

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Tuesday, September 03, 2019

5:30 PM – Regular Meeting

AGENDA

Robert J. McGarvey, Mayor

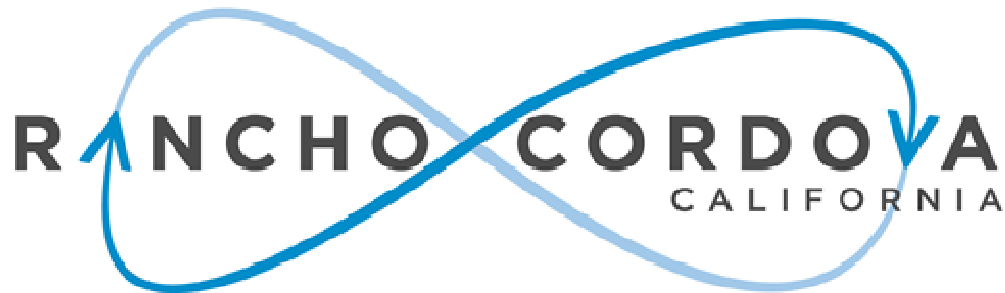
David Sander, Vice Mayor

Garrett Gatewood, Council Member

Donald Terry, Council Member

Linda Budge, Council Member

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, September 03, 2019

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk will announce the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the Pledge.

4. INVOCATION

Dan DeShong from River City Christian will give the invocation.

5. PRESENTATIONS

5.1 Proclamation Designating September 2019 as Prostate Cancer Awareness Month.

6. PUBLIC COMMENT

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

Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Meeting Minutes from the Regular City Council Meeting of August 19, 2019.
Recommendation: Adopt the Minutes.
- 9.2 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 45-2016-2 with Bender Rosenthal, Inc. to Increase the Contract Amount to a Not to Exceed Amount of \$200,000 and Extend the Contract Term from June 30, 2020 to December 31, 2020 for On-Call Right of Way Appraisal and Acquisition Services.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 45-2016-02 with Bender Rosenthal, Inc. (BRI) for On-Call Right of Way Appraisal and Acquisition Services to extend the contract term to December 31, 2020, which results in an increase to the contract amount from \$100,000 to a not to exceed amount of \$200,000.
Staff Report: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer.
Advances Goals: 1, 2 and 5.
- 9.3 **Subject:** A Resolution Approving the Final Map of Grantline 208 Village 3, Subdivision No. FM-2018-001-04 and Execution of the Subdivision Improvement Agreement Contract No. 147-2019.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 147-2019 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the Final Subdivision Map creating 108 new residentially zoned lots located south of Douglas Road and west of Grant Line Road.
Staff Report: Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.
Advances Goals: 1 and 2.
- 9.4 **Subject:** A Resolution Approving the Final Map of Grantline 208 Village 4, Subdivision No. FM-2018-001-05 and Execution of the Subdivision Improvement Agreement Contract No. 148-2019.
Recommendation: Adopt the Resolution.
Results of Recommended Action: Adoption of the Resolution will result in the City

entering into Subdivision Improvement Agreement Contract No. 148-2019 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the Final Subdivision Map for Grantline 208 Village 4, creating 124 new residentially zoned lots located south of Douglas Road and west of Grant Line Road.

Staff Report: Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor

Advances Goals: 1 and 2.

- 9.5 **Subject:** A Resolution Approving the Final Map of Grantline 208 Village 6 Subdivision No. FM-2018-001-06 and Execution of the Subdivision Improvement Agreement Contract No. 149-2019.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 149-2019 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the Final Subdivision Map for Grantline 208 Village 6, creating 61 new residentially zoned lots located south of Douglas Road and west of Grant Line Road.

Staff Report: Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.

Advances Goals: 1 and 2.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of the Annual Stormwater Utility Fee for the Stonecreek Industrial Center Project.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Stone Creek Industrial Center project. The action also sets 1:30 p.m. on September 18, 2019 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.

Advances Goals: 5.

- 10.2 **Subject:** D.R. Horton for Anthology at Anatolia Subdivision Major Design Review Project No. DD9879.

Recommendation: Determine the project Exempt per Section 15182, of the CEQA Guidelines; and adopt the Resolution for D.R. Horton, Anthology at Anatolia Major Design Review.

Result of Recommended Action: Adoption of the Resolution would approve the Major Design Review to include four new house plans within Anthology at Anatolia subdivision. Approval would allow the applicant to pursue necessary building permits for new construction.

Staff Report: June Cowles, Senior Planner.

Advances Goals: 1, 2 and 6.

11. PUBLIC HEARING ITEMS

NONE.

12. REGULAR CALENDAR ITEMS

- 12.1 **Subject:** Discussion and Direction on Potential Title 23 (Zoning Code) Amendments.
Recommendation: Receive a report and provide direction to staff on various Title 23 (Zoning Code) Amendments related to internal chain link fencing and storage yard separation requirements from residential uses.
Result of Recommended Action: No action will be taken by the City Council. Staff will provide an overview of the various potential amendments to Title 23 related to internal chain link fencing and storage yard separation requirements from residential uses and request direction from the City Council to prepare the amendments for a future public hearing and action.
Staff Report: Darcy Goulart, Planning Manager.
Advances Goals: 1, 2 and 6.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

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

CITYWIDE GOALS - (Adopted March 27, 2012)	
1.	Promote the Positive Image of Rancho Cordova
2.	Ensure a Safe, Inviting and Livable Community
3.	Empower Responsible Citizenship
4.	Establish Logical City Boundaries that Provide Regional Leadership and Address Financial Challenges
5.	Ensure the Availability of the Best Public Services in the Region while Practicing Sound Fiscal Management
6.	Drive Diverse Economic Opportunities

UPCOMING MEETINGS	
Monday, September 16	5:30 PM Regular Meeting
Tuesday, September 24	5:30 PM Special Meeting/Work Session
Monday, October 7	4:00 PM Special Meeting/Regular Meeting
Tuesday, October 8	CANCELLED SPECIAL MEETING
Tuesday, October 15	5:30 PM Special Meeting/Closed Session
Monday, October 21	5:30 PM Regular Meeting
Tuesday, October 22	CANCELLED SPECIAL MEETING
Tuesday, October 29	5:30 PM Special Meeting/Work Session
Monday, November 4	4:00 PM Special Meeting/Regular Meeting
Tuesday, November 12	5:30 PM Special Meeting/Work Session
Monday, November 18	5:30 PM Regular Meeting
Tuesday, November 26	5:30 PM Special Meeting/Work Session
Monday, December 2	4:00 PM Special Meeting/Regular Meeting
Tuesday, December 10	5:30 PM Special Meeting/Work Session
Monday, December 16	5:30 PM Regular Meeting

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

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Division	(916) 851-8757
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

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, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Tuesday, September 03, 2019 Regular Meeting of the Rancho Cordova City Council was posted and available for review on Thursday, August 29, 2019 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.cityofranhocordova.org.

Signed Thursday, August 29, 2019 at Rancho Cordova, California.



Stacy Leitner, City Clerk



CITY COUNCIL MEETING

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

Monday, August 19, 2019

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor McGarvey called the Regular meeting to order in the David B. Roberts Council Chambers at 5:41 p.m.

Council Members Present: Terry, Budge, Gatewood (arrived at 6:25 p.m.), and McGarvey.

Council Members Absent: Sander.

Staff Members Present: Abhar, Carr, Ducharme, Fickle, Kniestedt, Leitner, Lindgren, Medina, Norton, Pittman, Riley, Runner, Sparkman, Stricker.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recording and playback schedule.

3. PLEDGE OF ALLEGIANCE

Tony Peterson led the pledge.

4. INVOCATION

Reverend Michael Dack, Retired United Church of Christ Pastor, gave the invocation.

5. PRESENTATIONS

- 5.1 Presentation of Proclamation to U.S. Army Veteran Billy Kok by Assemblyman Ken Cooley, honoring an act of heroism.

- 5.2 Presentation of Proclamation Recognizing Bob Burns for his service to Veterans and their families.
- 5.3 Introduction of Dr. Fozia Ferozali, President, Sacramento Campus of Chamberlain College of Nursing.
- 5.4 Presentation of Proclamation to Tony Peterson, Principal of Riverview Stem on his Retirement.
- 5.5 Presentation of Proclamation to Building a Literacy Movement in Sacramento County.
- 5.6 Introduction of New Employees: Persephonie Riley, Assistant City Clerk.

6. PUBLIC COMMENT

Mayor McGarvey opened the public comment period. The following individuals addressed the Council:

- Diann Rogers
- Cort Stratfull

Mayor McGarvey closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.1 through 9.6 by Budge second by Terry; Motion passed with a 4:0 roll call vote. (Sander Absent)

- 9.1 **Subject:** Meeting Minutes from the Special and Regular City Council Meeting of August 5, 2019.
Recommendation: Adopt Minutes.
- 9.2 **Subject:** An Ordinance Adding Chapter 9.84, "Personal Property Storage on Public Property" to Title 9 of the Rancho Cordova Municipal Code (Public Peace, Morals, and Safety).
Recommendation: Waive the second reading and adopt the Ordinance.
Result of Recommended Action: Adoption of the Ordinance would amend Title 9 (Public Peace, Morals, and Safety), adding Chapter 9.84 titled "Personal Property Storage on Public Property".
Staff Report: Russell Ducharme, Neighborhood Services Manager.
Advances Goals: 1, 2 and 5.

- 9.3 **Subject:** A Resolution Designating Voting Delegate and Alternates for the 2019 League of California Cities Annual Conference to be held October 16-18, 2019, in Long Beach, California.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will designate Vice Mayor David Sander as Voting Delegate and Council Member Garrett Gatewood and Council Member Donald Terry as Voting Alternates for the 2019 League of California Cities Annual Conference Business Meeting.
Staff Report: Stacy Leitner, City Clerk.
Advances Goals: 1.
- 9.4 **Subject:** A Resolution Declaring City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Stonecreek Industrial Center Project.
Recommendation: Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Stonecreek Industrial Center Project.
Result of Recommended Action: Adoption of the Resolution will declare the Council's intention to impose the annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system for the Stonecreek Industrial Center project and sets a public hearing for September 3, 2019 on the matter.
Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.
Advances Goals: 5.
- 9.5 **Subject:** Approval of the Annexation Boundary Map for the Stonecreek Industrial Center Project and Annexation to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution approves Annexation Boundary Map. No. 28 for the Stonecreek Industrial Center project and Annexation of the Property to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance, hereinafter "CFD No. 2008-1"). There is no financial impact to existing residents.
Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.
Advances Goals: 5.
- 9.6 **Subject:** Treasurer's Report - June 30, 2019.
Recommendation: This report is informational only. It is recommended that the City Council receive and file the June 30, 2019 Treasurer's Report.
Result of Recommended Action: The Treasurer's Report is required to be submitted to the City Council at least quarterly in accordance with California Government Code Section 53600 et. seq. The purpose of the treasurer's report is to update the City Council and the public on the status of the City's cash balances and investments, and highlight material changes from one period to another. The scope of this report covers the second quarter of this calendar year, ending June 30, 2019, and is in compliance with the State's reporting requirements.
Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.
Advances Goals: 4.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

10.1 **Subject:** D.R. Horton for Anthology at Anatolia Subdivision Major Design Review Project No. DD9879.

Recommendation: That Council: a) Determine the project Exempt under Section 15182, of the CEQA Guidelines; and b) Adopt the Resolution for D.R. Horton, Anthology at Anatolia Major Design Review.

Result of Recommended Action: Adoption of the Resolution would approve the Major Design Review to include 4 new house plans within Anthology at Anatolia subdivision. Approval would allow the applicant to pursue necessary building permits for new construction.

Staff Report: June Cowles, Senior Planner.

Advances Goals: 1, 2 and 6.

ACTION: Item 10.1, regarding D.R. Horton for Anthology at Anatolia Subdivision Major Design Review Project No. DD9879, was continued to the September 3, 2019, Regular City Council Meeting.

11. PUBLIC HEARING ITEMS

NONE.

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** Economic Development Department Action Plan and Jobs and Talent Attraction Program.

Recommendation: Receive the 2019/2020 Action Plan from the Economic Development Department and consider adoption of a resolution establishing the Jobs and Talent Attraction Program.

Result of Recommended Action: If directed to do so by City Council, City staff will return with additional information or discussion items at a future Council meeting. Adoption of the resolution will authorize the City Manager to approve incentives which comply with the Rancho Cordova Economic Development Jobs and Talent Attraction Program.

Staff Report: Micah Runner, Deputy City Manager.

Advances Goals: 1 and 6.

Mayor McGarvey opened the public comment period, seeing no speakers, Mayor McGarvey closed the public comment period.

ACTION: Motion to approve by Budge second by Gatewood; Motion passed with a 4:0 roll call vote. (Sander Absent)

12.2 **Subject:** Staff Presentation of Proposed Five-Year Pavement Rehabilitation Plan.

Recommendation: Receive staff presentation summarizing the proposed five-year plan and provide direction.

Result of Recommended Action: Staff will proceed with implementation of the Five-Year Pavement Rehabilitation Plan based on Council feedback.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 1, 2, 5 and 6.

Mayor McGarvey opened the public comment period. The following individuals addressed the Council:

- Angel Ball
- Cort Stratfull
- Derald Langwell

Mayor McGarvey closed the public commend period.

ACTION: Motion to proceed with proposed projects and return to Council at a later date with timing adjustments, by Budge second by Terry; Motion passed with a 4:0 roll call vote. (Sander Absent)

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council requested the following future Agenda items to be discussed:

1. Licensing Requirements for Clearing and Weeding Dry Grass.

14. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 8:10 p.m.



Stacy Leitner, CMC
City Clerk

MEMORANDUM

DATE: September 3, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 45-2016-2 WITH BENDER ROSENTHAL, INC. TO INCREASE THE CONTRACT AMOUNT TO A NOT TO EXCEED AMOUNT OF \$200,000 AND EXTEND THE CONTRACT TERM FROM JUNE 30, 2020 TO DECEMBER 31, 2020 FOR ON-CALL RIGHT OF WAY APPRAISAL AND ACQUISITION SERVICES**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 45-2016-02 with Bender Rosenthal, Inc. (BRI) for On-Call Right of Way Appraisal and Acquisition Services to extend the contract term to December 31, 2020, which results in an increase to the contract amount from \$100,000 to a not to exceed amount of \$200,000.

BACKGROUND

To provide flexibility and adapt to a variable development, design, and construction market, the Public Works Department employs the assistance of qualified consultants to provide right of way appraisal and acquisition services for the City of Rancho Cordova. This is an on-call contract that allows the City to draw upon greater resources on projects, thus increasing the ability to handle workload peaks and maintain efficient response times.

The City previously entered into Professional Services Agreement No. 45-2016 with BRI to provide right of way appraisal and acquisition services for various capital improvement projects. The original agreement was executed on April 1, 2016, with the term to expire on December 31, 2018 for an amount not to exceed \$100,000. On December 17, 2018, contract amendment no. 1 was approved that extended the contract term to June 30, 2020. The purpose of this second amendment is to increase the maximum compensation from \$100,000 to \$200,000 and extend the contract term from June 30, 2020 to December 31, 2020 to allow BRI to continue to provide right of way appraisal and acquisition services.

FISCAL IMPACT

Right of way appraisals and acquisition that support the design and construction of capital improvement projects are paid through various funding sources appropriated for the projects. These consulting services do not impact the general fund.

ATTACHMENTS

1. Resolution
2. Contract Amendment No. 45-2016-2

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 45-2016-2 WITH BENDER ROSENTHAL, INC. TO INCREASE THE CONTRACT AMOUNT TO A NOT TO EXCEED AMOUNT OF \$200,000 AND EXTEND THE CONTRACT TERM FROM JUNE 30, 2020 TO DECEMBER 31, 2020 FOR ON-CALL RIGHT OF WAY APPRAISAL AND ACQUISITION SERVICES

WHEREAS, on April 1, 2016, the City Manager executed contract 45-2016 with Bender Rosenthal, Inc., to provide on-call right of way appraisal and acquisition services; and

WHEREAS, on December 17, 2018, a first amendment to the agreement was executed to extend the agreement to June 30, 2020; and

WHEREAS, the City of Rancho Cordova wishes to execute a second amendment to the agreement with Bender Rosenthal, Inc., for right of way appraisal and acquisition services; and

WHEREAS, contract amendment 45-2016-2 will extend the contract expiration date from June 30, 2020, to December 31, 2020; and

WHEREAS, contract amendment 45-2016-2 will increase the contract amount from \$100,000 to \$200,000; and

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

WHEREAS, there are sufficient funds budgeted to cover the costs of the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract Amendment No. 45-2016-2 with Bender Rosenthal, Inc., to increase to the contract amount from \$100,000 to an amount not to exceed \$200,000 and extend the contract term from June 30, 2020 to December 31, 2020 in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

CONTRACT NO. 45-2016-2

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND BENDER ROSENTHAL, INC.**

This Second Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Bender Rosenthal, Inc. ("Professional") as of September 03, 2019. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated April 1, 2018 for the purpose of providing on-call right of way appraisal and acquisition services; and

WHEREAS, the Parties executed Amendment No. 1 to PSA on December 17, 2018 to extend the agreement from December 31, 2018 to June 30, 2020; and

WHEREAS, this Amendment will increase the contract amount by \$100,000, bringing the contract total to \$200,000; and

WHEREAS, this Amendment will extend the Agreement from June 30, 2020 to December 31, 2020, to accommodate right of way appraisal and acquisition services on existing capital improvement projects currently under design; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from June 30, 2020, to December 31, 2020. The first sentence of Section 1.1 of the PSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2020, and Professional shall complete the work described in Exhibit A prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$200,000. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed Two Hundred Thousand Dollars (\$200,000), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Scope of Work," attached hereto as Exhibit A, shall replace and supersede the PSA's Exhibit A.

CONTRACT NO. 45-2016-2

4. The document entitled "Compensation Schedule," attached hereto as **Exhibit B**, shall replace and supersede the PSA's **Exhibit B**.
5. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
6. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.
7. **Contract Administration.** This Agreement shall be administered by Edgar Medina, ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Notices. Any written notice to Professional shall be sent to:

Bender Rosenthal, Inc.
 Attn: Brenda Schimpf
 2825 Watt Avenue, Suite 200
 Sacramento, CA 95821

Email Address (for Insurance Update Requests): bschimpf@benderrosenthal.com

Any written notice to City shall be sent to:

City of Rancho Cordova
 Department of Public Works
 Attn: Edgar Medina
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager

Date: _____

Attest:

Stacy Leitner, CMC,
 City Clerk

Date: _____

Approved as to Form:

Brenda Schimpf, Vice President

Date: _____



August 19, 2019

ORIGINAL BY EMAIL:

emedina@cityofranchocordova.org

Mr. Edgar Medina, P.E.
Senior Civil Engineer
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: Scope for On-Call Right of Way Services

Dear Mr. Medina:

We appreciate the opportunity to provide you with a scope and budget for On-Call Right of Way Services. Bender Rosenthal Inc.'s (BRI) scope includes all services that may be required for Rancho Cordova upcoming projects.

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

Project Management is a collaboration of people, processes and tools. We understand that maintaining organized, accurate records and disseminating vital status information is fundamental for efficient project implementation. During the course of the Project, Brenda Schimpf will serve as the Project Manager. Brenda will oversee performance of the Tasks involved in delivery of the right of way in the proposed Right of Way Services Contract. Typical tasks include providing status updates to the client, attending meetings, and making recommendations to the City on right of way issues.

Once the property rights have been acquired, Brenda will prepare a right of way certification to Caltrans' standards.

Deliverables:

- Bi-weekly updates
- Attend teleconferences
- Preparation of Right of Way Certification that meets Caltrans standards

TASK 2. VALUATION SERVICES

BRI will develop complete appraisals of the estimated fair market value of the right of way needed for the project(s). The Appraisal Reports will be a narrative appraisal report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes. Appraisal Mapping, Plat Maps and Legal Descriptions for the properties to be appraised will be provided to BRI by the Client. The Appraisals will be completed within 5-8 weeks from receipt of appraisal mapping and notice to proceed from the City.

If the anticipated parcel take will have a value of less than \$10,000, is uncomplicated, and adequate market data is available the City may determine that an appraisal is not required and request preparation of a Waiver Valuation instead which does not require the same level of assessment and can be completed at a rate less than an appraisal. Waiver valuations cannot be used for condemnation purposes therefore should not be used on parcels that may require eminent domain proceedings. By using a waiver valuation, we can reduce the cost by \$1,000 per parcel for the valuation and eliminate the appraisal review saving another \$1,500 per parcel.

Deliverables:

- Electronic Appraisal Reports that meet all State and Federal Standards. Printed and bound copies will be provided upon request.

Assumptions:

- Full documentation to Federal and State standards for all tasks.
- No expert witness testimony.
- No Coordination with State or Federal right of way departments, other than listed in scope.
- Notice of Decision to Appraise letters will be sent within 5 days of Notice to Proceed.
- Plats and Legal Descriptions will be provided by the Client.

TASK 2A. APPRAISAL REVIEW

An appraisal review is the act or process of developing and communicating an opinion about the quality of another appraiser's work (USPAP 2017-2018). The essence of appraisal review is to investigate, analyze, and verify the logic and procedures used in appraisals and to ensure the preparation of competent and thorough reports that result in sound value opinions. The purpose of a review is to reinforce the client's confidence in the credibility of the appraisal conclusions it presents. When the draft appraisal is complete, BRI will conduct an internal review of each draft and provide comments to the appraiser. Those comments will be addressed and then the draft will be forwarded to the reviewer.

Per the Federal and State Uniform Act, a review appraisal will be required and must be completed by an independent reviewer. BRI has enlisted the expertise of Tim Landes with Sierra Valuation Services to complete a review of the subject parcels and the comparables. BRI has worked with Mr. Landis for over ten years on numerous assignments throughout Northern California. Mr. Landis is willing to seek additional documentation or ask tough questions concerning consistency and methodology to produce an objective work product. BRI has appreciated his willingness to work hard for our clients, as the appraisal must withstand the scrutiny of review by other agencies, sometimes three years after its approval. As a team, we are judicious about developing a product that is research based, analytical and impartial.

Upon completion of the reviews, the appraisals and a USPAP Standard 3 and 4 compliant review report will be provided and forwarded to City for approval of Just Compensation.

Deliverables:

- Independent Appraisal Review Reports

TASK 3. ACQUISITION SERVICES

Upon completion of the Waiver Valuation and establishment of Approval to Acquire for the parcel, BRI will work with the City to develop the contract and conveyance documents necessary to make offer. BRI will meet with the owners and convey documents up to 6 times in the first 60 days until acceptance or impasse is reached. Steps within the acquisition process are outlined below:

1. Review the project concept and design with staff and other consultants.
2. Review appraisals, title reports, maps and descriptions of the required parcels.
3. Prepare right-of-way contracts and other acquisition documents.
4. May meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner.
5. The acquisition task assumes a settlement by the sixth contact by telephone or e-mail. A recommendation to the City will be made after impasse has been reached.
6. Deliver signed right-of-way contract and signed and acknowledged documents for a close transaction or deliver a memorandum explaining impasse.
7. If the property owner provides a counter-offer, BRI staff will prepare a recommendation to the City to accept, reject, or modify the counter-offer.
8. If the City accepts the counter-offer, BRI will prepare an Administrative Settlement that complies with State and Federal guidelines.
9. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.
10. BRI will prepare a final report, including transfer of all pertinent correspondence and files to the City.

Deliverables:

- Submit files on each negotiation, acquisition, and project settlement

TASK 4. TITLE / ESCROW SERVICES

BRI will deliver documents and checks to escrow company, review all documents for submission to escrow companies, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for the completion of the project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office.

Deliverables:

- ✓ Order Preliminary Title Reports
- ✓ Draft Quitclaims, lessee consent to easements and other documents as necessary to obtain good and sufficient title.
- ✓ Work with title company to follow through with appropriate lenders, beneficiaries and trustees. Title Company to draft partial release and partial reconveyances.
- ✓ Prepare and send Request for Invoice and Demand to the Title Company.
- ✓ Copy and forward fully executed purchase agreement from the City.
- ✓ Send all executed acquisition documents through escrow and transmit to the appropriate parties, (property owner and the City).
- ✓ Prepare transmittal and forward closed files to the City.

Deliverables:

- Facilitate Title and Escrow support as outlined above

TASK 5. CONDEMNATION SUPPORT

BRI's team of appraisers and acquisition agents strive to provide tailored services with the goal to complete the transaction in the best interest of all parties involved while adhering to all applicable regulations and guidelines. However, even with the best intentions and attention to details, some acquisitions will need to be completed through condemnation. BRI staff will support the City by preparing staff reports and presentations to the County Board for the Resolution of Necessity (RON). In addition, we will work with the City legal team to develop the 30-day notice of hearing for the RON and provide assistance in preparing any legal declarations in support of the court hearings. Our appraisers are qualified and available to provide testimony during condemnation trials as an additional service. BRI will provide support services to the condemnation attorney such as appearing as an expert witness, delivery of parcel file including the title report, legal description, appraisal, negotiation records and all correspondence; and assisting the attorney with locating the property owner and other interest holders. BRI will bill Condemnation services based on an hourly rate.

TASK 6. RELOCATION SERVICES

BRI has a highly trained relocation team that will work closely with the displaced businesses to understand their specific needs and will strive to relocate them to a like-kind property. All agents are fully versed in the relocation steps outlined in the Uniform Act and the decent, safe and sanitary requirements of the Act. The relocations will meet the stringent State and Federal Uniform Act requirements while maintaining a schedule that will enable the launch of construction as planned. BRI relocation staff has experience developing relocation plans and providing the relocation services.

BRI will follow all State and Federal codes covering the right of way process which include:

- Federal and State Constitutions
- Code of Federal Regulations 49 CFR – Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act
- Government Code 7260 et al – State Uniform Relocation Assistance and Real Property Acquisition Policies Act
- California Code of Civil Procedures 1263 et al – State Eminent Domain Codes
- California Code of Regulations – Title 25
- California Code of Regulations Section 6038

Often with relocation, the actual vacancy of the property is not immediately followed by the construction of the project. Good community relationships are maintained by preventing acquired properties from becoming blights to neighboring areas. BRI will be actively working with the property owners to negotiate any items the property owners may want to salvage, communicate with the City the intentions of the property owner or tenant, and provide keys and notification once the property has been vacated.

Any displaced person or business, as a result of the project, is eligible for relocation assistance as per the Uniform Relocation Act, Title 49 (Part 24). All claims for relocation payment shall be filed no later than 18 months from the date of displacement (tenant) or the date of the final payment for the acquisition of the real property (owner), whichever is later.

Steps in the relocation process include:

1. Deliver Notification of Eligibility Letter within 10 days of the presentation of the first written offer.
2. Inform displaced persons of available relocation assistance and explain relocation process.
3. Conduct personal, on site interviews of prospective displacee's to ascertain relocation needs and special requirements including need for handicapped access or bilingual services.
4. Prepare and deliver a Conditional Entitlement Letter and Replacement Housing Valuation Report for each of the residential displacees. (residential only)
5. Determine eligibility for and proposed amount of relocation benefits, including moving payments and miscellaneous business relocation costs as applicable.
6. Prepare and distribute relocation assistance brochures (residential and/or non-residential as needed), 90 and 30-Day Notices to Vacate, and other notices as required. The Caltrans Relocation Assistance brochures can be provided in English and Spanish.
7. Monitor the move to replacement site, as necessary.
8. Prepare necessary payment documentation and deliver benefit checks and other appropriate payments to displacees.
9. Maintain current and accurate files and records of all contacts with each displacee and include them in a Final Report.

Deliverables:

- Provide relocation assistance as outlined above

Assumptions:

- Claim for relocation benefits will occur within contract period.
- Interviews, delivery of all notices, and inspections will be done in person.

ADDITIONAL SERVICES

- A. Additional services requested by the City and/or resulting from a change in the Scope of Services such as post-appraisal meetings, consultations, presentations/briefings, pre-trial conferences, court or briefing preparation, depositions, court appearances, etc., will be performed on a time and materials basis per the BRI 2018 Hourly Rates & Billing Policy, attached hereto or, at a separately negotiated fee.
- B. This proposal assumes no property management or excess land disposal will be required.

Additional services performed by us, if any, such as post-appraisal meetings, consultations, presentations/briefings, pre-trial conferences, court or briefing preparation, depositions, court appearances, etc., will be billed at the rates for 2018, attached hereto.



We look forward to continuing our work with you on your right of way needs.

Respectfully,

BENDER ROSENTHAL INC.

Brenda Schimpf, PMP, RE Broker
Vice President



EXHIBIT B BILLING RATES

Cydney Bender Reents, MAI	\$425/hr.*
David Wraa, MAI, ARA, AI-GRS	\$330/hr.*
Principal Project Manager	\$250/hr.
Senior Project Manager	\$210/hr.
Project Manager	\$180/hr.
Senior Quality Control Auditor	\$175/hr.
Senior Project Controller	\$160/hr.
Quality Control Auditor	\$125/hr.
Project Controller	\$110/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	\$225/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	\$180/hr.*
Appraiser III	\$165/hr.
Appraiser II	\$140/hr.
Appraiser I	\$110/hr.
Senior Right of Way Specialist	\$165/hr.
Senior Acquisition Agent	\$160/hr.
Acquisition Agent	\$110/hr.
Senior Relocation Agent	\$155/hr.
Relocation Agent	\$135/hr.
Senior Project Coordinator	\$130/hr.
Project Coordinator	\$100/hr.
Expert Land Consultant	\$170/hr.
Managing Land Agent	\$160/hr.
Principal Land Agent	\$140/hr.
Senior Land Agent	\$120/hr.
Land Agent II	\$105/hr.
Land Agent I	\$90/hr.
Administrative Support III	\$ 85/hr.
Researchers	\$ 80/hr.
Administrative Support II	\$ 75/hr.
Administrative Support I	\$ 60/hr.

*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is \$450.

MEMORANDUM

DATE: September 3, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: A RESOLUTION APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 3, SUBDIVISION NO. FM-2018-001-04 AND EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 147-2019



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 147-2019 ([Attachment 2](#)) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the Final Subdivision Map creating 108 new residentially zoned lots located south of Douglas Road and west of Grant Line Road.

BACKGROUND

The Map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Map on March 2, 2015. A copy of the Final Map ([Attachment 3](#)) and copy of the Vicinity Map ([Attachment 4](#)) are included with this letter.

Roads are offered for dedication with this subdivision. Lennar Homes of California, Inc. has provided a performance, and labor and material bond, guaranteeing the construction of the public improvements. TSD Engineering, Inc., has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl & Associates dated October 5, 2017.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2019/2020 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT

There is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
2. Subdivision Improvement Agreement Contract No. 147-2019
3. 8 ½" x 11" Copy of Final Map
4. Vicinity Map

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 3, SUBDIVISION NO. FM-2018-001-04, AND AUTHORIZING THE EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 147-2019

WHEREAS, the City Council approved the Tentative Map for the Grantline 208 Subdivision on March 2, 2015 per Resolution No. 24-2015; and

WHEREAS, the City Engineer has determined that the Final Map for Village 3 of the subdivision is in substantial compliance with the approved Tentative Map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the Map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of a Final Map is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a Subdivision Improvement Agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council approves the Final Map of Grantline 208 Village 3, Subdivision No. FM-2018-001-04 and authorizes the City Manager to execute Subdivision Improvement Agreement Contract No. 147-2019, on behalf of the City in connection with Lennar Homes of California, Inc. in a form approved by the City Attorney, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTACHMENT 1**ATTEST:**

Stacy Leitner, CMC, City Clerk

ATTACHMENT 2

Grantline 208 Village 3 – Subdivision No. FM-2018-001-04

RC Contract No. 147-2019

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and Lennar Homes of California, Inc., A California Corporation hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map** - Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map** - City agrees to approve the final map of the subdivision presented to it by Principal and designated Grantline 208 Village 3 Subdivision No. FM-2018-001-04 and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements** - In consideration of such approval, Principal

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

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

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$3,458,437**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash

deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 9 of this Agreement.

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

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

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

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

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

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

Grantline 208 Village 3 – Subdivision No. FM-2018-001-04
RC Contract No. 147-2019

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

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

21. **Construction and Interpretation.** It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

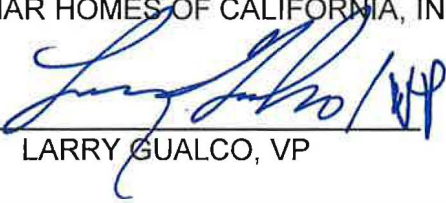
23. **Time.** Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

Cyrus Abhar, City Manager

LENNAR HOMES OF CALIFORNIA, INC



LARRY GUALCO, VP

ATTEST:

Stacy Leitner, CMC,
City Clerk

3047189.1

8/20/18

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer } ss.

On July 25, 2019 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco

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.

Monique Reynolds
Signature
My Commission Expires Nov. 24, 2020



OPTIONAL INFORMATION

Date of Document Grantline 208 Village 3 SIA
Type or Title of Document _____
Number of Pages in Document _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF GRANTLINE 208 VILLAGE 3.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES;

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED AS BLEUBLANC WAY, CARRIZO PLAIN WAY, KNIGHTSBROOK AVENUE, MONTBROOK WAY, OPALINE COURT, PAISLEYSHIRE WAY AND SALT POINT WAY SHOWN HEREON; AND ALSO OFFER(S) FOR DEDICATION AND DO(ES) HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- A.

EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).
- B.

EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (L.E.) SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. THE MAINTENANCE AND REPLANTING OF THE LANDSCAPE STRIP SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- C.

RIGHTS OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- D.

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

LENNAR HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

BY: _____ DATE: _____

PRINT NAME & TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC

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 _____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____ EXPIRES: _____

FINAL MAP OF
GRANTLINE 208 VILLAGE 3
SUBDIVISION NO. FM-2018-001-04
BEING ALL OF LOT 3 & A PORTION OF LOT 4,
AS SHOWN ON THE FINAL MAP OF
"GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
SEPTEMBER 2019

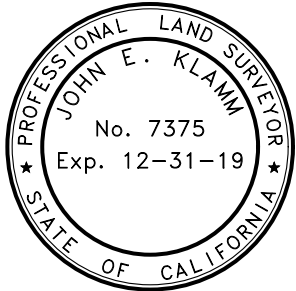
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC. IN APRIL 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY APRIL 30, 2020, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____

JOHN E. KLAMM, L.S. 7375



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

CITY ENGINEER, ALBERT STRICKER
R.C.E. 64057
EXPIRATION DATE: 9/30/20

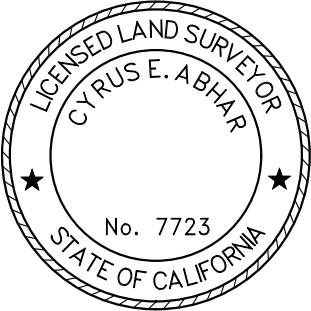


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATE: _____

LAND SURVEYOR, CYRUS E. ABHAR,
P.L.S. 7723
EXPIRATION DATE: 12/31/19



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF GRANTLINE 208 VILLAGE 3 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON AS BLEUBLANC WAY, CARRIZO PLAIN WAY, KNIGHTSBROOK AVENUE, MONTBROOK WAY, OPALINE COURT, PAISLEYSHIRE WAY AND SALT POINT WAY, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, SUBJECT TO IMPROVEMENT THEREOF; AND DO HEREBY CERTIFY THE ABANDONMENT LISTED HEREON.

DATED

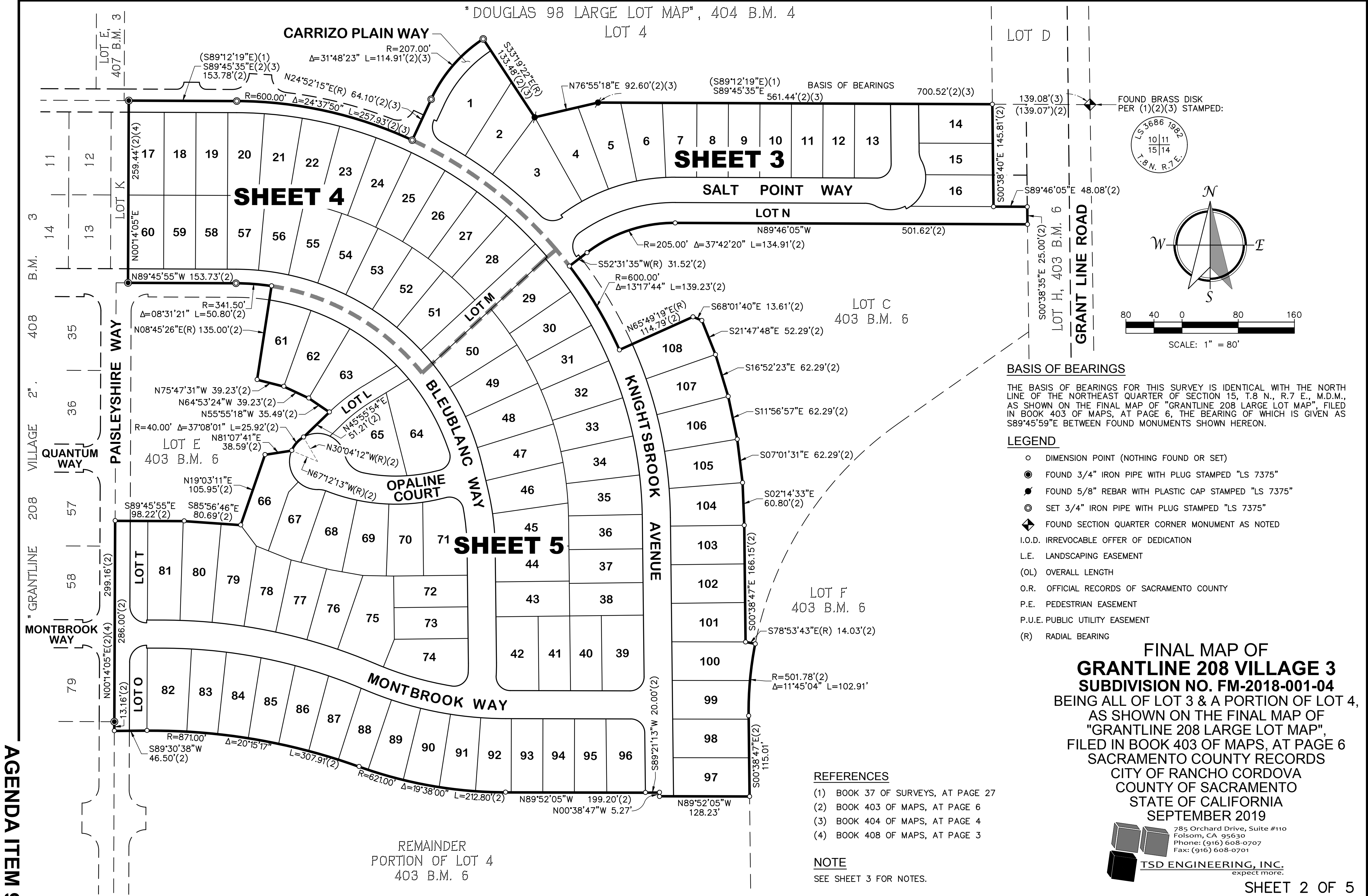
CITY CLERK OF THE CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ M., IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF TSD ENGINEERING, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

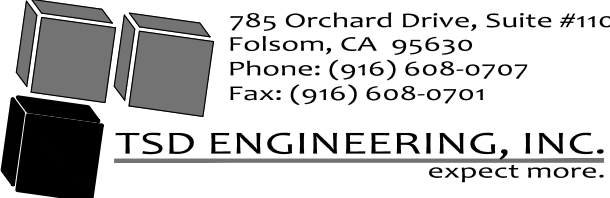
DONNA ALLRED, COUNTY RECORDER BY: _____
DEPUTY COUNTY RECORDER

FILE NO. _____



FINAL MAP OF
GRANTLINE 208 VILLAGE 3
SUBDIVISION NO. FM-2018-001-04

BEING ALL OF LOT 3 & A PORTION OF LOT 4,
AS SHOWN ON THE FINAL MAP OF
"GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
SEPTEMBER 2019

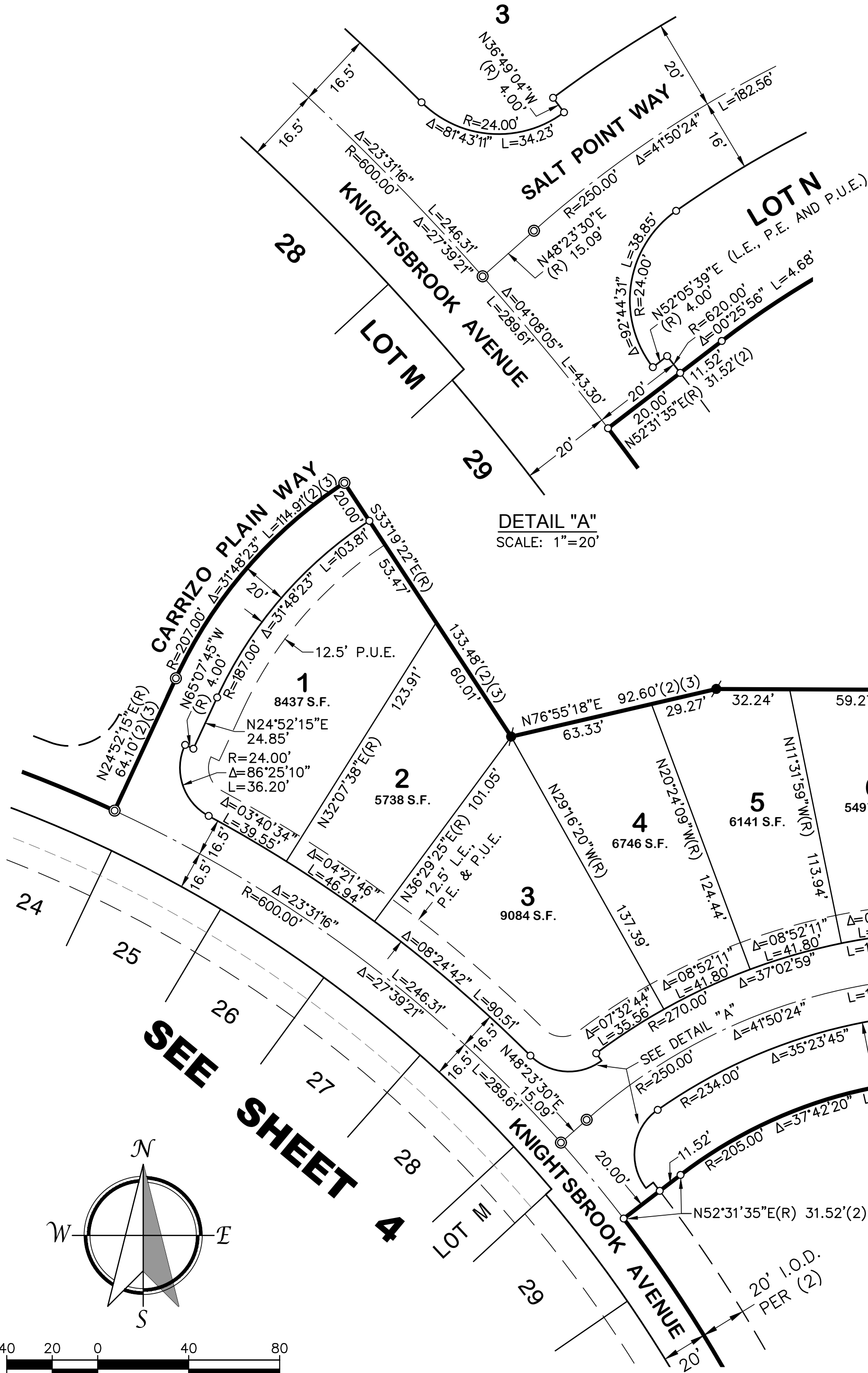


NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 18.328± ACRES, CONTAINING 108 RESIDENTIAL LOTS AND 5 PEDESTRIAN PASEO LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, CENTRAL ANGLE AND ARC LENGTH.
3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND ARE GROUND DISTANCES.
4. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
5. A GEOTECHNICAL ENGINEERING REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE KUHL & ASSOCIATES, WKA NO. 11598.01, DATED OCTOBER 5, 2017.
6. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE MEMORANDUM OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 20160520, PAGE 348, O.R.
7. LOTS L, M, N, O AND T ARE FOR LANDSCAPE, PEDESTRIAN AND PUBLIC UTILITY PURPOSES AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA.
8. THERE IS A POSTAL EASEMENT 5.00 FEET IN WIDTH ADJACENT TO ALL PUBLIC ROAD RIGHTS OF WAY SHOWN HEREON.
9. ALL REAR LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "L.S. 7375", UNLESS OTHERWISE NOTED.
10. ALL FRONT LOT CORNERS AND REAR LOT CORNERS FRONTING ALLEYS SHALL BE MONUMENTED WITH A GASH CUT IN THE BACK OF CURB OR BACK OF SIDEWALK TAGGED "L.S. 7375".
11. PURSUANT TO SECTION 66499.20.2 OF THE CALIFORNIA GOVERNMENT CODE (SUBDIVISION MAP ACT), THE FILING OF THIS MAP SHALL CONSTITUTE A LEGAL MERGER OF THE LAND AFFECTED HEREBY, AND SHALL ALSO CONSTITUTE ABANDONMENT OF ALL PUBLIC RIGHTS OF WAY AND PUBLIC EASEMENTS NOT SHOWN HEREON. SAID ABANDONMENT SHALL ENCOMPASS THE FOLLOWING:

A. THE IRREVOCABLE OFFER OF DEDICATION WITHIN LOT 3, AS SHOWN AND DEDICATED ON THE FINAL MAP OF "GRANTLINE 208 LARGE LOT MAP", FILED IN BOOK 403 OF MAPS, AT PAGE 6, SACRAMENTO COUNTY RECORDS, BEING THAT PORTION LOCATED WITHIN LOT 16, AS SHOWN HEREON.

" DOUGLAS 98 LARGE LOT MAP", 404 B.M. 4
LOT 4

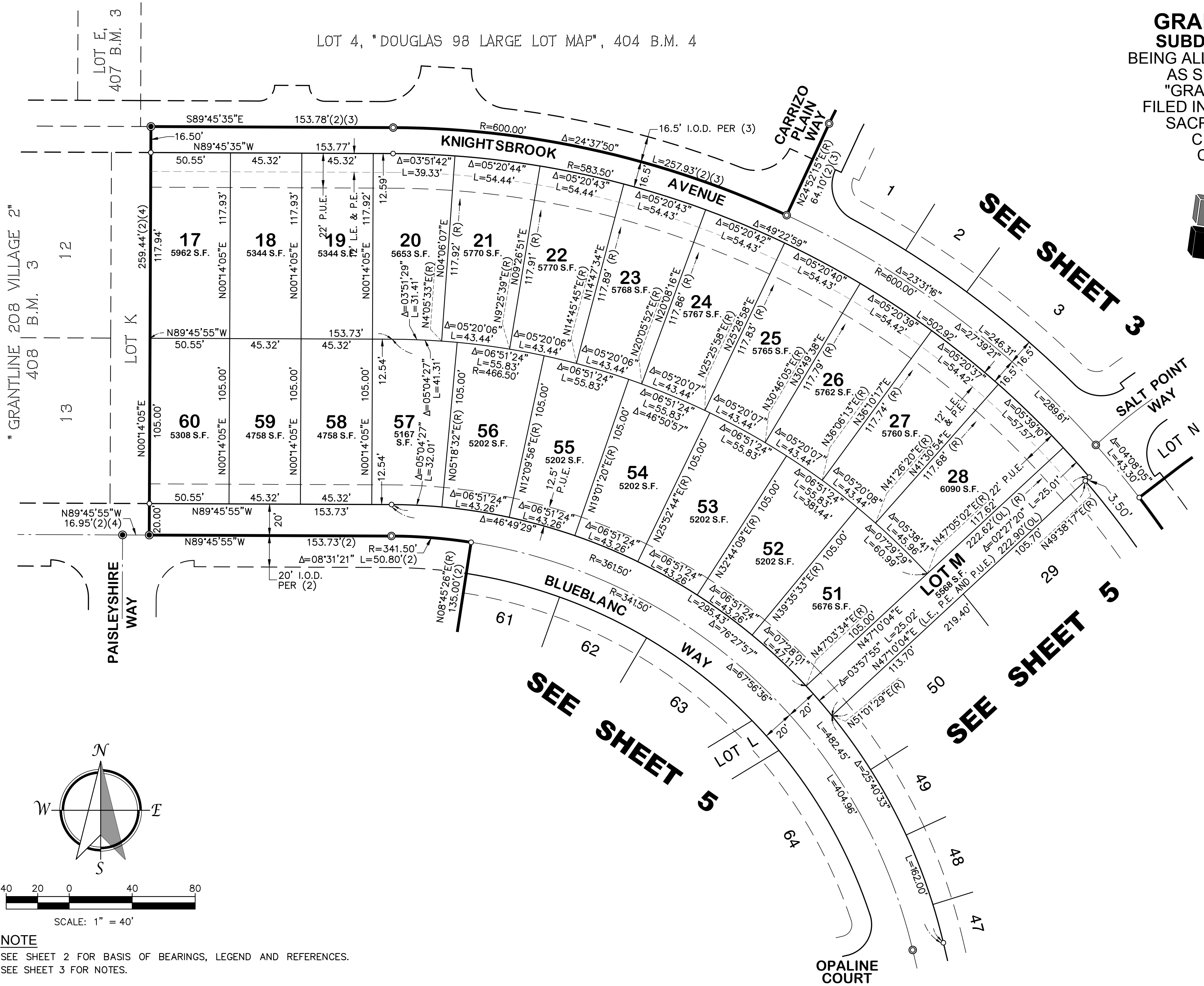


DETAIL "A"
SCALE: 1"=20'

NOTE
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.

FINAL MAP OF
GRANTLINE 208 VILLAGE 3
SUBDIVISION NO. FM-2018-001-04
BEING ALL OF LOT 3 & A PORTION OF LOT 4,
AS SHOWN ON THE FINAL MAP OF
"GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
SEPTEMBER 2019

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

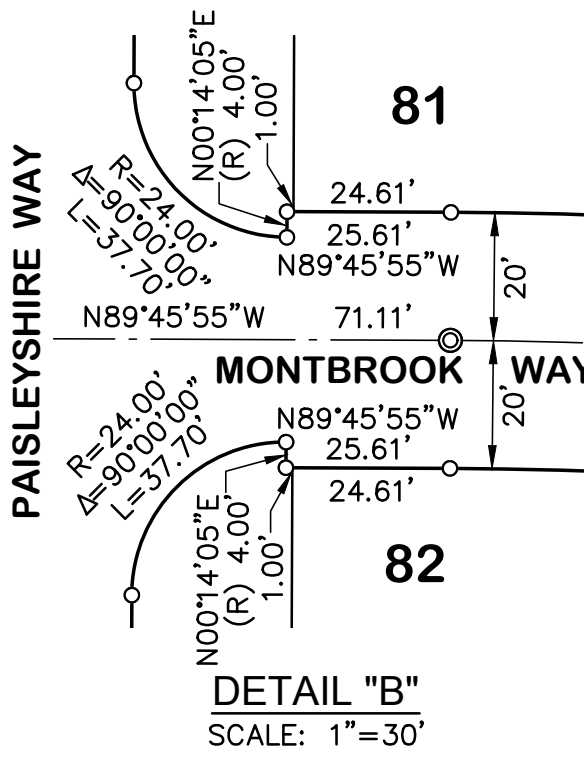


SEE SHEET 4

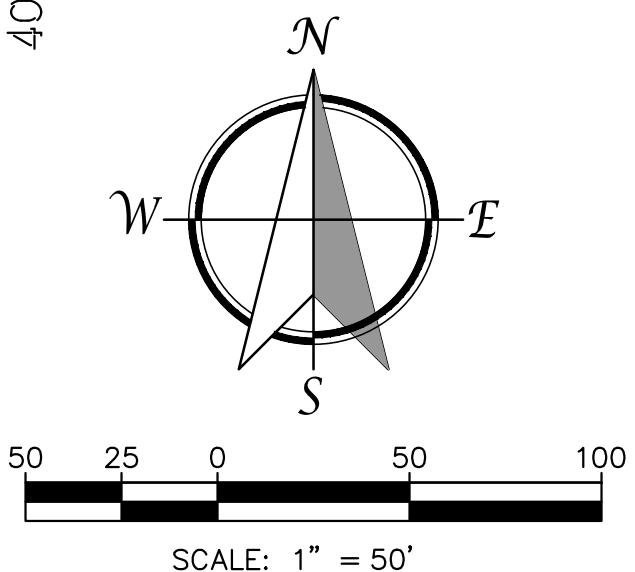
SEE SHEET 3

FINAL MAP OF
GRANTLINE 208 VILLAGE 3
SUBDIVISION NO. FM-2018-001-04
BEING ALL OF LOT 3 & A PORTION OF LOT 4,
AS SHOWN ON THE FINAL MAP OF
"GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
SEPTEMBER 2019

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	321.50'	09'49'04"	55.09'
C2	361.50'	12'39'11"	79.83'
C3	270.00'	03'52'10"	18.23'
C4	250.00'	05'00'50"	21.88'
C5	230.00'	03'25'06"	13.72'
C6	34.00'	22'02'48"	13.08'

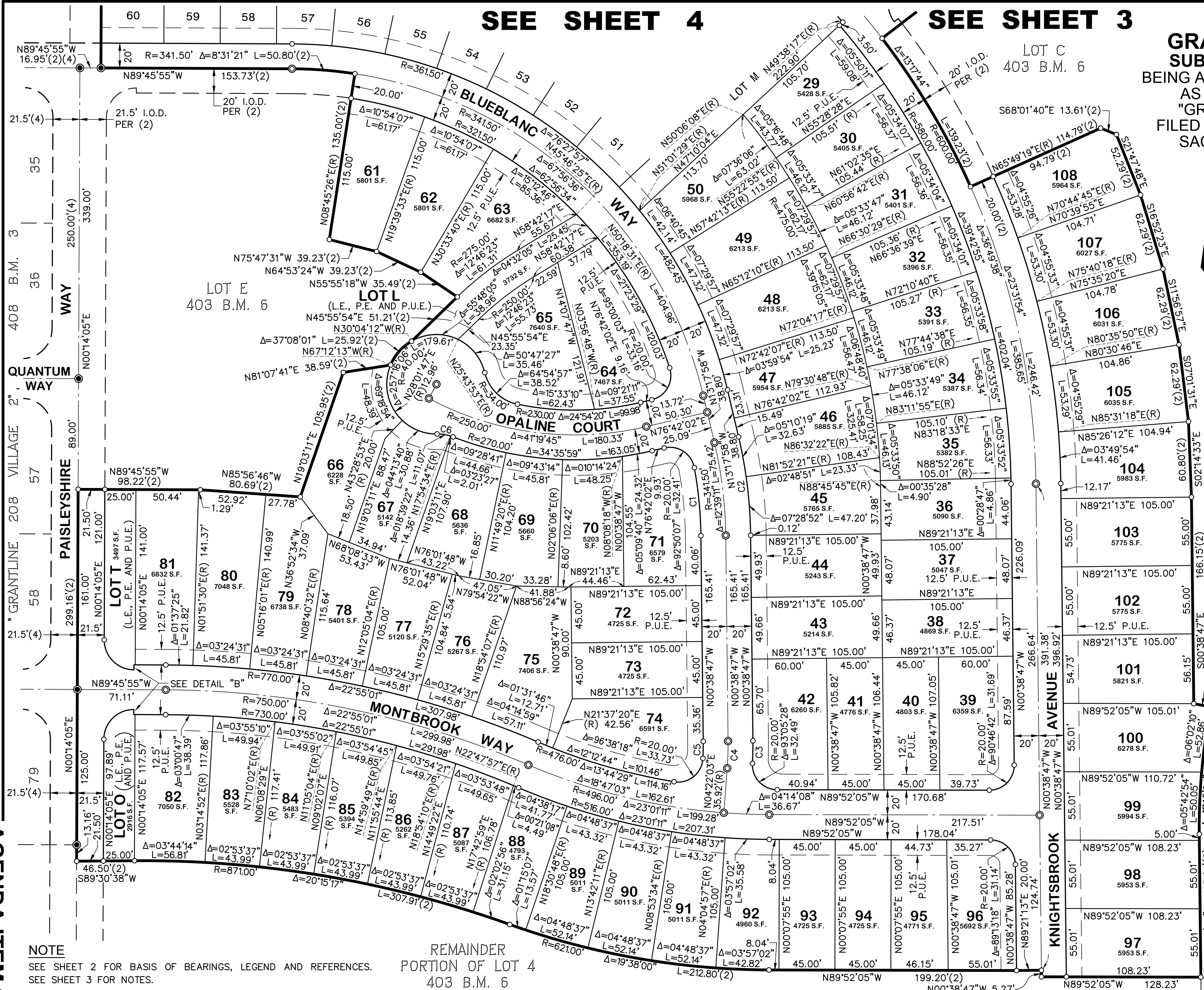


SHEET 5 OF 5

REMAINDER
PORTION OF LOT 4
403 B.M. 6

NOTE
SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND REFERENCES.
SEE SHEET 3 FOR NOTES.

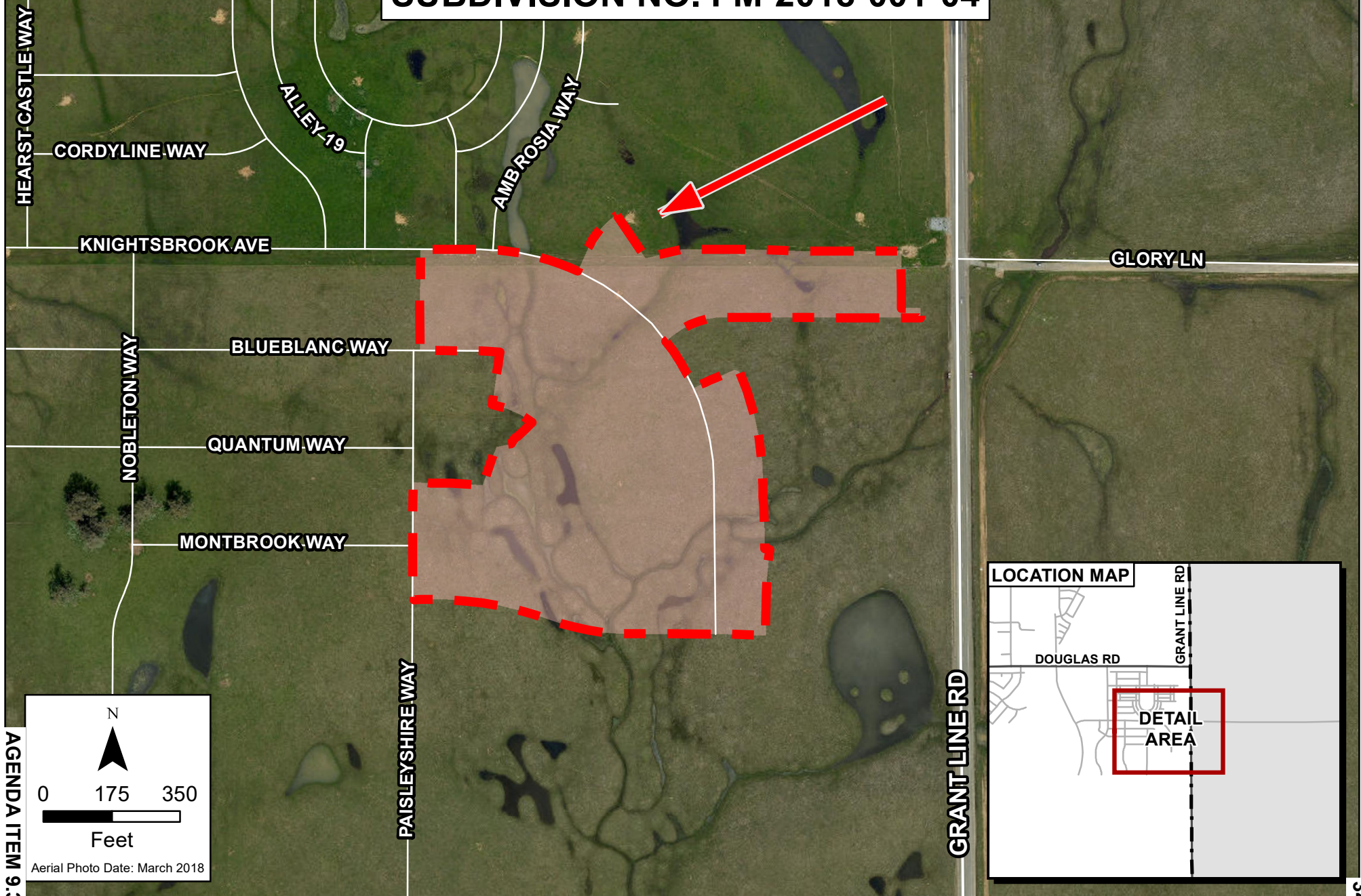
AGENDA ITEM 9.3





FINAL MAP OF GRANTLINE 208 VILLAGE 3 SUBDIVISION NO. FM-2018-001-04

ATTACHMENT 4



MEMORANDUM

DATE: September 3, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: A RESOLUTION APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 4, SUBDIVISION NO. FM-2018-001-05 AND EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 148-2019



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 148-2019 ([Attachment 2](#)) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the Final Subdivision Map for Grantline 208 Village 4, creating 124 new residentially zoned lots located south of Douglas Road and west of Grant Line Road.

BACKGROUND

The Map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Map on March 2, 2015. A copy of the Final Map ([Attachment 3](#)) and copy of the Vicinity Map ([Attachment 4](#)) are included with this letter.

Roads are offered for dedication with this subdivision. Lennar Homes of California, Inc. has provided a performance and labor and material bond guaranteeing the construction of the public improvements. TSD Engineering, Inc., has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl & Associates dated October 5, 2017.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2019/2020 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT

There is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
2. Subdivision Improvement Agreement Contract No. 148-2019
3. 8 ½" x 11" Copy of Final Map
4. Vicinity Map

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 4, SUBDIVISION NO. FM-2018-001-05, AND AUTHORIZING THE EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 148-2019

WHEREAS, the City Council approved the Tentative Map for the Grantline 208 Subdivision on March 2, 2015 per Resolution No. 24-2015; and

WHEREAS, the City Engineer has determined that the Final Map for Village 4 of the subdivision is in substantial compliance with the approved Tentative Map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the Map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of the Final Map is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a Subdivision Improvement Agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council approves the Final Map of Grantline 208 Village 4, Subdivision No. FM-2018-001-05 and authorizes the City Manager to execute a Subdivision Improvement Agreement Contract No. 148-2019 on behalf of the City in connection with Lennar Homes of California, Inc. in a form approved by the City Attorney and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

ATTACHMENT 1

Stacy Leitner, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and Lennar Homes of California, Inc., A California Corporation hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated Grantline 208 Village 4 Subdivision No. FM-2018-001-05 and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements.** In consideration of such approval, Principal

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

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

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$4,296,076**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash

deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 9 of this Agreement.

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

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

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

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

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

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

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

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

21. **Construction and Interpretation.** It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

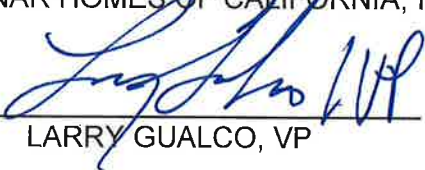
23. **Time.** Time is of the essence in the performance of each and every term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

Cyrus Abhar, City Manager

LENNAR HOMES OF CALIFORNIA, INC



LARRY GUALCO, VP

ATTEST:

Stacy Leitner, City Clerk, CMC

3047189.1

8/20/18

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer } ss.

On July 25, 2019 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco

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.

Monique Reynolds
Signature

My Commission Expires Nov. 24, 2020



OPTIONAL INFORMATION

Date of Document

Grantline 208 Village 4 SIA

Type or Title of Document

Number of Pages in Document

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF GRANTLINE 208 VILLAGE 4.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES;

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED AS HERRINGBONE WAY, KNIGHTSBROOK WAY, NOBELTON WAY, ORRICK COURT, PAISLEYSHIRE WAY, QUARTZITE COURT, THORTONHALL DRIVE AND TOPAZOLITE COURT SHOWN HEREON; AND ALSO OFFER(S) FOR DEDICATION AND DO(ES) HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- A.

EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).
- B.

EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (L.E.) SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. THE MAINTENANCE AND REPLANTING OF THE LANDSCAPE STRIP SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- C.

RIGHTS OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- D.

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

LENNAR HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

BY: _____ DATE: _____

PRINT NAME & TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC

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.

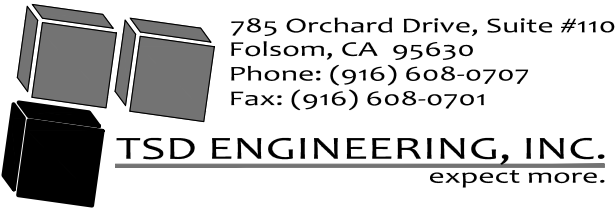
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____ EXPIRES: _____

FINAL MAP OF
GRANTLINE 208 VILLAGE 4
SUBDIVISION NO. FM-2018-001-05
BEING A PORTION OF LOTS 4 AND 5,
AS SHOWN ON THE FINAL MAP OF
"GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
SEPTEMBER 2019

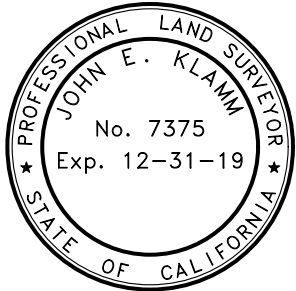


SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC. IN APRIL 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY APRIL 30, 2020, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____

JOHN E. KLAMM, L.S. 7375



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

CITY ENGINEER, ALBERT STRICKER
R.C.E. 64057
EXPIRATION DATE: 9/30/20

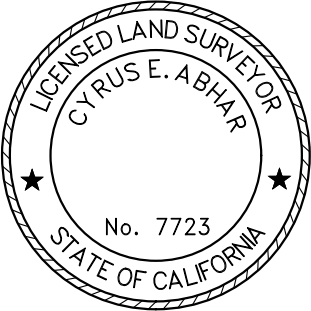


CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATE: _____

LAND SURVEYOR, CYRUS E. ABHAR,
P.L.S. 7723
EXPIRATION DATE: 12/31/19



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF GRANTLINE 208 VILLAGE 4 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON AS HERRINGBONE WAY, KNIGHTSBROOK WAY, NOBELTON WAY, ORRICK COURT, PAISLEYSHIRE WAY, QUARTZITE COURT, THORTONHALL DRIVE AND TOPAZOLITE COURT, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, SUBJECT TO IMPROVEMENT THEREOF; AND DO HEREBY CERTIFY THE ABANDONMENT LISTED HEREON.

DATED _____

CITY CLERK OF THE CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ M., IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF TSD ENGINEERING, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

DONNA ALLRED, COUNTY RECORDER BY: _____
DEPUTY COUNTY RECORDER

FILE NO. _____

BASIS OF BEARINGS

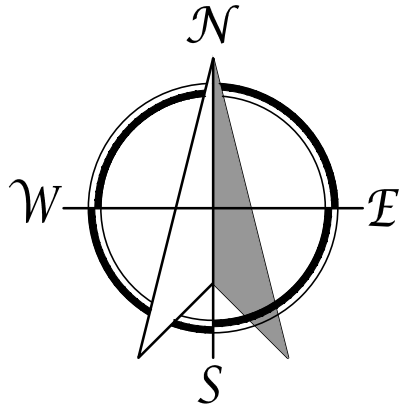
THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE SOUTHERLY BOUNDARY OF "GRANTLINE 208 VILLAGE 2", AS SHOWN ON THE FINAL MAP FILED IN BOOK 408 OF MAPS, AT PAGE 3, THE BEARING OF WHICH IS GIVEN AS S89°45'55"E BETWEEN FOUND MONUMENTS SHOWN HEREON.

REFERENCES

- (1) BOOK 403 OF MAPS, AT PAGE 6
- (2) BOOK 408 OF MAPS, AT PAGE 3
- (3) BOOK ____ OF MAPS, AT PAGE ____
- (4) BOOK ____ OF MAPS, AT PAGE ____

NOTE

SEE SHEET 3 FOR NOTES.

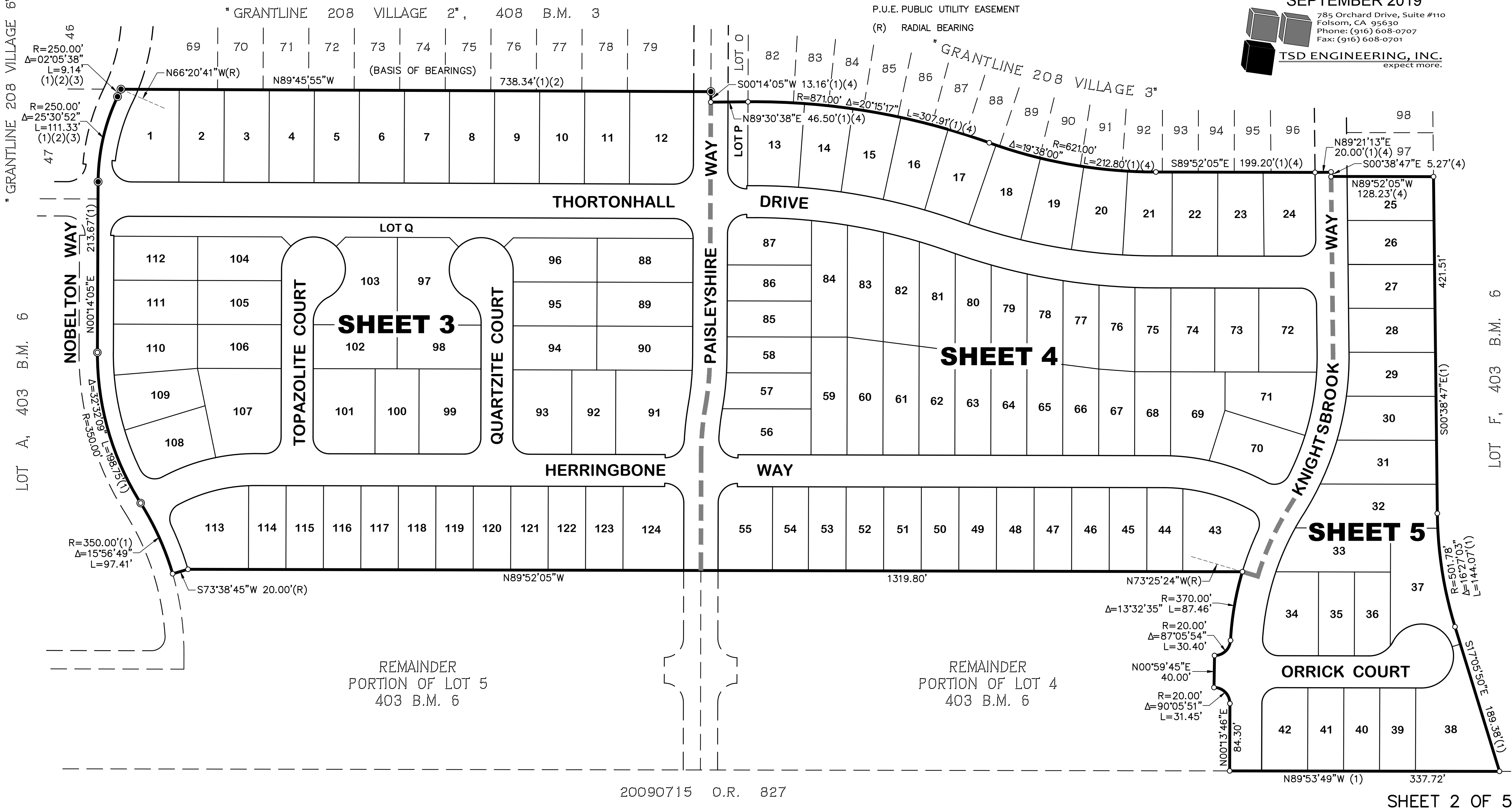


LEGEND

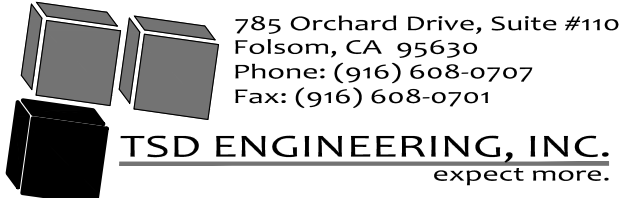
- DIMENSION POINT (NOTHING FOUND OR SET)
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- ✱ FOUND 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7375"
- ◎ SET 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- ◆ FOUND SECTION QUARTER CORNER MONUMENT AS NOTED
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- L.E. LANDSCAPING EASEMENT
- (OL) OVERALL LENGTH
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING

FINAL MAP OF
GRANTLINE 208 VILLAGE 4
SUBDIVISION NO. FM-2018-001-05
BEING A PORTION OF LOTS 4 AND 5,
AS SHOWN ON THE FINAL MAP OF
"GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
SEPTEMBER 2019

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

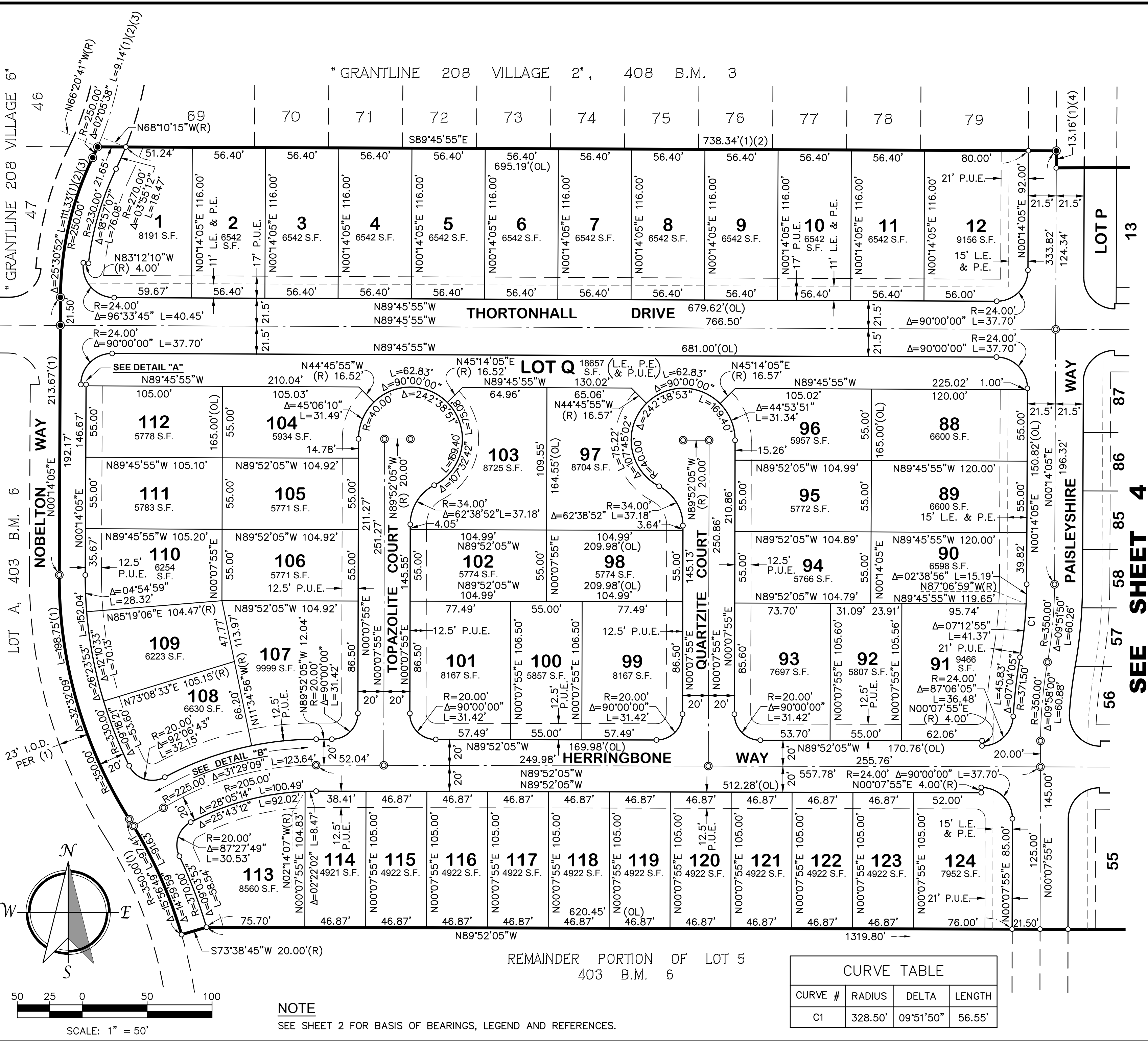
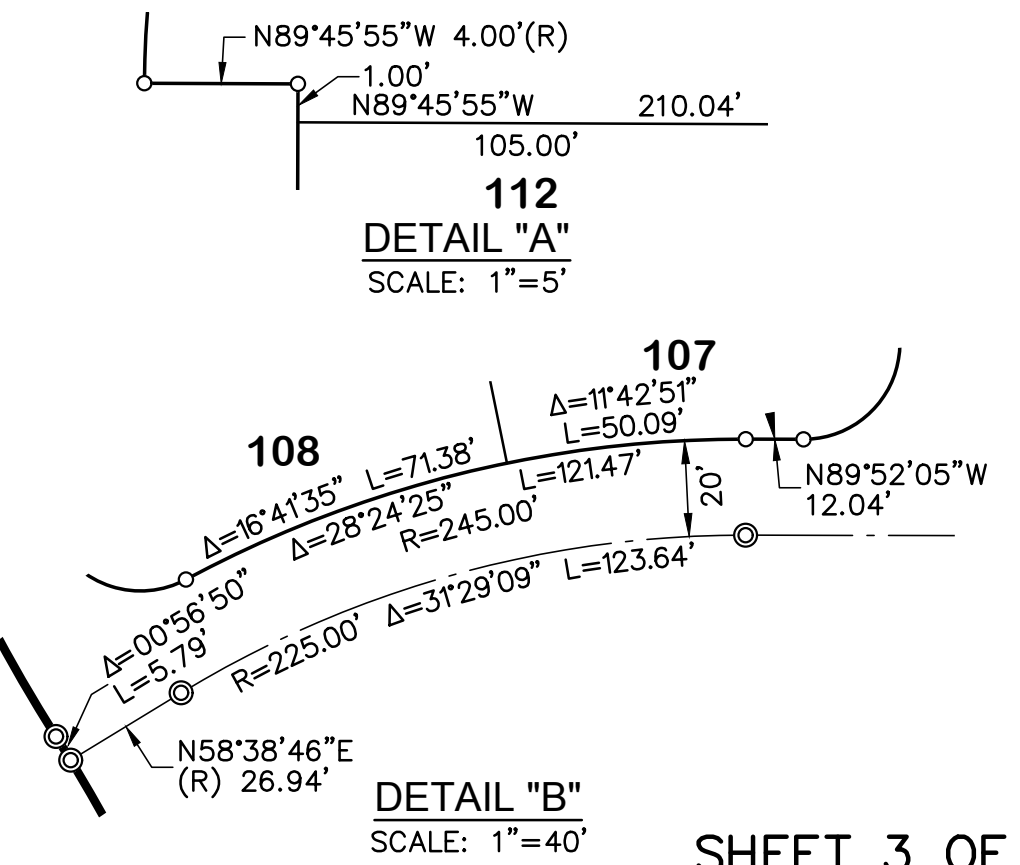


FINAL MAP OF
GRANTLINE 208 VILLAGE 4
SUBDIVISION NO. FM-2018-001-05
BEING A PORTION OF LOTS 4 AND 5,
AS SHOWN ON THE FINAL MAP OF
"GRANTLINE 208 LARGE LOT MAP",
FILED IN BOOK 403 OF MAPS, AT PAGE 6
SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
SEPTEMBER 2019

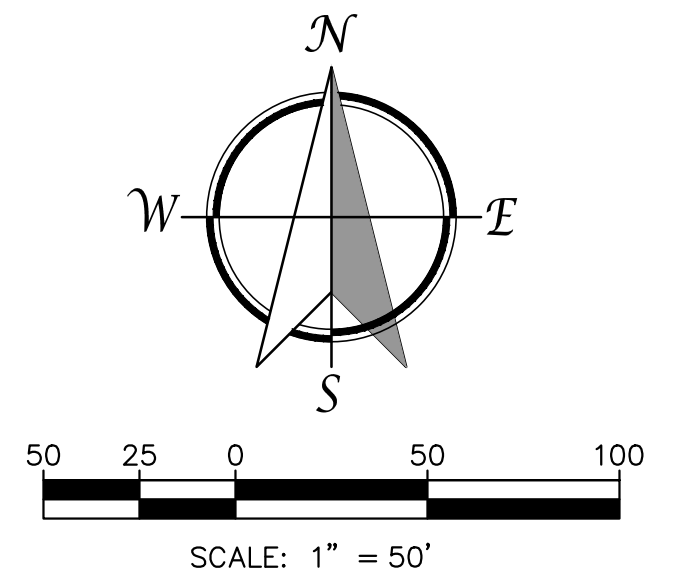


NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 23.094± ACRES, CONTAINING 124 RESIDENTIAL LOTS AND 2 PEDESTRIAN PASEO LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, CENTRAL ANGLE AND ARC LENGTH.
3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND ARE GROUND DISTANCES.
4. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
5. A GEOTECHNICAL ENGINEERING REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE KUHLMANN & ASSOCIATES, WKA NO. 11598.01, DATED OCTOBER 5, 2017.
6. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE MEMORANDUM OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 20160520, PAGE 348, O.R.
7. LOTS P AND Q ARE FOR LANDSCAPE, PEDESTRIAN AND PUBLIC UTILITY PURPOSES AND SHALL BE GRANTED TO THE CITY OF RANCHO CORDOVA.
8. THERE IS A POSTAL EASEMENT 5.00 FEET IN WIDTH ADJACENT TO ALL PUBLIC ROAD RIGHTS OF WAY SHOWN HEREON.
9. ALL REAR LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "L.S. 7375", UNLESS OTHERWISE NOTED.
10. ALL FRONT LOT CORNERS AND REAR LOT CORNERS FRONTING ALLEYS SHALL BE MONUMENTED WITH A GASH CUT IN THE BACK OF CURB OR BACK OF SIDEWALK TAGGED "L.S. 7375".



REMAINDER PORTION OF LOT 4
403 B.M. 6



785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

TSD ENGINEERING, INC.
expect more.

SEE SHEET 3

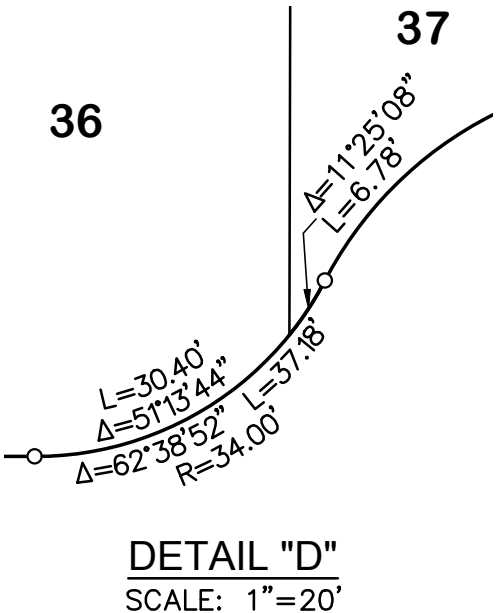
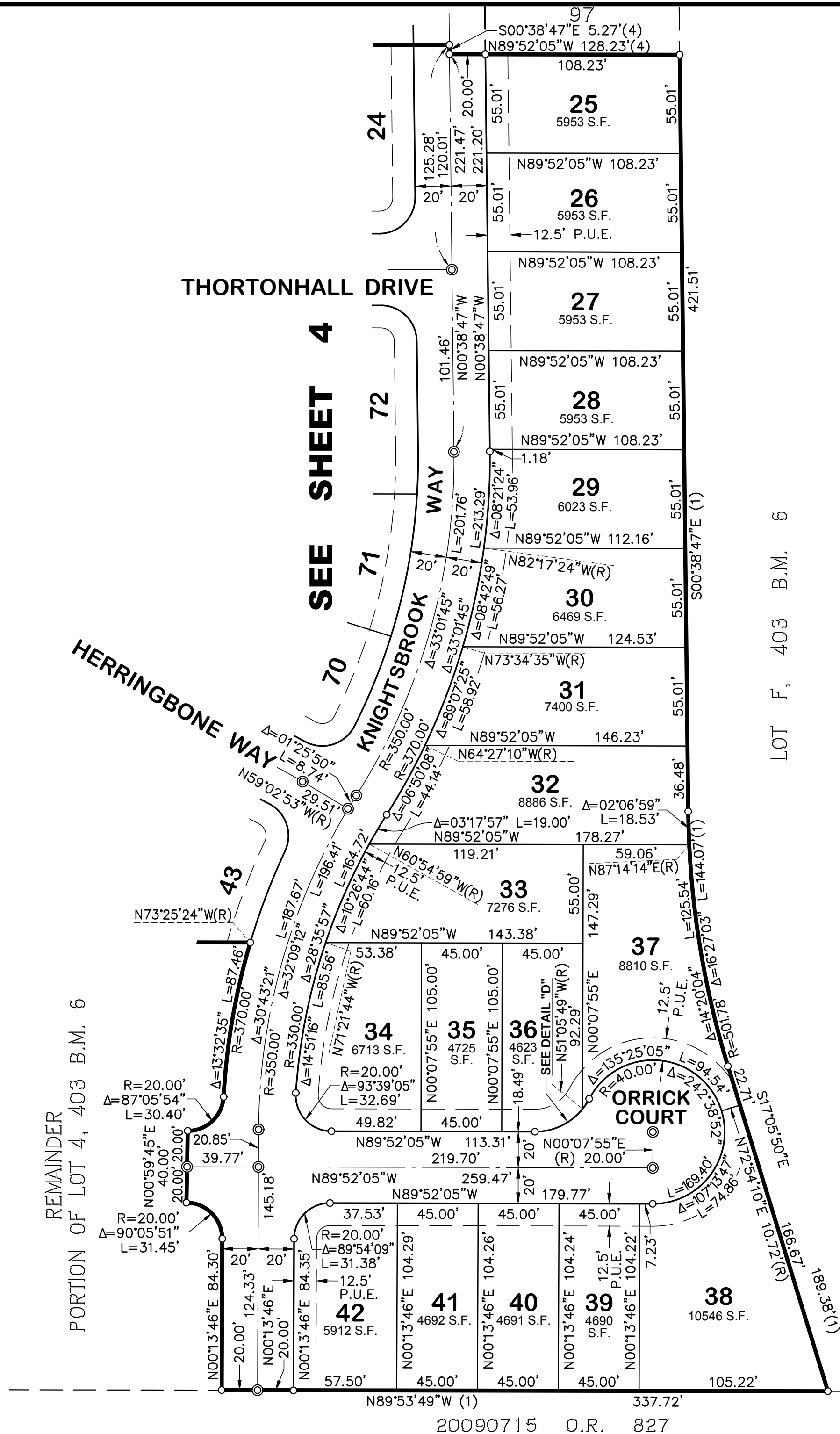
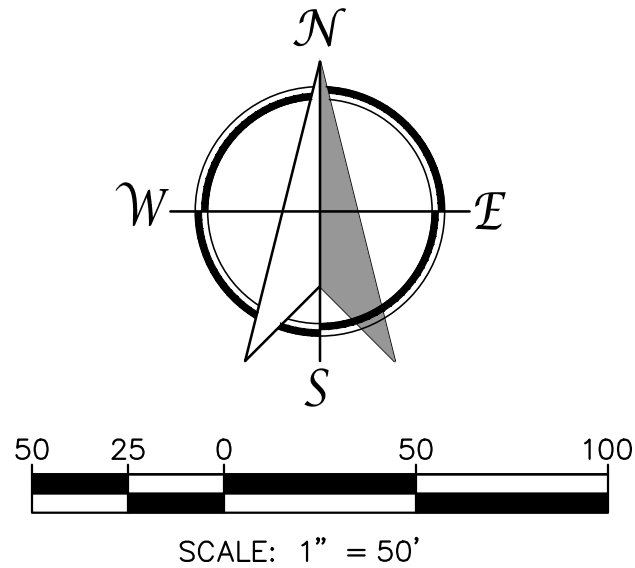
SEE SHEET 5

GRANTLINE 208 VILLAGE 2"
408 B.M. 3 | |

FINAL MAP OF
GRANTLINE 208 VILLAGE 4
SUBDIVISION NO. FM-2018-001-05
BEING A PORTION OF LOTS 4 AND 5,
AS SHOWN ON THE FINAL MAP OF
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SEPTEMBER 2019

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expect more.

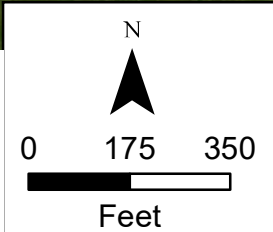
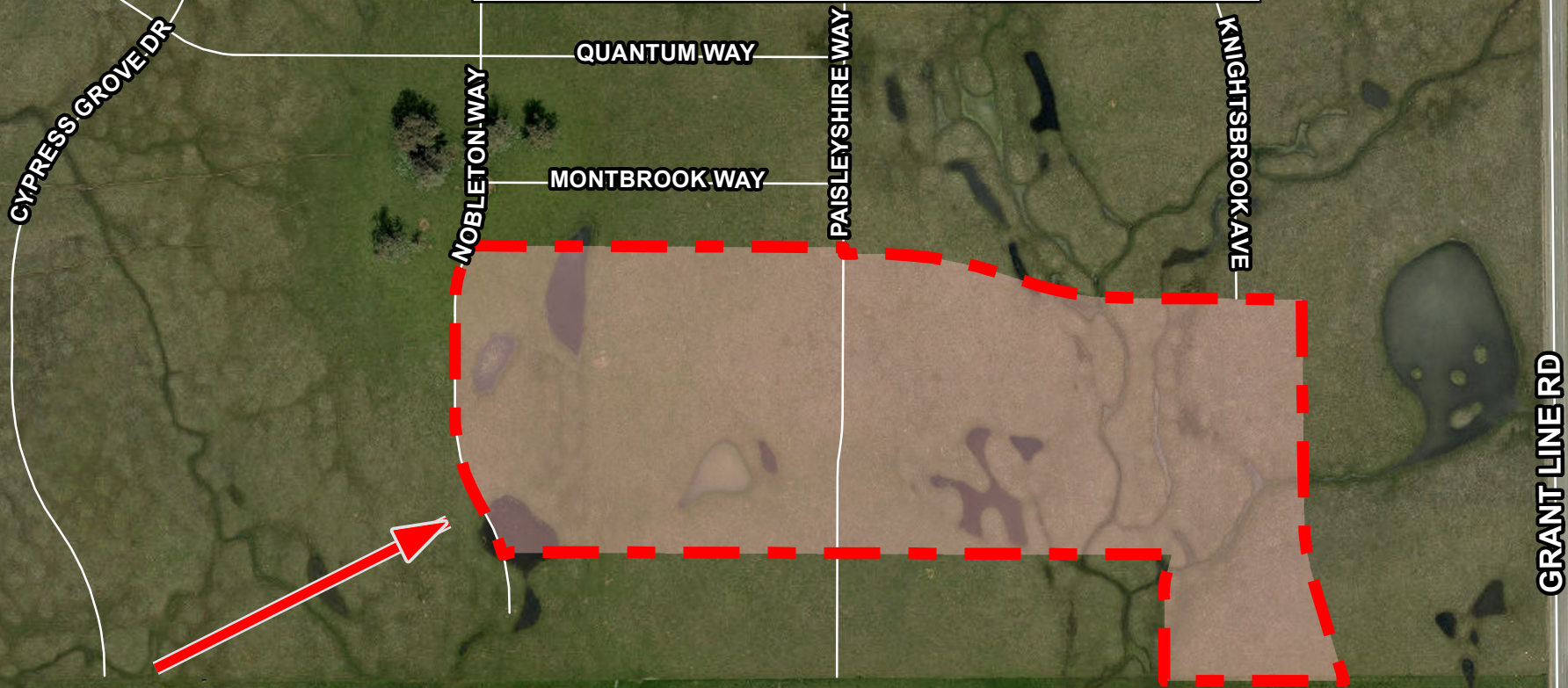
AGENDA ITEM 9.4



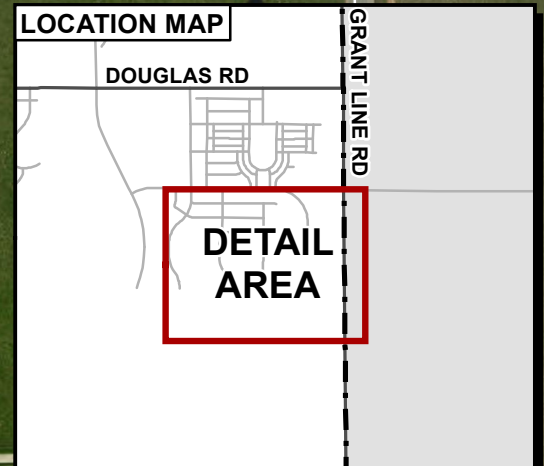


FINAL MAP OF GRANTLINE 208 VILLAGE 4 SUBDIVISION NO. FM-2018-001-05

ATTACHMENT 4



Aerial Photo Date: March 2018



MEMORANDUM

DATE: September 3, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Marilyn Phelps, Assistant Land Surveyor

SUBJECT: A RESOLUTION APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 6, SUBDIVISION NO. FM-2018-001-06 AND EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 149-2019



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will result in the City entering into Subdivision Improvement Agreement Contract No. 149-2019 ([Attachment 2](#)) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the Final Subdivision Map for Grantline 208 Village 6, creating 61 new residentially zoned lots located south of Douglas Road and west of Grant Line Road.

BACKGROUND

The Map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Map on March 2, 2015. A copy of the Final Map ([Attachment 3](#)) and copy of the Vicinity Map ([Attachment 4](#)) are included with this letter.

Roads are offered for dedication with this subdivision. Lennar Homes of California, Inc. has provided a performance and labor and material bond guaranteeing the construction of the public improvements. TSD Engineering, Inc., has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been satisfied by Wallace-Kuhl & Associates dated October 5, 2017.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2019/2020 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT

There is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
2. Subdivision Improvement Agreement Contract No. 149-2019
3. 8½" x 11" Copy of Final Map
4. Vicinity Map

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE FINAL MAP OF GRANTLINE 208 VILLAGE 6, SUBDIVISION NO. FM-2018-001-06, AND AUTHORIZING THE EXECUTION OF THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 149-2019

WHEREAS, the City Council approved the Tentative Map for the Grantline 208 Subdivision on March 2, 2015 per Resolution No. 24-2015; and

WHEREAS, the City Engineer has determined that the Final Map for Village 6 of the subdivision is in substantial compliance with the approved Tentative Map; and

WHEREAS, the conditions of approval have been complied with; and

WHEREAS, the Map complies with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act; and

WHEREAS, the approval of the Final Map is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Regulation Section 15268(b)(3) as a ministerial approval; and

WHEREAS, the City desires to enter into a Subdivision Improvement Agreement with the developer to ensure necessary public improvements are completed and secured with a bond.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council approves the Final Map of Grantline 208 Village 6, Subdivision No. FM-2018-001-06 and authorizes the City Manager to execute a Subdivision Improvement Agreement No. 149-2019 on behalf of the City in connection with Lennar Homes of California, Inc. in a form approved by the City Attorney and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

ATTACHMENT 1

Stacy Leitner, CMC, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (hereinafter, "Agreement") entered into this _____ day of _____, 20__, by and between the City of Rancho Cordova, (hereinafter "City"), a California municipal corporation, and Lennar Homes of California, Inc., A California Corporation hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.
2. **Findings and Conditions of Subdivision Map.** Principal recognizes that approval of its subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.
3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated Grantline 208 Village 6 Subdivision No. FM-2018-001-06 and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
4. **Completion of Improvements.** In consideration of such approval, Principal

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

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

6. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

7. **Notice of Commencement of Work.** Principal shall notify the City Engineer in writing of the commencement of the work of improvements.

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

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

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

11. Improvement Security. (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova Municipal Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **\$2,059,141**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

13. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash

deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 9 of this Agreement.

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

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

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

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

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

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

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

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

21. **Construction and Interpretation.** It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF RANCHO CORDOVA

Cyrus Abhar, City Manager

LENNR HOMES OF CALIFORNIA, INC

LARRY GUALCO, VP

ATTEST:

Stacy Leitner, City Clerk, CMC

3047189.1

8/20/18

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer } ss.

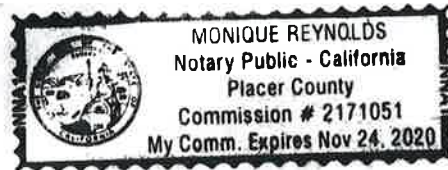
On July 25, 2019 before me, Monique Reynolds, Notary Public,
personally appeared Larry Gualco

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.

Monique Reynolds
Signature
My Commission Expires Nov. 24, 2020



OPTIONAL INFORMATION

Date of Document Grantline 208 Village 6 SIA
Type or Title of Document _____
Number of Pages in Document _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF GRANTLINE 208 VILLAGE 6.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES;

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED AS CYPRESS GROVE DRIVE, MONTBROOK WAY, NOBELTON WAY, QUANTUM WAY AND THORTONHALL DRIVE SHOWN HEREON; AND ALSO OFFER(S) FOR DEDICATION AND DO(ES) HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

A.

EASEMENTS FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

B.

EASEMENTS FOR LANDSCAPING AND ALL APPURTENANCES PERTAINING THERETO LYING ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT" (L.E.) SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. THE MAINTENANCE AND REPLANTING OF THE LANDSCAPE STRIP SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

C.

RIGHTS OF WAYS AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT" (P.E.). THE MAINTENANCE AND REPAIR OF THE WALKWAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.

D.

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

LENNAR HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

BY: _____

DATE: _____

PRINT NAME & TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC 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 _____ (PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____ EXPIRES: _____

FINAL MAP OF
GRANTLINE 208 VILLAGE 6
SUBDIVISION NO. FM-2018-001-06
BEING ALL OF LOT 6, AS SHOWN ON THE FINAL MAP OF
"GRANTLINE 208 LARGE LOT MAP", FILED IN BOOK 403 OF
MAPS, AT PAGE 6, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
SEPTEMBER 2019

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

TSD ENGINEERING, INC.
expect more.

BENEFICIARY'S STATEMENT

ARI 208, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS BENEFICIARY OF THE DEED OF TRUST DATED APRIL 6, 2018, RECORDED APRIL 6, 2018 AS DOCUMENT #201804061582, OFFICIAL RECORDS OF SACRAMENTO COUNTY HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS LARGE LOT FINAL MAP.

ARI 208, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT DEVELOPMENT CORPORATION,
A CALIFORNIA CORPORATION, ITS MANAGER

BY: _____

DATE: _____

PRINT NAME AND TITLE

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, _____ BEFORE ME, _____, A NOTARY PUBLIC 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 _____ (PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____ EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF LENNAR HOMES OF CALIFORNIA, INC. IN APRIL 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY NOVEMBER 30, 2019, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____

JOHN E. KLAMM, L.S. 7375

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

CITY ENGINEER, ALBERT STRICKER
R.C.E. 64057
EXPIRATION DATE: 9/30/20

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATE: _____

LAND SURVEYOR, CYRUS E. ABHAR,
P.L.S. 7723
EXPIRATION DATE: 12/31/19

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF GRANTLINE 208 VILLAGE 6 AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON AS CYPRESS GROVE DRIVE, MONTBROOK WAY, NOBELTON WAY, QUANTUM WAY AND THORTONHALL DRIVE, TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, SUBJECT TO IMPROVEMENT THEREOF.

DATED

CITY CLERK OF THE CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ M., IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF TSD ENGINEERING, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

_____ BY: _____

DONNA ALLRED, COUNTY RECORDER DEPUTY COUNTY RECORDER

FILE NO. _____

SHEET 1 OF 2

AGENDA ITEM 9.5

61

NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 9.916± ACRES, CONTAINING 61 RESIDENTIAL LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, CENTRAL ANGLE AND ARC LENGTH.
3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND ARE GROUND DISTANCES.
4. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
5. A GEOTECHNICAL ENGINEERING REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE KUHL & ASSOCIATES, WKA NO. 11598.01, DATED OCTOBER 5, 2017.
6. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE MEMORANDUM OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 20160520, PAGE 348, O.R.
7. THERE IS A POSTAL EASEMENT 5.00 FEET IN WIDTH ADJACENT TO ALL PUBLIC ROAD RIGHTS OF WAY SHOWN HEREON.
8. ALL REAR LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "L.S. 7375", UNLESS OTHERWISE NOTED.
9. ALL FRONT LOT CORNERS AND REAR LOT CORNERS FRONTING ALLEYS SHALL BE MONUMENTED WITH A GASH CUT IN THE BACK OF CURB OR BACK OF SIDEWALK TAGGED "L.S. 7375".

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE CENTERLINE OF QUANTUM WAY, AS SHOWN ON THE FINAL MAP OF "GRANTLINE 208 VILLAGE 1", FILED IN BOOK 408 OF MAPS, AT PAGE 2, THE BEARING OF WHICH IS GIVEN AS N89°45'55"W BETWEEN FOUND MONUMENTS SHOWN HEREON.

LEGEND

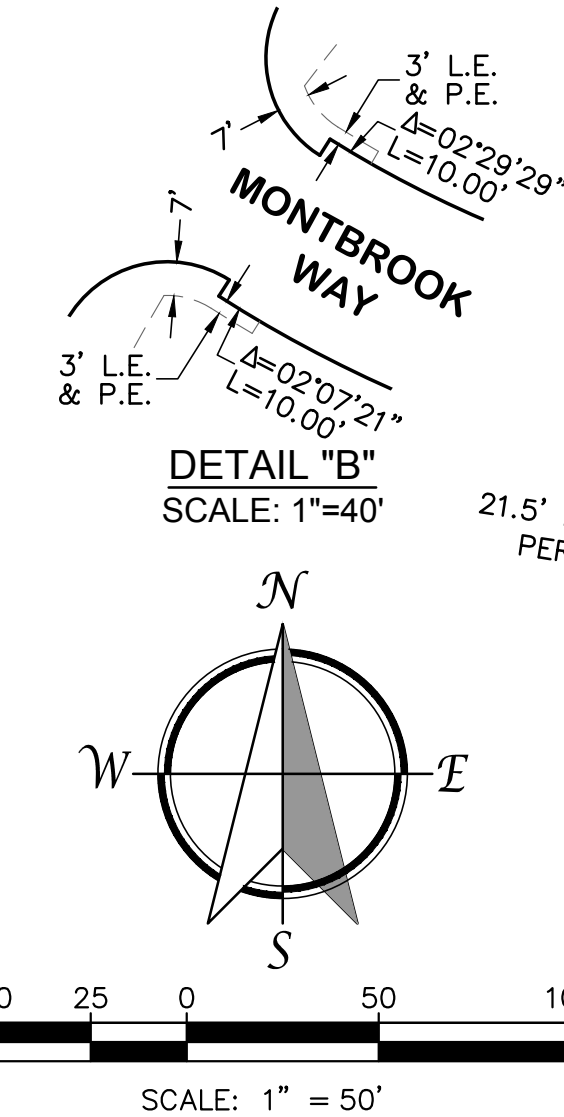
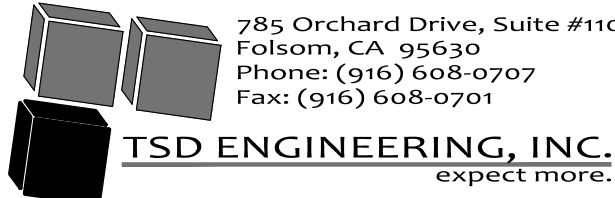
- DIMENSION POINT (NOTHING FOUND OR SET)
- FOUND 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- ◎ SET 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- L.E. LANDSCAPING EASEMENT
- (OL) OVERALL LENGTH
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- S.F. SQUARE FEET

REFERENCES

- (1) BOOK 403 OF MAPS, AT PAGE 6
- (2) BOOK 408 OF MAPS, AT PAGE 2
- (3) BOOK 408 OF MAPS, AT PAGE 3

FINAL MAP OF
GRANTLINE 208 VILLAGE 6
SUBDIVISION NO. FM-2018-001-06

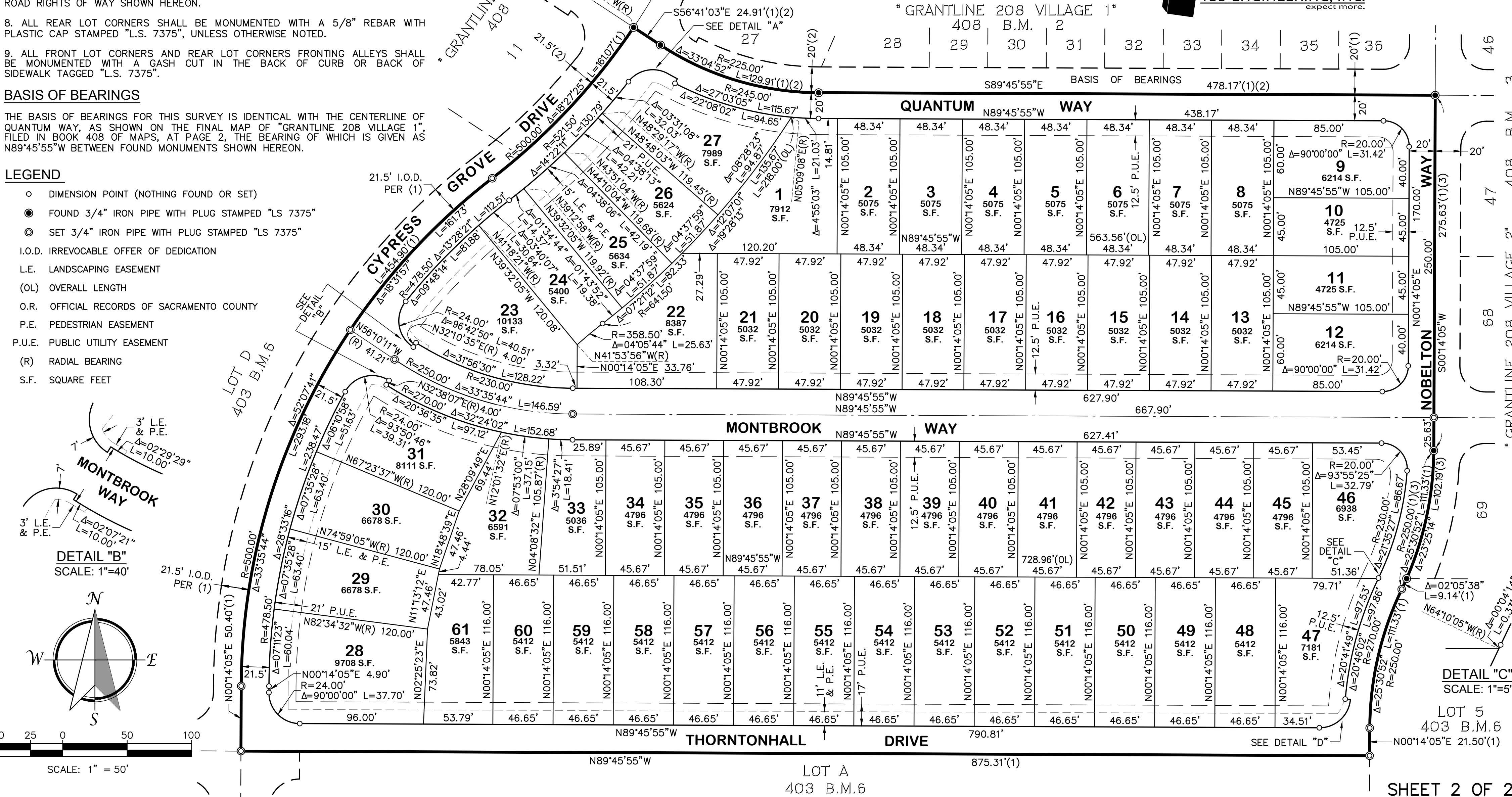
BEING ALL OF LOT 6, AS SHOWN ON THE FINAL MAP OF
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CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
SEPTEMBER 2019



DETAIL "A"
SCALE: 1"=30'

DETAIL "D"
SCALE: 1"=30'

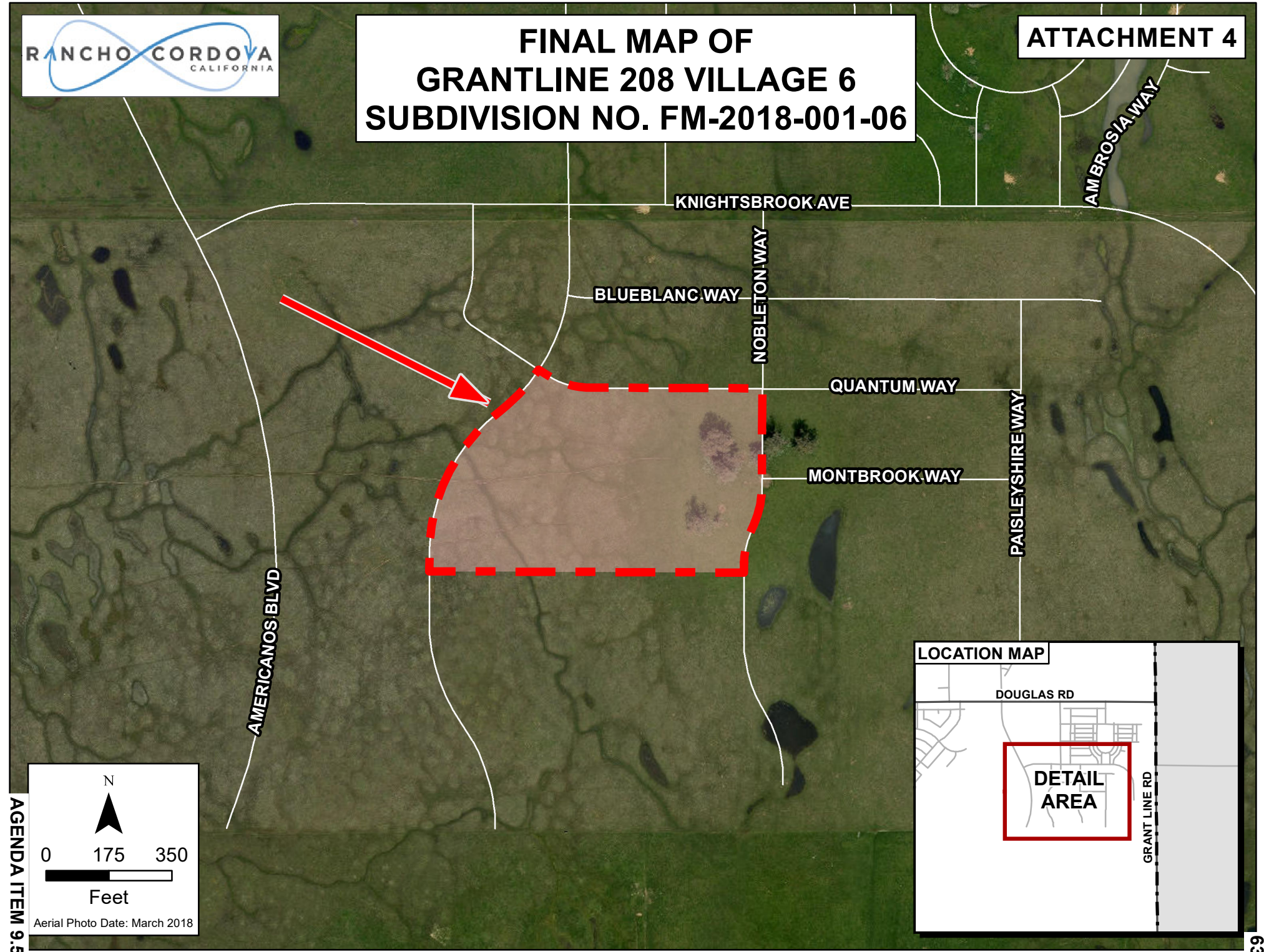
DETAIL "C"
SCALE: 1"=5'





**FINAL MAP OF
GRANTLINE 208 VILLAGE 6
SUBDIVISION NO. FM-2018-001-06**

ATTACHMENT 4



MEMORANDUM

DATE: September 3, 2019

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director
Jeanette Cervantes, Management Technician

SUBJECT: **A RESOLUTION DECLARING A PROTEST HEARING AND AUTHORIZING THE MAILING OF PROPERTY OWNER BALLOT RELATING TO THE IMPOSITION OF AN ANNUAL STORMWATER UTILITY FEE FOR THE STONECREEK INDUSTRIAL CENTER PROJECT**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Stone Creek Industrial Center project. The action also sets 1:30 p.m. on September 18, 2019 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

BACKGROUND

The Stonecreek Industrial Center project has a condition of approval which requires funding for operation and maintenance of the storm drainage system. This condition will be satisfied by the participation in the new Stormwater Utility Fee for storm drainage and flood protection services which is the subject of tonight's action.

The property owner of the Stonecreek Industrial Center project has requested the City annex the project to the City's Stormwater Utility Fee pursuant to the California Health and Safety Code Section 5471 et seq. to provide the method of financing for storm drainage and flood protection services required to meet the condition.

On August 19, 2019, Council adopted a Resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and designated September 3, 2019 at 5:30 p.m. as the time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Stonecreek Industrial Center project.

DISCUSSION

The property owner has submitted a petition and waiver for the City to institute the proceedings to participate in the Stormwater Utility Fee. This annexation to the Stormwater Utility Fee will include the project generally known as the Stonecreek Industrial Center project, see Attachment 2. The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection systems.

Attachment 1 is the Resolution declaring the results of the property owner protest and authorizing the mailing of the property owner ballot, as required by Article XIII D of the California Constitution (also known as Proposition 218). The resolution sets forth the tabulation of ballots on September 18, 2019 at 1:30 p.m. in the office of the City Clerk. The results of the mailed ballot election will be presented to City Council at their regularly scheduled meeting October 7, 2019 and additional actions will be recommended based the ballot results.

A "Rate Analysis Report" was approved by City Council on September 4, 2014 by Resolution 103-2014 setting Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel, see Attachment 3. The maximum annual fee will increase each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics.

A sample of the Stormwater Utility Fees for Fiscal Year 2019-2020 are summarized in the following table:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$131.64
Single Family Residential (SFR2)	0.22	\$144.80
Single Family Residential (SFR3)	0.30	\$154.69
Single Family Residential (SFR4)	0.40	\$164.54
Single Family Residential (SFR5)	1.00	\$164.54
Multi-Family Residential (MFR1)	5.00	\$1,151.95
Commercial	1.00	\$1,234.24
Industrial	1.00	\$1,316.54
Schools	5.00	\$822.83
Private Recreation	1.00	\$411.40
Parks/Greenbelts	2.00	\$164.54
Public Property (with structures)	2.00	\$493.68

ATTACHMENTS

1. Resolution
2. Boundary Map
3. Rate Analysis Report

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE PROPERTY OWNER PROTEST AND AUTHORIZING THE MAILING OF A PROPERTY OWNER BALLOT RELATING TO THE IMPOSITION OF AN ANNUAL STORMWATER UTILITY FEE FOR STONECREEK INDUSTRIAL CENTER PROJECT

WHEREAS, this Council has received petitions and waivers from the owners of not less than 100% of the area of land proposed to be annexed into the Stormwater Utility Fee; and

WHEREAS, on August 23, 2019 the City Clerk caused a notice of the time and place of the hearing thereon and on the proposed annexation to the Stormwater Utility Fee to be published and such public hearing was opened on September 3, 2019; and

WHEREAS, the Council adopted Resolution 103-2014 approving a written report entitled, "Rate Analysis Report", dated September 4, 2014 (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, this Council adopted a Resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and set the date of public hearing; and

WHEREAS, this Council has conducted the public hearing and all interested persons have been afforded the opportunity to be heard, and the City Council has considered all protests against the annexation to the Stormwater Utility Fee; and

WHEREAS, there was no majority protest of the owner of the Identified Parcel subject to the Proposed Stormwater Utility Fee.

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

1. The foregoing recitals are true and correct.
2. The City Clerk is hereby authorized and directed to mail a property owner ballot in accordance with law and the Procedures.
3. The date of the ballot tabulation shall be September 18, 2019 at 1:30 pm.
4. The date of the Council Meeting to report the results of the mailed ballot election shall be October 7, 2019 at 5:30 or as soon thereafter as the matter may be heard.

ATTACHMENT 1

5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8714 to answer inquiries regarding the ballot proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

ATTACHMENT 2

**CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 19
(STONECREEK INDUSTRIAL CENTER)**





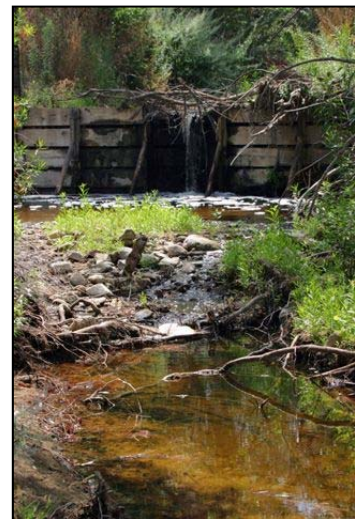
Rate Analysis Report

for the

Stormwater Utility Fee

For the

City of Rancho Cordova



August 7, 2014

Introduction

The City of Rancho Cordova (City) is detaching from the County of Sacramento fee and is creating their own Stormwater Utility Fee, which is being levied per the California Health and Safety Code Section 5471 et seq.

The purpose of this Rate Analysis Report is to:

- Review the Stormwater Utility Fee and improvements to be funded.
- Review the requirements of Article XIID of the State Constitution (Proposition 218) relating to requirements for apportioning the costs associated with the City's stormwater runoff system.
- Analyze and recommend an appropriate rate structure and provide estimated rates based on cost data information provided by the City.

Proposition 218 Requirements

This fee must comply with the provisions of Article XIID of the California Constitution (Proposition 218). Section 6 of Proposition 218 has the following requirements for all "new, extended, imposed or increased" fees and charges:

- 1) "Revenues derived from the fee or charge shall not exceed the funds required to provide the property-related service."
- 2) "Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed."
- 3) "The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel."
- 4) "No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question. Fees or charges based on potential or future use of service are not permitted. Standby charges, whether characterized as charges or assessments, shall be classified as assessments and shall not be imposed without compliance with [the assessment section of this code]."
- 5) "No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services where the service is available to the public at large in substantially the same manner as it is to property owners."

Background Information

In accordance with the Federal Clean Water Act of 1972, the United States Environmental Protection Agency (EPA) is required to establish regulations setting forth National Pollution Discharge Elimination System (NPDES) permit standards. The enactment of 1987 amendments to the Federal Clean Water Act (Act) of 1972 imposes permit requirements for discharge of storm waters. The Act allows the EPA to delegate its NPDES permitting authority to states with an approved environmental regulatory program. The State of California is one of the delegated states.

The responsibility for implementing various NPDES permits in the State of California has been delegated to the State Water Resources Control Board (SWRCB). The SWRCB administers NPDES authority through its nine Regional Boards. As an NPDES permittee, the City is required to manage stormwater pollution within its jurisdiction.

In order to provide for the safety of the residents of the City and protect property in the City from the damage associated with flooding and to meet the requirements of the NPDES permit, it is necessary to design, construct, operate, maintain, improve and replace storm drainage facilities which collect storm and surface water runoff and convey and treat such runoff in a safe manner to an acceptable point of discharge. It is also necessary to inspect, monitor, and take enforcement action related to illegal dumping, and illicit discharges. In order to properly fund such facilities and activities, the City has determined that it is necessary to impose on all developing properties in Rancho Cordova a user charge for storm drainage service.

Based on the 2030 General Plan and current specific plan areas, Rancho Cordova is expected to develop as shown in Table 1 below. The proposed boundary for the stormwater utility is shown in Appendix A.

Table 1 – Land Use

	Land Use/ Zoning Description	Total Acres	Total Units
Residential:			
LDR	SF (2.1-6.0 DU/AC)	2,635	13,156
	MD (6.1-12 DU/AC)	322	2,524
MDR	MD (6.1-18.0 DU/AC)	1,852	13,231
	MD (14.0-29.9 DU/AC)	60	885
HDR	HD (18.1-40.0 DU/AC)	192	4,372
	HD (30+ DU/AC)	30	825
	Residential Total	5,090	34,993
Non-Residential:			
VC	Village Commercial	202	
LTC	Local Town Center	134	
RTC	Regional Town Center	172	
BP	Business Park	158	
MP	Industrial Park	283	
Education:			
HS/MS	High School/Middle School	356	
MS	Middle School	20	
ES	Elementary School	102	
Open Space & Public:			
CP	Community Park	313	
P/QP	Public/Quasi Public	37	
NP	Neighborhood Park	194	
SWD	Storm Water Detention	186	
WP	Wetland Preserve	745	
DP	Drainage Parkway	270	
PR	Private Recreation	63	
OS	Open Space	168	
OS/P	Open Space/Preserve	279	
LC	Landscape Corridors	123	
GB	Green Belts	54	
ROW	Right-of-way	596	
BR/WP	Reservoir / Wetland Preserve	528	
S	Sewer Lift Station / Utility Substa	14	
	Vacant (unknown dev plan)	595	
	Total Non-residential	5,590	
	Total Residential & Non-Res	10,680	

A more detailed land use table by development area is shown in Appendix D.

This development is expected to require significant stormwater drainage and flood control facilities. Based on the development area and improvements that were required in four (4) recent developments

within the County of Sacramento, Table 2 summarizes the improvements that are expected once development is complete.

Table 2 – Expected Improvements

Infrastructure Type	Quantity	
Inlets	6,400	LF
Manholes	4,460	LF
66" Pipe	3,950	LF
60" Pipe	10,280	LF
54" Pipe	11,140	LF
48" Pipe	10,210	LF
42" Pipe	28,620	LF
36" Pipe	42,420	LF
30" Pipe	51,050	LF
27" Pipe	540	LF
24" Pipe	91,960	LF
21" Pipe	2,230	LF
18" Pipe	100,300	LF
15" Pipe	101,300	LF
12" Pipe	529,890	0
10" Pipe	4,170	0
Creeks and Channels	80	AC
Basins	320	AC

Services Funded

Expenditures from the revenue generated from the Stormwater Utility Fee are intended to comply with the requirements set forth in the NPDES permit. The activities and services funded by this fee include, but are not limited to:

1. Administration and oversight of the requirements set forth in the NPDES permit to City departments, developments, and local agencies.
2. Respond to and investigate incidents of illicit discharges and illegal connections to the storm drain system.
3. Periodically inspect facilities for proper handling of materials, chemicals, pollutants, garbage, waste, and debris and prevent any discharges to the storm drain system.
4. Regularly clean and maintain catch basins, the flowline, and storm drainage facilities.
5. Installation and maintenance of water quality devices required to keep pollutants out of the storm drain system.
6. Discourage illegal dumping or discharge of pollutants into the storm drain system by stenciling all City-owned catch basins with a "No Dumping" message.
7. Augment public education and outreach programs in regards to the proper use and function of the storm drainage system and the receiving waters.

8. Develop programs to promote, publicize, and facilitate public reporting of illicit discharges to the storm drain system.
9. Encourage the proper disposal of household hazardous waste (HHW) to prevent the improper disposal to the storm drain system or to the sewer system.
10. Discourage the improper disposal of litter, garden clippings, leaves, and pet waste into the street or the storm drain system.
11. Capital replacement of storm drainage and flood control improvements at the end of the expected useful life for such improvements.

Rate Structure Analysis

Section 6.b of Article XIID of the State Constitution (Proposition 218) states that:

“The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership shall not exceed the proportional cost of the service attributable to the parcel.”

and

“No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question.”

By definition, all properties that shed stormwater into the City’s stormwater drainage system use, or are served by, the City’s stormwater drainage system. The amount of use attributed to each parcel is measurable by the amount of storm runoff contributed by the property, which is directly proportional to the amount of impervious area on a parcel (such as buildings and concrete). The more impervious area on a property, the more storm runoff the property generates, the more demand placed on the storm drain system.

The amount each parcel uses the stormwater drainage system is computed by the following formula:

$$(\text{Parcel Area}) \times (\text{Impervious Percentage}) = \text{Drainage Units}$$

The typical percent impervious (% Impervious) for land uses in the City, have been applied for the purposes of estimating the runoff generated by each property. These are shown in Appendix B.

The more Drainage Units a parcel has, the more storm run-off it generates, and the more it uses and impacts the stormwater drainage system.

It is standard practice to relate other land uses to a developed single family residential (SFR) parcel, instead of working exclusively with drainage units. The median size of a SFR parcel will be approximately 0.16 acre. Therefore, it makes sense to relate all parcels to this median residential property. The runoff from a 0.16-acre SFR parcel is set equal to one Drainage Measurement Unit (DMU) and this base DMU is calculated as follows:

$$(0.16 \text{ acres of area}) \times 50\% = 0.0800 \text{ Impervious Area} = 1 \text{ DMU}$$

Single Family Residential Parcels

As a SFR property increases in size over the median parcel size, the typical percentage of impervious area decreases, as shown in Appendix B. Conversely, as a SFR parcel decreases in size below the median parcel size, the typical percentage of impervious area increases, and such increase is typically proportional to the decrease in size. Therefore, SFR properties are separated into five (5) groups. The median parcel area for each group was used and their DMUs are calculated as follows:

<u>SFR Category</u>	<u>DMU/ Formula</u>
SFR1 – SFR parcels 0.16 acres or less	1.00 DMU
SFR2 – SFR parcels 0.17 - 0.25 acres	1.10 DMUs
SFR3 – SFR parcels 0.26 – 0.33 acres	1.175 DMUs
SFR4 – SFR parcels 0.34 – 0.50 acres	1.25 DMUs
SFR5 – SFR parcels greater than 0.50 acres	$1.25 + \frac{[(\text{acres} - 0.50) \times 5\%]}{0.0800} = \text{DMUs}$

Multi-Family Residential Parcels

Multi-Family Residential (MFR) units (including condominiums) are split into categories by the density, or number of dwelling units per acre (DU/Ac) as follows:

<u>MFR Category</u>	<u>Density</u>	<u>% Impervious</u>
MFR1 - High Density	Greater than 18 DU/Ac	75%
MFR 2 - Med Density	10 – 18 DU/Ac	70%

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

Condominium unit parcel areas are calculated by dividing the total area of the condominium complex (which includes the common area) by the number of condominium units, and the total imperviousness of the entire complex is attributed to each individual condo parcel in the complex. (This divides the runoff of the entire complex to each of the individual units.) Because these condominium common areas are taken into consideration in this manner, they are exempt from the charge.

Non- Residential Parcels

All non-residential parcel DMUs will be based on the impervious area (runoff coefficient) table shown in Exhibit B, using the following formula:

$$\frac{\text{Acreage} \times \% \text{Impervious}}{0.0800} = \text{DMUs}$$

All parcels draining into Rancho Cordova Stormwater Utility Fee-maintained drainage infrastructure are proposed to be charged the same user fee rate per DMU for stormwater runoff treatment. The Rancho Cordova Stormwater Utility Fee is proposed in perpetuity.

For the purposes of this report, City-maintained drainage infrastructure includes streets, pipes, inlets, outlets, and natural drainage courses. Parcels related to these types of property uses are exempt from the runoff charge, as they are part of the infrastructure being funded. Also exempt from the runoff charge is Caltrans right-of-way, because Caltrans handles its own runoff under a separate NPDES permit.

Drainage units may be adjusted based on appeal from the property owner. See the Appeals Process below.

Table 3, below, provides a preliminary summary of DMUs for the various land uses in Rancho Cordova.

Table 3 – Drainage Measurement Unit Summary Table

Landuse Description	Number of Units	Total Area (acres)	Impervious Area (acres)	DMUs
SINGLE FAMILY RESIDENTIAL (SFR1)	15,107	2,028		15,107.00
SINGLE FAMILY RESIDENTIAL (SFR2)	13,790	2,776		15,169.00
SINGLE FAMILY RESIDENTIAL (SFR3)	14	4		16.45
SINGLE FAMILY RESIDENTIAL (SFR4)				-
SINGLE FAMILY RESIDENTIAL (SFR5)				-
MULTI-FAMILY RESIDENTIAL (MFR1)	6,082	282		2,639.06
COMMERCIAL		666	499	6,240.00
INDUSTRIAL		283	226	2,830.00
SCHOOLS		478	239	2,985.00
PRIVATE RECREATION		63	16	195.31
PARKS/GREENBELTS		561	140	1,752.47
PUBLIC		51	15	190.13
TOTAL	34,993	7,190		47,124

Cost Estimate

Table 4 below shows the estimated costs to maintain infrastructure in the developing areas. Unit costs for maintenance were derived using budget information provided by the County, since the County currently maintains the storm drainage system. The budget information is shown in Appendix C.

Table 4 – Estimated Costs

	Estimated Quantity	Unit	Cost (\$/unit)	Frequency	Total Cost/Year
Maintenance Costs:					
Trunk Lines (larger than 24") - TV Lines	158210	LF	\$ 7.50	25 years	\$ 47,463.00
Drainage Lines 10"-24" Cleaning	829850	LF	\$ 3.00	10 years	\$ 248,955.00
Drainage Lines 10"-24" TV	829850	LF	\$ 7.50	25 years	\$ 248,955.00
Creek and Channel Maintenance and Repair	65070	LF	\$ 0.75	1 year	\$ 49,009.83
Pipe Repairs	998920	LF	\$ 0.45	1 year	\$ 451,380.43
Creeks and Channels Mowing	80	AC	\$6,825	1 year	\$ 546,000.00
Creeks and Channels Herbicides	80	AC	\$680	1 year	\$ 54,400.00
HydroMod Basin Maintenance	320	AC	\$4,830	1 year	\$ 1,545,600.00
Basin De-silt	320	AC	\$1,000	25 years	\$ 12,800.00
Basins Herbicides	320	AC	\$761	1 year	\$ 243,360.00
Replacement Costs:					
Inlets	6400	EA	\$2,000	75 years	\$170,667
Manholes	4460	EA	\$3,500	75 years	\$208,133
66" Pipe	3950	LF	\$550	100 years	\$21,725
60" Pipe	10280	LF	\$475	100 years	\$48,830
54" Pipe	11140	LF	\$400	100 years	\$44,560
48" Pipe	10210	LF	\$325	100 years	\$33,183
42" Pipe	28620	LF	\$275	100 years	\$78,705
36" Pipe	42420	LF	\$225	100 years	\$95,445
30" Pipe	51050	LF	\$175	100 years	\$89,338
27" Pipe	540	LF	\$150	100 years	\$810
24" Pipe	91960	LF	\$125	100 years	\$114,950
21" Pipe	2230	LF	\$115	100 years	\$2,565
18" Pipe	100300	LF	\$105	100 years	\$105,315
15" Pipe	101300	LF	\$95	100 years	\$96,235
12" Pipe	529890	LF	\$85	100 years	\$450,407
10" Pipe	4170	LF	\$75	100 years	\$3,128

Total: \$5,011,917

Annual Fee Administration: \$45,000

Operating (Cash Flow) Reserve (10% of Maintenance Costs): \$344,792

Estimated Total: **\$5,401,709**

Fee Calculations

The estimated annual costs for the proposed storm drain improvements are \$5,401,709 as shown in Table 4 above. Dividing that by the total number of proposed DMU's in Rancho Cordova (47,124), the maximum estimated annual Stormwater Utility Fee rate is **\$114.63 per DMU**.

This would be the proposed maximum fee rate for fiscal year 2014-15. The maximum rate will be increased each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index should the stated index be discontinued, as determined by the Director of Public Works).

The actual rate to be levied each year will be as approved by the City at a public hearing, after they consider an Annual Fee Report outlining the estimated annual costs of the program for the ensuing fiscal year.

Table 5 provides sample fee calculations for various land uses and parcel sizes.

Table 5 – Sample Calculations

Land Use Description	Total Area (acres)	Impervious Area (acres)	DMUs	Sample Fee
SINGLE FAMILY RESIDENTIAL (SFR1)	0.16		1.000	\$ 114.63
SINGLE FAMILY RESIDENTIAL (SFR2)	0.22		1.100	\$ 126.09
SINGLE FAMILY RESIDENTIAL (SFR3)	0.30		1.175	\$ 134.69
SINGLE FAMILY RESIDENTIAL (SFR4)	0.40		1.250	\$ 143.28
SINGLE FAMILY RESIDENTIAL (SFR5)	1.00		1.563	\$ 179.10
MULTI-FAMILY RESIDENTIAL (MFR1)	5.00	3.75	46.875	\$ 5,373.12
COMMERCIAL ¹	1.00	0.75	9.375	\$ 1,074.62
INDUSTRIAL	1.00	0.80	10.000	\$ 1,146.27
SCHOOLS	5.00	2.50	31.250	\$ 3,582.08
PRIVATE RECREATION	1.00	0.25	3.125	\$ 358.21
PARKS/GREENBELTS	2.00	0.20	2.500	\$ 286.57
PUBLIC	2.00	0.60	7.500	\$ 859.70

¹ Average of Downtown and Neighborhood Commercial as shown in Appendix B

The Preliminary Charge Roll, which is a listing of each parcel to be charged a fee and its proposed maximum fee for FY 2014-15, is on file in the office of the City Clerk.

Appeals Process

If a property owner disagrees with the calculation of his or her fee, based on the parcel area and estimated impervious percentage assigned to the property, then the property owner may appeal the calculation as follows:

- Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:
 - The name, phone number, mailing address, and email address, if available, of the property owner.
 - The Assessor's Parcel Number (APN) of the property in question.
- If additional documentation is required or insufficient documentation was submitted, a representative of the Department of Public Works (Staff) will notify the property owner in writing.
- Once Staff has determined that sufficient documentation has been submitted, Staff will perform the initial review. Staff will notify the property owner in writing within four (4) weeks from the time sufficient documentation was submitted as to whether or not the fee amount will be changed.
 - If the determination is to change the fee amount, then the new fee amount will be documented within the City's fee database.

- b. If the determination is that the fee should not be changed, the property owner can appeal Staff's decision to the Director of Public Works. The appeal must be made in writing and returned no later than four (4) weeks from the date of mailing of Staff's initial review decision. The Director of Public Works will notify the property owner in writing within four (4) weeks from the date of receipt of the appeal as to whether or not the fee amount will be changed.

If the owner of any parcel shall have reason to feel that the computation of the DMU for his/her parcel is not correct, that person may file an appeal with the Director of Public Works in the manner prescribed by the Director of Public Works. The Director of Public Works will consider all data provided by the appellant and shall render a decision in writing. The decision of the Director of Public Works will be final with respect to City action on the appeal.

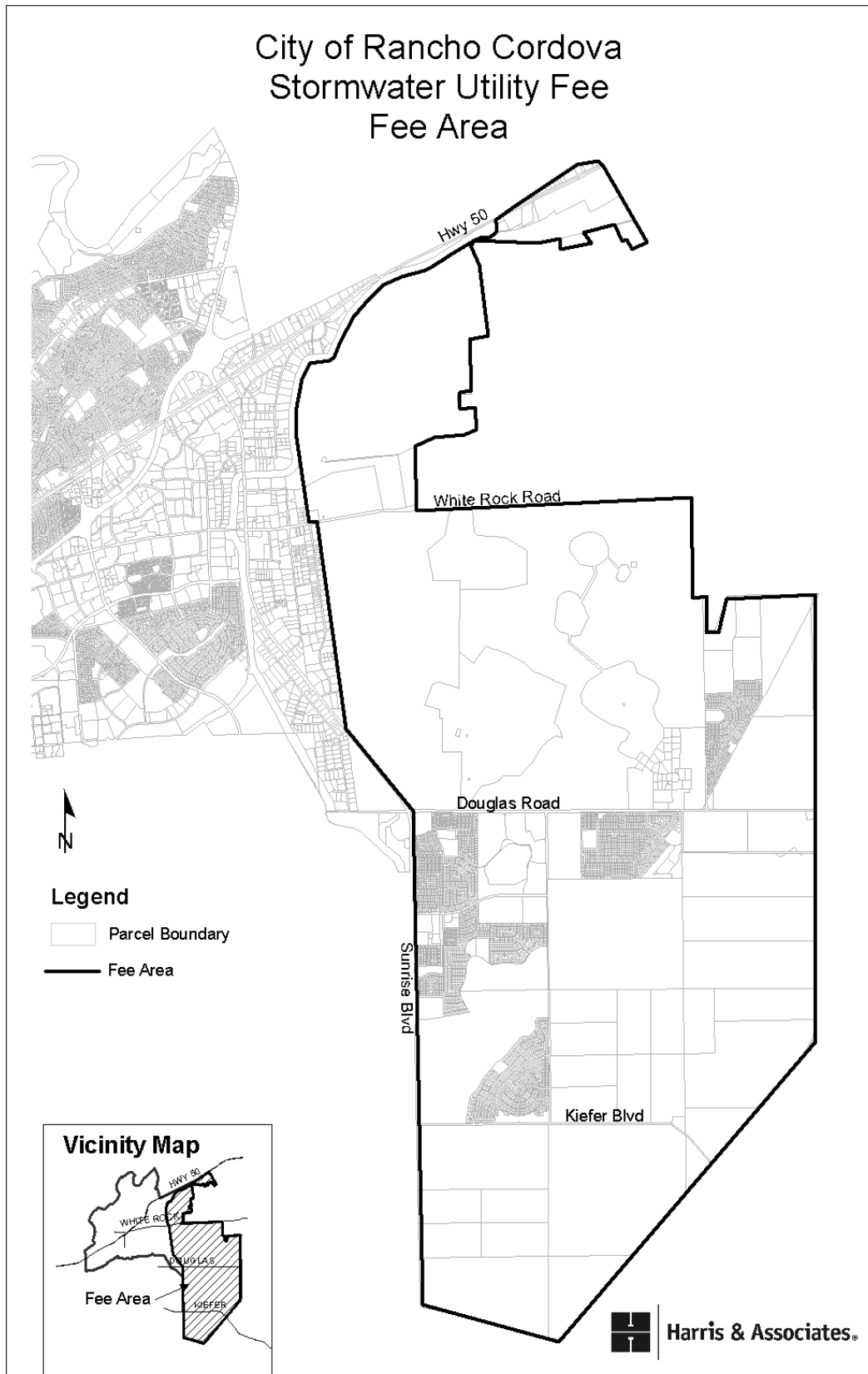
Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement will be provided to the property owner by the City.

Respectfully submitted:

Harris & Associates

Dennis A. Anderson
Senior Project Manager

APPENDIX A



APPENDIX B

Runoff Coefficient

Land Use	Impervious
Single Family Residential less than 0.166 acres	50%
Single Family Residential 0.166 acres to 0.250 acres	40%
Single Family Residential 0.251 acres to 0.330 acres	30%
Single Family Residential 0.331 acres to 0.500 acres	25%
Single Family Residential Over 0.500 acres (excluding the first 0.500 acres)	5%
High-Density Residential (including Apartments and Mobile Home Parks)	75%
Condominiums	70%
Commercial Downtown Areas ¹	80%
Commercial Neighborhood Areas	70%
Industrial	80%
Schools	50%
Parks	25%
Greenbelts	10%

Footnotes:

¹ City of Rancho Cordova Municipal Code Chapter 15.

Sources:

1. Yolo County City/County Drainage Manual, February 2010.
2. Stormwater Quality Design Manual for the Sacramento and South Placer Regions, May 2007.

Appendix C

Cost Information

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Pipe Repair Costs

Budget Classification		Repair Type	Actual Expenditures for FY 11/12	FY 13/14 Budget
County North				
	OCUO	Drain Line Upgrade or Repair	\$ 630,912.90	\$ 630,912.90
	OFFO	Fence Repair	\$ 19,343.41	\$ 19,343.41
	OHKO	Inlet Outfall Repair	\$ 455,724.02	\$ 455,724.02
	OMSO	Erosion Control	\$ 26,189.60	\$ 26,189.60
	OY8O	Manhole Repair	\$ 63,362.44	\$ 63,362.44
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	36.39%	\$ 435,026.56	\$ 435,026.56
		Total Budget=	\$ 1,630,558.93	\$ 1,630,558.93
County South				
	OCUO	Drain Line Upgrade or Repair	\$ 105,317.24	\$ 105,317.24
	OFFO	Fence Repair	\$ 35,802.01	\$ 35,802.01
	OHKO	Inlet Outfall Repair	\$ 214,660.90	\$ 214,660.90
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 8,585.40	\$ 8,585.40
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 85,667.45	\$ 85,667.45
		Total Budget=	\$ 450,033.00	\$ 450,033.00
Rancho Cordova				
	OCUO	Drain Line Upgrade or Repair	\$ 222,809.74	\$ 229,850.53
	OFFO	Fence Repair	\$ 26,326.14	\$ 27,158.05
	OHKO	Inlet Outfall Repair	\$ 224,877.26	\$ 231,983.38
	OMSO	Erosion Control	\$ -	\$ -
	OY8O	Manhole Repair	\$ 4,498.84	\$ 4,641.00
	RAMP	ADA Compliant Ramp	\$ -	\$ -
	Overhead	23.51%	\$ 112,504.88	\$ 116,060.03
		Total Budget=	\$ 591,016.86	\$ 609,692.99
Total LF of Pipes				
		County	7,865,755	7,865,755
		Rancho Cordova	1,349,271	1,349,271
Cost/LF of pipe for Repairs				
		County	\$ 0.26	\$ 0.26
		Rancho	\$ 0.44	\$ 0.45

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Creek and Channel Cleaning

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
County	OCCO	Inspect Channels	\$ 149,684.06	\$ 149,684.06
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 203,337.83	\$ 203,337.83
	OF8O	Sandbag Distribution	\$ 5,184.60	\$ 5,184.60
	OFCO	Drainage Response	\$ 82,451.66	\$ 82,451.66
	OFDO	Concrete Channel Cleaning Bobcat	\$ 552,150.54	\$ 552,150.54
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ 191,840.84	\$ 191,840.84
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ 2,720.90	\$ 2,720.90
	OMRO	Channel Cleaning Mechanical	\$ 49,087.50	\$ 49,087.50
	OORC	Rodent Control	\$ 32,695.06	\$ 32,695.06
	OTVD	Tree Removal	\$ 79,463.44	\$ 79,463.44
	OVDO	Dry Spoil Dumping	\$ 8,137.34	\$ 8,137.34
	OWCO	Weed Control Chemical		
	Overhead	36.39%	\$ 493,691.29	\$ 493,691.29
	Total Budget=		\$ 1,850,445	\$ 1,850,445
County	OCCO	Inspect Channels	\$ 1,797.15	\$ 1,797.15
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ -	\$ -
	OF8O	Sandbag Distribution	\$ 2,464.80	\$ 2,464.80
	OFCO	Drainage Response	\$ 1,293.11	\$ 1,293.11
	OFDO	Concrete Channel Cleaning Bobcat	\$ 144,294.58	\$ 144,294.58
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ 57,345.54	\$ 57,345.54
	OLDO	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ 32,935.75	\$ 32,935.75
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ 214,736.46	\$ 214,736.46
	OVDO	Dry Spoil Dumping	\$ -	\$ -

Budget Classification		Repair Type	Actual Expenditures FY 11/12	FY 13/14 Budget
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 106,945.71	\$ 106,945.71
	Total Budget=		\$ 561,813	\$ 561,813
Rancho Cordova	OCCO	Inspect Channels	\$ -	\$ -
	ODSO	Clean, Inspect trach Racks and Box Culverts	\$ 413.30	\$ 413.30
	OF8O	Sandbag Distribution	\$ -	\$ -
	OFCO	Drainage Response	\$ -	\$ -
	OFDO	Concrete Channel Cleaning Bobcat	\$ 65,905.39	\$ 65,905.39
	OHWO	Vegetation Removal County Forces		
	OJZO	Clean and Inspect Outfall Structures	\$ -	\$ -
	OLCO	Access Road Maintenance	\$ -	\$ -
	OLD0	Mowing		
	OMPO	Expose Pipe End Mechanically	\$ -	\$ -
	OMRO	Channel Cleaning Mechanical	\$ -	\$ -
	OORC	Rodent Control	\$ -	\$ -
	OTVD	Tree Removal	\$ -	\$ -
	OVDO	Dry Spoil Dumping	\$ -	\$ -
	OWCO	Weed Control Chemical		
	Overhead	23.51%	\$ 15,592.45	\$ 15,592.45
	Total Budget=		\$ 81,911	\$ 81,911
Total LF of Channels				
		Rancho Cordova (unlined)	74,628	74,628
		Rancho Cordova (lined)	37,562	37,562
		Total Rancho Cordova	112,189	112,189
		County (unlined)	1,677,768	1,677,768
		County (lined)	216,153	216,153
		Total County	1,893,920	1,893,920
Cost/LF of Channel for Cleaning:				
		County	\$ 1.27	\$ 1.27
		Rancho	\$ 0.73	\$ 0.75

* Costs were increased for 12/13 based on comparing actual expenditures in 11/12 with actual expenditures in 12/13.

County of Sacramento/City of Rancho Cordova
Current Storm Drain Maintenance Costs

Activity	Size/Location	Cost/LF	Frequency	Notes
Pipes/Channels				
Hydro Cleaning	6"-24"	\$ 3.00	10 years	
TV Lines	all	\$ 7.50	25 years	
Creek and Channel Cleaning	Rancho	\$ 0.75	each year	Within SWU Budget
	Sac County	\$ 1.27		
Pump Maintenance	Covered within budget			Per County Staff Assume no pumps in new areas.
Repairs	2 crews year round	SWU funds support this		
Hydromod Basin		cost/ac		
Maintenance		\$ 4,830.00	annul	see detailed estimate
Herbicides		\$ 325.00	2 x's/year	
Additional costs				
Pesticide Control Advisor		\$ 20,000.00	annually	
Engineering admin support with regulatory agencies		10%	of maint costs/year	
Supervisors and managers		5%	of maint costs/year	

Hydromod Basin Maintenance

Basin Maintenance Costs	Cost per Acre
Trash Clean-up and Disposal (4 x's/year)	\$ 1,200
Mowing (2 x's/year)	\$ 200
Inspection 4 x's/year	\$ 1,600
Erosion Repair	\$ 800
Vegetation and Landscape Maintenance	\$ 800
Sub-total	\$ 4,600
Over-head Mark-up (5%)	\$ 230
Total Cost	\$ 4,830

Inspection Includes: Examine gates, fences and access ramp for damage and overgrown vegetation, check basin slopes for erosion, excess vegetation, debris and animal burros, check flow line for excess vegetation and sediment, check for erosion at water line, large/floating debris, and excess vegetation. Check for debris, creacks and instructure, and erosion at inlets and outlets. Also check access control racks for debris and to snrue they are locked and secured. Check riprap at inlet weir

Appendix D

Detailed Land Use Data

ATTACHMENT 3

**Storm Drain User Fee
City of Rancho Cordova
December 20, 2013**

AC, Landuse & units derived from GIS/Aerials

		Arista Del Sol		Arboretum		Douglas 98		Douglas 103		Grantline 208		Montelena		Rio Del Oro		Suncreek		The Ranch (Sunridge)		Sunridge Lot J		Westborough		North Douglas II		Heritage Falls		Anatolia IV		Anatolia		Sunridge				
	Land Use/ Zoning Description	AC	Units	AC	Units	AC	Units	AC	Units	AC	Units	AC 2012	Units 2012	AC	Units	AC 2013	Units 2012		AC 2013	Units 2012	Est.	Units 2013	AC	Units	AC	Units	AC	Units	AC	Units	GIS AC	GIS Units	GIS AC	GIS Units	Total Acres	Total Units
Residential:																																				
LDR	SF (2.1-6.0 DU/AC)	35.3	176	144.8	698			3.7	14	44.7	276	71.4	388	1,518.5	7,593	179.4	899		142.3	694	35.8	179	347.2	1,580	17.70	153.00	72.20	303.00	21.60	203.00					2,635	13,156
	MD (6.1-12 DU/AC)															321.5	2,524																	322	2,524	
MDR	MD (6.1-18.0 DU/AC)	83.8	556	290.0	2,334 ^a	94.2	528	28.2	287	42.8	227	54.4	402	256.0	2,048	43.7	286 ^c		105.4	685	17.5	192	146.8	1,389			92.10	525.00			450.8	2,831	146.4	941	1,852	13,231
	MD (14.0-29.9 DU/AC)			60.4	885																													60	885	
HDR	HD (18.1-40.0 DU/AC)													98.0	1,960	44.2	980		12.2	378 [*]			30.4	922			6.80	132.00							192	4,372
	HD (30+ DU/AC)			29.5	825																														30	825
	Residential Total	119.1	732	524.7	4,742	94.2	528	31.9	301	87.5	503	125.8	790	1,872.5	11,601	588.8	4,689		259.9	1,757	53.3	371	524.4	3,891	17.7	153	171	960	22	203	450.8	2,831	146.4	941	5,090	34,993
Non-Residential:																																				
VC	Village Commercial			16.9				19.5				16.6		20.0		22.0		13.5					93.3												202	
LTC	Local Town Center			30.4										20.0									83.5												134	
RTC	Regional Town Center			0.9										113.0		58.4																			172	
BP	Business Park	6.6		65.0										86.0																					158	
MP	Industrial Park													283.0																					283	
Education:																																				
HS/MS	High School/Middle School			72.6										78.0		110.9 ^b							94.0 ^b												356	
MS	Middle School													20.0																					20	
ES	Elementary School			21.2								10.6		54.0													5.50		10.8						102	
Open Space & Public:																																				
CP	Community Park	11.4		60.7						7.8				107.0		44.9		29.3					52.3												313	
P/QP	Public/Quasi Public			2.0								3.2		7.5		12.3							10.6							1.1					37	
NP	Neighborhood Park	3.1		3.8		8.2		5.2		3.4		20.8		67.5		17.0		8.6		6.4					0.71	17.20		3.70	21.2		7.0			194		
SWD	Storm Water Detention	4.0								15.0		9.6		39.0		53.5		24.3							4.00	17.40			9.5		9.6			186		
WP	Wetland Preserve	55.8						43.8		81.0		54.5		510.0																					745	
DP	Drainage Parkway													138.0		5.0							104.6				15.30			7.2			270			
PR	Private Recreation													54.0													4.20		4.3					63		
OS	Open Space			144.5										22.0											0.60	0.80								168		
OS/P	Open Space/Preserve													12.0		45.6		174.0					47.7											279		
LC	Landscape Corridors	1.1				2.8								82.0		19.2										2.70		1.30	13.4		0.7			123		
GB	Green Belts							2.6						51.0																				54		
ROW	Right-of-way	9.5		104.3				8.5		5.3		22.4		192.0		82.6		20.5		14.5		127.1				6.90		2.20						596		
BR/WP	Reservoir / Wetland Preserve			302.8												205.1									19.80									528		
S	Sewer Lift Station / Utility Substation			1.0																										6.6		6.4		14		
	Vacant (unknown dev plan)																												567.4		27.3			595		
	Total Non-residential	91.5		826.1		11.0		79.6		123.1		127.1		1,956.0		676.5		270.2		20.9		613.1		25.1	0.0	70.0	0.0	7.2	0.0	634.3		58.2		5,590		
	Total Residential & Non-Res	210.6	732.0	1,350.8	4,742.0	105.2	528.0	111.5	301.0	210.6	503.0	252.9	790.0	3,828.5	11,601.0	1,265.3	4,689.0		530.1	1,757.0	74.1	371.0	1,137.5	3,891.0	42.8	153.0	241.1	960.0	28.8	203.0	1,085.1	2,831.0	204.6	941.0	10,680	

Notes: All data is from recent plans received in Nov 2013 unless specified otherwise.
^a Arboretum has 2 MD residential classifications. The first line is for 6.1-13.9 DU/AC (instead of 6.1-18)
^b Acreage for all schools
^c Sun creek has 2 MD residential classifications. The second line is for 12.1-18 DU/AC (instead of 6.1-18)

AC estimated

MEMORANDUM

DATE: September 3, 2019

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner



SUBJECT: D.R. HORTON FOR ANTHOLOGY AT ANATOLIA SUBDIVISION MAJOR DESIGN REVIEW PROJECT NO. DD9879

PROPERTY OWNER: D.R. Horton 2260 Douglas Boulevard, Suite 110 Roseville, CA 95661	APPLICANT/DEVELOPER: D.R. Horton 2260 Douglas Boulevard, Suite 110 Roseville, CA 95661
PROJECT: Applicant is requesting the following; Major Design Review for four new house plans with three architectural styles ranging from 1,678 to 2,022 square feet to be constructed on 63 of the 102 remaining lots within Anthology at Anatolia subdivision.	
FILE: DD9879 LOCATION: Within Anthology at Anatolia; located south of Douglas Road and east of Sunrise Boulevard ZONING: Residential RD-10 GENERAL PLAN: Medium Density Residential (MDR) APN: 067-0920-007 thru 088, 067-0920-95 thru 113, and 067-0920-118 PLANNER: June Cowles, Senior Planner	

RECOMMENDATION

Determine the project Exempt per Section 15182, of the CEQA Guidelines; and adopt the Resolution for D.R. Horton, Anthology at Anatolia Major Design Review.

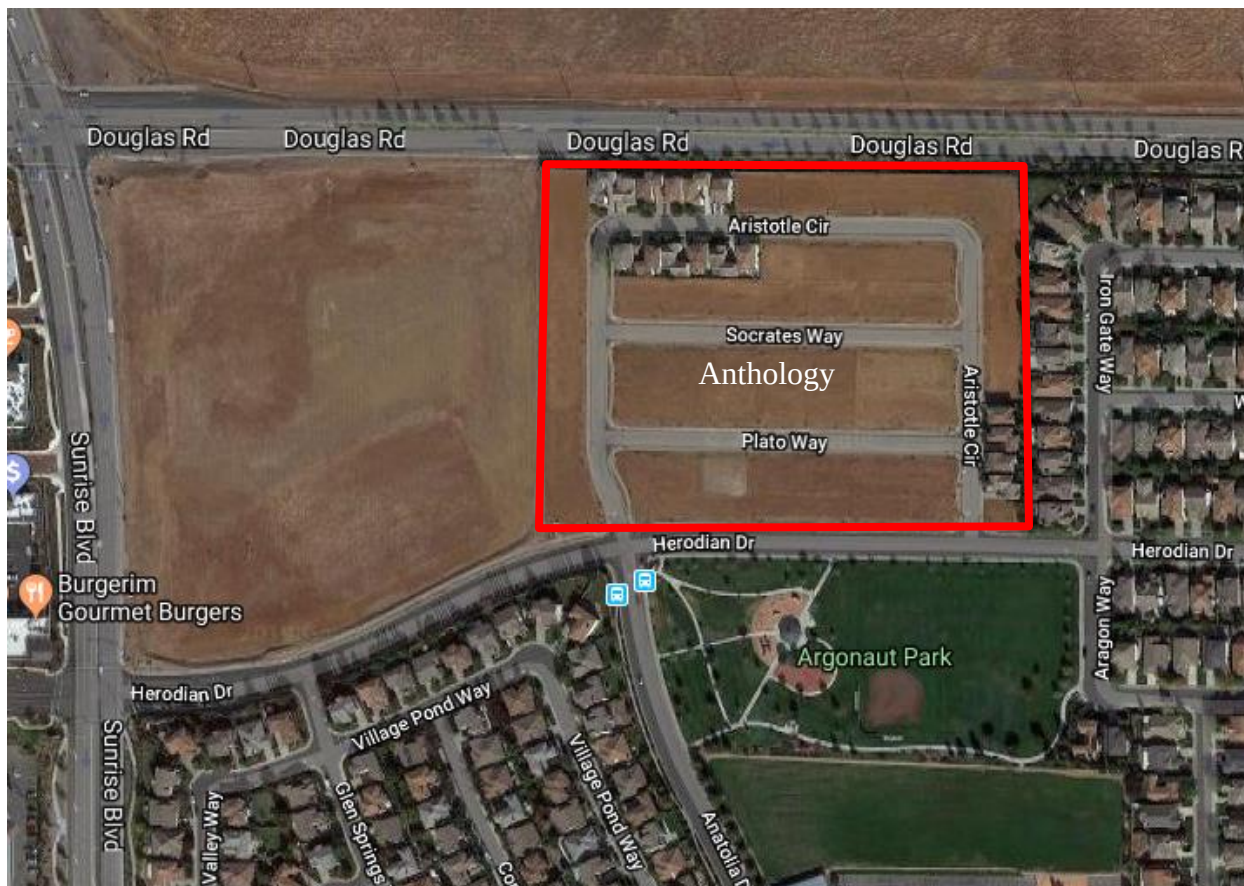
RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Major Design Review to include four new house plans within Anthology at Anatolia subdivision. Approval would allow the applicant to pursue necessary building permits for new construction.

BACKGROUND / PROJECT HISTORY

The Anthology at Anatolia subdivision is located within the Sunridge Specific Plan which was approved in July 2002 by Sacramento County **Figure 1: Anthology at Anatolia Site Location**. The Specific Plan area includes residential, commercial, office and open space throughout. Below is a chronological timeline of the entitlements for the Anthology project;

Figure 1: Anthology at Anatolia Site Location



2005 Anthology at Anatolia Tentative Subdivision Map and Special Development Permit

- Created 118 single family lots in the RD-10 zone.
- Created 3 landscape lots.
- Allowed reduction in minimum lot size, distance between buildings, and building setbacks

2005 Anthology at Anatolia Major Design Review Cambridge Homes

- Approval of 4 floor plans (1,830, 2,026, 2,146, and 2,322 sqft) with 3 architectural styles (Santa Barbara, French Cottage, and Classic Italian)

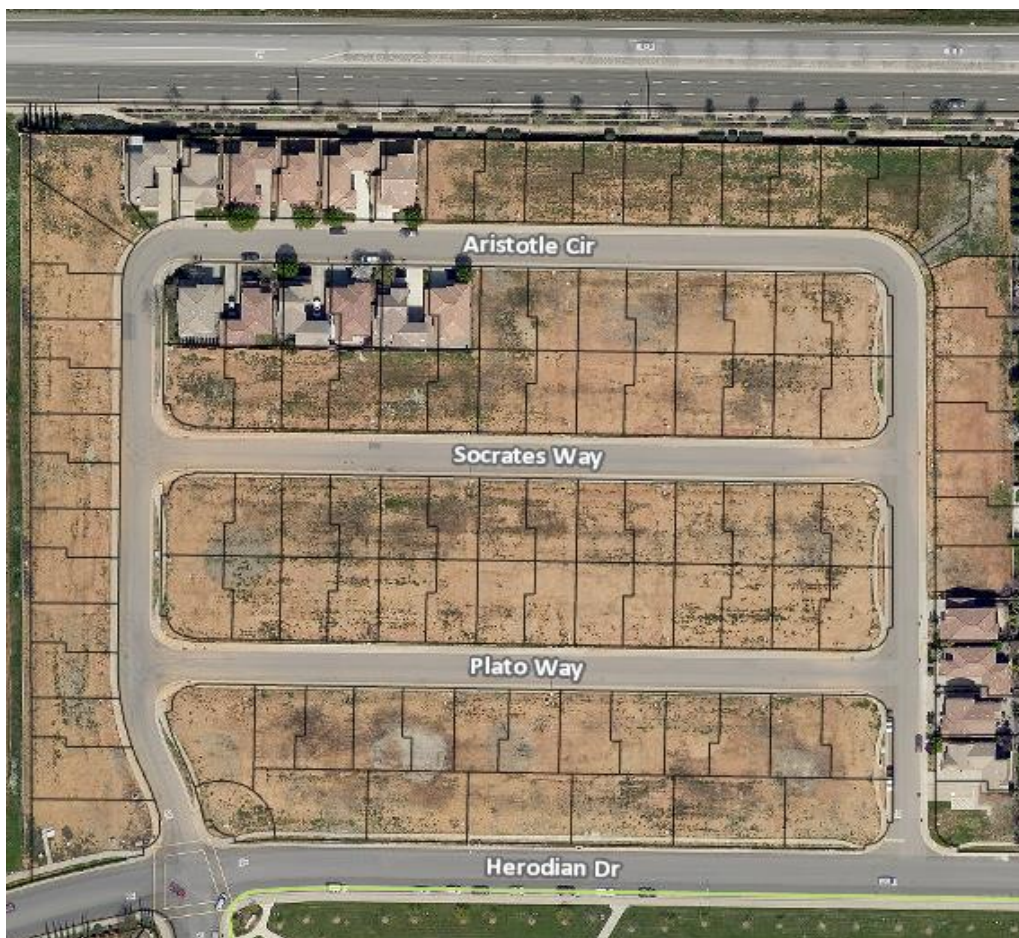
2018 Anthology at Anatolia Major Design Review Substantial Conformance D.R. Horton

- Minor revisions, staff approved to the original 4 floor plans

EXISTING CONDITIONS

The Anthology at Anatolia includes 118 single family lots with installed infrastructure and is part of the Anatolia Home Owners' Association. **Figure 2: Anthology at Anatolia 2018 Aerial.** The aerial shows 16 homes built with 102 undeveloped single family lots. To date, D.R. Horton has built an additional 39 single family homes with the original house plans.

Figure 2: Anthology at Anatolia 2018 Aerial



ANALYSIS:

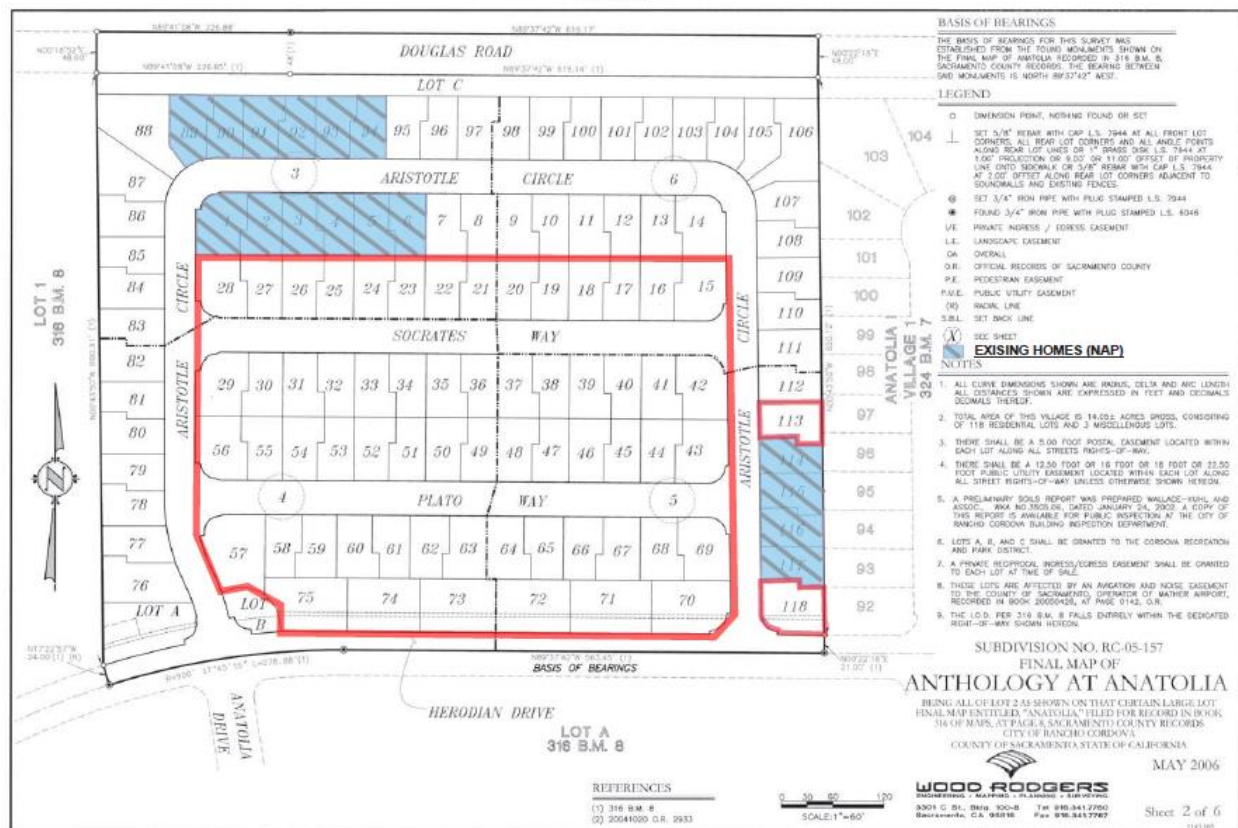
Major Design Review

The applicant, D.R. Horton is requesting a Major Design Review for 4 new floor plans with 3 architectural styles to be built on the remaining 63 undeveloped lots, shown in the outlined red area. **Figure 3: Proposed Area for New House Plans.** The new house plans include the following:

- 1,678 sq ft 2-story house plan
- 1,811 sq ft 2-story house plan
- 1,932 sq ft 2-story house plan

- 2,022 sq ft 2-story house plan
- Architectural Styles: French Cottage, Classic Italian, and Santa Barbara

Figure 3: Proposed Area for New House Plans



The applicant states that the new house plans will decrease the average square footage within the neighborhood, making the homes more attainable by design. The new plans feature open and flexible floor plans and more usable outdoor space. The current plans have the garages set back a significant distance from the street, which results in a 4-foot rear yard on some lots. The proposed house plans are smaller than the original house plans. **Figure 4: House Plan Streetscape** and **Figure 5: Proposed House Elevations**. However, the applicant has proposed the same architectural styles and colors in order to be consistent with the original built homes. The proposed house plans are as follows:

Figure 4: House Plan Streetscape



Figure 5: Proposed House Elevations

Plan 1,678 Elevation;



FRENCH COTTAGE FRONT ELEVATION



SANTA BARBARA FRONT ELEVATION



CLASSIC ITALIAN FRONT ELEVATION

Plan 1,811 Elevation;



FRENCH COTTAGE FRONT ELEVATION



SANTA BARBARA FRONT ELEVATION



CLASSIC ITALIAN FRONT ELEVATION

Plan 1,932 Elevation;



FRENCH COTTAGE FRONT ELEVATION



SANTA BARBARA FRONT ELEVATION



CLASSIC ITALIAN FRONT ELEVATION

Plan 2,022 Elevation;



FRENCH COTTAGE FRONT ELEVATION



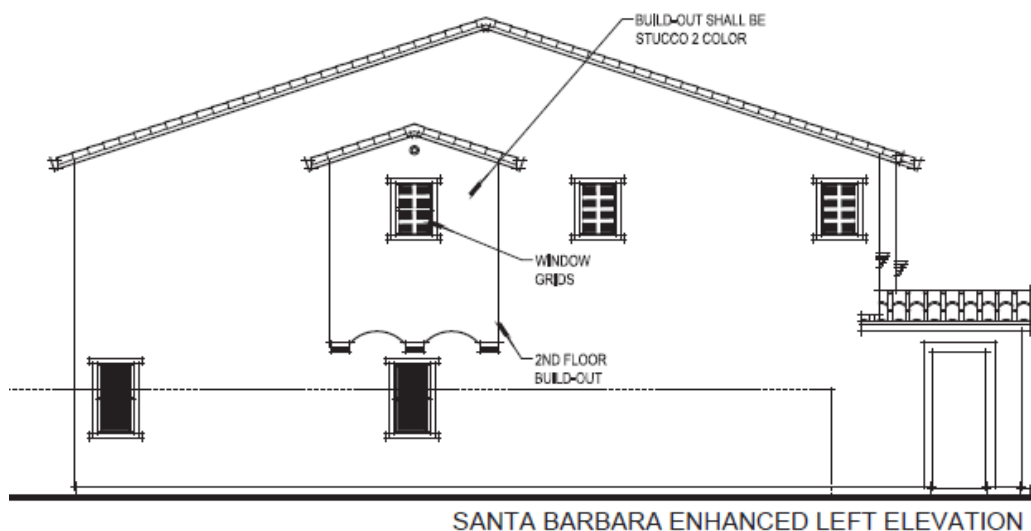
SANTA BARBARA FRONT ELEVATION



CLASSIC ITALIAN FRONT ELEVATION

Corner lots and lots along the public right of way will include enhanced elevations. **Figure 6: Example of Enhanced Elevation.**

Figure 6: Example of Enhanced Elevation



City Design Guidelines

The proposed house plans offer a clear architecture style consistent with the original house plans. The proposed project is consistent with the City Design Guidelines and Sunridge Specific Plan Design Guidelines as stated below;

- The design is visually interesting and establishes streetscape variety, 4 new house plans with 3 architectural styles per plan and consistent with the original house plans.
- Front loading homes include porch forward of the garage.
- The proposed color schemes include two tone body colors that provide visual interest.
- To ensure variety and interest throughout the subdivision, a condition of approval has been added to state that no two identical floor plans and building elevations shall be located adjacent to each other.
- All garage doors include glass panels as a standard.
- Enhanced elevations are provided for homes that are located on the corner lots or adjacent to street public right-of-way.

Landscape Design

The submitted typical landscape plan depicts a variation of drought tolerant trees, shrubs and a small area of drought tolerant grass and natural grasses. **Figure 7: Typical Landscape Plans.** The Model Water Efficient Landscape Ordinance states that new homes can only have lawns that do not exceed 25% of the total front, back and side yard square footage. The proposed landscape plans meet the efficient landscape ordinance.

alternate between sizes and architectural styles throughout the neighborhood to emphasize street variation.

- 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 proposed architecture and landscaping are consistent with the Sunridge Specific Plan design standards and the City Design Guidelines. The applicant has provided 4 new floor plans that are consistent with the existing homes within Anthology at Anatolia. Floor plans range between 1,678 to 2,022 square feet in size. Similar to other home sizes within other areas of RD-10 zoning districts. A clear design concept is shown for each elevation and each design provides consistent characteristics of each stated style. All elevations and architectural style palettes are included in the Design Review Package (Attachment 2).

- D. **Finding:** The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.

Evidence: The subdivision map was approved prior to this Design Review action. Vehicular, bicycle, and pedestrian circulation were studied and accepted as part of that prior approval. This Design Review approval will not impede any of the approved transportation modes.

GENERAL PLAN CONSISTENCY

The site General Plan designation is Medium Density Residential (MDR). The MDR zone is generally characterized by small lot single-family detached, single family attached and small apartment complexes. The approved subdivision map is consistent with the MDR General Plan designation.

ENVIRONMENTAL

The proposed project has been analyzed as part of the Sunridge Specific Plan Environmental Impact Report (EIR). The project is exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan.

RECOMMENDED ACTION

Staff recommends that the City Council find the project categorically exempt from further CEQA review and adopt the Resolution approving the Major Design Review for Anthology at Anatolia subject to the findings and Conditions of Approval (Attachment 3).

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution – Project Plans
3. Exhibit B to the Resolution – Conditions of Approval
4. Exhibit C to the Resolution – Proposed Area for New House Plans
5. 500' Radius Map with Mailing Labels

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING A MAJOR DESIGN REVIEW FOR D.R. HORTON AT ANTHOLOGY AT ANATOLIA PROJECT NO. DD9879

WHEREAS, D.R. Horton (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for Major Design Review approval for four new house plans with three architectural styles located in the Anthology at Anatolia subdivision; and

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

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan Environmental Impact Report (EIR) thereby satisfying the requirements for the California Environmental Quality Act; and

WHEREAS, the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, and therefore is exempt under CEQA exemption 15182, Residential Projects Pursuant to a Specific Plan; 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 CEQA exemption 15182 is an adequate exemption according to the Guidelines of the California Environmental Quality Act.
 - a) **Finding:** The project site has been analyzed and is exempt per California Environmental Quality Act exemption 15182 Residential Projects Pursuant to a Specific Plan.

Evidence: The proposed residential project has been analyzed as part of the Sunridge Specific Plan Environmental Impact Report. Since the proposed project is in conformity with what was reviewed as part of the Specific Plan EIR, the project is then exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan.
2. Approve the Design Review, subject to the Major Design Review Package (Exhibit A), the Conditions of Approval (Exhibit B), and the Proposed Area for New House Plans (Exhibit C) as modified; supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.070:
 - 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.

ATTACHMENT 1

Evidence: The General Plan designation for the subdivision is Medium Density Residential (MDR). The MDR zone is generally characterized by small lot single-family detached, single-family attached and small apartment complexes. The proposed single-family project site is zoned RD-10 with lots, on average, less than 4,000 square feet consistent with the General Plan requirements. Therefore, the project is consistent with the Sunridge Specific Plan regarding density. The project follows all zoning regulations with the approved Special Development Permit for the revised setbacks as well as the applicable Rancho Cordova Design Guidelines including height regulations and architectural detail requirements.

- 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: D.R. Horton is presenting a design package which includes 4 different floor plans with three elevations per plan, for a total of 12 architectural configurations. Variations in colors and materials along with porch area forward of the garage will create a vibrant and welcoming streetscape. Conditions of Approval have been developed to alternate between sizes and architectural styles throughout the neighborhood to emphasize street variation.

- 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 proposed architecture and landscaping are consistent with the Sunridge Specific Plan design standards and the City Design Guidelines. The applicant has provided 4 new floor plans that are consistent with the existing homes within Anthology at Anatolia. Floor plans range between 1,678 to 2,022 square feet in size. Similar to other home sizes within other areas of RD-10 zoning districts. A clear design concept is shown for each elevation and each design provides consistent characteristics of each stated style. All elevations and architectural style palettes are included in the Design Review Package (Exhibit A).

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

Evidence: The subdivision map was approved prior to this Design Review action. Vehicular, bicycle, and pedestrian circulation were studied and accepted as part of that prior approval. This Design Review approval will not impede any of the approved transportation modes of circulation.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of September, 2019 by the following vote:

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

Robert J. McGarvey, Mayor

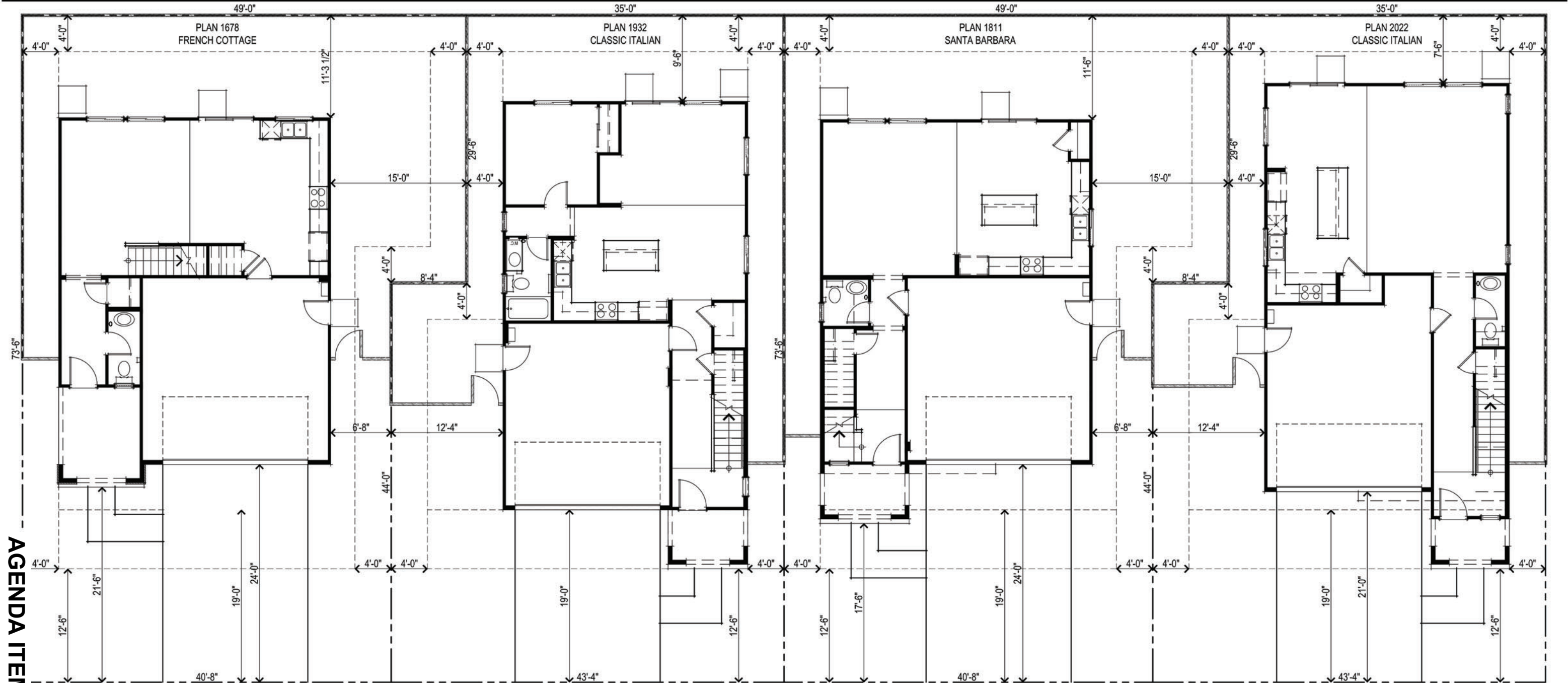
Stacy Leitner, CMC, City Clerk



ANTHOLOGY AT ANATOLIA

RANCHO CORDOVA, CA

JULY 26, 2019



AGENDA ITEM 10.2

R. HORTON
America's Builder

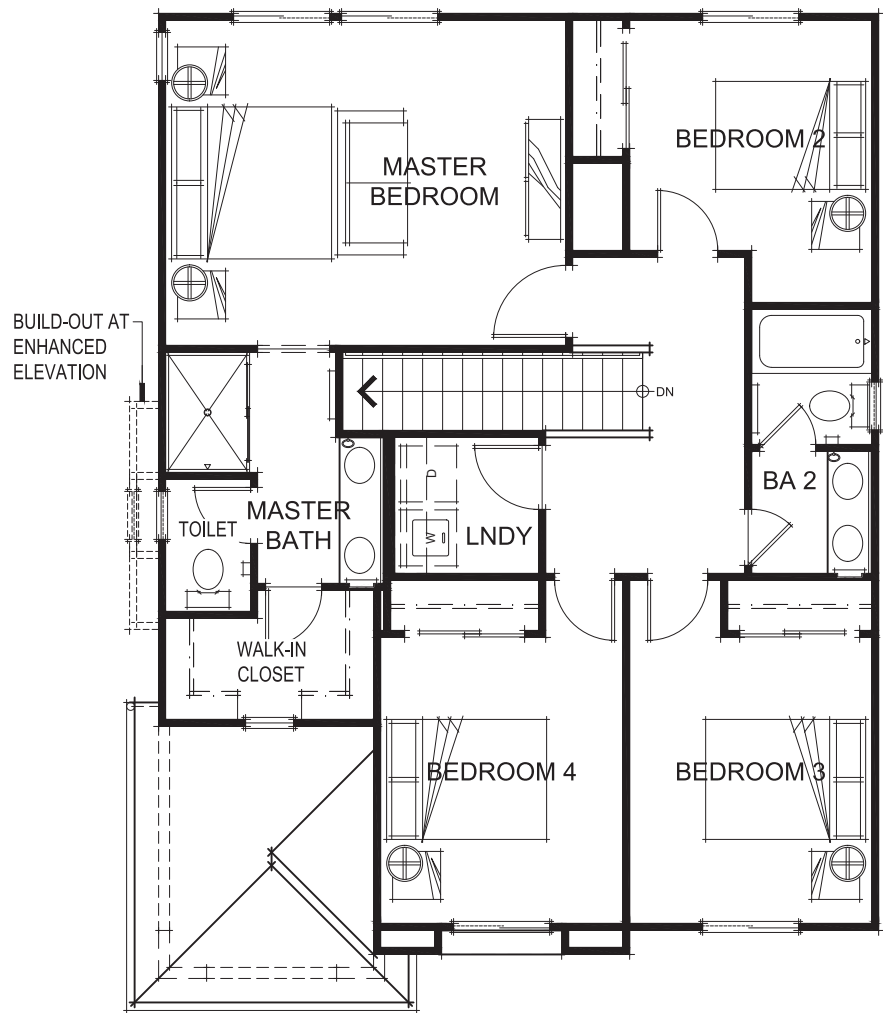
2260 DOUGLAS BLVD. SUITE 110
ROSEVILLE, CA 95661
916.297.4461

Anthology at Anatolia
Rancho Cordova, CA
July 26, 2019

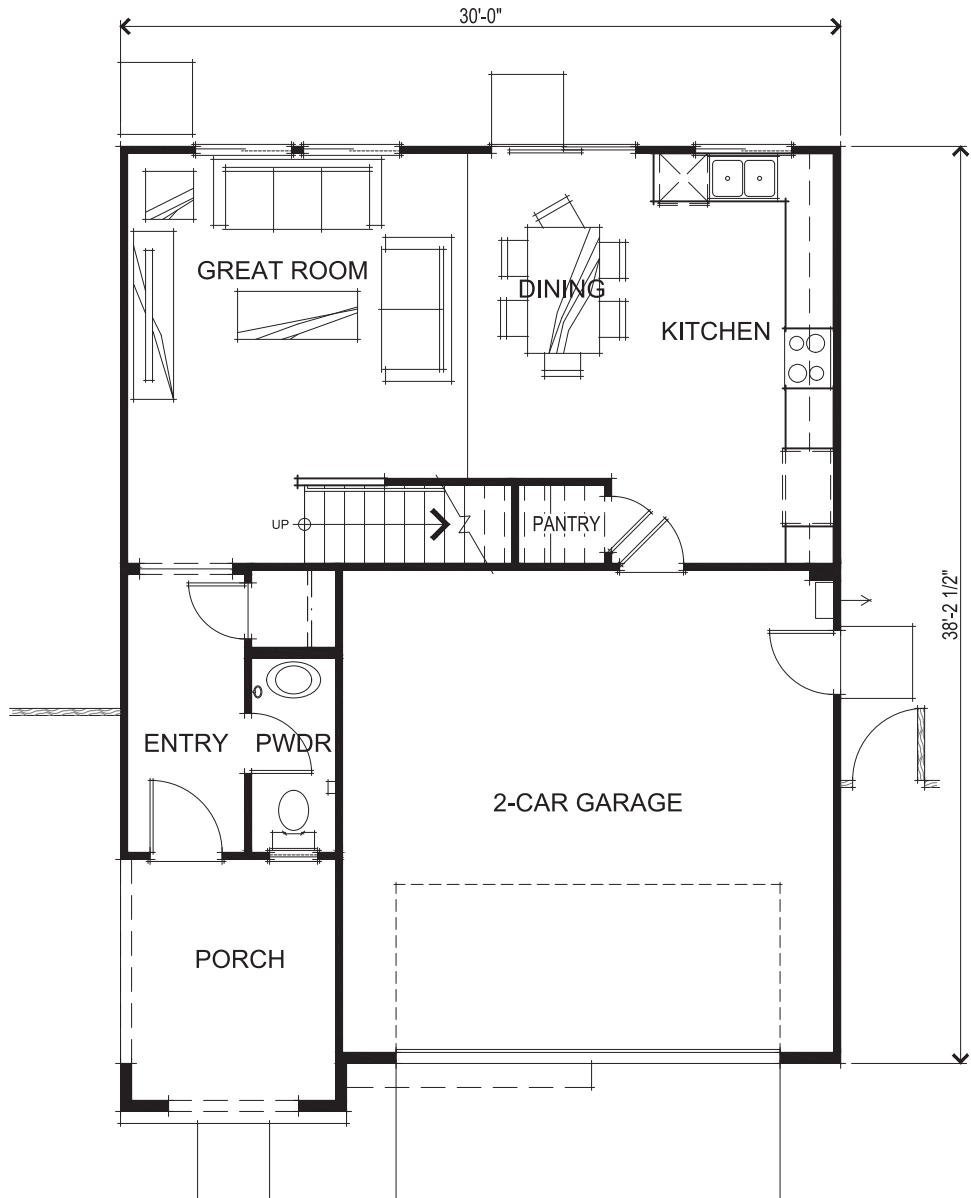


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925.634.7000 | sdgarchitectsinc.com



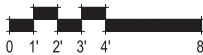


SECOND FLOOR PLAN



SANTA BARBARA
FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	641 SQ. FT.
SECOND FLOOR	1037 SQ. FT.
TOTAL LIVING	1678 SQ. FT.
2-CAR GARAGE	429 SQ. FT.



PLAN 1678 FLOOR PLANS
A001

NOTE:
ALL GARAGE DOORS SHALL HAVE STANDARD
GLASS PANELS



FRENCH COTTAGE FRONT ELEVATION



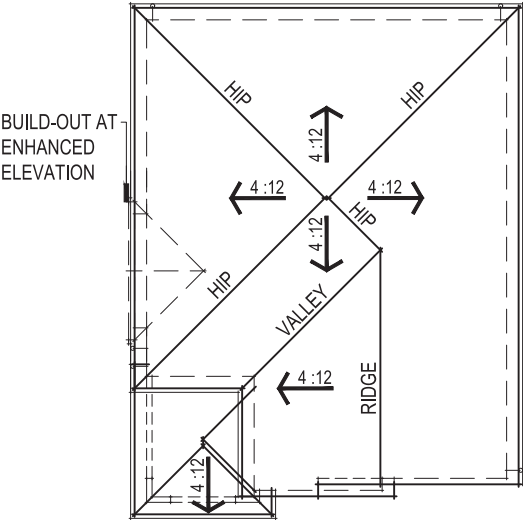
SANTA BARBARA FRONT ELEVATION



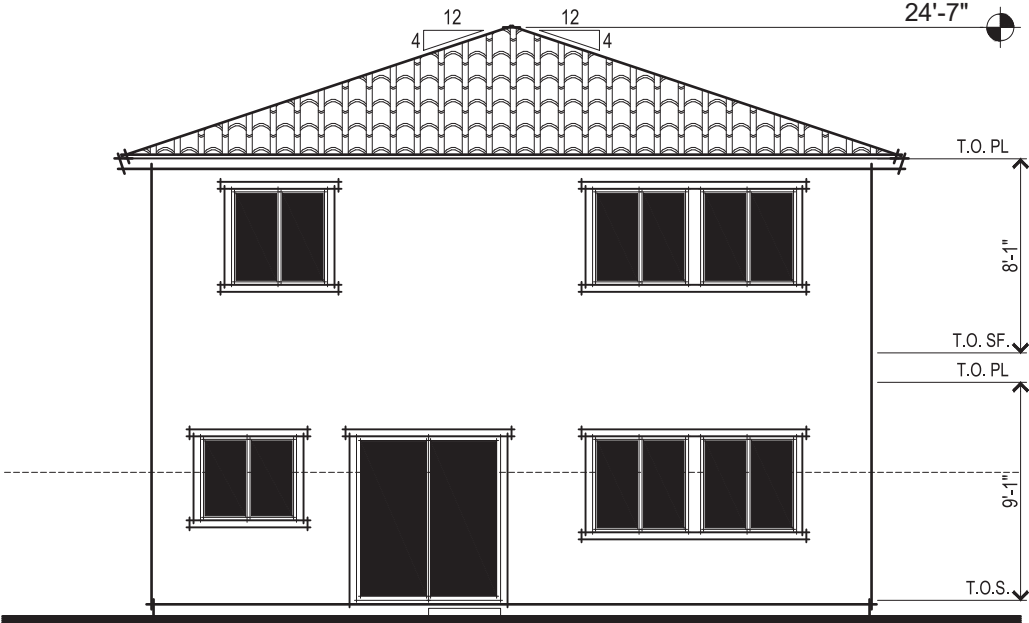
CLASSIC ITALIAN FRONT ELEVATION



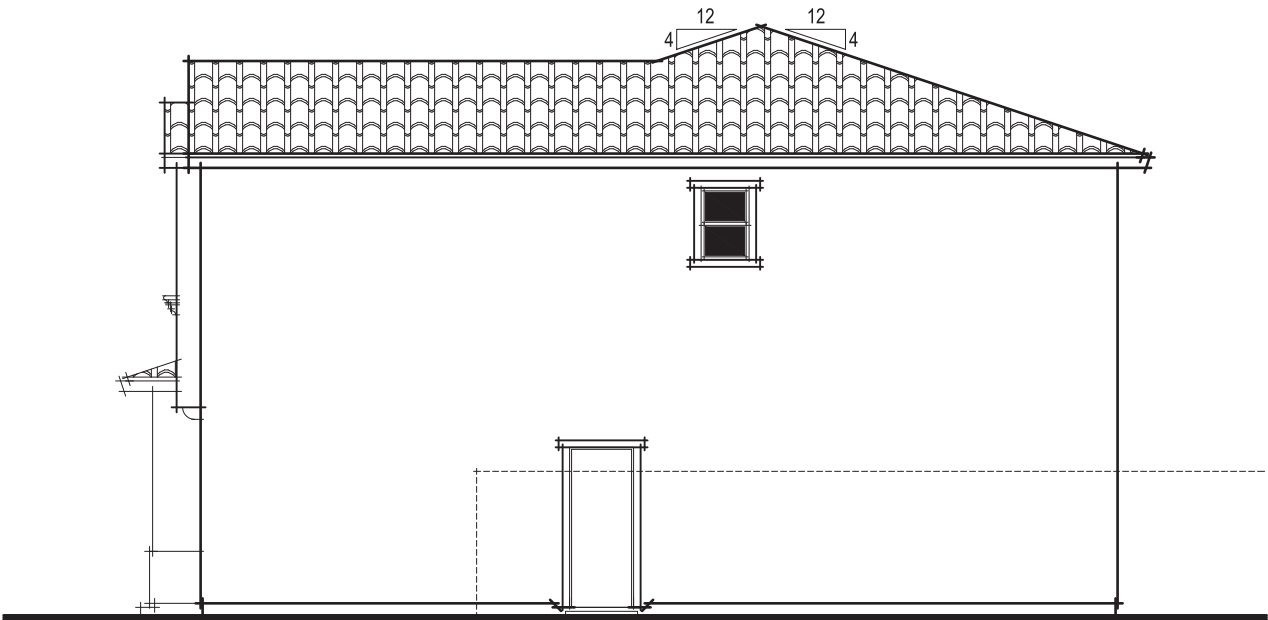
PLAN 1678 FRONT ELEVATIONS
A002



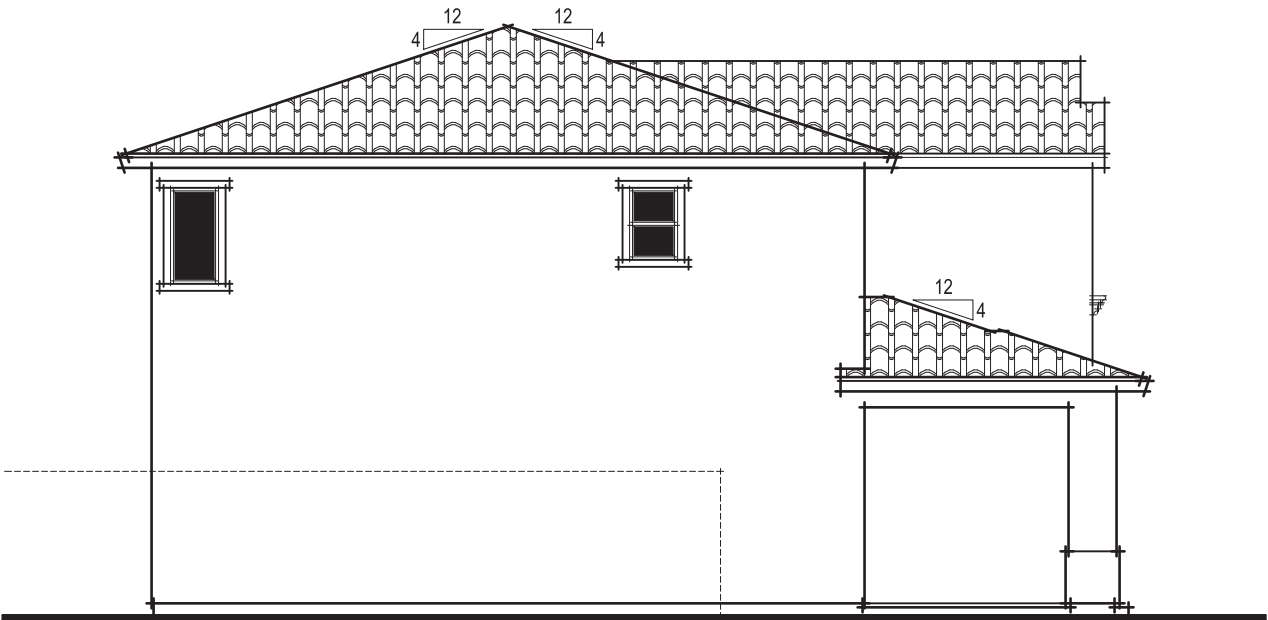
SANTA BARBARA ROOF PLAN



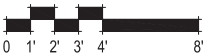
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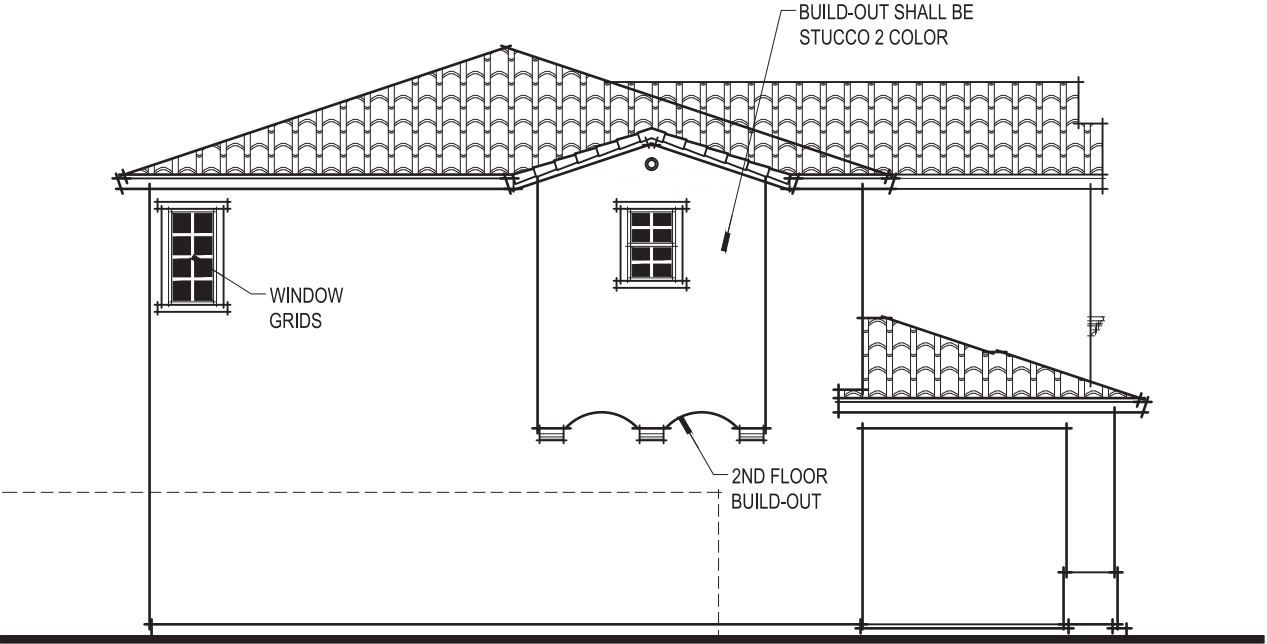
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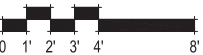
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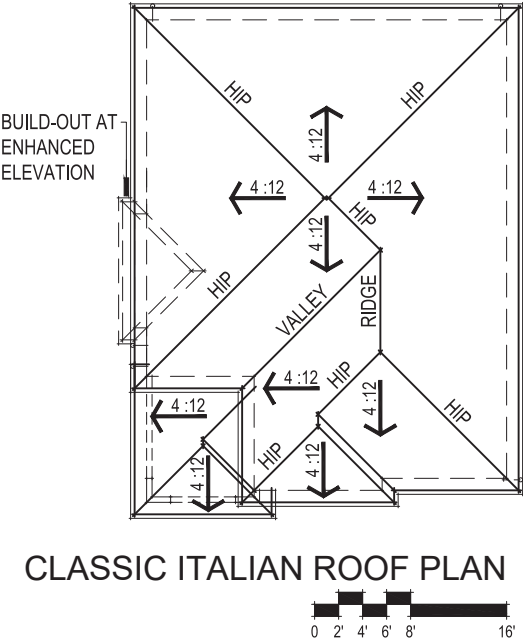
PLAN 1678 SANTA BARBARA ELEVATIONS
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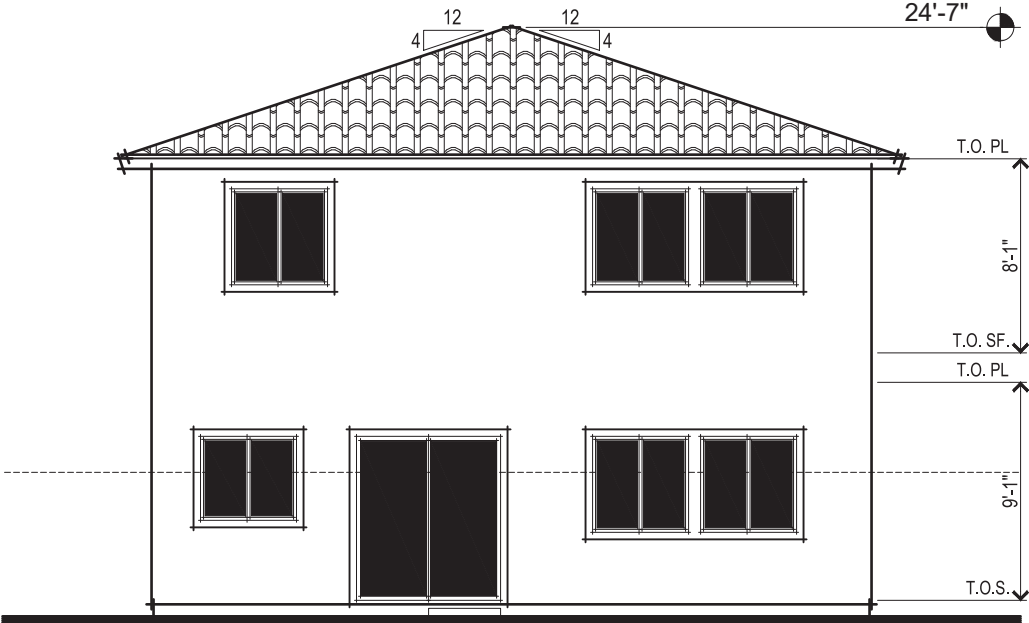
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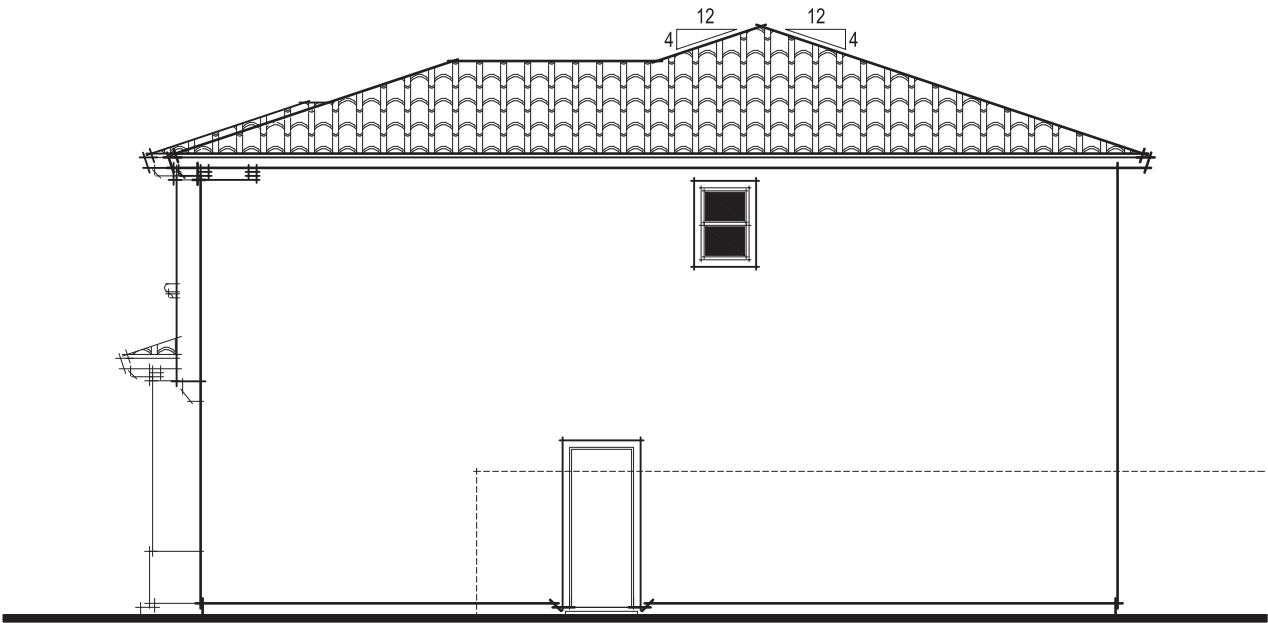
PLAN 1678 SANTA BARBARA ENHANCED ELEVATIONS
A003.1



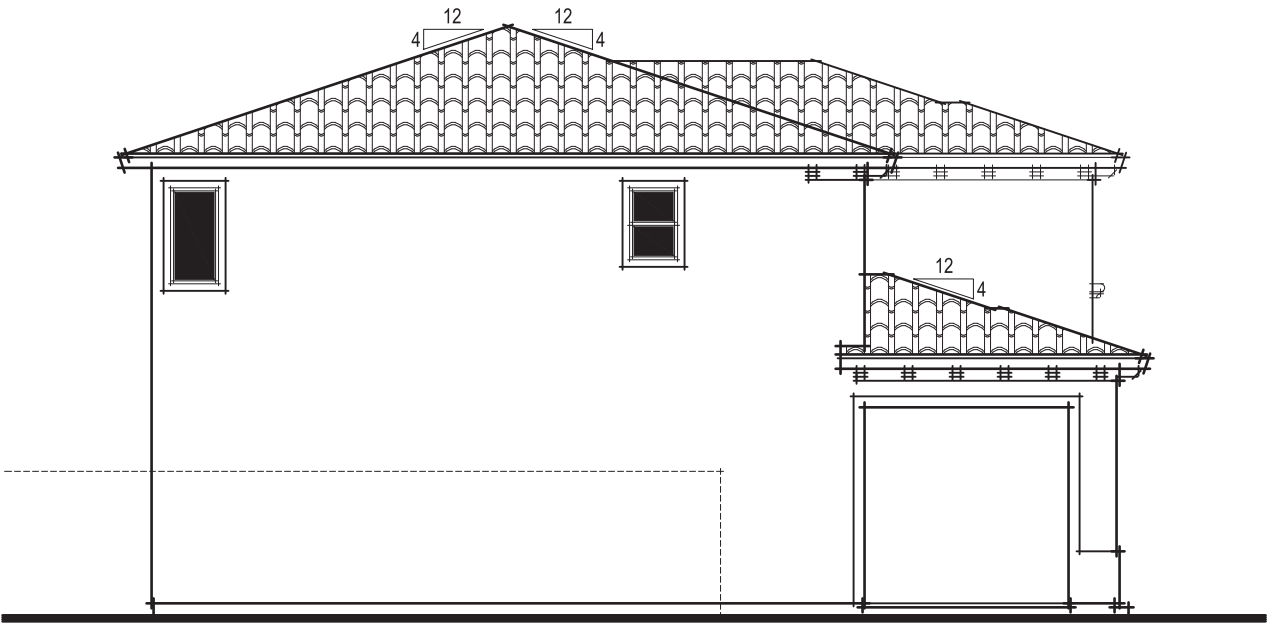
CLASSIC ITALIAN ROOF PLAN



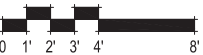
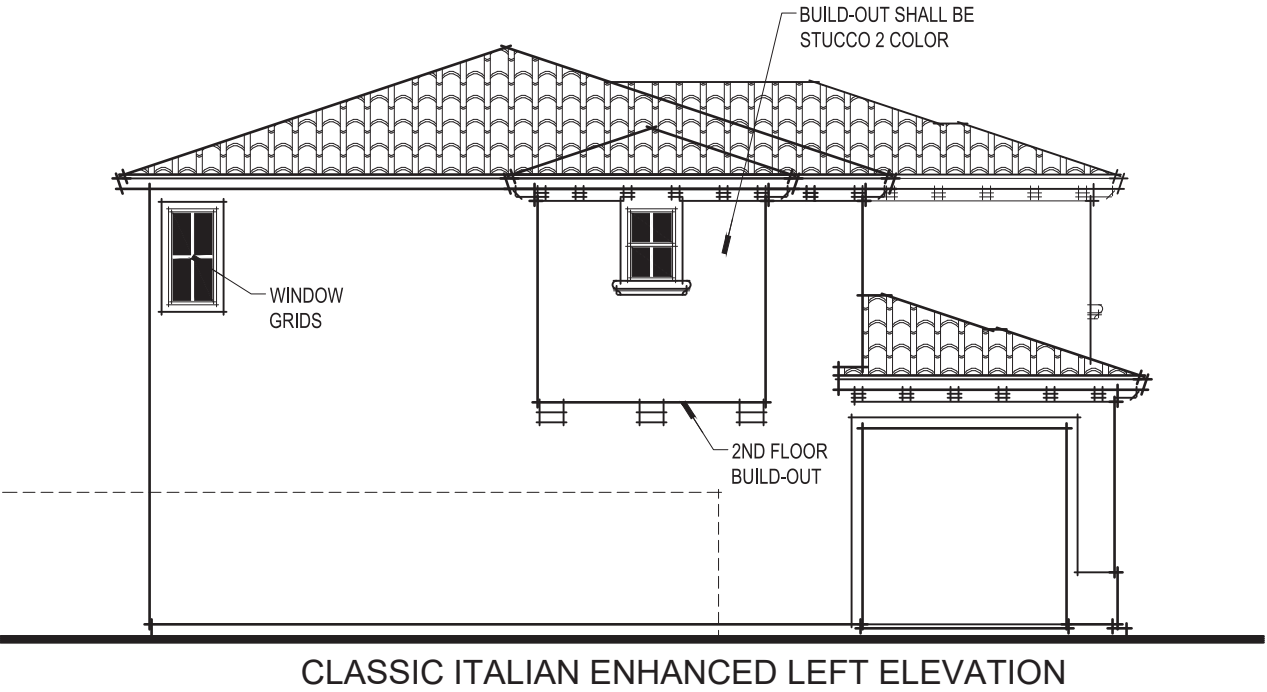
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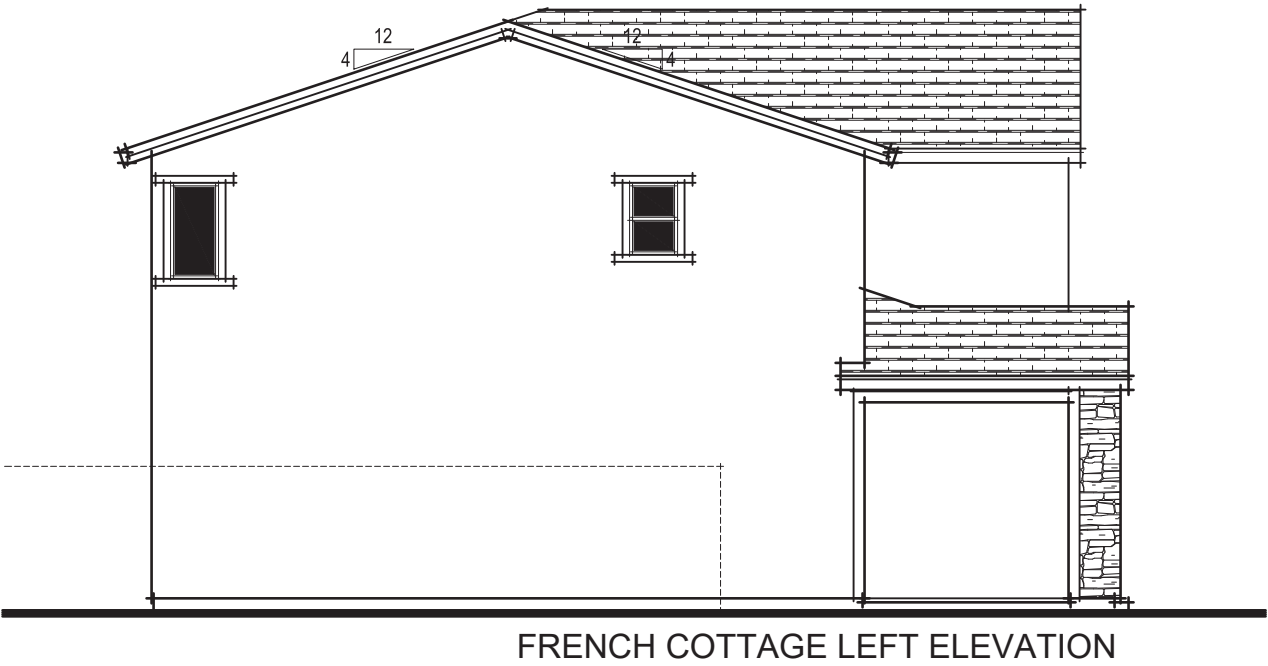
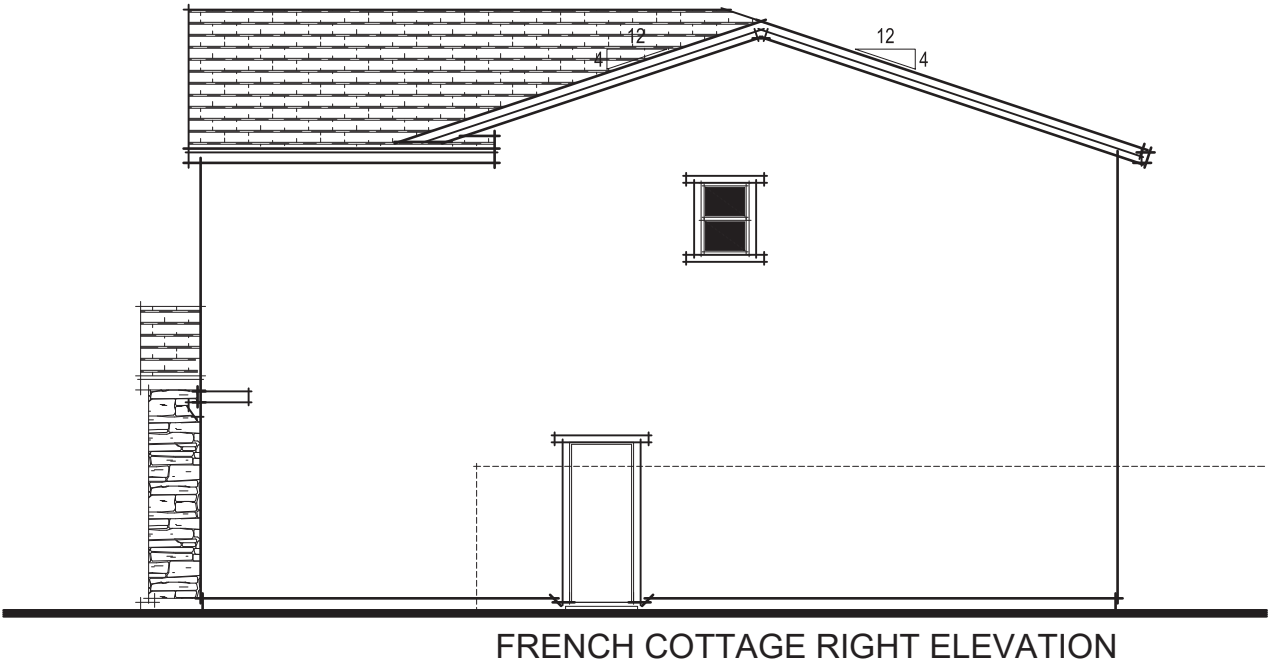
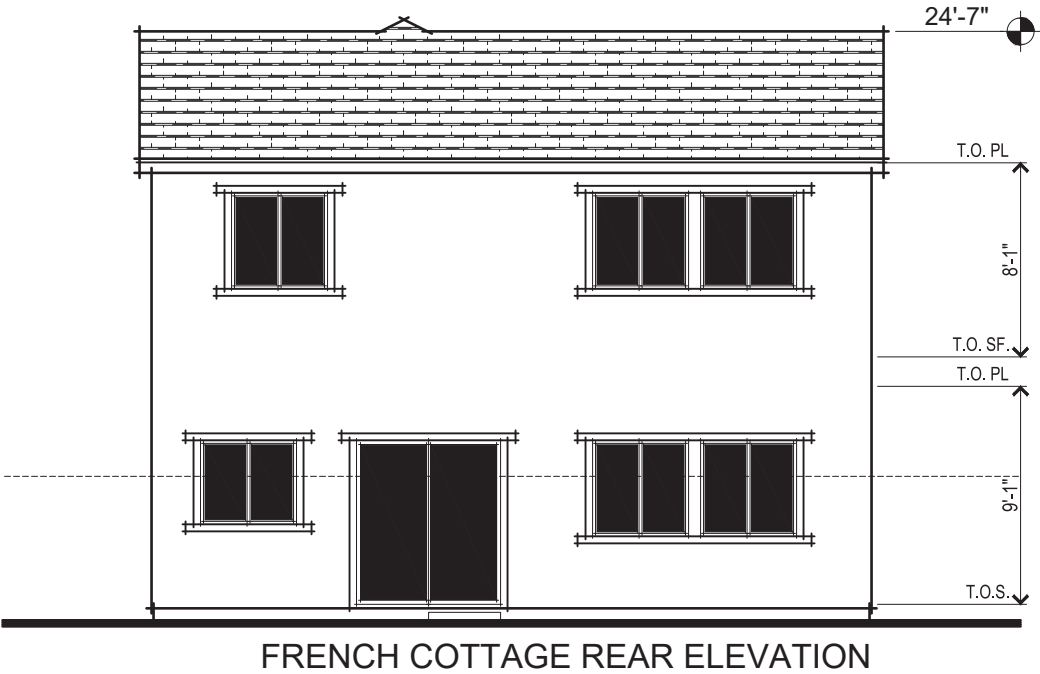
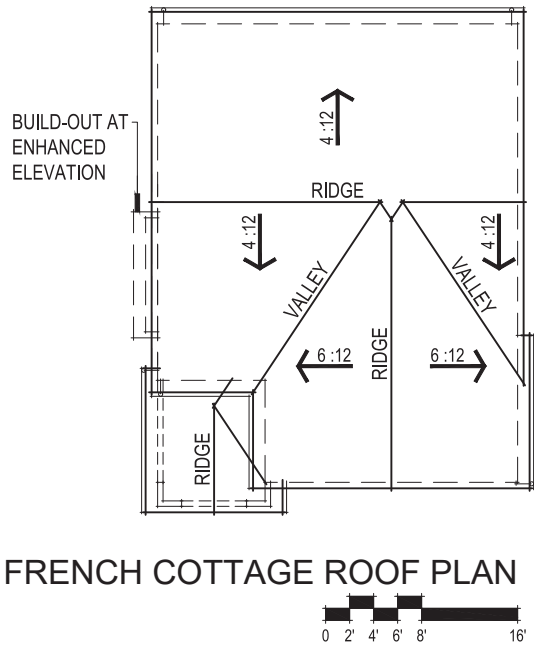
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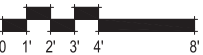
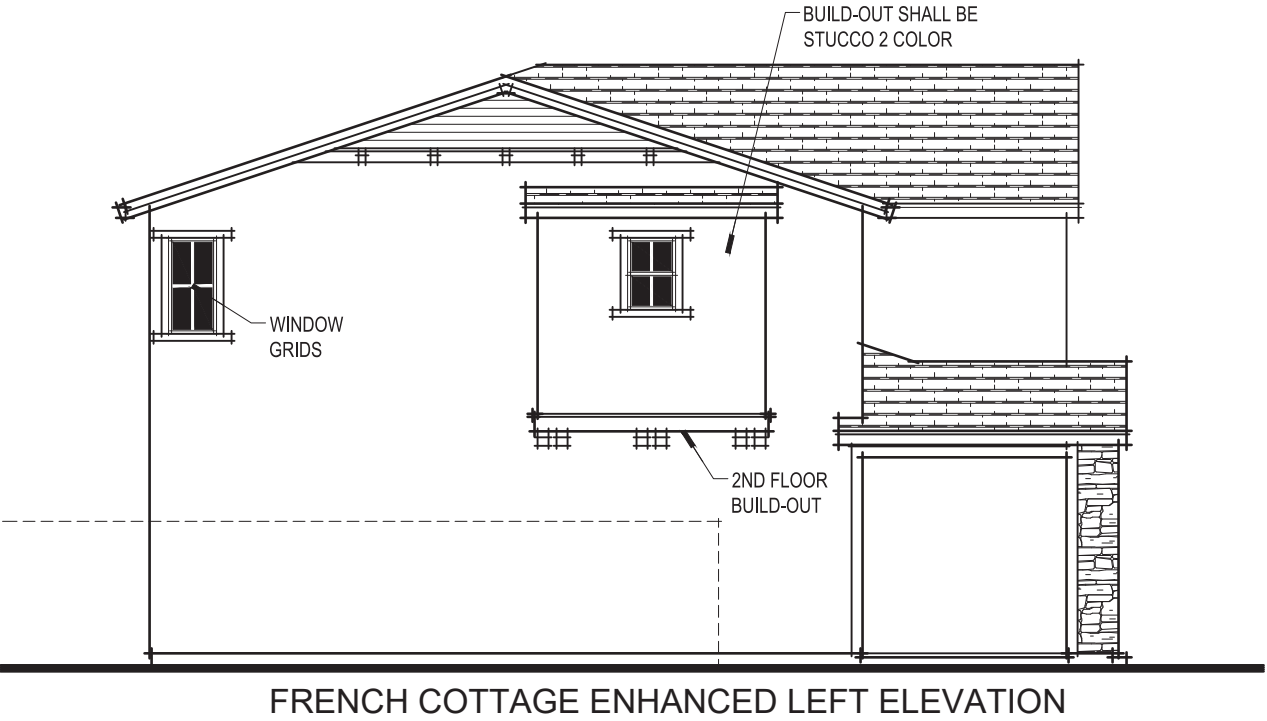
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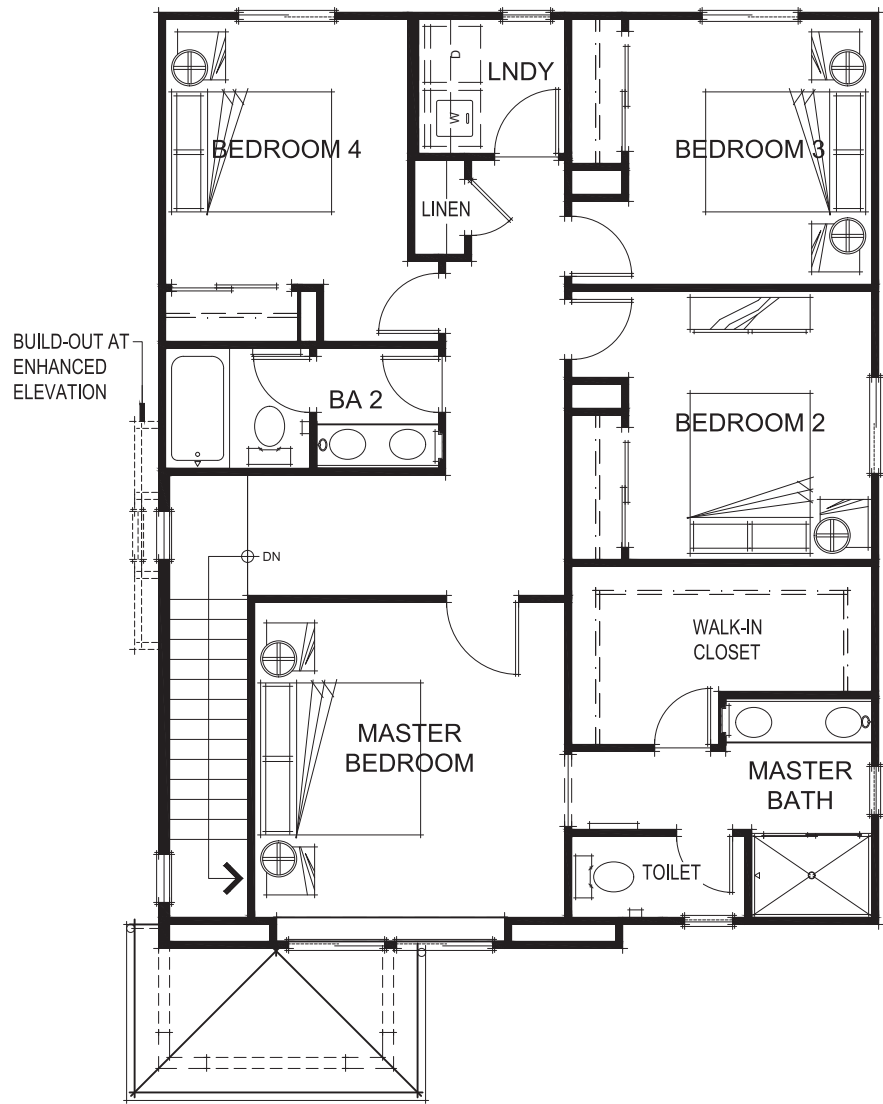
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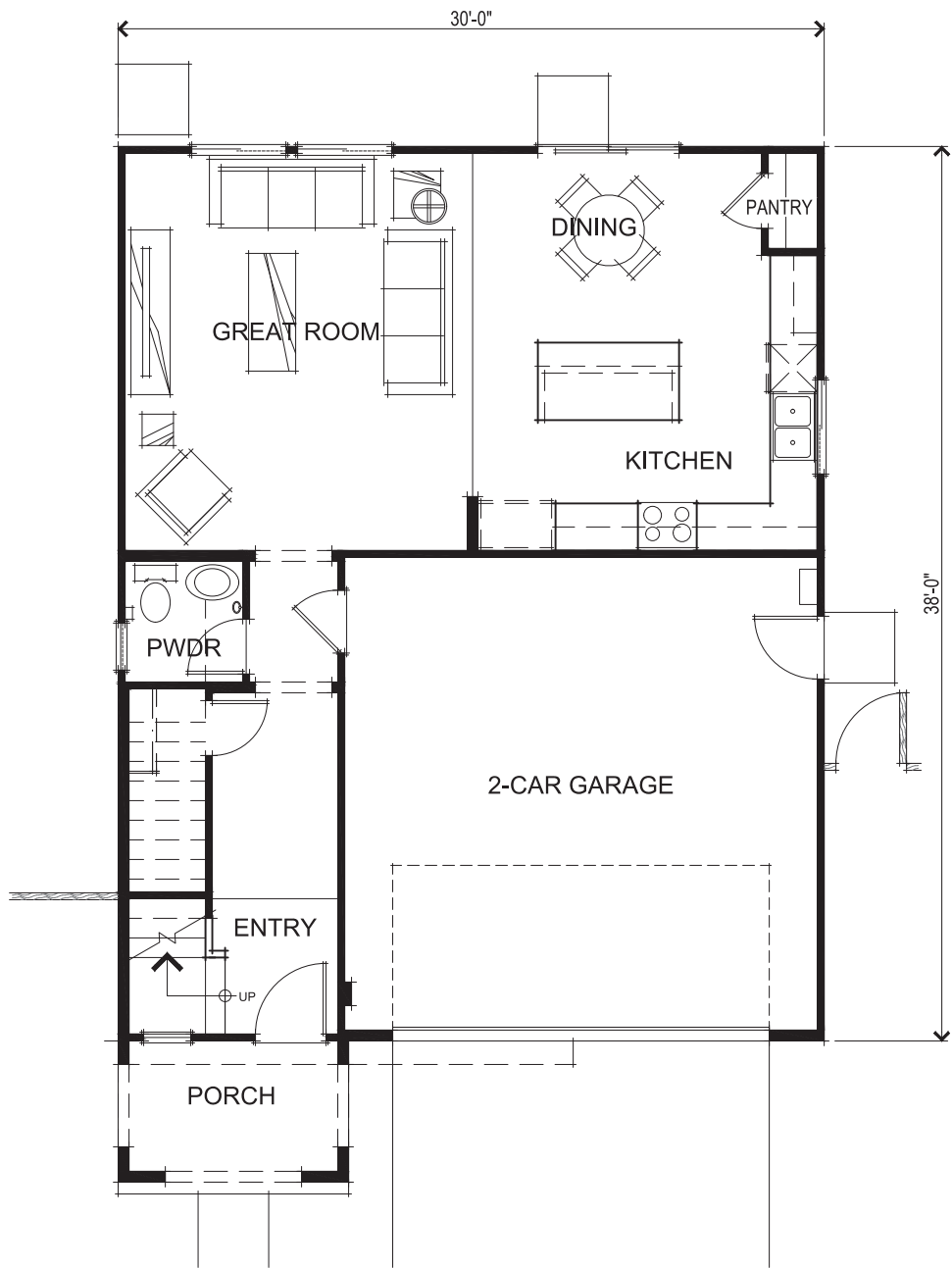
PLAN 1678 FRENCH COTTAGE ELEVATIONS
A005



PLAN 1678 FRENCH COTTAGE ENHANCED ELEVATIONS
A005.1

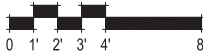


SECOND FLOOR PLAN



CLASSIC ITALIAN
FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	721 SQ. FT.
SECOND FLOOR	1090 SQ. FT.
TOTAL LIVING	1811 SQ. FT.
2-CAR GARAGE	419 SQ. FT.



PLAN 1811 FLOOR PLANS
A006



FRENCH COTTAGE FRONT ELEVATION



SANTA BARBARA FRONT ELEVATION

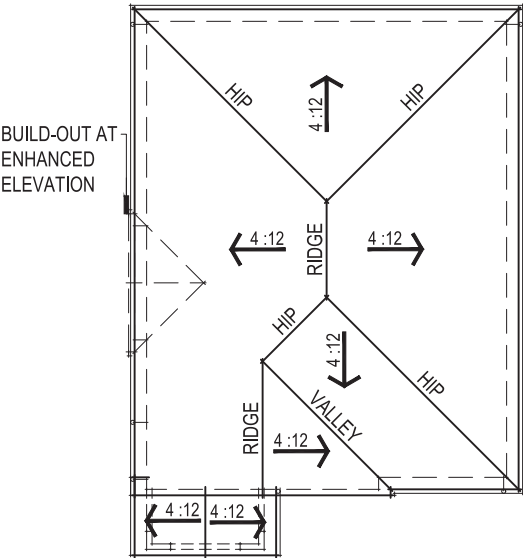
NOTE:
ALL GARAGE DOORS SHALL HAVE STANDARD
GLASS PANELS



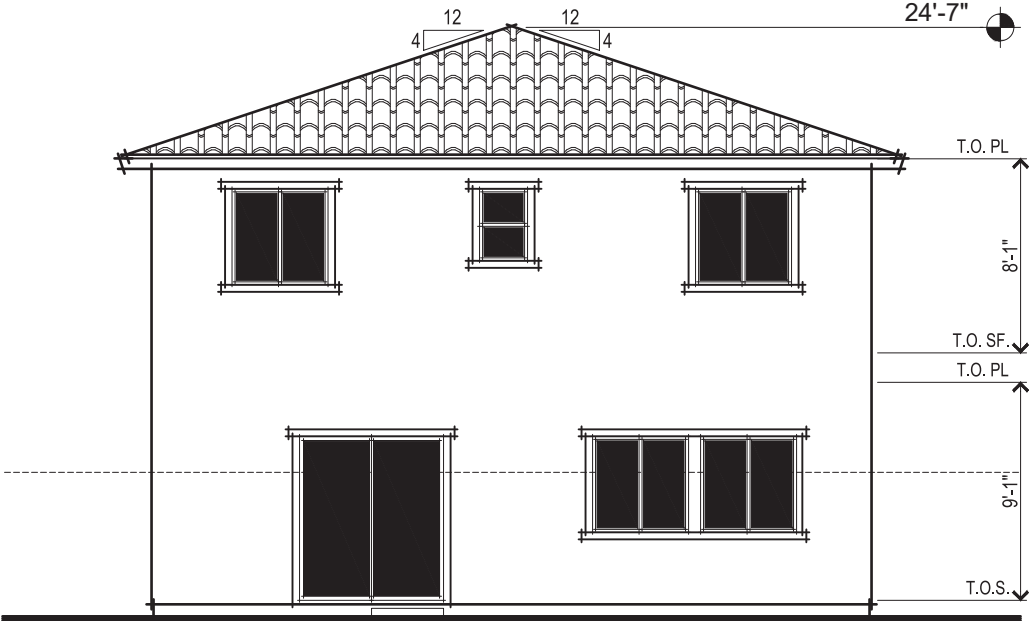
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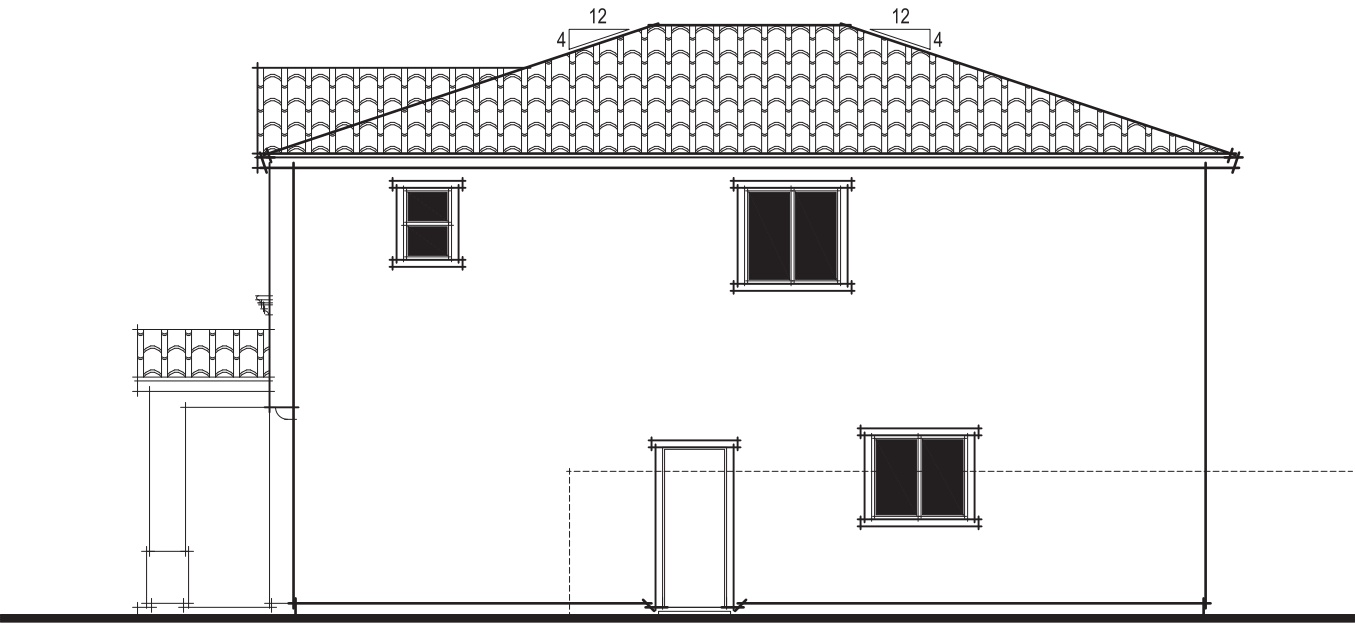
PLAN 1811 FRONT ELEVATIONS
A007



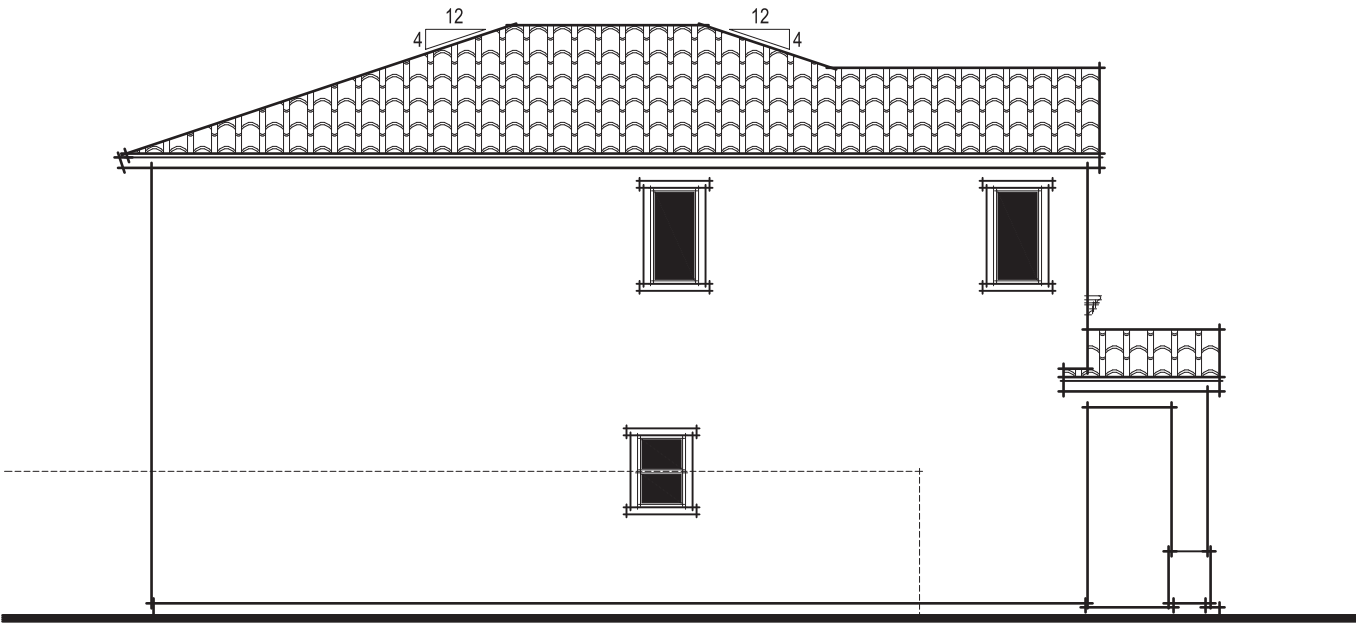
SANTA BARBARA ROOF PLAN



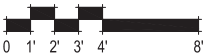
SANTA BARBARA REAR ELEVATION



SANTA BARBARA RIGHT ELEVATION



SANTA BARBARA LEFT ELEVATION



PLAN 1811 SANTA BARBARA ELEVATIONS
A008

AGENDA ITEM 10.2

thology at Anatolia
ho Cordova, CA
6, 2019

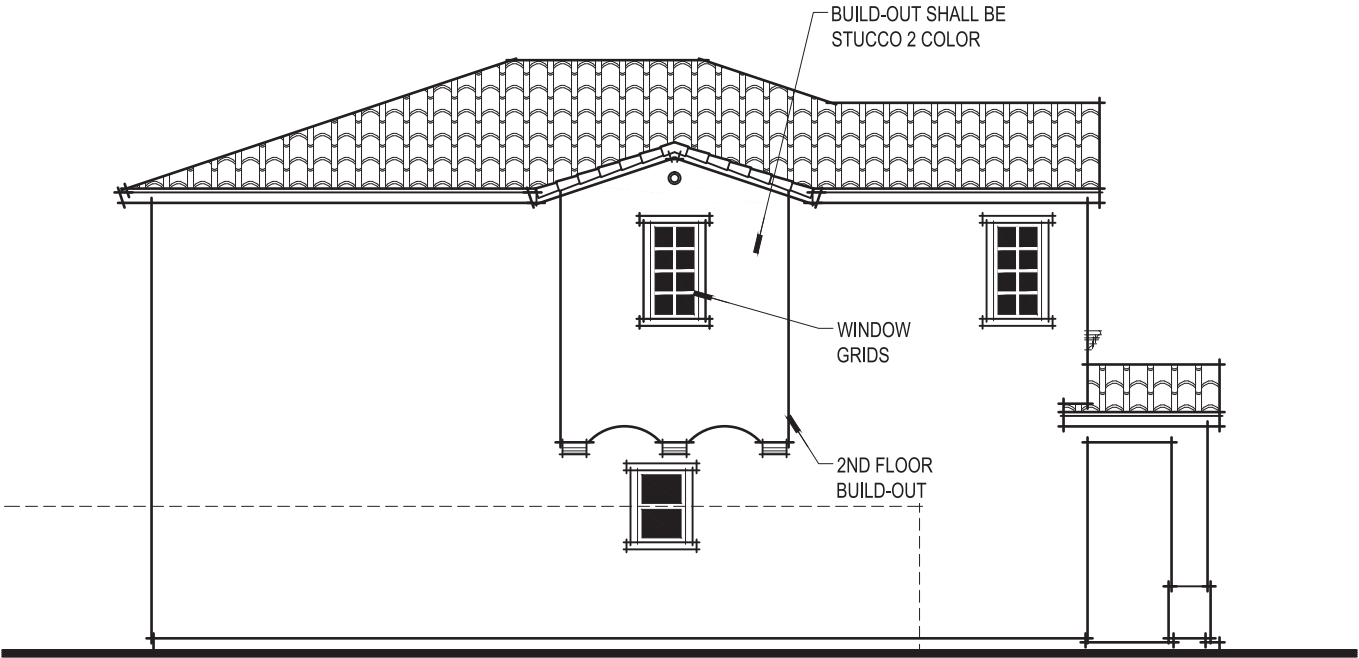
R-HORTON
merica's Builder

2260 DOUGLAS BLVD. SUITE 110
ROSEVILLE, CA 95661
916.297.4461

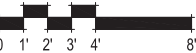
Home and community information, including pricing, included features, terms, availability and amenities, are subject to change at any time without notice or obligation. Drawings, renderings, square footages, floor plans, elevations, features, colors and sizes are approximate and for illustration purposes only and will vary from the homes as built. Not all features available in all plans. Options and upgrades are available at an additional cost and are subject to construction cut-off dates. See sales agent for complete details. D.R. Horton CA2, Inc.: CalBRE License #01239752; Contractor's License #750190.

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Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

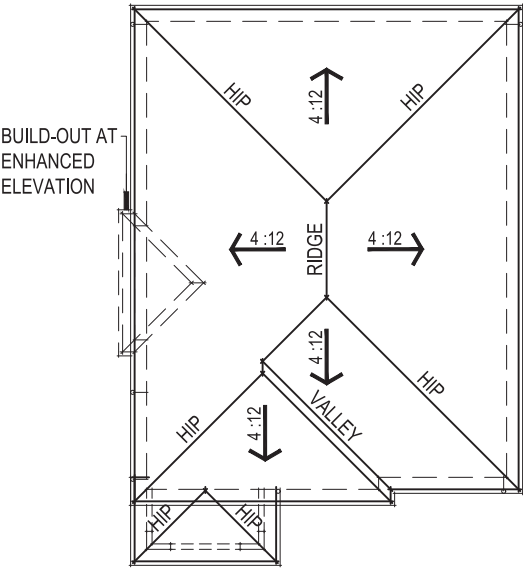




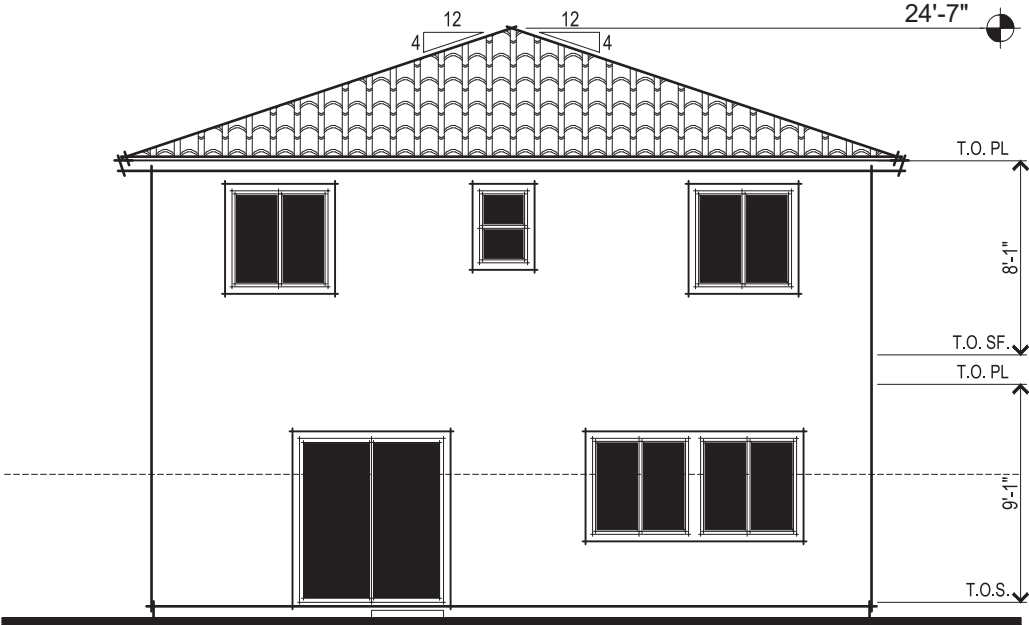
SANTA BARBARA ENHANCED LEFT ELEVATION



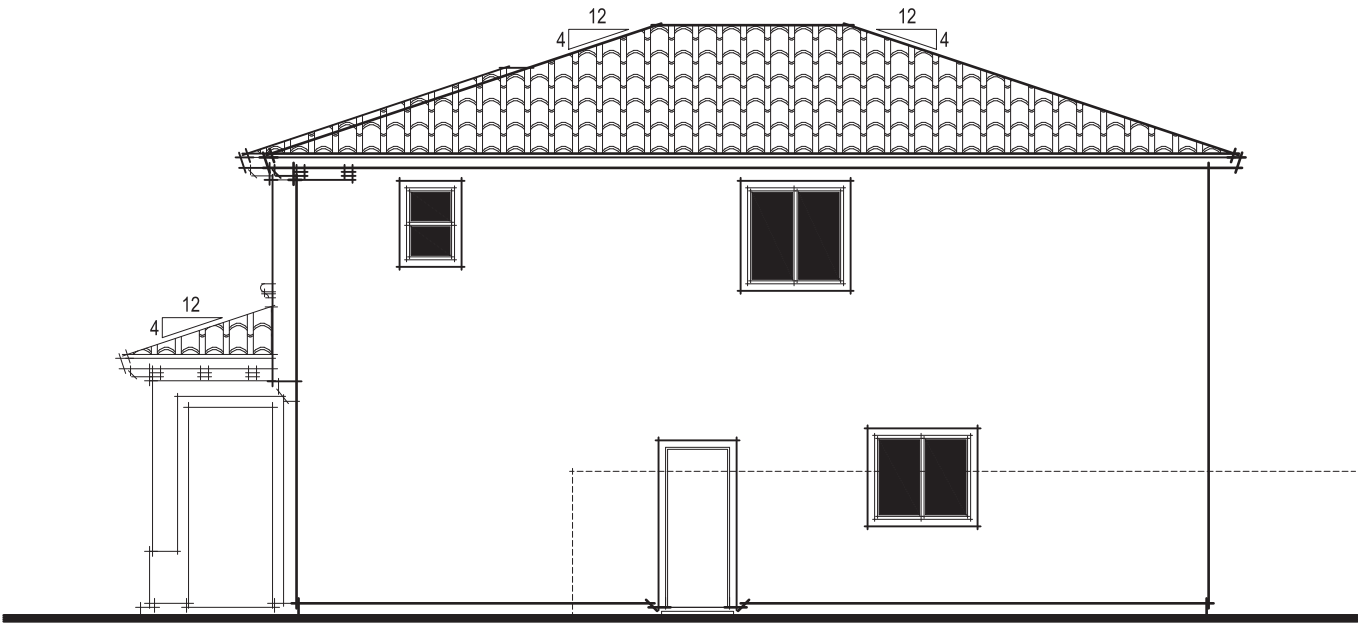
PLAN 1811 SANTA BARBARA ENHANCED ELEVATIONS
A008.1



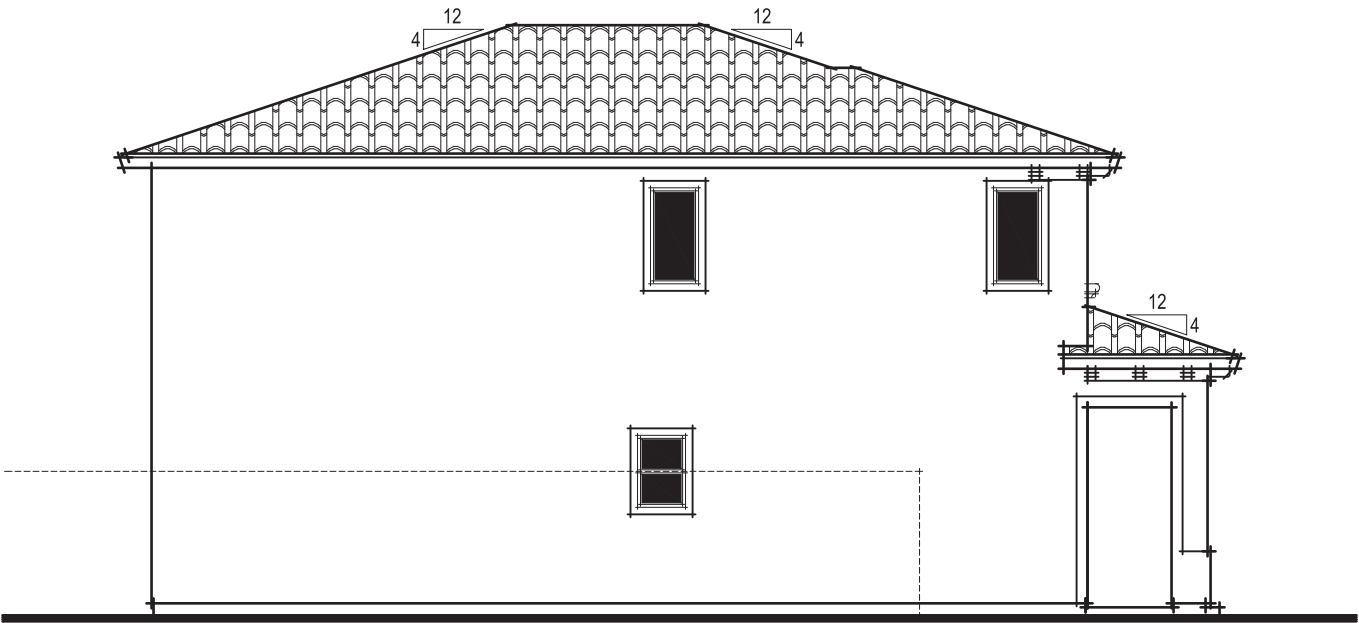
CLASSIC ITALIAN ROOF PLAN



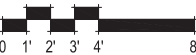
CLASSIC ITALIAN REAR ELEVATION



CLASSIC ITALIAN RIGHT ELEVATION



CLASSIC ITALIAN LEFT ELEVATION



PLAN 1811 CLASSIC ITALIAN ELEVATIONS
A009

AGENDA ITEM 10.2

thology at Anatolia
ho Cordova, CA
6, 2019

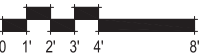
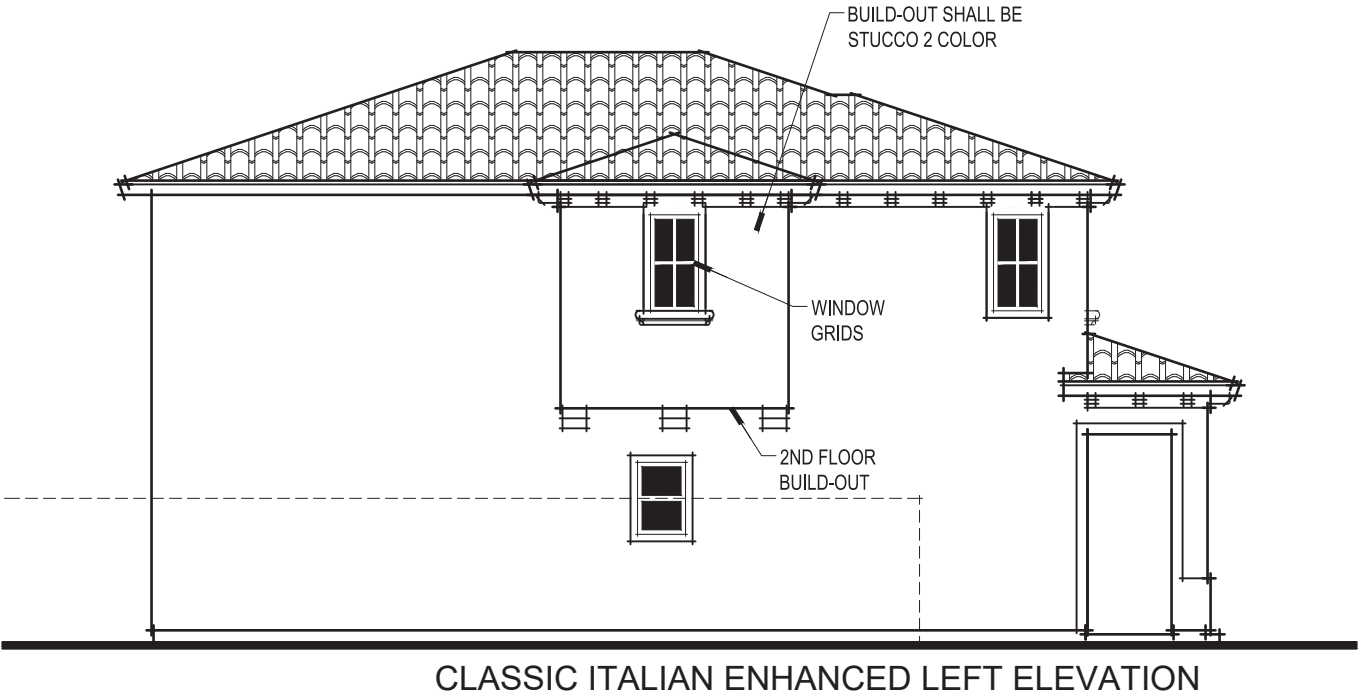


2260 DOUGLAS BLVD. SUITE 110
ROSEVILLE, CA 95661
916.297.4461

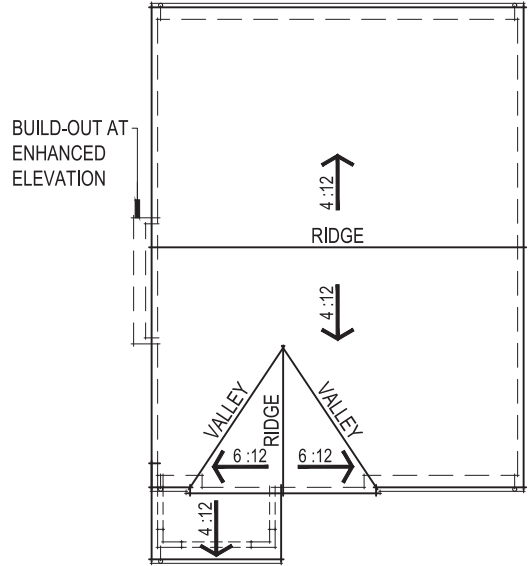
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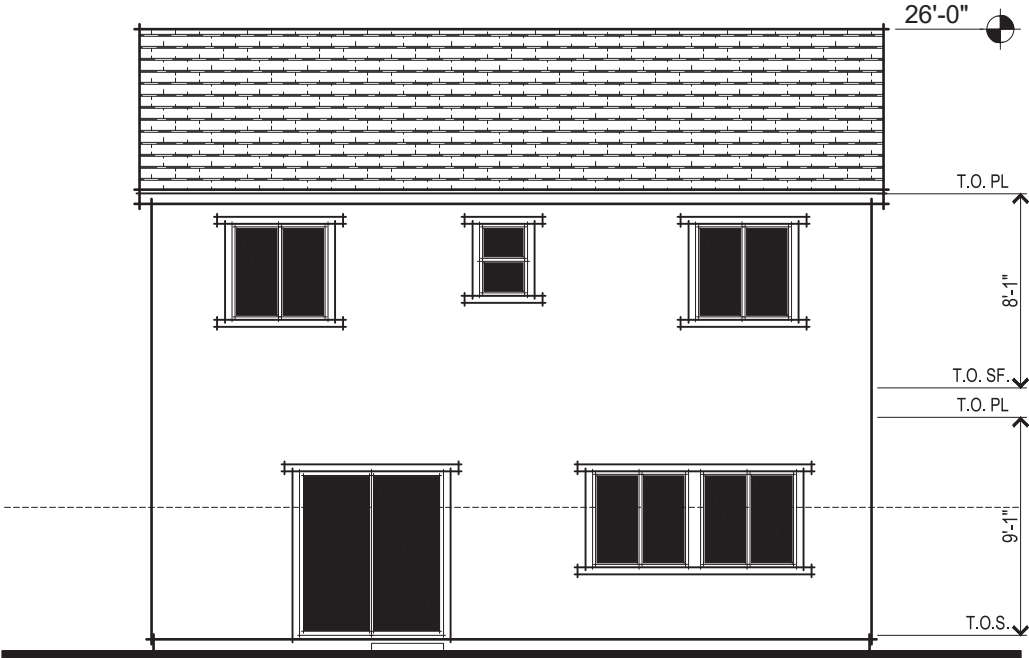




PLAN 1811 CLASSIC ITALIAN ENHANCED ELEVATIONS
A009.1



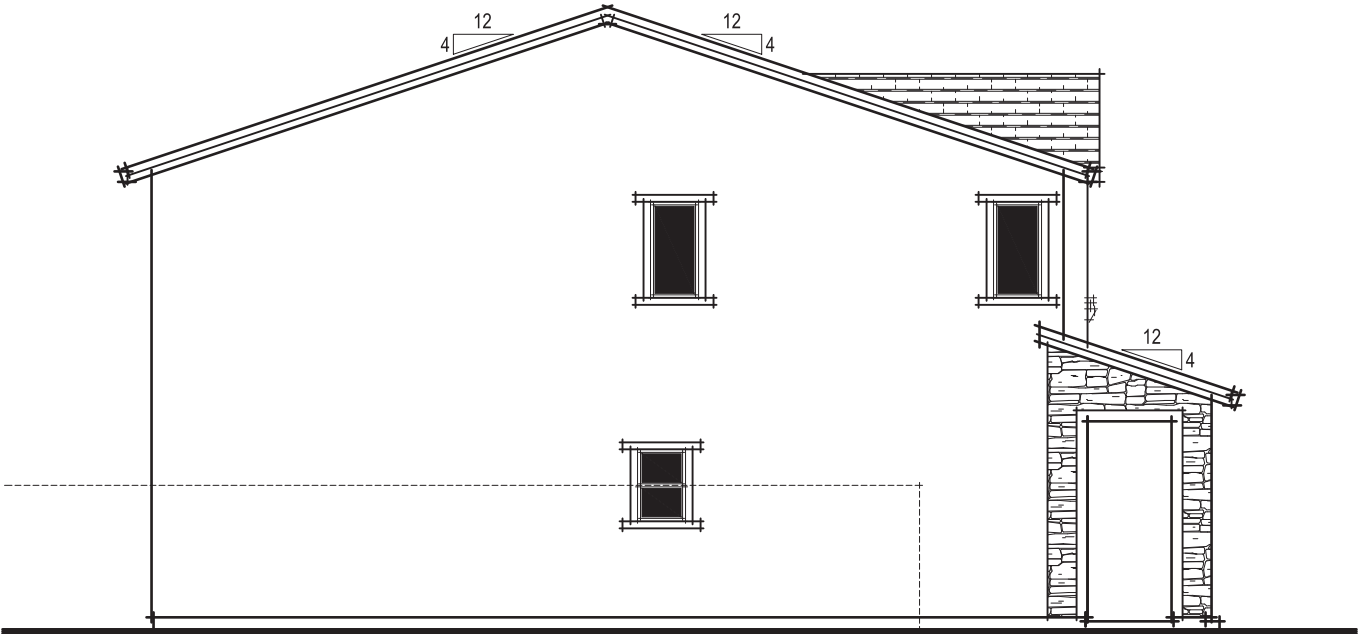
FRENCH COTTAGE ROOF PLAN



FRENCH COTTAGE REAR ELEVATION



FRENCH COTTAGE RIGHT ELEVATION



FRENCH COTTAGE LEFT ELEVATION

AGENDA ITEM 10.2

thology at Anatolia
ho Cordova, CA
6, 2019



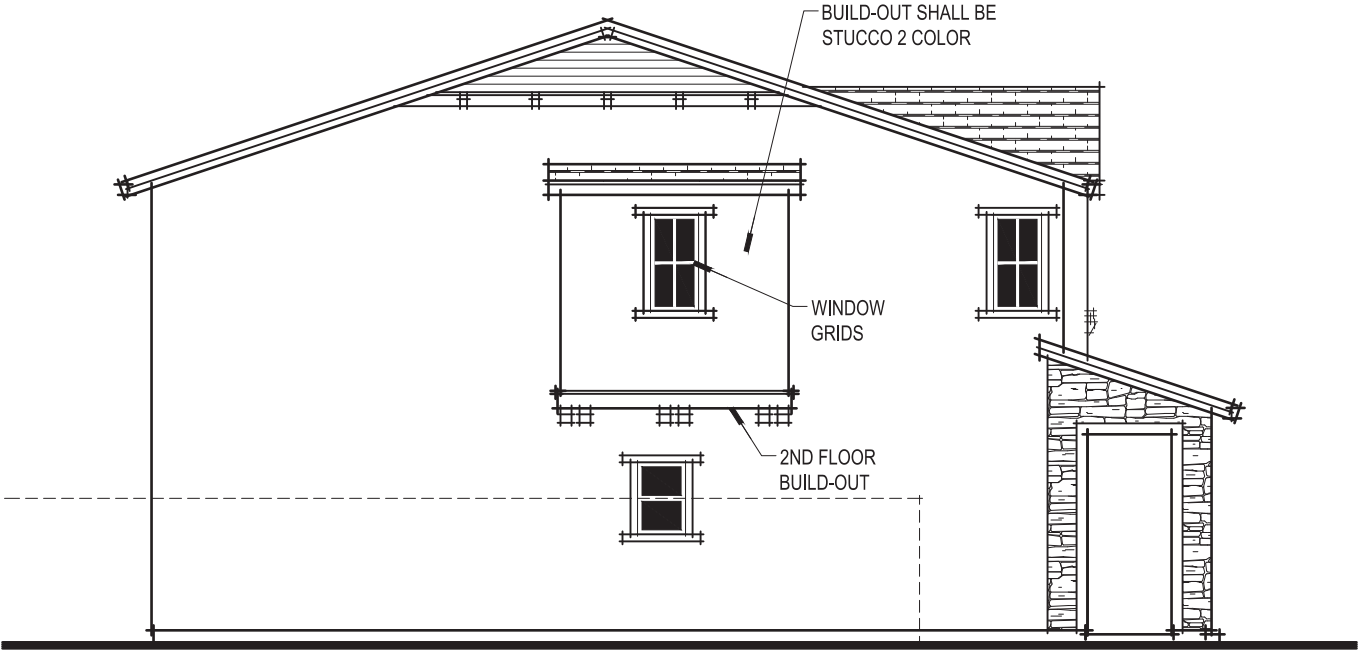
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916.297.4461

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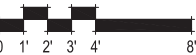
PLAN 1811 FRENCH COTTAGE ELEVATIONS
A010

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FRENCH COTTAGE ENHANCED LEFT ELEVATION



PLAN 1811 FRENCH COTTAGE ENHANCED ELEVATIONS
A010.1

AGENDA ITEM 10.2

Technology at Anatolia
Sho Cordova, CA
6, 2019

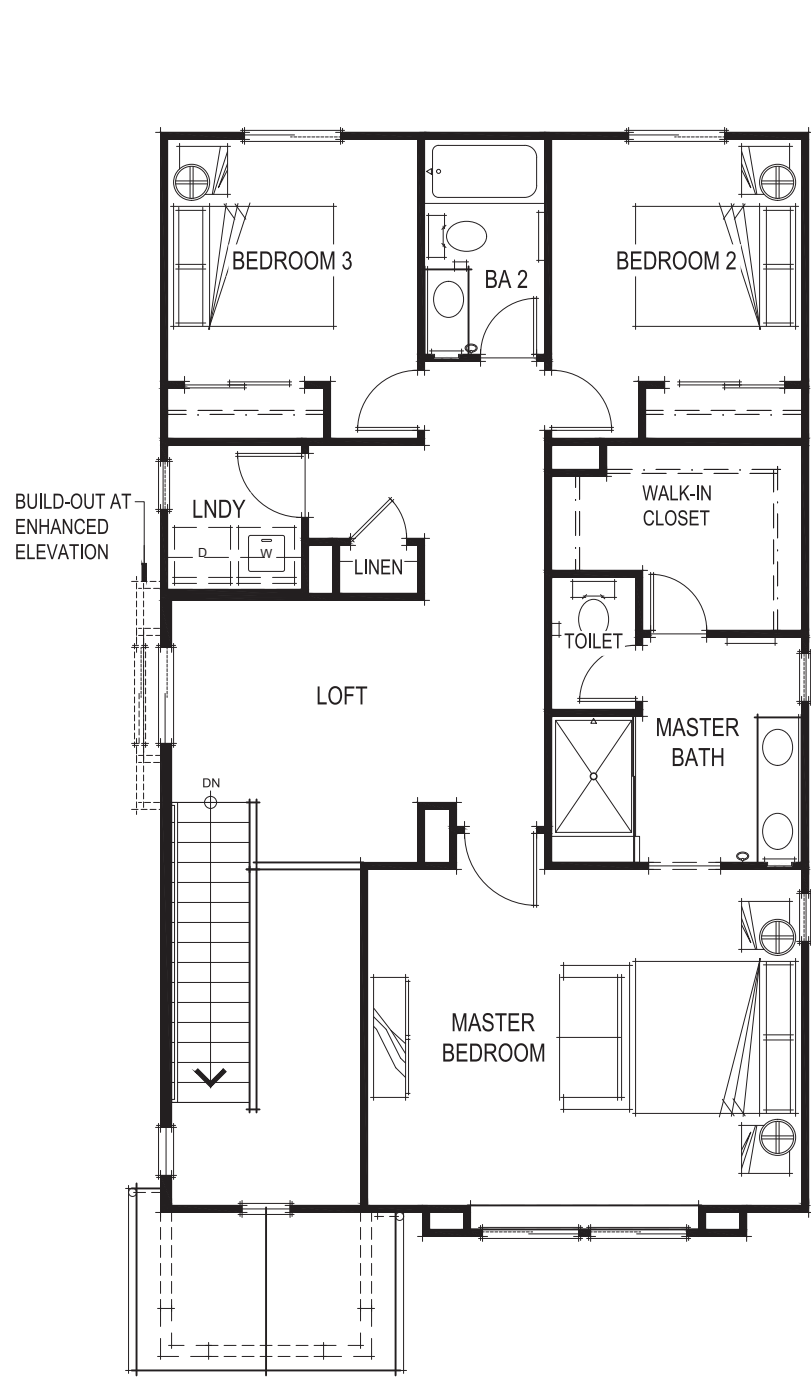


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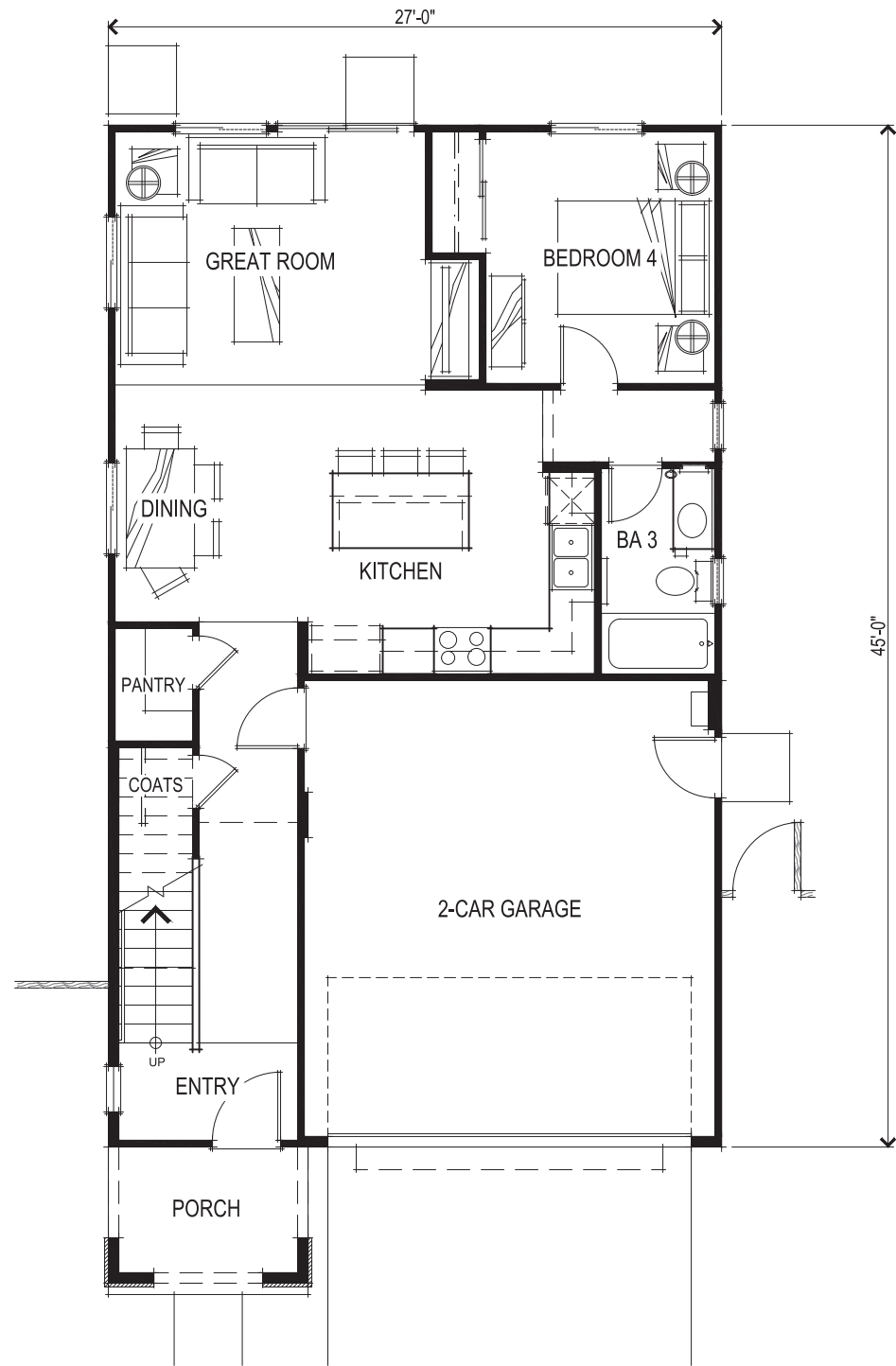
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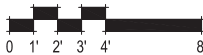


SECOND FLOOR PLAN



FRENCH COTTAGE
FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	838 SQ. FT.
SECOND FLOOR	1094 SQ. FT.
TOTAL LIVING	1932 SQ. FT.
2-CAR GARAGE	377 SQ. FT.



PLAN 1932 FLOOR PLANS
A011



FRENCH COTTAGE FRONT ELEVATION



SANTA BARBARA FRONT ELEVATION

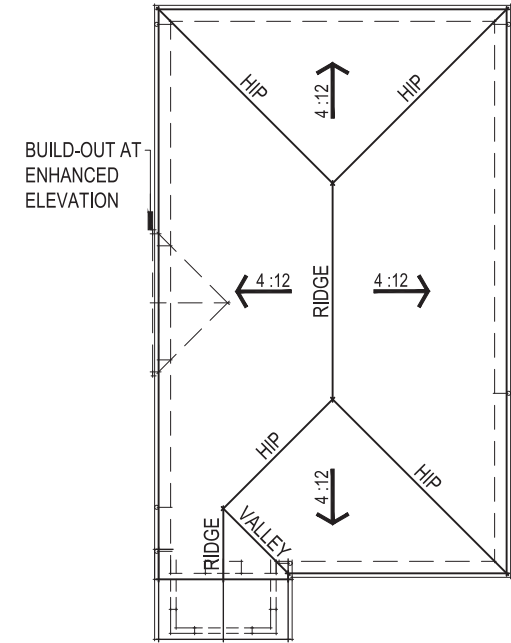
NOTE:
ALL GARAGE DOORS SHALL HAVE STANDARD
GLASS PANELS



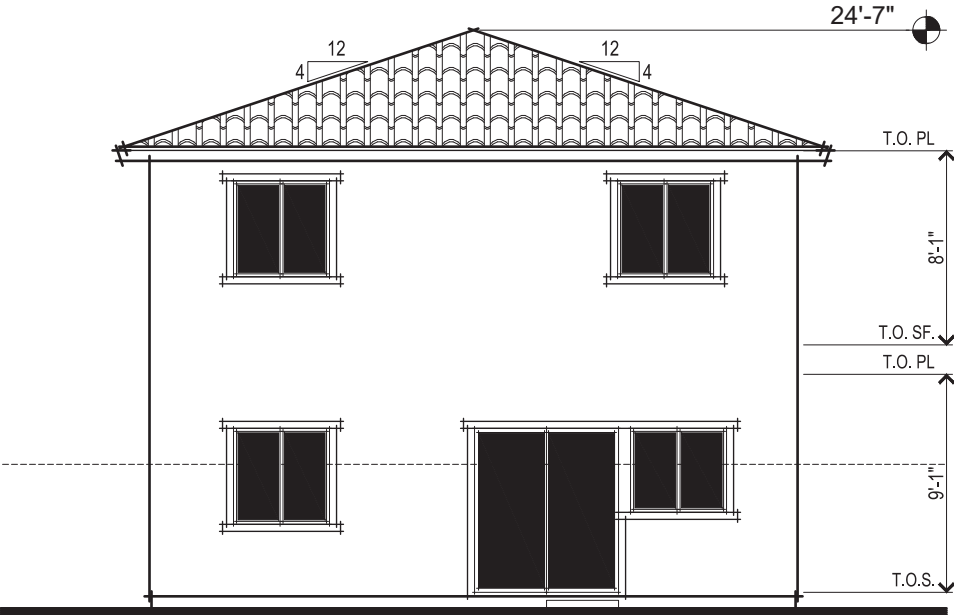
CLASSIC ITALIAN FRONT ELEVATION



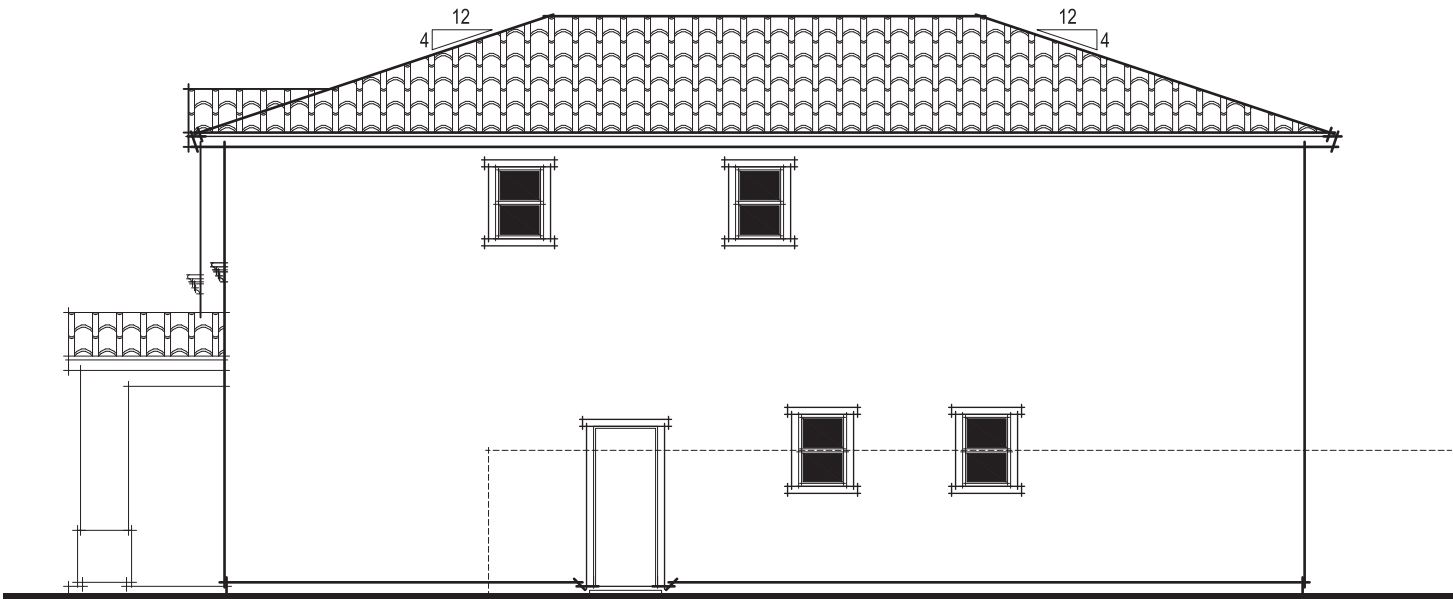
PLAN 1932 FRONT ELEVATIONS
A012



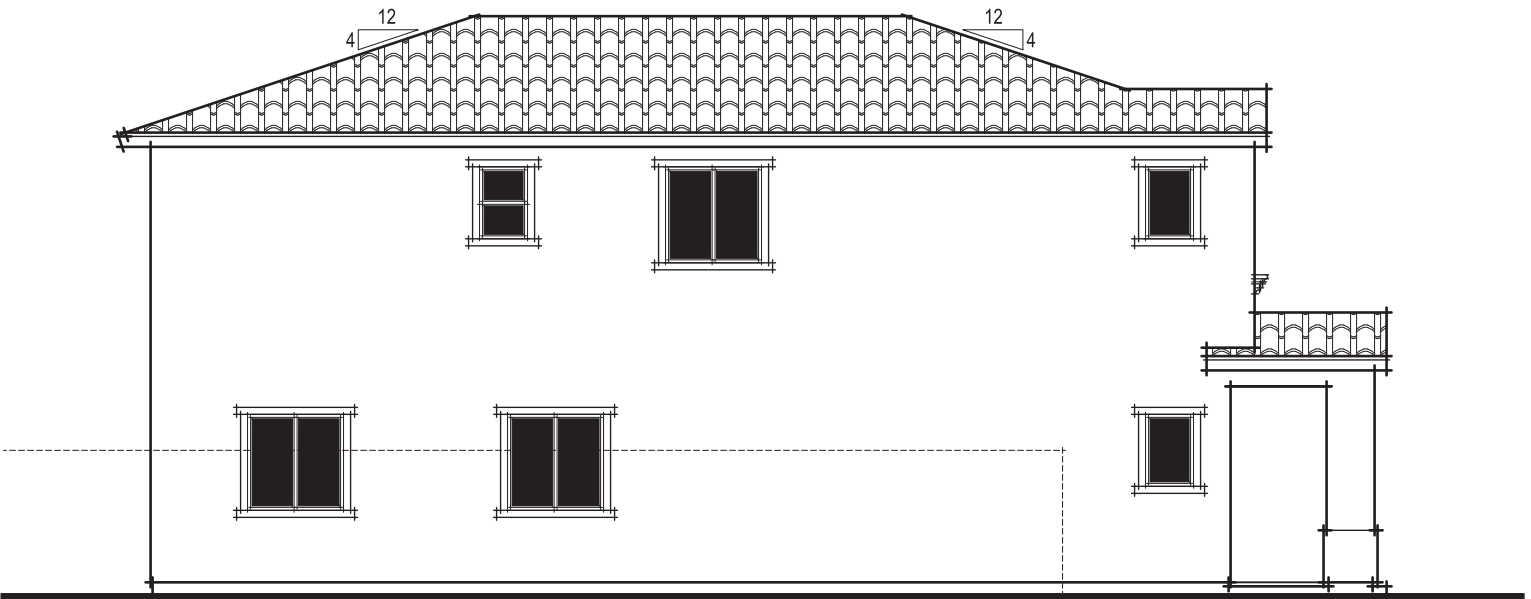
SANTA BARBARA ROOF PLAN



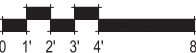
SANTA BARBARA REAR ELEVATION



SANTA BARBARA RIGHT ELEVATION



SANTA BARBARA LEFT ELEVATION



PLAN 1932 SANTA BARBARA ELEVATIONS
A013

AGENDA ITEM 10.2

thology at Anatolia
ho Cordova, CA
6, 2019

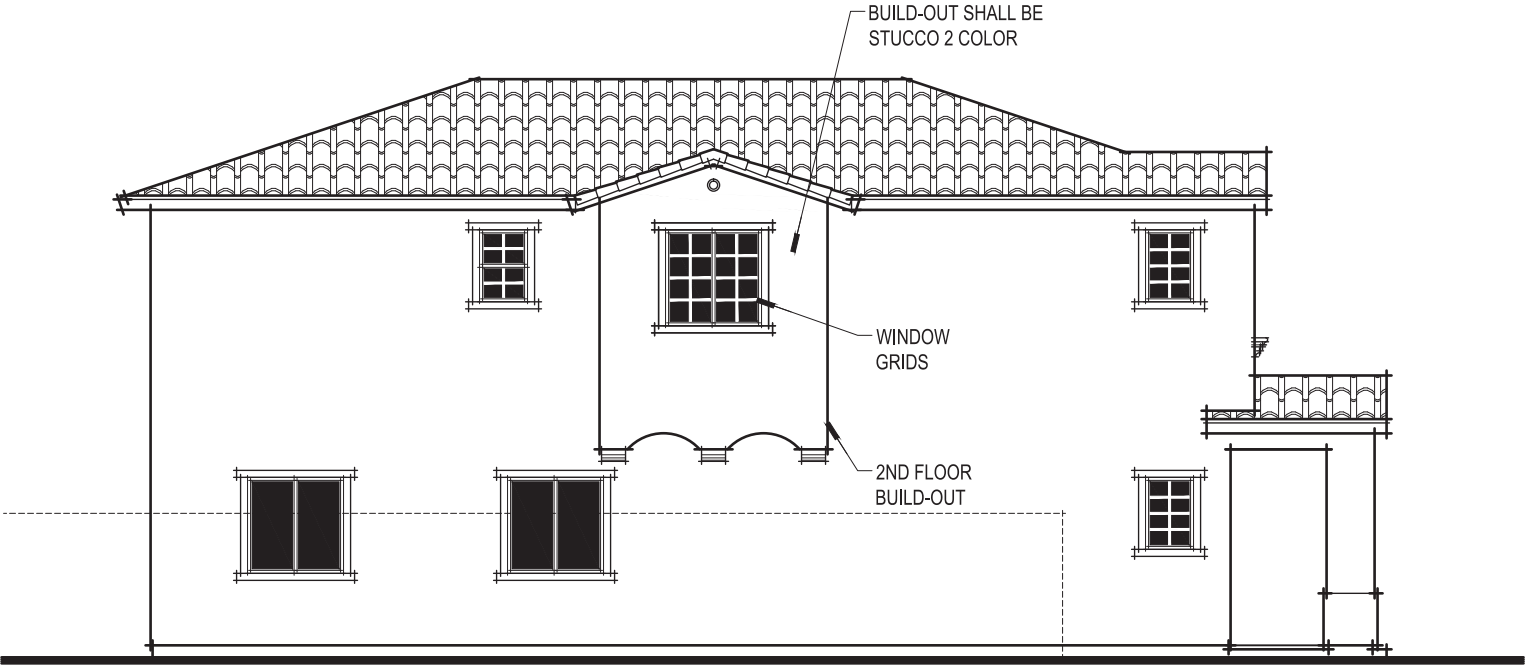


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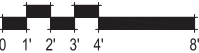
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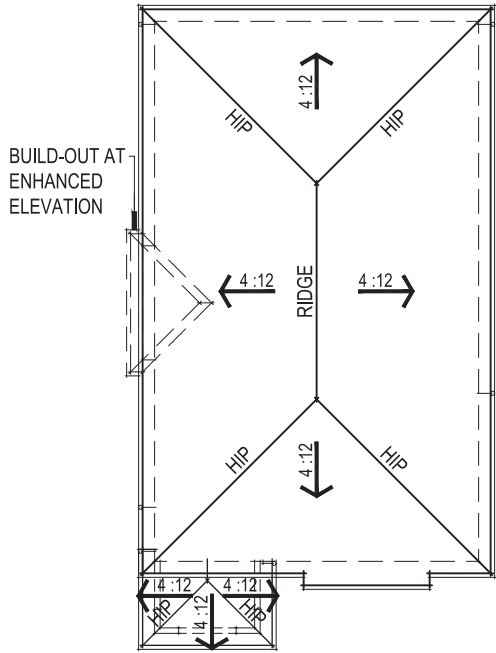




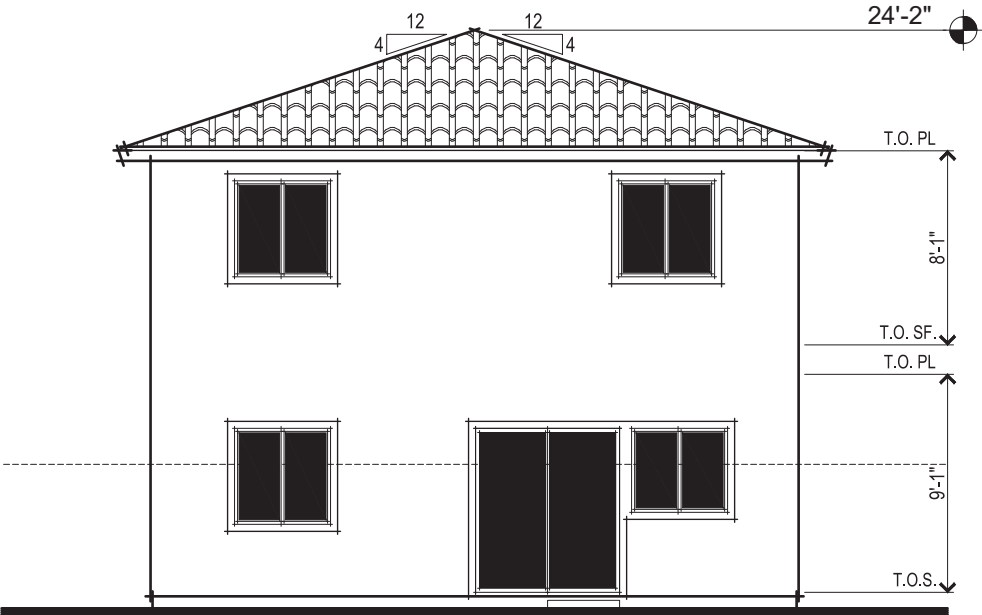
SANTA BARBARA ENHANCED LEFT ELEVATION



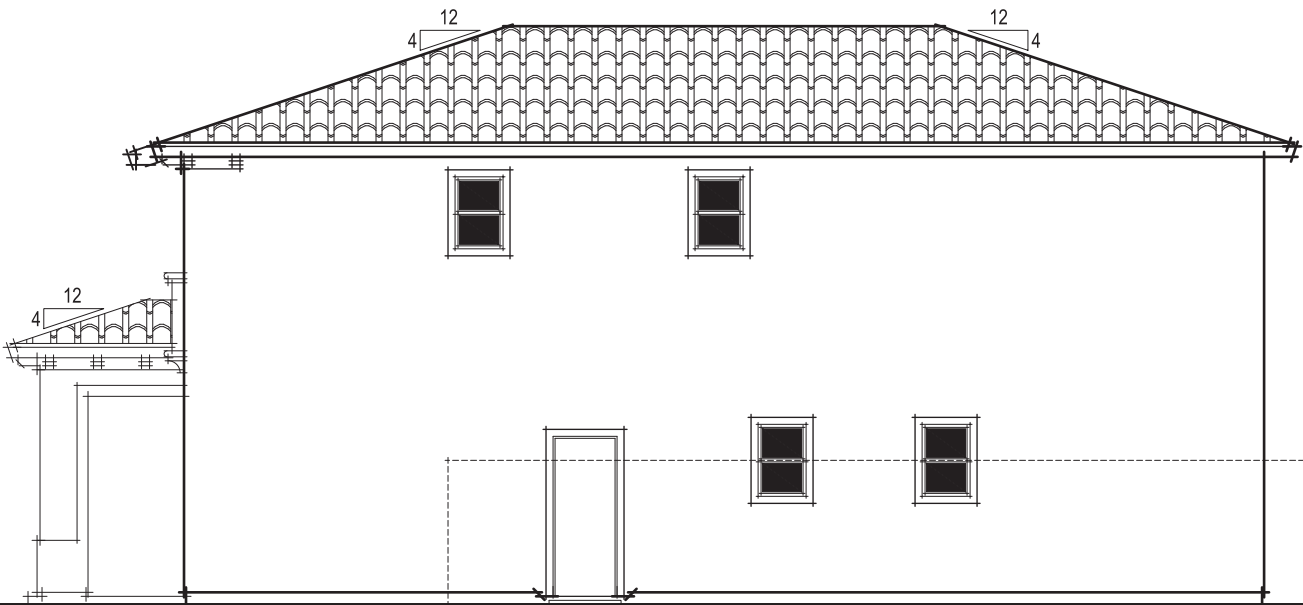
PLAN 1932 SANTA BARBARA ENHANCED ELEVATIONS
A013.1



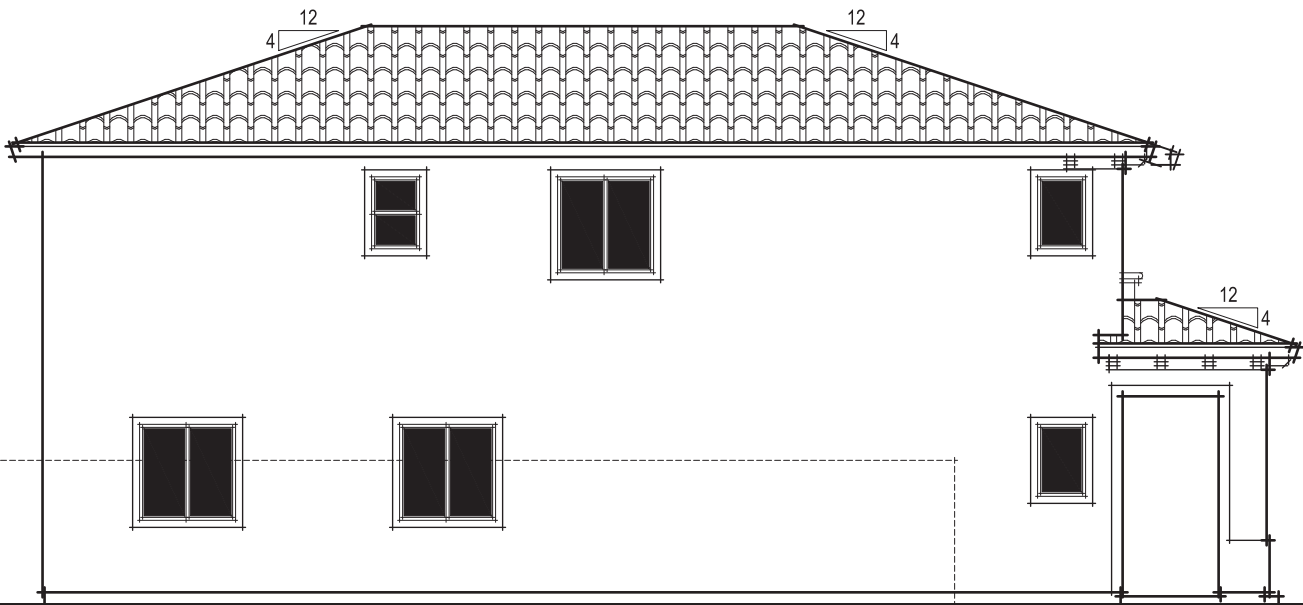
CLASSIC ITALIAN ROOF PLAN



CLASSIC ITALIAN REAR ELEVATION



CLASSIC ITALIAN RIGHT ELEVATION



CLASSIC ITALIAN LEFT ELEVATION

AGENDA ITEM 10.2

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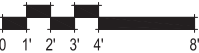
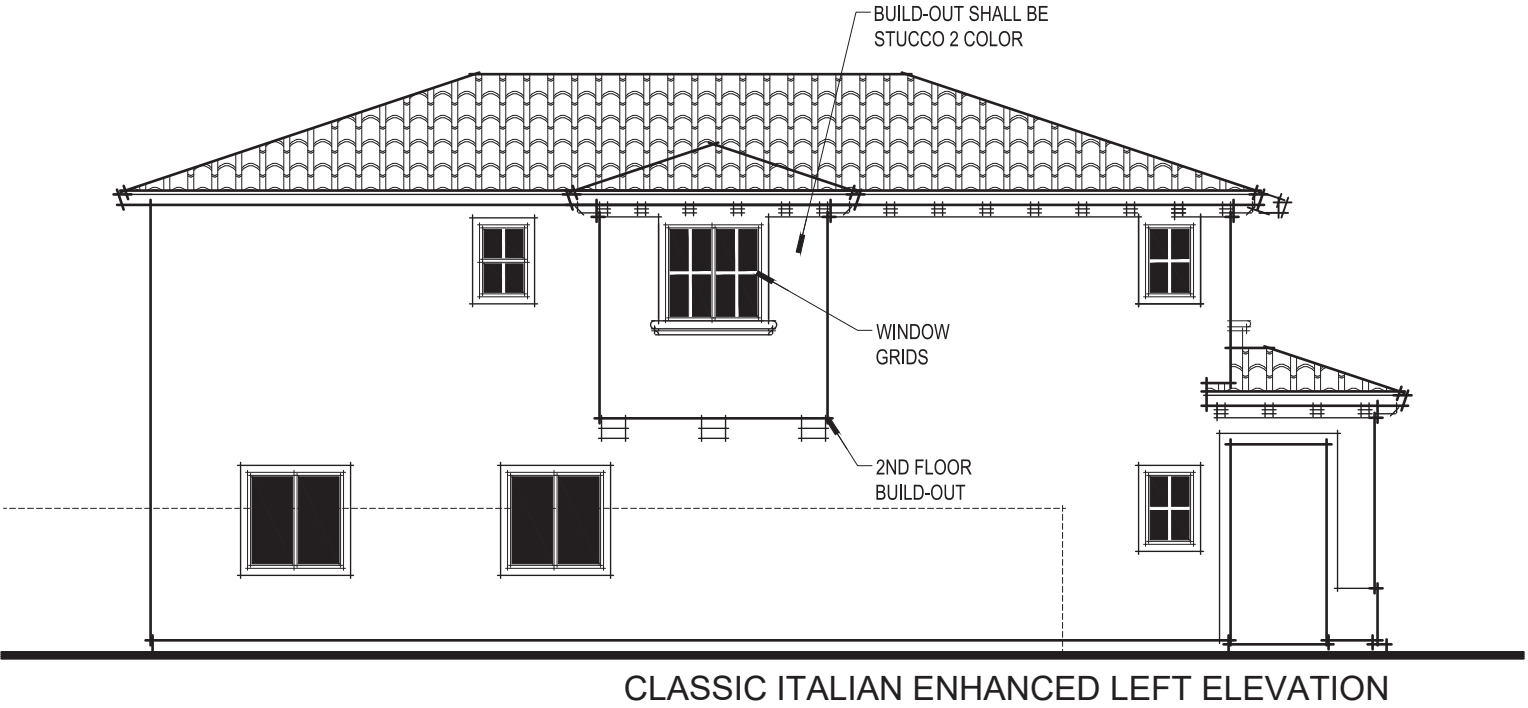
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PLAN 1932 CLASSIC ITALIAN ELEVATIONS

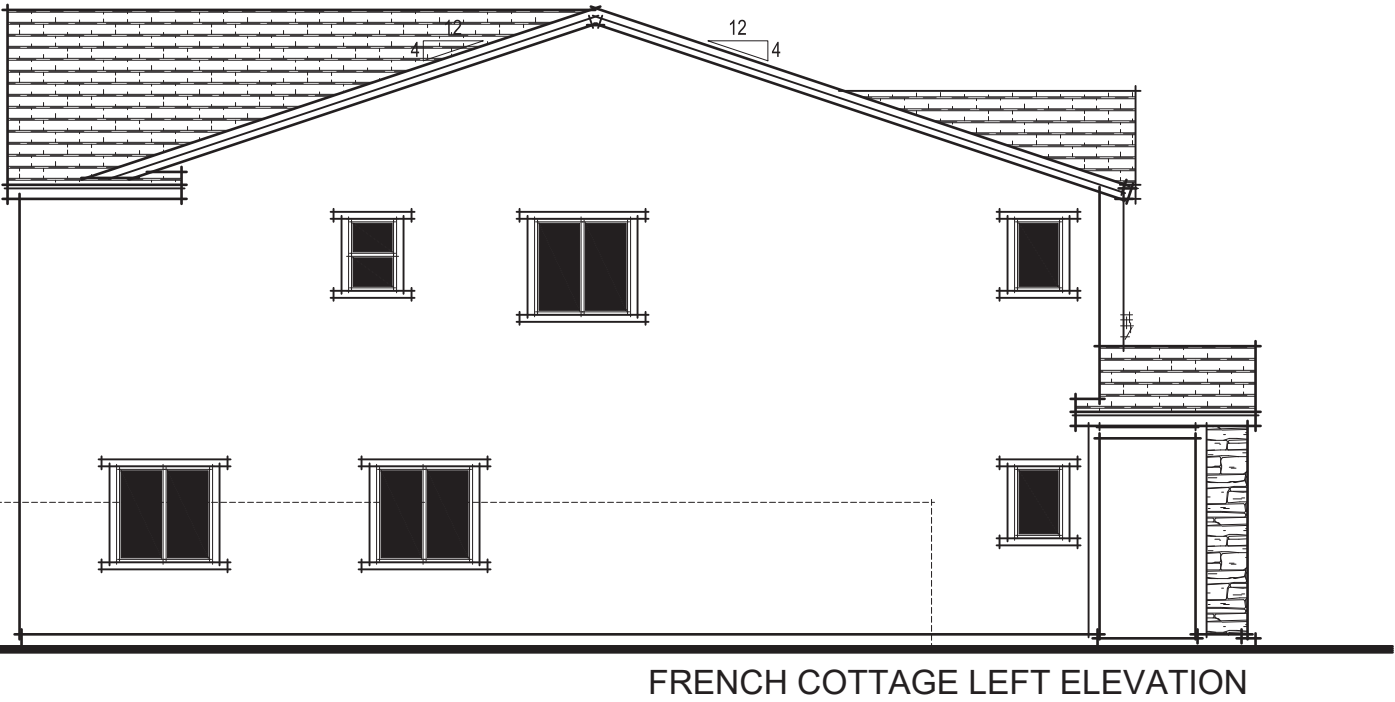
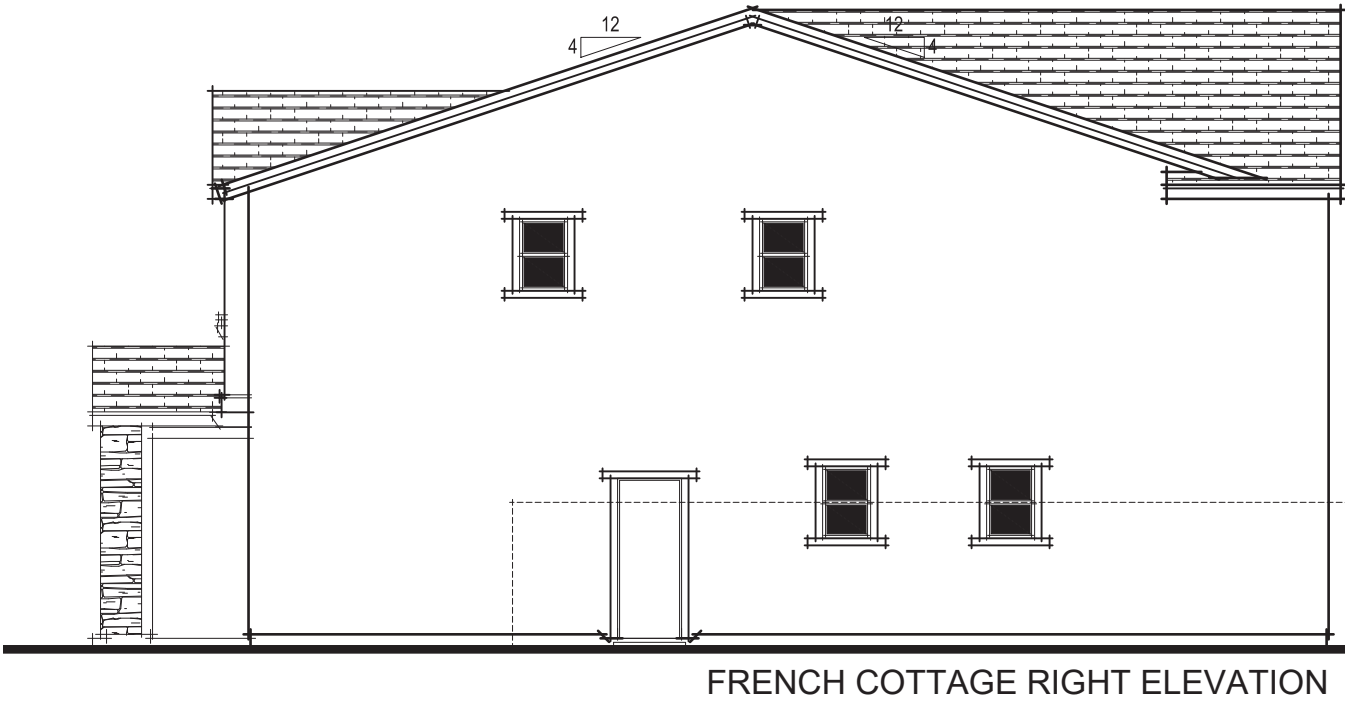
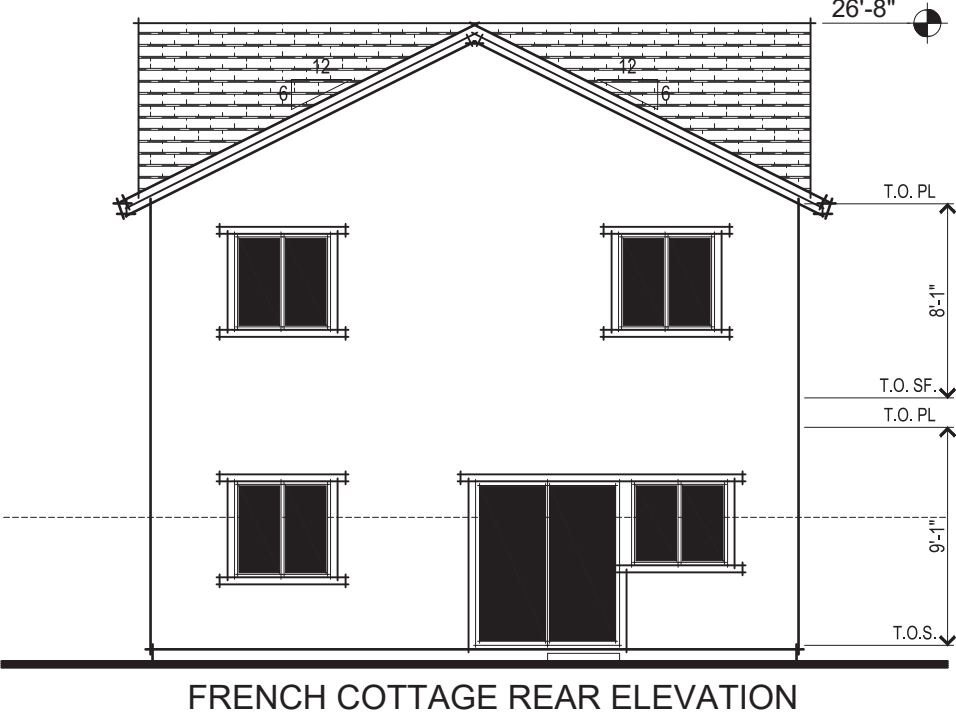
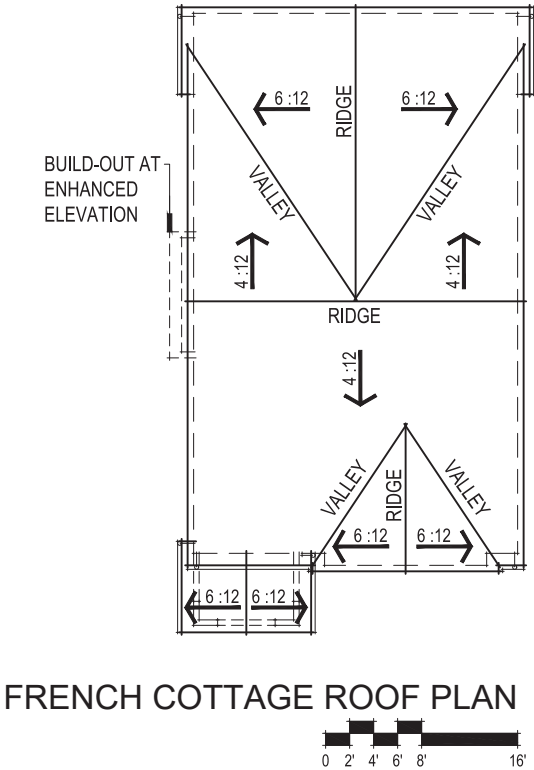
A014

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PLAN 1932 CLASSIC ITALIAN ENHANCED ELEVATIONS
A014.1



AGENDA ITEM 10.2

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6, 2019



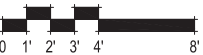
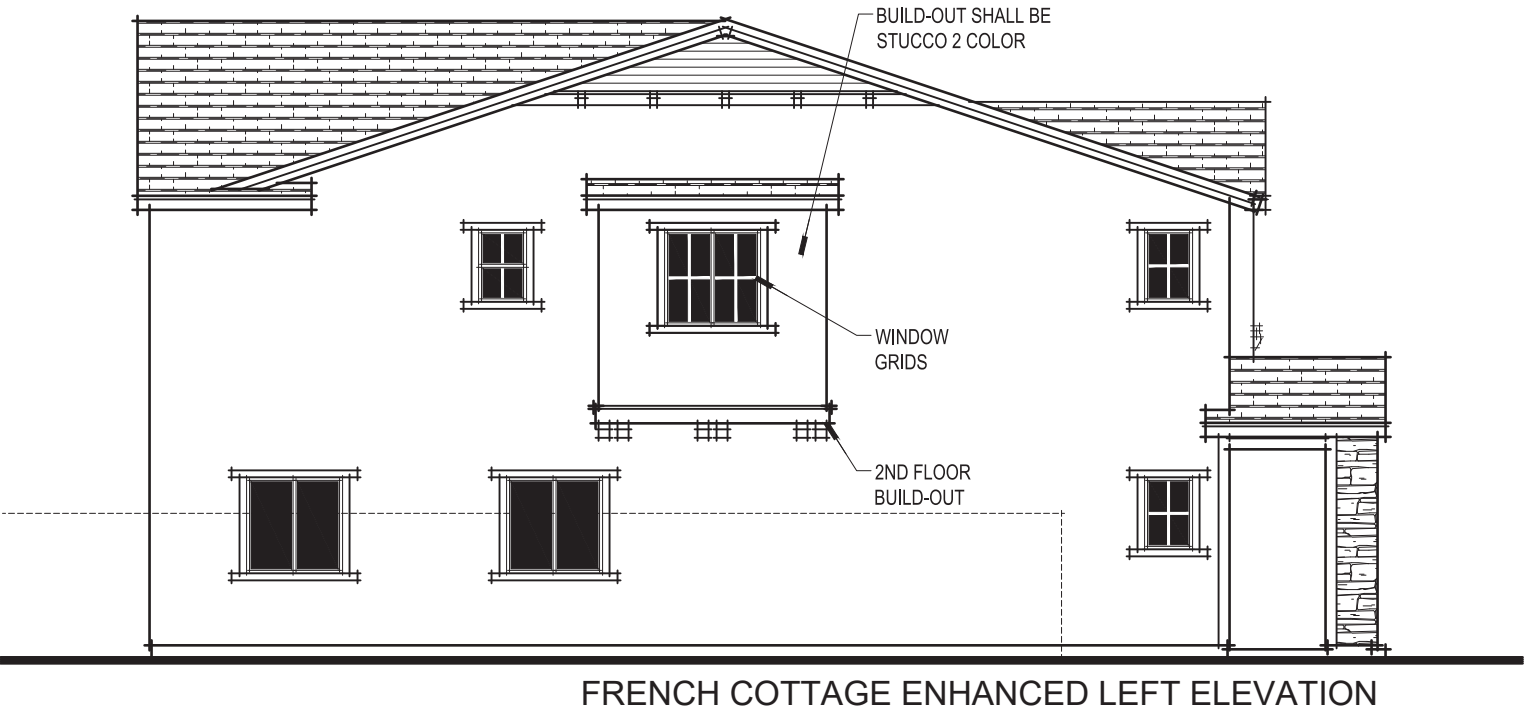
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ROSEVILLE, CA 95661
916.297.4461

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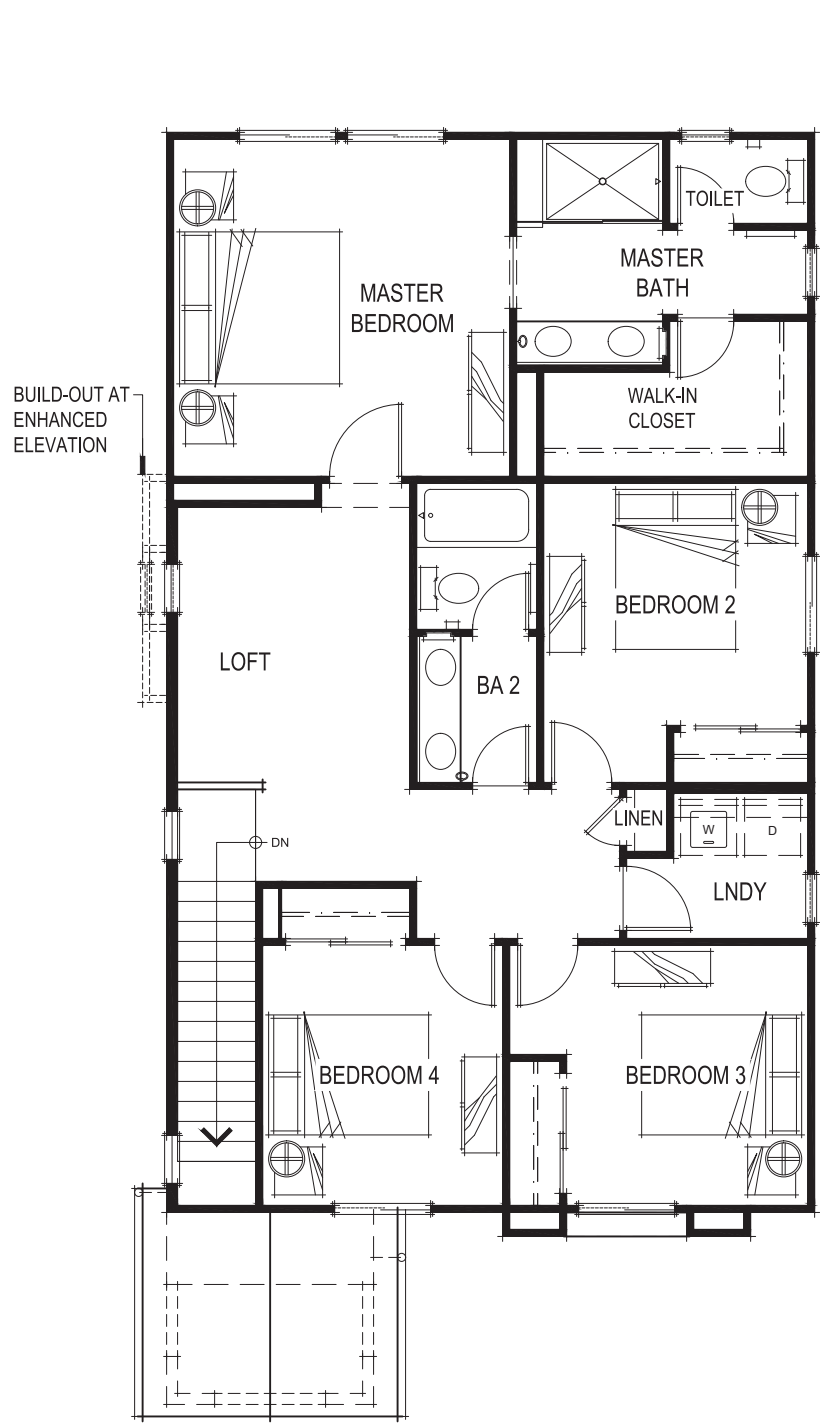
PLAN 1932 FRENCH COTTAGE ELEVATIONS
A015

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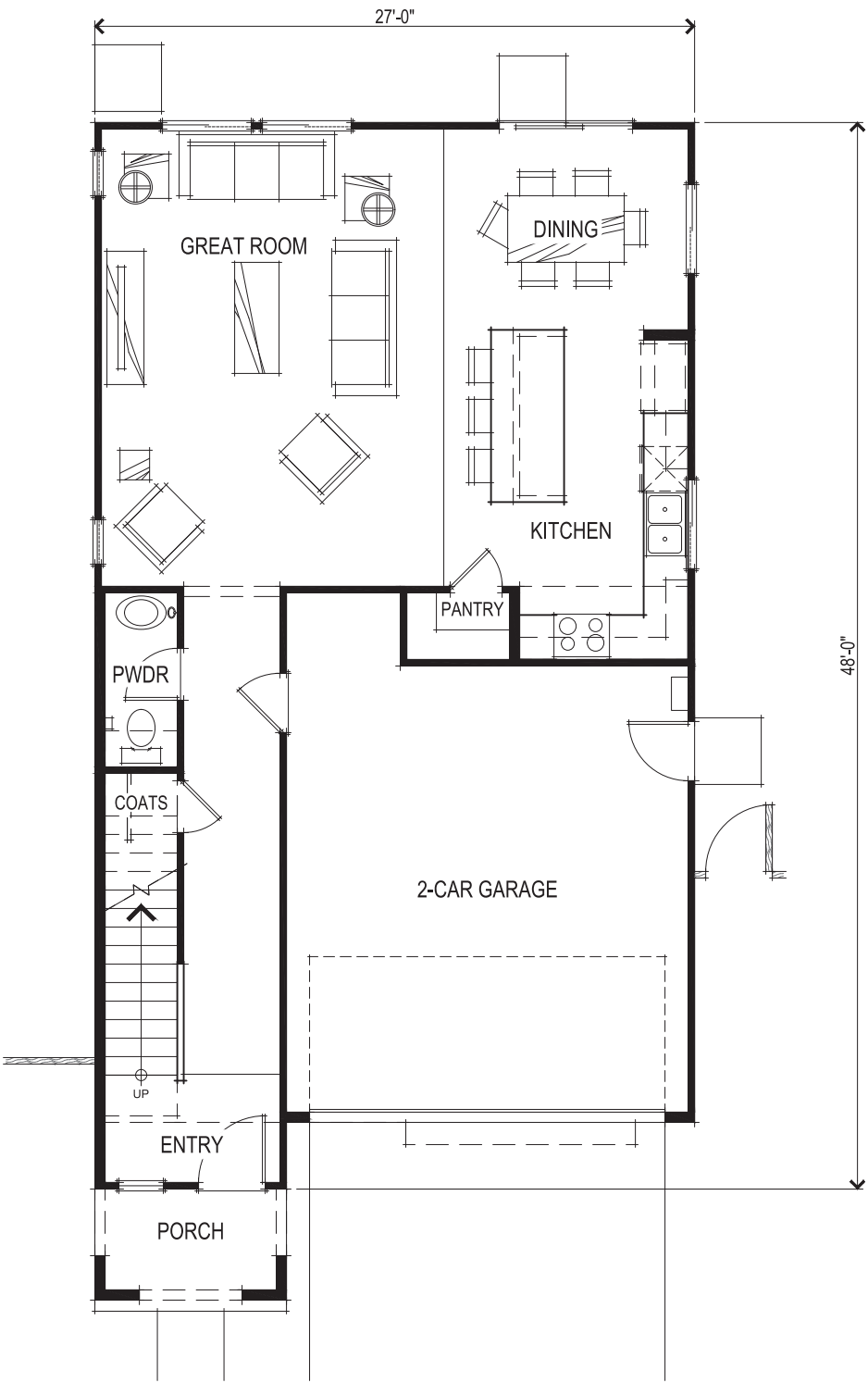




PLAN 1932 FRENCH COTTAGE ENHANCED ELEVATIONS
A015.1



SECOND FLOOR PLAN



SANTA BARBARA
FIRST FLOOR PLAN

SQUARE FOOTAGES	
FIRST FLOOR	847 SQ. FT.
SECOND FLOOR	1175 SQ. FT.
TOTAL LIVING	2022 SQ. FT.
2-CAR GARAGE	394 SQ. FT.



PLAN 2022 FLOOR PLANS
A016

NOTE:
ALL GARAGE DOORS SHALL HAVE STANDARD
GLASS PANELS



FRENCH COTTAGE FRONT ELEVATION



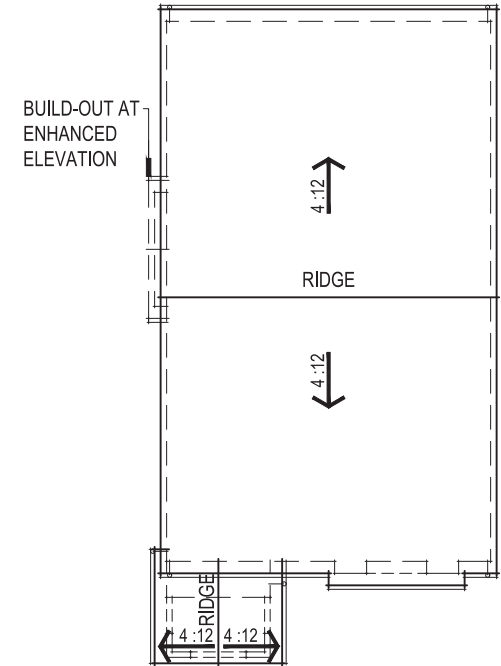
SANTA BARBARA FRONT ELEVATION



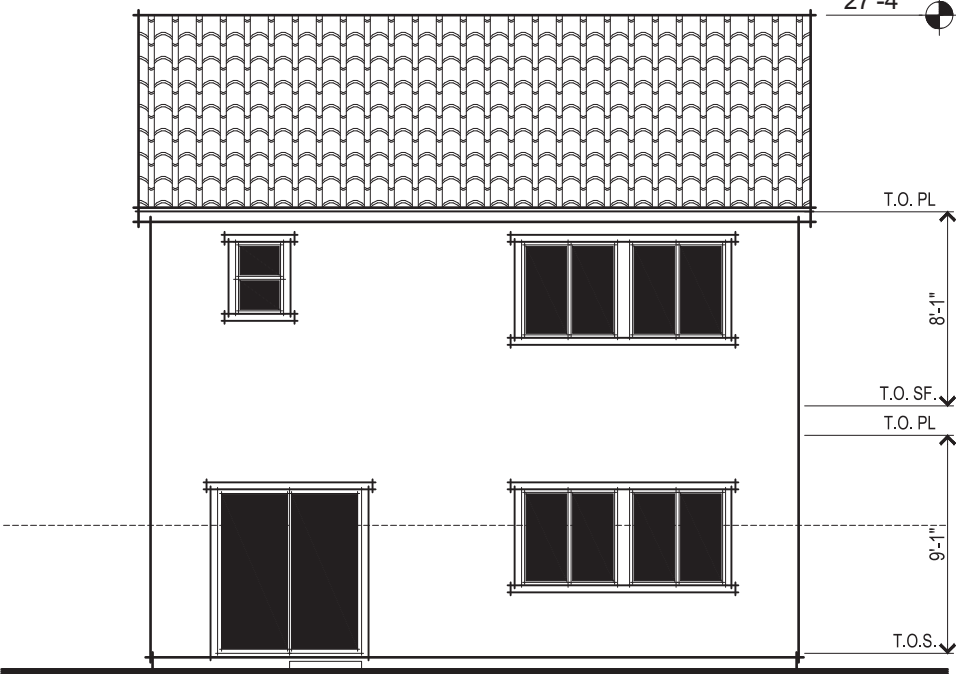
CLASSIC ITALIAN FRONT ELEVATION



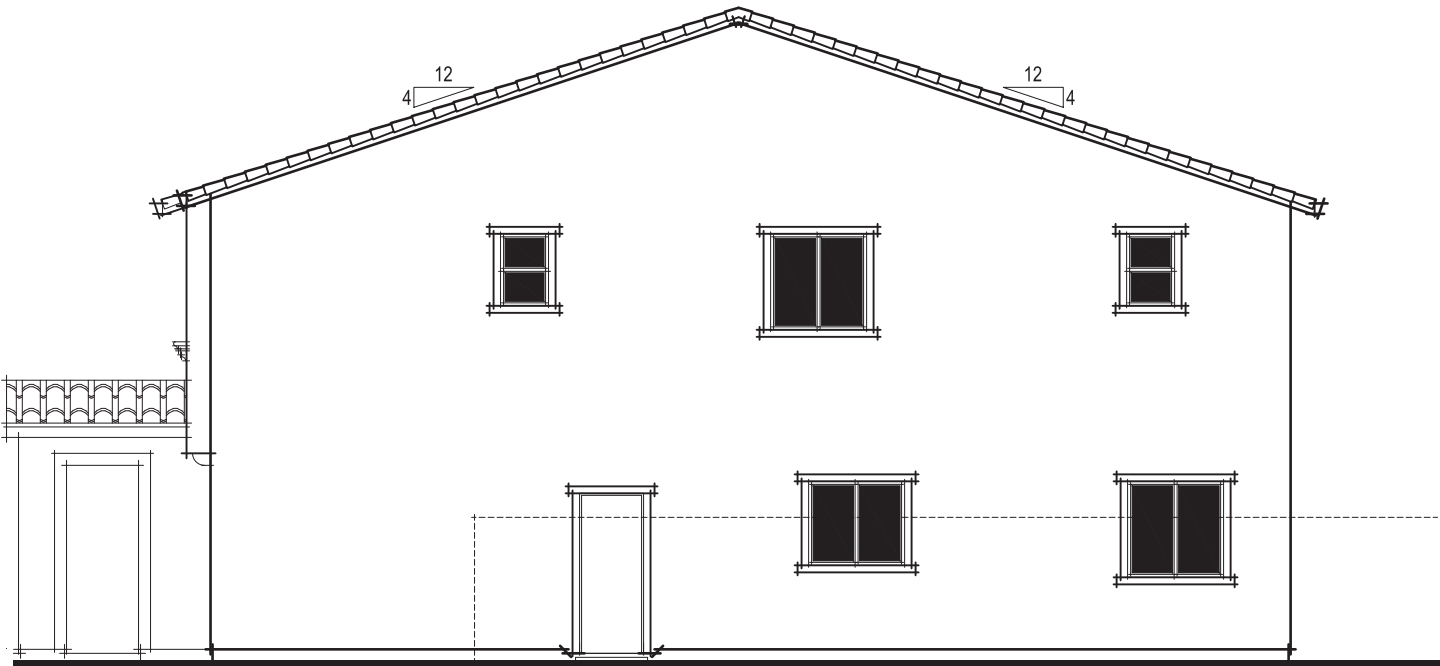
PLAN 2022 FRONT ELEVATIONS
A017



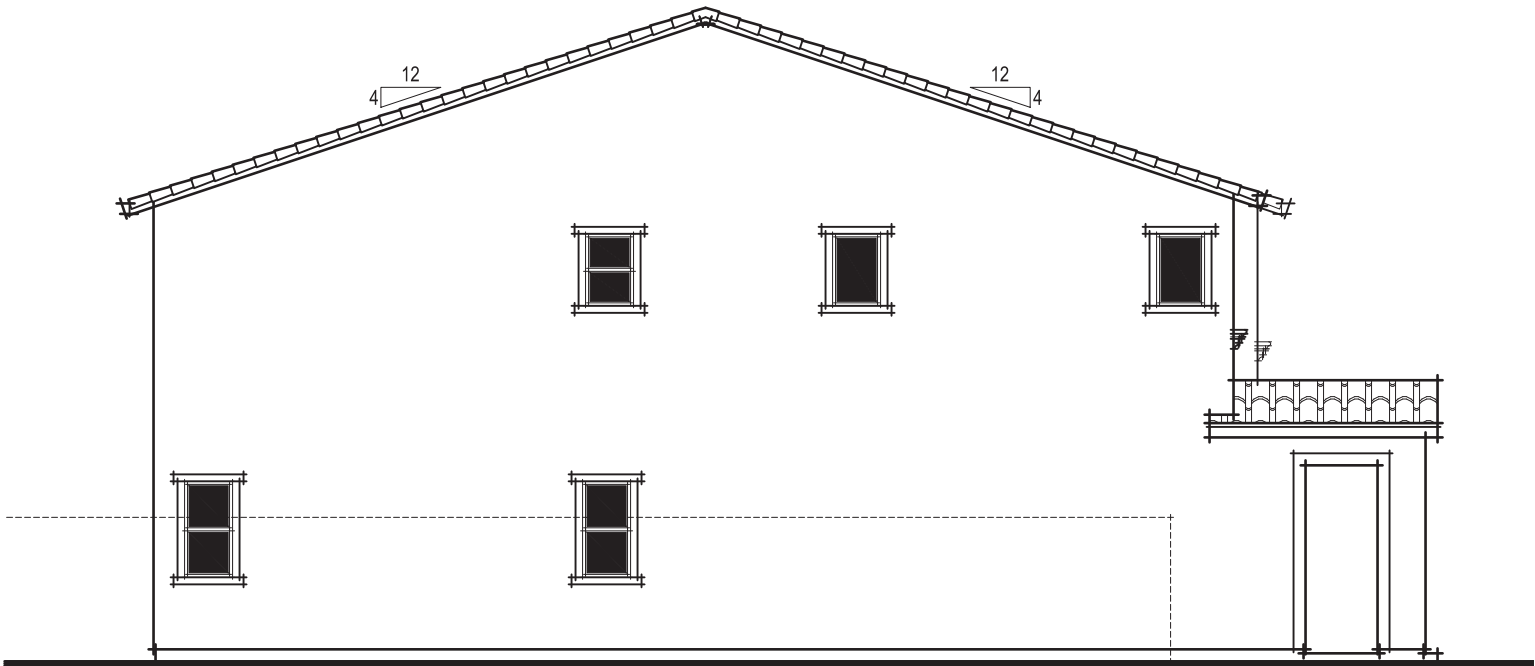
SANTA BARBARA ROOF PLAN



SANTA BARBARA REAR ELEVATION



SANTA BARBARA RIGHT ELEVATION



SANTA BARBARA LEFT ELEVATION

AGENDA ITEM 10.2

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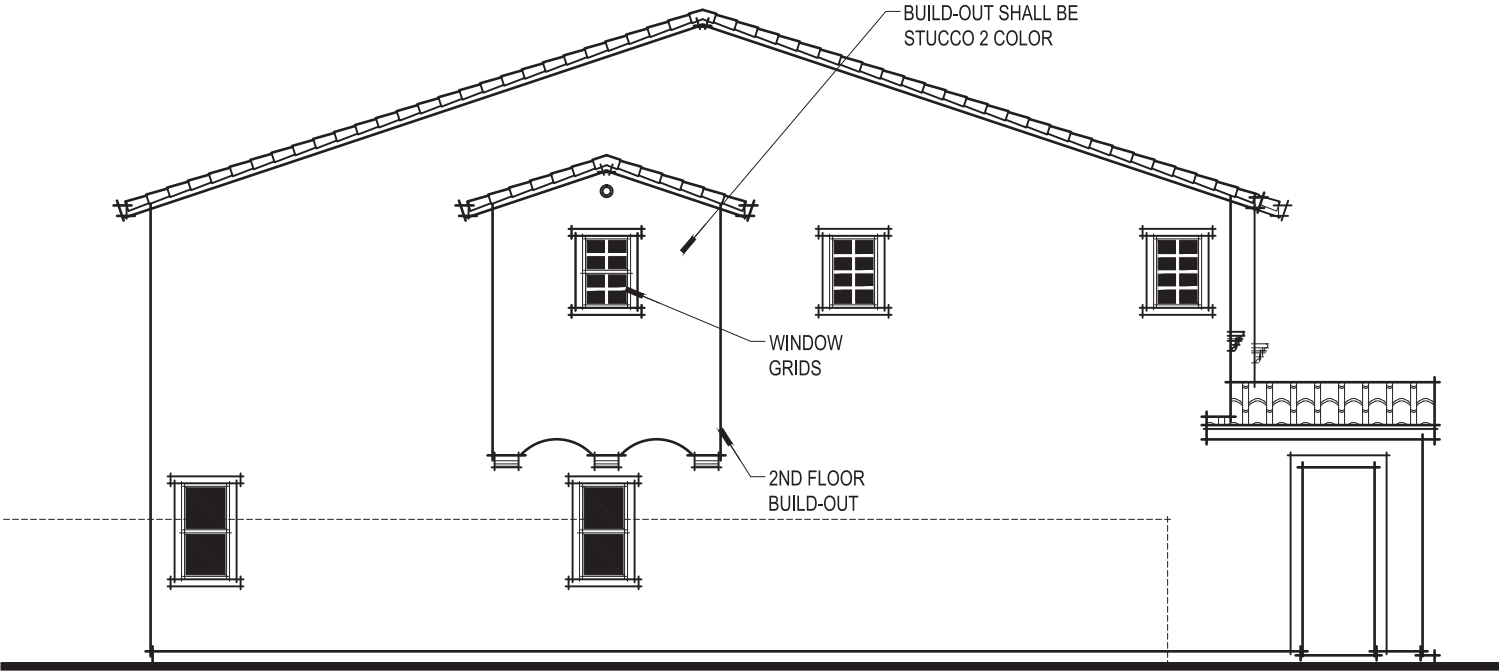
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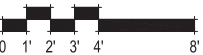
PLAN 2022 SANTA BARBARA ELEVATIONS
A018

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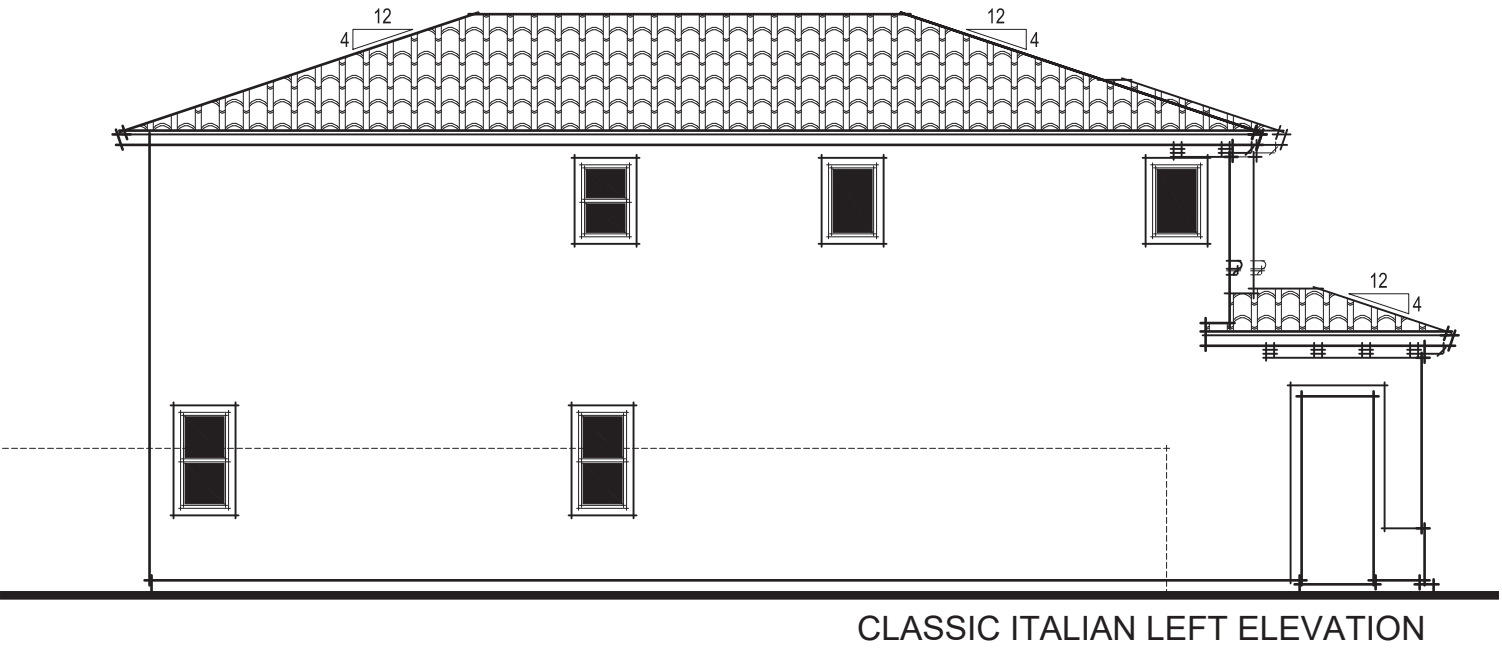
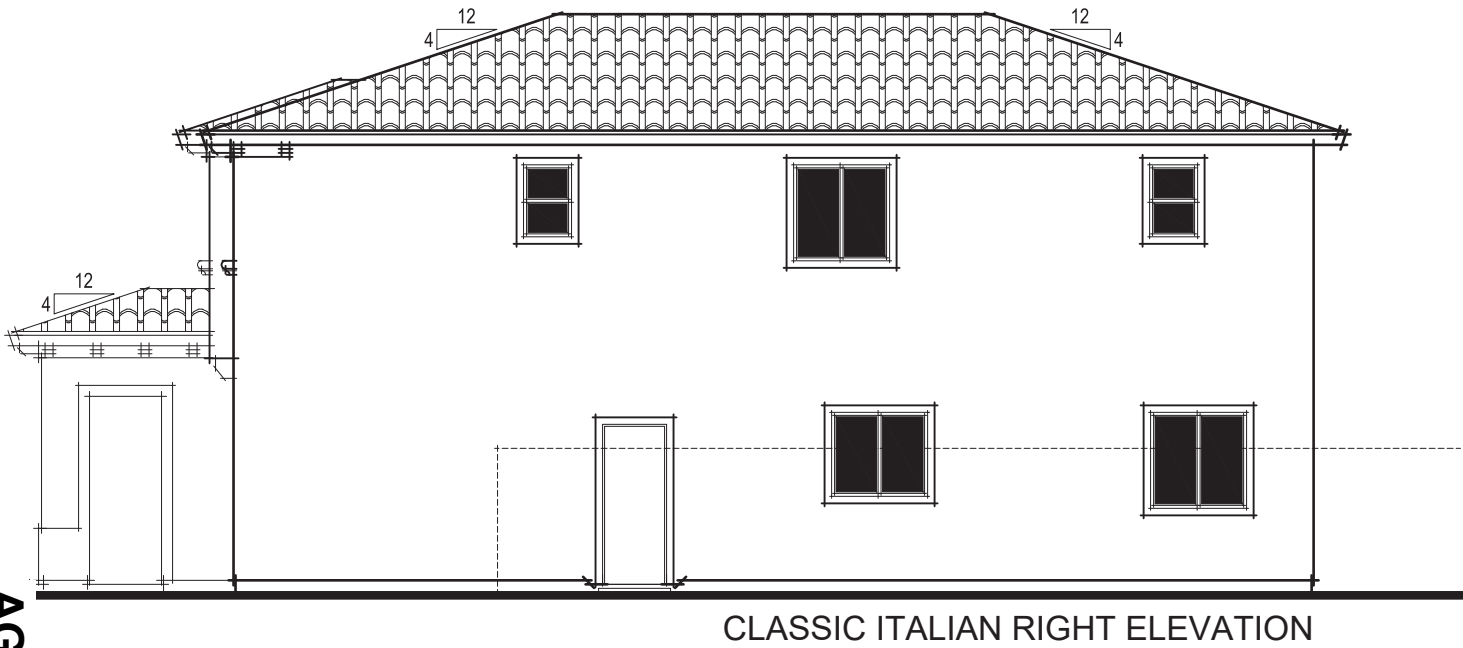
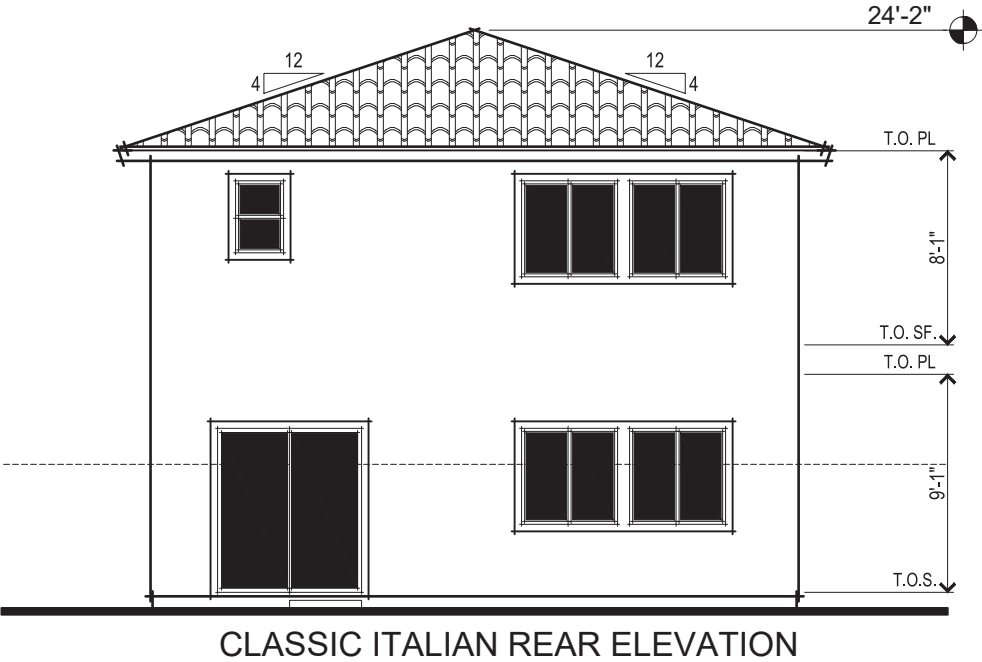
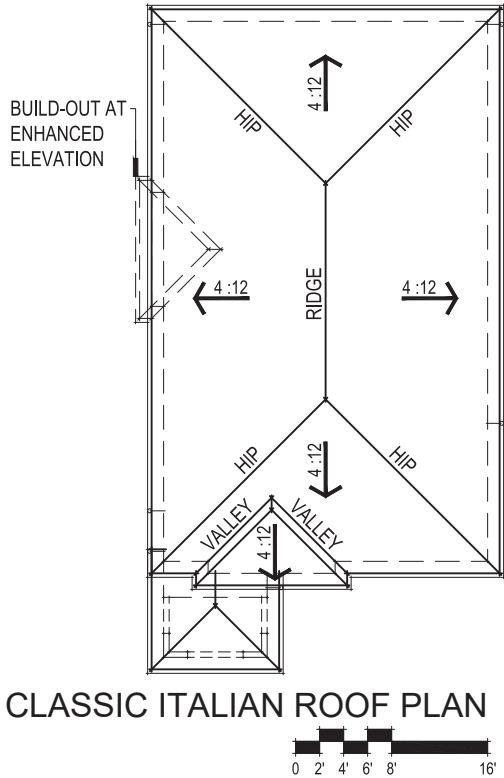




SANTA BARBARA ENHANCED LEFT ELEVATION



PLAN 2022 SANTA BARBARA ENHANCED ELEVATIONS
A018.1



AGENDA ITEM 10.2

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ho Cordova, CA
6, 2019

R-HORTON
merica's Builder

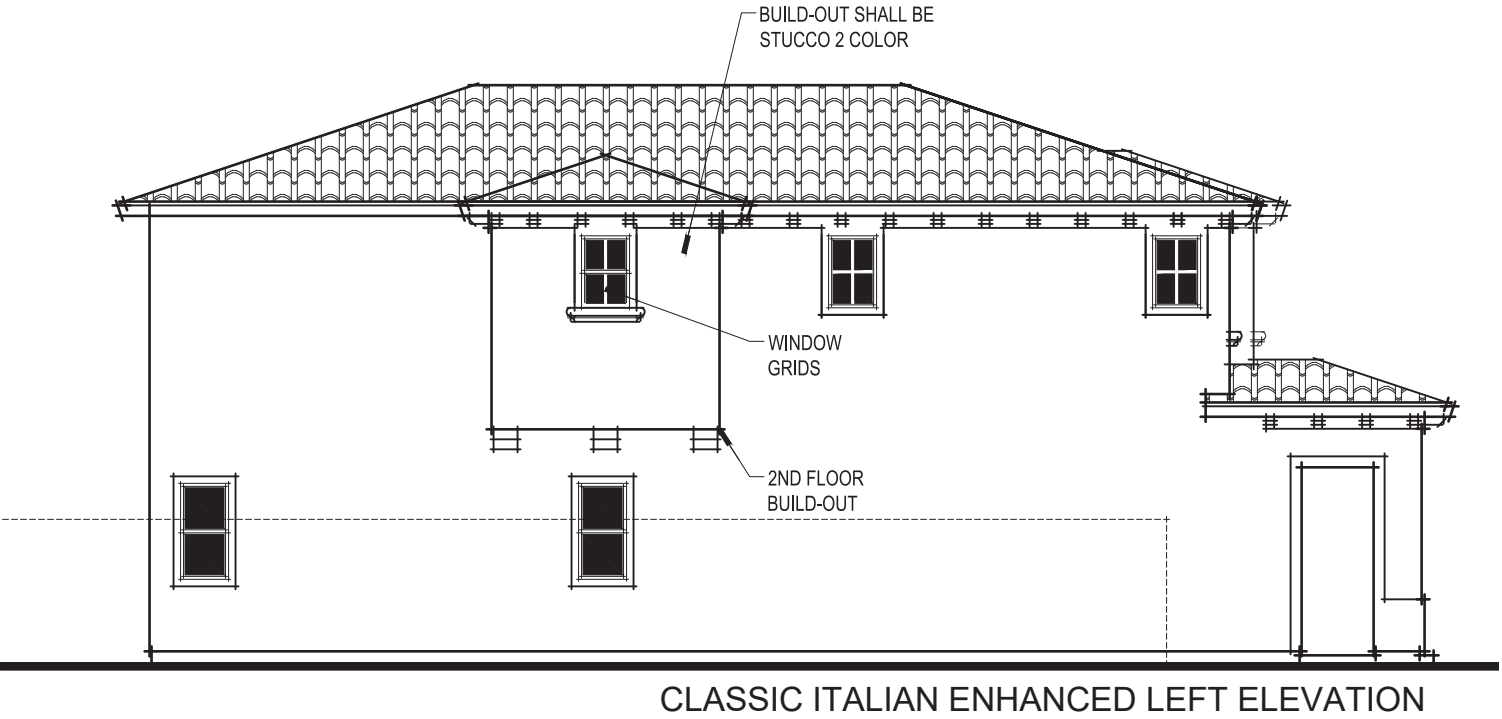
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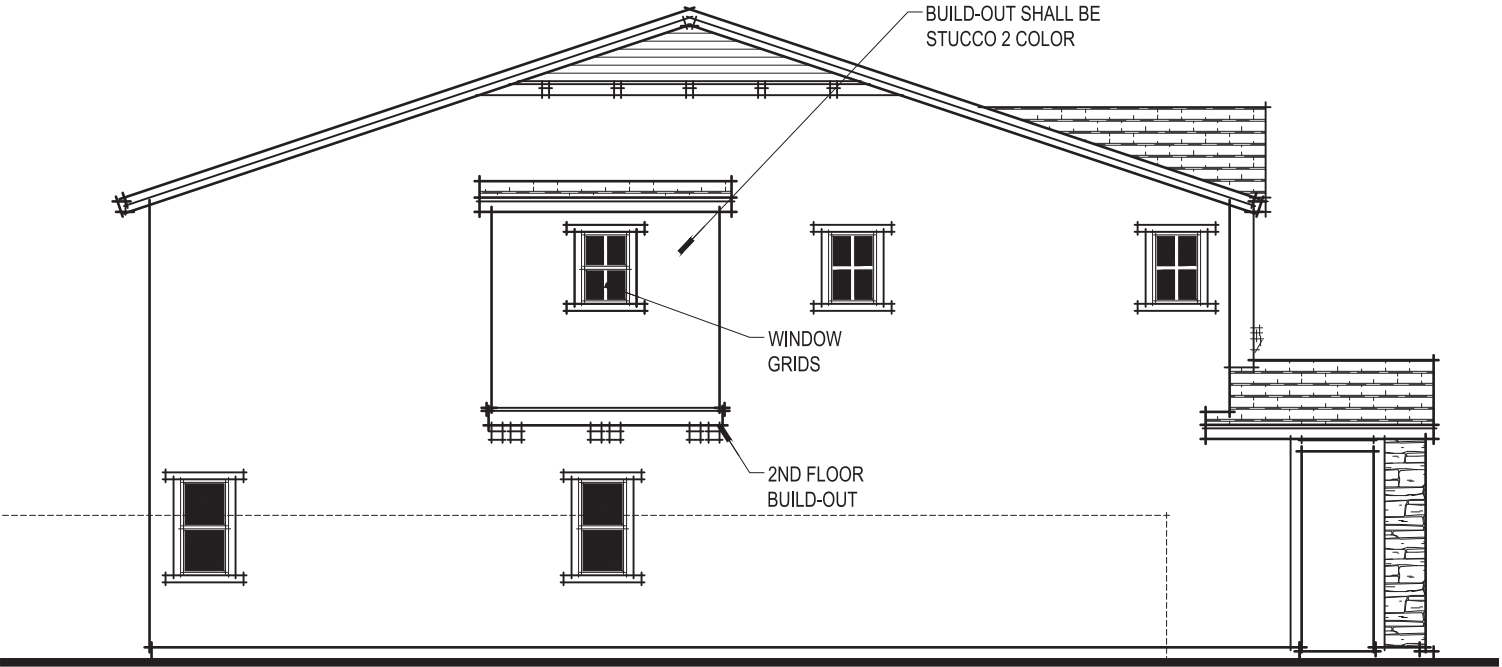
PLAN 2022 CLASSIC ITALIAN ELEVATIONS
A019

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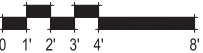
SDG
architects







FRENCH COTTAGE ENHANCED LEFT ELEVATION



PLAN 2022 FRENCH COTTAGE ENHANCED ELEVATIONS
A020.1

SCHEME 1 - SANTA BARBARA



Roofing
Eagle - 3645 Sunrise Blend



Stucco 1
SW7012 Creamy



Stucco 2
SW7547 Sandbar



Trim
SW6041 Otter



Garage Door / Fascia
SW6041 Otter



**Accent
Shutters / Entry Door**
SW6186 Dried Thyme

Note: All colors and textures are representative samples only, pending verification of actual material suppliers and manufacturers for this particular project.

SCHEME 2 - SANTA BARBARA



Roofing
Eagle - 3680 Los Padres Blend



Stucco 1
SW2833 Roycroft Vellum



Stucco 2
SW6157 Favorite Tan



Trim
SW6173 Cocoon



Garage Door / Fascia
SW6173 Cocoon



**Accent
Shutters / Entry Door**
SW6215 Rocky River

SCHEME 3 - SANTA BARBARA



Roofing
Eagle - 3646 Sunset Blend



Stucco 1
SW6127 Ivoire



Stucco 2
SW6122 Camelback



Trim
SW6146 Umber



Garage Door / Fascia
SW6146 Umber



**Accent
Shutters / Entry Door**
SW6090 Java

SCHEME 4 - SANTA BARBARA



Roofing
Eagle - 3636 Piedmont Blend



Stucco 1
SW7518 Beach House



Stucco 2
SW7519 Mexican Sand



Trim
SW6068 Brevity Borwn



Garage Door / Fascia
SW6068 Brevity Borwn



**Accent
Shutters / Entry Door**
SW6251 Outer Space

SCHEME 5 - CLASSIC ITALIAN



Roofing
Eagle - 3817 La Salle Blend



Stucco 1
SW7692 Cupolla Yellow



Stucco 2
SW7695 Mesa Tan



Trim / Fascia
SW2833 Roycroft Vellum



Garage Door
SW6110 Steady Brown



Accent / Entry Door
SW6179 Artichoke

Note: All colors and textures are representative samples only, pending verification of actual material suppliers and manufacturers for this particular project.

SCHEME 6 - CLASSIC ITALIAN



Roofing
Eagle - 3773 Walnut Creek Blend



Stucco 1
SW6136 Harmonic Tan



Stucco 2
SW7549 Studio Taupe



Trim / Fascia
SW2833 Roycroft Vellum



Garage Door
SW6145 Thatch Brown



Accent / Entry Door
SW6229 Temple Star

SCHEME 7 - CLASSIC ITALIAN



Roofing
Eagle - SCC 8830 Albuquerque Blend



Stucco 1
SW7680 Lanyard



Stucco 2
SW9102 Quinoa



Trim / Fascia
SW6127 Ivoire



Garage Door
SW6090 Java



Accent / Entry Door
SW2816 Rookwood Dark Green

SCHEME 8 - CLASSIC ITALIAN



Roofing
Eagle - 3814 San Pablo Blend



Stucco 1
SW6122 Camel Back



Stucco 2
SW9108 Double Latte



Trim / Fascia
SW2193 Eaglet Beige



Garage Door
SW6111 Coconut Husk



Accent / Entry Door
SW2856 Fairfax

SCHEME 9 - FRENCH COTTAGE



Roofing
Eagle - SCB 8805 Seattle Blend



Stucco 1
SW7543 Avenue Tan



Stucco 2
SW9117 Urban Jungle



Trim
SW2848 Roycroft Pewter



Garage Door / Fascia
SW2848 Roycroft Pewter



Accent / Entry Door
SW2837 Aurora Brown



Stone
Boral - Cultured Stone
Ashfall Country LedgeStone

Note: All colors and textures are representative samples only, pending verification of actual material suppliers and manufacturers for this particular project.

SCHEME 10 - FRENCH COTTAGE



Roofing
Eagle - SCB 8802 Nantucket Blend



Stucco 1
SW6079 Diverse Beige



Stucco 2
SW9084 Cocoa Whip



Trim
SW6069 French Roast



Garage Door / Fascia
SW6069 French Roast



Accent / Entry Door
SW2819 Downing Slate



Stone
Boral - Cultured Stone
Chianti Ancient Villa LedgeStone

SCHEME 11 - FRENCH COTTAGE



Roofing
Eagle - SCB 8825 Corona Del Mar Blend



Stucco 1
SW0011 Crewel Tan



Stucco 2
SW7546 Prairie Grass



Trim
SW6159 High Tea



Garage Door / Fascia
SW6159 High Tea



Accent / Entry Door
SW6187 Rosemary



Stone
Boral - Cultured Stone
Siena Anciet Villa LedgeStone

SCHEME 12 - FRENCH COTTAGE



Roofing
Eagle - 4671 Village Blend



Stucco 1
SW2835 Craftsman Brown



Stucco 2
SW6081 Down Home



Trim
SW6104 Kaffee



Garage Door / Fascia
SW6104 Kaffee



Accent / Entry Door
SW6223 Still Water



Stone
Boral - Cultured Stone
Grand Mesa Country LedgeStone

CONDITIONS OF APPROVAL

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
1.	The project shall be constructed in substantial compliance with the approved Design Review Package (Exhibit A) for the 4 floor plans, elevations, color and materials sample to be built by D.R. Horton at Anthology at Anatolia. Minor modifications may be approved by the Community Development Director at their discretion, and any major changes shall be reported to the City Council.	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	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@cityoffranchocordova.org for the status of your account with the City.	On-Going	Finance	
4.	This permit is valid for a period of three (3) years from the date of City Council approval unless an extension is granted by the Community Development Director.	On-Going	Planning	
5.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	On-Going	SMUD	

CONDITIONS OF APPROVAL

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
6.	SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.	On-Going	SMUD	
	Prior to Issuance of Building Permits			
7.	Submit Master Plans that include final landscaping and fence plans for review and approval by the Planning Department.	Prior to Building Permit Issuance	Planning	
8.	Final landscape plan shall include the addition of weed barrier installed in the front yard, side yard, and to include the area between the detached sidewalk and curb prior to installation of ground cover for the lots along Herodian Drive.	Prior to Building Permit Issuance	Planning/ Public Works	
9.	The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, and service conductors). Information regarding SMUD siting requirements can be found at: https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services .	Prior to Building Permit Issuance	SMUD	
10.	Residential fire sprinkler plans shall be submitted for review and approval to the Sacramento Metropolitan Fire District for all new one and two family dwellings in accordance with the California Residential Code.	Prior to Building Permit Issuance	Sac Metro Fire	
11.	Each phase of the development may be pre-plotted and approved before the issuance of the permit for that phase. The following criteria will be used to ensure the project meets the adopted design guidelines: - No two identical floor plans and building elevations shall be located next to each other. - Homes that are adjacent to the public right-of-way (corner lots and homes along Herodian Drive) shall include the enhancement design	Prior to Building Permit Issuance	Planning	

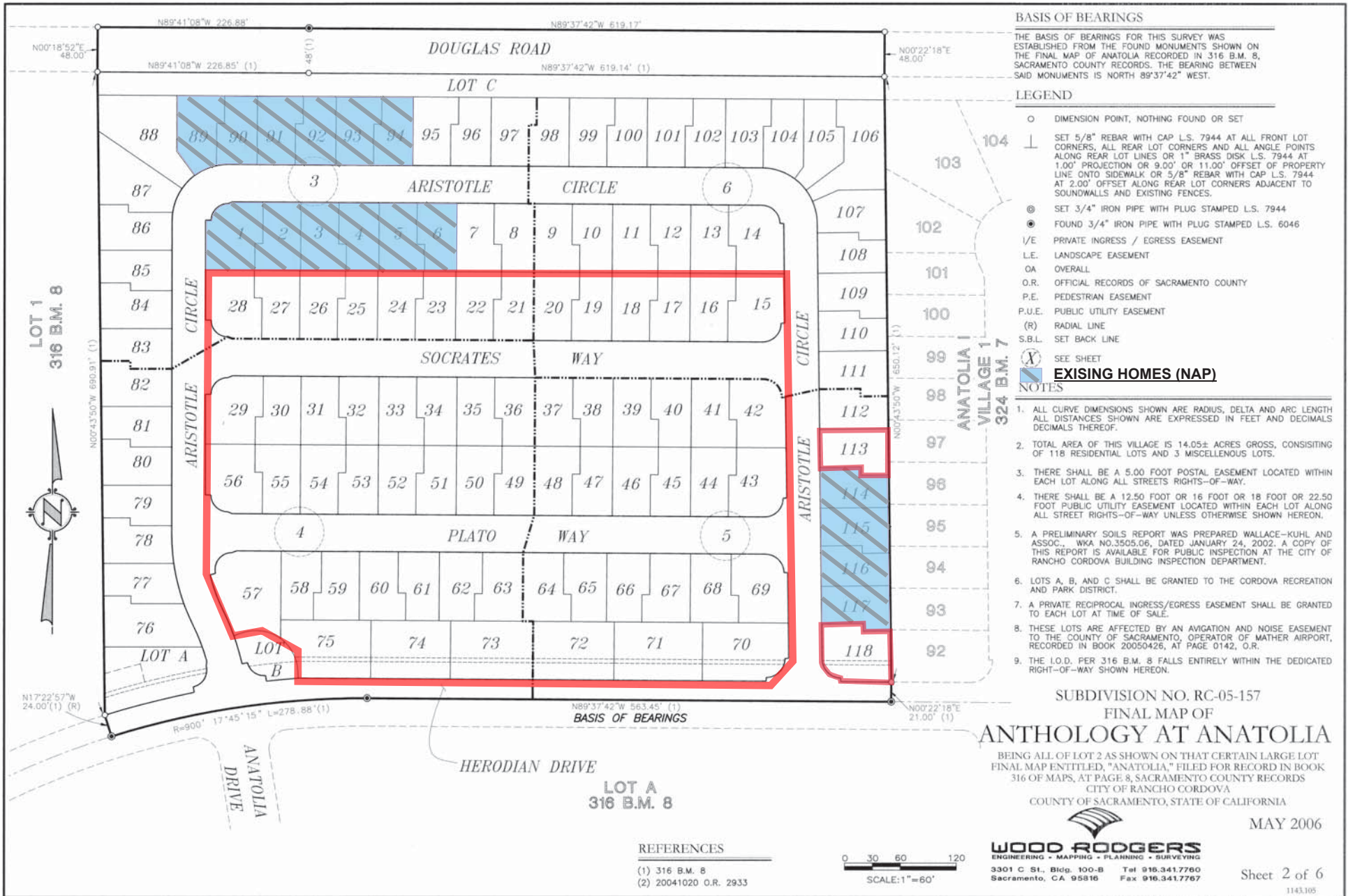
CONDITIONS OF APPROVAL

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	elements as shown on the design elevations. • Lots 113 and Lot 118 can be built with either the original plans or the new proposed floor plans. • The garage doors shall include windows.			
12.	Prior to issuance of any building permits for the project, the project shall conform to the specific provisions of the City of Rancho Cordova Landscaping Ordinance (Municipal Code Title 23, Chapter 23.716).	Prior to Building Permit Issuance	Sac Area Water	
	Prior to Final Inspection			
13.	The final building finishes and the front and street side yard landscaping shall be inspected for consistency with approved Design Review plans. Inspection request will be required of the Planning Department, prior to final inspection by the Building Department.	Prior to Final Occupancy	Planning	
14.	Concrete paths must connect man doors to driveways and an additional 4'x10' concrete pad shall be installed by the developer for the storage of garbage receptacles behind the fence line.	Prior to Final Occupancy	Planning	
15.	Each home must be equipped with adequate outdoor lighting as well as an illuminated address plate located on the front elevation.	Prior to Final Occupancy	Planning	
16.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.	Prior to Final Occupancy	Sac Metro Fire	

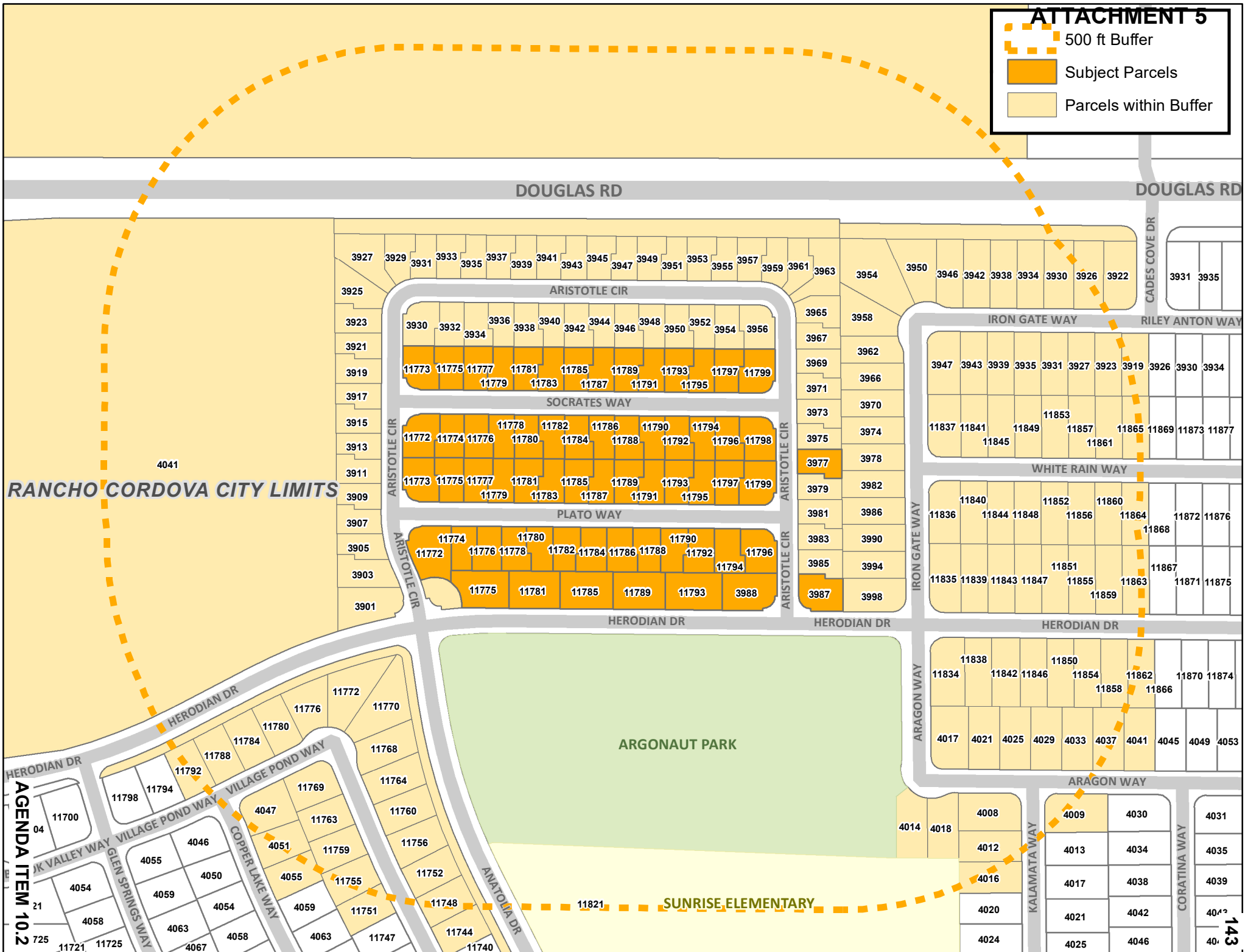
355-10-2

AGENDA ITEM 10.2



ATTACHMENT 5

- 500 ft Buffer
- Subject Parcels
- Parcels within Buffer



ANATOLIA LLC
7700 COLLEGE TOWN DR STE 101
SACRAMENTO CA 95826

CURRENT RESIDENT
4041 SUNRISE BLVD
RANCHO CORDOVA CA 95742

CORDOVA RECREATION/PARK DISTRICT
2729 PROSPECT PARK DR STE 230
RANCHO CORDOVA CA 95670

FRANCO CESAR
11858 HERODIAN DR
RANCHO CORDOVA CA 95742

RAJPUT PRATIK P/KETA R SHAH
11854 HERODIAN DR
RANCHO CORDOVA CA 95742

CARIAGA MA LOURDES
C/CONSTANTINO T
11850 HERODIAN DR
RANCHO CORDOVA CA 95742

SUMPO FELOMINO
11846 HERODIAN DR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11842 HERODIAN DR
RANCHO CORDOVA CA 95742

MANDADI SRIRAM/BUMIREDDY
KANISHKA
2099 CARROLL DR
FOLSOM CA 95630

DO THI
11838 HERODIAN DR
RANCHO CORDOVA CA 95742

SAELEE SARAH
11834 HERODIAN DR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11835 HERODIAN DR
RANCHO CORDOVA CA 95742

DUONG THANH
3112 YELLOWSTAR ST
GARDEN CITY KS 67846

TIDWELL KEVIN R
11839 HERODIAN DR
RANCHO CORDOVA CA 95742

SUTJIPTO SUGANTO/LUCIA W
11843 HERODIAN DR
RANCHO CORDOVA CA 95742

LEWIS MARTY D J
11847 HERODIAN DR
RANCHO CORDOVA CA 95742

YUN BRIAN B/JANET
11851 HERODIAN DR
RANCHO CORDOVA CA 95742

AQUINO JOSEFINA A
11855 HERODIAN DR
RANCHO CORDOVA CA 95742

LEE NANCY
11859 HERODIAN DR
RANCHO CORDOVA CA 95742

KUO MEIYIN MARISA
11863 HERODIAN DR
RANCHO CORDOVA CA 95742

HASH WILLIAM L/SHIN S
11864 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

MARIBEL AGATON EVANGELISTA
REVOCABLE TRUST
11860 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11856 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

JEON MIAE
187 SAINT VINCENT
IRVINE CA 92618

SUBBARAO SHASHIDAR
11852 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11848 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

VILLURI SRINIVASA/MADHU MOORTHY
VEERNI
PO BOX 1413
RANCHO CORDOVA CA 95741

PHAM CATHY/JEFF
11844 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

JOHNSON ANGELAMARIE
CELESTIAL/ALVIN RYAN
11840 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

SANTOS ROWENA E
11836 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

SETH LIVING TRUST
11837 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

KING GLORIA
11841 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

DEAN JESSICA/JOANNE/FRANK I HICKS
11845 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

DELOS ANGELES ALMARIO
11849 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

LENEHAN KYLE A/KRISLA L
11853 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

CASTRO DONNA/DELMAR M JR
11857 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

ROBERT H/MARIA HERLINDA SCHULZ
REVOCABLE TRUST
11861 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

SORIA JAVIER A/VICTORIA M
11865 WHITE RAIN WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3923 IRON GATE WAY
RANCHO CORDOVA CA 95742

MUKKARA SIVA RAMA KRISHNA R/ETAL
5 THOMPSON LN
CANANDAIGUA NY 14424

SINGH SONAL
3927 IRON GATE WAY
RANCHO CORDOVA CA 95742

ASTORGA EDWARD E/HUI WEN
3931 IRON GATE WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3935 IRON GATE WAY
RANCHO CORDOVA CA 95742

KIM KWANG/SOON
1013 PINTAIL CIR
FOLSOM CA 95630

ARCINEDA VICTOR/DELIA
3939 IRON GATE WAY
RANCHO CORDOVA CA 95742

WONG SO YON/YOUNG II WON/HYE RI
NA WONCHA
3943 IRON GATE WAY
RANCHO CORDOVA CA 95742

JENNINGS MARKUS/JENNINGS BRENDA
RAMIREZ
3947 IRON GATE WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3998 IRON GATE WAY
RANCHO CORDOVA CA 95742

ENTRUST GROUP INC
12559 AVISTON WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3994 IRON GATE WAY
RANCHO CORDOVA CA 95742

HU KUN/JIANYING QIN
11950 RISING SUN WAY
GOLD RIVER CA 95670

LI YING
3990 IRON GATE WAY
RANCHO CORDOVA CA 95742

ALAVILLI ANIL K/ALEKHYA
3986 IRON GATE WAY
RANCHO CORDOVA CA 95742

PALMER DAYNA
3982 IRON GATE WAY
RANCHO CORDOVA CA 95742

ROSS FREDERICK D III/RAM SIENG
3978 IRON GATE WAY
RANCHO CORDOVA CA 95742

BRUSUELAS SELENA N/MICHAEL E
3974 IRON GATE WAY
RANCHO CORDOVA CA 95742

PLATON MARIO F/CARMELA L
3970 IRON GATE WAY
RANCHO CORDOVA CA 95742

BAUGH FAMILY TRUST
4000 PINEOAKYO RD
RESCUE CA 95672

CURRENT RESIDENT
3966 IRON GATE WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3962 IRON GATE WAY
RANCHO CORDOVA CA 95742

MAU CONG NGUYEN/HONG THI MINH
LE REVOCABLE TRUST
1607 CAPE COD CT
DAVIS CA 95616

MORELLI AMBER M
3958 IRON GATE WAY
RANCHO CORDOVA CA 95742

AKIN BRANDAN/KAELA
3954 IRON GATE WAY
RANCHO CORDOVA CA 95742

IVERSON KELLY/ERIC
3950 IRON GATE WAY
RANCHO CORDOVA CA 95742

BOGDAN FLAVIA S/CRISTIAN JABELEAN
3946 IRON GATE WAY
RANCHO CORDOVA CA 95742

PAL MINTU/HARPREET KAUR
3942 IRON GATE WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3938 IRON GATE WAY
RANCHO CORDOVA CA 95742

SMITH JEFFREY AARON/KERRI
ELIZABETH
2319 PLAYA WAY
GOLD RIVER CA 95670

CURRENT RESIDENT
3934 IRON GATE WAY
RANCHO CORDOVA CA 95742

WILSON BRITTNY/CHRISTOPHER
8728 MORNING GLORY WAY
ELK GROVE CA 95624

HUYNH VIVIAN T
3930 IRON GATE WAY
RANCHO CORDOVA CA 95742

CORDOVA PARK AND RECREATION
DISTRICT
2729 PROSPECT PARK DR STE 230
RANCHO CORDOVA CA 95670

TERRY DONALD/ANGELA MARIE
4047 COPPER LAKE WAY
RANCHO CORDOVA CA 95742

HURN JODIE J/DOUGLAS R
4051 COPPER LAKE WAY
RANCHO CORDOVA CA 95742

MCLEAN JOHN E/NYKOLE K
WOODWARD
11755 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

MACK SEAN L/NATALIE A
11759 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11763 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

LIU FEI/JILLY HAO
12020 MANDOLIA WAY
RANCHO CORDOVA CA 95742

MORRIS JOHN W/TRAN T
11769 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

BOLMAN DEBORAH A/EDWARD J
11792 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

MECHKOV ILIAN/BORISLAVA
11788 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
11784 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

SHI GARY/YINGHONG
PO BOX 4824
EL DORADO HILL CA 95762

COMBS AARON/CRYSTALINE PERKINS
11780 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

BUCK COLYNN MCCONNELL
11776 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

SAUL EUGENE S
11772 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

RAMOS JAVIER/ANA ELIZABETH F DE
RAMOS
11770 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

FEIT JOHN H/RACHANA G
11768 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

MEISEL MATTHEW J
11764 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

YAU VENESE LIN
11760 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

MORENO TRAVIS/STACI
11756 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

NARAYAN SATISH/NITESHNI D
11752 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

FOURNIER CHRISTOPHER J/ANDREA M
11748 VILLAGE POND WAY
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
4017 ARAGON WAY
RANCHO CORDOVA CA 95742

LIAO SHIUE FAMILY TRUST
PO BOX 50653
PALO ALTO CA 94303

LONG MICHAEL P
4021 ARAGON WAY
RANCHO CORDOVA CA 95742

MURILLO VICTOR M JR
4025 ARAGON WAY
RANCHO CORDOVA CA 95742

DEBOCH YARED/SENAYIT DENEKE
4029 ARAGON WAY
RANCHO CORDOVA CA 95742

LEUNG DAVID/SOPHIA
4033 ARAGON WAY
RANCHO CORDOVA CA 95742

BARI MD Z/NAZNIN AKTER
4037 ARAGON WAY
RANCHO CORDOVA CA 95742

YANG FONG/CHI X
4012 KALAMATA WAY
RANCHO CORDOVA CA 95742

LOCKHART DEBRA S/DWIGHT L
4008 KALAMATA WAY
RANCHO CORDOVA CA 95742

KALLAM VENKATA R/SIRISHA R
4018 ARAGON WAY
RANCHO CORDOVA CA 95742

GOCHANGCO MARGARET
4014 ARAGON WAY
RANCHO CORDOVA CA 95742

MIRAMONTES QUINONES DAVID
M/RANDY D SCOTT
3930 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

KUMAR SANIL/RASHMI
3932 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

GANESH RAJKUMAR/KIRTANA
VASUDEVAN
3934 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

FIRMIN MICHAEL C/KATRINA D
3936 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

BROWN CHRISTOPHER G/DAWN A
3938 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3940 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

LI KUANGZHENG
221 COLLEGE AVE
PALO ALTO CA 94306

GEORGE BEENA/MICHAEL RAPHAEL
3942 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

MORRIS CARSON W/VERONICA VALYN
3944 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3946 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3948 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3950 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3952 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3954 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3956 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
11799 SOCRATES WAY
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
11797 SOCRATES WAY
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
11795 SOCRATES WAY
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D R HORTON CA2 INC
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D R HORTON CA2 INC
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CURRENT RESIDENT
11783 SOCRATES WAY
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D R HORTON CA2 INC
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CURRENT RESIDENT
11781 SOCRATES WAY
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2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
11775 SOCRATES WAY
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D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
11773 SOCRATES WAY
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11794 SOCRATES WAY
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CURRENT RESIDENT
11796 SOCRATES WAY
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D R HORTON CA2 INC
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CURRENT RESIDENT
11799 PLATO WAY
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CURRENT RESIDENT
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CURRENT RESIDENT
3988 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
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ROSEVILLE CA 95661

CURRENT RESIDENT
11793 HERODIAN DR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
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CURRENT RESIDENT
11789 HERODIAN DR
RANCHO CORDOVA CA 95742

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CURRENT RESIDENT
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CURRENT RESIDENT
11781 HERODIAN DR
RANCHO CORDOVA CA 95742

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CURRENT RESIDENT
11775 HERODIAN DR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3903 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3905 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3907 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3909 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3911 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3913 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3915 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3917 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3919 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3921 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3923 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3925 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3927 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

KOEHLER MICHELE
3929 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

ATTIEH TOHOTMOSS
3931 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

SERVA TIMOTHY B/JENNIFER L
3933 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

LU CHU B/CHRISTINA SWEDBERG
3935 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

FULLERTON BRIAN A/LAN NGUYEN
3937 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

GARY MATTHEW
3939 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3941 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3943 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3945 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

BROWN JOSEPH III
3947 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3949 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3951 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3953 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3955 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3957 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3959 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3961 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3963 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3965 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3967 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3969 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3971 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3973 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3975 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CURRENT RESIDENT
3977 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

KINGSTON JUSTIN CHANCE
3979 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

WHALEN BENJAMIN G/MESSINA
3981 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

GROCE KEVIN/LUCINDA
3983 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

ESCARCHA JOSE
3985 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

CURRENT RESIDENT
3987 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

D R HORTON CA2 INC
2260 DOUGLAS BLVD STE 110
ROSEVILLE CA 95661

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

CURRENT RESIDENT
3901 ARISTOTLE CIR
RANCHO CORDOVA CA 95742

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

CORDOVA RECREATION AND PARK
DISTRICT
2197 CHASE DR
RANCHO CORDOVA CA 95670

SACRAMENTO SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO COUNTY WATER
AGENCY
10151 FLORIN ROAD
SACRAMENTO CA 95829

PG&E
2730 GATEWAY OAKS DRIVE
SACRAMENTO CA 95833

PG&E
343 SACRAMENTO STREET
AUBURN CA 95603

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B404
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE
10545 ARMSTRONG AVE STE 310
MATHER CA 95655

ELK GROVE UNIFIED SCHOOL DISTRICT
9510 ELK GROVE-FLORIN RD
ELK GROVE CA 95624

SACRAMENTO COUNTY WATER
AGENCY
827 7TH STREET RM 301
SACRAMENTO CA 95814

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

ANATOLIA HOMEOWNERS ASSC
C/O FIRSTSERVICE RESIDENTIAL
12009 FOUNTAIN PLACE, SUITE 310
GOLD RIVER CA 95670

MEMORANDUM

DATE: September 3, 2019

TO: Honorable Mayor and Council Members

FROM: Darcy Goulart, Planning Manager

SUBJECT: **DISCUSSION AND DIRECTION ON POTENTIAL TITLE 23 (ZONING CODE) AMENDMENTS**



RECOMMENDATION

Receive a report and provide direction to staff on various Title 23 (Zoning Code) Amendments related to internal chain link fencing and storage yard separation requirements from residential uses.

RESULT OF RECOMMENDED ACTION

No action will be taken by the City Council. Staff will provide an overview of the various potential amendments to Title 23 related to internal chain link fencing and storage yard separation requirements from residential uses and request direction from the City Council to prepare the amendments for a future public hearing and action.

BACKGROUND

Periodically, amendments to the Municipal Code are necessary to address ambiguities, provide clarification, to be consistent with customary practice or comply with changes in State law. In the past, Title 23 has routinely been amended for these assorted reasons, as well as to include new development standard to address uses that may not be in the code. Past practice has been to provide the City Council with information on the various areas of Title 23 where amendments are needed and seek direction before preparation and scheduling the amendments for a public hearing and action. Below is a summary of the potential amendments to Title 23 that staff is seeking direction from the City Council on.

ANALYSIS

Outdoor storage yards –The Office Industrial Mixed Use (OIMU) and Light Industrial Business Park (LIBP) zones permit outdoor storage yards if all activity is entirely screened from public view and not within 500 feet of a residential use. On occasion, this development standard can make it difficult to develop an infill property.

Staff has historically interpreted this standard to be measured from use to use, as opposed to the property line where a residential use may exist. Reason being, is that there are some instances where a residential use may exist on a property that does not have a residential zoning designation. If the development standard was written to apply to only the zone, there

could be situations that create incompatibility between uses, without a way to mitigate the impacts.

The other difficulty that this development standard could create for infill projects, is that regardless of how a site is designed it may not be able to meet this standard. When this happens, a potential business operator must find another location or forego a storage yard that may be a critical component of their business.

One option that staff is presenting as a solution, would be to allow outdoor storage yards to be located within 500 feet of a residential use if the site was designed in such a way that an existing or proposed building screened the entire outdoor storage yard from the residential use. Essentially, the building becomes the solid buffer between the two uses. Compliance with this development standard would be verified through the design review process for new construction or a zoning certification for minor site plan changes for existing structures.

Chain link fencing – Section 23.731.070 states that unless approved by the designated authority for security needs or required by city, state or federal law or regulation, chain link fencing is prohibited in all zones in the City. Staff receive inquiries regularly from business owners, mainly within the industrial areas, wanting to install chain link fencing internally on their property. More often than not, the fencing is just to enclose a specific area or yard and is not for security purposes. Due to the increase in requests to utilize this type of fencing, staff wanted to seek direction from the City Council on a potential amendment to the code that would permit the use of chain link fencing with the following provisions:

- Chain link fencing can only be used internally on the property and only if it is screened entirely from public view, including adjacent property owners and the public right of way.
- Chain link fencing with slats will not be an allowed material.
- Limit the use of chain link fencing to the industrial zones including M-1, M-2, LIPB and OIMU.

These provisions would provide a means for business owners to fence off internal storage or work areas and limit the fencing material to internal areas not seen from adjacent property owners or the public right of way.

SUMMARY

Staff is requesting direction from the City Council on potential code amendments discussed above.