.73
PO BOX 278123		SACRAMENTO	CA	95827-8123	375.73
VIEWWOODS CT		SACRAMENTO	CA	95827-2330	375.73
PO BOX 162		RANCHO CORDOVA	CA	95741-0162	375.73
SUNDANCE DR		ORANGEVALE	CA	95662-3110	375.73
WABASH RIVER CT		RANCHO CORDOVA	CA	95670-2728	375.73
KATHYWOOD CT		FAIR OAKS	CA	95628-6015	375.73
FARNSWORTH WAY		RANCHO CORDOVA	CA	95670-2214	375.73
DANBURY WAY		RANCHO CORDOVA	CA	95670-2207	375.73
OAKTON WAY		RANCHO CORDOVA	CA	95670-2441	375.73
MARYVALE WAY		RANCHO CORDOVA	CA	95670-2415	375.73
AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2466	375.73
AZALEA GARDEN WAY		RANCHO CORDOVA	CA	95742-8047	375.73
COLOMA RD		RANCHO CORDOVA	CA	95670-3938	375.73
MALVASIA DR		RANCHO CORDOVA	CA	95670-3747	375.73
VERNACCIA CIR		RANCHO CORDOVA	CA	95670-3724	375.73
BARBERA WAY		RANCHO CORDOVA	CA	95670-3742	375.73
ALPINE AVE		SACRAMENTO	CA	95826-4726	375.73
CERVANTES DR		RANCHO CORDOVA	CA	95670-4125	375.73
COLOMA RD		RANCHO CORDOVA	CA	95670-2325	375.73
VERDELLO WAY		RANCHO CORDOVA	CA	95670-3614	375.73
BYRD DR		RANCHO CORDOVA	CA	95670-3912	375.73
BISCAY WAY		RANCHO CORDOVA	CA	95670-3958	375.73
GOLD EXPRESS DR	STE 310-395	GOLD RIVER	CA	95670-4484	375.73
BUENA PLAZA CIR		RANCHO CORDOVA	CA	95670-5403	375.73
GLENFAIRE DR		RANCHO CORDOVA	CA	95670-3920	375.73
CORDOVA LN		RANCHO CORDOVA	CA	95670-3917	375.73
GLENVIEW WAY		RANCHO CORDOVA	CA	95670-5511	375.73
SPAULDING WAY		RANCHO CORDOVA	CA	95670-5522	375.73
WESTON WAY		RANCHO CORDOVA	CA	95670-5563	375.73
HUNT DR		RANCHO CORDOVA	CA	95670-5615	375.73

GILBERT WAY		RANCHO CORDOVA	CA	95670-3540	375.73
ARAGON WAY		RANCHO CORDOVA	CA	95742-8007	375.73
DERSINGHAM DR		SACRAMENTO	CA	95829-1463	375.73
CAHILL CT		SACRAMENTO	CA	95827-2305	375.73
INTANKO LN		WHEATLAND	CA	95692-9748	375.73
VIRGO ST		SACRAMENTO	CA	95827-2822	375.73
EL BURLON CIR		RANCHO CORDOVA	CA	95670-3118	375.73
CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2806	375.73
PEGASUS WAY		SACRAMENTO	CA	95827-2318	375.73
CORBIN WAY		SACRAMENTO	CA	95827-2339	375.73
BRIANTOWN CT		SACRAMENTO	CA	95827-2945	375.73
SEAL CT		SACRAMENTO	CA	95827-2714	375.73
LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3430	375.73
WINCHESTER WAY		RANCHO CORDOVA	CA	95670-5338	375.73
GRANBY DR		SACRAMENTO	CA	95827-3524	375.73
NEBULA WAY		SACRAMENTO	CA	95827-2934	375.73
REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5816	375.73
REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5817	375.73
REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5816	375.73
ABBOTTFORD WAY		RANCHO CORDOVA	CA	95670-5804	375.73
METEOR DR		SACRAMENTO	CA	95827-2911	375.73
PO BOX 578		RANCHO CORDOVA	CA	95741-0578	375.73
CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5606	375.73
WINCHESTER DR		RESCUE	CA	95672-9374	375.73
HEARTWOOD WAY		SACRAMENTO	CA	95827-2812	375.73
BEXLEY DR		SACRAMENTO	CA	95827-2335	375.73
EL SEGUNDO DR		RANCHO CORDOVA	CA	95670-3403	375.73
MISTY MORNING CIR		SACRAMENTO	CA	95827-3052	375.73
PAIUTE WAY		RANCHO CORDOVA	CA	95670-5624	375.73
PO BOX 661471		SACRAMENTO	CA	95866-1471	375.73
SARAMENT CT		SACRAMENTO	CA	95827-3534	375.73
MCGREGOR DR		RANCHO CORDOVA	CA	95670-3926	375.73
BASIE WAY		RANCHO CORDOVA	CA	95670-7315	375.73
PO BOX 278123		SACRAMENTO	CA	95827-8123	375.73
PO BOX 661471		SACRAMENTO	CA	95866-1471	375.73
OAKTON WAY		RANCHO CORDOVA	CA	95670-2441	375.73
ABBOTTFORD WAY		RANCHO CORDOVA	CA	95670-5840	375.73
BETSY WAY		RANCHO CORDOVA	CA	95670-4940	375.73
SANBURY CIR		RANCHO CORDOVA	CA	95670-5720	375.73
EL CHICO CIR		RANCHO CORDOVA	CA	95670-3124	375.73
PALM GROVE DR		SACRAMENTO	CA	95827-3533	375.73
NEBULA WAY		SACRAMENTO	CA	95827-2914	375.73
CALIFORNIA AVE		CARMICHAEL	CA	95608-3937	375.73
MORAINA CIR		RANCHO CORDOVA	CA	95670-2021	375.73
RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924	375.73
BETSY WAY		RANCHO CORDOVA	CA	95670-4940	375.73
KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2848	375.73
OAKTON WAY		RANCHO CORDOVA	CA	95670-2439	375.73
MARTINIO CT		RANCHO CORDOVA	CA	95670-3427	375.73
GWENDOLYN WAY		RANCHO CORDOVA	CA	95670-5636	375.73
NEWTON WAY		RANCHO CORDOVA	CA	95670-2054	375.73
SOBRANTE WAY		RANCHO CORDOVA	CA	95670-3316	375.73
STARRLYN WAY		RANCHO CORDOVA	CA	95670-2233	375.73
COLOMA RD		RANCHO CORDOVA	CA	95670-3657	375.73
LAGUNA BLVD	STE 112-555	ELK GROVE	CA	95758-4151	375.73

HOGARTH DR		SACRAMENTO	CA	95827-2343	375.74
ALANDALE WAY		RANCHO CORDOVA	CA	95670-5005	375.74
HUNT DR		RANCHO CORDOVA	CA	95670-5614	376.13
WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5433	376.71
VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469	376.81
MASSACHUSETTS AVE		LA MESA	CA	91941-7638	379.00
ARAMON DR		RANCHO CORDOVA	CA	95670-3803	381.00
EXPLORER DR		SACRAMENTO	CA	95827-2730	381.69
VIRGO ST		SACRAMENTO	CA	95827-2841	382.81
OCTAVIA WAY		RANCHO CORDOVA	CA	95670-2026	383.22
WOOD BRIDGE WAY		RANCHO CORDOVA	CA	95670-2252	383.60
EAGLE RIVER CT		RANCHO CORDOVA	CA	95670-2831	392.99
DAWES ST		RANCHO CORDOVA	CA	95670-2009	398.39
EXPLORER DR		SACRAMENTO	CA	95827-2718	399.76
MALVASIA DR		RANCHO CORDOVA	CA	95670-3748	402.55
PO BOX 1347		NORTH HIGHLANDS	CA	95660-1347	420.69
EASTERN AVE		SACRAMENTO	CA	95821-3203	424.35
GRAYSON WAY		RANCHO CORDOVA	CA	95670-5609	428.46
CYPRESSWOOD WAY		RANCHO CORDOVA	CA	95670-5207	429.44
EL SEGUNDO DR		RANCHO CORDOVA	CA	95670-3458	429.44
CARIEL CT		RANCHO CORDOVA	CA	95670-4924	433.34
LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3430	454.54
RUDAT CIR		RANCHO CORDOVA	CA	95670-3947	460.80
KIMWOOD LN		RANCHO CORDOVA	CA	95670-4210	461.26
FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2461	469.74
PO BOX 277872		SACRAMENTO	CA	95827-7872	474.79
PO BOX 277872		SACRAMENTO	CA	95827-7872	474.79
S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714	480.32
MADDIEWOOD CIR		SACRAMENTO	CA	95827-3066	487.54
PELARA WAY		RANCHO CORDOVA	CA	95670-6911	488.31
RIBIER WAY		RANCHO CORDOVA	CA	95670-4839	489.38
KINGS RIVER CT		RANCHO CORDOVA	CA	95670-2909	490.95
UTOPIA RIVER CT		RANCHO CORDOVA	CA	95670-2931	491.43
COBBLESTONE DR		RANCHO CORDOVA	CA	95670-4231	491.55
RANCHO CORDOVA PKWY		RANCHO CORDOVA	CA	95742-8153	492.36
DOLECETTO DR		RANCHO CORDOVA	CA	95670-3545	493.87
GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2250	494.17
KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2913	494.30
LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-2971	494.80
AUTUMN SUNSET WAY		RANCHO CORDOVA	CA	95742-8009	494.93
JOERGER ST		RANCHO CORDOVA	CA	95670-5314	495.46
KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2912	495.46
COUNTRY WAY		SACRAMENTO	CA	95827-2411	495.46
COLOMA RD		RANCHO CORDOVA	CA	95670-3657	495.57
DOLECETTO DR		RANCHO CORDOVA	CA	95670-3602	495.57
GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5254	495.60
WHITNEY DR		FAIRFIELD	CA	94533-6537	495.64
FLAGLER WAY		RANCHO CORDOVA	CA	95670-6258	495.64
ZION WAY		SACRAMENTO	CA	95827-2943	495.64
HETCH HECHY DR		RANCHO CORDOVA	CA	95742-7762	495.64
TOPAZ VALLEY WAY		RANCHO CORDOVA	CA	95742-8023	495.64
COLOMA RD		RANCHO CORDOVA	CA	95670-3937	495.64
MONTAUK WAY		RANCHO CORDOVA	CA	95742-7724	495.64
NEBULA WAY		SACRAMENTO	CA	95827-2933	495.64
LAURELHURST DR		RANCHO CORDOVA	CA	95670-5713	495.64

ROSE HILL CT		RANCHO CORDOVA	CA	95670-2230	495.64
COLOMA RD		RANCHO CORDOVA	CA	95670-3938	495.64
LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-3401	495.64
GILBERT WAY		RANCHO CORDOVA	CA	95670-3513	495.64
RIOJO WAY		RANCHO CORDOVA	CA	95670-6966	495.64
TERRIER WAY		SACRAMENTO	CA	95827-2940	495.64
SPAULDING WAY		RANCHO CORDOVA	CA	95670-5521	495.64
GOLD EXPRESS DR	STE 310	GOLD RIVER	CA	95670-4484	495.64
CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5606	495.64
LOISDALE WAY		RANCHO CORDOVA	CA	957428029	495.64
PO BOX 35		RANCHO CORDOVA	CA	95741-0035	495.73
PLANO PKWY		CARROLLTON	TX	75010-4900	498.02
TIFFANY WEST WAY		SACRAMENTO	CA	95827-1419	526.24
BERWICK WAY		RANCHO CORDOVA	CA	95670-4935	543.40
DOLECETTO DR		RANCHO CORDOVA	CA	95670-3640	549.36
KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2929	549.36
HARTFORD CT		RANCHO CORDOVA	CA	95670-5813	576.06
ZION WAY		SACRAMENTO	CA	95827-2943	578.46
BARBERA WAY		RANCHO CORDOVA	CA	95670-3706	595.09
PEGASUS WAY		SACRAMENTO	CA	95827-2317	597.33
COLOMA RD		RANCHO CORDOVA	CA	95670-2103	611.80
GANZAN WAY		RANCHO CORDOVA	CA	95670-3623	659.02
EL BURLON CIR		RANCHO CORDOVA	CA	95670-3115	743.24
					166,569.31

Penalty 10%	Admin 5%	Total
2.11	1.06	24.27
2.16	1.08	24.81
2.38	1.19	27.40
2.50	1.25	28.70
2.59	1.29	29.76
2.76	1.38	31.79
2.88	1.44	33.17
2.99	1.49	34.37
3.47	1.74	39.91
3.55	1.77	40.77
3.87	1.94	44.53
3.87	1.94	44.53
3.87	1.94	44.53
3.87	1.94	44.53
3.87	1.94	44.53
3.87	1.94	44.53
3.87	1.94	44.53
3.89	1.95	44.76
4.08	2.04	46.86
4.14	2.07	47.63
4.35	2.17	49.98
4.40	2.20	50.59
4.45	2.23	51.22
4.57	2.29	52.60
4.57	2.29	52.60
4.57	2.29	52.60
4.57	2.29	52.60
4.57	2.29	52.60
4.57	2.29	52.60
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4.57	2.29	52.60
4.57	2.29	52.60
4.57	2.29	52.60
4.57	2.29	52.60
4.57	2.29	52.60
4.57	2.29	52.60
4.72	2.36	54.30
4.76	2.38	54.72
4.77	2.39	54.89
4.78	2.39	54.96
4.81	2.41	55.36
4.81	2.41	55.36
4.81	2.41	55.36
4.81	2.41	55.36
4.81	2.41	55.36
4.83	2.41	55.53
4.86	2.43	55.88
5.01	2.50	57.56

5.08	2.54	58.40
5.08	2.54	58.44
5.09	2.55	58.58
5.10	2.55	58.60
5.27	2.63	60.55
5.31	2.65	61.03
5.31	2.65	61.03
5.38	2.69	61.89
5.38	2.69	61.92
5.39	2.69	61.94
5.41	2.70	62.19
5.53	2.77	63.63
5.62	2.81	64.62
5.72	2.86	65.75
5.73	2.87	65.93
5.80	2.90	66.72
5.84	2.92	67.16
5.87	2.93	67.48
5.87	2.94	67.53
5.89	2.94	67.69
5.96	2.98	68.49
6.00	3.00	68.98
6.03	3.02	69.39
6.03	3.02	69.39
6.07	3.04	69.83
6.09	3.04	70.00
6.32	3.16	72.62
6.41	3.20	73.69
6.46	3.23	74.24
6.68	3.34	76.81
7.00	3.50	80.55
7.05	3.52	81.03
7.09	3.54	81.49
7.32	3.66	84.21
7.37	3.69	84.77
7.45	3.72	85.65
7.49	3.75	86.16
7.50	3.75	86.19
7.66	3.83	88.07
7.70	3.85	88.56
7.73	3.86	88.84
7.80	3.90	89.72
7.87	3.93	90.45
7.95	3.97	91.40
7.96	3.98	91.59
7.99	4.00	91.91
8.26	4.13	94.98
8.29	4.14	95.32
8.37	4.18	96.20
8.45	4.22	97.15
8.46	4.23	97.29
8.62	4.31	99.10
9.15	4.57	105.20
9.25	4.63	106.39
9.28	4.64	106.71

9.31	4.65	107.02
9.39	4.69	107.94
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
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9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.39	4.69	107.96
9.44	4.72	108.57
9.45	4.72	108.65
9.45	4.73	108.71
9.49	4.75	109.18
9.50	4.75	109.27
9.52	4.76	109.42
9.63	4.81	110.72
9.64	4.82	110.87
9.65	4.83	111.01
9.65	4.83	111.02
9.67	4.83	111.18
9.91	4.95	113.93
9.92	4.96	114.11
9.94	4.97	114.25
10.17	5.08	116.94
10.34	5.17	118.88
10.34	5.17	118.93
10.38	5.19	119.32
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10.80	5.40	124.25
10.87	5.44	125.03
11.26	5.63	129.51
11.27	5.63	129.56
11.68	5.84	134.37
11.73	5.86	134.88
11.82	5.91	135.92
12.01	6.01	138.16
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12.35	6.18	142.06
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12.39	6.19	142.43
12.39	6.19	142.46
12.44	6.22	143.05
12.44	6.22	143.05
12.44	6.22	143.05

12.44	6.22	143.05
12.44	6.22	143.05
12.68	6.34	145.76
12.70	6.35	146.03
12.74	6.37	146.49
12.82	6.41	147.37
13.13	6.56	150.98
13.31	6.66	153.07
13.42	6.71	154.34
13.60	6.80	156.39
13.65	6.83	156.99
13.72	6.86	157.80
14.11	7.06	162.31
14.12	7.06	162.41
14.40	7.20	165.62
14.42	7.21	165.81
14.42	7.21	165.81
14.47	7.24	166.45
14.61	7.30	167.99
14.70	7.35	168.99
14.70	7.35	168.99
14.70	7.35	168.99
14.70	7.35	168.99
14.70	7.35	168.99
14.70	7.35	168.99
14.70	7.35	168.99
14.70	7.35	168.99
14.70	7.35	168.99
14.70	7.35	168.99
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14.70	7.35	168.99
14.70	7.35	168.99
14.70	7.35	168.99
14.94	7.47	171.84
14.97	7.49	172.20
14.99	7.49	172.33
14.99	7.49	172.36
15.28	7.64	175.77
15.31	7.66	176.10
15.38	7.69	176.82
15.38	7.69	176.89
15.47	7.74	177.94
15.47	7.74	177.94
15.61	7.80	179.46
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16.76	8.38	192.79
16.80	8.40	193.14
16.80	8.40	193.21
16.88	8.44	194.10
17.04	8.52	195.94
17.38	8.69	199.88
17.38	8.69	199.88

17.38	8.69	199.88
17.54	8.77	201.68
17.57	8.79	202.09
17.75	8.88	204.13
17.81	8.91	204.82
18.00	9.00	207.02
18.04	9.02	207.41
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18.30	9.15	210.44
18.33	9.16	210.74
18.39	9.19	211.44
18.43	9.21	211.92
18.58	9.29	213.61
18.64	9.32	214.39
18.81	9.41	216.36
19.03	9.52	218.85
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20.18	10.09	232.09
20.19	10.10	232.20
20.50	10.25	235.78
20.51	10.26	235.87
20.53	10.27	236.13
20.53	10.27	236.13
20.53	10.27	236.13
20.53	10.27	236.13
20.53	10.27	236.13
20.60	10.30	236.84
20.81	10.40	239.28
20.83	10.41	239.51
20.86	10.43	239.84
20.86	10.43	239.90
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21.47	10.73	246.89
21.49	10.74	247.10
21.55	10.78	247.85
21.95	10.97	252.37
22.00	11.00	253.00
22.09	11.05	254.06
22.46	11.23	258.28
22.53	11.26	259.05
22.86	11.43	262.92
23.13	11.56	265.97
23.47	11.73	269.85
23.55	11.78	270.83
24.06	12.03	276.63
24.37	12.19	280.30
24.63	12.32	283.27
24.87	12.44	286.02
24.92	12.46	286.53
25.06	12.53	288.17
25.39	12.69	291.96
25.64	12.82	294.86

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26.88	13.44	309.12
26.96	13.48	309.99
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27.09	13.54	311.51
27.09	13.54	311.51
27.11	13.55	311.71
27.34	13.67	314.39
27.57	13.79	317.08
27.59	13.80	317.33
27.60	13.80	317.41
27.64	13.82	317.89
27.67	13.83	318.18
27.71	13.85	318.61
27.79	13.90	319.59
27.81	13.91	319.83
27.81	13.91	319.83
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29.24	14.62	336.24
29.32	14.66	337.18
31.06	15.53	357.17
31.08	15.54	357.39
31.19	15.60	358.73
31.41	15.70	361.16
31.47	15.73	361.89
31.47	15.73	361.89
31.60	15.80	363.34
31.60	15.80	363.34
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31.78	15.89	365.48
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31.80	15.90	365.73
31.80	15.90	365.73
31.81	15.90	365.79
31.81	15.90	365.79
31.81	15.90	365.79
31.81	15.90	365.79
31.83	15.92	366.09
32.40	16.20	372.57
32.57	16.29	374.59
32.77	16.39	376.86
33.24	16.62	382.27
34.02	17.01	391.26

34.02	17.01	391.26
34.02	17.01	391.26
34.38	17.19	395.39
34.40	17.20	395.54
34.43	17.21	395.89
34.62	17.31	398.16
34.81	17.41	400.33
34.86	17.43	400.83
34.86	17.43	400.87
34.96	17.48	402.09
34.96	17.48	402.09
35.14	17.57	404.09
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35.38	17.69	406.82
35.38	17.69	406.82
35.38	17.69	406.82
35.40	17.70	407.13
35.45	17.72	407.64
35.45	17.72	407.64
35.45	17.72	407.64
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36.60	18.30	420.95
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36.72	18.36	422.25
36.72	18.36	422.33
36.84	18.42	423.68
37.10	18.55	426.64
37.10	18.55	426.64
37.10	18.55	426.64
37.10	18.55	426.64
37.11	18.56	426.81
37.13	18.56	426.97
37.13	18.56	426.98
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37.25	18.62	428.34
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37.32	18.66	429.20
37.32	18.66	429.20
37.32	18.66	429.20
37.32	18.66	429.20
37.32	18.66	429.20

37.33	18.66	429.28
37.34	18.67	429.36
37.36	18.68	429.62
37.41	18.70	430.18
37.45	18.73	430.71
37.45	18.73	430.72
37.46	18.73	430.76
37.46	18.73	430.81
37.46	18.73	430.81
37.46	18.73	430.81
37.49	18.74	431.12
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37.52	18.76	431.51
37.52	18.76	431.53
37.54	18.77	431.70
37.54	18.77	431.76
37.54	18.77	431.76
37.55	18.77	431.77
37.55	18.77	431.77
37.55	18.77	431.80
37.55	18.78	431.85
37.55	18.78	431.85
37.56	18.78	431.89
37.56	18.78	431.89
37.56	18.78	431.93
37.56	18.78	431.93
37.56	18.78	431.96
37.56	18.78	431.97
37.57	18.78	432.01
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37.57	18.78	432.01
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37.57	18.79	432.08
37.57	18.79	432.08
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37.57	18.79	432.09
37.57	18.79	432.09
37.57	18.79	432.09

[illegible]

[illegible]

49.56	24.78	569.99
49.56	24.78	569.99
49.56	24.78	569.99
49.56	24.78	569.99
49.56	24.78	569.99
49.56	24.78	569.99
49.56	24.78	569.99
49.56	24.78	569.99
49.56	24.78	569.99
49.56	24.78	569.99
49.57	24.79	570.09
49.80	24.90	572.72
52.62	26.31	605.18
54.34	27.17	624.91
54.94	27.47	631.76
54.94	27.47	631.76
57.61	28.80	662.47
57.85	28.92	665.23
59.51	29.75	684.35
59.73	29.87	686.93
61.18	30.59	703.57
65.90	32.95	757.87
74.32	37.16	854.73
16,656.93	8,328.47	191,554.71

MEMORANDUM

DATE: July 23, 2013

TO: Honorable Mayor and Council Members

FROM: Dana Grossi, Housing Services Assistant

SUBJECT: Resolution Approving and Adopting a Revised 2013-14 Community Development Block Grant Action Plan



RECOMMENDATION

Approve Resolution No. 95-2013.

RESULT OF RECOMMENDED ACTION

City Manager will submit the revised 2013-14 Community Development Block Grant Action Plan to HUD and will direct staff to make any technical modifications deemed necessary.

BACKGROUND

Each year the City receives an entitlement allocation of Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). The CDBG program funds infrastructure, neighborhood improvements, and other community planning and development programs. The grant also helps the City to fund needed services in the community, including programs for seniors, homeless and near-homeless, and disadvantaged youth.

The Action Plan is an annual report that HUD requires recipients of CDBG funds to produce. This one-year budget plan addresses community development and low-and moderate-income housing needs in the City. Action Plans specify funding amounts for different projects, services, and programs proposed by Housing Services staff. The 2013-14 Action Plan will be the third Action Plan in the implementation of the five-year Consolidated Plan for the period 2011-2016. City Council approved a draft of the 2013-14 Action Plan on May 6, 2013, which was then submitted to HUD using estimated funding amounts for the 2013-14 program year. Funding was estimated because the City had not yet received its annual funding allocation from HUD for 2013-14, but still needed to submit an Action Plan by the deadline of May 15th. Now that City has received its actual funding allocation from HUD for 2013-14, funding amounts allocated to different projects, services, and programs in the Action Plan need to be revised to reflect actual, rather than estimated, allocations.

The table on page 2 shows revised funding amounts for the different projects, services and programs that were included in the originally submitted 2013-14 Action Plan. No new projects, services, or programs have been added to this revised plan. The revised funding proposed is based on the City's allocation of \$591,889 received from HUD for the 2013-14 program year. The table compares the revised funding levels (far right column) to the estimated funding levels

originally allocated in the previously submitted Action Plan. The original funding allocations (second column from right) were based on an estimated \$530,000 in total funding from HUD for 2013-14.

**REVISED FUNDING ALLOCATION FOR CDBG ACTIVITIES AND PROJECTS:
PROGRAM YEAR 2013-2014**

	Activity Name	Description	Output	Funding (Estimated)	Funding (Revised, based on actual allocation)
Housing					
	Rental Housing Inspection Program	Inspect rental units in CDBG target areas to find and correct code violations.	800 homes inspected	\$73,500	\$82,000
	Code Enforcement	Provide code enforcement services in CDBG target areas	800 homes inspected	\$73,500	\$82,000
	Emergency Repair Loan Program	Emergency repairs for very low- and low-income homeowners facing health and safety problems (including mobile homes)	15 loans made	\$97,500	\$120,727.85
Public Facilities					
	Police Activities League (PAL)	Supervise the acquisition and renovation of a dedicated building to house PAL activities (Project is funded, will be completed during the 2013-2014 program year)	1 public facility acquired and renovated	\$0*	\$0*
	Soil Born	Planning and	Planning and	\$0*	\$0*

	Farms	construction of ADA improvements to existing infrastructure at Soil Born Farms	construction of ADA improvements		
	Public Works ADA Improvements	Sidewalk repair and gap completion projects, including installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs	1 public works project completed	\$100,000	\$100,000
Public Services					
	Group Mentoring Initiative	Provide youth support and improve community involvement through intensive one-on-one youth mentoring	80 youth served	\$17,000	\$20,000
	Senior Nutrition Program (Meals on Wheels)	Provide homebound seniors with hot meals or frozen heat-and-serve meals and provide lunch to seniors at the Cordova Senior Center.	205 seniors provided meals	\$34,000	\$37,500
	Sacramento Self-Help Housing	Provide housing services to residents who are in danger of homelessness, or who are already	75 households provided counseling	\$18,000	\$18,000

		homeless, to aid them in securing stable housing.			
	Respite CLUB	Provides senior respite day care services to seniors with severe memory loss.	24 seniors provided day care services	\$7,000	\$8,000
	Fair Housing	Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints.	30 households provided assistance and education	\$3,500 Services Funding (in addition to \$16,000 from Planning and Admin.)	\$5,283.35 Services Funding (in addition to \$16,000 from Planning and Admin.)
Planning and Administration					
	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program administration.	\$106,000 (\$16,000 of this total to be used to further Fair Housing efforts)	\$118,377.80 (\$16,000 of this total to be used to further Fair Housing efforts)
TOTAL				\$530,000	\$591,889

The City's actual CDBG allocation of \$591,889 for 2013-14 was more than the total amount that Housing Services staff originally estimated. As such, staff was able to allocate some of the additional funds to the following activities in the Public Services category: Group Mentoring Initiative, Senior Nutrition Program (Meals on Wheels), Respite C.L.U.B., and Fair Housing services. Sacramento Self-Help Housing did not receive an increase in its original allotment of \$18,000 for its housing counseling and referral services. That is because the City is taking an increased and direct role in responding to tenant/landlord and fair housing issues in the community, warranting an increase in funding for its Fair Housing activities instead.

Housing Services staff are also proposing that the Rental Housing Inspection Program, Code Enforcement activities, and Emergency Repair Loan Program receive increased funding from

the amounts that were estimated in the originally proposed 2013-14 Action Plan. Staff have also proposed an increase in the Planning and Administration funding category.

The public has been invited to review and comment on the revised 2013-14 Action Plan. The review period began on July 12, 2013, and will end on August 12, 2013. Residents and other stakeholders can view the revised 2013-14 CDBG Action Plan on the City's website, in the lobby of City Hall, or at the Sacramento Public Library located at 9834 Folsom Boulevard in Sacramento, CA 95827.

ATTACHMENT

Resolution No. 95-2013 including Exhibit A, the revised draft of 2013-14 CDBG Action Plan.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 95-2013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
 APPROVING AND ADOPTING A REVISED 2013-14 COMMUNITY DEVELOPMENT BLOCK
 GRANT ACTION PLAN, AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE
 ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, the Community Development Block Grant (CDBG) Program, authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended (Act), requires that jurisdictions provide for the issuance of grants in order to attain the objective of providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, there has been presented to, and reviewed by this City Council, the 2013-2014 CDBG Action Plan (Action Plan), which describes programs to be funded, in compliance with the goals and objectives of the 2011-2016 Consolidated Plan, for the 2013-2014 program year; and

WHEREAS, City Council approved a draft of the 2013-14 Action Plan on May 6, 2013, which was then submitted to the U.S. Department of Housing and Urban Development (HUD);

WHEREAS, the previously approved and submitted Action Plan was based on estimated rather than actual funding levels for 2013-14; and

WHEREAS, the Action Plan has been revised to reflect actual, rather than estimated, funding levels for 2013-14;

WHEREAS, there has been presented to, and reviewed by this City Council, a revised Action Plan, which includes updated funding allocations for the projects, services, and programs outlined in the originally submitted Action Plan for 2013-14; and

WHEREAS, there has been presented to, and reviewed by this City Council, Certifications to the U.S. Department of Housing and Urban Development (HUD), including those regarding affirmatively furthering fair housing, anti-displacement and relocation plan, drug free workplace, anti-lobbying, authority of jurisdiction, consistency with strategic plan, citizen participation, community development plan, following Consolidated Plan, use of funds, prohibition of excessive force, compliance with anti-discrimination laws, and lead-based paint; and

WHEREAS, the Action Plan, and a notice of the 30-day public comment period, have been published for citizen comment prior to forwarding the documents to City Council for approval, which comment period will remain open for the full 30 days continuing after this hearing; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager, or his designee, to submit the revised Action Plan to HUD. Adoption of Resolution 95-2013 adopts the revised Action Plan, which serves as the CDBG budget for July 1, 2013 to June 30, 2014 (FY 2013-14).

ATTACHMENT 1

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

2013-2014 CDBG Action Plan

Revised 6/20/2013

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EXECUTIVE SUMMARY

The 2013-2014 Action Plan is a one-year plan to address the community development and low- and moderate-income housing needs in the City of Rancho Cordova. It is the third Action Plan in the implementation of the City's five-year Consolidated Plan for the period 2011-2016. City Housing Services Division staff are responsible for implementing both the Consolidated Plan and the Annual Action plan. The City plans to use a variety of funding sources to meet its housing and community development needs, including Local Housing Trust Fund money, Community Development Block Grant (CDBG), and CalHome funds, as well as other local funds.

The City had not received its 2013-2014 allocation of CDBG funding from the U.S. Department of Housing and Urban Development prior to the Action Plan deadline of May 15th. As such, the City submitted an Action Plan assuming a CDBG allocation of approximately \$530,000 for 2013-2014. The final funding determination from HUD is \$591,889 for the 2013-2014 program year, which is more than what the City had originally assumed. As this is the case, this Action Plan has been revised to match the actual amounts. The City's actual funding allocation was not more than a 15% deviation from the estimates presented in the previously submitted Action Plan, so the document did not need to be taken to City Council for approval, as per the City's policy for Action Plan amendments. The only changes made to this revised Action Plan are to the funding allocations for each of the proposed CDBG activities and projects. This revised Action Plan does not add any new activities or programs, nor does it change the scope, location, purpose, or beneficiaries of any of the activities originally proposed.

In the previous program year, City staff entered into 2-year contracts with its subrecipients providing CDBG funded services. These organizations include: Folsom Cordova Community Partnership (FCCP), Meals on Wheels (MOW), Sacramento Self-Help Housing (SSH), and Respite C.L.U.B. by the Cordova Neighborhood Church (CNC). The City has contracted with these organizations in the past for the CDBG services they provide, and is confident in their capacity to report regularly on activities performed. To save time and administrative burden on the part of both the City and the organizations, staff implemented 2-year contracts to allow for a continuation of these services through the 2013-2014 program year. All subrecipients will be reporting achievements on an annual basis, which will be reported through IDIS and the Consolidated Annual Performance Evaluation Report (CAPER). In its Request for Proposals for 2013-2014 program year funding, the City advertised funding availability for capital improvements projects only. The City received no applications for CDBG funding for this upcoming year.

Throughout the process of drafting the Action Plan, City staff encouraged citizen participation and feedback. Staff invited residents to attend a Public Hearing and provide feedback on the proposed 2013-2014 Action Plan, and gave individuals an opportunity to review the draft document. The document was made available at City Hall, the local library, and on the City's website. Staff provide key objectives below, based on feedback received and staff's knowledge of services and infrastructure needs in the community.

OBJECTIVES

The City's key objectives for the 2013-2014 funding period are based on the public surveys used in the 2011-2016 Consolidated plan and include the following:

- Improve housing opportunities, accessibility, affordability, and sustainability:
 - Continue to fund the City's Emergency Repair Loan Program to make it possible for more residents to receive emergency health and safety repairs to their homes.
 - Continue to arrest decline in deteriorated areas of the City by requiring rental property owners to fix code violations and improve their properties, and continuing code enforcement efforts.
- Continue assisting community-based organizations with funding that allows them to provide new or expanded services to target low-income residents, especially seniors and youth;
- Improve accessibility to public facilities for youth and seniors, primarily providing after school activities through PAL and daytime activities for seniors at the Cordova Senior Center.
- Improve accessibility, including ADA improvements, to public infrastructure, such as sidewalks, crosswalks, and other public facilities, that increase public safety and improve the living environment of the City.

OUTCOMES

The City's housing outcomes for this planning period (July 1, 2013 – June 30, 2014) are primarily directed at providing needed services for youth, homeless, and seniors in the community, improving accessibility to community facilities, and providing funding for our Emergency Repair Loan Program to give more residents a chance to receive emergency health and safety repairs in their homes.

The City intends to continue to fund five public services programs, which are expected to benefit approximately 560 residents in the 2013-2014 program year:

- Senior Nutrition Services, which provides homebound seniors with hot meals or frozen heat-and-serve meals, and provides lunch to seniors at the Cordova Senior Center. The City signed a two year contract with MOW for these services in the 2012-2013 program year.
- Group Mentoring Initiative, which provides youth support and improves community involvement through intensive one-on-one youth mentoring. The City signed a two year contract with FCCP for these services in the 2012-2013 program year.
- Sacramento Self-Help Housing, which provides services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing. The City signed a two year contract with SSH for these services in the 2012-2013 program year.
- Respite CLUB, which provides affordable, senior respite day care services to senior with severe memory loss. The City signed a two year contract with CNC for these services in the 2012-2013 program year.
- Fair Housing services provided to residents by a Fair Housing Representative within the City's Neighborhood Services Division. The City implemented this service during the midyear amendment of the 2012-2013 Action Plan.

The City also plans to fund various capital improvements projects to benefit the community:

- City will continue to fund its Rental Housing Inspection Program, in which the Neighborhood Services Department inspects rental units in CDBG target areas to find and correct code violations.
- City will also continue funding its Code Enforcement activities, in which Neighborhood Services Code Enforcement officials provide code enforcement services in CDBG target areas.

- The City plans to continue funding the Emergency Repair Loan Program (ERLP), so that residents may continue to receive needed health and safety repairs to their homes.
- The City has already funded (through previous years' CDBG monies) and will supervise the acquisition and renovation of a community facility for at risk youth, which is expected to benefit at least 250 youth the first year of operation. The Police Activities League (PAL) will provide after-school activities to low-and moderate-income youth.
- Additionally, the City funded ADA accessibility upgrades for Soil Born Farms, a non-profit community farm that provides educational services and access to fresh food and community garden facilities to low and moderate income residents. This project was funded through the 2012-2013 program year, but is expected to be completed in the 2013-2014 program year.

EVALUATION OF PAST PERFORMANCE

The 2012-2013 program year is still in progress, and the Consolidated Annual Performance and Evaluation Report (CAPER) will be available for review in August of 2013. The CAPER for the previous 2011-12 program year was accepted by HUD as adequate, and is available on the City's website for viewing.

CITIZEN PARTICIPATION PROCESS

The City utilized the 2011-2016 Citizen Participation Plan in the creation of this Action Plan. The 2013-2014 Action Plan was presented at a City Council meeting on May 6th for Council approval. This Action Plan was noticed on April 19^h, and made available for public comment, which extended through May 23rd. According to the City's Citizen Participation Plan, the Public Comment Period must be open for a minimum of 30 days. This means that the Public Comment Period extended beyond the Council's adoption date. Any public comments received after Council adoption will be included in an amended Action Plan that will be presented to both City Council and HUD for approval.

Any public comment the City receives will be included in the Appendix to this document.

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, 2013 and June 30, 2014.

The major objectives of activities undertaken during the 2013-2014 funding year will be the furthering of issues identified in the 2011-2016 Consolidated Plan, which include efforts to:

- Arrest decline in deteriorated areas of the City by requiring rental property owners to fix code violations and improve their properties, and by increasing code enforcement efforts;
- Assist community-based organizations with funding that allows them to provide new or expanded services to target low-income residents, especially seniors and youth;
- Improve accessibility to public facilities for youth primarily through after school activities.
- Improve accessibility to public infrastructure around the City, including public right-of-way, sidewalk, crosswalks, and removal of other ADA barriers.

RESOURCES

The City of Rancho Cordova has not yet received a 2013-2014 CDBG funding allocation from the U.S. Department of Housing and Urban Development (HUD). As such, stated funding amounts in this document are estimates of funding to be received from HUD for this program

year. While some residents in the City may live in Section 8 properties or use Housing Choice Vouchers (formerly Section 8), these programs are managed by the local public housing authority, Sacramento Housing and Redevelopment Agency. The City supports private developers in their applications for low-income housing tax credits, when possible, but does not manage or administer affordable housing.

The City does not have any CDBG programs that are currently bringing in any program income. All program income from previous program years has been obligated, spent, and drawn down from HUD.

ACTIVITIES TO BE UNDERTAKEN

Table 1 provides a description of the activities to be undertaken during the 2013-2014 program year. The one-year objective (output) and the estimated amount of CDBG funding allocated to each activity are identified. All activities are anticipated to be completed during the program year (July 1, 2013 to June 30, 2014). More detailed descriptions of activities follow the table.

The City chose to emphasize increased access to public facilities, increased funding for health and safety improvements to residents' homes, and continued funding of public services activities with its CDBG funding, as there are relatively few other sources of funding available to finance these activities. Within public services, the City gave a high priority to activities serving seniors and youth, as well as providing fair housing outreach, education, and service efforts in the community.

TABLE 1

PROPOSED CDBG ACTIVITIES AND PROJECTS:
PROGRAM YEAR 2013-2014

Goal	Activity Name	Activity Description	Output	Funding
Housing				
HS-1, HS-2	Rental Housing Inspection Program	Inspect rental units in CDBG target areas to find and correct code violations.	800 homes inspected	\$82,000
HS-1, HS-2	Code Enforcement	Provide code enforcement services in CDBG target areas	800 homes inspected	\$82,000
HS-1, HS-2	Emergency Repair Loan Program	Emergency repairs for very low- and low-income homeowners facing health and safety problems (including mobile homes)	15 loans made	\$120,727.85
Public Facilities				
CD-2 CD-3 CD-4	Police Activities League (PAL)	Supervise the acquisition and renovation of a dedicated building to house PAL activities (Project is funded, will be completed during the 2013-2014 program year)	1 public facility acquired and renovated	\$0*
CD-2 CD-3 CD-4	Soil Born Farms	Planning and construction of ADA improvements to existing infrastructure at Soil Born Farms	Planning and construction of ADA improvements	\$0*
CD-2	Public Works	Sidewalk repair and	1 public works	\$100,000

CD-3 CD-4	ADA Improvements	gap completion projects, including installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs	project completed	
Public Services				
CD-2, CD-3	Group Mentoring Initiative	Provide youth support and improve community involvement through intensive one-on-one youth mentoring	80 youth served	\$20,000
CD-1, CD-3	Senior Nutrition Program (Meals on Wheels)	Provide homebound seniors with hot meals or frozen heat-and-serve meals and provide lunch to seniors at the Cordova Senior Center.	205 seniors provided meals	\$37,500
HA-1, CD-3	Sacramento Self-Help Housing	Provide housing services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing.	75 households provided counseling	\$18,000
CD-1, CD-3	Respite CLUB	Provides senior respite day care services to seniors with severe memory loss.	24 seniors provided day care services	\$8,000
HS-1, HS-2	Fair Housing	Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating	30 households provided assistance and education	\$5,283.35 Services Funding (in addition to \$16,000 from Planning and Admin.)

discrimination complaints.				
Planning and Administration				
	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program administration.	\$118,377.80 (\$16,000 of this total to be used to further Fair Housing efforts)

* Project was funded in previous program year(s), and is expected to be completed during the 2013-2014 program year.

HOUSING ACTIVITIES

RENTAL HOUSING INSPECTION PROGRAM

The rental housing inspection program is an area benefit activity wherein CDBG is partially funding the salary and benefits for 1 FTE code enforcement officer whose duties will include inspecting rental units within the CDBG target area (see Figure 1). The City has many rental units which, due to general age and deferred maintenance, are out of compliance with applicable codes. This program, in coordination with private investment by property owners, will arrest the decline of the area by requiring landlords to improve their properties to meet health and safety standards.

2013-14 Output: 800 rental units inspected

Outcome Category: DH-3 “Decent Housing with Purpose of New or Improved Sustainability”

Goals Addressed: HS-1, HS-2

Funding: \$82,000

CODE ENFORCEMENT

The code enforcement program is also an area benefit activity wherein CDBG is partially funding the salary and benefits for 1 FTE code enforcement officer whose responsibilities will include responding to code enforcement complaints and proactively enforcing City’s health and safety code in single family homes and businesses in the CDBG target area.

2013-14 Output: 800 units inspected

Outcome Category: DH-3 “Decent Housing with Purpose of New or Improved Sustainability”
 Goals Addressed: HS-1, HS-2
 Funding: \$82,000

EMERGENCY REPAIR LOAN PROGRAM

The Emergency Repair Loan Program (ERLP) provides loans of up to \$5,000 for mobile homes and up to \$7,500 for single family homes to low and moderate income owner-occupants who need to address immediate health and safety deficiencies in their properties. The loans are forgivable over 5 years. The City is in the process of updating its ERLP Guidelines this program year, including increasing the maximum loan amounts, to account for the increased cost of services and supplies needed to make these repairs. To support increases in loan amounts in the future, and to provide more loans to more residents, the City is proposing to dedicate \$97,500 to the ERLP.

2013-14 Output: 15 loans to be made
 Outcome Category: DH-2 “Affordability of Decent Housing”
 Goals Addressed: HS-1, HS-2
 Funding: \$120,727.85

PUBLIC FACILITIES

POLICE ACTIVITIES LEAGUE (PAL) FACILITY ACQUISITION

The Police Activities League will be permanently acquiring a 3,000 square foot portable building and leasing permanent space and utilities from the Folsom Cordova Unified School District, for the building for a minimum of 15 years. The organization intends to pay a lump sum for the 15-year lease amount up front. This project was funded three program years (2010-2011, 2011-2012, and 2012-2013), for a total funding amount of \$275,100. The project was previously stalled, but will be completed during the 2013-2014 program year. The PAL program provides after-school activities and mentoring to at-risk and low and moderate income youth. The building will provide a dedicated youth fitness and boxing operated by PAL. Youth will have access to boxing training, along with other health and fitness-related activities. In addition, PAL will provide one-day, weekly, and monthly events all geared towards engaging, educating, and mentoring at-risk youth.

2013-14 Output: 1 public facility to be acquired through long-term lease
 Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”
 Goals Addressed: CD-2, CD-3, CD-4
 Funding: \$0 – Project is completely funded; facility acquisition/renovation pending

SOIL BORN FARMS

Soil Born Farms is an urban agriculture and education project that empowers youth and adults to participate in a local foods system that encourages healthy living, nurtures the environment, and grows a sustainable community. Soil Born Farms will participate in the planning and construction of ADA improvements to existing infrastructure at the facility. Soil Born Farms is located on property owned by the Cordova Recreation and Parks District. The \$95,650 allocated to this project is reallocated from Façade and Facilities Improvements, an activity identified in the 2012-13 Action Plan that is no longer deemed feasible.

2013-14 Output: Planning and construction of ADA improvements

Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”

Goals Addressed: CD-2, CD-3, CD-4

Funding: \$0 – Project funded in previous year – construction pending

PUBLIC WORKS ADA IMPROVEMENTS

The City plans to dedicate \$100,000 in CDBG funds to its Public Works Department for the Pedestrian Improvement Program, which will allow for continued development and improvement of annual sidewalk repair and gap completion projects that provide safety and consistency in the existing pedestrian network. These improvements may include the installation of wheelchair ramps, crosswalks, and damaged sidewalk repairs. While the Public Works Department has engaged in pedestrian improvement activities with CDBG funds prior to the 2012-2013 Action Plan Amendment, this amendment will implement a functional program that will facilitate annual funding.

2012-13 Output: 1 public works project completed

Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”

Goals Addressed: CD-2, CD-3, CD-4

Funding: \$100,000

PUBLIC SERVICES

GROUP MENTORING INITIATIVE

The Group Mentoring Initiative, operated by the Folsom Cordova Community Partnership (FCC), is a program that facilitates one-on-one mentoring for at-risk and disadvantaged youth. The program uses a multi-faceted mentoring and activity-based curriculum to encourage youth to stay away from socially disadvantageous activities and to pursue education and active community engagement. FCCP's Group Mentoring Initiative also received funding in the previous CDBG program year (2012-2013), and staff is confident with the organization's capacity to continue providing this important service to youth in Rancho Cordova.

2013-14 Output: 80 youth served
 Outcome Category: SL-1 "Availability/Accessibility of Suitable Living Environment"
 Goals Addressed: CD-2, CD-3
 Funding: \$17,000

SENIOR NUTRITION SERVICES (MEALS ON WHEELS)

The Senior Nutrition Services program (MOW) provides homebound seniors with hot meals or frozen heat-and-serve meals, and provides lunch to seniors at the Cordova Senior Center. MOW has received CDBG funding in previous program years, and provides a valued service to the City's senior population.

2013-14 Output: 205 seniors provided with meals
 Outcome Category: SL-1 "Availability/Accessibility of Suitable Living Environment"
 Goals Addressed: CD-1, CD-3
 Funding: \$37,500

SACRAMENTO SELF-HELP HOUSING

Sacramento Self-Help Housing, Inc. provides counseling and housing referrals to homeless and near-homeless individuals and households. With funding, the organization plans to continue operating in the City's primary low-income service center, the Rancho Cordova Neighborhood Center. In addition to providing counseling services, the organization will continue to provide tenant-landlord counseling, case management, and fair housing referrals. The proposed funding amount accounts for these additional services.

2013-14 Output: 75 households provided counseling
 Outcome Category: SL-1 "Availability/Accessibility of Suitable Living Environment"
 Goals Addressed: HA-1, CD-3
 Funding: \$18,000

RESPIRE CLUB

Respite C.L.U.B. is a service provided by the Cordova Neighborhood Church. The C.L.U.B., which has received CDBG funding in past years, provides affordable, senior respite day care service to seniors with severe memory loss. The program provides a much-needed service to seniors in the community, while also providing respite to individual caregivers (family members) who might otherwise need to pursue permanent living facilities for the seniors they care for.

2013-14 Output: 24 seniors provided day care services

Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”

Goals Addressed: CD-1, CD-3

Funding: \$8,000

FAIR HOUSING

The 2012-2013 Action Plan identified the City’s need to re-evaluate its efforts to Affirmatively Further Fair Housing. During the evaluation, the City identified tenant-landlord counseling and fair housing referral to be critical components of preventing homelessness and ensuring the affirmative furthering of fair housing in the community. The City is working with Sacramento Self-Help Housing to provide tenant-landlord counseling, case management, and fair housing referrals. The funding below will pay for training and staff time for the City’s new Fair Housing Representative, who will respond to calls and complaints received related to fair housing.

2013-14 Output: 30 households assisted

Outcome Category: SL-1 “Availability/Accessibility of Suitable Living Environment”

Goals Addressed: HS-1, HS-2

Funding: \$21,283 (\$5,283.35 from Services, \$16,000 from Planning and Administration)

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.

2013-14 Output: Quality administration of the CDBG program

Goals Addressed: PA-1

Funding: \$118,377.80 (\$16,000 of this total to go to furthering Fair Housing efforts)

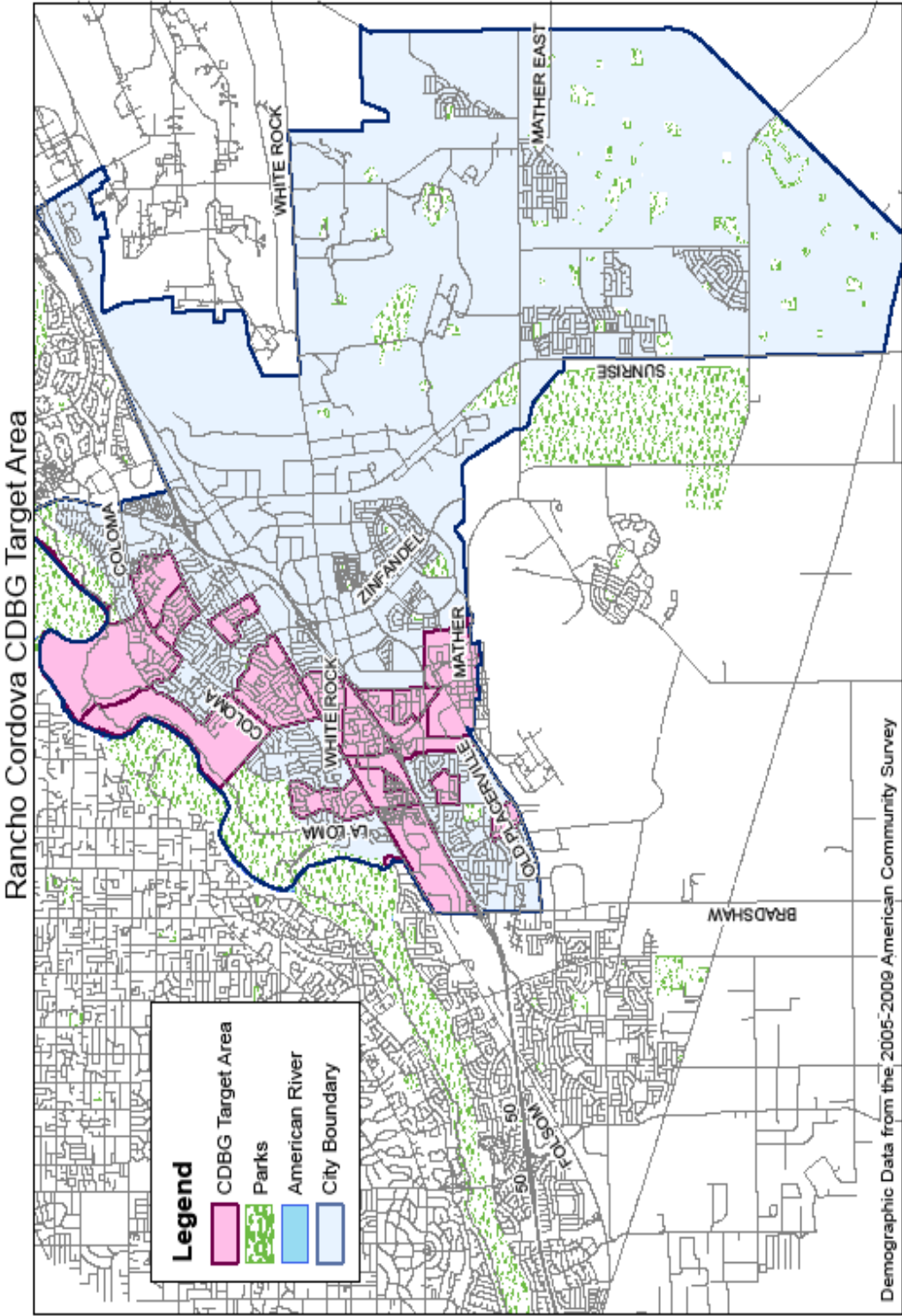
GEOGRAPHIC DISTRIBUTION

Geographic distribution of activities is widely varied, but most take place in or near low- and moderate-income areas. The location of an activity largely depends on the type of activity. Some of the City's 2013-14 activities, such as Meals on Wheels and housing counseling, are able to be offered to residents throughout the entire City. Figure 1 shows the CDBG Target Area for the program year 2013-14.

The Rental Housing Inspection Program and Code Enforcement activities funded by CDBG will take place in the City's designated CDBG Target Areas (Figure 1). The investment of other public and private funds in these areas will provide a comprehensive approach to revitalization.

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 senior services, youth services, and housing counseling will be available to residents citywide. Significant additional funding will also be used in the low and moderate income areas, as needed.

Figure 1



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 formerly homeless individuals, but all of our resources have very limited capacity. As identified in the 2011-2016 Consolidated Plan, the City's goal is to encourage a system of collaborative supportive services, located in the City, to allow for accessibility for residents. The City is seeking additional funding for programs and services aimed directly at assisting its homeless and special needs populations, as levels of CDBG funding appear to be in decline. For the 2013-14 program year, programs aimed at homeless and other special needs populations include:

- Homeless and family assistance to locate temporary or permanent housing, provided by Sacramento Self-Help Housing;
- Senior services, provided by Meals on Wheels and Cordova Neighborhood Church's Respite C.L.U.B.; and
- Youth services, provided by Police Activities League and Folsom Cordova Community Partnership.

In addition, the City in collaboration with the Veterans Affairs Hospital, Veterans Resource Center of America, Sacramento County, and Mercy Housing California, is actively pursuing the development of approximately 60 transitional housing opportunities for homeless veterans and 100 units of permanent supportive housing as part of the Mather Veterans Village development project. Furthermore, the Housing Division is in the process of developing affordable senior rental housing in the CDBG target area. The project is slated to be funded from 9% Tax Credits (potentially \$9 million) rather than CDBG. Finally, the City's Adopted Housing Element also identifies strategies to remove potential constraints to housing for persons with disabilities. These strategies include:

H.2.2.1 – Develop housing rehabilitation programs to assist in the improvement of owner- and renter-occupied housing units in the City. The housing rehabilitation program shall include a grant/loan component, when funding is available, for very low- and low-income households residing in housing units in need of rehabilitation; the program shall also include a grant component, when funding is available, for very low-income, senior, and disabled households, for emergency repairs.

These programs have been used to help low and moderate income disabled home-owners to address health and safety issues and to improve accessibility in their homes.

While the City does not operate any transitional housing facilities, it does cooperate with the County of Sacramento's Continuum of Care. The City is also home to one of the larger transitional housing facilities in the area located at the Mather Community Campus. The City's plan for the 2013-14 program year is to continue cooperating and actively engaging the County of Sacramento in its attention to homeless issues. These issues also include chronic homelessness and near homelessness. The City of Rancho Cordova also contracts with Sacramento Self-Help to provide housing counseling and homelessness prevention to Rancho Cordova residents. Sacramento Self-Help is accessible to Rancho Cordova residents via the internet, by telephone, and by walk-in appointment at their Sacramento office. The City will also continue the ADA Accessibility Improvements identified in the 2012-13 Action Plan Amendment, including Public Works ADA Improvements and Soil Born Farms Public Facility ADA Improvements. These activities include replacing deficient sidewalks, curb-cuts, and other pedestrian ADA improvements in the City and on the Soil Born Farm site. The City is also initiating in 2013-2014 an ADA Accessibility Improvement Program with Public Works to provide funding for sidewalk repairs and other ADA upgrades funded through CDBG over the next three CDBG program years.

OBSTACLES TO ADDRESSING UNDER-SERVED NEEDS

While there are several constraints to meeting the needs of target-income residents, the primary obstacle is the lack of available resources for services within the City's boundaries. Many services are located in the City of Sacramento or the County of Sacramento unincorporated areas that are not convenient for the residents of Rancho Cordova; additionally, those services located locally often do not have sufficient capacity to meet current needs and the City does not have sufficient resources to help those local service providers to build that capacity.

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 2013-14 program year, several organizations (including Sacramento Self-Help Housing, Cordova Neighborhood Church, and Folsom Cordova Community Partnership) are expected to provide services within Rancho Cordova.

FOSTER AND MAINTAIN AFFORDABLE HOUSING

The City's 2008-2013 Housing Element includes a number of important programs to facilitate the development of affordable housing in Rancho Cordova. Some of these programs include:

- Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project's plan for providing affordable housing. (Policy H.1.5)

- Provide neighborhood revitalization in existing areas through housing rehabilitation (owner- and renter-occupied units) and infill reuse. (Policy H.2.2)
- Pursue potential reuse and rehabilitation opportunities for additional housing along Folsom Boulevard. (Policy H.2.5)
- Provide a range of senior housing opportunities, including senior developments with single-story homes, independent living, assisted living, skilled nursing, and shared housing, and pursue opportunities and funding to convert existing apartment complexes to senior housing facilities. (Policy H.4.2)
- Provide housing for the special needs populations, including housing accessible for persons with disabilities (including veterans as a primary target group), large households, the homeless, and single-parent households. (Policy H.4.4)
- 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)

Additional measures are identified and explained in detail in the City's Housing Element. The City will be updating its Housing Element for the upcoming eight years (2013-2021), which is scheduled to be adopted October of 2013 upon approval from the California Department of Housing and Community Development (HCD).

REMOVE BARRIERS TO AFFORDABLE HOUSING

The City is undertaking a number of actions to reduce potential barriers and constraints to affordable housing as well as housing for special needs populations. These include creating funds in support of affordable housing development, as well as offering fee reductions, regulatory incentives, density incentives, as well as the operation of two home rehabilitation and repair programs, and several other options. These include the actions and policies listed above, in the Foster and Maintain Affordable Housing section, and the policies and actions listed above in the section on Homeless and Other Special Needs Populations, and can be found with additional detail in the City's 2008-2013 Housing Element.

DEVELOP INSTITUTIONAL STRUCTURE

The Housing Services Division within the City's Economic Development Department will be responsible for the management, implementation, and monitoring of the Consolidated Plan documents, including the Action Plan.

City staff will administer the programs and activities funded with CDBG funds. These staff members will work with the individual City divisions, such as Public Works, as well as partner districts, such as Folsom Cordova Unified School District and Cordova Park and Recreation

District, 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 of Sacramento, City of Sacramento, City of Citrus Heights, City of Elk Grove, City of Folsom, and other surrounding jurisdictions, including the Sacramento Housing and Redevelopment Agency and SACOG, to address the regional issues that affect the needs of target-income persons as well as special needs populations. The City intends to reinvigorate the regional CDBG working group to help streamline reporting and monitoring requirements for local service providers that operate within all/some of the jurisdictions. The goal in this effort is to reduce the burden of providing services within each jurisdiction with CDBG funding. The City also intends to work directly with service providers and local, state, and federal agencies (e.g., HUD and HCD).

PUBLIC HOUSING NEEDS

There are ten apartment complexes that include some of the 747 affordable housing units in Rancho Cordova. Some of these units are administered by Sacramento Housing and Redevelopment Agency (SHRA), which serves as the public housing authority for Sacramento County. The City of Rancho Cordova does not have its own local housing authority. Resident initiatives are handled directly by SHRA.

ANTI-POVERTY STRATEGY

The City's anti-poverty strategy is based on revitalizing the City's existing housing stock to provide safe and decent places to live, and supporting social services agencies that provide various services that promote income and housing stability. In addition, the City's strategy is to provide supportive services for target-income residents, including senior and youth services.

In the 2013-14 program year, the City plans the following anti-poverty programs:

- Senior nutrition programs, such as Meals on Wheels;
- Housing crisis intervention services, provided by Sacramento Self-Help Housing;
- Homeless services, provided by Sacramento Self-Help Housing and the processes set out in Sacramento County's Continuum of Care program; and
- Youth services aimed at fostering community involvement and increasing post-secondary education opportunities for low- and moderate-income youth.

LEAD-BASED PAINT HAZARDS

The City will comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992 as implemented in 24 CFR 35 Subpart B. Compliance includes the following strategies.

HOUSING REHABILITATION

All housing rehabilitation activities funded under this Plan will assess lead hazard risk before proceeding. This includes the planned Emergency Repair Program. This applies to any work on structures constructed prior to January 1, 1978. The work will comply with the appropriate level of protection indicated in 24 CFR 35.100.

All work on homes constructed prior to January 1, 1978, will have a lead hazard risk assessment conducted as described at 24 CFR 35.110.

At the completion of any prescribed lead hazard reduction activities, a clearance examination is required as described at 24 CFR 35.110.

INFORMATION AND EDUCATION

Households that participate in housing activities under this Plan, including home purchase, rental assistance, or rehabilitation, will be given educational material regarding the hazards of lead-based paint, signs of lead poisoning, and strategies to reduce exposure. Materials will include the use of HUD/EPA publications such as “Protect Your Family from Lead in Your Home.” Information will be provided in multiple languages.

TESTING

Blood testing of children occupying housing constructed prior to January 1, 1978 will be encouraged for all housing rehabilitation or emergency repair projects to ensure health and safety needs are being met. Testing can be in conjunction with housing programs, public health programs, or other programs conducted under this Plan.

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.

ANALYSIS OF IMPEDIMENTS COMPLIANCE

During the 2012-2013 program year, the City will completed a comprehensive review of its current Analysis of Impediments to identify progress and next steps to help ensure fair housing

access and choice in the Rancho Cordova Community. The CDBG funds that have been allocated to Fair Housing efforts will be utilized to help the City make progress in addressing the specific impediments identified in the Analysis of Impediments study completed in the 2010-2011 program year. City staff are working on a marketing plan for educating the community about fair housing rights. A general fair housing informational brochure has been printed and is in distribution, and fair housing flyers have been printed in 5 commonly spoken languages in the City (Spanish, Tagalog, Chinese, Russian, and Vietnamese).

MEMORANDUM



DATE: July 23, 2013

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator
Jessica Hayes, Housing Services Assistant

SUBJECT: DISPOSITION AND DEVELOPMENT AGREEMENT WITH MERCY HOUSING AND APPROVAL OF PERMANENT LOAN FUNDS AND SITE CONTROL FOR PHASE 1 OF THE MATHER VETERANS' VILLAGE AFFORDABLE HOUSING DEVELOPMENT FOR HOMELESS AND DISABLED VETERANS

RECOMMENDATION

Adopt **Resolution No. 96-2013**, authorizing the City Manager to execute the **Disposition and Development Agreement (DDA)** and related instruments with Mercy Housing, a California 501c3 not-for-profit corporation ("**Developer**") and approving a permanent loan for Mather Veterans' Village.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will provide the City Manager authorization to execute the DDA and related instruments with Developer for Phase 1 of Mather Veterans' Village, an affordable housing development for homeless and disabled veterans. It will also authorize the commitment of funds in the form of a permanent, deferred loan for development costs and provide for site control necessary for Mercy Housing to prepare a competitive Tax Credit application for project gap funding.

BACKGROUND

With the closure of Mather Air Force base in the 1990's, the County and various Federal agencies negotiated the future of the Mather Community Campus (MCC) to be dedicated to special needs populations including the homeless. For many years, the County has successfully operated an award winning transitional living and jobs training program on MCC. This property offered a unique opportunity to respond to the needs of homeless and disabled veterans. The City of Rancho Cordova, County of Sacramento and Mather Veterans' Hospital responded to this opportunity as the three entities cooperated to form the Sponsorship Team of the proposed Mather Veterans' Village. Mercy Housing (Developer) and Veteran's Resource Center of America (Service Coordinator) were selected through competition to comprise the Development Team for this effort.

On June 23, 2013 the City signed a 99 year lease with the County of Sacramento for 3.69 acres of property located within the Mather Community Campus. With this same action, the County also sold the existing Old Infirmary Building located on the leased land to the City for one dollar. On July 15, 2013 the City Council of the City of Rancho Cordova declared the project to be

categorically exempt from CEQA as per urban infill regulations, approved the Major Design review and conditions of approval and approved a Conditional Use Permit for phases 1 & 2 of the Mather Veterans' Village development. It is anticipated that the phase 1 development will include 50 permanent supportive housing units, in phase 2, the conversion and rehabilitation of the existing, vacant Infirmary building, creating up to an additional 60 transitional beds for disabled and homeless veterans, and a future phase 3 will include an additional 50 units of permanent supportive housing.

The action to approve the DDA as attached to this staff report covers only Phase 1 of the development program - the new construction of up to 50 permanent supportive housing units on approximately 1.1 acres of land. The recommended action will give Mercy Housing exclusive rights to an assignment of the City's lease for the 1.1 acres and the lease of approximately 5,221 square feet of the Old Infirmary building both for a term of 80 years. Finally the recommended action will authorize the commitment of a total of \$2,000,000 for predevelopment and "gap funding" dollars from the State Local Housing Trust Fund (\$1,000,000) and City matching funds (\$1,000,000). The \$2,000,000 loan will be in the form of a deferred, no interest permanent loan for 80 years to the Developer. This 50-unit development will be owned by the Developer or a related entity and will be governed by a regulatory agreement with the City of Rancho Cordova committing the units to remain affordable to veterans with incomes at or below 50% of the area median income.

These loan and site control commitments from the City, together with Developer performance requirements, are detailed in the DDA. If the proposed Tax Credit application is successful, staff expects a construction loan closing and construction start in the third quarter of 2014 with occupancy expected in the third quarter of 2015.

ATTACHMENTS

1. Resolution No. 96-2013.
2. DDA.

2109753.1

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 96-2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING EXECUTION OF A DISPOSITION AND DEVELOPMENT AGREEMENT AND RELATED INSTRUMENTS WITH MERCY HOUSING, A CALIFORNIA 501C3 NOT FOR PROFIT CORPORATION (“Developer”) AUTHORIZING AN ASSIGNMENT AND ASSUMPTION OF CITY LEASEHOLD PROPERTY IDENTIFIED IN EXHIBIT A TO THIS RESOLUTION AS PARCEL 1, AUTHORIZING EXECUTION OF A LEASE TO DEVELOPER OF AN AIR-RIGHTS PARCEL IDENTIFIED IN EXHIBIT A AS PARCEL 4, AND APPROVING A PERMANENT LOAN FOR THE MATHER VETERANS’ VILLAGE

WHEREAS, the City Council of the City of Rancho Cordova (“City”) has entered into a 99-year lease with the County of Sacramento for 3.69 acres of land located on the Mather Community Campus; and

WHEREAS, the City has also purchased fee title to the Old Infirmary Building located on the 3.69 acres; and

WHEREAS, the City has subdivided the 3.69 acres to create a 1.1 acre site (the “Property”) which, together with approximately 5,221 square feet of the ground floor of the northwest wing of the Old Infirmary building (the “Air-rights Parcel”) comprise Phase 1 of Mather Veterans’ Village, for the development of up to 50 units of affordable rental housing for disabled veterans (the “Project”); and

WHEREAS, the City, as the holder of the leasehold interest in the Property and holder of fee title to the Air-rights parcel, has identified Mercy Housing, a California 501c3 not for profit corporation (the “Developer”) as a potential developer of the Project; and

WHEREAS, the City received and matched a \$1,000,000 Local Housing Trust Fund grant from the State of California, creating a \$2,000,000 fund to subsidize the development of the Project; and

WHEREAS, the Developer intends to seek a Tax Credit award from the California Tax Credit Allocation Committee (CTCAC) for the Project as well as make application for other grants as they are available; and

WHEREAS, CTCAC as well as other grant sources require acceptable evidence of site control and funding commitments; and

WHEREAS, the City desires to enter into a Disposition and Development Agreement (“DDA”) with the Developer for development of the Project on the Property and the Air-rights Parcel; and

WHEREAS, the Project is subject to the requirements of and compliance with the National Environmental Policy Act ("NEPA"). On July 12, 2013 the City published a Finding of No Significant Impact.

WHEREAS, the Project is exempt from the California Environmental Quality Act ("CEQA") under the categorical exemption for in-fill development projects (CEQA Guidelines § 15332).

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

Section 1 The City Council finds that the Project is exempt from CEQA under CEQA Guidelines Section 15332, In-Fill Development. The City Council further finds that the Project is consistent with the City's General Plan, and the City's Zoning Code. The City certified an Environmental Impact Report ("EIR") for the General Plan and conducted additional environmental review for the Zoning Code. The City Council finds that there are no environmental impacts peculiar to the Project that have not been analyzed in previous environmental documents; therefore, no additional environmental review is required.

Section 2 The City Council authorizes the City Manager, on behalf of the City, to execute a DDA with the Developer, substantially in the form on file with the City Clerk, and to execute such other related instruments including without limitation a an assignment and assumption agreement for Parcel 1 and a space lease for Parcel 4, each as described in Exhibit A to the DDA attached hereto, and an affordable housing regulatory agreement, substantially in the form on file with the City Clerk, and to take such other actions as necessary to carry out the intent of this Resolution.

Section 3 The City Council also authorizes the City Manager, on behalf of the City, to approve expenditure of grant funds and the conversion of appropriate predevelopment funding already spent on the Project for the purpose of providing a deferred, no interest, permanent loan for the Project in the amount of two million dollars (\$2,000,000), provided that the City and Developer execute loan documents in form and content acceptable to the City Attorney.

Section 4 If any provision, sentence, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts.

Section 5 The above recitals are true and correct. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the above City Council action.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2013 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2110734.1

ATTACHMENT 2**DISPOSITION AND DEVELOPMENT AGREEMENT**

by and between

THE CITY OF RANCHO CORDOVA

and

Mercy Housing California, a 501(c)(3) not for profit corporation.

Mather Veterans' Village – Phase I

_____, 2013

Exhibits

- A City – County Lease Agreement
- B Assignment and Assumption Agreement
- C Legal Description of Phase I Property
- D Bill of Sale (Old Infirmary Building and Related Structures)
- E Space Lease
- F Regulatory Agreement
- G Form of Memorandum of Disposition and Development Agreement
- H Development and Performance Schedule
- I Approved Design Review
- J Financing Plan
- K Form of Certificate of Completion

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into effective as of _____, 2013 (“**Effective Date**”) by and between the City of Rancho Cordova, a California municipal corporation (“**City**”), and Mercy Housing California, a 501(c)(3) not for profit corporation (“**Developer**”). City and Developer are hereinafter individually referred to as “**Party**” and collectively referred to as the “**Parties**.”

RECITALS

A. In October of 2010, in response to a Request for Proposals, the Sacramento Housing and Redevelopment Agency (“**SHRA**”) together with the City of Rancho Cordova and the County of Sacramento, selected the development team of Mercy Housing California and Viet Nam Veterans of California to design, finance, build and operate Permanent Supportive Housing units for disabled veterans,

B. Subsequently, the City, County of Sacramento and Mather Veteran’s Hospital assumed co-sponsorship of the proposed project now known as Mather Veterans’ Village, and in July of 2012, the City of Rancho Cordova committed Two Million Dollars (\$2,000,000) in grant funding for the proposed project.

C. On May 3, 2013, the County of Sacramento received from the United States Air Force conveyance of fee title to certain properties in the Mather Community Campus area, including the property proposed for inclusion in the proposed project.

D. On May 20, 2013, the City Council of the City of (“**City Council**”) authorized the City Manager to execute a 99-year lease with the County of Sacramento for approximately 3.69 acres of property located on the Mather Community Campus area of the old Mather Air Force Base (the “**Property**”) for the development of Mather Veterans’ Village (“**County Lease**”). A copy of the County Lease dated June 24, 2013 is attached hereto as **Exhibit A** and incorporated herein by this reference.

E. The County Lease authorizes the assignment of the City’s interest therein to the Developer. The Parties intend to enter into an Assignment and Assumption Agreement (“**Assignment**”), substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference, upon satisfaction of all conditions precedent thereto as defined herein.

F. Also on May 20, 2013, the City Council introduced and waived the first reading of Ordinance 14-2013 amending Title 23.1000.030 C6 entitled “Mather Field Special Planning Area” to insert the term “*permanent supportive housing*” to the list of permitted uses in the “Campus District” of the “Human Services Subarea”.

G. Phase I of the overall development will be comprised of up to fifty (50) rental units of new construction, permanent supportive housing on 1.1 acres of land and an air-rights parcel as more particularly described in **Exhibit C**, attached hereto and incorporated herein by

this reference. The air-rights parcel will involve the rehabilitation and use of the ground floor of the existing northwesterly wing of the old Infirmary Building comprised of approximately 5221 square feet of lease space (collectively, the “**Phase I Property**”) for support and ancillary uses (the “**Project**”). In addition to the Phase I Property conveyed to the City pursuant to the County Lease, a memorandum of which shall be recorded in the Official Records, the City owns the old Infirmary Building, including the approximately five thousand two hundred twenty-one (5,221) square feet of improved ground floor space located in the northwesterly wing (“**Infirmary**”), and related structures, pursuant to a Bill of Sale from the County of Sacramento, a copy of which is attached hereto as **Exhibit D**. and incorporated herein by this reference.

I. By this Agreement, the City intends to lease a portion of the Old Infirmary Building to Developer for the Project (the “**Space Lease**”) as more particularly described in **Exhibit E**, attached hereto and incorporated by this reference. This lease for approximately five thousand two hundred twenty-one (5,221) square feet of Old Infirmary space together with the Assignment and Assumption Agreement for the 1.11 acres of vacant land, comprise the Project. It is the intent of the Parties to subsequently enter into additional Disposition and Development Agreements for each of the later phases of the overall development. The Project is more particularly described in Section 5.2 herein and in an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (“**Regulatory Agreement**”), substantially in the form attached hereto as **Exhibit F** and incorporated herein by this reference that shall be executed substantially concurrently herewith and recorded against the Phase I Property and the Project.

J. Financing for the Project is addressed in Article VI herein.

K. A material inducement to the City to enter into this Agreement is Developer’s agreement to develop the Project within the time periods specified herein and in accordance with the provisions hereof, and the City would be unwilling to enter into this Agreement in the absence of an enforceable commitment by Developer to complete the Project in accordance with such provisions and within such time periods, subject to the terms and conditions set forth herein.

L. In connection with this Agreement, Developer shall execute such documentation as City shall reasonably require in connection with Project financing, including without limitation the Regulatory Agreement, which shall require Project rents to be affordable to eligible households whose incomes do not exceed fifty percent (50%) of Area Median Income for a term of not less than fifty-five (55) years. This Agreement, the Assignment, the Form of Memorandum of Disposition and Development Agreement attached hereto as **Exhibit G** and incorporated herein by this reference, all City Project financing documents and the Regulatory Agreement are collectively hereinafter referred to as the “**City Documents**.”

NOW, THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE I

DEFINITIONS

1. Definitions. The following terms shall have the meanings set forth in the Sections referenced below whenever used in this Agreement and the Exhibits attached hereto. Additional terms are defined in the Recitals and text of this Agreement.

- 1.1 “**Certificate of Completion**” is defined in Section 5.15.
- 1.2 “**City**” is defined in the Preamble.
- 1.3 “**City Council**” is defined in Recital D.
- 1.4 “**City Documents**” is defined in Recital L.
- 1.5 “**Claims**” is defined in Section 5.17.
- 1.6 “**Conditions of Approval**” is defined in Section 5.2.
- 1.7 “**Construction Plans**” is defined in Section 5.11.
- 1.8 “**County Lease**” is defined in Recital D.
- 1.9 “**Environmental Laws**” is defined in Section 10.4.
- 1.10 “**Financing Plan**” is defined in Sections 3.3 and 5.7.
- 1.11 “**Hazardous Materials**” is defined in Section 10.3.
- 1.12 “**Improvements**” is defined in Section 5.2.
- 1.13 “**Indemnitees**” is defined in Section 5.17.
- 1.14 “**Official Records**” means the Official Records of Sacramento County.
- 1.15 “**Project**” is defined in Recital H and further described in Section 5.2.
- 1.16 “**Regulatory Agreement**” is defined in Recital I.
- 1.17 “**Space Lease**” is defined in Recital I.
- 1.18 “**Transfer**” is defined in Section 8.2.

ARTICLE II

REPRESENTATIONS; EFFECTIVE DATE; MEMORANDUM.

2.1 Developer’s Representations. Developer represents and warrants to City as follows, and Developer covenants that until the expiration or earlier termination of this Agreement, upon learning of any fact or condition which would cause any of the warranties and

representations in this Section 2.1 not to be true, Developer shall immediately give written notice of such fact or condition to City. Developer acknowledges that City shall rely upon Developer's representations made herein notwithstanding any investigation made by or on behalf of City.

(i) Authority. Developer is a 501(c)(3) not-for-profit corporation, duly organized and in good standing under the laws of the State of California. Developer has the full right, power and authority to undertake all obligations of Developer as provided herein, and the execution, performance and delivery of this Agreement by Developer has been duly authorized by all requisite actions. The persons executing this Agreement on behalf of Developer have been duly authorized to do so. This Agreement and the other City Documents constitute valid and binding obligations of Developer, enforceable in accordance with their respective terms.

(ii) No Conflict. Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

(iii) No Litigation or Other Proceeding. No litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of Developer to perform its obligations under this Agreement.

(iv) No Developer Bankruptcy. Developer is not the subject of a bankruptcy or insolvency proceeding.

2.2 Effective Date; Memorandum. The obligations of Developer and City hereunder shall be effective as of the Effective Date. The Parties shall execute a Memorandum of this Agreement substantially in the form attached hereto as **Exhibit G** and incorporated herein by this reference, which shall be recorded in the Official Records promptly upon execution of this Agreement. The City will not withhold consent to reasonable requests for subordination of the Memorandum to deeds of trust, regulatory agreements and related documents provided for the benefit of Project lenders approved pursuant to the Financing Plan provided that the instruments effecting such subordination include reasonable protections to the City in the event of default.

ARTICLE III

CONDITIONS PRECEDENT TO ASSIGNMENT OF COUNTY LEASE

3.1 Conditions Precedent. City shall assign the County Lease, as it is applicable to the Phase I Property, and will lease the Infirmary to Developer, in accordance with the provisions of Article IV herein following Developer's satisfaction of the conditions set forth in this Agreement and within the time limits specified in the Development Schedule attached hereto as **Exhibit H** and incorporated herein by this reference, unless such time is extended by the City at the discretion of the City Manager.

3.2 Scope of Development. Developer's proposed Scope of Development includes the Improvements and amenities set forth in Section 5.2. Pursuant to Resolution No. 75-2013, the City Council has approved the Design Review for the Project, attached hereto as **Exhibit I** and incorporated herein by this reference. By execution of this Agreement, City hereby approves the Scope of Development for the Project.

3.3 Financing Plan. As more particularly described in Section 5.7, Developer has submitted a Financing Plan for the Project (“**Financing Plan**”), attached hereto as **Exhibit J** and incorporated herein by this reference.

ARTICLE IV

DISPOSITION OF THE PHASE I PROPERTY

4.1 Assignment of County Lease and Execution of the Old Infirmary Parcel 4 Space Lease. Provided that all conditions precedent set forth in this Agreement have been satisfied, City shall assign to Developer all of City’s rights and responsibilities in the County Lease (**Exhibit A**) for Parcel I Property and shall lease the Infirmary space designated as Parcel 4, which actions taken together describe the disposition of property associated with Phase 1 as described in **Exhibit C**, in accordance with and subject to the terms and conditions of this Agreement, free and clear of all title defects, liens and encumbrances except: (a) the provisions and effect of this Agreement; (b) liens for nondelinquent taxes, assessments, and/or bonds; (c) title exceptions set forth in the Preliminary Title Report for the Property issued by Fidelity National Title Company and dated as of _____, 2013; and such other conditions, liens, encumbrances, restrictions, easements and exceptions as Developer may approve in writing (all of the foregoing collectively referred to as the “**Permitted Exceptions**”). Following the Effective Date, absent the consent of Developer, City shall not cause or voluntarily agree to allow a lien or other encumbrance to attach to the Phase 1 Property which would remain effective following such County Lease assignment.

4.2 Terms of Assigned County Lease and Infirmary Parcel 4 Space Lease. The terms of both the assigned County Lease and the lease of Parcel 4 from the City to Developer shall be for a term not to exceed eighty (80) years from the date of the issuance of the final certificate of completion for the Project. In the event that Developer has failed to obtain each entitlement, permit or approval required for the installation of improvements for Phase One, the term of this Agreement shall end no later than June 25, 2016

4.3 Cost of Assignment of Ground Lease. The cost of the assignment of the County Lease for the Phase I Property shall be One Dollar and No Cents (\$1.00) (“**Assignment Cost**”).

4.4 Cost of Infirmary Parcel 4 Space Lease. Provided that all conditions precedent set forth in this Agreement have been satisfied, City shall lease to Developer a separate legal air-rights parcel consisting of approximately five thousand two hundred twenty-one (5,221) square feet of improved space, as described in **Exhibit C** attached hereto and incorporated herein by this reference, for eighty (80) years, at a total cost of Eighty Dollars and No Cents (\$80.00) (“**Space Lease**”). Prior to the effectiveness of such Space Lease, Developer shall submit for City’s approval Covenants, Conditions and Restrictions satisfactory to City with respect the roles responsibilities of Developer and City for the maintenance and operation of the defined space during the course of the 80 year use and occupancy of the defined space by Developer or its permitted assignees.

4.5. Escrow. Escrow shall be opened at the office of Fidelity National Title Company, 11050 Olson Drive, Suite 200, Rancho Cordova, CA 95670 , attention Paul Avila ("Title Company" or "Escrow Agent") in order to consummate the closing of escrow ("Closing") for the transactions contemplated hereby.

4.6. Costs of Closing and Escrow. City shall pay all costs associated with removing any debt encumbering the Phase I Property and for all title insurance premiums for policies City may elect to acquire for the Phase I Property. All other Closing and Escrow costs, including without limitation all title insurance premiums for policies Developer elects to acquire, shall be paid by Developer.

4.7. Escrow Instructions; Recordation of Documents. City and Developer shall furnish Escrow Agent a copy of this Agreement, which, together with such supplemental instructions as City or Developer may agree upon in writing, shall serve as Escrow instructions for the assignment of the lease. Not later than one (1) day prior to the Closing Date, provided that all conditions precedent to conveyance have been satisfied, City shall deposit into Escrow an executed Assignment and an executed Space Lease. On the Closing Date, Escrow Agent shall cause the following documents to be recorded in the Official Records of Sacramento County in the following order: (i) the Regulatory Agreement, (ii) the Memorandum of DDA, (iii) the Assignment, and (iv) a Memorandum of Space Lease ("**Memo of Lease**").

4.8. City's Conditions to Closing. City's obligation to proceed with the Closing is subject to satisfaction or waiver by the City of all of the following conditions:

a. No Default. Developer shall not be in Default under the terms of this Agreement, and all representations and warranties of Developer shall be true and correct in all material respects.

b. Execution of Documents. Developer shall have executed and acknowledged the Regulatory Agreement, the Memorandum of DDA, the Assignment, the Space Lease, the Memo of Lease and all other documents required hereunder, and shall have delivered all such documents to City or into Escrow.

c. Satisfaction of Conditions Precedent. Developer shall have satisfied the conditions set forth in Article III.

4.9. Developer's Conditions to Closing. Developer's obligation to proceed with the Closing is subject to satisfaction or waiver by Developer of the following conditions:

a. No Default. City shall not be in Default under the terms of this Agreement, and all representations and warranties of City contained herein shall be true and correct in all material respects.

b. Execution of Documents. City shall have executed and acknowledged the Regulatory Agreement, the Memorandum of DDA, the Assignment, the Space Lease, the Memo of Lease and all other documents required hereunder, and shall have delivered such documents into Escrow.

c. Developer's Title Policy. The Title Company shall, upon payment of the premium therefor by Developer, be ready to issue a Leasehold ALTA title policy for the benefit of Developer, showing rights to the use of the Phase I Property pursuant to the Assignment, and use of the Infirmary space pursuant to the Space Lease, vested in Developer, subject only to the Permitted Exceptions and including such endorsements as Developer may reasonably request.

d. Consent to Disbursement of Funds. Developer shall have received written approval from the City confirming that the Conditions to Disbursement of Funds set forth in Sections 6.4(a)(i) through 6.4(a)(vi) herein have been satisfied by Developer.

ARTICLE V

DEVELOPMENT OF THE PROJECT

5.1 The Phase I Property. City represents and warrants that as of the Effective Date: (i) City possess a 99-year lease of the Phase I Property and owns the Infirmary Building in fee, and (ii) neither the Phase I Property nor the Infirmary Building is subject to any covenant, condition, restriction or agreement that would prevent the development of the Project in accordance with this Agreement. If at any time the foregoing statements become untrue, the City shall have the right to terminate this Agreement upon written notice to Developer.

5.2 Scope of Development. Developer shall develop the Project in accordance with the terms and conditions of this Agreement and in compliance with the terms and conditions of all approvals, entitlements and permits that the City or any other governmental body or entity with jurisdiction over the Project or the Phase I Property has granted or issued as of the date hereof or may hereafter grant or issue in connection with development of the Project, including without limitation, all mitigation measures imposed in connection with environmental review of the Project and all conditions of approval imposed in connection with any entitlements, approvals or permits (all of the foregoing approvals, entitlements, permits, mitigation measures and conditions of approval are hereafter collectively referred to as the “**Conditions of Approval**”).

The Project will consist of a three (3)-story, stick built, slab on grade building with at least two (2) elevators (“**Building**”). To the maximum extent possible, all parking will be covered. Not more than fifty (50) units shall be comprised of up to forty-four (44) single bedroom units and six (6) two-bedroom units. The Building will include laundry facilities a community room, , and common area quiet spaces either within the newly constructed spaces or in the 5,221 square feet of adjoining leased space. Project design will be subject to the City’s Design Review process. Subject to design and financial feasibility considerations, Developer will use best efforts to achieve a net-zero energy Building; extensive use of solar panels on parking coverage and Building roof; energy recapture technology; energy efficient fixtures and appliances, utilization of LED lighting technology; gardening space; and open outdoor areas that provide residents with a range of activities. All of the foregoing is collectively hereinafter referred to as the “**Improvements**”.

Notwithstanding anything to the contrary contained herein, the construction of the Project is expressly conditioned upon compliance with the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*, CEQA guidelines, and implementing regulations, all as amended from time to time (“**CEQA**”) and/or the National Environmental Protection Act of 1969, 42 U.S.C. Section 4321 *et seq.*, NEPA guidelines, and implementing regulations, all as amended from time to time (“**NEPA**”), as the same may be applicable to the Project. Required CEQA and NEPA studies and reports have been completed, all necessary NEPA approvals have been obtained, required notices have been filed and statute of limitations have expired. No physical activity, not otherwise exempt from CEQA or NEPA, as applicable, shall commence on the Phase I Property without such compliance.

5.3 Affordable Housing for Homeless and Disabled Veterans. Developer covenants and agrees for itself, its successors and assigns that Developer's interest in the Phase I Property will be subjected to recorded covenants that will restrict use of the Phase I Property to development of an affordable multi-family rental housing project in which not less than one hundred percent (100%) of the residential units in the Project shall be rented at an affordable cost to eligible households who qualify at or below fifty percent (50%) of Area Median Income (as defined in the Regulatory Agreement), in accordance with the terms hereof and the Regulatory Agreement. To the maximum extent permitted by law, occupancy shall be limited to a mix of disabled and homeless veterans.

5.4 Project Approvals. Developer acknowledges and agrees that execution of this Agreement by City does not constitute approval for the purpose of the issuance of building permits for the construction of the Project, does not limit in any manner the discretion of City in such approval process, and does not relieve Developer from the obligation to apply for and obtain all necessary entitlements, approvals, and permits for the construction of the Project, including without limitation, the approval of architectural plans, the issuance of any certificates regarding historic resources required in connection with the Project (if any), and the completion of any required environmental review.

Developer covenants that it shall: (i) obtain all necessary permits and approvals which may be required by City, or any other governmental agency having jurisdiction over the construction of the Project or the development of the Phase I Property, (ii) comply with all Conditions of Approval and other design and use considerations as detailed in the City's Design Review approval per **Exhibit I** attached hereto and incorporated herein by this reference, (iii) comply with all mitigation measures imposed in connection with any environmental review of the Project, and (iv) not commence construction work on the Project prior to issuance of building permits required for such work.

City staff shall work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all permits, entitlements and approvals necessary for development of the Project.

5.5 Fees. Subject to the approval of the financing subsidies identified in the Financing Plan, Developer shall be solely responsible for, and shall promptly pay when due, all customary and usual fees and charges of City in connection with obtaining building permits and other approvals for the Project, including without limitation, those related to the processing and consideration of amendments, if any, to the current entitlements, any related approvals and permits, environmental review, design review, architectural review, and any subsequent approvals for the Project or the development of the Phase I Property.

5.6 Cost of Construction. Except as expressly set forth herein, after the Effective Date, Developer shall be solely responsible for all direct and indirect costs and expenses incurred in connection with the design, development and construction of the Project and compliance with the Conditions of Approval, including without limitation the installation and construction of all off-site or on-site improvements required by City in connection therewith, except costs and expenses related to initial ALTA survey, land assemblage, relocation, lot-line adjustment, initial

market study and environmental clearance including additional environmental studies that may be required.

5.7. Financing Plan. As set forth in the attached Financing Plan (**Exhibit J**), Developer has provided City with a preliminary financing plan for the Project which describes (i) the estimated costs of Project development, including acquisition costs, and hard and soft construction costs, (ii) an operating pro forma which describes projected revenue and expenses for the Project, and (iii) identification of sources of construction and permanent financing. The Financing Plan must be in a form and content to provide sufficient detail to satisfy the requirements of Developer's proposed Tax Credit Allocation Committee ("TCAC") application. The Financing Plan may be the proposed TCAC proforma to be submitted with the TCAC application. Developer shall update the Financing Plan throughout the term of this Agreement to reflect any changes in the TCAC application proforma. Developer shall provide prior written notice to the City of any material proposed modifications. If the City fails to approve of any such modification within fifteen (15) calendar days following City's receipt of the proposed modifications, then the Financing Plan and the encumbrances which may be recorded against the Phase I Property in connection with the financing contemplated by the Financing Plan, shall be deemed approved by the City. The City agrees not to unreasonably withhold consent to proposed modifications to the Financing Plan.

Consistent with the Financing Plan, Developer shall apply for an allocation of nine percent (9%) low-income housing tax credits. Developer shall submit to the City a copy of Developer's application for tax credits for the Project concurrently with Developer's submittal of such applications to TCAC. The TCAC application shall reflect the current City- approved Financing Plan including a current schedule of sources and uses and updated development and operating pro formas, accompanied by evidence that all Project financing has been firmly committed by Developer, or lending institutions, subject only to commercially reasonable conditions or allocation(s) for low-income housing tax credits from TCAC. Additionally, Developer shall provide City with copies of draft and final copies of its Tax Credit Investor letter of intent and will obtain written approval from the City of the pay-in schedule of all tax credit equity proceeds.

Developer agrees to use best efforts to operate and manage the Project so as to maximize residual receipts there from, including without limitation using residual receipts to fund a social services program for Project residents.

Developer shall also cooperate in the resubmittal of the nine percent (9%) application for grant funding. It is anticipated that a competitive application will require that the Developer has received design review approval and all necessary public approvals except building permits.

5.7.1 Failure of 9% Tax Credit Application to Win Award. Failure of the Developer to receive an allocation of nine percent (9%) tax credit award by May 31, 2014 (or such date as Round #1-2014 TCAC awards are announced) will result in a resubmittal of the nine percent (9%) tax credit application in or about July of 2014 or later if the schedule changes. If at the end of the second attempt to receive an allocation of nine percent (9%) tax credits there is no award, Developer and City agree to meet and discuss alternative financing options which may

include an application for HOME funds. If there is no mutually agreeable alternate grant funding source or sources identified, the City at its sole discretion, may terminate this Agreement, retain all rights to the land and take assignment of all work products derived from the City's Predevelopment Funding.

5.8 Development Schedule (9% Tax Credit Scenario). Developer shall commence and complete plan development and construction of the Project and shall satisfy all other obligations of Developer under this Agreement within the time periods set forth herein and as described in the attached Development and Performance Schedule attached as **Exhibit H** hereto and incorporated herein by this reference, as such time periods may be extended upon the mutual written consent of the Parties. Subject to force majeure, the availability of financing, and the City's issuance of permits and approvals, Developer shall commence construction of the Project within thirty (30) days of issuance of building permits, but in any event no later than the later of : (i) December 15, 2014, or (ii) the latest date as may be permitted by TCAC. Developer, following the award of tax credits, shall diligently prosecute to completion the construction of the Project in order to allow City to issue a final certificate of occupancy in no event later than eight (8) months from the commencement of construction or such earlier date as may be required by TCAC. Subject to force majeure, the availability of financing, and the City's issuance of permits and approvals, Developer's failure to commence or complete construction of the Project in accordance with the time periods specified in this Section 5.8 and **Exhibit H** shall be an Event of Developer Default hereunder.

5.9 Rights of Access. For the purpose of ensuring that the Project is developed in compliance with this Agreement, Developer shall permit representatives of the City to enter upon the Phase I Property to inspect the Project following forty-eight (48) hours written notice, including without limitation inspection for labor standards compliance monitoring as described in Section 5.17 (except in the case of emergency in which case such notice as may be practical under the circumstances shall be provided). Developer shall have the right to accompany any City representative performing an inspection of the Project.

5.10 City Disclaimer. Developer acknowledges that City shall have the right to monitor, review, or inspect the progress of construction or the operation of the Project. Notwithstanding such right, Developer and all third parties shall rely on its or their own supervision and inspection in determining the quality and suitability of the materials and work, the performance of architects, subcontractors, and material suppliers, and all other matters relating to the construction and operation of the Project. Except as completed as part of the City's plan review and permitting process through the Building or Public Works Departments, any review or inspection undertaken by the City is solely for the purpose of determining whether Developer is properly discharging its obligations under this Agreement, and shall not be relied upon by Developer or any third party as a warranty or representation by the City as to the quality of the design or construction of the Improvements or otherwise.

5.11 Construction Plans. Prior to commencement of Project construction, Developer shall submit to City's Building Department detailed construction plans for the development of the Project (the "**Construction Plans**"). As used herein "**Construction Plans**" means all construction documents upon which Developer and Developer's contractors shall rely in constructing the Project (including the landscaping, parking, and common areas) and shall

include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans shall be based upon the scope of development set forth herein and as detailed in the approved Design Review documents (**Exhibit I**) and upon the approvals issued by the City for the Project, and shall not materially deviate therefrom without the express written consent of City. Provided that the Construction Plans are consistent with the requirements of this Agreement, approval of the Construction Plans by City staff shall be deemed approval thereof by City.

5.12 Construction Pursuant to Plans. Developer shall develop the Project in accordance with the approved Construction Plans, the Conditions of Approval, and all other permits and approvals granted by the City pertaining to construction of the Project. Developer shall comply with all directions, rules and regulations of any fire marshal, health officer, building inspector or other officer of every governmental entity having jurisdiction over the Phase I Property or the Project. Each element of the work shall proceed only after procurement of each permit, license or other authorization that may be required for such element by any governmental entity having jurisdiction. All design and construction work on the Project shall be performed by licensed contractors, engineers or architects, as applicable.

5.13 Changes in Construction Plans. If Developer desires to make any material change in the approved Construction Plans, Developer shall submit the proposed change in writing to City in accordance with its standard review process. Approval of changes to the Construction Plans by City shall be deemed approval thereof by City. Nothing in this Section is intended to or shall be deemed to modify the City's standard plan review procedures.

5.14 Defects in Plans. City shall not be responsible to Developer or to any third party for any defect in the Construction Plans or for any structural or other defect in any work done pursuant to the Construction Plans. Subject to the last sentence of this Section 5.14, Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against all Claims arising out of, or relating to, or alleged to arise from or relate to defects in the Construction Plans or defects in any work done pursuant to the Construction Plans whether or not any insurance policies shall have been determined to be applicable to any such Claims. Developer's indemnification obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement and the recordation of a Certificate of Completion and shall be assumed by any successor to Developer's interest in this Agreement. It is further agreed that City shall not, waive any rights against Developer which it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations pursuant to this Section shall not extend to Claims to the extent arising due to the gross negligence or willful misconduct of the Indemnitees. Developer's indemnification obligations set forth in this Section shall not apply to any Construction Plans that are not used by or on behalf of Developer or any entity affiliated with Developer, including without limitation, an entity controlled by or under common control with Developer. In addition, if City uses any of the Construction Plans (or permits a third party to use such Construction Plans), City agrees to release Developer from liability for Claims arising in connection with such use except to the extent any such Claim arises from the gross negligence or willful misconduct of Developer or Developer's employees, agents or representatives.

5.15 Certificate of Completion for Project. Promptly after completion of construction of the Project, issuance of a final Certificate of Occupancy by the City and the written request of Developer, the City will provide an instrument (“**Certificate of Completion**”) so certifying, provided that at the time such certificate is requested all applicable components of the Project have been completed. The Certificate of Completion shall be conclusive evidence that Developer has satisfied its obligations regarding the development of the Phase I Property.

The Certificate of Completion shall be issued substantially in the form attached hereto as **Exhibit K** and incorporated herein by reference, and, at Developer’s option, shall be recorded in the Official Records. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust or mortgage securing money loaned to finance the Project or any part thereof and shall not be deemed a notice of completion under the California Civil Code, nor shall such Certificate provide evidence that Developer has satisfied any obligation that survives the expiration of this Agreement, including without limitation, Developer’s obligations pursuant to the Regulatory Agreement.

5.16 Equal Opportunity. During the construction of the Project, there shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction of the Project, and Developer shall direct its contractors and subcontractors to refrain from discrimination on such basis.

5.17 Prevailing Wage Requirements. To the full extent required by all applicable State and Federal laws, rules and regulations, if any, Developer and its contractors and agents shall comply with California Labor Code Section 1720 *et seq.*, the Davis-Bacon Act, and the regulations adopted pursuant to each of them, as the same may be applicable to the Project (“**Prevailing Wage Laws**”), and shall be responsible for carrying out the requirements of such provisions. Developer, at its own expense, shall prepare and obtain approval from the City of a plan for monitoring, enforcing and reporting on the payment of prevailing wages. This plan shall describe penalties, approved by the City, for the Contractor if it fails to implement said plan and to satisfy on a timely basis the reporting requirements included in said plan.

Subject to the last sentence of this paragraph, Developer shall indemnify, defend (with counsel approved by City) and hold the City, and its respective elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the “**Indemnitees**”) harmless from and against all liability, loss, cost, expense (including without limitation attorneys’ fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage (all of the foregoing collectively “**Claims**”) which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781), the failure to comply with any state or federal labor laws, regulations or standards in connection with this Agreement, including but not limited to the Prevailing Wage Laws, or any act or omission of Developer related to this Agreement with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further

agreed that City does not and shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. The provisions of this Section 5.17 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project and shall be assumed by any successor to Developer's interest in this Agreement. Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of one or more of the Indemnitees. Developer's indemnification obligations set forth in this Section shall only apply to work performed by or on behalf of Developer or any entity affiliated with Developer, including without limitation, a Controlled Affiliate or an entity controlled by or under common control with Developer.

5.18 Compliance with Laws. In connection with development and construction of the Project, Developer shall comply, and shall cause its contractors to comply with all applicable federal, state and local laws, rules, ordinances and regulations, including without limitation, all applicable federal and state labor laws and standards, applicable provisions of the California Public Contracts Code (if any), the City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation, applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* Developer shall indemnify, defend (with counsel approved by City) and hold harmless the Indemnitees from and against any and all Claims arising in connection with the breach of Developer's obligations set forth in this Section whether or not any insurance policies shall have been determined to be applicable to any such Claims. It is further agreed that City shall not waive any rights against Developer which they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or Developer's deposit with City of any of the insurance policies described in this Agreement. Developer's indemnification obligations set forth in this Section shall not apply to Claims to the extent arising from the gross negligence or willful misconduct of the Indemnitees. Developer's defense and indemnification obligations set forth in this Section 5.18 shall survive the expiration or earlier termination of this Agreement and the issuance of a Certificate of Completion for the Project.

5.19 Liens and Stop Notices. Until the expiration of the term of the Regulatory Agreement, if a claim of a lien or stop notice is given or recorded affecting the Project or the Phase I Property, Developer shall within thirty (30) days of such recording or service: (a) pay and discharge (or cause to be paid and discharged) the same; or (b) effect the release thereof by recording and delivering (or causing to be recorded and delivered) to the party entitled thereto a surety bond in sufficient form and amount; or (c) provide other assurance satisfactory to City that the claim of lien or stop notice will be paid or discharged. The provisions of this Section 5.19 shall apply from and after Developer's acquisition of a leasehold interest in the Phase I Property.

5.20 Right of City to Satisfy Liens on the Phase I Property. If Developer fails to satisfy or discharge any lien or stop notice on the Phase I Property pursuant to and within the time period set forth in Section 5.19 above, the City shall have the right, but not the obligation, to satisfy any such liens or stop notices at Developer's expense with prior written notice to

Developer. In such event Developer shall be liable for and shall immediately reimburse City for such paid lien or stop notice. Alternatively, the City may require Developer to immediately deposit with City the amount necessary to satisfy such lien or claim pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Developer. Developer shall file a valid notice of cessation or notice of completion upon cessation of construction of the Improvements for a continuous period of thirty (30) days or more, and shall take all other reasonable steps to forestall the assertion of claims or liens against the Phase I Property or the Improvements. The City may (but has no obligation to), with prior written notice to Developer, record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Phase I Property and the Improvements.

5.21 Performance and Payment Bonds.

Prior to commencement of construction work on the Project, Developer shall cause its general contractor to deliver to the City copies of payment bond(s) and performance bond(s) issued by a reputable insurance company licensed to do business in California, each in a penal sum of not less than one hundred percent (100%) of the scheduled cost of construction of the Project. The bonds shall name the City as co-obligee. In lieu of such performance and payment bonds, subject to City's approval of the form and substance thereof, Developer may submit evidence satisfactory to the City of the contractor's ability to commence and complete construction of the Project in the form of an irrevocable letter of credit, pledge of cash deposit, certificate of deposit, or other marketable securities held by a broker or other financial institution, with signature authority of the City required for any withdrawal, or a completion guaranty in a form and from a guarantor acceptable to City. Such evidence must be submitted to City in approvable form in sufficient time to allow for City's review and approval prior to the scheduled construction start date.

5.22 Insurance Requirements.

Developer shall maintain and shall cause its contractors to maintain all applicable insurance coverage specified in Article XII.

ARTICLE VI

CITY FINANCIAL ASSISTANCE

6.1 City Permanent Loan. City agrees to provide a no interest permanent loan to Developer from a combination of sources including State and City Local Housing Trust Funds, to be used primarily as predevelopment and "gap" financing in the total principal amount not to exceed Two Million Dollars and No Cents (\$2,000,000.00) ("**Permanent Loan**"). The Permanent Loan is made for development of the Project upon the terms and conditions and for the purposes set forth in this Agreement. All funds identified herewith will comprise the permanent financing and shall have such terms and conditions as are described in the Regulatory Agreement attached hereto as **Exhibit F**. The Permanent Loan shall be evidenced by a Secured Promissory Note in the amount of Two Million Dollars and No Cents (\$2,000,000) ("**Permanent**

Note”), dated as of the Closing date for the Permanent Loan and executed by Developer in form satisfactory to City. The Permanent Note shall be secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the “**Deed of Trust**”) executed by Developer as Trustor for the benefit of City in form satisfactory to City and recorded against the Phase I Property or other property of the Developer, satisfactory to the City. Provided that Developer has complied with all conditions precedent to disbursement of the Permanent Loan, the proceeds of the Permanent Loan (“**Permanent Loan Proceeds**”) shall be disbursed pursuant to this Agreement. The outstanding principal balance of the Permanent Loan shall be due and payable in full in fifty-five (55) years from issuance of the Project Certificate of Completion for the Project, without interest. Annual payments shall be due and payable on a residual receipts basis. The entire outstanding principal balance of the City’s Permanent Loan shall be payable in full on fifty fifth (55th) anniversary of the date of issuance of the final certificate of occupancy for the Project. The Permanent Note and the Deed of Trust are referred to collectively as the “**Permanent Loan Documents**.”

6.2 City Funds. All funds provided by City to Developer for the Project, whether denominated as Predevelopment Funds, Permanent Financing, or otherwise, are collectively referred to herein as “**City Funds**”.

6.3 Use and Disbursement of City Deferred Permanent Loan, Conventional Debt-serviced Permanent Loan, and Tax Credit Equity Funds (collectively, the “**Project Funding**”). Project Funding shall be used solely to fund specific development activities associated with the Project (in an amount and for only such development activities as are approved for funding by the City and granting agencies) and to fund construction of the Project consistent with the approved Financing Plan, as it may be updated by Developer with City’s approval. It is anticipated that approximately \$ _____ will have been spent prior to the construction loan closing for predevelopment activities (“**Predevelopment Funding**”). The remaining balance of City’s **Permanent Loan** estimated to be \$ _____ will be deposited by the City into an escrow account as “**Gap Financing**”. The parties agree to further define the mechanism by which predevelopment funding is invoiced and released to Developer by way of a Memorandum of Understanding and amendment to this DDA. In the event that the development does not proceed to a construction loan closing, Developer will have no obligation for the repayment of the **Predevelopment Funding** and will convey to the City all technical and design documents produced to date. All uses of Project Funding shall follow federal and State procurement rules as required by the City and granting agencies. Developer shall also inform City and TCAC, as applicable, of proposed withdrawals from Project operating reserve accounts thirty (30) days prior to making withdrawals.

6.4 Conditions to Disbursement of Funds. City’s obligation to disburse remaining City Permanent Loan Funds is conditioned upon the satisfaction of all of the following conditions:

(a) For funding prior to commencement of construction (“**Predevelopment Phase**”):

(i) Developer’s execution and delivery to City of this Agreement, the Memorandum of DDA, the Regulatory Agreement, and the Permanent Loan Documents, and

recordation of the Memorandum of DDA, Assignment, Memo of Lease and Regulatory Agreement in the Official Records.

(ii) Developer's delivery to the City of evidence of property and liability insurance coverage in accordance with the requirements set forth herein.

(iii) Developer's delivery to City of each of the following: (i) certificate of good standing, certified by the Secretary of State indicating that Developer is properly organized and authorized to do business in the State of California, (ii) a certified resolution indicating that Developer has authorized the transactions contemplated by this Agreement and that the persons executing the City Documents on behalf of Developer have been duly authorized to do so.

(iv) No material adverse change as determined by City in its reasonable judgment shall have occurred in the condition of the Phase I Property or in the financial or other condition of Developer since the date of this Agreement.

(v) City's written agreement to the costs and schedule of products represented in the Predevelopment phase of the Financing Plan attached as **Exhibit J**. Such costs shall be consistent with and support the initial draft of the total Project Financing Plan.

(vi) City's receipt of a written requisition from Developer specifying the amount and use of the requested funds, accompanied by copies of third-party invoices for services rendered or to be rendered in connection with the Project (accompanied by or to be followed by evidence of payment of such invoices, as applicable), and such other documentation as City shall reasonably require, including without limitation, cost certification as to the expenses incurred. All such requisitions shall be preceded by written request from Developer to City for consideration of the specific Predevelopment cost. For those costs and expenses not included in Predevelopment budget approved by the City, the City must provide written approval before Developer may incur such cost or expense.

(b) For funding during the Construction period ("**Construction Phase**"), in addition to continuing the aforementioned conditions of disbursement, the following are additional requirements for funding requests on or after Commencement of Construction:

(i) Prior to construction loan closing, City's written agreement to the updated Financing Plan to be attached as an amendment to **Exhibit J**, reflecting all Project costs, all sources of Project funding, the operating budget and any other schedules, narratives or products required by the City. The amended Financing Plan shall further reflect the funding and underwriting requirements of all lenders and grant programs funding the costs of the Construction Phase of the Project. The amended Financing Plan shall provide evidence for an orderly transition to the permanent loan phase of the project.

(ii) Prior to construction loan closing, City's written acknowledgement that Developer has maintained the performance as anticipated in the development schedule described in the attached **Exhibit H**.

(iii) Developer's delivery to City of evidence reasonably satisfactory to City that Developer has obtained all necessary entitlements, permits (including without limitation

building permits), licenses, and approvals required to develop the Project, or that the receipt of such permits is subject only to such conditions as City shall reasonably approve; City's approval of the final plans and specifications for the Project; Developer's delivery to City evidence reasonably satisfactory to City that Developer has secured TCAC tax credits and any other binding commitments, subject only to commercially reasonable conditions, for all required Project construction and permanent financing; and in addition to items described in (i) and (ii) above, Developer's delivery to City and City approval of all of the following: (1) performance bonds or other assurance of completion reasonably acceptable to City pursuant to the requirements set forth in Section 5.21; (2) any modification to the construction schedule; and (3) copies of such other documents related to the financing of the Project as City may reasonably request, including cost certification as to the expenses incurred.

6.5 No Obligation to Disburse Proceeds Upon Default. Notwithstanding any other provision of this Agreement, the City shall have no obligation to disburse or authorize the disbursement of any portion of City Funds following:

- (i) the failure of any of Developer's representations and warranties made in this Agreement or in connection with the awarded nine percent tax credits to be true and correct in all material respects;
- (ii) the termination of this Agreement by mutual agreement of the Parties;
- (iii) the occurrence of an Event of Developer Default under any City Document which remains uncured beyond any applicable cure period, or the existence of any condition, event or act which upon the giving of notice or the passage of time or both would constitute an Event of Developer Default under any City Document.

ARTICLE VII

USE OF THE PHASE I PROPERTY

7.1 Use; Affordable Housing. Developer covenants and agrees for itself and its successors and assigns that the Phase I Property shall be used for the development and operation of a multi-family residential project for homeless and disabled veterans, in accordance with the terms and conditions of this Agreement and the Regulatory Agreement.

7.2 Maintenance. Developer, at its own expense, shall maintain the Phase I Property, the Improvements and related landscaping and common areas in good physical condition, in good repair, and in decent, safe, sanitary, habitable and tenantable living conditions in conformity with all applicable state, federal, and local laws, ordinances, codes, and regulations. Without limiting the foregoing, Developer agrees to maintain the Project and the Phase I Property (including without limitation, the residential units, common areas, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Phase I Property or at the Project. Developer shall prevent and/or rectify any physical deterioration of the Phase I Property and the Project and shall make all repairs, renewals and replacements necessary to keep the Phase I Property and the improvements located thereon in good condition and repair. Developer

shall provide adequate security for occupants of the Project. The provisions of this Section 7.2 shall apply from and after Developer's acquisition of the Phase I Property.

7.3 Taxes and Assessments. From and after Developer's assumption of the County Lease and its Lease of the Infirmary space, as applicable, Developer shall pay all real and personal property taxes, assessments and charges and all franchise, income, payroll, withholding, sales, and other taxes assessed against the Phase I Property or the Improvements and payable by Developer, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Phase I Property or the Improvements; provided, however, that Developer shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event the Developer exercises its right to contest any tax, assessment, or charge, the Developer, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

7.4 Obligation to Refrain from Discrimination. From and after Developer's acquisition of the Phase I Property, Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Phase I Property or the Improvements, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Phase I Property or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Phase I Property or the Improvements or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Phase I Property or the Improvements shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or

through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts, the following language shall appear:

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection,

location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

Additionally, City reserves the right to require other mandatory contract language necessary to satisfy existing Federal, State and Local requirements.

ARTICLE VIII

LIMITATIONS ON CHANGE IN OWNERSHIP, MANAGEMENT AND CONTROL OF DEVELOPER

8.1 Change Pursuant to this Agreement. Developer and its principals have represented that they possess the necessary expertise, skill and ability to carry out the development of the Project on the Phase I Property pursuant to this Agreement. The qualifications, experience, financial capacity and expertise of Developer and its principals are of particular concern to the City. It is because of these qualifications, experience, financial capacity and expertise that the City has entered into this Agreement with Developer. No voluntary or involuntary successor, assignee or transferee of Developer shall acquire any rights or powers under this Agreement, except as expressly provided herein.

8.2 Prohibition on Transfer. Prior to the expiration of the term of the Regulatory Agreement, Developer shall not, except as expressly permitted by this Agreement, directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, “**Transfer**”) of the whole or any part of Developer’s interest in the Phase I Property, the Project, the Improvements, or this Agreement, without the prior written approval of City, which approval shall not be unreasonably withheld. (The provisions concerning Transfer of the Phase I Property, the Project and the Improvements shall apply commencing upon Developer’s assumption of the County Lease and/or entry into the Space Lease, as applicable. Any such attempt to assign this Agreement without the City’s consent shall be null and void and shall confer no rights or privileges upon the purported assignee. In addition to the foregoing, prior to the expiration of the term of the Regulatory Agreement, except as expressly permitted by this Agreement, Developer shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Developer, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

8.3 Permitted Transfers. Notwithstanding any contrary provision hereof, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Phase I Property; (ii) the dedication of any property required pursuant to this Agreement; (iii) the lease of individual residences to tenants for occupancy as their principal residence in accordance with the Regulatory Agreement; or (iv) assignments creating security interests for the purpose of financing, construction or permanent financing of the Project or the Phase I Property in accordance with the approved Financing Plan as it may be updated with City approval, and subject to the requirements of Article VII, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

8.4 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Improvements, the Phase I

Property or portion thereof if all of the following requirements are met (provided however, the requirements of this Section 8.4 shall not apply to Transfers described in clauses (i) through (iv) of Section 8.3):

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete construction of the Project and to otherwise fulfill the obligations undertaken by the Developer under this Agreement.

(ii) The Developer and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of this Agreement, the Improvements, the Phase I Property or interest therein together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Developer under this Agreement and the City Documents arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Conditions of Approval and all other conditions, and restrictions set forth in this Agreement and the Regulatory Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the City Manager unless the City Manager, in his or her discretion, refers the matter of approval to the City Council. If a proposed Transfer has not been approved by City in writing within thirty (30) days following City's receipt of written request by Developer, it shall be deemed rejected.

8.5 Effect of Transfer without City Consent.

8.5.1 In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement.

8.5.2 Without limiting any other remedy City may have under this Agreement, or under law or equity, it shall be an Event of Developer Default hereunder entitling City to terminate this Agreement if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Improvements, or the Phase I Property prior to the City's issuance of a Certificate of Completion. This Section 8.5.2 shall not apply to Transfers described in clauses (i) through (v) of Section 8.3.

8.6 Recovery of City Costs. Developer shall reimburse the City up to One Hundred Thousand Dollars (\$100,000) within thirty (30) days following City's delivery to Developer of an invoice detailing such costs provided that any such invoices may be delivered only after the construction loan closing is consummated. Costs incurred by the City may include, but are not

limited to, activity delivery and legal costs. Recovery is required, if and only if a Closing is consummated.

ARTICLE IX

SECURITY FINANCING AND RIGHTS OF MORTGAGEES

9.1 Mortgages and Deeds of Trust for Development. Mortgages and deeds of trust, or any other reasonable security instrument are permitted to be placed upon the Phase I Property or the Improvements only for the purpose of securing loans for the purpose of the design and construction of the Improvements, and other expenditures reasonably necessary for development of the Phase I Property pursuant to this Agreement. Developer shall not enter into any conveyance for such financing that is not contemplated in the Financing Plan as it may be updated with City approval, without the prior written approval of the City's Chief Executive officer or his or her designee. As used herein, the terms "mortgage" and "deed of trust" shall mean any security instrument used in financing real estate acquisition, construction and land development.

9.1.1 Memorandum and Regulatory Agreement to be Senior to Mortgages. The City agrees that pursuant to Health and Safety Code Section 33334.14(a)(4), City will not withhold consent to reasonable requests for subordination of the Regulatory Agreement to deeds of trust provided for the benefit of lenders identified in the Financing Plan as it may be updated with City approval, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default consistent with the requirements of Health and Safety Code Section 33334.14(a)(4).

9.2 Holder Not Obligated to Construct. The holder of any mortgage, deed of trust authorized by this Agreement shall not be obligated to complete construction of the Improvements or to guarantee such completion. Nothing in this Agreement shall be deemed to permit or authorize any such holder to devote the Phase I Property or any portion thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement.

9.3 Notice of Default and Right to Cure. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to each holder of record of any mortgage or deed of trust secured by the Phase I Property or the Improvements, or other property of Developer, provided that City has been provided with the address for delivery of such notice. City shall have no liability to any such holder for any failure by the City to provide such notice to such holder. Each such holder shall have the right, but not the obligation, at its option, to cure or remedy any such default or breach within the cure period provided to Developer extended by and additional sixty (60) days. In the event that possession of the Phase I Property or the Improvements (or any portion thereof), or other property of Developer, is required to effectuate such cure or remedy, the holder shall be deemed to have timely cured or

remedied the default if it commences the proceedings necessary to obtain possession of the Property or Improvements, or other property of Developer, as applicable, within sixty (60) days after receipt of the City's notice, diligently pursues such proceedings to completion, and after obtaining possession, diligently completes such cure or remedy. A holder who chooses to exercise its right to cure or remedy a default or breach shall first notify City of its intent to exercise such right prior to commencing to cure or remedy such default or breach. Nothing contained in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction of the Project (beyond the extent necessary to conserve or protect the same) without first having expressly assumed in writing Developer's obligations to City under this Agreement. The holder in that event must agree to complete, in the manner provided in this Agreement, the Project and the Improvements and submit evidence reasonably satisfactory to City that it has the development capability on staff or retainer and the financial capacity necessary to perform such obligations. Any such holder properly completing the Project pursuant to this Section shall assume all rights and obligations of Developer under this Agreement and shall be entitled to a Certificate of Completion upon compliance with the requirements of this Agreement.

9.4 City Right to Cure Defaults. In the event of a breach or default by Developer under a mortgage or deed of trust secured by the Phase I Property or the Improvements, City may cure the default, without acceleration of the subject loan, following prior notice thereof to the holder of such instrument and Developer. In such event, Developer shall be liable for, and City shall be entitled to reimbursement from Developer for all costs and expenses incurred by City associated with and attributable to the curing of the default or breach and such sum.

9.5 Holder to be Notified. Developer agrees to use best efforts to ensure that each term contained herein dealing with security financing and rights of holders shall be either inserted into the relevant deed of trust or mortgage or acknowledged by the holder prior to its creating any security right or interest in the Property or the Improvements, or other property of Developer, as applicable.

9.6 Modifications to Agreement. City shall not unreasonably withhold its consent to modifications of this Agreement requested by Project lenders or investors provided such modifications do not alter City's substantive rights and obligations under this Agreement.

9.7 Estoppel Certificates. Either Party shall, at any time, and from time to time, within fifteen (15) days after receipt of written request from the other Party, execute and deliver to such Party a written statement certifying that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties (if such be the case), (ii) this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature of any such defaults.

ARTICLE X

ENVIRONMENTAL MATTERS

10.1 No City Liability; Developer's Covenants. City shall be not responsible for the cost of any soil, groundwater or other environmental remediation or other response activities for any Hazardous Materials existing or occurring in, on, under or about the Improvements, the Phase I Property or any portion thereof. From and after Developer's assumption of the County Lease and/or entry into the Lease, as applicable, upon receipt of any notice regarding the presence, release or discharge of Hazardous Materials in, on or under the Improvements, the Phase I Property, or any portion thereof, Developer agrees to timely initiate and diligently pursue and complete all appropriate response, remediation and removal actions for the presence, release or discharge of such Hazardous Materials within such deadlines as specified by applicable Environmental Laws. Developer hereby covenants and agrees that commencing upon Developer's acquisition of its interests in the Phase I Property:

(i) Developer shall not knowingly permit the Project or the Phase I Property or any portion of either to be a site for the use, generation, treatment, manufacture, storage, disposal or transportation of Hazardous Materials or otherwise knowingly permit the presence or release of Hazardous Materials in, on, under, about or from the Project or the Phase I Property with the exception of cleaning supplies and other materials customarily used in construction, operation or maintenance of residential property and any commercial uses developed as part of the Project, and used, stored and disposed of in compliance with Hazardous Materials Laws, and

(ii) Developer shall keep and maintain the Project and the Phase I Property and each portion thereof in compliance with, and shall not cause or permit the Project or the Phase I Property or any portion of either to be in violation of, any Hazardous Materials Laws.

10.2 Environmental Indemnification. Subject to the last sentence of this Section 10.2, commencing upon execution of the Assignment and the Space Lease, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against any and all Claims including without limitation any expenses associated with the investigation, assessment, monitoring, response, removal, treatment, abatement or remediation of Hazardous Materials and administrative, enforcement or judicial proceedings resulting, arising, or based directly or indirectly in whole or in part, upon (i) the presence, release, use, generation, discharge, storage or disposal or the alleged presence, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Property, or (ii) the failure of Developer, Developer's employees, agents, contractors, subcontractors, or any person acting on behalf of any of the foregoing to comply with Hazardous Materials Laws or the covenants set forth in Section 10.1. The foregoing indemnity shall further apply to any residual contamination in, on, under or about the Property or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws. The provisions of this Section 10.2 shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. Except for any Claims caused by sole

negligence of the Developer or its agents, Developer's indemnification obligations set forth in this Section shall not apply to Claims regarding the Phase I Property arising out of or occurring prior to Developer's acquisition of the Phase I Property.

10.2.1 No Limitation. Developer hereby acknowledges and agrees that Developer's duties, obligations and liabilities under this Agreement, including, without limitation, under Section 8.2 above, are in no way limited or otherwise affected by any information the City may have concerning the Phase I Property and/or the presence in, on, under or about the Property of any Hazardous Materials, whether the City obtained such information from the Developer or from its own investigations. It is further agreed that City does not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

10.3 Hazardous Materials. As used herein, the term "**Hazardous Materials**" means any substance, material or waste which is or becomes regulated by any federal, state or local governmental authority, and includes without limitation (i) petroleum or oil or gas or any direct or indirect product or by-product thereof; (ii) asbestos and any material containing asbestos; (iii) any substance, material or waste regulated by or listed (directly or by reference) as a "hazardous substance", "hazardous material", "hazardous waste", "toxic waste", "toxic pollutant", "toxic substance", "solid waste" or "pollutant or contaminant" in or pursuant to, or similarly identified as hazardous to human health or the environment in or pursuant to, the Toxic Substances Control Act [15 U.S.C. Section 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as they now exist or are hereafter amended, together with any regulations promulgated thereunder; (iv) any substance, material or waste which is defined as such or regulated by any "Superfund" or "Superlien" law, or any Environmental Law; or (v) any other substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other federal, state or local environmental law, including without limitation, asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products. Hazardous Materials shall not include any materials routinely used in the construction or operations of multifamily housing in accordance with all applicable laws and regulations.

10.4 Environmental Laws. As used herein, the term "**Environmental Laws**" means all federal, state or local statutes, ordinances, rules, regulations, orders, decrees, judgments or common law doctrines, and provisions and conditions of permits, licenses and other operating authorizations regulating, or relating to, or imposing liability or standards of conduct concerning (i) pollution or protection of the environment, including natural resources; (ii) exposure of

persons, including employees and agents, to Hazardous Materials (as defined above) or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; (iv) the manufacture, use or introduction into commerce of chemical substances, including without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal; or (iv) the use, release or disposal of toxic or hazardous substances or Hazardous Materials or the remediation of air, surface waters, groundwaters or soil, as now or may at any later time be in effect, including but not limited to the Toxic Substances Control Act [15 U.S.C. Section 2601, *et seq.*]; the Comprehensive Environmental Response, Compensation and Liability Act [42 U.S.C. Section 9601, *et seq.*], the Hazardous Materials Transportation Authorization Act [49 U.S.C. Section 5101, *et seq.*], the Resource Conservation and Recovery Act [42 U.S.C. Section 6901, *et seq.*], the Federal Water Pollution Control Act [33 U.S.C. Section 1251], the Clean Air Act [42 U.S.C. Section 7401, *et seq.*], the California Underground Storage of Hazardous Substances Act [California Health and Safety Code Section 25280, *et seq.*], the California Hazardous Substances Account Act [California Health and Safety Code Section 25300, *et seq.*], the California Hazardous Waste Act [California Health and Safety Code Section 25100, *et seq.*], the California Safe Drinking Water and Toxic Enforcement Act [California Health and Safety Code Section 25249.5, *et seq.*], and the Porter-Cologne Water Quality Control Act [California Water Code Section 13000, *et seq.*], as each of the foregoing now exist or are hereafter amended, together with any regulations promulgated thereunder.

ARTICLE XI

DEFAULTS, REMEDIES AND TERMINATION

11.1 Event of Developer Default. The following events shall constitute an event of default on the part of Developer (“**Event of Developer Default**”):

(a) Subject to force majeure, the availability of financing and City’s issuance of permits and approvals, Developer fails to commence or complete construction of the Project within the times set forth in Section 5.8, or subject to force majeure, abandons or suspends construction of the Project prior to completion for a period of sixty (60) days or more;

(b) A Transfer occurs, either voluntarily or involuntarily, in violation of Article VIII;

(c) Developer fails to maintain insurance as required pursuant to this Agreement, and Developer fails to cure such default within ten (10) days;

(d) Subject to Developer’s right to contest the following charges pursuant to Section 7.3, if Developer fails to pay prior to delinquency taxes or assessments due on the Phase I Property or the Project or fails to pay when due any other charge that may result in a lien on the Phase I Property or the Project, and Developer fails to cure such default within thirty (30) days of date of delinquency, but in all events upon the imposition of any such tax or other lien;

(e) Following Developer's acquisition of the Phase I Property, a default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Phase I Property, the Improvements, or Developer's interest therein, and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan;

(f) Any representation or warranty contained in this Agreement or in any application, financial statement, certificate or report submitted to the City in connection with this Agreement or Developer's request for City Funds proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to the City and Developer fails to cure such default within sixty (60) days after the date upon which City shall have given written notice of the default to Developer;

(g) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("**Bankruptcy Law**"), Developer (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(h) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer;

(i) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the Property or the Improvements, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(j) The Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated;

(k) An event of default arises under any City Document and remains uncured beyond any applicable cure period; or

(l) Developer defaults in the performance of any term, provision, covenant or agreement contained in this Agreement other than an obligation enumerated in this Section 11.1 and unless a shorter cure period is specified for such default, the default continues for ten (10) days in the event of a monetary default or ninety (90) days in the event of a nonmonetary default

after the date upon which City shall have given written notice of the default to Developer; provided however, if the default is of a nature that it cannot be cured within sixty (60) days, an Event of Developer Default shall not arise hereunder if Developer commences to cure the default within sixty (60) days and thereafter prosecutes the curing of such default with due diligence and in good faith to completion and in no event later than one hundred twenty (120) days after receipt of notice of the default.

11.2 City Default. An event of default on the part of City (“**Event of City Default**”) shall arise hereunder if City fails to keep, observe, or perform any of its covenants, duties, or obligations under this Agreement, and the default continues for a period of thirty (30) days after written notice thereof from Developer to City, or in the case of a default which cannot with due diligence be cured within thirty (30) days, City fails to commence to cure the default within thirty (30) days of such notice and thereafter fails to prosecute the curing of such default with due diligence and in good faith to completion.

11.3 City’s Right to Terminate Agreement. If an Event of Developer Default shall occur and be continuing beyond any applicable cure period, then City shall, in addition to other rights available to it under law or this Agreement, have the right to terminate this Agreement. If City makes such election, City shall give written notice to Developer and to any mortgagee entitled to such notice specifying the nature of the default and stating that this Agreement shall expire and terminate on the date specified in such notice, and upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement, shall expire and terminate.

11.4 City’s Remedies and Rights Upon an Event of Developer Default. Upon the occurrence of an Event of Developer Default and the expiration of any applicable cure period, City shall have all remedies available to it under this Agreement or under law or equity, including, but not limited to the following, and City may, at its election, without notice to or demand upon Developer, except for notices or demands required by law or expressly required pursuant to the City Documents, exercise one or more of the following remedies:

- (a) Seek specific performance to enforce the terms of the City Documents;
- (b) Pursue any and all other remedies available under this Agreement or under law or equity to enforce the terms of the City Documents and City’s rights thereunder.

11.5 Developer’s Remedies Upon an Event of City Default. Upon the occurrence of an Event of City Default, in addition to pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement, Developer may bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy consistent with the purpose of this Agreement.

11.6 Remedies Cumulative; No Consequential Damages. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different time, of any other rights or remedies for the same or any other

default by the other Party. Notwithstanding anything to the contrary set forth herein, a Party's right to recover damages in the event of a default shall be limited to actual damages and shall exclude consequential damages.

11.7 Inaction Not a Waiver of Default. No failure or delay by either Party in asserting any of its rights and remedies as to any default shall operate as a waiver of such default or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies in the same or any subsequent default.

ARTICLE XII

INDEMNITY AND INSURANCE

12.1 Indemnity. Developer shall indemnify, defend (with counsel approved by City) and hold Indemnitees, except third party contractors and consultants, harmless from and against any and all Claims, including without limitation, Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's or Developer's contractors, subcontractors, agents or employees development, construction, improvement, operation, ownership or maintenance of the Project or the Phase I Property, or any part thereof or otherwise arising out of or in connection with Developer's performance under this Agreement. Developer's indemnification obligations under this Section 12.1 shall not extend to Claims resulting solely from the gross negligence or willful misconduct of, or to any breach of a warranty or representation of this Agreement by, one or more Indemnitees. The provisions of this Section 12.1 shall survive the issuance of a Certificate of Completion for the Project and the expiration or earlier termination of this Agreement. It is further agreed that City will not and shall not waive any rights against Developer that they may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

12.2 Liability and Workers' Compensation Insurance.

(a) Prior to initiating work on the Project and continuing through the issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer on the Project shall maintain a commercial general liability policy in the amount of One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) annual aggregate, together with Three Million Dollars (\$3,000,000) excess liability coverage, or such other policy limits as City may require in its reasonable discretion including coverage for bodily injury, property damage, products, completed operations and contractual liability coverage. Such policy or policies shall be written on an occurrence basis and shall name the Indemnitees as additional insureds.

(b) Until issuance of the Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a comprehensive automobile liability coverage in the amount of One Million Dollars (\$1,000,000), combined single limit including coverage for owned and non-owned vehicles and shall furnish or cause to be furnished to City evidence satisfactory to City that Developer and any contractor with whom Developer has

contracted for the performance of work on the Phase I Property or otherwise pursuant to this Agreement carries workers' compensation insurance in an amount not less than One Million Dollars (\$1,000,000), including a Waiver of Subrogation. Automobile liability policies shall name the Indemnitees as additional insureds.

(c) Upon commencement of construction work and continuing until issuance of a Certificate of Completion, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee. Such insurance shall include coverage for risks of direct physical loss or damage, excluding the perils of earthquake, flood, and earth movement.

(d) Upon completion of construction, Developer shall maintain property insurance covering all risks of loss (other than earthquake and flood) for one hundred percent (100%) of the replacement value of the Project with deductible no greater than Ten Thousand Dollars (\$10,000), naming City as loss payee.

(e) Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Commercial General Liability and comprehensive automobile policies required hereunder shall name the Indemnitees as additional insureds. Builder's Risk and property insurance shall name City as loss payees as their interests may appear.

(f) Prior to commencement of construction work, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material adverse change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material adverse change, cancellation, termination or non-renewal.

(g) If any insurance policy or coverage required hereunder is canceled or reduced, Developer shall, within twenty-one (21) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(h) Coverage provided by Developer shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. Any Workers' Compensation insurance policies shall contain a waiver of subrogation for the benefit of the City. Developer shall furnish the required certificates and endorsements to City prior to the commencement of construction of the Project, and shall provide City with certified copies of the required insurance policies upon request of City.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.1 No Brokers. Each Party warrants and represents to the other that no person or entity can properly claim a right to a real estate commission, brokerage fee, finder's fee, or other compensation with respect to the transactions contemplated by this Agreement, except as identified in the Financing Plan. Each Party agrees to defend, indemnify and hold harmless the other Party from any claims, expenses, costs or liabilities arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

13.2 Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, performance by either Party shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended where delays are due to: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, governmental restrictions or priority, litigation, including court delays, unusually severe weather, acts or omissions of the other Party, acts or failures to act of the City or any other public or governmental agency or entity (other than the acts or failures to act of City which shall not excuse performance by City), or any other cause beyond the affected Party's reasonable control. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause and such extension is not rejected in writing by the other Party within ten (10) days of receipt of the notice. Neither Party shall unreasonably withhold consent to an extension of time pursuant to this Section.

Times of performance under this Agreement may also be extended in writing by the mutual agreement of Developer and City (acting in the discretion of its City Manager unless he or she determines in his or her discretion to refer such matter to the City Council). City and Developer acknowledge that adverse changes in economic conditions, either of the affected Party specifically or the economy generally, changes in market conditions or demand, and/or inability to obtain financing to complete the work of Improvements shall not constitute grounds of enforced delay pursuant to this Section. Each Party expressly assumes the risk of such adverse economic or market changes and/or financial inability, whether or not foreseeable as of the Effective Date.

13.3 Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective

addresses specified below or to such other address as a Party may designate by written notice delivered to the other Parties in accordance with this Section. All such notices shall be sent by:

- (i) personal delivery, in which case notice is effective upon delivery;
- (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City: City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Attention: City Manager [or designee]
 Facsimile: (916) 851-8787

Developer: Mercy Housing, a 501(c)(3) not for profit corporation
 3120 Freeboard Drive, Suite 202
 West Sacramento, CA 95691
 Attn: Stephan Daues
 Facsimile: (916) 414-4490

13.4 Attorneys' Fees. If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements.

13.5 Waivers; Modification. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for

performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the Party granting the extension. This Agreement may be amended or modified only by a written instrument executed by the Parties.

13.6 Binding on Successors. Subject to the restrictions on Transfers set forth in Article VIII, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any permitted successor and assign of such Party who has acquired an interest in compliance with this Agreement or under law.

13.7 Survival. All representations made by Developer hereunder and Developer's obligations pursuant to Sections 5.14, 5.17, 5.18, 10.2, 12.1, 13.1 and 13.18 shall survive the expiration or termination of this Agreement and the issuance and recordation of a Certificate of Completion.

13.8 Construction. The section headings and captions used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

13.9 Action or Approval. Whenever action and/or approval by City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration.

13.10 Entire Agreement. This Agreement, including Exhibits A through J attached hereto and incorporated herein by this reference, together with other City Documents contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statements between the Parties with respect to the subject matter hereof.

13.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Party. Any executed counterpart of this Agreement may be delivered to the other Party by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

13.12 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

13.13 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

13.14 Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

13.15 Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Developer or its successors in interest in the event of any default or breach by City for any amount which may become due to Developer or its successors in interest pursuant to this Agreement.

13.16 Time of the Essence; Calculation of Time Periods. Time is of the essence for each condition, term, obligation and provision of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a business day, in which event the period shall run until the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time at the Property. For purposes of this Agreement, a "business day" means a day that is not a Saturday, Sunday, a federal holiday or a state holiday under the laws of California.

13.17 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Sacramento County, California or in the Federal District Court for the Eastern District of California.

13.18. General Indemnification. Developer shall indemnify, defend (with counsel approved by City) and hold harmless Indemnitees from all Claims (including without limitation, reasonable attorneys' fees) arising in connection with any claim, action or proceeding to attack, set aside, void, or annul any approval by the City or any of its agencies, departments, commissions, agents, officers, employees or legislative body concerning the Project or this Agreement. The City will promptly notify Developer of any such claim, action or proceeding, and will cooperate fully in the defense. The City may participate in the defense of any such claim, action or proceeding, and if the City chooses to do so, Developer shall reimburse City for reasonable attorneys' fees and expenses incurred. Developer's indemnification obligation hereunder shall not apply to gross negligence or willful misconduct of an Indemnatee.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

CITY

THE CITY OF RANCHO CORDOVA, a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____, City Clerk

APPROVED AS TO FORM:

By: _____, City Attorney

DEVELOPER

Mercy Housing California, a 501(c)(3) not for profit corporation

By: Mercy Housing CalWest, GP for LP _____ LLC

By: _____

Name: _____

Title: _____

Exhibit A
CITY – COUNTY LEASE AGREEMENT
 (Attach Agreement.)

Exhibit B
ASSIGNMENT AND ASSUMPTION AGREEMENT
 (Attach Agreement.)

Exhibit C
LEGAL DESCRIPTION OF PHASE I PROPERTY
 (Attach Legal Description.)

Exhibit D
BILL OF SALE
 (Attach Bill of Sale.)

Exhibit E
PARCEL 4 SPACE LEASE
 (Attach lease)

Exhibit F
**AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF
 RESTRICTIVE COVENANTS**
 (Attach Regulatory Agreement.)

Exhibit G
FORM OF MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT
 (Attach form of Memorandum.)

Exhibit H
DEVELOPMENT AND PERFORMANCE SCHEDULE
 (Attach Schedule)

Exhibit I
APPROVED PLANS PER DESIGN REVIEW
 (Attach Approved Plans and Conditions)

Exhibit J
FINANCING PLAN
 (Attach Financing Plan.)

Exhibit K
FORM OF CERTIFICATE OF COMPLETION
 (Attach form of Certificate.)

Revenue File No: 00XXX

LEASE AGREEMENT

APN 067-0010-099

Between: **COUNTY OF SACRAMENTO**

and

CITY OF RANCHO CORDOVA

Effective:

6/25, 2013

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LEASE AGREEMENT

3611 BLECKELY STREET MATHER, CALIFORNIA 95655

THIS LEASE AGREEMENT ("Agreement"), dated as of this 25th day of June, 2013, is made between the **COUNTY OF SACRAMENTO**, a political subdivision of the State of California (hereinafter the "LESSOR" or "COUNTY") and **City of Rancho Cordova**, (hereinafter the "CITY" or "LESSEE"), with reference to the following facts: COUNTY and CITY are referred to hereinafter individually as a "Party" and collectively as the "Parties".

RECITALS

A. COUNTY is the owner of that certain parcel of real property (the "Property") located at 3611 Bleckely Street, Mather, California 95655, also known as Assessor's Parcel Number ("APN") 067-0010-099, and more particularly described in Exhibit "A" attached hereto; and

B. The Premises (defined in Article 1 hereof) is part of the property conveyed by the United States Air Force ("Air Force") to the COUNTY, which was formerly part of Mather Air Force Base. The Property is subject to covenants, conditions, restrictions and other limitations as set out in the "Economic Development Conveyance Agreement," as amended, between the Air Force and the COUNTY and the Quitclaim Deed by which the Air Force conveyed the Property to COUNTY (collectively, "Air Force Conveyance Documents"), recorded in the Office of the County Recorder for the County of Sacramento in Book 20130503 at Page 1295; The Air Force Conveyance Documents are attached hereto as Exhibit "E"; and

C. CITY expressly acknowledges that groundwater contamination is currently present underneath or near the former Mather Air Force Base. The contaminated groundwater is due to the presence of hazardous materials, including volatile organic compounds and ammonium perchlorate, caused by persons or entities other than COUNTY, which is the subject of ongoing investigation and monitoring. The United States Department of the Air Force is cleaning up a portion of the groundwater contamination in the region under the supervision of the State of California Department of Toxic Substances Control and the Central Valley Regional Water Quality Control Board and the United States Environmental Protection Agency. In addition, the Boeing Company and Aerojet-General Corporation are installing monitoring wells in the region pursuant to Cleanup and Abatement Order No. 97-093 issued by the Regional Board to the Boeing Company and Aerojet General Corporation to investigate the extent of ammonium perchlorate emanating from the Inactive Rancho Cordova Test Site, east of the former Mather Air Force Base. CITY further expressly acknowledges that this groundwater contamination has forced the closure of water supply wells at the former Mather Air Force Base, may threaten closure of more wells at the former Mather Air Force Base and may restrict the COUNTY's ability to install new or replacement water supply wells on or near the former Mather Air Force Base to supply the Premises and the former Mather Air Force Base with

potable water. The former Mather Air Force Base is located within the service area of Zone 41 of the Sacramento County Water Agency. Zone 41 of the Sacramento County Water Agency is responsible for and committed to providing a long-term potable water supply to the former Mather Air Force Base. Drinking water wells on the former Mather Air Force Base are tested for contaminants as required by the State of California Department of Health Services and the California Environmental Protection Agency. The most current information and reports regarding potable water supply at the former Mather Air Force Base are available by contacting the Water Resources Department of the County of Sacramento Public Works Agency at 10151 Florin Road, Sacramento, CA 95829. The telephone number is (916) 875-6947. The most current information and reports regarding groundwater contamination at the former Mather Air Force Base are available by contacting URS at 3411 Olson Street, McClellan, CA 95652 Attn: Bill Hues, (916) 997-1564; and

D. CITY is a municipal corporation with its principal place of business at 2729 Prospect Park Drive, Rancho Cordova, California 95670; and

E. CITY desires to lease the Premises (defined below) from COUNTY for multifamily residential use on the terms hereinafter set forth. Following execution of this Agreement, CITY intends to assign its interest in this Agreement to a limited partnership affiliated with Mercy Housing, Inc., a Nebraska nonprofit corporation ("Mercy Housing") for the purposes of construction, developing and operating a low income housing project with related services for disabled veterans (the "Project"); and

F. COUNTY is, therefore, willing to lease the Premises to CITY upon the promises, terms, conditions and covenants set forth herein below.

AGREEMENT

NOW, THEREFORE, it is mutually agreed as follows:

INCORPORATION OF RECITALS. The foregoing recitals are true and correct and hereby incorporated by reference.

ARTICLE 1 PREMISES

- 1.1 PREMISES.** In consideration of the following covenants and other good and valuable consideration hereinafter contained, the COUNTY does hereby lease to CITY and CITY does hereby lease from COUNTY the following described portion of the Property: a mutually agreed area of approximately 3.69 acres of land ("Premises" or "Leased Premises") located at 3611 Bleckely Street, Mather, California 95655, being APN 067-0010-099, as more particularly shown on Exhibit "B", attached hereto and made a part hereof by reference.

- 1.2 EXISTING BUILDING.** The Premises includes an existing two-story, 24,093 square foot building commonly known as the Mather Infirmary ("Building 1770"), a small shed, and a small building containing mechanical equipment (collectively, the "Structures") more particularly identified in Exhibit "D", attached hereto and made a part hereof by reference. The Parties hereby agree to treat the Structures as personal property and that COUNTY shall transfer ownership of the Structures to CITY via Bill of Sale, which is attached hereto as Exhibit "F". CITY shall not be required to provide any consideration for the conveyance of any of the Structures, including Building 1770, other than that provided for in this Lease, as described in Section 3.1, below. CITY shall accept ownership of the Structures without warranty or recourse against COUNTY for the condition thereof which CITY accepts 'as is'. COUNTY shall continue to own the land underneath the Structures.
- 1.3 PRIORITY OF CONVEYANCE DOCUMENTS.** This Agreement is subject to all terms, conditions and restrictions contained in the Air Force Conveyance Documents. Various governmental agencies exercise jurisdiction over the Premises, and CITY shall comply with their lawful requirements. CITY acknowledges that it has received, reviewed, understands and agrees to comply with all covenants, conditions, restrictions and other limitations as set forth in Exhibit "E".

ARTICLE 2 TERM

- 2.1 TERM COMMENCEMENT.** The term of this Agreement (the "Term") commences on the date of mutual execution of this Agreement (the "Commencement Date").
- 2.2 EXPIRATION.** Unless sooner terminated as herein provided, the Term expires and ends at 11:59 PM, local time, on the last day of the calendar month which completes Ninety Nine (99) full years from the Commencement Date (the "Expiration Date").
- 2.3 HOLDOVER.** In the event CITY remains in possession of the Premises after the expiration of the Term, then this Agreement will remain in effect upon the same terms and conditions as a month-to-month tenancy. Either Party hereto may terminate the tenancy following expiration of the Term by giving a thirty (30) day written notice.

ARTICLE 3 RENT

- 3.1 NO RENT; OTHER CONSIDERATION.** City leases the Premises free of any obligation to pay rent under this Agreement. Instead of paying rent, it is mutually agreed that CITY, its contractors or assignees shall demolish or remediate, in CITY's discretion, the Structures located on the Premises. CITY also agrees to provide landscaping maintenance on the Premises.

ARTICLE 4 ENTITLEMENTS

- 4.1 ENTITLEMENTS IN GENERAL.** CITY shall, at no cost to the County, obtain all necessary local land use entitlements, building permits, and other City, County, State or Federal permits legally required for its use of the Premises under this Agreement. This Agreement is not a waiver of any requirement, fee, or procedure required to obtain any such entitlement or permits. City intends to develop the Premises in three (3) or more phases, as depicted on Exhibit "C," attached hereto and made a part hereof by this reference. Phase One shall consist of the ground floor of Building 1770 and new housing along the western boundary of the Premises. This Agreement will, unless otherwise extended, be automatically terminated without liability to COUNTY if CITY fails to obtain each entitlement, permit or approval required for the installation of its improvements for Phase One within three (3) years of the Commencement Date. Such automatic termination shall also include CITY'S obligation to sell Building 1770 back to COUNTY for \$10.00. COUNTY shall cooperate with and assist CITY in every reasonable way in CITY's efforts to obtain all governmental consents, entitlements, approvals, permits or variances which may be required for construction, development and use of the Premises, including COUNTY's joinder in any application for any such consent, entitlement, approval, permit or variance where joinder therein by the owner of the Property is required by law.

CITY and COUNTY each recognize that in order to provide for the orderly development of the Project and the overall management and operation of the improvements, it may be necessary, desirable or required that street, water, sewer, drainage, gas, power line, and other easements and dedications, and similar rights be granted or dedicated over or within portions of the Property. COUNTY agrees that it will, upon request of CITY, join with CITY in executing and delivering such documents, from time-to-time, and throughout the term of this Agreement as may be appropriate, necessary or required by governmental agencies and public utility companies for the purpose of granting such easements and dedications. County shall not unreasonably withhold its consent to such easements, dedications and similar rights necessary to the Project. All costs and expenses incurred by COUNTY in connection therewith shall be reimbursed to COUNTY by CITY promptly upon written demand therefor by COUNTY.

ARTICLE 5 USE OF LEASED PREMISES

- 5.1 USE OF LEASED PREMISES.** The CITY shall only use the Leased Premises for the construction, operation, and maintenance of the Mather Veteran's Village residential housing project and supportive services ("Project"). Phase One of the Project includes approximately 45,000 square feet of building or buildings, Phase Two includes approximately 42,000 Square feet of buildings with Phase Three still evolving (collectively, "CITY Facilities") and is limited to the scope of work contained within CITY's plans as more particularly described in Exhibit "D". If CITY ceases to use the Premises for the Project for a period of two years or more, prior to issuance of a Notice of Completion for Phase One, COUNTY reserves the right to terminate this Lease pursuant to Article 11, below. In connection with CITY's construction

and use of the CITY Facilities, CITY has the right to do all work necessary to construct, develop, operate and maintain the Premises for CITY its permitted use. All of CITY's construction work shall be performed at CITY's sole cost and expense and in a good and workmanlike manner subject to COUNTY'S approval which shall not be unreasonably withheld, conditioned or delayed. CITY shall make no other use of the Leased Premises without the prior written approval of COUNTY.

- 5.2 TESTS AND CONSTRUCTION.** CITY and CITY's contractors and subcontractors have the right at any time following full execution of this Agreement to enter upon the Premises for the purpose of making necessary engineering surveys, inspections, other reasonably necessary tests, and for the purpose of constructing the CITY Facilities; provided, however, all such tests and construction shall be at CITY's sole cost and expense. Any such testing shall be done with prior coordination of the appropriate COUNTY representative. At its own expense, CITY shall restore to its prior condition any disturbance to the Premises resulting from any of the above-described tests.
- 5.3 REGULATORY COMPLIANCE.** CITY shall use the Premises strictly in accordance with the terms of this Agreement. At all times, CITY's use of the Premises shall be lawful and in compliance with all applicable governmental requirements and regulations. Throughout the Term of this Agreement, CITY shall provide COUNTY with a current copy of all permits and licenses authorizing CITY to operate the City Facilities at the Premises.
- 5.4 ACCESS.** CITY shall access the Premises using the public roadway serving the Property.

ARTICLE 6 NET LEASE

- 6.1 NET LEASE.** This lease shall be without cost to COUNTY for any utilities, service payments, maintenance or improvement of the Leased Premises. CITY shall be responsible at CITY's sole cost and expense for payment of all charges for electric power, water, storm water, sewer, garbage, waste removal, and any other charges in connection with the use of said Premises. Where feasible, CITY shall install or cause to be installed separate sub-meters for such utilities and charges thereto including separate billing.

ARTICLE 7 CONSTRUCTION AND MAINTENANCE

7.1 CONSTRUCTION OF CITY'S FACILITIES

- A. Location and Plans.** The location of the CITY Facilities to be constructed by CITY pursuant to this Agreement shall be as described in Exhibit "D", attached hereto and incorporated herein. Construction of the CITY Facilities on the Premises shall be in accordance with detailed plans and specifications which shall be prepared by CITY and shall be subject to COUNTY'S prior written approval before initiating construction and installation, such approval not to be unreasonably withheld, conditioned or delayed.

- B. Repair of Damage to Premises.** Any damage to the Premises caused by CITY during construction of the CITY Facilities shall be promptly repaired by CITY. Damaged areas shall be restored to their previous condition as reasonably determined by COUNTY. CITY shall be responsible for the removal of all garbage and refuse generated by its construction or maintenance activities.
- C. "As-Built" Documents.** CITY shall provide to COUNTY a complete set of "as-built" documents for all work, including the location of all utility installations, of the general contractor and all of its subcontractors as performed during the CITY Facilities construction process. This set of as-built documents shall be provided to the County Economic Development Division in a condition and format reasonably acceptable to COUNTY and shall be submitted prior to CITY's operation of its facilities on the Premises.

ARTICLE 8 UTILITIES

- 8.1 UTILITIES.** Subject to the requirements of the providers or those entitled to provide utility service to the Premises, and the reasonable approval of COUNTY, and at CITY's sole expense, CITY may reasonably improve the utilities upon the Premises to a level consistent with development and operation of the Project. COUNTY agrees to reasonably cooperate with CITY in the granting of licenses and easements to a third party utility company limited strictly to providing utility service to the Premises for CITY's uses as defined by this Agreement. Said license and/or easement shall be in a form reasonably acceptable to COUNTY and for a defined period of time. Any accommodation by COUNTY in so cooperating with CITY shall not be deemed to create, convey, or establish any property right in CITY or any other entity whatsoever concerning the Property, and is a mere license and/or easement for the stated purpose personal to CITY or any third party utility provider. CITY shall be financially responsible for all of its utility service costs and shall establish in its own name a separate account billed directly to CITY for that purpose. If permitted by appropriate utility service, CITY, at its sole expense, shall establish a separate electrical meter on the Premises, and shall pay directly for all of CITY's electrical service on the Premises. CITY shall not sell or re-meter utility services on the Premises to any other entity.

ARTICLE 9 HAZARDOUS SUBSTANCES

- 9.1 REGULATORY COMPLIANCE.** Except for those substances that are typically used in the construction, development, operation, and maintenance of multifamily residential apartment complexes and related facilities, CITY shall not bring to, transport across, or dispose of any hazardous substances on the Premises or Property, except that CITY may transport hazardous substances across the Premises if necessary to remove existing hazardous substances from the Premises. For purposes of this Agreement, the term "hazardous substances" is intended and understood to include petroleum or any petroleum product, asbestos, any substance known by the State of California to cause cancer and/or reproductive toxicity, and/or any substance, chemical

or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

- 9.2 **THIRD PARTY.** Except as set forth in Recital C of this Agreement, COUNTY represents, warrants and agrees: (i) that neither COUNTY nor, to COUNTY's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any hazardous substances on, under, about or within the Premises or Property in violation of any law or regulation; and (ii) that COUNTY will not, and will not permit any third party to use, generate, store or dispose of any hazardous substances on, under, about or within the Premises or Property in violation of any law or regulation. The term "to the best of COUNTY's knowledge" does not mean that COUNTY has conducted an investigation into matters outside of the immediate custody or control of the COUNTY.

ARTICLE 10 INSURANCE & INDEMNIFICATION

10.1 INSURANCE REQUIREMENTS.

- A. CITY agrees that it shall, during the full term of this Agreement, and at its own expense, keep its owned buildings, contents, structural and non-structural improvements and personal property located on the leased Premises fully insured against loss or damage by fire or other casualty, commonly covered by standard fire and all risk coverage insurance including flood coverage. Valuation shall be on a replacement cost basis. CITY does hereby release and waive on behalf of itself and its insurer by subrogation or otherwise, all claims against COUNTY on account of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of COUNTY.
- B. CITY or its contractors shall, at their own cost, procure, maintain, and keep in force at all times during the construction of CITY's Facilities until the completion of the Project as stated in the Common Policy Conditions of the Builders Risk policy, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the replacement cost of the CITY's leased Facilities and owned buildings, which shall include the cost of materials and the cost of labor to install materials. Coverage shall be on an all risk basis including flood. The COUNTY and the CITY waive all rights against each other for loss or damage to the extent reimbursed by Builders' Risk insurance or any other property or equipment insurance applicable to the construction of CITY's Facilities, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.
- C. CITY shall maintain Commercial General Liability Insurance covering the leased Premises. Liability insurance coverage shall be not less than One Million Dollars (\$1,000,000)

combined single limit per occurrence for injury or property damage. CITY shall name the County of Sacramento, its Board of Supervisors, officers, directors, agents, employees, and volunteers as an additional insured on CITY's liability insurance policy and such policy shall be endorsed to show that CITY's liability insurance policy is primary.

- D. CITY shall maintain Environmental Impact/Pollution Liability coverage at the leased Premises with limits not less than -Two Million Dollars (\$2,000,000) per claim and aggregate covering unknown pollution or contamination. If commercially permissible, CITY's Environmental Impact/Pollution Liability shall name the County of Sacramento, its Board of Supervisors, officers, directors, agents, employees and volunteers as an additional insured with primary coverage.
- E. CITY and its contractors shall maintain Commercial Automobile Liability coverage form CA0001 or as broad as. Commercial Automobile Liability: Auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If symbol 1 is not commercially available, symbols 7, 8, and 9 may be used. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply. Personal Lines automobile insurance shall apply if vehicles are individually owned. Commercial Automobile Liability for Corporate/business owned including non-owned and hired \$2,000,000 Combined Single Limit or \$1,000,000 CSL with \$1,000,000 Commercial Excess (Umbrella). [
- F. CITY and its contractors shall maintain Workers' Compensation; Statutory requirements of the State of California and Employer's Liability Insurance with a limit of \$1,000,000 per accident for bodily injury or disease. CITY, and its contractors shall have the Workers' Compensation policy endorsed to state that the Workers' Compensation carrier waives its rights of subrogation against the COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers which might arise by reason of payment under such policy in connection with performance under this Agreement by the CITY.
- G. CITY, and its contractors shall insure its own mobile, scheduled or contractor's equipment used in the performance of this Agreement.
- H. INLAND MARINE WAIVER OF SUBROGATION: Any Inland Marine Insurance policies maintained by the CITY, or its contractors in the performance of this Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY, its Board of Supervisors, officers, directors, agents, employees, and volunteers.
- I. MAINTENANCE OF INSURANCE: CITY shall furnish a certificate substantiating the fact that CITY and its contractors have taken out the insurance herein set forth for the period covered by the lease with an insurance carrier(s) with an A.M. Best financial rating of not less than A-: VII (or carrier(s) approved by COUNTY Risk Manager). CITY is required by this Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CITY shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure

to maintain required insurance in force shall be considered a material breach of the Agreement.

- J. The certificate of insurance shall be filed with the Internal Services Agency, Real Estate Division, upon mutual execution of this Agreement.
- K. CITY shall provide COUNTY written notice within thirty (30) days of any cancellation, termination, or lapse of any of the insurance coverage. In the event CITY does not have the required certificates of insurance and/or binders evidencing the proper insurance coverage, or the required insurance coverage lapses, this Agreement shall be terminated at the discretion of the COUNTY following thirty (30) days' written notice from COUNTY to CITY and subject to Article 11 hereof.

- 10.2 INDEMNIFICATION.** CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, sustained by any person or to any property in, on or about the leased Premises caused by a wrongful or negligent act or omission of CITY or anyone directly employed by CITY, its officers, directors, members, agents, contractors, sub-contractors, consultants, invitees, guests, or tenants, except and in proportion to the extent caused by the sole negligence or willful misconduct of COUNTY, its officers, directors, employees, agents or volunteers. This indemnification shall survive the termination or expiration of the Agreement with respect to any injuries or damage alleged to have been sustained during the life of the Agreement.

Additionally, CITY agrees to release COUNTY from any assertion of demands, claims, actions, liabilities, losses, damages, or costs, including reasonable attorneys' fees, arising out of, resulting from or relating to the groundwater contamination disclosed in Recital C, above.

ARTICLE 11

TERMINATION AND REMEDIES, MORTGAGEE PROTECTION

- 11.1 EARLY TERMINATION BY COUNTY FOR CAUSE.** COUNTY has the right to terminate this Agreement before the expiration of the Term should CITY default in the performance of any promise, term, condition, or covenant required of it herein, and fails to cure such default within sixty (60) calendar days following written notice thereof from COUNTY, or such longer period of time as is reasonably necessary if such default is of a nature that a cure cannot be completed within sixty (60) days, so long as CITY has commenced to cure such default within the initial sixty (60) day period and is diligently prosecuting such cure to completion. Said termination shall be effective upon receipt of COUNTY's written notice of early termination for cause by CITY, subject to Section 11.4 below. COUNTY shall not be responsible for any cost to or expense of CITY resulting from said early termination for cause.

11.2 EARLY TERMINATION BY CITY.

- A. Subject to Section 11.4 below, CITY shall have the option to terminate this Agreement, which termination shall not be effective until after the second (2nd) year of the Term, by giving written notice of that intention and identifying the early termination date to COUNTY at least sixty (60) days prior thereto. Such early termination by CITY shall not constitute a breach of this Agreement.
- B. Subject to Section 11.4 below, CITY has the right to terminate this Agreement before the expiration of the Term in the event of any material default by COUNTY in the performance of any promise, term, condition, or covenant required of it herein, and fails to cure such default within sixty (60) calendar days following notice thereof from CITY. Said termination shall be effective upon receipt of CITY's written notice of early termination for cause by COUNTY. CITY shall not be responsible for any cost to or expense of COUNTY resulting from said early termination for cause.

11.3 COUNTY'S REMEDIES.

- A. The remedies set forth in this section shall be in addition to all other remedies that COUNTY may have in the event of breach of this Agreement by CITY, and, subject to Section 11.4 below, nothing herein contained shall be construed to limit COUNTY's right to pursue the same, whether in law or in equity.
- B. In the event that CITY breaches this Agreement and abandons the property before the end of the Term hereof, or if CITY's right to possession is terminated by COUNTY because of a breach of this Agreement, this Agreement terminates. Upon such termination, the COUNTY may recover from CITY:

Any amount necessary to compensate COUNTY for all the detriment proximately caused by CITY's failure to perform its obligations under this Agreement, or which in the ordinary course of things would be likely to result therefrom.

- C. Efforts by COUNTY to mitigate the damages caused by CITY's breach of this Agreement do not waive COUNTY's right to recover damages pursuant to Section 1951.2 and this section.
- D. Nothing in this section affects the right of COUNTY under this Agreement to indemnification for liability arising prior to the termination of this Agreement for personal injuries or property damage, as herein provided.
- E. Notwithstanding the foregoing, in the event of CITY's breach of this Agreement and abandonment of the Premises, pursuant to Section 1951.4 of the California Civil Code, COUNTY may, at its sole option, elect to continue this Agreement and enforce all its rights and remedies hereunder against CITY.

11.4 MORTGAGEE PROTECTION PROVISIONS

A. Leasehold Mortgage Authorized. CITY may mortgage or otherwise encumber CITY's leasehold estate to an institutional investor (as hereinafter defined) under one or more leasehold mortgage(s) and assign this Agreement as security for such mortgage(s). Any mortgage(s) shall affect only CITY's leasehold estate and shall be subject to all of the terms and provisions of this Lease. COUNTY's fee interest shall not be encumbered or subordinated to any mortgage.

B. Notice to COUNTY. If CITY mortgages CITY's leasehold estate to an Institutional Investor, and if the holder of such leasehold mortgage provides COUNTY with notice of such leasehold mortgage, together with a true copy of such leasehold mortgage, the note and all other documents relating to such leasehold mortgage, and the name and address of the mortgagee, COUNTY and CITY agree that, following receipt of such notice by COUNTY, the provisions of this Section 11.4 will apply with respect to such leasehold mortgage. In the event of any assignment of a leasehold mortgage or in the event of a change of address of a leasehold mortgagee or of an assignee of such mortgage, notice of the new name and address must be provided to COUNTY. CITY must thereafter also provide COUNTY from time to time with a copy of each amendment or other modification or supplement to such instruments. All recorded documents must be certified as true and correct copies of official records by the Sacramento County Recorder and all nonrecorded documents must be accompanied by a certification by CITY or the mortgagee that such documents are true and correct copies of the originals.

C. Definitions. As used in this Section 11.4:

1. The term "Institutional Investor" means a savings bank, savings and loan association, commercial bank, trust company, credit union, insurance or pension fund, not-for-profit corporation, or governmental entity or agency. The term "institutional investor" shall also include other lenders of substance which perform functions similar to any of the foregoing, and which have assets in excess of Fifty Million Dollars (\$50,000,000) at the time the leasehold mortgage loan is made.

2. The term "Leasehold Mortgage" means a mortgage, deed of trust or other security instrument by which CITY's leasehold estate is mortgaged, conveyed, assigned or otherwise transferred to secure a debt or other obligation.

3. The term "Leasehold Mortgagee" or "Mortgagee" means a holder of a leasehold mortgage with respect to which the notice provided for by Section 14.02 has been given and received and as to which the provisions of this Section 11.4 are applicable.

D. Consent of Leasehold Mortgagee Required. Notwithstanding anything to the contrary contained in this Agreement, no cancellation, surrender, amendment, modification or termination (other than a termination due to a breach or default) of this Agreement shall be effective as to any Leasehold Mortgagee unless consented to in writing by such Leasehold Mortgagee.

E. Default Notice. COUNTY, upon providing CITY any notice of default under this Agreement, shall at the same time provide a copy of such notice to the Leasehold Mortgagee and to

CITY's investor limited partner, if CITY's investor limited partner has requested a copy of such notices and has provided COUNTY with an address for service thereof. Notice by COUNTY to CITY shall be deemed to have been duly given even in the absence of notice to the Mortgagee and investor limited partner; provided, however, that the time periods with respect to such Mortgagee and investor limited partner shall not commence until notice is given to such Mortgagee and investor limited partner. From and after such notice has been given to the Leasehold Mortgagee and investor limited partner, such Leasehold Mortgagee or investor limited partner shall have the same period, after the giving of such notice upon it, for remedying any default (or acts or omissions which are the subject matter of such notice) or causing the same to be remedied, as is given CITY after the giving of such notice to CITY, plus in each instance, the additional periods of time specified in Sections 11.4.F and 11.4.G to remedy, commence remedying or cause to be remedied the defaults (or acts or omissions which are the subject matter of such notice) specified in any such notice. COUNTY shall accept such performance by or at the instigation of such Leasehold Mortgagee or investor limited partner as if the same had been done by CITY. CITY authorizes the Leasehold Mortgagee or investor limited partner to take any such action at such Leasehold Mortgagee's or investor limited partner's option and does hereby authorize entry upon the Property and the Premises by the leasehold mortgagee or investor limited partner for such purpose.

F. Notice to Leasehold Mortgagee. If any default occurs which entitles COUNTY to terminate this Agreement, COUNTY may not terminate this Agreement unless, following the expiration of the period of time given CITY to cure such default (or the act or omission which gave rise to such default), COUNTY shall notify the Leasehold Mortgagee of COUNTY's intent to so terminate at least sixty (60) days in advance of the proposed effective date of such termination if such default is capable of being cured by the payment of money, and at least one hundred twenty (120) days in advance of the proposed effective date of such termination if such default is not capable of being cured by the payment of money. The provisions of Section 11.4.G below shall apply if, during such 60-day or 120-day termination notice period, the Leasehold Mortgagee shall:

1. Notify COUNTY of such leasehold Mortgagee's desire to nullify such notice;
and
2. Pay or cause to be paid all rent, additional rent and other payments then due and in arrears as specified in the termination notice to such Leasehold Mortgagee and which may become due during such 60-day or 120-day period; and
3. Comply, or in good faith, with diligence and continuity, commence to comply, with all nonmonetary requirements of this Agreement then in default and reasonably susceptible of being complied with by such leasehold mortgagee; provided, however, that in the event such Leasehold Mortgagee shall commence foreclosure proceedings within such 120-day period, such Leasehold Mortgagee shall not be required during such 120-day period to cure or commence to cure any default consisting of CITY's failure to satisfy and discharge any lien, charge or encumbrance against the CITY's interest in this Agreement or the Premises junior in priority to the lien of the mortgage held by such Leasehold Mortgagee.

G. Any notice to be given by COUNTY to a Leasehold Mortgagee pursuant to any provision of this Section 11.4 shall be deemed properly addressed if sent to the Leasehold Mortgagee

who served the notice referred to in Section 11.4.B at the address stated in such notice unless notice of a change of Mortgage ownership has been given to COUNTY pursuant to Section 11.4.B.

H. Mortgagee to Foreclose. If COUNTY shall elect to terminate this Agreement by reason of any default of CITY and the Leasehold Mortgagee shall have proceeded in the manner provided for by Section 11.4.F, the specified date for the termination of this Agreement, as fixed by COUNTY in its termination notice, shall be extended for a period of six (6) months, provided that such Leasehold Mortgagee shall, during such 6-month period:

1. Pay, or cause to be paid, any rent and any other monetary obligations of CITY under this Agreement as the same become due, and continue its good faith efforts to perform all of CITY's other obligations under this Agreement; and

2. If not enjoined or stayed, take steps to acquire or sell CITY's interest in this Agreement by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

3. If at the end of such 6-month period such Leasehold Mortgagee is diligently complying with this Section 11.4.H, this Agreement shall not then terminate, and the time for completion by such Leasehold Mortgagee of its proceedings shall continue so long as such Leasehold Mortgagee is enjoined or stayed and thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell CITY's interest in this Agreement by foreclosure of the Leasehold Mortgage, assignment in lieu of foreclosure or by other appropriate means with reasonable diligence and continuity. Nothing in this Section 11.4.H, however, shall be construed to extend this Agreement beyond the original term hereof, nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the default has been cured. If the default shall be cured and the Leasehold Mortgagee shall discontinue foreclosure proceedings, this Agreement shall remain in full force and effect as if CITY had not defaulted under this Agreement.

I. Purchase and Sale. If the Leasehold Mortgagee is complying with Section 11.4.H, upon the acquisition of CITY's estate herein by such Leasehold Mortgagee or its designee or any other purchaser at a foreclosure sale, assignment in lieu of foreclosure or otherwise, this Agreement shall continue in full force and effect as if CITY had not defaulted under this Agreement, and COUNTY shall recognize such Leasehold Mortgagee as the CITY under this Agreement, subject to the obligation of the Leasehold Mortgagee to comply with this Agreement and cure any defaults which are reasonably susceptible of cure by the Leasehold Mortgagee (except as otherwise provided in the Agreement or in Section 11.4.J below). The purchaser at any sale of this Agreement and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, including such Mortgagee, or the transferee under any instrument of assignment or transfer in lieu of the foreclosure of the Leasehold Mortgage shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the CITY to be performed hereunder from and after the date of such purchase and assignment.

J. Purchaser's/Assignee's Right to Sell. The purchaser or assignee of CITY's leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings, upon acquiring CITY's leasehold estate, may sell and assign the leasehold estate on such terms and to such persons

and organizations as are acceptable to such purchaser or assignee without the consent or approval of COUNTY. Upon such sale or assignment, the transferor shall thereafter be relieved of all obligations under this Agreement if such assignee has delivered to COUNTY its written agreement to be bound by all of the provisions of this Agreement.

K. New Lease. For as long as there is any leasehold mortgage outstanding, in the event this Agreement is terminated for any reason, including, without limitation, a termination or rejection through any bankruptcy proceeding or the Leasehold Mortgagee or the purchaser or assignee of CITY's leasehold estate pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings becomes the legal owner of CITY's estate herein, and upon written request by such party given within sixty (60) days after such termination or acquisition of CITY's estate herein, as applicable, COUNTY shall enter into a new lease of the Premises with the Leasehold Mortgagee, purchaser or assignee for the remainder of the term of this Agreement with the same agreements, covenants, reversionary interests and conditions (except for any requirements which have been fulfilled by CITY prior to termination) as are contained in this Agreement and with priority equal to this Agreement; provided, however, that Leasehold Mortgagee, purchaser or assignee, as applicable, shall promptly commence, and diligently pursue, to cure any defaults by the CITY that are reasonably susceptible to cure by the Leasehold Mortgagee, purchaser or assignee. After such termination and cancellation of this Agreement and prior to the expiration of the period within which the Leasehold Mortgagee, purchaser or assignee may elect to obtain a new lease from COUNTY, COUNTY shall refrain from terminating any existing sublease or otherwise encumbering the Property without the prior written consent of the Leasehold Mortgagee, purchaser or assignee. Any new lease granted to the Leasehold Mortgagee, purchaser or assignee shall be in the form substantially similar to this Agreement and shall enjoy the same priority in time and in right as this Agreement over any lien, encumbrance or other interest created by the COUNTY before or after the date of such new lease and shall vest in the Leasehold Mortgagee, purchaser or assignee all right, title, interest, power and privileges of CITY hereunder in and to the Premises, including, without limitation, the assignment of CITY's interest in and to all then existing subleases and sublease rentals and the automatic vesting of title to all Improvements, fixtures and personal property of CITY in the Leasehold Mortgagee, purchaser or assignee. Such new lease shall provide, with respect to each and every permitted sublease which immediately prior to the termination of this Agreement was superior to the lien of the Leasehold Mortgage, that the Leasehold Mortgagee, purchaser or assignee shall be deemed to have recognized the sublessee under the sublease, pursuant to the terms of the sublease as though the sublease had never terminated but had continued in full force and effect after the termination of this Agreement, and to have assumed all the obligations of the sublessor under the sublease accruing from and after the termination of this Lease, except that the obligation of the new lessee, as sublessor, under any covenant of quiet enjoyment, expressed or implied, contained in any such sublease shall be limited to the acts of such new lessee and those claiming by, under or through such new lessee.

If more than one entity claims to be the lender that is entitled to a new lease pursuant to this Article, COUNTY shall enter into such new lease with the Leasehold Mortgagee whose Leasehold Mortgage is prior in time. COUNTY without liability to CITY or any Leasehold Mortgagee with an adverse claim, may rely upon a lender title insurance policy issued by a responsible title insurance company doing business in the state where the Premises is located as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such new lease and the Leasehold Mortgagee which executes

the new lease shall indemnify and hold COUNTY harmless against any claims by CITY or any other Leasehold Mortgagee with respect to such determination.

L. No Merger. No merger of CITY's interest in the Premises into COUNTY's interest in the Premises shall result or be deemed to result by reason of ownership of CITY's interest and COUNTY's interest by the same party or by reason of any other circumstances, without the prior written consent of any Leasehold Mortgagees.

ARTICLE 12 OTHER REQUIREMENTS

12.1 ENVIRONMENTAL FINES AND PENALTIES. Notwithstanding the foregoing, CITY shall assume responsibility for and payment of any fines or penalties levied on either the COUNTY or CITY by any applicable local, state or federal authority (hereinafter "Authority") for breaches by CITY of the Authority's environmental regulations. CITY, or City's contractors or assignees, agree to be solely liable for the payment of all fines and penalties resulting from CITY's breach of Authority's environmental regulations, except and in proportion to the extent caused by the negligence or willful misconduct of COUNTY.

In addition, CITY understands and acknowledges that, during the course of the activities allowed by the Agreement, the environmental regulations implemented or imposed by the Authority on the COUNTY and CITY may change and CITY specifically agrees to comply with any future applicable environmental regulations implemented or imposed by the Authority on the COUNTY or CITY to the extent required by law.

The provisions of this Paragraph shall survive the expiration or termination of this Agreement with respect to any breach of an Authority's environmental regulation(s) that occurs during the term of this Agreement.

12.2 COMPLIANCE WITH LAWS. In the prosecution of the work covered by this Agreement, CITY shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. In addition, CITY shall comply with all applicable local, state and federal occupational safety and health acts and regulations. If any failure by CITY to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against COUNTY, CITY, or City's contractors shall reimburse and indemnify COUNTY for any such fine, penalty, cost or charge, including without limitation attorney's fees, court costs and expenses (excepting environmental fines and penalties which shall be handled in accordance with Paragraph 12.1 above). CITY further agrees in the event of any such action, upon notice thereof being provided by COUNTY, to defend such action free of cost, charge or expense to COUNTY. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

- a. Stormwater Quality – Prior to commencement of construction of the Project, COUNTY Stormwater Quality staff shall certify the Stormwater Pollution Prevention Plan (SWPPP) which must meet all requirements of the Sacramento County Storm Water Ordinance (Sacramento County Code Section 15.12). The SWPPP must

include all of the components required by the Construction General Permit as well as temporary construction BMPs (Best Management Practices) at the Premises. The County of Sacramento Department of Water Resources (DWR) reserves the right to approve and/or revise the permanent stabilization proposed in the SWPPP. Prior to commencing construction, the certified SWPPP shall be submitted to the California Regional Water Quality Control Board (RWQCB) by the CITY.

City staff with possible third party assistance will monitor construction of the Project for continued compliance with the Sacramento County Storm Water Ordinance. Should CITY, CITY's contractors, agents or assignees receive notice from the COUNTY and/or the RWQCB that a violation has occurred or is imminent, all work other than corrective action related thereto shall be immediately suspended until the corrective action is deemed satisfactory by the COUNTY and/or the RWQCB. Time is of the essence. Failure to comply may result in an immediate suspension of this Agreement until the Project is deemed by the COUNTY and/or the RWQCB to be in compliance. For purposes of this paragraph, the Parties intend that the word "CITY" shall include Rancho Cordova's contractors, agents, or assignees, to the extent that such responsibilities can be and are assigned.

The County Department of Water Resources Stormwater Quality Program Manager, (827 7th Street, Room 301, Sacramento, CA 95814; Phone (916) 874-7156) will be contacted concerning any questions related to this Paragraph.

- 12.3 ENDANGERED SPECIES.** CITY shall at all times and in all respects comply with all environmental laws and any amendments thereto affecting CITY's use of and operation on the Premises, including all federal, state and local laws, ordinances and regulations relating to endangered, threatened and other sensitive species. Without limiting the generality of the foregoing, reference is made to the provisions set forth in the California Endangered Species Act (California Fish and Game Code Section 2050, et seq.); the Federal Endangered Species Act (16 U.S.C. Sections 1531 – 1543); and the Federal Migratory Bird Treaty Act (16 U.S.C. Sections 703-712).

CITY shall, at all times, engage in appropriate avoidance and minimization measures to prevent the unlawful take, possession or destruction of any protected species. This includes birds-of-prey, and the take, possession or destruction of the eggs and nests of any such bird. Furthermore, elderberry shrubs or trees are known to exist in the Premises general vicinity. Elderberry shrubs are host plants for the Valley Elderberry Longhorn Beetle (VELB), listed as Threatened under the federal Endangered Species Act. Therefore, no elderberry shrub or tree shall be disturbed without an appropriate permit from the United States Fish and Wildlife Service. COUNTY shall notify CITY of all known areas where elderberry shrubs may be located on the Premises as of the Commencement Date.

- 12.4 CULTURAL RESOURCES.** Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during any of CITY's activities, then work shall be immediately suspended and the Department of Environmental Review and Assessment (hereinafter "DERA") shall be

immediately notified at (916) 874-7914. At that time, DERA will coordinate any necessary investigation with the appropriate specialists as needed. CITY shall be required to implement any mitigation deemed necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.97 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

ARTICLE 13 GENERAL

13.1 WRITTEN COMMUNICATIONS AND NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Agreement shall be in writing and either served personally or sent by prepaid, first class, certified mail. Such matters shall be addressed to the other party at the following address:

To LESSOR at:

County of Sacramento
Economic Development Division
Administrator
Attn: Director
700 H Street, Suite 6750
Sacramento, CA 95814
Phone: (916) 874-5220

To CITY at:

City of Rancho Cordova
Attn: Housing Services

2729 Prospect Park Drive
Rancho Cordova, CA 95670
Phone: (916) 851-8784
Fax: (916) 851-8784

With a copy to:

County of Sacramento
Real Estate Division
Asset Management Section
3711 Branch Center Road
Sacramento, CA 95827
Phone: (916) 876-6200

or such other address as a party may designate to the other by notice. Such notice shall be deemed effective five (5) days after transmittal as herein provided.

13.2 TAXES, POSSESSORY INTEREST, AND SPECIAL TAXATION.

- A. CITY, shall pay any and all taxes, assessments, and other charges of whatsoever character that may be levied or charged upon CITY's interest, as herein may be created; improvements; operations; or right to use of the Premises. CITY shall not be responsible to pay any part of any tax assessment or increase in assessment, or other charges of whatsoever character that

are levied as a result of COUNTY's improvements, operations, or interest in the property described as APN 067-0010-041.

- B. Under this lease a possessory interest subject to property taxation and special taxation may be created. Pursuant to California Revenue and Taxation Code Section 107.6, and Chapter 2.5 (commencing with Section 53311), Part 1, Division 2, Title 5, of the Government Code, notice is hereby given that such property interest may be subject to property taxation and special taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property or special taxes levied on such interest.
- C. **CITY's Right to Contest Taxes:**
- (1) CITY shall have the right to contest in its own name, or, to the extent reasonably necessary, in COUNTY's name, in good faith and by all appropriate proceedings, the amount, applicability, or validity of any tax assessment pertaining to the Premises and CITY's operations thereon.
 - (2) In the event CITY initiates such contest, COUNTY shall reasonably cooperate with CITY, provided that such contest will not subject any part of the Premises to forfeiture or loss; and provided, further, that if CITY contests any assessment made by the Assessor of COUNTY, such contest shall not be initiated in the name of COUNTY, and COUNTY shall not be obligated to cooperate therewith.
 - (3) If at any time payment of any tax or assessment becomes necessary to prevent any forfeiture or loss, CITY shall timely pay such tax or assessment to prevent such forfeiture or loss.
- 13.3 **AS-IS LEASE.** CITY acknowledges that, except as expressly contained in this Agreement neither COUNTY nor anyone acting for or on behalf of the COUNTY has made any representation, warranty or promise to CITY concerning the physical aspects or condition of the Premises; the feasibility or desirability of the Premises for any particular use; the presence of any other physical aspect of the Premises; and that in entering into the Agreement, CITY has not relied on any representation, statement or warranty of COUNTY or anyone acting for or on behalf of COUNTY, other than as may be expressly contained in this Agreement, and that all matters concerning the Premises shall be independently verified by CITY and that CITY shall lease the Premises on CITY's own examination thereof; and that if CITY elects to lease the Premises, CITY is leasing the Premises in its "as is" condition and its "as is" state of repair as of the Commencement Date.
- 13.4 **RISK OF HAZARDS.** CITY shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction other than activities and materials, etc., which are ordinarily conducted or kept to construct, operate and maintain, multifamily residential apartment complexes and related facilities.
- 13.5 **NOTICE OF CLAIMS AND SUIT.** COUNTY and CITY shall each give the other prompt and timely written notice of any personal injury or other accident claim for in excess of TEN

THOUSAND AND NO/100ths DOLLARS (\$10,000.00), and of any lawsuit coming to its knowledge when either such claim or lawsuit arises out of or is in any way connected with the Leased Premises or the operations of CITY hereunder, other than an action for eviction or collection by or against a residential tenant, which in any way, directly, indirectly, contingently or otherwise, might reasonably affect the parties' relationship under this Agreement. Such notice shall be deemed prompt and timely if given within thirty (30) calendar days following the date of receipt of such claim by an officer, agent, or employee of either party, and if given within ten (10) calendar days following the date of service of process upon either party with respect to any such lawsuit.

13.6 NO LIENS. Subject to CITY's right to contest the same, CITY shall maintain the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on or at the Leased Premises, except as otherwise expressly provided in this Agreement.

13.7 NUISANCE PROHIBITED. CITY shall at all times conduct its use of the Premises in such a manner that it shall not constitute a public or private nuisance.

13.8 COUNTY RESERVED RIGHTS.

A. Entry.

- (1) COUNTY reserves the right, without liability to CITY, to enter the Premises for purposes of inspection, surveying and any use not substantially interfering with CITY's use; provided that COUNTY first provides CITY with twenty-four (24) hour notice of COUNTY's intent to enter the Premises, emergencies excepted.
- (2) COUNTY, its officers, agents, and employees shall have the right, without limitation, throughout the term of this Agreement to enter upon the Premises for any lawful purpose, including the purpose of determining whether CITY is complying with its obligations hereunder. Such entry by COUNTY shall not be deemed to excuse CITY's performance of any promise, term, condition, or covenant required of it by this Agreement, and shall not be deemed to constitute waiver thereof by COUNTY.

B. COUNTY's Right to Sell. COUNTY shall have the right to sell its fee estate in the Property and assign its interest in this Agreement without limitation, provided, however, that any such sale and any such transferee, successor-in-interest or assignee shall be subject to this Agreement. Upon any such conveyance, COUNTY shall automatically be relieved of any obligations under this Agreement other than those obligations which accrued prior to the date of such conveyance. COUNTY shall also have the right to mortgage, hypothecate or otherwise pledge its interest in the Property, provided that CITY shall under no circumstances be required or permitted to enter into a subordination of its leasehold interest to any holder of any such mortgage or deed of trust.

- 13.9 REMOVAL OF PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION.** Upon COUNTY's request, CITY shall, within ninety (90) days of termination or expiration of this Agreement, remove the CITY personal property from the Premises, and shall restore the Premises to its original condition, reasonable wear and tear excepted. Such removal and repair shall be performed by CITY at its sole cost and expense. In the event that the Premises or any portion thereof are damaged by CITY, such damage shall be repaired immediately by CITY at its sole cost and expense. CITY shall be afforded reasonable access to the Premises to complete these tasks.
- 13.10 OWNERSHIP OF LEASEHOLD IMPROVEMENTS.** All improvements or alterations to the Premises made by CITY shall, upon expiration or sooner termination of this Agreement, vest in COUNTY without payment of any further consideration to CITY.
- 13.11 ABANDONED PROPERTY.** Any CITY personal property not removed within ninety (90) days of termination or expiration of this Agreement shall be deemed abandoned property and shall thereupon become the property of COUNTY to be used or disposed of by COUNTY without compensation to CITY. If COUNTY disposes of property abandoned by CITY within one hundred twenty (120) days after being abandoned by CITY, CITY shall compensate COUNTY for the actual costs incurred in disposing of any such abandoned property to the extent disposal costs exceed the amount realized through their disposal, provided such compensation shall not exceed \$300,000.
- 13.12 COUNTY'S RIGHT TO LEASE.** COUNTY warrants COUNTY is well seized of and has good right to lease the Premises, will defend the title thereto, and will indemnify CITY against any damage and expense which CITY may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the Premises.
- 13.13 EXECUTION OF AGREEMENT.** Submission of this document by COUNTY for review, examination or execution by CITY does not constitute a reservation of an option to lease the Premises or any other property within the County of Sacramento, and this document shall not be effective as a lease agreement, or otherwise, unless and until approved by the Board of Supervisors of the COUNTY or executed by the officer authorized by said Board.
- 13.14 AUTHORITY OF SIGNATORS.** Each party to this Agreement warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party that it has full right and authority to enter into and consummate this Agreement and all related documents.
- 13.15 SUCCESSORS IN INTEREST.** This Agreement shall be binding upon and inure to the benefit of the successors-in-interest of the parties hereto.
- 13.16 ASSIGNMENT AND SUBLETTING.** CITY may sublet, assign or otherwise grant its obligations and liabilities arising under this Lease. CITY shall have the right to sublet its lease, or any of its rights under this Agreement, in whole or in part, and have the right to assign this lease, in whole or in part, to the Veteran's Administration, Mather Veteran's Hospital or to Mercy Housing or any affiliate thereof, and COUNTY hereby consents to such

assignment, without the necessity of any further action on COUNTY's part. Assignment by CITY to any other entity will require the prior written consent of the COUNTY. Subletting specifically includes, without limitation, the subleasing, licensing, or granting of other rights to use all or any portion of the Premises. Notwithstanding the foregoing, COUNTY's consent shall not be required in connection with an assignment to [Mercy Entity], or an affiliate thereof, or an assignment of, or a change in, any limited partner interests in CITY or the removal and replacement of the general partner of CITY by the limited partner in accordance with the terms of CITY's partnership agreement. If City assigns its interest to Mercy Housing, or an affiliate thereof, COUNTY, upon providing CITY any notice required under this Agreement, shall at the same time provide a copy of such notice to Mercy Housing, or its affiliate.

- 13.17 NATURE OF TENANCY.** CITY is not eligible for relocation payment or assistance as a consequence of this tenancy. No relocation payment or assistance will be made to CITY by COUNTY upon termination of tenancy.
- 13.18 TITLE TO THE PREMISES.** Fee title to the Premises is and shall remain vested in COUNTY. Nothing contained in this Agreement and no action or inaction by COUNTY shall be deemed or construed that COUNTY has granted to CITY any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of COUNTY in the Premises.
- 13.19 ESTOPPEL.** Upon COUNTY's written request, CITY shall deliver to COUNTY a written statement containing the following information, current as of the date of the statement: (A) The status of the Agreement. (B) An explanation of any default claims CITY may have against COUNTY. (C) The term of the Agreement. (D) The monthly Rent and Additional Fee payable. CITY shall deliver such statement to COUNTY or to any prospective purchaser upon COUNTY's request. Any such statement by CITY may be given to any prospective purchaser or encumbrancer of the Property. Upon CITY's written request, COUNTY agrees to deliver within fifteen (15) days, a statement in recordable form addressed to any proposed transferee, mortgagee, or investor limited partner, certifying that this Agreement is unmodified and is in full force and effect (if such be the case), certifying the commencement and termination dates of the lease term, certifying that there are no claims against CITY under this Agreement (or stating those claimed by COUNTY) and containing such other information as may reasonably be requested by the party to whom such certificate is addressed. In the event COUNTY fails to deliver such certificate to CITY within the 15-day period provided above, it shall be deemed that this Agreement is in full force and effect and that COUNTY has no claims against CITY under this Agreement.
- 13.20 INDEPENDENT CONTRACTOR.** CITY is not an employee or agent of COUNTY by reason of this lease, or otherwise. CITY is an independent contractor, and as between COUNTY and CITY, CITY shall be solely responsible for its acts and omissions arising from or relating to its operations or activities.

- 13.21 PARTIAL INVALIDITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or is found to be prohibited by law, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable or prohibited, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 13.22 SUPERSEDES.** This Agreement supersedes and cancels any and all oral negotiations or previously executed agreements between the parties hereto pertaining to the herein described Premises.
- 13.23 AMENDMENT AND WAIVERS.** This Agreement constitutes the entire understanding of the parties thereto and shall not be altered or amended except by a supplementary agreement in writing and signed by both parties. The failure of either COUNTY or CITY to exercise the rights granted hereunder shall not constitute a waiver of the same either at the time or upon a later recurrence.
- 13.24 RIGHT AND REMEDY.** No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 13.25 ATTORNEY'S FEES AND COSTS.** Any party may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorney's fees and costs.
- 13.26 GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
- 13.27 TIME OF ESSENCE.** Time is of the essence of this Agreement and the obligations of the parties to perform hereunder.
- 13.28 CONSTRUCTION OF AGREEMENT.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties 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. All exhibits are referred to in this Agreement are attached and incorporated by this reference.

13.29 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, by all of which, together, shall constitute one and the same instrument.

13.30 QUIET POSSESSION. COUNTY agrees that CITY, so long as CITY is not in default under this Agreement and is paying the rent and performing the covenants and conditions of this Agreement, shall quietly have, hold and enjoy the Premises throughout the term hereof without interruption or disturbance from COUNTY or any other persons claiming by, through or under COUNTY; and COUNTY warrants to CITY that as of the Commencement Date of said lease term, there were no existing tenancies on the Premises.

Remainder of page intentionally left blank.

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

LESSOR:

**COUNTY OF SACRAMENTO, a
political subdivision of the State of
California**

Date: 6-28-13

By: [Signature]

Troy Givans

Director of Office of Economic
Development and Marketing

Under delegated authority by

Resolution No. : 2013-0391

Dated: 6-18-13

CITY:

**CITY OF RANCHO CORDOVA, a
municipal corporation**

Date: 5-24-13

By: [Signature]
Ted Gachler, City Manager

Under delegated authority by

Resolution No. : SI-2013

Dated: 5-20-13

**REVIEWED AND APPROVED BY
COUNTY COUNSEL:**

By: [Signature]

William Burke

Deputy County Counsel

**REVIEWED AND APPROVED BY
CITY COUNSEL:**

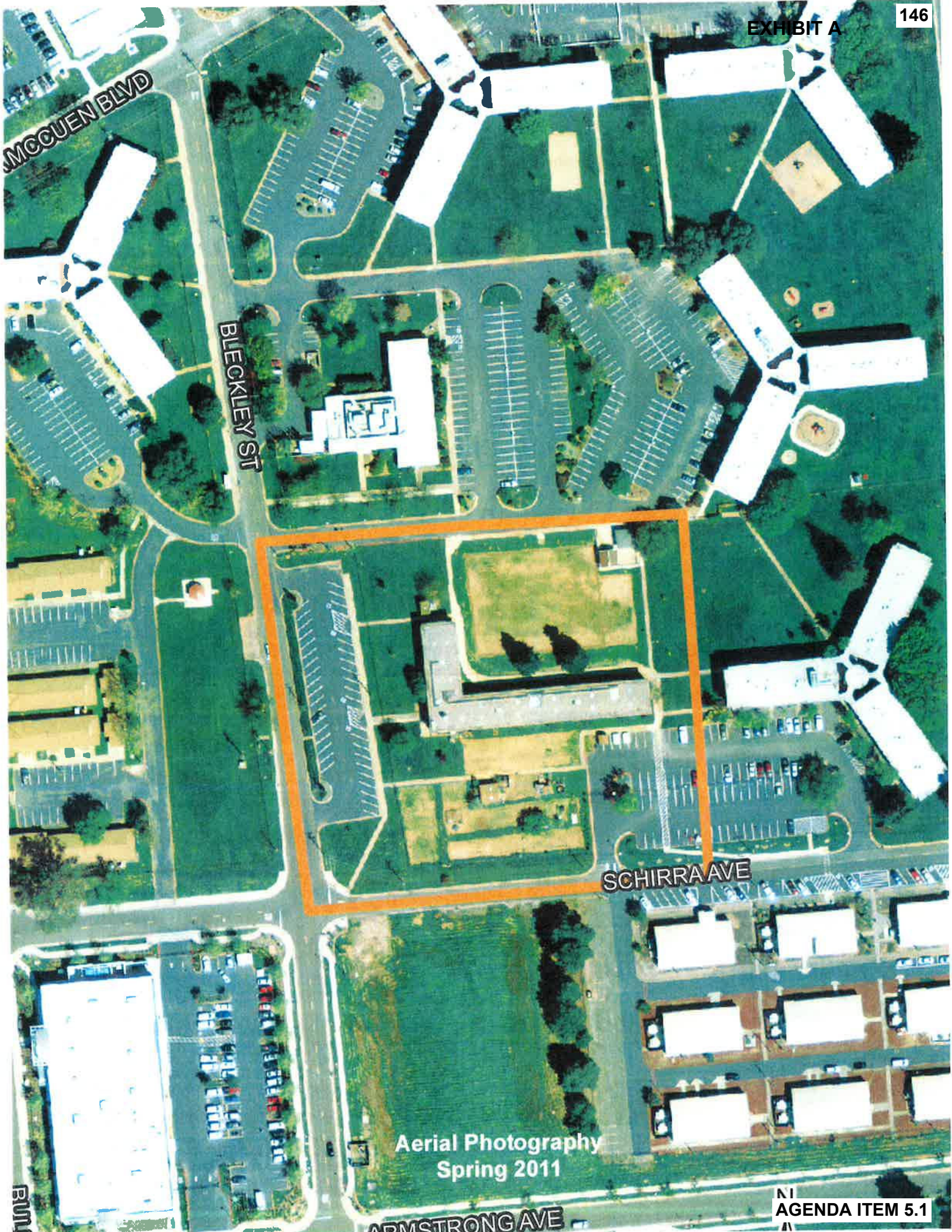
By: [Signature]

City Counsel

Exhibit A

Property

County Owned Property
APN 067-0010-099
3611 Bleckley Street
Mather, CA 95655



MCCUEN BLVD

BLECKLEY ST

SCHIRRA AVE

ARMSTRONG AVE

Aerial Photography
Spring 2011

Exhibit B

Premises

EXHIBIT "B-1"**Premises****APN 067-0010-099****Legal Description**

Being a portion of that certain Parcel of Land containing 16.390 Acres bounded on the North by Femoyer Street (Now called Peter A. McCuen Boulevard), on the East by Femoyer Street, on the West by Bleckely Street, and on the South by Marauder Street (Now called Schirra Avenue), and located at Mather Air Force Base as shown on Record of Survey Recorded in Book 54 at Page 33 of Official Records, County of Sacramento, State of California.

Beginning at a point which bears North $38^{\circ}33'14''$ East 38.36 feet from the centerline intersection of Bleckely Street and Marauder Street (Now called Schirra Avenue) as shown on aforesaid Record of Survey. Said Point of Beginning being 28.00 feet easterly from the centerline of Bleckely Street and 28.00 feet northerly from the centerline of Marauder Street (Now called Schirra Avenue). Thence from said Point of Beginning the following four (4) courses:

- 1.) North $08^{\circ}19'46''$ West 375.52 feet parallel with and 28.00 feet from the centerline of Bleckely Street as shown on aforesaid Record of Survey;
- 2.) Leaving said parallel line North $85^{\circ}31'31''$ East 442.22 feet;
- 3.) South $04^{\circ}33'46''$ East 374.03 feet to a point being 28.00 northerly of the centerline of Marauder Street (Now called Schirra Avenue);
- 4.) South $85^{\circ}26'14''$ West 417.55 feet parallel with and 28.00 feet from the centerline of Marauder Street (Now called Schirra Avenue) to the Point of Beginning.

Containing 160,930.00 Square feet or 3.69 acres

The Basis of bearings for this description is identical to Record of Survey Book 54 Page 33 Official Records in the Records Office of the County of Sacramento, State of California

End of Description

Prepared By: Warren Land Surveying, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762

09/06/12

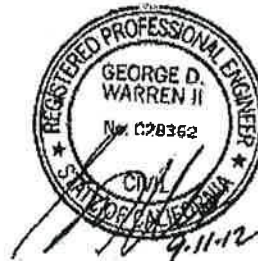
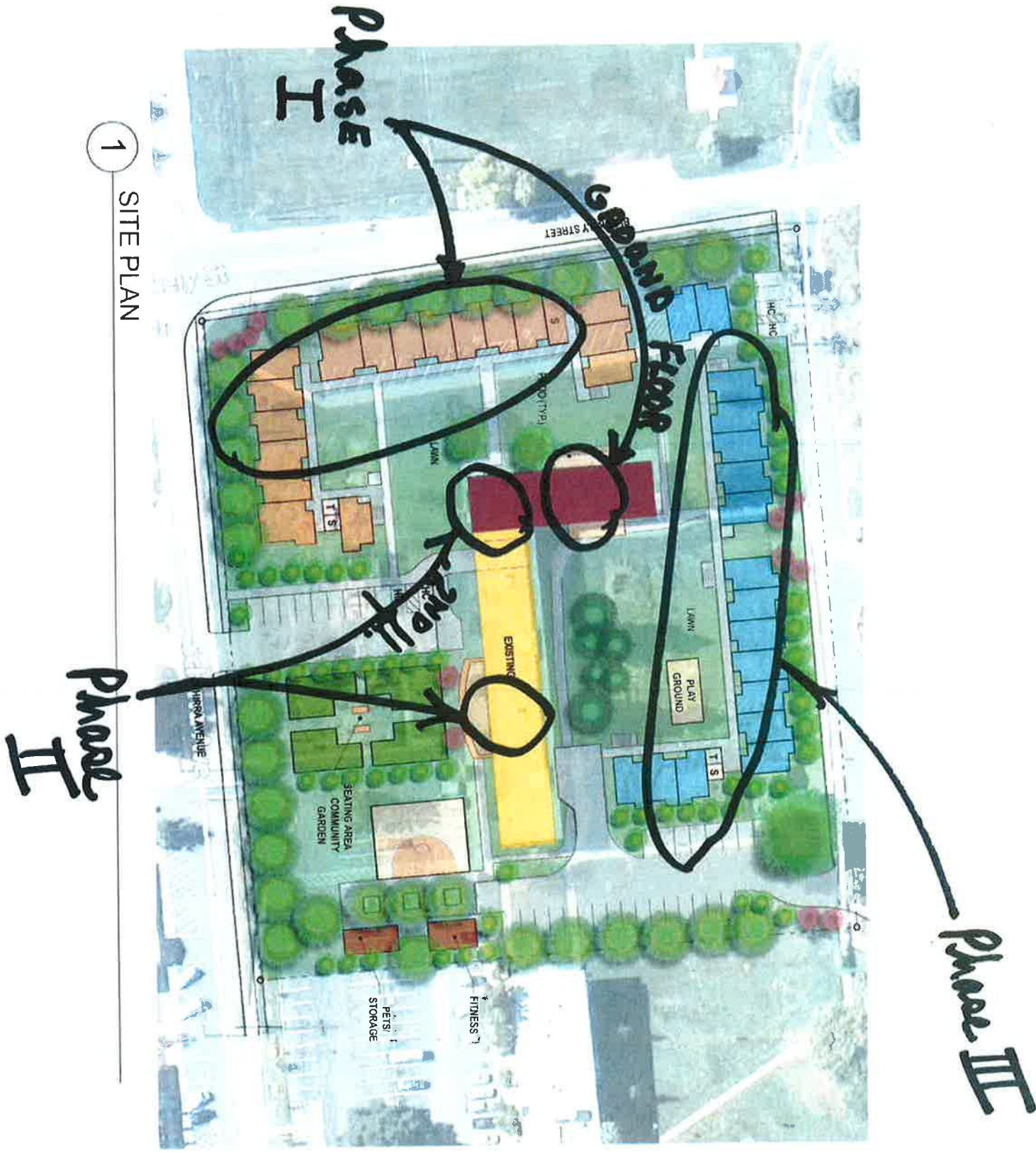


EXHIBIT “C”

Phasing Plan

1 SITE PLAN



MATHER FIELD VETERANS VILLAGE
SACRAMENTO/ CALIFORNIA

EXHIBIT "D"

(To be attached once zoning/construction drawings are received)

Site Plan

1. This Exhibit may be augmented with a land survey of the Premises once it is received by CITY.
2. Setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT "E"

Air Force Conveyance Documents

EXHIBIT A

EXHIBIT "E"



Sacramento County Recorder
 Craig A. Kramer, Clerk/Recorder
 BOOK 20130503 PAGE 1295

Friday, MAY 03, 2013 1:10:58 PM
 Ttl Pd \$0.00 Rept # 0007770571

MML/18/1-20

WHEN RECORDED RETURN TO:

REAL ESTATE DIVISION
 COUNTY OF SACRAMENTO
 3711 Branch Center Road
 Sacramento, CA 95827
 MAIL CODE: 63-002

NO FEE DOCUMENT PER GOVERNMENT CODE 27383
 NO DOCUMENT TRANSFER TAX PER R&T CODE 11922

Mail Tax Bills To:

County of Sacramento
 Department of Economic Development
 700 H Street
 Sacramento, CA 95814

Okay to Accept By
 Signature/Date:

Print Name & Date

John Dito

APN: 067-0010-089, 067-0010-091, 067-0010-092
 and 067-0010-099

Project Name & Dept:

Parcel C-12

(Econ Dev)

THIS SPACE FOR RECORDER'S USE ONLY

TITLE(S)

Quitclaim Deed

LOG NO. 030226

Recording Requested by,
and when recorded mail to:

Real Estate Division
County of Sacramento
3711 Branch Center Rd
Sacramento CA 95827-3807

Entitled to Free Recording Under
Government Code §6103 and §27383

Exempt from Documentary Transfer Tax
Rev. & Tax Code §11922

QUITCLAIM DEED,

CERCLA 120(h) NOTICES, COVENANTS, and

ENVIRONMENTAL RESTRICTIONS

Parcel C-12

(Former Mather Air Force Base ("AFB"), California)

I. PARTIES

THIS DEED is made and entered into this 30th day of April, 2013, by and between THE UNITED STATES OF AMERICA (the "United States"), acting by and through the Secretary of the Air Force, under and pursuant to the powers and authority contained in the Defense Authorization Amendments and Base Closure and Realignment Act of 1988, as amended (10 U.S.C. § 2687 note), and delegations and regulations promulgated thereunder (the "Grantor"), and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (the "Grantee"). Unless the context otherwise specifically provides, when used in this Deed, "Grantor" includes the assigns of the Grantor and "Air Force" includes any successor entity to the Department of the Air Force or any successor to the Secretary of the Air Force, and "Grantee" includes the successors and assigns of the Grantee.

II. CONSIDERATION AND CONVEYANCE

WITNESSETH, THAT FOR TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby release and

forever quitclaim to the Grantee all that real property known as Parcel C-12 consisting of approximately 20.179 acres of land situated in the County of Sacramento, State of California as legally described in Exhibit A and graphically depicted in Exhibit B to this Deed.

III. APPURTENANCES

TOGETHER WITH all the buildings and improvements erected thereon and improvements hereunto belonging, or in any wise appertaining which, together with the real property above described, is called the "Property" in this Deed.

IV. EXCEPTIONS

AND EXCEPTING THEREFROM any and all equipment and other facilities associated with environmental remediation (collectively "Remedial Systems"), whether above, on, or under the ground of the Property. The Remedial Systems include two (2) groundwater monitoring wells, known as MAFB-154 and MAFB-280. Ownership of the Remedial Systems is expressly retained by the Grantor for the MAFB-154 and MAFB-280. Ownership of the Remedial Systems for the groundwater remediation associated with the Inactive Rancho Cordova Test Site ("IRCTS"), consisting of extraction well EX-9 with associated equipment and utility infrastructure, is retained by Boeing/Aerojet. A depiction of the excepted Remedial Systems is provided in Exhibit C (groundwater remedial systems components). Additionally, the coordinates for wells associated with the groundwater remediation located on the Property are provided in Exhibit D.

V. RESERVATIONS

A. The Grantor hereby reserves a mineral royalty as described in this subparagraph affecting the Property. The parties have agreed that this Deed shall relinquish and release unto the Grantee all the mineral interests owned by the Grantor in the Property and the parties have agreed that the Grantor has reserved to itself an overriding royalty of TEN PERCENT (10%) of the gross fair market value of the minerals, if any minerals are extracted from the Property at some future time, either by the Grantee or its successors, transferees, or assigns, pursuant to a license, lease or any other enabling agreement (e.g., purchase/sale of right to extract the minerals). The "gross fair market value" of such minerals for the purpose of computing such overriding royalty shall be the free on board (origin) retail value of the mineral products after final processing, equivalent to public sale or retail value at the origin. Provided, however, that the Grantee shall be under no obligation to extract such minerals or to issue such a lease or agreement.

B. The Property is conveyed subject to the public rights-of-way and public utility easements as described in the Grant of Easement from the United States to the County of Sacramento, recorded in Book 961030, Page 0607 of the Official records of the County of Sacramento.

VI. CONDITION

A. The Grantee agrees to accept conveyance of the Property subject to all legally enforceable covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, privileges, benefits, agreements, and encumbrances, whether or not of record.

B. The Grantee acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the Property, and that the Property is conveyed, "as is," "where is," without any representation, promise, agreement, or warranty, whether express or implied, on the part of the Grantor, or otherwise provided for by law or in equity, regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs, or additions. The Grantee further acknowledges that the Grantor shall not be liable for any latent or patent defects in the Property, except to the extent required by applicable law.

VII. NOTICES, DESCRIPTION, COVENANTS, AND ACCESS RIGHTS RELATED TO SECTION 120(h)(3) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA") (42 U.S.C. § 9620(h)(3))

A. **Property Covered by Notices, Description, Covenants, and Access Rights, Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)):**

For the entirety of the Property, the Grantor provides the following notices, description, covenants, and retains the following access rights:

B. **Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)):**

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in **Exhibit E** (stored) and **Exhibit F** (released on nearby parcels), attached hereto and made a part hereof. There were no known releases of hazardous substances on the Property, but notice is hereby provided that unknown quantities of hazardous substances were released or disposed of on nearby parcels thereby contaminating the groundwater under portions of the former Mather AFB including portions of this Property.

C. **Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):**

Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)), remedial action

consisting of groundwater extraction and treatment for portions of the base including the groundwater under this Property has been taken.

D. Covenants Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):

Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)), the United States warrants that:

1. all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to Section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the Property has been taken before the date of this Deed, and

2. any additional remedial action found to be necessary after the date of this Deed shall be conducted by the United States.

E. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):

1. The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

2. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's work and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its

successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

3. In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

NOTICE

BREACH OF ANY ENVIRONMENTAL RESTRICTIVE COVENANT IN PARAGRAPH VIII. BELOW MAY AFFECT THE FOREGOING WARRANTY

VIII. ENVIRONMENTAL RESTRICTIVE COVENANTS AND NOTICES

A. For purposes of this subparagraph, the term "Property" includes all portions of the parcel legally described in Exhibit A and graphically depicted in Exhibit B, for which the following environmental restrictive covenants apply.

1. Grantee covenants and agrees for itself and its successors and assigns that it will not conduct, or allow others to conduct, any surface activities that introduce or allow infiltration of water/other fluids into the groundwater (e.g., construction/ creation of any groundwater recharge areas, percolation ponds, unlined surface impoundments/trenches, or irrigation for agricultural purposes), without the written approval of the Air Force, United States Environmental Protection Agency ("U.S. EPA"), and the State. Normal watering to support landscaping is excluded from this restriction.

2. Grantee covenants and agrees for itself and its successors and assigns that it will not install wells or extract groundwater, or allow others to install wells or extract groundwater, for any purpose other than remediation or monitoring.

3. Grantee covenants and agrees for itself and its successors and assigns that it will not damage/disturb/tamper with, or allow others to damage/disturb/tamper with, any component of the Remedial System depicted in Exhibit C, including, but not limited to, the groundwater monitoring wells on the Property.

4. Grantee covenants and agrees for itself and its successors and assigns that it will not engage in, or allow others to engage in, activities that interfere with the effectiveness of the groundwater monitoring wells used in connection with remediation.

5. Grantee covenants and agrees for itself and its successors and assigns that it will not engage in, or allow others to engage in, activities that would limit access for the Air Force,

U.S. EPA, the State, and their respective officials, agents, employees, contractors, and subcontractors to the groundwater monitoring wells used in connection with remediation.

B. Effect of Covenants. It is the intent of the Grantor and the Grantee that the environmental restrictive covenants in this paragraph bind the Grantee and shall run with the land. It is also the intent of the Grantor and the Grantee that the Grantor will retain the right to enforce any restrictive covenants in this paragraph through the chain of title, in addition to any state law that requires or allows the State to enforce any restrictive covenants in this paragraph. The Grantee covenants and agrees to insert all of this paragraph in any deed to all or any part of the Property that it delivers.

C. Modification or Release of Covenants. The Grantee may request from the United States a modification or release of one or more of the Grantee covenants and agreements in this paragraph, subject to the notification and concurrence or approval of the State of California, the Air Force and U.S. EPA. In the event the request of the Grantee for modification or release is approved by the Air Force, the U.S. EPA, and the State of California, the United States will execute an appropriate document modifying or releasing the covenant (a "Covenant Release"). The Grantee understands and agrees that all costs associated with the Covenant Release shall be the sole responsibility of the Grantee, without any cost whatsoever to the United States.

D. Limitation on Warranty. The warranty set forth in subparagraph VII.D above is limited to response actions found to be necessary to protect human health and the environment from hazardous substances, pollutants or contaminants existing at the Property on the date this Deed is accepted. The obligation of the United States under such warranty does not extend to response actions required as a result of an act or omission of the Grantee, which act or omission (1) introduces new or additional contamination, (2) constitutes a breach of any environmental restrictive covenant set forth in this Deed, or (3) increases the cost of the required response action by its failure to provide timely notice of encountering contamination or by its improper management of any contamination or contaminated soil or water existing at the Property on the date this Deed is accepted from the United States.

E. State Access to Property. The right of access reserved to the United States in subparagraph VII.E above may be exercised by agencies of the United States, including, but not necessarily limited to the Air Force and the U.S. EPA. Further, notice is hereby given that the U.S. EPA, the Air Force, and the State of California have entered into an agreement commonly referred to as a Federal Facility Agreement ("FFA"); that, pursuant to the FFA, the Air Force has a continuing duty to provide access to the Property to the State of California; and that, the Air Force will extend to the State of California, as necessary, the right to use the access reserved in subparagraph VII.E above. This right of access is for purposes, either on the Property or on adjoining lands, consistent with the Installation Restoration Program ("IRP") of the Grantor or the FFA, if applicable.

IX. OTHER COVENANTS AND NOTICES

A. Asbestos Containing Material ("ACM"). The Grantee is warned that the Property may contain current and former improvements, such as buildings, facilities, equipment, and

pipelines, above and below the ground that may contain ACM. The Grantee covenants and agrees that in its use and occupancy of the Property, it will comply with all applicable federal, state, and local laws relating to asbestos. The Grantee is cautioned to use due care during property development activities that may uncover pipelines or other buried ACM. The Grantee covenants and agrees that it will notify the Grantor promptly of any potentially friable ACM that constitutes a release (or potential release) under CERCLA. The Grantor's responsibility under this Deed for friable ACM is limited to friable ACM in demolition debris associated with past Air Force activities and is limited to the actions, if any, to be taken in accordance with the covenants contained in paragraph VII of this Deed. The Grantee is warned that the Grantor will not be responsible for removing or responding to ACM in or on utility pipelines. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured.

B. General Lead-Based Paint and Lead-Based Paint-Containing Materials and Debris (collectively "LBP").

1. Lead-based paint was commonly used prior to 1978 and may be located on the Property. The Grantee is advised to exercise caution during any use of the Property that may result in exposure to LBP.

2. The Grantee covenants and agrees that in its use and occupancy of the Property, the Grantee is solely responsible for managing LBP, including LBP in soils, in accordance with all applicable federal, state, and local laws and regulations. The Grantee acknowledges that the Grantor assumes no liability for property damages or damages for personal injury, illness, disability, or death to the Grantee, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, contact, disposition, or other activity involving LBP on the Property, whether the Grantee has properly warned, or failed to properly warn, the persons injured. The Grantee further agrees to notify the Grantor promptly of any discovery of LBP in soils that appears to be the result of Grantor activities and that is found at concentrations that may require remediation. The Grantor hereby reserves the right, in its sole discretion, to undertake an investigation and conduct any remedial action that it determines is necessary.

C. Protected Species and Habitats. The Grantee acknowledges that threatened or endangered (collectively "protected") species, as those terms are defined in the Federal Endangered Species Act of 1973 as amended (the "Act"), may be present on portions of the Property. The following protected species may be present on the Property: the threatened vernal pool fairy shrimp (*Brachinecta lynchi*), the endangered vernal pool tadpole shrimp (*Lepidurus packardii*), the endangered Sacramento Orcutt grass (*Orcuttia viscida*), and/or the threatened slender Orcutt grass (*Orcuttia tenuis*). Moreover, habitats supporting such protected species may be present on the Property. The United States Fish and Wildlife Service (the "USFWS") published a Biological Opinion (the "BO") on January 24, 2012, associated with the disposal and

reuse of the former Mather Air Force Base. The Grantee covenants and agrees to comply with the Act, including, without limitation, the obligations to consult with the USFWS as necessary in connection with the reuse and redevelopment of the Property and to strictly comply with the provisions in the BO.

D. Non-Discrimination. The Grantee covenants and agrees not to discriminate upon the basis of race, color, religion, national origin, sex, age, or handicap in the use, occupancy, sale, or lease of the Property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion if the Property is on premises used primarily for religious purposes. The United States shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property.

E. Consultation Zone Requirement. The Grantee is notified of groundwater contaminant plumes in the area and that the Property is subject to the Consultation Zone requirement established in Sacramento County Code, Title 6 (Health and Sanitation), Chapter 6.28 (Wells and Pumps), Section 6.28.000(G). Any application for a well permit within two thousand (2,000) feet of a known groundwater contaminant plume is subject to special review by appropriate regulatory agencies to evaluate potential impacts to public health and groundwater quality.

F. Hazards to Navigation. The Grantee covenants for itself, its successors and assigns, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration ("FAA") in accordance with 14 C.F.R. Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958 ("FAA Act"), as amended.

X. MISCELLANEOUS

Except for any personal covenant, each covenant of this Deed, including any that benefits a third party, shall inure to the benefit of the Grantor and such third party; shall be binding upon the Grantee; shall be deemed to touch and concern the land; and shall run with the land.

XI. LIST OF EXHIBITS

The following exhibits are attached to and made a part of this Deed:

- Exhibit A – Legal Description of the Property
- Exhibit B – Map Depiction of the Property
- Exhibit C – Groundwater Remedial System Components
- Exhibit D – Coordinates of Groundwater Wells on the Property
- Exhibit E – Notice of Hazardous Substances Stored
- Exhibit F – Notice of Hazardous Substances Released

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, I have hereunto set my hand at the direction of the Secretary of the Air Force, this 30th day of April, 2013.

THE UNITED STATES OF AMERICA

By: Philip H. Mook, Jr.
 PHILIP H. MOOK, JR.
 Senior Representative
 BRAC Program Management Division
 Installations Center of Excellence
 Air Force Civil Engineer Center

ACKNOWLEDGMENT

STATE OF CALIFORNIA :

SS:

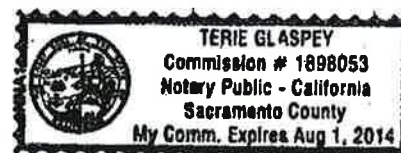
COUNTY OF SACRAMENTO :

On April 30, 2013 before me, Terie Glaspey, Notary Public,
 (date) (name of notary officer)
 personally appeared Philip H. Mook, Jr., who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

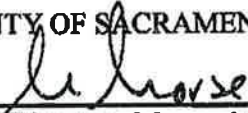
Terie Glaspey
 Signature of Notary



**CERTIFICATE OF
ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in the Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Sacramento County Code 2.61.020 and the Grantee consents to recordation thereof by its duly authorized officer.

COUNTY OF SACRAMENTO



Director of General Services5/2/13_____
Date

RED No. _____

LOG No. QC 030226

Former Mather AFB, CA

Page 10 of 10

Quitclaim Deed
(Parcel C-12 - 20.179 acres)

EXHIBIT A LEGAL DESCRIPTION

All that real property situate in the county of Sacramento, state of California, described as follows:

All of the 2.675 acre parcel land, the 5.005 acre parcel of land and a portion of the 16.390 acre parcel of land, as shown on the Record of Survey filed in the Office of the Recorder of the County of Sacramento, in book 54 of Surveys, at Page 33, together with the 5.977 acre parcel of land as shown on the Record of Survey filed in said Recorder's Office, in book 53 of Surveys, at Page 32, and including one-half of adjoining roads, more particularly described as follows:

Beginning at the centerline intersection of Peter M. McCuen Blvd. (formerly Lower Placerville Road) and Bleckley Street as shown on said Record of Survey filed in Book 53 of Surveys, Page 32; thence along the centerline of said Peter M. McCuen Blvd. (formerly Lower Placerville Road) South 59°11'15" West, 430.95 feet; thence leaving said centerline of Peter M. McCuen Blvd. (formerly Lower Placerville Road) road South 30°48'45" East, 36.00 feet to northwesterly corner of said 5.977 acre parcel of land; thence along the westerly line of said 5.977 acre parcel of land the following four (3) courses:

- 1) South 30°57'30" East 142.70 feet;
- 2) South 04°51'30" East 198.42 feet;
- 3) South 85°00'00" West 49.43 feet to a point on the easterly line of that certain parcel of land described in the Grant Deed recorded in Book 20080417 of Official Records, Page 614;

Thence along last said easterly line South 03°22'33" East 115.48 feet, to the most northerly northeast corner of that certain parcel of land described in the Grant Deed recorded in Book 20101101 of Official Records, Page 1400; thence along the easterly line of said parcel of land described in the Grant Deed recorded in Book 20101101 of Official Records, Page 1400 South 03°22'33" East, 263.62 feet to the center line of Schirra Avenue as shown on that certain Record of Survey file in Said Recorder's Office in Book 57 of Surveys, Page 20; thence along said centerline of Schirra Avenue North 85°26'14" East, 424.54 feet to the center line of Bleckley Street as shown on said Record of Survey filed in Book 54, Page 33; thence along said center line of Bleckley Street South 08°19'46" East, 7.13 feet to the center line of Schirra Street (formerly Marauder Street) as shown on said Record of Survey filed in Book 54, Page 33; thence along said center line of Schirra Street (formerly Marauder Street) North 85°26'14" East, 276.98 feet; thence leaving said centerline of Schirra Street (formerly Marauder Street) South 04°33'46" East, 36.00 feet to the northwesterly corner of said 2.675 acre parcel land; thence along the west and south lines of said 2.675 acre parcel of land the following two (2) courses:

- 1) South 04°30'15" East, 259.55 feet;
- 2) North 85°26'14" East, 448.92 feet to the southeasterly corner thereof;

thence North 85°29'45" East, 36.00 feet to the said centerline of Femoyer Street as shown on said Record of Survey filed in Book 54, Page 33; thence along said centerline of Femoyer Street South 04°30'15" East, 126.10 feet; thence leaving said center line of Femoyer Street North

Quitclaim Deed (Parcel C-12 - 20.179 acres)

85°29'45" East, 36.00 feet to the more northerly southwest corner of said 5.005 acre parcel of land; thence along the southerly, easterly and northerly lines of said 5.005 acre parcel of land the following seven (7) courses:

- 1) North 85°26'14" East, 154.04 feet;
- 2) South 04°33'46" East, 94.97 feet;
- 3) North 85°26'14" East, 337.94 feet;
- 4) North 04°33'46" West, 267.04 feet;
- 5) South 85°26'14" West, 112.39 feet;
- 6) North 04°33'46" West, 267.04 feet;
- 7) South 85°26'14" West, 379.14 feet to the northwesterly corner thereof;

thence South 85°29'45" West, 36.00 feet to said centerline of Femoyer Street; thence along said center line of Femoyer Street South 04°30'15" East, 17.43 feet to said center line of Schirra Avenue (formerly Marauder Street); thence along said center line of Schirra Street (formerly Marauder Street) South 85°26'14" West, 318.17 feet; thence leaving center line of Schirra Street (formerly Marauder Street) North 04°33'46" West, 402.03 feet; thence South 85°31'31" West, 470.28 feet to said center line of Bleckley Street; thence along said center line of Bleckley Street North 08°19'46" West, 534.05 feet to the point of beginning, containing 20.179 acres, more or less.

This description was prepared by me or under my direction pursuant to section 8761.1 of the Professional Land Surveyors Act.

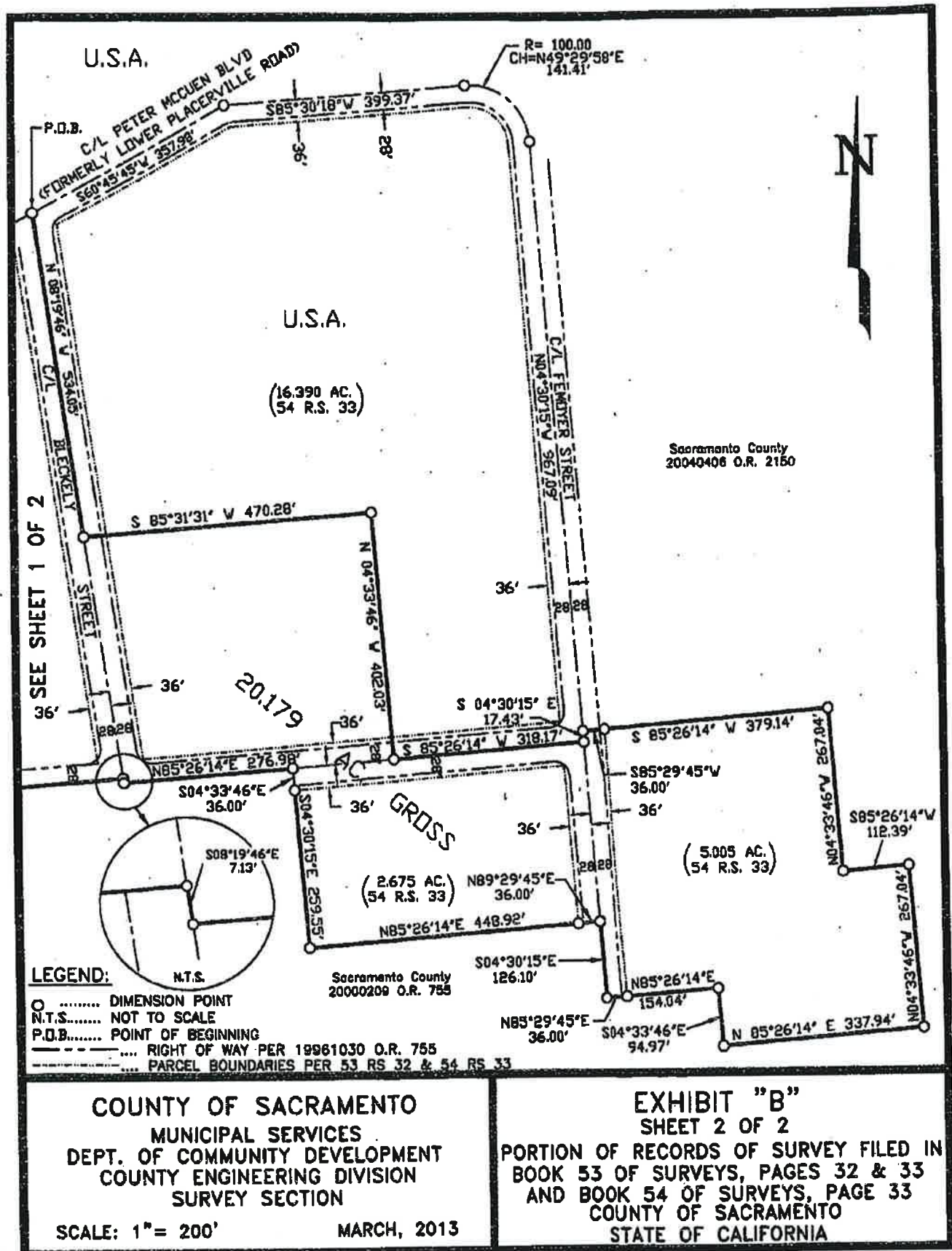
William M. Carmack
William M. Carmack, P.L.S. 5887



3/18/2013
Date

Quitclaim Deed (Parcel C-12 - 20.179 acres)





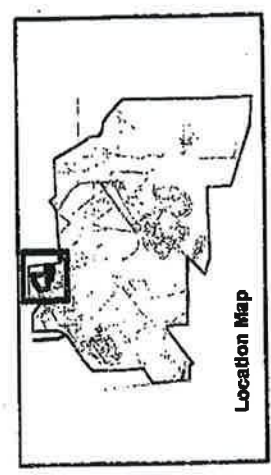
Quitclaim Deed (Parcel C-12 - 20.179 acres)

Former Mather AFB
Parcel C-12 Deed
Exhibit C

Groundwater Remedial System
Components

Legend

	Parcel M
	AF (Groundwater Well)
	Boeing (Groundwater Well)
	Roads
	Buildings
	Mather Boundary



Location Map

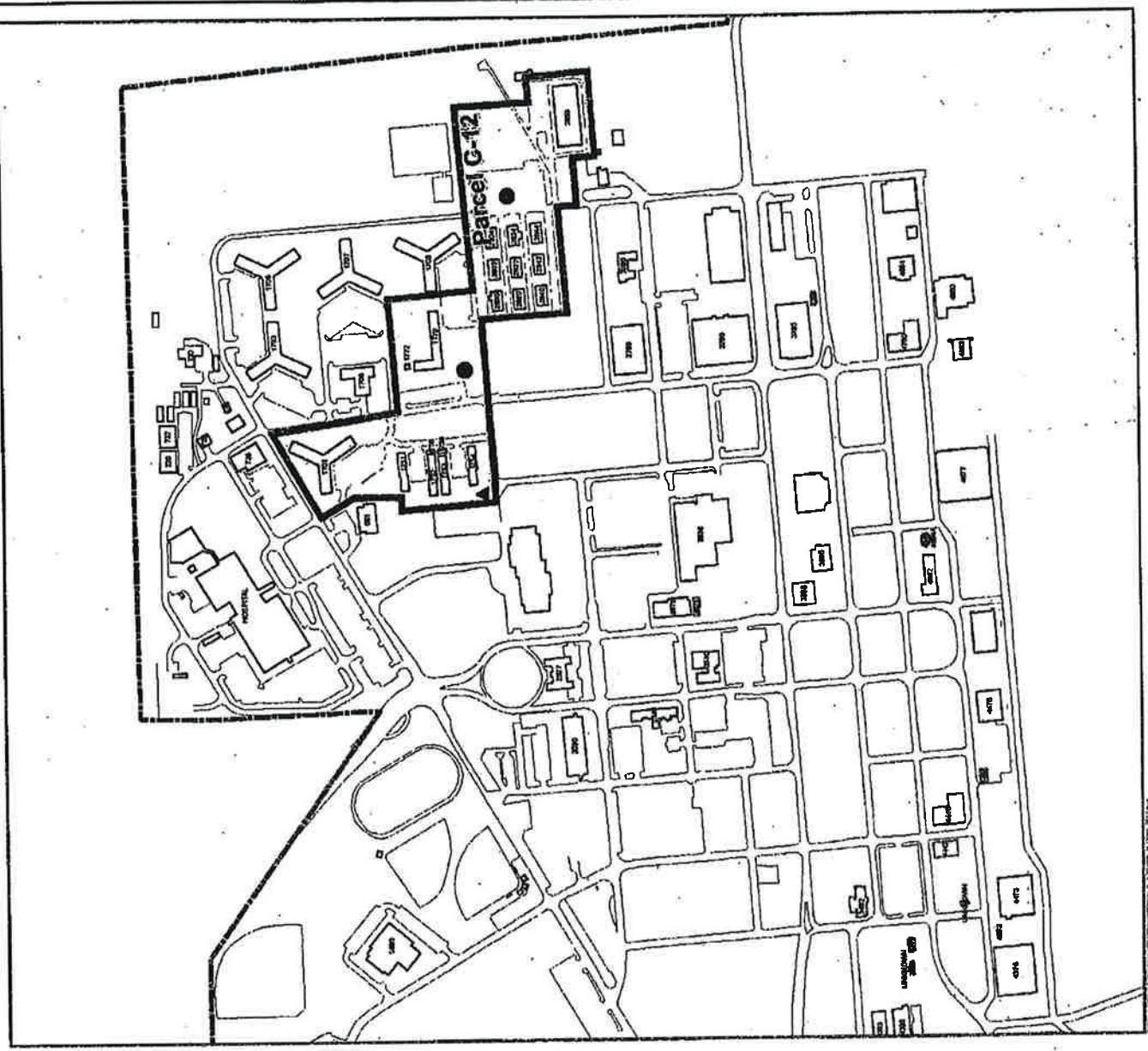


EXHIBIT E

NOTICE OF HAZARDOUS SUBSTANCES STORED

Notice is hereby provided that the following hazardous substances are known to have been stored on the Property and the date such storage took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Facility 2950

Substance Stored	Constituents	CAS Registry Number	Quantity Stored (Gg)	Dates Stored
Lacquer and Enamel Paints	Toluene, Xylene, Methyl Ethyl Ketone, Petroleum Distillates	varies	136 kg/month	1984

Former Mather AFB, CA

Quitclaim Deed
(Parcel C-12 - 20.179 acres)
Exhibit E

EXHIBIT F

NOTICE OF HAZARDOUS SUBSTANCES RELEASED

Notice is hereby provided that the following hazardous substances are known to have been released on the Property and the dates such release took place. The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or "Superfund") 42 U.S.C. section 9620(h).

Main Base /SAC Area Plume (adjacent)

Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/yr) (lbs/yr)	Date	Hazardous Waste ID Number	Response	Remarks
Perchloroethene	PCE	127-18-4	Unknown	Unknown	U210	None required. Levels on property below maximum contaminant levels (MCLs) since 2000. Pump-and-treat technology, treatment of extracted groundwater by air stripping, injection of treated groundwater, land use restrictions, and groundwater monitoring were implemented within the boundaries of the adjacent property (downgradient of the property) as per the selected remedies within the Groundwater Operable Unit Record of Decision dated 1996.	Monitoring wells installed on the southern portion of the property and adjacent to monitor transport of perchloroethene.

Former Mather AFB, CA

Page 1 of 2

Quitclaim Deed
(Parcel C-12 - 20.179 acres)
Exhibit F

Main Base /SAC Area Plume (adjacent)

Substance	Regulatory Synonym(s)	CAS Registry Number	Quantity (kg/yr) (lbs/yr)	Date	Hazardous Waste ID Number	Response	Remarks
Trichloroethene	Trichloro-ethylene Ethylene trichloride Chloro/len TCE 1,1,2-Trichloro-ethylene	79-01-6	Unknown	Unknown	UN1710	None required. Levels on property below maximum contaminant levels (MCLs) since 2000. Pump-and-treat technology, treatment of extracted groundwater by air stripping, injection of treated groundwater, land use restrictions, and groundwater monitoring were implemented within the boundaries of the adjacent property (downgradient of the property) as per the selected remedies within the Groundwater Operable Unit Record of Decision dated 1996.	Monitoring wells installed on the southern portion of the property and adjacent to monitor transport of trichloroethene.
Carbon tetrachloride	Methane, tetrachloro	56235	Unknown	Unknown	U211	None required. Levels on property below maximum contaminant levels (MCLs) since 2000. Pump-and-treat technology, treatment of extracted groundwater by air stripping, injection of treated groundwater, land use restrictions, and groundwater monitoring were implemented within the boundaries of the adjacent property (downgradient of the property) as per the selected remedies within the Groundwater Operable Unit Record of Decision dated 1996.	Monitoring wells installed on the southern portion of the property and adjacent to monitor transport of carbon tetrachloride.

Note. Remedial action is currently ongoing within the boundaries of the adjacent property. Through historical investigations and reports, no hazardous substance release or disposal were identified within the boundaries of the Property that contributed to the contaminated groundwater.

Former Mather AFB, CA

Page 2 of 2

Quitclaim Deed
(Parcel C-12 - 20.179 acres)
Exhibit F

EXHIBIT "F"

Bill of Sale

Bill of Sale/ 3611 Bleckely Street
Project No. _____

BILL OF SALE

This BILL OF SALE is executed as of the _____ day of _____, 2013, by the **County of Sacramento**, a political subdivision of the State of California ("**Seller**"), in favor of the **City of Rancho Cordova**, a California incorporated municipality ("**Purchaser**").

Recitals

- A. Seller and Purchaser have entered into a separate 99-year Lease Agreement ("the Lease Agreement") for an area of approximately 3.69 acres located at 3611 Bleckely Street, Mather, California 95655, being a APN 067-0010-099.
- B. Under the Lease Agreement, Purchaser will operate a veterans' affordable housing program on the leased premises.
- C. The leased premises includes an existing two-story, 24,093 square foot building known as "Building 1770" and more commonly identified as the Mather Infirmary; a small shed, and a small building containing mechanical equipment (collectively, the "Structures"); that Seller desires to convey as personal property, separate from the underlying land, to Purchaser. The Structures are more particularly identified in Attachment A to this Bill Of Sale.
- D. Purchaser desires to acquire the Structures from Seller as personal property, separate and apart from the underlying real property.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

Section 1. Recitals Incorporated By Reference

The above Recitals are hereby incorporated into this Bill of Sale as though fully set forth as terms of the sale.

Section 2. Grant

Seller grants, conveys and transfers to Purchaser all of Seller's rights to the Structures. It is understood by the Seller and Purchaser that the Structures are conveyed to City separate and apart from the land beneath them, such that Seller shall remain the owner of all real property constituting APN 067-0010-099. Purchaser has obtained access rights to the Structures by and through the Lease Agreement.

///

Bill of Sale/ 3611 Bleckely Street
Project No. _____

Section 3. No Warranties

Seller makes no warranties or representations concerning the condition or suitability of the Structures. Purchaser accepts the Structures "as is" and shall accept all risk and liability associated with ownership of the Structures.

Section 4. Governing Law

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Seller and Purchaser. This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale as of the date first written above.

By: County Of Sacramento

By: _____


TROY EVANS

6-25-13

Date

Under delegated authority by

Resolution No. 2013-0391

Dated: 6-18-13

Approved As To Form



County Counsel

6-24-13

Date

Bill of Sale/ 3611 Bleckely Street
Project No. _____

STATE OF California _____)

COUNTY OF Sacramento _____)

On June 25th, 2013, before me, Mark E. Daily, a
notary public, personally appeared Troy Givans

proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.



Witness my hand and official seal.

Signature: _____

M. E. Daily

(Seal)

2062729.2

EXHIBIT B**EXHIBIT B****FORM OF ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (“**Assignment**”), is made as of the ____ day of _____, 2013 (“**Effective Date**”) by and between the City of Rancho Cordova, a California municipal corporation (“**Assignor**”), and Mercy Housing California, a 501c3 not for profit corporation (“**Assignee**”).

RECITALS

WHEREAS, Assignor desires to assign to Assignee its interest in a portion of that certain Lease Agreement by and between Assignor and the County of Sacramento, a political subdivision of the State of California, dated as of June 24, , 2013 (“**County Lease**”), with respect to the Phase I Property; and

WHEREAS, by Disposition and Development Agreement (“**DDA**”) dated as of _____, 2013, by and between Assignor and Assignee, Assignor agreed to transfer to Assignee, Assignor’s leasehold interest in that certain real property located in the City of Rancho Cordova, constituting a portion of the County Lease as more precisely described as Assessor’s Parcel Number 067-0010-106 (“**Phase I Property**”), as more particularly described in the DDA; and

WHEREAS, Assignee desires to assume the obligations of Assignor under the County Lease with respect to the Phase I Property, arising from and after the Effective Date of this Assignment.

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

1. Assignment. Assignor hereby assigns, sets over and transfers to Assignee all of its right, title and interest in, to and under the County Lease, attached to the DDA as Exhibit A and incorporated herein by this reference, with respect to the Phase I Property.
2. Term. The term of the lease shall be for a term not to exceed Eighty (80) years from the date of the issuance of the final certificate of occupancy for the project or in the case that that Developer has failed to obtain each entitlement, permit or approval required for the installation of improvements for Phase One, the term of this agreement shall end June 25, 2016
3. Assumption of Lease Obligations. Assignee hereby assumes and agrees to perform all obligations of the “CITY” or “LESSEE” under the County Lease, with respect to the Phase I Property, arising as of the date hereof.
4. Miscellaneous. This Assignment and the obligations of the parties hereunder shall survive the closing of the transaction referred to in the DDA and shall not be merged therein;

shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns; shall be governed by and construed in accordance with the laws of the State of California; and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

5 Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

6 Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove.

ASSIGNOR

THE CITY OF RANCHO CORDOVA,
a California municipal corporation

By: _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

ASSIGNEE

MERCY HOUSING CALIFORNIA, a 501c3 not for profit corporation

By: _____

Exhibit A
Legal Description
Parcel 1
APN: 067-0010-106

Being a portion of that certain Parcel of Land containing 3.69 Acres located in the City of Rancho Cordova Assessors Parcel No. 067-0010-099-0000 on file at the Assessors Office, County of Sacramento, State of California. Said 3.69 acres being a portion of that certain parcel containing 16.39 acres shown on the Record of Survey in Book 54 of Surveys at Page 33 on file in the Office of the Recorder, County of Sacramento, State of California.

Beginning at the southwest corner of aforesaid 3.69 acre parcel said point of beginning also bears North 38°33'14" East 38.36 feet from the centerline intersection of Bleckely Street and Marauder Street (now called Schirra Avenue) as shown on aforesaid Record of Survey. Said Point of Beginning being 28.00 feet easterly from the centerline of Bleckely Street and 28.00 feet northerly from the centerline of Marauder Street (now called Schirra Avenue).

Thence from said Point of Beginning the following six (6) courses.

- 1.) North 08°19'46" West 257.81 feet parallel with and 28.00 feet from the centerline of Bleckely Street
- 2.) North 81°41'09" East 108.59 feet
- 3.) South 04°36'49" East 120.11 feet
- 4.) North 85°28'46" East 155.92 feet
- 5.) South 04°40'49" East 144.14 feet to a point being 28.00 feet northerly of the centerline of Schirra Street.
- 6.) South 85°26'14" West 247.75 feet parallel with and 28.00 feet from the centerline of Schirra Street to the point of beginning.

Containing 48,608.00 Square feet or 1.11 acres

The basis of bearings for this description is identical to that certain Record of Survey filed in Book 54 at page 33 official records on file in the Office of the Recorder, County of Sacramento, State of California.

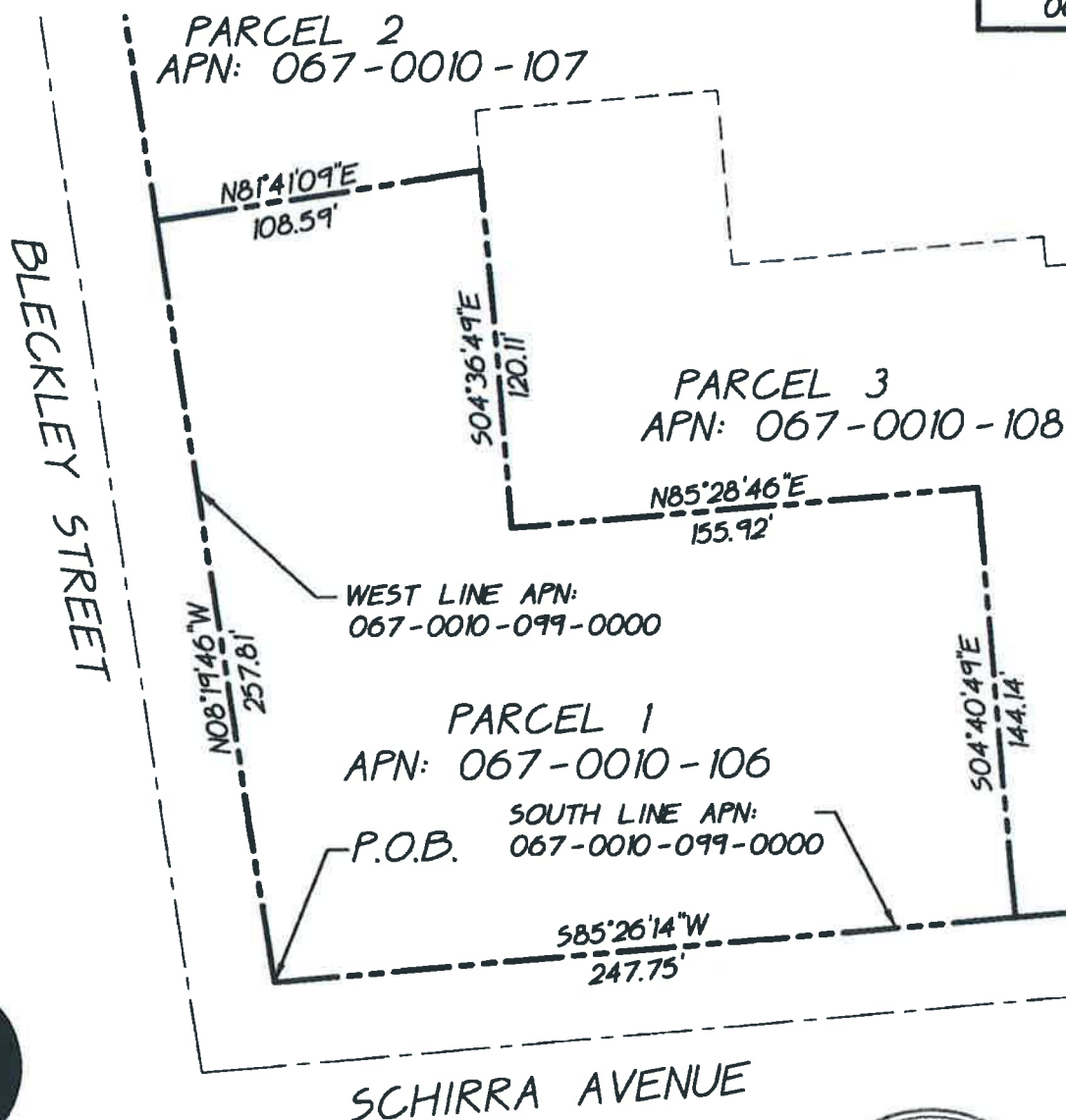
End of Description

Prepared By: Warren Land Surveying, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762



07/17/13

JOB NO.
12-081
DATE
06/05/13



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO RECORD OF SURVEY BOOK 54 PAGE 33.



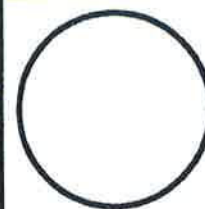
EXHIBIT "B" - PARCEL 1



WARREN LAND SURVEYING, INC.

1117 Windfield Way, Suite 110
El Dorado Hills, CA. 95762
916-985-1870

MATHER VETERANS VILLAGE
A PORTION OF
APN: 067-0010-099



SCALE
1"=60'

RANCHO CORDOVA,

SACRAMENTO COUNTY,

CALIFORNIA

AGENDA ITEM 5.1

Exhibit A
Legal Description
Parcel 4 Air Rights Parcel
Being a portion of Parcel 3

Being located within Parcel 3, Assessor Parcel No. 067-0010-108 of that certain 3.69 Acres located in the City of Rancho Cordova, Assessors Parcel No. of said 3.69 acres 067-0010-099-000 on file at the Assessors Office, County of Sacramento, State of California. Said 3.69 acres being a portion of that certain parcel containing 16.39 acres shown on the Record of Survey in Book 54 of Surveys at Page 33 on file in the Office of the Recorder, County of Sacramento, State of California.

Beginning at point which bears the following four (4) courses from the centerline intersection of Bleckely Street and Madauder Steet (now called Schirra Avenue as shown on aforesaid Record of Survey:

- 1.) North 38°33'14" East 38.36 feet to the southwest corner of aforesaid 3.69 acres, said point being on the easterly right of way of Bleckely Street;
- 2.) Along the easterly right of way of Bleckely Street North 08°19'46" West 357.81 feet;
- 3.) Leaving said eaetrly right of way North 81°41'09" East 108.59 feet;
- 4.) North 04°36'49" West 7.18 feet to the True Point of Beginning.

Thence from said Point of Beginning the following nine (9) courses:

- 5.) North 85°32'59" East 57.16;
- 6.) South 04°27'01" East 81.54 feet to the north face of exist building;
- 7.) Along the north face of exist building South 85°32'59" West 1.33 feet to the center of existing interior building wall;
- 8.) Along the center of existing interior building wall South 04°27'01" East 5.33 feet to the centerline intersection of existing interior building walls;
- 9.) Along the center of existing interior building wall South 85°32'59" West 13.50 feet to the centerline intersection of existing interior building walls;
- 10.) Along the center of existing interior building wall South 04°27'01" East 6.50 feet to the centerline intersection of existing interior building walls;
- 11.) Along the center of existing building wall South 85°32'59" West 20.17 feet to the exterior wall of existing building;
- 12.) Continuing South 85°32'59" West 21.90 feet to a point on the easterly property line of aforesaid Parcel 3;
- 13.) Along said easterly line of aforesaid Parcel 3 North 04°36'49" West 93.38 feet to the point of beginning;

Air space within the existing building is limited to the first floor from finish floor of the ground floor to bottom of ceiling joist of ground floor being same as the bottom of the second story floor joist.

Containing 5,221.00 Square feet or 0.11 acres

The basis of bearings for this description is identical to that certain Record of Survey, filed in Book 54, Page 33, on file in the Office of the Recorder, County of Sacramento, State of California.

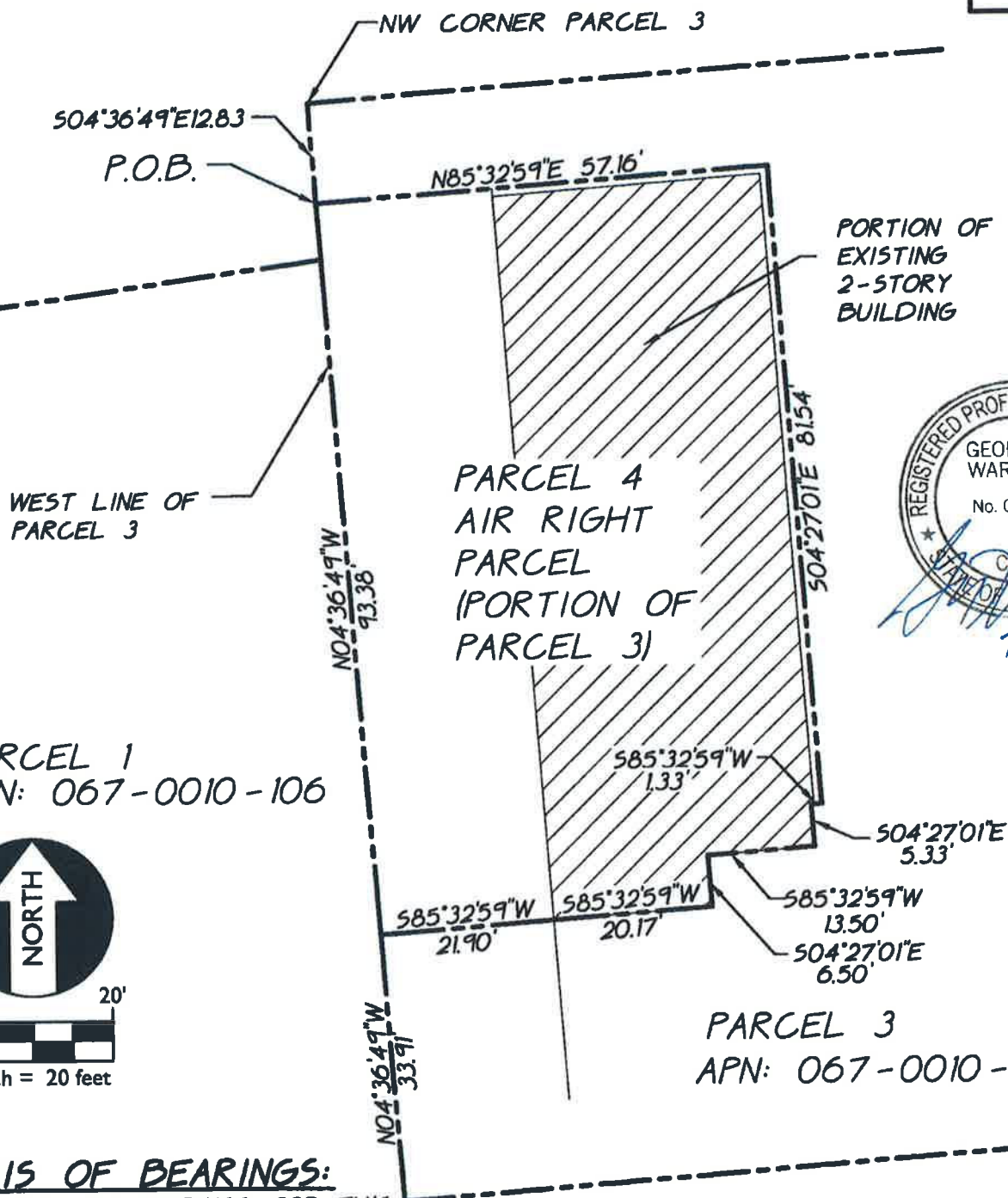
End of Description

Prepared By: Warren Land Surveying, Inc.
1117 Windfield Way, Ste. 110
El Dorado Hills, CA 95762

07/17/13



JOB NO.
12-081
DATE
06/05/13



PARCEL 1
APN: 067-0010-106



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO RECORD OF SURVEY BOOK 54 PAGE 33.

EXHIBIT "B" - PARCEL 4

MATHER VETERANS VILLAGE
A PORTION OF
APN: 067-0010-099

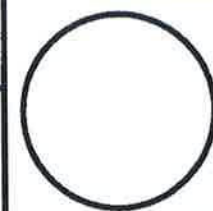
WARREN LAND SURVEYING, INC.

1117 Windfield Way, Suite 110
El Dorado Hills, CA. 95762
916-985-1870

RANCHO CORDOVA

SACRAMENTO COUNTY,

CALIFORNIA



SCALE
1" = 20'

AGENDA ITEM 5.1

Exhibit D

Bill of Sale (Old Infirmary Building)

Bill of Sale/ 3611 Bleckely Street
Project No. _____

BILL OF SALE

This BILL OF SALE is executed as of the 25th day of June, 2013, by the **County of Sacramento**, a political subdivision of the State of California ("**Seller**"), in favor of the **City of Rancho Cordova**, a California incorporated municipality ("**Purchaser**").

Recitals

- A. Seller and Purchaser have entered into a separate 99-year Lease Agreement ("the Lease Agreement") for an area of approximately 3.69 acres located at 3611 Bleckely Street, Mather, California 95655, being a APN 067-0010-099.
- B. Under the Lease Agreement, Purchaser will operate a veterans' affordable housing program on the leased premises.
- C. The leased premises includes an existing two-story, 24,093 square foot building known as "Building 1770" and more commonly identified as the Mather Infirmary; a small shed, and a small building containing mechanical equipment (collectively, the "Structures"); that Seller desires to convey as personal property, separate from the underlying land, to Purchaser. The Structures are more particularly identified in Attachment A to this Bill Of Sale.
- D. Purchaser desires to acquire the Structures from Seller as personal property, separate and apart from the underlying real property.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller agrees as follows:

Section 1. Recitals Incorporated By Reference

The above Recitals are hereby incorporated into this Bill of Sale as though fully set forth as terms of the sale.

Section 2. Grant

Seller grants, conveys and transfers to Purchaser all of Seller's rights to the Structures. It is understood by the Seller and Purchaser that the Structures are conveyed to City separate and apart from the land beneath them, such that Seller shall remain the owner of all real property constituting APN 067-0010-099. Purchaser has obtained access rights to the Structures by and through the Lease Agreement.

///

Bill of Sale/ 3611 Bleckely Street
Project No. _____

Section 3. No Warranties

Seller makes no warranties or representations concerning the condition or suitability of the Structures. Purchaser accepts the Structures "as is" and shall accept all risk and liability associated with ownership of the Structures.

Section 4. Governing Law

This Bill of Sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of Seller and Purchaser. This Bill of Sale shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale as of the date first written above.

By: **County Of Sacramento**

By: _____


TROY EVANS

6-25-13

Date

Under delegated authority by

Resolution No. _____

2013-0391

Dated: _____

6-18-13

Approved As To Form



County Counsel

6-24-13

Date

Bill of Sale/ 3611 Bleckely Street

Project No. _____

STATE OF California)COUNTY OF Sacramento)On June 25th, 2013, before me, Mark E. Daily, a
notary public, personally appeared Troy Givans

proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.



Witness my hand and official seal.

Signature: M. E. Daily (Seal)

2062729.2

Exhibit E

Space Lease
(Parcel 4 in Old Infirmary Building)

**THE FORM OF THE SPACE LEASE WILL BE HANDED OUT AT THE
COUNCIL MEETING**

EXHIBIT F

EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE §§6103, 27383

Recording requesting by:
and when recorded mail to:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95760
Attention: City Clerk

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

AFFORDABLE HOUSING REGULATORY AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

by and between
THE CITY OF RANCHO CORDOVA,

&

MERCY HOUSING CALIFORNIA, A 501(C)(3) NOT FOR PROFIT CORPORATION

THIS AFFORDABLE HOUSING REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("Agreement") is made this day of _____, 2013 ("Effective Date"), by and between Mercy Housing, a 501(c)(3) Not For Profit Corporation (the "**Developer**"), and the City of Rancho Cordova, a California municipal corporation (the "**City**"). The Developer and the City are referred to herein collectively as the "**Parties**."

RECITALS

A. Pursuant to that certain Disposition and Development Agreement dated as of _____, 2013, between the Parties (the "**DDA**"), which is incorporated by this reference as if fully set forth herein, City has assigned that certain leasehold interest in Parcel 1 and has leased Parcel 4 ("air-rights parcel"), as more particularly described in Exhibit A attached hereto and incorporated by reference (collectively, the "**Property**") for development by Developer, consisting of the construction of a multi-family affordable residential rental project for disabled and homeless veterans (the

EXHIBIT F

"**Project**") on the Property, and has further agreed to provide a no interest permanent loan to Developer in the total principal amount not to exceed Two Million Dollars (\$2,000,000) (the "**Permanent Loan**"). The Project consists of fifty (50) units, each of which shall be restricted for occupancy by eligible households with incomes at or below fifty percent (50%) of the Area Median Income ("**AMI**") for a period of fifty-five (55) years from issuance of a final certificate of occupancy for the Project.

B As a condition of the assignment and/or lease of the Property and the provision of the Permanent Loan, Developer agrees to place specified restrictions upon the use and transfer of the Property in order to ensure continued Project affordability..

C. The Parties intend that the covenants set forth in this Agreement shall run with the land and be binding upon Developer and Developer's successors and assigns as further provided herein.

D. Capitalized terms not defined herein, if any, shall have the meaning ascribed to them in the DDA.

NOW THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties covenant and agree as follows:

1. Definitions

"**Actual Household Size**" means the actual number of persons in the applicable household.

"**Adjusted for Family Size Appropriate for the Unit**" shall be determined consistent with Section 50052.5(h) of the California Health and Safety Code and applicable federal rules, if any.

"**Affordable Rent**" means thirty percent (30%) of fifty percent (50%) of Area Median Income, or of thirty percent (30%) of Area Median Income, as applicable to the particular Unit, Adjusted for Family Size Appropriate for the Unit.

"**Area Median Income**" or "**AMI**" means the median income for Sacramento County, adjusted for Actual Household Size, as published from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937.

"**Eligible Household**" means a household for which household income upon initial occupancy does not exceed the maximum income level for a Restricted Unit, and in which at least one (1) member is a disabled and/or homeless veteran. .

EXHIBIT F

“Extremely Low-Income Household” means a household whose gross income does not exceed thirty percent (30%) of the Area Median Income, Adjusted for Actual Household Size.

"Rent" means all charges, other than deposits, paid by a tenant for the use and occupancy of a Restricted Unit and any mandatory charge for direct or supportive tenant services in a rental housing development, including a utility allowance in an amount determined by the local Housing Authority with jurisdiction over the Project.

"Restricted Unit" means one of the fifty (50) dwelling units in the Project that are reserved for occupancy by a Very Low-Income Household or Extremely Low-Income Household, as applicable..

"Term of this Agreement" means the period through the fifty-fifth (55th) anniversary of the issuance of the final certificate of occupancy for the Project.

"Very Low-Income Household" means a household whose gross income does not exceed fifty percent (50%) of the Area Median Income, adjusted for Actual Household Size.

2. Affordability Restrictions and Unit Schedule

Upon issuance of a final certificate of occupancy and for the entire Period of Affordability (as defined in Section 8, below), the Project shall be rented to, at a Rent no greater than Affordable Rent, and occupied by (or if vacant, available for occupancy by) Very Low-Income Households or Extremely Low-Income Households, according to the following schedule of Restricted Units:

	1 bedroom	2 bedroom	bedroom	4 bedroom
At or Below 50% AMI	44	6	0	0

3. Tenant Selection Standards

During the Period of Affordability the Developer shall select tenants in conformance with the requirements of California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 19, Section 8305. Additionally, all occupancy requirements shall be consistent with TCAC requirements and any inconsistencies between funding sources shall be resolved by deferring to the most restrictive requirement.

EXHIBIT F

- a. Developer shall rent vacant Restricted Units only to Eligible Households in accordance with a Management Plan approved by City. Such Management Plan may be periodically altered and such alteration must be submitted to and approved by City prior to use. The Management Plan shall include:
 - (1) Reasonable criteria for selection or rejection of tenant applications which shall not discriminate in violation of any federal, state or local law governing discrimination, or any other arbitrary factor;
 - (2) Prohibition of local residency preferences, except where accompanied by an equal preference for employment in the local area and applied to areas not smaller than municipal jurisdictions or recognized communities within unincorporated areas;
 - (3) Tenant selection procedures that include the following components, and that are available to prospective tenants upon request:
 - (A) Selection of tenants based on order of application, lottery or other reasonable method approved by City;
 - (B) Prompt written notification to tenant applicants of eligibility for residency and, based on turnover history for Restricted Units, the approximate date when a Restricted Unit may be available;
 - (C) Prompt written notification of tenant applicants who are found ineligible to occupy a Restricted Unit of their ineligibility and the reason for the ineligibility, and of their right to appeal this determination;
 - (D) Maintenance of a waiting list of applicant households eligible to occupy Restricted Units designated for various tenant income levels, which shall be made available at no charge to prospective tenants upon request;
 - (E) Targeting specific special needs populations in accordance with this Agreement and applicable laws; and
 - (F) Affirmative fair housing marketing procedures as specified in the Affirmative Fair Housing Marketing Plan Compliance Regulations of HUD, 24 CFR Part 200.620(a)-(c), or similar affirmative fair marketing housing plan as approved by City.
4. Certification of Tenant Income, Household Size and Age Qualifier
- a. The income and household size of all households occupying Restricted Units, and evidence that the head of household is a homeless and/ or

EXHIBIT F

disabled veteran, shall be certified by Developer prior to occupancy and recertified annually thereafter in a manner approved by City and specified in the Project's Management Plan. All occupancy requirements shall be consistent with TCAC requirements and any inconsistencies between funding sources shall defer to the most restrictive requirement.

- b. If the income of a tenant upon recertification exceeds the upper limit for households at or below fifty percent (50%) of AMI, the tenant must pay as rent the lesser of the amount payable by the tenant under state or local law or thirty percent (30%) of the household's adjusted monthly income for rent and utilities; except that the rent may not exceed the market rent for comparable, unassisted units in the neighborhood; provided however, that pursuant to 24 CFR § 92.252(i)(2), Restricted Units subject to a California Tax Credit Allocation Committee ("**CTCAC**") Regulatory Agreement shall be governed by such agreement with respect to tenants who upon recertification no longer qualify as Very Low-Income Households.
- c. If at the time of recertification a tenant's household size has changed and no longer meets the occupancy standards pursuant to Section 3b, Developer may require the tenant to move to the next available appropriately sized unit.

5. Marketing Plan

- a. Not later than thirty (30) days prior to the anticipated date of issuance of a certificate of occupancy for the Project, Developer shall prepare a Marketing or outreach Plan for City's review and approval, and shall implement such plan as approved by the City. The Marketing/outreach Plan shall specify how Developer intends to market the Project to prospective tenants in the Project's market area in accordance with fair housing laws and this Agreement. The Marketing Plan shall specifically address how Developer intends to market the Project to disabled and/or homeless veterans in the Project's market area and the frequency of marketing efforts. City agrees that Developer may utilize the HUD 935.2 Affirmative Fair Housing Marketing Plan for these purposes.
- b. Developer agrees to evaluate the effectiveness of the Marketing Plan in reaching underserved populations on an annual basis and to revise it as necessary to better reach underserved populations that are not being reached. Any revised Marketing Plan shall be submitted to City for approval prior to implementation.

EXHIBIT F**6. Unit Standards**

For the full Permanent Loan term, the number, size, type, and amenity level of Restricted Units shall not be fewer than the number nor different from the size, type and amenity level described in Section 2 and Recital A, above.

7. Rental Agreement and Grievance Procedures

The rental agreement and grievance procedures shall be in accordance with California Code of Regulations, Title 25, Division 1, Chapter 7, Subchapter 19, Section 8307.

- a. Term Rental or occupancy agreements may be for a term of one (1) year but tenants must also be offered the option of a six (6) month term.
- b. City Approval All rental or occupancy agreements are subject to City approval; and shall include the following:
 - 1. Provisions requiring good cause for termination of tenancy;
 - 2. A provision requiring that the facts constituting the grounds for any eviction be set forth in the notice provided to the tenant pursuant to state law;
 - 3. A notice of grievance procedures for hearing complaints of tenants and appeal of management action; and
 - 4. A requirement that the tenant annually recertify household income and size.
- c. Termination of Tenancy Developer shall not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause.
- d. Written Notice To terminate or refuse to renew tenancy, Developer must serve written notice upon the tenant in compliance with State law, specifying the grounds for the action, and served at least thirty (30) days prior to the termination of the tenancy.
- e. "Good Cause" One or more of the following, without limitation, may constitute "good cause":
 - 1. Failure by the tenant to maintain applicable eligibility requirements as imposed by City or other state or federal funding sources or tax credits;

EXHIBIT F

2. Material noncompliance by the tenant with the lease, including one or more substantial violations of the lease or habitual minor violations of the lease which:
 - A. Adversely affect the health and safety of any person or the right of any tenant to the quiet enjoyment of the leased premises and related Project facilities;
 - B. Substantially interfere with the management, maintenance, or operation of the Project; or
 - C. Result from the failure or refusal to pay, in a timely fashion, Rent or other permitted charges when due. Failure or refusal to pay in a timely fashion is a minor violation if payment is made during the three- (3-) day notice period;
 3. Material failure by the tenant to carry out obligations under federal, State, or local law;
 4. Subletting by the tenant of all or any portion of any Project Unit;
 5. Any other action or conduct of the tenant constituting significant problems which can be reasonably resolved only by eviction of the tenant, provided Developer has previously notified the tenant that the conduct or action in question would be considered cause for eviction. Examples of action or conduct in this category include the refusal of a tenant, after written notice, to accept reasonable rules or any reasonable changes in the lease or the refusal to recertify income or household size.
 6. Notwithstanding the foregoing, if any part of this Section 7(e) is determined to not be "good cause" pursuant to Section 42 of the Internal Revenue Code of 1986, Section 42 of the Internal Revenue Code of 1986 shall control
- f. Prohibited Lease Provisions The lease may not contain any of the following provisions:
1. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of Developer or Developer's agent in a lawsuit brought in connection with the lease;

EXHIBIT F

2. Agreement by the tenant that Developer or Developer Agent may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, shall not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. Developer may dispose of this personal property in accordance with State law;
 3. Agreement by the tenant not to hold Developer or Developer's agent(s) legally responsible for any action or failure to act, whether intentional or negligent;
 4. Agreement of the tenant that Developer or Developer's agent may institute a lawsuit without notice to the tenant;
 5. Agreement by the tenant that Developer or Developer's agent may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 6. Agreement by the tenant to waive any right to a trial by jury;
 7. Agreement by the tenant to waive tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 8. Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the Developer or Developer's agent against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- g. Rules of Conduct Developer and Developer's Agent shall establish reasonable rules of conduct and occupancy. Such rules shall be consistent with state law and regulations. Said rules shall be in writing and shall be given to each tenant upon occupancy. Any changes shall become effective no fewer than thirty (30) days after giving written notice thereof to each tenant household.
- h. Appeal & Grievance Procedures Developer and Developer's Agent shall adopt an appeal and grievance procedure to resolve grievances filed by tenants and appeals of actions taken by Developer or Developer's Agent with respect to tenants' occupancy in the Project, and prospective tenants' applications for occupancy. Developer shall provide City with a copy of procedures and documentation used to guide the grievance and appeal

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process. Developer's appeal and grievance procedures shall be subject to City's approval and, at a minimum, shall include the following:

1. A requirement for delivery to each tenant and applicant of a written copy of the appeal and grievance procedure;
2. Procedures for informal dispute resolution;
3. A right to a hearing before an impartial body, which shall consist of one or more persons with the power to render a final decision on the appeal or grievance; and
4. Procedures for the conduct of an appeal or grievance hearing and the appointment of an impartial hearing body.

8. Period of Affordability

Developer acknowledges that the Permanent Loan is being made to Developer under the terms and conditions of the DDA to ensure affordable housing for Project tenants. To preserve affordability of the Restricted Units, Developer covenants that the Restricted Units shall remain affordable for a period of fifty-five (55) years (hereinafter referred to as the “**Period of Affordability**”) from the date of “Project Completion” as specified at 24 CFR 92.2. It is intended by the parties to this Agreement, that this covenant shall run with the land in accordance with the provisions of 24 CFR 92.252, with the benefit of this covenant running to the City, in order to preserve the public interest in maintaining the affordability of the Restricted Units. The Period of Affordability will remain without regard to the term of any mortgage or the transfer of the Property, other than by foreclosure or deed in lieu of foreclosure.

9. Restrictions on Transfer or Conversion

- a. Upon any transfer, including transfer by gift, devise, descent, foreclosure, assignment, deed in lieu of foreclosure, condemnation, or voluntary or involuntary bankruptcy, of the Property without the prior written approval of City, all principal, interest and costs then owing upon the Permanent Loan will become immediately due and payable to City.
- b. City may approve a transfer or conveyance of Developer's interest in the Property provided that all of the following conditions are met: (i) the existing Developer is in compliance with this Agreement or the sale, transfer or conveyance will result in the cure of any existing violations of this Agreement; (ii) the successor-in-interest to Developer agrees to assume all obligations of the existing Developer pursuant to this Agreement; (iii) the successor-in-interest demonstrates to City's satisfaction that it can operate the Project in full compliance with all City

EXHIBIT F

requirements; and (iv) City determines, in the sole exercise of its reasonable discretion, that no terms of the transfer or conveyance threaten City's security or the successor's ability to comply with all requirements of this Agreement.

- c. Developer shall not convert the Project to condominium or cooperative ownership or sell condominium or cooperative rights to the Project or any part thereof during the Period of Affordability.
- d. Nothing contained in this Section 9 shall prohibit the transfer of the Property or Developer's interest therein that is permitted under Article VIII of the DDA..

10. Restrictions on Encumbrances.

Developer covenants that Developer has not, and shall not enter into or execute any other agreement with provisions contrary to the provisions of this Agreement, or contrary to the intent of maintaining the affordability of the Property for the full Period of Affordability described in Section 8, above; provided, however, that Developer may, without the written consent of City, enter into a Regulatory Agreement with CTCAC with regard to tax credits. In all cases, the provisions of 24 CFR 92.252(e) shall continue to apply to the Project. Developer further covenants that it has not, and shall not, otherwise encumber the Property, including without limitation by way of mortgage or deed of trust, or by judgment, mechanic's, tax or other lien without City's prior written consent.

11. Reserve Accounts

In compliance with the Tax Credit Program, capitalized reserve accounts totaling _____, including a Permanent Operating Reserve Account in the amount of not less than _____, and a Replacement Reserve Account in the amount of _____, shall be established, funded and maintained by Developer. Reserves for replacement shall be in accordance with the requirements of the Tax Credit Program and as required by any senior lender. In Years 1 through 5, the annual deposit to the Replacement Reserve Account shall be in the amount of Four Hundred Dollars (\$400) per unit per year. The annual deposit amount for Years 6 through 55 shall be based on a third-party physical needs assessment to be prepared at the Developer's expense every five (5) years from the Effective Date, assessing the replacement needs of the Project.

12. Non-Discrimination; Compliance with Fair Housing Laws

a. Fair Housing. Developer shall comply with State and Federal fair housing laws in the marketing and rental of the units in the Project.

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b. Non-Discrimination. Developer shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Developer covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall Developer or any person claiming under or through Developer establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in, of, or for the Property or part thereof. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Developer, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(1) In Deeds, the following language shall appear:

“Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.”

Notwithstanding the above paragraph, with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and

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Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(2) In Leases, the following language shall appear:

“The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.”

Notwithstanding the above paragraph, with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(3) In Contracts

“There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

Additional language may be required by City staff.

13. Default and Remedies

a. Events of Default The occurrence of any one or more of the following events shall constitute an event of default ("**Event of Default**") hereunder:

(1) The occurrence of a transfer, sale or conversion in violation of Section 9 hereof or an encumbrance in violation of Section 10 hereof;

(2) If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), Developer thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Developer or any general partner thereof in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Developer or any general partner thereof; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due;

(3) A court of competent jurisdiction shall have made or entered any decree or order (1) adjudging the Developer to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Developer or seeking any arrangement for Developer under bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of Developer in bankruptcy or insolvency or for any of its properties, or (4) directing the winding up or liquidation of the Developer;

(4) Developer shall have assigned its assets for the benefit of its creditors (other than pursuant to a mortgage loan) or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within sixty (60) days after such event (unless a lesser time period is permitted for cure under any other mortgage on the property or the improvements thereon, in which event such lesser time period shall apply under this subsection as well) or prior to any sooner sale pursuant to such sequestration, attachment, or execution;

(5) Developer shall have voluntarily suspended its business or Developer shall have been dissolved or terminated; or

(6) Any material breach by Developer or any of its successors of any representation, warranty or covenant hereunder, which is not cured within thirty (30) days after notice thereof given by the City, or, if a cure is not possible within thirty (30) days, where cure is not commenced within thirty (30) days and thereafter diligently prosecuted to completion.

EXHIBIT F

b. Remedies If an Event of Default occurs under the DDA, this Agreement or documents for the Permanent Loan, City may give written notice to the Developer by certified mail or any express delivery service with a delivery receipt requested. If the breach or violation is not cured to the satisfaction of the Party so notifying Developer within the time period specified in the notice, which shall not be fewer than thirty (30) days, the notifying Party may declare a default and may seek legal remedies including the following:

(1) Collect all rents and income in connection with the operation of the Project and use the same and the reserve funds for the operation and maintenance of the Project.

(2) Take possession of the Project and bring any action necessary to enforce any rights of the Developer arising from the operation of the Project, and operate the Project in accordance with the terms of this Agreement until such time as the City , in its sole discretion, shall determine that the Developer is again in a position to operate the Project in accordance with the terms of this Agreement.

(3) Apply to the applicable state or federal court for an order of specific performance of this Agreement, or for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief as may be appropriate. It is agreed by the Developer that the injury to the City arising from a default under any of the terms of this Agreement would be irreparable, and that the amount of compensation which would provide adequate relief to the City , would be impossible to ascertain.

(4) Accelerate all amounts, including outstanding principal and interest, due under the Permanent Loan, and demand immediate repayment thereof. Upon a failure to repay such accelerated amount in full, the City may proceed with a foreclosure in accordance with the provisions of Permanent Loan Leasehold Deed of Trust and State law regarding foreclosures.

(5) The City may seek such other remedies as may be available under law or equity.

(6) In the event that the breach or violation involves the rents to tenants or other charges in excess of those permitted under this Agreement, the City may demand, and seek as an additional remedy, the return of such excess rents or other charges to the affected households.

c. Remedies Cumulative The remedies of the City hereunder are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the City of any one or more of its other remedies.

EXHIBIT F

d. Rights of Limited Partners. Developer's limited partners shall have the right to cure any default of Developer hereunder upon the same terms and conditions afforded to Developer. Whenever City delivers any notice of default hereunder, City shall concurrently deliver a copy of such notice to Developer's limited partner(s) at the following address (or such alternate address designated by such limited partner(s) from time to time in a written notice to City):

14. Recordkeeping and Reports

Developer or the management agent designated by Developer, as approved by City, will be responsible for recordkeeping and reports, including those required to comply with Fair Housing and Equal Opportunity requirements, as may be required by City. The management agent will establish and maintain a comprehensive system of records, books, and accounts in a manner conforming to the directives of Developer in order to assist City in meeting Federal and State recordkeeping and reporting requirements, as applicable. All records, books, and accounts will be subject to examination at reasonable hours by any authorized representative of City. All such records and books shall be kept for a period of at least seven (7) years in a manner designed to protect them from destruction or tampering, and shall be subject to inspection and audit by the City, or its authorized agents.

15. Maintenance & Management

- a. Developer is solely and specifically responsible for all maintenance, repair, and management functions for the Project, including without limitation, selection of tenants, certification and recertification of household eligibility, income and size; evictions, collection of rents, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. Developer shall maintain units and common areas in a safe and sanitary manner in accordance with local health, building, and housing codes, HUD housing quality standards pursuant to 24 CFR 882.109. City shall not have any responsibility for management or maintenance of the Property or the Project, but shall have the remedies provided for in Section 13 hereof, which they may exercise at their option as applicable.
- b. Developer may contract with a management agent for the performance of the services or duties required in Section 15a above. However, doing so shall not relieve Developer of responsibility for proper performance of said duties. Any such contract shall contain a provision allowing Developer to terminate the contract without penalty with no more than thirty (30) days' notice. Upon determination by City and notice to Developer that the contracted management agent has failed to operate the Project in accordance with this Agreement, Developer shall exercise such right of termination forthwith and shall immediately make arrangements, subject to

EXHIBIT F

City approval, for continuing performance of the requirements of this Agreement.

- c. If Developer operates the Project directly without contracting with a management agent and City determines that the Project is not being operated in accordance with this Agreement, City may provide notice to Developer thereof, and may require Developer to contract with a management agent to operate the Project, or to make such other arrangements as City deems necessary to ensure performance of the requirements of this Agreement.

16. Inspections

- a. Developer shall allow City access to the Project to conduct inspections on an annual basis, or more frequently, with fourteen (14) days written notice to Developer.
- b. Developer shall provide tenants with a minimum of twenty-four (24) hours written notice prior to seeking access to a tenant unit for inspection purposes. In said notice, Developer shall clearly inform tenant of the purposes of the inspection.

17. Hazard & Liability Insurance

- a. Developer shall at all times keep the development insured against loss by fire, flood (as required pursuant to 24 CFR 92.358), and other such hazards, casualties, liabilities and contingencies, and in such amounts and for such periods as set forth in the DDA. All insurance policies and renewals thereof shall be issued by a carrier and in a form acceptable to City. Property insurance policies shall name City as an additional insured in a manner approved by City.
- b. Insurance proceeds and condemnation awards for any loss to or taking of the Project, or any portion thereof, shall be applied or utilized by Developer as provided in the Leasehold Deed of Trust for the Permanent Loan..

18. Governing Law

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

EXHIBIT F**19. Successors and Assigns**

This Agreement and all the covenants, promises, and agreements contained in it shall be binding on and inure to the benefit of the Parties and their respective legal and personal representatives, devisees, heirs, successors, and assigns.

20. Severability

If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless, in the sole discretion of City, the invalidity, or unenforceability of the provision negates the purpose of this Agreement and/or threatens the security for the City's Permanent Loan.

21. Venue

If either Party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the Parties agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Sacramento or in the United States District Court for the Eastern District of California, as applicable.

22. Costs of Enforcement

Developer agrees to pay any and all of City's costs with respect to enforcement of this Agreement, including City's reasonable attorneys' fees, costs and expenses.

23. Counterparts/Originals

This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one (1) entire Agreement.

24. Amendment

This Agreement shall not be altered or amended except in a writing executed by the Parties.

25. No Waiver

No waiver by the City of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach or default hereunder.

26. Captions

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement.

27. Parties Not Co-Venturers

Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

28. Notice

Written notices and other written communications between the Parties shall be addressed to their principal place of business unless or until a Party communicates in writing to the other party that a different address should be used.

29. Hold Harmless

Except to the extent arising from the City's willful misconduct, Developer agrees to indemnify, defend and hold harmless the City and its agents, employees and officers (collectively, "**Indemnitees**") from and against any and all claims, losses, liabilities, causes of action or costs (including reasonable attorneys' fees) arising from or in connection with Developer's development, management, maintenance or operation of the Project.

30. Affordability Protocols

To the extent that State, Federal and local laws and regulations may conflict with respect to household income levels, rent levels, or similar provisions relating to affordability of the Project, the Parties acknowledge and agree that the intent of this Agreement is to provide the maximum affordability restrictions.

SIGNATURES ON FOLLOWING PAGE.

EXHIBIT F

By signing below, Developer accepts and agrees to the terms and covenants contained in this Agreement.

CITY:

The City of Rancho Cordova,
a California municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER:

Mercy Housing, a 501(c)(3) not for profit
corporation

By: _____

Its: _____

EXHIBIT F

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2013, before me, _____
personally appeared _____ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

EXHIBIT F

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2013, before me, _____
personally appeared _____ who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

EXHIBIT A

PROPERTY

(Attach Legal Description.)

2109797.1

EXHIBIT G

Recording Requested by
and when Recorded, return to:

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

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

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

MEMORANDUM OF DISPOSITION AND DEVELOPMENT AGREEMENT

This Memorandum of Disposition and Development Agreement (this "**Memorandum**") dated as of _____, 2013, is entered into by and between the City of Rancho Cordova, a California municipal corporation ("**City**") and Mercy Housing California, a 501c3 not for profit corporation ("**Developer**"). City and Developer are hereinafter collectively referred to as the "**Parties**."

1. The Parties have entered into that certain Disposition and Development Agreement dated as of _____, 2013 (the "**DDA**"), pursuant to which upon Developer's satisfaction of certain conditions precedent City has agreed to convey that certain real property (the "**Property**") located within the City and more particularly described in Exhibit A attached hereto and incorporated herein by this reference, pursuant to an assignment of a lease between the County of Sacramento ("**County Lease**") and the City, and a lease for a portion of a building between the City and Developer ("**Space Lease**"), to Developer for the development of up to fifty (50) units of multi-family affordable rental housing for disabled and/or homeless veterans whose household income does not exceed fifty percent (50%) of Area Median Income, as defined in that certain Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (the "**Regulatory Agreement**") to be executed by the Parties and recorded in the Official Records of Sacramento County substantially concurrently therewith (the "**Project**").

2. Among other conditions, the DDA provides that Developer shall commence construction of the Project, which will be subject to certain maintenance obligations pursuant to the terms of the DDA and the Regulatory Agreement, by the later of December 15, 2014, or the earliest date permitted by the California Tax Credit Allocation Committee ("**TCAC**"), and shall complete construction of the Project in order to allow City to issue a final certificate of occupancy no later than twelve (12) months from the commencement of construction or such earlier date as may be required by TCAC.

3. The terms of both the assigned County Lease and the Space Lease from the City to Developer shall be for a term not to exceed eighty (80) years from the date of the issuance of the final certificate of completion for the Project. In the event that

EXHIBIT G

Developer has failed to obtain each entitlement, permit or approval required for the installation of improvements for Phase One, the term of this Agreement shall end no later than June 25, 2016.

4. The DDA further provides that (i) except as permitted therein, Developer shall not voluntarily or involuntarily make or attempt any total or partial sale, transfer, conveyance, assignment or lease of the whole or any part of Developer's interest in the Property or the improvements located thereon without the prior written approval of the City; and (ii) any transferee of all or part of the Property shall be subject to and shall expressly assume all of the covenants, obligations and restrictions of the DDA which pertain to the portion of the Property transferred, including without limitation, the provisions of the Regulatory Agreement.

5. The Parties have executed and recorded this instrument to give notice of the DDA and the respective rights of the Parties thereunder. Copies of the unrecorded DDA are available at the offices of the City, 2729 Prospect Park Drive, Rancho Cordova, California 95670, and such document is incorporated by reference in its entirety in this Memorandum. This Memorandum is solely for recording purposes and shall not be construed to alter, modify, amend or supplement the DDA. In the event of any inconsistency between this Memorandum and the DDA, the DDA shall control.

6. This Memorandum shall be interpreted and enforced in accordance with California law without regard to principles of conflict of laws. This Memorandum may be executed in counterparts.

7. The DDA shall bind and inure to the benefit of the Parties and their respective successors and assigns.

SIGNATURES ON FOLLOWING PAGE.

EXHIBIT G

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first set forth above.

CITY

The City of Rancho Cordova,
a California municipal corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

DEVELOPER

Mercy Housing California, a 501c3 not for profit
corporation

By: _____

Its:: _____

SIGNATURES MUST BE NOTARIZED.

EXHIBIT GExhibit A

PROPERTY

(Attach legal description.)

AGENDA ITEM 5.1

2111061.1

EXHIBIT H

DEVELOPMENT PERFORMANCE SCHEDULE
FOR
Mather Veterans; Village Phase I
(AP# 067-0010-106)

The following milestones, dates and products, shall constitute performance requirements of the Developer Mercy Housing, a 501c3, not for profit corporation (“**Developer**”) in the application for financing, construction, rent-up and continuing operation of the 50 unit, affordable, project to serve homeless and disabled veterans known as Phase 1 of Mather Veterans’ Village.

- **Tax Credit Application**
 - On or before March 31st, 2014 (Rd #1), Developer shall cause the submission of a Tax Credit application satisfactory to the City of Rancho Cordova. This application shall include a City Permanent loan, a construction loan, possibly a conventional permanent loan and syndication equity agreement each satisfactory to the City of Rancho Cordova. The application shall conform to the findings and conditions of City’s Design Review. In the event that Developer has failed to obtain each entitlement, permit or approval required for the installation of improvements for Phase One, the term of this Agreement shall end no later than June 25, 2016
 - Satisfaction of this requirement shall be met by proof submitted to the City of Rancho Cordova that a Tax Credit application was received by the California Tax Credit Allocation Committee.
- **Construction Loan closing**
 - On or before the 90th day after the date indicated on the Tax Credit award letter from CTCAC or 30 days from the issuance of building permits whichever occurs first, Developer shall cause a construction loan closing to occur. The closing shall include a construction loan satisfactory to the City of Rancho Cordova, a binding permanent loan commitment (if necessary) satisfactory to the City of Rancho Cordova and a Syndication Agreement satisfactory to the City of Rancho Cordova.
 - Satisfaction of this requirement shall be a timely construction loan closing including the delivery to the City of Rancho Cordova of proof of the recordation of documents within 36 hours of the closing.
- **Construction Completion**
 - Construction shall be completed within 424 days of the construction loan closing. In the event that Developer has failed to obtain each entitlement, permit or approval required for the installation of improvements for Phase One by June 25, 2016, the term of the DDA shall end on that date.
 - Satisfaction of this requirement shall be evidenced by the City’s delivery to the Developer of a Certificate of Completion. (Note that the delivery of this certificate requires the determination by the City of Rancho Cordova that the following requirements have been satisfied: Labor Standards requirements, Certificate of occupancy, proof that all liens have been released, recorded AIA Notice of Completion and an initial draft of the Final Budget.)
- **Permanent Loan Closing**
 - Developer shall cause a Permanent loan closing to occur within 45 days of the satisfaction of all of the following: attaining 95% occupancy, a 1.15 DCR for 3 months, completion of audit and receipt from TCAC of 8609 form plus any other requirements of the City or Conventional Permanent Lender consistent with industry standards.
 - Satisfaction of this requirement shall be a timely permanent loan closing including the delivery to the City of Rancho Cordova of proof of the recordation of documents within 36 hours of the closing.

Exhibit I

Approved Design Review

MEMORANDUM



DATE: July 15, 2013

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator
William Campbell, Principal Planner

SUBJECT: MATHER VETERANS' VILLAGE DESIGN REVIEW AND CONDITIONAL USE PERMIT; PROJECT NO. DD7915 – LOCATED AT 3611 BLECKLEY STREET

PROPERTY OWNER: Mercy Housing 3120 Freeboard Drive, Suite 202 West Sacramento, CA 95691	APPLICANT/DEVELOPER: Mogavero Notestine Associates 2012 K Street Sacramento, CA 95811
PROJECT: Mather Veterans Village Conditional Use Permit and Design Review addresses a proposed project that consists of the following three phases: Phase 1: New construction of a supportive permanent housing project for veterans to provide 44 one-bedroom units and 6 two-bedroom units, and the rehabilitation of 4,000 square feet of existing 24,093 square foot Infirmary Building for community/office space. Phase 2: Rehabilitation of the remaining 20,000 square feet of the existing Infirmary Building to include 24 to 30 dormitory style rooms, a kitchen, cafeteria/common room, offices, and classrooms. Phase 3: A future phase of new construction of up to 30 additional veteran housing units and support services for which detailed programming has not yet been completed. FILE: DD7915- Conditional Use Permit and Major Design Review LOCATION: 3611 Bleckley Street, Rancho Cordova APN: 067-0010-099 PLANNER: William Campbell, Principal Planner	

RECOMMENDATION

Adopt Resolution 75-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution would complete Council Design Review and Use Permit approval for this project and would support the funding applications for the Mather Veterans Village project. Construction of the project would be phased, with initial phases to include new construction of 50 dwellings and the rehabilitation of an existing building to provide community space and transitional dormitory units. The project would add veteran specific housing to an area that is

rich in veterans' services and would provide additional support to homeless and disabled veterans.

REQUIRED PERMITS AND REGULATORY BASIS

According to the Mather Field Special Planning Area, the Veteran's Village project is subject to the following provisions:

1. Section 603-14 B1- Human Services Area permitting the Veteran Village with a Use Permit, per Article 2, Table II, section P(3) of the County of Sacramento Zoning Code.
2. Chapter 23.141 Major Design Review of the Rancho Cordova Zoning Code.
3. Section 23.134 Conditional Use Permit, Rancho Cordova Zoning Code

BACKGROUND

The Mather Air Force Base was decommissioned in 1993, resulting in a surplus of undeveloped and underutilized land partially located within the boundaries of what would become the City of Rancho Cordova. The County of Sacramento, in partnership with the Sacramento Housing and Redevelopment Agency (SHRA) formed the Mather Redevelopment Area that set development guidelines and zoning for the former military site. A significant portion of the under-utilized land, including the acreage identified as the site for the proposed Mather Veterans Village, was indicated for residential use.

In 2010 Sacramento County and the SHRA released a Request for Proposals for the development of the Mather Veterans Village housing and support services project for the proposed site at what is now 3611 Bleckley St. Mercy Housing was selected as the developer for the project from the RFP process. In 2012 the City, in partnership with Mercy Housing and the County of Sacramento identified a 3.69 acre site (**see Figure 1**) as the development site for the Mather Veterans Village, which includes an existing 24,093 square feet infirmary building. Mercy Housing and the City engaged the architectural firm Mogavero Notestine Associates to prepare a design package for a multi-phase veterans housing and supportive services project.

The project development team consists of Mercy Housing and Veterans Resource Center of America (VRCA) who provides services for homeless and disabled veterans and manages transitional housing facilities across the state. The Mather Veterans' Village is co-sponsored by the City of Rancho Cordova, County of Sacramento, and the Mather VA Hospital.

On June 11, 2013 the City received site control of the property from the County in the form of a 99 year lease, and ownership of the existing infirmary building (purchased for \$1.00). The first two phases of the Mather Veterans Village project were prepared for design review to support a March 2014 tax credit application for construction financing, and a winter of 2013 application for Veterans Affairs Supportive Housing (VASH) vouchers from SHRA, as allocated from the Federal department of Housing and Urban Development HUD.

Mather Veterans' Village is a planned transitional and permanent supportive housing development that would serve disabled and homeless veterans. The multi-phase project would ultimately consist of approximately 100 units of permanent supportive housing (in two 50-unit phases) and in another phase of up to 60 transitional beds. The development would consist of a service-rich living environment provided in a community setting. The overall site would include

common areas, a group dining area, classrooms and case work offices. The site would provide for indoor and outdoor recreation and gardening areas.

Funding and subsidies for the multiple stages of Mather Veterans' Village would come from multiple sources. Phase I would consist of 50 new construction Permanent Supportive Housing units plus the conversion/rehabilitation of the ground floor of the northwesterly wing of the old infirmary building. With a successful Tax Credit application, capital funding requirements for phase I will be in hand (\$11.9 million). With the exception of successful future grant applications and possible CDBG assistance, the City's financial participation will be limited to its current \$2.0 million Local Housing Trust Fund commitment.



Figure 1 – Location Map

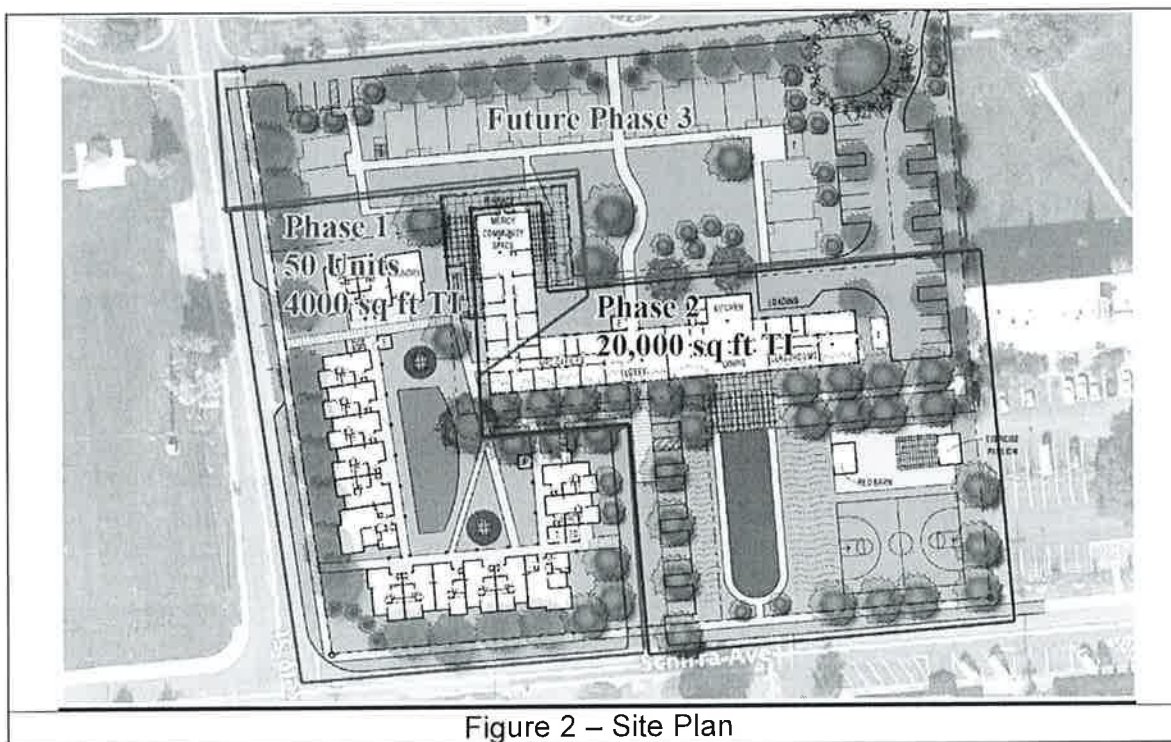


Figure 2 – Site Plan

Phase II of the development of Mather Veterans' Village is proposed to be the conversion of the Old Infirmary Building as 60 transition beds and ancillary facilities. Since part of that existing structure would provide the "common area" and "administrative" spaces of the phase I development, it is hoped that we might be able to rehabilitate phase II in concert with phase I development. To this end, the co-sponsors and development team are embarking on a \$2.5 million corporate fund raising effort.

MATHER AREA SPECIAL PLANNING AREA CONSISTENCY

The Mather Area Special Planning Area (MASPA) is the regulatory document that guides development of the proposed project site. On June 3, 2013 the MASPA was amended to include both transitional and permanent supportive housing as allowable by right in the zone where the project site is located. The project is consistent with the zoning and the long-term plans for the Mather Area. The approving authority is required to review and approve a conditional use permit for the project, which is part of this application. The supporting evidence is provided in the resolution for approving both the use permit and the design review.

CONDITIONAL USE PERMIT

The requested Conditional Use Permit addresses full construction of the Mather Veterans' Village project, including Phases 1, 2 and 3 (see Figure 2 above). At built out, this project could include up to 110 dwelling units and a range of support services that would serve the needs of veterans. All projects within the Mather Field Special Planning Area are within subareas of that plan and are subject to the County's Zoning Code table of uses. In this particular case, Section 603-14 B1- Human Services Area, per Article 2, Table II, section P(3) of the County of Sacramento Zoning Code, allows the Veteran Village with a Use Permit. The County used the Use Permit process to give flexibility in the review of projects. Other than the specified

development standards listed for projects in the Human Services Area (listed below) no other special conditions of approval for the use permit are anticipated. The proposed Conditions of Approval would combine the Use Permit and Design Review entitlement requirements within a single approving resolution. The findings and evidence supporting the Use Permit are provided in the resolution (**Attachment 1**).

Consistency with Development Standards

The project is located within the Human Services Subarea of the Mather Area Special Planning Area, with the following development standards:

1. *Building Setbacks:*
 - *Front- 25 ft. minimum*
 - *Interior side- 6 ft.*
 - *Rear- 25 ft. minimum*
2. *Building Height- 50 feet maximum*
3. *Floor Area Ratio- NA*
4. *Density- NA*
5. *Parking Standards:* one parking space per every three occupants for the residential use and 4.5 parking spaces per 1000 square feet of the office use. 27 parking spaces are required and 32 parking spaces are provided.

The proposed project meets the minimum development standards.

DESIGN REVIEW

This design review addresses Phase 1 (new construction) and Phase 2 (renovation of an existing building) of the Mather Veterans' Village project. A future Phase 3 of this project would require future review and approval by the City Council.

Phase 1 construction portion of the project is new construction of a three-story apartment building served by two elevators and exterior walkways and bridges. The design of the project is intended to bring a more residential atmosphere to the existing institutional style of buildings currently on and adjacent to the project site. The new construction will be situated around the western and southern edges of the property, to create a community courtyard that can be shared by the residents. The one and two bedroom units would open towards the courtyard and be connected by a wide balcony style walkway with elevator access at the eastern and western ends of the building. The building would consist of four apartment blocks that are connected by bridges across pathways that open from the street-side to the courtyard (**see Figure 2, site plan**). There would be 44 single bedroom apartments and 6 two bedroom apartments. The units would incorporate universal design to facilitate disabled tenants with minimal remodeling. The new construction would be stick built on site. Phase 1 also include the renovation of 4,000 square feet of the existing Infirmary Building for community and office uses to support the new veterans' housing residents.

Phase 2 of the project (anticipated to be built concurrently with Phase 1) would involve the rehabilitation of the existing Infirmary Building. This Phase would provide new apartment units

within the existing infirmary building. The Infirmary Building is an institutional structure, however it is solidly built, with a high quality of construction. The development team assessed the building, and determined that, despite the institutional design, the building offered unique opportunities that would otherwise be too cost prohibitive to build new at the same quality of construction. The rehabilitation of the Infirmary Building would provide space for multiple uses. The community space for the new construction would inhabit approximately 4,000 sq. feet of the first floor of the western end of the building (**see Exhibit A, floor plan**). This community space that would be administered by Mercy Housing would consist of management offices and a community room, as well as a lobby entrance that would be shared with the remainder of the infirmary building, which, when rehabilitated, would be administered by VRCA.

The current exterior of the existing Infirmary Building is a painted stucco skin over concrete and masonry block walls with a flat roof. The rehabilitated building shell would also consist of stucco over the masonry walls, with additional insulation and new or restored windows. Due to the positioning of the building, the construction materials, and the general building mass, the existing infirmary building has the potential to be a net-zero building without excessive additional expense. The rehabilitation design includes solar panels stacked along the south facing side of the building in a photo voltaic array to provide electricity for the building. The rehab design also includes smaller panels layered along the flat roof on the western facing leg of the building. These panels may be used to supplement electricity production, or to provide additional hot water for the occupants.

The VRCA portion of the infirmary building includes a kitchen, dining area, class rooms, offices, and dormitory rooms with ganged bathrooms. These facilities would be located on the first floor of the south facing leg of the building and the entire second floor. (**see Exhibit A, floor plan**).

ENVIRONMENTAL ANALYSIS

This project is Categorically Exempt under Section 15332, In-Fill Development, of the California Environmental Quality Act Guidelines. A full Environmental Assessment has been conducted that fulfills the NEPA requirements for this project.

RECOMMENDED MOTION

Move the City Council adopts Resolution 75-2013 approving the Use Permit for the Mather Veterans' Village and Design Review of the Mather Veterans Village Phase I and Phase II as submitted, subject to the design package (**Exhibit A**) and the Conditions of Approval (**Exhibit B**).

ATTACHMENTS

1. Resolution 75-2013, Approving the Conditional Use Permit and the Design Package (**Exhibit A**) and Conditions of Approval (**Exhibit B**).
2. 500' radius map and mailing labels used for Public Hearing Notice.

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 75-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A CONDITONAL USE PERMIT AND DESIGN REVIEW FOR
THE MATHER VETERANS VILLAGE, PROJECT DD7915**

WHEREAS, Mercy Housing (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova to approve a Conditional Use Permit and Design Review for 50 units of new permanent supportive housing and up to 60 transitional housing dormitory beds in a rehabilitated existing building, known has the Mather Veterans Village; and

WHEREAS, The City Council previously approved an amendment to the zoning code for the Mather Field Special Planning Area to allow both transitional and permanent supportive housing in the Mather Field Special Planning Area by Ordinance No. 14-2013; and

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

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

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

1. Determine the project assessment is adequate and complete according to the Guidelines of the California Environmental Quality Act.
 - a) *Finding: The project site has been analyzed in compliance with the California Environmental Quality Act. Evidence: The County of Sacramento adopted an Environmental Impact Report for the Mather Field Special Planning Area, prepared by EIP Associates in 1997, and issues of aesthetics of the development for the project site were adequately addressed within the document. The project has further been determined to be categorically exempt, according to Section 15332 and the project will not create any significant adverse impact on the environment, pert he following findings:*
 - A. *Finding: The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. Evidence: The project is within the Campus District, Human Services subarea of the Mather Field Special Planning Area. The proposed use is consistent with the allowed land uses in that area and will complement the VA Hospital and it satellite services.*
 - B. *Finding: The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. Evidence: The project is in an establish subarea of a Special Planning Area that has existing developments surrounding the proposed site. The project area has been developed over the years by the military and privately, after the Air Force vacated the site and relinquished the land to the County of Sacramento.*

ATTACHMENT 1

- C. Finding: *The project site has no value as habitat for endangered, rare or threatened species.* Evidence: The project site has been historically developed and any valued habitat prior to that date has since been removed or destroyed.
- D. Finding: *Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.* Evidence: The new use will not generate new significant levels of traffic or noise impacts to the immediate area. The new project will improve the existing conditions related to on-site drainage and water quality by the new improvement measures required by the current codes.
- E. Finding: *The site can be adequately served by all required utilities and public services.* Evidence: The site can be served by all required utilities that are currently in the area. Sewer, gas, electric service and drainage are all present on site or stubbed to the property. The City of Rancho Cordova will provide Police emergency services and Metropolitan Fire District will provide fire protection services.
2. Approve the Major Design Review, subject to the Project Plans (**Exhibit A**) and the Conditions of Approval (**Exhibit B**); supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.050:
- a) Finding: *The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and Special Planning Area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.* Evidence: The General Plan designation and Mather Field Special Planning Area designation for this property is Human Services, wherein high density multi-family residential units are consistent with both designations, with the approval of a Conditional Use Permit. The proposed project has been designed to meet the applicable regulations of the Special Planning Area design guidelines, including setbacks, height regulations, and density for this site.
- b) Finding: *The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.* Evidence: The Developer has provided a design package that clearly illustrates the composition and form of the new units as well as the floor plan and elevations for the rehabilitated infirmary building (**Exhibit A**). The new three story structure is treated with a veneer of stucco and siding with external balcony style hallways. The infirmary rehab would feature stucco exterior, solar panels, shade structures, and new entrances. The Applicant has submitted preliminary landscape plans with the Design Review package (see **Exhibit A**). A condition has been placed on the project that will require approval from the Planning Director, in order to accommodate refinements to the site improvement plans, prior to building permits are issued.
- c) Finding: *The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.* Evidence: The architectural style of the new construction has a distinct residential feel that would help to introduce a more residential tone to the neighborhood. The design of the rehabilitated existing building is intended to counter the institutional design of the building while capturing the cost savings of re-

ATTACHMENT 1

using an existing structure. The color and material palettes are complementary to each other and include stucco, horizontal siding, and balcony railings and shed structures. The building wall mass of the new construction is offset to provide greater articulation to the vertical mass, along with changing roof sheds to break the monotony of a single ridge roof system.

- d) Finding: *The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.* Evidence: The units and site configuration have been designed to provide dedicated pedestrian walkways from the units to the public sidewalk. The on-site parking lot is appropriately configured to serve the units and reduce the conflict between vehicle and pedestrian movement.
3. Approve the Conditional Use Permit, subject to the Conditions of Approval (see **Exhibit B**); supported by the following Findings and Evidence, as defined in Zoning Code Section 23.134.030;
- a) Finding: *The site size, dimensions, location, topography, and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations.* Evidence: The site size, dimensions, location, topography, and access of the site are adequate for the proposed use and the new development will not have a negative effect on the surrounding area. This finding has been met.
- b) Finding: *Any negative impacts of the proposed use on adjacent properties and on the public can be mitigated through application of other Code standards or other reasonable conditions of approval.* Evidence: Any negative impacts of the proposed permanent supportive and transitional housing have been reduced to a less than significant level by the placement of the facilities, landscaping to screen views by sensitive users and through the application of Code standards and the attached Conditions of Approval. This finding has been met.
- c) Finding: *All required public facilities have adequate capacity to serve the proposal.* Evidence: All required public facilities have adequate capacity to serve the Project. Currently, all public facilities are adequately serving the existing site. This finding has been met.
- d) Finding: *The project meets the requirements of the Zoning Code including development standards, design guidelines, and special use provisions.* Evidence: The project is consistent with all the requirements of the Zoning Code Section 23.913.030 E that specifically addresses the development of permanent supportive and transitional housing. The conditions of approval will provide additional assurance that the new use will not negatively impact the area. This finding has been met.
- e) Finding: *If structures and site plans are considered nonconforming, the elements of a project that are nonconforming have been brought into compliance with the Zoning Code.* Evidence: There will be no nonconforming elements of this Project as identified in paragraph D above. This finding has been met.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 15th day of July, 2013 by the following vote:

AYES: Budge, McGarvey, Sander, Skoglund, Terry.

NOES: None.

ABSENT: None.

ABSTAIN: None.

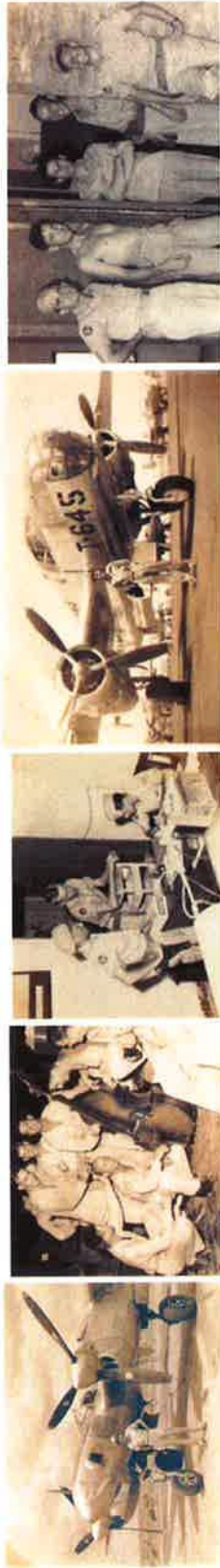


Linda Budge, Mayor

ATTEST:



Mindy Cuppy, CMC, City Clerk



MATHER VETERANS VILLAGE

RANCHO CORDOVA, CALIFORNIA

"As we express our gratitude, we must never forget that the highest appreciation is not to utter words, but to live by them."
- John Fitzgerald Kennedy

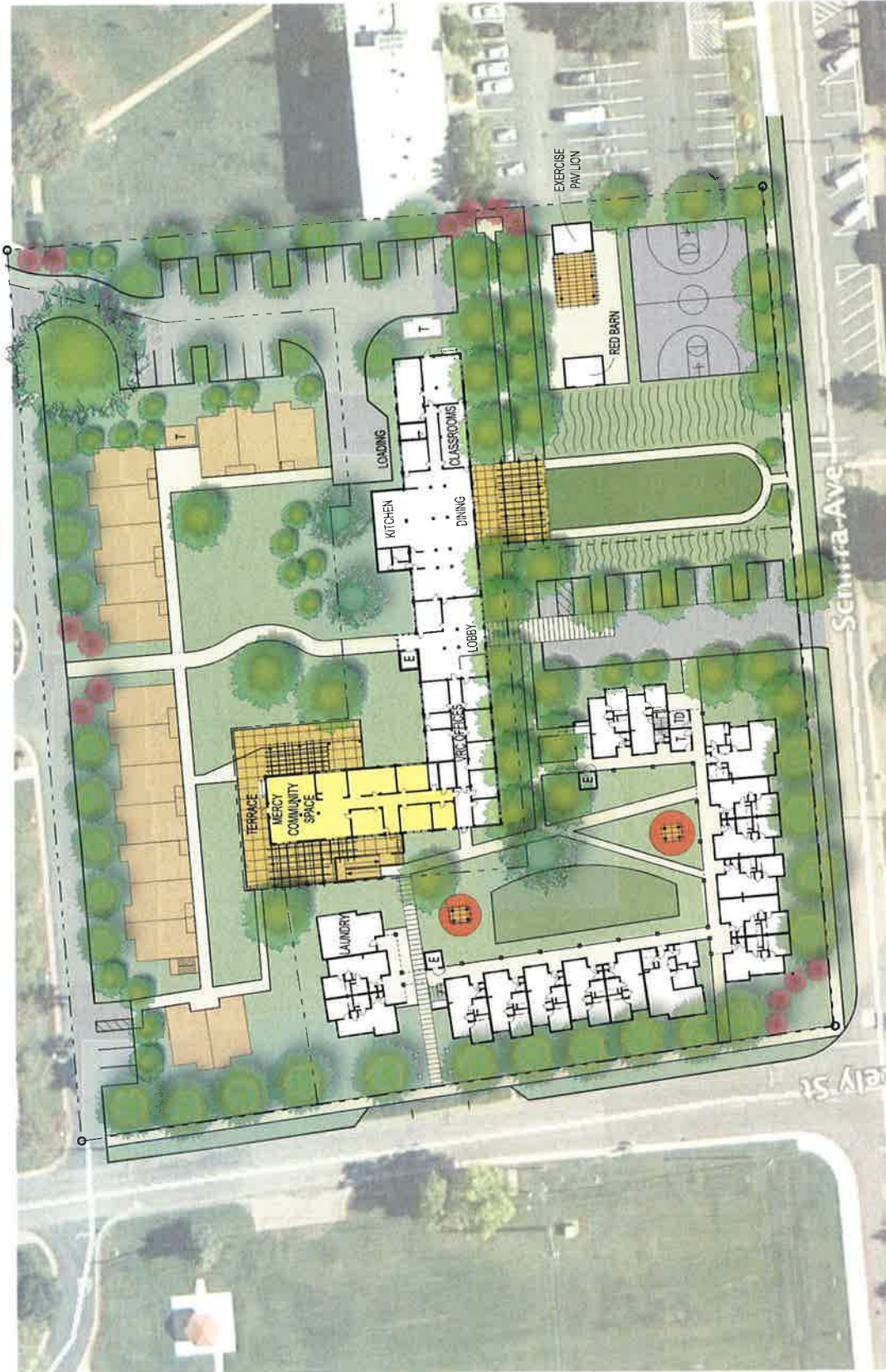


Mercy Housing



MATHER VETERANS VILLAGE RANCHO CORDOVA

07 June 2013



MATHER VETERANS VILLAGE

RANCHO CORDOVA, CALIFORNIA

SITE PLAN

Scale: 1" = 50'

07 JUNE 2013



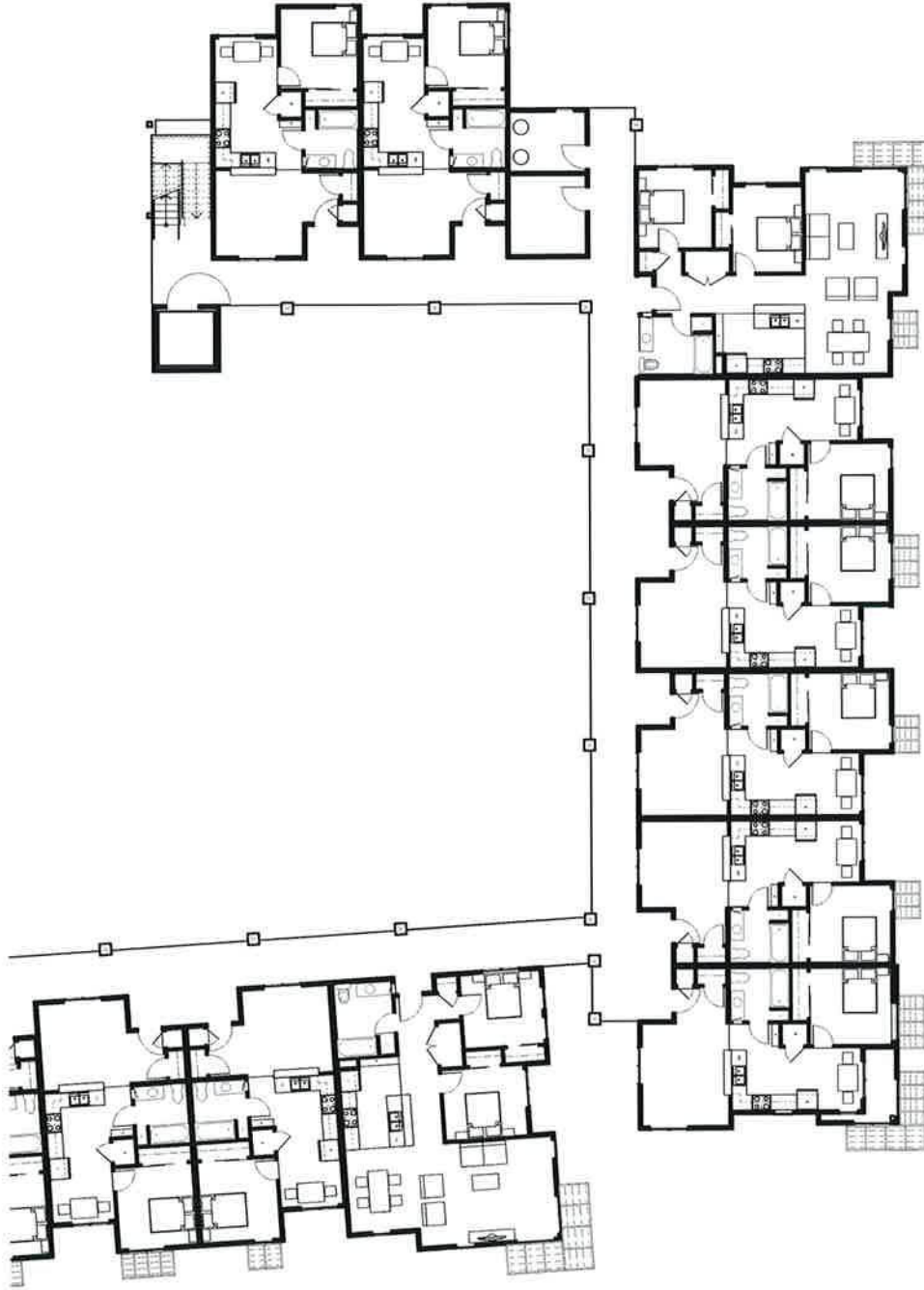
NEW CONSTRUCTION: SOUTH ELEVATION



NEW CONSTRUCTION: EAST ELEVATION



NEW CONSTRUCTION: WEST ELEVATION



1 NEW CONSTRUCTION SECOND FLOOR - SOUTH END
SCALE: 1/16" = 1'-0"

EXHIB



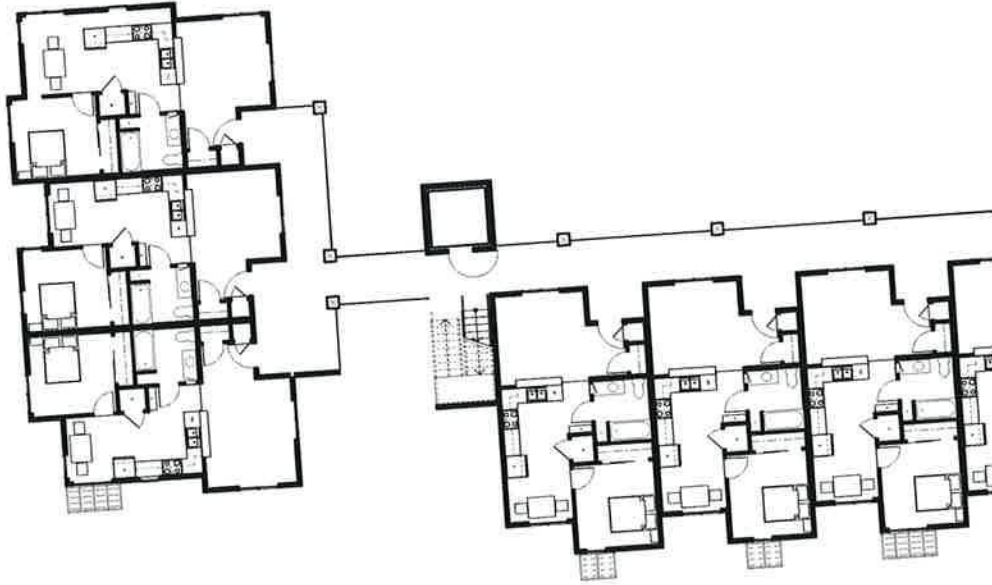
scale: 1/16" = 1' 07 JUNE 2013

FLOOR PLANS

RANCHO CORDOVA, CALIFORNIA

MATHER VETERANS VILLAGE

MOGAVERO
NOTESTINE
ASSOCIATES



1 NEW CONSTRUCTION SECOND FLOOR - NORTH END
SCALE: 1/16" = 1'-0"

EXHIBIT



Scale: 1/16" = 1' 07 JUNE 2013

FLOOR PLANS

RANCHO CORDOVA, CALIFORNIA

MATHER VETERANS VILLAGE

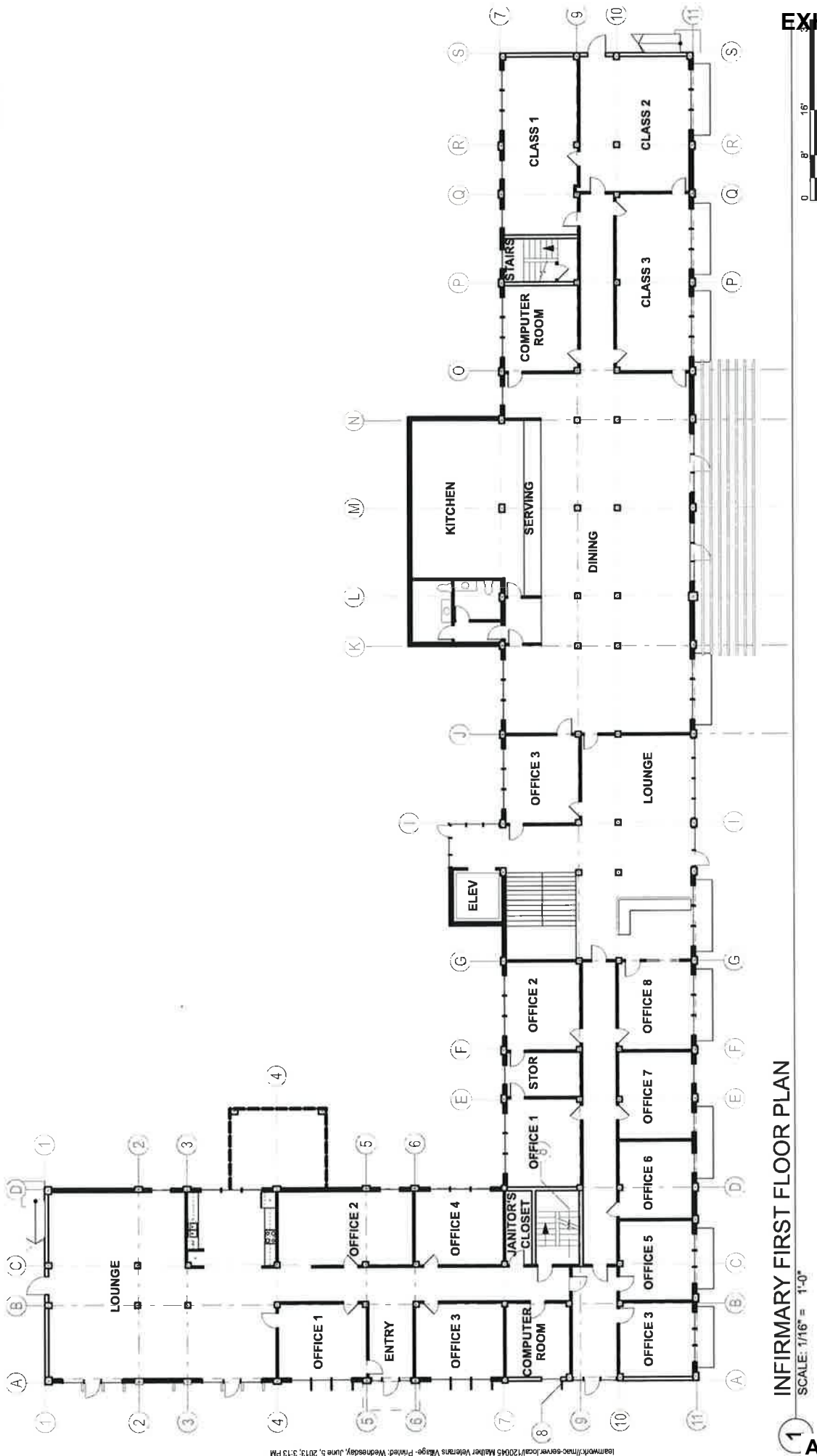




INFIRMARY: SOUTH ELEVATION



INFIRMARY: WEST ELEVATION



INFIRMARY FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"

EXHIBIT

0' 8' 16'

scale: 1/16" = 1'

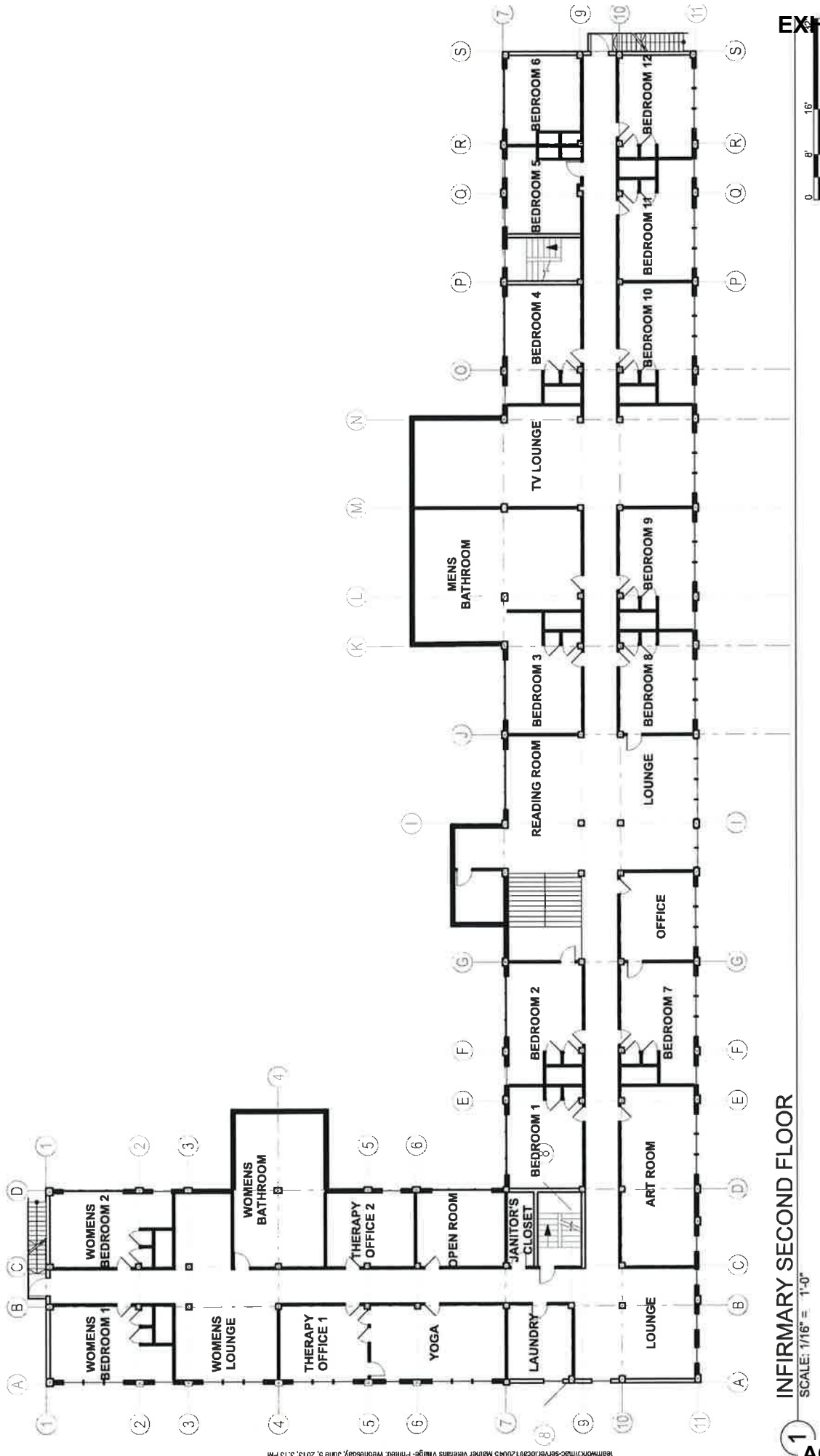
FLOOR PLANS

RANCHO CORDOVA, CALIFORNIA

MATHER VETERANS VILLAGE

MOGAVERO
NOTES
ASSOCIATES

07 JUNE 2013



EXHIBIT

Conditions of Approval

	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and signature)</u>
1.	On-Going	Planning	
Mather Veterans Village Conditional Use Permit and Design Review – for a 50 unit supportive permanent housing project for veterans and up to 60 transitional housing dormitory beds for homeless veterans. The City of Rancho Cordova and Mercy Housing would sponsor the development of this three-story apartment project, consisting of 44 one-bedroom 608 square feet units and 6 two-bedroom 828 square feet units of new construction. The project includes the rehabilitation of an existing 24,093 square feet building currently on the site. This rehabilitation includes 4,000 square feet to be used as community and office space for the management and operations of the new construction. The remaining 20,000 square feet would be rehabilitated to include 24 to 30 dormitory style rooms, a kitchen, cafeteria/common room, offices, and classrooms.			
2.	On-Going	Planning	
The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.			
3.	On-Going	Finance	
Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.			

City Council-DRAFT
July 15, 2013

Veterans Village – Design Review and Use Permit
Project No. DD7915

Conditions of Approval

	Applicant shall be responsible for all damage to City streets associated with construction of the project and shall repair any damage as soon as possible.	On-Going	Public Works
4.	Prior to Issuance of Improvement Plans		
5.	Applicant shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to Approval of Improvement Plans	Public Works
6.	Enter into a frontage agreement, if necessary for those portions of the streets adjacent to the project and bond for construction of public improvements to the satisfaction of the Public Works Department.	Prior to Approval of Improvement Plans	Public Works
7.	Provide drainage easements as needed and pay any fee required by the Sacramento County Water Agency Code. Install facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and City of Rancho Cordova Improvement Standards. If the system is to be a private system, then it shall be labeled as such on the improvement plans and a copy of an approved and executed private maintenance agreement shall be provided to the City of Rancho Cordova.	Prior to Approval of Improvement Plans	Public Works
8.	Incorporate into the site improvement plans storm water quality measures in conformance with applicable County ordinances & standards, and state and federal law. The project may implement low impact development design pursuant to and consistent with <i>The Storm Water Quality Design Manual for the Sacramento & South Placer Regions</i> . Such implementation may be able to reduce the storm water quality treatment requirement.	Prior to Approval of Improvement Plans	Public Works
9.	Annex to the Storm Water Utility District.	Prior to Approval of Improvement Plans	Public Works
10.	Applicant shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to: All onsite civil improvements.	Prior to Approval of Improvement Plans	Public Works

Conditions of Approval

	• Civil plan shall include an ADA access plan. • All property frontage including but not limited to, sidewalk, driveways, curb & gutter, etc. shall be removed and replaced if necessary to meet current ADA requirements and City Standards. The current improvements do not meet ADA guidelines. • Indicate the size and location of all driveways. • Location of all utility laterals to the site. • Public improvement plans shall clearly delineate all transitions to existing improvements. • All improvements to be designed and constructed to the satisfaction of the Public Works Department. • Where feasible, locate the position for a transit HUB loading and unloading area, along the street right of way.			
11.	If the total area of the developed or redeveloped impervious surfaces (building rooftop, flat work, and parking areas) equals or exceeds 1.0 acres, incorporate into the site improvement plans permanent storm water quality treatment measures in conformance with applicable County ordinances & standards, and state and federal law.	Prior to approval of improvement plans	Public Works	
Prior to Issuance of Building Permits				
12.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for the fair share of existing and all new public improvements associated with the project including but not limited to streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 2-3 month lead time to satisfy this condition.	Prior to Issuance of Building Permits	Public Works	

Conditions of Approval

13.	The buildings and site development shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Issuance of Building Permits	Planning	
14.	Submit final site landscaping and any fence detail plans for review and approval by the Planning Director.	Prior to Issuance of Building Permits	Planning	
	Prior to Final Inspection and Utility Release			
15.	All street trees shall be approved by the City's Engineer and Planning Director.	Prior to Final Building Inspection	Planning	
16.	Connection(s) to the Sacramento Area Sewer District's (SASD) sewer system shall be required to the satisfaction of the SASD. In order to obtain sewer service, construction of SASD sewer infrastructure may be required. SASD Design Standards apply to any on and off-site sewer construction. Each parcel with a sewage source shall have a separate connection to SASD public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or SASD public sewer line.	Prior to Final Building Inspection	Public Works	
17.	Install improvements per the approved Public Works plans and to the satisfaction of the Public Works Department.	Prior to Final Building Inspection	Public Works	
18.	As-Built reproducible grading and improvement plans, as well as a compact disc containing said plans in AutoCAD format, shall be submitted and approved by the Public Works Department.	Prior to Final Building Inspection	Public Works	

Exhibit J

Financing Plan

At this time Financing Plan is very much an estimate. It is expected that prior to a Tax Credit application in March of 2014, the DDA will be returned to the City Council for amendment. The Finance Plan will be restated at that time.

SOURCES AND USES

PROJECT NAME:	Mather Veterans Village Phase I
FINANCE TYPE:	9% LIHTC
ADDRESS:	Mather Field, Rancho Cordova
HOUSING TYPE:	Veterans/Supportive
COUNTY:	Sacramento
SPONSOR:	MERCY HOUSING CALIFORNIA

CONSTRUCTION SOURCES OF FUNDS

	Amount	Per Unit	% of TDC
Bank Construction Loan	10,223,675	204,474	60%
Tax Credit Equity	1,756,397	35,128	10%
HCD Infill	1,500,000	30,000	9%
AHP	490,000	9,800	3%
City Housing Trust Fund	2,000,000	40,000	12%
County Land Donation	124,146	2,483	1%
Expenses Paid at Conversion to Perm	822,110	16,442	5%
TOTAL CONSTRUCTION SOURCES	16,916,328	338,327	100%

PERMANENT SOURCES OF FUNDS

	Amount	Per Unit	% of TDC
Conventional Mortgage	-	-	0%
VASH Backed Mortgage	892,870	17,857	5%
Tax Credit Equity	11,709,312	234,186	69%
HCD Infill	1,500,000	30,000	9%
AHP	490,000	9,800	3%
City Housing Trust Fund	2,000,000	40,000	12%
County Land Donation	124,146	2,483	1%
GP Contributions			
Deferred Dev. Fee		-	0%
GP Equity	200,000	4,000	1%
TOTAL PERMANENT SOURCES	\$ 16,916,328	\$ 338,327	100%

USES OF FUNDS

	Amount	Per Unit	% of TDC
Acquisition	134,146	2,683	0.8%
Hard Costs	9,001,878	180,038	53.2%
Architectural	720,150	14,403	4.3%
Engineering	125,000	2,500	0.7%
Constr. Int and Fees	888,133	17,763	5.3%
Permanent Financing	103,929	2,079	0.6%
Legal	50,000	1,000	0.3%
Reserves	553,181	11,064	3.3%
Contingencies	1,027,605	20,552	6.1%
Other Costs	2,812,307	56,246	16.6%
Developer Costs	1,400,000	28,000	8.3%
Syndication	100,000	2,000	0.6%
TOTAL USES	16,916,328	338,327	100.0%

SURPLUS/GAP	\$	0	\$	0
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DEVELOPMENT COSTS

PROJECT NAME: Mather Veterans Village Phase I
FINANCE TYPE: 9% LIHTC
ADDRESS: Mather Field, Rancho Cordova
HOUSING TYPE: Veterans/Supportive
COUNTY: Sacramento
SPONSOR: MERCY HOUSING CALIFORNIA

	unit cost	Total Project Cost	DEPRECIABLE	
			100%	0%
			Residential	Non-Residential
ACQUISITION				
Total Land Cost or Value	\$3	124,146		
Total Building Cost or Value		10,000		
Title/Escrow/Closing		134,146		
TOTAL ACQUISITION				
CONSTRUCTION / REHABILITATION				
Off-Site Improvements		650,000	650,000	
Demolition	\$1.0	138,000		
Site Work/Landscape/Surface parking	\$28	1,219,680	1,219,680	
Structures, Residential	\$145	6,103,050	6,103,050	
Structures, Commercial	\$100	-		
Garages/Structured Parking	\$50	-		
General Requirements	6.0%	447,644	447,644	
Contractor Overhead	3.0%	219,682	219,682	
Contractor Profit	3.0%	223,822	223,822	
TOTAL NEW CONSTRUCTION		9,001,878		
ARCHITECTURAL FEES	8.0%	720,150	720,150	
TOTAL SURVEY and ENGINEERING		125,000	125,000	
CONST. INTEREST & FEES				
Const. Loan Interest		542,289	325,374	
Origination Fee	0.75%	81,343	81,343	
Builders Risk Insurance	0.00325	57,611	57,611	
Contractor Insurance	0.75%	67,514	67,514	
Taxes During Construction	1.25%	4,356	4,356	
Performance Bond Premium	1.00%	90,019	90,019	
Lender Inspections		15,000	15,000	
Title and Recording		30,000	30,000	
TOTAL CONST. INTEREST & FEES		888,133		
PERMANENT FINANCING				
Loan Origination Fee	1.00%	8,929		
Title and Recording		20,000		
Bond Issuance		-		
Other		75,000		
TOTAL PERMANENT FINANCING		103,929		
LEGAL FEES				
Constr. Related (includes lender legal)		25,000	25,000	

DEVELOPMENT COSTS

Perm. Related (includes lender legal)		25,000		
TOTAL LEGAL FEES		50,000		
RESERVES				
Capitalized Operating		160,000		
Capitalized Lease Up/Section 8 Reserve		393,181		
Capitalized Replacement				
TOTAL RESERVES		553,181		
CONTINGENCIES				
Construction Contingency	8%	675,141	675,141	-
Soft Cost Contingency	8%	352,464	352,464	-
TOTAL CONTINGENCIES		1,027,605		
OTHER COSTS				
TCAC App/Alloc/Monitor Fees	4%	58,869		
Environmental Audit/Mitigation/Consulting		25,000	25,000	-
school fee	5.22	219,710	219,710	
other impact fees	\$20	841,800	841,800	
building permit, plan check, other fees	\$20	841,800	841,800	
Capital Fees (utility fees & hook-up charges)	\$12	535,127	535,127	
Appraisal		15,000	15,000	-
Financial Consultant		30,000	30,000	
Marketing/Leasing	\$1,000	50,000		
Relocation Expenses				
Site and Interior Furnishings		50,000	50,000	
Construction Mang./Oversight/Testing		145,000	145,000	-
TOTAL OTHER COSTS		2,812,307		
SUBTOTAL		15,416,328	14,136,287	-
DEVELOPER COSTS				
Fee		\$1,400,000	\$1,400,000	\$0
TOTAL DEVELOPER COSTS		\$1,400,000	\$1,400,000	-
Total Syndication Costs		100,000		
TOTAL PROJECT COST		16,916,328	\$15,536,287	-
GRAND TOTAL DEVELOPMENT COSTS		\$16,916,328		

EXHIBIT J

CASH FLOW

PROJECT NAME: Mather Veterans Village Phase I
 FINANCE TYPE: 9% LIHTC
 ADDRESS: Mather Field, Rancho Cordova
 HOUSING TYPE: Veterans/Supportive
 COUNTY: Sacramento
 SPONSOR: MERCY HOUSING CALIFORNIA

	Inflation Factor	Per Month	Per Unit	1	2	3	4	5	6	7
POTENTIAL GROSS INCOME										
Resident Rent	2.5%	12,249	2,940	146,987	150,661	154,428	158,289	162,246	166,302	170,460
Commercial	1.0%	-	-	-	-	-	-	-	-	-
OTHER INCOME: Laundry	2.5%	250	60	3,000	3,075	3,152	3,231	3,311	3,394	3,479
POTENTIAL GROSS INCOME		12,499	3,000	149,987	153,736	157,580	161,519	165,557	169,696	173,939
VACANCY LOSS										
Resident	10.0%	(1,250)	(300)	(14,999)	(15,374)	(15,758)	(16,152)	(16,556)	(16,970)	(17,394)
Commercial	50.0%	-	-	-	-	-	-	-	-	-
Total Vacancy Loss		(1,250)	(300)	(14,999)	(15,374)	(15,758)	(16,152)	(16,556)	(16,970)	(17,394)
EFFECTIVE GROSS INCOME		11,249	2,700	134,988	138,363	141,822	145,367	149,002	152,727	156,545
OPERATING EXPENSES	3.5%	-	6,000	(300,000)	(310,500)	(321,368)	(332,615)	(344,257)	(356,306)	(368,777)
NET OPERATING INCOME				(165,012)	(172,137)	(179,546)	(187,248)	(195,255)	(203,579)	(212,232)
RESERVES										
Replacement Reserve	0.0%	(1,667)	-	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Operating Reserve	0.0%	-	400	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Total Reserve Deposits		(1,667)		(185,012)	(192,137)	(199,546)	(207,248)	(215,255)	(223,579)	(232,232)
INCOME BEFORE DEBT SERVICE										
DEBT SERVICE										
First Mortgage		-	-	-	-	-	-	-	-	-
Total Debt Service		-	-	-	-	-	-	-	-	-
NET CASH FLOW		(15,418)	(3,700)	(185,012)	(192,137)	(199,546)	(207,248)	(215,255)	(223,579)	(232,232)
SUBSIDY INCOME										
VASH Subsidy	0	32,765	7,864	393,181	397,113	401,084	405,095	409,146	413,237	417,370
Subsidy Vacancy	10.0%	(3,277)	(786)	(39,318)	(39,711)	(40,108)	(40,509)	(40,915)	(41,324)	(41,737)
COMB INCOME BEFORE DEBT SERVICE				168,851	165,265	161,430	157,338	152,976	148,334	143,401
DEBT SERVICE										
Subsidy Backed Mortgage		(8,277)	(1,986)	(99,324)	(99,324)	(99,324)	(99,324)	(99,324)	(99,324)	(99,324)
Total Debt Service				(99,324)	(99,324)	(99,324)	(99,324)	(99,324)	(99,324)	(99,324)
NET CASH FLOW				69,527	65,940	62,106	58,013	53,652	49,010	44,077

EXHIBIT J

CASH FLOW

PROJECT NAME: Mather Veterans Village
 FINANCE TYPE: 9% LIHTC
 ADDRESS: Mather Field, Rancho C
 HOUSING TYPE: Veterans/Supportive
 COUNTY: Sacramento
 SPONSOR: MERCY HOUSING CA

	8	9	10	11	12	13	14	15
POTENTIAL GROSS INCOME								
Resident Rent	174,721	179,089	183,566	188,156	192,859	197,681	202,623	207,689
Commercial	-	-	-	-	-	-	-	-
OTHER INCOME: Laundry	3,566	3,655	3,747	3,840	3,936	4,035	4,136	4,239
POTENTIAL GROSS INCOME	178,287	182,744	187,313	191,996	196,796	201,716	206,758	211,927
VACANCY LOSS								
Resident	(17,829)	(18,274)	(18,731)	(19,200)	(19,680)	(20,172)	(20,676)	(21,193)
Commercial	-	-	-	-	-	-	-	-
Total Vacancy Loss	(17,829)	(18,274)	(18,731)	(19,200)	(19,680)	(20,172)	(20,676)	(21,193)
EFFECTIVE GROSS INCOME	160,458	164,470	168,582	172,796	177,116	181,544	186,083	190,735
OPERATING EXPENSES	(381,684)	(395,043)	(408,869)	(423,180)	(437,991)	(453,321)	(469,187)	(485,608)
NET OPERATING INCOME	(221,225)	(230,573)	(240,288)	(250,383)	(260,875)	(271,777)	(283,104)	(294,874)
RESERVES								
Replacement Reserve	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Operating Reserve	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Total Reserve Deposits	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
INCOME BEFORE DEBT SERVICE	(241,225)	(250,573)	(260,288)	(270,383)	(280,875)	(291,777)	(303,104)	(314,874)
DEBT SERVICE								
First Mortgage	-	-	-	-	-	-	-	-
Total Debt Service	-	-	-	-	-	-	-	-
NET CASH FLOW	(241,225)	(250,573)	(260,288)	(270,383)	(280,875)	(291,777)	(303,104)	(314,874)
SUBSIDY INCOME								
VASH Subsidy	421,543	425,759	430,016	434,317	438,660	443,046	447,477	451,952
Subsidy Vacancy	(42,154)	(42,576)	(43,002)	(43,432)	(43,866)	(44,305)	(44,748)	(45,195)
COMB INCOME BEFORE DEBT SERVICE	138,164	132,610	126,727	120,502	113,919	106,965	99,625	91,883
DEBT SERVICE								
Subsidy Backed Mortgage	1.39	1.34	1.28	1.21	1.15	1.08	1.00	0.93
Total Debt Service	(99,324)	(99,324)	(99,324)	(99,324)	(99,324)	(99,324)	(99,324)	(99,324)
NET CASH FLOW	38,840	33,286	27,403	21,177	14,595	7,641	301	(7,441)

FINANCING

PROJECT NAME: Nader Veterans Village Phase I
FINANCE TYPE: 9% LIHTC
ADDRESS: Mather Field, Rancho Cordova
HOUSING TYPE: Veterans/Supportive
COUNTY: Sacramento
SPONSOR: MERCY HOUSING CALIFORNIA

First Mortgage Term	Rate	Term	DCR
Maximum First Mortgage Calculation	7.25%	15 year	1.25
Maximum Debt Service		year	month
Interest Rate	7.25%	15	0.0425%
Term			20
Loan Amount			\$0

Section 8 Mortgage Terms	Rate	Term	DCR
Maximum Section 8 Backed Mortgage Calculation	7.25%	15 year	1.25
Maximum Debt Service		year	month
Interest Rate	7.25%	15	0.0425%
Term			20
Loan Amount			\$0

CONSTRUCTION PERIOD INTEREST CALCULATION			
Total Development Cost	Conventions	Lease-up/Conversion	Number of units, Unit
Conventional construction (loan amt)	16,916,328	10,845,785	10,845,785
LIHTC	10,845,785		12,646,531
Months outstanding	64%	100%	
Average % outstanding	12	4	
Rate	50%	100%	
Total Interest Estimate	235,374	216,916	

50% Bond Test	
Tax Exempt Financing	\$15,660,433
Depreciable Basis - Acquisition	0%

TAX CREDIT EQUITY CALCULATION				Contrib/Ratio	Acquisition
Eligible Basis				15,536,287	0
Debt/grant amounts				15,536,287	0
Threshold Basis Limits					
Studio	2000	# of units			
1 Bdrm	140,349	0			
2 Bdrm	161,821	38			
3 Bdrm	195,200	6			
4 Bdrm	249,886	6			
MCR	278,355	0			
Total	161,821	50			
Threshold Basis Limit Adjustments					
Prevailing Wage	20%			1,703,907	
Structured Parking	7%			0	
Daycare	2%			0	
100% special needs	2%			0	
Elevator	10%			861,453	
Sustainable Building Methods	4%			352,781	
Renewable Energy	5%				
Seismic Upgrades or Environmental Mitigation	0%				
Affordability Adjustment (4% projects only)	20%			1,061,510	
Add Impact Fees				12,879,685	
Adjusted Threshold Basis Limits					
Allowable Basis (if cost of Actual or Adjusted Basis Limits)				12,879,685	0
Non-unitary Reduction	0%			55,714	55,714
Effective Reduction				55,714	
Total Requested Unadjusted Eligible Basis				12,823,971	
High Cost Area Adjustment (DDA or QCT)	0%			12,823,971	
Total Adjusted Eligible Basis				12,823,971	
Applicable Fraction				100%	
Total Qualified Basis				12,823,971	
Credit Reduction				0	
Final Basis Amount				12,823,971	
LIHTC Credit Rate	7.48%			7.48%	3.24%
LIHTC Credit				9,992,233	0
10 year value				0	0
Net rise \$/Tax Credit				0	0.96
Federal Credit Equity				9,206,657	
State Credit				3,687,191	
State Credit \$/credit				0.65	
State Credit Equity				2,500,674	
Total Net Equity to Project				11,709,312	

EXHIBIT K

FORM OF CERTIFICATE OF COMPLETION

Recording requested by and when recorded mail to:

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

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE 6103.27383

Space above this line for Recorder's use.

CERTIFICATE OF COMPLETION

This Certificate of Completion (this "**Certificate**") is made by the City of Rancho Cordova, a public body, corporate, and politic ("**Agency**") effective as of **MONTH, DAY, YEAR.**

RECITALS

A. City and Mercy Housing, a 501C3 not for profit corporation ("**Developer**") entered into that certain Disposition Development Agreement (the "**DDA**") dated as of **MONTH, DAY, YEAR**, concerning the development of certain real property located in Rancho Cordova, California and more particularly described in Exhibit A attached hereto (the "**Property**"). A Memorandum of the DDA was recorded in the Official Records of Sacramento County ("**Official Records**") as Instrument **No.** , **Book** , **Page** . Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the DDA.

B. Pursuant to Section 5.15 of the DDA, the City is required to furnish the Developer or its successors with a Certificate of Completion upon completion of development of the Project in accordance with the DDA.

C. The City has determined that the development of the Project has been satisfactorily completed in accordance with the DDA.

NOW, THEREFORE, the City hereby certifies as follows:

1. Development of the Project has been satisfactorily completed in conformance with the DDA.
2. All use, maintenance and nondiscrimination covenants contained in the DDA shall remain in effect and enforceable in accordance with the DDA. This Certificate does not constitute evidence of Developer's compliance

with those covenants in the Loan Agreement that survive the issuance of this Certificate, including without limitation, compliance with the Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants entered into pursuant to the Loan Agreement and recorded in the Official Records as Instrument No. , Book , Page .

3. This Certificate does not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a deed of trust securing money loaned to finance the Improvements or any part thereof and does not constitute a notice of completion under California Civil Code Section 3093.

4. Nothing contained in this instrument shall modify any provisions of the DDA or any other document executed in connection therewith.

IN WITNESS WHEREOF, the City has executed and issued this Certificate of Completion as of the date first written above.

**The City of Rancho Cordova,
a California municipal corporation**

By: FORM: DO NOT SIGN

Name:
Authorized Signatory

ATTEST:

By: FORM: DO NOT SIGN

APPROVED AS TO FORM:

By: FORM: DO NOT SIGN

Name:
Authorized Signatory

SIGNATURES MUST BE NOTARIZED.

Consideration of Disposition & Development Agreement (DDA) for Mather Veterans Village



Supportive Housing For California's Veterans

Housing Services Division
Reed Flory, Housing Services Administrator
July 23, 2013



Who is on the project team?

Sponsors:

City of Rancho Cordova

County of Sacramento

VA Hospital

Development Team:

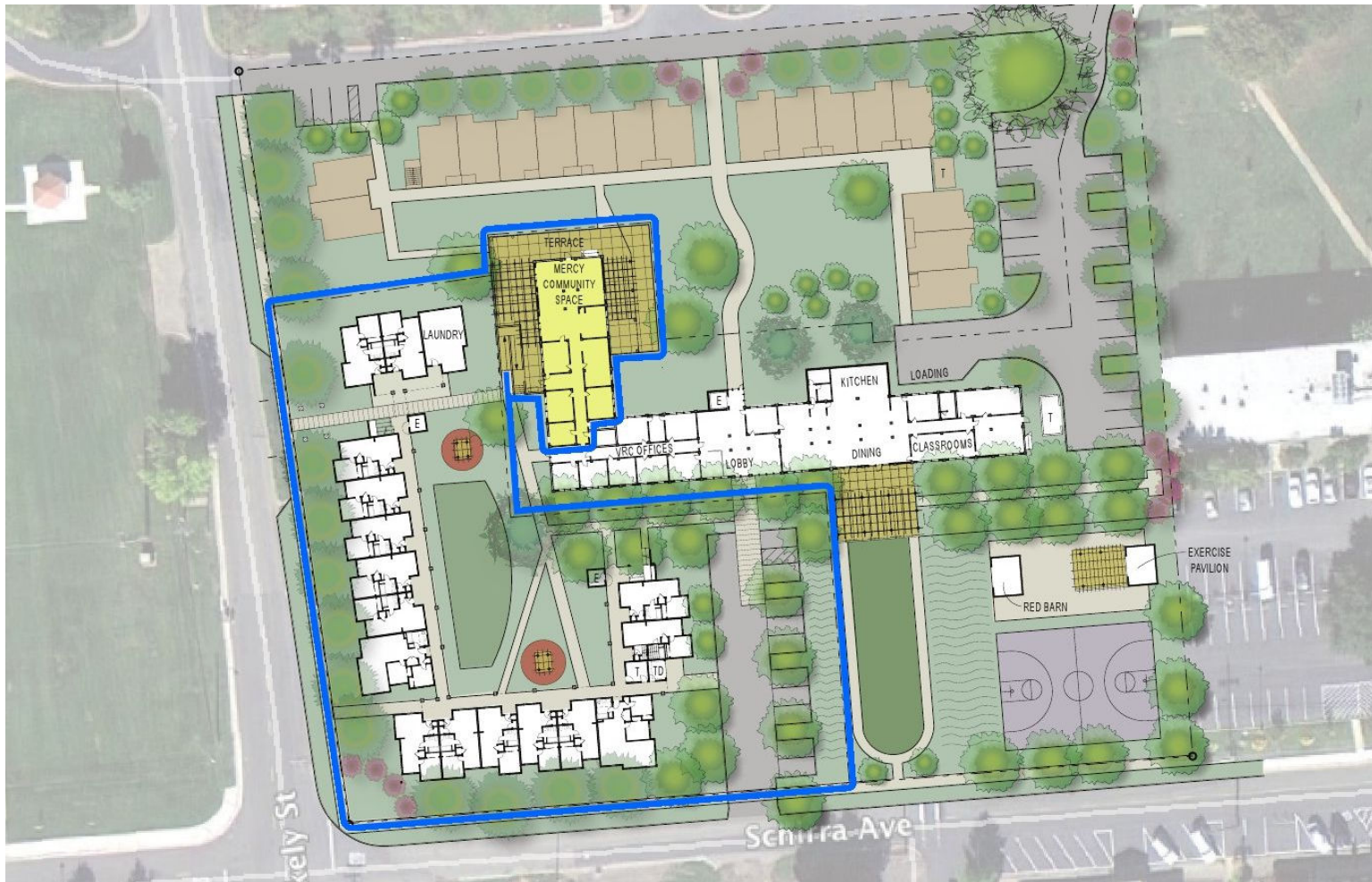
Mercy Housing

**Veterans Resource
Center of America**

**Mogavero Notestine
Associates**

Phase 1

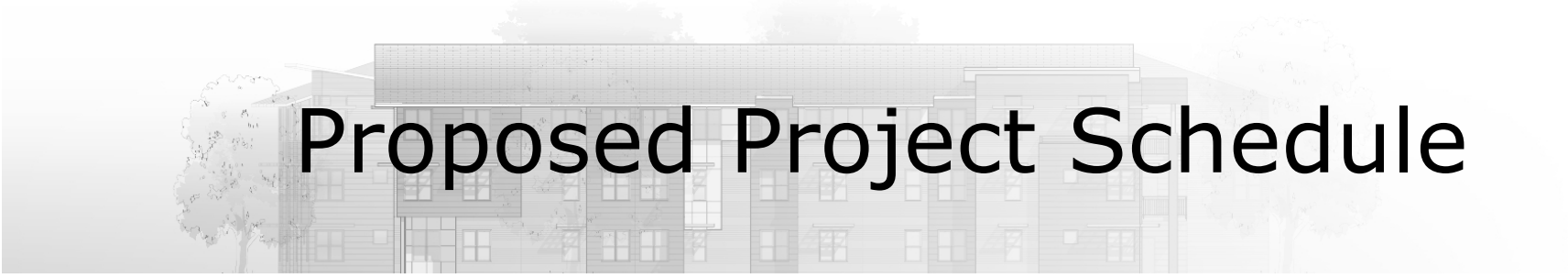
50 new units of permanent supportive housing





PROPOSED ACTION DOES THE FOLLOWING:

- **Conveys site control**
- **Formally commits \$2.0 million of Local Housing Trust Funds**
- **Spells out the rules of City relationship to developer**
- **Allows developer to compete for additional grant funding**
 - **\$1-\$2 million of State Infill Infrastructure grant funding**
 - **\$0.7 million grant from Home Depot**



Proposed Project Schedule

Site Control:	June, 2013	COMPLETED
Site Subdivided:	June, 2013	COMPLETED
Phase 1 & 2 Design Review:	July 15, 2013	COMPLETED
Approval of DDA:	July 23, 2013	
Tax Credit Submittal:	March, 2014	
Award of Tax Credits:	June, 2014	
Occupancy:	September, 2015	

MEMORANDUM

DATE: 7/23/2013

TO: Honorable Mayor and Council Members

FROM: Reed Flory, Housing Services Administrator,
Community Development Specialist

SUBJECT: 2013 Housing Element Update Submittal



RECOMMENDATION

INSTRUCT STAFF TO SUBMIT THE 2013 TECHNICAL UPDATE OF THE HOUSING ELEMENT TO STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) TO INITIATE FIRST 60 DAY REVIEW PERIOD.

RESULT OF RECOMMENDED ACTION

Staff will submit the draft 2013 Housing Element Technical Update to HCD for initial review and certification or conditional certification.

BACKGROUND

The Housing Element is one of the 7 required elements of a jurisdiction's General Plan. It is intended to be used to help jurisdictions identify housing need and plan for housing growth. The Housing Element update schedule is separate from the rest of the General Plan, and for the 2013 Housing Element update, has been increased to an eight year cycle (with a four year option for Housing Elements that fail to meet the certification requirements in a timely manner). The updating of the Housing Element is tied to the Regional Housing Needs Allocation (RHNA) which is published every eight years by the Sacramento Area Council of Governments (SACOG) and is a projection of residential growth throughout the area. SACOG provides jurisdictions in the region with RHNA numbers that explain how many extremely low-, very low-, low-, moderate-, and above moderate-income residential units the jurisdiction should plan for in the eight year development planning cycle. As the City of Rancho Cordova has a very large portion of developable land, the RHNA for the City is significant at 7,008 new units, and the City must, through the Housing Element, show how we will provide the capacity to meet that need.

The 2013 Housing Element update is different than many of the previous housing element updates in that it is supposed to be a technical update subject to HCD's new streamlined review process. HCD's streamlined process asked that jurisdictions make the necessary technical updates to their housing elements and then provide those to HCD in a tracked or highlighted changes format.

The City of Rancho Cordova created its first Housing Element in 2006 and completed its first update in 2008. The City created a fairly ambitious document in the first Housing Element, in part due to a housing market that was in full throttle, and in part as a response to the newness

of cityhood. The first Housing Element and the first Housing Element update included a vast amount of information that is not required to be included in the Housing Element by HCD. This information was invaluable as it provided both background of the housing issues and conditions in the city and vision for the coming new residential development. However, the sheer volume of information combined with the wide range of policies and actions worked to create a document that was comprehensive, but unwieldy. Additionally, as jurisdictions are required to report annually on the progress made against goals and policies in the Housing Element, with changing market conditions, and the elimination of redevelopment as a housing tool, the City found that it was under-performing against the actions and policies identified in the initial document.

With Council direction, staff undertook a streamlining of the Housing Element for the 2013 update that would eliminate outdated narrative, and completed goals and policies. Staff also recommends consolidating like goals and policies into workable programs, and updating the remaining goals and policies to reflect the current housing market and available funding. This streamline process was also an opportunity to remove language and data that, while valuable in the first Housing Element to provide context, was no longer necessary or applicable. There are four main reasons that information was deleted from the Housing Element. The following four points indicate what information was removed and why.

1. **Inconsistent Data.** Throughout the 2008 Housing Element there were comparisons between the City of Rancho Cordova, the County of Sacramento, and the State of California. These comparisons included a wide range of demographic data such as age, race, and household composition, housing condition, such as tenure and housing unit mix, and socio-economic metrics such as median household income, the percentage of population in poverty, and housing costs. All of these comparisons are regularly captured in other data reports provided to Council either semi-annually or annually. These reports include the Growing Strong Neighborhoods metrics, the data metrics provided at Council Retreats, and the metrics used to evaluate various other programs and policies. The data that staff use for these regular reports to council is always the most current available, to provide the best and most useful information to our decision-makers.

The 2013 Housing Element, on the other hand, does have a list of data and tables that are required by HCD, with a limited range of allowable data sources. As a result, the data used in the 2013 Housing Element is all from the 2006-2010 American Community Survey, or the 2010 Census – both of which are behind the data and projections used to inform Council in other reports. To prevent confusion over older data, staff removed the comparisons from the Housing Element in all tables that are captured and reported on in other venues or reports.

2. **Extraneous Data.** In an effort to capture the current state of the City's housing issues, the 2006 and 2008 Housing Elements included many tables that provided context to the City's housing conditions and history, but that were not required by HCD for certification of the Housing Element. These included tables and data such as:
 - a. Evaluation of statewide housing needs
 - b. Discussion of housing demand and supply in the State, County, and City
 - c. Increasing housing costs and decreasing homeownership (in reference to housing boom)
 - d. Analysis of the early phases of the housing boom and bust

- e. Growing income inequality
- f. Assessment of County's RHNA performance from previous cycles
- g. PLACE3S population growth projections
- h. List of large employers in the City of Rancho Cordova
- i. Sacramento County employment estimates
- j. Sacramento County occupational projections
- k. Redevelopment Area blight assessment
- l. Median housing resale prices and historic prices for Sacramento County
- m. Mobile home sales prices in Sacramento Area
- n. Proposed development projects (outdated development plans)
- o. Anatolia single family development fee estimates

Staff had a goal to streamline the Housing Element and provide a document that is user friendly, provided a simpler format for tracking performance, and was concise enough to be accessible to most readers. It was also important that the document be consistent within itself, but still provide enough information to guide developers and housing advocates. The above omitted data and tables, while interesting, were determined to be unnecessary by staff. Some were out of date, some provided information that was captured in better detail or context elsewhere in the document, and some were simply extraneous to the Housing Element policies discussion. Staff chose to remove these data and tables during the update process.

3. **Duplicated Data.** Due to the size and complexity of the first and second Housing Elements, two data summaries were included in the document to improve accessibility, one in the policies discussion and one as the introduction to the Housing Needs Analysis in Appendix A. As a result, data and narratives were repeated in multiple places through the document. Additionally, there were several tables and data points that were identified and discussed individually when they made better sense or had more context in combination with like data elements. The following items were either removed as duplicates (keeping the data in one place without additional summaries) or were combined with relevant data points to consolidate information:

- a. Rent to wage gap
- b. Analysis of the housing market
- c. Housing cost overpayment
- d. Housing overcrowding
- e. Evaluation of the homelessness population and their needs
- f. Preservation of at-risk affordable housing
- g. Provisions for assisted and special needs housing
- h. Local housing needs and community identified needs
- i. Income and poverty analysis
- j. Rancho Cordova employment analysis
- k. Existing housing stock characteristics
- l. Housing costs and affordability
- m. Housing development opportunities and constraints

All of the above data is consolidated in the Appendix A document, and can be found through the table of contents.

4. **Policy Consolidation.** The 2008 Housing Element had 7 goals, 32 policies, and 73 actions. These goals and policies followed a handful of similar themes, and frequently

referenced each-other to ensure comprehensive coverage of the different issues. To help make our goals, policies, and actions more accessible and feasible, staff, under Council recommendation, merged goals with like themes and eliminated a goal that was no longer considered a primary concern. Similarly, policies that shared themes or were similar in application were merged and policies that had been completed or that were no longer feasible due to changes in funding were removed. No new policies were added. The goals and policies changed are as follows:

- a. Goal 1 – Balance Employment and Housing – unchanged – policies consolidated to include the full scope of the Affordable Housing Plan program.
- b. Goal 2 – Neighborhood Preservation and Rehabilitation – Combines previous goals 2 and 3 to create a comprehensive rehabilitation and neighborhood revitalization program
- c. Goal 3 – Encourage Housing Opportunities – Originally goal 4, policies promoting conversion of troubled apartment complexes to condominium units were removed as infeasible, policies supporting housing opportunities for special needs groups were consolidated.
- d. Goal 4 – Pursue Sustainable Design – Originally goal 6 – retained as a HCD requirement.
- e. Goal 5 – Pursue Housing Resources – Originally goal 7 – retained as a HCD requirement.
- f. Original Goal 5 in the 2008 Housing Element – Sustainably Increase the Rate of Homeownership – was removed as completed. The original benchmark for the goal was to match owner to renter occupied housing ratios to the County and the State. The adjustments in the housing market, along with single family residential development completed after 2006 have balanced the City's tenure ratios to match the region.

These changes will be provided to HCD in a summary format to assist in the red-line technical review of the streamlined document. Submittal of this draft Housing Element will initiate a 60 day review and public comment period. If the document meets HCD's requirements and is consistent with the existing General Plan, HCD will provide the City with a certification at the end of the review period that signifies that the City's Housing Element has been successfully updated. The document will then be ready for council adoption. If the document substantially meets HCD's requirements but needs some additional editing, the City will be provided with a conditional certification and a timeline to make the required changes. Once the changes are made, the City will need to re-submit the Housing Element to HCD for a final certification prior to adoption. This will initiate a second 60 day review and public comment period. Staff's goal in revising the currently certified housing element was to retain the goals, policies, and actions that ensure compliance while streamlining the remainder of the document.

ATTACHMENTS

1. 2013 Draft Housing Element.
2. 2013 Housing Element Appendix A; Housing Needs Assessment.
3. 2013 Housing Element Appendix B; Review of Previous Housing Element.

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Appendix A: Housing Needs Assessment

Appendix B: Review of Previous Element

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INTRODUCTION

The City of Rancho Cordova incorporated in 2003 as a jobs-rich community with aging homes and apartments that did not serve the workforce. While quality new construction ownership units have been added to the City's housing stock, much of the older multi-family rental stock is reaching the end of its economic life. Rancho Cordova's housing and rental prices are generally more affordable than most areas of the region. The City strives to ensure that new development will complement existing communities and that the mix of housing in the future will match the community's housing needs.

Rancho Cordova is committed to a balanced housing strategy that considers the wide-ranging issues associated with housing. In pursuing this strategy, we recognize that housing is many things to many people:

- To the individual or family, housing is a safe shelter, a place for family, an investment, a sense of identity, a place to play/recreate, and a place to learn.
- To the community, housing is neighborhoods, community identity, sense of place, history, culture, and diversity, and a reflection of how people live and circulate.
- To the City, housing is civic pride, quality of life, diversity and unity, and an opportunity to ensure a livable, walkable, and sustainable community.
- To Economic Development, housing establishes market conditions, supports a diverse workforce, and attracts business leaders.
- To the developer, housing is a financial commitment, livelihood, commitment to creating built environment, and identity/reputation.
- To special needs populations, housing is quality of life, programs to support a lifestyle, opportunities, access, and choices.
- To schools, housing provides a stable environment for students that supports successful educational programs.

This Housing Element reflects the City's desire to address our unique housing needs in a manner that creates and sustains a balanced community.

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PURPOSE OF THE HOUSING ELEMENT

The purpose of the Housing Element is to identify housing solutions that solve our local housing problems and to satisfy the Regional Housing Needs Allocation (RHNA, discussed in detail on page 3) requirements. The City recognizes that housing is a need that is met through many resources and interest groups. This Element establishes the local goals, policies, and actions (programs) the City will implement and/or facilitate to solve our identified housing issues.

State Housing Element law requires the Housing Element to be consistent and compatible with other General Plan elements. The Housing Element should provide clear housing policy direction for making decisions pertaining to zoning, subdivision approval, housing allocations, and capital improvements. State law (Government Code Section 65580 through 65589) mandates the content of the Housing Element and requires an analysis of:

- Population and employment trends;
- The City's fair share of the regional housing needs;
- Household characteristics;
- Land suitable for residential development;
- Governmental and non-governmental constraints on the improvement, maintenance, and development of housing for all income levels;
- Special housing needs;
- Opportunities for energy conservation; and
- Publicly assisted housing developments that may convert to non-assisted housing developments.

The purpose of these requirements is to develop an understanding of the existing and projected housing needs within the community and to set forth policies and schedules promoting the preservation, improvement, and development of diverse housing types available at a range of costs in Rancho Cordova.

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ISSUES AND CONSIDERATIONS

The Housing Element establishes policies and programs to address the housing concerns listed below, which were identified during the preparation of this General Plan:

- Improving the condition of existing older apartments.
- Enhance the livability of existing, older neighborhoods.
- Facilitate reinvestment in existing neighborhoods as a catalyst for change.
- Incentivize the development of executive housing.
- Ensuring that housing is available for and in proximity to the City's workforce.
- Promoting economic vitality through a balance of residential and employment land uses.
- Providing a range of housing choices that meet the needs of our residents.
- Supporting special needs housing – seniors, veterans, and persons with disabilities.
- Integrating mixed-income housing throughout the community, but with special attention to our newly developing Specific Plan areas.

HOUSING NEEDS

Planning for housing needs is very important at the statewide, regional, and local levels. For the last 35 years in the United States, the gap between incomes and housing costs has dramatically widened. Despite the recent fluctuations in the housing market resulting from the housing boom and bust, housing affordable to low-, very low-, and extremely low-income is still in critically short supply, as evidenced by the demand for subsidized housing and housing vouchers that far outstrips the supply. Additionally, the stall in the home building industry that resulted from the recession that followed the housing bust in 2007-2008 resulted in fewer new homes built, and many cities are experiencing a housing shortage as the economy and the housing market recovers.

REGIONAL HOUSING NEEDS

The first step in addressing state housing needs is the Regional Housing Needs Plan (RHNP), which is mandated by the State of California (Government Code, Section 65584) and requires regions to address housing issues and needs based on future growth projections

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for the area. The State Department of Housing and Community Development (HCD) allocates regional housing needs numbers to regional councils of governments throughout the state. The RHNP for the Sacramento area is developed by the Sacramento Area Council of Governments (SACOG) which allocates to cities and the unincorporated county their “fair share” of the region’s projected housing needs, also known as the Regional Housing Needs Allocation (RHNA). The RHNP allocates the RHNA based on household income groupings over the eight-year planning period for each specific jurisdiction’s Housing Element.

**TABLE H-1
REGIONAL HOUSING NEEDS ALLOCATION**

Jurisdiction	Extremely Low	Income Level				Total
		Very Low	Low	Moderate	Above Moderate	
Citrus Heights	10.5%	10.5%	14.7%	18.7%	45.7%	696
Elk Grove	13.7%	13.7%	19.3%	18.6%	34.6%	7,402
Folsom	13.1%	13.1%	18.4%	18.6%	36.7%	4,633
Galt	9.6%	9.6%	13.4%	18.6%	48.7%	679
Rancho Cordova	11%	11%	15.4%	18.6%	44%	7,008
Isleton	8.7%	8.7%	13%	17.4%	52.2%	23
Sacramento	10.3%	10.3%	14.4%	18.6%	46.5%	24,101
Unincorporated County	11.4%	11.4%	15.9%	18.6%	42.7%	13,844
Sacramento County Total	11.3%	11.3%	15.8%	18.6%	43%	58,386

Source:: SACOG, Regional Housing Needs Plan for Sacramento County

The intent of the RHNP is to ensure that local agencies not only address the needs within their jurisdictions but also provide for the housing needs for the entire region. Additionally, a major goal of the RHNP is to assure that every community provides an opportunity for a mix of affordable housing to all economic segments of its population. The RHNP jurisdictional allocations are made to ensure that an adequate number of sites with appropriate zoning are provided to address existing and anticipated housing demands during the planning period and to assure that market forces are not inhibited in addressing the housing needs for all facets of a particular community. Table H-2 provides the RHNA target for the planning period 2013 to 2021 (also referred to as “basic construction needs”) for each of the five household income groups for the City of Rancho Cordova.

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**TABLE H-2
CITY OF RANCHO CORDOVA REGIONAL NEEDS
ALLOCATION FOR 2013-2021**

Income Group	2013-2021 RHNA
Extremely Low	770 units
Very Low	770 units
Low	1,079 units
Moderate	1,303 units
Above Moderate	3,087 units
Total	7,008 units

Source:: SACOG, Regional Housing Needs Plan for Sacramento County; City of Rancho Cordova.

Based on the state allocation needs, the City of Rancho Cordova will need to demonstrate the capacity, based on appropriately zoned land, to accommodate 770 housing units affordable to extremely low-income households, 770 housing units affordable to very low-income households, and 1,079 housing units available to low-income households during the current RHNA period. In addition, the City will have to demonstrate the capacity to accommodate 1,303 housing units available to moderate-income households and 3,087 housing units available to above moderate-income households.

Since the 2008 Housing Element, the City of Rancho Cordova has added 17 housing units affordable to extremely low-, very low- and low-income households. The City has also produced 636 housing units affordable to moderate-income and above moderate-income households. In order to determine the current land availability to meet the RHNP for the City, HCD considers the existing land “zoned” for residential single- and multi-family development.

While the Land Use Element establishes additional opportunities for mixed-use development including multi-family residential uses, the analysis reflects only those lands currently zoned for such in the City. Zoning designations include areas within adopted Specific Plans and Special Planning Areas designated for residential or mixed-use development. The City of Rancho Cordova currently has 106.82 acres of vacant and under-utilized land available for multi-family residential development. The acreage would have capacity for 2,898 units. Development is based on an average of the density range and a consideration of site constraints. Sites with multiple use designations, such as

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commercial/multi-family and office/multi-family, are considered appropriate sites to accommodate future multi-family uses.

The City has 713.87 acres of vacant land available for single-family development. The majority of vacant land in the City is zoned RD-4, -5, -7, and -10 and can accommodate an additional 5,567 single-family homes.

There are also several development projects in various phases of entitlements that could add significant residentially zoned land. In addition to the City's vacant land area, the adopted Folsom Boulevard Specific Plan (FBSP) development strategy will focus efforts on the promotion of new infill development, redevelopment of underutilized properties, and the revitalization of existing development along the Folsom Boulevard corridor.

Table H-3 describes the means by which the City of Rancho Cordova plans to meet the RHNA obligation. See Maps A-1 and A-2 in the appendix for additional information.

**TABLE H-3
RHNA ANALYSIS**

RHNA	EL/VL/L	M	AM
	2,618	1,303	3,087
Vacant Infill			
Sunrise North		20	
Mather RDA	241	45	
Folsom Boulevard	357		
Countryside/Lincoln Village	92	3	
Williamson Ranch		34	
Annexation Sites	425	101	
Bradshaw and Highway 50		29	
Under-Utilized Infill			
Town Center TOD	218		
Folsom Boulevard New Markets		124	
Mather RDA	160		
Greenfield			
Capitol Village SPA		461	
Villages of Zinfandel SPA	368	275	
SunCreek SP	725	82	581

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	EL/VL/L	M	AM
RHNA	2,618	1,303	3,087
Rio Del Oro SP	312	648	816
The Ranch @ Sunridge		80	120
Sunridge Park		78	
Anatolia II	66	170	
Anatolia III			286
Anatolia IV		203	
Montelena		66	655
Sunridge Lot J		35	179
Douglas 103		43	51
Douglas 98			280
North Douglas		62	603

Pending Projects

Horizons @ New Rancho	48		
Total	3,012	2,559	3,571
Surplus/(Shortfall)	394	1,256	484

RELATIONSHIP TO OTHER GENERAL PLAN ELEMENTS

State law requires that “...the general plan elements and parts thereof comprise an integrated, internally consistent, and compatible statement of policies....” The purpose of requiring internal consistency is to avoid policy conflict and provide a clear policy guide for the future maintenance, improvement, and development of housing within the City.

The Housing Element of the Rancho Cordova General Plan spans an eight-year time period and focuses on the city limits, while the overall Rancho Cordova General Plan includes goals and policies that will direct the City as well as the Rancho Cordova Planning Area over a 20-year period or longer. According to HCD, cities and counties located in SACOG’s jurisdiction were required to submit their adopted Housing Element to HCD by October 31, 2013, for the planning period 2013 through 2021. Pursuant to state law, the Housing Element will be updated for each subsequent planning period established by the state.

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GOALS, POLICIES, AND ACTIONS

The purpose of this section is to provide a plan for meeting the housing needs of the existing and future residents of Rancho Cordova. The plan includes goals, policies, and actions directed toward the preservation, improvement, and development of a range of housing types and choices affordable to all income ranges in Rancho Cordova. Specifically, the goals, policies, and actions are designed to address the housing needs identified in the Housing Needs Assessment of this Housing Element. The housing program provides a foundation upon which detailed housing activities can be developed and implemented. The Housing Element includes the following goals:

- Goal H.1: Balance Employment and Housing
- Goal H.2: Neighborhood Preservation and Rehabilitation
- Goal H.3: Encourage Housing Opportunities
- Goal H.4: Pursue Sustainable Design
- Goal H.5: Pursue Housing Resources

GOAL H.1 – SEEK A BALANCE OF HOUSING OPPORTUNITIES APPROPRIATE FOR THE RANGE OF JOBS AVAILABLE AND PLANNED IN THE CITY.

Policy H.1.1 – Improve the City’s jobs-housing balance through ensuring that housing development in Rancho Cordova provides opportunities for all income levels in order to serve the full range of available and projected jobs in the City.

- **Action H.1.1.1** – The City will work with the Economic Development Department to inquire with larger employers in the community to determine salary information and employee preference regarding housing type.

Funding Source:	General Fund
Responsible Agency:	Economic Development Department
Time Frame:	Inquire with employers once every two years.

Policy H.1.2 – Maintain adequate sites that support a range of housing types appropriate for the City’s housing needs, taking into account employment projections, household growth, and the City’s share of regional housing needs.

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- **Action H.1.2.1** – Residential development projects of 100 gross acres or more shall include a minimum of 7 percent of the total project residential developable acreage (net) for residential uses of 30 units per acre or higher. This minimum high density acreage requirement is calculated to satisfy projected RHNA to the City. Additionally the City will require a minimum of 5 percent for residential uses of 10 units per acre or higher. Development projects with a requirement of less than 5 acres in either or both categories may opt to designate land off-site, if deemed appropriate for the project. If projects propose densities higher than the identified density, the required acreage shall be decreased accordingly.

For example, if a project is required to provide 15 acres at 30 units per acre, that project could alternatively provide 11.25 acres at 40 units per acre. Similarly, if the project's requirement for land with density of 10 units per acre was 6 acres, the project could alternatively provide 4 acres at 15 units per acre.

For the purpose of satisfying the 7 percent for land uses at or above 30 units per acre, sites must meet the following requirements:

- Sites must be zoned exclusively residential.
- Acres used to satisfy RHNA requirements will be required to maintain set minimum densities.
- Sites must be of sufficient size to accommodate a minimum of 16 units per site.
- Sites must be proximate to public transportation routes which provide ready access to fixed rail.

Funding Source: General Fund, VLIHF
 Responsible Agency: Planning Department, Housing Services Division
 Time Frame: Ongoing, as residential applications are received.

Policy H.1.3 – Promote a broader range of housing options for executives.

- **Action H.1.3.1** – The City's Zoning Code accommodates and facilitates the development of executive housing options in Specific Plans and large subdivisions (500+ units) in the Rural Residential (RR) and the Estate Residential (ER) zones.

Funding Source: General Fund
 Responsible Agency: Planning Department

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Time Frame: Ongoing, as projects are possessed through the Planning Department.

Policy H.1.4 – Promote higher density housing in close proximity to transit, employment, and appropriate services, such as transit-oriented development.

- **Action H.1.4.1** – As part of an ongoing effort to promote transit oriented development the City will coordinate with regional partners to incentivize the production of housing for persons living and working in same community.

Funding Source: General Fund

Responsible Agency: Public Works, Housing Services Division, Planning, and Economic Development departments

Time Frame: The City will coordinate efforts to apply for funding for transit-oriented developments as Notices of Funding Available (NOFAs) are released and will create project requirements and incentives to encourage reduced auto use in transit nodes.

Policy H.1.5 – Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project's plan for providing affordable housing.

- **Action H.1.5.1** – The City has established the following guidelines to provide direction for the review of Affordable Housing Plans associated with individual development projects and to provide direction for the preparation of an Affordable Housing Ordinance if one is to be developed.
 - The Affordable Housing Plan shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement.
 - The Affordable Housing Plan shall specify and include the following:
 - A projection of the number of dwelling units that will be developed as affordable to extremely low-, very low-, low-, moderate-, and above moderate-income households.

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- The number of affordable ownership and rental units to be produced. Such split shall be approved by the City Council based on housing needs, market conditions, and other relevant factors. The split of ownership and rental units shall be addressed within the Plan of each individual project.
- Program options within project-specific Affordable Housing Plans may include but are not limited to the following:
 - Actual production (on-site or off-site) of affordable units (including ownership and rental opportunities in the form of corner units, halfplexes, duplexes, cottages, creative alternative housing products, etc.).
 - Land dedication (on-site and off-site).
 - Rehabilitation of existing residential structures located within existing City neighborhoods.
 - Payment of in-lieu fees.
- The timing for completion of affordable housing obligations includes the following considerations:
 - For projects proposing to construct affordable housing units or to renovate existing dwellings, the City generally supports construction/renovation of affordable dwellings concurrent with the construction of market-rate housing when feasible.
 - For projects providing alternative contributions (land dedication, funds, etc.), timing of such contributions shall be identified in the project specific Affordable Housing Plan, with the expectation that the City will pursue construction of affordable units generally concurrent with construction of project market-rate housing.
- At the City Council's discretion, land or other contributions provided by developers as specified within project-specific Affordable Housing Plans may be utilized to augment City efforts and the efforts of its nonprofit partners to provide affordable housing opportunities to all income levels throughout the community. The City will

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pursue supplemental funding to allow affordability to households earning less than 50 percent of area median income.

- In order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans. Possible incentives may include, but are not limited to:
 - Density bonuses
 - Fee waivers or deferrals (as reasonably available)
 - Expedited processing/priority processing
 - Reduced parking standards
 - Technical assistance with accessing funding
 - Modifications to development standards (on a case-by-case basis)

Funding Source: General Fund
Responsible Agency: Housing Services Division, Planning, and Economic Development Departments
Time Frame: The Affordable Housing Plan obligations will be implemented as projects are received by the Planning Department.

- **Action H.1.5.2** – Together with the developer and nonprofit partners, the City will use maximum efforts to seek available resources to support the construction of affordable housing production, including but not limited to state and federal housing programs and the City programs such as the City’s non-residential linkage fee (Very Low-Income Housing Trust Fund).

Funding Source: State and federal housing programs and the City programs such as the City’s non-residential linkage fee (Very Low-Income Housing Trust Fund)
Responsible Agency: Housing Services Division, Planning, and Economic Development Departments
Time Frame: Apply for funding as available.

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GOAL H.2 – ENCOURAGE THE IMPROVEMENT, REHABILITATION, AND REVITALIZATION/REINVESTMENT OF THE CITY’S EXISTING RESIDENTIAL NEIGHBORHOODS

Policy H.2.1 – Provide neighborhood revitalization in existing areas through housing rehabilitation (owner- and renter-occupied units).

Action H.2.1.1 – The City shall continue to apply for federal and state funds to fund the City’s housing rehabilitation program to assist in the improvement of owner- and renter-occupied housing units in the City. Funding Source: Community Development Block Grant (CDBG), or other funds (as funding becomes available to the City)

Responsible Agency: Housing Services Division, Neighborhood Services Division and Economic Development Department

Time Frame: Apply for funding as Notices of Funding Available (NOFAs) are released.

- **Action H.2.1.2** – Continue the use of the City’s Emergency Repair Program to provide health and safety repairs for households falling in the extremely low-, very low-, and low-income ranges. This is a grant for mobile home owners and single family homeowners to address immediate health and safety problems.

Funding Source: Community Development Block Grant (CDBG), or other funds (as funding becomes available to the City)

Responsible Agency: Housing Services Division, Neighborhood Services Division and Economic Development Department

Time Frame: The City will provide loans as funding becomes available each year.

- **Action H.2.1.3** – Support churches and service clubs who organize semi-annual community improvement days by providing information about the event at City Hall and on the City’s website. Continue to make information available to the community about other revitalization programs including but not limited to Blight Busters, the Neighborhood Improvement Program, SMUD, and the Sacramento Tree Foundation.

Funding Source: Community Development Block Grant (CDBG), or other funds (as funding becomes available to the City)

Responsible Agency: Housing Services Division, Neighborhood Services Division and Economic Development Department

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Time Frame: Ongoing, as community improvement days occur and new programs become available.

- **Action H.2.1.4** – Continue to identify the most troubled multi-family projects (in terms of law enforcement, code enforcement, and blight conditions) and aggressively pursue the transformation or conversion of such properties into uses that move the community into a more balanced housing market and that will not result in the loss of existing affordable housing units subsidized with federal, state, or local funds.

Funding Source: HOME Program and CDBG Program

Responsible Agency: Housing Services Division and Neighborhood Services Division

Time Frame: Ongoing.

- **Action H.2.1.5** – Continue to implement the Crime Prevention Through Environmental Design (CPTED) standards through the design review process.

Funding Source: General Fund

Responsible Agency: Planning and Building Departments

Time Frame: Implemented as part of the project processing and review of individual development applications.

Policy H.2.2 – Continue to implement the Folsom Boulevard Specific Plan. .

- **Action H.2.2.1** – Continue to identify opportunities on Folsom Boulevard for revitalization that will improve the Folsom Boulevard corridor, especially targeting the following:

- Residential reuse of old motels along Folsom Boulevard; and
- Underutilized, blighted, and/or vacant shopping centers on Folsom Boulevard to increase mixed use and reuse in that corridor.

Funding Source: General Fund

Responsible Agency: Housing Services Division, Neighborhood Services Division, and Economic Development Department

Time Frame: Mixed-use and revitalization opportunities are currently being developed through the Folsom Boulevard Specific Plan.

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Policy H.2.3 – Ensure that existing housing stock within the City is maintained and remains habitable in order to assist in meeting the housing needs of the community.

- **Action H.2.3.1** – Continue implementing the Housing Stock Conservation Fee which is an annual fee collected on business licenses for multi-family properties. This program **supports** targeted inspections by the Neighborhood Services Division to enforce higher standards for building maintenance, parking requirements, and landscaping.

Funding Source: CDBG Funds, Redevelopment Funds, General Fund
 Responsible Agency: Housing Services Division and Neighborhood Services Division
 Time Frame: Annually

Policy H.2.4 – Preserve housing units at risk of losing affordability status for units that are subsidized with federal, state, or local funds.

- **Action H.2.4.1** – The City will continue to undertake the following programs and activities during the planning period of the Housing Element. The Housing Services Division and Neighborhood Services Division will implement these efforts. The efforts listed below represent a varied strategy to mitigate potential loss of “at-risk” units due to conversion to market-rate units. These local efforts utilize existing City and local resources. They include efforts to secure additional resources from the public and private sector should they become available.
 - Monitor owners of at-risk projects on an ongoing annual basis, in coordination with other public and private entities to determine their interest in selling, prepaying, terminating, or continuing participation in a subsidy program.
 - Maintain and annually update the inventory of “at-risk” projects through the use of existing databases (e.g., California Housing Partnership Corporation (CHPC), HUD, State HCD, and California Tax Credit Allocation Committee).
 - Take all necessary steps to ensure that a project remains in or is transferred to an organization capable of maintaining affordability restrictions for the life of the project, including proactively ensuring notices to qualified entities, coordinating an action plan with qualified entities upon notice, and assisting with financial resources or supporting funding applications.

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- Ensure projects are monitored to see if they are subject to other State or local requirements regarding the provision of assistance to displaced tenants.
- Annually monitor local investment in projects that have been acquired by non-profit or for-profit entities to ensure that properties are well managed and maintained and are being operated in accordance with the City's property rehabilitation standards.
- Work with owners, tenants, and nonprofit organizations to assist in the nonprofit acquisition of at-risk projects to ensure long-term affordability of the development. Annually contact property owners, gauge interest, and identify nonprofit partners and pursue funding and preservation strategy on a project basis.
- Annually meet with stakeholders and housing interests to participate and support, through letters and meetings and technical assistance, local legislators in federal, state, or local initiatives that address affordable housing preservation (e.g., support state or national legislation that addresses at-risk projects, support full funding of programs that provide resources for preservation activities).
- Use available financial resources to restructure federally assisted preservation projects, where feasible, in order to preserve and/or extend affordability.
- Annually identify funding sources for at-risk preservation and acquisition rehabilitation and pursue these funding sources at the federal, state, or local levels to preserve at-risk units on a project-by-project basis.

Funding: LIHTF, CDBG

Responsible Agency: Housing Services Division and Neighborhood Services Division

Time Frame: Annually

- **Action H.2.4.2** – Work with interested individuals, nonprofit housing corporations, and for-profit developers to acquire rental housing projects in need of rehabilitation, and transfer ownership, when necessary, to maintain the affordability of the units to low-income households.

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Funding Source:	General Fund, Very low-income fund and other subsidies as available
Responsible Agency:	Housing Services Division
Time Frame:	Ongoing

GOAL H.3 – PROMOTE HOUSING DIVERSITY THROUGH PROVIDING A RANGE OF HIGH-QUALITY HOUSING CHOICES FOR THE COMMUNITY, INCLUDING SINGLE-FAMILY HOMES, DUPLEXES, TOWNHOMES/CONDOMINIUMS, LIVE-WORK UNITS, MIXED-USE, MULTI-FAMILY, EXECUTIVE HOUSING, AND MOBILE HOMES, THAT SERVE ALL HOUSEHOLDS, RANGING FROM THE WORKFORCE TO EXECUTIVES TO SENIORS AND OTHER SPECIAL NEEDS GROUPS.

Policy H.3.1 – Ensure that neighborhoods are developed in a balanced, sustainable manner, avoiding over-concentration of affordable housing or oversized rental complexes and providing a range of housing prices and rents.

- **Action H.3.1.1** – Continue to review other local jurisdictions’ programs that spread a range of housing types throughout the jurisdiction.

Funding Source:	General Fund
Responsible Agency:	Housing Services Division
Time Frame:	Ongoing

- **Action H.3.1.2** - The City has identified sites B-1, B-2, L-1, L-2, and L-3, in the Land Inventory (see Tables A-18, A-19, and A-20 in the Appendix) as appropriate to meet a portion of the City’s RHNA. These sites are mixed use sites and require a Conditional Use Permit to allow for residential development. The CUP requirement ensures that the commercial uses are compatible with residential development. The sites already meet the location and environmental requirements of the CUP and therefore applications on these sites will be expedited.

Funding Source:	General Fund
Responsible Agency:	Planning Department
Time Frame:	Annually monitor the CUP process to ensure it doesn’t pose a constraint to any of the sites listed above.

Policy H.3.2 – Provide a range of senior housing opportunities, including senior developments with single-story homes, independent living, assisted living, skilled nursing, and shared housing, and pursue opportunities and funding to convert existing apartment complexes to senior housing facilities.

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- **Action H.3.2.1** – Research feasibility of converting existing multi-family rental housing to senior housing facilities, such as a congregate care or assisted living facility.

Funding Source: General Fund

Responsible Agency: Planning Department, Housing Services Division, Building Department, and Sacramento Metro Fire District

Time Frame: Evaluate the feasibility of converting units as sites are identified and funding becomes available.

Policy H.3.3 – Provide housing for the special needs populations, including housing accessible for persons with disabilities (including veterans as a primary target group), large households, the homeless, and single-parent households.

- **Action H.3.3.1** – Provide accessibility in housing for persons with physical and developmental disabilities by implementing state and federal requirements by undertaking the following actions:
 - Review regulations and procedures for City-funded or City-operated housing programs to ensure that they do not exclude participation by persons with physical and developmental disabilities.

Funding Source: General Fund

Responsible Agency: Planning Department, Building Department, and Housing Services Division

Time Frame: Ongoing. Provide accessibility in housing for persons with disabilities as projects are processed through the Planning Department.

- **Action H.3.3.2** – Provide incentives for the development of single-room occupancy (SRO) and supportive housing units for identified special needs groups. Incentives may include fee deferrals, reduced parking requirements, density bonus, priority permit processing, technical assistance in project processing, and accessing funding for the special needs. SROs are allowed with a conditional use permit in the RD-20, RD-25, RD-30, and high density residential (HDR) zones. To ensure development standards do not constrain the development of SROs, the City will evaluate adopting development standards which may include:
 - 24-hour on-site management
 - Room limitation to single occupancy, with allowance for overnight guests

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- Requirements for monthly tenancies
- Units must be 250–300 square feet in size and include kitchen or bathroom
- Parking ratio of one space per unit or less, and bicycle rack storage of one rack per 5 units

The Planning Department and Housing Services Division will review development standards to see if they act as a constraint as SRO applications are submitted.

Funding Source: General Fund, VLITF, CDBG
 Responsible Agency: Housing Services Division and Planning Department
 Time Frame: Implemented as part of project processing and review of individual development applications

- **Action H.3.3.3** – Participate in regional coordination for homeless services and facilities. The City will continue to support existing facilities and programs (including financial support when appropriate and necessary) and permit homeless facilities in the Office/Industrial/Mixed Use (OIMU) and the Light Industrial Business Park (LIBP) zones. The City will permit and continue to allow transitional and supportive housing in all residential zones subject to the same restrictions that apply to other residential uses of the same type in the same zone. .

Funding Source: General Fund, State Emergency Shelter Program, HUD, other specialized funding
 Responsible Agency: Housing Services Division
 Time Frame: Participate in regional coordination on an annual basis.

Policy H.3.4 – The City will continue to promote equal housing opportunity for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, disability, familial status, source of income, or sexual orientation.

- **Action H.3.4.1** – The City will continue implementation of its Fair Housing Plan that works to affirmatively further fair housing. The Plan is part of a new fair housing effort that the City began in fiscal year 2012-2013, and includes:
 - Production, marketing, and distribution of fair housing materials, and marketing in non-English languages
 - Fair housing case intake, and routing of fair housing complaints through the City's Fair Housing Representative

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- Routing of potential fair housing cases to the appropriate entities, including Sacramento Self-Help Housing, HUD, California Department of Fair Employment and Housing, Legal Services of Northern California, and the California Department of Consumer Affairs, etc.
- Strategic implementation of activities and programs intended to address the impediments to fair housing identified in the City's Analysis of Impediments to Fair Housing (AI) completed in 2010.

Funding Source: General Fund, CDBG funds
 Responsible Agency: Housing Services Division
 Time Frame: Ongoing

- **Action H.3.4.2** – Per Chapter 1.1.0 of the Zoning Code (Entitlements), the City will allow requests for reasonable accommodation in regard to relief from the various land use or zoning rules, policies, practices, and/or procedures that may be necessary to ensure equal access to housing designed for, intended for occupancy by, or with supportive services for individuals with disabilities as required in the Zoning Code.

Funding Source: General Fund
 Responsible Agency: Planning Department
 Time Frame: Ongoing

GOAL H.4 – PURSUE SUSTAINABLE DEVELOPMENT AND ENERGY EFFICIENCY FOR NEW RESIDENTIAL DEVELOPMENT AND EXISTING HOUSING STOCK.

Policy H.4.1 – Require energy efficiency in the design and construction of housing developments through implementation of the State Energy Conservation Standards (Title 24). The long-term economic and environmental benefits of energy efficiency shall be weighed against any increased initial costs of energy saving measures. Encourage sustainable development by reducing energy use.

- **Action H.4.1.1** – Partner with SMUD and PG&E to develop model programs for energy efficiency in new development without increasing costs to the homebuyer, and post and distribute information on currently available weatherization and energy conservation programs to residents and property owners as well as encourage participation in SMUD's photovoltaic (solar), energy efficiency, peak reduction, and other comparable programs. The City will distribute information through the City's newsletter, annual mailings in City utility billings, distribution of program information to community organizations and at municipal offices, and postings on

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the City's website. To best capture the ethnic diversity of the community, information will be available in the four major languages used in the community and other languages on demand.

Funding Source: General Fund
 Responsible Agency: Planning and Building Departments
 Time Frame: Ongoing

GOAL H.5 – PURSUE PUBLIC AND PRIVATE RESOURCES AVAILABLE TO PROMOTE DIVERSE HOUSING OPPORTUNITIES, AND PARTICULARLY TO ASSIST IN THE CREATION OF WORKFORCE HOUSING AND SPECIAL NEEDS HOUSING.

Policy H.5.1 – Partner with private organizations to encourage housing investment in the City.

- **Action H.5.1.1** – Consider creating a local housing foundation/trust that may be funded by for profit and non-profit partners as well as major employers as well as funding from potential in-lieu fees and land grants from new developments.

Funding Source: General Fund
 Responsible Agency: Economic Development Department
 Time Frame: Determine viability of creating a local housing trust fund by end of fiscal year 2014.

Policy H.5.2 – Pursue state and federal funding sources needed to achieve the desired range of housing choice.

- **Action H.5.2.1** – Pursue available and appropriate state and federal funding sources to support efforts to meet new construction needs of extremely low-, very low-, low-, and moderate-income households. Appropriate sources of funding will be determined on a case-by-case basis. (See Program Timeframe and Potential Funding below.) The City will collaborate with nonprofit organizations and agencies such as Northern California Construction Training, Community Housing Opportunity Corporation. Potential funding sources for this program will include the CDBG, HOME, CalHome, and BEGIN programs, the state Multi-Family Housing Program, California Housing Finance Agency programs (such as HELP), tax exempt bond financing, low-income housing tax credits, the Federal Home Loan Bank Affordable Housing Program, and various other HUD programs for special needs groups.

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Funding Source: Economic Development Initiations Grant (EDI) CDBG, HOME, CalHome, BEGIN, Multi-Family Housing program, California Housing Finance Agency), HELP Program, HUD Program Section 221(d), Section 202 (elderly), Section 811 (persons with disabilities), Federal Home Loan Bank, Tax Exempt Bonds, Low-Income Housing Tax Credits (state and federal), and Housing Tax Increment Funds, Workforce Housing Reward Program Funds

Responsible Agency: Housing Services Division

Time Frame: Ongoing. The City will apply for all of the above loans and grants as Notices of Funding Available (NOFAs) are released from HCD.

- **Action H.5.2.2** – Work with financial institutions serving Rancho Cordova to solicit interest in providing financing for extremely low-, very low-, low-, and moderate-income housing as part of their responsibilities under the Federal Community Reinvestment Act (CRA). The City will seek specific lending commitments to be used in conjunction with state and federal funds. The City will work with interested lending institutions and developers to use existing CRA-funded programs through the Federal Home Loan Bank Board and the Federal Reserve Bank Board.

Funding Source: CDBG, HOME and other funds (as funding becomes available to the City)

Responsible Agency: Housing Services Division

Time Frame: Meet with financial institutions serving Rancho Cordova regularly to determine what funding is available for lower-income households.

Policy H.5.3 – Cooperate with affordable housing providers and provide regulatory and financial incentives to develop, acquire, rehabilitate, and/or manage housing affordable to extremely low-, very low-, low-, or moderate-income households.

- **Action H.5.3.1** – To promote the development of affordable housing, the City will market available incentives by advertising on the City's website, publishing brochures and making referrals. The incentives for developers may include:
 - Financial assistance (based on availability of housing funds)
 - Expedited development review

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- Streamlined processing
- Density bonuses

Given equal quality of design, priority will be given to projects containing units affordable to extremely low and very low-income households.

Funding Source: General Fund
 Responsible Agency: Housing Services Division and Planning Department
 Time Frame: Offer incentives as projects are processed through the Planning Department.

Policy H.5.4 – Require non-residential development to provide for the affordable housing needs generated or contributed to by their development.

- **Action H.5.4.1** – The City will continue to explore the option of updating the existing Housing Trust Development Impact Fee (fee for non-residential development) to better address the needs and desires of City. The update to the fee program shall include the following:
 - An updated nexus study addressing the extremely low-, very low- and low-income housing needs generated by non-residential development, including the cost to provide a variety of lower-income housing types;
 - A fee structure based on defined types of non-residential development that are consistent with uses identified in the Zoning Code;
 - A fee component to cover administrative costs;
 - An annual inflationary adjustment;
 - Exempt uses; and
 - Allowed uses of the fee, including its use to provide pre-development, construction, and permanent financing for affordable multi-family projects and provide a homebuyer assistance program.

Funding Source: General Fund
 Responsible Agency: Housing Services Division
 Time Frame: Determine the viability of updating the Housing Trust Development Impact Fee by end of fiscal year 2013. Annually review fee to determine if additional updates are necessary to reflect changes in real estate market.

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QUANTIFIED OBJECTIVES SUMMARY

Based on the policies and actions outlined above, the following objectives (Table H-4) represent a reasonable expectation of the maximum number of new housing units that will be developed, rehabilitated, or conserved, and the number of households that will be assisted over the next eight years.

TABLE H-4
QUANTIFIED OBJECTIVES

Action Item	Extremely Low-Income	Very Low-Income	Low-Income	Moderate-Income	Total
New Construction Units					
City's RHNA	770	770	1,079	1,303	3,921
	770	770	1,079	1,303	3,921
Rehabilitation Units					
Owner Occupied Housing Rehabilitation		40	40	0	80
Subtotal		40	40	0	80¹
Preservation Units					
		71	--		71
Subtotal		71	--		71
Total	770	881	1,119	1,303	4,072

¹ This number includes Housing Rehabilitation Loans and Emergency Repair Loans.

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CITIZEN PARTICIPATION

Rancho Cordova, a city that incorporated recently as a result of the long-term efforts of its citizens, prioritizes the involvement of its residents in the development of plans aimed at improving the quality of life in the community, such as the General Plan and Housing Element.

Therefore, Rancho Cordova welcomes that Section 65583[c][8] of the California Government Code requires cities and counties to make a diligent effort to achieve participation by all segments of the community in preparing a Housing Element. Compliance with that regulation is in alignment with Rancho Cordova's approach to citizen participation.

The diligent effort required by state law means that local jurisdictions must do more than issue the customary public notices and conduct standard public hearings prior to adopting a Housing Element. State law requires cities and counties to take active steps to inform, involve, and solicit input from the public, particularly low-income and minority households that might otherwise not participate in the process. Active involvement of all segments of the community may include one or more of the following:

- Outreach to community organizations serving low-income, special needs, and underserved populations;
- Special workshops, meetings, or study sessions that include participation by these groups;
- Establishment of an advisory committee with representatives of various housing interests; and
- Public information materials translated into languages other than English if a significant percentage of the population is not English-proficient.

To meet the requirements of state law, the City of Rancho Cordova has completed the public outreach and community involvement activities described below.

PUBLIC WORKSHOPS AND MEETINGS

In preparation for the update to the Housing Element, the City initiated broad public participation to gather input on Rancho Cordova's housing policies and implementation strategies. All workshops and meetings associated with the Housing Element update are listed below. Meetings were attended by residents of the City, developers, housing advocacy

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representatives, nonprofit housing organizations, and staff from the North State Building Industry Association.

January 2013 – A public workshop was held on January 10, 2013, to inform and educate the community about the Housing Element update process, and to identify housing issues in the City that informed the update process. Attendees included a variety of stakeholder types, including nonprofits, representatives from the development community, housing advocacy representatives, and residents. During the workshop, attendees were informally surveyed to address: 1) who has the greatest need for affordable housing in the community; 2) what income groups need more affordable housing; and 3) what types of affordable housing are needed in Rancho Cordova.

March 2013 – A City Council special meeting was held on March 26, 2013, that served as a general discussion to inform Council Members and the public about the Housing Element update process, and to receive feedback from City Council and attendees on the schedule, update process, and suggestions for topics to include in the updated draft.

July 2013– Upcoming City Council meeting to obtain approval of the first updated draft of Housing Element, to be submitted to HCD.

Public Noticing

The public workshop and City Council meetings were formally noticed in *The Grapevine* (the City's local newspaper) and on the City's website. The public workshop held on January 10th, 2013, was also informally noticed through email to housing stakeholders in the community, including developers, nonprofits, and housing advocacy representatives. The following is a list of organizations that were contacted and attended public meetings during the drafting of the Housing Element.

- Sacramento County Housing Alliance
- Human Rights Fair Housing Commission
- Cordova Recreation and Parks District
- Cordova Community Council
- Sacramento Self-Help Housing
- Sacramento Habitat for Humanity
- Sacramento Housing Alliance
- Sacramento Area Council of Governments
- Volunteers of America
- Housing California
- Eskaton

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- Non-Profit Housing Association of Northern California
- Resources for Independent Living
- Rental Housing Association of Sacramento Valley
- California Coalition for Rural Housing
- NeighborWorks HomeOwnership Center
- Legal Services of Northern California
- North State Building Industry Association
- USA Properties Fund, Inc.
- Easton Development Company, LLC
- Urban Housing Communities, LLC
- Jamboree Housing
- Mercy Housing
- Mutual Housing California
- Lewis Group of Companies
- K Hovnanian Homes
- Eden Housing
- Lennar Corporation
- Brewer Lofgren Attorneys at Law, LLP
- Hefner Stark & Marois, LLP
- County of Sacramento
- City of Sacramento
- City of Roseville
- City of Elk Grove
- City of Citrus Heights
- City of Auburn
- City of Davis

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Public Comments

No public comments have been received as of July 9, 2013.

REVIEW OF PREVIOUS ELEMENT

Appendix B included the City's 2008-2013 Housing Element accomplishments.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

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APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

INTRODUCTION

The Housing Needs Assessment analyzes population and housing characteristics, identifies special housing needs among certain population groups, evaluates housing conditions, and provides other important information to support the goals, policies, and programs that will meet the needs of current and future Rancho Cordova residents.

The data used to prepare this analysis was collected from 2000 and 2010 US Census reports including both the Decennial Census and the 2006–2010 American Community Survey (ACS), California Department of Finance and Sacramento Area Council of Governments (SACOG) publications, City documents, and various other sources. Since the 2000 Census data was not aggregated for the City of Rancho Cordova’s boundaries, the 2000 figures taken from Census data were based on a tabulation of the data that most closely matched the City’s boundaries.

The 2010 Census marked a change in the way that the U.S. Census Bureau collected data. The 2010 Census forms were much shorter and collected a fraction of the data previously collected. To supplement the shorter form, the American Community Survey (ACS) was utilized to create sample based data sets. While the ACS provides a much larger range of data, it also comes with a margin of error. There are a few data sets referenced in this table that do not perfectly match totals or percentages. Those inconsistencies are the results of variable margins of error inherent in the ACS data source.

For the sake of consistency and completeness of data, City staff chose to work exclusively with the 2010 Census and the 2006-2010 ACS. This was to reduce confusion about different estimates and to improve overall document consistency. However, there are more current, though less complete, data sets available. In many of the other reports that City staff provide to Council and to the public, best efforts are made to provide the most current and up-to-date information. This is particularly true when data is used to compare the City of Rancho Cordova to other regional cities or to Sacramento County. As the 2006-2010 ACS and the 2010 Census has already aged at the time of this update, the comparisons between the City of Rancho Cordova and the County of Sacramento have been removed from this document to prevent confusion between this report and other reports on the same topics based on more current data. For current comparisons, please see the annual Growing Strong Neighborhoods reports or the Annual City Council Retreat Demographics reports.

The Housing Needs Assessment comprises four sections. The first section focuses on demographic information, including population, ethnicity, age, income, employment, and housing characteristics. The demographic background is followed by an outline of the general characteristics of the community and an identification of those characteristics that may have significant impacts on housing needs in the community.

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The second section describes the City's resources, historic development patterns, and housing opportunities. It also discusses the City's existing housing stock and potential areas for future housing development.

The third section centers on the governmental and non-governmental constraints to housing development in Rancho Cordova. The City established planning, zoning, and building standards that guide residential development patterns and influence housing availability and affordability. There are also numerous non-governmental constraints, such as environmental and housing market conditions, that affect the location, availability, affordability, and type of housing that is constructed in Rancho Cordova. Non-governmental constraints include such factors as the availability and cost of preparing and developing land for housing, as well as the business decisions of individuals and organizations in the home building, finance, real estate, and rental housing industries.

The final section of the Housing Needs Assessment covers energy conservation opportunities that may reduce costs to homeowners and infrastructure costs to the City. A reduction in basic living costs through energy savings will allow more households to afford adequate housing.

HOUSING NEEDS AND OPPORTUNITIES

POPULATION CHARACTERISTICS

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 478th city. A part of the greater Sacramento region, Rancho Cordova lies on the Highway 50 corridor between Sacramento and Folsom, and is situated between Mather Field and the American River.

Population by Age

The City of Rancho Cordova continued to grow in population despite the recession that followed the 2006-2007 housing market collapse. **Table A-1** identifies the population distribution in the City of Rancho Cordova by gender and age. The age groups that experienced the largest population increase are people aged 45–54, followed by 25–34 and 55–59. The median age in the City increased from 31 to 33. The 2000 population count was derived from a census block by block population count that best aligned with the City's boundaries. This is because the City incorporated in 2003 and was a Census Designated Place (CDP) in the 2000 Census. The CDP and City boundaries did not quite align, so extra efforts were made during the 2006 Housing Element creation to ensure that the 2000 Census counts recorded in this document are accurate.

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TABLE A-1
POPULATION BY GENDER AND AGE

Census	2000	2010
Male	26,897	31,693
Female	28,163	33,083
Total	55,060	64,776
Under 5	4,343	5,380
5 to 9	4,468	4,587
10 to 14	4,093	4,351
15 to 19	3,779	4,481
20 to 24	3,991	4,653
25 to 34	8,625	10,859
35 to 44	8,490	8,649
45 to 54	6,175	8,757
55 to 59	2,194	3,574
60 to 64	2,082	2,851
65 to 74	3,337	3,679
75 to 84	1,638	2,243
85 and over	390	712
Median Age	31	33

*Source: 2000 Census Summary File 1 – Rancho Cordova CDB
boundaries – prior to city incorporation; 2010 Census Summary
File 1*

Population by Race and Ethnicity

According to the 2010 Census, the largest ethnic group in Rancho Cordova is White, representing 52 percent of the City's total population. Persons of Hispanic origin saw the largest increase in population in the City between 2000 and 2010 and constitute 20 percent of the population in the 2010 Census. Asians make up the third largest ethnic group in the City at 12 percent. African Americans make up the fourth largest ethnic group in the City, representing 10 percent of Rancho Cordova's population. Race and ethnicity characteristics are shown in **Table A-2**.

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TABLE A-2
POPULATION BY RACE AND ETHNICITY

Census	White	Hispanic	African American	American Indian & Alaska Native	Asian	Native Hawaiian & Pacific Islander	Other Race	Two or More Races
2000	33,063	6,896	5,919	389	4,326	256	139	2,617
2010	33,863	12,740	6,286	398	7,645	506	158	3,180

Source: 2000 Census Summary File 1 – Rancho Cordova CDB boundaries – prior to city incorporation; 2010 Census Summary File 1

HOUSEHOLD CHARACTERISTICS

Household Size

According to the 2006-2010 ACS, the average household size for Rancho Cordova is 2.6 persons per household in owner-occupied housing and 2.8 in renter-occupied housing. **Table A-3** shows that in Rancho Cordova the majority of households are one- and two-person households (25 and 30 percent, respectively). The next largest percentage of households in Rancho Cordova was three-person households (18 percent). Large households of five or more persons made up 12 percent of households in the City.

TABLE A-3
HOUSEHOLD SIZE BY TENURE

Total Households	Owner 13,070	Renter 9,860	Total 22,930	% of Total 100%
1-person	2,958	2,816	5,774	25%
2-person	4,639	2,344	6,983	30%
3-person	2,388	1,627	4,015	18%
4-person	1,669	1,782	3,451	15%
5-person	690	689	1,379	6%
6-person	437	246	683	3%
7-or-more person	289	355	644	3%
Average Household Size	2.69	2.84	2.77	

Source: 2006–2010 ACS

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INCOME CHARACTERISTICS

Household Income

Household income is one of the most significant factors affecting housing choice and opportunity. Income largely determines a household's ability to purchase or rent housing while balancing housing costs with the costs of other necessities. Income levels vary considerably among households, affecting preferences for tenure, location, and housing type. While higher-income households have more discretionary income to spend on housing, lower- and moderate-income households are limited in the range of housing they can afford. Typically, as the income of a household decreases, the incidence of housing cost burdening and overcrowding increases.

For the purpose of evaluating housing affordability, housing need, and eligibility for housing assistance, income levels are defined by guidelines adopted each year by the California Department of Housing and Community Development (HCD). For Sacramento County, the applicable median income for a family of four in 2013 is \$76,100. HCD has defined the following income categories for Sacramento County, based on the median income for a household of four persons:

- Extremely low income: 0 to 30 percent of median income (\$0 to \$22,850)
- Very low income: 31 to 50 percent of median income (\$22,851 to \$38,050)
- Low income: 51 to 80 percent of median income (\$38,051 to \$60,900)
- Moderate income: 81 to 120 percent of median income (\$60,901 to \$91,300)
- Above moderate income: Above 120 percent of median income (\$91,301 or more)

HCD does not estimate median income for cities, but information provided by SACOG based on the 2006–2010 ACS indicates that the median four-person household income for Rancho Cordova is approximately \$61,860.

Poverty

The poverty threshold is set nationally and is based on a federally defined level of income for minimum subsistence. The dollar threshold for poverty is adjusted for household size and composition. Poverty rates and income are greatly affected by economic conditions and job availability. **Table A-4** shows the poverty distribution for the City of Rancho Cordova as tabulated in the 2006–2010 American Community Survey.

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TABLE A-4
POVERTY BY FAMILY HOUSEHOLD SIZE AND
COMPOSITION

Number of Persons in Household	Total Number of Family Households	Percentage of Family Households in Poverty	Number of Female-Headed Family Households	Percentage of Female Headed Households in Poverty
2 persons	6,102	10.2%	1,663	24.8%
3–4 persons	6,599	14.6%	1,886	30.1%
5–6 persons	1,852	17.8%	295	19.3%
7 or more	615	19.0%	87	66.7%
TOTAL	15,168		3,931	

Source: 2006–2010 ACS

According to the 2006–2010 ACS, about 13 percent of families in the City of Rancho Cordova had incomes below the poverty level. Residents 65 years of age or more had the lowest poverty rate in Rancho Cordova, at about 6 percent, while children had the highest poverty rate, at about 24 percent.

EMPLOYMENT CHARACTERISTICS

Area Employment Trends

The work force in the Sacramento metropolitan area encompasses professional, technical, production, transportation, and service occupations. The region's manufacturing sector has grown steadily since the late 1970s, spurred by the expansion of high-technology industries. The major employers in Rancho Cordova and the surrounding vicinity represent a wide range of employment sectors and generally employ from 75 to over 1,000 employees.

According to SACOG, employment in Rancho Cordova is expected to continue to grow throughout the 2013 Housing Element cycle. **Table A-5** shows SACOG's employment predictions for the City of Rancho Cordova.

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**TABLE A-5
SACOG EMPLOYMENT ESTIMATES**

2008 SACOG Job Estimates	2020 SACOG Job Forecast	2035 SACOG Job Forecast
55,095	62,107	81,471

Source: SACOG Housing Needs

The City has a very strong employment base with an estimated jobs/housing balance of approximately 2:1 meaning there are two job opportunities in Rancho Cordova for every household.¹ While these estimates support the impression of Rancho Cordova as a strong jobs center, it is important to remember that these are estimates, and that the number fluctuates with the economy.

Table A-6 shows employment by industry for civilians in the City of Rancho Cordova, along with the estimated median incomes for those industries. The top three employment sectors in the City are education, health and social services with a median income of \$32,343, followed by professional, scientific, management, administrative, and waste management services second with a median income \$36,244, and retail trade with a median income of \$21,024.

¹A jobs/housing balance under 1.5 is a sign of a bedroom, or mainly residential, community. A jobs/housing balance over 2 is a sign of a jobs-rich community.

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TABLE A-6
EMPLOYMENT BY INDUSTRY

2006–2010 American Community Survey	Estimated Workforce	Estimated Median Income
Employed civilian population 16 years and over	28,733	\$33,050
Agriculture, forestry, fishing and hunting, and mining	124	\$19,500
Construction	2,121	\$34,132
Manufacturing	1,815	\$33,934
Wholesale trade	823	\$37,815
Retail trade	3,345	\$21,024
Transportation and warehousing, and utilities	1,505	\$36,661
Information	592	\$54,022
Finance, insurance, real estate, and rental and leasing	2,083	\$42,290
Professional, scientific, management, administrative, and waste management services	4,101	\$36,244
Educational, health, and social services	5,302	\$32,343
Arts, entertainment, recreation, accommodation, and food services	2,484	\$12,400
Other services (except public administration)	1,270	\$24,167
Public administration	3,168	\$48,628

Source: 2006-2010 ACS

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SPECIAL HOUSING NEEDS

Household groups with special needs include seniors, mentally and physically disabled persons, large families, female-headed households, agricultural workers, and homeless persons. Households with special housing needs often have greater difficulty finding decent and affordable housing. As a result, these households may more frequently experience cost burdening, overcrowding, and various other significant housing problems.

SENIOR HOUSEHOLDS

Senior households have special housing needs, primarily as a result of physical disabilities or limitations, reduced incomes, and increased health care costs. Senior households may also need in-home support services, assistance with personal care and financial affairs, and networks of care to provide a wide variety of services and daily assistance. According to the 2010 Census, 6,634 persons in Rancho Cordova are 65 years and older, as shown in Table A-7, and these seniors account for 10 percent of the City's total population.

**TABLE A-7
POPULATION OVER
65 YEARS OF AGE**

Age Group	Population
65 to 69	1,968
70 to 74	1,711
75 to 79	1,345
80 to 84	898
85 to 89	506
90 to 94	170
95 to 99	29
100 +	7
Total 65+	6,634

Source: 2010 Census

While the City of Rancho Cordova has 6,634 seniors in the City population, there are 2,211 senior households. A senior household is household where the head of the household, or the householder on the Census and ACS is a senior. Of the senior households, approximately 80 percent own their own homes and 20 percent rent homes, as shown in Table A-8.

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TABLE A-8
TENURE BY AGE OF HOUSEHOLDER

Tenure	65 to 74 Years	75 to 84 Years	85+ Years	% of Total Renter- Occupied Senior Households
Owner	1710	1195	328	80%
Renter	501	259	69	20%
Total	2211	1454	397	

Source: 2010 Census

SENIOR HOUSING

Rancho Cordova has one major skilled nursing facility and 10 – 12 smaller licensed residential care homes, which provide care and assistance to elderly residents who are partially self-sufficient. Assisted living is provided mainly in smaller facilities, although Eskaton Lodge in nearby Gold River offers a total of 94 apartments or rooms to seniors with moderate impairments and Alzheimer's disease.

The assisted living costs listed below (Table A-9) are the monthly prices for a private room, where available. Shared rooms are generally around \$500 less expensive per month. The actual cost of care at many homes varies widely and is based on the amount of care that an individual resident requires.

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TABLE A-9
CITY OF RANCHO CORDOVA RESIDENTIAL
CARE HOMES FOR THE ELDERLY

Facility Name	Address	Capacity (persons)	Vacancies	Type of Facility	Price Range
A Garden Path Care	2554 Vernaccia Circle	6	1	Assisted Living	Unavailable
Anatolia Residence for Seniors	11878 Delavan Circle	6	4	Assisted Living	\$3,000+
Christian Home Society	2015 Klamath River	6	N/A	Assisted Living	Unavailable
Elite Home Care	3292 Oselot Way	6	0	Assisted Living	\$1,500+
McGregor Home	2112 McGregor Drive	6	0	Assisted Living	\$3,000-\$4,000
Ohana Hospitality	5117 Heather Ranch Way	6	1	Assisted Living	\$2,000-\$4,000
Sunriver Senior Care, LLC	11229 Pecos River Court	6	N/A	Assisted Living	Unavailable
Tender Home Senior Care	Ponzi Court	6	N/A	Assisted Living	Unavailable
Rancho Cordova Care Home	10609 Charbono Way	6	0	Assisted Living	\$2,500-\$5,500
Rancho Home Care	10961 Alandale Way	6	3	Assisted Living	\$2,300-\$3,500
St. Francis Home Care	2686/7 Los Amigos Drive	12	3	Assisted Living	Unavailable
Total Residential Care Homes for the Elderly		72		–	–

Source: State of California Community Care Licensing Division, August 2005, and survey of residential care homes, July 2013.

Seniors needing less care than that offered by an assisted living facility may choose to live in a senior-oriented rental complex. As of July 2013, Coloma Woods was the only age-restricted affordable complex for seniors age 62 and older in Rancho Cordova. Coloma Woods has 28 one-bedroom units. The project is federally financed and therefore the rents are 30 percent of each tenant's income, the common standard of affordability.

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DISABLED PERSONS

Disabilities, as defined by the California Government Code, include, but are not limited to, physical and mental disabilities. A mental disability involves any mental or psychological disorder or condition, such as mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disabilities that limit a major life activity. Some mental disabilities are commonly referred to as developmental disabilities. A physical disability covers any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects body systems. Possible physical disabilities include those that are neurological, immunological, or musculoskeletal in nature, as well as those which involve the respiratory, cardiovascular, reproductive, genitourinary, hemic and lymphatic, or digestive systems, and those involving the special sense organs, speech organs, skin, or endocrine system. A mental or physical disability limits a major life activity, such as a physical, mental, or social activity, including working, by making the achievement of such activities difficult.

Some physical, mental, or developmental disabilities may prevent a person from working, restrict a person's mobility, or make caring for oneself difficult. Therefore, disabled persons often have special housing needs related to their potentially limited earning capacity, their need for accessible and affordable housing, and the higher health costs associated with their disabilities. Additionally, people with disabilities require a wide range of housing choices, based on the type and severity of their disability. Housing needs can range from institutional care facilities to facilities that support partial or full independence (e.g., group care homes). Supportive services such as living skills training and employment assistance may need to be integrated into the housing situation. Housing may need to be physically accessible as well, to accommodate people with physical disabilities. Examples of accessible features in housing include widened doorways and hallways, ramps, bathroom modifications (e.g., lowered countertops, grab bars, adjustable showerheads), and special sensory devices including smoke alarms and flashing lights.

The 2010 Census defines a disability as a mental, physical, or health condition that lasts over six months. Table A-10 shows the total number of disabilities by disability type and employment group. Many of these persons have more than one disability, which is why there are a higher number of disabilities than there are disabled persons.

The City of Rancho Cordova incorporates the Federal Fair Housing Act, the California Fair Employment and Housing Act of 1964, and the Americans with Disabilities Act (ADA), as supported in Title 24 of the California Government Code, as part of its building requirements. These three statutes address the fair housing and building standards for persons with disabilities adhered to by the City.

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**TABLE A-10
SPECIAL NEEDS – PERSONS WITH A DISABILITY**

	Total Disabled Population	In Labor Force	Unemployed	Not in Labor Force
Total with a Disability	5,028	1,745	454	2,829
Hearing Difficulty	1,154	549	61	544
Vision Difficulty	929	375	196	358
Cognitive Difficulty	2,117	289	190	1,683
Ambulatory Difficulty	2,601	736	53	1,812
Self-Care Difficulty	580	16	22	542
Independent Living	1,556	225	17	1,314

Source: 2006-2010 ACS

An analysis of the City's codes and development procedures was completed to identify any constraints to the development of housing for persons with disabilities. No specific governmental constraints to the development of disabled housing were identified. This Housing Element includes programs to monitor the City's development procedures and remove constraints if any become apparent.

In order to accommodate persons with disabilities, residential care facilities for six or fewer adults or eight or fewer children are allowed in the City's residential zones by right. Residential care facilities with more than six adults or eight children are permitted in all land use zones in the City by obtaining a conditional use permit. Additionally, mobile homes used as an accessory dwelling for persons in need of care and supervision are allowed in all zoning designations with a conditional use permit. Other than the requirement of obtaining a conditional use permit, no special design or permitting standards have been established for residential care facilities. The conditional use permits do not have any special provisions required for the development of a residential care facility.

FEMALE-HEADED HOUSEHOLDS

Single-parent households are male- or female-headed households with children under the age of 18 living at home. Single-parent households generally have lower disposable incomes than two-parent households, meaning that their necessary expenses are a larger portion of their total incomes. Therefore, finding affordable, decent, and safe housing is often more difficult for single-parent households and especially female-headed households, who show a generally higher rate of poverty than single-parent male-headed households according to the 2006-2010 ACS. Single-parent and female-headed households may also have special needs involving the availability of daycare or childcare, health care, and other supportive services.

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According to data from the 2010 Census, 3,815 households, or 17 percent of all households in Rancho Cordova, are female-headed households. Female-headed households comprise the overwhelming majority of all single-parent households. Of households headed by a female, 64 percent (2,448 households) have related children under 18 present. Of the 2,448 female-headed households with related children under 18, 34 percent are classified as below the poverty level.

LARGE FAMILY HOUSEHOLDS

Large family households are defined as households containing five or more persons. They are considered a special needs group because there is a limited supply of adequately sized housing to accommodate their needs. Generally, as the number of household members increases, the number of bedrooms needed to accommodate the household also increases. For example, a five-person household would require three or four bedrooms, and a six-person household would usually require four bedrooms. According to the 2010 Census, 12 percent of all households in Rancho Cordova (11 percent of owner households and 13 percent of renter households) include five or more persons (totaling 2,711 households). Of the large households, 52 percent (1,416 households) are owners and 48 percent (1,290 households) are renters. According to the 2010 Census, 62 percent of the housing units in the area have three or more bedrooms. Approximately 87 percent of the owner-occupied housing units and 31 percent of the renter-occupied housing units have three or more bedrooms, according to the 2010 Census. This means there are approximately 11,310 owner-occupied housing units and 3,008 rental-housing units with three or more bedrooms.

As the majority of three-bedroom or larger units in the City are owner-occupied, rental housing for large family households may be far more difficult to find. There are currently at least 13 apartment complexes with three-bedroom units and 2 apartment complexes with four-bedroom units suitable for larger families. In apartment complexes, there are a minimum of 312 rental units with three or more bedrooms.

AGRICULTURAL WORKERS

Agricultural workers earn their primary income through permanent or seasonal agricultural labor. According to the 2006–2010 ACS, less than, 1 percent of all employed persons in Rancho Cordova work in the farming, forestry, and fishing occupation. The types of agricultural production in the City do not require large numbers of migrant and seasonal farm laborers, and a large influx of farm labor does not occur. It is assumed that the housing need for the limited number of farmworkers in the City is met through existing housing.

Employee housing serving six or fewer employees is considered a single-family residence and is allowed in all residential zones. Any application for farmworker housing is treated in the same way as other affordable housing projects, and the resources the City has to offer for

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affordable housing are available for the development of the project. Incentives such as expedited permitting process, streamlining, and modification of development standards are available for the production of farmworker housing.

HOMELESS PERSONS

Homeless individuals and families have the most immediate housing need of any special needs group. They also have one of the most difficult housing needs to meet, because of the diversity and complexity of the factors that led to their homelessness and as a result of community opposition to facilities serving homeless clients. However, California state law requires that Housing Elements estimate the need for emergency shelter for homeless people.

Due to the transitional nature of homelessness, it is difficult to get a concrete count of homeless persons in the City of Rancho Cordova or of homeless persons in the Sacramento area who identify Rancho Cordova as their place of origin. Every two years, Sacramento County's Continuum of Care does a point-in-time count of homeless persons. While this number fluctuates over the year, the count provides some basis for evaluating the needs for homelessness services in Sacramento County. Table A-11 details the homeless population for Sacramento County in 2007, 2009, and 2011.

TABLE A-11
CONTINUUM OF CARE STATISTICS FOR HOMELESS PERSONS

Year	Sheltered	Unsheltered	Total	Chronic Homeless	Veterans	Persons in Households with children
2007	1,447	1,005	2,452	718	675	487
2009	1,666	1,194	2,860	468	426	543
2011	1,421	955	2,376	353	297	604

Source: - SACOG Housing Data

The only food bank located in the City, Cordova Community Food Locker at 10479 Coloma Road, provides a walk-in food service program and maintains a one- to three-day supply of emergency food.

With the exception of one large County-wide serving transitional housing project located within City boundaries (Mather Community Campus), the City of Rancho Cordova has few resources for homeless persons and has not yet identified any homeless shelters. An effort involving the City, County and Mather Veteran's hospital is underway to develop permanent

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supportive housing and additional transitional living resources to disabled and homeless veterans. The majority of other shelters and services for homeless individuals and families are located in the city of Sacramento.

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 is operating at full capacity.

EMERGENCY SHELTERS

California Health and Safety Code (Section 50801) defines an emergency shelter as “housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or households may be denied emergency shelter because of an inability to pay.” Current zoning allows emergency shelters in the Office/Industrial/Mixed Use (OIMU) and the Light Industrial Business Park (LIBP) zones without a conditional use permit. The City does have development and managerial standards that will be consistent with Government Code Section 65583(a)(4).

These standards include such items as:

- Lighting.
- On-site management.
- Maximum number of beds or persons to be served nightly by the facility.
- Off-street parking based on demonstrated need.
- Security during hours that the emergency shelter is in operation.

TRANSITIONAL AND SUPPORTIVE HOUSING

Transitional housing is defined in Section 50675.2 of the Health and Safety Code as rental housing for stays of at least six months but where the units are recirculated to another program recipient after a set period. It may be designated for a homeless individual or family transitioning to permanent housing. This housing can take many structural forms such as

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group housing and multi-family units and may include supportive services to allow individuals to gain necessary life skills in support of independent living.

Supportive housing is defined by Section 50675.14 of the Health and Safety Code as housing with linked on-site or off-site services with no limit on the length of stay and occupied by a target population as defined in Health and Safety Code Section 53260 (i.e., low-income person with mental disabilities, AIDS, substance abuse or chronic health conditions, or persons whose disabilities originated before the age of 18). Services linked to supportive housing usually focus on retaining housing, living and working in the community, and/or health improvement.

Pursuant to Senate Bill (SB) 2, the current Zoning Code allows transitional housing and supportive housing as a residential use without the requirement of a conditional use permit and subject to the same restrictions that apply to other residential uses of the same type in the same zone.

EXTREMELY LOW-INCOME HOUSEHOLDS

Assembly Bill 2634 (Lieber, 2006) requires the quantification and analysis of existing and projected housing needs of extremely low-income households. Elements must also identify zoning to encourage and facilitate supportive housing and single-room occupancy units (SROs).

Extremely low-income households typically comprise persons with special housing needs, including but not limited to persons experiencing homelessness or near-homelessness, persons with substance abuse problems, and farmworkers. The City's Zoning Code allows for SROs with a conditional use permit in the RD-20, RD-25, and RD-30 zones.

HOUSING CHARACTERISTICS

HOUSEHOLD TENURE

According to the 2010 Census, there is a higher percentage of owner-occupied households in Rancho Cordova (57 percent) than there are renter-occupied households (43 percent). According to the 2010 Census, single-family homes in Rancho Cordova comprised 55 percent of the housing stock (Table A-12). Multi-family housing units in complexes of five or more units accounted for 23 percent of the housing stock. Subsequent to the 2010 Census and as a result of the large number of mortgage foreclosures and speculative purchases, a significant number of single family home have been converted to rental units. Staff estimates that the total current number of rented single family detached homes is approximately _____, Table A-12 provides the 2010 Census count of housing units by structure and the 2012 Department of Finance estimates.

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TABLE A-12
HOUSING UNITS BY STRUCTURE

	Total Housing Units	SF Detached	SF Attached	2–4 Units	5+ Units	Mobile Homes
2010	24,786	13,509	2,160	2,025	5,703	1,389

Source: 2010 Census

OVERCROWDED HOUSEHOLDS

Overcrowding occurs where there is more than one person per room (excluding bathrooms) in an occupied housing unit. Overcrowding is often the result of an inadequate supply of affordable and decent housing. Households that are unable to afford larger housing units may be forced to rent or purchase housing that is too small to meet their needs. According to the 2006–2010 Comprehensive Housing Affordability Strategy (CHAS) data derived by the US Census for HUD, 4 percent of households in Rancho Cordova were overcrowded and another 2 percent of households were severely overcrowded. There were 1,195 households living in overcrowded situations in the City, which equates to approximately 5.3 percent of the households.

HISTORIC RESIDENTIAL CONSTRUCTION TRENDS

According to the City of Rancho Cordova Building Department, a total of 1,077 single-family homes were permitted between January 1, 2008, and December 31, 2012. During that same period, 18 apartment units were constructed, of which 17 units were affordable to households with incomes below 50 percent of area median income (AMI).

HOUSING VACANCY

Vacancy trends in housing are analyzed using the “vacancy rate,” an indicator of housing supply and demand. For example, if the demand for housing is greater than the supply, the vacancy rate is likely low and the price of housing is increasing. According to “Raising the Roof, California Housing Development Projections and Constraints, 1997–2020,” the desirable vacancy rate in a community is considered to be 5 percent, which accounts for normal turnover in owner-occupied and rental housing. Generally, when the vacancy rate is less than 5 percent, the demand for housing exceeds the supply, and both buyers and renters may see an increase in housing costs. The lack of competition associated with very low rental vacancy rates may have a tendency to reduced incentives for reinvestment and maintenance and may have the potential to result in a rise in the incidence of Fair Housing abuse.

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The 2010 Census notes that the vacancy rate in Rancho Cordova was 1.92 percent for homeownership and 4.58 percent for rental housing. These vacancy rates would generally be considered low to very low.

AGE OF HOUSING STOCK

For many communities, the age and condition of housing stock provide an additional measure of housing adequacy and availability. Although the age of housing does not always indicate substandard conditions, neighborhoods with many homes over 30 years old are more likely than recently built neighborhoods to have many homes in need of maintenance, utility and amenity updates, rehabilitation, or replacement. Homes with deferred maintenance usually exhibit signs of aging, such as peeling or faded paint, cracked siding, or missing or broken shingles or shakes, suggesting a need for repair or replacement of those components in the near future. Homes in need of rehabilitation require immediate repair or replacement of components in disrepair to avoid health and safety problems. Homes in need of replacement require repair or replacement of so many components that it may be more cost-effective to demolish the home and construct a new dwelling. While Rancho Cordova has some newer neighborhoods and some newly developing areas, a great deal of the City's existing housing stock is 35 or more years old. The 2006–2010 CHAS data suggests that as many as 5,205 or 23 percent of the City's housing stock need either extensive repair or replacement Table A-13).

TABLE A-13
AGE OF HOUSING

Year Built	Rancho Cordova	
	Number	Percentage
1939 or earlier	98	<1%
1940–1959	3,578	14%
1960–1969	5,051	20%
1970–1979	6,855	28%
1980–1989	3,629	15%
1990–1999	2,285	9%
2000 -	3,290	13%
TOTAL	24,786	100%

Source: 2000 Census; 2010 Census

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CONDITION OF HOUSING STOCK

Without performing a physical inspection, it may be assumed that overcrowded units, units lacking complete plumbing, and units constructed before 1940 exhibit substandard conditions. According to the 2010 Census, all of the occupied housing units in Rancho Cordova had adequate plumbing facilities and less than 1 percent were built before 1940.

REDEVELOPMENT AREA

The City of Rancho Cordova had one of the youngest redevelopment agencies and areas in California when the legislature eliminated redevelopment in June 2011. The blight assessment for the City's redevelopment area was only 6 years old, and the collapse of the housing market contributed to the blighted conditions facing many of the City's neighborhoods. The assessment showed that a great deal of housing in the City was in need of some level of repair. The 2005 assessment suggested that 20 percent of single-family homes, 41 percent of duplexes, 68 percent of apartments, and 24 percent of mobile homes needed some to extensive repairs. While the City has aggressively worked at rehabilitating the multi-family complexes in need of extensive repairs, there are still a significant number of housing units in need of rehabilitation or replacement.

HOUSING COSTS AND OVERPAYMENT

FOR-SALE HOUSING COST AND OVERPAYMENT

The residential real estate market had enjoyed an increase in prices resulting from low mortgage rates, decreasing home sales inventory, and a steadily growing labor market through 2005. In 2006, 2007 and 2008, the housing market collapsed, resulting in a dramatic drop in housing prices, a very high foreclosure rate, and a large number of abandoned and foreclosed homes. During 2012 and the first half of 2013, the housing market began to stabilize and even grow; however, prices are still well below the 2005 and 2006 highs. The median home value in the City of Rancho Cordova was \$215,900 in May 2013, according to Zillow.com.

Overpayment compares the total cost of shelter with a household's ability to pay for that shelter. Shelter cost is defined as the monthly cost of owning or renting a home, including the mortgage or rent, property taxes, insurance, and utilities. Specifically, HUD's definition of overpayment is a monthly shelter cost in excess of 30 percent of a household's gross income, and does not include utilities, transportation costs, or other living expenses outside rent or mortgage payments.

Table A-14 shows the estimated monthly housing cost for Rancho Cordova homeowners with and without a mortgage, based on 2006–2010 ACS data. Approximately 39 percent of

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owner-occupied households are overpaying for housing according to 2006–2010 CHAS data, and 22 percent of households who are overpaying are either low, very low, or extremely low income.

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TABLE A-14
HOUSEHOLDS OVERPAYING

Homeowners with Mortgage			Homeowners without Mortgage		
Monthly Cost	Households	% of Total	Monthly Cost	Households	% of Total
Less than \$300	16	0.1%	Less than \$100	131	1.2%
\$300 to \$499	62	0.6%	\$100 to \$199	186	1.7%
\$500 to \$699	168	1.6%	\$200 to \$299	561	5.2%
\$700 to \$999	787	7.3%	\$300 to \$399	592	5.5%
\$1,000 to \$1,499	1,997	18.5%	\$400 or more	1557	14.5%
\$1,500 to \$1,999	2,475	23.0%	Median Dollars	\$402	
\$2,000 or more	2,238	20.8%			
Median Dollars	\$1,891				

Source: 2006–2010 ACS

RENTAL HOUSING COST AND OVERPAYMENT

Table A-15 shows the monthly housing costs for renters in the City of Rancho Cordova based on 2006–2010 CHAS data. According to the CHAS data, 45 percent of renter households in the City are overpaying (as per HUD’s definition explained above) for housing, 41 percent are lower income, and 21 percent are extremely low income.

TABLE A-15
RENTER MONTHLY HOUSING COSTS

Monthly Cost	Households	% of Total
Less than \$200	210	2.2%
\$200 to \$299	293	3.0%
\$300 to \$499	309	3.2%
\$500 to \$749	1,211	12.5%
\$750 to \$999	3,591	36.9%
\$1,000 to \$1,499	2,980	30.7%
\$1,500 or more	1,125	11.6%
Median Dollars	\$947	

Source: 2010 Census

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MOBILE HOME PARKS

Mobile homes are often a source of affordable housing in communities where stick-built homes are beyond the price range of low- and moderate-income households. In the Sacramento area, there are currently many mobile homes for sale, and they vary considerably in price, quality, and age. Very inexpensive mobile homes are generally those built before 1980, some of which may have structural problems. Newer mobile home models can be quite large, with more than 2,500 square feet and four bedrooms. Amenity upgrades similar to those found in new stick-built homes are offered by many mobile home dealers, and interiors are now comparable in appearance to those of homes in new subdivisions. Although mobile homes have often been stigmatized for their poor construction and lack of appreciation, all new mobile homes now must meet or exceed construction standards set by the US Department of Housing and Urban Development. Mobile home owners generally rent a lot in a mobile home park and pay separately for their utilities. New mobile home buyers usually choose a park in which to locate their home, while most purchasers of used mobile homes leave their home in the park where it was originally located. Rancho Cordova has nine mobile home parks with approximately 1,400 units (Table A-16). Lot rents have been increasing almost annually in the City, which has put most of the lot rents, paired with a mortgage and utility costs, out of reach for very low-income families, but lot rents may be affordable to low- and moderate-income households.

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TABLE A-16
MOBILE HOME PARKS IN RANCHO CORDOVA

Name	Address	Units/ Lots	Vacant Lots	Space Rent	Utilities	Utilities Included ¹
Aspen Grove Mobile Home Community	10299 McCracken Drive	22	8	\$406	\$40.00	W/G
Bradshaw Mobile Home Park	3501 Bradshaw Road	140	2	\$500	\$0.00	W/S/G
Briarwood Mobile Home Park	2950 Routier Road	105	14	\$520	\$100.00	None
Centennial Estates	9885 Mills Station Road	183	18	\$475		W
Colonial Estates	10026 Horn Road	144	6	\$575	\$100.00	W/S/G
Cordova Mobilehome Estate	10035 Mills Station Road	177	0	\$475	\$39.51	
Mobile Country Club ²	2473 Sunrise Boulevard	479	1	\$525	\$4.20	
Park Royale Mobile Village	2910 Routier Road	95	2	Morg. Differ.	\$70	W/S/G
Twilight RV and Mobile Home Park	61 Rocket Circle	60	3	\$417		W/S/G
Total	9 properties	1,405	54			

Source: California Department of Housing and Community Development and property managers. July 2013

¹ W/S/G is the abbreviation for water/sewer/garbage.

² This park is restricted to persons 55 years of age or older.

FACTORS CONTRIBUTING TO THE FUTURE HOUSING NEEDS OF RANCHO CORDOVA

The high foreclosure rates that stemmed from subprime mortgages have resulted in tightened lending standards. Fewer households qualify for market-rate financing, though the for-sale market is beginning to rebound and low interest rates have helped stabilize the market-rate mortgage market. However, the number of households requiring affordable rental and owner housing opportunities will continue to grow. Therefore, the need to plan for affordable housing in Rancho Cordova will remain important through 2021.

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REGIONAL HOUSING NEEDS ALLOCATION

A Regional Housing Needs Plan (RHNP) is mandated by the State of California (Government Code Section 65584), and it requires regions to address expected housing issues and needs, which are based on future growth projections for the area. The RHNP is developed by the Sacramento Area Council of Governments (SACOG) and allocates to cities and counties their “fair share” of the region’s projected housing needs or growth. A fair share of housing units is calculated for each of four income groups based projected population growth, and on the jurisdiction’s amount of available vacant land. Fair share needs are allocated over the eight year planning period for every jurisdiction’s Housing Element. The RHNP, which covers a span of 8 years, also identifies and quantifies the existing housing needs for each jurisdiction. SACOG’s current Regional Housing Needs Plan schedule is from July 1, 2013, through January 1, 2021.

The intent of the RHNP is to ensure that local jurisdictions address not only the needs of their immediate areas but also fill the projected housing needs for the entire region. Additionally, a major goal of the RHNP is to ensure that every community provides an opportunity for a mix of affordable housing to all economic segments of its population. The RHNP jurisdictional allocations are made to guarantee that adequate sites and zoning are provided to address existing and anticipated housing demands during the planning period and that market forces are not inhibited in addressing the housing needs for all populations within a particular community.

Table A-17 provides the Regional Housing Needs Allocation (RHNA) target for the planning period 2013 through 2021 (also referred to as “basic construction needs”) for each of the four household income groups for the City of Rancho Cordova.

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TABLE A-17
2013–2021 RHNA

Total Number of Units (based on proportion of MTP/SCS 2020 projection)	Number of Units	% of Total
Extremely Low Income	770	11.0%
Very Low Income	770	11.0%
Low Income	1,079	15.4%
Moderate Income	1,303	18.6%
Above Moderate Income	3,087	44.0%
Total Number of Units	7,008	100.0%

Source: SACOG

Based on the above projections, the City of Rancho Cordova will need to provide an additional 2,618 affordable housing units, or 37.4 percent of all new housing units, to people in the very low- to low-income groups in order to comply with SACOG's RHNP allocation targets for these income levels. Of the 1,539 very low-income need, 50 percent (770 units) are presumed to be needed for extremely low-income households (households with incomes below 30 percent AMI). In addition, the City will have to provide 4,390 housing units available to moderate and above moderate income-households. SACOG anticipates a total of 7,008 new housing units for the City of Rancho Cordova by 2021.

There are 1,135 buildable lots currently approved and approximately 28,800 units that are currently being proposed in Specific Plan projects and Special Planning Areas.

FUTURE DEVELOPMENT POTENTIAL

An important component of the Housing Element is the identification of sites for future housing development and evaluation of the adequacy of these sites. The identification of these sites will help in fulfilling the City's share of regional housing needs as determined by SACOG. Tables A-18, A-19, and A-20 show a detailed analysis of the residential development potential for multi-family and single-family development. The sites listed in Tables A-18, A-19, and A-20 are opportunity sites. The City is working with developers and property owners to ensure that sufficient sites will be available through the end of the planning period (2021).

The City of Rancho Cordova currently has 56 acres of vacant infill land, 21 acres of underutilized land, and approximately 655 acres of vacant greenfield land available for residential development. An additional 4,000-plus acres of greenfield land in the City has been identified for residential development but is not currently zoned residential located.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

This section provides the inventory of vacant land that is available in the City of Rancho Cordova for both multi- and single-family residential development. Tables A-18, A-19, and A-20 provide the development information for the vacant, underutilized, and greenfield acreage in the City's land inventory.

AVAILABLE MULTI-FAMILY SITES

The City of Rancho Cordova currently has approximately 53.12 acres of vacant and underutilized infill sites that are currently zoned to accommodate multi-family development. These sites are located adjacent to existing residential developments, indicating that infrastructure is available, and the sites do not have other known constraints to development. The total number of multi-family units that could be developed is based on a holding capacity of 80 percent of the maximum number of units allowed by each zoning designation or by a specific planning area. Sites with residential densities of at least 30 units per acre are anticipated to accommodate housing units affordable to low-income households.

Sites with multiple use designations, such as commercial/multi-family and office/multi-family, are considered appropriate sites to accommodate future multi-family uses. Multi-family development is allowed on sites with Limited Commercial (LC), Shopping Commercial (SC), and Business Professional (BP) zoning based on the same standards and approval process as multi-family development in the RD-20 and RD-40 zones. RD-20 standards apply to LC and SC sites, while RD-40 standards apply to BP sites. Therefore, the City considers these sites both appropriate and adequate for multi-family development. Area Maps A–N found in Appendix C identify the sites listed in the vacant land inventory.

REALISTIC CAPACITY

To demonstrate realistic capacity and that multi-family housing can be accommodated in commercial zones which allow for residential development, the following projects have been or are being processed through the Planning Department. Many projects have been approved and are waiting for developers to move forward.

- Terra Loma. This 11-unit (20 units per acre) zero lot line single-family home project was rezoned from GC (General Commercial) to RD-20. The project is being developed on a .83-acre site and has been approved, but construction has not yet begun.
- AshGrove Apartments. This 203-unit (20 units per acre) housing project was completed in 2006 on a 10.98-acre site. It consists of one-, two-, and three-bedroom apartments that are affordable to moderate-income households.

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- Trinity Gardens. This 20-unit infill (10 units per acre) apartment project (all three-bedroom units) is being developed on a 2.1-acre SC (Shopping Commercial) designated site. The entitlements on this project have been approved, but construction has not yet begun.
- Capital Village. This 827-unit project on approximately 34 acres ranging in densities from 7 to 17 units per acre was rezoned from MP (Office Park Industrial) to Capital Village Special Planning Area. The project is under construction and is in phase three of development. Planning staff processed the application for this project, which consisted of a rezone and development of a master planned community and included complex environmental issues, in six months.
- Sundance-Mather East Project. This 128-unit (10 units per acre) housing project consisting of 104 detached, zero lot line single-family homes and 14 halfplexes is located on an 11.9-acre LC (Limited Commercial) site.

In addition to the vacant land available for multi-family development, the City’s adopted Folsom Boulevard Specific Plan (FBSP) establishes policy guidance and regulatory provisions for the development and redevelopment of the FBSP project area. The FBSP area spans a stretch of land along the Sacramento Regional Transit light rail line and includes four existing transit stops. The FBSP contains transit-oriented development (TOD) overlay zones with a maximum residential density of 80 dwelling units per acre

Table A-18 details the vacant infill sites available for multi- and single-family residential development. Table A-19 details the underutilized infill sites potentially available for single- and multi-family residential development. Table A-20 details the greenfield development currently working through the planning process. Some of the plans identified in Table A-20 are expected to break ground during the 2013–2021 Housing Element cycle. There are a number of finished lots ready for development spread throughout the area. Table A-20 also includes the housing estimates for greenfield development that is not expected to break ground during the 2013-2021 Housing Element cycle.

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ELEMENT NEEDS ASSESSMENT

TABLE A-18
VACANT INFILL SITES

Map Reference	APN	Parcel Size Acres	% Used	Zoning	GP Des.	Allowable Density	Unit Capacity	Infrastructure	On-site Constraints	Income Category	Existing Use	Comments*	Previous Housing Element Notes
Vacant Sites Infill													
Sunrise North													
A-1	056-0430-001	1.6	100%	MDR	MDR	RD-20	20	Yes	None	Mod	Vacant	There was an application for a 20-unit townhouse project that has expired. Capacity is based on that project.	Site B-1 in the previous Housing Element.
Subtotal Mod		1.6					20						
Mather Redevelopment Area													
B-1	067-0010-056	3.72	50%	BP/GC/SC	MF SPA	RD-40	45	Yes	None	Mod	Vacant	Requires a CUP. ² (Assumes 80% of 30 du acre for 1/2 of the parcel).	Site D-1 in the previous Housing Element.
B-2	067-0010-063	20.12	50%	BP/GC/SC	MF SPA	RD-40	241	Yes	None	VL/L	Vacant	Requires a CUP. ² (Assumes 80% of 30 du acre for 1/2 of the parcel).	Site D-2 in the previous Housing Element.
Subtotal MOD		1.86					45					The City does not see the CUP process as a constraint to development on these sites but as an opportunity to ensure that development on this site is complementary to the surrounding uses.	
Subtotal VL/L		10.06					241						
SUBTOTAL AREA		11.92					286						
Folsom Boulevard Specific Plan													
C-1	075-0450-005	41.99	24%	UR2	FBSP	6.1-40	240	No	None	VL/L	Vacant	10 acres of Folsom Blvd frontage (Assynes 80% of 30 du acre for 10 acres)	Site E-2(b) in the previous Housing Element.
C-2	076-0020-019	1.40	50%	UR2	FBSP	6.1-40	17	Yes	None	VL/L	Vacant	Assumes 80% of 30 du acre for 1/2 of the total parcel	Was not available during last Housing Element.
C-3	076-0020-021	7.34	50%	UR2	FBSP	6.1-40	88	Yes	None	VL/L	Vacant	Assumes 80% of 30 du acre for 1/2 of the total parcel	Site M-1 (a) & (b) in the previous Housing Element
C-4	076-0020-020	0.45	50%	UR2	FBSP	6.1-40	5	Yes	None	VL/L	Vacant	Assumes 80% of 30 du acre for 1/2 of the total parcel	Was not available during last Housing Element.
C-5	076-0020-022	0.58	50%	UR2	FBSP	6.1-40	7	Yes	None	VL/L	Vacant	Assumes 80% of 30 du acre for 1/2 of the total parcel	Was not available during last Housing Element.
Subtotal VL/L		15					357						

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Map Reference	APN	Parcel Size Acres	% Used	Zoning	GP Des.	Allowable Density	Unit Capacity	Infrastructure	On-site Constraints	Income Category	Existing Use	Comments*	Previous Housing Element Notes
Vacant Sites Infill													
Countryside/Lincoln Village Planning Area													
D-1	077-0200-022	0.44	50%	LC	CMU	10-18	3	Yes	None	Mod	Vacant	Assumes 50% of the site will develop residential, at 18 units/acre with an 80% site capacity.	Site I-1 in the previous Housing Element.
D-2	068-0030-044	5.1	50%	VCMU	VCMU	10-18	92	Yes	None	VL/L	Vacant	Assumes density of 18 du acre of full 5.1 acres (92 units) will actually be built on the back half of the parcel resulting in a factual density of 36 du acre.	Site I-2 in the previous Housing Element.
	<i>Subtotal MOD</i>	<i>0.44</i>					<i>3</i>						
	<i>Subtotal VL/L</i>	<i>2.55</i>					<i>92</i>						
	<i>SUBTOTAL AREA</i>	<i>2.99</i>					<i>95</i>						
Williamson Ranch													
E-1	056-0440-050	0.9		SPA	Williamson Ranch Specific Plan	Density based on traffic counts at 10 units per acre.	34	Yes	None	Mod	Vacant	These two sites are designated for a special needs project (senior project) that will exceed 10 units per acre. This site is anticipated for a senior project and will require less traffic. The density is being assumed at 30 units/acre at 80% site capacity.	Site K-1 and K-2 in the previous Housing Element - with corrected APNs.
E-2	056-0440-049	0.83		SPA	Williamson Rancho Specific Plan	Density based on traffic counts at 10 units per acre.		Yes	None	Mod	Vacant		
	<i>Subtotal MOD</i>	<i>1.73</i>					<i>34</i>						
Annexation Sites													
F-1	072-0240-004	5.65		HDR/RMU	HDR/RMU	18.1-80	194	Yes	None	VL/L	Vacant	Unit capacity is based on approved county project in 2008	Site previously included in Sacramento County Land Inventory - annexed to City in 2010.
F-2	058-0270-031	1.04		GC	GC	10-40	5	Yes	None	Mod	Vacant	Unit capacity is based on approved county project in 2008	Site previously included in Sacramento County Land Inventory - annexed to City in 2010.

APPENDIX A – DRAFT HOUSING
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Map Reference	APN	Parcel Size Acres	% Used	Zoning	GP Des.	Allowable Density	Unit Capacity	Infrastructure	On-site Constraints	Income Category	Existing Use	Comments*	Previous Housing Element Notes
Vacant Sites Infill													
F-3	058-0270-034	1.41		GC	GC	10-40	34	Yes	None	Mod	Vacant	Unit capacity is based on 30 units/acre at 80% site capacity	New site - annexed to City in 2010.
F-4	058-0270-060	2.60		GC	GC	10-40	62	Yes	None	Mod	Vacant	Unit capacity is based on 30 units/acre at 80% site capacity	New site - annexed to City in 2010.
F-5	072-0231-014	12.03	60%	GC	GC	10-40	231	Yes	None	VL/L	Vacant	Assumes 80% of 40 du acre on 60% of parcel	New site - annexed to City in 2010.
	Subtotal VL/L	12.87					425						
	Subtotal MOD	5.05					101						
	SUBTOTAL AREA	17.92					526						
Bradshaw and Highway 50													
G-1	068-0160-083	3.84		OPMU	CS/LCPA	10-18		Yes	None	Mod	Vacant	OPMU allows for 49% of the site to be residential with a density of 18 units/acre (80% site capacity). Based on a total residential buildable area of 2.05 acres, 29 units can be accommodated.	Sites L-1 & L-2 in previous Housing Element.
G-2	068-0160-084	1.32		OPMU	CS/LCPA	10-18		Yes	None	Mod	Vacant		
	Subtotal MOD	5.16					29						
VACANT SITES INFILL TOTALS													
	Total VL/L	40.36					1115						
	Total MOD	15.84					232						
	TOTAL VACANT INFILL SITES	56.20					1348						
GRAND TOTALS (Including Under-utilized and Greenfield Inventories)													
	Total VL/L	109.58					2964						
	Total MOD	167.71					2481						
	Total ABV MOD	696.50					3649						
	TOTAL SITES	973.79					9094						

Source: City of Rancho Cordova

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TABLE A-19
UNDERUTILIZED INFILL SITES

Map Reference	APN	Parcel Size Acres	% Used	Zoning	GP Des.	Allowable Density	Unit Capacity	Income Category	Existing Use	Comments*
Underutilized Sites										
Town Center TOD										
H-1	058-0291-003	8.07		UR1 (TOD)	FBSP	10-80	194	VL/L	Half of parcel is retail and half is vacant land	Assumes 30 units per acre at 80% site capacity.
	072-0280-024	6.97	14%	CMU (TOD)	DTPA	10-80	24	VL/L	Parking lot	Assumes 1 acre built at 30 units per acre at 80% site capacity.
	<i>Subtotal VL/L</i>	<i>9.07</i>					<i>218</i>			
Folsom Boulevard Specific Plan (Potential New Markets Tax Credits Proposal)										
I-1	077-0030-011	1.76		MDR	UR1	6.1-18	25	Mod	Trailer park – interested in moving or selling	Assumes 18 du/acre at 80% site capacity.
	077-0030-010	0.81		MDR	UR1	6.1-18	12	Mod	Trailer park – interested in moving or selling	Assumes 18 du/acre at 80% site capacity.

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Map Reference	APN	Parcel Size Acres	% Used	Zoning	GP Des.	Allowable Density	Unit Capacity	Income Category	Existing Use	Comments*
I-3	077- 0030- 013	0.78		MDR	UR1	6.1–18	11	Mod	Dilapidated apartment – interested in selling and have been looking for interested buyers	Assumes 18 du/acre at 80% site capacity.
	077- 0181- 011	0.99		MDR	UR1	6.1–18	14	Mod	Very dilapidated – interested in selling	Assumes 18 du/acre at 80% site capacity.
I-5	077- 0181- 021	0.22		MDR	UR1	6.1–18	3	Mod	One duplex, half boarded up, possibly in foreclosure	Assumes 18 du/acre at 80% site capacity.
	077- 0181- 020	0.28		MDR	UR1	6.1–18	4	Mod	Two duplexes, half boarded up, possibly in foreclosure	Assumes 18 du/acre at 80% site capacity.
I-7	077- 0181- 023	0.1		MDR	UR1	6.1–18	1	Mod	80% duplex, occupied	Assumes 18 du/acre at 80% site capacity.

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Map Reference	APN	Parcel Size Acres	% Used	Zoning	GP Des.	Allowable Density	Unit Capacity	Income Category	Existing Use	Comments*
I-8	077- 0181- 018	0.28		MDR	UR1	6.1–18	4	Mod	Two duplexes, not occupied	Assumes 18 du/acre at 80% site capacity.
	077- 0181- 022									
I-9	077- 0181- 022	0.1		MDR	UR1	6.1–18	1	Mod	90% duplex	Assumes 18 du/acre at 80% site capacity.
	077- 0181- 017									
I-10	077- 0181- 017	0.12		MDR	UR1	6.1–18	2	Mod	95% duplex	Assumes 18 du/acre at 80% site capacity.
	077- 0181- 013									
I-11	077- 0181- 013	0.19		MDR	UR1	6.1–18	3	Mod	Duplex - huge open yard	Assumes 18 du/acre at 80% site capacity.
	077- 0181- 012									
I-12	077- 0181- 012	0.23		MDR	UR1	6.1–18	3	Mod	Duplex – huge open yard	Assumes 18 du/acre at 80% site capacity.
	077- 0030- 012									
I-13	077- 0030- 012	0.34		CMU		6.1–18	5	Mod	Little business – huge parking lot not needed	Assumes 18 du/acre at 80% site capacity.
	077- 0030- 008									
I-14	077- 0030- 008	0.22		CMU		6.1–18	3	Mod	Little business – half of the	Assumes 18 du/acre at 80% site

APPENDIX A – DRAFT HOUSING
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Map Reference	APN	Parcel Size Acres	% Used	Zoning	GP Des.	Allowable Density	Unit Capacity	Income Category	Existing Use	Comments*
I-15	077-0030-009	0.45		CMU		6.1–18	6	Mod	lot not in use, general interest in area	capacity.
									Residence – little house and little garage, general interest in area	Assumes 18 du/acre at 80% site capacity.
									Commercial with back half of the lot vacant – been looking to relocate	Assumes 18 du/acre at 80% site capacity.
I-16	077-0030-005	1.71		CMU		6.1–18	25	Mod		
	<i>Subtotal MOD</i>	8.58					124			

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Map Reference	APN	Parcel Size Acres	% Used	Zoning	GP Des.	Allowable Density	Unit Capacity	Income Category	Existing Use	Comments*
Mather Redevelopment Area										
J-1	067-0010-064	3.69		LC/SC	OPMU	18.1–40	160	VL/L	Parking lot and abandoned infirmary building	Assumes 160-unit capacity based on transitional housing project.
	Subtotal									
	VL/L	3.69						160		
UNDERUTILIZED SITES TOTALS										
	Total	12.76					378			
	VL/L									
	Total	8.58					124			
	MOD									
TOTAL UNDERUTILIZED SITES										
		21.34					501			

Source: City of Rancho Cordova

APPENDIX A – DRAFT HOUSING
ELEMENT NEEDS ASSESSMENT

TABLE A-20 GREENFIELD DEVELOPMENT

Map Reference	APN	Acres in 8 YR HE Cycle	Total SP Acres	% Used	Zoning	Allowable Density	Unit Capacity in 8 YR HE Cycle	Total Unit Capacity Est.	Infra.	On-site Constraints	Income Category	Existing Use	Comments	Previous Housing Element Notes
Capitol Village Special Planning Area														
K-1	072-0680-072	5.34	5.34		CVSPA	RD 40	128	128	Yes	None	Mod	Vacant	Loft district. Calculation assumes 80% of 30 du acre.	Site J-1 in previous Housing Element.
	072-305-0001 to -0099; 072-305-0100 to -0199;													
K-2	072-305-0200 to -0219	25.6	25.6		CVSPA	10-18	333	334	Yes	None	Mod	Vacant	Unit capacity is based on approved project of 333 single-family townhomes.	Sites j-2 in previous Housing Element.
	Subtotal MOD	30.94					461							
Villages of Zinfandel Special Planning Area														
L-1	072-2360-028	10.3	10.3	50%	BP	RD-40	123	123	Yes	None	VL/L	Vacant	Assuming 30 units/acre and 80% site capacity based on surrounding projects, requires CUP. ²	Site A-1 in previous Housing Element.
L-2	072-2360-029	11.09	11.09	50%	BP	RD-40	133	133	Yes	None	VL/L	Vacant	Assuming 30 units/acre and 80% site capacity based on surrounding projects, requires CUP. ²	Site A-2 in previous Housing Element.
L-3	072-2360-030	9.4	9.4	50%	BP	RD-40	112	112	Yes	None	VL/L	Vacant	Assuming 30 units/acre and 80% site capacity based on surrounding projects, requires CUP. ²	Site A-3 in previous Housing Element.
L-1	072-2360-004	17.19	17.19		MDR	15-20	275	275	Yes	None	Mod	Vacant	Assumes 80% of 20 du acre Sites L-1, L-2 and L-3 are located near existing multifamily development, a school and site L-\$ (a proposed multi-family development at a density of 30 units an acre) The City does not see the CUP process as a constraint on these sites due to the surrounding uses.	Site F-1 in previous Housing Element.
	Subtotal VL/L	15.395	15.395				368	368						
	Subtotal MOD	17.19	17.19				275	275						
	SUBTOTAL AREA	32.59	32.59				643	643						

APPENDIX A – DRAFT HOUSING
ELEMENT NEEDS ASSESSMENT

Map Reference	APN	Acres in 8 YR HE Cycle	Total SP Acres	% Used	Zoning	Allowable Density	Unit Capacity in 8 YR HE Cycle	Total Unit Capacity Est.	Infra.	On-site Constraints	Income Category	Existing Use	Comments	Previous Housing Element Notes
Sun Creek Specific Plan														
M-1	Multiple APNs	1.7	1.7		HDR	26-50	85	85	Yes	None	VL/L	Vacant	Assume 50 units/acre at 100% site capacity Assumed 26 units/acre at 100% site capacity	No sites counted for previous RNHA. No sites counted for previous RNHA.
M-2	Multiple APNs	24.6	42.5		HDR	26-40	640	1105	Yes	None	VL/L	Vacant	Assumes dwelling unit count identified in August 2012 version of Sun Creek Specific Plan Appendix C Table 3-3 Assumes 12 units/acre at 80% site capacity. Currently, 322 acres are zoned in this area for MDR, however only 25% has infrastructure available to support development.	No sites counted for previous RNHA.
M-3	Multiple APNs	5.7	43.7		MDR	12.1-18	82	504	Yes	None	Mod	Vacant	Assumes dwelling unit count identified in August 2012 version of Sun Creek Specific Plan Appendix C Table 3-3	No sites counted for previous RNHA.
M-4	Multiple APNs	44.0	316.0		MDR	6.1-12	422	2286	Yes	None	Abv Mod	Vacant	Assumes dwelling unit count identified in August 2012 version of Sun Creek Specific Plan Appendix C Table 3-3	No sites counted for previous RNHA.
M-5	Multiple APNs	33	176.7		LDR	2.1-6	158	899	Yes	None	Abv Mod	Vacant		No sites counted for previous RNHA.
Rio Del Oro Specific Plan														
N-1	Multiple APNs	12	98		HDR	18.1-40	312	2548			VL/L	Vacant	Assumes built density of 26 du acre	No sites counted for previous RNHA. No sites counted for previous RNHA.
N-2	Multiple APNs	45	256		MDR	6.1-18	648	3680			Mod		Assumes 80% of 18 du acre	No sites counted for previous RNHA.
N-3	Multiple APNs	170	1518.5		LDR	2.1-6	816	7295			Abv Mod		Assumes 80% of 6 du acre	No sites counted for previous RNHA.
Sun Creek Specific Plan														
Subtotal VL/L							312	2548						
Subtotal MOD							648	3680						
Subtotal ABV MOD							816	7295						
SUBTOTAL AREA							1776	13523						

APPENDIX A – DRAFT HOUSING
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Map Reference	APN	Acres in 8 YR HE Cycle		Total SP Acres	% Used	Zoning	Allowable Density	Unit Capacity in 8 YR HE Cycle	Total Unit Capacity Est.	Infra.	On-site Constraints	Income Category	Existing Use	Comments	Previous Housing Element Notes
The Ranch at Sunridge Special Planning Area															
O-1	Multiple APNs	0		12.2		HDR	RD 30 / RD 40	0	378	No	None	VL/L	Vacant	Pending Approved Maps	No sites counted for previous RNHA.
	Multiple APNs	5		105.4		MDR/GC	RD 20	80	149	No	None	Mod	Vacant	Pending Approved Maps	No sites counted for previous RNHA.
O-3	Multiple APNs	15		142.3		LDR	RD 10	120	1191	No	None	Abv Mod	Vacant	Pending Approved Maps	No sites counted for previous RNHA.
	Subtotal VL/L	0		12.2				0	378						
	Subtotal MOD	5		105.4				80	149						
	Subtotal ABV MOD	15		142.3				120	1191						
	SUBTOTAL AREA	20		259.9				200	1718						

Arboretum Specific Plan

P-1	Multiple APNs	0	29.5		HDR	RD 30 / RD 40	0	825	No	None	VL/L	Vacant	Not expected to break ground this HE cycle.	No sites counted for current RHNA.
P-2	Multiple APNs	0	89		MDR	14 - 29	0	1287	No	None	Mod	Vacant	Not expected to break ground this HE cycle.	No sites counted for current RHNA.
P-3	Multiple APNs	0	402.8		LDR	1 - 13	0	2605	No	None	Abv Mod	Vacant	Not expected to break ground this HE cycle.	No sites counted for current RHNA.
	Subtotal VL/L	0	29.5				0	825						
	Subtotal MOD	0	89				0	1287						
	Subtotal ABV MOD	0	402.8				0	2605						
	SUBTOTAL AREA	0	521.3				0	4717						

APPENDIX A – DRAFT HOUSING
ELEMENT NEEDS ASSESSMENT

Map Reference	APN	Acres in 8 YR HE Cycle	Total SP Acres	% Used	Zoning	Allowable Density	Unit Capacity in 8 YR HE Cycle	Total Unit Capacity Est.	Infra.	On-site Constraints	Income Category	Existing Use	Comments	Previous Housing Element Notes
Sunridge Specific Plan														
Sunridge Park														
Q-1	Multiple APNs	15.6	188	LDR	RD 4 - RD7		78	950	Yes	None	Abv Mod	Vacant	Single Family Parcels	No sites counted for previous RNHIA.
	Subtotal													
	ABV MOD	15.6	188				78	950						
	SUBTOTAL AREA	15.6	188				78	950						
Anatolia II														
R-1	067-0430-037	2.76	2.76		HDR	18.1-20	66	66	Yes	None	VL/L	not vac	Assumes 24 du acre with density bonus	Site G-1 in previous Housing Element.
R-2	067-0430-042	3.04	3.04		HDR	18.1-20	49	49	Yes	None	Mod	not vac	Assumes 80% of 20 du acre	Site G-2 in previous Housing Element.
R-3	067-0430-043	5.9	5.9		HDR	18.1-20	94	94	Yes	None	Mod	not vac	Assumes 80% of 20 du acre	Site G-3 in previous Housing Element.
R-4	067-0430-044	1.17	1.17		HDR	18.1-20	19	19	Yes	None	Mod	not vac	Assumes 80% of 20 du acre	Site G-4 in previous Housing Element.
R-5	067-0030-040	15.96	15.96	50%	LC	10-18	128	128	Yes	None	Mod	Vacant	Assumes 50% of the site will develop residential, at 20 du acre with an 80% site capacity.	Site G-5 in previous Housing Element.
	Subtotal VL/L	2.76	2.76				66	66						
	Subtotal MOD	18.06	18.06				170	170						
	SUBTOTAL AREA	20.82	20.82				236	236						
Anatolia III														
S-1	Multiple APNs	70	203		LDR	RD 4 - RD 5	286	798	Yes	None	Abv Mod	Vacant	Single Family Parcels	No sites counted for previous RNHIA.
	Subtotal													
	ABV MOD	70	203				286	798						
	SUBTOTAL AREA	70	203				286	798						
Anatolia IV														
T-1	Multiple APNs	21.6	21.6		MDR	RD 10	203	203	Yes	None	Mod	Vacant	Not expected to break ground this HE cycle.	No sites counted for previous RNHIA.
	Subtotal													
	MOD	21.6	21.6				203	203						
	SUBTOTAL AREA	21.6	21.6				203	203						

APPENDIX A – DRAFT HOUSING
ELEMENT NEEDS ASSESSMENT

Map Reference	APN	Acres		% Used	Zoning	Allowable Density	Unit Capacity in 8 YR HE Cycle	Total Unit Capacity Est.	Infra.	On-site Constraints	Income Category	Existing Use	Comments		Previous Housing Element Notes
		in 8 YR HE Cycle	Total SP Acres												
Montelena															
U-1	Multiple APNs	11.8	11.8		MDR	RD 7	66	66	No	None	Mod	Vacant	Pending DA		No sites counted for previous RNHA.
U-2	Multiple APNs	163.7	163.7		LDR	RD 5	655	655	No	None	Abv Mod	Vacant	Pending DA		No sites counted for previous RNHA.
	Subtotal MOD	11.8	11.8				66	66							
	Subtotal ABV MOD	163.7	163.7				655	655							
	SUBTOTAL AREA	175.5	175.5				721	721							
Arista del Sol															
V-1	Multiple APNs	0	158.2		LDR	5-10	0	906	No	None	Abv Mod	Vacant	Not expected to break ground this HE cycle.		No sites counted for current RHNA.
	Subtotal ABV MOD	0	158.2				0	906							
	SUBTOTAL AREA	0	158.2				0	906							
Sunridge Lot J (Cresleigh)															
W-1	Multiple APNs	4.5	8.9		MDR	RD 10	35	75	No	None	Mod	Vacant	Pending Finished Lots		No sites counted for previous RNHA.
W-2	Multiple APNs	32	55.31		LDR	RD 4 - RD 7	179	294	No	None	Abv Mod	Vacant	Pending Finished Lots		No sites counted for previous RNHA.
	Subtotal MOD	4.5	8.9				35	75							
	Subtotal ABV MOD	32	55.31				179	294							
	SUBTOTAL AREA	36.5	64.21				214.2	369							
Douglas 103															
X-1	Multiple APNs	3.6	19.8		MDR	RD 15	43	213	No	None	Mod	Vacant	Pending Finished Lots		No sites counted for previous RNHA.
X-2	Multiple APNs	6.4	19.9		LDR	5-10	51	88	No	None	Abv Mod	Vacant	Pending Finished Lots		No sites counted for previous RNHA.
	Subtotal MOD	3.6	19.8				43	213							
	Subtotal ABV MOD	6.4	19.9				51	88							
	SUBTOTAL AREA	10	39.7				94.4	301							

APPENDIX A – DRAFT HOUSING
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Map Reference	APN	Acres in 8 YR HE Cycle	Total SP Acres	% Used	Zoning	Allowable Density	Unit Capacity in 8 YR HE Cycle	Total Unit Capacity Est.	Infra.	On-site Constraints	Income Category	Existing Use	Comments	Previous Housing Element Notes	
Douglas 98															
Y-1	Multiple APNs	35	99.9		LDR	5-10	280	693	No	None	Abv Mod	Vacant	Pending Finished Lots	No sites counted for previous RNHA.	
	Subtotal ABV MOD	35	99.9				280	693							
	SUBTOTAL AREA	35	99.9				280	693							
Grantline 208															
Z-1	Multiple APNs	0	139.4		LDR	5-10	0	724	No	None	Abv Mod	Vacant	Not expected to break ground this HE cycle.	No sites counted for current RHNA.	
	Subtotal ABV MOD	0	139.4				0	724							
	SUBTOTAL AREA	0	139.4				0	724							
Mather East (Sundance)															
AA-1	067-0040-026	0	12.03		MDR	RD 10	0	129	No	None	Mod	Vacant	Pending Finished Lots	Site H-1 in previous Housing Element - not counted for current RHNA.	
	Subtotal MOD	0	12.03				0	129							
	SUBTOTAL AREA	0	12.03				0	129							
North Douglas															
AB-1	Multiple APNs	7.3	7.3		MDR	RD 10	62	62	No	None	Mod	Vacant	Pending Finished Lots	No sites counted for previous RNHA.	
	Multiple APNs	111.8	111.8		LDR	RD 5 - RD 7	603	603	No	None	Abv Mod	Vacant	Pending Finished Lots	No sites counted for previous RNHA.	
	Subtotal MOD	7.9	7.3				62	62							
	Subtotal ABV MOD	111.8	111.8				603	603							
	SUBTOTAL AREA	119.7	119.1				665	665							
VACANT SITES GREENFIELD TOTALS															
	Total VL/L	56.46	202.06				1470.84	5375.00							
	Total MOD	143.29	610.78				2125.19	6812.83							
	Total ABV MOD	696.50	3695.51				3649.20	19986.80							
	TOTAL VACANT GREENFIELD SITES	893.49	4505.59				7178.99	32108.63							

Source: City of Rancho Cordova

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

During the 2006–2013 Housing Element cycle, development in the City’s greenfield areas ground to a halt. With the exception of projects that had already begun construction prior to the collapse of the housing market in 2008, no new entitlements or large-scale housing developments were approved. During the first half of 2013, the resurgence of the housing market has brought several of the dormant greenfield developments back online. Some of these developments were further in the planning process than others, and some have the potential to actually build housing units in the 2013–2021 Housing Element cycle. Table A-20 is a list of all the proposed developments by specific or special plan. The City has identified the developments that can reasonably be expected to complete the entitlement process and reach the finished lot stage on some portion of the project. This list also captures the developments with finished lots where building halted due to the housing market. While some of the product initially intended for these lots may not be feasible in the new housing market, some of them have already resumed the building permit and plan-check process.

AVAILABLE SINGLE-FAMILY SITES

Table A-20 provides the characteristics of areas available for the development of single-family homes. There is potential for 5,567 single-family dwelling units on 547.83 vacant and underutilized acres in the City. These units are split between the moderate and the above moderate affordability levels, with 2,393 units expected to be affordable to households at a moderate income and 3,174 units available for households with above moderate income. Some development projects have reacted to the changes in the housing market that resulted from the market collapse in 2007 by introducing smaller units on smaller lots that will generally be more affordable. These housing products are generally zoned at 10 to 20 dwelling units per acre. For the purpose of moderate and above moderate housing, land zoned or planned for RD-10 to RD-20 is identified as affordable to households with a moderate income, while land zoned or planned for densities lower than RD-10 are identified as affordable to households with an above moderate income.

LAND INVENTORY ANALYSIS

Table A-21 compares the RHNA requirements to the City’s capacity for new housing. The table is broken into affordability ranges and developing areas comparable to the land inventory tables above.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

TABLE A-21
LAND INVENTORY RHNA ANALYSIS

RHNA		VL/L 2,618	M 1,303	AM 3,087
Vacant Infill	Sunrise North		20	
	Mather RDA	241	45	
	Folsom Boulevard	357		
	Countryside/Lincoln Village	92	3	
	Williamson Ranch		34	
	Annexation Sites	425	101	
	Bradshaw and Highway 50		29	
Underutilized Infill	Town Center TOD	218		
	Folsom Boulevard New Markets		124	
	Mather RDA	160		
Greenfield	Capitol Village SPA		461	
	Villages of Zinfandel SPA	368	275	
	SunCreek SP	725	82	581
	Rio Del Oro SP	312	648	816
	The Ranch @ Sunridge		80	120
	Sunridge Park		78	
	Anatolia II	66	170	
	Anatolia III			286
	Anatolia IV		203	
	Montelena		66	655
	Sunridge Lot J		35	179
	Douglas 103		43	51
	Douglas 98			280
	North Douglas		62	603
Pending Projects				
	Horizons @ New Rancho	48		
Total		3,012	2,559	3,571
Surplus/(Shortfall)		394	1,256	484

Source: City of Rancho Cordova

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RHNA requires that the City show capacity for a range of housing choice and housing affordability. According to the City's projections, there will be surplus capacity of 280 housing units affordable to very low- and low-income households. Much of that capacity is in the infill areas where infrastructure and access to transportation and services already exists. The City also expects to have surplus capacity of 1,169 units affordable to moderate-income households and 9 surplus units to above moderate-income households. The housing product for moderate- and above moderate-income households does not necessarily have a clear delineation, and the City's projections are based on proposed densities.

HOUSING RESOURCES AND INCENTIVES

AFFORDABLE HOUSING PROJECTS IN RANCHO CORDOVA

There are 17 housing developments located in Rancho Cordova providing subsidized housing, with a total of 1,585 low- and very low-income units. Subsidized units account for approximately 7 percent of the total housing stock. The address, number of affordable units by bedroom size and income level, and source of financing for each affordable development is provided in Table A-22.

**TABLE A-22
SUBSIDIZED AND AT RISK AFFORDABLE AT-
RISK UNITS**

Name	Address	Subsidized Units	Program	Source
Sunrise Meadows	11020 Coloma Rd	44	LMSA	HUD
Mather Community Campus	3665 Bleckely St	219	HTF, TI	
Gold Ridge-El Parque	2605 El Parque Cir	3	Public Housing	SHRA
Gold Ridge-El Parque	2609 El Parque Cir	3	Public Housing	SHRA
Gold Ridge-El Parque	2613 El Parque Cir	2	Public Housing	SHRA
Gold Ridge-El Parque	2617 El Parque Cir	3	Public Housing	SHRA
Gold Ridge-El Parque	2619 El Parque Cir	3	Public Housing	SHRA
Gold Ridge-El Parque	2623 El Parque Cir	3	Public Housing	SHRA
Gold Ridge-El Parque	2701 El Parque Cir	4	Public Housing	SHRA

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Name	Address	Subsidized Units	Program	Source
Gold Ridge-El Parque	2703 El Parque Cir	4	Public Housing	SHRA
Gold Ridge-El Parque	2707 El Parque Cir	4	Public Housing	SHRA
The Cascades	9838 Lincoln Village Dr	112	LIHTC	HUD
2970 Portsmouth	2970 Portsmouth Dr	9	Public Housing	SHRA
Gold Ridge-El Parque	10730 Coloma Rd	24	Public Housing	SHRA
Chesapeake Commons	3600 Data Dr	180	Bond	
Cordova Meadows Apartments	2312 Sierra Madre Court	184	LIHTC	HUD
Rancho Cordova Apartmetns	10685 Coloma Road	95	LIHTC	HUD
The Crossings @ New Rancho	2708 & 2728 Woodberry Way	17	LIHTC	CTCAC
Mather Transitional Housing	3550 Femoyer St	235	HTF, TI	
10375 Mills Tower Drive	10375 Mills Tower Dr	2	Misc Comm Dev	SHRA
Carriage House I Apartments	10531 Mills Tower Dr	56	Misc Comm Dev	SHRA
Carriage House II Apartments	2830 Mills Park Dr	54	Misc Comm Dev	SHRA
Fountain Crest	2719 Mills Park Dr	71	HOME	SHRA
Park Meadows Apartments (Cordova Meadows)	2335 Sierra Madre Ct	183		SHRA
SUBTOTAL		1514		
At Risk Units				
La Loma	2088 W La Loma Dr	34	HFDA/8 NC	HUD
Coloma Woods	2300 Heather Glen Ln	28	Sec 8 NC	HUD
Mills Tower Apartments	10499 Mills Tower Dr	9	Sec 8 NC	HUD
SUBTOTAL		71		
TOTAL		1585		

Source: SACOG

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

AT-RISK HOUSING

Housing element law in the California Government Code (Section 65583) requires jurisdictions to include a study of all low-income housing units which may at some future time become unaffordable upon the expiration of affordability restrictions. Three general cases create the opportunity for the conversion of affordable units to market rate:

- Prepayment of HUD mortgages Section 221(d)(3), Section 202, and Section 236
- Opt-outs and expirations of project-based Section 8 contracts
- Other cases

A prepayment of HUD mortgages Section 221(d)(3) involves a privately owned project with HUD providing either below-market-interest-rate loans or market-rate loans with subsidy to the tenants. In a Section 236 complex, HUD provides assistance to the owner to reduce the costs to tenants by paying most of the interest on a market-rate mortgage. Additional rental subsidy may be provided to the tenant. With Section 202, HUD provides a direct loan to nonprofit organizations for project development and rental subsidy for low-income tenants. All Section 202 handicapped units (Section 202) are designed for physically handicapped, mentally disabled, and chronically mentally ill residents.

In a Section 8 contract for new construction or substantial rehabilitation, HUD provides a subsidy to the owner for the difference between a tenant's ability to pay and the contract rent. The likelihood for opt-outs increases when the market rents exceed the contract rents.

Other cases that create the opportunity for the conversion of affordable housing include the expiration of low-income use periods of various financing sources, such as Low Income Housing Tax Credit (LIHTC); bond financing; density bonuses; CHFA, CDBG, and HOME funds; and redevelopment funds.

As shown at the bottom of Table A-22, three of the federally assisted multi-family housing complexes in Rancho Cordova are at risk of losing their affordability restrictions during the Housing Element planning period.

COST ANALYSIS

The cost of maintaining the assisted units is estimated to be significantly less than the cost required to replace the units through new construction. Conserving assisted units generally requires subsidizing the difference between market-rate and assisted rents.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

The cost of acquiring an apartment complex on the market for use as assisted housing ranges from \$52,100 per dwelling unit to \$100,000 per dwelling unit (sales data of comparable rental housing taken from loopnet.com and realtor.com, June 2013). Based on this information, the acquisition cost of an individual 28- to 34-unit multi-family rental complex in Rancho Cordova would range from \$1.5 to \$3.4 million. The cost to acquire all 71 of the rental units at risk is estimated to be between \$3.7 and \$7.1 million.

Since land prices and land availability are generally the limiting factors to development of low-income housing, it is estimated that subsidizing rents to preserve assisted housing is both more feasible and more economical than constructing new units.

RESOURCES AND INCENTIVES FOR AFFORDABLE HOUSING

Efforts by the City to assist in the development, rehabilitation, and preservation of affordable housing would utilize organizational and financial types of resources. The following programs include local, state, and federal housing programs that are valuable resources in assisting in the development of affordable housing, preserving “at-risk” housing, and for housing rehabilitation.

TABLE A-23
AFFORDABLE HOUSING FUNDING RESOURCES

Program Name	Description	Eligible Activities
Federal Programs		
Community Development Block Grant (CDBG) Program	The Department of Housing and Urban Development (HUD) awards Community Development Block Grants annually to entitlement jurisdictions and states for general activities, including housing, and economic development activities. HUD also offers various other programs that can be utilized by the City and nonprofit and for-profit agencies for the preservation of low-income housing units such as Section 202 and Section 108 loan guarantees. The annual appropriation for CDBG is split between states and local jurisdictions called “entitlement communities.” The City of Rancho Cordova was granted entitlement status in January 2005 and began its funding cycle in July 2006.	Acquisition Rehabilitation Homebuyer Assistance Economic Development Assistance Homeless Assistance Public Services Infrastructure Replacement
HOME Investment Partnerships Program	The Home Investment Partnerships Program (HOME) was created under the Cranston Gonzalez National Affordable Housing Act enacted in November 1990. HOME funds are awarded annually as formula grants to	Acquisition Rehabilitation Homebuyer Assistance

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Program Name	Description	Eligible Activities
	participating jurisdictions. HUD establishes Home Investment Trust Funds for each grantee, providing a line of credit that the jurisdiction may draw upon as needed. The program's flexibility allows states and local governments to use HOME funds for grants, direct loans, loan guarantees, or other forms of credit enhancement or rental assistance or security deposits.	Rental Assistance
Housing Choice Voucher (HCV) Rental Assistance	Provides rental assistance payments to owners of market-rate properties on behalf of very low-income tenants.	Rental Assistance
Section 811	Provides grants to nonprofit developers of supportive housing for disabled persons. The grants may be used to construct or rehabilitate group homes, independent living facilities, and intermediate care facilities. The grants may also have a rental assistance component.	Acquisition Rehabilitation New Construction Rental Assistance
Section 203(k)	Provides fixed-rate, low-interest loans to organizations wishing to acquire and rehabilitate property.	Land Acquisition Rehabilitation Refinancing of Existing Debt
Low Income Housing Tax Credits (LIHTC)	In 1986, Congress created the federal Low Income Housing Tax Credits to encourage private investment in the acquisition, rehabilitation, and construction of low-income rental housing. Because high housing costs in California make it difficult, even with federal credits, to produce affordable rental housing, the California legislature created a state low-income housing tax credit program to supplement the federal credit. The state credit is essentially identical to the federal credit, the Tax Credit Allocation Committee allocates both, and state credits are only available to projects receiving federal credits. Twenty percent of federal credits are reserved for rural areas and 10 percent for nonprofit sponsors. To compete for the credit, rental housing developments have to reserve units at affordable rents to households at or below 46 percent of area median income. The targeted units must be reserved for the target population for 55 years.	New Construction
Mortgage Credit Certificate Program	Offers income tax credits to first-time homebuyers. The County distributes the credits.	Homebuyer Assistance
Supportive Housing Program (SHP)	Offers grants to agencies who offer supportive housing and services to the homeless.	Transitional Housing Housing for Disabled Persons

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Program Name	Description	Eligible Activities
		Supportive Housing Support Services
Community Reinvestment Act	The Community Reinvestment Act (CRA), enacted by Congress in 1977, is intended to encourage depository institutions to help meet the credit needs of the communities in which they operate, including low- and moderate-income neighborhoods, consistent with safe and sound banking operations. The CRA requires that each insured depository institution’s record in helping meet the credit needs of its entire community be evaluated periodically. That record is taken into account in considering an institution’s application for deposit facilities, including mergers and acquisitions.	New Construction Rehabilitation Acquisition Support Services Supportive Housing Homebuyer Assistance
State Programs		
Emergency Shelter Program	Awards grants to nonprofits for the provision of shelter support services	Support Services
Multi-Family Housing Program (MHP)	Provides loans for new construction, rehabilitation, and preservation of affordable rental housing. Payments on the loans are deferred for a specified period of time.	New Construction Rehabilitation Preservation
California Housing Finance Agency (CHFA) Rental Housing Programs	Offers permanent financing for acquisition and rehabilitation to for-profit, nonprofit, and public agency developers seeking to preserve at-risk housing units. In addition, CalHFA offers low interest predevelopment loans to nonprofit sponsors through its acquisition/rehabilitation program.	New Construction Rehabilitation Acquisition
California Housing Finance Agency (CalHFA) Home Mortgage Purchase Program	CalHFA sells bonds to raise funds for providing below-market-rate loans to qualifying first-time homebuyers.	Homebuyer Assistance
Supportive Housing/Minors Leaving Foster Care	This program provides funds for housing and services for persons who need support services to live independently (e.g., disabled, mentally ill).	Supportive Housing Foster Care
CalHOME	Provides grants to local governments and nonprofit agencies for homebuyer assistance, rehabilitation, and new construction. The agency also finances acquisition, rehabilitation, and replacement of manufactured homes.	Homebuyer Assistance Rehabilitation New Construction
California Self-Help Housing Program	Provides grants for the administration of mutual self-help housing projects.	Homebuyer Assistance New Construction Administrative

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Program Name	Description	Eligible Activities
Costs		
Emergency Housing and Assistance Program	Provides grants to support emergency housing.	Shelters Transitional Housing
CalHFA Programs		
Affordable Housing Partnership Program	Provides lower interest rate CalHFA loans to homebuyers who receive local secondary financing.	Homebuyer Assistance
Self-Help Builder Assistance Program	Provides lower interest rate CalHFA loans to owner-builders who participate in mutual self-help housing projects. Also provides site acquisition, development financing, and construction financing for self-help projects.	Homebuyer Assistance Site Acquisition Site Development Home Construction
California Housing Assistance Program	Provides 3% silent second loans in conjunction with 97% CalHFA first loans to give eligible homebuyers 100% financing.	Homebuyer Assistance
Extra Credit Teacher Program	Provides \$7,500 silent second loan with forgivable interest in conjunction with lower interest rate CalHFA first loans to assist eligible teachers in buying homes.	Homebuyer Assistance
Housing Enabled by Local Partnerships	Provides 3% interest rate loans, with repayment terms up to 10 years, to local government entities for locally determined affordable housing priorities.	Wide Range of Eligible Activities
Low Income Housing Tax Credits	Provides state tax credits for rental housing programs.	New Construction Rehabilitation
Predevelopment Loan Program	The California Department of Housing and Community Development (HCD) administers the program, which provides funds to pay the initial costs of developing affordable housing developments. Priority is given to applications with matching financing from local redevelopment agencies or federal programs.	
Multifamily Housing Program	HCD conducts the acquisition and rehabilitation component of the Multifamily Housing Program to acquire and rehabilitate existing affordable rental housing. Priority is given to projects currently subject to regulatory restrictions that may be terminated. Assistance is provided through low interest construction and permanent loans. Eligible applicants include local government agencies, private nonprofit organizations, and for-profit organizations.	Rental Acquisition Rental Rehabilitation
Local Program and Private Sources		
Very Low Income	The City of Rancho Cordova has a Very Low	New Construction

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Program Name	Description	Eligible Activities
Housing Trust Fund	Income Housing Trust Fund (VLIHTF) (originally adopted under Sacramento County), which provides a linkage between the demand for very low-income housing and the development of commercial, office, industrial, and other nonresidential uses that create lower-paying employment opportunities that generate a demand for very low-income housing. Nonresidential developments in Rancho Cordova are required to pay into the VLIHTF on a square footage basis at building permit. The housing fee is in effect at the time the building permit is to be issued. The fees are as follows: Office \$.97 per square foot Hotel \$.92 per square foot R&D \$.82 per square foot Commercial \$.77 per square foot Manufacturing \$.61 per square foot	
Public Housing Authority Rental Subsidy	The local PHA is operated by SHRA, which manages housing and community development activities including conventional or low rent public housing and Housing Choice Vouchers program (Section 8 certificate). The conventional housing program involves housing developments that are managed and maintained by SHRA. The Housing Choice Vouchers program involves a tenant-based rental subsidy administered by the agency. Qualified families are selected and certified from a waiting list. A qualified family can utilize the vouchers at any decent, sanitary, and safe housing unit (single-family or multi-family). The tenant's portion of the rent is based on 30% of the adjusted family gross income. SHRA subsidizes the difference between the tenant's portion and the contract rent. However, Fair Market Rents (FMR) restricts the actual contract rent as determined by the US Department of Housing and Urban Development (HUD). The Section 8 voucher program is similar to the certificate program, except the tenant's housing contract rent is not restricted by FMR.	Tenant-based Rental Assistance
Federal Home Loan Bank System	Facilitates Affordable Housing Programs (AHP), which subsidize the interest rates for affordable housing. The San Francisco Federal Home Loan Bank District provides local service within California. Interest rate subsidies under the AHP can be used to finance the purchase, construction, and/or rehabilitation of rental housing. Very low-income households must	Acquisition New Construction Rehabilitation

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Program Name	Description	Eligible Activities
	occupy at least 20% of the units for the useful life of the housing or the mortgage term.	
Tax Exempt Housing Revenue Bond	The City can support low-income housing by issuing housing mortgage revenue bonds requiring the developer to lease a fixed percentage of the units to low-income families at specific rental rates.	New Construction Rehabilitation Acquisition
Federal National Mortgage Association (Fannie Mae)	Fannie Mae offers a variety of mortgages, including traditional fixed-rate, low down payment for underserved low-income areas, and mortgages, which fund the purchase and rehabilitation of a home.	Homebuyer Assistance Rehabilitation
California Community Reinvestment Corporation	Nonprofit mortgage banking consortium designed to provide long-term debt financing for affordable multi-family rental housing. Nonprofit and for-profit developers contact member banks.	New Construction Rehabilitation Acquisition
Freddie Mac Home Works	Provides first and second mortgages that include a rehabilitation loan. The City provides gap financing for the rehabilitation component.	Homebuyer Assistance Rehabilitation

Source: City of Rancho Cordova

INCENTIVES FOR AFFORDABLE HOUSING DEVELOPMENT

In addition to the affordable housing resources listed above, the City anticipates offering incentives to promote the development of housing affordable to very low- and low-income households. Such incentives as the City may offer to encourage the development of affordable housing will include, but are not limited to:

- Financial assistance (based on availability of federal, state, local foundation, and private housing funds)
- Expedited development review
- Streamlined development application processing
- Modification of development requirements such as reduced parking standards for seniors, assisted care, and special needs housing on a case-by-case basis

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HOUSING CONSTRAINTS

GOVERNMENTAL AND NON-GOVERNMENTAL CONSTRAINTS

Various interrelated factors may constrain the ability of the private and public sectors to provide adequate housing that meets the housing needs for all economic sectors of the community. These constraints can be divided into two categories: governmental and non-governmental. Governmental constraints consist of land use controls, development standards, processing fees, development impact fees, code enforcement, site improvement costs, development permit and approval processing, and provision for a variety of housing. Non-governmental constraints include land availability, environment issues, vacancy rates, land cost, construction costs, and availability of financing.

Governmental Constraints

Land Use Controls

The Rancho Cordova General Plan establishes policies that guide all new development, including any residential development. These policies, along with zoning regulations, control the amount and distribution of land allocated for different land uses in the City. The land use designations established by the General Plan that allow single-family and multi-family residential development are provided in Table A-24.

TABLE A-24
GENERAL PLAN RESIDENTIAL LAND USE
DESIGNATIONS

Residential Land Uses		
Designations	Dwelling Units per Gross Acre	Notes
Rural Residential (RR)	0.1–0.5	Designates areas near the edge of the City in a more natural setting where larger ranchette-style homes on 2- to 10-acre lots are predominant. May include limited farming and agriculture.
Estate Residential (ER)	0.51–2.0	Generally characterized by larger “executive” homes on generous lots ranging in size from 0.5 acre to 2 acres in size. Appropriate for urban to rural transition areas, significant natural areas, and integrated into neighborhoods with a variety of housing types.
Low Density Residential (LDR)	2.1+ –6.0	Predominantly single-family detached homes in traditional neighborhoods. Representative densities are consistent with

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		the majority of the older housing stock in Rancho Cordova.
Medium Density Residential (MDR)	6.1+ –18.0	Generally characterized by small-lot single-family detached or single-family attached (i.e., condominium/townhome-type) development. The wide variety of site development patterns and architectural styles that represent this density range is often referred to as “Village Residential.”
High Density Residential (HDR)	20.1+–40.0	Predominantly apartments, condominiums, or clustered single-family units, generally in multi-story configurations. Parking is typically provided in traditional surface lots, but parking structures may be used at high densities.
Commercial and Mixed Land Uses		
Designations	Dwelling Units Per Gross Acre	Notes
Residential Mixed Use	6.1–40.0	Multi-family is allowed at a minimum density of 6.1 units per acres and a maximum density of 40 units per gross acre.
Commercial Mixed Use	2.1–18.0	Multi-family is allowed at a minimum density of 2.1 units per acres and a maximum density of 18 units per gross acre.
Office Mixed Use	2.1–18.0	Multi-family is allowed at a minimum density of 2.1 units per acres and a maximum density of 18 units per gross acre.
Village Center Mixed Use	6.1–18 .0	Multi-family is allowed at a minimum density of 6.1 units per acres and a maximum density of 18 units per gross acre.
Town Center Mixed Use	6.1–18 .0	Multi-family is allowed at a minimum density of 6.1 units per acres and a maximum density of 18 units per gross acre.
Transit-Oriented/ Town Center Mixed Use	20–80.0	Multi-family is allowed at a minimum density of 20 units per acres and a maximum density of 80 units per gross acre.
Regional Town Center	6.1–40.0	Multi-family is allowed at a minimum density of 6.1 units per acres and a maximum density of 40 units per gross acre.
Agriculture		
Designation	Minimum Parcel Size (Gross Acres)	Notes
Rural Agriculture	10–100	Rural areas where some agricultural uses may occur, but where residential homes on lots of 10 to 100 acres are the predominant land use.
General Agriculture	100+	Areas set aside for commercial agricultural production. Minimum parcel size is 100 acres to ensure economic viability for farming operations.
Other Designations		
Designation	Notes	
Planning Areas	Planning Areas are subject to the preparation of more detailed comprehensive plans.	

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Folsom Boulevard Planning Area (FBPA)	The Folsom Boulevard Planning Area will serve as the high-intensity development center of the City. The tallest buildings with residential densities near 80 units per acre will be developed here in a mixed-use setting (overall average density assumed is 24 units per acre).
Rio Del Oro Planning Area	The Rio Del Oro Planning Area would contain a mix of low-, medium-, and high-density residential units with an average density of approximately 6 to 8 units per acre. Residential areas would be developed as an interconnected series of walkable neighborhoods served by Neighborhood Center and Village Centers.
Suncreek/Preserve Planning Area	The Suncreek/Preserve Planning Area is within the approved Sunrise Douglas Community Plan area. Based on previous approval and current development requests, land uses in the Suncreek/Preserve Planning Area could result in the development of approximately 1,200 acres of single-family and multi-family residential areas, accompanied by 450 acres of supporting commercial, office, and mixed uses.
Countryside/Lincoln Village Planning Area	This Planning Area is almost entirely developed and includes primarily residential development. Existing residential development contains a high concentration of low- and moderate-income households with limited east-west connectivity.

Source: City of Rancho Cordova

Note: This table provides a summary of land use designations described in additional detail in the Land Use Element and is not intended to establish land uses.

Residential Development Standards

The City of Rancho Cordova Zoning Code is the guiding document for residential development policies. The policies establish and control the type, location, and density of residential development in Rancho Cordova. The zoning regulations serve to protect and promote the health, safety, and general welfare of the community residents and also implement the goals and policies of the General Plan. The specific residential land use zones used in Rancho Cordova and the respective maximum densities are shown in Table A-24.

In addition to zoning and minimum lot sizes, the City of Rancho Cordova further controls residential development through development standards. Table A-26 details the development standards that are applied to residential development in the City. The City's parking requirements for residential projects are dependent on the housing type. Parking requirements may be reduced or negotiated through the entitlement process. Table A-48 also provides the parking requirements for residential developments. Single-family residential units are required to have two off-street spaces per unit. The number of parking spaces required for multi-family residential units ranges from 1.5 off-street spaces for one-bedroom units to two spaces for units with two or more bedrooms. An additional 0.6 parking spaces per unit are required to accommodate guests in multi-family residential projects. Actual observed parking requirements for affordable senior and special needs developments proximate to transit hubs and after completing Design Review are considerably less than the normal standard. Residential lots with a habitable accessory structure must provide two off-

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street spaces for each dwelling unit. The Zoning Code allows the required off-street parking spaces to be provided in a garage, under a carport, on an open dust-free surface, or any combination of these.

Building setbacks, maximum height limits, and open space requirements are also compulsory for all housing developments in the City. The requirements are minimal and none of these requirements are considered to constrain development, as evidenced by the amount of housing development occurring in the City, and are used to ensure an aesthetically pleasing project that allows for recreational uses and open space areas.

TABLE A-25
RESIDENTIAL LAND USE ZONES AND DENSITIES

Type of Use	Zoning Classification	Maximum Number of Units Per Acre	Minimum Lot Area (Sq. Ft.)	Minimum Lot Width
Single-Family	RD-1	1	1 acre	75
Single-Family	RD-2	2	20,000	75
Single-Family	RD-3	3	10,000	65
Single-Family	RD-4	4	8,500	65
Single-Family	RD-5	5	5,200 (interior lot)	52
		5	6,200 (corner lot)	62
Duplex	RD-7	5	8,500	80
Single-Family		7	4,000 (interior lot)	40
		7	5,200 (corner lot)	52
Duplex		7	6,200 (interior lot)	62
		7	8,500 (corner lot)	80
Single-Family	RD-10	10	4,000 (interior lot)	40
	RD-15	15	5,200 (corner lot)	52
Duplex	RD-20	20	6,200 (interior lot)	62
	RD-25	25	7,200 (corner lot)	72
Multi-family	RD-30	30	5,200 (interior lot)	52
	RD-40	40	6,200 (corner lot)	62

Source: City of Rancho Cordova Zoning Code

Note: Specific Plan Areas and SPAs may incorporate different development standards

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TABLE A-26
RESIDENTIAL DEVELOPMENT STANDARDS

Development Standard	RR	ER	RD-1	RD-2	RD-3	RD-4	RD-5	RD-6	RD-7	RD-10 ²	RD-15 ²	RD-20 ²	RD-25	RD-30	MDR (URI in FBSP)	HDR	RMH ¹
Density (gross, neighborhood or development average for product type) ⁵																	
Minimum	1 du/ 10 ac	1 du/ 1.9 ac	1 du/ 2 ac	1 du/ 0.9 ac	2.1 du/ac	3.1 du/ac	4.1 du/ac	5.1 du/ac	6.1 du/ac	7.1 du/ac	10.1 du/ac	18.1 du/ac	20.1 du/ac	25.1 du/ac	6.1 du/ac	20.1 du/ac	7.1 du/ac
Maximum	1 du/ 2 ac	2 du/ac	1 du/ac	2 du/ac	3.0 du/ac	4.0 du/ac	5.0 du/ac	6.0 du/ac	7.0 du/ac	10.0 du/ac	15.0 du/ac	20.0 du/ac	25.0 du/ac	30.0 du/ac	18.0 du/ac	40.0 du/ac	18.0 du/ac
Setbacks (minimum)																	
Front – General		30 ft				20 ft			18 ft	18 ft ²				18 ft			
Front – Living Area			n/a				14 ft				n/a				10 ft	n/a	
Side – Interior Lot/Detached Units	15 ft					5 ft				5 ft			25 ft		3 ft	20 ft	5 ft
Side – Interior Lot/Attached Units	n/a					n/a				5 ft			n/a		0 ft	n/a	
Side – Street Side/Corner Lot	30 ft						12.5 ft						25 ft		12.5 ft	15 ft	15 ft
Side – Zero Lot Line	n/a					0 ft/10 ft				0 ft/10 ft			0 ft/10 ft		0 ft/10 ft	n/a	
Rear – In General ⁶					25 ft ⁴					20 ft			20 ft		10 ft	20 ft	20 ft
Rear – Setback to Alley ROW									3 ft								
Lot Dimensions (minimum)																	
Width/Frontage – Interior Lot	250 ft	75 ft		75 ft		65 ft					n/a						
Width/Frontage – Corner Lot	250 ft	100 ft		75 ft		65 ft					n/a						
Depth	100 ft									n/a							
Height (maximum)																	
Primary Structure/Unit	40 ft						30 ft						40 ft		45 ft	60 ft	30 ft
Accessory Structure						16 ft						16 ft			26 ft	26 ft	16 ft
Lot Coverage (maximum)	25%	30%					75%						75%		75%	75%	n/a
Common Open Space Requirement (minimum) ³						n/a							25%		n/a	25%	n/a

Source: City of Rancho Cordova Zoning Code

Notes:

1. These development standards address overall development of a mobile home park. Standards for individual mobile home lots within a park or mobile home subdivision can be found in RCMC 23.901.050 (Mobile homes and mobile home parks).
2. Setback standards may be amended during the design review process to accommodate innovative housing types or adjust for unique site conditions.
3. Common open space includes all landscaped areas outside of the required landscape corridors along adjoining streets, active and passive recreation areas, other outdoor amenities, and natural open space areas. Reductions in the required open space area to a minimum of 20 percent of the gross area for exceptional architecture design may be granted by the designated approving authority.
4. The required minimum rear setback for lots less than 125 feet in depth in RD-1 to RD-10 is 20 percent of minimum lot depth.
5. Residential developers are encouraged to avoid the monotonous use of similar lot sizes on adjacent parcels. This code does not require minimum lot sizes to avoid monotonous lot configurations and home sizes.
6. Encroachments are permitted into the rear yard according to Chapter 23.704 RCMC.
7. Second dwelling units (attached or detached) may be constructed up to the maximum height limit of the primary structure

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Specific Plan and Special Planning Areas

Rancho Cordova has Specific Plan (SP) and Special Planning Areas (SPA) that are each distinguished by their location and unique development characteristics. Once adopted, SPs and SPAs replace the zoning of the property with zoning unique to the project area. While SPs rely on the existing development standards in the Zoning Code, SPAs may establish development standards for minimum lot area, building setbacks, lot width and depth, and building height that differ slightly from citywide development standards. Specifically, SPAs are designed to protect certain resources of the City from incompatible land uses and to preserve areas with unique social, architectural, or environmental characteristics not otherwise adequately protected by regular zoning. In general, the intent of an SPA is to allow flexibility in development standards and existing zoning. Developers are encouraged to vary housing designs and densities in these areas, including such types as mixed-use commercial/residential developments and carriage houses. Developers are required to maintain minimum densities based on the established zoning for the area.

In many cases, SPs and SPAs allow unique uses and development standards for the planning area. These unique zoning provisions may increase flexibility for subsequent development within the planning area. All SPs and SPAs must be consistent with the City's General Plan. The SPAs and SPs are not considered to hamper housing development and, in reality, may promote housing development through the easing of some standards.

Overall, the Rancho Cordova residential development standards do not constrain the development of new housing or affordable housing. Significant constraints to the development of affordable housing are generally non-governmental, including high land and construction costs, lack gap financing for affordable projects, and a variety of other market factors.

Design Guidelines

The City of Rancho Cordova recently adopted Design Guidelines that apply to all new development within the City and may apply to modifications within existing developments. The Design Guidelines do not pose a constraint on the development of housing in the City of Rancho Cordova but represent the City's guiding policies with respect to the quality of design expected for all projects within the City. Experience with projects funded by the Low Income Housing Tax Credit demonstrates that well-designed multi-family low- and very low-income apartment complexes contribute to community acceptance and improved living conditions for the residents of such rental housing. These guidelines are intended to:

- Create an integrated community framework.

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- Promote a mix of uses, both at the street level and within individual structures, that capture the essence of the community and contribute to the health and vitality of the City.
- Respect the existing uses and environment while maximizing opportunities for smart, vibrant development that shapes a new identity for the City.
- Encourage pedestrian-oriented development that is successful and attractive to residents and visitors.

The designated approving authority for design review in Rancho Cordova is the City Council. The City Council will review and approve, conditionally approve, or deny design review applications using the guiding principles and design concepts described in the Design Guidelines.

The Design Guidelines allow flexible alternative standards for streets, bikeways, open space, parks, and streetscape design. They encourage many pedestrian-oriented design aspects, including sidewalks separated from the street by landscaping, landscape medians, tree preservation within the right-of-way, traffic circles, curb extensions to slow traffic, and other approved traffic calming devices. To promote the incorporation of separated sidewalks, minimum front and street side yard setbacks may be modified. Street systems are required to be designed to improve traffic circulation in and through the site.

Parks and open space should be consistent with current open space plans adopted by the City. The specific location of parks and open space are to be determined by the Planning Department and the City Council in conjunction with area plans or subdivision map review.

Bikeways are required throughout each project and may be incorporated into the street design or as separate bike/pedestrian pathways.

Streetscape design includes landscaping, lighting, and the use of street furniture to make the street more inviting to the pedestrian.

The City's Design Guidelines would have minimal financial impact on the development of housing and promote sustainable housing by encouraging quality of design and pedestrian-friendly neighborhoods. No specific materials or building techniques are required in the Design Guidelines, and a multitude of designs are acceptable to the City.

The City encourages neighborhood design patterns to utilize a mix of densities and lot sizes to create a diversity of housing products.

By adopting special standards that allow for flexibility in design and an increase in density, the Design Guidelines promote the development of housing affordable to lower-income

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households. The following standards have been incorporated into the Design Guidelines to increase densities and promote affordability:

- On corner lots, the minimum lots sizes and widths in the underlying zoning district shall apply to combined lots for duplexes and halfplexes.
- Minimum building setbacks in the RD-7 zoning districts have been reduced to 18 feet for the front yard, and the rear yard setback was reduced to 10 feet for one-story structures and 15 feet for two-story structures.
- Minimum lot sizes and widths have been eliminated in the RD-10 and RD-15 zoning districts to allow for greater densities and design flexibility.

Provision for a Variety of Housing

The Housing Element must identify adequate sites that are available for the development of housing types for all economic segments of the population. Housing types include single-family residential housing, multi-family residential housing, residential accessory dwelling units, mobile homes, duplexes and halfplexes, and residential care homes. Table A-27 below identifies allowed uses and corresponding permit requirements for the residential zoning districts, and Table A-28 identifies allowed uses and permit requirements for mixed-use districts of Rancho Cordova.

Reasonable Accommodations

The City provides housing for special needs populations, including housing accessible for persons with disabilities (including veterans as a primary target group), large households, the homeless, and single-parent households. The City provides accessibility in housing for persons with disabilities by implementing state and federal requirements by undertaking the following actions: (1) review regulations and procedures for City-funded or operated housing programs to ensure that they do not exclude participation by persons with disabilities; and (2) include accessibility considerations in the preparation of the City's capital improvement plan and the allocation of funding for capital improvements in support of housing and residential neighborhoods.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

TABLE A-27
ALLOWED USES AND PERMIT REQUIREMENTS FOR
RESIDENTIAL ZONING DISTRICTS

Land Use Category	RR	ER	RD -1	RD -2	RD -3	RD -4	RD -5	RD -6	RD -7	RD -10	RD -15	RD -20	RD -25	RD -30	M DR	HD R	RM H
Residential Uses																	
Adult Day Care Home	P	P	P	P	P	P	P	P	P	P	P	N	N	N	N	N	N
Caretaker Housing	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P
Dwelling, Multi- Family	N	N	N	N	N	N	N	N	N	P	P	P	P	P	P	P	N
Dwelling, Second Unit	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Dwelling, Single- Family	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N	P
Dwelling, Two-Family	N	N	N	N	N	N	N	N	L	P	P	P	P	P	P	N	N
Emergency Shelter	N	N	N	N	N	N	N	N	C	C	C	C	C	C	C	C	C
Employee Housing	L	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Family Day Care Home, Large	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P	AU P
Family Day Care Home, Small	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

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Land Use Category	RR	ER	RD -1	RD -2	RD -3	RD -4	RD -5	RD -6	RD -7	RD -10	RD -15	RD -20	RD -25	RD -30	M DR	HD R	RM H
Group Residential	C	C	N	N	N	N	N	N	N	C	P	P	P	P	P	P	N
Guest House	P	P	P	P	P	P	P	P	P	P	P	N	N	N	P	N	N
Home Occupations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Live-Work Facility	N	N	N	N	N	N	AU P	AU P	AU P	P	P	P	P	P	P	P	N
Manufactured Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Mobile Home	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	P
Mobile Home Park	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P
Residential Care Home	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	N
Single Room Occupancy (SRO)	N	N	N	N	N	N	N	N	N	N	N	C	C	C	N	C	N
Transitional /Supportive Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

Source: City of Rancho Cordova Zoning Code

Notes:

- 1 Use regulations in the table are shown with representative symbol by use classification listing: "P" symbolizes uses permitted allowed by right, "L" symbolizes uses that require approval of a limited use permit, "C" symbolizes uses that require approval of a conditional use permit, and "N" symbolizes uses that are not permitted.
- 2 Duplexes/halfplexes are permitted (P) on corner lots by right. On interior lots, a limited use permit (L) is required. In such instances, duplexes/halfplexes are exempt from the density requirements of the zoning district, provided that the overall neighborhood or subdivision has an average density within the allowable range.
- 3 Transitional housing shall be treated like similar uses as required by state law (e.g., a single-family home used for transitional housing is subject to same requirements as a typical single-family home).
- 4 Senior independent living facilities are required to meet provisions in Chapter 5.1.

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TABLE A-28
ALLOWED USE AND PERMIT REQUIREMENTS
FOR MIXED-USE DISTRICTS

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC
Residential Uses								
Adult Day Care Home	P	N	N	N	N	N	N	N
Caretaker Housing	P	P	P	P	P	P	P	P
Dwelling, Multi-Family	P ¹	P ^{1,2}	P ^{1,2}	N	N	P ¹	P ¹	P ¹
Dwelling, Second Unit	P	N	N	N	N	N	N	N
Dwelling, Single-Family	P ¹	P ^{1,2}	P ^{1,2}	N	N	P ¹	P ¹	P ¹
Dwelling, Two-Family	P ¹	P ^{1,2}	P ^{1,2}	N	N	P ¹	P ¹	P ¹
Emergency Shelter	C	C	C	C	N	N	N	N

Source: City of Rancho Cordova Zoning Code

Notes:

1. See the density restrictions in the underlying zoning district.

2. This use is permitted or conditionally permitted as specified only in conjunction with the predominant use of the mixed-use district. In other words, this use is only allowed as part of an integrated development.

P = Permitted use

S = Permitted use subject to special conditions

C = Permitted use subject to the issuance of a conditional use permit

1 Subject to development plan review by Planning Director. Projects of 80–150 units are subject to development plan review by the City Council. Projects of more than 150 units are subject to development plan review by the City Council.

Site Improvements, Development Impact Fees, and Processing Fees

Costs associated with site improvements are often a significant part of the total cost of new residential development. Site improvement costs are usually charged for the provision of sanitary sewer and water service and for necessary transportation improvements, as well as to provide any other necessary infrastructure or services to the project. In addition, the City may require payment for various off-site improvements as a part of project mitigation measures (e.g., payment for an off-site traffic signal).

Developers of new residential projects are also required to construct all on-site streets, sidewalks, curbs, gutters, and any necessary additions to affected off-site arterials.

Generally, new residential streets are to comply with the City's street standards as outlined in Title 22 of the Municipal Code and as adopted in the current improvement standards. A minor residential street is required to have a right-of-way of 40 feet, with pavement width

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

being 32 feet and two sidewalks each 4 feet (Table A-29). Minor residential streets are used when serving fewer than 100 single-family residential units. Primary residential streets are required to have a 50-foot right-of-way, including the pavement width of 42 feet, and may serve up to 400 single-family and duplex units. These standards are considered necessary in order to sustain and improve the quality of life in Rancho Cordova. However, alternative designs to improve the aesthetics, pedestrian experience, or circulation are encouraged with the condition that minimum pavement width for both public and private streets shall be consistent with the City's adopted residential street standards. Examples of alternative designs may include sidewalks separated from the back of curb by a landscape planter strip, landscape medians, traffic circles, and other approved traffic calming devices.

**TABLE A-29
SITE IMPROVEMENTS**

Type	Service	Street Width	Sidewalk Width (each)	Total
Minor Residential	Up to 99 single-family	32	4	40
Primary Residential	100 to 399 single-family and duplexes	42	4	50
Collector Street	400 or more residential units	48	4	56
Collector Street	Multi-family, industrial, commercial	48	6	60
Arterial Street	N/A	72	6	84

Source: City of Rancho Cordova Improvement Standards

Rancho Cordova collects fees from new development projects to cover the costs of planning review and permit processing, which include plan checks and inspection fees. A more detailed discussion of the development permit and approval processing is provided in the next section.

A variety of development impact fees are often assessed on new residential projects that include City-controlled fees (e.g., development application fees, building permit fees) and non-City-controlled fees (e.g., school impact fees, utility connection fees). Other components of total project costs are the utility service connection fees (e.g., sewer and water connection fees).

The various planning review and processing fees, development impact fees, and utility service connection fees collectively can add significantly to the cost of new housing. The City of Rancho Cordova has adopted citywide impact fees for all developments including those of single-family and multi-family projects. A breakdown of the community facility fee for single-family and multi-family projects is shown in Table A-30. Table A-31 provides a

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

listing of planning fees charged by the City of Rancho Cordova. The breakdown of the total fee for a 100-unit single-family residential development, as well as the per-unit fee, is provided in Table A-31. Development fees, including building, planning, and impact fees, for a 1,600-square-foot home are estimated to be \$78,204 (Table A-31). Table A-32 provides development fees per multi-family unit and for a multi-family project. The estimated development fees for a 900-square-foot multi-family unit are \$68,416 (Table A-32).

TABLE A-30
COMMUNITY FACILITIES FEE

	Single-Family Residential (per unit)	Multi-Family Residential (per unit)
Community Facilities Fee – Facilities	\$2,822	\$2,205
Community Facilities Fee – Library	\$578	\$452
	\$3,400	\$2,657

Source: City of Rancho Cordova 2005 Residential Fee Schedule

In 2012, the City Council dissolved the City of Rancho Cordova Planning Commission. The Council's goal was to remove barriers to development and improve the speed and efficiency by which development applications and projects were processed. The responsibilities of the Planning Commission were split between City Planning staff and the City Council. Most of the minor or routine development decisions are made at the staff level, while design review and major project decision are brought before the City Council. Table A-31 lists the planning fees and deposits associated with development projects and use permits.

TABLE A-31
PLANNING FEES

Description	Deposit Amount	Fee Amount
General Plan Amendment	\$15,000	
Rezone	\$15,000	
Specific Plan Initiation	\$5,000	
Special Planning Area Initiation	\$5,000	
Zoning Ordinance Amendment	\$10,000	
Design Review – Major	\$10,000	
Design Review – Minor	\$5,000	
Design Review Amendment	\$5,000	
Development Agreement	\$10,000	

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

Description	Deposit Amount	Fee Amount
Development Agreement Amendment	\$5,000	
Conditional Use Permit	\$10,000	
Conditional Use Permit Amendment	\$5,000	
Use Permit – Condo Conversion	\$8,000	
Tentative Parcel Map	\$10,000	
Tentative Parcel Map Extension	\$1,000	
Tentative Parcel Map Resubmission	\$5,000	
Tentative Parcel Map Waiver – Condo	\$3,000	
Tentative Parcel Map Amendment	\$3,000	
Tentative Subdivision Map (1–20 lots)	\$10,000	
Tentative Subdivision Map (21 or more)	\$20,000	
Tentative Subdivision Map Amendment	\$5,000	
Variance	\$10,000	
Nonconforming Use Certificate	\$3,000	
Initial Study Deposit (Negative Declaration/EIR)	\$5,000	
Development Agreement Annual Compliance Review	\$5,000 minimum balance for the term of the Agreement.	
Limited Use Permit	\$4,000	
Planning Director Determination – Public Hearing	\$1,500	
Planning Director Determination – No Public Hearing	\$1,000	
Unified Sign Program	\$2,000	
Reasonable Accommodation	\$2,000	
Administrative Use Permit		\$1,184
Adjustment		\$1,231
Temporary Use Permit		\$241
Boundary Line Adjustment		\$942
PCN (Public Convenience & Necessity)		\$1,830
Zoning Verification Letter		\$397
Appeals of Planning Director Decision to City Council		\$4,383
Appeals of Decision to City Council		\$4,373
Appeal of Zoning Decision to City Council		\$2,590

Source: City of Rancho Cordova Planning Department

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

TABLE A-32
**DEVELOPMENT FEES FOR A SINGLE-FAMILY
RESIDENTIAL UNIT AND 100-UNIT PROJECT**

	Unit ¹	100-Unit Project
Planning Application/Plan Check Fees		
Building Permit Fee	\$3,290	\$329,000
Plan Review Fee	\$1,316	\$131,600
Zone Check Fee	\$171	\$17,100
Impact Fees		
General Plan Cost Recovery Fee	\$211	\$21,100
Capital Fire Facilities Fee	\$896	\$89,600
Community Facilities Fee	\$3,400	\$340,000
Measure A Impact Fee		
Measure A Impact Fee	\$1,100	\$110,000
Transit Fee		
Zones 2 and 2B	\$87	\$8,700
Zones 3, 3C, and 3S	\$175	\$17,500
Drainage Fee		
Zone 11A	\$14,048	\$1,404,800
Zone 11B	\$9,844	\$984,400
Schools		
Folsom Cordova Unified Fee	\$8,592	\$859,200
Elk Grove Unified Fee	\$7,456	\$745,600
Utility Connection Charges		
Water Connection	\$13,447	\$1,344,700
Sewer Connection		
Sacramento Area Sewer District	\$14,171	\$1,417,1000
TOTAL	\$55,389 – \$60,817	\$5,538,900 - \$6,081,700

Source: City of Rancho Cordova Building & Public Works Department

¹ Units are assumed to be 1,600 square feet on 0.25 acre, valued at \$280,000, and built in new subdivisions. Infill development may be somewhat less expensive.

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TABLE A-33
**DEVELOPMENT FEES FOR MULTI-FAMILY
RESIDENTIAL UNIT AND PROJECT**

	Unit ¹	100-Unit Project
Planning Application/Plan Check Fees		
Building Permit Fee	\$2,590	\$259,000
Plan Review Fee	\$1,036	\$103,600
Zone Check Fee	\$135	\$13,500
Impact Fees		
General Plan Cost Recovery Fee	\$145	\$14,500
Capital Fire Facilities Fee	\$675	\$67,500
Community Facilities Fee	\$2,657	\$265,700
Measure A Impact Fee		
Measure A Impact Fee	\$750	\$75,000
Transit Fee		
Zone 2	\$177	\$177,000
Zone 2B	\$177	\$177,000
Zone 3	\$356	\$356,000
Zones 3C and 3S	\$356	\$356,000
Drainage Fee		
Zone 11A	\$17,671	\$1,767,100
Zone 11B	\$12,080	\$1,208,000
Schools		
Folsom Cordova Unified Fee	\$3,213	\$321,300
Elk Grove Unified Fee	\$4,194	\$419,400
Utility Connection Charges		
Water Connection	\$8,033	\$803,300
Sewer Connection		
Sacramento Area Sewer District	\$14,171	\$1,417,100
TOTAL	\$45,662 - \$52,413	\$4,566,,200 - \$5,241,300

Source: City of Rancho Cordova Building & Public Works Department

¹ Units are assumed to be 900 square feet on 0.05 acre, built in a previously undeveloped area. Infill development may be somewhat less expensive.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

Second Dwelling Units

Second dwellings units are a viable option for providing affordable units in some communities. However, in Rancho Cordova, little interest has been expressed in constructing such units, and therefore the costs are not easily estimated. No second units have been constructed since the City's incorporation, and the amount of undeveloped land existing indicates that affordable housing need may be met through other means.

The City is currently allowing accessory dwelling units by right in single-family residential zones in compliance with Government Code Section 65852.2. However, the City's Zoning Code requires a conditional use permit for the development of accessory units.

Specific Plan Areas

Specific Plan areas in the City of Rancho Cordova (e.g., Sunridge, Villages at Zinfandel) address land distribution, open space availability, infrastructure, and financing mechanisms for portions of the community. Development costs differ between Specific Plan areas and are dependent on the cost of infrastructure, public services, and other associated improvement requirements. Table A-32 shows the estimated development costs for a single-family home in a Specific Plan area. The estimated development fees including planning, building, and impact fees per unit for a 1,600-square-foot single-family home are \$78,204. Development fees for proposed Specific Plans, such as Rio del Oro and the Suncreek Specific Plan, will be based on infrastructure financing plans that will be developed as the specific plans go through the entitlement process.

Development Permit and Approval Process

Applications for development projects are submitted to the City's Planning Department. The application process varies depending on the type of entitlement that is being requested. In most cases, the planning application process requires a public hearing before the City Council. In case of design review for multi-family or commercial projects, a public hearing will be required before the City Council. The permitting process in Rancho Cordova does not create any unnecessary delays or increases to the cost of housing. In addition, City staff accelerates the application process by allowing concurrent review of the following entitlements:

- Tentative map reviews
- Design review
- Special development permits
- Rezones
- Development agreements

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

The steps in the approval process for housing developments differ with the type and conditions of the development. Single-family subdivisions that do not require any change to the zoning are submitted to the Planning Department, reviewed by staff for their conformance to the Design Guidelines, and presented at a public hearing before the City Council for approval.

Multi-family projects are processed in the same manner, but are subject to design review by the City Council. Specific plans, rezoning requests, subdivisions, and variances require staff and City Council review for approval. Multi-family development in commercial and business zones requires the same procedure as in residential zones. As previously stated, City staff allows concurrent review of entitlements to process multi-family projects in a timely manner, and the City’s Design Review process has minimal financial impact on the development of housing and promotes sustainable development by encouraging quality of design and pedestrian-friendly neighborhoods.

Many other factors, such as public sentiment, may also affect the determination of approval of a project. The time frame for processing an application in the City of Rancho Cordova is no longer than that of the majority of jurisdictions in the region and may be considerably shorter. A complete listing of the lengths of estimated application-processing times is given in Table A-34.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

TABLE A-34
ESTIMATED APPLICATION PROCESSING TIMES

Applications	Time Frame
One-Story Single-Family	
Building Permit	15 days
Residential Design Review	45–60 days
Two-Story Single-Family	
Building Permit	15 days
Residential Design Review	45–60 days
Variances, Use Permits, Etc.	75–120 days
Tentative Maps	4 months (after environmental study is complete)
Commercial and Multi-Family Design Review	60–75 days
Projects with Environmental Review ¹	
Negative Declaration	Less than 90 days
Environmental Impact Report	Approximately 1 year
Rezoning	4–6 months
General Plan Amendment	4 – 6 months
Boundary Line Adjustment	10 days
Parcel Map	3 months
Subdivision Map (Project)	3–6 months
Conditional Use Permit	75–120 days

Source: City of Rancho Cordova Planning and Building Departments

¹ Estimates are given for time after the City receives the application. Projects with environmental review generally take around one year in total.

Code Enforcement

The City of Rancho Cordova Code Enforcement Division enforces a broad range of federal, state, and municipal codes and standards designed to maintain a healthy, safe, and clean environment and preserve the quality of life standards that residents and businesses enjoy in Rancho Cordova. These codes include the 2010 California Building Code, 2010 California Plumbing Code, 2010 California Mechanical Code, 2010 California Electrical Code, 1997 Uniform Code for the Abatement of Dangerous Buildings, 2000 Uniform Swimming Pool Spa and Hot Tub Code, and all appendices thereof, and the Americans with Disabilities Act (ADA) included as a part of CCR, Title 24. The City has not adopted local amendments to these codes. Enforcement of development and building standards does not constrain the

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

production or improvement of housing in the City. The presence of an active code enforcement effort serves to maintain the condition of the City's housing stock.

TABLE A-35
HEALTH AND SAFETY CODE VIOLATIONS

Health and Safety Violation	2008	2009	2010	2011	2012
Water Intrusion/Mold	19	101	126	102	181
Structural Deficiencies	161	1,371	1,471	1,056	1,352
HVAC/Mechanical/Plumbing	149	513	1,437	905	1,389
Maintenance Deficiencies	173	1,548	728	560	692
Pest Infestation	8	345	293	83	171
Building Code Violations	67	769	583	340	602
Other	0	43	15	68	45
Complaint Total	577	4,690	4,653	3,114	4,432

Sources: City of Rancho Cordova Neighborhood Services Division

INFRASTRUCTURE CAPACITY

Water Supply and Infrastructure

Buildout of the General Plan is estimated to occur around the year 2030 with the addition of 53,480 housing units. The General Plan EIR has determined that buildout of the General Plan will require additional treatment, capacity, storage capacity, and other conveyance facilities to meet the projected water demands. In addition, new development under the General Plan will not proceed without verification and determination that adequate water supply and adequate water supply infrastructure exists, and does not contribute to service area shortfalls.

Wastewater Treatment

The Sacramento Regional Water Treatment Plant currently has permitted capacity of 181 million gallons per day (mgd) for Average Dry Weather Flows (ADWF) and 400 mgd of Average Wet Weather Flows (AWWF). Currently, the Sacramento Regional County Sanitation District is in the process of expanding the water treatment plant to accommodate 250 ADWF and maintaining the 400 mgd for AWWF. The ADWF at the water treatment plant is expected to be 218 mgd in the year 2020, approximately 32 mgd under capacity with proposed expansion improvements in place. These expansions are projected to accommodate all projected regional growth through the year 2020.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

Environment

The City of Rancho Cordova incorporates various environmental qualities that require protection and therefore constrain residential development. The most notable environmental constraint is the presence of wetlands. There are no significant portions of the City located in the 100-year floodplain, but much of the newly developing area has significant wetlands. The City is relatively flat and does not incorporate any significant geologic features like hills or ridges.

NON-GOVERNMENTAL CONSTRAINTS

Land Cost

The cost of raw, developable land creates a direct impact on the cost for a new home and is considered a non-governmental constraint. A higher cost of land raises the price of a new home. Therefore, developers sometimes seek to obtain City approvals for the largest number of lots allowable on a parcel of land.

Table A-36 shows vacant land for sale and properties with development potential in surrounding communities as of June 2012. There were no sites listed in the City of Rancho Cordova at the time. Depending on the size and location of the parcel, the vacant single-family residential parcels located in areas surrounding Rancho Cordova range from \$9,150 to \$46,000. There were no comparable vacant multi-family zoned parcels currently for sale in the Sacramento area during the preparation of this Housing Element to use in determining per unit parcel costs; however, property prices have depreciated significantly over the last seven years. The range of single-family per-unit parcel costs is about 80 percent lower than the range of costs in 2008. Applying the same discount to the multi-family per-unit land costs would result in a range between \$5,300 and \$13,750 per unit.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

TABLE A-36
VACANT LAND “FOR SALE”¹

Type	Lot Size/ Total Units ¹	Location	Price	Price per Unit
Residential – SF	1.38/8	Sacramento (95828)	\$240,000	\$30,000
Residential – SF	2.06/10	Sacramento (95829)	\$460,000	\$46,000
Residential – SF	1.91/8	Orangevale (95662)	\$230,000	\$46,000
Residential – SF	2.1/10	Citrus Heights (95610)	\$249,000	\$24,900
Residential – SF	14.65/170	Sacramento (95827)	\$3,500,000	\$20,588
Residential – SF	41.5/153	Rancho Cordova (95742)	\$1,400,000	\$9,150

Source: Loopnet.com, Zillow.com, RealEstate.com

¹ The maximum number of units allowed by the Zoning Code was used in calculating total units unless otherwise indicated in property listing. Listings pulled 6/28/2013 from Realtor.com.

Construction and Labor Costs

Many factors affect the cost of building a house, including the type of construction, materials, site conditions, finishing details, amenities, and structural configuration. The cost of raw land is estimated to be \$100,000 per unit. Once a vacant parcel is purchased, the contractor has to make certain site improvements to prepare for building on the property. Such improvements include connections to existing utility systems and rough grading, plus installation of water and sewer lines. The estimated costs for these types of improvements are \$40,000 per unit.

An Internet source of construction cost data (www.building-cost.net), provided by the Craftsman Book Company, estimates the per square foot cost of a single-story home in the Rancho Cordova area to be approximately \$86 per square foot. This cost estimate is based on a 2,000-square-foot house of good-quality construction including a two-car garage and small porch. The total construction costs are estimated at \$241,151, excluding land costs.

If labor or material costs increased substantially, the cost of construction in Rancho Cordova could rise to a level that impacts the price of new construction and rehabilitation. Therefore, increased construction costs have the potential to constrain new housing construction and the rehabilitation of existing housing.

Availability of Financing

The cost of borrowing money to finance the construction of housing or to purchase a house affects the amount of affordably priced housing in Rancho Cordova. Fluctuating interest

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

rates can eliminate many potential homebuyers from the housing market or render a housing project that could have been developed at lower interest rates infeasible. When interest rates decline, sales increase. The reverse has been true when interest rates increase. Over the past decade, there has been a dramatic growth in alternative mortgage products, including graduated mortgages and variable or adjustable rate mortgages (ARMs). These types of loans allow homeowners to take advantage of lower initial interest rates and to qualify for larger home loans.

Nevertheless, the fixed interest rate mortgage remains the preferred type of loan, especially during periods of low, stable interest rates. Most governmental programs that seek to increase homeownership among low- and moderate-income households rely on loan products which provide fixed interest rates below prevailing market rates, either for the principal loan or for a second loan that provides part of the down payment for home purchase. Many programs offer deferred second loans to facilitate homeownership. Table A-56 shows interest rates for a 15- and 30-year fixed loan in the Rancho Cordova area. Interest rates change on a daily basis.

TABLE A-37
INTEREST RATES FOR 15- AND 30 – YEAR FIXED
LOANS

15-Year Loan		30-Year Fixed Loan	
Interest Rate	Points	Interest Rate	Points
3.125	0.5	3.375	0.5

Source: Zillow.com
Based on an average loan amount of \$300,000.
Rates for June 2013. Rates are subject to change on a daily basis.

OPPORTUNITIES FOR ENERGY CONSERVATION

Energy-related costs could directly impact the affordability of housing in Rancho Cordova, particularly with California in the midst of an energy crisis. Title 24 of the California Administrative Code sets forth mandatory energy standards for new development and requires the adoption of an “energy budget.” Subsequently, the housing industry must meet these standards and the City is responsible for enforcing the energy conservation regulations. Alternatives that are available to the housing industry to meet the energy standards include:

- A passive solar approach that requires suitable solar orientation, appropriate levels of thermal mass, south-facing windows, and moderate insulation levels.

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

- Higher levels of insulation than what was previously required, but not requiring thermal mass or window orientation requirements.
- Active solar water heating in exchange for less stringent insulation and/or glazing requirements.

The utility companies serving Rancho Cordova, including SMUD and PG&E, offer various programs to promote the efficient use of energy and assist lower-income customers.

The Sacramento Municipal Utility District (SMUD) provides electricity to the Sacramento metropolitan area. SMUD has a free shade tree program where homes with eastern, western, or southern exposure that heats up during the day could receive free trees from SMUD. In addition, SMUD provides rebates and financing assistance for the replacement and installation of energy-efficient equipment and materials. Examples of the programs and rebates include the installation of central air conditioning, installation of Energy Star sun reflecting coating, duct improvements, installation of insulation, and installation of a solar water heater.

Pacific Gas and Electric Company (PG&E) provides natural gas to consumers in Rancho Cordova and provides a variety of energy conservation services for residents. In addition, PG&E offers energy assistance programs for lower-income households to help them conserve energy and control utility costs. These programs include the California Alternate Rates for Energy (CARE) and the Relief for Energy Assistance through Community Help (REACH).

The CARE program provides a 15 percent monthly discount on gas and electric rates to households with qualified incomes, certain nonprofit organizations, homeless shelters, hospices, and other qualified nonprofit group living facilities.

The REACH program provides one-time energy assistance to customers who have no other way to pay their energy bill. The intent of REACH is to assist low-income households, particularly the elderly, disabled, sick, working poor, and the unemployed, who experience hardships and are unable to pay for their necessary energy needs.

In addition, the California Department of Health and Human Services funds the Home Energy Assistance Program (HEAP), which provides financial assistance to eligible low-income persons to offset the costs of heating and cooling their housing unit.

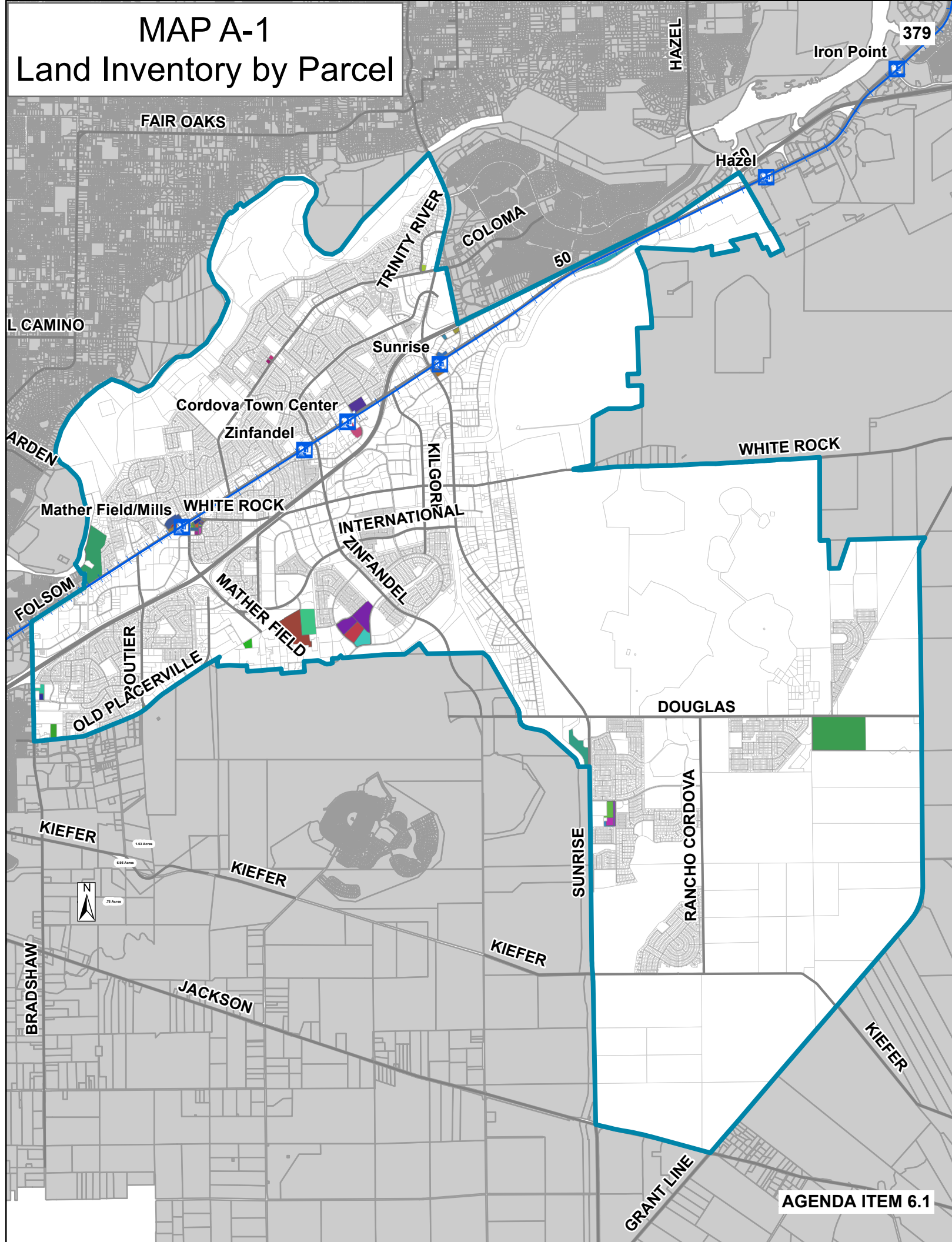
State law requires that “...the general plan and elements and parts thereof comprise an integrated, internally consistent, and compatible statement of policies...” The purpose of requiring internal consistency is to avoid policy conflict and provide a clear policy guide for the future maintenance, improvement and development of housing within the City.

APPENDIX A – DRAFT HOUSING
ELEMENT NEEDS ASSESSMENT

LAND INVENTORY MAPS

MAP A-1

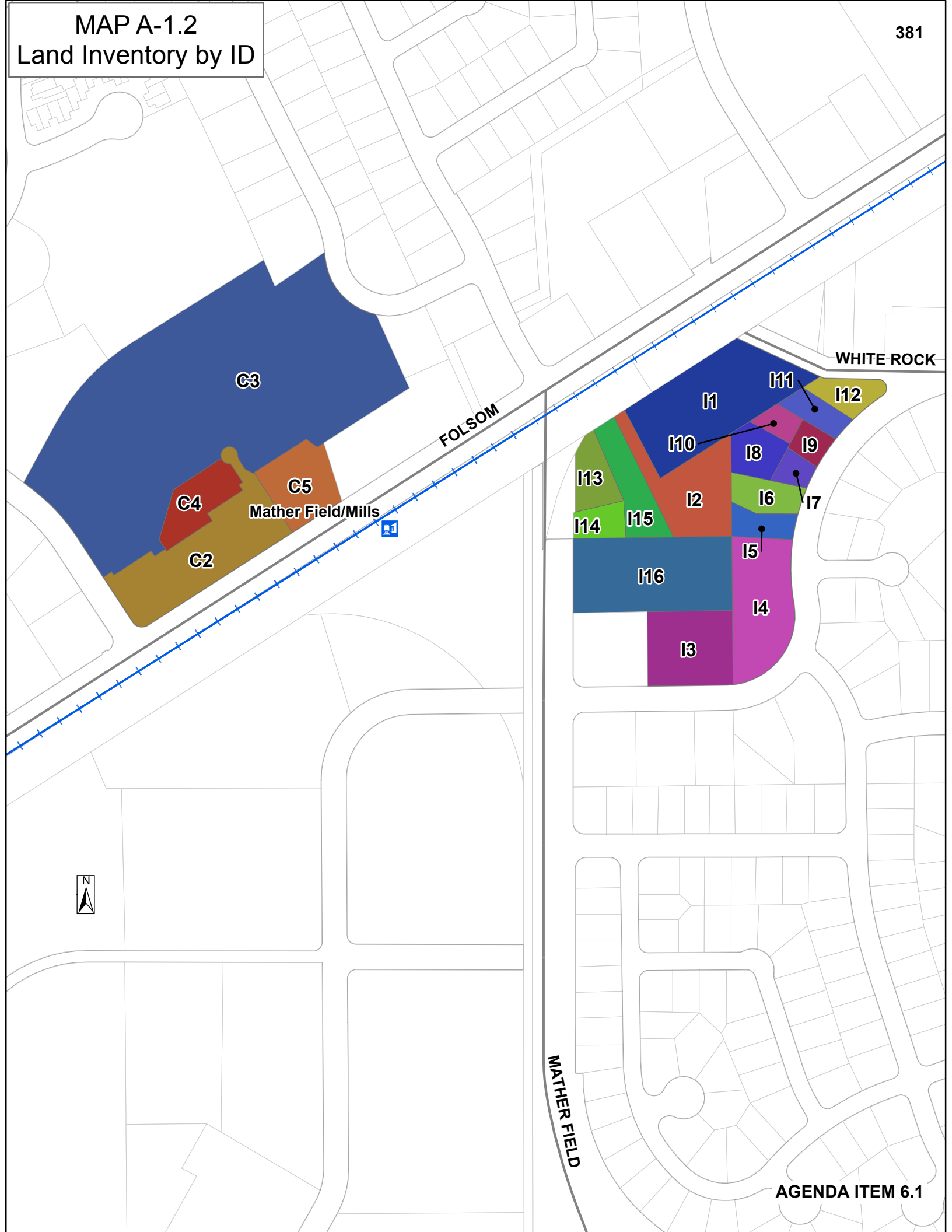
Land Inventory by Parcel



Land Inventory by ID



MAP A-1.2
Land Inventory by ID



MAP A-1.3
Land Inventory by ID

382

INTERNATIONAL

ZINFANDEL

WHITE ROCK

MATHER FIELD

B1

J1

B2

L1

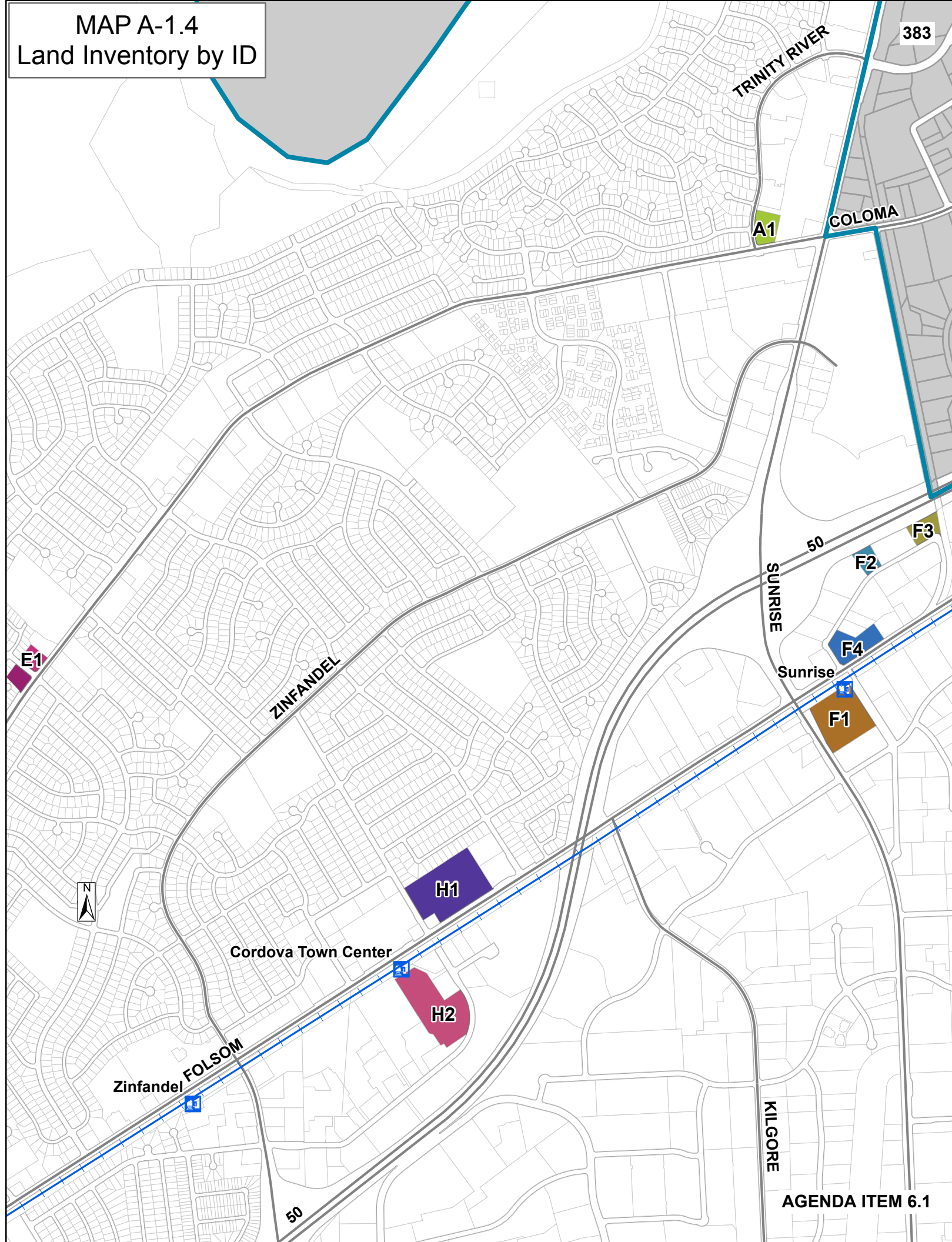
L1

L2

L3

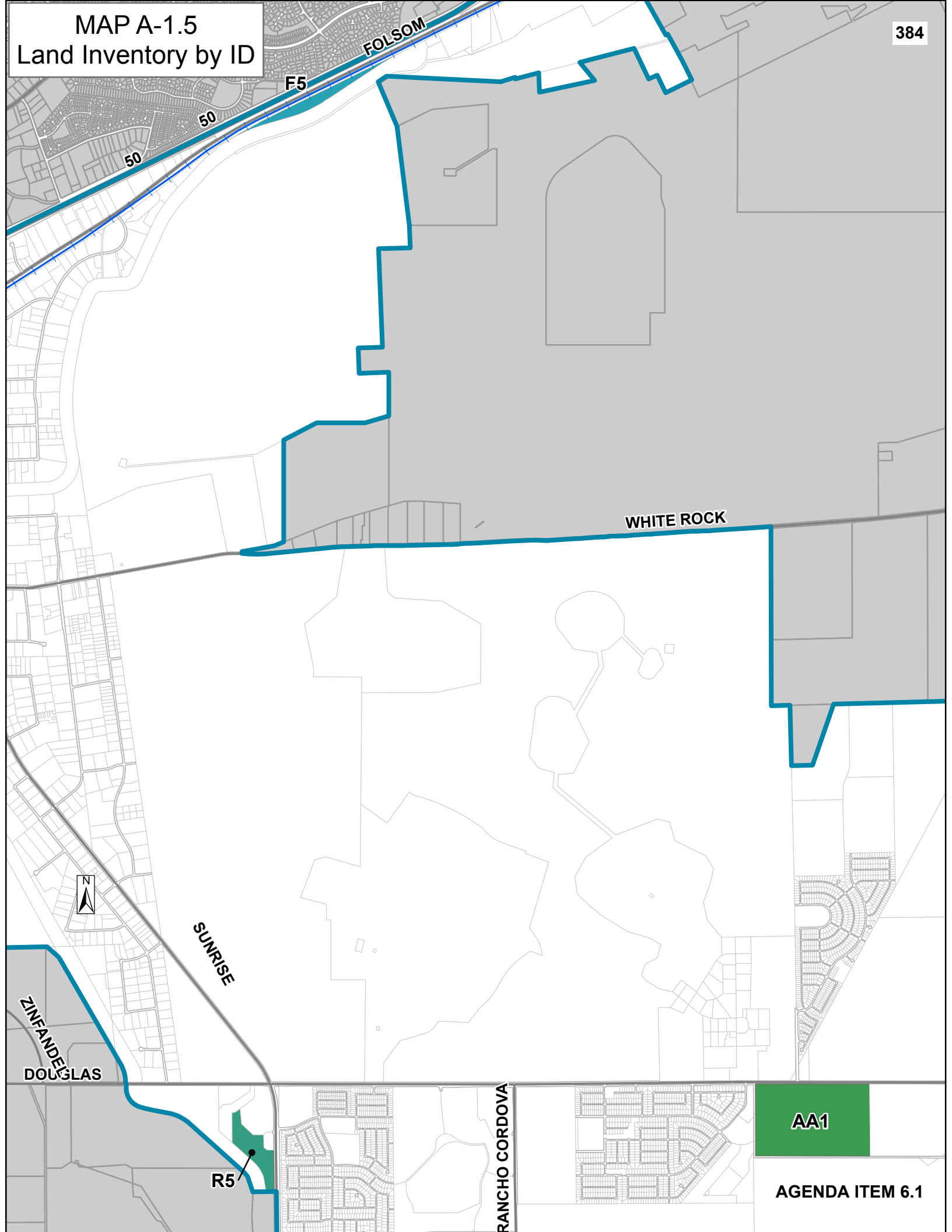


MAP A-1.4
Land Inventory by ID



MAP A-1.5
Land Inventory by ID

384



AA1

AGENDA ITEM 6.1

MAP A-1.6
Land Inventory by ID

385

R5

SUNRISE



R3

R2

R1

R4

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

Greenfield Inventory Map Placeholder

APPENDIX A – DRAFT HOUSING ELEMENT NEEDS ASSESSMENT

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U.S. Census Bureau, 2000 U.S. Census.

U.S. Census Bureau, 2006–2010 American Community Survey

U.S. Census Bureau, 2010 U.S. Census.

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Goal H.1	SEEK A BALANCE OF HOUSING OPPORTUNITIES APPROPRIATE FOR THE RANGE OF JOBS AVAILABLE AND PLANNED IN THE CITY.		
Policy H.1.1, pg 19	Improve the City’s jobs-housing balance through ensuring that housing development in Rancho Cordova provides opportunities for all income levels in order to serve the full range of available and projected jobs in the City.		
Action H.1.1.1, pg 19	The City will work with the Economic Development Department to survey the larger employers in the community to determine actual salary information. (Also see Action H.4.4.3 and H.7.1.1.)	In 2010, the City contracted with Applied Development Economics to prepare a projection of household incomes for two job growth scenarios for the City of Rancho Cordova Southeast Expansion Area. In addition, ADE analyzed the current job base, including buildout of the existing General Plan, with regard to wages and estimated household income for the workforce employed in Rancho Cordova. Also in 2010, the City contracted with Spinnaker Consulting to complete a study of the City’s undeveloped area, in order to project buildout needs in both housing and commercial development, including low-income housing.	This program will be combined with H.1.2 and continued. The City will continue to prepare studies regarding housing need and housing preference to help guide housing policies.
Action H.1.1.2, pg 19	Analyze the results from the employer survey to determine employee preferences regarding housing type (e.g., if employees were to live in the community, what type of home would they want and be able to afford).	Results from employer surveys were analyzed and processed to help determine housing type preferences. The information has been incorporated into the City’s Consolidated Plan, has been used to inform specific and special plans, and has been utilized in the development of this Housing Element update.	This program will be combined with H.1.1 and continued. The City will continue to evaluate all studies to help determine housing need and preference.
Action H.1.1.3, pg 19	Create a local housing foundation/trust to work with the Redevelopment Agency and private for-profit and nonprofit developers/home builders to receive land dedications and broker deals for the development of new housing for all income levels.	The City has not created a foundation or included any outside partners at this time. In order to use State Local Housing Grant funds, the City instituted the Local Housing Trust Fund, based on development impact fees. The fund has been dedicated as match for the State Local Housing Grant up to \$2,000,000.	This program will be combined with H.7.1.1. The City will continue to explore the option of creating a local housing foundation or trust to partner with developers and to broker deals for the development of new housing for all income levels. The City will modify the action to remove the RDA as an active participant in this action.
Policy 1.2, pg 1	Maintain adequate sites that support a range of housing types appropriate for the City’s housing needs, taking into account employment projections, household growth, and the City’s share of regional housing needs. (Also see Action H.4.1.2.)		

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.1.2.1 pg 19	Residential development projects of 100 gross acres or more shall include a minimum of 5 percent of the total project residential developable acreage (net) for residential uses of 30 units per acre or higher, and 5 percent for residential uses of 10 units per acre or higher. Development projects with a requirement of less than 5 acres in either or both categories may opt to designate land off-site, if deemed appropriate for the project. If projects propose densities higher than the identified density, the required acreage shall be decreased accordingly. For example, if a project is required to provide 15 acres at 30 units per acre, that project could alternatively provide 11.5 acres at 40 units per acre. Similarly, if the project’s requirement for land with density of 10 units per acre was 6 acres, the project could alternatively provide 4 acres at 15 units per acre. (Also see Action H.4.1.2) For the purpose of satisfying the 5 percent for land uses at or above 20 units per acre, sites must meet the following requirements: - Sites must be zoned exclusively residential. - Sites must be of sufficient size to accommodate a minimum of 16 units per site. - Sites must be proximate to public transportation routes which provide ready access to fixed rail.	The City has not had any new development projects triggering Action H.1.2.1 since the last Housing Element update.	The City will continue to require development projects of 100 gross acres or more to dedicate 7% of the total developable acreage to a density of 30 units to the acre or more, and 5% to a density of 10 units to the acre or more.
Action H.1.2.2 pg 20	Annually review the amount of land zoned for various residential uses in conjunction with the amount and type of housing produced in the previous year to determine if changes in zoning may be needed to meet City housing needs. Such zoning changes will be adopted annually, if needed. (Also see Action H.4.1.2.)	The Planning Department has regularly reviewed the amount of land zoned for residential uses to determine if zoning changes are required. Any necessary zoning changes have been made.	The City will continue to annually review the amount of land zoned for various residential uses to determine if zoning changes are needed to meet the City’s housing needs.
Policy H.1.3 pg 20	Promote a broader range of housing options for executives.		
Action H.1.3.1 pg 20	The City’s Zoning Code accommodates and facilitates the development of executive housing options in Specific Plans and large subdivisions (500+ units) in the Rural Residential (RR) and the Estate Residential (ER) zones.	The City has not had any new development projects triggering Action H.1.2.1 since the last Housing Element update.	The City will continue to encourage the development of executive housing options in Specific Plans and large subdivisions in the interest of supporting a range of housing choice.
Policy H.1.4 pg 21	Promote higher-density housing in close proximity to transit, employment, and appropriate services, such as transit-oriented development.		
Action H.1.4.1 pg 21	As part of an ongoing effort to promote transit-oriented development, the City will coordinate with Regional Transit to incentivize the production of housing for living and working in same community.	The City has partnered with Regional Transit to outline a Transit Pass program for the Crossings @ New Rancho, an 18-unit multi-family affordable housing complex completed in 2012 and located at the boundary of the Zinfandel Light Rail TOD. The City will be looking to expand that program with the construction of the Horizons @ New Rancho, 48 units of affordable senior housing located adjacent to Crossings. Additionally, the City was the recipient of a Sustainable Communities sub-grant from SACOG for the planning and design of the TOD located at the Mather/Mills Station Light Rail Station.	The City will continue to partner with Regional Transit whenever possible, both on individual projects and in general planning, to encourage the marriage of housing production and transportation planning.
Policy H.1.5 pg 21	Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project’s plan for providing affordable housing.		

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.1.5.1 pg 21	Consider the adoption of an Affordable Housing Ordinance that specifies the procedures for project reviews, the City’s general expectations for affordable housing obligations, and the requirement that individual projects include an Affordable Housing Plan as part of the overall project approval. Guidelines identified under Policy H.1.6 and subsequent Housing Element actions shall be considered for inclusion within the Affordable Housing Ordinance.	The City has not adopted an ordinance, but has developed an alternative approach to quantifying expectations for affordable housing obligations.	The City will delete Action H.1.5.1. The City has devised a formula that allows developers to incorporate affordable housing projects into new development projects through a customized negotiated Affordable Housing Plan (AHP) attached to the Development Agreement.
Policy H.1.6 pg 21	The City has established the following guidelines to provide direction for the review of Affordable Housing Plans associated with individual development projects and to provide direction for the preparation of an Affordable Housing Ordinance if one is to be developed. If an Affordable Housing Ordinance is adopted, the City shall review this policy and the following actions for consistency and shall amend the General Plan as necessary to maintain consistency.		
Action H.1.6.1 pg 22	The Affordable Housing Plan shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement.	The City is currently negotiating the Suncreek Specific Plan, which is the first Specific Plan to be brought to the City since prior to the last Housing Element update. The City has been working with the Suncreek developers to develop an Affordable Housing Plan to be adopted in conjunction with the first City Council–approved entitlement.	The City will continue to require that Affordable Housing Plans are submitted and approved at the earliest phase of entitlement for all new and pending Specific Plans.
Action H.1.6.2 pg 22	The Affordable Housing Plan shall specify and include the following: - The number of dwelling units that will be developed as affordable to very low-, low-, moderate-, and above moderate-income households. - The number of affordable ownership and rental units to be produced. Such split shall be approved by the City Council based on housing needs, market conditions, and other relevant factors. The split of ownership and rental units shall be addressed within the plan of each individual project. - Program options within project-specific Affordable Housing Plans may include but are not limited to the following: Actual production (on-site or off-site) of affordable units (including ownership and rental opportunities in the form of corner units, halfplexes, duplexes, cottages, creative alternative housing products, etc.) (please refer to Goal H.4 for additional discussion of City promotion of the provision of a range of housing choices and housing diversity). Land dedication (on-site and off-site). Rehabilitation of existing residential structures located within existing City neighborhoods. Payment of in-lieu fees. - The timing for completion of affordable housing obligations. For projects proposing to construct affordable housing units or to renovate existing dwellings, the City generally supports construction/renovation of affordable dwellings concurrent with the construction of market-rate housing when feasible. For projects providing alternative contributions (land dedication, funds, etc.), timing of such contributions shall be identified in the Plan, with the expectation that the City will pursue construction of affordable units generally concurrent with construction of project market-rate housing.	The City is currently negotiating the Suncreek Specific Plan, which is the first Specific Plan to be brought to the City since prior to the last Housing Element update. The City has been working with the Suncreek developers to develop an Affordable Housing Plan that will establish a formula that may be used as a template for future Specific Plans to help ensure that the Affordable Housing Plans adequately address the future need for very low-, low-, and moderate-income households.	This action will be combined with Action H.1.6.3 and Action H.1.6.4.
Action 1.6.3 23	At the City Council’s discretion, land or other contributions provided by developers as specified within project Affordable Housing Plans (see Policy H.1.6) may be utilized to augment City efforts and the efforts of its nonprofit partners to provide affordable housing opportunities to all income levels throughout the community. The City will pursue supplemental funding to allow affordability to households earning less than 50 percent of area median income.	The City has not yet entitled any Specific Plans that include land or other contributions. However, the City has been successful at securing land and grant funding and partnering with nonprofit developers to provide housing affordable at the 50% area median income. Eighteen units have been built, and an additional 98 units are currently in the planning phase.	This action will be combined with Action H.1.6.2 and Action H.1.6.4..The City will continue to consider land or other contributions provided as part of any given Affordable Housing Plan as potentially available to augment the City’s efforts to provide affordable housing. The City will continue to pursue supplemental funding for affordable housing.

Review of Previous Housing Element

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.1.6.4 pg 23	In order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans, in addition to the resources identified in Action H.1.6.6. Possible incentives may include, but are not limited to: - Density bonuses - Fee waivers or deferrals (as reasonably available) - Expedited processing/priority processing - Reduced parking standards - Technical assistance with accessing funding - Modifications to development standards (on a case-by-case basis)	The City has not yet entitled any Specific Plans that have approved Affordable Housing Plans and has not yet applied any additional incentives in the Affordable Housing Plan process. The City has, however, sponsored one completed affordable housing project and two planned projects. All three projects have benefited from the incentives listed in Action H.1.6.4	This action will be combined with Action H.1.6.2 and Action H.1.6.3.The City will continue to offer incentives to help support Affordable Housing Plans and the actual production of affordable housing.
Action H.1.6.5 pg 24	The City may choose to approve Affordable Housing Plans that provide relief from current housing market conditions. In such cases, the Plan shall specify how the project will ultimately fulfill its affordable housing obligations as residential markets improve. For projects with Affordable Housing Plans that provide relief to current market conditions, the Plans should not exempt the project from future Affordable Housing Fees which might be adopted on a citywide or area basis.	The City has not yet entitled any Specific Plans that included approved Affordable Housing Plans, so no current housing market conditions have been addressed. The Affordable Housing Plans will be negotiated on a one-by-one basis to include the flexibility to respond to a wide variety of housing market conditions.	The City will delete Action H.1.6.5. The Affordable Housing Plans need to address housing market conditions over the life of the Development Agreement. Addressing current housing conditions in a long-term agreement may cause additional problems.
Action H.1.6.6 pg 24	Together with the developer and nonprofit partners, the City will use maximum efforts to seek available resources to support the construction of affordable housing production, including but not limited to state and federal housing programs and the City/Agency programs such as the City’s non-residential linkage fee (Very Low-Income Housing Trust Fund) and the Redevelopment Agency’s Low and Moderate Income 20 percent Housing Set-Aside Fund.	The City has not yet implemented any Affordable Housing Plans. However, the City has supported the construction of the Crossings @ New Rancho, completed in 2012, with the use of Neighborhood Stabilization Program funds obtained via competitive grant application. The City has also supported the planning of the Horizons @ New Rancho project and the Mather Veterans Village project with matching grant funds from the State of California’s Affordable Housing Trust Fund Grant program. The City is using the Very Low Income Housing Fee for grant match. The 20% Set Aside from the RDA has been eliminated and the fund balance remitted to the State.	Action H.1.6.6 will be modified to acknowledge the elimination of RDA 20% set-aside as a funding source.
Action H.1.6.7 pg 25	The City expects the housing market to improve substantially by 2012 and therefore shall consider conducting a “mid-term” review and update of the Housing Element and the obligations associated with affordable housing by 2012. In determining whether to update the Element, the City will consider housing market conditions, rate of home construction, and performance of the City and its developers in meeting affordable housing goals. Additionally, the City shall consider the schedule for state-mandated Housing Element updates in determining whether a 2012 mid-term update of the Housing Element is appropriate and feasible.	The City did not conduct a mid-term review, as the housing market did not substantially rebound by 2012.	The City will delete Action H.1.6.7, as it is no longer applicable.

ial H.2	ENCOURAGE THE IMPROVEMENT, REHABILITATION, AND REVITALIZATION/REINVESTMENT OF THE CITY’S EXISTING RESIDENTIAL NEIGHBORHOODS.	
ility 2.1, pg	Encourage private investment to increase property values and resale prices.	

Review of Previous Housing Element

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.2.1.1.1, pg 25	Develop design tools and a pattern book and/or provide design services to assist homeowners who plan to remodel with suggestions for a variety of façade improvements and additions that are integrated and timeless.	The City did not complete a pattern book or design tools for single-family remodeling. Due to changes in the housing market and in the general economy, home reinvestment has slowed.	The City will delete Action H.2.1.1.1, as City staff have had little opportunity to develop such an effort, and suspect that any effort would have little impact on the existing quality of the City's housing stock. The City will continue to encourage home reinvestment through other venues.
Action H.2.1.2, pg 26	Continue to work with Blight Busters, the Neighborhood Improvement Program, SMUD, and the Sacramento Tree Foundation to develop and host community workshops and/or provide written materials regarding the following topics: - Home improvement and maintenance tips - Weatherization and energy efficiency programs (SMUD) - Availability of shade trees for properties needing landscaping (Sacramento Tree Foundation) In addition, the City will provide information regarding the home improvement program in the form of newspaper postings and bulletins, and on the City’s website. To best capture the ethnic diversity of the community, information will be available in the four major languages used in the community and other languages on demand.	The City has worked extensively with both volunteer groups and other local and regional partners to encourage neighborhood revitalization. A key component of the Growing Strong Neighborhoods effort has been the focus on improvements at the neighborhood level. These successes have included privately funded renovations of major apartment complexes, both large-scale and local neighborhood cleanup efforts, neighborhood beautification efforts, and community involvement.	This Action will be merged with Action H.2.3 to support neighborhood improvements through private investment and partnerships.
Policy H.2.2, pg 26	Provide neighborhood revitalization in existing areas through housing rehabilitation (owner- and renter-occupied units) and infill reuse/conversion.		
Action H.2.2.1, pg 26	The City shall continue to apply for federal and state funds to develop a housing rehabilitation program to assist in the improvement of owner- and renter-occupied housing units in the City. Assuming the City receives funding, it anticipates assisting 5 to 10 very low- and low-income households per year. The housing rehabilitation program shall: - Include a grant/loan component, when funding is available, for very low- and low-income households residing in housing units in need of rehabilitation. - Be developed in partnership with public and private organizations, such as Rebuilding Together, SMUD, and local community groups. - Include incentives, such as waiver of annual park fees or reduction of permit fees necessary for rehabilitation, to encourage upkeep and rehabilitation of housing by property owners and encourage upgrades to meet minimum energy efficiency standards.	The City has funded almost 60 emergency repair loans for homeowners of single-family homes and mobile homes. This program provides a five-year forgivable loan for emergency repairs. The City also received a Cal-Home Grant from the State for \$720,000 to be used in the Owner-Occupied Rehab program. The City has made two pilot (CDBG-funded) loans under the Rehab program and is working with a consultant to adjust the program to meet Cal-Home's requirements. The City is also in negotiation with SHRA to assist in rehab of SHRA-managed public housing located within the City's boundaries.	The City will continue to operate and apply for funding for grants that assist in both owner-occupied and rental rehabilitation, particularly for emergency health and safety repairs. The City will modify the expected number of assisted households to reflect that home repair loans are reliant on external funding, and while the City currently has funds for these programs, it is unknown if the funding will be available in the long-term. The City will modify the action to remove the RDA as an active participant in this action.
Action H.2.2.2, pg 27	Continue the use of the City’s Emergency Repair Program to provide health and safety repairs for 10 to 15 households falling in the extremely low- , very low-, and low-income ranges. This is a forgivable loan for mobile home owners and homeowners for a five-year period, as long as the owner continues to occupy the unit.	The City has completed 58 emergency repair loans since the program was initiated in 2006. There are approximately 12 loans pending for the 2012/13 program year. These loans are all CDBG funded.	The City will continue to operate the Emergency Repair Loan Program. The City will modify the action to remove the RDA as an active participant in this action.

Review of Previous Housing Element

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.2.2.3 pg 27	Support churches and service clubs who organize semi-annual community improvement days by providing information about the event at City Hall and on the City’s website. The community may volunteer to improve homes and neighborhoods by painting homes and fences throughout a neighborhood, rehabilitating homes of households with severe rehabilitation or improvement needs, and/or retrofitting units to make them accessible to seniors or persons with disabilities.	The City has worked with several churches and volunteer groups to hold community improvement days, particularly through the Neighborhood Services division.	This action will be merged with Action H.2.2.1. The City will continue to partner with church and volunteer groups to encourage neighborhood improvement activities. The City will modify the action to remove the RDA as an active participant in this action.
Action H.2.2.4 pg 28	Continue to identify the most troubled multi-family projects (in terms of law enforcement, code enforcement, and blight conditions) and aggressively pursue the transformation or conversion of such properties into uses that move the community into a more balanced housing market and that will not result in the loss of existing affordable housing units subsidized with federal, state, or local funds.	The City has had significant success in encouraging the renovation of the most blighted multi-family housing complexes. While these complexes have not been converted into ownership units, they have been put into receivership, purchased, and rehabilitated via privately funded investors and owners.	The City will continue to encourage the turnover of blighted and severely mismanaged apartment complexes into the real estate market for purchase and rehabilitation through the courts, Code Enforcement, rental housing inspections, and any other available tools. The City will continue to allow market demand to dictate whether conversion of these units to ownership units is viable or not. The City will modify the action to remove the RDA as an active participant and funding source in this action.
Action H.2.2.5 pg 28	Facilitate the rehabilitation and reuse of current single-family and two- to fourplex units, particularly rentals, through acquisition, substantial rehabilitation and upgrades, and market-rate resale.	The City has not participated in an acquisition, rehabilitation, and market-rate resale program. The volatility of the housing market and the shortage of funding opportunities has made such a program financially infeasible.	The City will delete Action H.2.2.5, as it is not financially feasible due to insufficient available funding and due to the abundance of privately funded acquisition and rehabilitation activities.
Policy H.2.3, pg 28	Strive for balance in areas of Rancho Cordova developed prior to the City’s incorporation in 2003 to diversify housing type and mix, improve housing quality, and increase ownership opportunities.		
Action H.2.3.1 pg 28	In planning land uses and approving projects in areas of Rancho Cordova developed prior to the City’s incorporation in 2003, attempt to establish a healthy balance of housing that is more in keeping with current statewide averages as follows: - Unit mix of approximately 67 percent single-family units (including detached, attached, and duplexes) and 33 percent multi-family units (three units or more and mobile homes). - Ownership/rental mix of approximately 57 percent ownership units and 43 percent rental units. - Projects that include units affordable to lower-income households and that are consistent with zoning regulations will not be subject to this requirement.	The City’s owner-occupied to renter-occupied housing ratios have become more in line with regional and state ratios (due to an increase in ownership in Rancho Cordova and decreases in ownership in the region and in the state). Between 2000 and 2010, owner-occupied housing increased 84% in the census tracts comprising the existing City (not including Mather), while renter-occupied housing in the same area decreased 4%.	The City will delete Action H.2.3.1 as the balance between owner-occupied housing and renter-occupied housing in the City is comparable to the County of Sacramento as a whole.

Review of Previous Housing Element

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.2.3.2 pg 29	Actively pursue programs to increase homeownership in areas of Rancho Cordova developed prior to the City’s incorporation in 2003 to a healthy balance more consistent with the state average (currently 57 percent ownership units, 43 percent rental units). Implementation of this action will not be a basis or finding to deny projects that include units affordable to lower-income households.	The City did not actively pursue programs intended to increase homeownership in the pre-existing neighborhoods. The changes in the owner to renter occupancy ratios occurred through natural housing market adjustments and are currently in line with both state and regional ratios.	The City will delete Action H.2.3.2, as the balance between owner-occupied housing and renter-occupied housing in the City is comparable to the County of Sacramento as a whole.

Policy H.2.4, pg 29	Develop and implement standards applicable to all infill and additions/renovations to existing residential projects aimed at improving the personal security of residents and maintaining the units.		
Action H.2.4.1 pg29	Continue to implement the Crime Prevention Through Environmental Design (CPTED) standards through the design review process.	The City has consistently required CPTED standards as part of the design review process.	The City will continue to implement CPTED standards during the design review process. As the standards are identified as part of the design review package.
Action H.2.4.2 pg 29	Require developers of affordable rental housing projects to submit a management and maintenance plan showing how such projects will be managed to ensure safety of residents, a decent living environment, and maintenance of units in sound condition.	The City has completed one affordable rental housing project in partnership with Urban Housing Communities, called the Crossings @ New Rancho. The developer was required and successfully submitted a management and maintenance plan as part of the project's regulatory agreement.	The City will continue to require developers to provide management and maintenance plans for new affordable housing projects. The City will delete Action H.2.4.1, as it is required as part of the regulatory agreements that fund affordable rental housing projects.
Action H.2.4.3, pg 30	Establish a program by ordinance requiring owners of rental units that are vacated for violation of housing and building codes to pay the costs of relocating displaced residents. The relocation ordinance will specify the conditions under which private relocation payments are required, the tenant eligibility requirements, the amount of relocation benefits and when these benefits are payable, and the administrative procedures for assuring compliance with the ordinance. In adopting an implementing ordinance, the City will seek to provide for private relocation assistance that does not create significant disincentives to removing blighted properties or penalize property owners for blighted conditions created by the occupants of their rental properties.	The City officially adopted the Health and Safety Code Sections 1797--17975.10 that provides relocation obligations for landlords. This action has been completed.	Action H.2.4.3 will be deleted as it has been completed.
Policy H.2.5, pg 30	Folsom BLVD Reuse and Conversion Opportunities		
tion 2.5.1 30	Identify opportunities in the Redevelopment Area for use of redevelopment tools and tax-increment funding that will improve the Folsom Boulevard corridor, especially targeting the following: - Residential reuse of old motels along Folsom Boulevard; and - Underutilized, blighted, and/or vacant shopping centers on Folsom Boulevard to increase mixed use and reuse in that corridor.	The City was very successful at using redevelopment tools to encourage the improvement of the Folsom Boulevard corridor. These tools included condemnation of the Stagger Inn and the negotiated demolition of abandoned structures on the Lily Co. property and the demolition of the Cordova Inn. As redevelopment has been eliminated through the state legislature, these tools are no longer available.	The City will modify this program to continue to identify revitalization opportunities on Folsom Boulevard through the implementation of the Folsom Boulevard Specific Plan, and to remove reference to the Redevelopment Agency.

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Policy H.2.6, pg 31	Ensure that existing housing stock within the City is maintained and remains habitable in order to assist in meeting the housing needs of the community.		
Action H.2.6.1, pg 31	Continue implementing the Housing Stock Conservation Fee which is an annual fee collected on business licenses for multi-family properties. (Also see Action H.3.1.1.)	The City has used the funds generated through this fee to continue to support the Code Enforcement and rental housing inspection activities of the Neighborhood Services Division, which have had a direct impact on improving blighted and troubled multi-family complexes.	The City will continue to collect the Housing Stock Conservation Fee that is charged on business licenses for multi-family properties. The City will merge Action H.2.6.1 with Action H.3.1.1 to consolidate related items under one action.
Policy H.2.7 pg 31	Preserve housing units at risk of losing affordability status for units that are subsidized with federal, state, or local funds.		
Action H.2.7.1 pg 31	Establish a biennial monitoring program to identify assisted housing units at risk of losing their affordability subsidies or requirements.	The City has not yet created a monitoring program to identify assisted housing units at risk of losing affordability subsidies. The City has been working with the SHRA to address deficiencies in the public and subsidized housing within the City.	The City will continue to monitor and address issues arising from the potential loss of affordable housing subsidies and requirements and to identify at-risk housing units. The City will modify this action to remove the RDA as an active participant in the action. The City will merge Actions H.2.7.1, H.2.7.2, and H.2.7.3 to create a functional and feasible program that will monitor and support the conservation of affordable housing. The City will team with the SHRA to create a functional and feasible affordable housing conservation program.
Action H.2.7.2, pg 31	Implement the City’s Affordable Housing Conservation Ordinance that requires, at a minimum: - At least one year prior to the conversion date, the owner shall provide written notification to residents of the expected date of loan pre-payment or pay-off, at which time the owner will no longer be restricted in the level of rent that can be charged. The notice will also contain an estimate of rent increases at the time that rental restrictions no longer apply. Residents moving into a housing development during this one-year period must also be notified in writing of the pending conversion prior to signing a rental agreement. - Property owners shall provide relocation assistance to those low-income households that are unable to afford rent increases. - The Redevelopment Agency solicits interested nonprofit housing corporations to acquire and maintain such projects as low-income housing. The Redevelopment Agency assists interested nonprofit housing corporations in applying for state or federal assistance for acquisition and redevelopment of properties.	The City did not adopt an Affordable Housing Conservation Ordinance. The City has been actively inspecting and educating the landlords and managers of rental housing facilities, including affordable housing.	Action H.2.7.2 will be merged with Actions H.2.7.1 and H.2.7.3 to create a functional and feasible affordable housing stock conservation program.

Review of Previous Housing Element

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.2.7.3 pg 32	The City will continue or undertake the following programs and activities during the five-year period of the Housing Element: The Housing Department, Redevelopment Agency, and Neighborhood Services Department will implement these efforts. The efforts listed below represent a varied strategy to mitigate potential loss of “at-risk” units due to conversion to market-rate units. These local efforts utilize existing City and local resources. They include efforts to secure additional resources from the public and private sector should they become available. Monitor owners of at-risk projects on an ongoing basis, at least every six months, in coordination with other public and private entities to determine their interest in selling, prepaying, terminating, or continuing participation in a subsidy program. Maintain and annually update the inventory of “at-risk” projects through the use of existing databases (e.g., California Housing Partnership Corporation (CHPC), HUD, State HCD, and California Tax Credit Allocation Committee). Take all necessary steps to ensure that a project remains in or is transferred to an organization capable of maintaining affordability restrictions for the life of the project, including proactively ensuring notices to qualified entities, coordinating an action plan with qualified entities upon notice, and assisting with financial resources or supporting funding applications. Semi-annually coordinate with HUD to monitor projects approved to convert to ensure that any required assistance (or assistance that the owner has agreed to provide) to displaced tenants is carried out in a timely manner. Ensure projects are monitored to see if they are subject to other State or local requirements regarding the provision of assistance to displaced tenants. Annually monitor local investment in projects that have been acquired by non-profit or for-profit entities to ensure that properties are well managed and maintained and are being operated in accordance with the City’s property rehabilitation standards. Work with owners, tenants, and nonprofit organizations to assist in the nonprofit acquisition of at-risk projects to ensure long-term affordability of the development. Annually contact property owners, gauge interest, and identify nonprofit partners and pursue funding and preservation strategy on a project basis. Annually meet with stakeholders and housing interests to participate and support, through letters and meetings and technical assistance, local legislators in federal, state, or local initiatives that address affordable housing preservation (e.g., support state or national legislation that addresses at-risk projects, support full funding of programs that provide resources for preservation activities). Use available financial resources to restructure federally assisted preservation projects, where feasible, in order to preserve and/or extend affordability. Annually identify funding sources for at-risk preservation and acquisition rehabilitation and pursue these funding sources at the federal, state, or local levels to preserve at-risk units on a project-by-project basis.	The City did not implement a Low Income Housing Trust Fund for the conservation of affordable housing. The affordable public housing in the City is administered by the SHRA, and the loss of redevelopment funding has severely curbed the City’s capacity to assist in the conservation of affordable units.	Action H.2.7.3 will be merged with Actions H.2.7.1 and H.2.7.2 to create a functional and feasible affordable housing stock conservation program.

Policy H.2.8, pg 33		Encourage mobile home park maintenance and improvement, including conversion to resident ownership when appropriate.	
Action H.2.8.1 pg 33	Meet with mobile home park owners to determine their needs in providing a quality living environment in their mobile home parks.	The City has met with some mobile home park owners; however, as the City has an ambiguous regulatory presence in mobile home parks (HCD has primary responsibility) and as funding opportunities have been significantly reduced, there have been few opportunities to encourage reinvestment.	The City will continue to meet with the owners and operators of mobile home parks to encourage park owners to provide a quality living environment in their parks. The City will modify this action to reflect the elimination of the RDA as a participant to the action. The City will merge Action H.2.8.1 with Actions H.2.8.2 and H.2.8.3 to consolidate related actions into a feasible program.

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.2.8.2 pg 33	Provide financial assistance for infrastructure and other park improvements when available through local, state, and federal funds to property owners who wish to improve and maintain their parks.	There have been no financial opportunities to assist in the funding of infrastructure and park improvements.	The City will continue to search for funds to provide financial assistance for infrastructure and park improvements. The City will modify this action to reflect the elimination of the RDA as a participant to the action. The City will merge Action H.2.8.1 with Actions H.2.8.2 and H.2.8.3 to consolidate related actions into a feasible program.
Action H.2.8.3 pg 34	If necessary to facilitate a sale to residents, the City will seek state and federal funding to assist residents in purchasing, improving, and managing their parks and/or seek the expertise of a nonprofit organization with experience in mobile home park sales and conversion to resident ownership and management.	City staff have not had the capacity to respond to funding opportunities to assist residents in purchasing their parks.	The City will continue to search for funds to facilitate the sale of the park to residents, when necessary. The City will modify this action to reflect the elimination of the RDA as a participant to the action. The City will merge Action H.2.8.1 with Actions H.2.8.2 and H.2.8.3 to consolidate related actions into a feasible program.
Policy H.2.9, pg 34	The City will continue to allow the development of manufactured homes with permanent foundations on individual lots in all residential zoning districts.		
Action H.2.9.1, pg 34	Provide information at the City permit counter and on the website on policies and regulations for the placement of manufactured housing on permanent foundations. In addition, the City will provide information regarding the placement of manufactured housing in the form of newspaper postings and bulletins, and on the City's website. To best capture the ethnic diversity of the community, information will be available in the four major languages used in the community and other languages on demand.	The City has continued to provide information regarding the regulations and policies, including energy efficiency standards, at the City permit counter.	The City will delete Action H.2.9.1, as manufactured housing regulations are covered in the City's zoning through the General Plan.
Action H.2.9.2, pg 34	Require minimum energy efficiency standards in manufactured housing.	The City has required that all manufactured housing meet California and International Building Codes, including minimum energy efficiency standards.	The City will delete Action H.2.9.2, as manufactured housing efficiency regulations are covered by the California and International Building Codes.
Goal H.3	REVITALIZE EXISTING DILAPIDATED MULTI-FAMILY PROPERTIES AND AREAS.		
Policy H.3.1 pg 35	Increase accountability of landlords and require regular building improvements to maintain property in desirable condition.		
Action H.3.1.1 pg 35	Continue to support targeted inspections by the Neighborhood Services Department to enforce higher standards for building maintenance, parking requirements, and landscaping.	The City has successfully and proactively encouraged the renovation of 12 major apartment complexes through the strategic use of the rental housing inspection program.	The City will continue to use the Neighborhood Services Division to encourage rental housing reinvestment and upkeep through the rental housing inspection program.

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.3.1.2 pg 35	Continue to provide incentives for conversion of troubled properties to condominiums, senior housing, or other similar use that will not result in the loss of existing affordable housing units subsidized with federal, state, or local funds.	The City has not encouraged the conversion of troubled properties to condominiums or senior housing. The housing market has rendered such conversions generally infeasible. The City has had marked success in working with receivers and new property owners to rehabilitate many of the most troubled properties.	The City will delete Action H.3.1.2, as it is not feasible due to market conditions, structural conditions, and a lack of funding.
Action H.3.1.3 pg 35	Work with interested individuals, nonprofit housing corporations, and for-profit developers to acquire rental housing projects in need of rehabilitation, and transfer ownership, when necessary, to maintain the affordability of the units to low-income households.	The City through the Neighborhood Services Division has worked with several private parties to work out the receivership and purchase of 12 of the City's most dilapidated multi-family housing complexes, which have been rehabilitated and put back on the rental market without becoming unaffordable to low-income households. The City has not worked with nonprofit or for-profit developers in this effort.	The City will continue to work with interested parties to encourage the acquisition and renovation of troubled and blighted multi-family residential housing project. The City will modify this action to reflect the elimination of the RDA as a participant to the action and to include Neighborhood Services as active participants. The City will merge Action H.3.1.3 with Action H.2.2.4 to consolidate like activities.
Goal H.4	PROMOTE HOUSING DIVERSITY THROUGH PROVIDING A RANGE OF HIGH-QUALITY HOUSING CHOICES FOR THE COMMUNITY, INCLUDING SINGLE-FAMILY HOMES, DUPLEXES, TOWNHOMES/CONDOMINIUMS, LIVE-WORK UNITS, MIXED-USE, MULTI-FAMILY, EXECUTIVE HOUSING, AND MOBILE HOMES, THAT SERVE ALL HOUSEHOLDS, RANGING FROM THE WORKFORCE TO EXECUTIVES TO SENIORS AND OTHER SPECIAL NEEDS GROUPS.		
Policy H.4.1 pg 36	Ensure that neighborhoods are developed in a balanced, sustainable manner, avoiding over-concentration of affordable housing or oversized rental complexes and providing a range of housing prices and rents. (Also see H.4.4.3)		
Action H.4.1.1 pg 36	Continue to review other local jurisdictions' programs that spread a range of housing types throughout the jurisdiction.	The City has consistently reviewed the housing programs promoted by other and neighboring jurisdictions, including tracking tax credit projects, grant-funded projects, inclusionary and in-lieu fee programs, and overall affordable housing production rates.	The City will continue to review and evaluate other jurisdictional practices to look for best practices and to ensure that the City is using its development tools effectively.

Review of Previous Housing Element

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.4.1.2 pg 36	Promote development of affordable housing by ensuring adequate sites are available in the City (Policy H.1.2, Actions H.1.2.1 and H.1.2.2), providing resources for developers of affordable housing (Policies H.7.1 through H.7.4 and associated actions), and reviewing amendments and updates to the Zoning Code, Design Guidelines, and other development standards that may increase the cost of providing affordable housing to ensure that development of affordable housing remains feasible. (Also see H.4.4.3)	The City has ensured RHNA compliance over the previous RHNA cycle in ensuring adequate sites for affordable housing are available in the City. It has also worked with developers to help provide affordable housing in the City, including a completed 18-unit large family complex, and two projects in predevelopment—a senior affordable housing project and a disabled and homeless veterans project. The City has also assisted with affordable housing production efforts by adjusting design review guidelines, zoning codes, and other development standards that would otherwise make viable affordable housing projects infeasible.	The City will delete this action to reduce duplicated references to activities already identified in other parts of the Housing Element. It will also modify the referenced actions to ensure that all the necessary components of those actions (as referenced in Action H.4.1.2) are included.
Action H.4.1.3 pg 36	Continue to allow secondary dwelling units by right in single-family residential zones. The City will promote its second unit standards by including information annually in The Grapevine Independent, publishing information on the City’s website to promote this option, and submitting press releases annually to local newspapers. To best capture the ethnic diversity of the community, information will be available in the four major languages used in the community and other languages on demand. (Also see Action H. 7.3.1)	The City has provided information about secondary units to the public via several different media sources.	The City will delete Action H.4.1.3, as it has provided information about secondary units and as the addition of secondary units is allowed by right in residential zones, as memorialized in the City’s General Plan and Zoning Code.
Action H.4.1.4 pg 37	The City will actively support the redevelopment of underutilized mixed-use sites to meet the City’s RHNA allocation and to provide additional affordable housing opportunities throughout the City near transit stops, jobs, and services. The City will assist in the development of these underutilized sites by offering the following assistance: - The City will post a listing of underutilized sites on the City’s website and provide this list of sites to developers interested in developing mixed-use projects in the City. - The City will, where appropriate and when funds are available, assist with the development of affordable housing projects with the use of redevelopment funds on these underutilized sites. - The City will also provide technical assistance with applying for additional funding to construct an affordable mixed-use project on an underutilized site. - The City will provide flexibility in development standards on the construction of an affordable housing project on an underutilized site including but not limited to reduced setback requirements and reduced parking requirements on a case-by-case basis.	The City has actively supported the redevelopment of underutilized sites through direct redevelopment projects, such as the Crossings @ New Rancho. The City has not maintained a list of underutilized sites on the website, as most of those sites are privately owned. There has been no market for mixed-use developments on any of the City’s underutilized sites. The only development has been City funded. The City has provided case-by-case analysis of new projects; however, very few new projects have been proposed.	The City will continue to post a list of underutilized mixed-use sites on the City’s website and provide this list to interested developers. The City will modify this action to remove obsolete funding sources and to remove actions that are already identified in other parts of the Housing Element. Bullet 1 will be deleted as infeasible, Bullet 2 will be deleted as infeasible (redevelopment funds have been eliminated), Bullet 3 will be merged with H.1.6.6, and Bullet 4 will be merged with H.7.3.1. The remainder of Action H.4.1.4 will be deleted, as it is redundant.
Action H.4.1.5 pg 37	Continue to maintain a supply of vacant land within the city limits to meet the City’s RHNA. Ensure that there is a sufficient supply of land for higher-density housing consistent with preservation of neighborhood character, environmental constraints, and other goals of this General Plan. In order for the City to meet its 2006–2013 regional housing need, the following actions will be taken: - Amend the Folsom Boulevard Specific Plan to increase densities in the RMU and MDR zones from 6.1 to 18 units per acre to 6.1 to 30 units per acre. The sites in the inventory (Tables A-39 and A-40) that will be affected are: 075-0450-005: 4.29 acres; 075-0450-005: 28.25 acres; 057-0221-017: 0.17 acres; 057-0221-016: 0.17 acres; and 057-0221-015: 0.17 acres. Currently 488 units are allowed by right and this amendment will increase the number of units to 781 (a difference of 293 units). - Amend Villages of Zinfandel at Stone Creek Plan to increase the density in the MD zone from 15 to 20 units per acre to 15 to 30 units per acre. The site in the inventory (Table A-39) that will be affected is: 072-2360-004: 17.19 acres. Currently 275 units are allowed by right and this amendment will increase the number of units to 412 (a difference of 137 units).	The City has successfully met its 2006–2013 Regional Housing Need Allocation (RHNA) by amending the Folsom Boulevard Specific Plan to increase densities in the RMU and MDR zones and by amending the Villages of Zinfandel at Zone Creek Special Plan to increase the density of the MD zone. This action has been completed.	The City will modify the components of this action that reference zoning changes. The referenced zoning changes have been completed prior to this Housing Element update.

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.4.1.6 pg 38	The City has identified sites A-1, A-2, A-3, D-1, and D-2, in the Land Inventory (see Table A-39) as appropriate to meet a portion of the City’s RHNA. These sites are mixed use sites and currently require a Conditional Use Permit to allow for residential development. The CUP requirement ensures that the commercial uses are compatible with residential development. The sites already meet the location and environmental requirements of the CUP and therefore applications on these sites will be expedited. The City will monitor the development of these sites and upon consultation with developers should the CUP process pose a constraint to the development of Housing, the City will either change the CUP requirement to a Limited Use permit or find alternative sites.	There have been no new applications for development on any of the referenced sites.	The City will continue to consider expedited applications for conditional use permits (CUP) for residential development on these sites. The City will continue to monitor development of these sites and will reassess the potential constraints posed by the CUP process at the initiation of a development application. These sites have been renumbered and re-identified on the new land inventory table.
Policy H.4.2, pg 38	Provide a range of senior housing opportunities, including senior developments with single-story homes, independent living, assisted living, and shared housing, and pursue opportunities and funding to convert existing apartment complexes to senior housing facilities.		
Action H.4.2.1 pg 38	Research feasibility of converting existing multi-family rental housing to senior housing facilities, such as a congregate care or assisted living facility.	There were no feasible conversions available. A private developer is in the process of developing a new senior care facility, and the City has proposed the Horizons@ New Rancho senior housing project, to be constructed as soon as funding is available. Neighborhood Services has provided significant support in assisting in the rehabilitation of multi-family housing.	The City will continue to research the feasibility of converting existing multi-family rental housing to senior housing as opportunities arise.
Action H.4.2.2 pg 39	Require single-family developments serving seniors to provide the majority of the homes as one-story units and require multi-family developments to provide elevators.	The City has processed design review for two multi-family senior projects and building permits for one of those projects. The projects meet the requirements for an elevator in a multi-story development.	The City will delete Action H.4.2.2, as it is a function of the design review process and does not need to be reinforced in the Housing Element.
Policy H.4.3. pg 39	Provide density bonuses consistent with the requirements of state law.		
Action H.4.3.1 pg 39	Continue to allow density bonus provisions consistent with the requirements of state law. (Also see H.7.3.1)	The City has allowed density bonus provisions that made possible the development of the affordable large family Crossings @ New Rancho project, as well as the senior multi-family affordable housing project Horizons @ New Rancho, which is currently in pre-development.	The City will delete Action H.4.3.1, as the density bonus provision is supported by state law and providing incentives to developers in addressed though new Action H.5.3.1.
tion 4.3.2 39	Continue to allow farmworker employee housing (12 or fewer employees) by right in the AG-20 and AG-80 zones.	The City has allowed farmworker employee housing by right in the AG-20 and AG-80 zones.	The City will delete Action H.4.3.2, as farmworker employee housing is allowed by right as per the Zoning Code.
Policy 4.4. pg	Provide housing for the special needs populations, including housing accessible for persons with disabilities (including veterans as a primary target group), large households, the homeless, and single-parent households.		

Review of Previous Housing Element

Continue, Modify, or Delete

Accomplishments

Action H.4.4.1 pg 39	Provide accessibility in housing for persons with disabilities by implementing state and federal requirements by undertaking the following actions: - Review regulations and procedures for City-funded or City-operated housing programs to ensure that they do not exclude participation by persons with disabilities. - Include accessibility considerations in the preparation of the City’s capital improvement plan and the allocation of funding for capital improvements in support of housing and residential neighborhoods.	The City has taken a lead in ensuring accessibility in all City projects. The building department employs an in-house CASp-certified accessibility specialist to review plans for accessibility compliance. Annual funding is allocated to the Public Works Department to provide ADA upgrades to sidewalks and public pathways. The City is also working with a nonprofit developer on two housing projects that will both be 100% accessible, or conversion ready—the Horizons @ New Rancho senior multi-family housing project and the Mather Veterans Village disabled and homeless veterans housing project. The City’s proactive approach to accessibility has made it a valuable resource for architects and developers interested in building projects in the area.	The City will continue to take a proactive approach to accessibility by ensuring that City-funded and/or operated programs are accessible to persons with disabilities and by including accessibility as a key component of the City’s Capital Improvement Plan.
Action H.4.4.2 pg 40	Provide incentives for the development of single-room occupancy (SRO) and supportive housing units for identified special needs groups. Incentives may include fee reductions or deferrals, reduced parking requirements, density bonus, priority permit processing, technical assistance in project processing, and accessing funding for the special needs. SROs are allowed with a conditional use permit in the RD-20, RD-25, RD-30, and HDR zones.	The City has been prepared to provide incentives for the development of SRO and supportive housing for special needs groups. No projects have been proposed as of yet. The City is working on a supportive housing proposal with Mercy Housing that should be developed during the upcoming Housing Element cycle.	The City will continue to provide incentives for the development of single-room occupancy (SRO) and supportive housing developments for identified special needs groups. The City will modify the action to remove the RDA as an active participant in this action.
Action H.4.4.3 pg 40	In implementing affordable housing programs, such as Actions H.1.1.1.1, H.4.1.1, H.4.1.2, H.4.5.1, H.4.8.2, and H.7.2.1, the City will work with housing providers to ensure that special housing needs are addressed for seniors, large families, female-headed households, single-parent households with children, persons with disabilities, homeless individuals and families, and farmworker families. The City will seek to meet these special housing needs through a combination of regulatory incentives, zoning standards, new housing construction programs, housing rehabilitation, homebuyer assistance programs, and supportive services programs.	The City has addresses special housing needs through its first completed multi-family housing community, the Crossings @ New Rancho, which targets large families. It is also working on two additional projects targeted toward residents with special housing needs—the Horizons @ New Rancho, which will provide 48 affordable units for seniors, and the Mather Veterans Village, which will provide 50 new permanent supportive housing units and up to 60 additional dormitory-style transitional housing beds.	The City will delete this action as a duplication of activities and modify the referenced actions to include the implementation clause that ensures affordable housing projects address special housing needs in the applicable Housing Element actions.
tion 4.4.4 40	Participate in regional coordination for homeless services and facilities. The City will continue to support existing facilities and programs (including financial support when appropriate and necessary) and permit homeless facilities and service providers under the City’s Zoning Code.	The City has made multiple donations to Sacramento Steps Forward, the new nonprofit managing the Sacramento Area Continuum of Care. The City has also provided supporting documents to ensure that Sacramento Steps Forward continues to be eligible for federal and state funding.	The City will continue to support the Continuum of Care support structure, both financially via donation and administratively, to ensure that it is able to apply for funding and work for solutions to the homelessness problem in the greater Sacramento area.
tion 4.4.5 41	Pursuant to Senate Bill (SB) 2, transitional housing and supportive housing (as defined in the Health and Safety Code) will continue to be allowed as a residential use in all residential zones without the requirement of a conditional use permit and subject to the same restrictions that apply to other residential uses of the same type in the same zone.	The City has, though its General Plan, allowed supportive and transitional housing in residential zones without conditional use permits.	The City will delete Action H.4.4.5, as it is enforced by state law and is redundant in the Housing Element.

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.4.4.6 pg 41	Pursuant to SB 2, emergency shelters will continue to be allowed as a permitted use without a conditional use permit in the Office/Industrial/Mixed Use (OIMU) and the Light Industrial Business Park (LIBP) zones. In addition, the City will consider adopting development and managerial standards that will be consistent with Government Code Section 65583(a)(4). These standards may include such items as: - Lighting - On-site management - Maximum number of beds or persons to be served nightly by the facility - Off-street parking based on demonstrated need - Security during hours that the emergency shelter is in operation	The City did not adopt any emergency shelter--specific standards. Instead the City has decided to ensure that as long as the shelters are consistency with state law and with Government Code Section 65583(a)(4), they will be allowed without requiring a conditional use permit.	The City will delete Action H.4.4.6, as it is enforced by state law and is redundant in the Housing Element.
Action H.4.4.7 pg 41	To ensure development standards do not constrain the development of SROs, the City will evaluate adopting development standards which may include: - Requirements for a management plan outlining policies and procedures and annual review of services by City Planning Department - 24-hour on-site management - Room limitation to single occupancy, with allowance for overnight guests - Requirements for monthly tenancies - Units must be 250–300 square feet in size and include kitchen or bathroom - Parking ratio of one space per unit and bicycle rack storage of one rack per 5 units	No SRO projects were proposed in the City. Without projects, it was not feasible to determine whether or not development standards were a constraint to SRO development.	The City will continue to evaluate whether or not development standards are acting as a constraint on the development of SRO units. The City will merge Action H.4.4.7 with Action H.4.4.2 to consolidate SRO actions into a single program.
Policy H.4.5, pg 42	Ensure that adequate parking is available in multi-family rental properties, condominiums, townhomes, and senior facilities.		
Action H.4.5.1 pg 42	Continue to modify parking needs of affordable multi-family rental properties, condominiums, townhomes, and senior facilities as requested by the project. (Also see Action H.7.3.1 and Action H.4.4.3)	The City has worked with the developers of multi-family projects—especially special needs projects—to ensure that the projects have adequate parking without risking the viability of the project. The City provided reduced parking requirements for the Crossings @ New Rancho and allowed street parking to be considered as part of the overall parking allocation. The City is also considering reduced parking requirements for both the Horizons @ New Rancho project and the Mather Veterans Village project to help maximize the projects’ financial viability.	The City will delete Action H.4.5.1, as the design review process ensures that parking requirements and parking needs are adequately addressed.
Policy H.4.6, pg 42	Ensure that housing appropriate for empty-nesters and single persons, such as townhomes or small lot, single-family homes, rather than large single-family homes, is developed.		
Policy H.4.7, pg 42	The City will continue to promote equal housing opportunity for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, disability, familial status, source of income, or sexual orientation.		

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Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.4.7.1 pg 42	The City will direct specific fair rights inquiries to the Sacramento Center for Human Rights Law and Advocacy. The City will post newsletters and brochures from the Center for Human Rights Law and Advocacy at the permit counter.	The City has performed a detailed review of the Sacramento Center for Human Rights Law and Advocacy, and its partner JPA, the Sacramento Human Rights and Fair Housing Commission. The review has indicated that the HRFHC is not a good match for the City's fair housing needs. The City has initiated an in-house fair housing plan that includes a multilayered marketing plan, a Fair Housing Representative, extensive fair housing education opportunities, and new relationships with local housing law advocate groups to help meet the City's legal obligations to Fair Housing.	The City will modify this action to incorporate the new Fair Housing Plan and the role of the City's Fair Housing Representative. It will also add CDBG as a funding source.

Action H.4.7.2 pg 43	Per Chapter 1.1.0 of the Zoning Code (Entitlements), the City will allow requests for reasonable accommodation in regard to relief from the various land use or zoning rules, policies, practices, and/or procedures that may be necessary to ensure equal access to housing designed for, intended for occupancy by, or with supportive services for individuals with disabilities as required in the Zoning Code.	The City has continued to allow requests for reasonable accommodation in regard to relief from various land use or zoning rules to ensure equal access to housing.	The City will continue to allow reasonable accommodation for persons with disabilities and persons with developmental disabilities.
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Policy H.4.8. pg 43	Promote improved aesthetics and amenities in residential construction.		
Action H.4.8.1 pg 43	Continue to require a richer diversity of front elevations and increased quality of housing plans through design review.	The City has used the design review process to help ensure that housing projects offer a richer diversity of front elevations, both in single-family projects and in multi-family projects, including affordable projects.	The City will delete Action H.4.8.1, as diversity in front elevations is supported via the Design Review process and is redundant in the Housing Element.
Action H.4.8.2 pg 43	Require that affordable housing projects be designed so that there is no discernable exterior difference in style or design between such projects and market-rate housing projects, without requiring a specific design standard that would render an affordable housing project financially infeasible. (Also see Action H.4.4.3.)	The City has worked with affordable housing developers to ensure that the exteriors of affordable projects are comparable to market rate projects. An example is the Crossings @ New Rancho, which was built in a style intended to complement the nearby single-family homes.	The City will delete Action H.4.8.2, as it is supported via the Design Review process and is redundant in the Housing Element.
Goal H.5	SUBSTANTIALLY INCREASE THE RATE OF HOMEOWNERSHIP.		
Policy H 5.1. pg	Pursue funding and resources to develop homeownership programs such as first-time homebuyer, down payment assistance, lease-to-own, mortgage credit certificate, and police-fire-teacher programs.		

Review of Previous Housing Element

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.5.1.1.1 pg 43	The City shall collaborate with the Sacramento County Board of Realtors, local financial institutions, nonprofit organizations, and residential developers in implementing homebuyer assistance programs for low- and moderate-income households. Among the options the City will pursue are: - A City-sponsored homebuyer assistance program funded from state and federal sources such as CDBG and HOME. - A City-sponsored homebuyer assistance program with participation by financial institutions, such as the Federal Home Loan Bank Board's Affordable Housing Program. - A City-sponsored program to promote the use of mortgage credit certificates and energy efficiency mortgages.	The City has not developed any homebuyer assistance programs for low- and moderate-income households. The volatility of the housing market following the mortgage crisis and the subsequent drop in home prices, combined with dramatically increased restrictions on lending standards, has made homebuyer programs difficult to justify, particularly as funding sources have either been eliminated or severely reduced. The City may consider implementing some sort of homebuyer assistance program in the coming Housing Element cycle.	The City will delete this action, as the housing market has reoriented the owner-to-renter ratio in the City and there are no resources available.

Policy H.5.2. pg 44	Encourage conversion of multi-family complexes to condominiums to provide new and additional homeownership opportunities.		
Action H.5.2.1 pg 44	Develop and adopt requirements for proposals requesting conversion of rental units to for-sale ownership units. Requirements and evaluation factors shall include a minimum rental vacancy rate (to be determined through an annual market-rate rental survey), maximum number of units allowed to convert annually, relocation assistance to tenants, and affordability of units. Sufficient investment will be required to ensure physical sustainability of buildings. (Implementation of this action will not result in the loss of existing affordable housing units subsidized with federal, state, or local funds.)	Due to changes in the housing market, there was no longer any need or interest in the City in pursuing apartment conversions.	The City will delete this action, as the housing market has reoriented the owner-to-renter ratio in the City and there are no resources available.

Goal H.6	PURSUE SUSTAINABLE DEVELOPMENT AND ENERGY EFFICIENCY FOR NEW RESIDENTIAL DEVELOPMENT AND EXISTING HOUSING STOCK.		
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Policy H.6.1. pg 44	Require energy efficiency in the design and construction of housing developments through implementation of the State Energy Conservation Standards (Title 24). The long-term economic and environmental benefits of energy efficiency shall be weighed against any increased initial costs of energy saving measures. Encourage sustainable development by reducing energy use.		
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Action H.6.1.1 pg 45	Incorporate Title 24 requirements into Specific Plans and Development Agreements as appropriate and assess the feasibility of implementing LEED or similar energy saving program requirements. Incentives will be offered (e.g., density bonus, expedited process, fee reduction/waiver) to property owners and developers who exceed California Title 24 energy efficiency standards.	The City has strongly encouraged developers of both Specific Plans and individual housing projects to maximize energy efficiency options. The Crossings @ New Rancho is a LEED Gold project, while the two new housing projects planned by the City offer equal or greater energy efficiency opportunities. The City did not amend the Zoning Code. as the Title 24 requirements are part of the California Building Code.	The City will delete Action H.6.1.1, as Title 24 is law and is a fundamental design principle not open to negotiation. The City will continue to encourage LEED analysis on a project-by-project basis through Design Review.
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tion 6.1.2 45	Partner with SMUD and PG&E to develop model programs for energy efficiency in new development without increasing costs to the homebuyer, and post and distribute information on currently available weatherization and energy conservation programs to residents and property owners as well as encourage participation in SMUD's photovoltaic (solar), energy efficiency, peak reduction, and other comparable programs. The City will distribute information through the City's newsletter, annual mailings in City utility billings, distribution of program information to community organizations and at municipal offices, and postings on the City's website. To best capture the ethnic diversity of the community, information will be available in the four major languages used in the community and other languages on demand.	The City partnered with SMUD to assist in weatherization programs and other energy efficiency programs.	The City will continue to partner with SMUD and PG&E to develop model programs for energy efficiency and to market those programs and educate residents about energy efficiency programs available to them.
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Review of Previous Housing Element

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.6.1.3 pg 45	Continue to enforce state requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and encourage residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access through development standards contained in the Zoning Code, Building Code, and Specific Plans as appropriate. Encourage all new developments to provide bicycle and pedestrian access, thereby facilitating the reduction of automobile air quality impacts in the area.	The City has worked with developers and builders to help encourage high standards regarding energy efficiency. Not only are City Hall and the City's first affordable housing both LEED projects, but a large number of other businesses and projects in the City have achieved LEED certification or ranking.	The City will delete Action H.6.1.3. State requirements are a matter of law and will be enforced through the project approval process.

Goal H.7 PURSUE PUBLIC AND PRIVATE RESOURCES AVAILABLE TO PROMOTE DIVERSE HOUSING OPPORTUNITIES, AND PARTICULARLY TO ASSIST IN THE CREATION OF WORKFORCE HOUSING AND SPECIAL NEEDS HOUSING.

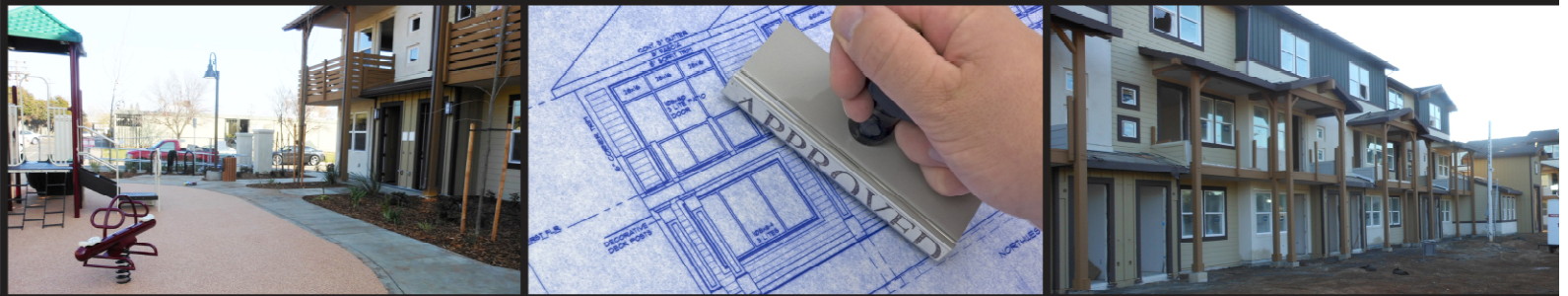
Policy H.7.1, pg 46	Partner with private organizations to encourage housing investment in the City. (Also see Action H.4.1.2.)		
Action H.7.1.1, pg 46	Partner with major employers in the community to consider developing a Housing Trust Fund that will be funded by employers. The City will identify incentives for major employers to encourage employees to reside in Rancho Cordova. (Also see Action H.4.1.2 and Action H.1.1.1.)	The City has created a Local Housing Trust Fund that is funded by development impact fees. The City has not yet partnered with any major employers to work on an additional source of income for the Housing Trust.	The City will continue to explore opportunities in partnering with major employers to help fund the Local Housing Trust.

Policy H.7.2, pg 46	Pursue state and federal funding sources needed to achieve the desired range of housing choice.		
Action H.7.2.1 pg 46	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. Appropriate sources of funding will be determined on a case-by-case basis. (See Program Timeframe and Potential Funding below.) The City will collaborate with nonprofit organizations and agencies such as Northern California Construction Training, Community Housing Opportunity Corporation, and the Sacramento Housing and Redevelopment Agency. Potential funding sources for this program will include the CDBG, HOME, CalHome, and BEGIN programs, the state Multi-Family Housing Program, California Housing Finance Agency programs (such as HELP), tax exempt bond financing, low-income housing tax credits, the Federal Home Loan Bank Affordable Housing Program, and various other HUD programs for special needs groups. (Also see Action H.4.4.3)	The City has successfully obtained funding through the Neighborhood Stabilization Program for both entitlement and competitive grant funds. It has also won grant funding through the CalHOME program and the State's Local Housing Trust Grant. The City is continuing to look for additional grant opportunities to fund affordable and special-needs housing.	The City will continue to pursue state and federal funding sources to support affordable housing development efforts. The City will modify this action to reflect the elimination of the RDA as a funding source and active participant. The City will modify the action to remove the RDA as an active participant in this action.
Action H.7.2.2 pg 47	Work with financial institutions serving Rancho Cordova to solicit interest in providing financing for very low-, low-, and moderate-income housing as part of their responsibilities under the Federal Community Reinvestment Act (CRA). The City will seek specific lending commitments to be used in conjunction with Redevelopment Agency funds and state and federal funds. The City will work with interested lending institutions and developers to use existing CRA-funded programs through the Federal Home Loan Bank Board and the Federal Reserve Bank Board.	The City has not directly worked with financial institutions to encourage the use of Community Reinvestment Act funds toward the production of low- and moderate-income housing. The loss of the RDA and of RDA funds has negatively impacted the City's ability to access and leverage funding from outside institutions.	The City will continue to look for opportunities to work with financial institutions with CRA funds and obligations with the goal of providing financing for low- and moderate-income housing. The City will modify the action to remove the RDA as an active participant in this action.
Policy H.7.3, pg 47	Cooperate with affordable housing providers and provide regulatory and financial incentives to develop, acquire, rehabilitate, and/or manage housing affordable to extremely low-, very low-, low-, or moderate-income households.		

Review of Previous Housing Element		Accomplishments	Continue, Modify, or Delete
Action H.7.3.1, pg 47	To promote the development of affordable housing, the City will market available incentives by advertising on the City’s website, publishing brochures and making referrals. The incentives for developers may include: - Financial assistance (based on availability of housing funds); - Expedited development review; - Streamlined processing; - Density bonuses; and - Modification of development standards (i.e., setbacks, lot coverage, floor area ratio, unit size, height requirements, and parking) on a case-by-case basis. Given equal quality of design, priority will be given to projects containing units affordable to extremely low-income households. In addition, the City will consider adopting an Affordable Housing Ordinance (Action 1.5.1) which will require that individual projects include an Affordable Housing Plan as part of the overall project approval.	The City has actively solicited developers interested in the development of affordable housing projects to partner with the City for funding assistance, streamlined processing opportunities, and modified development standards. These efforts have resulting in the completion of one new affordable housing project and two additional projects that are in the pre-development phase. The City has not passed an affordable housing ordinance. However, the City has worked with developers to ensure that qualifying affordable housing projects are viewed as priority projects.	The City will continue to actively promote the development of affordable housing both by offering incentives and partnering opportunities and by giving affordable housing project priority when applicable. The City will modify the action to remove the RDA as an active participant in this action.
Policy H.7.4, pg 48	Require nonresidential development to provide for the affordable housing needs generated or contributed to by their development.		
Action H.7.4.1, pg 48	Update the existing Very Low Income Housing Trust Fund Fee (fee for nonresidential development) to better address the needs and desires of City. The update to the fee program shall include the following: - An updated nexus study addressing both very low- and low-income housing needs generated by non-residential development, including the cost to provide a variety of lower-income housing types; - A fee structure based on defined types of non-residential development that are consistent with uses identified in the Zoning Code; - A fee component to cover administrative costs; - An annual inflationary adjustment; - Exempt uses; and - Allowed uses of the fee, including its use to provide pre-development, construction, and permanent financing for affordable multi-family projects and provide a homebuyer assistance program.	The City has not updated the existing Very Low Income Housing Trust Fund Fee. The collapse of the housing market and the subsequent recession slowed all development in the City, and any fee increase has been considered an impediment to development in the constricted economic environment. The City may consider this fee update during the next Housing Element cycle.	The City will continue to explore the option of updating the Very Low Income Housing Trust Fund Fee as economic market conditions improve and new development begins to accelerate.
Policy H.7.5, pg 49	Utilize the Redevelopment Area for the generation of redevelopment housing set-aside funds.		
Action H.7.5.1 pg 49	The City will use Redevelopment Set-Aside Funds to support developers interested in building affordable rental and ownership housing projects. As appropriate, the City will prioritize funding for projects that include units affordable to extremely low-, very low-, and low-income households. The City is expected to accrue \$2.5 million in Set-Aside Funds over the five-year planning period and approximately \$750,000 in linkage funds.	The elimination of the RDA has removed the original set-aside funds from the City’s control and will not provide for any new funds.	The City will delete this action and policy, as the legislature has eliminated RDAs and traditional redevelopment funding statewide.

City of Rancho Cordova 2013-2021 Housing Element Update

City Council Workshop



July 23, 2013

1

PMC

Goals for the meeting

- Streamlined Housing Element Process
- Legal Requirements
- 2013-2021 RHNA
- Revised Goals
- Schedule for Certification and Adoption
- Council Recommendation for Submittal



Streamline Housing Element Process

- Technical update
- Revisions are identified
- Completed HCD checklist
- Shortened review period



Legal Requirements

- RHNA requirements
 - Land inventory identifies sufficient sites to meet a range of housing needs
- Consistent with General Plan
- Assist with development of affordable housing
 - Removes barriers and provides incentives
- Comply with Fair Housing Law



Rancho Cordova's 2013- 2021 RHNA

2013 Sacramento County Median Income: **\$70,900**

Income Category	Income Range (4 person family)	RHNA	Percent of Total
Extremely Low Income (<30% of AMI)	\$0 – \$21,700	770	11%
Very Low Income (30%-50% of AMI)	\$21,701 - \$36,150	770	11%
Low Income (50%-80% of AMI)	\$36,151 – \$57,900	1,079	15%
Moderate Income (80%-120% of AMI)	\$57,901 – \$85,050	1,303	19%
Above Moderate (>120% of AMI)	> \$85,050	3,087	44%
Total		7,008	100%



Land Inventory Status

Income Category	EL/VL/L	MOD	ABV MOD
RHNA	2,618	1,303	3,087
Vacant Infill	1,115	232	
Under-Utilized Infill	378	124	
Greenfield	1,471	2,203	3,571
Pending Projects	48		
Total	3,012	2,559	3,571
<i>Surplus/(Shortfall)</i>	394	1,256	484



Updated Housing Element Goals

- Goal H.1: Seek a balance of housing opportunities appropriate for the range of jobs available and planned in the City.
- Goal H.2: Encourage the improvement, rehabilitation, revitalization and reinvestment of the City's existing residential neighborhoods.



Goals

Goal H.3: Provide housing diversity through providing a range of high-quality housing choices for the community.

Goal H.4: Pursue sustainable development and energy efficiency for new residential development and existing housing stock.



Goals

Goal H.5: Pursue public and private resources available to promote diverse housing opportunities and particularly to assist in the creation of workforce housing and special needs housing.



Changes:

- Combine Goal 2 and Goal 3
- Delete Goal 5
- Consolidate and streamline policies and actions
- Previous Housing Element
 - 7 goals
 - 32 policies
 - 73 actions
- Updated Housing Element
 - 5 goals
 - 18 policies
 - 29 actions



Points for Council Direction

- Action H.1.2.1 - 5% vs. 7%
 - Draft for HCD submittal will include a minimum required 5% of total residential to be high density (changed from the 7% currently in the review draft), however, a realistic response that satisfies our RHNA is closer to 7%. Need to inform development community.
- Action H.5.4.1 – Housing Trust Development Fee update.
 - Draft for HCD submittal will suggest end of FY 2016 as update deadline. Fee has not been updated since 1994 implementation by the County. Proposal to tie fee to regular Fee update schedule maintained by Finance Dept.



Proposed Schedule

Public Workshop

January 2013

City Council Study Session

March 2013

Public Review Draft Available

July 2013

Submit Draft Housing Element to State (Opens 60
Day Public Review Period)

July 2013

Receive Comments Back from State (Public
Comment Period Closes)

August/September 2013

City Council Adoption of Final Housing Element

October 2013



Council Recommendation

- Submit to HCD for review and Certification



MEMORANDUM

DATE: April 9, 2013
TO: Honorable Mayor and Council Members
FROM: Paul Junker, Planning Director
SUBJECT: REVIEW OF DRAFT CITY OPEN SPACE GUIDELINES



RECOMMENDATION

Provide direction to staff.

RESULT OF RECOMMENDED ACTION

Council direction will allow staff to refine the Draft Open Space Guidelines and to prepare the document for formal consideration at a subsequent City Council meeting. The Draft Open Space Guidelines define the City's expectations for open space lands within development projects. Lands and improvements described in this document supplement the CRPD parks system by providing smaller gathering places within the community and by ensuring an enhanced system for pedestrian and bicycle routes from a neighborhood scale up to and including major bicycle and trail corridors identified in the City's Bicycle and Pedestrian Master Plans. The Draft Open Space Guidelines have been developed in partnership with representatives of the development community and staff anticipates adoption of these Guidelines to occur in conjunction with a reduction of the City's General Plan requirements for open space lands in new development projects.

BACKGROUND

The City of Rancho Cordova and representatives of the Building Industry Association (BIA) worked through much of 2012 to identify ways reduce the overall costs of development while still maintaining the fundamental goals that the City Council has established for new development. A key determination by the City Council was that the required City Open Space standard could be reduced from 1.75 acres per 1,000 residents to 1.0 acres per 1,000 residents. This determination was supported by detailed analysis by the Cordova Recreation and Parks District (CRPD) that demonstrated traditional parks within the community could accommodate both active recreation facilities (ball fields, courts, etc.) and a reasonable amount of open and unprogrammed space.

From the first discussions of the vision for Rancho Cordova's future, it has been a clear priority of the community and the City Council to provide an enjoyable community setting in new development that supports outdoor recreation, provides safe and attractive bicycle and pedestrian routes, and allows residents to enjoy natural open space near their homes. The attached Draft Open Space Guidelines represent an evolution of concepts that first formed during the preparation of the City's first General Plan and were refined as major development projects were reviewed by the City. These Guidelines, much like the General Plan itself, have

both guided the design of projects and have been influenced by the opportunities and constraints identified during the review of development proposals. As such, approved projects and projects currently underway are relatively consistent with the Draft Open Space Guidelines.

While open space standards had been contemplated during earlier project reviews, the Draft Open Space Guidelines are the result of a focused and collaborative effort by City staff and key members of the development community. This has resulted in a document that is tailored to both achieve the City's vision for community and provide a framework that meets the requirements of the development community.

While the reduction in required City Open Space that was endorsed by Council in the BIA discussions will reduce the total green space within future development, the Open Space Guidelines will ensure that the goals of gathering places, pedestrian and bicycle mobility, and the interface of nature and urban development will contribute to a pleasing and enjoyable community. As such, staff assumes that adoption of the Open Space Guidelines is an important and necessary action that will take place in conjunction with reducing the amount of required open space land within future development projects. In short, these Guidelines are intended to "do more with less" in the realm of City open space.

Key Components of the Open Space Guidelines

The attached Guidelines address community open space in two basic categories:

1. Community Places – These are lands where people can meet, relax and enjoy passive open space in a small, park-like setting. The key feature of these spaces is that they offer a place or destination, sometimes relatively small in size, where residents can relax, meet and spend a bit of time. Community Places may be provided as small, stand-alone sites or the land required under this type may, in some cases, be incorporated into larger CRPD park sites. Community Places are comprised of land required under the City's standard of 1 acre of open space per 1,000 residents.
2. Green Infrastructure – These features are intended primarily to provide mobility for pedestrians and bicyclists. At the smallest scale Green Infrastructure refers to enhanced street frontages that create safe and attractive corridors for pedestrians. At its largest scale these features are the major pedestrian and bicycle corridors that connect various districts of the City – these major corridors are also mapped in the City's Bicycle Master Plan. Also within Green Infrastructure are design guidelines related to drainage channels and basins – the Draft Open Space Guidelines envision drainage facilities that are visually and aesthetically pleasing, as well as being highly functional flood control facilities. There is no set acreage standard for Green Infrastructure. Rather, the Guidelines describe a functional outcome that should be incorporated into the design of development projects.

Applying the Open Space Guidelines

As noted above, the concepts within the Draft Open Space Guidelines have been developed in conjunction with development projects under consideration by the City. Therefore, the Guidelines and currently proposed projects enjoy a relatively high level of consistency. In applying the Guidelines in the future, staff sees two primary types of project reviews: amendment to previously approved projects and completion of projects currently under review.

Previously Approved Projects

As discussed in the Study Session for the Douglas 98 project and in the recent action on the Montelena project, development applications approved by the City in the past included a greater amount of park and open space lands than was endorsed by the Council during the BIA discussions. Therefore, these previously approved projects typically will seek a reduction in the amount of park and open space through an amendment to the previous project approval.

In the cases of Douglas 98 and Montelena, City staff was supportive of park and open space reductions based upon the amended project complying with the following:

- The new project would comply with the City's anticipated standard of 5 acres of parks and 1 acre of City open space per 1,000 residents.
- The new project would effectively meet the recreational and mobility needs of residents.
- Elimination of open space lands would not leave residents underserved in any neighborhoods of the project.
- The project would continue to meet the City's expectations of providing an overall high quality environment that would compare favorably with neighborhoods in nearby jurisdictions.

For these two development projects, small, neighborhood scale open space sites were eliminated, but there were nearby facilities retained within close walking distance that served the same function as the green space proposed for elimination.

When considering the elimination of green spaces within an approved project it is always concerning that the project could be less attractive to residents or that the project would not meet resident needs as well. Balanced against these natural concerns are the factors of reducing overall park and open space improvement costs, providing greater opportunities (additional home lots) for the developer to generate revenue and invest in other aspects of the project, and reducing the maintenance obligations to be funded by the future residents of the project.

In addition to the Douglas 98 and Montelena projects, it is possible that developers representing other approved projects will seek to amend their projects. These additional projects could include the Sunridge Specific Plan projects of Lot J, Douglas 103, Arista del Sol, Grantline 208 and Anatolia IV and the overall Rio del Oro Specific Plan. Should these projects request amendments, staff will immediately schedule early review of the projects to allow Council input in advance of formal action.

Projects Currently Under Review

The City has three major projects under review at this time: Suncreek Specific Plan, The Arboretum Specific Plan, and The Ranch Special Planning Area. Plans for these projects have been developed over a period of years and they generally meet the intent of the Draft Open Space Guidelines.

In response to the Council direction during the BIA discussions, the Suncreek Specific Plan has been amended to comply with the anticipated 5 acres of parks and 1 acre of City open space per 1,000 residents standard. A preliminary review of this project is scheduled for the City Council meeting of August 19, 2013 and will allow the Council to review how the new standard would be met at the master plan level. Review of The Ranch Special Planning Area

has only recently restarted and discussions regarding the anticipated park and open space standards are in the preliminary stages. The Arboretum Specific Plan has been on hold for several months and no discussions of amending park and open space amenities has yet occurred.

It is significant to note that some of the features described in the Draft Open Space Guidelines are not mapped at the master plan level. The fine grained features of pedestrian and bicycle improvements and enhancement of drainage facilities might not be determined until either the tentative map phase or until improvement plans for specific facilities are prepared. As such, the Draft Open Space Guidelines are intended to bridge the planning process from master plan to the final design of specific facilities.

OUTREACH AND INPUT

The City Open Space Guidelines were prepared in conjunction with individuals involved with three of the largest planned projects within the City. A set of City open space guidelines has been contemplated for several years and the approach of this document has been adjusted in response to actual development proposals within the City. City staff met with members of the BIA involved with development along Highway 50 on June 11, 2013 to present the Draft City Open Space Guidelines. BIA members in attendance were supportive of the City adjusting its open space standard, but had little specific input to offer on the Guidelines either at the meeting of June 11 or during follow up discussions with BIA members.

ATTACHMENT

Draft City Open Space Guidelines



CITY OPEN SPACE GUIDELINES CITY OF RANCHO CORDOVA

Administrative Draft
Prepared on September 17, 2012



CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

1 . INTRODUCTION AND OVERVIEW

The City of Rancho Cordova is committed to creating a vibrant and diverse community for residents and visitors of Rancho Cordova. Residents have consistently rated open space, parks, and trails, among the most important amenities and these Open Space Guidelines will guide the development of open space amenities within Rancho Cordova.

Given the demand for new homes regionally and trends toward more affordable homes, the City will likely develop in a form that is more dense than historic regional patterns. While this provides a variety of environmental and social benefits, the higher density urban form creates a greater demand and need for park and open space amenities as private backyards begin to transition to more shared community spaces. Rancho Cordova envisions a linked open space system comprised of parks, open spaces and trail systems that will provide a pattern of continuous interconnected open space that is closely intertwined with urban uses at multiple points.

The City of Rancho Cordova recognizes the burden that park and open space requirements can place upon a given development project. In addition to the City's Open Space standard described herein, a development would be required to provide traditional park facilities and possibly be required to set aside additional lands for mitigation or preserve purposes. Acknowledging that this obligation is not small, the City Open Space Guidelines integrate with other facility requirements (parks, drainage, environmental preserves, etc.) to maximize community benefits and minimize additional costs to developers. These Guidelines promote meaningful green spaces within a project that will be connected an overall circulation system of pedestrian amenities. It is anticipated that by creating a cohesive Open Space Plan for all development projects that the quality of life for future residents will be increased, which in turn, effectively raises the value and rate of return on home prices and commercial sales prices/rents.

2. FOCUS AND APPROACH OF THE CITY OPEN SPACE GUIDELINES

This document establishes the framework for a comprehensive open space network with specific details for City open space amenities. The overall open space system of Rancho Cordova can be divided into three general categories: 1) City Open Space (Community Places and Green Infrastructure); 2) Protected Areas and Mitigation Lands; and 3) Parks and Recreation.

City Open Space

City Open Space refers to lands other than traditional parklands that are developed and improved (versus left primarily in a natural state), are accessible to the public and are maintained by the City. These lands include **"Community Places"**, such as neighborhood greens, community gardens, public plazas, etc., and **"Green Infrastructure"** such as trail systems, detention basin facilities, greenstreets, etc. as described further in these Guidelines. City Open Space lands are the sole subject of these Design Guidelines.

Protected Areas and Mitigation Lands

Protected areas and mitigation lands are properties that are set aside specifically for the preservation of plantlife and/or wildlife and associated habitat, such as wetlands and vernal pool preserves. For the purpose of these Guidelines, protected areas and mitigation lands are not considered City Open Space, as described above, as they are not developed, accessible to the public or maintained by the City. However, the City will typically seek the siting of publicly accessible trail outside of and along the edges of such preserves.

Parks and Recreation

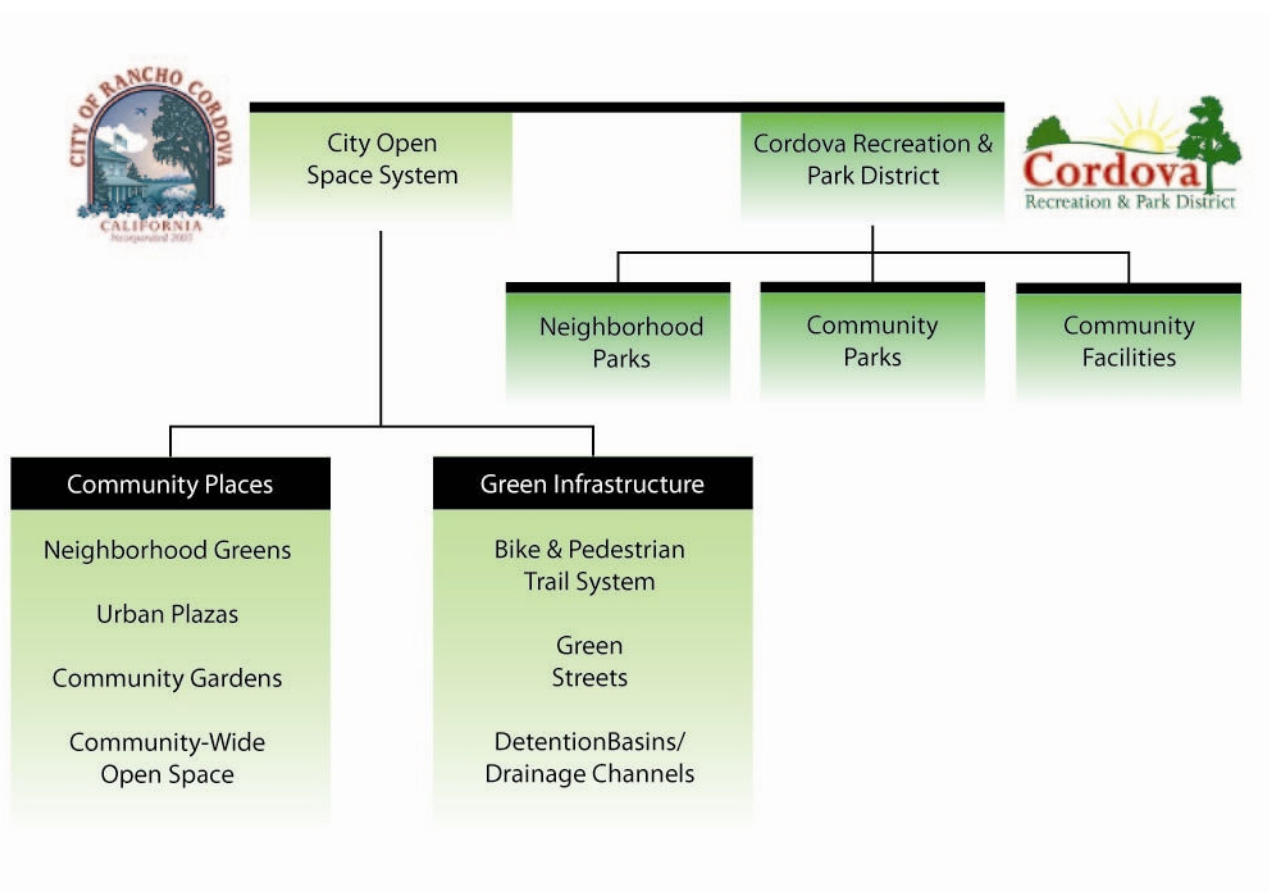
Traditional park and recreation land is an important community resource that serves the recreational needs of community residents. Parks and recreation facilities vary and include neighborhood and community parks and may include special recreation facilities such as an aquatic center, and are maintained by Cordova Recreation and Park District. For the purpose of these Guidelines, traditional park and recreation lands are not

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

considered City Open Space, as described above, as they are programmed and maintained by Cordova Park and Recreation District.

These Open Space Guidelines do not define park requirements. However, the open space system will provide connections between parks and will enhance the traditional park system within the City. While all open space and park lands within Rancho Cordova serve important functions, these Guidelines specifically address City Open Space, and do not address Natural Areas and Mitigation Lands nor Parks and Recreation.

City of Rancho Cordova Parks and Open Space Components



CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

3. VISION, GOALS, POLICIES AND GUIDING PRINCIPALS

VISION

The VISION for the City of Rancho Cordova Open Space Design Guidelines is to provide a framework for the design of open space, with a focus on how open space facilities and amenities should be provided in newly developing and re-developing portions of the community. These Guidelines address how Community Places and Green Infrastructure will be incorporated within community and neighborhood design to create livable, functional, sustainable and aesthetic communities that stand the test of time.

GOAL 1

Create a variety of human-scaled Community Places for residents and visitors to Rancho Cordova to meet, socialize, recreate and enjoy nature in convenient and accessible locations throughout communities.

GOAL 2

Provide an inviting and attractive Circulation System for pedestrians and bicyclists that is designed to promote linkages for residents to neighborhoods and destinations within communities and throughout the City.

GOAL 3

Design open space features in a way that provides maximum benefits to residents but is also sensitive to costs and efficiencies for the provision of lands, improvements and on-going maintenance of open space features and related community infrastructure.

4. CITY OPEN SPACE COMPONENTS DEFINED

City Open Space is comprised of two distinct categories called **Community Places** and **Green Infrastructure**. A notable distinction between these two types of City Open Space is that a specific number of acres of Community Places are required for a given population to meet a “measurable standard”, while Green Infrastructure is required to meet a “functional standard” such as enhancing pedestrian/bicycle and neighborhood connectivity and enhancing drainage basin design to promote drainage facilities as recreational and aesthetic features in the community.

4.1 Community Places

com mu ni ty [kuh-myoo-ni-tee]—noun

1. a social group of any size whose members reside in a specific locality, share government, and often have a common cultural and/or historical heritage.

place [pleys]—noun

1. a specific region or area.
2. an open space, or square, as in a city or town

Community Places are defined as “the places where people or groups will meet and gather.” These Guidelines specifically address places that are developed (or improved) and are accessible to the public but are not traditional active park lands.

Community Places function as aesthetic “destinations” within a neighborhood or community that create spaces for people to gather and socialize or relax and commune with nature. Community Places are typically located separate from active park lands and differ from traditional parks in that they serve a smaller, local population and provide flexible space for un-programmed activities. Locations for Community Places may vary; among many possible locations they could be located at the center of a residential neighborhood, at the edge of an open space, or within a commercial area. Community Places are intended to stimulate synergy and cohesiveness within a neighborhood or area and to create opportunities for people to gather and recreate.

Below are some suggested types of land uses that, depending on design and amenities, may meet the Policy, Goal and Vision requirements set forth above for Community Places; other options may exist and should be considered on a project-by-project basis.

- Neighborhood Greens
- Urban Plazas / Town Greens
- Community Gardens / Rose Gardens / Display Gardens
- Water Resources / Streams / Ponds / Lakes
- Designated Place within Pedestrian Paseos
- Private Recreation Facilities (considered on a case-by-case basis)
- Community-Wide Open Space Facilities / Outdoor Amphitheaters

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

4.2 Green Infrastructure

green [green]—adjective

1. *environmentally sound or beneficial.*

in fra struc ture [in-fruh-struhk-cher]—noun

1. *the basic, underlying framework or features of a system or organization.*

2. *the fundamental facilities and systems serving a country, city, or area, and transportation and communication systems, water, sewer and drainage facilities, power plants, schools, etc..*

Green Infrastructure is defined as the underlying functional features of an organized community; herein specifically addressing methods of improving pedestrian/bicycle mobility and neighborhood connectivity, enhancing multi-function drainage facilities and utility easements, and designing pedestrian-friendly street infrastructure.

Green Infrastructure refers to methods by which a "functional" feature of a neighborhood or community, such as regional and local trail systems, is enhanced to make the feature more aesthetically pleasing and therefore a more attractive circulation choice for use by pedestrians and bicyclists. Green Infrastructure also refers to the creation of "Green Streets" which are streets with enhanced pedestrian amenities such as wider sidewalks, angled parking, curb-side landscape strips and median refuge areas that increase pedestrian safety and therefore increase use by pedestrians.

Below are some suggested types of features that, depending on design and amenities, may contribute to meeting the Policy, Goals and Vision requirements set forth for Green Infrastructure; other options may exist and should be considered on a project-by-project basis.

- Pedestrian & Bike Trail System
- Trail Nodes and Trailheads
- Pedestrian Paseos (mid-block cut-thru streets or between-building enhanced passageways)
- Utility Easements (with trail in a naturalized setting)
- Green Streets (pedestrian-amenitized collector streets w/ traffic calming)
- Enhanced Local Residential Streets (with landscaped parkways & separated sidewalks)
- Enhanced detention basins / water quality features / drainage ways (with landform grading, naturalized vegetation, trail, etc.)

5. IMPLEMENTATION OF OPEN SPACE GUIDELINES

These Guidelines will be implemented primarily through the review of applications for development proposals. Compliance with these Guidelines will **typically** be addressed at the initial entitlement stage of Specific Plan review. The City will also consult these Guidelines as it undertakes the design of public improvements that interface with open space such as drainage infrastructure, City-sponsored transportation projects, and local and regional trail projects.

5.1 Standard of Compliance

As noted above, the City open space system is comprised of two basic categories of features: Community Places and Green Infrastructure. In processing development proposals, the City shall review the project's Open Space Plan and apply the following standard of review:

Community Places:

- Total acreage of lands qualifying as Community Places shall equal one (1) acre of land per 1,000 residents; need standard for commercial projects (Chapter 23.722??); and
- A minimum of approximately one-half of Community Places lands shall be provided as either Neighborhood Greens or Urban Plazas/Town Greens; and
- Land constituting Community Places shall be improved generally consistent with standards provided herein, accepting that unique conditions within projects may dictate alternative design solutions.

Green Infrastructure:

- Green Infrastructure lands shall include a public access component and typically shall contribute to non-vehicular circulation within the proposed project; and
- No specific amount of land is required to meet the Green Infrastructure requirements; and
- Specific project features shall be designed generally consistent with standards herein, accepting that unique project circumstance may dictate alternative design solutions.

5.2 Applying Standard of Compliance to a Project

As described in detail throughout these guidelines, City Open Space is intended to be applied throughout a project's development footprint, providing a cohesive recreation and circulation system for the project's future homebuyers. As identified in Section 2, the City acknowledges the overall obligations of a development project as likely including Protected Areas and Mitigation Lands (as applicable), required Parks and Recreation lands, and the City's Open Space standard. The City Open Space is intended to be the connecting tissue for the community, offering both places to meet and recreate, as well as routes to move comfortably through the project on foot or bicycle. It is intended to capture the spaces in between parks, residential lots, and restricted mitigation lands, creating a cohesive development that will be highly valued by future residents. It is not intended to be an excessive burden, but neither is it intended to be a collection of remainder sites that are unsuitable for development. When putting together a project's Open Space Plan, the developer and project designer should approach the Open Space plan from a project-wide perspective. Following these guidelines ensures that project features will work together to achieve the desired trails, parks, and other space circulation within a given project. An example of these requirements successfully applied to a development project is shown in **Figure XX** below.

Insert Figure

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5.3 Open Space Planning at the Master Plan Level

Within the review of development projects, the City will require the submittal and consideration of a project-level Open Space Plan. The Open Space Plan is envisioned as a map, diagram, narrative, or combination thereof. Within the Master Plan/Specific Plan review process, the Open Space Plan shall identify, at a minimum, the following items:

- Identification of lands that are to be dedicated to comply with the City's Open Space Guidelines.
- General descriptions of the amenities to be provided within City Open Space.
- Conceptual improvements that will enhance Green Infrastructure within the project.
- Conceptual funding strategies for the improvement and maintenance of City Open Space.
- Identification of responsible parties for maintenance and operation of City Open Space.
- Typical development standards for City Open Space, such as open space corridor widths, improved trail widths.
- Conceptual plant material and site amenity design approach or theme concepts.
- Narrative description describing the relationship of City Open Space to Cordova Recreation and Park District facilities and how the proposed project and the accompanying Open Space Plan meets the intent of the Open Space Guidelines and the adopted standards of the City.

5.4 Open Space Design at the Project Level

The City recognizes that certain aspects and design of Open Space amenities will not occur until specific road alignments and lot patterns are established – typically occurring at the tentative map level. Whether processed concurrently with a master plan document (specific plan) or as a subsequent review/entitlement, the City will require submittal and approval of concepts for open space amenities within the review of project tentative maps. Within the tentative map review process, the Open Space Plan shall identify, at a minimum, the following items:

- Specific locations for all lands that contribute to compliance with the City Open Space Guidelines.
- Identification of amenities included in required Community Open Space.
- Specific funding mechanism(s) through which open space improvements will be constructed.
- Identification of responsible parties for maintenance and operation of City Open Space.
- Conceptual site plan(s) for City Open Space.
- Conceptual landscape plan(s) and preliminary plant list(s).
- Conceptual irrigation approaches, including identification of general type of irrigation to be provided, temporary and permanent irrigation systems, etc.
- Narrative description describing the relationship of City Open Space to Cordova Recreation and Park District facilities and how the proposed project and the accompanying Open Space Plan meets the intent of the Open Space Guidelines and the adopted standards of the City.

5.5 City Open Space Design Principles

The following guidelines and specific design elements define a distinct character for the City's Open Spaces. The intent of these guidelines is to provide direction when the City reviews development applications or seeks to construct City sponsored facilities. These guidelines should be reviewed in conjunction with Rancho Cordova's General Plan, Design Guidelines, Pedestrian and Bicycle Master Plans, and any specific plans and/or other governing documents associated with the project.

In addition to the more detailed guidance for Community Places and Green Infrastructure that follow, there are various Guiding Principles that apply across all types of open space.

- Maximize the visual and functional benefits of City Open Space by locating elements close to homes, centers, parks, and other developments.

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- Accommodate both the physically fit and individuals with less mobility (seniors, young families, etc.). Walking routes and placement of amenities must consider and provide for the needs of users with disabilities.
- Quick and easy access to City Open Space should occur within 0.2 -0.4 miles of most or all homes within a proposed project.
- Paving materials, landscapes and amenities should vary with settings, with higher levels of finish and amenities in urban settings and lower levels of amenities and more drought tolerant landscapes in naturalized areas.
- City Open Space should incorporate unified site amenities such as street furniture, lighting, signage and way-finding elements, drinking fountains, picnic tables, trash receptacles and bicycle racks.
- Use of native plants or plant species that are drought tolerant and provide habitat suitable for native species should be given priority and utilized where appropriate. Plant materials should be grouped according to light and water requirements. Plant material should include trees, turf, shrubs and/or groundcover as appropriate for the area and the design of the open space. Turf grasses shall generally be fine or red fescue, and perennial ryegrass or a drought tolerant variety.
- Landscaping should be designed to simplify maintenance. Turf areas should be designed with simple, straight or large-radius curved edges, allow easy equipment access, and use standard irrigation components.
- Automatic irrigation systems should be utilized and meet the City of Rancho Cordova's specifications. Irrigation backflow preventers, valve boxes, and utility boxes should be located in screened areas away from open turf.
- Retain existing significant trees and/or features wherever possible.
- Electrical and water service should be provided for efficient maintenance.
- City standard curb & gutter should be utilized and detached sidewalks should be utilized for larger open spaces. Vehicular access barriers should be utilized where necessary.
- Promote safety and security by providing adequate lighting and allowing visual and physical connection between the open space and adjacent land uses.

6. COMMUNITY PLACES DESIGN GUIDELINES

Community Places open space will be provided in a variety of types and scales, ranging in scale from the local Neighborhood Green up to Community-Wide Open Space. This diversity in size and programming of Community Places is intended to provide broad benefits and recreational opportunities to the entire community, regardless of age, family circumstances or personal interests. The following information provides design guidance by which development projects will be reviewed when providing this type of Community Place. Consistency with these guidelines must be achieved in order for the Community Place to be attributed to the project's minimum open space requirements. Should another type of Community Place be included in a project, an equivalent level of design standard is expected and will be determined on a project-by-project basis.

6.1 **Neighborhood Greens**

The most commonly-occurring type of Community Place is a Neighborhood Green. Neighborhood Greens are small-scale urban and suburban open spaces. They generally serve as places to meet, gather, socialize, commune with nature or otherwise participate in passive recreation activities. Neighborhood Greens provide a restful place to relax and unwind or to walk and talk. These areas offer seating opportunities and would often have a small children's play area.

Neighborhood Greens are typically small developed and landscaped areas generally within residential neighborhoods in new development areas. Neighborhood Greens may be comprised of various features and should vary determined on the project and community opportunities. Neighborhood Greens provide publicly accessible landscaped spaces in an urban or suburban setting, outside of traditional, programmed park lands. In some areas a Neighborhood Green may be located and designed to serve dual uses, such as a node or gateway plaza, where a space is designed to facilitate direct access for neighbors from one area or neighborhood to another but also allows space for people to linger and mingle. These areas provide close destinations for neighbors to meet and socialize. Neighborhood Greens may also serve as access points to a commercial area, greenway or trail network.

Design Guidelines

- Location of Open Space should be coordinated with CRPD Parks within the community master planning process to enhance local service areas to families within close proximity.
- Neighborhood Greens vary in size and typically range from one-half to 2 acres in size.
- Locations should consider users within a four-block radius so residents can walk to Neighborhood Greens without crossing a major street.
- Walkable locations away from parks are preferred to provide varied open spaces for under-served neighborhoods.
- Create a sense of entry for the Neighborhood Green through the use of trees, entry features, special paving materials and the mass of adjacent building elements near the open space. Varied surface materials are encouraged and hard-surfaced areas should be provided next to play lots or as widened portions of pathways.
- Distinguish areas by a special design feature, for example a tree variety, amenity, etc., to give area a special character.
- Provide interior trail loops to connect pedestrian & bike routes within the Neighborhood Greens that connect to the surrounding neighborhood.
- Multi-purpose tables and shade structures may be incorporated for larger Neighborhood Greens.

Maintenance Responsibility

Neighborhood Greens fall within Open Space Maintenance Zone 5. Maintenance requirements for Zone 5 are described in Section 8 of these Guidelines. The City of Rancho Cordova is responsible for maintaining

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Neighborhood Greens, including mowing, tree and shrub trimming, irrigation, maintenance of site furnishings, play equipment, lighting, fencing, and other maintenance requirements.

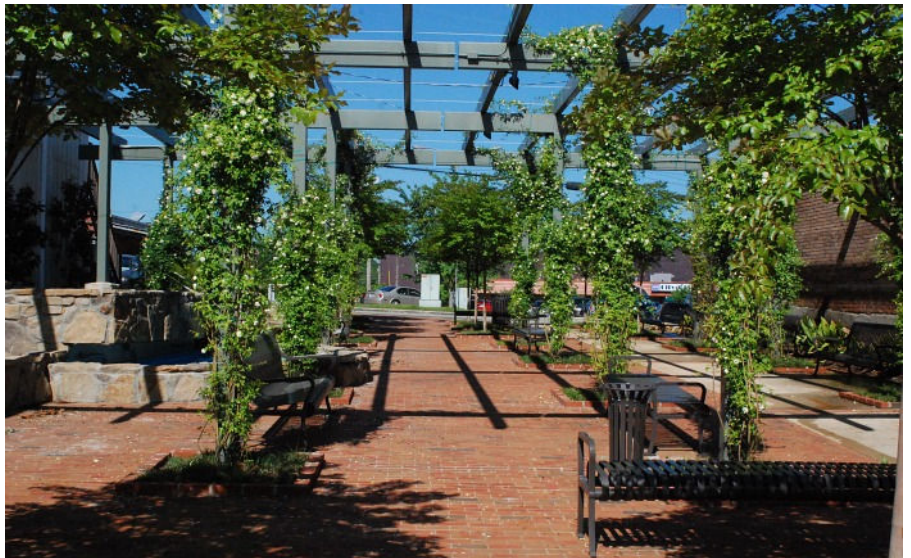
6.2 Urban Plazas / Town Greens

Urban Plazas/Town Greens are a type of Community Place that provides for congregation, socializing and community events/activities. It is anticipated that Village Centers and Town Centers will incorporate plazas and outdoor café seating upon private property within both retail oriented and office commercial uses. In cases where a development project provides an expanded public gathering space and either dedicates land to the City or enters into agreements allowing public use (City supported events), the City will consider appropriate credit against the developer's Community Places obligation.

It is anticipated that urban plazas that are designated as City Open Space will integrate seamlessly with surrounding development – it should not be obvious where private property meets public space. The specific amenities included within Urban Plazas/Town Greens will be determined on a site-by-site basis by the developer and the City. Typical amenities will likely include outdoor seating, trash receptacles and bicycle parking. Additionally, it is expected that urban plazas and town greens will include features of interest, such as fountains, art work, engaging landscaping or other unique structures/treatments. Urban Plazas typically incorporate mainly hardscape areas with some, formal landscaping in planter boxes or other structured areas. Comparatively, a Town Green would typically incorporate more green areas such as a lawns or other extensive landscaping with some limited hardscape, resulting in a softer feel.

Design Guidelines

- Design should encourage people to gather and socialize by:
 - Integrating plazas within surrounding urban uses to compliment and support surrounding commercial development.
 - Provide a setting for events sponsored by the City or community organizations.
 - Provide a level of quality in improvements that will be both inviting and will hold up over time.
 - Be predominantly hardscape, with features that will create an interesting setting.
- Provide convenient and pleasant street, pedestrian and bicycle connections through greenstreets, paseos and other innovative circulation facilities.
- Central location – Urban plazas should be mini town centers that compliment surrounding uses as both a draw for visitors and as a place to relax and socialize.



Maintenance Responsibility

Urban Plazas/Town Greens fall within Open Space Maintenance Zone 5. Maintenance requirements for Zone 5 are described in Section 8 of these Guidelines. Maintenance of Urban Plazas will be the responsibility of the Plaza owner, which is anticipated to be either the City or the owner of a commercial project in which the Plaza/Green is located. As urban activity centers, Urban Plazas/Town Greens will likely include both landscape plantings and hardscape improvements and will require both general maintenance and regular cleaning and upkeep to ensure an inviting setting.

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6.3 Community Gardens / Rose Gardens / Display Gardens

Community Gardens/Rose Gardens/Display Gardens may include a variety of activities, including gardening beds for residents, rose gardens and display gardens/arboretums. Community Gardens may be considered Community Places where the garden meets certain minimum levels of function and improvements. In order for a community garden to be considered as satisfying Community Places obligations, the garden must include physical improvements planters, irrigation systems, seating and perimeter landscaping. It is generally appropriate for Community Gardens to include a gathering place that supports group meetings to discuss gardening activities, programs and practices. The scale of Community Gardens will be determined within individual project reviews, with the intent that the combination of project Open Space features will serve a broad range of community activities.

Design Guidelines

- Provide a highly functional facility that supports individual gardeners on relatively small garden plots. Automatic irrigation systems, spaces to conduct garden maintenance and other key gardening needs should be addressed.
 - Uses within a Community Garden should be scaled to meet functional needs, with successful examples within the region to provide guidance on design and programming.
- Create an attractive and inviting facility through the inclusion of raised planters, seating areas, meeting and gathering sites, and well-designed gates/entries.
- Provide convenient and pleasant street, pedestrian and bicycle connections from adjacent areas. Locations for community-wide open space sites must be carefully considered to maximize community benefits and minimize impacts on adjacent land.
- Key factors in siting Community Gardens include:
 - Visibility – Community Gardens should be open and visible from within neighborhoods, but do not necessarily require a high level of community visibility.
 - Access – Typically, Community Gardens will have somewhat limited access from key locations and will be surrounded by low fences, with clearly delineated gates/entries.

Maintenance Responsibility

Community Gardens fall within Open Space Maintenance Zone 5. Maintenance requirements for Zone 5 are described in Section 8 of these Guidelines. Maintenance of Community Gardens must be considered in the approval of projects including this type of facility. Maintenance responsibilities will likely fall to the City or CRPD, and may rely upon the support of community volunteers depending on the nature of the facility.

6.4 Water Resources / Streams / Ponds / Lakes

Water resources such as streams, ponds, and lakes may incorporate valuable open space amenities, contributing to a project's overall open space strategy. However, only a portion of a Water Resource would contribute to a project's Community Place requirement. In looking to satisfy this requirement with a Water Resource amenity, a developer would need to incorporate a meaningful, useable space adjacent to the Water Resource such as a designated lakeside picnic area or designated viewing deck on a stream bank. Only the land area associated with a designated recreation area (including landscaped areas surrounding amenities) would contribute to a project's Community Place requirement. These areas would be furnished with appropriate seating and possibly tables, bike racks, or other amenities appropriate to the location. These areas would be incorporated into the project's overall pedestrian circulation system and would therefore, be easily accessible for pedestrians of all types and bicyclists.

Design Guidelines

- Provide a useable area near a Water Resource that provides gathering and viewing spots for residents.
- Such areas shall include seating, tables, and other amenities as appropriate to encourage users to gather near the Water Resource
- No such area shall be designed to detract from the viewshed created by the Water Resource.

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- Water Resources set aside for preservation or mitigation requirements should remain as natural as possible.
- Any designated Community Place associated with a Water Resource shall be designed with respect to the mitigation or preservation requirements of the respective agreements regulating the resource.

Maintenance Responsibility

The portion of Water Resources that qualify as a Community Place fall within Open Space Maintenance Zone 4 or Zone 5. Maintenance requirements for Zone 4 and Zone 5 are described in Section 8 of these Guidelines.

6.5 Designated Place within Pedestrian Paseos

A Designated Place within Pedestrian Paseos is a type of Community Place that provides for congregation, resting, picnicking, or other static activity within the Paseo system itself. A Designated Place would be located appropriately within the trails system, easily accessible to pedestrians and other users within the trail system, and identifiable as a specific place to meet up or picnic during an outing. It is a destination or enclave within a paseo. Designated Places would likely require additional land area beyond the width of the paseo itself and be furnished with picnic tables, benches, or other amenities to encourage planned or impromptu gatherings within the paseo segment. Paseos that do not include a Designated Place as described in this section still provide a valuable contribution to a project's Green Infrastructure requirement and are regulated in Section 7 of these guidelines.



Design Guidelines

- A Designated Place within a Pedestrian Paseo shall be of adequate size, beyond the paseo corridor itself, to create a unique, distinguishable stopping place.
- Provide seating, tables, and other amenities to allow the Designated Place to be recognized as a marker for consistent users of the paseo corridor.
- Incorporate unique landscaping or signage to further distinguish the Place.

Maintenance Responsibility

The City of Rancho Cordova is typically responsible for maintaining paseos (unless the paseo is located on private property) including any Designated Place within the paseo. Pedestrian paseos are located in Open Space Maintenance Zone 5; maintenance requirements for Zone 5 are described in Section 8 these Guidelines. Paseos will require landscape and irrigation maintenance including walkway, curb, gutter, sidewalk and lighting maintenance; maintenance of public art, entry focal points and other design features; and maintenance of furnishings such as benches, bicycle racks and other amenities.

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6.6 Private Recreation Facilities

Private Home Owners Association (HOA) owned and operated recreation facilities may also be considered Community Places and count toward the measurable standard for Community Places as part of a larger Open Space plan. While Private HOA Facilities may be considered for Open Space credit, it is not the intent of these Guidelines to satisfy the Community Places acreage allocation solely through privately owned facilities. Private HOA Facilities will be considered on a case-by-case basis as a part of the overall Open Space Plan for a given project.



Private HOA Facilities may include, but are not limited to, HOA clubhouses and other facilities that provide meeting rooms, gyms, pools, picnic facilities and recreation grounds. These facilities provide benefits to residents similar to other parks and recreation facilities and in some cases provide facilities such as kitchen and dining facilities for neighborhood functions. These facilities serve as activity centers for neighborhoods and create places for people to gather and socialize, becoming the social and recreational nucleus for a single neighborhood or for multiple adjoining neighborhoods.

Maintenance Responsibility

Private Recreation Facilities fall within Open Space Maintenance Zone 5. Maintenance requirements for Zone 5 are described in Section 8 of these Guidelines. These facilities will be owned and operated by the governing body of the development project in which the facility is located. This may be the project's master developer initially, but could transition to a Home Owner's Association or similar body.

6.7 Community-Wide Open Space Facilities / Outdoor Amphitheaters

Community-Wide Open Space provides sites for large facilities that typically serve residents of more than one development project. These amenities or facilities will enable interaction on a large scale and will serve as major gathering places for the residents of Rancho Cordova. Community-wide Open Space facilities will vary and will be considered on a case-by-case basis. In some cases, Community-Wide Open Space from multiple projects may be consolidated into a single project to provide a location for a large community facility.

The shape, size and location of land dedicated to Community-Wide Open Space will be decided during the review of a development application (typically at Specific Plan level) and the configuration and size of a Community-Wide site will vary based on the purpose and function of the facility. Uses that would fall into the category of Community-Wide Open Space would include large outdoor amphitheaters, private (non-CRPD) sports complexes or other significant community gathering places. Due to the scale of these facilities, not all development projects will include community-wide open space facilities; therefore, the City will consider in-lieu contributions or transfer of this obligation between projects to meet this obligation as determined appropriate by the City. A long-term maintenance strategy will be required that includes identifying adequate funding mechanisms, outlining developer improvement requirements and responsibilities and timing for basic improvements.

Design Guidelines

- Design should encourage people to gather and socialize and should include diverse landscaping to provide a comfortable and safe setting.

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- Provide convenient and pleasant street, pedestrian and bicycle connections from adjacent areas. Locations for community-wide open space sites must be carefully considered to maximize community benefits and minimize impacts on adjacent land.
- Key factors in siting Community-wide Facilities include:
 - Visibility - Generally sites should be prominent and highly visible within the community.
 - Access - When siting facilities that accommodate major events, easy access from major roadways is typically required.
 - Compatibility - When Communitywide facilities are anticipated to generate high noise levels or night glare, the site design and location should minimize or avoid negative impacts on sensitive land uses.

Maintenance Responsibility

Community-wide open space is located in Open Space Maintenance Zone 5. Maintenance requirements for Zone 5 are described in Section 8 of these Guidelines. The City of Rancho Cordova is responsible for maintaining community-wide open space, including facility maintenance, mowing, tree and shrub trimming, irrigation, maintenance of site furnishings and amenities, lighting, fencing, and other maintenance requirements.

7. GREEN INFRASTRUCTURE DESIGN GUIDELINES

Guidelines for Green Infrastructure open spaces define an open space system focused primarily on pedestrian and bicycle mobility with streets, open space corridors and enhanced drainage features that are attractive assets to the community. These Guidelines supplement the City of Rancho Cordova General Plan, Design Guidelines and Pedestrian and Bicycle Master Plans. These spaces serve as linking networks between regional facilities and neighborhood activity centers. Additionally, the Green Infrastructure open space guidelines define how conventional public facilities should be enhanced to provide recreational and aesthetic community benefits. Specific components of the Green Infrastructure circulation system include trails and greenways, trailheads and nodes, paseos, greenstreets, detention and retention basins, and utility corridors.

The character of Green Infrastructure and design of facilities will be influenced by the surrounding land uses and landscapes of the local context. For example, green infrastructure adjacent to habitat preserves and/or natural areas will have naturalized, drought tolerant plantings and require low-maintenance.

The City requires that Green Infrastructure components be included in all new projects and that these components meet functional and aesthetic design expectations, but does not require a specific amount of Green Infrastructure land per 1,000 residents.

7.1 Trails and Greenways

Trails and associated greenways provide a network of connections between open space areas and developed areas. The trail system should be designed to accommodate jogging, walking, biking, hiking and skating.

Trails can be classified into Primary, Secondary and Local/Neighborhood Trails.

- **Primary trails** have a regional significance and usually connect to destinations outside a given project. Primary trails are also identified within the City's Bicycle Master Plan. Primary trails are 16' in overall width (12' of asphalt pavement with a 2' shoulder on each side) and typically are located within a corridor of at least 50 feet in width, with larger widths up to 100 feet being encouraged. However, corridors of less than 50 feet in width may be acceptable based upon unique opportunities and constraints within a given development project.
- **Secondary trails** feed into the primary trails and provide connections between the significant corridors (trailheads, entry points, places of interest) and local trails. Secondary trails are 14' in overall width (10' of asphalt pavement with a 2' shoulder on each side) and typically are located within a corridor of at least 35 feet in width, with larger widths being encouraged.
- **Local or neighborhood trails** are usually feeder trails and/or neighborhood sidewalks and provide connections to the secondary and primary trails. Local/neighborhood trails vary in size, design and construction material and typically provide an 8' wide hard surface with 2' shoulders on each side. Trail width may be reduced to 6' in some circumstances, such as a detached sidewalk located adjacent to a road.



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7.1.1 Primary, Secondary and Local/Neighborhood Trails

Primary trails form the backbone of the City's pedestrian and bicycle trail system and typically extend beyond a project's boundaries. Secondary trails provide major connection corridors and routes to the City's primary trail system. When secondary trails extend into areas of urban development, the orientation of adjacent structures becomes an important consideration. Safety on these trails will be enhanced by facing building entries and windows toward the trail to increase visual access and create a localized sense of ownership over the trail corridor. Primary and secondary trail corridors should include a shared-use path and buffer area with landscaping appropriate to the setting and adjoining land uses.



Local or neighborhood trails provide the final trail connection into an individual neighborhood. Typically, neighborhood trails will be used most often by pedestrians, but should be designed to accommodate occasional bicyclists, especially very young bicyclists. Neighborhood trails may sometimes be relatively short, providing a connection from a street or activity center to either a primary or secondary trail. Neighborhoods and residential front and side yards should be oriented toward neighborhood trails wherever possible. Neighborhood trail corridors will vary in width and landscaping depending on the setting for the trail.

Trails should be located along wetland preserves and open space areas wherever possible. Wetland preserve edges offer great opportunities

for uninterrupted trail segments that allow pedestrians and bicyclists to commune with nature. Landscaping along these trails should be sensitive and appropriate to the surrounding area and should include drought-tolerant species. Landscape and irrigation may be utilized in the areas between the trail and the developed area however, the preserve-side of the trail should be somewhat naturalized. If irrigated areas are to be provided on the preserve-side of the trail then plant materials should be water-efficient and native to the area, planted into maintenance-efficient groupings, and drip irrigated with "abandon-able" irrigation systems so that once the plant material is established the irrigation may be abandoned. Care should be given to select plant types that are fire-retardant and non-invasive species.

Design Guidelines

- Trail corridor widths should vary based on the adjacent land uses and intended design speed of the trail corridor. Trail corridors with developed areas on both sides of the corridor should generally be wider than trail corridors next to habitat preserves or parklands. Trail corridors located adjacent to a park, open space or natural protected area may be reduced if determined appropriate by the City.
- Trail corridor security will be enhanced by facing building entries and windows toward the trail to increase visual access to the trail and to create a localized sense of ownership over the trail corridor.
- Primary and secondary trail corridors should include a shared-use path and buffer area with landscaping appropriate to the setting and adjacent uses.
- Primary trail corridors of 50' in width are considered the minimum and widths over 100' are encouraged. Corridor widths may be reduced below 50 feet on a case-by-case basis where specific opportunities and/or constraints support such reductions.
- Secondary Trail corridors of 35' in width are considered the minimum, wider widths are encouraged.
- Neighborhood trail widths will vary from 6' minimum concrete sidewalks located near roads to 8' wide asphalt pavement with 2' decomposed granite or gravel shoulders on each side.

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- Native and/or drought-tolerant plant species and drip irrigation are encouraged where trails are located along resource-protected lands. Where trails are located along developed lands, the landscaping may reflect similar character as adjacent land uses.
- Grade separated crossings are preferred where major roads intersect primary trails. Where at-grade crossings occur, careful design solutions are required to ensure safe and comfortable pedestrian crossings.
- Railings and edge protections may be utilized to serve as a barrier and to protect path users from hazardous situations.
- Primary trails should accommodate pedestrians, bicyclists and persons with disabilities, promoting usage by all facets of the community.
- Locate primary trails above high water flow elevation where possible, however they may be located in areas that flood including at grade separated crossings of roads. Bridges should be considered for crossings of low flow channels. Trail surface should be concrete where primary trails are subject to regular inundation (below 25 year flood elevation).
- Trail corridors should include signage elements like trailheads, directional, regulatory, courtesy and distance signs.
- Careful placement of trees should be considered in order to provide shade at regular intervals, and enable views of significant features.
- Plant materials must maintain clear sight distances at trailheads and staging areas, and planted areas should be designed to discourage negative activities and promote safety for trail users.

Maintenance

The City is responsible for maintenance of the Trails and Greenways. The network is located in both Open Space Zones 4 and 5, depending on the type and location of trail or greenway. Trails and greenways located adjacent to roads fall within Zone 5 and require a higher level of maintenance than trails and greenways not adjacent to roads that fall within Zone 4. Maintenance requirements for Zones 4 and 5 are described in Section 8 of these Guidelines.

7.1.2 Trailheads and Nodes

Trailheads are the point at which a trail begins. Trailheads are typically small open space areas located at the access point to a trail from an adjacent neighborhood. Trailheads often contain rest stops for trail users with benches, trash receptacles, signage, and other way-finding elements such as maps to assist trail users. Trailheads act as mini-destinations and provide access locations to the network of City Open Space.



Nodes are widened areas along trails and typically occur where primary and secondary trails intersect and where rest stops are planned for trail users. Nodes offer expanded areas along trails for rest, socializing, observing nature and other activities and create variety along the open space trail system. Because nodes function as points of natural interaction between people, design should consider amenities such as street furnishings and appropriate lighting.

The level of improvements at trailheads and nodes varies with the setting and typically they will be compatible with the character of the adjacent land uses.

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In some instances, larger areas may be set aside as open space along the trail network. Depending on size, amenities and function (i.e. serving as a gathering place along the trail), such areas may meet the design criteria for Pedestrian Paseos described in Section 5.5 above and be credited against obligations for Community Places Open Space.

Design Guidelines

- Trailheads should be located approximately every ½ mile, as appropriate due to site constraints, development opportunities and intended use of the trail and should be provided at all major entries to primary and secondary trails.
- Nodes should be located approximately every ¼ to ½ mile along trails, as appropriate due to site constraints, development opportunities and intended use of the trail and should be located at all major trail intersections and other areas as needed for rest stops.
- Subdivision layout should take into account the trail system and minor trail access points should be encouraged to be located at the ends of cul-de-sacs or along streets where appropriate and necessary to maximize convenient trail connections through a residential subdivision.
- Design to maximize the safety and security of trail users while being unobtrusive to adjoining properties. Trailheads and nodes should be sited to maximize viewing opportunities to natural areas and protected areas and should generally be viewable from adjacent properties to maximize security for users.
- Trailheads and nodes should be sized according to hierarchy of expected use and will vary in size according to site constraints, design opportunities, adjacent development, and individual location on the trail system. Major trailheads and nodes will be larger (3,000 to 10,000sf.) with more site amenities and landscaping and minor trailheads and nodes may be smaller (up to 3,000sf.) with limited site amenities (trail signage) and, in some cases, no formal landscaping.
- Site amenities such as benches and shade trees should be provided at all trailheads and nodes. Bicycle racks, drinking fountains, picnic tables and restroom facilities may be provided at major trailheads and nodes.
- Signage and way-finding elements should be used at all trailheads and nodes. Signature plantings and design elements may be used to distinguish trailheads and nodes.
- Well-marked road crossing zones for pedestrians and bicyclists to access trailheads and nodes should be provided at all intersections of trails and major streets.
- The design of trailheads and nodes should consider the needs of all trail users, including families with small children, seniors, bicycle commuters and persons with disabilities.



Maintenance

The City of Rancho Cordova is responsible for maintaining trailheads and nodes. Trailheads and nodes are located in Open Space Maintenance Zone 4 and 5; maintenance requirements for Zone 4 and 5 are described in Section 8 of these Guidelines. Generally, most trailheads and nodes will require landscape and irrigation, surfacing, lighting, and signage maintenance, in addition to maintenance of other design features and furnishings such as entry focal points, benches, bicycle racks, water fountains, and other amenities.

7.2 Pedestrian Paseos

Pedestrian paseos serve as non-vehicular connection corridors and are generally found within urban and suburban commercial and residential areas. Paseos serve as direct 'short-cut' connectors between parking facilities, commercial and multi-family street frontage, and residential street blocks to popular, heavily-utilized neighborhood destinations like parks, schools, shopping centers and transit stations. Paseos may be either publicly or privately owned and maintained, and are intended for general public use. Paseos will vary in scale

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and amenities based on location, intended use and pedestrian demand. Commercial area paseos are also regulated by Chapter 23.772 of the City's Zoning Code.



Paseos are intended to facilitate quick and easy pedestrian travel, thereby encouraging walking through neighborhoods and to adjacent uses for short daily local trips. In neighborhoods, paseos are intended to move people easily through mid-block connections; they are not intended to create spaces where neighbors will linger or congregate. Design of adjacent homesites should encourage the location of windows for viewing the paseos, thereby enhancing security and providing visual ownership of the paseo, while maintaining the security and privacy for the residents. In some cases, paseos may provide key links to the backbone City trail system, connecting the network of primary and secondary trails. In such cases paseos may provide critical connections to the trail system and therefore become wider and involve a higher level of improvements and amenities.

In commercial areas, paseos will be designed to encourage people to congregate by providing benches or architectural features. Storefronts are encouraged to front onto paseos and cafes or restaurants may provide outdoor seating within paseos thereby creating a lively experience for the users. In some cases, paseos may be sized and amenitized to serve as plazas or gathering locations, with enhanced paving and landscaping, shade structures, etc. and in this case become a Community Place rather than a simple pedestrian paseo. Design criteria for these types of Designated Place within Pedestrian Paseos are described in Section 6.5 above.



Paseos should be incorporated into new public or private developments where pedestrian connectivity to a neighborhood activity center would be greatly enhanced. For example, a public area that exists within the interior of a residential block should be connected to the surrounding street frontage by a paseo. Paseos are encouraged where pedestrians are required to walk far out of their way on public streets in order to reach nearby activity centers or public facilities.

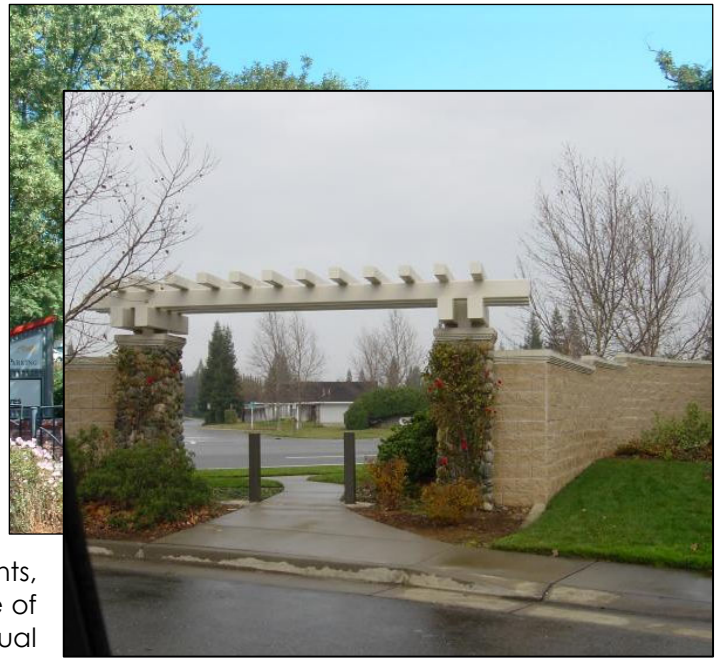
Paseo width should be enough to create an attractive, inviting space. Appropriate paseo widths will depend on a number of factors, including physical site constraints, level and type of pedestrian activity in the area, and the intended use of the paseo. The size, bulk, scale, and height of surrounding development will also be a factor in determining the width of pedestrian paseos.

Design Guidelines

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OPEN SPACE GUIDELINES

- Paseo widths will vary depending on the physical site constraints, development opportunities, adjacent uses, and level and type of pedestrian activity expected.
- In commercial areas, paseos should allow at least 20' between building faces.
- Paseos that link to a primary trail system are encouraged to be 40' minimum in width.
- Traffic calming techniques and signage should be utilized where paseos intersect major roadways.
- Paseos may be landscaped or remain in a naturalized state, depending upon the character of the adjacent land uses.
- Architectural guidelines within paseos include:
 - A safe and pleasant setting should be promoted with architectural elements, including the orientation and architecture of adjacent buildings, to maximize visual access from adjacent buildings into paseos.
 - Public art may be utilized in commercial and multi-family areas to provide visual interest for pedestrians.
 - Decorative lighting may be used in commercial area paseos that display adjacent building facades.
 - Landscaping elements and site furniture should be located to maximize visibility, safety and security of the paseo and the adjacent uses.



Maintenance

The City of Rancho Cordova is typically responsible for maintaining paseos (unless the paseo is located on private property). Pedestrian paseos are located in Open Space Maintenance Zone 5; maintenance requirements for Zone 5 are described in Section 8 of these Guidelines. Paseos will require landscape and irrigation maintenance including walkway, curb, gutter, sidewalk and lighting maintenance; maintenance of public art, entry focal points and other design features; and maintenance of furnishings such as benches, bicycle racks and other amenities.

7.3 Greenstreets

Greenstreets are a component of the City's functional open space network, providing attractive pedestrian-friendly streets and routes within urban and suburban neighborhoods. Greenstreets serve as a linkage between the trail system and adjacent neighborhoods. Greenstreets differ from paseos in that greenstreets provide enhanced, pedestrian-friendly public street connections to activity centers while paseos provide connections for pedestrians and bicycles only. Well-designed greenstreets will promote walking within neighborhoods along streets that would otherwise be intimidating due to traffic volumes and speeds.

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Greenstreets provide the final connection of the Trails Network through an urban setting into individual neighborhoods. As such, Greenstreets should be incorporated into the street grid of proposed projects to provide convenient access to most homes within a neighborhood and lead to key activity centers within a community.

Green Streets give importance to pedestrian amenities, landscaping, traffic calming and other unique features. They improve pedestrian circulation and provide access to public open space opportunities in medium to high-density areas that may lack such facilities. Effective greenstreets design will buffer pedestrians from fast-moving vehicles with street trees, lights, seating, street furnishings, and in some cases, a line of

parked cars. In order to provide this enhanced pedestrian environment, right-of-way beyond the minimum standard is typically required.

Design Guidelines

- Greenstreets are encouraged to provide direct links from neighborhoods to major transit facilities, light rail stations, pedestrian-oriented neighborhood commercial areas, and areas with mixed-use activity etc.
- Greenstreets may be utilized to provide greater park and open space access from adjacent neighborhoods.
- Greenstreets should be designed with a distinct character that will attract pedestrians to create an engaging environment.
- Long, uninterrupted fences and walls should be minimized or avoided on greenstreets.
- Gateways or nodes should be located along greenstreets that place emphasis on creating connection between neighborhoods and adjoining uses.
- Maximize opportunities for trees and landscaping that promote a high quality image.
- Provide an 8' wide minimum landscaping strip between street curb and sidewalk, with shade trees and groundcover plantings.
- On-street parking is encouraged to buffer pedestrians from vehicle traffic.
- Driveways crossing greenstreet sidewalks should be minimized or avoided to reduce pedestrian/vehicle conflicts.
- Building fronts and architectural features should be oriented toward greenstreets. Porches, balconies, plazas and courtyards are encouraged.



Maintenance

The City of Rancho Cordova is responsible for maintaining greenstreets. Greenstreets are located in Open Space Maintenance Zone 5; maintenance requirements for Zone 5 are described in Section 8 these Guidelines. Greenstreets will require landscape and irrigation maintenance; walkway, curb, gutter, sidewalk and lighting maintenance; maintenance of other design features; and maintenance of furnishings such as benches, bicycle racks and other amenities.

CITY OF RANCHO CORDOVA OPEN SPACE GUIDELINES

7.4 Detention Basins and Drainage Systems

Detention basins and drainage systems provide opportunities for passive recreation while protecting and/or enhancing water resources, water quality, aesthetics and wildlife habitat. While detention basins and drainage systems can provide a variety of recreational and aesthetic benefits, the location and primary purpose of the infrastructure must be carefully designed so that the drainage systems perform the function that they are designed to perform; as such, aesthetic and open space amenities are subordinate benefits.

This type of functional open space may be located along roadsides and/or within drainage corridors, detention and retention basins, and regional utility corridors. The goal of the design of drainage facilities is to avoid the typical 'engineered' look and feel of these spaces and rather promote the space as a somewhat naturalized area that will promote pedestrian activity, recreational opportunities and/or wildlife habitat, while retaining all the functional aspects of the facility.



Drainage facilities should be graded to be more natural in appearance and enhanced with landscapes that are generally drought tolerant and require minimal maintenance. In designing drainage facilities, it is necessary to balance the primary function of the facility with the secondary benefits sought through these Guidelines. For instance, the primary function of drainage channels is storm water conveyance. Beyond this basic function, drainage channels would be designed and maintained to be visually attractive, may provide opportunities for trails, and be landscaped with naturalized plant materials to enhance wildlife habitat qualities.

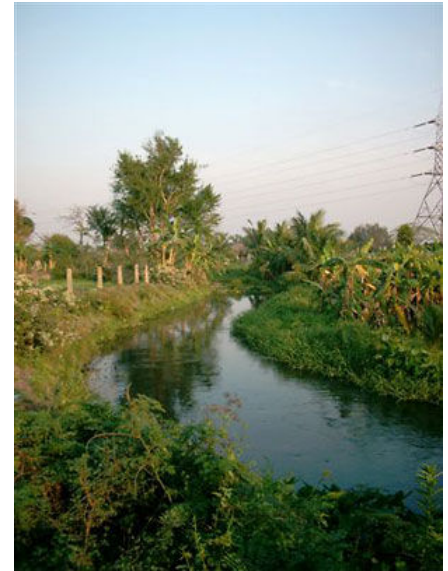
Given the critical need for proper drainage functions, and further given the space requirements for drainage facilities as described herein, it will be necessary for the City to review technical data on storm flows and volumes prior to approval of development entitlements. Project applicants will provide City staff with functional data on the drainage system flows and storage volumes, channel and basin dimensions (including general configuration and elevation) and preliminary design of drainage channels, basins and structures prior to finalizing the review of development applications for Specific Plans and Tentative Maps. Such drainage system information should be of sufficient detail so as to allow the City to determine whether the design features described within this section are feasible.

Design Guidelines

- Overall shape of drainage basins should be organic with a "natural" character where possible and straight "engineered-looking" edges should be avoided. Sloped areas of drainage basin shall be designed to prevent erosion and appear natural.
- Terracing, berming and contouring is encouraged to naturalize and enhance the aesthetics of drainage basins. Provide level terraces within levees/banks. Bottom of basins may be contoured with low flow wet areas and mounds.
- Viewing nooks and/or viewing decks and platforms along the edges of drainage basins is encouraged. Ensure that viewing areas are designed in accordance with environmental regulations, ADA Guidelines, and public safety requirements.
- Design drainage facilities to minimize the need for security/safety fencing. Utilize visually permeable fencing of minimal height to address safety issues and to minimize visual impacts where fencing is required.

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- Side slopes should vary in steepness and meander at the top of the slope to prevent the look of a rectangular box. Generally, slopes ranging from 3:1 to 8:1 are encouraged. In limited cases, 2:1 or engineered vertical drops may be considered acceptable.
- Drainage facilities should be landscaped with trees, shrubs, and grasses and should incorporate native or naturalized plantings in and adjacent to basins to provide wildlife habitat.
- Drainage facilities adjacent to a collector or arterial street should be more highly enhanced with landscaping, trails, or walkways to ensure an aesthetically pleasing edge condition.
- Drainage channels should be of adequate width to allow channel sinuosity and straight flow lines within channels should be avoided. Areas of expanded channel bottoms within drainage corridors should be incorporated.
- Overall channel width should vary and the top of channel should meander.
- Drainage channels shall be designed to provide adequate channel volume to allow mature vegetation and to minimize the need for channel maintenance and vegetation clearing.



Maintenance

Drainage facilities and utility corridors encompass all 5 Open Space Maintenance Zones, which are described in Section 8 of these Guidelines, along with general maintenance requirements for each Zone. Because of the wide range of settings, maintenance requirements vary significantly.

Drainage facilities located in Zone 2 (Channel Bottom and Basin Bottom) are maintained by the City's designated flood control agency. These areas include the bottoms of drainage retention/detention ponds and basins, and drainage corridors. Primary maintenance of this type of facility includes maintenance of drainage features to ensure they are clear and other maintenance as required to ensure proper drainage and flood control in these areas.

Drainage facilities located in Zone 3 (Slopes of Channels, Basins and Preserves) are maintained by both the City's flood control agency and by the City. The flood control agency's maintenance obligations in this Zone include erosion control and maintenance for slope stability, fire abatement, rodent control, removal of large

trash if illegally dumped in these areas, and other maintenance summarized earlier in these Guidelines for Zone 3. The City is responsible for irrigation, tree and landscape trimming, and trash removal in these areas.

Drainage facilities in Zone 4 (trail corridor not immediately adjacent to roads) and Zone 5 (trail corridor adjacent to roads) require a higher level of maintenance. The City is responsible for maintenance in these areas, such as landscape maintenance and maintenance of lighting, furnishings, paving, and other maintenance described earlier in these Guidelines for Zones 4 and 5.

6.6 Utility Corridors

Utility corridors set aside for existing or future utilities provide opportunities for Green Infrastructure trails and greenways but also for Community Places. Where such corridors exist in proposed development, the City generally requires the corridor be improved with trails and a minimal level of naturalized landscaping.

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Where the corridor is of significant size and/or is located in a significant place in a project, and if the corridor is highly improved with amenities, then the corridor may be considered for partial credit as a Community Place and should follow direction as listed in Section 6 of these Guidelines.

Design Guidelines

- Maintenance roads should be designed as safe and attractive pedestrian and bicycle trails.
- Low-growing trees and plants should be utilized that will not interfere with the utility lines, but at the same time provide shade and an aesthetic and psychological buffer from the utility structures.
- Design should plan for future excavation near existing facilities to minimize impacts on open space improvements due to future infrastructure construction.
- Access points should be located at regular intervals along the corridor to provide convenient access to the trail system.



8. CITY OPEN SPACE MAINTENANCE ZONES

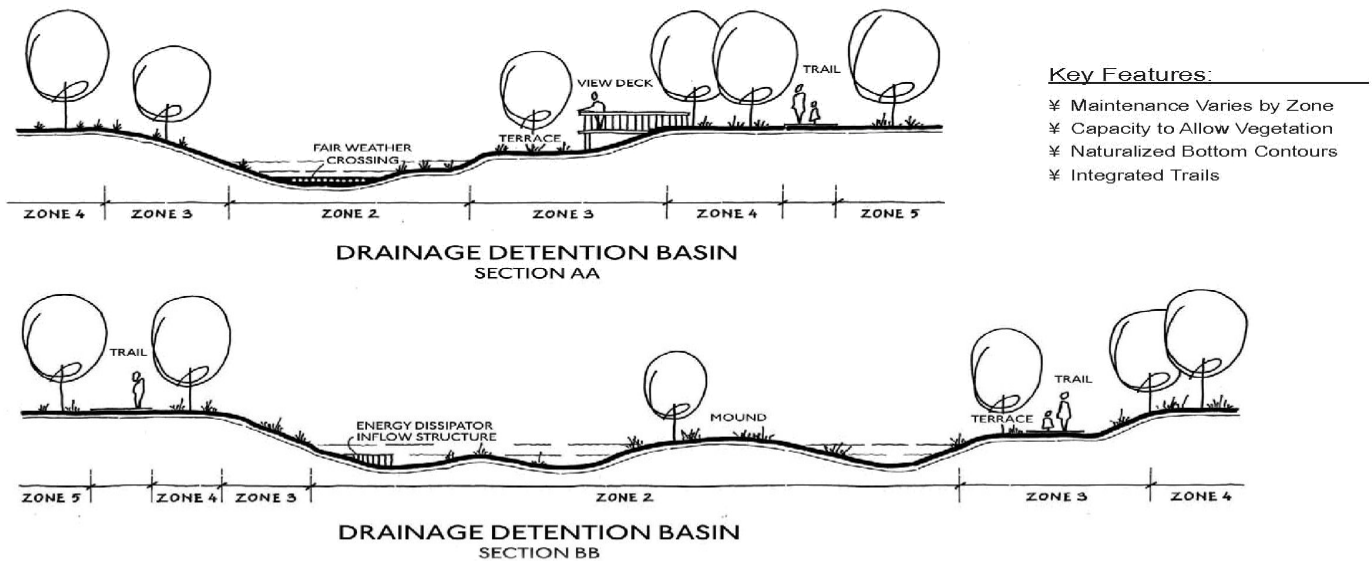
Maintenance of City open space is critical to sustaining the quality of open space amenities described in these Guidelines. The maintenance guidelines that follow specify general maintenance expectations for each category of City Open Space and identify which entities are typically responsible for each maintenance activity. While the City is identified as the agency responsible for maintaining much of the open space system, it is likely that the City will engage other agencies and/or private firms for the maintenance of open space lands and facilities. Funding for such maintenance shall be secured through maintenance assessment districts that will be established by the City.

These Guidelines recognize five primary landscape types or "zones" that guide both design and maintenance expectations.

Zone 1 – Wetland Preserve

Zone 1 areas are wetlands and natural landscapes that mitigate the impacts of development projects and improvements. Design of these lands and maintenance programs will be developed to meet regulatory requirements and are not described in this document. In general, these lands will be natural in character, predominantly wetlands and grass lands, and will not allow public access. These lands must be protected from urban runoff, such as urban summer irrigation. Drainage facilities and sensitive design approaches may be needed to help protect these areas from urban runoff. Maintenance for such lands will typically be determined through agreements between private land owners and the state or federal regulatory agencies that require the preserves. Given the unique quality of any given wetland preserve, a typical cross section including Zone 1 is not provided.

Open Space Maintenance Zones



Zone 2 – Channel Bottom and Basin Bottom

Zone 2 is comprised of the low flow channels and bottom areas of detention basins that will be naturalized and will require relatively limited maintenance. It is anticipated that Zone 2 land will attract local wildlife and therefore provide nature viewing opportunities.

Maintenance that is performed in this zone will be focused on ensuring functionality of flood control and drainage. Inspection and maintenance of drainage features, such as inflow and outflow structures, is

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necessary to ensure these are functioning properly. Specific flood control maintenance practices will be determined by the City's designated flood control maintenance agency.

Trees may be planted or naturalized and allowed to grow in Zone 2, as long as drainage facility function is maintained. Design of channels and basins should be adequately sized to allow some tree and vegetation growth without compromising flood control functions. The City's designated flood control maintenance agency is responsible for maintenance in these areas.

Zone 3 – Slopes of Channels, Basins and Preserves

Zone 3 is a transition area, located adjacent to wetland preserves and forming the slopes of drainage facilities. Vegetation will be naturalized and tree plantings will become more frequent. Irrigation within Zone 3 will likely be limited to seasonally-utilized drip systems to avoid impacts to wetlands and to minimize water consumption and run-off. Maintenance in Zone 3 will be somewhat more frequent and intensive than Zones 1 or 2, as needed for fire abatement. In the event of a down tree, it will be left in place unless it is threatening the stability of the slope or poses another hazard. A low height fence (3' tall) is typically placed in this zone to provide access control and to aid in catching trash and debris. More improved than Zones 1 and 2, Zone 3 remains a naturalized setting with relatively modest maintenance operations.

This zone is maintained by both the City's designated flood control maintenance agency and the City of Rancho Cordova. The flood control maintenance responsibilities in this zone include erosion control, removal of downed trees as needed for slope stability, and fire abatement. The flood control agency also is responsible for maintenance of access restriction fences in this zone (not including any sound walls or block walls), and for removing any large trash items illegally dumped in these areas (such as household appliances and cars). Depending on site design, the City may have additional landscape maintenance responsibilities in this zone.

Zone 4 – Trail Corridor

Zone 4 includes areas immediately adjacent to trails. As public activity is heavy along trails, Zone 4 will include substantial tree plantings and plantings of shrubs and groundcovers. Plant material should be drought tolerant, with a preference for locally occurring native plant species. This zone may include limited turf, if needed for the intended use of the area. With the increased volume of plant material, maintenance (particularly tree care) will increase. Additionally, irrigation systems will require on-going inspection and maintenance. Viewing decks may be present within this zone. The City of Rancho Cordova is responsible for maintenance of these areas, including maintenance of viewing decks.

Zone 5 – Trail Corridor Adjacent to Roads and Community Places

Zone 5 includes land between a trail and a road that is highly visible to the community, as well as all City Open Space types that fall into the categories of Community Places. Maintenance of Zone 5 landscapes is comparable to typical landscape frontages within urban and suburban settings. In some areas turf will be provided, as will lighting, furnishings, play equipment, paving, and other amenities requiring regular maintenance. The City of Rancho Cordova is responsible for maintenance of these areas.

City Open Space Guidelines

City of Rancho Cordova
City Council Work Session
July 23, 2013



Why is Open Space Critical?

- Rancho Cordova is a place for people and families
- Value of parks and open space for quality of life
- Building a city for 100,000 people east of Sunrise – need to get it right
- Must be competitive with quality and amenities of neighboring cities

Open Space in Rancho Cordova

- Walking and bicycle trails are among the most sought after amenities



- Development is getting more dense – need relief from urban intensity

Open Space in Rancho Cordova



- Natural features (hills, streams, etc.) are limited in Rancho Cordova

- Open space is consistently one of the highest priorities of community members





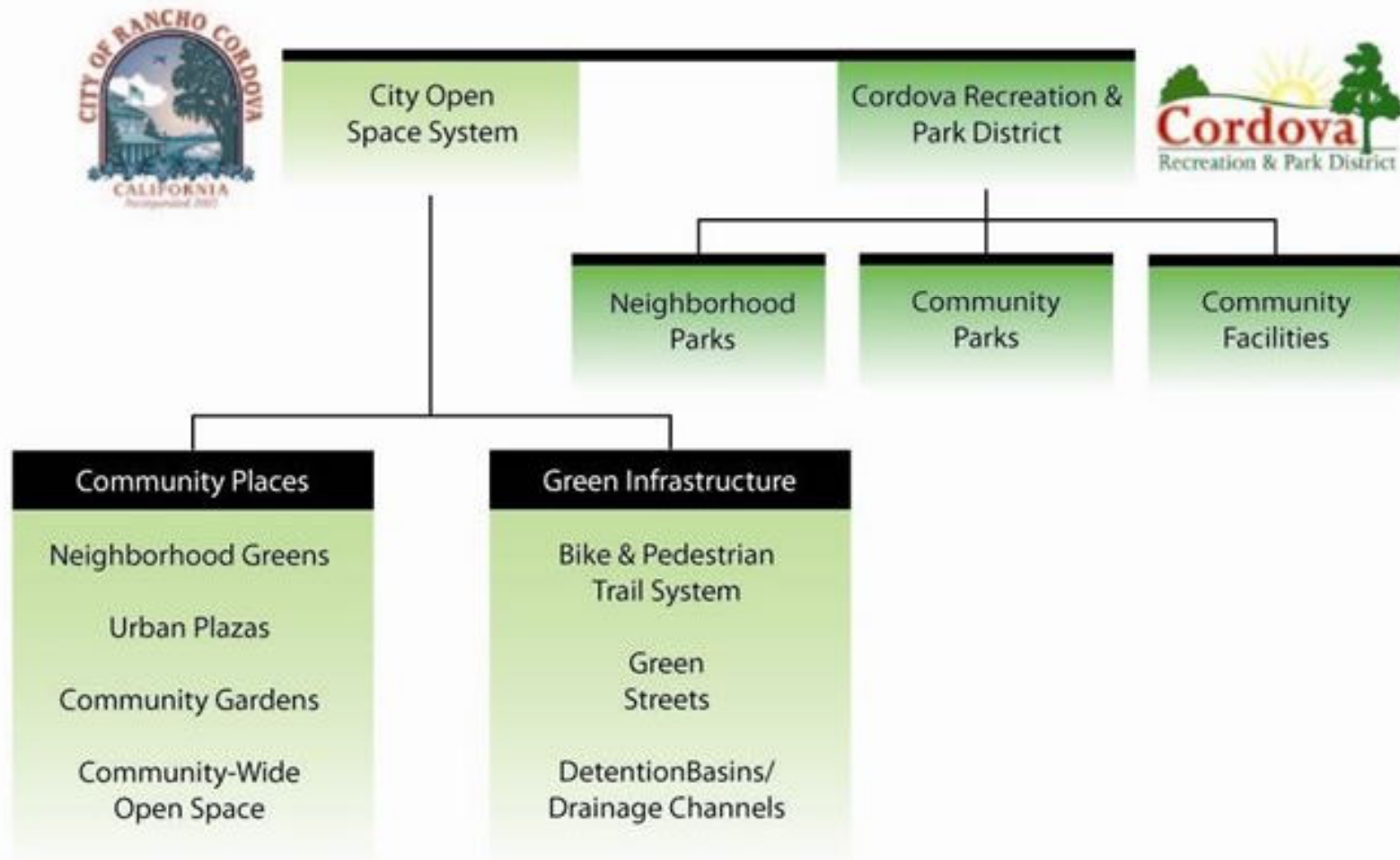




Open Space Defined

- Farmland and grazing lands
- Nature preserves – vernal pools
- Active parks – CRPD facilities
- City Open Space – places for people to meet and corridors for people to move

City OS and CRPD Parks



Types of City Open Space

- Community Places
 - A place to gather, to meet friends, to find a bit of peace – a destination
- Green Infrastructure
 - Primarily a means of mobility – for pedestrians and bicyclists
 - Enhanced infrastructure (primarily drainage) that creates a more attractive and enjoyable community

Community Places



- Neighborhood Greens – gathering places ranging from $\frac{1}{2}$ to 2 acres

- Urban Plazas – Public space typically sited within commercial development



Community Places

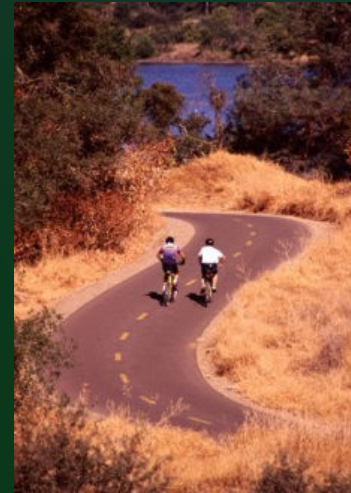
- Community-Wide Open Space
 - Large facilities that serve the community



- Community Gardens, Rose Gardens, Interpretive Gardens

Green Infrastructure

- Major trail corridors – Largest scale, shown on City Bicycle Master Plan



- Secondary/Local Trails – Smaller scale, often mapped in individual projects

Green Infrastructure

- Trailheads and Nodes – Places to enter trail system or to take a break



- Greenstreets – local streets that welcome pedestrians (and bicycles on street)

Green Infrastructure



- Enhanced Drainage Improvements
 - First priority – ensure residents are protected from flooding

Green Infrastructure

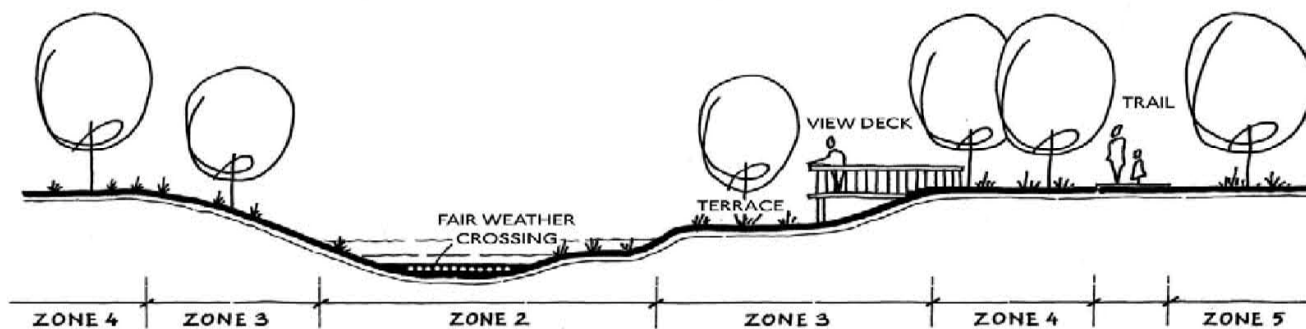
- Enhance design of channels and basins
 - Softer and rounder edges
 - Varied side slopes
 - Sized to allow a bit of vegetation
 - Room provided for trails



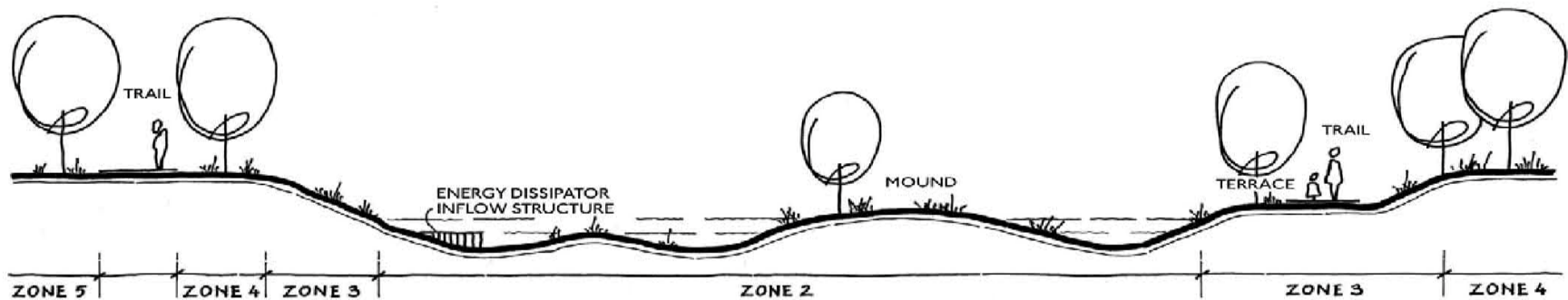
Maintenance Guidelines

- In many ways, Design Dictates Maintenance
- OS Guidelines team considered maintenance obligations and costs to be an important factor
- Defined maintenance expectations on a Zone basis
- Defining and explaining maintenance helps keep costs down and sets reasonable community expectations

Maintenance Zones



DRAINAGE CHANNEL ZONES



DRAINAGE DETENTION BASIN ZONES

Applying to Projects

- Open Space Guidelines could be applied to approved projects and would be applied to future projects

GP Standard and OS Guidelines

- City's General Plan includes a standard for the provision of City Open Space within new development projects
 - 1.75 acres of Mandatory Open Space per 1,00 residents
- Within the City/BIA discussions Council endorsed reducing the standard to 1.0 acres of City Open Space per 1,000 residents

GP Standard and OS Guidelines

- City staff is preparing to bring to Council a GP amendment to modify the City Open Space standard
- Open Space Guidelines are intended to ensure the final form of development under the new Open Space standard will still meet City expectations

Previously Approved Projects

- Two previously approved projects (Montelena and Douglas 98) have requested a reduction of on-site open space – Council has provided direction
- Likely that additional projects will seek similar adjustments if City Open Space Standard is reduced

Previously Approved Projects

- Key criteria in considering project amendments to reduce open space:
 - Revised project would be functionally comparable to previous project
 - Revised project effectively meets the recreational and mobility needs of residents
 - Project revisions would not result in underserved neighborhoods
 - Project would provide a high quality environment that would compare favorably with neighborhoods in nearby jurisdictions

Projects Under Review

- The City has active reviews underway for major development projects
 - Major projects have been developed with Open Space concepts in mind
 - Substantial deviations from most currently proposed projects are not anticipated
 - Fine grained details of open space system may not be mapped until later project stages (Tentative Maps or Improvement Plans)

Next Steps...

- Receive Council Input – Revise Guidelines Accordingly
- Package Draft Open Space Guidelines and GP Amendment of Open Space Standard
- Return to Council for Formal Review and Action in September

Council Discussion

- Questions regarding the Draft Open Space Standards
- Council Comments and Direction

