

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, October 21, 2019

5:30 PM – Regular Meeting

AGENDA

Robert J. McGarvey, Mayor

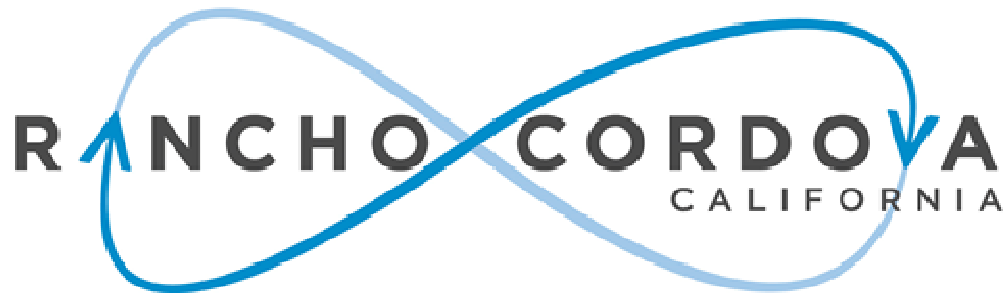
David Sander, Vice Mayor

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

Monday, October 21, 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

A Representative from River City Christian, Rancho Cordova, will give the Invocation.

5. PRESENTATIONS

- 5.1 Community Enhancement Fund Grant Check Presentations to 1) Blessings in a Backpack; 2) Sacramento Theatre Company; 3) Whisker Warriors Animal Defense Fund; 4) Soil Born Farms Urban Agriculture Project; 5) Rebuilding Sacramento Together.
- 5.2 Proclamation Celebrating National Friends of the City of Rancho Cordova Library

Week.

- 5.3 Recognition of Council Member Gatewood's Birthday on October 23, 2019.

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 October 7, 2019 and the Special City Council Meeting of October 15, 2019.
Recommendation: Adopt the Minutes.
- 9.2 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 66-2015-3 with Wood Rodgers, Inc. to Extend the Contract Term from December 31, 2019 to December 31, 2020 and to Increase the Contract Amount from \$330,000 to an Amount not to Exceed \$360,000 for On-Call Professional Services.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 66-2015-3 for continued on-call professional services with Wood Rodgers, Inc. to extend the contract term from December 31, 2019 to December 31, 2020 and to increase the contract amount from \$330,000 to an amount not to exceed \$360,000 for the completion of the plans, specifications, and estimate and to provide bidding and construction support.
Staff Report: Albert Stricker, Public Works Director and Quoc Nham, Associate Civil Engineer.
Advances Goals: 1, 2 and 5.
- 9.3 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 162-2019 with Bennett Engineering Services, Inc. for On-Call Engineering and Design Services in an Amount Not to Exceed \$148,000.00 for the Mather Field Road Rehabilitation Project.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract No. 162-2019 with Bennett Engineering Services, Inc. in an amount not to exceed \$148,000.00 for on-call engineering and design services for the Mather Field Road Rehabilitation Project.
Staff Report: Albert Stricker, Public Works Director and Quoc Nham, Associate Civil

Engineer.

Advances Goals: 1, 2 and 5.

- 9.4 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 8-2016-4 with LPA, Inc. to Increase the Contract Amount from \$95,400 to an Amount Not to Exceed \$120,400 for Architectural Support Services for the Little League Renovation Project.

Recommendation: Adopt the Resolution.

Result of Recommended Action: If approved by Council, the City Manager will execute Contract Amendment No. 8-2016-4 with LPA, Inc. to increase the contract amount from \$95,400 to an amount not to exceed \$120,400 for architectural support services.

Staff Report: Albert Stricker, Public Works Director.

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

- 9.5 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 154-2019 with Dewberry Drake Haglan for On-Call Engineering and Design Services in an Amount Not to Exceed \$149,518.06 for the Cordova School Zones Project.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract No. 154-2019 for on-call engineering and design services in an amount not to exceed \$149,518.06 with Dewberry Drake Haglan for the Cordova School Zones Project.

Staff Report: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer.

Advances Goals: 1, 2 and 5.

- 9.6 **Subject:** An Ordinance Establishing a Special Tax Zone No. 25 for Transit-Related Services for the Bradshaw Village Project.

Recommendation: Waive the second reading and adopt the Ordinance.

Result of Recommended Action: Adoption of the Ordinance will assist the City in meeting the costs of providing Transit-Related Services by creating a Special Tax Area Zone No. 25 and establishing a Special Tax for Transit-Related Services for the Bradshaw Village project.

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

Advances Goals: 5.

- 9.7 **Subject:** Annexation of the Bradshaw Village Subdivision to the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution approves Annexation Map No. 5 for the Bradshaw Village Subdivision to Community Facilities District No. 2013-2 (Police Services) (hereinafter "CFD No. 2013-2") and approves the recording of the Annexation Map and the Notice of Special Tax Lien.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goals: 5.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** Grantline 208 Lennar Homes - Major Design Review Amendment; Project No. DD9883 - Located South of Douglas Road and West of Grant Line Road.

Recommendation: Determine the project Exempt per Section 15182, of the California Environmental Quality Act (CEQA) Guidelines and adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution would approve the addition of four new floor plans to the previously approved project (Resolution No. 175-2018) as well as approve the modification of Condition #22 requiring the two-foot offset between adjacent lots.

Staff Report: Nicholas Sosa, Associate Planner.

Advances Goals: 1, 2 and 6.

- 10.2 **Subject:** An Ordinance Readopting Amended and Restated Development Agreement (ARDA) and Affordable Housing Plan (AHP) for Elliott Portion of Rio Del Oro and Approving a First Amendment to the ARDA for Elliott Phase 1 Portion of Rio Del Oro.

Recommendation: Introduce and waive the first reading of the Ordinance.

Result of Recommended Action: Adoption of the Ordinance will authorize the existing Amended and Restated Development Agreement (ARDA) and the Affordable Housing Plan (AHP) to be re-executed and re-recorded to correct the exact name of the Elliott entity that has ownership of the property. The ordinance also approves a First Amendment of the corrected ARDA relative to Rio Del Oro Phase 1, including requirements for the construction of improvements to White Rock Road and proposed adjustments to certain fees.

Staff Report: Elizabeth Sparkman, Community Development Director.

Advances Goals: 2 and 5.

11. PUBLIC HEARING ITEMS

NONE.

12. REGULAR CALENDAR ITEMS

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

Recommendation: Receive staff presentation summarizing the proposed updated Five-Year Pavement Rehabilitation Plan and provide direction.

Result of Recommended Action: Based on the feedback and input provided by City Council, staff will incorporate Council feedback into the Five-Year Pavement Rehabilitation Plan.

Staff Report: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer.

Advances Goals: 1, 2, and 5.

- 12.2 **Subject:** Presentation on the Sunrise Boulevard Rehabilitation Project.

Recommendation: Receive presentation and provide feedback on the Sunrise Boulevard Rehabilitation Project.

Result of Recommended Action: Based on the feedback and input provided by City Council, staff will incorporate Council feedback into the Sunrise Boulevard Rehabilitation Project.

Staff Report: Albert Stricker, Public Works Director and Edgar Medina, Senior Civil Engineer.

Advances Goals: 1, 2, 5 and 6.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

Mayor McGarvey will adjourn the meeting to closed session in the Community Board Room.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

Council will adjourn to Closed Session to discuss the following items:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager: Pursuant to Government Code Section 54957(b)(1).

CONFERENCE WITH LABOR NEGOTIATORS: Pursuant to Government Code Section 54957.6. Agency Designated Representatives: Mayor Robert J. McGarvey and City Attorney Adam Lindgren; Unrepresented Employee: City Manager.

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. 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	
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	CANCELLED SPECIAL MEETING
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 Monday, October 21, 2019 Regular Meeting of the Rancho Cordova City Council was posted and available for review on October 18, 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 October 18, 2019 at Rancho Cordova, California.



Stacy Leitner, City Clerk



CITY COUNCIL MEETING

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

Monday, October 07, 2019

**4:00 PM – Special Meeting
American River Room North**

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

Special Meeting/Work Session to Follow the Regular Meeting

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the Special Meeting to order in the American River Room North at 4:04 p.m.

Council Members Present: Budge, Gatewood (arrived at 4:11pm) Sander, Terry, McGarvey.

Council Members Absent: None.

Staff Members Present: Abhar, Behrends, Carr, Delaney, Heisler, Humphrey, Juran, Kniestedt, Leitner, Leonardich, Lindgren, Roach, Riley, Runner, Siren.

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

ACTION: Input was received regarding the Discussion of the Visioning and Expansion of the Sacramento Children's Museum.

- 3.1 **Subject:** Discussion of the Visioning and Expansion of the Sacramento Children's Museum.

Recommendation: Receive presentation and provide input and direction to staff regarding the potential improvements and expansion of the Sacramento Children's Museum.

Result of Recommended Action: Based on input and direction from the City Council, staff will proceed with next steps for the Sacramento Children's Museum.

Staff Report: Micah Runner, Deputy City Manager and Stacy Delaney, Community Enhancement Analyst II.

Advances Goals: 1 and 6.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor McGarvey adjourned to the Regular meeting in the David B. Roberts Council Chambers at 5:23 p.m.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor McGarvey called the Regular meeting to order in the David B. Roberts Council Chambers at 5:46 p.m.

Council Members Present: Budge, Gatewood, Sander, Terry, McGarvey.

Council Members Absent: None.

Staff Members Present: Abhar, Carr, Cowles, Delaney, Ducharme, Fickle, Goulart, Hale, Kniestedt, Leitner, Lewis, Leonardich, Lindgren, Riley, Runner, Siren, Sparkman.

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

7. PLEDGE OF ALLEGIANCE

Derald Langwell led the pledge.

8. INVOCATION

Julie Steinbach from the United Methodist Church of Rancho Cordova will give the invocation.

12. PRESENTATIONS

- 12.1 Community Enhancement Fund Grant Check Presentations to 1) Mandarins of Sacramento, Inc.; 2) Beyond the Village, Inc.; 3) Sacramento City Unified School District; 4) The Art of Yoga Project; 5) Sacramento Area Bicycle Advocates.
- 12.2 Proclamation Recognizing MDstaffers as the 49th Fastest Growing Company in the United States.
- 12.3 Cordova Accelerated Performing Arts (CAPA) Presentation – A Summer Theatre Program Providing Enhanced Educational Opportunities in the Arts for Students in Rancho Cordova.

- 12.4 Proclamation to A.M. Winn Public Waldorf eK-8 and George Washington Carver School of Arts and Science in Recognition of the 100th Anniversary of Waldorf Education Globally.
- 12.5 Introduce New Employee: Danielle Hale, Communications Officer by Maria Kniestedt, Communications and Public Affairs Director.

9. PUBLIC COMMENT

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

10. COUNCIL REPORTS

Council reported on events since the last meeting.

11. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

Item 13.2 was pulled by Mayor McGarvey for separate discussion.

ACTION: Motion to approve items 13.1, 13.3 and 13.4 by Terry second by Gatewood;
Motion passed with a 5:0 vote.

ACTION: Motion to approve item 13.2 by Budge second by Gatewood; Motion passed with a 5:0 vote.

- 13.1 **Subject:** Meeting Minutes from the Regular City Council Meeting of September 16, 2019, and the Special City Council Meeting of September 24, 2019.
Recommendation: Adopt the Minutes.
- 13.2 **Subject:** A Resolution Declaring the Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Stonecreek Industrial Center Project in the City of Rancho Cordova.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the Annual Stormwater Utility Fee on the Stonecreek Industrial Center Project. If majority approval exists, the City Council may impose the Annual Stormwater Utility Fee on the Stonecreek Industrial Center Project pursuant to the Fee Ordinance.
Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.
Advances Goals: 5.
- 13.3 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 58-2019 in an Amount Not to Exceed \$1,285,710 with Coastline Water Resources for Storm Drain Maintenance Services through June 30, 2022.
Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract No. 58-2019 with Coastline Water Resources in an amount not to exceed \$1,285,710 for the provision of Storm Drain Maintenance Services through June 30, 2022.

Staff Report: Albert Stricker, Public Works Director and Dalia Fadl, Senior Civil Engineer.

Advances Goals: 1, 2 and 5.

- 13.4 **Subject:** A Resolution Authorizing the City Manager to Execute an Amendment to the Existing Contract for Tyler EnerGov Land Management and Permitting System; Total Contract with Amendment in an Amount Not to Exceed \$1,857,630.

Recommendation: Adopt the Resolution.

Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to amend our existing contract with Tyler Technologies EnerGov Land Management/Permitting System to include Tyler Cashiering, Tyler Content Manager, and allow for staff to roll out the new EnerGov system in two phases.

Staff Report: Kim Juran-Karageorgiou, Administrative Services Director and Rod Van Buskirk, Business Systems Analyst.

Advances Goals: 5.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 14.1 **Subject:** A Resolution Creating Special Tax Area Zone 25 and an Ordinance Establishing a Special Tax for Transit-Related Services for the Bradshaw Village Project.

Recommendation: Adopt the Resolution and introduce and waive the first reading of the Ordinance.

Result of Recommended Action: Adoption of the Resolution and Ordinance will assist the City in meeting the costs of providing Transit-Related Services by creating a Special Tax Area Zone and establishing a Special Tax for Transit-Related Services for the Bradshaw Village project.

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

Advances Goals: 5.

- 14.2 **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 Bradshaw Village 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 project. The action also sets 1:30 p.m. on October 23, 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.

Mayor McGarvey opened the public hearing, seeing no speakers, Mayor McGarvey closed the public hearing.

ACTION: Motion to approve by Terry second by Sander; Motion passed with a 5:0 vote.

15. PUBLIC HEARING ITEMS

- 15.1 **Subject:** Discussion of the First Amendment to the Elliott Development Agreement for Rio Del Oro Phase 1.
Recommendation: Receive information and provide direction to staff.
Result of Recommended Action: The item tonight will brief Council on the terms of a First Amendment to the Development Agreement relative to Rio Del Oro Phase 1, including requirements for the construction of improvements to White Rock Road and proposed adjustments to certain fees. At the next Council meeting in October, staff will return to introduce an Ordinance approving a First Amendment to the Development Agreement relative to the Phase 1 portion of Rio Del Oro.
Staff Report: Elizabeth Sparkman, Community Development Director.
Advances Goals: 2 and 5.

Mayor McGarvey opened the public hearing, seeing no speakers, Mayor McGarvey closed the public hearing.

ACTION: Input was received regarding the Discussion of the First Amendment to the Elliott Development Agreement for Rio Del Oro Phase 1.

- 15.2 **Subject:** T-Mobile Antenna Addition Conditional Use Permit Amendment; Project No. DD9881 - Located at 10653 Coloma Road.
Recommendation: Determine the project is Categorically Exempt per Section 15303 (new construction or conversion of small structures) of the California Environmental Quality Act (CEQA) Guidelines; and adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution would approve a Conditional Use Permit Amendment to increase the height of an existing telecommunications pole by 10 feet with a five foot antenna extension for an overall height increase of 15 feet, installation of additional antennas, and an increase of the ground area by 310 square feet for corresponding ground equipment. Approval would allow the applicant to pursue necessary building permits for construction. The telecommunication facility will provide increased T-Mobile service.
Staff Report: June Cowles, Senior Planner.
Advances Goals: 5 and 6.

Mayor McGarvey opened the public hearing. The following individual addressed the Council:

- Alcides A. Gonzales

Seeing no additional speakers, Mayor McGarvey closed the public hearing.

ACTION: Motion to continue item 15.2 to the November 4, 2019 City Council Meeting by Budge second by Terry; Motion passed with a 5:0 vote.

16. REGULAR CALENDAR ITEMS

- 16.1 **Subject:** Update on the Mills Station District (Formerly Known as the Civic Center) Development Project.
Recommendation: Receive general information about the proposals, selection process and expected timeline for determining the recommended Mills Station District Project Development Partner.

Result of Recommended Action: The project review team will move forward with the selection process and will return to City Council with the recommended Mills Station District Project Development Partner.

Staff Report: Micah Runner, Deputy City Manager and Laura Fickle, Economic Development Analyst.

Advances Goals: 1, 2 and 6.

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

- Mary Nesel
- Terah Kolvenbach

ACTION: Input was received regarding the Mills Station District (Formerly Known as the Civic Center) Development Project.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Update on Flavored Vaping Cigarettes
2. Civic Center Discussion

18. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 7:59 p.m.



Stacy Leitner, CMC
 City Clerk



CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, October 15, 2019

4:30 PM – Special Meeting
Titan Room

DRAFT MINUTES

1. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the Special meeting to order in the Titan Room at 4:40 PM.

Council Members Present: Budge, Gatewood, Sander, Terry, McGarvey.

Council Members Absent: None.

Staff Members Present: Abhar and Lindgren.

2. PUBLIC COMMENT

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

3. CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION: City Manager: Pursuant to Government Code Section 54957.

5. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 6:50 PM.

A handwritten signature in blue ink that reads "Stacy Leitner".

Stacy Leitner, CMC
City Clerk

MEMORANDUM

DATE: October 21, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Quoc Nham, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 66-2015-3 WITH WOOD RODGERS, INC. TO EXTEND THE CONTRACT TERM FROM DECEMBER 31, 2019 TO DECEMBER 31, 2020 AND TO INCREASE THE CONTRACT AMOUNT FROM \$330,000 TO AN AMOUNT NOT TO EXCEED \$360,000 FOR ON-CALL PROFESSIONAL SERVICES**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 66-2015-3 for continued on-call professional services with Wood Rodgers, Inc. to extend the contract term from December 31, 2019 to December 31, 2020 and to increase the contract amount from \$330,000 to an amount not to exceed \$360,000 for the completion of the plans, specifications, and estimate and to provide bidding and construction support.

BACKGROUND

White Rock Road between Sunrise Boulevard and Fitzgerald Road has been identified as a high priority road improvement project. This is the first phase of White Rock Road improvements and sets the stage for later phases of improvements east of Sunrise Boulevard from Fitzgerald Road to the City Limits, which is currently an undivided two-lane road with narrow shoulders, no bicycle facilities, and poor pavement condition with vertical & horizontal alignment challenges.

This project will improve public safety by adding a traffic signal at the intersection of White Rock Road and Gold Valley Drive, including rerouting of vehicles by eliminating westbound egress from the property of 11260 White Rock Road (Costco). Additional elements of the improvements include resurfacing the roadway, striping, electrical modifications, rehabilitating landscaping, and improving pedestrian access.

On June 4, 2015, City Council approved Contract No. 66-2015 for Wood Rodgers, Inc. to provide professional on-call civil engineering services for the White Rock Road Improvements from Sunrise Boulevard to Fitzgerald Road. The Contract has been amended twice to continue providing on-call professional services:

1. Contract Amendment No. 66-2015-1 was executed on July 1, 2018 to amend the existing Contract to allow Wood Rodgers to provide on-call construction management services and extend the term of the Contract from June 4, 218 to June 30, 2019.
2. Contract Amendment No. 66-2015-2 was executed on June 17, 2019 to amend the existing Contract to extend the term of the Contract from June 30, 2019 to December 31, 2019 and increase the total compensation amount by \$30,000 from \$300,000 to an amount not to exceed \$330,000 for additional scope and budget to provide bidding and construction support.

The proposed amendment is necessary for the additional coordination with impacted business owners and the additional scope to complete the plans, specifications, and estimate for the improvements to White Rock Road from Sunrise Boulevard to Fitzgerald Road. In addition, the amendment will also provide additional funds for bidding and construction support.

FISCAL IMPACT

Funding for White Rock Road consists of \$350,000 in Traffic Mitigation Impact Fee, \$883,475 in Gas Tax Funds, \$445,077 in New Measure A Maintenance Fees, and \$661,524 in Supplemental Transportation Fees for the delivery of this phase of the project.

This project is included in the City's current approved Capital Improvement Plan and in the 2019/20 budget.

ATTACHMENTS

1. Resolution
2. Contract No. 66-2015-3

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. 66-2015-3 WITH WOOD RODGERS, INC. TO EXTEND THE CONTRACT TERM FROM DECEMBER 31, 2019 TO DECEMBER 31, 2020 AND TO INCREASE THE CONTRACT AMOUNT FROM \$330,000 TO AN AMOUNT NOT TO EXCEED \$360,000 FOR ON-CALL PROFESSIONAL SERVICES

WHEREAS, the City entered into Contract No. 66-2015 with Wood Rodgers, Inc. on June 4, 2015 to provide on-call professional services in an amount not to exceed of \$300,000 for a term to end on June 4, 2018; and

WHEREAS, Contract Amendment No. 66-2015-1 was executed to extend the contract term from June 4, 2018 to June 30, 2019; and

WHEREAS, Contract Amendment No. 66-2015-2 was executed to extend the contract term from June 30, 2019 to December 31, 2019 and to increase the maximum compensation amount from \$300,000 to an amount not to exceed \$330,000 for additional scope and budget to provide bidding and construction support; and

WHEREAS, the City wishes to extend the contract term from December 31, 2019 to December 31, 2020 and to increase the maximum compensation amount from \$330,000 to an amount not to exceed \$360,000 for the completion of the plans, specifications, and estimate and to provide bidding and construction support; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager or his designee to execute Contract Amendment No. 66-2015-3 with Wood Rodgers, Inc. to extend the contract term from December 31, 2019 to December 31, 2020 and to increase the contract amount from \$330,000 to an amount not to exceed \$360,000 for on-call professional services and in a form approved by the city attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21ST day of October 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Robert J. McGarvey, Mayor

Stacy Leitner, CMC
City Clerk

ATTACHMENT 2**Contract No. 66-2015-3**

**THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND WOOD RODGERS, INC.
FOR ON-CALL PROFESSIONAL SERVICES**

This Third Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Wood Rodgers, Inc. ("Professional") as of October 21, 2019. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated June 4, 2015 for the purpose of providing on-call civil engineering services; and

WHEREAS, Amendment 66-2015-1 was executed in July 1, 2018 to amend the existing contract to allow the Professional to provide on-call construction management services and extend the term of the contract from June 4, 2018 to June 30, 2019; and

WHEREAS, Amendment 66-2015-2 was executed in June 17, 2019 to amend the existing contract to extend the term of the contract from June 30, 2019 to December 31, 2019 and increased the total compensation amount by \$30,000 from \$300,000 to an amount not to exceed \$330,000 for additional scope and budget to provide bidding and construction support; and

WHEREAS, this Amendment will extend the contract term from December 31, 2019 to December 31, 2020 and increase the total compensation amount by \$30,000 from \$330,000 to an amount not to exceed \$360,000 to allow the Professional to complete the final design and to provide bidding and construction support; 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 December 31, 2019, 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 \$330,000. The Parties agree to amend Section 2 of the PSA in order to increase the

ATTACHMENT 2**Contract No. 66-2015-3**

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 Three Hundred Sixty Thousand Dollars (\$360,000), 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**.
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 Mr. Quoc Nham, P.E. ("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:

Mr. Mark Rayback
Wood Rodgers, Inc.
3301 C Street, Building 100-B
Sacramento, CA 95816
mrayback@woodrodgers.com

Any written notice to City shall be sent to:

Mr. Quoc Nham, P.E.
Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
qnham@cityofranhocordova.org

ATTACHMENT 2**Contract No. 66-2015-3**

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: _____

Mark Rayback, P.E., Vice President

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____



October 1, 2019

Mr. Quoc Nham, Associate Civil Engineer, Public Works
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

Re: Request for Amendment No. 6 to Revise Term of Services in Consulting Services Agreement for the Preparation of the Plans, Specifications & Estimate for White Rock Road – Sunrise to Fitzgerald

Dear Mr. Nham,

Recent revisions to the White Rock Road – Sunrise to Fitzgerald design, including but not limited to: revising the Costco parking lot and driveway per Costco comments, revising the traffic signal design to replace loop detectors per the new City standard of using video detection, and addressing various City comments on the 90% PS&E submittal, have resulted in insufficient budget to complete the PS&E. This letter is to formally request an amendment to our agreement with the City of Rancho Cordova (City) for additional budget to complete PS&E.

Wood Rodgers is proposing that the following work items be amended to the existing Scope of Work tasks as shown.

Task 6 – Final Design **\$17,000 T&M**

Wood Rodgers is requesting additional budget to address the City's comments on the 90% PS&E and to address any final comments the City may have on the 100% PS&E submittal. Wood Rodgers is also aware that Costco may have additional revisions on the parking lot area in conjunction with their proposed gas station relocation, which would be included with this additional budget.

Task 7 – Bidding and Construction Assistance **\$4,000 T&M**

Wood Rodgers will provide assistance, as required, to the City of Rancho Cordova during the bidding and construction of the project. The work may include responses to requests for information, attending meetings, review and approval of submittals and shop drawings, and providing ongoing consultation and interpretation of construction documents. The responsible Wood Rodgers engineers for each design area (e.g., roadway design, drainage design) will be available for consultation as required.

TOTAL **\$21,000 T&M**

Wood Rodgers recommends your authorization of this amendment, and we look forward to continuing our involvement with you and reaching a successful completion of this Project.

ATTACHMENT 2

Mr. Edgar Medina
Request for Amendment No. 6
October 1, 2019
Page 2



If you require additional information regarding this request, please do not hesitate to contact me at (916) 440-8131.

Sincerely,
WOOD RODGERS, INC.



Mark Rayback, PE
Vice President

8470.004\WRR_A6.doc

EXHIBIT B



WOOD RODGERS

SACRAMENTO FEE SCHEDULE
 Effective January 1, 2019

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$245
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$215
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$200
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$190
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$180
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$170
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$160
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$145
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$110
CAD Technician III	\$145
CAD Technician II	\$125
CAD Technician I	\$110
Project Coordinator	\$125
Administrative Assistant	\$105
1 Person Survey Crew	\$195
2 Person Survey Crew	\$285
3 Person Survey Crew	\$370
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 54.5 cents per mile.

Fee Schedule subject to change January 1, 2020.

MEMORANDUM

DATE: October 21, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Quoc Nham, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 162-2019 WITH BENNETT ENGINEERING SERVICES, INC. FOR ON-CALL ENGINEERING AND DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$148,000.00 FOR THE MATHER FIELD ROAD REHABILITATION PROJECT**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract No. 162-2019 with Bennett Engineering Services, Inc. in an amount not to exceed \$148,000.00 for on-call engineering and design services for the Mather Field Road Rehabilitation Project.

BACKGROUND

Mather Field Road is a highly traveled corridor with average daily trips of approximately 41,000 vehicles. This corridor has been identified as a high priority road rehabilitation project by the City of Rancho Cordova.

Mather Field Road extends from Peter A. McCuen Boulevard to Folsom Boulevard. The corridor contains six lanes between International Drive and U.S. 50, and four lanes between U.S. 50 and Folsom Boulevard (see Attachment 3 – Site Map). The deterioration of the pavement has caused for poor ride quality with severe potholes and depressions throughout this corridor.

The rehabilitation of this corridor is not only necessary, but also aligns with the City goals to promote the positive image of Rancho Cordova; ensure a safe, inviting and livable community; and ensures the availability of the best public services in the region while practicing sound financial management.

The total project design elements with the rehabilitation of this corridor will provide the residents and citizens within our community with a safer, smoother ride quality, and the ability to promote economic development within this stretch of the roadway through beautification of the newly paved road, including: enhanced landscaping of existing medians, improved pedestrian access, and clear lane delineations with new striping.

FISCAL IMPACT

Funding for Mather Field Road consists of \$517,700 in Community Enhancement Fund and \$2,482,300 in Road Maintenance and Rehabilitation Fund for the delivery of this phase of the project.

This project is included in the City's current approved Capital Improvement Plan and in the 2019/20 budget.

ATTACHMENTS

1. Resolution
2. Contract No. 162-2019
3. Site 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, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 162-2019 WITH BENNETT ENGINEERING SERVICES, INC. FOR ON-CALL ENGINEERING AND DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$148,000 FOR THE MATHER FIELD ROAD REHABILITATION PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 162-2019 with Bennett Engineering Services, Inc. in an amount not to exceed \$148,000 for on-call engineering and design services for the Mather Field Road Rehabilitation Project; and

WHEREAS, the Public Works Department employs the assistance of qualified consultants for engineering and design services in order to provide flexibility to adapt to variable Capital Improvement Program demands; and

WHEREAS, funding for Mather Field Road Rehabilitation consists of \$2,482,300 in Road Maintenance & Rehabilitation Funds; and

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager or his designee to execute Contract No. 162-2019 with Bennett Engineering Services, Inc. for engineering and design services in an amount not to exceed \$148,000 for the Mather Field Road Rehabilitation Project and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21ST day of October 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Robert J. McGarvey, Mayor

Stacy Leitner, CMC
City Clerk

Contract No.: 162-2019

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND BENNETT ENGINEERING SERVICES, INC.
FOR THE MATHER FIELD REHABILITATION PROJECT**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Bennett Engineering, Services, Inc., a ("Professional") as of October 21, 2019.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2020, the date of completion specified in Exhibit A. 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 for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed One Hundred Forty-Eight Thousand Dollars and No Cents (\$148,000.00), notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for

ATTACHMENT 2**Contract No.: 162-2019**

services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Item Intentionally Omitted.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

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In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 **Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed the specified amount. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this

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section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 Commercial General and Automobile Liability Insurance.

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but

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shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

Contract No.: 162-2019

- 4.3 Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.
- 4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.
- 4.4 All Policies Requirements.**
- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original

Contract No.: 162-2019

endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.5 Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

Contract No.: 162-2019

- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

- 5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** To the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify

Contract No.: 162-2019

under Sections 5.1 and 5.2 shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's

Contract No.: 162-2019

failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

Contract No.: 162-2019

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

Contract No.: 162-2019

- 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

Contract No.: 162-2019

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

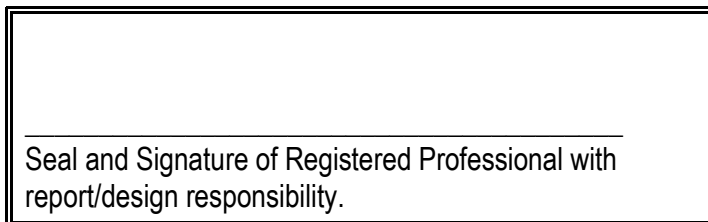
ATTACHMENT 2**Contract No.: 162-2019**

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Mr. Quoc Nham ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:

Mr. Leo Rubio, P.E., President
 Bennett Engineering Services, Inc.
 1082 Sunrise Avenue, Suite 100
 Roseville, CA 95611
 Email Address (for Insurance Update Requests) LRubio@Ben-En.com

Any written notice to City shall be sent to:
 Mr. Quoc Nham, P.E.
 Public Works Department
 City of Rancho Cordova
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
qnham@cityofranhocordova.org

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between

ATTACHMENT 2**Contract No.: 162-2019**

City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.

- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

ATTACHMENT 2**Contract No.: 162-2019**

IN WITNESS WHEREOF, the Parties 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

PROFESSIONAL

Cyrus Abhar, City Manager

Leo Rubio, President

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Exhibit A: Scope of Services_ Mather Field

Client:	City of Rancho Cordova
Consultant:	Bennett Engineering Services Inc.
Project:	Mather Field Rehabilitation
Date:	October 1, 2019



TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661

T 916.783.4100
F 916.783.4110

www.ben-en.com

Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.

PROJECT DESCRIPTION:

Bennett Engineering Services (BEN|EN) will provide engineering support services to City staff for Mather Field Rehabilitation Project. The project includes, aerial survey & topo mapping, utility coordination, re-design existing median, landscape and irrigation design, and pavement evaluation & resurfacing recommendation. The limits will be from the southernmost third rail road track (UPRR) south of Folsom Blvd, to the intersection of Mather Field Road and International Drive. BEN|EN will submit a 60%, 90%, and 100% PS&E for City to provide up to 3 rounds of review comments and then we will proceed to providing Final PS&E. The City of Rancho Cordova has provided the following Project Description to consider:

Civil Work

- Provide Plans for Rehabilitation of Mather Field with a similar look and feel to Cordova Park SRTS
 - Provide improvement over a faded aerial image and aerial survey information.
- Update two (2) Curb ramps to make ADA compliant at El Mercado Drive.
- Close any sidewalk gaps along Mather Field Road and identify areas to remove and replace broken sidewalk
- Provide pedestrian refuge area on SW corner of Mills Station Rd
- Evaluate drainage through the corridor and proposed improvements/upgrades to drop inlets.
- Assist City with Encroachment permit for Caltrans

Electrical Work

- No signal work to be performed other than replacement of damaged loops from rehab work.

Environmental Work

- City is requesting support in preparing the Memo to accompany the Notice of Exception to satisfy CEQA.

Geotechnical Work

- Perform up to 8 cores along Mather Field Road to investigate existing cross section and R-value of soil
 - Four cores will be done north of US-50 and four cores will be done south of US-50.
 - Provide pavement evaluation and recommendation for rehabilitation.

Landscape Work

- Widen the median (if needed) from I-50 eastbound Off-ramp intersection to the southbound left turn lane pocket at Rockingham Drive (Approximately 1000LF).
- Use the same landscape palette that is used on Mather Field, just north of I-50.

Survey Work

- Provide aerial survey from Folsom Blvd, down to intersection of Mather Field Road and International Drive.
- Provide topo survey for up to 2 curb ramps (see Civil Work for locations) and one pedestrian refuge island

ATTACHMENT 2**KEY WORK SCOPE ASSUMPTIONS:**

- No traffic signal modification will be required, therefore no electrical sub is required
- No potholing is anticipated for this project
- No drainage improvements (design) anticipated other than calling out upgrades to existing drop inlets.
- No need to establish right of way since all work will be confined from back of sidewalk to back of sidewalk.
- No rehab work on I-50 Bridge deck
- No need to consider FDR for this portion
- City will provide the PCI for the entirety of the project
- City will be responsible for providing copies of any Maintenance Agreement (MA) the City has with Caltrans. No additional support for updating MA anticipated as part of this effort.

TASK 1. Project Management**Subtask 1.1. Meetings and Project Coordination**

BEN|EN, in collaboration with City Project Manager, will coordinate project meetings with representatives from subconsultants and appropriate City staff. BEN|EN will setup and facilitate all interagency, field review, and other project related meetings. BEN|EN will prepare all meeting agendas and meeting minutes and distribute these to the meeting attendees (assume 6 meetings).

Subtask 1.2. Agency Coordination

BEN|EN will coordinate with the City and the Operations and Maintenance Department, Joint Powers Authority (JPA), utility purveyors, and Caltrans. BEN|EN will inform the City Project Manager of all coordination efforts with outside agencies prior to any meeting with an outside agency or organization. BEN|EN will participate in coordination meetings with Caltrans in an effort to help during project review and encroachment permit application process.

Subtask 1.3. Monthly Invoices, Status Reports, and Project Schedule

BEN|EN will prepare and submit monthly invoices and status reports to the City. The status reports will include project tasks completed, deliverables submitted and budget expenditures for that month's invoice. Invoices will include employee rates, expenses per task, and a copy of any subconsultant invoices. BEN|EN will provide a project schedule, using Microsoft Project, showing the activities and milestones outlined in our project scope. The activities will show begin and end dates, duration and dependency on other tasks. The schedule will be refined and maintained after major milestone or as decisions that impact the schedule are made throughout the life of the project.

Subtask 1.4. Quality Control

BEN|EN will utilize our existing internal controls and the guidelines as set by the City, and we will provide technical resources necessary to ensure that deliverables are complete, and that they meet the City's requirements. Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The review will be documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the 60%, 90%, and 100% PS&E submittals.

DELIVERABLES:

- *Meeting notices, agendas, minutes, and sign-in-sheets.*
- *Status report and monthly invoices*
- *Hardcopy and PDF of project schedule*
- *Quality control review forms*

ATTACHMENT 2**TASK 2. Topographic Survey and Mapping****Subtask 2.1. Topographic Surveying and Mapping**

UNICO Engineering will perform topographic surveying and base mapping of the proposed project along Mather Field Road. UNICO will utilize project control derived from the NAD83 datum and an approved County of Sacramento NAVD88 benchmark. UNICO will perform a surface scan of the roadway from edge of pavement to opposite edge of pavement. The survey will collect high-density 3D scan data at 26,000 points per second and will include high resolution VISION imaging point data to provide a detailed analyzation of the pavement conditions along the project corridor. The general limits are along Mather Field Road from Folsom Boulevard to the intersection of Mather Field Road and International Drive. UNICO will perform detailed topographic surveying and mapping of two curb ramps on El Mercado Drive for the purpose of ADA compliance. UNICO will also survey the proposed pedestrian refuge area at the southwest corner of Mills Station Road. UNICO will survey and map all utility lids and structures within the paved area of the project. This will include valves, boxes, manholes and monument boxes. UNICO will perform base mapping of topographic and scan surveys to include 1' contours, 3D surface and planimetrics. Boundary and right of way surveys are not required for this work as all work will take place within the existing street improvements.

DELIVERABLES:

- *AutoCAD base file*
- *Surface Scan Files and Clouds*
- *Point Files*

TASK 3. Utility Coordination ABC Process

BEN|EN will prepare Utility Letters A, B, C, along with utility plans for the utility companies. Utilities known to operate in the vicinity of the project will be contacted. BEN|EN will map the existing utilities based on as-built plans, utility maps, field observation, and topographic survey of above ground utilities. Utilities conflicts with the proposed design will be identified and we will work with each utility company to develop relocation plans if necessary. All utility coordination efforts will be tracked using our internal utility tracking process.

Subtask 3.1. Utility Letters A

BEN|EN will prepare and provide exhibit to accompany the Utility Letter A. BEN|EN will then map the existing utilities with information provided by the City and the utility companies

Subtask 3.2. Utility Letters B

BEN|EN will generate Utility Conflict Maps that will be sent to each utility company that is being impacted. BEN|EN will coordinate any field review with utility companies to go over potential impacts and identify ways to mitigate the impact. BEN|EN assumes up to 3 field meeting with utility companies.

Subtask 3.3. Utility Letters C

BEN|EN will coordinate the development of relocation plans or demonstrate the relocation/adjustments in our plan set. BEN|EN will assist the city in generating any utility agreement between utility companies needing to have utilities adjusted/relocated.

TASK 4. Pavement Evaluation, Preliminary Engineering, and Environmental Documents**Subtask 4.1. Pavement Evaluation**

GEOCON will evaluate existing pavement and subgrade conditions by performing pavement coring along Mather Field Road from Folsom Boulevard to the Mather Field Road and International Drive intersection and provide conclusions and recommendations for repair and/or rehabilitation. Rehabilitation will likely include isolated dig outs and grind/overlay with or without a pavement reinforcement interlayer. GEOCON will perform the following services:

ATTACHMENT 2

- A GEOCON senior staff engineer will perform a site visit to observe existing pavement conditions and to pre-mark proposed core locations.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory excavations at the site.
- Obtain an encroachment permit from the City of Rancho Cordova (assume no fee).
- Perform up to 8 pavement cores within the northbound and southbound lanes of Mather Field Road. Four (4) cores each will be located north and south of US Highway 50 in the northbound and southbound lanes.
- Provide necessary traffic control measures during fieldwork.
- Measure existing pavement section material thicknesses at the core locations.
- Obtain subgrade soil samples from the core locations.
- Patch the cores with rapid-set concrete or cold-patch asphalt concrete (AC).

DELIVERABLES: Summary report with conclusions and recommendations will include (but not be limited to) the following:

- Map showing core locations
- Site plan with typical pavement distress and recommended dig out locations noted
- Pavement condition description
- Pavement section material thicknesses at the core locations
- Pavement repair/rehabilitation recommendations

Subtask 4.2. Notice of Exemption/Categorical Exemption

GPA will prepare a Notice of Exemption (NOE) for the City's use in documenting the categorical exemption after project approval. The NOE will include all elements as required pursuant to CEQA Guidelines Section 15062 and will include supporting documentation demonstrating the project's compliance with the requirements of a CEQA CE. GPA assumes that City will file the NOE with the Sacramento County Clerk's Office and pay applicable fees. GPA will file the NOE with the California State Clearinghouse.

DELIVERABLES:

- One (1) electronic copy of the Notice of Exemption and supporting documentation for City's use in filing with the Sacramento County Clerk's Office. One (1) electronic copy of the Notice of Exemption filed with the California State Clearinghouse.

ASSUMPTIONS

- Project would qualify as Categorical exempt from CEQA under CEQA Guidelines Section 15301: Existing Facilities.
- Up to two rounds of comments on each deliverable. If responses to additional comments are requested, GPA will provide an additional scope of work and budget to support this effort.
- This scope of work is based on the project information provided by the City/design engineering team. If the limits of the project area or scope of the project change substantially, GPA will provide an additional scope of work and budget to support this effort.
- The project would be constructed entirely within existing City-owned rights-of-way and no acquisition would be required.
- GPA assumes that the City will be responsible for paying the required CEQA filing fees.
- No regulatory agency permits would be required for the project.

TASK 5. Final Plans, Specifications, and Estimate Documents

BEN|EN will engage HELIX for the irrigation and landscape design to be included in the following 60%, 90%, 100% and Final PS&E Submittals.

ATTACHMENT 2**Subtask 5.1. 60% Plans, Specifications & Estimate**

BEN|EN will prepare and submit Plans, Specifications and Estimates to the City for review and comment. This submittal will include a complete set of construction drawings including but not limited to the following:

- *Title Sheet*
- *General Notes*
- *Survey Control Sheet/ Key Sheet*
- *Typical Cross Sections*
- *Roadway Layouts (scale 1"=20')*
- *Construction Detail*
- *Signage and Striping Plans*
- *Irrigation and Landscape Plans*
- *Detailed Construction Cost Estimate*
- *Project Specifications*

Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary.

DELIVERABLES:

- *One full size set and three (3) 11 x 17 sets of the plans, specifications and estimate at the 60% level*

Subtask 5.2. 90% Plans, Specifications, and Estimate

BEN|EN will prepare and submit 90% plans, specifications and estimates to the City for review and comment. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary.

DELIVERABLES:

- *One full size set and three (3) 11 x 17 sets of the plans, specifications and estimate at the 90% level*

Subtask 5.3. 100% and Final Plans, Specifications, and Estimate

Prepare and submit plans, specifications and estimates to the City for final review. Previous review comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary. Upon verification of all comments incorporated into the 100% submittal, BEN|EN will provide a Final PS&E stamped copy. Additional revisions to 100% PS&E set will be done as part of an amendment if required at this phase of the project.

DELIVERABLES:

- *One full size set of the plans, specifications and estimate at the 100% level*
- *One full size stamped set of plans, specifications and estimate. A PDF copy of the plans, specifications, and cost estimate*

TASK 6. Bidding and Construction Assistance**Subtask 6.1. Bidding Assistance**

BEN|EN will draft responses to bidder inquiries during the bidding process for City review and distribution to all bidders. Our team assumes responding to four (4) bidder inquiries.

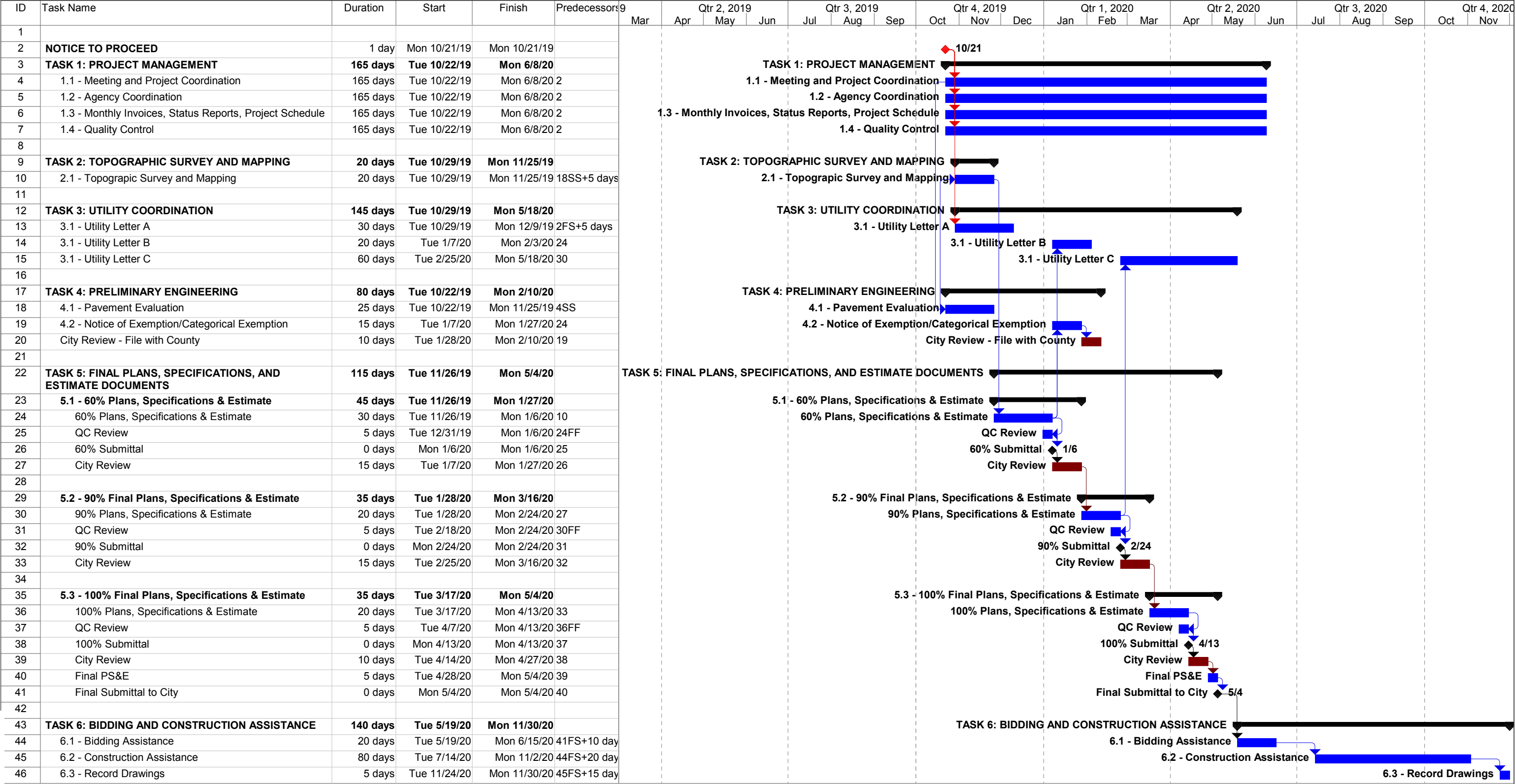
Subtask 6.2. Construction Assistance

BEN|EN will attend the pre-construction meeting and will assist the City staff to review any RFI and change order requests. BEN|EN will also perform field reviews during construction as requested by the City. Our team assumes responding to four (4) field visits and four (4) RFI's.

Subtask 6.3. Record Drawings

Upon completion of construction, BEN|EN will provide Record Drawing and an Electronic file submittal in accordance to the City of Rancho Cordova Specifications for Digital Submission of Civil Engineering Plans (version 1.2).

City of Rancho
Mather Field Rehabilitation Project



Project: 19-318-01 Schedule - rev 1
Date: Tue 10/1/19

Task		External Milestone	
Milestone		Inactive Milestone	
Summary		Inactive Summary	
City Task		Manual Task	

Duration-only		Finish-only	
Manual Summary Rollup		External Tasks	
Manual Summary		External Milestone	
Start-only		Deadline	

Exhibit B: Fee Estimate

Client: Rancho Cordova

Consultant: Bennett Engineering Services Inc

Project: Mather Field Rehabilitation

Date: October 1, 2019

ATTACHMENT 2

BEN|EN

TRUSTED ENGINEERING ADVISORS

Fee Estimate	Project Manager IV 201 \$/hr		Engineer II 165 \$/hr		Engineer I 150 \$/hr		Designer III 160 \$/hr		Administrative 80 \$/hr		BEN EN Subtotal		MISC. EXPENSES	UNICO	GEOCON	HELI	GPA	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost		Contract	Contract	Contract	Contract	
Task 1: Project Management																		
1.1 - Meetings and Project Coordination	16 hrs	\$3,216	8 hrs	\$1,320	hrs	\$0	hrs	\$0	hrs	\$0	24 hrs	\$4,536	\$84	\$0	\$0	\$0	\$0	\$4,620
1.2 - Agency Coordination	12 hrs	\$2,412	8 hrs	\$1,320	hrs	\$0	hrs	\$0	hrs	\$0	20 hrs	\$3,732	\$18	\$0	\$0	\$0	\$0	\$3,750
1.3 - Monthly Invoices, Status Report, and Project Schedule	10 hrs	\$2,010	hrs	\$0	hrs	\$0	hrs	\$0	20 hrs	\$1,600	30 hrs	\$3,610	\$40	\$0	\$0	\$0	\$0	\$3,650
1.4 - Quality Control	12 hrs	\$2,412	hrs	\$0	hrs	\$0	hrs	\$0	hrs	\$0	12 hrs	\$2,412	\$68	\$0	\$0	\$0	\$0	\$2,480
Subtotal	50 hrs	\$10,050	16 hrs	\$2,640	hrs	\$0	hrs	\$0	20 hrs	\$1,600	86 hrs	\$14,290	\$210	\$0	\$0	\$0	\$0	\$14,500
Task 2: Topographic Survey and Mapping																		
2.1 - LIDAR Surveying and Mapping	2 hrs	\$402	hrs	\$0	hrs	\$0	8 hrs	\$1,280	hrs	\$0	10 hrs	\$1,682	\$35	\$17,283	\$0	\$0	\$0	\$19,000
Subtotal	2 hrs	\$402	hrs	\$0	hrs	\$0	8 hrs	\$1,280	hrs	\$0	10 hrs	\$1,682	\$35	\$17,283	\$0	\$0	\$0	\$19,000
Task 3: Utility Coordination ABC Process																		
3.1 - Utility Letter A	2 hrs	\$402	4 hrs	\$660	16 hrs	\$2,400	hrs	\$0	hrs	\$0	22 hrs	\$3,462	\$0	\$0	\$0	\$0	\$0	\$3,462
3.2 - Utility Letter B	4 hrs	\$804	20 hrs	\$3,300	8 hrs	\$1,200	hrs	\$0	hrs	\$0	32 hrs	\$5,304	\$130	\$0	\$0	\$0	\$0	\$5,434
3.3 - Utility Letter C	4 hrs	\$804	20 hrs	\$3,300	hrs	\$0	hrs	\$0	hrs	\$0	24 hrs	\$4,104	\$0	\$0	\$0	\$0	\$0	\$4,104
Subtotal	10 hrs	\$2,010	44 hrs	\$7,260	24 hrs	\$3,600	hrs	\$0	hrs	\$0	78 hrs	\$12,870	\$130	\$0	\$0	\$0	\$0	\$13,000
Task 4: Pavement Evaluation, Preliminary Engineering, and Environmental Documents																		
4.1 - Pavement Evaluation	1 hrs	\$201	4 hrs	\$660	hrs	\$0	hrs	\$0	hrs	\$0	5 hrs	\$861	\$52	\$0	\$9,545	\$0	\$0	\$10,458
4.2 - Notice of Exemption/Categorical Exemption	1 hrs	\$201	4 hrs	\$660	hrs	\$0	hrs	\$0	hrs	\$0	5 hrs	\$861	\$0	\$0	\$0	\$0	\$5,681	\$6,542
Subtotal	2 hrs	\$402	8 hrs	\$1,320	hrs	\$0	hrs	\$0	hrs	\$0	10 hrs	\$1,722	\$52	\$0	\$9,545	\$0	\$5,681	\$17,000
Task 5: Final Plans, Specifications, and Estimate Documents																		
5.1 - 60% Plans, Specifications & Estimate	20 hrs	\$4,020	60 hrs	\$9,900	60 hrs	\$9,000	60 hrs	\$9,600	hrs	\$0	200 hrs	\$32,520	\$73	\$0	\$0	\$5,342	\$0	\$37,935
5.2 - 90% Plans, Specifications & Estimate	12 hrs	\$2,412	32 hrs	\$5,280	40 hrs	\$6,000	24 hrs	\$3,840	hrs	\$0	108 hrs	\$17,532	\$0	\$0	\$0	\$5,578	\$0	\$23,110
5.3 - 100% Final Plans, Specifications, and Estimate	7 hrs	\$1,407	16 hrs	\$2,640	8 hrs	\$1,200	8 hrs	\$1,280	hrs	\$0	39 hrs	\$6,527	\$0	\$0	\$0	\$3,928	\$0	\$10,455
Subtotal	39 hrs	\$7,839	108 hrs	\$17,820	108 hrs	\$16,200	92 hrs	\$14,720	hrs	\$0	347 hrs	\$56,579	\$73	\$0	\$0	\$14,848	\$0	\$71,500
Task 6: Bidding and Construction Assistance																		
6.1 - Bidding Assistance	1 hrs	\$201	7 hrs	\$1,155	hrs	\$0	hrs	\$0	hrs	\$0	8 hrs	\$1,356	\$0	\$0	\$0	\$0	\$0	\$1,356
6.2 - Construction Assistance	6 hrs	\$1,206	hrs	\$0	hrs	\$0	8 hrs	\$1,280	hrs	\$0	14 hrs	\$2,486	\$0	\$0	\$0	\$3,134	\$0	\$5,620
6.3 - Record Drawings	2 hrs	\$402	8 hrs	\$1,320	hrs	\$0	8 hrs	\$1,280	hrs	\$0	18 hrs	\$3,002	\$22	\$0	\$0	\$0	\$0	\$3,024
Subtotal	9 hrs	\$1,809	15 hrs	\$2,475	hrs	\$0	16 hrs	\$2,560	hrs	\$0	40 hrs	\$6,844	\$22	\$0	\$0	\$3,134	\$0	\$10,000
PROJECT TOTAL	112 hrs	\$22,512	191 hrs	\$31,515	132 hrs	\$19,800	116 hrs	\$18,560	20 hrs	\$1,600	571 hrs	\$93,987	\$522	\$17,283	\$9,545	\$17,982	\$5,681	\$145,000

Additional Fee Information

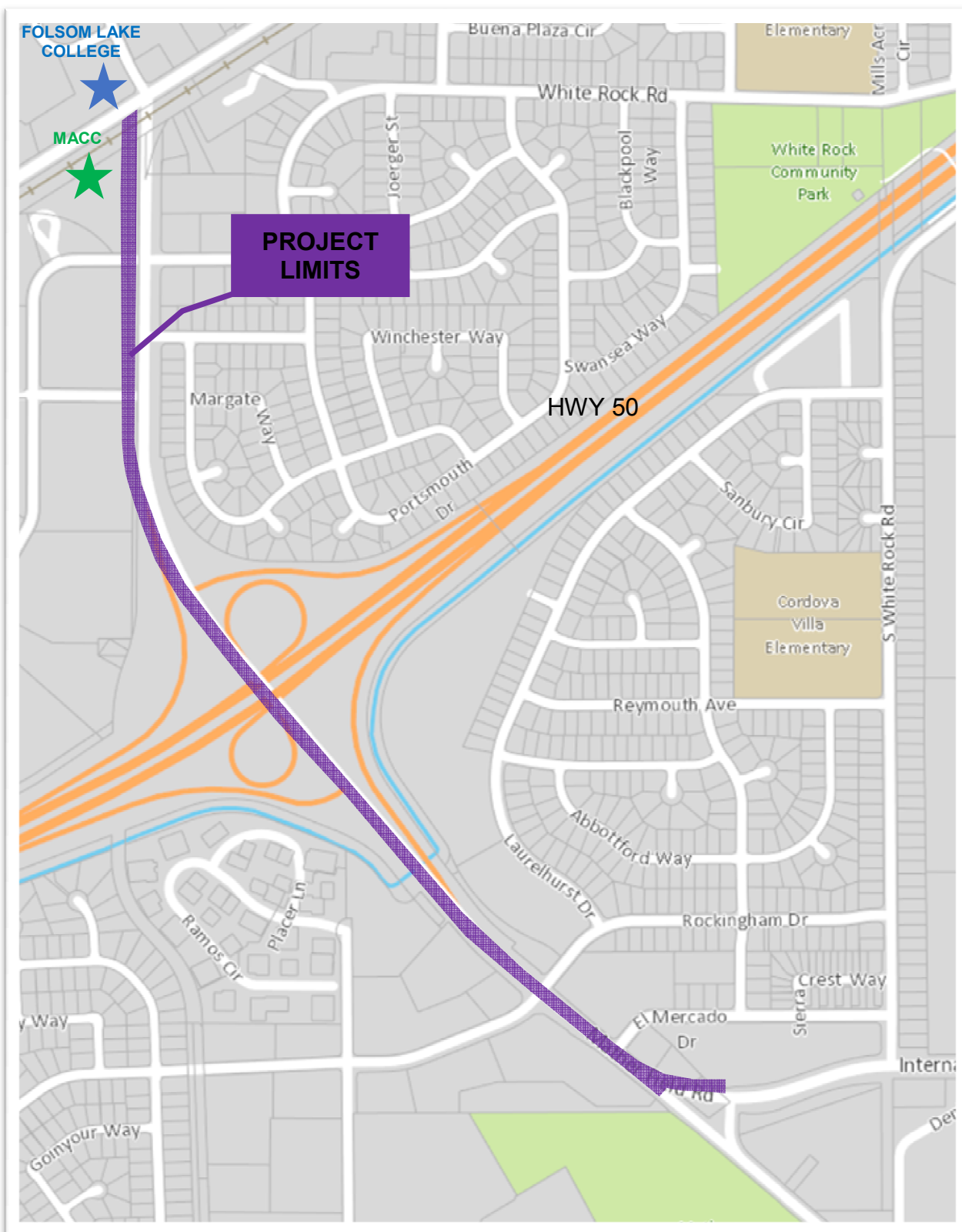
- This fee estimate is valid for 90 days.
- This fee estimate contains an abbreviated list of staff classifications and does not restrict BEN|EN to those classifications. The Standard Rate Schedule with a full list of staff classifications is available upon request.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) may be charged at a 50% premium. Work mandated by Prevailing Wage laws may be charged at a 25% premium.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1st.

INITIALS:

ATTACHMENT 3

CP20-2206 MATHER FIELD ROAD
REHABILITATION PROJECT

SITE MAP



MEMORANDUM

DATE: October 21, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director



SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 8-2016-4 WITH LPA, INC. TO INCREASE THE CONTRACT AMOUNT FROM \$95,400 TO AN AMOUNT NOT TO EXCEED \$120,400 FOR ARCHITECTURAL SUPPORT SERVICES FOR THE LITTLE LEAGUE RENOVATION PROJECT

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

If approved by Council, the City Manager will execute Contract Amendment No. 8-2016-4 with LPA, Inc. to increase the contract amount from \$95,400 to an amount not to exceed \$120,400 for architectural support services.

BACKGROUND

The Rancho Cordova Little League's current home is located on Zinfandel Drive near the intersection of Cordova Lane and consists of seven fields. The fields are located partially on Cordova Recreation and Park District property and partially on Folsom Cordova Unified School District property. The program is operated by the Rancho Cordova Little League.

City Council previously directed staff to coordinate with stakeholders to identify renovation concepts for the existing little league facility and allocated a total budget of \$3 million. Based on extensive coordination with stakeholders and evaluation, the facility is in need of significant renovation and a preliminary concept including stakeholder interests has been prepared.

Proposed scope could include renovation of all fields, replacement of fences and backstops, and a new plaza with gateway and concession stand, etc. The scope could also include collaborating with Saint Clément's Episcopal Church on the north side of Zinfandel Drive to allow for additional shared use parking to address the current insufficient parking condition. The total value of all identified improvements significantly exceeds budgeted funds and additional evaluation is necessary to identify phasing opportunities.

Staff is requesting Council's authorization for the city manager to execute Contract Amendment No. 8-2016-4 with LPA, Inc. to increase the contract amount from \$95,400 an amount not to exceed \$120,400 for architectural support services. The additional contract amount would facilitate preparation of additional phasing concepts, cost estimates, etc. Staff would return to

City Council at a future date for Council consideration of phasing options and authorization to proceed with a detailed design.

FISCAL IMPACT

Funding for the Little League Renovation Project is through the Community Enhancement Fund.

ATTACHMENT

1. Resolution

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. 8-2016-4 WITH LPA, INC. TO INCREASE THE CONTRACT AMOUNT FROM \$95,400 TO AN AMOUNT NOT TO EXCEED \$120,400 FOR ARCHITECTURAL SUPPORT SERVICES FOR THE LITTLE LEAGUE RENOVATION PROJECT

WHEREAS, the Parties entered into Professional Services Agreement ("PSA") 8-2016, on January 21, 2016 in an amount not to exceed \$16,700, for the purpose of providing architectural services; and

WHEREAS, Amendment No. 1 was executed on June 7, 2017, and increased the Contract amount from \$16,700 to \$30,000 and extended the Contract to June 30, 2018; and

WHEREAS, Amendment No. 2 was executed on July 1, 2018, and increased the Contract amount from \$30,000 to \$60,000 and extended the Contract to June 30, 2020; and

WHEREAS, Amendment No. 3 was executed on April 19, 2019, and increased the contract amount from \$60,000 to \$95,400; and

WHEREAS, Amendment No. 4 will increase the contract amount from \$95,400 to \$120,400 with no change in the contract term; and

WHEREAS, Amendment No. 4 will facilitate preparation of additional phasing concepts, cost estimates, etc.; and

WHEREAS, funding for the Contract Amendment No. 4 will be from Community Enhancement Funds.

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. 8-2016-4 with LPA, Inc. to increase the contract amount from \$95,400 to an amount not to exceed \$120,400 for the Little League Renovation Project, and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTACHMENT 1**ATTEST:**

Stacy Leitner, CMC
City Clerk

MEMORANDUM

DATE: October 21, 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 NO. 154-2019 WITH DEWBERRY DRAKE HAGLAN FOR ON-CALL ENGINEERING AND DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$149,518.06 FOR THE CORDOVA SCHOOL ZONES PROJECT**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract No. 154-2019 for on-call engineering and design services in an amount not to exceed \$149,518.06 with Dewberry Drake Haglan for the Cordova School Zones Project.

BACKGROUND

The City of Rancho Cordova has been awarded a State Active Transportation Program (ATP) Grant for the construction phase of the safety improvements for the Cordova School Zones Project. This project consists of the following six elementary schools in the Folsom-Cordova Unified School District: White Rock Elementary, Cordova Villa Elementary, Abraham Lincoln Elementary, Cordova-Meadows Elementary, Rancho Cordova Elementary and Cordova-Gardens Elementary Attachment 3.

Improvements include high-visibility school crosswalks, curb ramps, solar-powered pedestrian-actuated rectangular rapid flashing beacons and solar-powered speed feedback signs. Other minor improvements, such as drainage inlet replacement, bulb outs, and signage, will also be evaluated.

The project design elements will include environmental, engineering and public outreach services required for project delivery.

FISCAL IMPACT

Funding for this project consists of \$315,000 in Measure A Construction Funds for the design phase and \$1,122,000 in State ATP Grant Funds for the construction phase of the project. This project is included in the City's current approved Capital Improvement Plan and in the 2019/20 budget.

ATTACHMENTS

1. Resolution
2. Contract No. 154-2019
3. Location 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, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 154-2019 WITH DEWBERRY DRAKE HAGLAN FOR ON-CALL ENGINEERING AND DESIGN SERVICES IN AN AMOUNT NOT TO EXCEED \$149,518.06 FOR THE CORDOVA SCHOOL ZONES PROJECT

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 154-2019 with Dewberry Drake Haglan in the amount of \$148,518.06 for engineering and design services for the Cordova School Zones Project; and

WHEREAS, staff employs the assistance of qualified consultants for engineering design services in order to provide flexibility to adapt to variable Capital Improvement Program demands; and

WHEREAS, Dewberry Drake Haglan is currently on the On-Call Consultant list for the Public Works Department for engineering, right-of-way, stormwater and environmental design services; and

WHEREAS, funding for Cordova School Zones Projects consists of \$315,000 in Measure A Construction and \$1,122,000 in State Active Transportation Program funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 154-2019 with Dewberry Drake Haglan in an amount not to exceed \$148,518.06 for engineering design services for the Cordova School Zones Project and, in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ATTACHMENT 2

Contract No. 154-2019

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND DEWBERRY ENGINEERS INC. DBA
DEWBERRY DRAKE HAGLAN FOR THE
CORDOVA SCHOOL ZONES PROJECT**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Dewberry Engineers Inc. DBA Dewberry Drake Haglan, ("Professional" or "CONSULTANT") as of October 21, 2019.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. The Project Manager for the Consultant is Jennifer Maxwell, P.E. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Performance Period.

1.1.1 This contract shall go into effect on October 21, 2019, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on December 31, 2020, unless extended by contract amendment. The time provided to CONSULTANT to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.1.2 CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

1.1.3 Reserved

1.2 Standard of Performance. Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.

1.3 Assignment of Personnel. Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved cost proposal, which is part of this contract, without prior written approval by the City's Contract Administrator.

ATTACHMENT 2

Contract No. 154-2019

1.4 Time. Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

1.5 Consultant's Reports or Meetings.

1.5.1 If this Agreement does not require "on call" consulting services:

- a. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- b. CONSULTANT'S Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

1.5.2 Reserved.

1.6 Inspection of Work. CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state (and the FHWA if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. COMPENSATION. City hereby agrees to pay CONSULTANT a sum not to exceed **One Hundred Forty-Nine Thousand Five Hundred Eighteen Dollars and Six cents (\$149,518.06)**, notwithstanding any contrary indications that may be contained in CONSULTANT'S Cost Proposal dated 09/26/2019, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

ATTACHMENT 2

Contract No. 154-2019

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 793 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Professional's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

2.3 Reserved.

2.4 Total Payment. City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Hourly Fees. Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 Payment of Taxes. Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

ATTACHMENT 2

Contract No. 154-2019

- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 State Prevailing Wage Rates.** For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)
- 2.10.1** CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.10.2** Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.
- 2.10.3** When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 2.11 Retention of Funds.** Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section
- No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or sub-consultants is prohibited, and no retainage will be held by the prime consultant from progress due sub-consultants. Any violation of this provision shall subject the violating prime consultant or sub-consultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or sub-consultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient sub-consultant performance, or noncompliance by a sub-consultant. This provision applies to both DBE and non-DBE prime consultants and sub-consultants.
- 2.12 Federal Funding Provisions related to Allowable Costs and Payments – Reserved.**

ATTACHMENT 2

Contract No. 154-2019

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Professional shall provide, at its sole cost and expense, all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Worker's Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Professional does not have any employees.

4.2 **Commercial General and Automobile Liability Insurance.**

- 4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) with TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 Minimum scope of coverage.** Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.
- 4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
 - b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

ATTACHMENT 2

Contract No. 154-2019

- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- g. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

ATTACHMENT 2

Contract No. 154-2019

- c. If coverage is cancelled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 Deductibles and Self-Insured Retentions. Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 Waiver of Subrogation. Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

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4.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

4.4.7 City shall not be responsible for any premiums or assessments on any insurance policies required under this Agreement.

4.5 Remedies. In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

5.1 General Requirement. Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

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- 5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

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- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 Nondiscrimination and Equal Opportunity.**
- 7.5.1** Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 7.5.2** During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and subprofessionals shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Professional and subprofessionals shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Professional and its subprofessionals shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- 7.5.3 Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

7.6 Safety

- 7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- 7.6.2 Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 7.6.3 Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- 7.6.4 Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon thirty, (30), calendar days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no

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obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting.

8.4.1 Reserved.

8.4.2 Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

8.4.3 CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

8.4.4 CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

8.4.5 All subcontract entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

8.4.6 Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

8.6 Options upon Breach by Professional. If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;

8.6.3 Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or

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- 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.
- 9.4 Confidentiality of Data.**
- 9.4.1** All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.
- 9.4.2** Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.

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- 9.4.3 Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- 9.4.4 Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- 9.4.5 Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 9.4.6 All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than City or local agencies.

9.5 Ownership of Data.

- 9.5.1 Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.
- 9.5.2 It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- 9.5.3 Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Professional.
- 9.5.4 Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- 9.5.5 City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

9.6 Audit Review Procedures.

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- 9.6.1** Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- 9.6.2** Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- 9.6.3** Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- 9.6.4** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$150,000, CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
- 9.6.5** If the total Compensation under this Agreement as stated in Section 2 above is greater than \$3,500,000, CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.
 - 9.6.5.1** During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review.

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Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

- (a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- (b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
- (c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

9.6.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONSULTANT's and/or the independent CPA's revisions.

9.6.5.3 If the CONSULTANT fails to comply with the provisions of this Section 9.6.5, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.6.5.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

9.6.5.4 CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

Section 10 MISCELLANEOUS PROVISIONS.

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- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.**
- 10.7.1** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
 - 10.7.2** Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*
 - 10.7.3** Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to

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criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7.4 Federal Funding Provisions Related to Conflict of Interest. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.

10.7.4.1 CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

10.7.4.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

10.7.4.3 CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

10.7.4.4 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

10.7.4.5 CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

10.7.4.6 CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

10.7.4.7 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have

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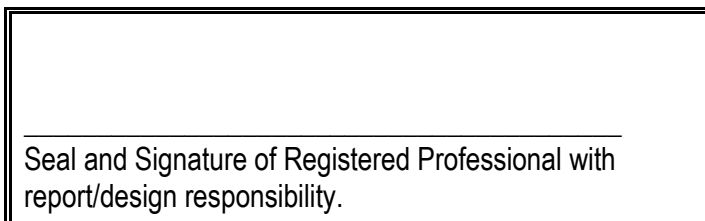
provided services on the design of any project included within this contract.

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Edgar Medina, P.E. ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Professional shall be sent to:
 Dewberry Drake Haglan
 Attention: Jennifer Maxwell, PE, Project Manager
 11060 White Rock Road, Ste 200
 Rancho Cordova, CA 95670

Email Address (for Insurance Update Requests) jmaxwell@drakehaglan.com

Any written notice to City shall be sent to:
 City of Rancho Cordova, Dept. of Public Works
 Attention: Edgar Medina, Contract Administrator
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

Section 11 FUNDING PROVISIONS.**11.1 Prohibition of Expending City, State, or Federal Funds for Lobbying.**

11.1.1 CONSULTANT certifies to the best of his or her knowledge and belief that:

- (a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

11.1.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11.1.3 CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

11.2 Statement of Compliance

11.2.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

11.2.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or

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applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

11.2.3 If any federal funding is used for this project:

- (a) The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- (b) The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

- 11.3 Rebates, Kickbacks or other Unlawful Consideration.** CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.4 Debarment and Suspension Certification.

11.4.1 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

11.4.2 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

11.4.3 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

11.5 Evaluation of Professional. Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

11.6 National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Professional hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.

11.7 Equipment Purchase.

11.7.1 Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

11.7.2 For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

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11.7.3 Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 2CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11.8 Disputes.

- 11.8.1** Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator, Edgar Medina, P.E., who may consider written or verbal information submitted by CONSULTANT.
- 11.8.2** Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- 11.8.3** Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

11.9 Cost Principles.

- 11.9.1** CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- 11.9.2** CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 11.9.3** Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal

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Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

11.9.4 All subcontracts in excess of \$25,000 shall contain the above provisions

11.10 Disadvantaged Business Enterprise Participation – Reserved.

11.11 Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.12 Funding Requirements.

11.12.1 It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

11.12.2 This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

11.12.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

11.12.4 LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

11.13 Claims Filed by City's Construction Contractor.

11.13.1 If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

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- 11.13.2** CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- 11.13.3** Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

IN WITNESS WHEREOF, the Parties 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. The two Parties to this contract, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

CITY OF RANCHO CORDOVA

DEWBERRY DRAKE HAGLAN

Cyrus Abhar, City Manager

Dennis Haglan, PE, President/Co-Founder

Date: _____

Date: _____

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

ATTACHMENT 2

Contract No. 154-2019

EXHIBIT A**SCOPE OF SERVICES**

CITY OF RANCHO CORDOVA

CORDOVA SCHOOL ZONES PROJECT

Project Understanding

The City of Rancho Cordova (City) has been awarded a state-funded Active Transportation Program (ATP) grant under Senate Bill 1 (SB-1) for the construction phase of safety improvements for the Cordova School Zones Project (Project). Local funds will be used for the environmental and design phases of the Project. The Cordova School Zones consists of the following seven elementary schools in the Folsom-Cordova Unified School District: White Rock Elementary, Cordova Villa Elementary, Abraham Lincoln Elementary, Cordova-Meadows Elementary, Rancho Cordova Elementary, Cordova-Gardens Elementary and Williamson Elementary (expected to be added to the grant by the City). Improvements include high-visibility school crosswalks, curb ramps, solar-powered pedestrian-actuated rectangular rapid flashing beacons and solar-powered speed feedback signs. Other minor improvements, such as drainage inlet replacement, bulb outs, and signage, will also be needed.

Drake Haglan and Associates (DHA) will provide environmental, engineering and public outreach services required for project delivery. The Project will be designed using the City's Design Standards and meet the processing requirements of Caltrans Local Assistance Procedures Manual. It is assumed that the applicable environmental document will be a Categorical Exemption (CE) under California Environmental Quality Act (CEQA) and that no environmental permits will be needed. DHA will provide utility coordination, design and design support during construction. Minor field surveying for the curb ramps will be included. Pedestrian counts and subdivision maps are available from the City. No right-of-way acquisitions, traffic engineering or electrical engineering is anticipated. Public outreach will include coordination with the individual schools and two (2) public meetings. The goal is to construct the project during summer 2020 when the schools are on summer break.

Scope of Services

Task 1: Project Management

Task 1.1: Project Management/Coordination

DHA will perform the activities necessary to plan, lead, direct, monitor and coordinate the work necessary to successfully complete your project on time and on budget by maintaining a monthly progress report. DHA will also develop a critical path method schedule for the project. DHA will communicate regularly with the City project manager using telephone, email, written correspondence, and face-to-face meetings throughout the term of the

contract.

DHA will provide consultation, coordination, and management of the CEQA CE and Information Memorandum with the City. This management time will assist the City in navigating through the CEQA environmental review process.

Task 1.2: Design Coordination/ Meetings

DHA will schedule, chair, and prepare meeting agendas and notes for the kick-off meeting and Project Development Team (PDT) meetings. Agendas will be submitted to the City for review prior to the meeting. Notes will be distributed to attendees within five (5) working days after the meeting. The notes will include discussion items, decisions made and action items. The schedule will be updated monthly, distributed with the PDT meeting agendas and reviewed at the PDT meeting. Up to four (4) PDT meetings, to be held at the City office at 2729 Prospect Park, are anticipated for this task.

Task 1.3: Quality Assurance/Quality Control

DHA will monitor the quality of deliverables, calculations, and other work products. DHA will follow our internal quality control procedure and checklists, including a documented peer review and constructability review. The Quality Manager or a senior engineer with design and construction expertise will perform an independent review of the project documents at each submittal for consistency, constructability and bidability.

Task 1.4: Public Outreach Support

DHA will support the City with meeting documents, displays and technical expertise. DHA will attend up to two (2) public meetings with the City and two meetings with each of the seven elementary schools (14).

DHA will prepare draft and final project information flyers and mail to property owners within the project area. Two flyers will be provided. DHA will synthesize the public feedback and discuss how the comments were incorporated into the project into a Public Feedback Memo.

List of Deliverables:

- Monthly progress reports with action item log
- Kick-off meeting and up to four (4) PDT meeting agendas and meeting notes
- Up to fourteen (14) meeting notes for two meetings with each of the seven elementary schools
- Monthly schedule updates
- Meeting notes from meetings with elementary schools
- Drawings/Graphics for City and Public Outreach (PDF and hard copy)
- Draft and final Project Information Flyers (two)

- Public feedback memo

Task 2: Preliminary Engineering and Environmental

Task 2.1: Research and Field Investigation

DHA will conduct an initial site visit and take a photo inventory for identifying issues and opportunities. The topographic survey will be limited to drainage inlets and curb ramps only, if needed. DHA will create a base map with approximate utility locations based on data provided by the utility companies and the surface utility features identified during the field review.

DHA will contact each school to inquire if they have a Safe Routes to School Coordinator, parent committee, and/or crossing guards and will obtain their school route plan, if they have one.

List of Deliverables:

- Photo inventory of existing conditions
- Field investigation notes, sketches and recommendations
- Utility “A” letters
- Digital copies of base map with utility information

Task 2.2: Design Memo

Based on the research and field investigation, the DHA team will refine the original concept sketches and provide a design memo discussing the seven sites.

Recommendations for the need for potholing at potential conflicts and surveying at ADA ramps and/or drainage inlets will be discussed in the design memo.

List of Deliverables:

- Revised Concept Exhibits (PDF and 3 hard copies)
- Design Memo (PDF and 3 hard copies)

Task 2.3: Limited Topographic Survey

Limited topographic survey will be provided at ADA ramps and/or drainage inlets, as recommended in the design memo.

List of Deliverables:

- Limited topographic survey

Task 2.4: Environmental Documentation

Task 2.4.1 Record Searches

DHA will conduct record searches to determine if there are known resources in the project area, as discussed below:

Biological Resources

DHA will conduct a record search from the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB), U.S. Fish and Wildlife Service (USFWS) species list, and the California Native Plant Society (CNPS) website. Results of the record search will be included in the Categorical Exemption Information Memorandum.

Cultural Resources

DHA will conduct record searches for each school site and will be conducted at the North Central Information Center (NCIC) located at California State University, Sacramento. The record searches (a total of seven [7]) will include a search of previous surveys, identified cultural resources, historic maps, and soils and geology maps within the project area and a 1/2-mile radius. Additional resources available will be reviewed to determine the types of resources and the likelihood for their presence within the project area. The Categorical Exemption Information Memorandum will document the findings of the record searches.

Hazardous Materials

DHA will utilize the industry's standard database provider, Environmental Data Resources, Inc. (EDR), in order to obtain the regulatory database information. Results of the record search will be included in the Categorical Exemption Information Memorandum.

List of Deliverables:

- Copies of Record Searches

Task 2.4.1 CEQA Documentation

The anticipated level of CEQA compliance is assumed to be a Categorical Exemption (CE) with an Information Memorandum providing documentation regarding environmental resources. DHA will use the Notice of Exemption (NOE) form provided on the Governor's Office of Planning and Research, State Clearinghouse website. DHA will prepare the NOE and Information Memorandum and will provide it to the City for review and approval. Upon City approval, DHA assumes that the City will file the NOE at the County Clerk's Office and pay the filing fee.

List of Deliverables:

- Informational Memo
- Draft and Final Categorical Exemption



Task 2.4.2 AB 52 Consultation Assistance (Optional)

Although not required (refer to Stats. 2114, ch. 532, § 11 (c)), if the City elects to undergo Native American Consultation under Assembly Bill (AB) 52, DHA can assist the City in drafting the letters to consult with potentially interested Native American Tribes and representatives. This is to be initiated via letters to the Native American Heritage Commission (NAHC), interested Native Americans, and local historical societies. Within two weeks of mailing the letters, follow-up phone calls or emails will be made. If the City decides to pursue consultation for this project and would like DHA assistance, a supplemental fee for this task will be provided.

List of Deliverables:

- Draft AB 52 Consultation Letter
- Documentation of follow-up communication

Task 3: PS&E Activities

Task 3.1: Utility Coordination and Right of Way Certification

The DHA team will provide proactive utility coordination throughout the project duration. For purposes of the proposal, DHA assumes up to 10 pot-holes will be needed to determine if a utility conflict exists. DHA will pothole areas of potential utility conflict and obtain the location and depth of the exposed utilities. If necessary, DHA will prepare the letters and exhibits for the utility “B”, and “C” letters that will be sent by the City. The exhibits will identify potential conflicts and determine clearance and relocation requirements.

No right of way acquisition is anticipated, however Caltrans Local Assistance requires a right of way certification, which includes utilities. DHA will prepare a draft and final right of way certification.

List of Deliverables:

- 10 Pot-Hole records.
- Draft and Final Utility conflict exhibits
- Draft and Final Utility B Letters
- Relocation Plans
- Utility Agreements (UA)
- Draft and Final Notice to Owners (NTO)
- Draft and Final Utility C Letters
- Draft and Final Right of Way Certification

Task 3.2: First Submittal of Plans and Estimate (60% Plans)

DHA will incorporate agreed upon City comments from the design memo submittal and submit responses in writing. Public improvement plans will be developed to 60% complete. The design will conform to requirements of the City Standards. Existing utilities will be indicated in the plan view. Plans are

anticipated to be prepared at 1"=80' scale on 22" x 34" improvement plan sheets (11" x 17" half-sized).

The plan set is estimated to include eighteen (18) plan sheets, as follows:

- 1 Title sheet
- 7 Layout sheets (1"=80')
- 4 Construction detail sheets (scale varies)
- 2 Drainage sheets (1"=20')
- 4 Drainage details (scale varies)
- 18 total sheets

DHA will prepare an opinion of probable cost in Microsoft Excel.

DHA will perform an independent QA/QC review prior to submittal to the City.

List of Deliverables:

- 60% Plans(half-size (11"x17"), PDF)
- 60% Opinion of Probable Cost (PDF)

Task 3.3: Second Submittal of Plans, Estimate and Draft Specifications (90% Plan Submittal)

DHA will develop 90% plans and update the opinion of probable cost. DHA will prepare special provision specifications in Microsoft Word. DHA will incorporate agreed upon City comments from the 60% Plan submittal and submit responses in writing. DHA will perform an independent QA/QC prior to submittal to the City.

List of Deliverables:

- 90% Plans (half-size (11"x17"), PDF)
- 90% Special Provisions Specifications (PDF)
- 90% Opinion of Probable Cost (PDF)
- Responses to 60% Submittal City Review Comments (PDF and hard copy)

Task 3.4: Final Plans, Specifications and Estimate (100% PS&E)

DHA will make minor updates to the final plans from City comments from the 90% submittal. The plans will be prepared on Mylar ready for advertising and bidding, along with "camera-ready" technical specifications and opinion of probable cost, wet seal stamped and signed.

DHA will prepare a preliminary construction schedule in working days and RE file.

List of Deliverables:

- Final Plans full-size (22"x34") and half-size (11"x17) (PDF, Mylar and 3 hard copies)
- Final Technical Specifications (PDF, Word and 3 hard copies)
- Final Opinion of Probable Cost (PDF, Excel and 3 hard copies)
- Preliminary Construction Schedule (PDF and 3 hard copies)
- Resident Engineer File (PDF and hard copy)

Task 4: Bidding & Construction Assistance

Task 4.1 Bidding Services

DHA will provide bid period assistance to the City. This will include consultation and interpretation of the contract documents and assisting the City in preparing addenda to the PS&E prior to pre-construction conference, and attending pre-bid meeting and pre-construction conference, if requested.

List of Deliverables:

- Addenda if needed
- Respond to RFI's if needed

Task 4.2: Services (Design Support) During Construction

DHA will provide construction engineering support which includes but not limited to responding to contractors inquiries through the City's requests and acting as a construction structure representative. Requests for information (RFI) and clarifications on documents will be completed within five calendar days. DHA will also review change orders requested by the City and attend up to six (6) field visits to the construction site requested by the City. The field visits will include discussion with the Resident Engineer to answer questions regarding the ongoing construction activities.

DHA will prepare As-Built/Record Drawings. DHA will prepare a stamped and signed set of as-built plans incorporating changes made during construction based on one plan set marked up by Contractor and reviewed by the City.

List of Deliverables:

- Review Documents
- Final Record Drawings (PDF and AutoCAD)

Assumptions

- No right of way acquisitions are required
- No traffic or electrical engineering is required



City Responsibilities

- Prepare “Boiler Plate” for specifications and incorporate final technical specifications into final bid package.
- Pedestrian counts and subdivision maps will be provided, if requested.
- Provide all other required services that cannot, by law, be performed by DHA.

End of Scope of Services

ATTACHMENT 2

Contract No. 154-2019

EXHIBIT B**COMPENSATION SCHEDULE**

ATTACHMENT 2

EXHIBIT B

Cordova School Zones

City of Rancho Cordova

Attachment A: Final Fee Table



9/26/2019

		DHA		TOTAL	
		HOURS	COST	HOURS	COST
1.0	Project Management				
1.1	Project Management/Coordination	52	\$10,183.83	52	\$10,184
1.2	Design Coordination/Meetings	20	\$4,349.93	20	\$4,350
1.3	Quality Assurance/Quality Control	10	\$2,780.00	10	\$2,780
1.4	Public Outreach Support	96	\$17,735.61	96	\$17,736
	Total Task 1	178	\$35,049.36	178	\$35,049
	Subtotal Phase 1	178	\$35,049.36	178	\$35,049.36
2.0	Preliminary Engineering and Environmental				
2.1	Research and Field Investigation	46	\$7,023.93	46	\$7,024
2.2	Design Memo	28	\$4,310.97	28	\$4,311
2.3	Limited Topographic Survey	18	\$2,744.99	18	\$2,745
2.4	Environmental Documentation				
2.4.1	Record Searches	38	\$4,913.96	38	\$4,914
2.4.2	CEQA Documentation	76	\$8,240.02	76	\$8,240
	Total Task 2	206	\$27,233.87	206	\$27,234
	Subtotal Task 2	206	\$27,233.87	206	\$27,233.87
3.0	PS&E Activities				
3.1	Utility Coordination and Right of Way Certification	32	\$4,204.05	32	\$4,204
3.2	First Submittal of Plans and Estimate (60%)	140	\$18,180.36	140	\$18,180
3.3	Second Submittal of Plans and Estimate (90%)	112	\$15,116.25	112	\$15,116
3.4	Final Submittal of Plans and Estimate (100%)	72	\$9,756.14	72	\$9,756
	Total Task 3	356	\$47,256.80	356	\$47,257
	Subtotal Task 3	356	\$47,256.80	356	\$47,256.80
4.0	Bidding & Construction Assistance				
4.1	Bidding Services	25	\$3,937.98	25	\$3,938
4.2	Services (Design Support) During Construction	28	\$3,750.05	28	\$3,750
	Total Task 4	53	\$7,688.03	53	\$7,688
	Subtotal Task 4	53	\$7,688.03	53	\$7,688
	TOTAL DIRECT LABOR HOURS	793	\$117,228.06	793	\$117,228.06
	TOTAL OTHER DIRECT COST		\$32,290.00		\$32,290.00
	ANTICIPATED SALARY INCREASE				
	TOTAL PROJECT COST		\$149,518.06		\$149,518.06
	Optional Tasks				
2.4 .3	AB 52 Consultation Assistance				
	Total Optional Tasks				
	TOTAL DIRECT LABOR HOURS (OPTIONAL)				
	TOTAL OTHER DIRECT COST (OPTIONAL)				
	ANTICIPATED SALARY INCREASE				
	TOTAL OPTIONAL COST				

TOTAL DIRECT LABOR HOURS	793	\$117,228.06	793	\$117,228.06
TOTAL OTHER DIRECT COST		\$32,290.00		\$32,290.00
ANTICIPATED SALARY INCREASE				
TOTAL PROJECT COST		\$149,518.06		\$149,518.06



Prime

Attachment A: Final Fee Table

Loaded Rate:																Task Hours	Escalation	Task Costs														
PLC, Matthew Satow	PM, Jennifer Maxwell	Principal Engineer, To Be Determined	Senior Engineer, Range B, To Be Determined	Engineer, Range A, To Be Determined	Assistant Engineer, Range A, To Be Determined	CAD Technician III, To Be Determined	Engineering Technician, To Be Determined	Senior Environmental Planner, Level 2, To Be Determined	Senior Environmental Planner, Level 2, To Be Determined	Senior Environmental Planner, Level 1, To Be Determined	Environmental Planner, Level 1, To Be Determined	Public Relations Manager, To Be Determined	Project Coordinator, To Be Determined																			
Task Number	Task Name																															
1.0		Project Management																														
1.1	Project Management/Coordination															4	32								16					52		\$10,183.83
1.2	Design Coordination/Meetings															6	12									2				20		\$4,349.93
1.3	Quality Assurance/Quality Control																	10											10		\$2,780.00	
1.4	Public Outreach Support															6	68											8	14	96		\$17,735.61
Total Task 1															16	112	10								18			8	14	178		\$35,049.36
Subtotal Phase 1															16	112	10								18			8	14	178		\$35,049.36
2.0		Preliminary Engineering and Environmental																														
2.1	Research and Field Investigation																16		8	14			8							46		\$7,023.93
2.2	Design Memo																10			18										28		\$4,310.97
2.3	Limited Topographic Survey																6			12										18		\$2,744.99
2.4	Environmental Documentation																															
2.4.1	Record Searches																4								7	7	20			38		\$4,913.96
2.4.2	CEQA Documentation																						8	4		64			76		\$8,240.02	
Total Task 2																36		8	44			8	8	11	7	84			206		\$27,233.87	
Subtotal Task 2																36		8	44			8	8	11	7	84			206		\$27,233.87	
3.0		PS&E Activities																														
3.1	Utility Coordination and Right of Way Certification																8				16	8								32		\$4,204.05
3.2	First Submittal of Plans and Estimate (60%)																8		12	24	24	72								140		\$18,180.36
3.3	Second Submittal of Plans and Estimate (90%)																8		16	16	16	56							112		\$15,116.25	
3.4	Final Submittal of Plans and Estimate (100%)																8		8	16	16	24							72		\$9,756.14	
Total Task 3																32		36	56	72	160								356		\$47,256.80	
Subtotal Task 3																32		36	56	72	160								356		\$47,256.80	
4.0		Bidding & Construction Assistance																														
4.1	Bidding Services															1	8			16									25		\$3,937.98	
4.2	Services (Design Support) During Construction																4			8		16							28		\$3,750.05	
Total Task 4															1	12			24		16							53		\$7,688.03		
Subtotal Task 4															1	12			24		16							53		\$7,688.03		

AGENDA ITEM

Cordova School Zones
City of Rancho Cordova



Drake Haglan and Associates

Prime

Attachment A: Final Fee Table

	Loaded Rate:	PIC, Matthew Satow	PM, Jennifer Maxwell	Principal Engineer, To Be Determined	Senior Engineer, Range B, To Be Determined	Engineer, Range A, To Be Determined	Assistant Engineer, Range A, To Be Determined	CAD Technician III, To Be Determined	Engineering Technician, To Be Determined	Senior Environmental Planner, Level 2, To Be Determined	Senior Environmental Planner, Level 2, To Be Determined	Senior Environmental Planner, Level 1, To Be Determined	Environmental Planner, Level 1, To Be Determined	Public Relations Manager, To Be Determined	Project Coordinator, To Be Determined	TASK HOURS	ESCALATION	TASK COSTS
		\$278.00	\$193.49	\$278.00	\$190.00	\$132.00	\$106.00	\$120.00	\$70.00	\$180.00	\$180.00	\$140.00	\$95.00	\$145.00	\$125.00			
TOTAL DIRECT LABOR HOURS	17	192	10	44	124	72	176	8	8	29	7	84	8	14	793			\$117,228.06
OTHER DIRECT COSTS BEFORE OPTIONAL TASKS (see attached sheet)																		\$22,290.00
ANTICIPATED SALARY INCREASE BEFORE OPTIONAL TASKS (see attached sheet)																		
TOTAL PROJECT COST (BEFORE OPTIONAL TASKS)																		\$139,518.06
OPTIONAL DIRECT LABOR HOURS																		
OPTIONAL OTHER DIRECT COSTS																		\$10,000.00
OPTIONAL ANTICIPATED SALARY INCREASE																		
TOTAL OPTIONAL COSTS																		\$10,000.00
TOTAL DIRECT LABOR HOURS	17	192	10	44	124	72	176	8	8	29	7	84	8	14	793			\$117,228.06
OTHER DIRECT COSTS (see attached sheet)																		\$32,290.00
ANTICIPATED SALARY INCREASE (see attached sheet)																		
TOTAL PROJECT COST																		\$149,518.06

ATTACHMENT 2

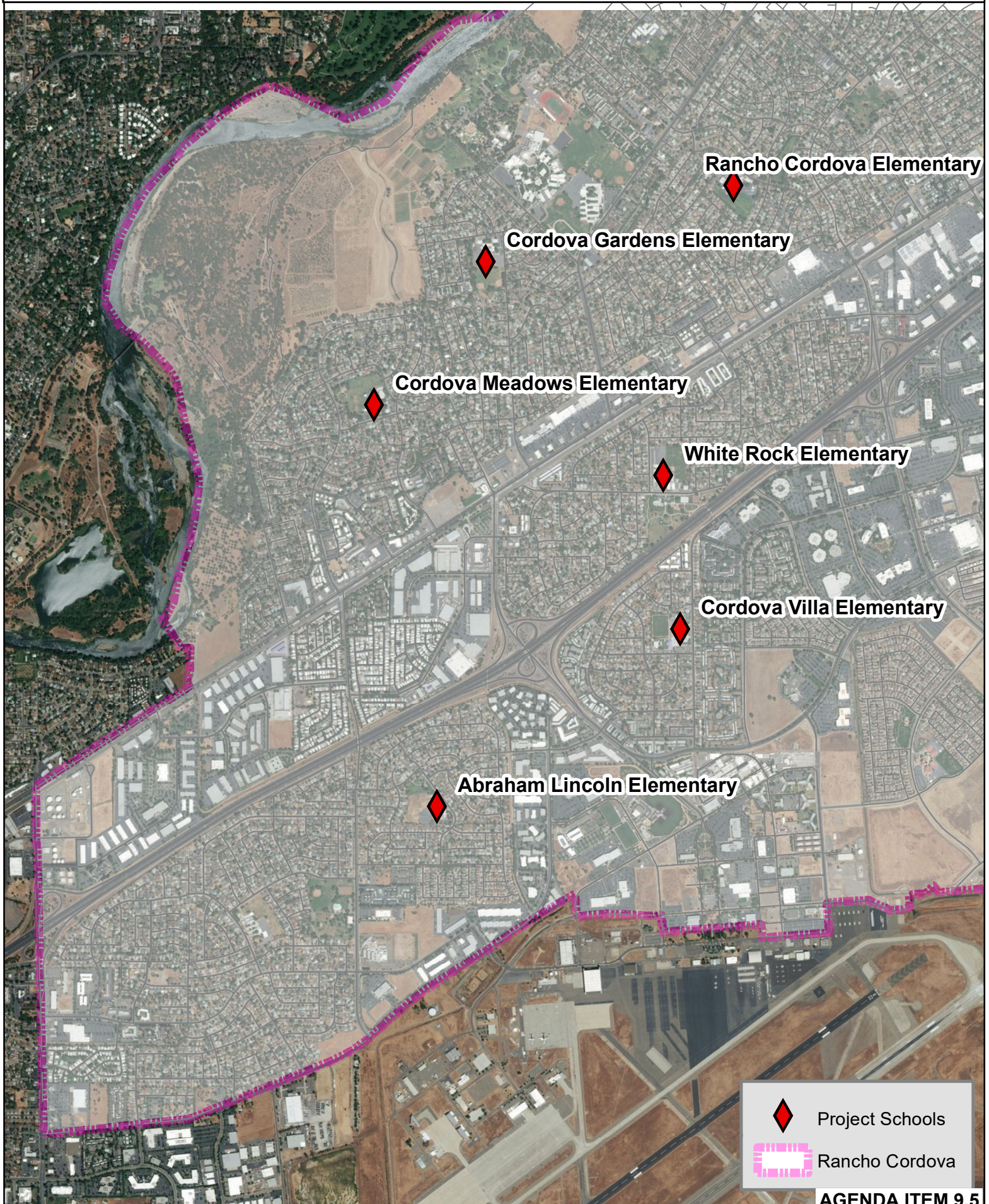
Consultant: **Drake Haglan and Associates**☒ Prime Consultant☐ Subconsultant☐ 2nd Tier Sub**CITY OF RANCHO CORDOVA - CORDOVA SCHOOL ZONES****CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing & Reproduction (Note 5)	2	LS	\$600.00	\$1,200.00
U.S. Mail	2	EA	\$20.00	\$40.00
Overnight Mail Service		EA	\$30.00	
Personal Vehicle		Mile	\$0.580	
Rental Vehicle & Gas		Day	\$75.00	
Surveying	1	LS	\$10,000.00	\$10,000.00
Per Diem (At Current GSA Rate)		EA	\$150.00	
Research Fees		EA	\$200.00	
EDR Record Search	7	LS	\$350.00	\$2,450.00
Cultural Record Search	7	EA	\$400.00	\$2,800.00
CDFW CNNDDB, USFWS and CNPS species list for City	1	LS	\$600.00	\$600.00
Potholing	10	EA	\$500.00	\$5,000.00
Open House supplies	2	EA	\$100.00	\$200.00
Base Project ODC's Subtotal				\$22,290.00
Traffic Engineering				\$5,000.00
Electrical Engineering				\$5,000.00
Optional ODC's Subtotal				\$10,000.00

1) **TOTAL OTHER DIRECT COSTS** \$32,290.00

CORDOVA SCHOOL ZONES PROJECT LOCATION MAP

ATTACHMENT 3



- ◆ Project Schools
- ▭ Rancho Cordova

MEMORANDUM

DATE: October 21, 2019

TO: Honorable Mayor and Council Members

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

SUBJECT: AN ORDINANCE ESTABLISHING A SPECIAL TAX ZONE NO. 25 FOR TRANSIT-RELATED SERVICES FOR THE BRADSHAW VILLAGE PROJECT



RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance will assist the City in meeting the costs of providing Transit-Related Services by creating a Special Tax Area Zone No. 25 and establishing a Special Tax for Transit-Related Services for the Bradshaw Village project.

BACKGROUND

On October 7, 2019, the City Council waived the first reading and passed to a second reading of the Ordinance. On the same date, the City Council also approved a Resolution that established Special Tax Zone No. 25, the boundaries of which will be contiguous to the boundaries of the Bradshaw Village project.

FISCAL IMPACT

There is no impact to the general fund.

ATTACHMENTS

1. Ordinance
2. Exhibit A to the Ordinance - Boundary Map
3. Exhibit B to the Ordinance - Land Use

ATTACHMENT 1

CITY OF RANCHO CORDOVA

ORDINANCE NO. XX-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE BRADSHAW VILLAGE PROJECT SUBJECT TO VOTER APPROVAL

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of and employees working in the City receive high quality transit-related services. In carefully reviewing the City's budget and revenue projections, it is clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high-quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this non-codified Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 25 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

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

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 25.

At the time that the Council adopted this non-codified Ordinance, there were zero (0) registered voters residing in Zone 25 and one (1) property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 25 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 25 is appropriate and consistent with the principles and requirements of California Constitution article XIIC (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

ATTACHMENT 1

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

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

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

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 25, nor any land or improvements owned by any governmental entity.

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

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 25 (the "Zone")" means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries as shown on the map, Exhibit A.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 1 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 1.

H. "Voter" means a person who owns real property within Zone 25, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 25.

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2020 through June 30, 2021) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on Exhibit B hereto. The use code assigned to each parcel shall be reviewed and updated periodically. Rates in Exhibit B shall be calculated and set according to the methodology described in

ATTACHMENT 1

Engineer's Report County Service Area No. 10 and Benefit Zone No. 1 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 1.

B. For Subsequent Fiscal Years:

In order to keep the tax on each parcel in constant first year dollars for each fiscal year subsequent to the first fiscal year, the tax per year shall be adjusted as set forth below to reflect any increase in the Consumer Price Index beyond the first fiscal year the tax is levied.

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 25 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding X Fiscal Year	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year OR 6 percent, whichever is less
---	---	---	--

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

C. Nature of Tax Levy.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

ATTACHMENT 1

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

C. Costs of Administration by County.

The reasonable costs incurred by the County officers collecting and administering this tax shall be deducted from the collected taxes.

D. Use of Tax Revenue.

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

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.
2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.
3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIII C, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent of the votes in the City for all candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

ATTACHMENT 1

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 25 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentence, phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on November 20, 2019 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2020.

PASSED AND ADOPTED, by the City Council of the City of Rancho Cordova on the 21st day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

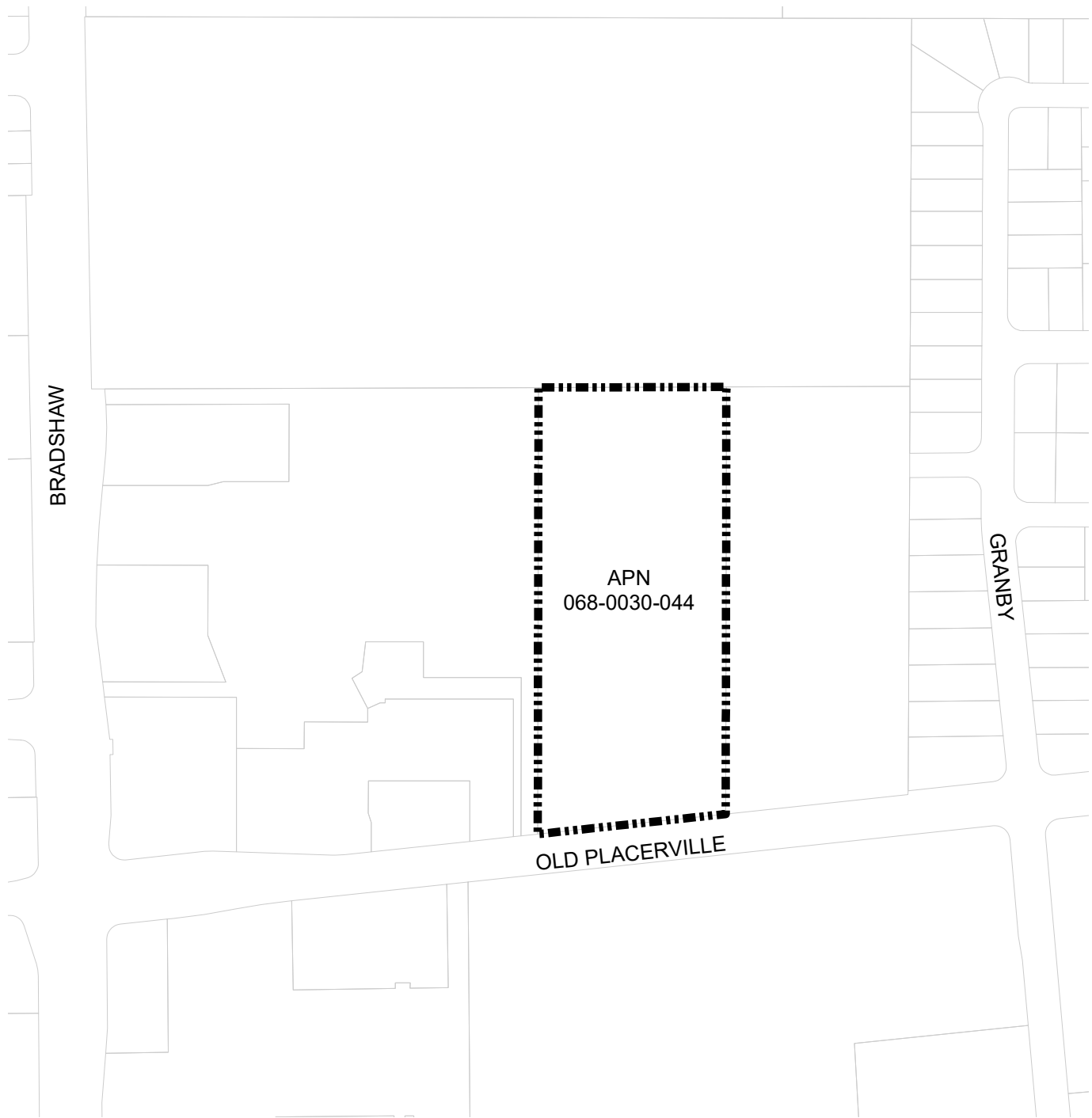
ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

Exhibit A
CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ANNEXATION 25
(BRADSHAW VILLAGE)



Legend



Annexation Boundary

Parcel Boundary

ATTACHMENT 3
Exhibit B to the Ordinance

Exhibit B
Amount of Tax per Parcel by Land Use Category

A. Residential Dwelling Units

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2019-2020 for Residential Land Use Categories shall be \$73.86 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$59.09 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or \$44.32 per high density residential dwelling unit or high density residential dwelling unit equivalent (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2019-2020 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$1,893.77 per retail and service commercial acre, \$1,627.87 per commercial mixed use or office commercial acre, and \$679.51 per light industrial acre.

C. Inflator Formula

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

MEMORANDUM

DATE: October 21, 2019

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Sr. Finance Analyst

SUBJECT: **ANNEXATION OF THE BRADSHAW VILLAGE SUBDIVISION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)**



RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption the Resolution approves Annexation Map No. 5 for the Bradshaw Village Subdivision to Community Facilities District No. 2013-2 (Police Services) (hereinafter "CFD No. 2013-2") and approves the recording of the annexation map and the Notice of Special Tax Lien.

BACKGROUND

On December 17, 2012, the City adopted a resolution of intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide police services. On January 22, 2013, the City adopted the resolution forming CFD No. 2013-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent. Defining the Future Annexation Area provided the resolution of intention, noticing, and public hearing for the entire Future Annexation Area so these steps do not need to be repeated for each annexation.

The annexation process for projects within the Future Annexation Area has been simplified to receiving a petition and waiver from the property owner(s), the City Council approving the Annexation Boundary Map by resolution, followed by the recording of the Annexation Map and Notice of Special Tax Lien by the City Clerk.

DISCUSSION

The project included in this action was conditioned to annex to CFD No. 2013-2 to provide funding for police services. In October 2019, the property owner signed a unanimous approval of the annexation to CFD No. 2013-2. Adoption of the attached resolution approves Annexation Map No. 5 for the subdivision and directs the Clerk to execute and record the Map and Notice of Special Tax Lien for the project.

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution – Boundary Map
3. Exhibit B to the Resolution – Amendment to Notice of Special Tax Lien

ATTACHMENT 1**RESOLUTION NO. XX-2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
 APPROVING THE BOUNDARY MAP FOR THE BRADSHAW VILLAGE SUBDIVISION
 ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT
 NO. 2013-2 (POLICE SERVICES)**

WHEREAS, the Conditions of Approval for the Bradshaw Village Subdivision requires the property owner/applicant to provide funding for police services; and

WHEREAS, on December 17, 2012, the City adopted Resolution No. 122-2012 declaring its intention to establish Community Facilities District No. 2013-2 (Police Services) (the "District") and Future Annexation Area. On January 22, 2013, the City adopted Resolution No. 10-2013 forming CFD No. 2013-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"); and

WHEREAS, the action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided for their unanimous consent such that the annexation process for projects within the Future Annexation Area has been reduced to receiving a petition, consent and waiver from the property owner(s); and

WHEREAS, in October of 2019, the property owner executed a unanimous approval form which irrevocably consents to and votes in favor of the annexation of the property to the District and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

WHEREAS, in the case of annexation proceedings, pursuant to Streets and Highways Code Section 3110.5 a separate map of the area proposed to be annexed is required to be prepared and adopted; and

WHEREAS, City staff has caused to be prepared Annexation Map No. 5 for the property known as the Bradshaw Village Subdivision, EXHIBIT A attached hereto, for the annexation of the property to CFD No. 2013-2 (Police Services).

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

1. The Council so finds and determines the above recitals are true and correct.
2. Council approves Annexation Map No. 5 and finds and determines that the territory shown in the Annexation Map is hereby added to and made a part of the District with full legal effect.
3. The City Clerk is directed to execute and record Annexation Map No. 5 in the office of the County Recorder of Sacramento County not later than 15 days after the adoption of this resolution.
4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence as outlined in the rate and method of apportionment of said tax and shall be as set forth in the Resolution of Formation of the District.

ATTACHMENT 1

5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in EXHIBIT B attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 5.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of October, 2019, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

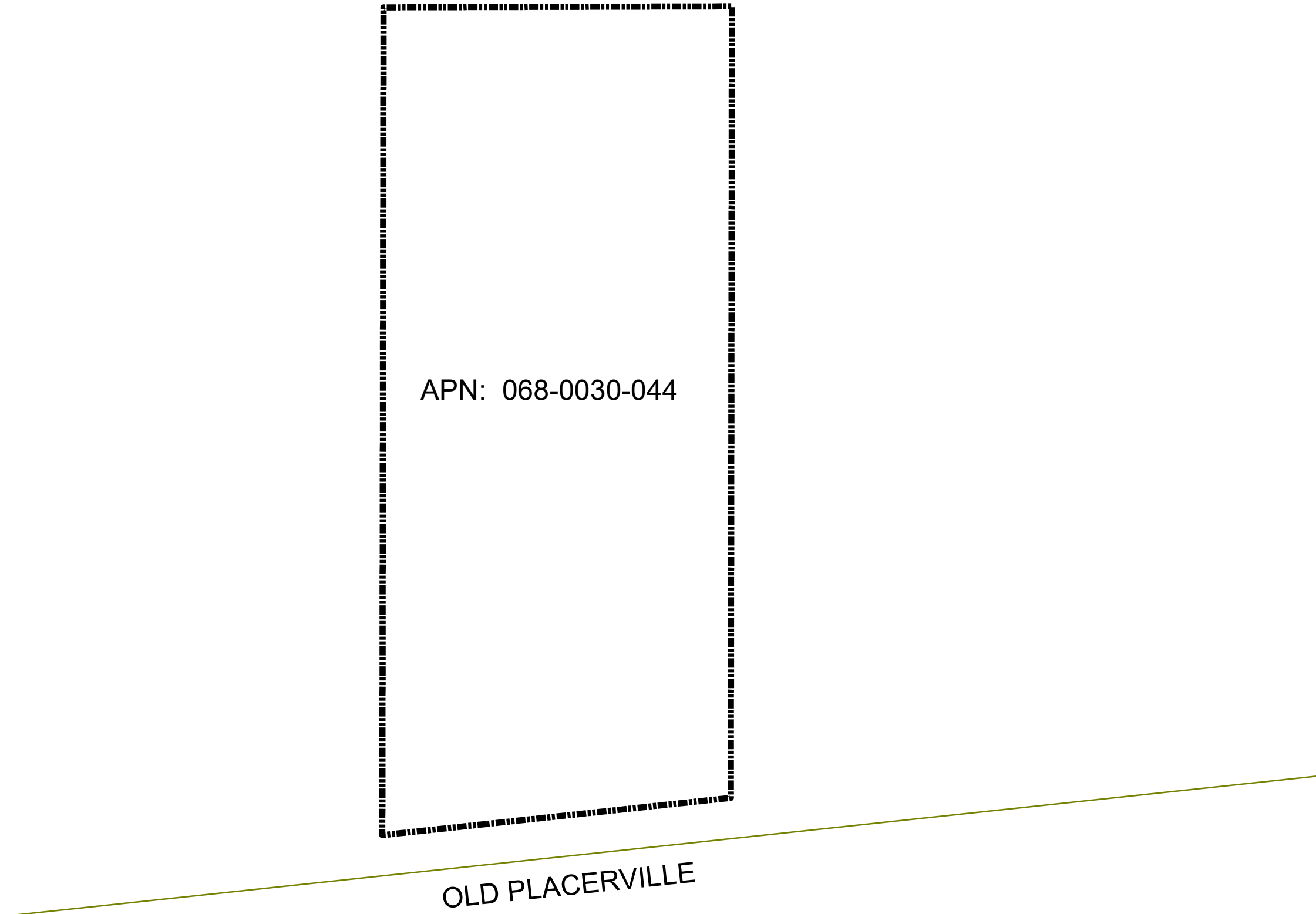
Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC, City Clerk

PROPOSED BOUNDARY OF
ANNEXATION 5

CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2013-2
(POLICE SERVICES)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS _____ DAY OF _____ 2019.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 5 TO COMMUNITY FACILITIES DISTRICT NO. 2013-2, (POLICE SERVICES), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2019. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

COUNTY RECORDER'S FILING STATEMENT

FILED THIS _____ DAY OF _____ 2019. AT THE HOUR OF _____ O'CLOCK _____.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

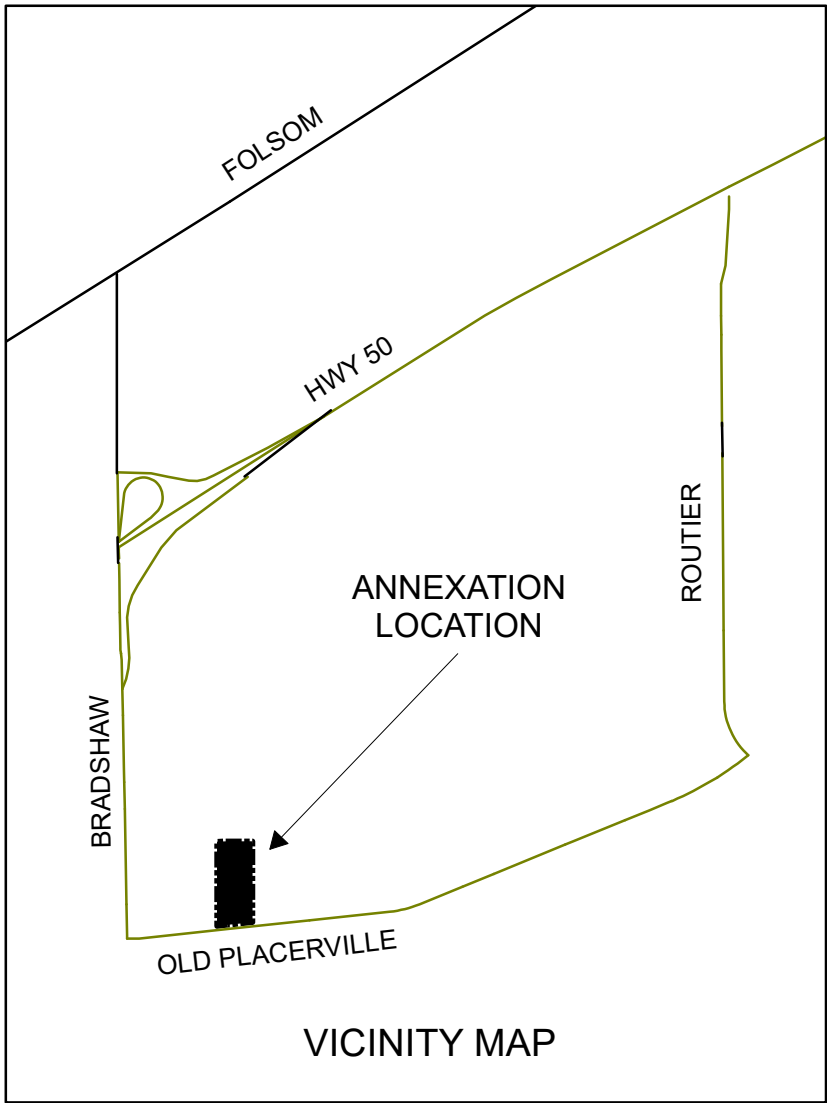


1 " = 100 '

Legend
 Annexation Boundary



HARRIS & ASSOCIATES
22 EXECUTIVE PARK SUITE 200
IRVINE, CALIFORNIA 92614
800-827-4901



PROPOSED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2013-2
Annexation 5 (Police Services)
County of Sacramento, California

Sheet 1 of 1

ATTACHMENT 3
Exhibit B to the Resolution

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95363

**AMENDMENT NO. 5 TO
NOTICE OF SPECIAL TAX LIEN**

**CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)**

Annexation No. 5

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Rancho Cordova (the "City"), County of Sacramento, State of California, hereby gives notice that a lien to secure payment of a special tax, which the City is authorized to levy, is hereby imposed on the property described herein. The special tax secured by this lien is authorized to be levied for the purpose of paying for certain municipal services set forth in that certain Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder of the County of Sacramento, State of California on March 12, 2013 as Document No. 20130312 page 0318 to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated by this reference.

This Amendment No. 5 to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the CFD. The territory and future annexation area included in the original CFD is set forth in the map of the CFD heretofore recorded in the Sacramento County Recorder's Office at Book 114 of Maps of Assessment and Community Facilities Districts at Page 18 as Document No. 20130102PG1208, (the "Original Boundary Map") to which map reference is hereby made. The territory to be added from the future annexation area is that certain real property identified in the map of the Annexed Territory recorded in the Sacramento County Recorder's Office at Book ____, at Page ____ as Document No. ____, which map together with the Original Boundary Map are now the final boundary maps of the CFD including the Annexed Territory.

This annexed property is placed in Tax Zone 1 for purposes of computation of the Special Tax.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 5 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto, and by such reference hereby made a part hereof. The levy is hereby imposed on the property described herein.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Finance Officer of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (telephone number: 916-851-8738).

Dated: As of _____, 2019

By: _____
 Stacy Leitner, CMC, City Clerk
 City of Rancho Cordova

ATTACHMENT 3
Exhibit B to the Resolution

EXHIBIT A

CITY OF RANCHO CORDOVA
Community Facilities District No. 2013-2
(Police Services)

Annexation No. 5

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND

<u>Assessor's Parcel No(s).</u>	<u>Name(s) of Property Owners</u>
068-0030-044	Bradshaw Village Parc, LLC 153 Cascade Falls Drive Folsom, CA. 95630

Figure 1: Grantline 208



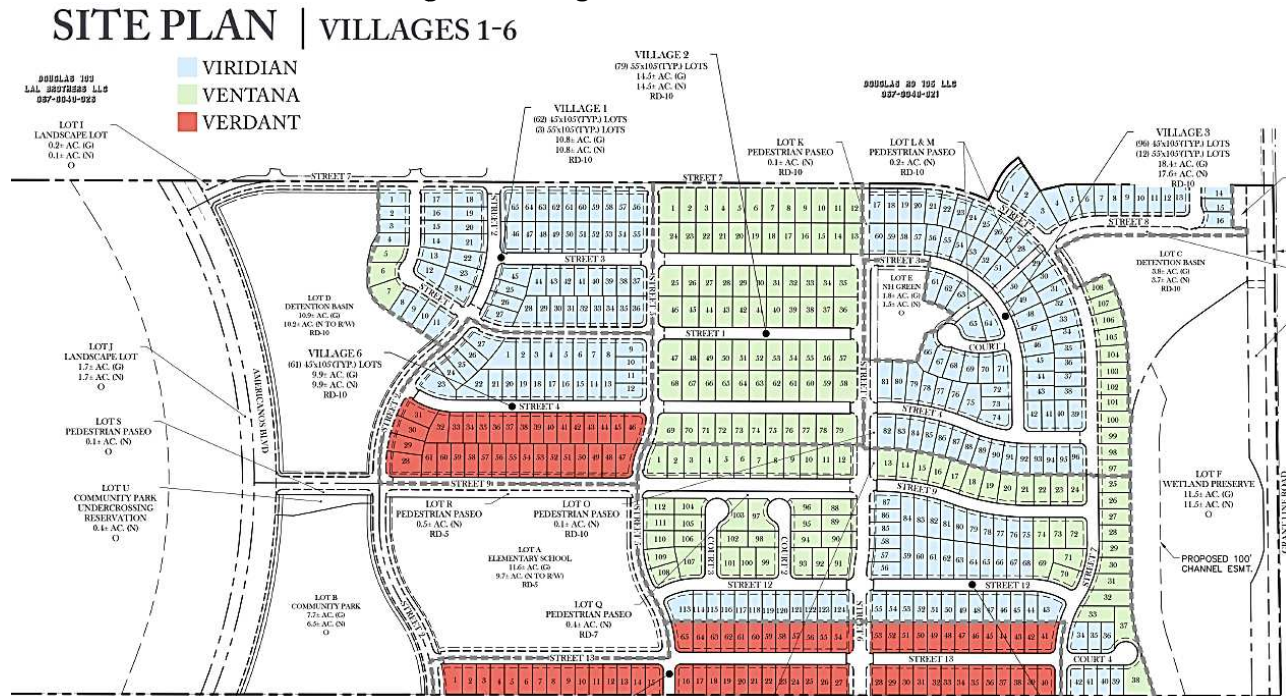
The original designs for Grantline 208 were approved in December of 2018. The project consisted of 9 floor plans throughout the subdivision. Floor plans ranged from 1,603 square feet to 3,312 square feet in size. Architectural styles included in the previous approval were Mediterranean Revival, Italian, Farmhouse, Craftsman, and Tuscan. Construction of these units has already begun.

DESIGN REVIEW AMENDMENT

Project Description

Grantline 208 has two different lot sizes throughout the project. The Ventana Collection which consists of lots 55' wide and 105' deep and The Veridian Collection which consists of lots 45' wide and 105' deep. The Applicant is proposing to create a new area that will be known as the Verdant Collection (**See Figure 2**) and will occupy 99 lots that were previously labeled as the Veridian Collection.

Figure 2: Neighborhood Locations



This amendment is part of an effort to provide a more affordable option for consumers. The Applicant is proposing a more simplified design to be able to reduce home costs and better appeal to first-time homebuyers. The addition of these floor plans and styles will provide a more affordable option intermixed within Rancho Cordova's new and growing subdivisions. The proposed floor plans will range in size from 1,587 square feet to 2,536 square feet and will add three additional architectural styles to the five styles that were previously approved. The added styles include Spanish, Ranch, and Traditional for the new Verdant Collection (see table below).

Plan	Size	Stories	Architectural Style	No. of Color Schemes
1587	1,587 Square Feet	One	Spanish, Ranch, Traditional	3 per Arch. Style
1879	1,879 Square Feet	One	Spanish, Ranch, Traditional	3 per Arch. Style
2184	2,184 Square Feet	Two	Spanish, Ranch, Traditional	3 per Arch. Style
2536	2,536 Square Feet	Two	Spanish, Ranch, Traditional	3 per Arch. Style

Architectural Design: Verdant Collection

Of the total 502 lots within Grantline 208, 99 lots will be the Verdant Collection and will have the additional floor plans shown in the table above. Each floor plan will have the option of a Spanish, Ranch or Traditional Style as well as a choice between 3 different color schemes for each elevation. All floor plans include a two-car garage for off-street parking with garage door windows as a standard feature for all homes. Elevations for each floor plan and style are shown in **Figures 3-6**.

Figure 3: Plan 1587

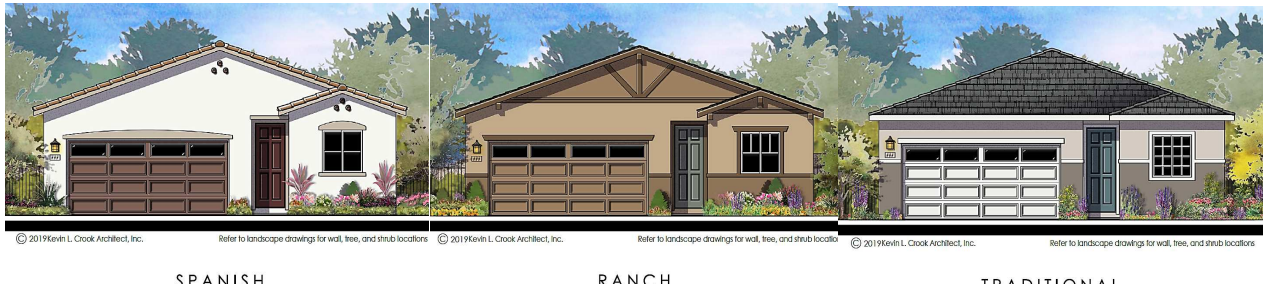


Figure 4: Plan 1879

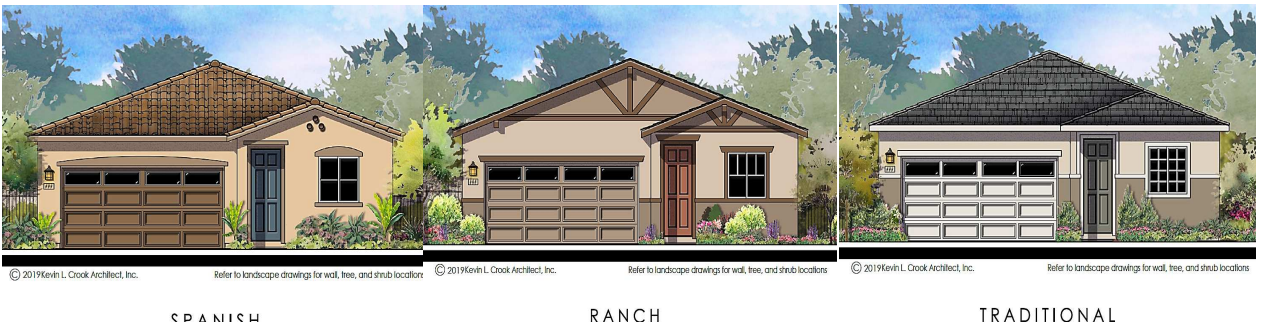


Figure 5: Plan 2184



Figure 6: Plan 2536



Landscape Design

The landscaping of the Verdant Collection will be similar with what was originally approved for the Veridian collection. The plan depicts a variation of trees, shrubs, and ground cover along the front streetscape as well as alongside yards on corner lots. The project was also required to install weed barrier prior to installation of bark groundcover to minimize future issues with weeds and unwanted growth on the property. This condition as well as all other conditions with the previous approval will be upheld for this project as well. Below is the revised landscape plan for the Verdant Collection.

Figure 7: Typical Landscape Plans for Verdant



Condition of Approval Modification

In addition to the proposal of four new floor plans, the Applicant is also requesting to modify a previously approved Condition of Approval for the project. As it is currently written, Condition #22 of the project requires that front yard setbacks between adjacent lots be off-set from each other by a minimum of 2 feet. For example, if one home is positioned with 18 feet in the front yard, the next home will need to have either 16 feet or 20 feet in the front yard to accommodate the condition. This intention is to create variation and visual interest along the streetscape for passersby and pedestrians.

This condition has been challenging to accommodate for the Applicant as many of the homes are near the full build out of the property which does not allow for much flexibility to accommodate the 2 foot off-set. The Applicant feels that the 13 different floor plans (this includes the four proposed) and the 8 different architectural styles would create enough variation and visual interest so that the 2 foot off-set requirement would no longer be necessary.

Staff has reviewed this request and agrees that the intention of the original condition is still upheld by the variety of floor plans and architectural styles provided by the applicant and therefore is supportive of this modification. The full condition of approval is shown in **Figure 8** with the modification as requested by the applicant. Other minor modifications to the Conditions of Approval have been made to accommodate the new plans. All other original conditions of approval will continue to be upheld and enforced for the project.

Figure 8: Modified Condition

22.	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: • Two of the same architectural styles or color schemes shall not be placed next to each other. • No two of the same floor plans may be placed next to each other, unless they have different elevations. • Any <u>two story</u> house on a corner shall provide all the window trims and casing, shutters and other enhancements found on the front elevation on all sides, as shown on the design elevations. • Any <u>two story</u> structure placed on a corner lot will be required to have the setbacks for corner lots, as shown within the Design Review Package. • The front yard setbacks for any two adjacent lots shall not be the same distance. A two foot offset shall be the minimum setback required to meet this condition with the exception of Lots 3 & 4 and 41 & 42. • <u>Man</u> doors are required in the garage to exit into the sideyard. • Garage doors with windows shall be standard for all elevations and shall not be considered an option/upgrade.	Prior to Building Permit Issuance	Planning
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DESIGN REVIEW FINDINGS & EVIDENCE

Approval of the Major Design Review Amendment, subject to the Design Review Package (Attachment 2) and the Conditions of Approval (Attachment 3) must provide sufficient evidence for the Findings required by Zoning Code Section 23.141.050. Findings and supportive evidence are shown below:

- a) **Finding:** *The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special planning area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.*

Evidence: The General Plan designation for the residential areas of Grantline 208 is Medium Density Residential (MDR). The MDR zone is generally characterized by small lot single-family detached/attached homes and small apartment complexes. The project is consistent with the City's Design Guidelines for residential homes as well as consistent with the requirements and standards of the Sunridge Specific Plan.

- 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: Lennar Homes of California has presented a design package which includes four additional floor plans to the original design review approval. The addition of 4 floor plans would provide a total of 13 different floor plans with multiple architectural types (Mediterranean Revival, Tuscan, Craftsman, Italian, Spanish, Ranch, Traditional and Farmhouse). Variations in colors and materials along with living spaces forward of the garage will create a vibrant and welcoming streetscape that will complement the overall neighborhood and community. The landscaping includes a variation of trees, shrubs, and groundcover to enhance the aesthetics of the streetscape.

- 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 residential architecture establishes a clear design concept and is compatible with the previously approved designs for Grantline 208 along with other neighboring communities such as North Douglas, Douglas 98, and Sunridge Park. The addition of four new floor plans and three new styles are still compatible with the previously approved designs and will create a greater variation in homes and provide more options for potential homebuyers.

- 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 Amendment approval will not impede any of the approved transportation modes.

ENVIRONMENTAL

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary "Projects." A "Project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed Grantline 208 project is a project under CEQA.

The County certified an Environmental Impact Report ("EIR") for the Sunrise Douglas Community Plan ("SDCP") and Sunridge Specific Plan ("SRSP") in July 2002 (State Clearinghouse Number 97022055) and the City subsequently certified a Court-Ordered Partially Revised Draft Environmental Impact Report (Revised DEIR) to the SDCP/SRSP EIR addressing long-term water supply plan and other water supply related issues (State Clearinghouse Number 97022055). The Grantline 208 project is part of the SDCP and SRSP. The City Council originally approved a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Map for the Grantline 208 project in 2006 as part of its approval for the Sunridge East Projects, which were approved under a Mitigated Negative Declaration that relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge East MND. In 2015, the City Council approved a tentative map that included 222 fewer dwelling units than originally approved.

CEQA Guidelines Section 15182 (Residential Projects Pursuant to a Specific Plan) considers exempt any residential projects in a specific plan for which an EIR was prepared, assuming no event described in CEQA Guidelines Section 15162 has occurred. Events described in Section 15162 include substantial changes to the project or the circumstances under which the project is undertaken that would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects, or the presence of new information of substantial importance that was not known and could not have been known at the time the EIR was prepared. The current project involves design review, which is intended to ensure that the project is consistent with the City's design guidelines. No changes to the approved tentative map are proposed: the number of units and the location of development would be the same as previously approved. Thus, there are no changes to the project that would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There are no changes in the circumstances under which the project would be

implemented, and no new information is available that would result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects. For these reasons, the project is exempt from further CEQA analysis.

RECOMMENDED MOTION

Staff recommends that the City Council find the project categorically exempt from further CEQA review per CEQA Guidelines Section 15182 and adopt the Resolution approving the Major Design Review Amendment for Grantline 208 subject to the findings and Conditions of Approval (Attachments 2 and 3).

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution – New Proposed Project Plans
3. Exhibit B to the Resolution – Modified Conditions of Approval
4. Previously Approved Project 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 DESIGN REVIEW AMENDMENT FOR
GRANTLINE 208 PROJECT NO. DD9883**

WHEREAS, Lennar Homes (hereinafter referred to as Applicant) was previously approved for a Major Design Review and Adjustment on December 17, 2018 (Resolution 175-2018) which included nine new floor plans each with three architectural styles; and

WHEREAS, the Applicant has submitted an application to amend the previous approval to incorporate four additional floor plans and three additional styles (Spanish, Ranch, and Traditional) to the approved design review; and

WHEREAS, the Applicant is also requesting to modify the original conditions of approval to remove the requirement for a two-foot offset for adjacent homes; 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) and further analyzed within the Mitigated Negative Declaration for the Sunridge East Properties (Sunridge East MND) adopted by the City of Rancho Cordova, and which the original project was revised and includes 222 fewer dwelling units than previously approved and therefore the City adopted a CEQA Addendum in 2015, 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 and the Mitigated Negative Declaration for the Sunridge East Properties. 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.

ATTACHMENT 1

2. Approve the Design Review Amendment, subject to the Major Design Review Package (Exhibit A) and the Conditions of Approval (Exhibit B) 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.

Evidence: The General Plan designation for the residential areas of Grantline 208 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 project is consistent with the City's Design Guidelines for residential homes. The project is consistent with the requirements and standards of the Sunridge Specific Plan.

- 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: Lennar Homes of California has presented a design package which includes four additional floor plans to the original design review approval. The addition of 4 floor plans would provide a total of 13 different floor plans with multiple architectural types (Mediterranean Revival, Tuscan, Craftsman, Italian, Spanish, Ranch, Traditional and Farmhouse). Variations in colors and materials along with living spaces forward of the garage will create a vibrant and welcoming streetscape that will complement the overall neighborhood and community. The landscaping includes a variation of trees, shrubs, and groundcover to enhance the aesthetics of the streetscape.

- 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 residential architecture establishes a clear design concept and is compatible with the previously approved designs for Grantline 208 along with other neighboring communities such as North Douglas, Douglas 98, and Sunridge Park. The addition of four new floor plans and three new styles are still compatible with the previously approved designs and will create a greater variation in homes and provide more options for potential homebuyers.

- 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.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 21st day of October, 2019 by the following vote:

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

Robert J. McGarvey, Mayor**ATTEST:**

Stacy Leitner, CMC
City Clerk

GRANTLINE 208

CITY OF RANCHO CORDOVA
CALIFORNIA



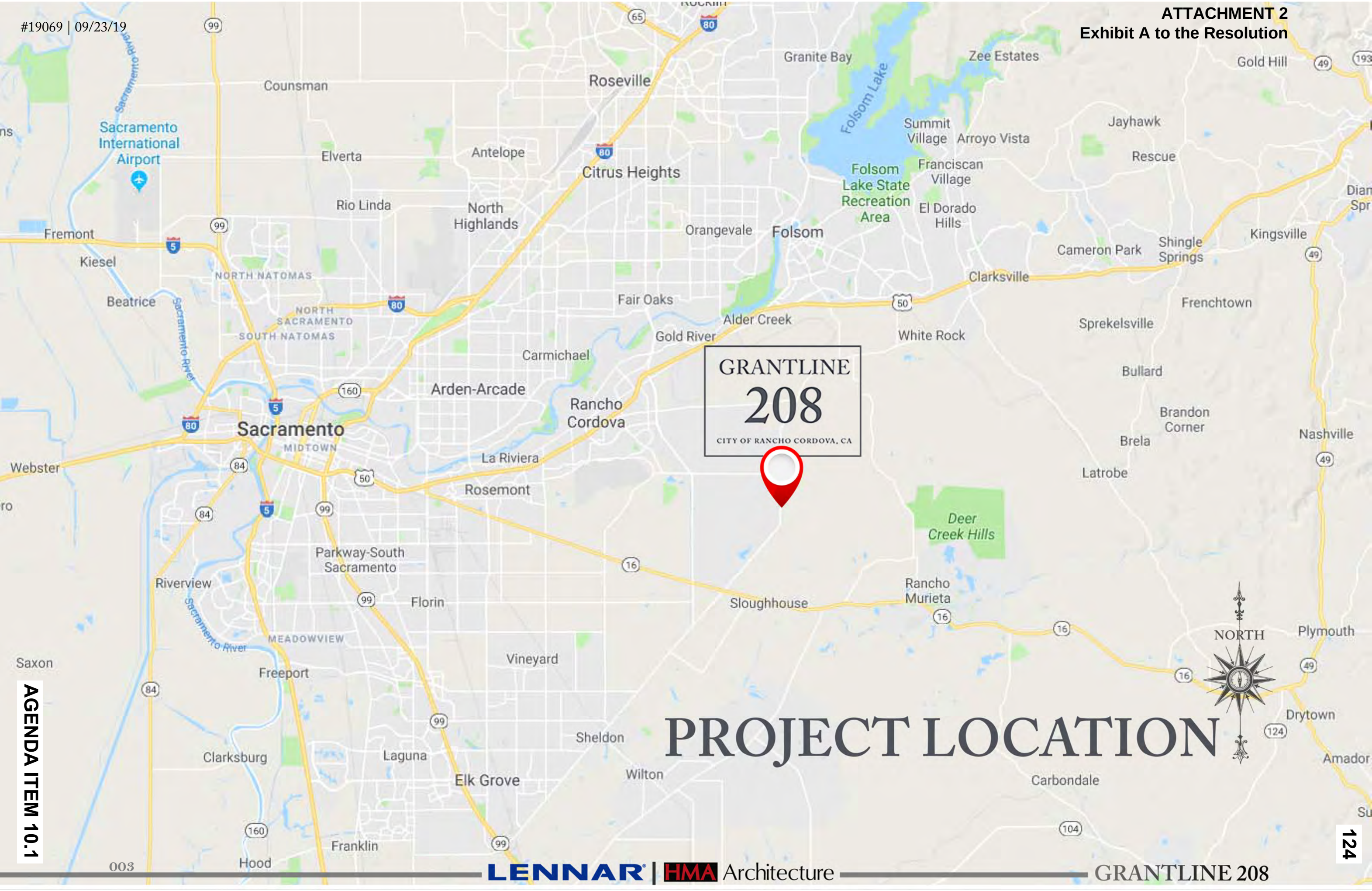
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■ = NEW SHEET ADDED



GRANTLINE
208
CITY OF RANCHO CORDOVA, CA

PROJECT LOCATION

SITE PLAN | VILLAGES 1-6

■ VIRIDIAN
■ VENTANA
■ VERDANT

DOUGLAS RD 103 LLB
LAL BROTHERS LLC
037-0040-023

LOT I
LANDSCAPE LOT
0.2± AC. (G)
0.1± AC. (N)
O

LOT J
LANDSCAPE LOT
1.7± AC. (G)
1.7± AC. (N)
O

LOT S
PEDESTRIAN PASEO
0.1± AC. (N)
O

LOT U
COMMUNITY PARK
UNDERCROSSING
RESERVATION
0.4± AC. (N)
O

VILLAGE 6
(61) 45x105(TYP.) LOTS
9.9± AC. (G)
9.9± AC. (N)
RD-10

LOT B
COMMUNITY PARK
7.7± AC. (G)
6.5± AC. (N)
O

VILLAGE 5
(65) 45x105(TYP.) LOTS
9.9± AC. (G)
9.9± AC. (N)
RD-7

ARISTA DEL SOL
JBP LLC
037-0040-013

VILLAGE 2
(79) 55x105(TYP.) LOTS
14.5± AC. (G)
14.5± AC. (N)
RD-10

VILLAGE 1
(62) 45x105(TYP.) LOTS
(3) 55x105(TYP.) LOTS
10.8± AC. (G)
10.8± AC. (N)
RD-10

LOT K
PEDESTRIAN PASEO
0.1± AC. (N)
RD-10

DOUGLAS RD 105 LLB
037-0040-021

LOT L & M
PEDESTRIAN PASEO
0.2± AC. (N)
RD-10

VILLAGE 3
(96) 45x105(TYP.) LOTS
(12) 55x105(TYP.) LOTS
18.4± AC. (G)
17.6± AC. (N)
RD-10

LOT C
DETENTION BASIN
3.8± AC. (G)
3.7± AC. (N)
RD-10

ARISTA DEL SOL
JBP LLC
037-0040-013

PROPOSED 45'
TEMP. EVA

40' R/W ESMT. PER
781109 O.R. 2088

LOT N
PEDESTRIAN PASEO
0.4± AC. (N)
RD-10

LOT H
GRANT LINE PKWY
2.1± AC. (G)
2.1± AC. (N)
RD-10

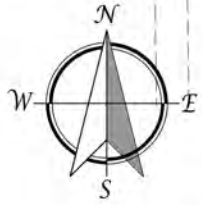
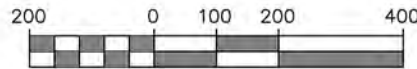
LOT F
WETLAND PRESERVE
11.5± AC. (G)
11.5± AC. (N)
O

PROPOSED 100'
CHANNEL ESMT.

VILLAGE 4
(59) 45x105(TYP.) LOTS
(65) 55x105(TYP.) LOTS
23.1± AC. (G)
22.6± AC. (N)
RD-5

LOT P
PEDESTRIAN PASEO
0.1± AC. (N)
RD-5

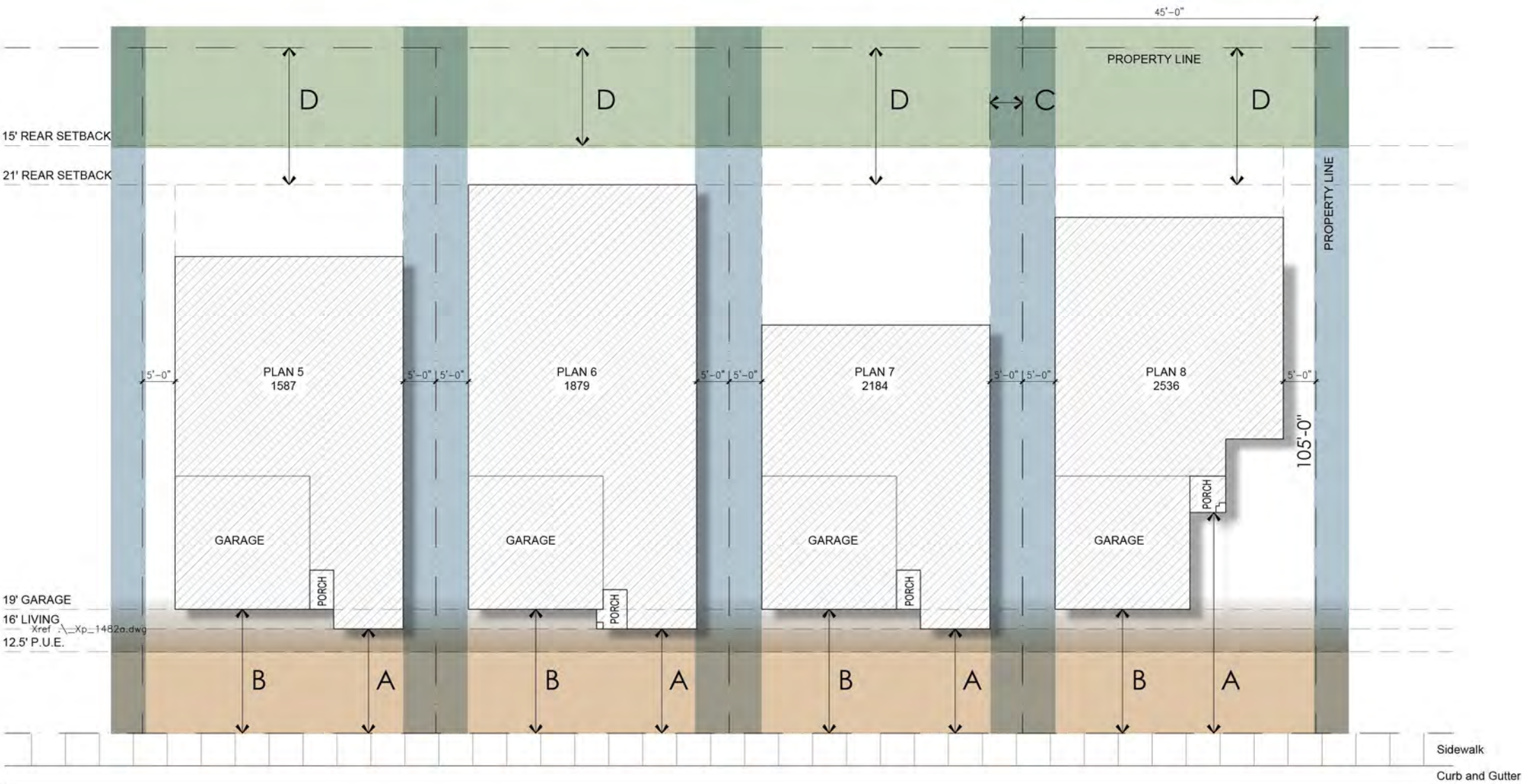
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SETBACK EXHIBIT

The following Exhibit displays typical lot conditions within the Grantline 208 Development

Typical Lot Characteristics : 45' Lot Width 105' Lot Depth



Building
Setbacks

Plan 5,7,8
Plan 6

- A** Setback to Front Livable / Porch - 16'
- B** Setback to Front of Garage - 19'
- C** Side Setback - 5'
- D** Rear Setback - 21' 20% of lot depth



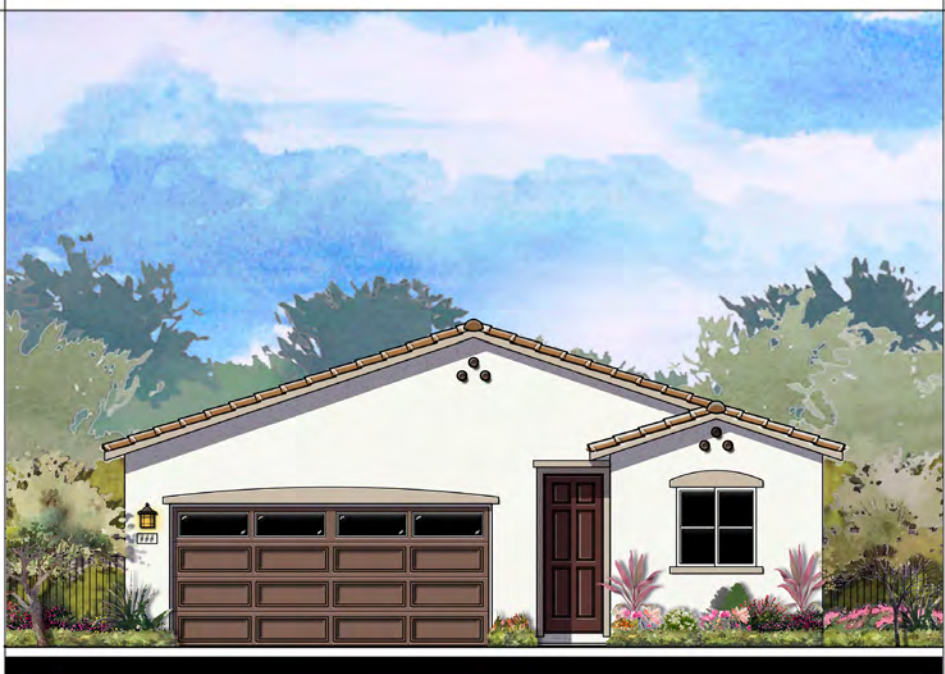
SPANISH
PLAN 1A
1587A

RANCH
PLAN 3B
2184B

TRADITIONAL
PLAN 2C
1879C

RANCH
PLAN 4B
2536B

STREET SCENE



SPANISH STYLE

The Spanish style is native to California with its large expanses of un-interrupted walls punctuated with judicious window placement. Often shown with head and sill trim and plank type shutters on selected windows. Roof forms are a low pitch combination of hip and gable forms.

4:12 roof pitch



RANCH STYLE

The Ranch style comes originally from rural settings indicative of the western US. The style is made up primarily of gable roof forms. A base wainscot and gable end with deeper ascent color. Window and door trim surrounds have extended head and sill trims.

4:12 roof pitch

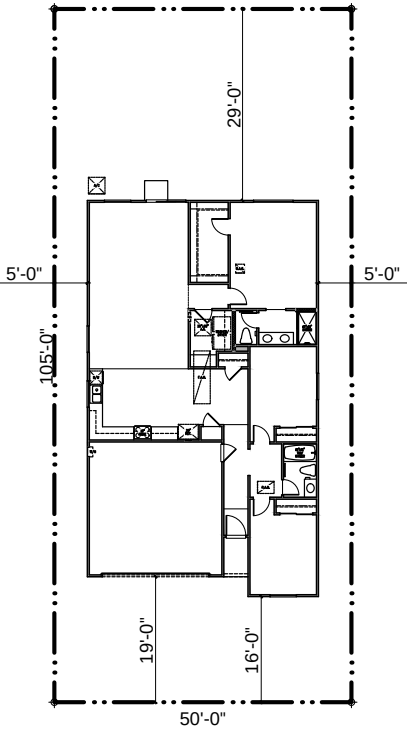
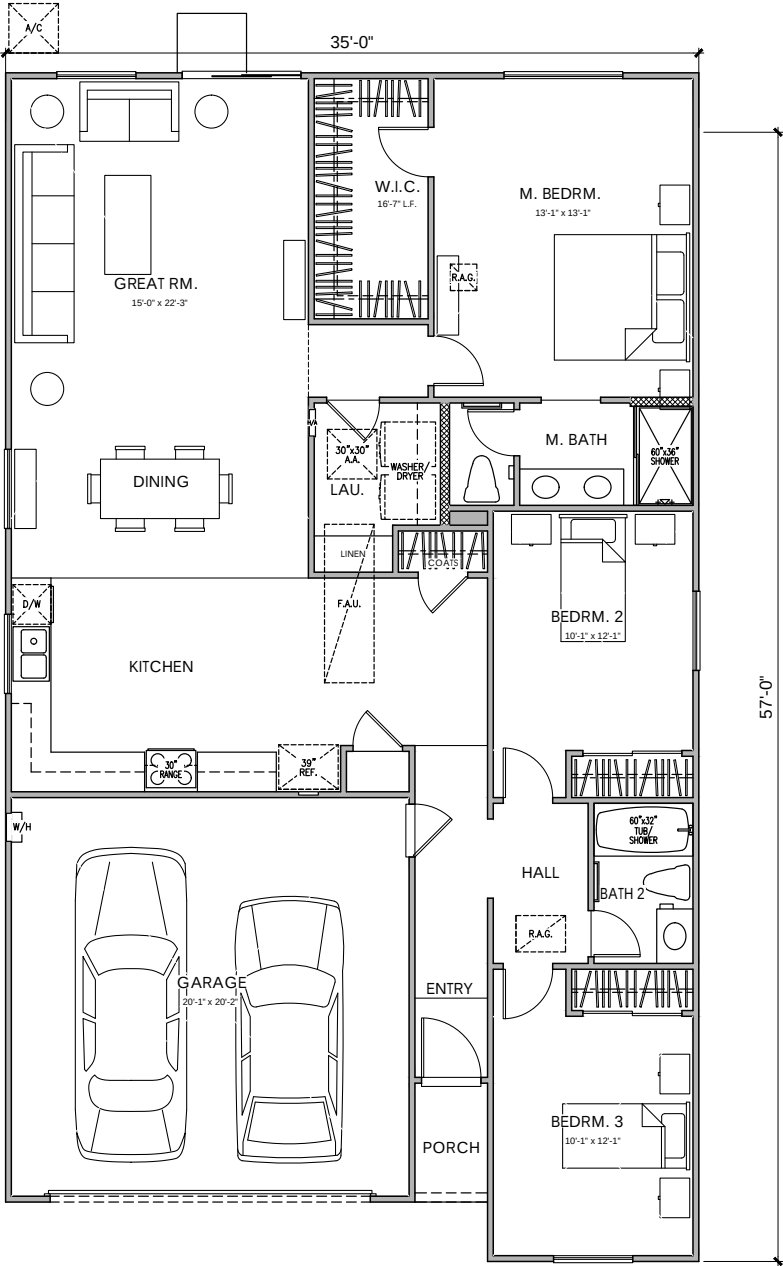


TRADITIONAL STYLE

While the Traditional style is not indicative of any specific regional style or time period, it is meant as an overarching theme made up of traditional details. A deep colored base wainscot anchors the elevation. Multi-pan windows and hip roofs round out the style.

4:12 roof pitch

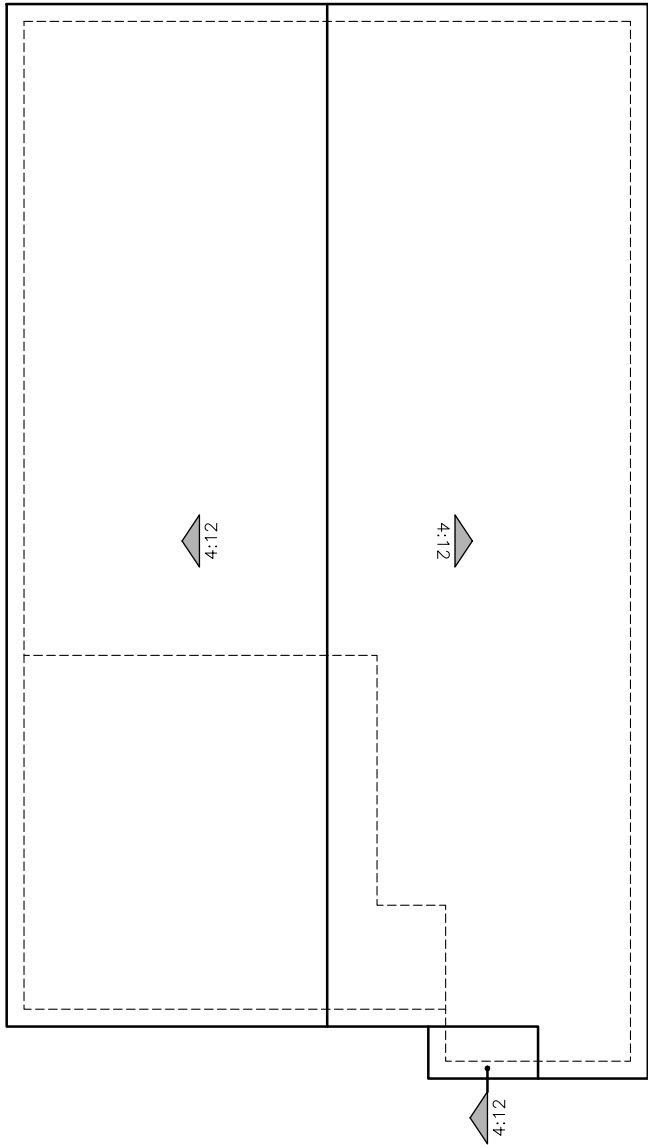
35' PLANS



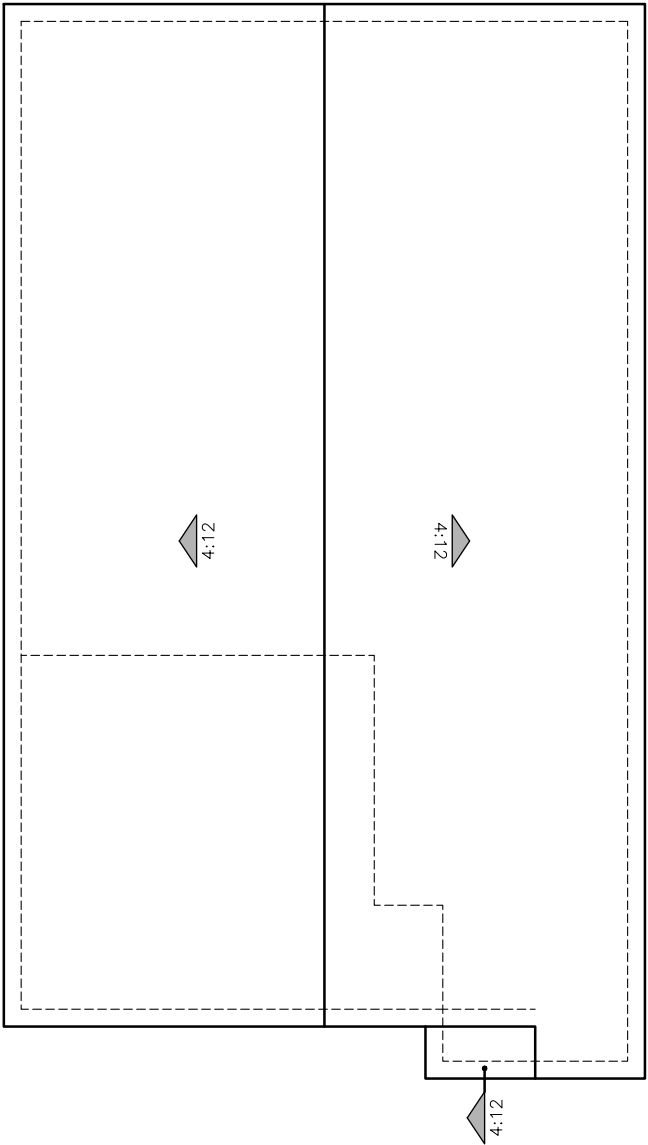
FLOOR PLAN
PLAN 1587 "A"
3 BEDROOM, 2 BATH, 2 CAR GARAGE

AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR AREA	1,587 SQ. FT.
TOTAL DWELLING	1,587 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	418 SQ. FT.
PORCH 'A'	22 SQ. FT.
PORCH 'B'	22 SQ. FT.

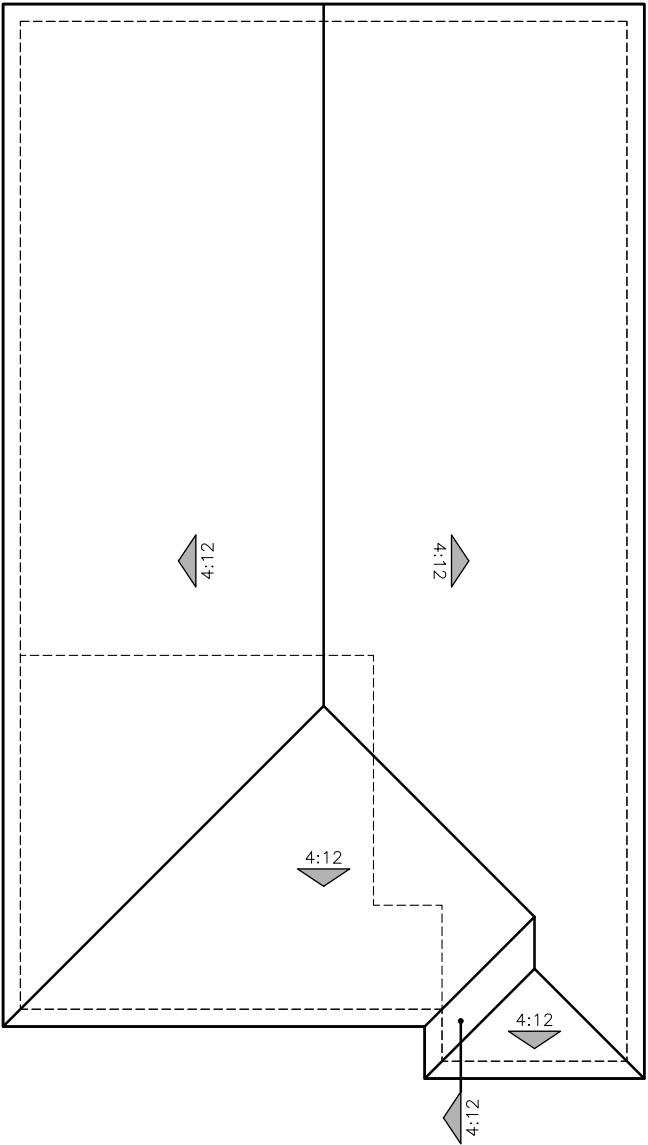




"A" - SPANISH



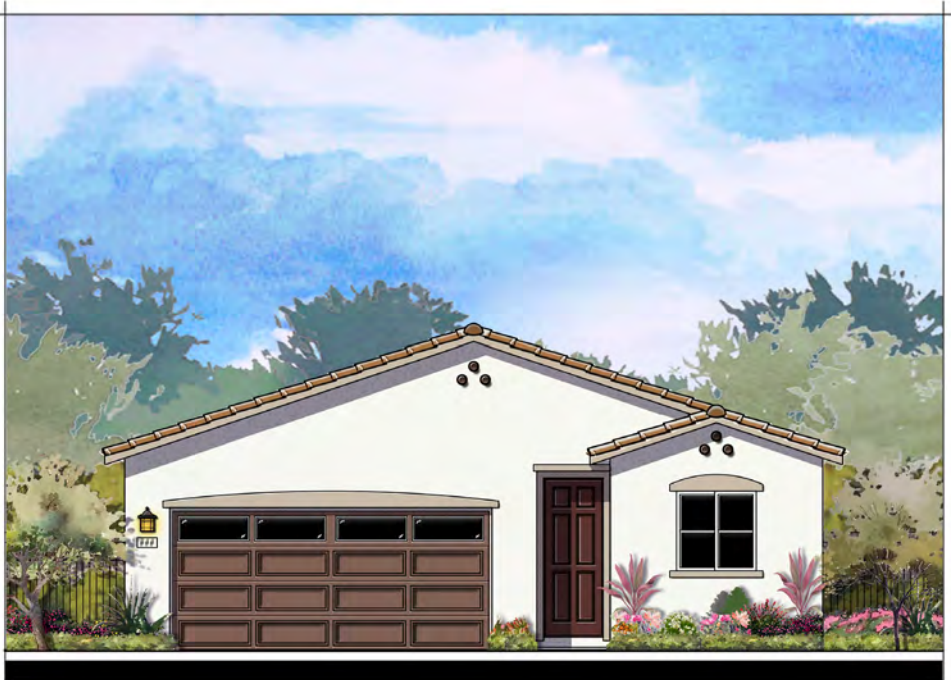
"B" - RANCH



"C" - TRADITIONAL

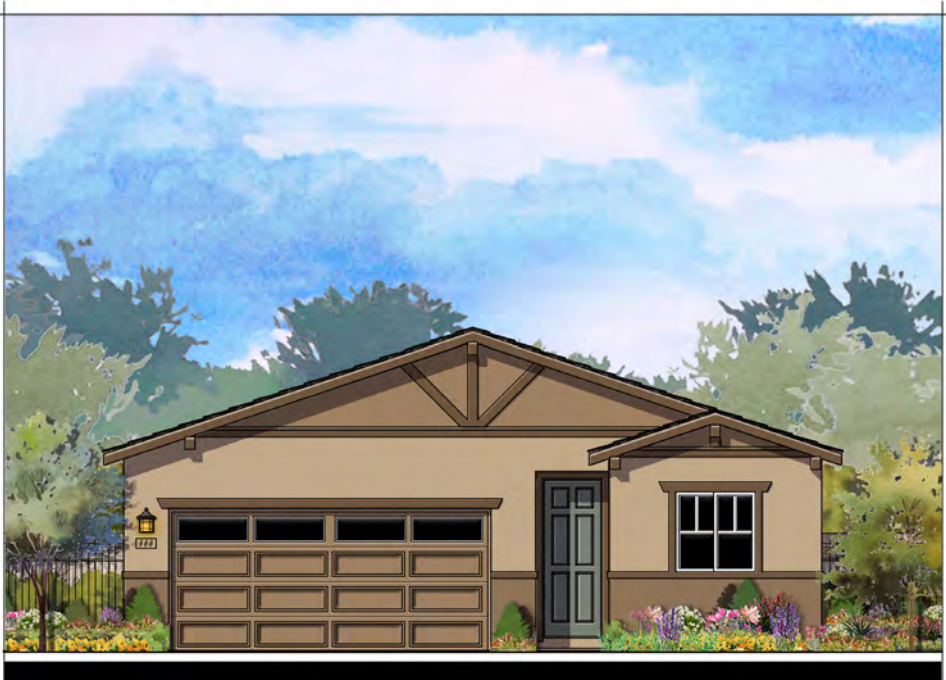
ROOF PLANS
PLAN 1587





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SPANISH



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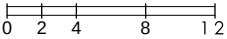
RANCH

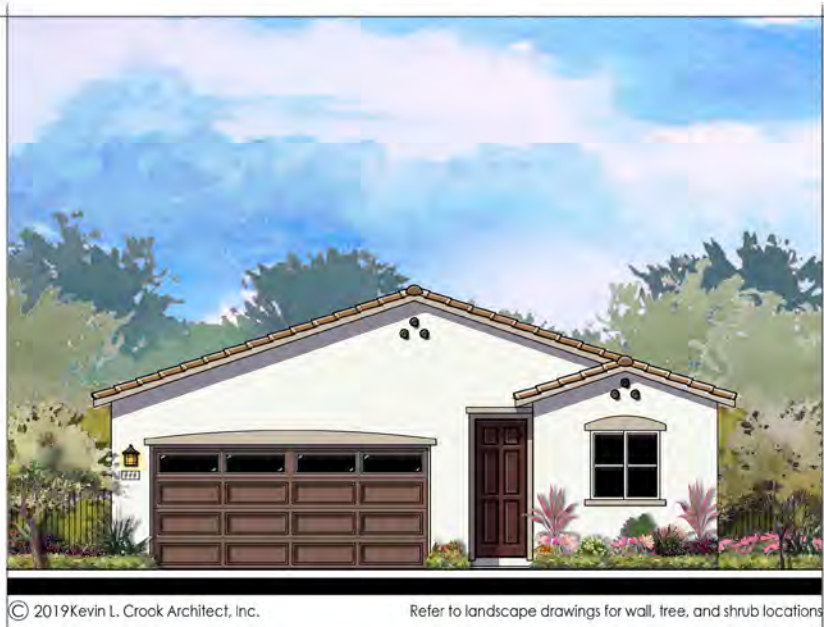


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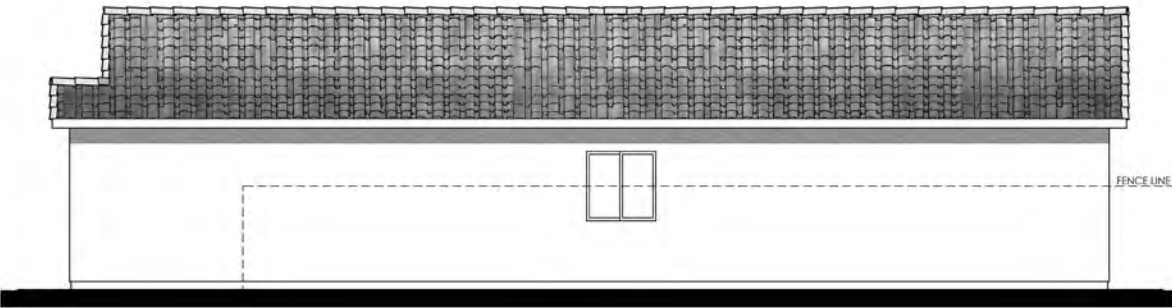
TRADITIONAL

PLAN 1587
3 BEDROOM, 2 BATH, 2 CAR GARAGE

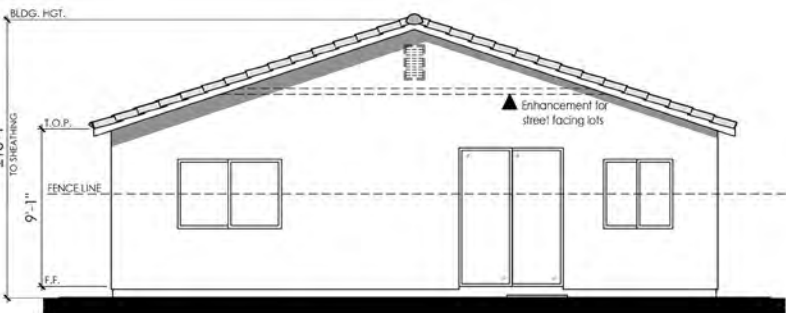




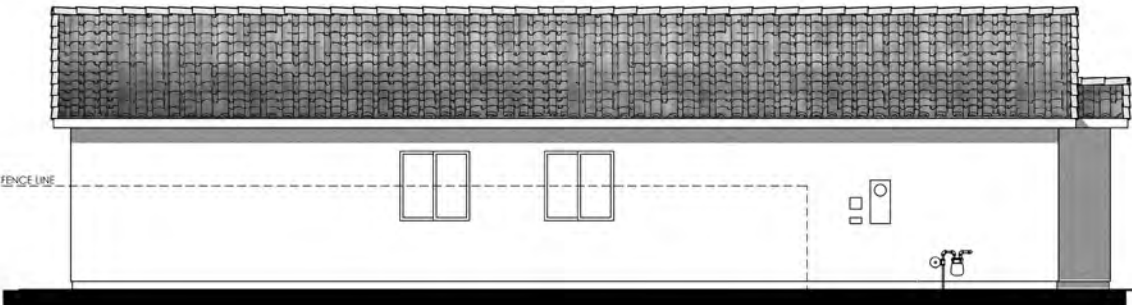
FRONT



RIGHT

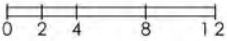


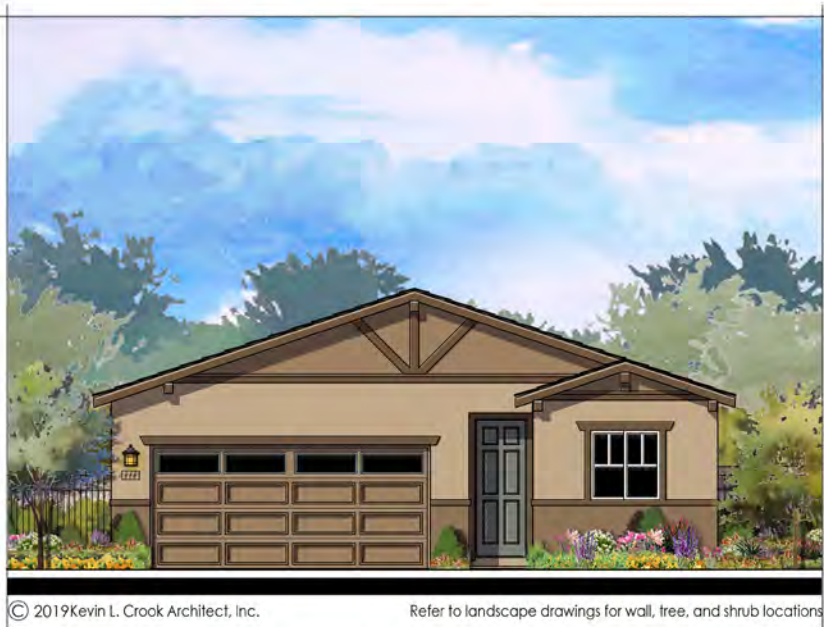
REAR



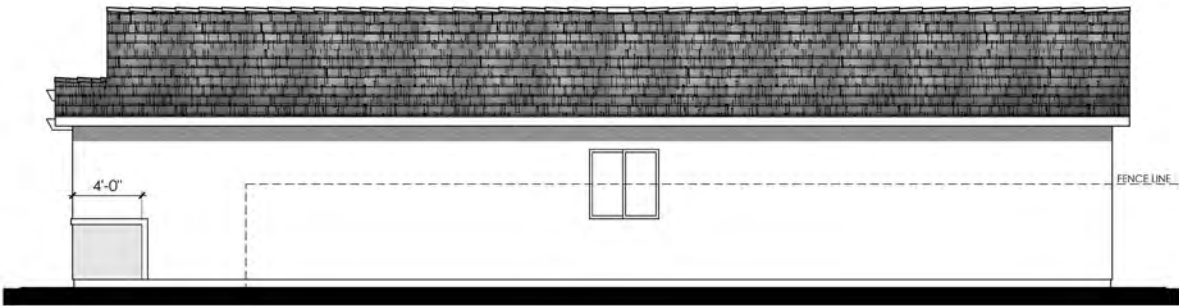
LEFT

COLOR SCHEME 1
PLAN 1587 "A"
SPANISH ELEVATION

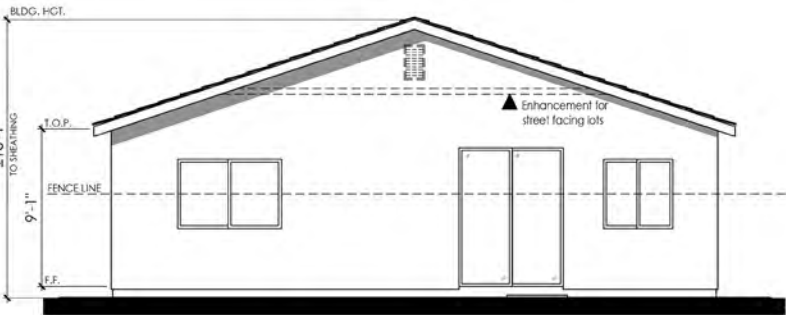




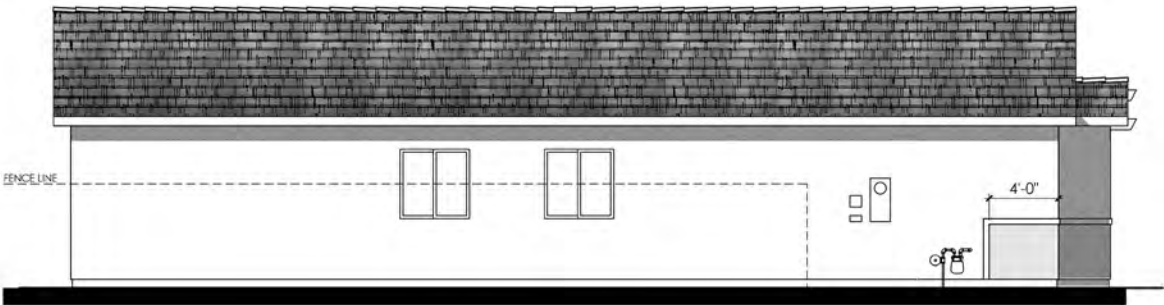
FRONT



RIGHT

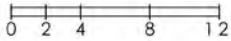


REAR



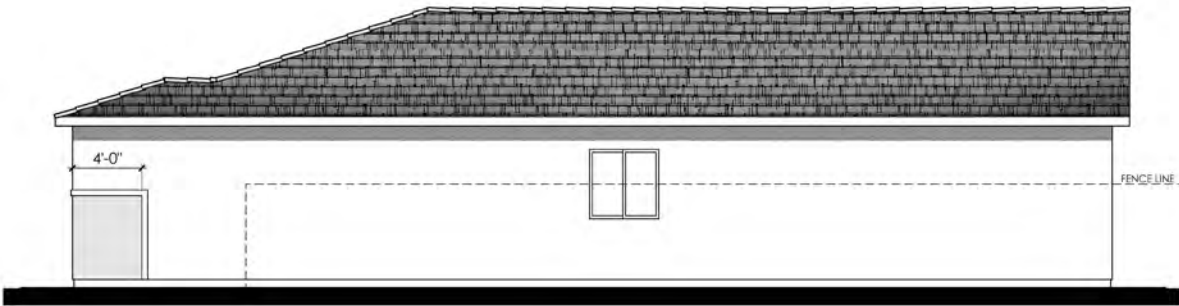
LEFT

COLOR SCHEME 4
PLAN 1587 "B"
RANCH ELEVATION

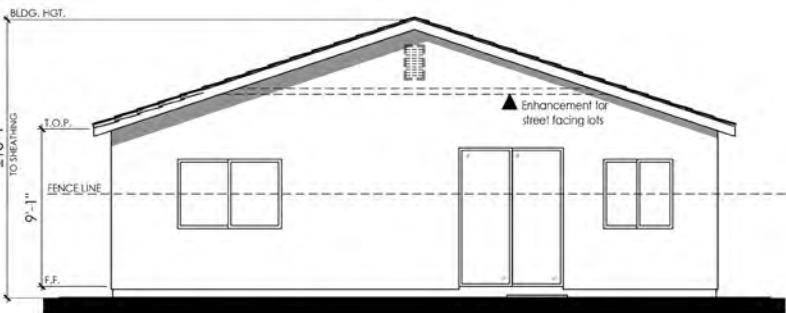




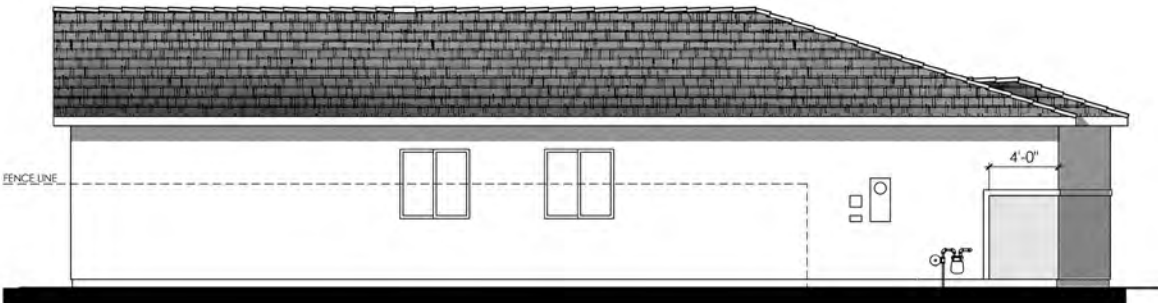
FRONT



RIGHT

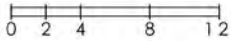


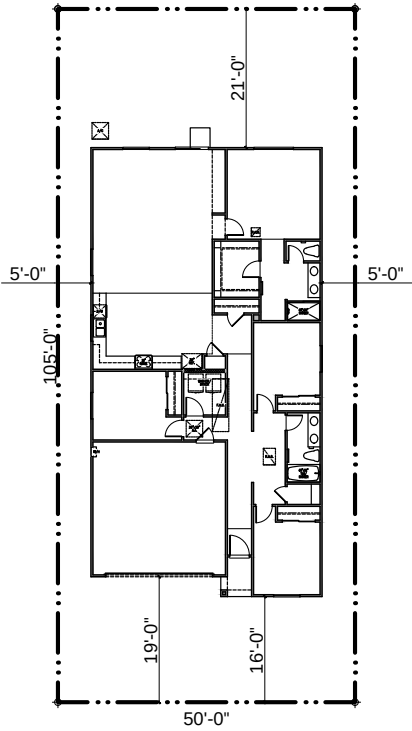
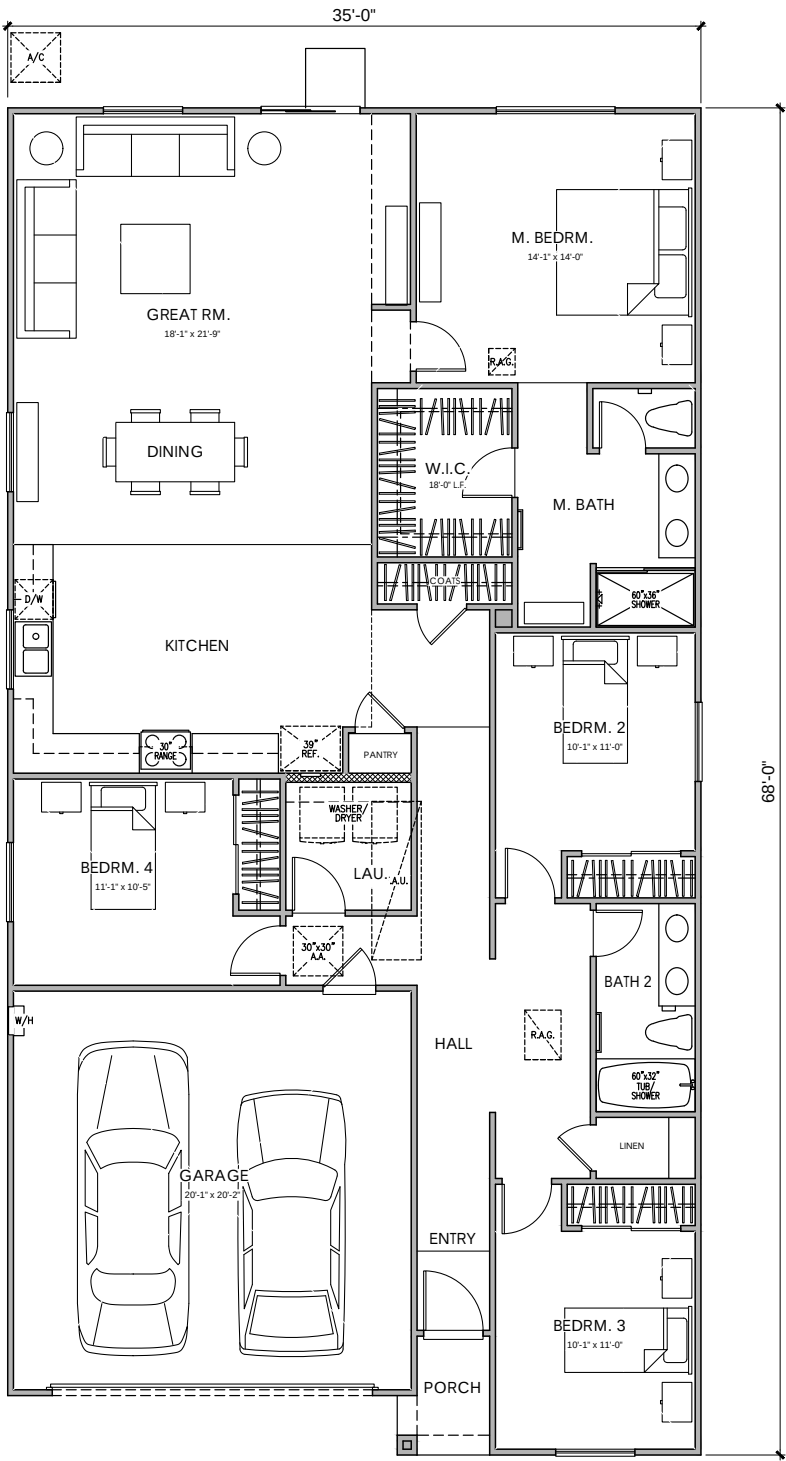
REAR



LEFT

COLOR SCHEME 7
PLAN 1587 "C"
TRADITIONAL ELEVATION

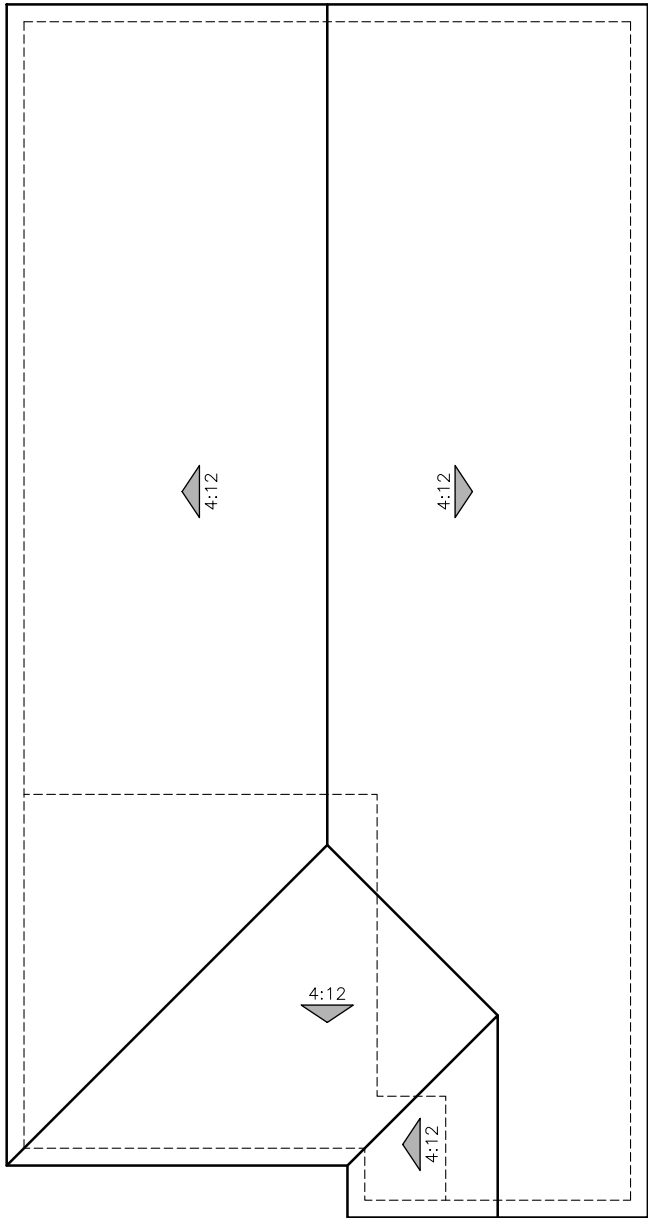




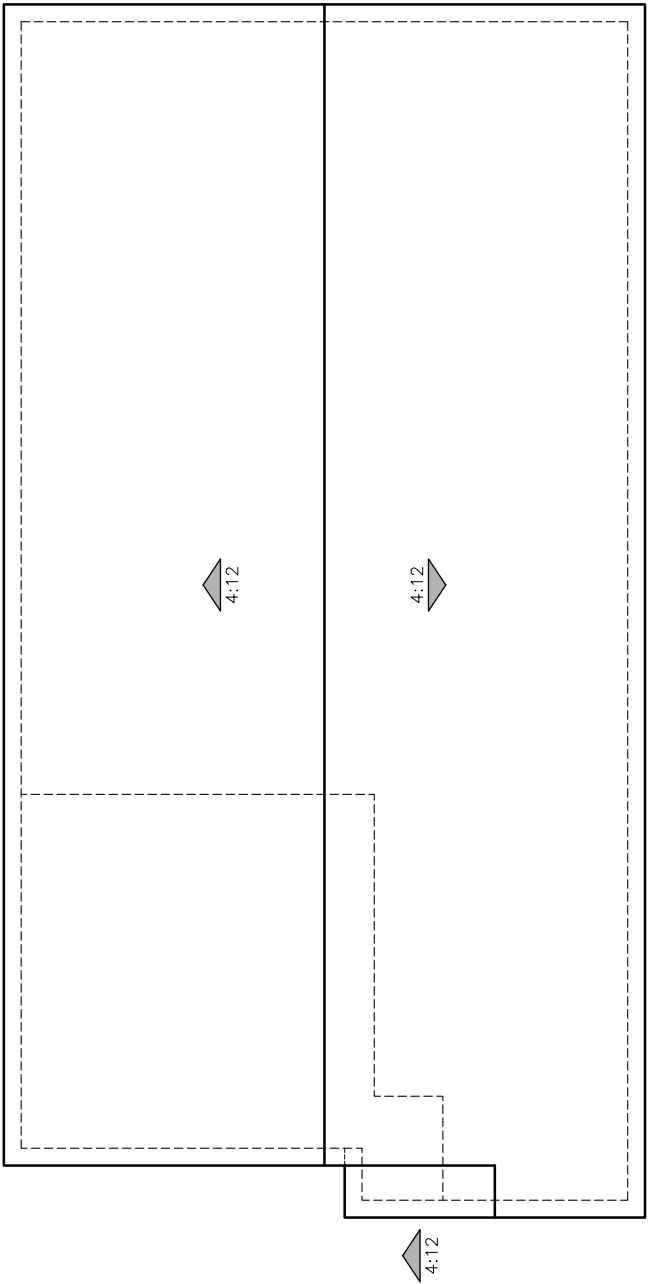
FLOOR PLAN
PLAN 1879 "A"
4 BEDROOM, 2 BATH, 2 CAR GARAGE

FIRST FLOOR AREA	1,879 SQ. FT.
TOTAL DWELLING	1,879 SQ. FT.
GARAGE	417 SQ. FT.
PORCH 'A'	25 SQ. FT.
PORCH 'B'	25 SQ. FT.

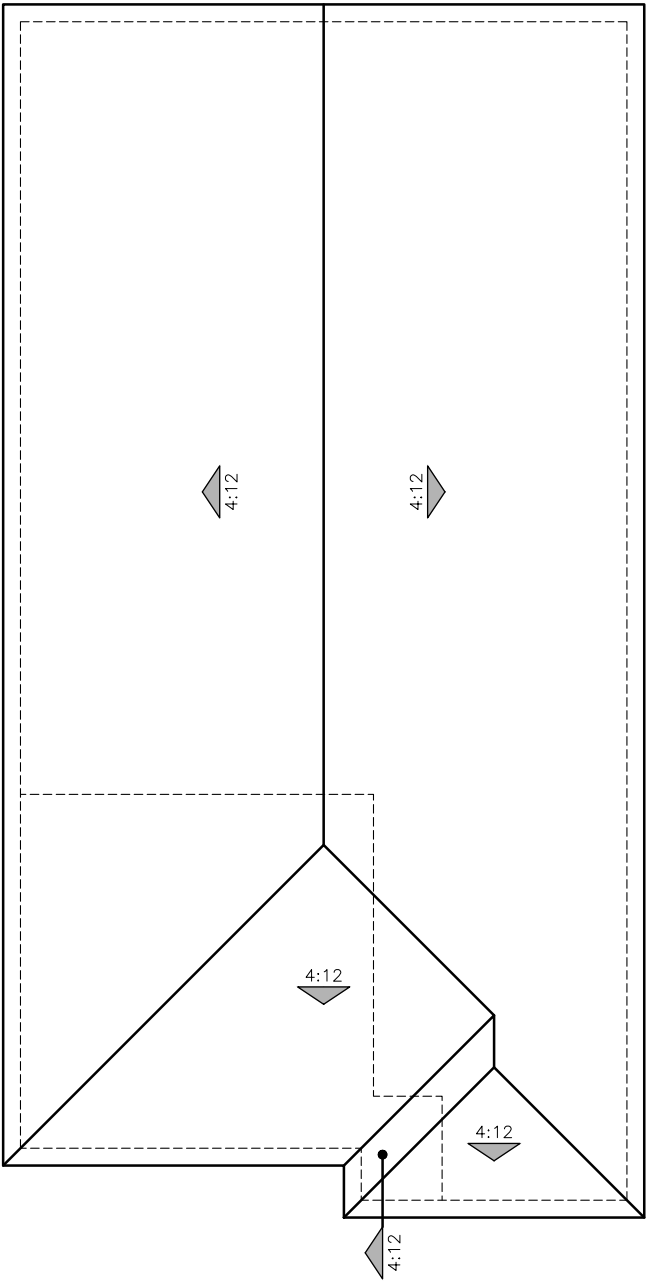




"A" - SPANISH



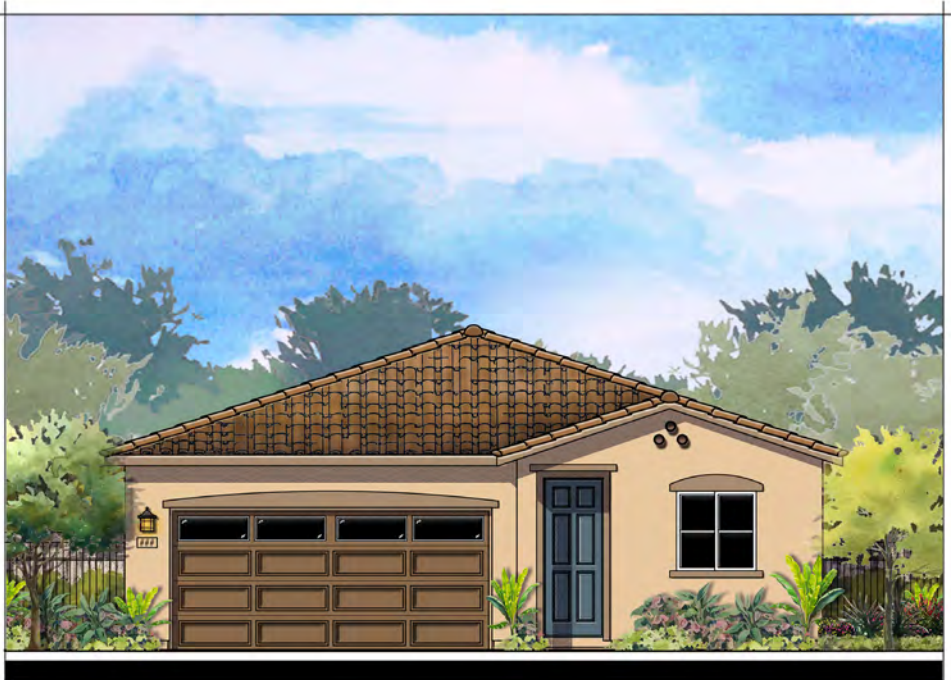
"B" - RANCH



"C" - TRADITIONAL

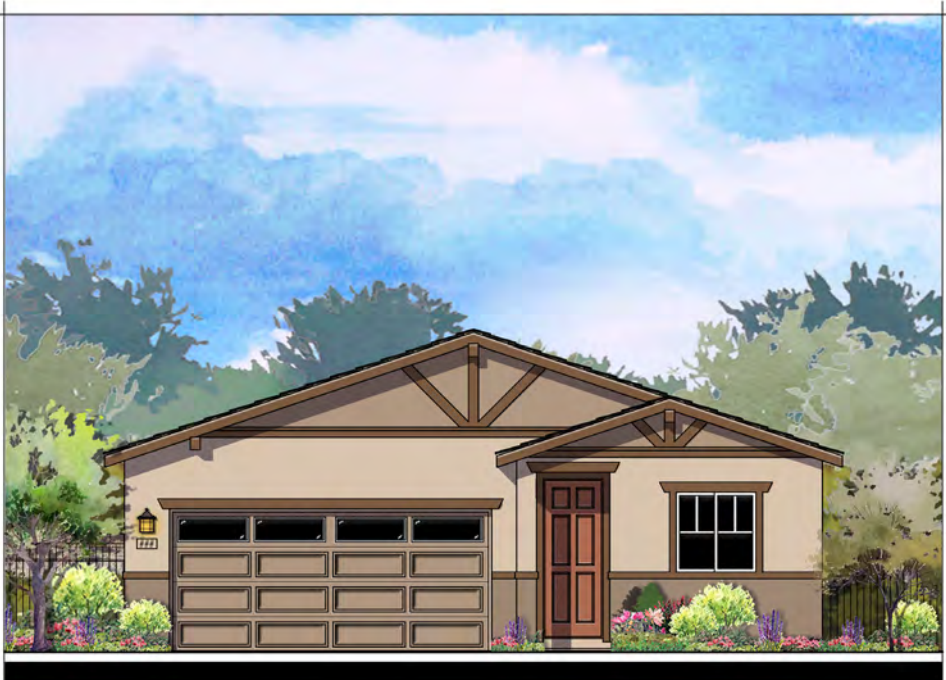
ROOF PLANS
PLAN 1879





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SPANISH



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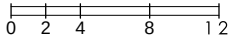
RANCH

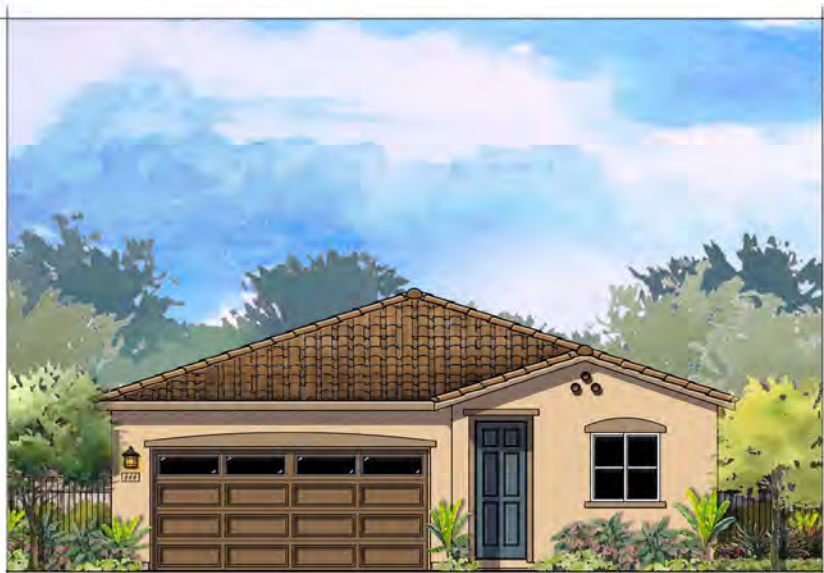


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TRADITIONAL

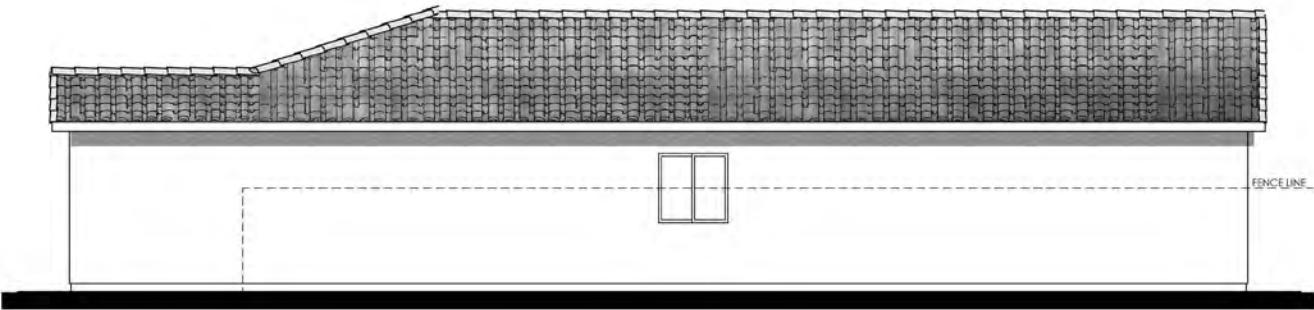
PLAN 1879
4 BEDROOM, 2 BATH, 2 CAR GARAGE, 8' CEILINGS



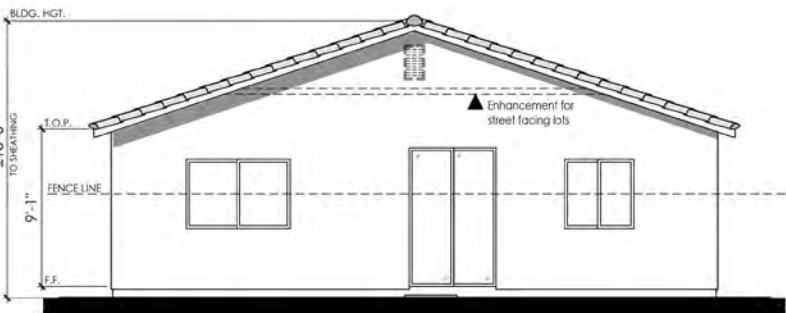


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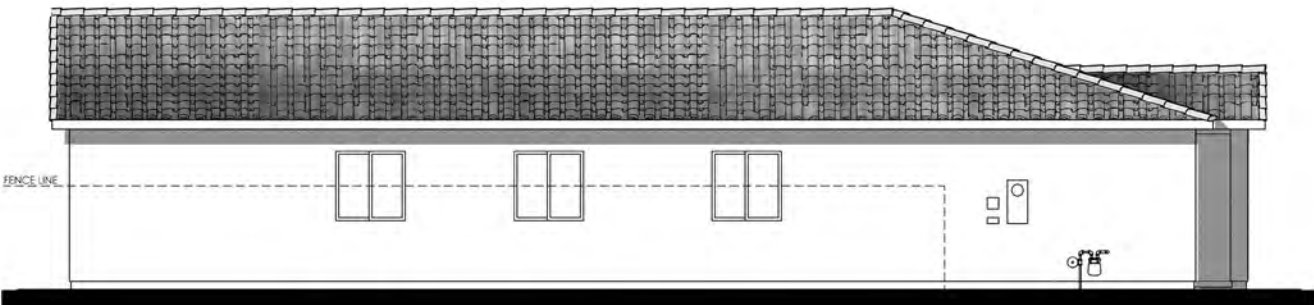
FRONT



RIGHT

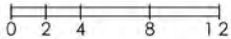


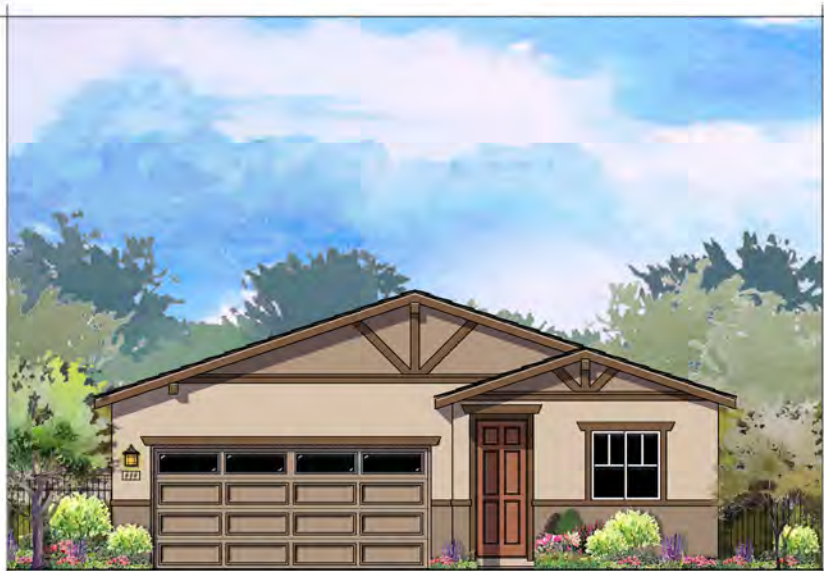
REAR



LEFT

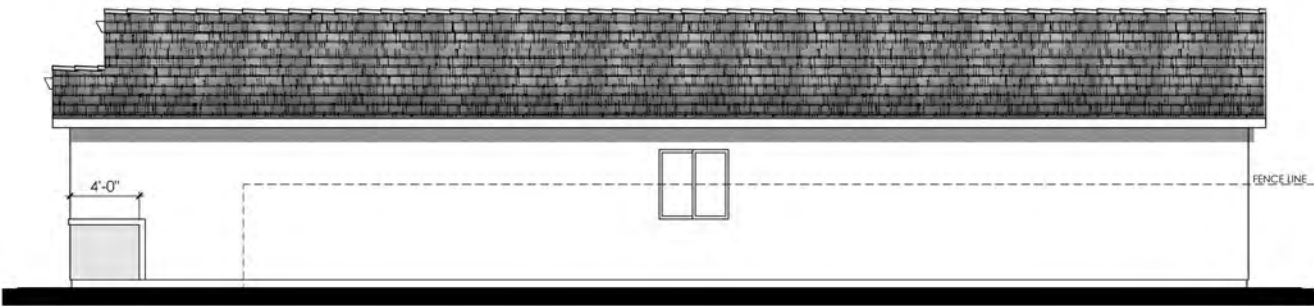
COLOR SCHEME 2
PLAN 1879 "A"
SPANISH ELEVATION



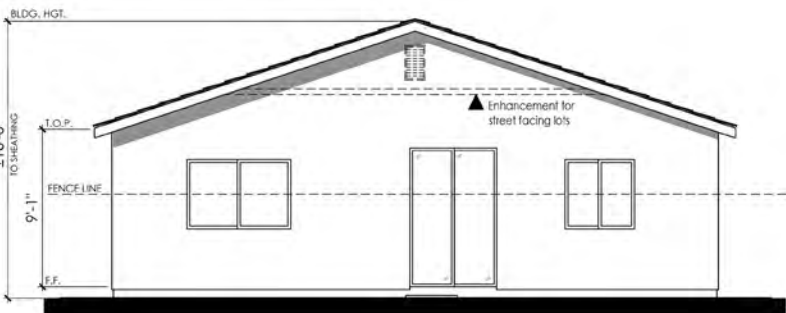


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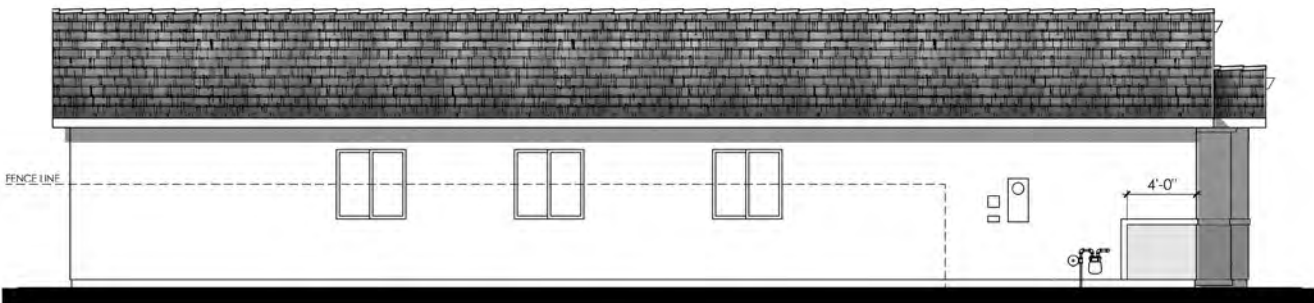
FRONT



RIGHT



REAR



LEFT

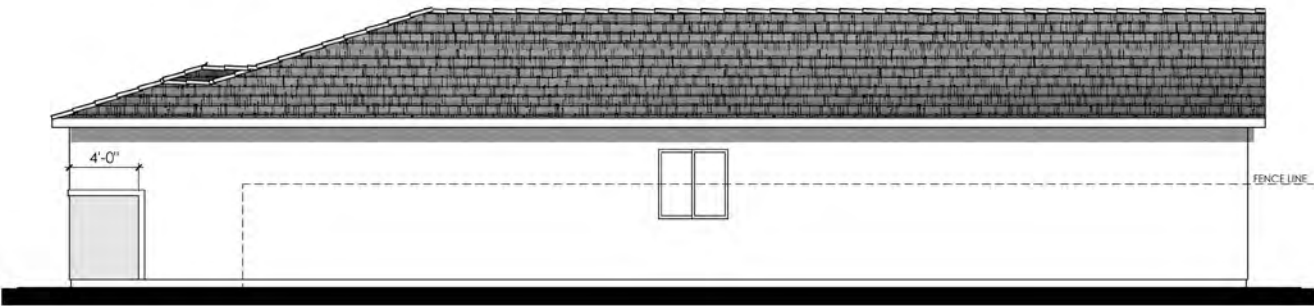
COLOR SCHEME 5
PLAN 1879 "B"
RANCH ELEVATION



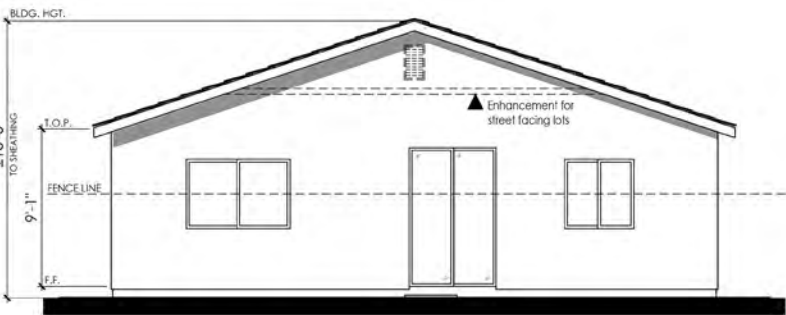


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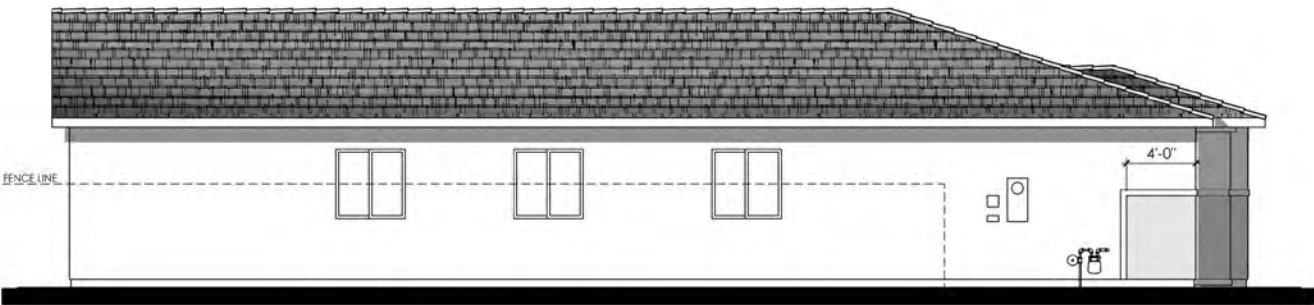
FRONT



RIGHT

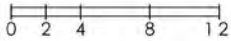


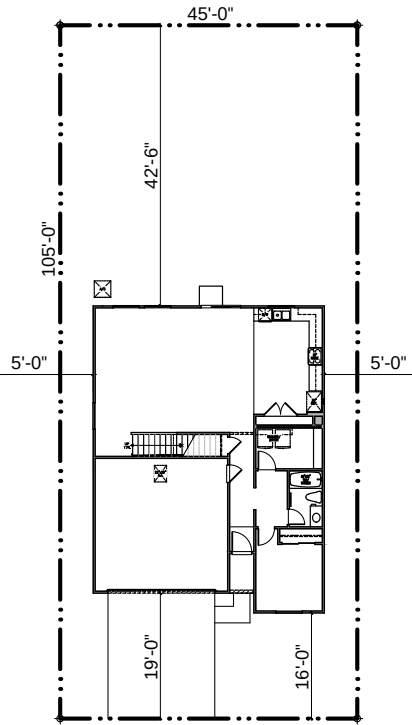
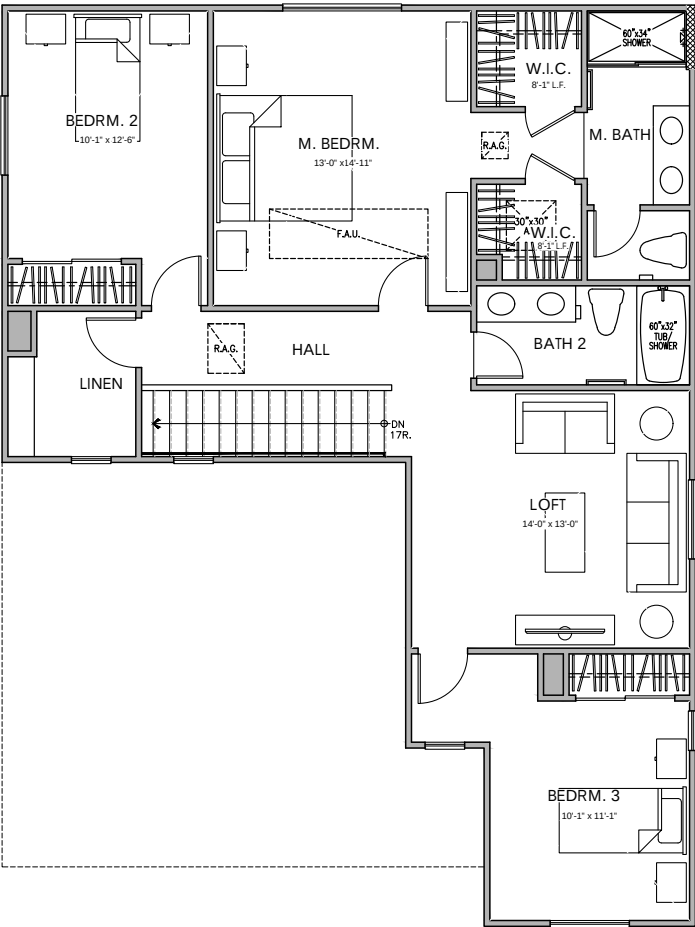
REAR



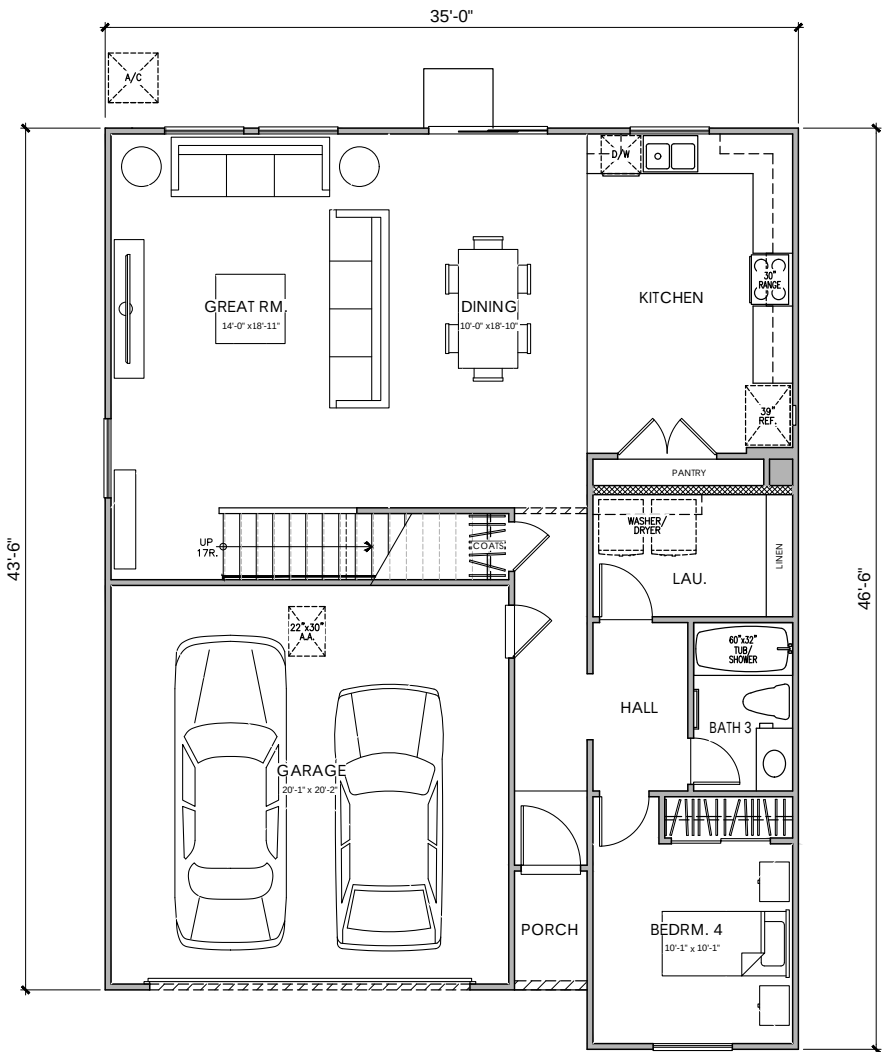
LEFT

COLOR SCHEME 8
PLAN 1879 "C"
TRADITIONAL ELEVATION





AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR AREA	1,115 SQ. FT.
SECOND FLOOR AREA	1,069 SQ. FT.
TOTAL DWELLING	2,184 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	418 SQ. FT.
PORCH 'A'	22 SQ. FT.
PORCH 'B'	22 SQ. FT.

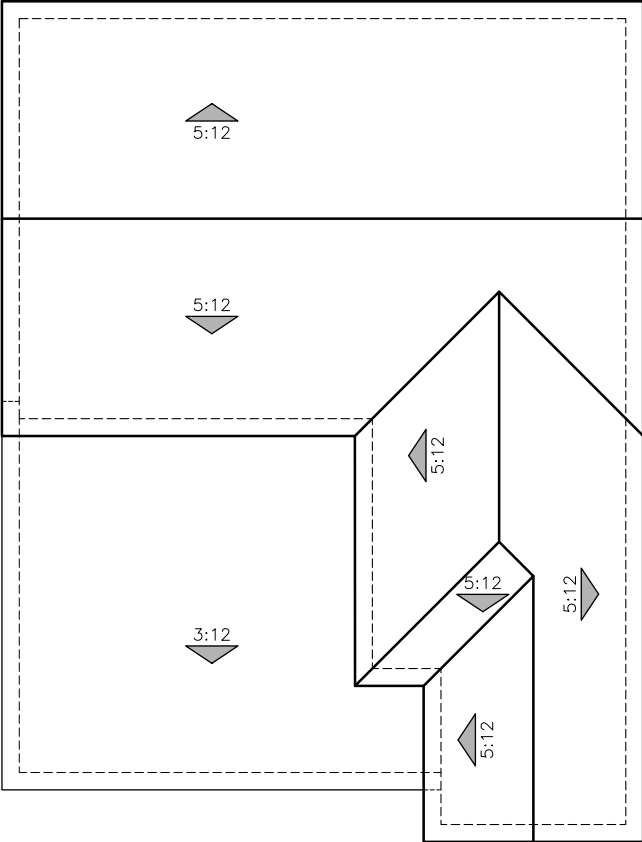


SECOND FLOOR PLAN

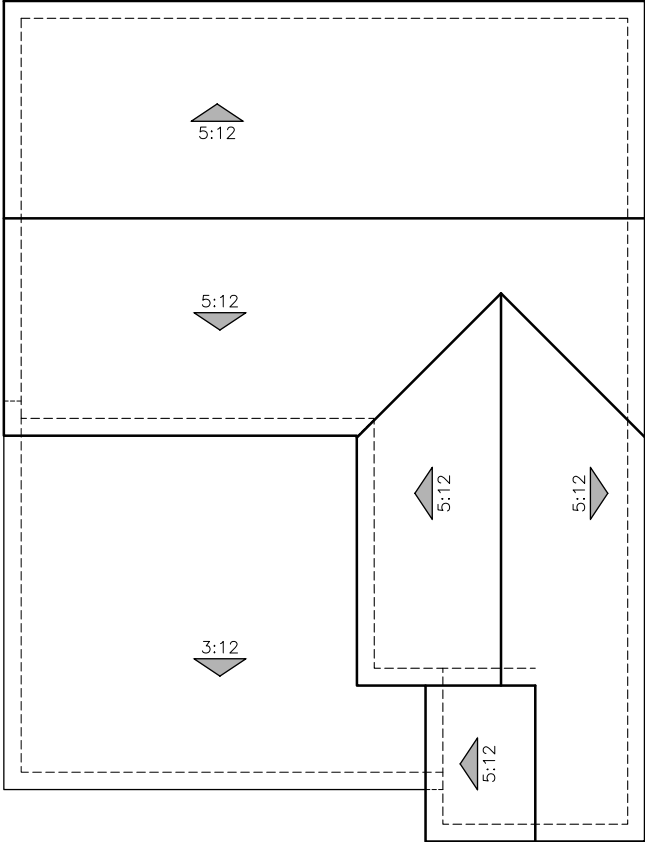
FIRST FLOOR PLAN

PLAN 2184 "A"
4 BEDROOM, 3 BATH, 2 CAR GARAGE, LOFT

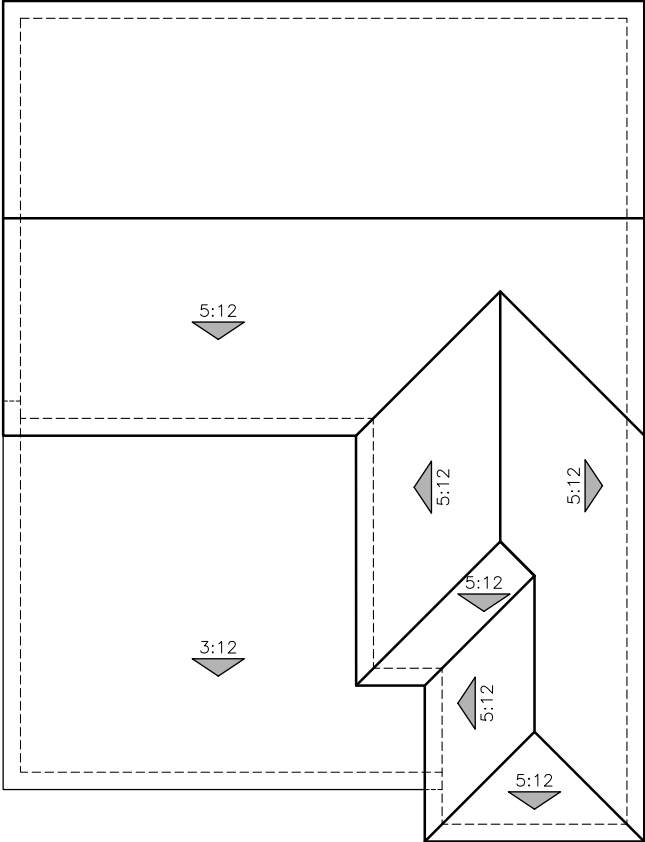




"A" - SPANISH



"B" - RANCH



"C" - TRADITIONAL

ROOF PLANS
PLAN 2184





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SPANISH



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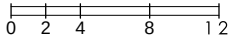
RANCH



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TRADITIONAL

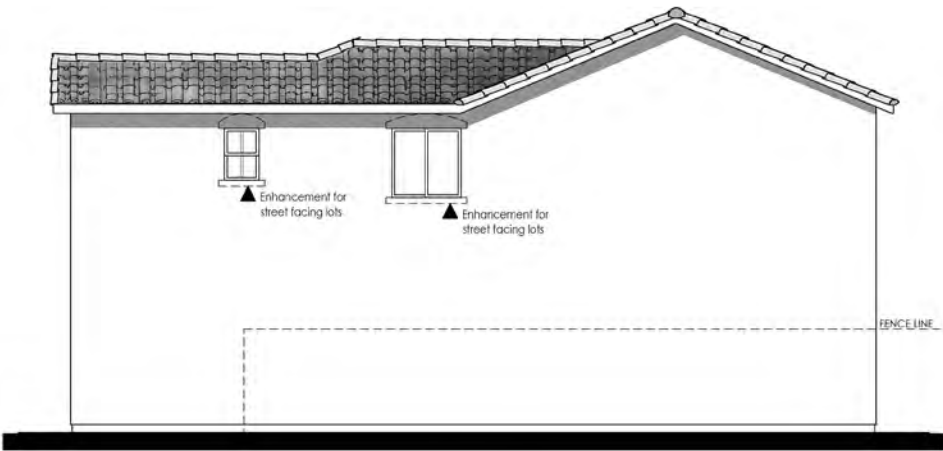
PLAN 2184
4 BEDROOM, 3 BATH, 2 CAR GARAGE, LOFT



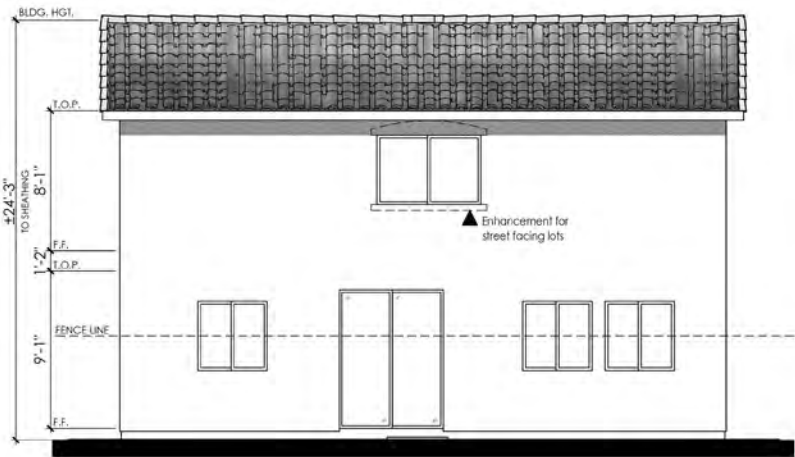


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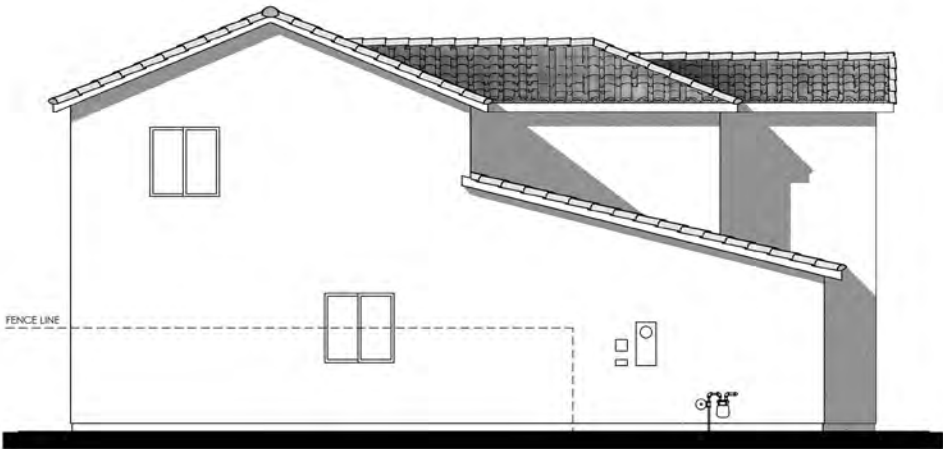
FRONT



RIGHT

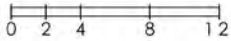


REAR



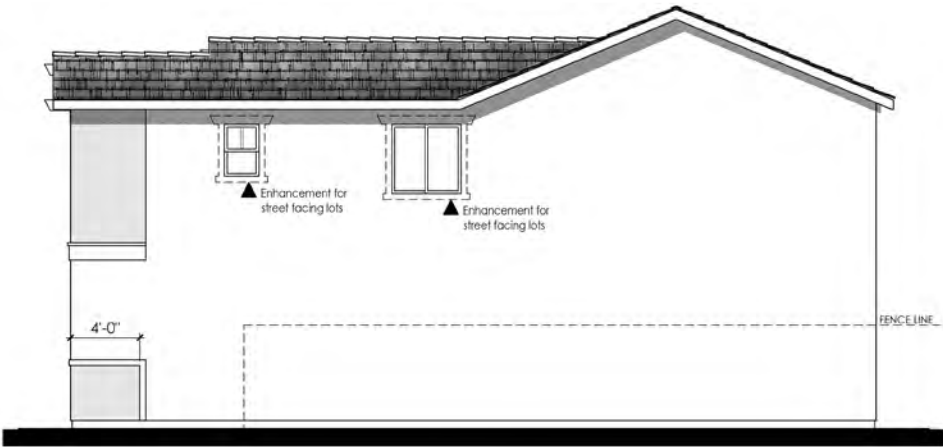
LEFT

COLOR SCHEME 3
PLAN 2184 "A"
SPANISH ELEVATION

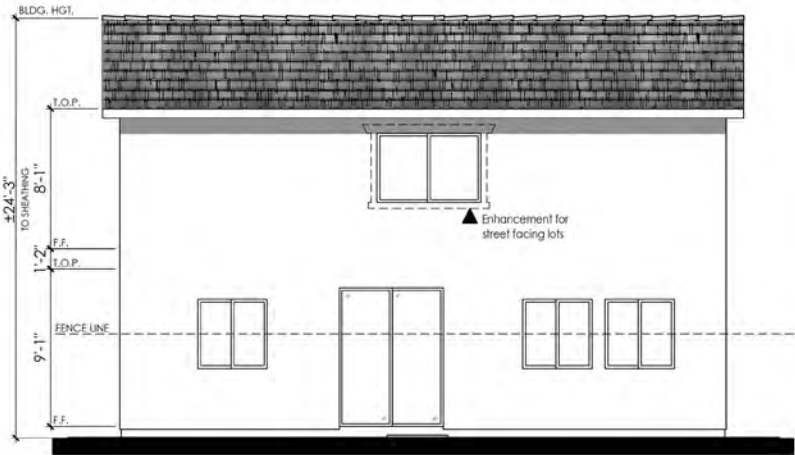




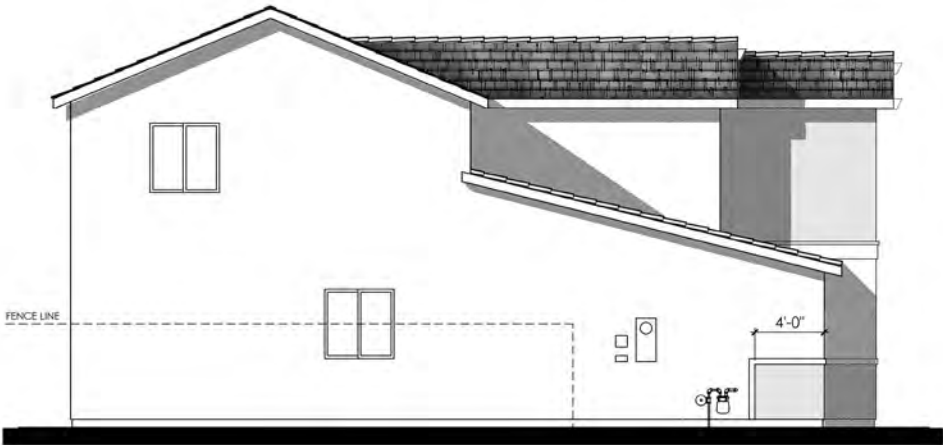
FRONT



RIGHT

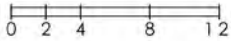


REAR



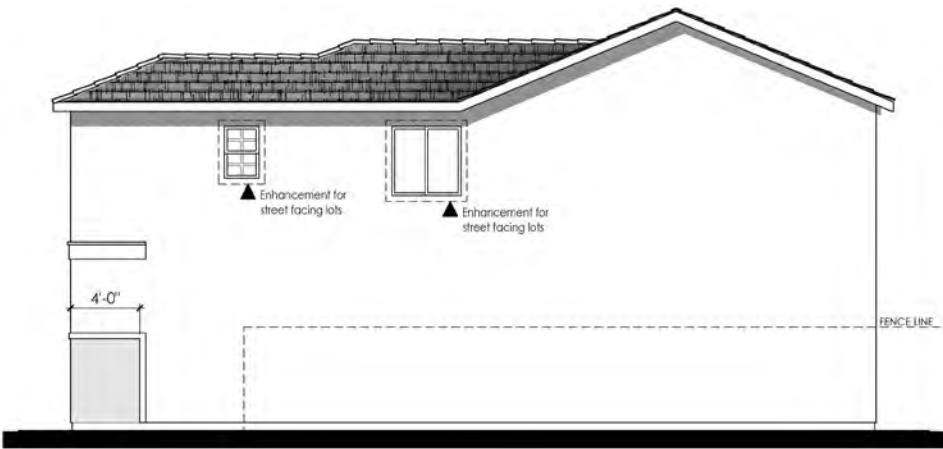
LEFT

COLOR SCHEME 6
PLAN 2184 "B"
RANCH ELEVATION

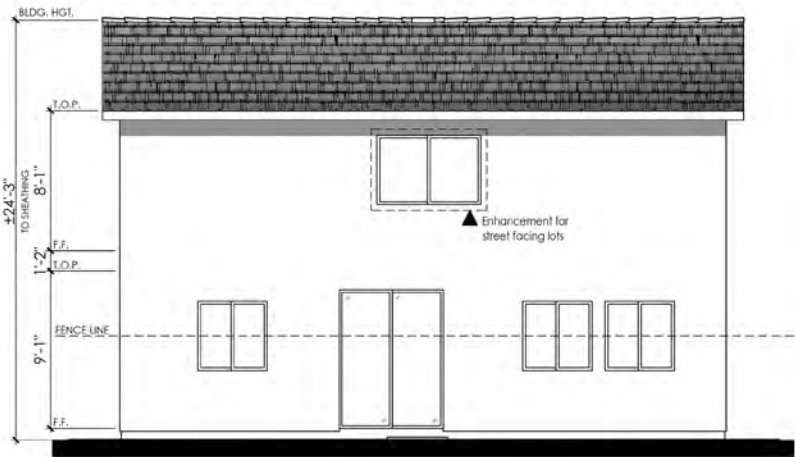




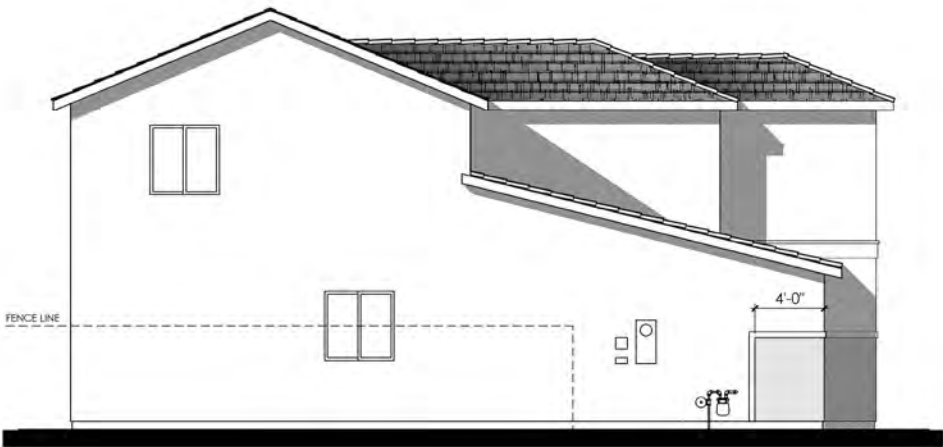
FRONT



RIGHT

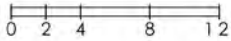


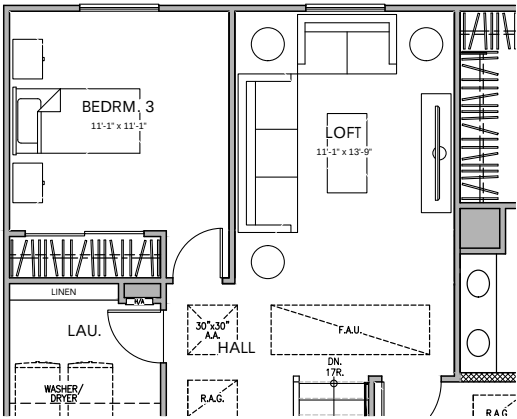
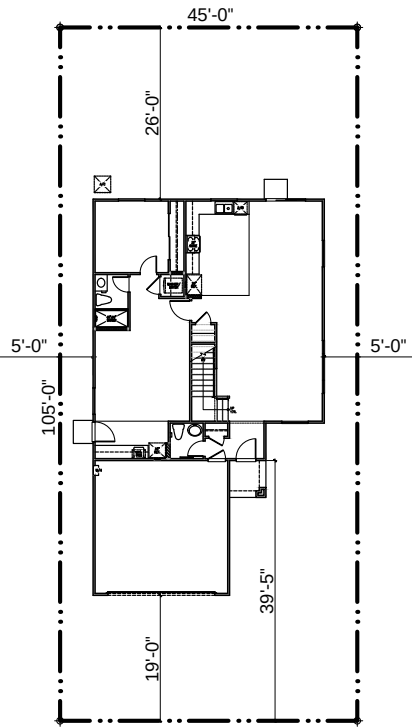
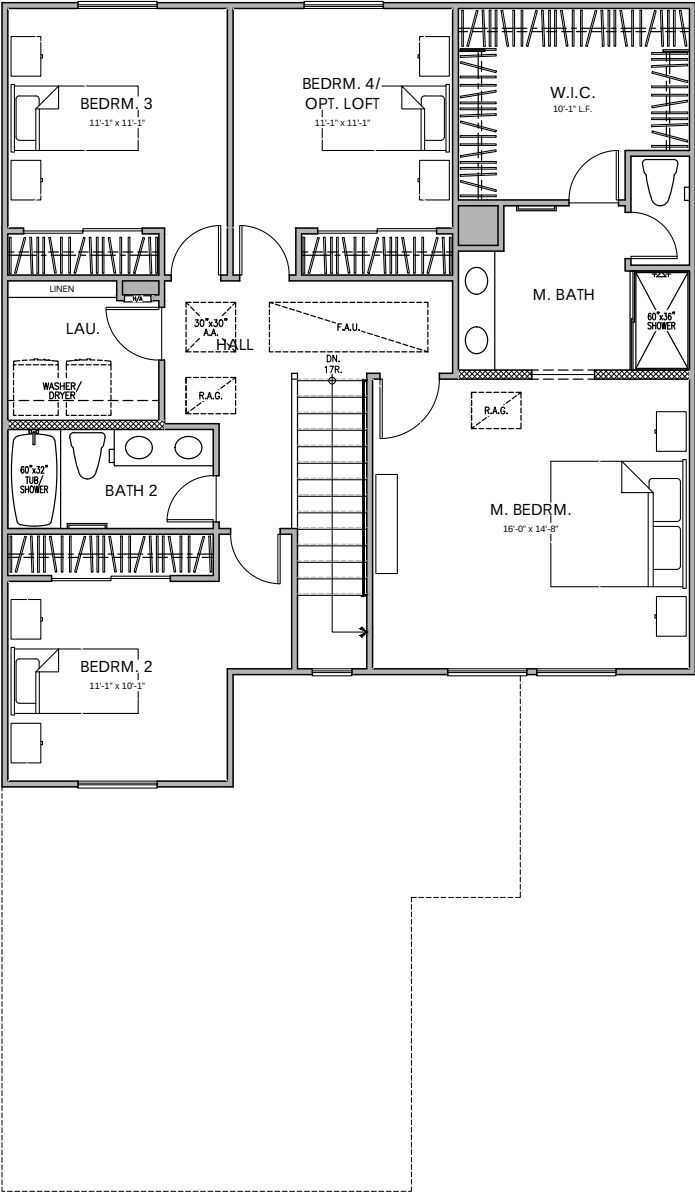
REAR



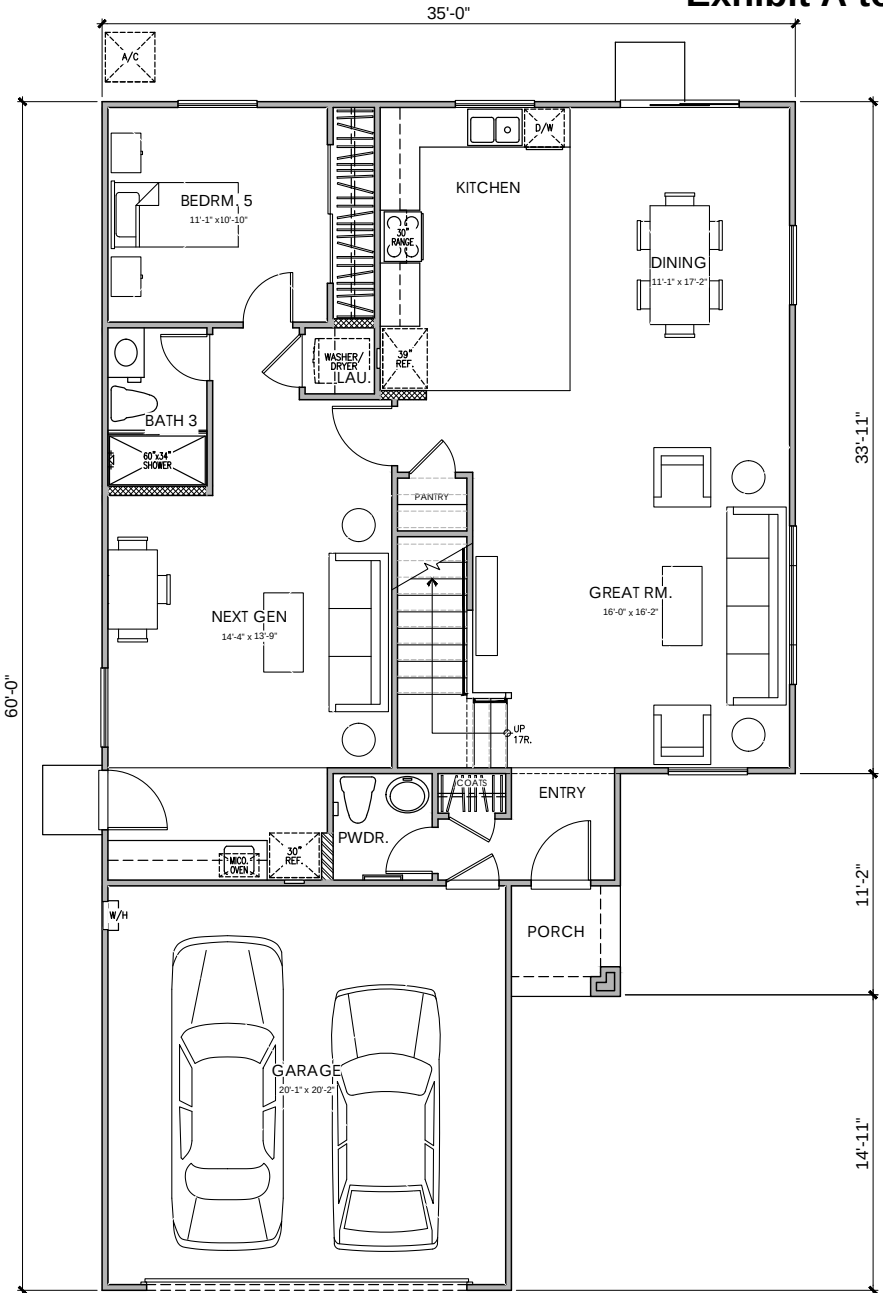
LEFT

COLOR SCHEME 9
PLAN 2184 "C"
TRADITIONAL ELEVATION





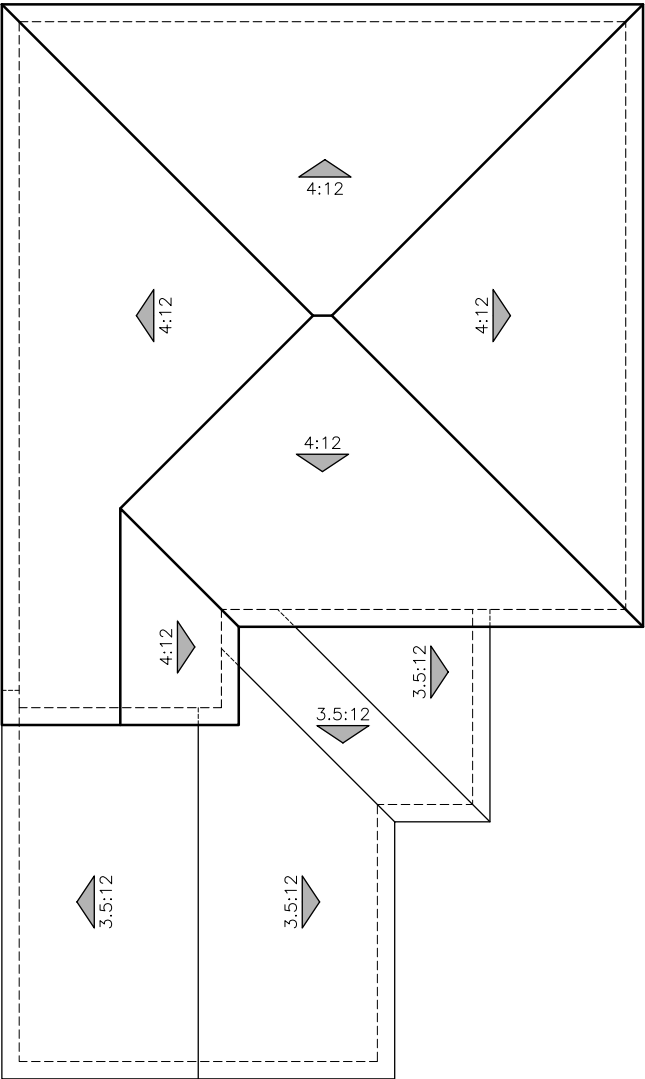
OPT. LOFT



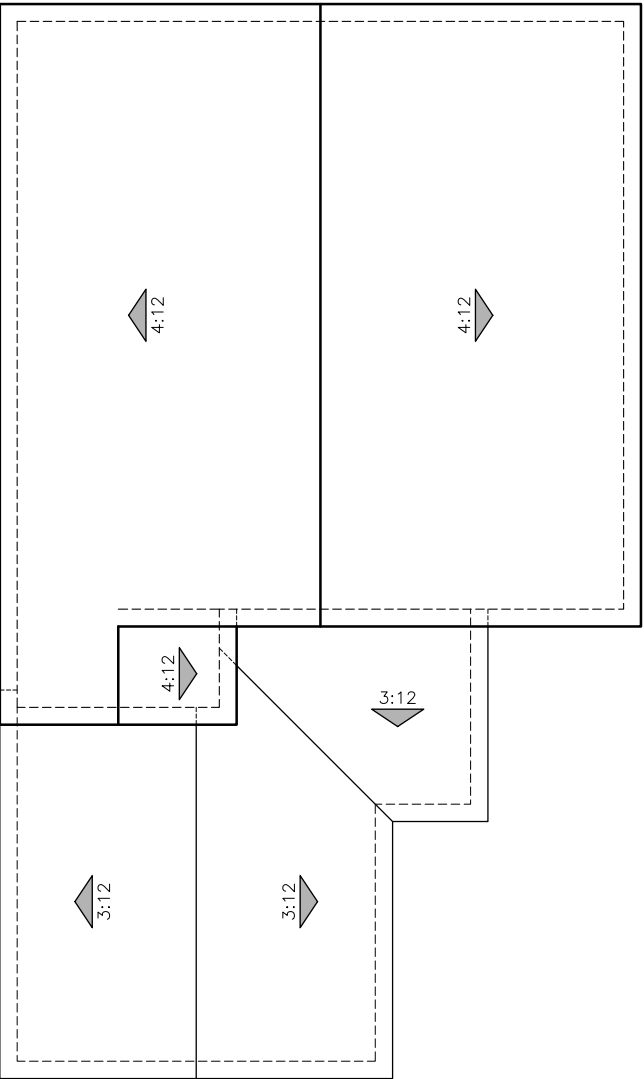
FIRST FLOOR PLAN

AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR AREA	1,335 SQ. FT.
SECOND FLOOR AREA	1,201 SQ. FT.
TOTAL DWELLING	2,536 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	422 SQ. FT.
PORCH "A"	31 SQ. FT.
PORCH "B"	31 SQ. FT.
PORCH "C"	31 SQ. FT.

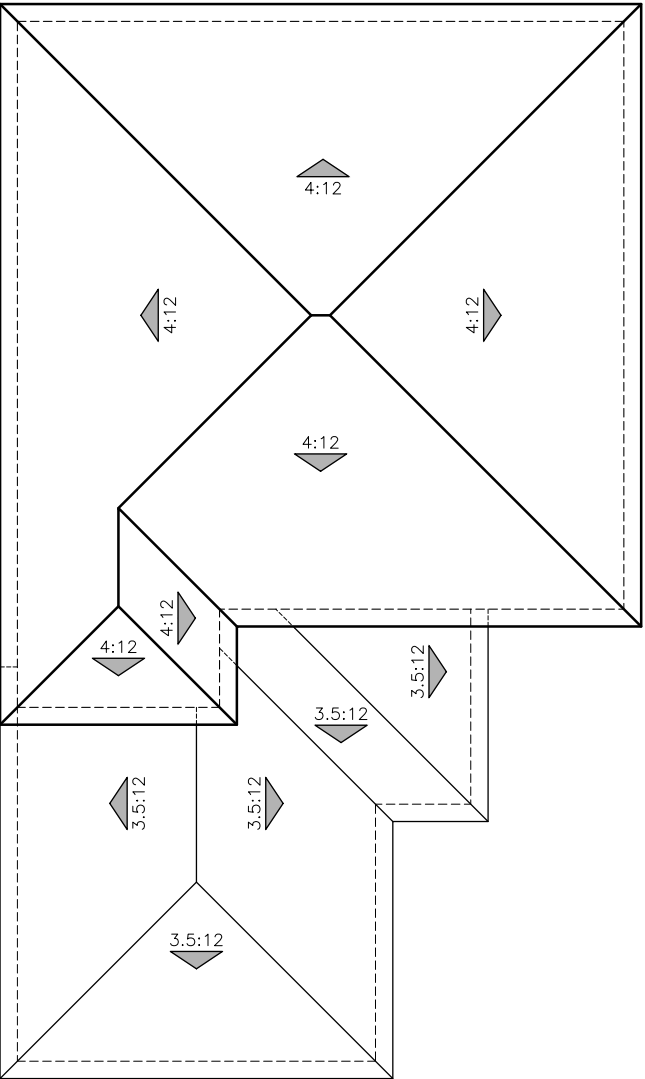




"A" - SPANISH



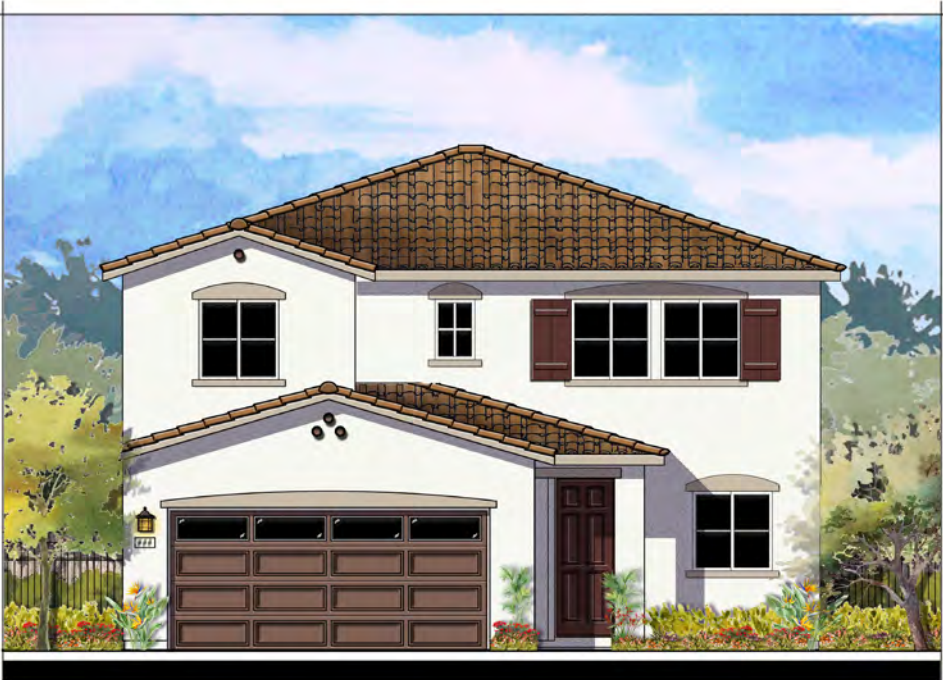
"B" - RANCH



"C" - TRADITIONAL

ROOF PLANS
PLAN 2536





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SPANISH



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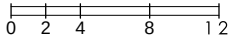
RANCH



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TRADITIONAL

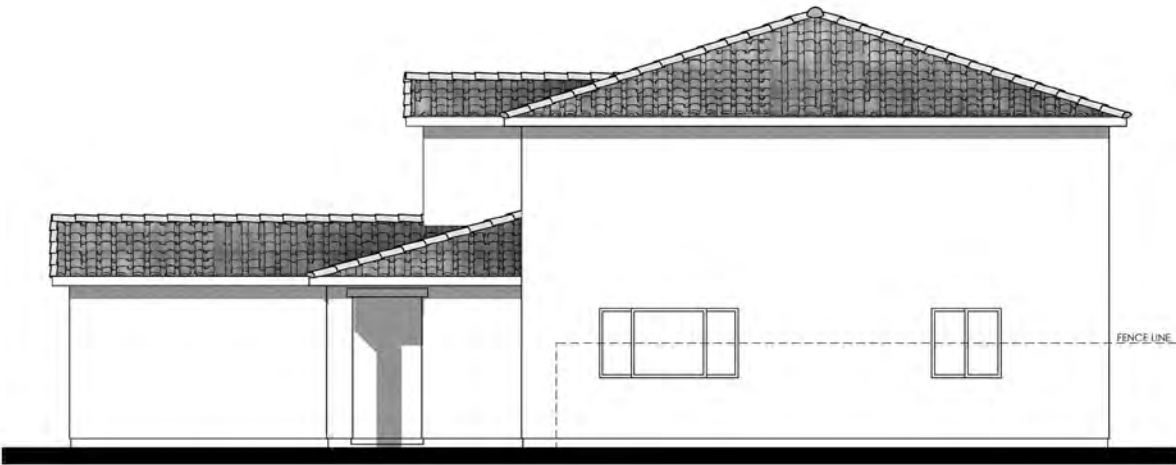
PLAN 2536
5 BEDROOM, 3.5 BATH, 2 CAR GARAGE, OPT. LOFT



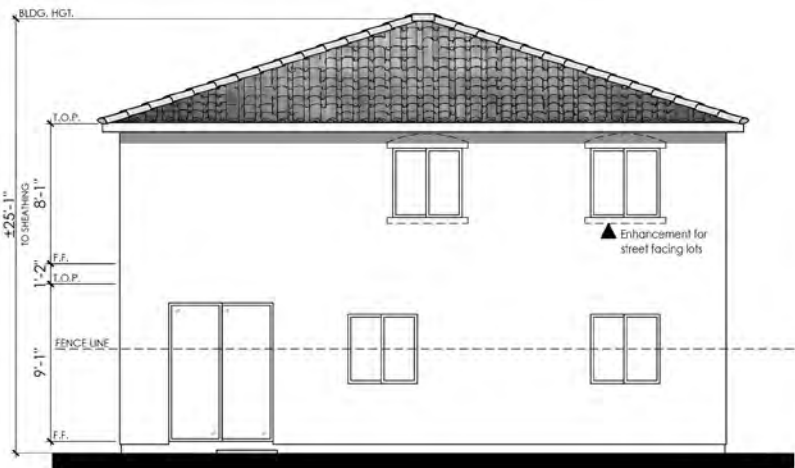


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FRONT



RIGHT

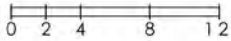


REAR



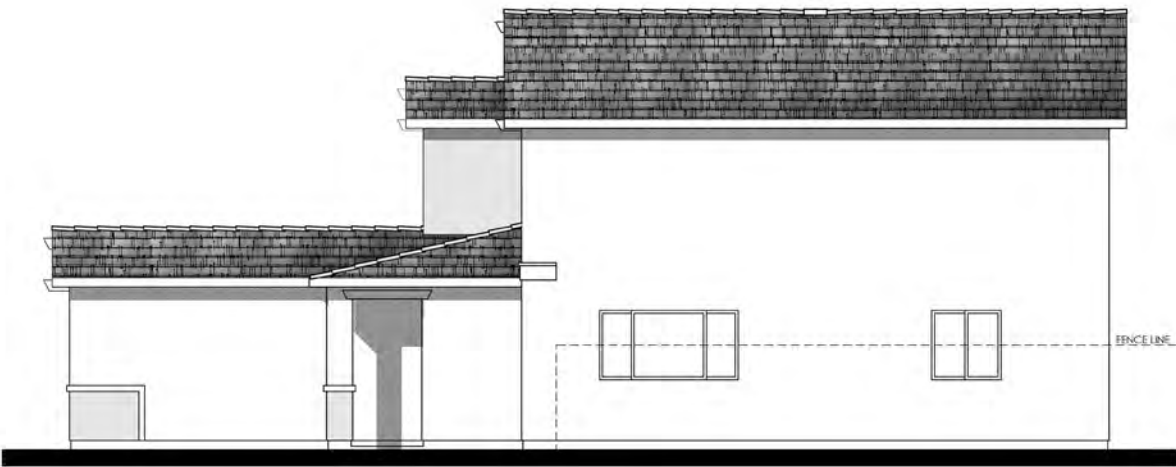
LEFT

COLOR SCHEME 1
PLAN 2536 "A"
SPANISH ELEVATION

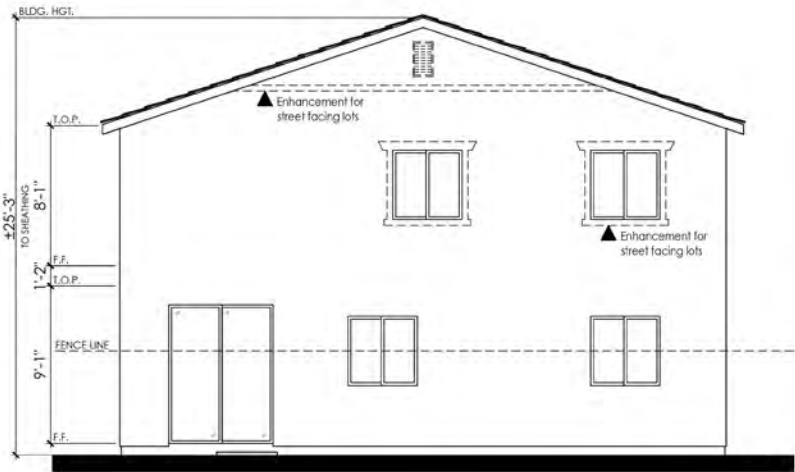




FRONT



RIGHT

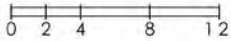


REAR



LEFT

COLOR SCHEME 4
PLAN 2536 "B"
RANCH ELEVATION

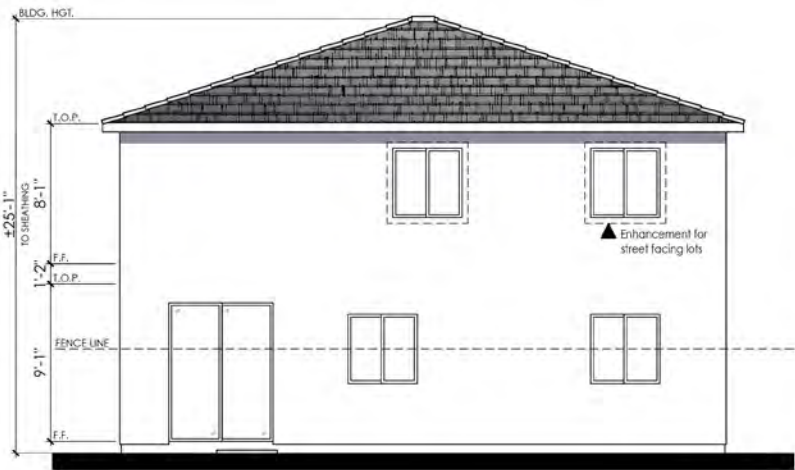




FRONT



RIGHT

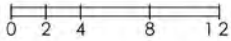


REAR



LEFT

COLOR SCHEME 7
PLAN 2536 "C"
TRADITIONAL ELEVATION





COLOR SCHEMES PALETTES

GRANTLINE 208 II
RANCHO CORDOVA, CA

PROJECT	19069
CREATED	7/16/2019
Revisions	8/21/2019
	8/26/2019

PAINT:	SHERWIN WILLIAMS
ROOF:	BORAL

"A" ELEVATIONS SPANISH		SCHEME 1	SCHEME 2	SCHEME 3
MAIN STUCCO		SW6063	SW7687	SW7518
BODY PAINT		NICE WHITE	AUGUST MOON	BEACH HOUSE
FASCIA / TRIM / GARAGE DOOR		SW2807 ROOKWOOD MEDIUM BROWN	SW6110 STEADY BROWN	SW6089 GROUNDED
FRONT DOOR / SHUTTERS		SW6034 ARRESTING AUBURN	SW7604 SMOKY BLUE	SW6202 CAST IRON
GABLE END DETAIL		SW6061 TANBARK	SW6061 TANBARK	SW6061 TANBARK
ROOF: LOW PROFILE "S" VILLA		1VICS6129 MARBLED TERRA COTTA	1VICS6129 MARBLED TERRA COTTA	1VICS6129 MARBLED TERRA COTTA

"B" ELEVATIONS RANCH		SCHEME 4	SCHEME 5	SCHEME 6
MAIN STUCCO		SW6108	SW6066	SW6150
BODY PAINT		LATTE	SAND TRAP	UNIVERSAL KHAKI
SECONDARY STUCCO / WAINSCOT		SW6109 HOPSACK	SW6067 MOCHA	SW6151 QUIVER TAN
GARAGE DOOR / GABLE		SW6111 COCONUT HUSK	SW6068 BREVITY BROWN	SW6152 SUPPERIOR BRONZE
FASCIA / TRIM		SW7041 VAN DYKE BROWN	SW6069 FRENCH ROAST	SW7055 ENDURING BRONZE
FRONT DOOR		SW7735 PALM LEAF	SW7593 RUSTIC RED	SW0044 HUBBARD SQUASH
ROOF: FLAT SHAKE		1FBCF1132 CHARCOAL BRWN BLD	1FBCF1132 CHARCOAL BRWN BLD	1FBCF1132 CHARCOAL BRWN BLD

"C" ELEVATIONS TRADITIONAL		SCHEME 7	SCHEME 8	SCHEME 9
MAIN STUCCO		SW7022	SW7526	SW7050
BODY PAINT		ALPACA	MAISON BLANCHE	USEFUL GRAY
SECONDARY STUCCO		SW9168 ELEPHANT EAR	SW7549 STUDIO TAUPE	SW2821 DOWNING STONE
FASCIA / TRIM / GARAGE DOOR		SW7006 EXTRA WHITE	SW7003 TOQUE WHITE	SW7006 EXTRA WHITE
FRONT DOOR		SW7674 PEPPERCORN	SW6200 LINK GRAY	SW7617 MEDITERRANEAN
ROOF: FLAT SLATE		1FACS1430 CHARCOAL BLD	1FACS1430 CHARCOAL BLD	1FACS1430 CHARCOAL BLD

ALL FLASHING, GUTTERS, DOWNSPOUTS ETC. TO BE PAINTED TO MATCH ADJACENT SURFACE.
ALL PAINT BREAKS TO BE CUT AT **INSIDE** CORNERS.



WRITTEN COLOR SCHEMES

SPANISH
SCHEME #1

STUCCO BODY

ROOF

FASCIA / TRIM

GARAGE DOOR

FRONT DOOR / SHUTTERS

LENNAR
#19069
JULY 23, 2019

GRANTLINE 208 II
RANCHO CORDOVA, CA

Kevin L. Crook
Architect
Inc
PLANNING + ARCHITECTURE

SPANISH
SCHEME #2

STUCCO BODY

ROOF

FASCIA / TRIM

GARAGE DOOR

FRONT DOOR / SHUTTERS

LENNAR
#19069
JULY 23, 2019

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RANCHO CORDOVA, CA

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SPANISH
SCHEME #3

STUCCO BODY

ROOF

FASCIA / TRIM

GARAGE DOOR

FRONT DOOR / SHUTTERS

LENNAR
#19069
JULY 23, 2019

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RANCHO CORDOVA, CA

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RANCH
SCHEME #4

STUCCO BODY

SECONDARY STUCCO / GARAGE DOOR

FASCIA / TRIM

FRONT DOOR

ROOF

LENNAR

#19069
JULY 23, 2019

GRANTLINE 208 II
RANCHO CORDOVA, CA

Kevin L. Crook
Architect Inc
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RANCH
SCHEME #5

STUCCO BODY

SECONDARY STUCCO / GARAGE DOOR

FASCIA / TRIM

FRONT DOOR

ROOF

LENNAR

#19069
JULY 23, 2019

GRANTLINE 208 II
RANCHO CORDOVA, CA

Kevin L. Crook
Architect Inc
PLANNING + ARCHITECTURE

RANCH
SCHEME #6

STUCCO BODY

SECONDARY STUCCO / GARAGE DOOR

FASCIA / TRIM

FRONT DOOR

ROOF

LENNAR

#19069
JULY 23, 2019

GRANTLINE 208 II
RANCHO CORDOVA, CA

Kevin L. Crook
Architect Inc
PLANNING + ARCHITECTURE

TRADITIONAL
SCHEME #7

STUCCO BODY

SECONDARY STUCCO

FASCIA / TRIM / GARAGE DOOR

FRONT DOOR

ROOF

LENNAR

#19069
JULY 23, 2019

GRANTLINE 208 II
RANCHO CORDOVA, CA

Kevin L. Crook
Architect Inc
PLANNING + ARCHITECTURE

TRADITIONAL
SCHEME #8

STUCCO BODY

SECONDARY STUCCO

FASCIA / TRIM / GARAGE DOOR

FRONT DOOR

ROOF

LENNAR

#19069
JULY 23, 2019

GRANTLINE 208 II
RANCHO CORDOVA, CA

Kevin L. Crook
Architect Inc
PLANNING + ARCHITECTURE

TRADITIONAL
SCHEME #9

STUCCO BODY

SECONDARY STUCCO

FASCIA / TRIM / GARAGE DOOR

FRONT DOOR

ROOF

LENNAR

#19069
JULY 23, 2019

GRANTLINE 208 II
RANCHO CORDOVA, CA

Kevin L. Crook
Architect Inc
PLANNING + ARCHITECTURE

COLORS MAY VARY DUE TO SCREEN AND PRINTER
CALIBRATION. REFER TO PAINT CHIPS AND MATERIALS
CARDS FOR ACTUAL COLORS.

COLOR BOARDS - TRADITIONAL

LANDSCAPE PLAN



GRANTLINE 208 - 35' WIDE PRODUCT
RANCHO CORDOVA, CALIFORNIA
LENNAR
1420 ROCKY RIDGE DR. - #320 / ROSEVILLE, CA



Sym.	Revision	Date

Drawing Title
PLANTING LAYOUTS

Date
AUGUST 4, 2018
Drawn By
JL
Scale
1/8" = 1'-0"

L-1.3



TYPICAL INTERIOR LOT LAYOUT

P R E P A R E D B Y

Kevin L. Crook
Architect
Inc

P L A N N I N G + A R C H I T E C T U R E

HMA Architecture

2330 East Bidwell St., Ste. 204
Folsom, Ca. 95630
(916) 597-1500

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 (<u>Exhibit A</u>) for the nine thirteen new floor plans, elevations, color and materials sample and preliminary landscape plans to be built in Grantline 208. 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 approved project includes an adjustment that allows for a 15 foot rear yard setback and a 15 foot front yard setback. The adjustment shall only be applicable to 45' x 105' lots with a Plan 2 floor plan, all other lots shall be held to the rear yard setback (20% of the lot depth) as required by the Sunridge Specific Plan.	On-Going	Planning	
3.	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	
4.	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	
5.	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	

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 has existing overhead 12kV facilities along Grant Line Road that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 95 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.	On-Going	SMUD	
7.	Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.	On-Going	SMUD	
8.	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	
9.	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			
10.	The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.)	Prior to Building Permit Issuance	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)
11.	In the event the City requires an Irrevocable Offer of Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5 foot public utility easement (PUE) for overhead and/or underground facilities and appurtenances adjacent to the City's (IOD).	Prior to Building Permit Issuance	SMUD	
12.	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: http://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services	Prior to Building Permit Issuance	SMUD	
13.	The Applicant shall dedicate a 12.5 foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to all public street rights-of-ways.	Prior to Building Permit Issuance	SMUD	
14.	Applicant will include phasing of development and order of planned construction upon submitting a new service application to SMUD for the initial subdivision phase(s) and/or road improvement backbone project(s).	Prior to Building Permit Issuance	SMUD	
15.	Development should be phased to start adjacent to existing electrical infrastructure to minimize temporary overhead and/or underground electrical facilities	Prior to Building Permit Issuance	SMUD	
16.	Development phases submitted for new service should include all lots fronting streets.	Prior to Building Permit Issuance	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)
17.	The Applicant shall dedicate and provide all-weather vehicular access for service vehicles that are up to 26,000 pounds. At a minimum: (a) the drivable surface shall be 20-feet wide; and (b) all SMUD underground equipment and appurtenances shall be within 15-feet from drivable surface.	Prior to Building Permit Issuance	SMUD	
18.	Submit Master Plans that include final landscaping and fence plans for review and approval by the Planning Department.	Prior to Building Permit Issuance	Planning	
19.	Final landscape plan shall include the addition of weed barrier installed in Front yard prior to installation of ground cover for each production home.	Prior to Building Permit Issuance	Planning	
20.	The Applicant shall meet the following: Architectural Plans shall be submitted <u>and</u> approved prior to Final Building Permits being issued. If applicable: Fire Sprinkler and Fire Alarm plans shall be <u>submitted</u> prior to Final Building Permit being issued. Please note: The Sacramento Metro Fire District <u>does not</u> allow deferred submittals for Fire Sprinkler and/or Fire Alarm Plans.	Prior to Building Permit Issuance	Sac Metro Fire	
21.	SASD and SRCSD will require additional sewer impact fee payments in accordance with each District's Ordinances. Fees are to be paid prior to the issuance of building permits. Applicants should contact Permit Services Unit at permitservices@sacsewer.com or by phone at (916) 876-6100 for sewer impact fee information	Prior to Building Permit Issuance	SASD	
22.	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: Two of the same architectural styles or color schemes shall not be placed next to each other.	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)
	- No two of the same floor plans may be placed next to each other, unless they have different elevations. - Any two story house on a corner shall provide all the window trims and casing, shutters and other enhancements found on the front elevation on all sides, as shown on the design elevations. - Any home located on a corner lot shall provide all enhancements that are shown in the design review booklet as enhancements for street facing lots. The front yard setbacks for any two adjacent lots shall not be the same distance. A two foot offset shall be the minimum setback when plausible unless special circumstances do not allow. - Man doors are required in the garage to exit into the sideyard with the exception of Plan 1587, Plan 1879, Plan 2184, and Plan 2536 in the Verdant Collection. - Garage doors with windows shall be standard for all elevations and shall not be considered an option/upgrade. - All windows on all sides of the home, shall at a minimum, have pop-out trim on both top and bottom of the window.			
23.	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			

CONDITIONS OF APPROVAL

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
24.	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	
25.	Concrete paths must connect man doors to driveways as shown on the submitted landscape plan 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	
26.	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	
27.	Rear elevations for Village 3 lots 14, 15, and 16 adjacent to Grantline Road must contain additional enhancements for street facing lots as shown in the approved design booklet.	Prior to Final Occupancy	Planning	
28.	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	
29.	Gates shall be in accordance with Sacramento County Emergency Access Gates and Barriers Standard. Plan submittal is required prior to installation.	Prior to Final Occupancy	Sac Metro Fire	

CONDITIONS OF APPROVAL

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
30.	Rancho Cordova Police Department requests the following recommendations: - Landscaping should be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along fences and property lines and under vulnerable windows. - All curbs should be vertical in design. Round curbs should be avoided wherever possible. - Vertical wrought-iron fencing materials should be used for all fences between private lots and open space, parks, right of ways, or other public access land. This is to allow visibility to those areas and encourage residents to view activities in those areas. In addition this will make those areas less attractive to loiterers and others who wish to use those locations for criminal or mischievous purposes. - There should be on-street and driveway lighting to allow for adequate visibility by residents, law enforcement, and passerby during nighttime hours.	Prior to Final Occupancy	Rancho Cordova Police Department	

GRANTLINE 208

CITY OF RANCHO CORDOVA
CALIFORNIA



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45' LOT WIDTH

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1880
PLAN
45' LOT WIDTH

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COLOR & MATERIALS - ELEVATION A 21

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2365
PLAN
45' LOT WIDTH

FLOOR PLAN 27

COLOR & MATERIALS - ELEVATION A 29

COLOR & MATERIALS - ELEVATION B 31

COLOR & MATERIALS - ELEVATION C 33

2617
PLAN
45' LOT WIDTH

FLOOR PLAN 35

COLOR & MATERIALS - ELEVATION A 37

COLOR & MATERIALS - ELEVATION B 39

COLOR & MATERIALS - ELEVATION C 41

VENTANA 45' PRODUCT

1950
PLAN
55' LOT WIDTH

FLOOR PLAN 43

COLOR & MATERIALS - ELEVATION A 45

COLOR & MATERIALS - ELEVATION B 47

COLOR & MATERIALS - ELEVATION C 49

2145
PLAN
55' LOT WIDTH

FLOOR PLAN 51

COLOR & MATERIALS - ELEVATION A 53

COLOR & MATERIALS - ELEVATION B 55

COLOR & MATERIALS - ELEVATION C 57

2874
PLAN
55' LOT WIDTH

FLOOR PLAN 59

COLOR & MATERIALS - ELEVATION A 61

COLOR & MATERIALS - ELEVATION B 63

COLOR & MATERIALS - ELEVATION C 65

3175
PLAN
55' LOT WIDTH

FLOOR PLAN 67

COLOR & MATERIALS - ELEVATION A 69

COLOR & MATERIALS - ELEVATION B 71

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3312
PLAN
55' LOT WIDTH

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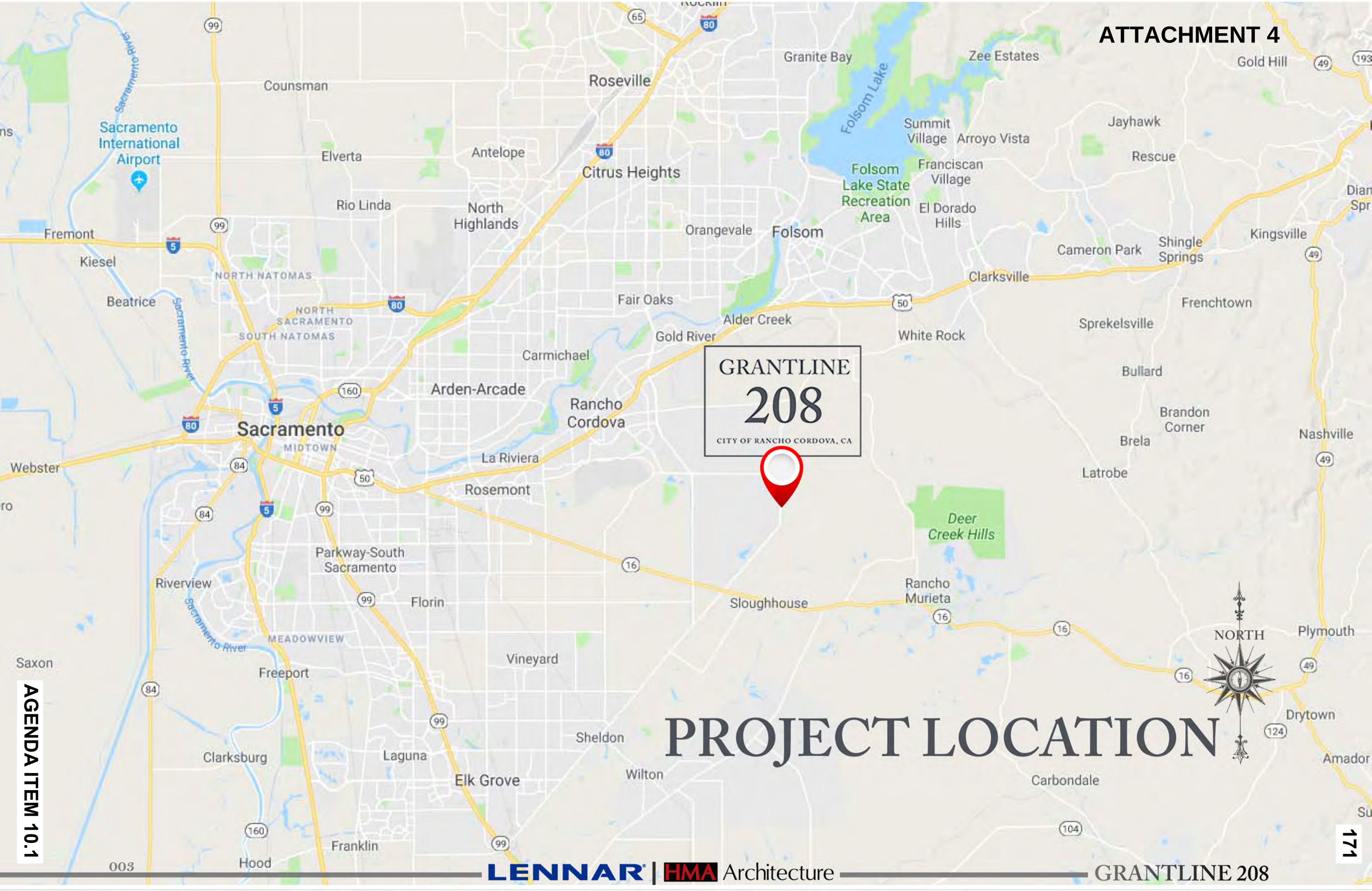
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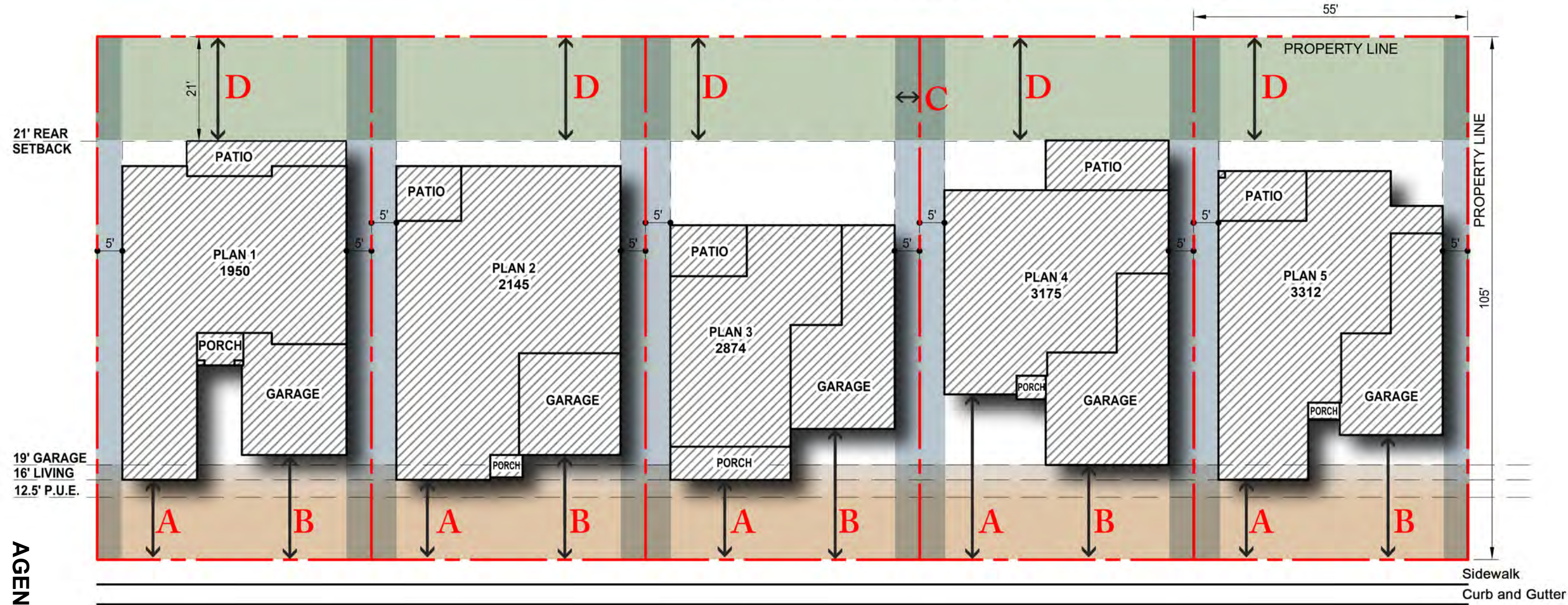
AGENDA ITEM 10.1



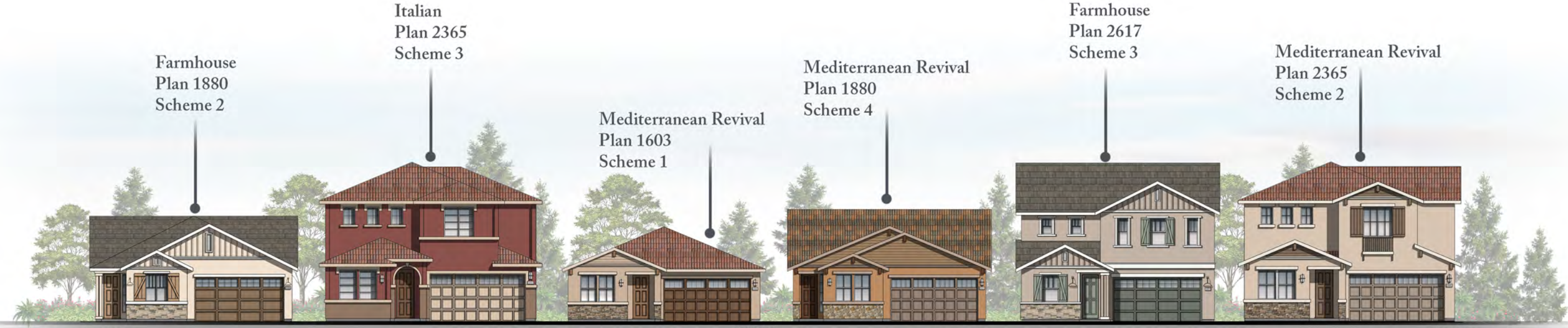
SETBACK EXHIBIT

The following Exhibit displays typical lot conditions within the Grantline 208 Development

Typical Lot Characteristics : 55' Lot Width 105' Lot Depth



STREETSCAPE EXHIBIT



Viridian | 35's Product



Ventana | 45's Product

AGENDA ITEM 10.1

ARCHITECTURAL INSPIRATIONS



ITALIAN STYLE

Distinct features of Italian Villa architecture are influenced by the emergence of world travel in the late 1800's, with the ability to travel to Italy, Americans experienced the architecture firsthand and began to bring elements of the style back to America. Italian Villa architecture is simple and formal, with details such as arches and decorative window surrounds characterizing the style. Roof forms are simple with low pitches.

5:12 roof slope



MEDITERRANEAN REVIVAL

Mediterranean Revival is a design style introduced in the United States in the waning nineteenth century, Peaking in popularity during the 1920s and 1930s, the movement drew heavily on the style of palaces and seaside villas and applied them to the rapidly expanding coastal resorts of California and Florida. Structures are typically based on a rectangular floor plan, and feature massive, symmetrical primary façades. Stuccoed walls, red tiled roofs, windows in the shape of arches or circles, one or two stories, wood or wrought iron balconies with window grilles, and articulated door surrounds are characteristic.[1][2] Keystones were occasionally employed. Ornamentation may be simple or dramatic.

5:12 roof slope



FARMHOUSE STYLE

The Farmhouse style is representative of the rural agricultural countryside so prevalent of northern and central California. Casual in form, this style is elegant in its clean simplicity. The style often features layered forward-facing gable roof forms, covered porches, shutters, and traditional brick accents.

6:12 roof slope

ARCHITECTURAL INSPIRATIONS



TUSCAN STYLE

Tuscan architecture is the traditional architecture of Tuscany, a region in central Italy. Stone, wood, wrought iron and tile are some of the building materials commonly used in Tuscan style buildings. With simple, clean lines and design elements drawn from as long ago as the Roman Empire, Tuscan architecture is a rustic yet sophisticated style particularly suited to its original Mediterranean setting and increasingly used in other parts of the world.

5:12 roof slope



CRAFTSMAN STYLE

The Craftsman style home is simple informal, and efficient, and the exteriors emphasize the use of natural materials. The Craftsman style primarily exhibits horizontal floor plans, covered porches, and low slung roof forms. True to the nature of the design, exteriors are often painted in colors found naturally in the surroundings environment. Craftsman homes are characterized by exposed or expressive structural elements like battered columns and knee braces at the eaves

5:12 roof slope

PLANS

					
Loft	   	   	   	   	   
Two Story	   	   	   	   	   
Garage	   	   	   	   	   
Bathroom	   	   	   	   	   
Bedroom	   	   	   	   	   
	   	   	   	   	   
	   	   	   	   	   
	   	   	   	   	   
	  	  	  	  	  

1603
PLAN

1880
PLAN

2365
PLAN

2617
PLAN

1950
PLAN

2145
PLAN

2874
PLAN

3175
PLAN

178
PLAN

PLAN
1603 SQ. FT.

1 
SINGLE
STORY

2 
CAR
GARAGE

2 
BATHROOMS

3 
BEDROOMS



MEDITERRANEAN REVIVAL COLOR SCHEMES

ELEVATION "A"

SCHEME 1



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6100	Practical Beige	Main Body
Accent	SW 6095	Toasty	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 9096	Beige Intenso	Siding Panels

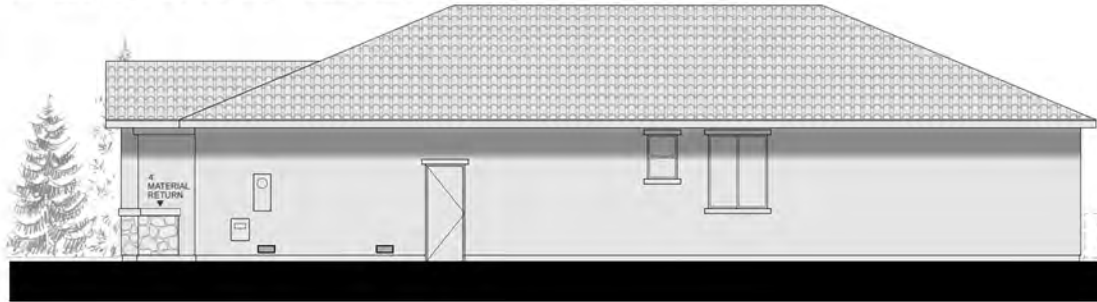
SCHEME 2



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6099	Sand Dollar	Main Body
Accent	SW 7509	Tiki Hut	Accent Areas
Trim	SW 7101	Futon	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 7037	Balanced Beige	Siding Panels

RIGHT ELEVATION



REAR ELEVATION



MEDITERRANEAN REVIVAL COLOR SCHEMES
ELEVATION "A"

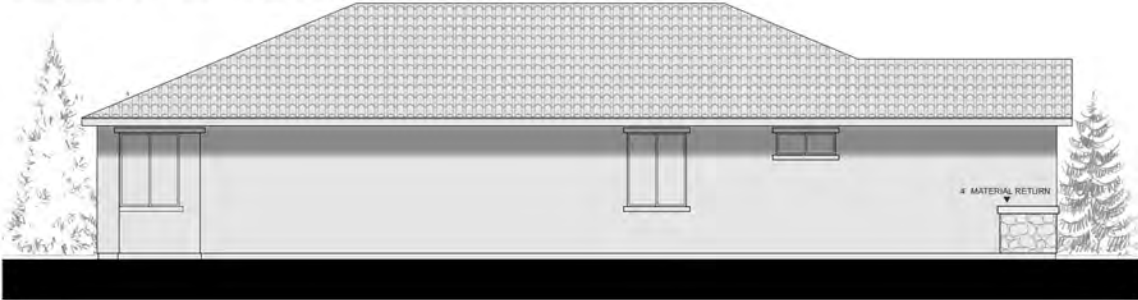
SCHEME 3



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 7502	Dry Dock	Main Body
Accent	SW 9091	Half-Caff	Accent Areas
Trim	SW 6092	Lightweight Beige	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Bucks County	Masonry Area
Second Base Color	SW 6081	Down Home	Siding Panels

LEFT ELEVATION



SCHEME 4

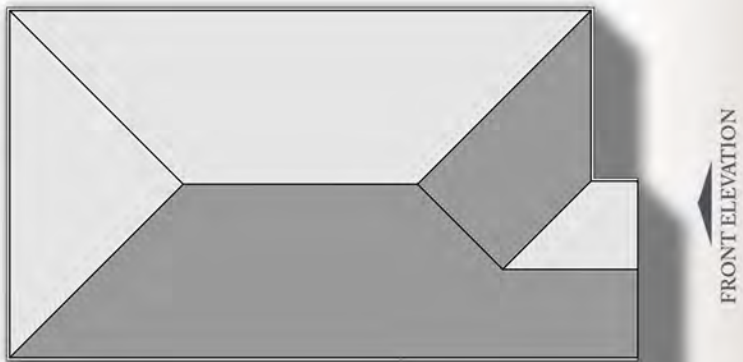


LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6090	Java	Accent Areas
Trim	SW 6066	Sand Trap	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Aspen	Masonry Area
Second Base Color	SW 6109	Hopsack	Siding Panels

ROOF
PLAN

ROOF PITCH 5:12



ITALIAN COLOR SCHEMES
ELEVATION "B"

SCHEME 1



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6093	Familiar Beige	Main Body
Accent	SW 6241	Aleutian	Accent Areas
Trim	SW 7562	Roman Column	Trim, Fascia, Garage Door
Second Base Color	SW 7502	Dry Dock	Main Entry

SCHEME 2

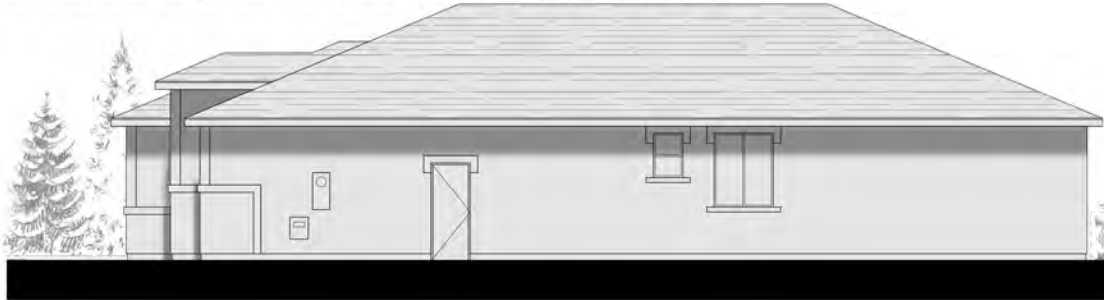


MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 0053	Porcelain	Trim, Fascia, Garage Door
Second Base Color	SW 7710	Brandywine	Main Entry

RIGHT ELEVATION



REAR ELEVATION



ITALIAN COLOR SCHEMES
ELEVATION “B”

SCHEME 3



Trim Roofing Main Body Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0006	Toile Red	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7719	Fresco Cream	Trim, Fascia, Garage Door
Second Base Color	SW 6081	Down Home	Main Entry

SCHEME 4



Trim Roofing Main Body Accent Second Color

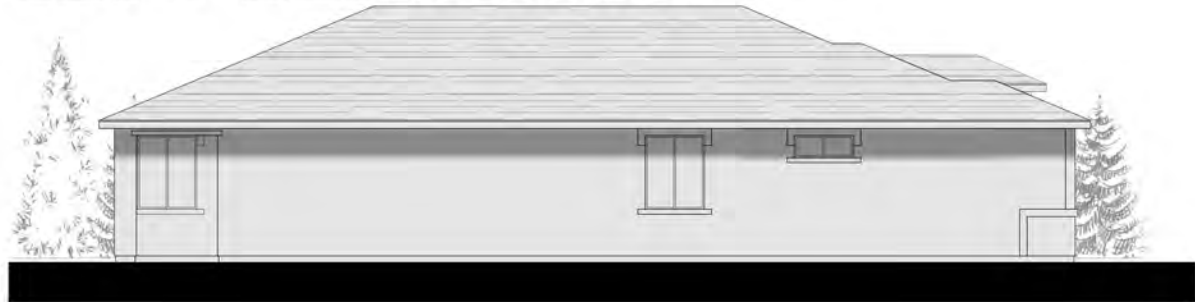
MATERIAL
EXAMPLE



LEGEND

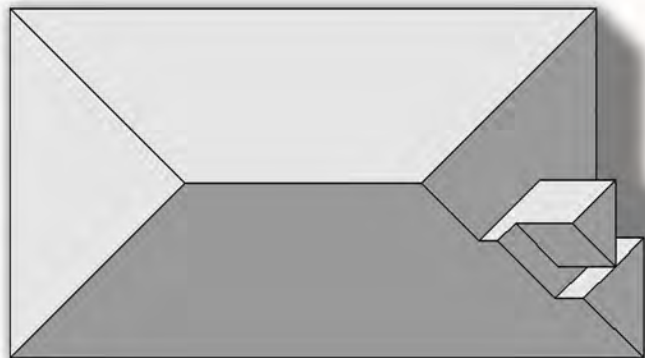
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6394	Sequin	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Second Base Color	SW 7038	Tony Taupe	Main Entry

LEFT ELEVATION



ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

FARMHOUSE COLOR SCHEMES
ELEVATION "C"

SCHEME 1



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country LedgeStone-Echo Ridge	Masonry Area

SCHEME 2



Trim Roofing Main Body Stone Accent

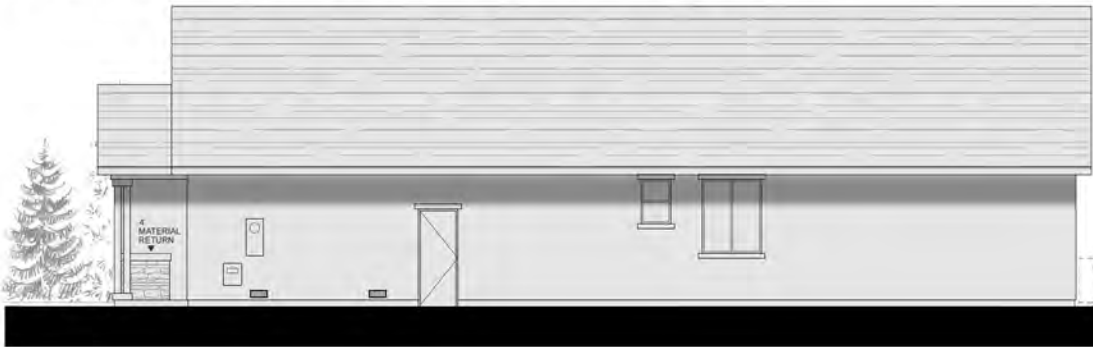
MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country LedgeStone-Echo Ridge	Masonry Area

RIGHT ELEVATION



REAR ELEVATION



FARMHOUSE COLOR SCHEMES
ELEVATION "C"

SCHEME 3



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country LedgeStone-Echo Ridge	Masonry Area

SCHEME 4



Trim Roofing Main Body Stone Accent

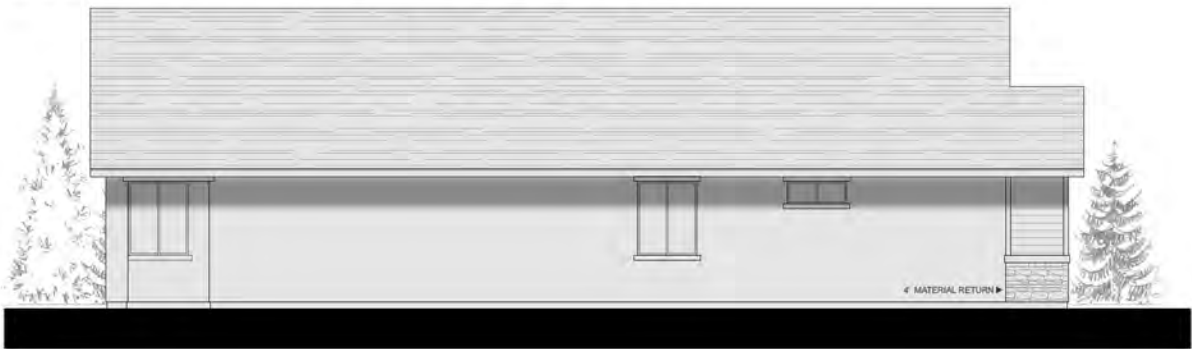
MATERIAL
EXAMPLE



LEGEND

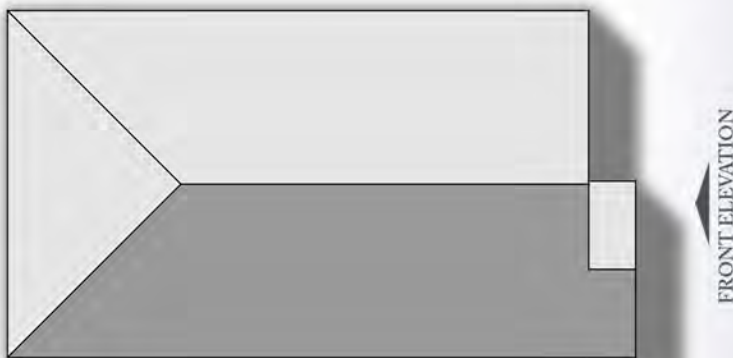
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country LedgeStone-Echo Ridge	Masonry Area

LEFT ELEVATION



ROOF
PLAN

ROOF PITCH 6:12



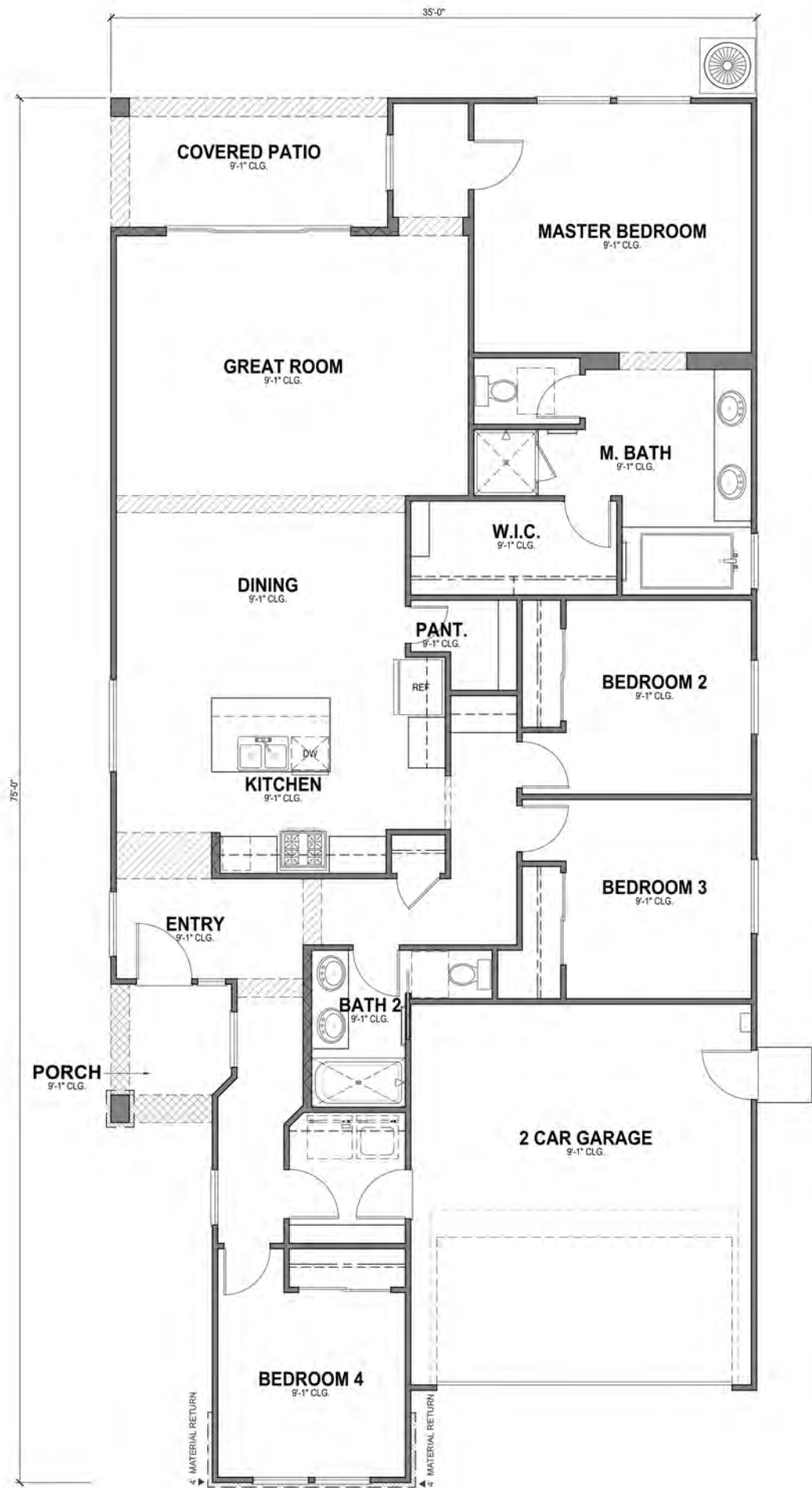
PLAN
1880 SQ. FT.

1 
SINGLE
STORY

2 
CAR
GARAGE

2 
BATHROOMS

4 
BEDROOMS



FLOOR PLAN

[A] MEDITERRANEAN REVIVAL	1880
[B] ITALIAN	2365
[C] FARMHOUSE	2617
	1950
	2145
	2874
	3175
	188

MEDITERRANEAN REVIVAL COLOR SCHEMES

ELEVATION "A"

SCHEME 1



MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6100	Practical Beige	Main Body
Accent	SW 6095	Toasty	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 9096	Beige Intenso	Siding Panels

SCHEME 2



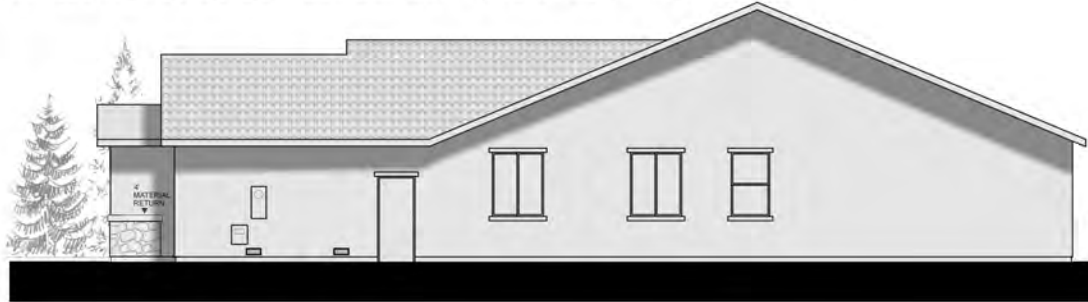
MATERIAL
EXAMPLE



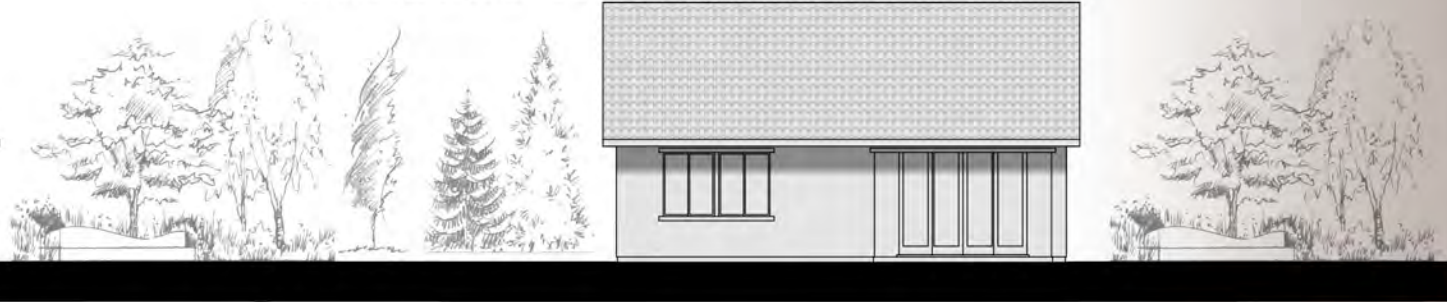
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6099	Sand Dollar	Main Body
Accent	SW 7509	Tiki Hut	Accent Areas
Trim	SW 7101	Futon	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 7037	Balanced Beige	Siding Panels

RIGHT ELEVATION



REAR ELEVATION



MEDITERRANEAN REVIVAL COLOR SCHEMES

ELEVATION "A"

SCHEME 3



MATERIAL EXAMPLE

Trim Roofing Main Body Stone Accent Second Color

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 7502	Dry Dock	Main Body
Accent	SW 9091	Half-Caff	Accent Areas
Trim	SW 6092	Lightweight Beige	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Bucks County	Masonry Area
Second Base Color	SW 6081	Down Home	Siding Panels

SCHEME 4



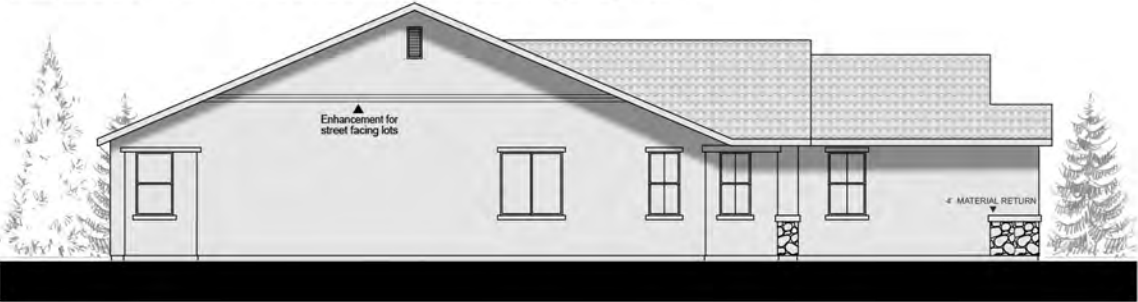
MATERIAL EXAMPLE

Trim Roofing Main Body Stone Accent Second Color

LEGEND

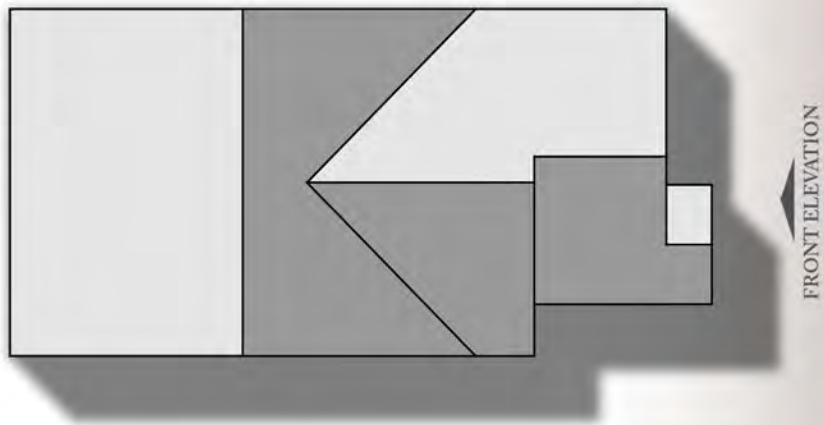
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6090	Java	Accent Areas
Trim	SW 6066	Sand Trap	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Aspen	Masonry Area
Second Base Color	SW 6109	Hopsack	Siding Panels

LEFT ELEVATION



ROOF PLAN

ROOF PITCH 5:12



ITALIAN COLOR SCHEMES
ELEVATION “B”

SCHEME 1



MATERIAL EXAMPLE

Trim Roofing Main Body Accent 1 Second Color

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6093	Familiar Beige	Main Body
Accent	SW 6241	Aleutian	Accent Areas
Trim	SW 7562	Roman Column	Trim, Fascia, Garage Door
Second Base Color	SW 7502	Dry Dock	Masonry Area

SCHEME 2



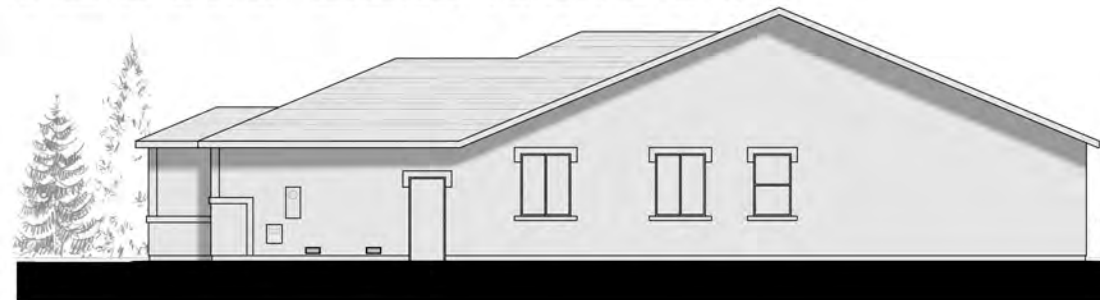
MATERIAL EXAMPLE

Trim Roofing Main Body Accent Second Color

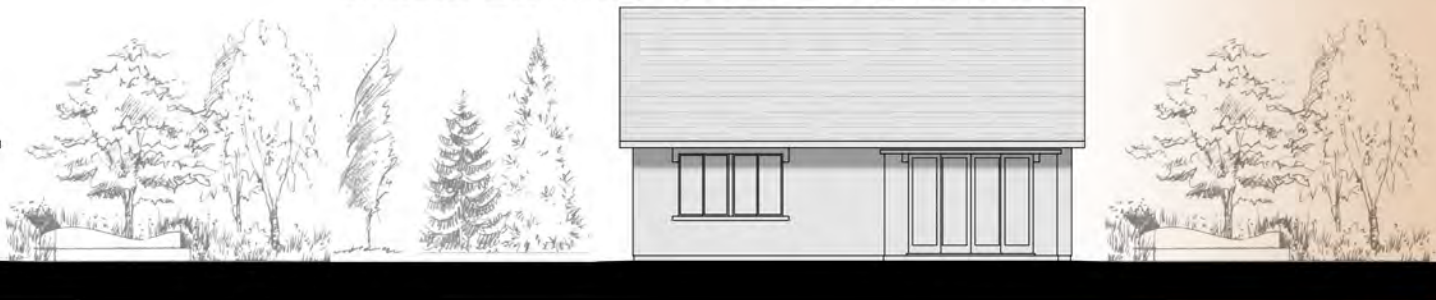
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 0053	Porcelain	Trim, Fascia, Garage Door
Second Base Color	SW 7710	Brandywine	Masonry Area

RIGHT ELEVATION



REAR ELEVATION



ITALIAN COLOR SCHEMES
ELEVATION "B"

SCHEME 3



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0006	Toile Red	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7719	Fresco Cream	Trim, Fascia, Garage Door
Second Base Color	SW 6081	Down Home	Masonry Area

SCHEME 4

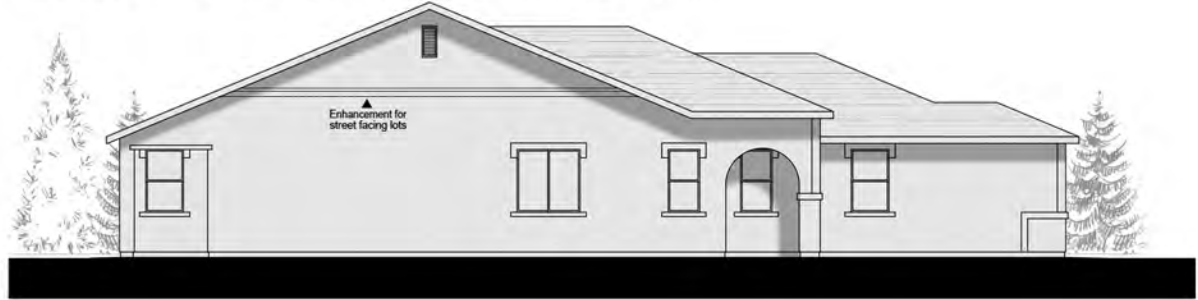


MATERIAL
EXAMPLE

LEGEND

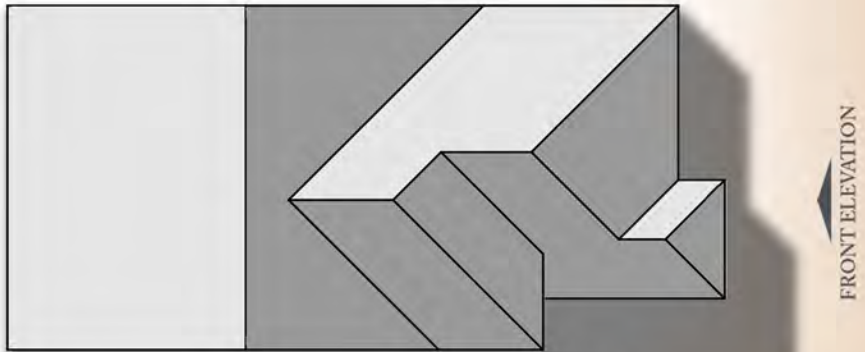
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6394	Sequin	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Second Base Color	SW 7038	Tony Taupe	Masonry Area

LEFT ELEVATION



ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

FARMHOUSE COLOR SCHEMES
ELEVATION "C"

SCHEME 1



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 2



Trim Roofing Main Body Stone Accent

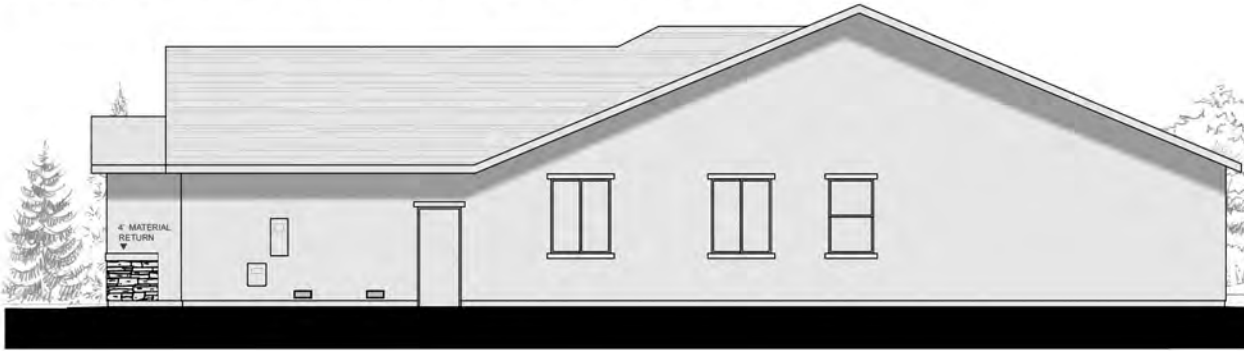
MATERIAL
EXAMPLE



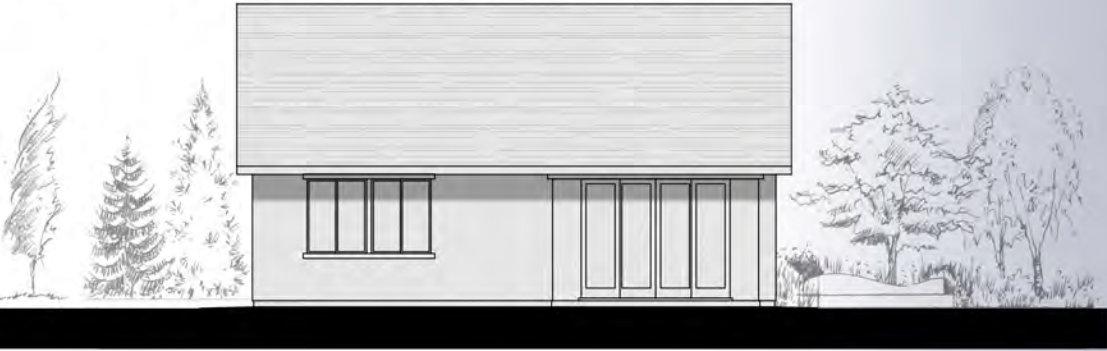
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

RIGHT ELEVATION



REAR ELEVATION



FARMHOUSE COLOR SCHEMES
ELEVATION "C"

SCHEME 3



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 4



Trim Roofing Main Body Stone Accent

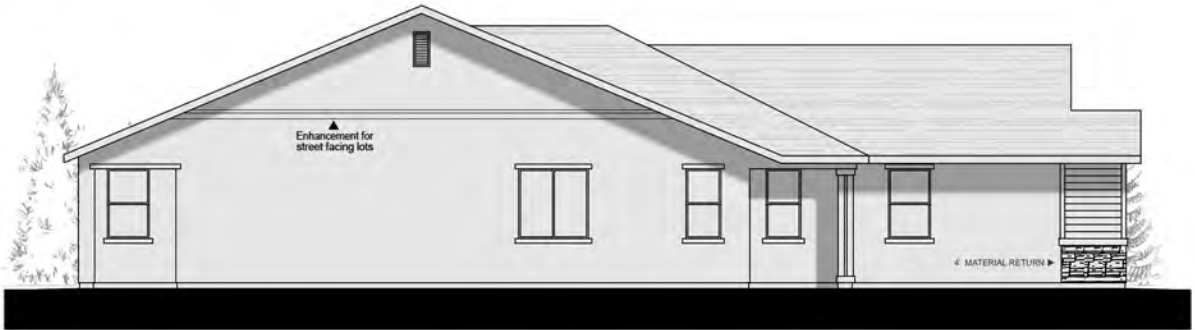
MATERIAL
EXAMPLE



LEGEND

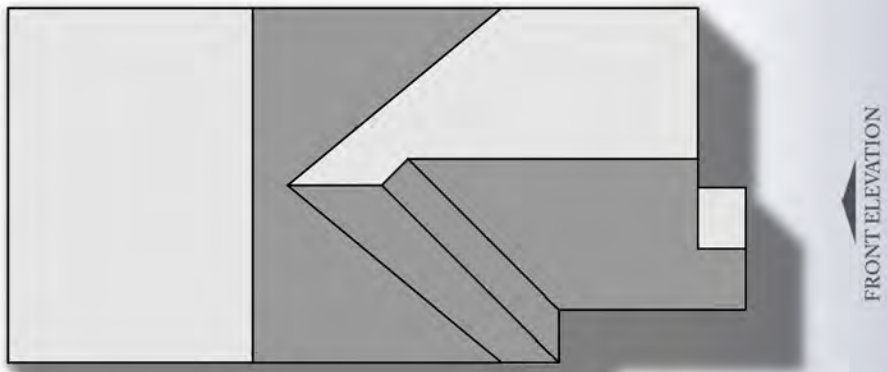
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

LEFT ELEVATION



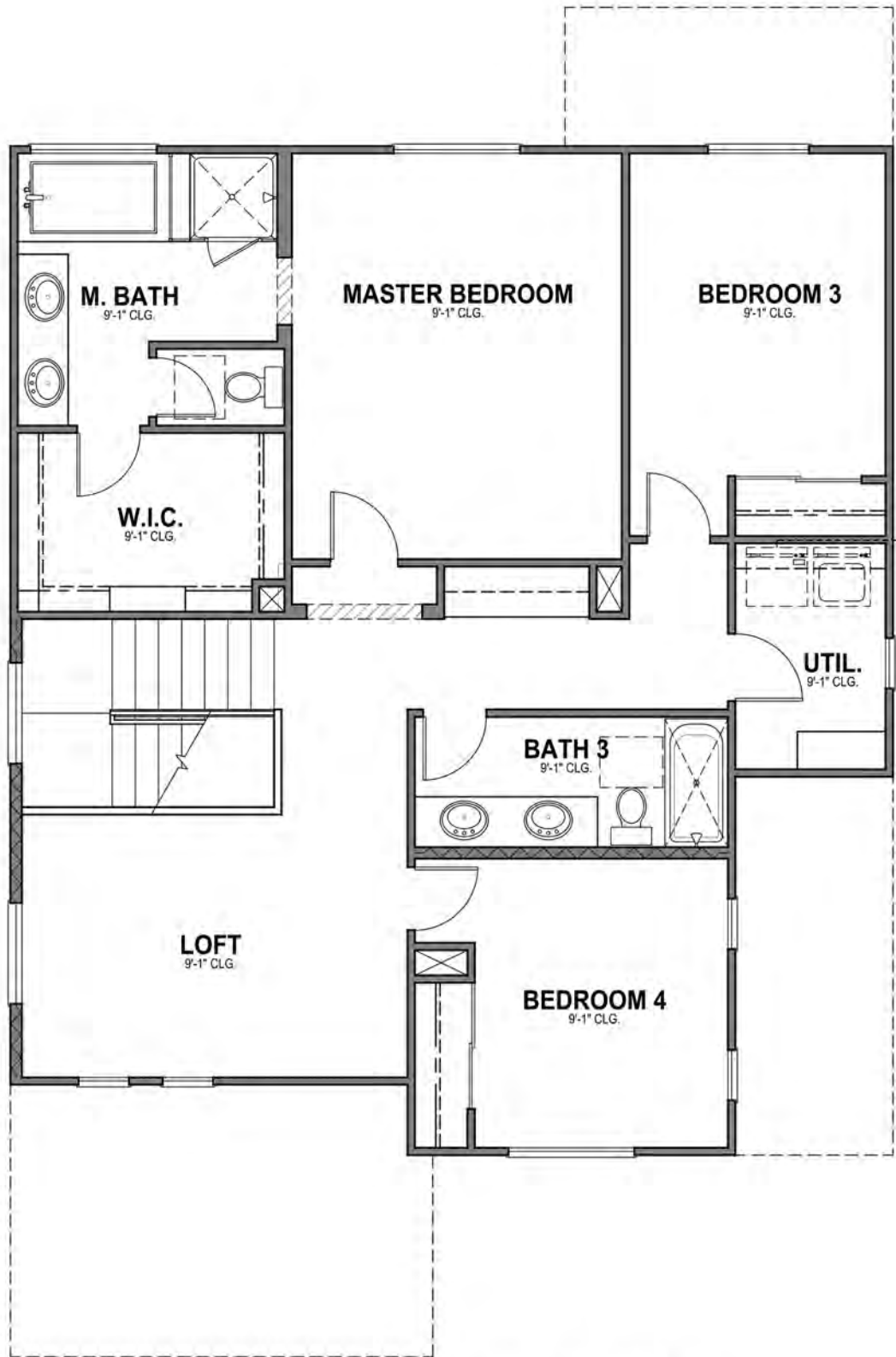
ROOF
PLAN

ROOF PITCH 6:12

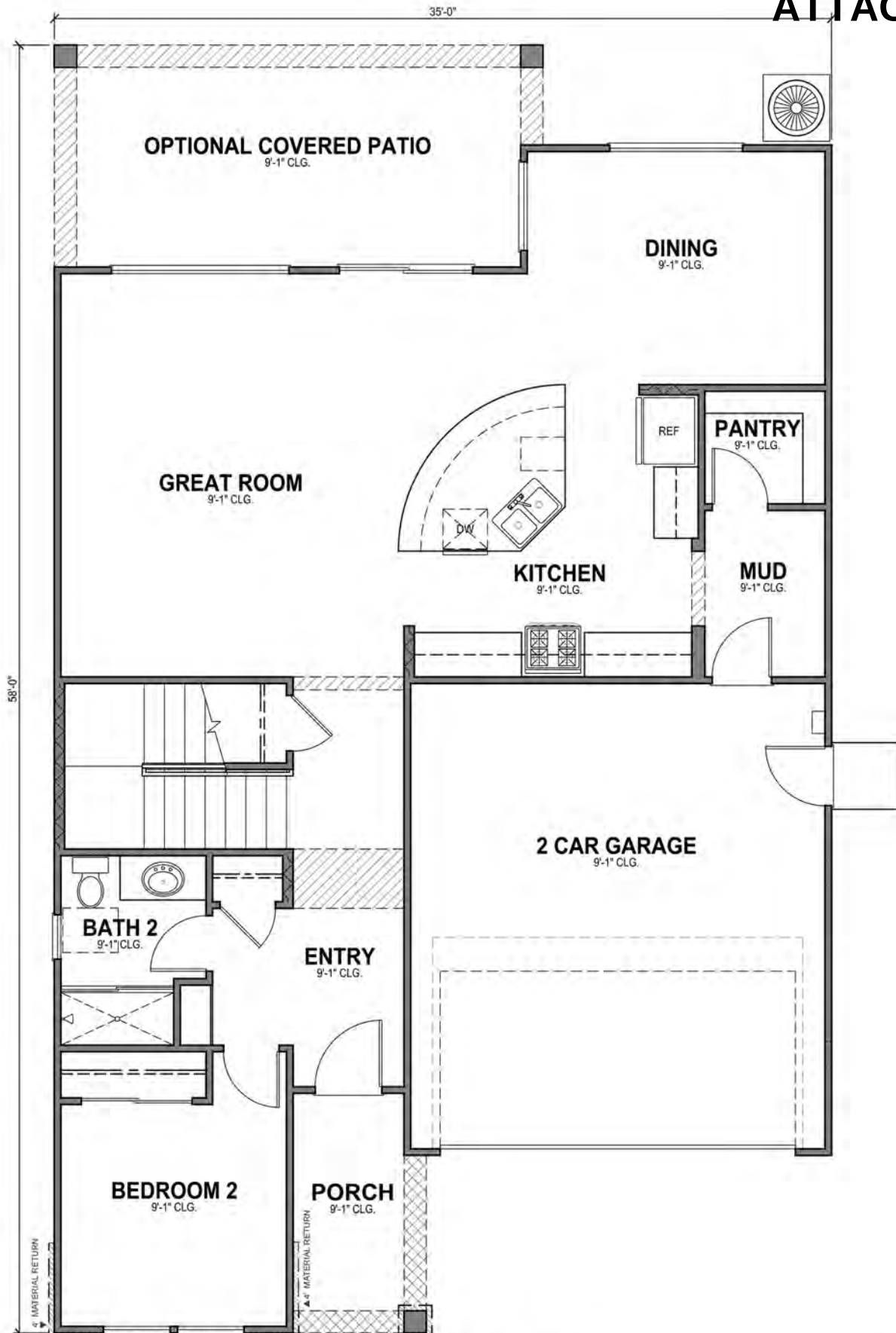


PLAN
2365 SQ. FT.

1  LOFT
2  TWO STORY
2  CAR GARAGE
3  BATHROOMS
4  BEDROOMS



SECOND LEVEL FLOOR PLAN



MAIN LEVEL FLOOR PLAN

MEDITERRANEAN REVIVAL COLOR SCHEMES

ELEVATION "A"

SCHEME 1



MATERIAL EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6100	Practical Beige	Main Body
Accent	SW 6095	Toasty	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 9096	Beige Intenso	Siding Panels

SCHEME 2



MATERIAL EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6099	Sand Dollar	Main Body
Accent	SW 7509	Tiki Hut	Accent Areas
Trim	SW 7101	Futon	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 7037	Balanced Beige	Siding Panels

RIGHT ELEVATION



REAR ELEVATION



MEDITERRANEAN REVIVAL COLOR SCHEMES

ELEVATION "A"

SCHEME 3



Trim Roofing Main Body Stone Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 7502	Dry Dock	Main Body
Accent	SW 9091	Half-Caff	Accent Areas
Trim	SW 6092	Lightweight Beige	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Bucks County	Masonry Area
Second Base Color	SW 6081	Down Home	Siding Panels

SCHEME 4



Trim Roofing Main Body Stone Accent Second Color

MATERIAL
EXAMPLE



LEGEND

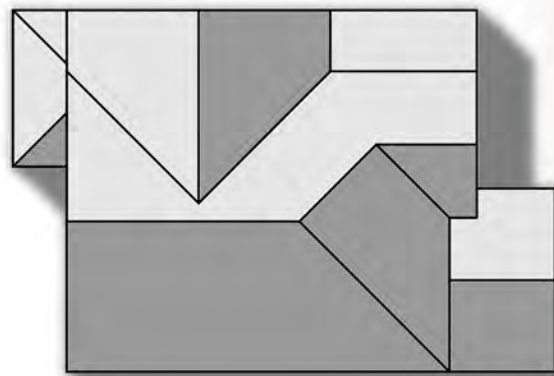
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6090	Java	Accent Areas
Trim	SW 6066	Sand Trap	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Aspen	Masonry Area
Second Base Color	SW 6109	Hopsack	Siding Panels

LEFT
ELEVATION



ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

ITALIAN COLOR SCHEMES
ELEVATION “B”



MATERIAL EXAMPLE

Trim Roofing Main Body Accent 1 Second Color

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6093	Familiar Beige	Main Body
Accent	SW 6241	Aleutian	Accent Areas
Trim	SW 7562	Roman Column	Trim, Fascia, Garage Door
Second Base Color	SW 7502	Dry Dock	Masonry Area



MATERIAL EXAMPLE

Trim Roofing Main Body Accent Second Color

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 0053	Porcelain	Trim, Fascia, Garage Door
Second Base Color	SW 7710	Brandywine	Masonry Area



AGENDA ITEM 10.1

[B] ITALIAN

[C] FARMHOUSE

2365 PLAN

2617 PLAN

1950 PLAN

2145 PLAN

2874 PLAN

3175 PLAN

661 PLAN

ITALIAN COLOR SCHEMES
ELEVATION "B"

SCHEME 3



Trim Roofing Main Body Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0006	Toile Red	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7719	Fresco Cream	Trim, Fascia, Garage Door
Second Base Color	SW 6081	Down Home	Masonry Area

SCHEME 4



Trim Roofing Main Body Accent Second Color

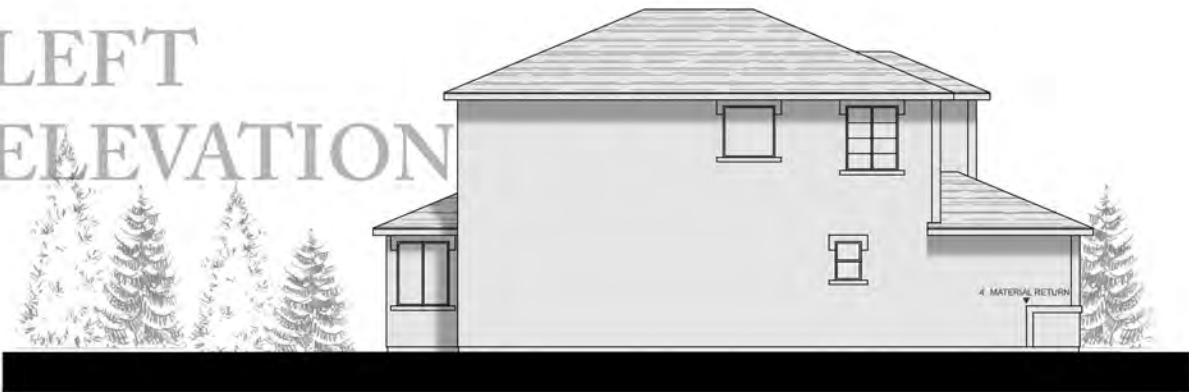
MATERIAL
EXAMPLE



LEGEND

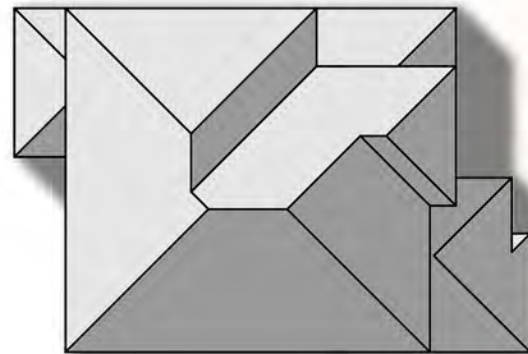
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6394	Sequin	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Second Base Color	SW 7038	Tony Taupe	Masonry Area

LEFT
ELEVATION



ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

FARMHOUSE COLOR SCHEMES
ELEVATION “C”



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

RIGHT
ELEVATION



REAR
ELEVATION



FARMHOUSE COLOR SCHEMES
ELEVATION "C"

SCHEME 3



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 4



Trim Roofing Main Body Stone Accent

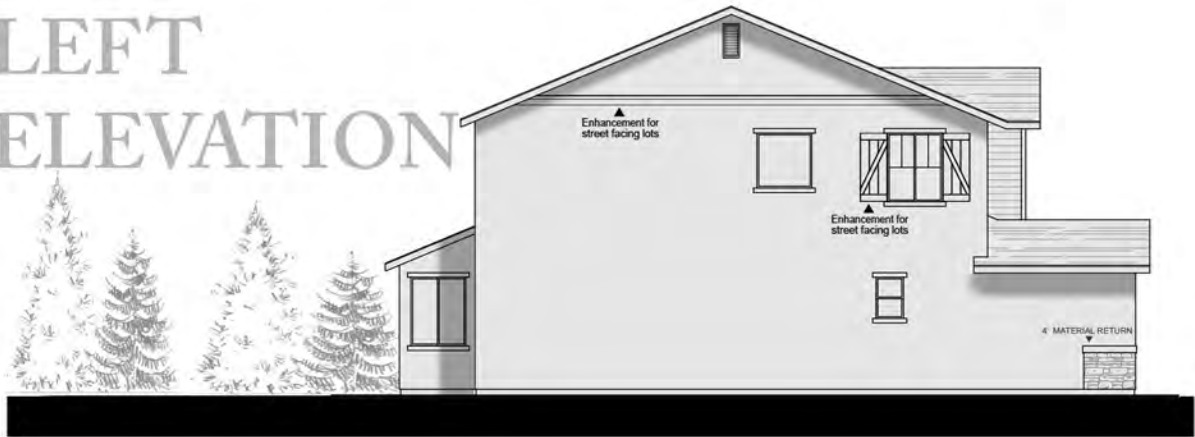
MATERIAL
EXAMPLE



LEGEND

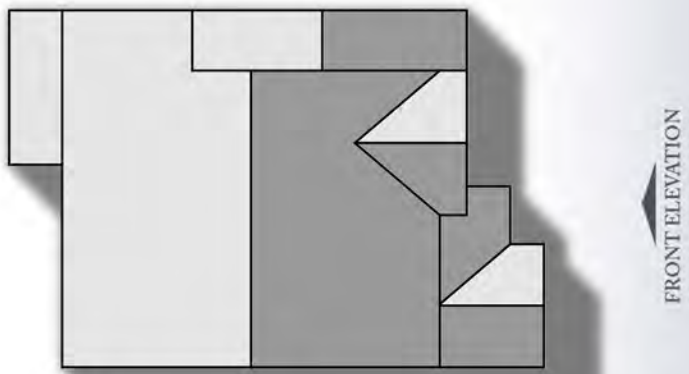
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

LEFT
ELEVATION



ROOF
PLAN

ROOF PITCH 6:12



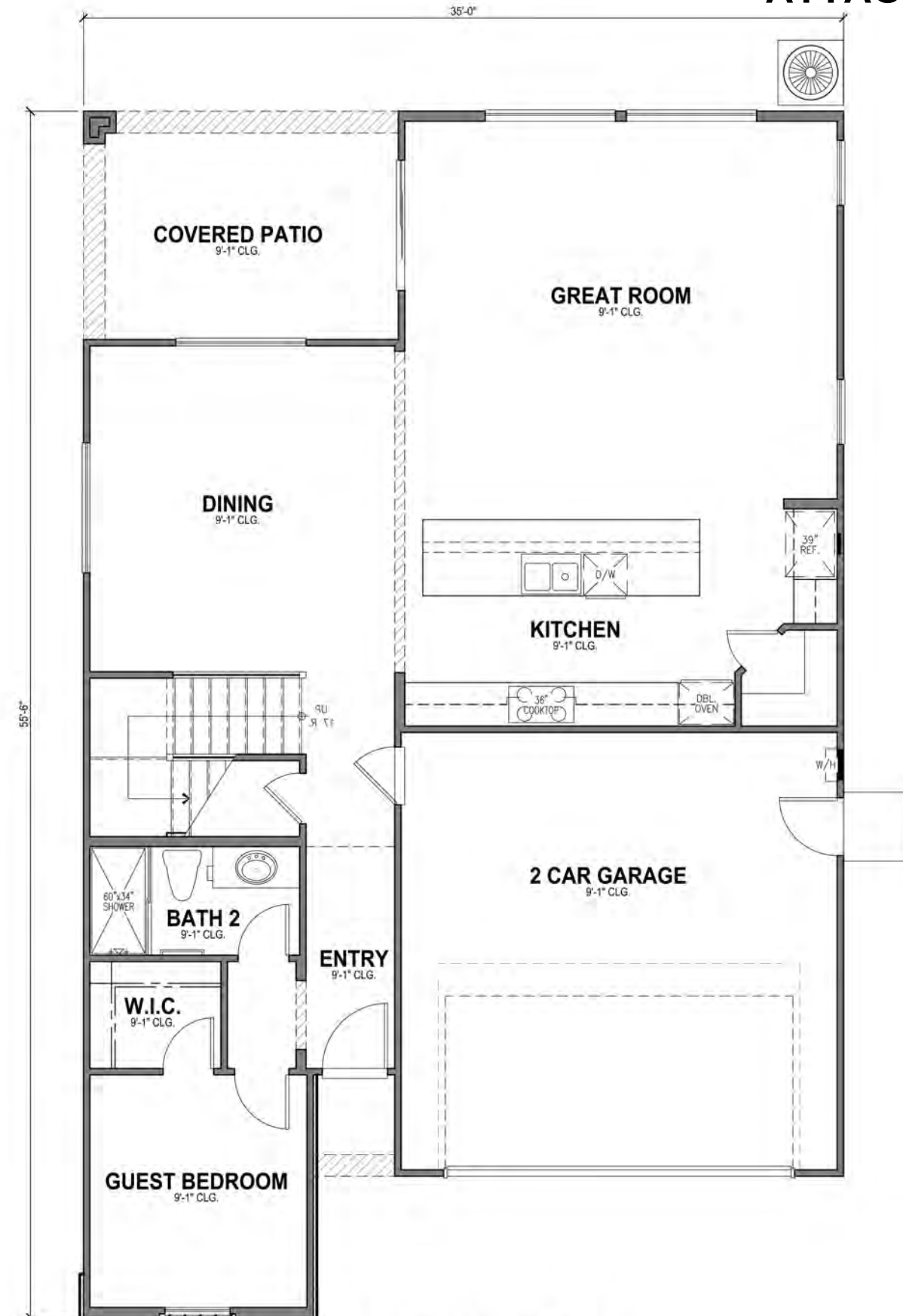
FRONT ELEVATION

PLAN
2617 SQ. FT.

1  LOFT
2  TWO STORY
2  CAR GARAGE
3  BATHROOMS
5  BEDROOMS



SECOND LEVEL FLOOR PLAN



MAIN LEVEL FLOOR PLAN

MEDITERRANEAN REVIVAL COLOR SCHEMES

ELEVATION "A"

SCHEME 1



Trim Roofing Main Body Stone Accent Second Color



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6100	Practical Beige	Main Body
Accent	SW 6095	Toasty	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 9096	Beige Intenso	Siding Panels

SCHEME 2



Trim Roofing Main Body Stone Accent Second Color



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6099	Sand Dollar	Main Body
Accent	SW 7509	Tiki Hut	Accent Areas
Trim	SW 7101	Futon	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 7037	Balanced Beige	Siding Panels

LEFT
ELEVATION



REAR
ELEVATION



MEDITERRANEAN REVIVAL COLOR SCHEMES

ELEVATION "A"

SCHEME 3



Trim Roofing Main Body Stone Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 7502	Dry Dock	Main Body
Accent	SW 9091	Half-Caff	Accent Areas
Trim	SW 6092	Lightweight Beige	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Bucks County	Masonry Area
Second Base Color	SW 6081	Down Home	Siding Panels

SCHEME 4



Trim Roofing Main Body Stone Accent Second Color

MATERIAL
EXAMPLE



LEGEND

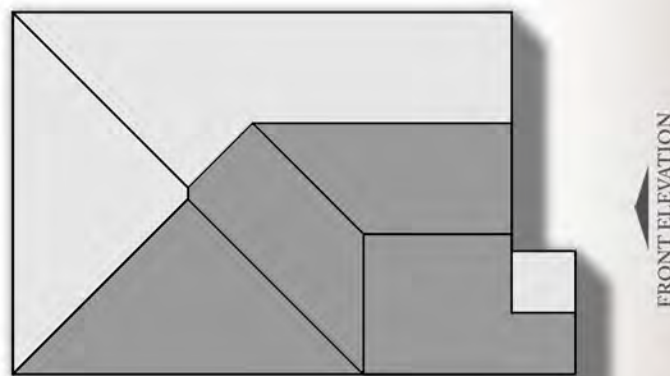
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6090	Java	Accent Areas
Trim	SW 6066	Sand Trap	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Aspen	Masonry Area
Second Base Color	SW 6109	Hopsack	Siding Panels

RIGHT
ELEVATION



ROOF
PLAN

ROOF PITCH 5:12



ITALIAN COLOR SCHEMES
ELEVATION "B"

SCHEME 1



Trim Roofing Main Body Accent 1 Second Color



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6093	Familiar Beige	Main Body
Accent	SW 6241	Aleutian	Accent Areas
Trim	SW 7562	Roman Column	Trim, Fascia, Garage Door
Second Base Color	SW 7502	Dry Dock	Masonry & Entry Area

SCHEME 2



Trim Roofing Main Body Accent Second Color



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 0053	Porcelain	Trim, Fascia, Garage Door
Second Base Color	SW 7710	Brandywine	Masonry & Entry Area

LEFT
ELEVATION



REAR
ELEVATION



ITALIAN COLOR SCHEMES
ELEVATION “B”

SCHEME 3



Trim Roofing Main Body Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0006	Toile Red	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7719	Fresco Cream	Trim, Fascia, Garage Door
Second Base Color	SW 6081	Down Home	Masonry & Entry Area

SCHEME 4



Trim Roofing Main Body Accent Second Color

MATERIAL
EXAMPLE



LEGEND

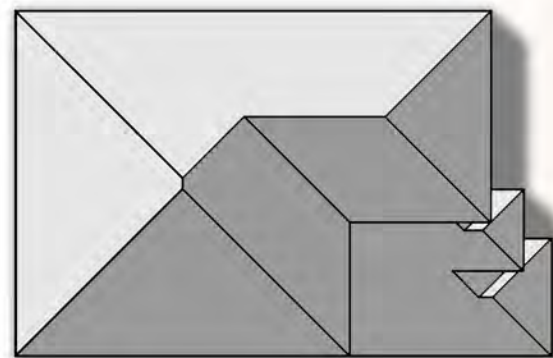
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6394	Sequin	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Second Base Color	SW 7038	Tony Taupe	Masonry & Entry Area

RIGHT
ELEVATION



ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

Viridian
GRANTLINE 208

FARMHOUSE COLOR SCHEMES
ELEVATION "C"



LEGEND

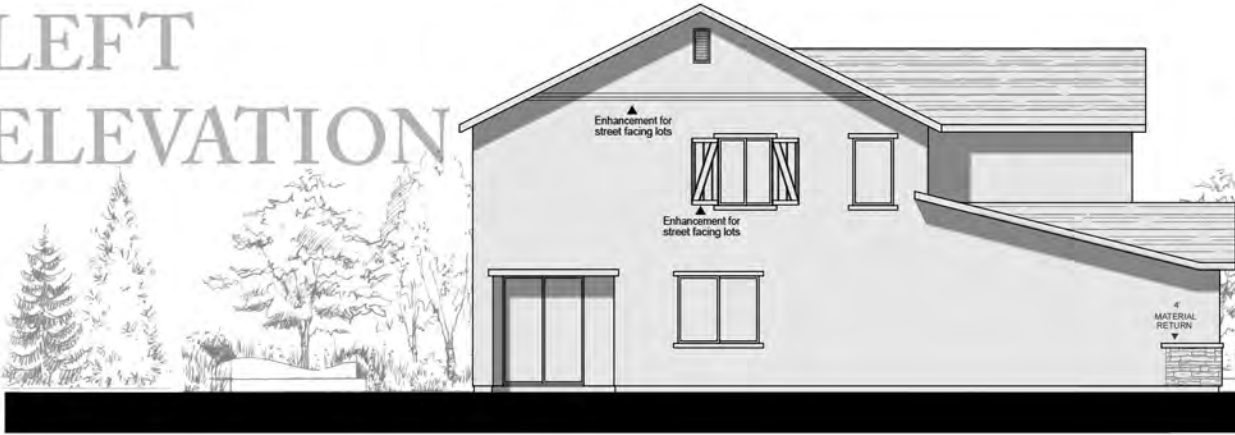
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area



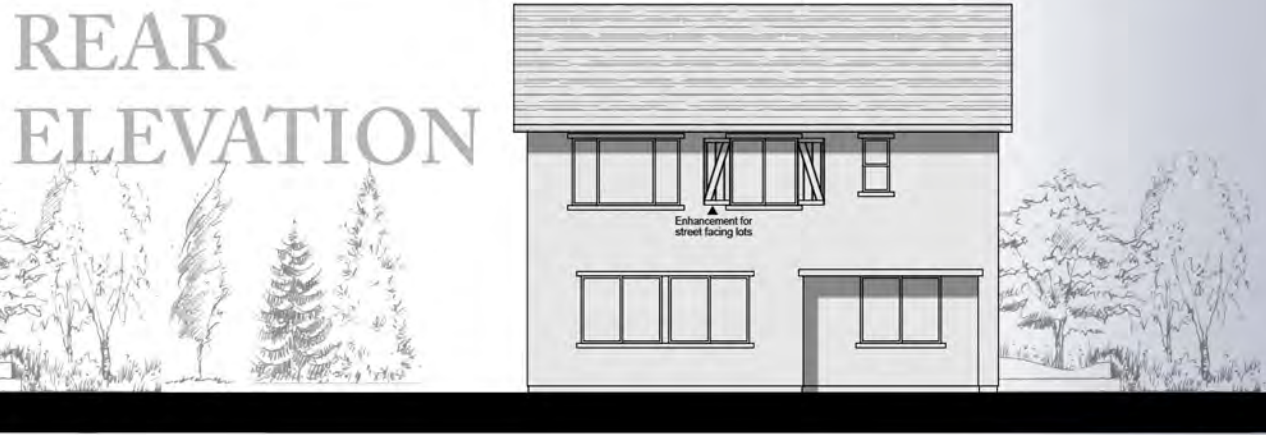
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

LEFT
ELEVATION



REAR
ELEVATION



AGENDA ITEM 10.1

FARMHOUSE COLOR SCHEMES
ELEVATION "C"



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area



LEGEND

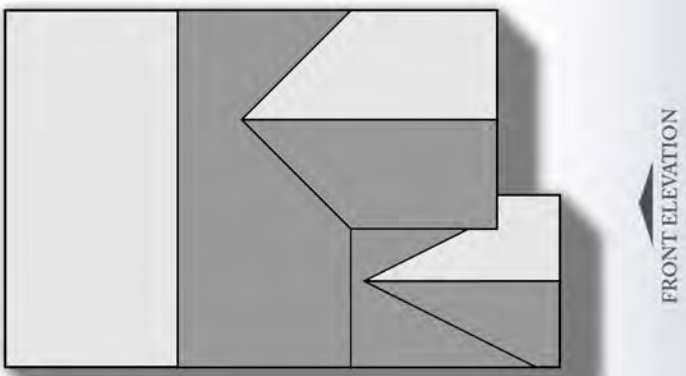
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - DarkAsh	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

RIGHT
ELEVATION



ROOF
PLAN

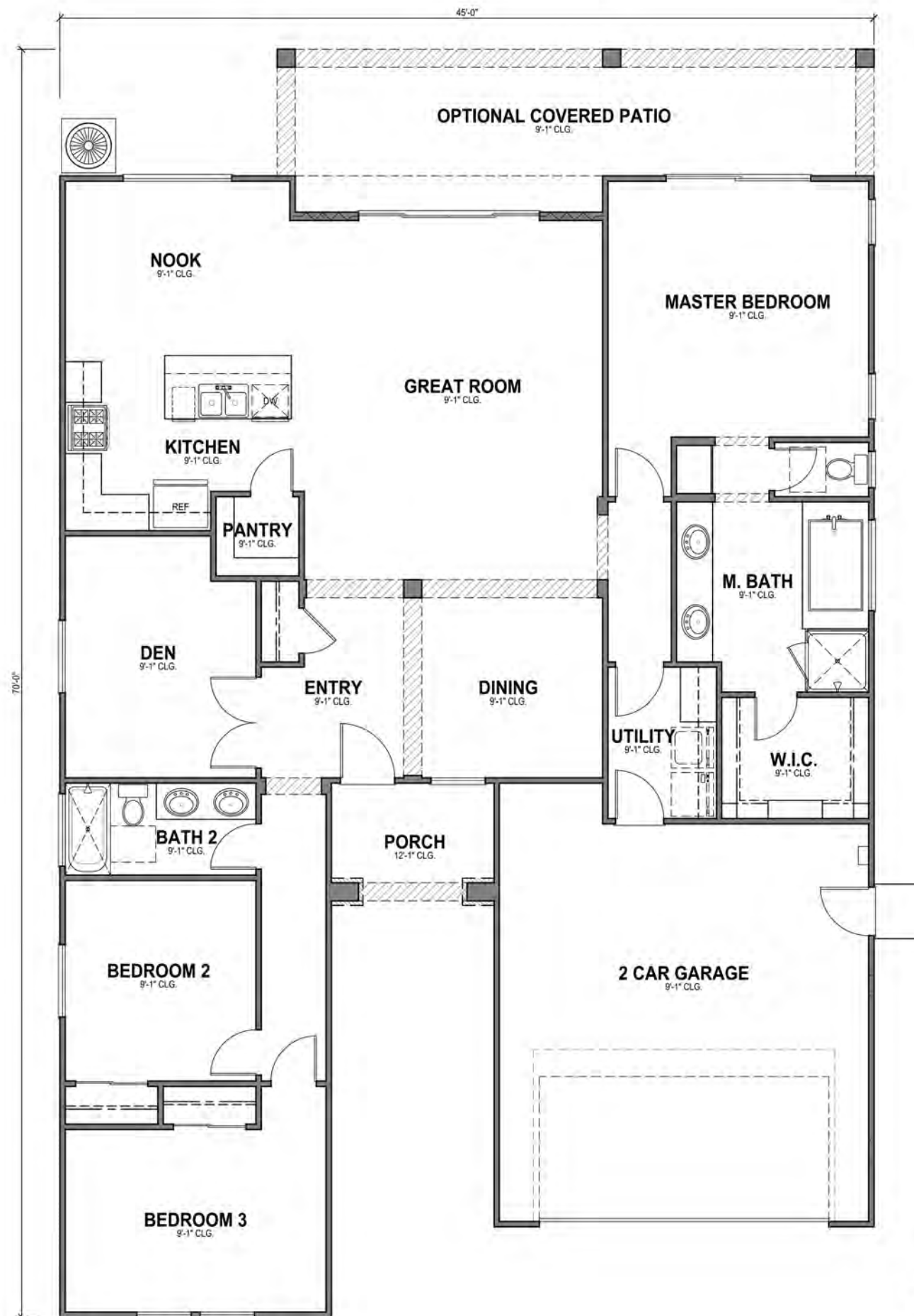
ROOF PITCH 6:12



Viridian
GRANTLINE 208

PLAN
1950 SQ. FT.

1  DEN
1  SINGLE STORY
2  CAR GARAGE
2  BATHROOMS
3  BEDROOMS



FLOOR PLAN

CRAFTSMAN COLOR SCHEMES
ELEVATION "A"

SCHEME 1



Trim Roofing Main Body Siding Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 0002	Chelsea Mauve	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9083	Dusted Truffle	Siding - Main Body Color

SCHEME 2



Trim Roofing Main Body Siding Stone Accent

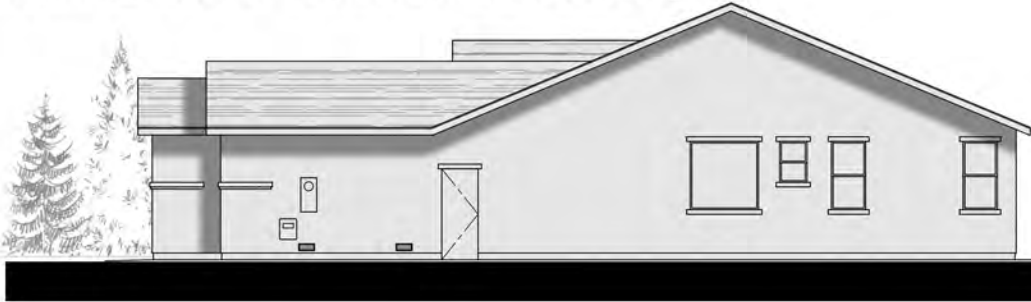
MATERIAL
EXAMPLE



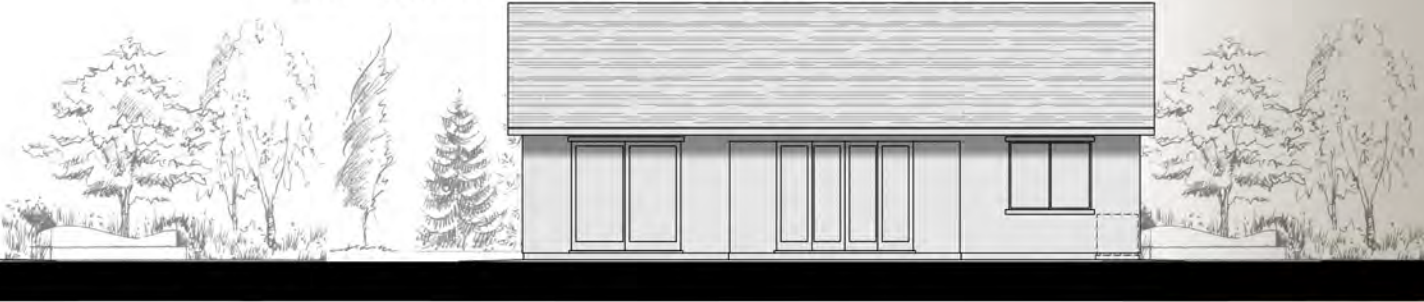
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6036	Angora	Main Body
Accent	SW 2856	Fairfax Brown	Accent Areas
Trim	SW 7100	Arcade White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6038	Truly Taupe	Siding - Main Body Color

RIGHT ELEVATION



REAR ELEVATION



CRAFTSMAN COLOR SCHEMES
ELEVATION "A"

SCHEME 3



Trim Roofing Main Body Siding Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6350	Intricate Ivory	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6080	Utterly Beige	Siding - Main Body Color

LEFT ELEVATION



SCHEME 4



Trim Roofing Main Body Siding Stone Accent

MATERIAL
EXAMPLE

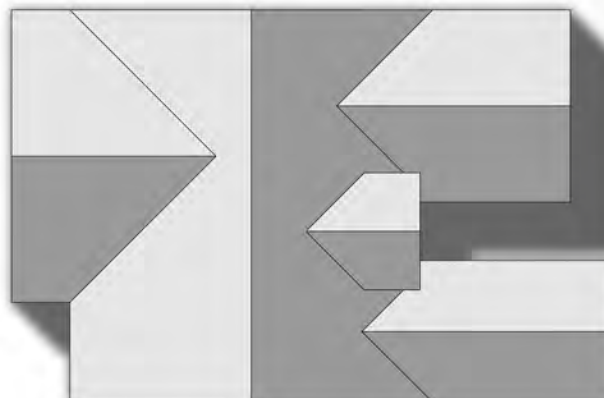


LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 7546	Prairie Grass	Main Body
Accent	SW 2843	Roycroft Brass	Accent Areas
Trim	SW 7564	Polar Bear	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9117	Urban Jungle	Siding - Main Body Color

ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

TUSCAN COLOR SCHEMES
ELEVATION “B”

SCHEME 1



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6108	Latte	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Entry Area
Second Base Color	SW 7535	Sandy Ridge	Masonry Area

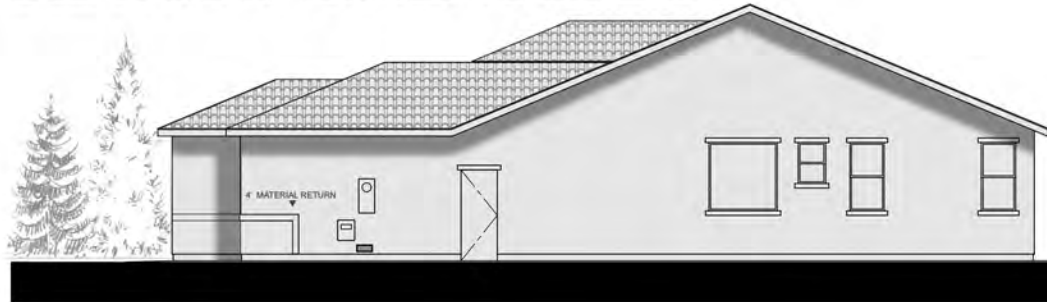
SCHEME 2



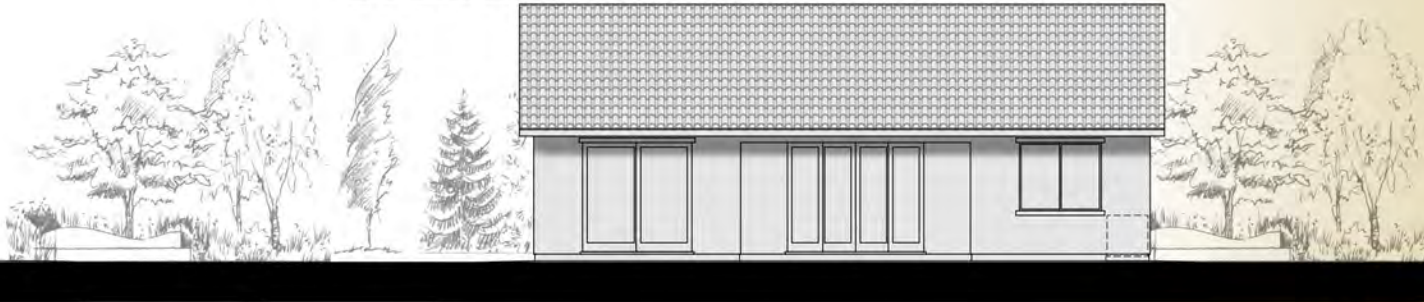
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 7702	Spiced Cider	Main Body
Accent	SW 7515	Homestead Brown	Accent Areas
Trim	SW 6102	Portabello	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Entry Area
Second Base Color	SW 2803	Rookwood Terra Cotta	Masonry Area

RIGHT ELEVATION



REAR ELEVATION



TUSCAN COLOR SCHEMES
ELEVATION “B”

SCHEME 3



MATERIAL EXAMPLE

Trim Roofing Main Body Stone Accent Second Color

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0028	Caen Stone	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7033	Brainstorm Bronze	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Entry Area
Second Base Color	SW 6129	Restrained Gold	Masonry Area

SCHEME 4



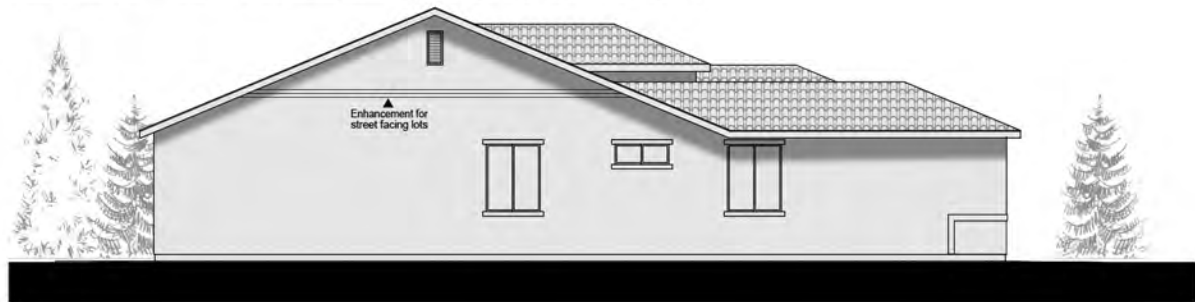
MATERIAL EXAMPLE

Trim Roofing Main Body Stone Accent Second Color

LEGEND

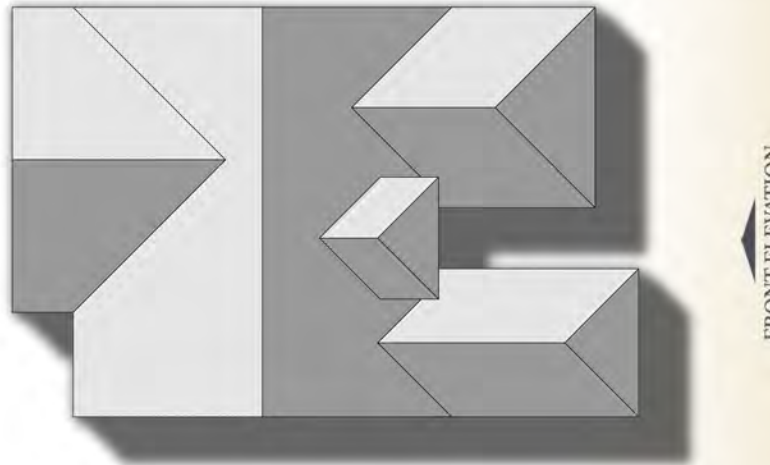
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6065	Bona Fide Beige	Main Body
Accent	SW 6040	Less Brown	Accent Areas
Trim	SW 7514	Foothills	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Entry Area
Second Base Color	SW 9081	Redend Point	Masonry Area

LEFT ELEVATION



ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

FARMHOUSE COLOR SCHEMES
ELEVATION “C”

SCHEME 1



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 2



Trim Roofing Main Body Stone Accent

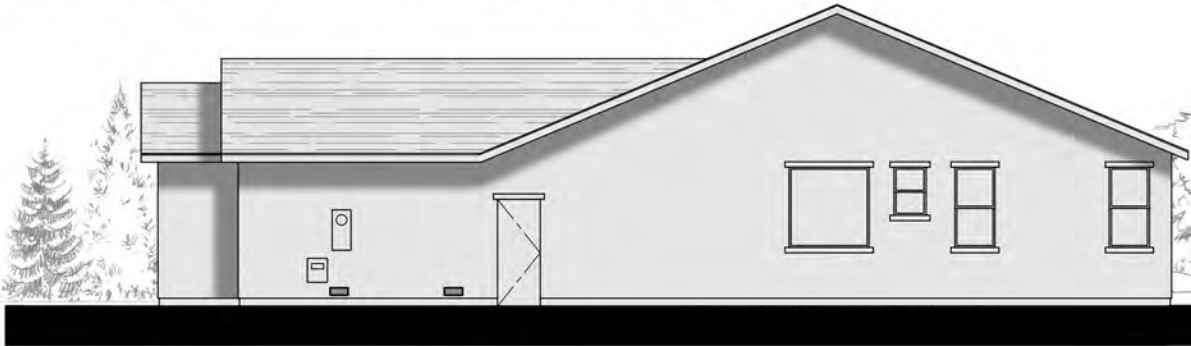
MATERIAL
EXAMPLE



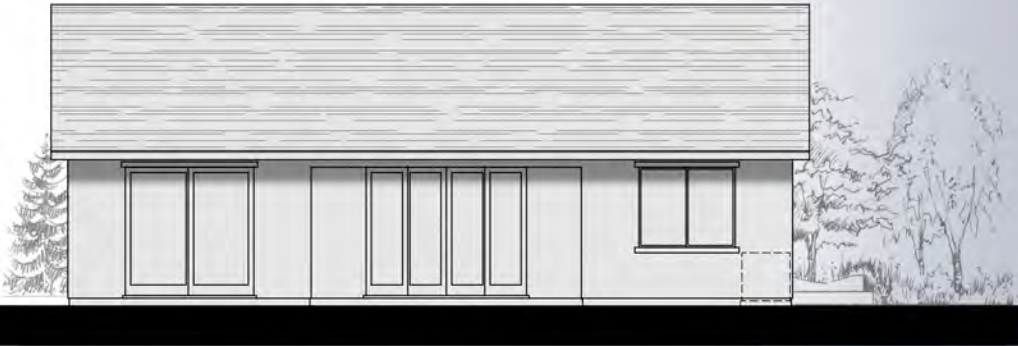
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

RIGHT ELEVATION



REAR ELEVATION



FARMHOUSE COLOR SCHEMES
ELEVATION "C"

SCHEME 3



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 4



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

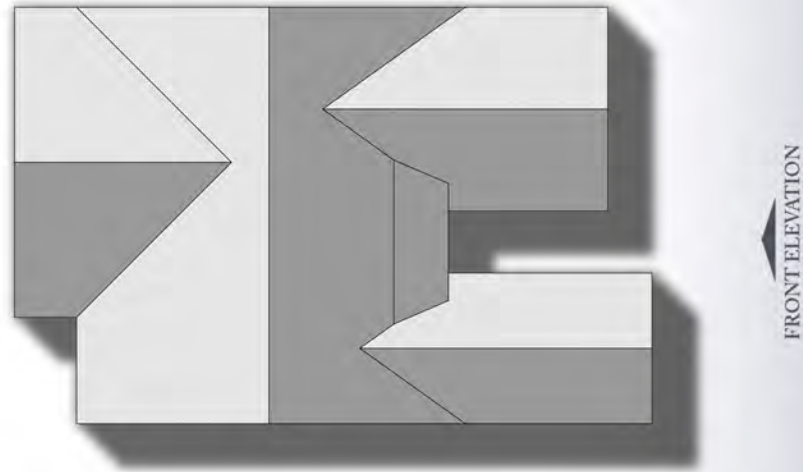
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

LEFT ELEVATION



ROOF
PLAN

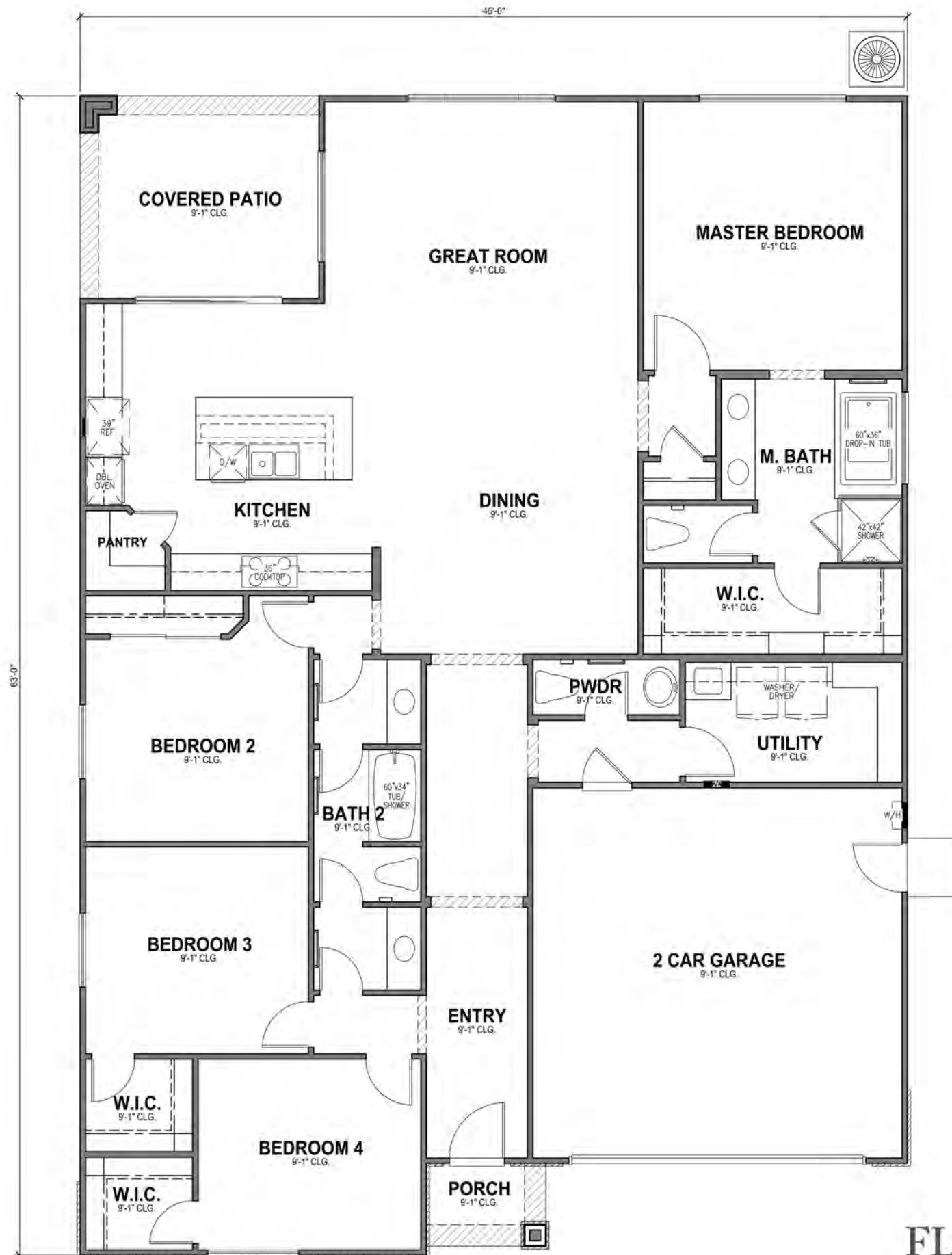
ROOF PITCH 6:12



FRONT ELEVATION

PLAN
2145 SQ. FT.

1  SINGLE STORY
2  CAR GARAGE
2½  BATHROOMS
4  BEDROOMS



FLOOR PLAN

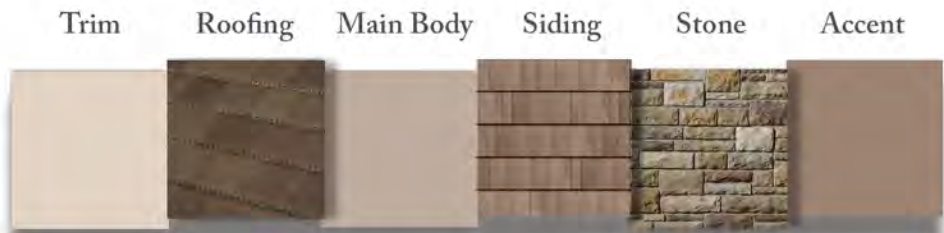
Ventana
GRANTLINE 208

CRAFTSMAN COLOR SCHEMES
ELEVATION "A"

SCHEME 1



MATERIAL
EXAMPLE



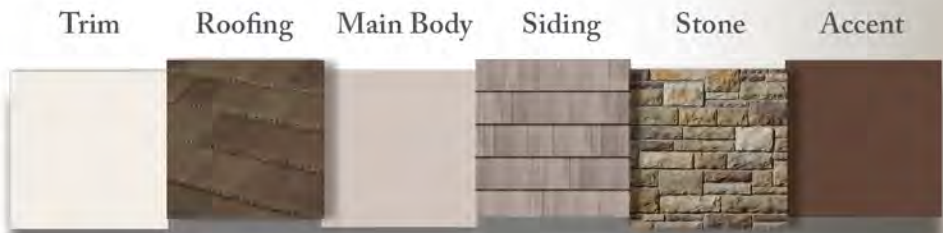
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 0002	Chelsea Mauve	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9083	Dusted Truffle	Siding - Hardie Shingle

SCHEME 2



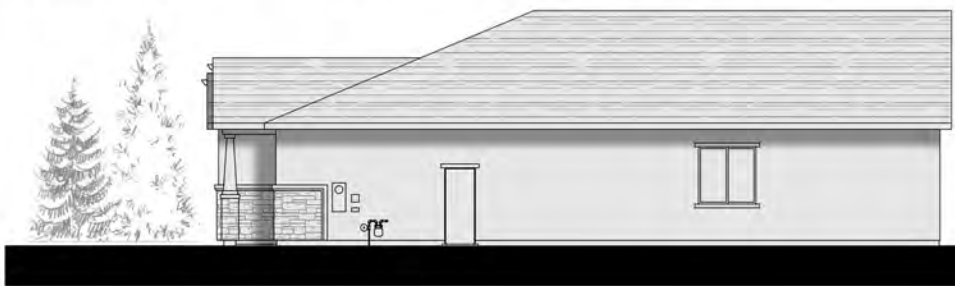
MATERIAL
EXAMPLE



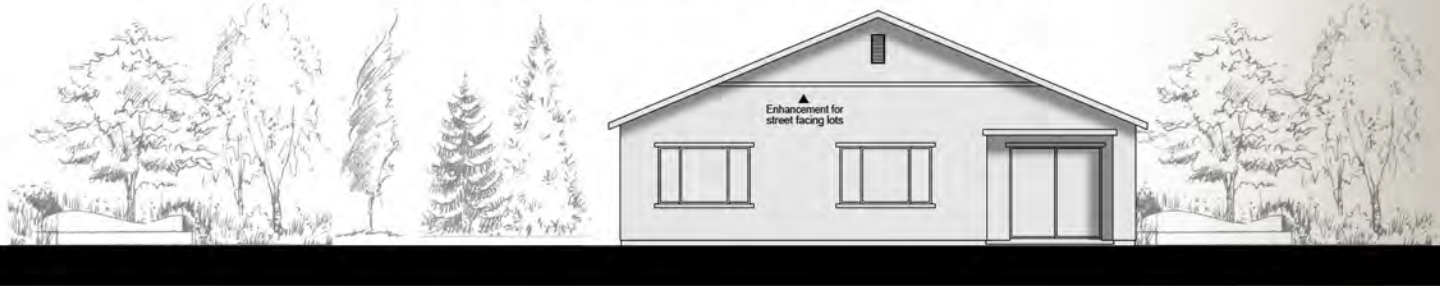
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6036	Angora	Main Body
Accent	SW 2856	Fairfax Brown	Accent Areas
Trim	SW 7100	Arcade White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6038	Truly Taupe I	Siding - Hardie Shingle

RIGHT ELEVATION



REAR ELEVATION



CRAFTSMAN COLOR SCHEMES
ELEVATION "A"

SCHEME 3



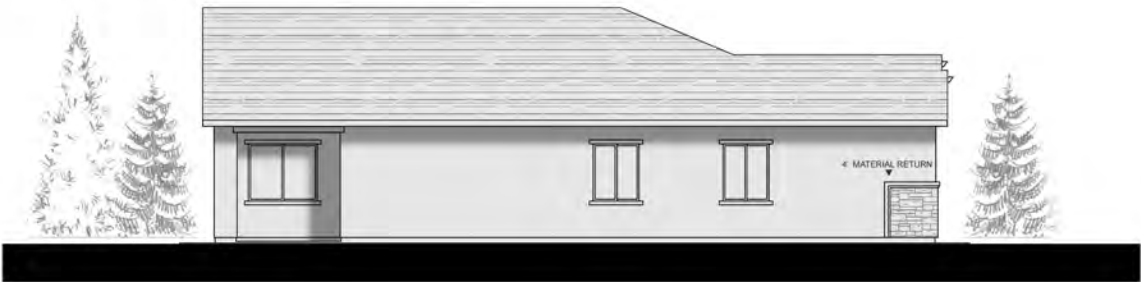
MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6350	Intricate Ivory	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6080	Utterly Beige	Siding - Hardie Shingle

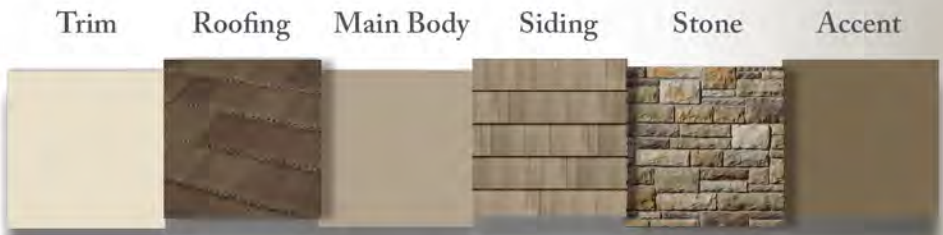
LEFT ELEVATION



SCHEME 4



MATERIAL
EXAMPLE

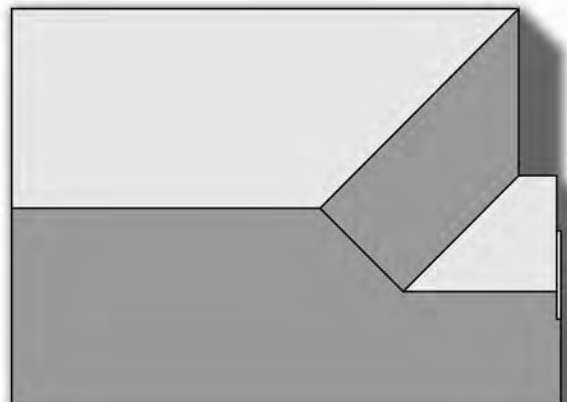


LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 7546	Prairie Grass	Main Body
Accent	SW 2843	Roycroft Brass	Accent Areas
Trim	SW 7564	Polar Bear	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9117	Urban Jungle	Siding - Hardie Shingle

ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

TUSCAN COLOR SCHEMES
ELEVATION “B”

SCHEME 1



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6108	Latte	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 7535	Sandy Ridge	Entry Area

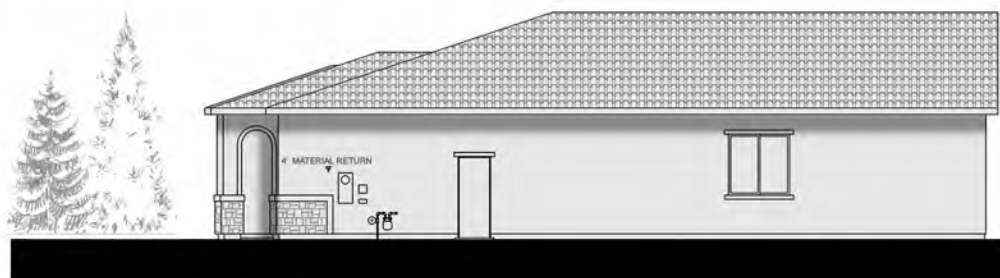
SCHEME 2



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 7702	Spiced Cider	Main Body
Accent	SW 7515	Homestead Brown	Accent Areas
Trim	SW 6102	Portabello	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 2803	Rookwood Terra Cotta	Entry Area

RIGHT ELEVATION



REAR ELEVATION



TUSCAN COLOR SCHEMES
ELEVATION “B”

SCHEME 3



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0028	Caen Stone	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7033	Brainstorm Bronze	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 6129	Restrained Gold	Entry Area

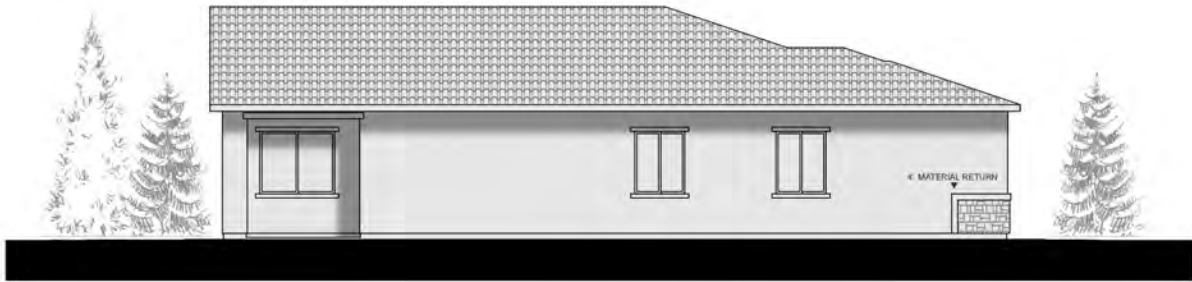
SCHEME 4



LEGEND

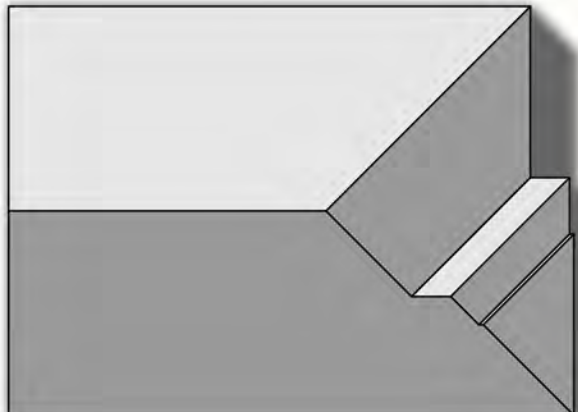
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6065	Bona Fide Beige	Main Body
Accent	SW 6040	Less Brown	Accent Areas
Trim	SW 7514	Foothills	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 9081	Redend Point	Entry Area

LEFT ELEVATION



ROOF
PLAN

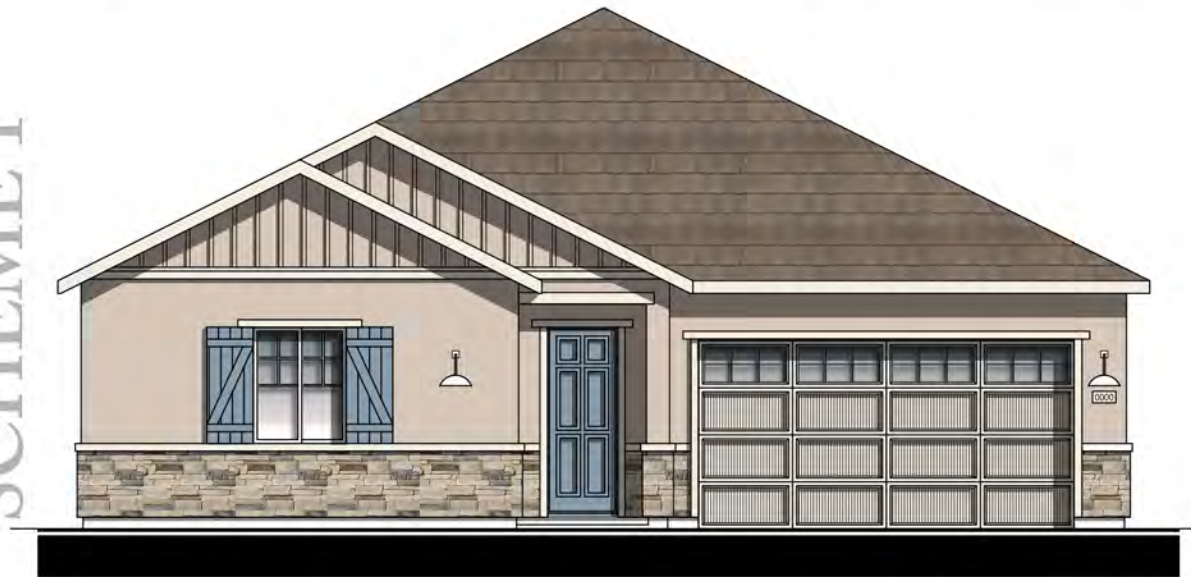
ROOF PITCH 5:12



FRONT ELEVATION

FARMHOUSE COLOR SCHEMES - ELEVATION "C"

SCHEME 1



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 2



Trim Roofing Main Body Stone Accent

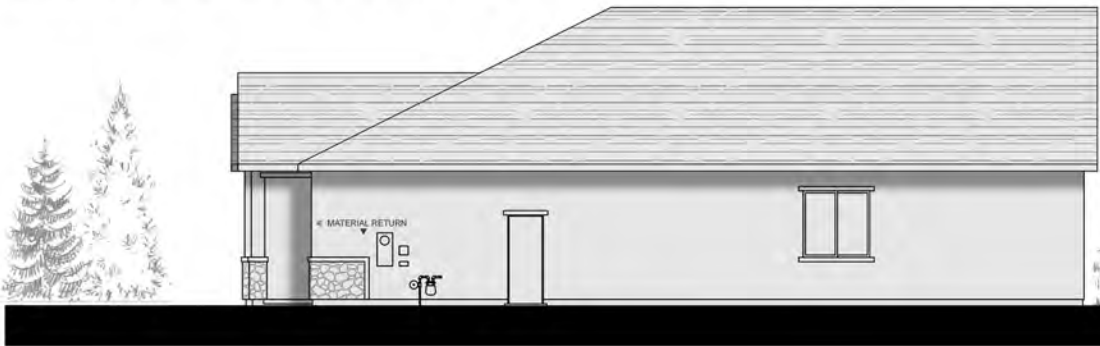
MATERIAL
EXAMPLE



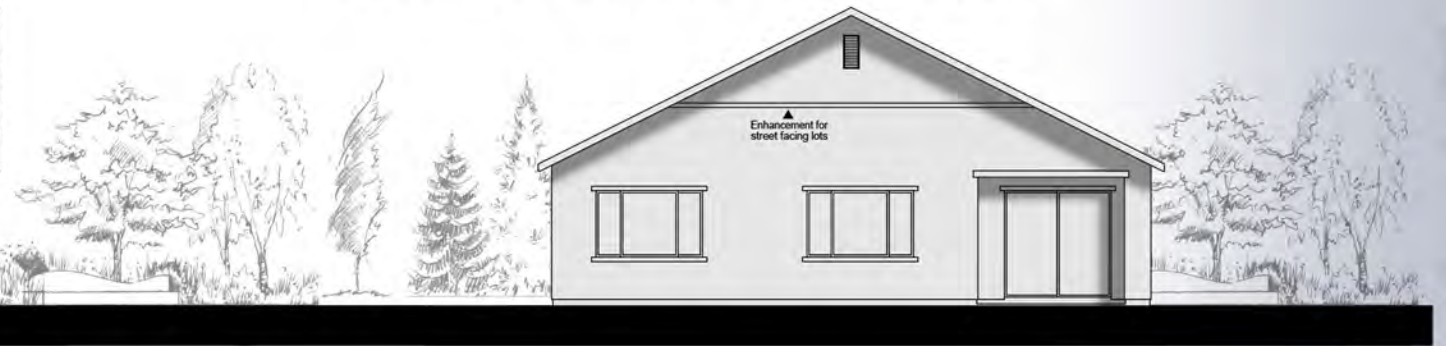
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

RIGHT ELEVATION



REAR ELEVATION



FARMHOUSE COLOR SCHEMES - ELEVATION "C"

SCHEME 3



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 4



Trim Roofing Main Body Stone Accent

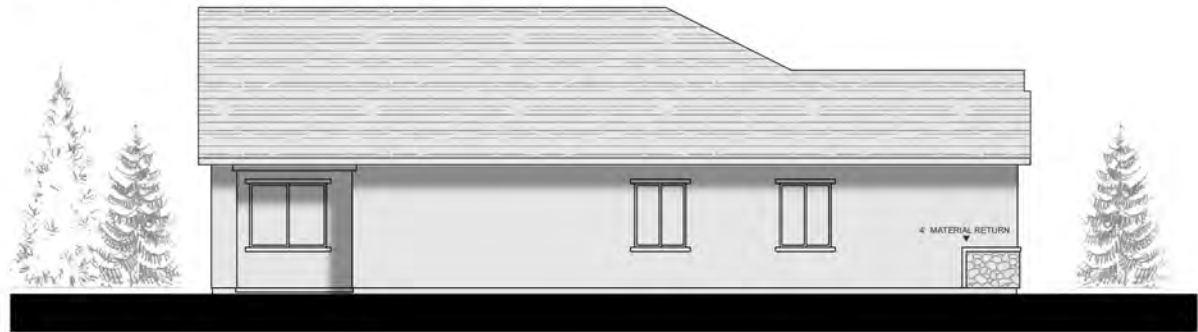
MATERIAL
EXAMPLE



LEGEND

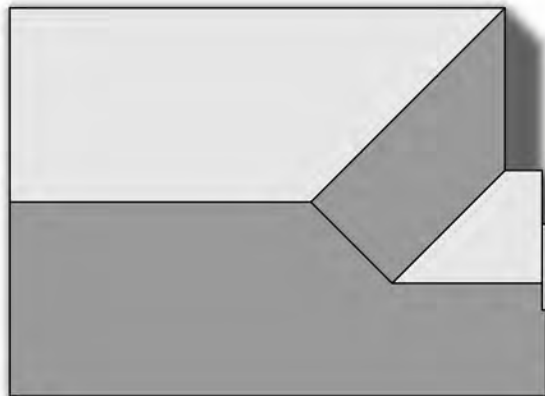
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

LEFT ELEVATION



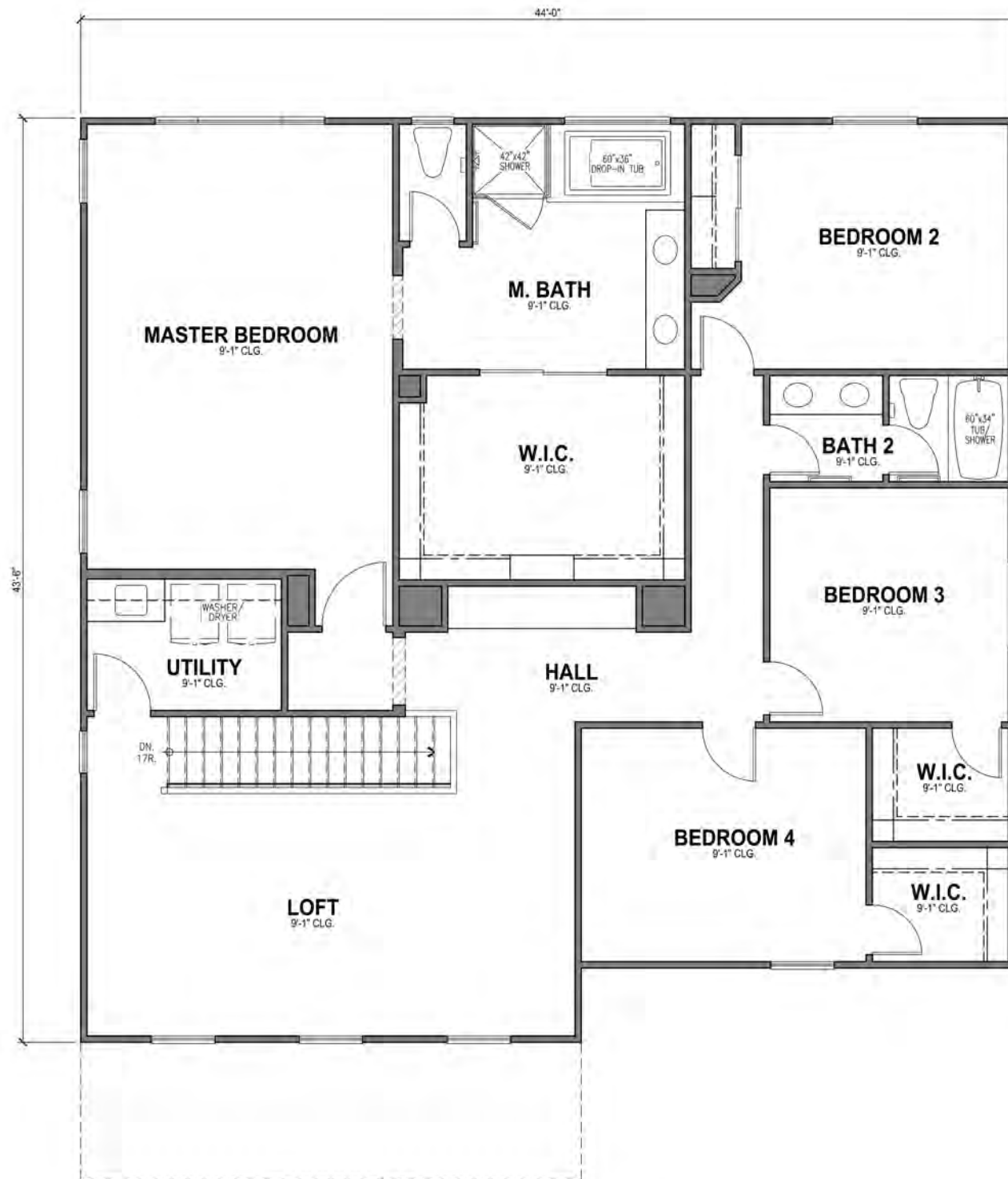
ROOF
PLAN

ROOF PITCH 6:12



PLAN
2874 SQ. FT.

1  LOFT
2  TWO STORY
3  CAR GARAGE
3  BATHROOMS
5  BEDROOMS



SECOND LEVEL FLOOR PLAN



MAIN LEVEL FLOOR PLAN

CRAFTSMAN COLOR SCHEMES | ELEVATION "A"

SCHEME 1



Trim Roofing Main Body Siding Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 0002	Chelsea Mauve	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9083	Dusted Truffle	Siding - Hardie Shingle

SCHEME 2



Trim Roofing Main Body Siding Stone Accent

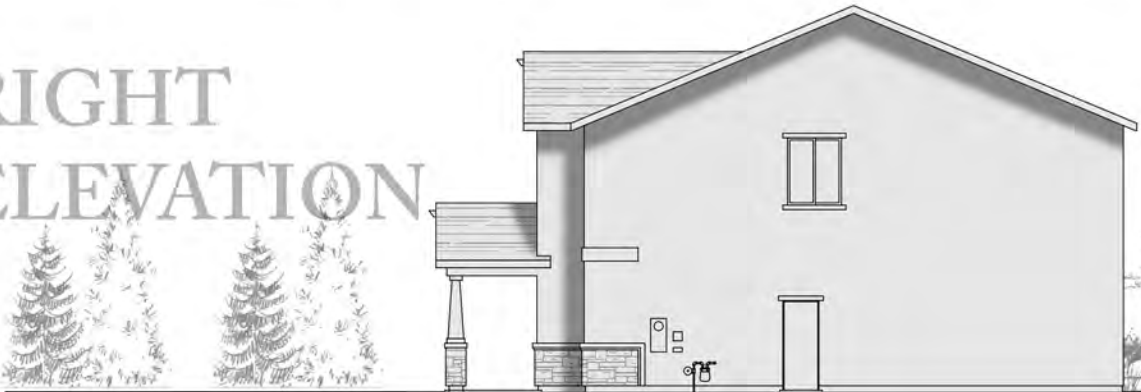
MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6036	Angora	Main Body
Accent	SW 2856	Fairfax Brown	Accent Areas
Trim	SW 7100	Arcade White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6038	Truly Taupe	Siding - Hardie Shingle

RIGHT
ELEVATION



REAR
ELEVATION



CRAFTSMAN COLOR SCHEMES | ELEVATION "A"



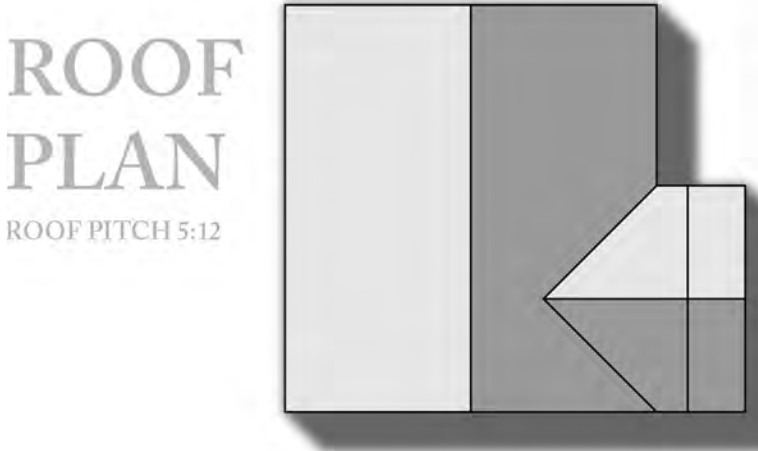
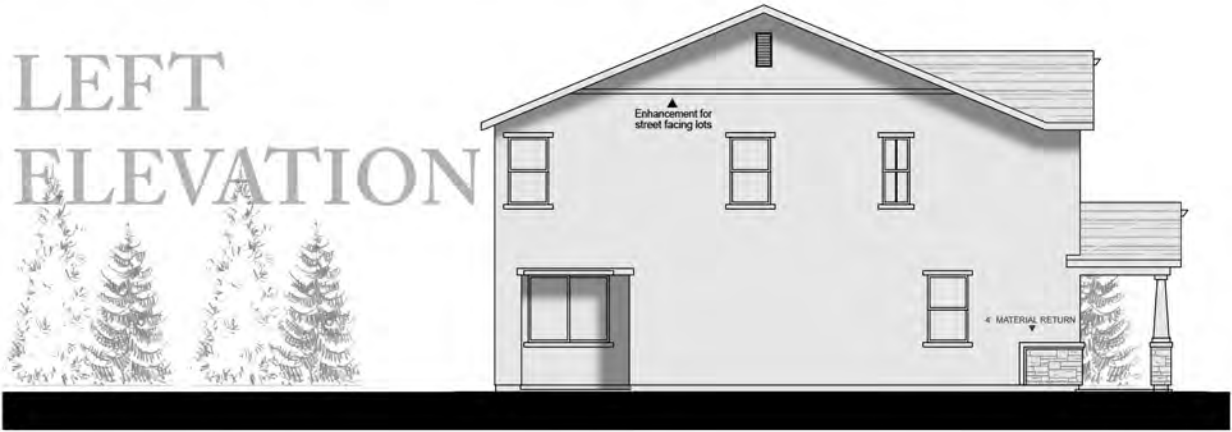
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6350	Intricate Ivory	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6080	Utterly Beige	Siding - Hardie Shingle



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 7546	Prairie Grass	Main Body
Accent	SW 2843	Roycroft Brass	Accent Areas
Trim	SW 7564	Polar Bear	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9117	Urban Jungle	Siding - Hardie Shingle



FRONT ELEVATION

TUSCAN COLOR SCHEMES | ELEVATION “B”

SCHEME 1



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6108	Latte	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 7535	Sandy Ridge	Entry Area

SCHEME 2

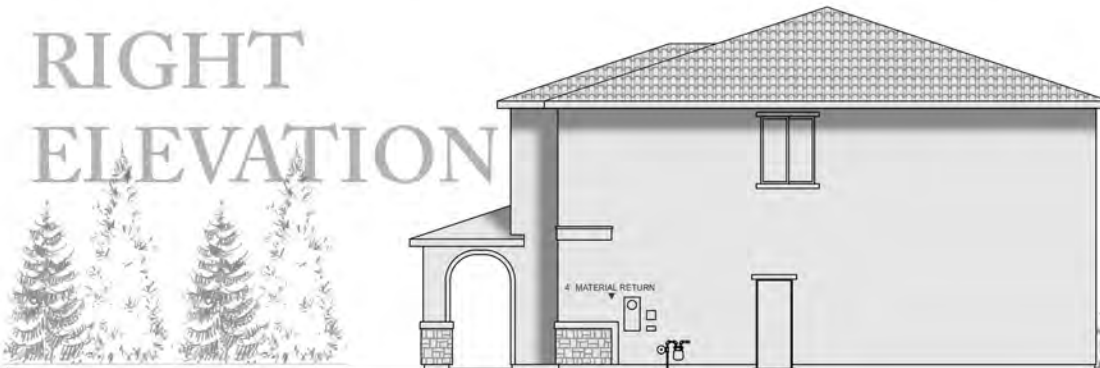


MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 7702	Spiced Cider	Main Body
Accent	SW 7515	Homestead Brown	Accent Areas
Trim	SW 6102	Portabello	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 2803	Rookwood Terra Cotta	Entry Area

RIGHT
ELEVATION



REAR
ELEVATION



TUSCAN COLOR SCHEMES | ELEVATION “B”

SCHEME 3



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0028	Caen Stone	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7033	Brainstorm Bronze	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 6129	Restrained Gold	Entry Area

SCHEME 4



MATERIAL
EXAMPLE

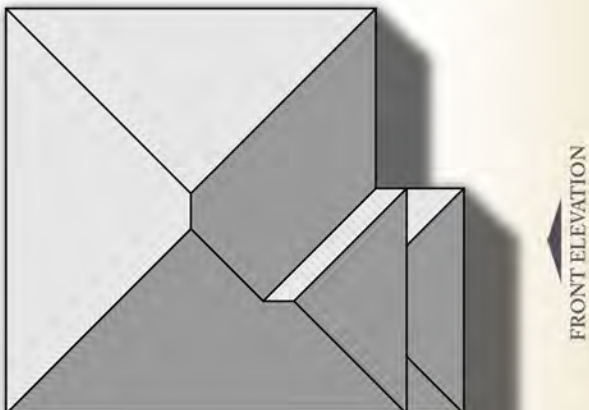
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6065	Bona Fide Beige	Main Body
Accent	SW 6040	Less Brown	Accent Areas
Trim	SW 7514	Foothills	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 9081	Redend Point	Entry Area

LEFT
ELEVATION



ROOF
PLAN
ROOF PITCH 5:12



FARMHOUSE COLOR SCHEMES | ELEVATION "C"

SCHEME 1



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 2



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



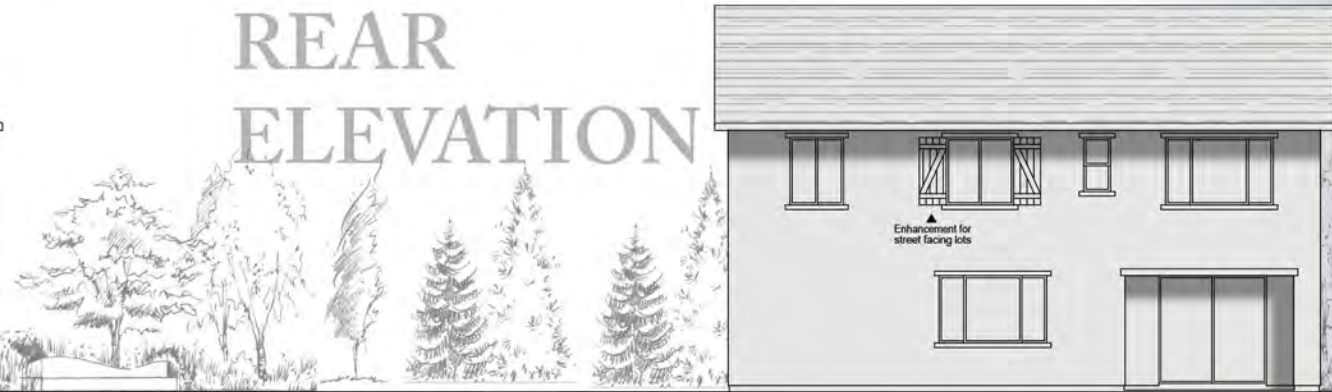
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

RIGHT
ELEVATION



REAR
ELEVATION



FARMHOUSE COLOR SCHEMES | ELEVATION "C"

SCHEME 3



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 4



Trim Roofing Main Body Stone Accent

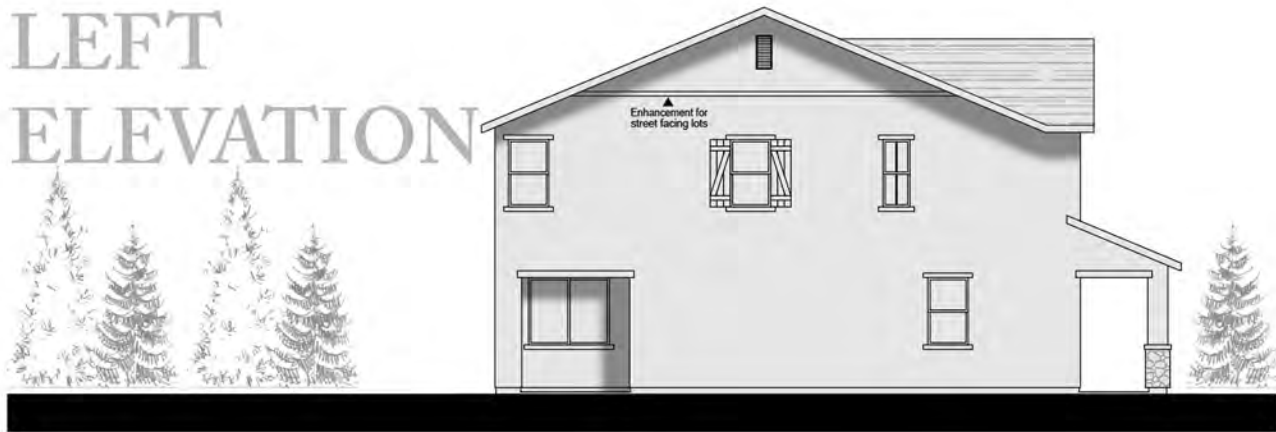
MATERIAL
EXAMPLE



LEGEND

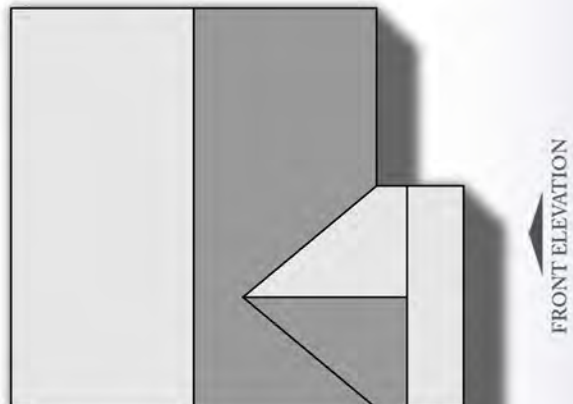
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

LEFT
ELEVATION



ROOF
PLAN

ROOF PITCH 6:12



PLAN
3175 SQ. FT.

1  LOFT
2  TWO STORY
3  CAR GARAGE
3  BATHROOMS
5  BEDROOMS



SECOND LEVEL FLOOR PLAN



MAIN LEVEL FLOOR PLAN

CRAFTSMAN COLOR SCHEMES

ELEVATION "A"



MATERIAL EXAMPLE

Trim Roofing Main Body Siding Stone Accent

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 0002	Chelsea Mauve	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9083	Dusted Truffle	Siding - Hardie Shingle



MATERIAL EXAMPLE

Trim Roofing Main Body Siding Stone Accent

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6036	Angora	Main Body
Accent	SW 2856	Fairfax Brown	Accent Areas
Trim	SW 7100	Arcade White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6038	Truly Taupe	Siding - Hardie Shingle

RIGHT ELEVATION



REAR ELEVATION



CRAFTSMAN COLOR SCHEMES | ELEVATION "A"



LEGEND

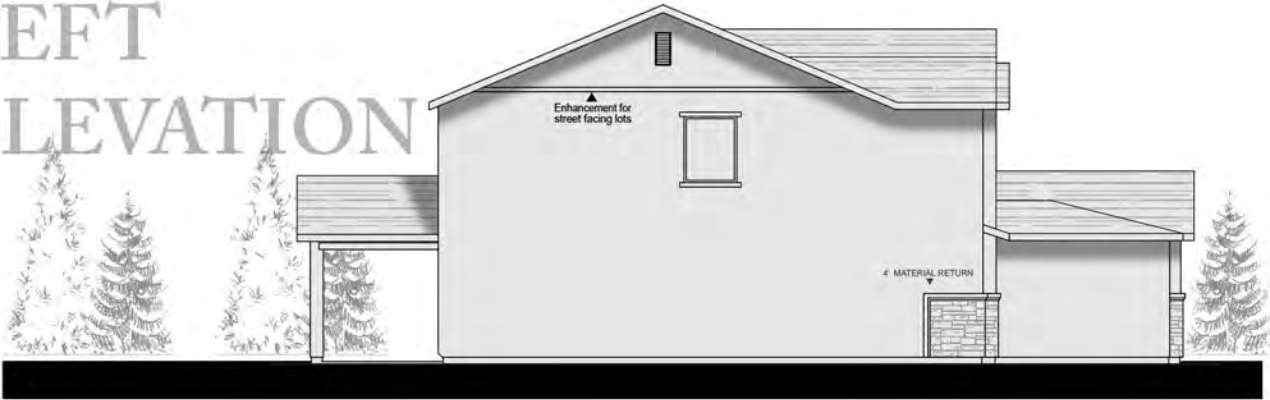
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6350	Intricate Ivory	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6080	Utterly Beige	Siding - Hardie Shingle



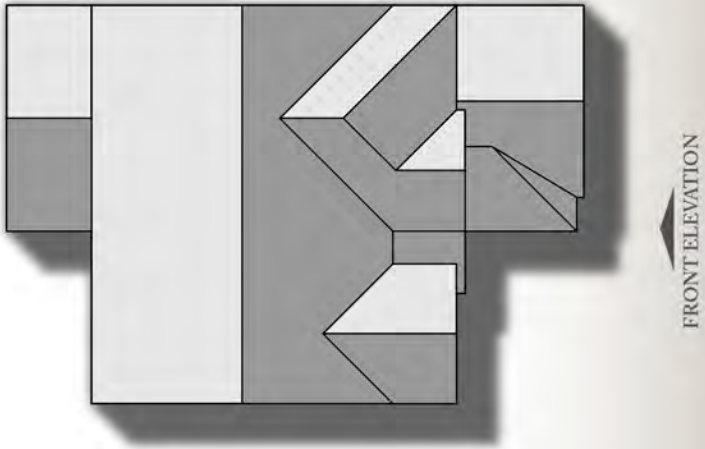
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 7546	Prairie Grass	Main Body
Accent	SW 2843	Roycroft Brass	Accent Areas
Trim	SW 7564	Polar Bear	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9117	Urban Jungle	Siding - Hardie Shingle

LEFT ELEVATION



ROOF PLAN
ROOF PITCH 5:12



FRONT ELEVATION

TUSCAN COLOR SCHEMES
ELEVATION “B”

SCHEME 1



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6108	Latte	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 7535	Sandy Ridge	Entry Area

SCHEME 2



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 7702	Spiced Cider	Main Body
Accent	SW 7515	Homestead Brown	Accent Areas
Trim	SW 6102	Portabello	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 2803	Rookwood Terra Cotta	Entry Area

RIGHT
ELEVATION



REAR
ELEVATION



TUSCAN COLOR SCHEMES
ELEVATION "B"

SCHEME 3



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0028	Caen Stone	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7033	Brainstorm Bronze	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 6129	Restrained Gold	Entry Area

SCHEME 4

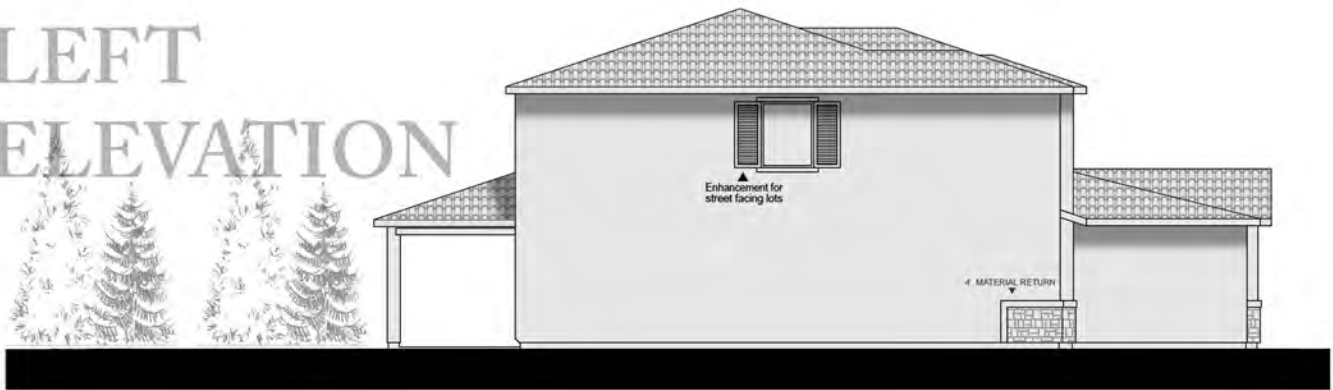


MATERIAL
EXAMPLE

LEGEND

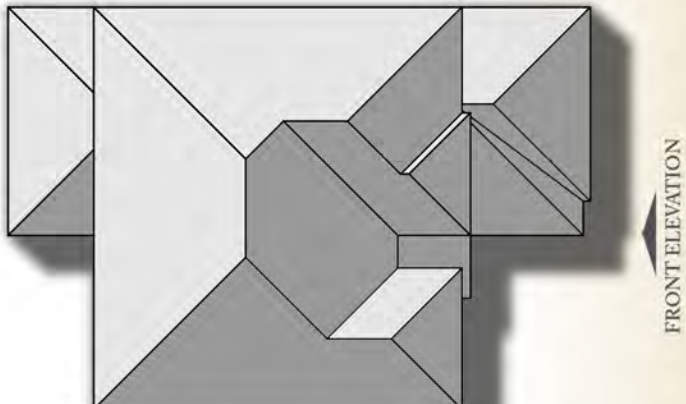
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6065	Bona Fide Beige	Main Body
Accent	SW 6040	Less Brown	Accent Areas
Trim	SW 7514	Foothills	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 9081	Redend Point	Entry Area

LEFT
ELEVATION



ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

FARMHOUSE COLOR SCHEMES

ELEVATION “C”

SCHEME 1



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 2



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

RIGHT
ELEVATION



REAR
ELEVATION



FARMHOUSE COLOR SCHEMES
ELEVATION "C"

SCHEME 3



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 4



Trim Roofing Main Body Stone Accent

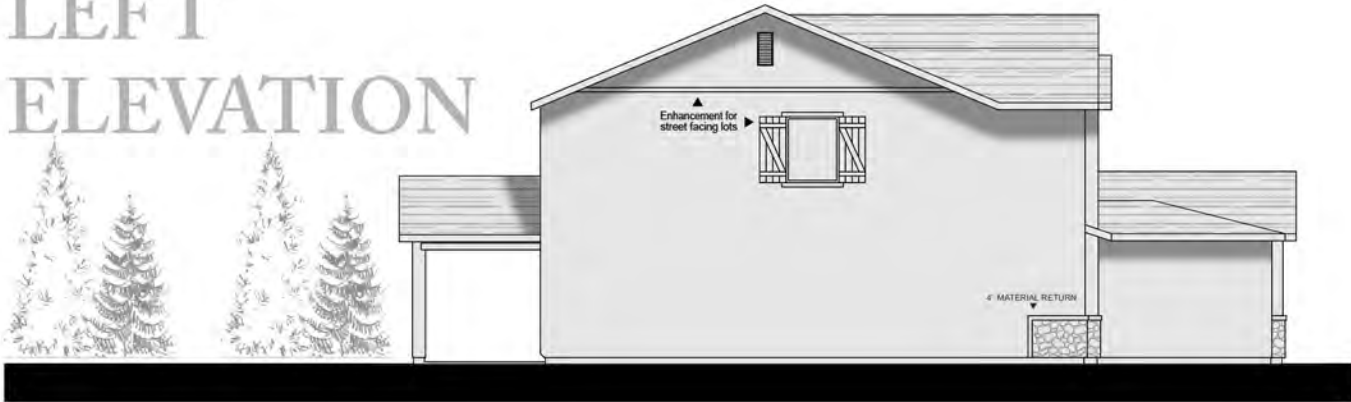
MATERIAL
EXAMPLE



LEGEND

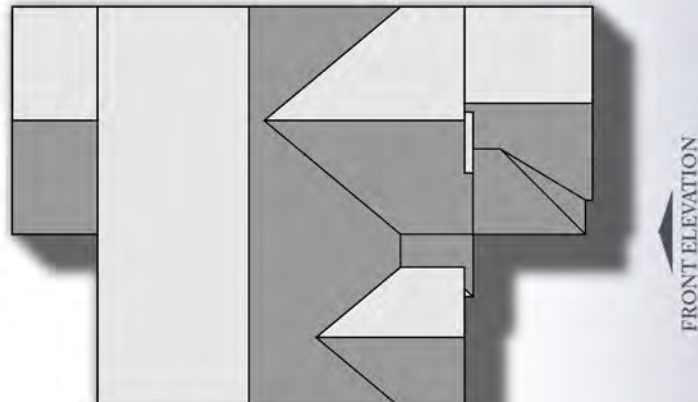
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

LEFT
ELEVATION



ROOF
PLAN

ROOF PITCH 6:12 / 5:12



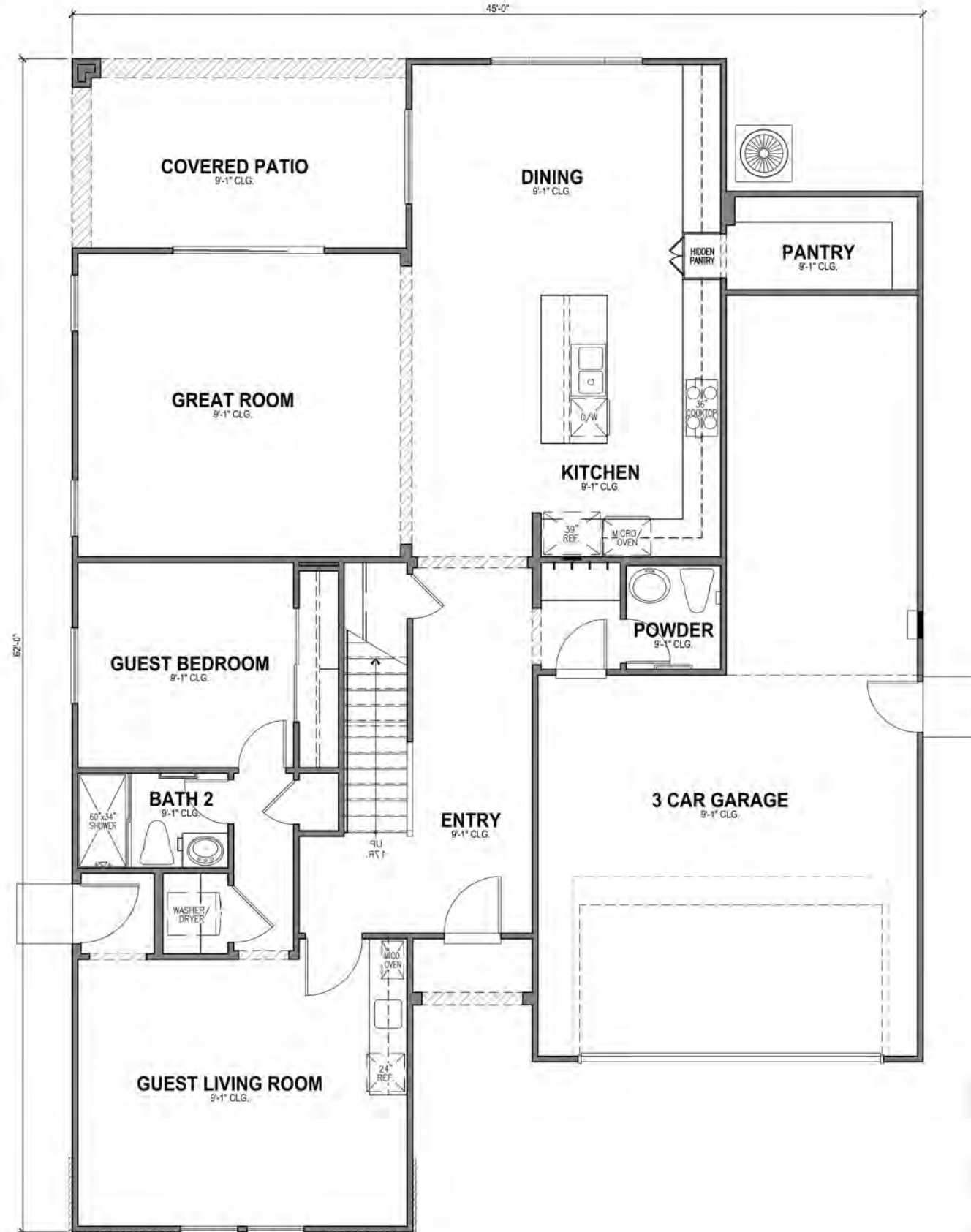
FRONT ELEVATION

PLAN
3312 SQ. FT.

1  LOFT
2  TWO STORY
3  CAR GARAGE
3½  BATHROOMS
4  BEDROOMS



SECOND LEVEL FLOOR PLAN



MAIN LEVEL FLOOR PLAN

CRAFTSMAN COLOR SCHEMES | ELEVATION "A"



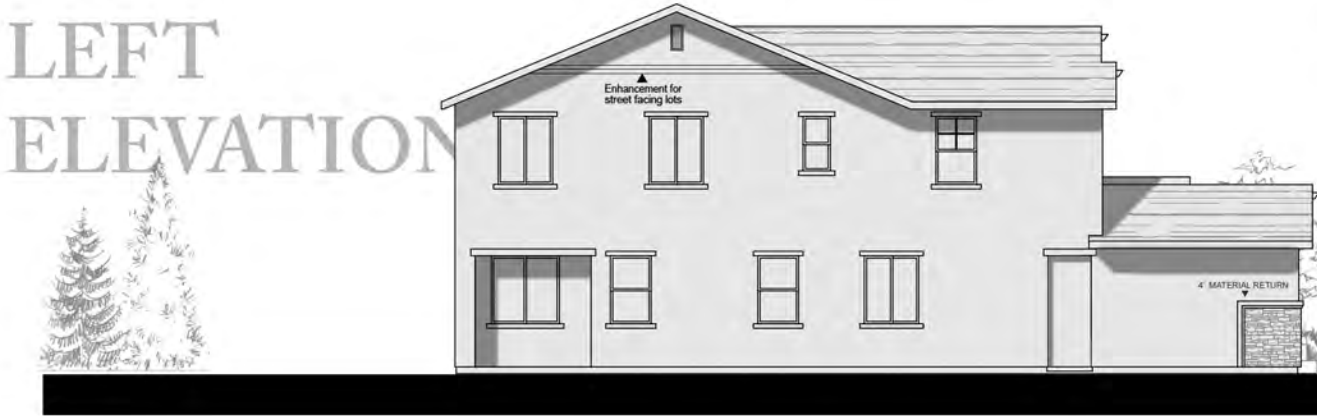
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 0002	Chelsea Mauve	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9083	Dusted Truffle	Siding - Hardie Shingle



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6036	Angora	Main Body
Accent	SW 2856	Fairfax Brown	Accent Areas
Trim	SW 7100	Arcade White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6038	Truly Taupe	Siding - Hardie Shingle



CRAFTSMAN COLOR SCHEMES

ELEVATION "A"



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6350	Intricate Ivory	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6080	Utterly Beige	Siding - Hardie Shingle



LEGEND

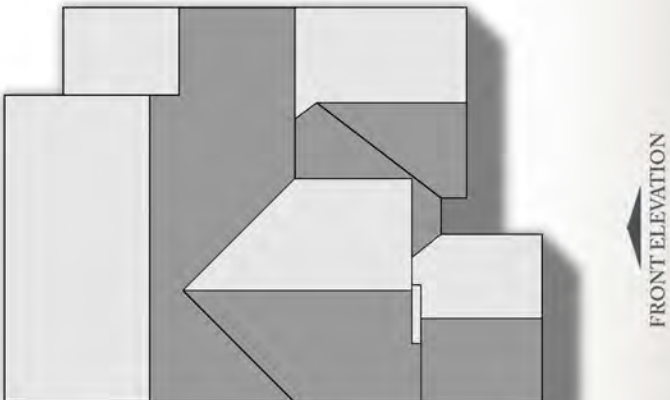
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 7546	Prairie Grass	Main Body
Accent	SW 2843	Roycroft Brass	Accent Areas
Trim	SW 7564	Polar Bear	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9117	Urban Jungle	Siding - Hardie Shingle

RIGHT ELEVATION



ROOF PLAN

ROOF PITCH 5:12



TUSCAN COLOR SCHEMES
ELEVATION “B”

SCHEME 1



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6108	Latte	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 7535	Sandy Ridge	Entry Area

SCHEME 2

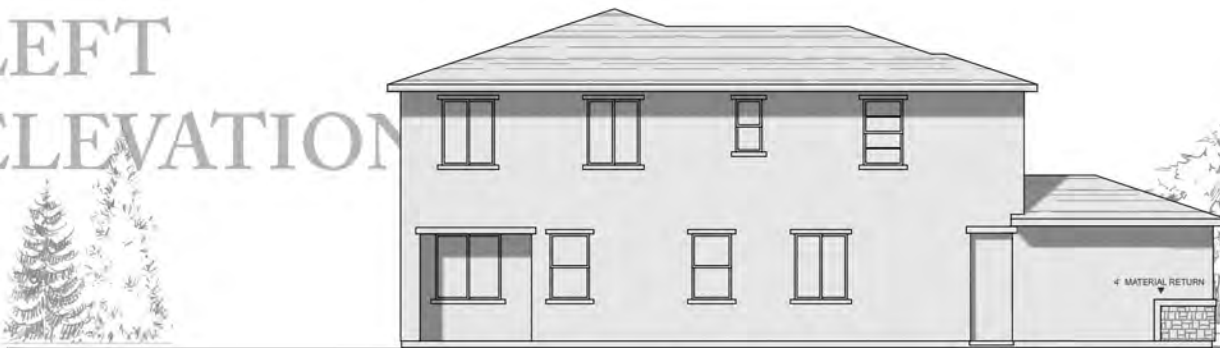


MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 7702	Spiced Cider	Main Body
Accent	SW 7515	Homestead Brown	Accent Areas
Trim	SW 6102	Portabello	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 2803	Rookwood Terra Cotta	Entry Area

LEFT
ELEVATION



REAR
ELEVATION



TUSCAN COLOR SCHEMES
ELEVATION "B"

SCHEME 3



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0028	Caen Stone	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7033	Brainstorm Bronze	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 6129	Restrained Gold	Entry Area

SCHEME 4

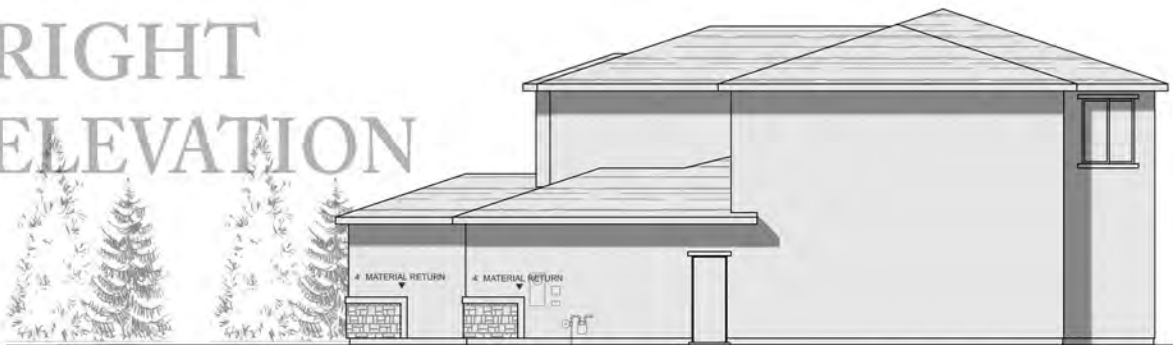


MATERIAL
EXAMPLE

LEGEND

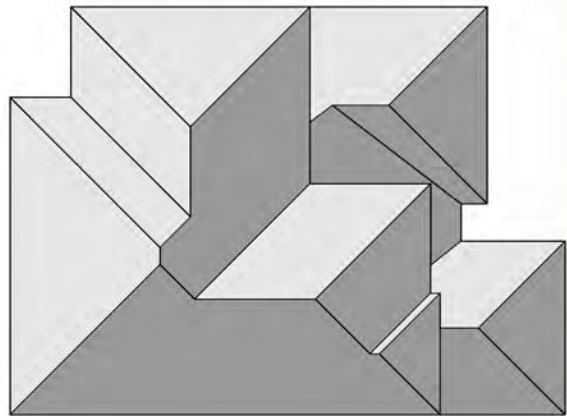
Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6065	Bona Fide Beige	Main Body
Accent	SW 6040	Less Brown	Accent Areas
Trim	SW 7514	Foothills	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 9081	Redend Point	Entry Area

RIGHT
ELEVATION



ROOF
PLAN

ROOF PITCH 5:12



FRONT ELEVATION

FARMHOUSE COLOR SCHEMES

ELEVATION "C"

SCHEME 1



Trim Roofing Main Body Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

SCHEME 2



Trim Roofing Main Body Stone Accent

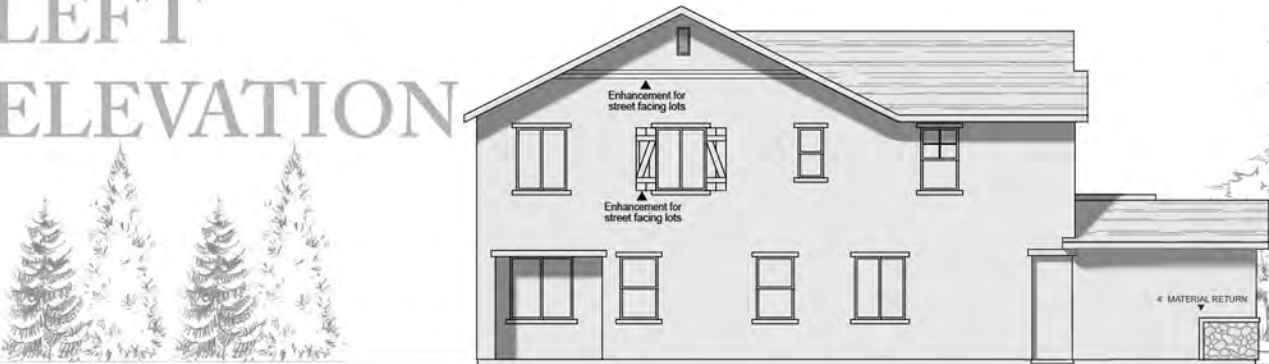
MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

LEFT
ELEVATION



REAR
ELEVATION



FARMHOUSE COLOR SCHEMES

ELEVATION "C"



MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

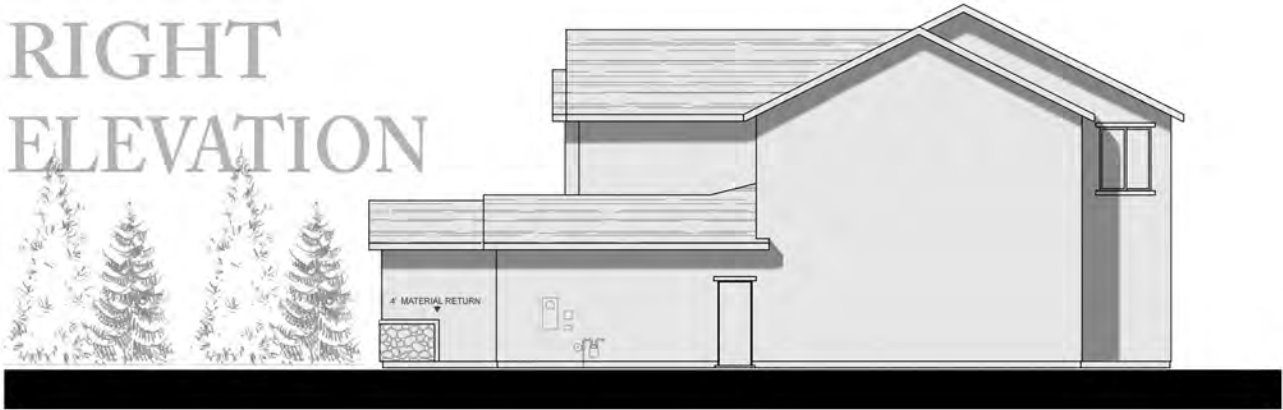


MATERIAL
EXAMPLE

LEGEND

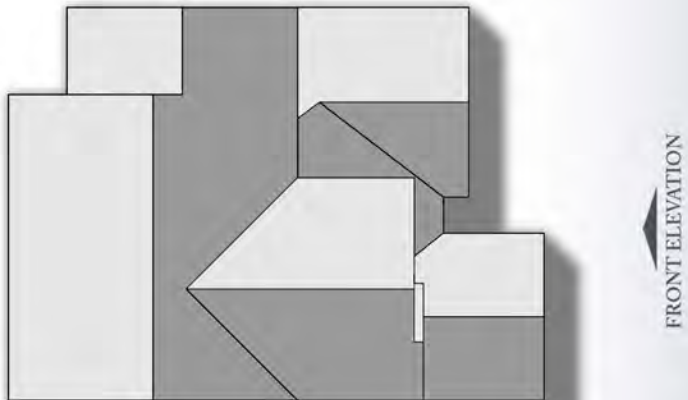
Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia
Stone	Boral / Cultured Stone	Country Ledgestone-Echo Ridge	Masonry Area

RIGHT
ELEVATION



ROOF
PLAN

ROOF PITCH 6:12



COLOR SCHEMES PALETTES

MEDITERRANEAN REVIVAL COLOR SCHEMES

SCHEME 1 Trim Roofing Main Body Stone Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6100	Practical Beige	Main Body
Accent	SW 6095	Toasty	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 9096	Beige Intenso	Siding Panels

SCHEME 2 Trim Roofing Main Body Stone Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6099	Sand Dollar	Main Body
Accent	SW 7509	Tiki Hut	Accent Areas
Trim	SW 7101	Futon	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 7037	Balanced Beige	Siding Panels

SCHEME 3 Trim Roofing Main Body Stone Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 7502	Dry Dock	Main Body
Accent	SW 9091	Half-Caff	Accent Areas
Trim	SW 6092	Lightweight Beige	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Bucks County	Masonry Area
Second Base Color	SW 6081	Down Home	Siding Panels

SCHEME 4 Trim Roofing Main Body Stone Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6330	Villa 900 - Salerno Clay	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6090	Java	Accent Areas
Trim	SW 6066	Sand Trap	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Dressed Fieldstone-Aspen	Masonry Area
Second Base Color	SW 6109	Hopsack	Siding Panels

SCHEME 5 Trim Roofing Main Body Stone Accent Second Color

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6374	Torchlight	Main Body
Accent	SW 6034	Arresting Auburn	Accent Areas
Trim	SW 7684	Concord Buff	Trim, Fascia
Stone	Boral / Cultured Stone	Southern LedgeStone - Chardonnay	Masonry Area
Second Base Color	SW 7513	Sanderling	Siding Panels

ITALIAN COLOR SCHEMES

SCHEME 1

Trim Roofing Main Body Accent 1 Second Color

MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6093	Familiar Beige	Main Body
Accent	SW 6241	Aleutian	Accent Areas
Trim	SW 7562	Roman Column	Trim, Fascia, Garage Door
Second Base Color	SW 7502	Dry Dock	Entry Area

SCHEME 2

Trim Roofing Main Body Accent Second Color

MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6116	Tatami Tan	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 0053	Porcelain	Trim, Fascia, Garage Door
Second Base Color	SW 7710	Brandywine	Entry Area

SCHEME 3

Trim Roofing Main Body Accent Second Color

MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0006	Toile Red	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7719	Fresco Cream	Trim, Fascia, Garage Door
Second Base Color	SW 6081	Down Home	Entry Area

SCHEME 4

Trim Roofing Main Body Accent Second Color

MATERIAL
EXAMPLE

LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6394	Sequin	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia, Garage Door
Second Base Color	SW 7038	Tony Taupe	Entry Area

CRAFTSMAN COLOR SCHEMES

SCHEME 1

Roofing Main Body Siding Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 0002	Chelsea Mauve	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9083	Dusted Truffle	Siding - Hardie Shingle

SCHEME 2

Roofing Main Body Siding Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6036	Angora	Main Body
Accent	SW 2856	Fairfax Brown	Accent Areas
Trim	SW 7100	Arcade White	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6038	Truly Taupe	Siding - Hardie Shingle

SCHEME 3

Roofing Main Body Siding Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 6350	Intricate Ivory	Main Body
Accent	SW 9083	Dusted Truffle	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 6080	Utterly Beige	Siding - Hardie Shingle

SCHEME 4

Roofing Main Body Siding Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 7546	Prairie Grass	Main Body
Accent	SW 2843	Roycroft Brass	Accent Areas
Trim	SW 7564	Polar Bear	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	SW 9117	Urban Jungle	Siding - Hardie Shingle

SCHEME 5

Roofing Main Body Siding Stone Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCJ3184	SAXONY 900 - Rustic Brown Blend	Concrete Roof Tile
Main Body	SW 9161	Dustblu	Main Body
Accent	SW 7645	Thunder Gray	Accent Areas
Trim	SW 7104	Cotton White	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Bucks County	Masonry Area
Shingle Panel	Hardie Shingle	Staggered Edge Panel	Siding - Hardie Shingle

TUSCAN COLOR SCHEMES

SCHEME 1



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6108	Latte	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7596	Only Natural	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 7535	Sandy Ridge	Entry Area

SCHEME 2



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 7702	Spiced Cider	Main Body
Accent	SW 7515	Homestead Brown	Accent Areas
Trim	SW 6102	Portabello	Trim, Fascia, Garage Door
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 2803	Rookwood Terra Cotta	Entry Area

SCHEME 3



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 0028	Caen Stone	Main Body
Accent	SW 6089	Grounded	Accent Areas
Trim	SW 7033	Brainstorm Bronze	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 6129	Restrained Gold	Entry Area

SCHEME 4



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1VICS6464	Villa 900 -California Mission Blend	Concrete Roof Tile
Main Body	SW 6065	Bona Fide Beige	Main Body
Accent	SW 6040	Less Brown	Accent Areas
Trim	SW 7514	Foothills	Trim, Fascia
Stone	Boral / Cultured Stone	Limestone - Golden buckeye	Masonry Area
Second Base Color	SW 9081	Redend Point	Entry Area

FARMHOUSE COLOR SCHEMES

SCHEME 1

Trim Roofing Main Body Accent

MATERIAL
EXAMPLE



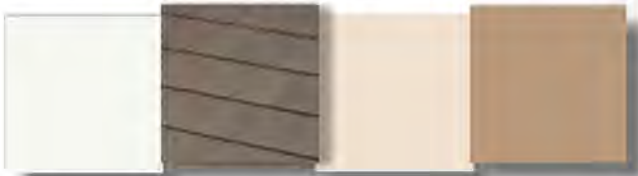
LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6085	Simplify Beige	Main Body
Accent	SW 9151	Daphne	Accent Areas
Trim	SW 7566	Westhighland White	Trim, Fascia, Garage Door

SCHEME 2

Trim Roofing Main Body Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6357	Choice Cream	Main Body
Accent	SW 7724	Canoe	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia

SCHEME 3

Trim Roofing Main Body Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6079	Diverse Beige	Main Body
Accent	SW 9132	Acacia Haze	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia

SCHEME 4

Trim Roofing Main Body Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 7757	High Reflective White	Main Body
Accent	SW 6523	Denim	Accent Areas
Trim	SW 7757	High Reflective White	Trim, Fascia

SCHEME 5

Trim Roofing Main Body Accent

MATERIAL
EXAMPLE



LEGEND

Material	Product Code	Product Name	Location
Roofing	Boral - 1FBCF5139	Saxony 900 Shake - Dove Brown II	Concrete Roof Tile
Main Body	SW 6236	Grays Harbor	Main Body
Accent	SW 7669	Summit Gray	Accent Areas
Trim	SW 7014	Eider White	Trim, Fascia

COVERED PATIO OPTIONS



MEDITERRANEAN REVIVAL



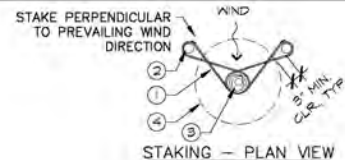
FARMHOUSE

BACK ELEVATION

"PLAN 2365"

*Typical elevation enhancements when street facing

LANDSCAPE PLAN



- 1 24" CORDED RUBBER TIE - ATTACH TO STAKE W/ 2 GALVANIZED SCREWS
- 2 UNTREATED LODGEPOLE PINE STAKE - INSTALL NO CLOSER THAN 18" FROM TRUNK
- 3 TREE - SEE PLAN FOR SIZE AND TYPE
- 4 ROOTBALL - SET CROWN OF ROOTBALL 2" ABOVE FINISH GRADE
- 5 4" LAYER WOOD CHIP MULCH NO MULCH WITHIN 4" OF TRUNK
- 6 WATERING BASIN (4" MIN.) WITH WOOD CHIP MULCH
- 7 SIDEWALK, CURB, OR WALL
- 8 BACKFILL MIX - 50/50 MIX OF EXCAVATED SOIL AND AMENDED SOIL
- 9 SUBGRADE
- 10 TREE PLANTING PRE-PERCOLATE TEST ALL PITS, SCARIFY SIDES AND BOTTOM PRIOR TO BACKFILLING
- 11 SLOW-RELEASE GRANULAR FERTILIZER PER INSTRUCTIONS

NOTES:
1. TREES SHALL BE CLEAR OF ALL STREET LIGHT STANDARDS AND MAILBOXES PER LOCAL ORDINANCE.
2. CONTRACTOR TO VERIFY LOCATION OF UNDERGROUND UTILITIES PRIOR TO PLANTING TREES. TREES SHALL BE CLEAR OF UNDERGROUND UTILITIES PER LOCAL ORDINANCES.

TREE PLANTING

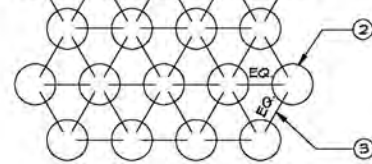
SCALE: N.T.S.

- 1 SHRUB - SEE PLAN FOR SIZE AND TYPE
- 2 ROOTBALL - SET TOP OF ROOTBALL 2" ABOVE FIN. GRADE
- 3 3"-4" LAYER MULCH - NO MULCH WITHIN 4" OF TRUNK
- 4 WATERING BASIN (4" MIN.) WITH WOOD CHIP MULCH
- 5 FINISH GRADE
- 6 BACKFILL MIX - 50/50 MIX OF EXCAVATED SOIL AND AMENDED SOIL
- 7 SHRUB PLANTING PRE-PERCOLATE TEST ALL PITS, SCARIFY SIDES AND BOTTOM PRIOR TO BACKFILLING
- 8 SUBGRADE
- 9 SLOW-RELEASE GRANULAR FERTILIZER PER INSTRUCTIONS

SHRUB PLANTING

SCALE: N.T.S.

- 1 CURB, FENCE OR PAVEMENT EDGE
- 2 GROUND COVER OR SHRUB
- 3 SPACING PER PLANT LEGEND



GROUND COVER SPACING/LAYOUT

SCALE: N.T.S.

CONCEPTUAL PLANT LIST

General design intent shall be the creation of a pleasing mix of plant material as needed to maintain visual interest and a varied but somewhat cohesive streetscape throughout the community. See additional notes below. See container size recommendations in each section below. Plant density MIN/MAX shall be 1 plant per each 15 square foot of planter area.

STREET TREES: 25% TO BE 24" BOX / 30% EVERGREEN
Street Tree plantings shall be specified on final landscape plans. Street tree types and installation methods (staking, etc.) shall be detailed.
Final Plans shall select from the following list (WATER USE IN PARENTHESES):

Zelkova serrata 'City Sprite'	Compact silver leaf zelkova (MOD)
Acer ginnia	Anar maple (MOD)
Magnolia grandiflora 'St. Mary's'	Compact magnolia (MOD)
Eriocarya deflexa	Bronze loquat (MOD)

ACCENT TREES: ALL 15 GALLON SIZE
These small accent trees are used as understory trees to the taller street trees above. These trees are installed in the front yards as shown.
Final Plans shall select from the following list:

Cercis canadensis 'Forest Pansy'	Red-leaf eastern redbud (MOD)
Acer palmatum 'Sango Kaku'	Coral bark Japanese maple (MOD)
Prunus caroliniana 'Compacta'	Compact carolina cherry (LOW)
Magnolia grandiflora 'Little Gem'	Dwarf southern magnolia (MOD)

TREES BETWEEN DRIVEWAYS: ALL 15 GALLON SIZE
These small accent trees are installed between the driveways. One tree only shall be installed between 2 driveways as shown on the plans.
Final Plans shall select from the following list:

Feijoa sellowiana - patio tree	Pineapple guava patio tree (LOW)
Cercis occidentalis - standard	Western redbud (LOW)
Lagerstroemia 'Dynamite' - Standard	Compact Crape Myrtle (LOW)
Lagerstroemia 'Zuni' - Standard	Compact Crape Myrtle (LOW)

SIDE YARD TREES: ALL 15 GALLON SIZE
These trees are installed along the side yard of corner lots.
Final Plans shall select from the following list:

Prunus cerasifera 'Krauter Vesuvius'	Purple leaf flowering plum (MOD)
--------------------------------------	----------------------------------

FOUNDATION SHRUBS (LARGE): ALL 5 GALLON SIZE
These larger evergreen shrubs are used as a foundation along fence lines where shown.
Final Plans shall select from the following list:

Feijoa sellowiana	Pineapple guava (LOW)
Ligustrum texanum	Texas privet (LOW)
Viburnum tinus 'Spring Bouquet'	Laurustinus (MOD)
Xylocma congestum 'Compacta'	Compact shiny xylocma (LOW)

FOUNDATION SHRUBS (SMALL): ALL 5 GALLON SIZE
These shrubs are used as a smaller foundation layering shrub where shown.
Final Plans shall select from the following list:

Nandina domestica 'Compacta'	Compact heavenly Bamboo (LOW)
Salvia greggii 'Rosea'	Autumn sage
Rosa 'Iceberg'	Iceberg rose (MOD)

ACCENT SHRUBS: ALL 5 GALLON SIZE
These shrubs are used as striking accent shrubs within each front yard, and are selected for their vibrant flowers, texture, and/or form.
Final Plans shall select from the following list:

Lagerstroemia - Petite Purple	Bush crape myrtle - purple flower (LOW)
Lagerstroemia 'Ever Red'	Compact crape myrtle (MOD)
Lagerstroemia - Dwarf Red	Bush crape myrtle - red flower (LOW)
Buddleja 'Buzz' Upright Varieties	Dwarf Butterfly Bush - upright varieties (MOD)

LAYERING SHRUBS (LARGE): ALL 5 GALLON SIZE
These shrubs are used primarily as a lower foundation shrub in front of the porches of each home.
Final Plans shall select from the following list:

Calistemon 'Little John'	Dwarf bottlebrush (LOW)
Raphiolepis umbellata minor	Compact India Hawthorn (LOW)
Salvia greggii 'Rosea'	Autumn sage (LOW)
Rosmarinus 'Tuscan Blue'	Upright rosemary (LOW)

LAYERING SHRUBS (SPREADING): ALL 5 GALLON SIZE
These spreading, flowering shrubs are used as smaller companions to the accent shrubs above, and in other locations where a smaller shrub size is warranted.
Final Plans shall select from the following list:

Lantana - trailing white	Trailing lantana - white (LOW)
Rosa 'Drift' varieties	Drift Rose (assorted colors) (MOD)
Lantana - trailing lavender	Trailing lantana - lavender (LOW)

LAYERING SHRUBS (UPRIGHT): ALL 5 GALLON SIZE
These shrubs are more upright in habit than the spreading layering shrubs above, and are used in other locations where a smaller shrub size is warranted.
Final Plans shall select from the following list:

Erysimum 'Bowles's Mauve'	Wallflower (LOW)
Rosmarinus 'off. Prostratus'	Prostrate rosemary (LOW)
Lantana - trailing lavender	Trailing lantana - lavender (LOW)
Bouteloua g. 'Blonde Ambition'	Blue grama grass (LOW)

LAYERING SHRUBS (SMALL): ALL 1 GALLON SIZE
These smaller shrubs are used as smaller companions to the upright layering shrubs above, and in other locations where a smaller shrub size is warranted.
Final Plans shall select from the following list:

Accellera 'Moonshine'	Yarrow (LOW)
Accellera 'Red Velvet'	Yarrow (LOW)
Tulbaghia violacea	Society garlic (LOW)

ENTRY ACCENT SHRUBS: ALL 1 GALLON SIZE
These small accent shrubs are used primarily along the entry walk leading to the front porch of each home.
Final Plans shall select from the following list:

Dianella 'Tee Red'	Dwarf fax lily (LOW)
Pennisetum 'Little Bunny'	Dwarf fountain grass (LOW)
Eriogon karwinskianus	Santa Barbara daisy (LOW)
Tracholopium jasmindos	Star jasmine (MOD)

GRASS-LIKE SHRUBS: ALL 5 GALLON SIZE
This shrub is utilized randomly throughout the landscape as textural accents where shown.
Final Plans shall select from the following list:

Dietes bicolor	Butterfly lily (LOW)
----------------	----------------------

TRANSITION GROUND COVER: ALL 1 GALLON SIZE
This low, spreading groundcover is used along the back of curb at the property lines in order to provide a seamless transition between lots.
Final Plans shall select from the following list:

Mysoreum parviflorum 'Puffin Creek'	Creeping mysoreum
-------------------------------------	-------------------

GROUND COVER: ALL 1 GALLON SIZE @ 18"-24" O.C.
This low, evergreen groundcover is used along the back of the sidewalk as a low, unifying groundcover along the streetscape.
Final Plans shall select from the following list:

Teucrium chamaedrys 'Prostratum'	Wall germander (LOW)
Thymus praecox	Creeping thyme (LOW)
Gazania 'Mitsueya Yellow'	Clumping gazania (LOW)

L (TYPICAL)



CONCEPTUAL LANDSCAPE NOTES

- Prior to construction, final landscape plans shall be prepared by a licensed landscape architect and shall be certified in accordance with City water conservation requirements. Landscape Plans shall specify:
 - Planting and installation details and notes including soil amendments.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow, controller, and water meter devices identified.
- All side yard gates shall swing away from the rear yard as shown on plans.
- All tree, shrub, and groundcover selections shall be specified on final plans for each lot within the community.
- All shrub and groundcover areas shall have an approved weed barrier fabric installed per manufacturer's specifications.
- All shrub and groundcover areas shall receive a 3" minimum layer of bark topdressing. Bark shall be 'Mocha Chips' as available from Recology (or equal - submit sample for approval).
- Installer shall apply a pre-emergent herbicide to all shrub and groundcover areas per manufacturer's instructions.
- For all tree planting installations, installer shall leave a 24" diameter area around the base of each tree free of any vegetation. Bark topdressing may be applied in this area.
- Installer shall make every effort to maintain smooth and even grades throughout project areas, with no abrupt changes in grade where possible.
- All plant material shall conform to the guidelines established by the current American Standard of Nursery Stock, published by The American Association of Nurserymen and the Quality Specifications for Nursery Tree Quality, published by The Urban Tree Foundation. Landscape Architect reserves the right to reject or substitute unacceptable plant material.
- Installer shall make adjustments to plant types and locations as needed if site conditions warrant necessary changes (planter size, sun exposure, etc.).
- All trees (street trees and accent trees) shall be planted no closer than 60" to any water meter box. All other plant material shall be planted no closer than 30" to any water meter box. Distance measurements are from centerline to centerline of meter box to tree / shrub trunk.
- All trees shall maintain a 10 foot minimum clearance around all utility poles. All street trees within 10' or less to any street or walkway shall be deep rooted species or be separated from hardscapes with an approved root barrier to prevent damage to public improvements.

GRANTLINE 208 - 35' WIDE PRODUCT

RANCHO CORDOVA, CALIFORNIA

LENNAR

1420 ROCKY RIDGE DR. - #320 / ROSEVILLE, CA



Rev.	Revision	Date
1		

Drawing Title

PLANTING LAYOUTS

Date	AUGUST 4, 2018
Drawn By	JL
Scale	1/8" = 1'-0"

L-1.1

Sym.	Revision	Date

Drawing Title
PLANTING LAYOUTS

Date
AUGUST 4, 2018
Drawn By
JL
Scale
1/8" = 1'-0"

L-1.2

1"= 8'-0"
0 4' 8' 16'



TYPICAL INTERIOR LOT LAYOUT

CURBSIDE PLANTER STRIP PLANT LIST ONLY

FOUNDATION PLANTS: ALL 5 GALLON SIZE
These compact evergreen shrubs are installed in the curbside planter strip in blocks as shown.

Final Plans shall select from the following list:

Westringia fruticosa 'Morning Light' Coast rosemary

LAYERING PLANTS: ALL 5 GALLON SIZE
These low shrubs are installed in the curbside planter strip as shown.

Final Plans shall select from the following list:

Rosa 'Red Ribbons' Groundcover rose

ACCENT SHRUBS: ALL 5 GALLON SIZE
These low shrubs are installed in the curbside planter strip as shown.

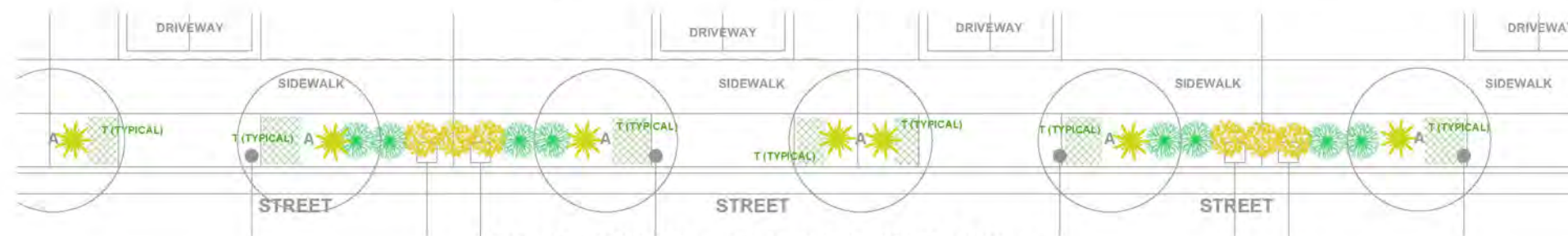
Final Plans shall select from the following list:

Lantana m. 'Trailing White' Trailing white lantana (LOW)

GROUNDCOVERS: ALL 1 GALLON SIZE @ 18" O.C.
Groundcover in the curbside planter strip shall be:

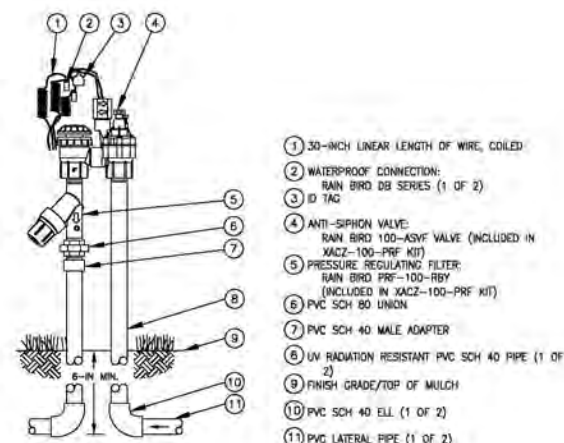
Teucrium chamaedrus 'Prostratum' Wall germander (LOW)

T (TYPICAL)

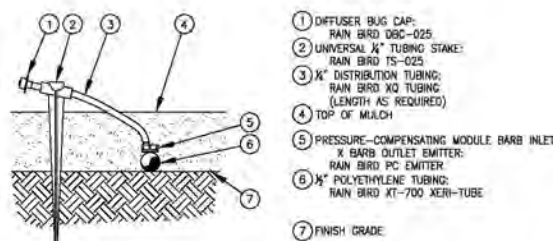


TYPICAL CURBSIDE PLANTER STRIP LAYOUT
(SEE CIVIL PLANS FOR LOCATIONS)

1"= 8'-0"
0 4' 8' 16'

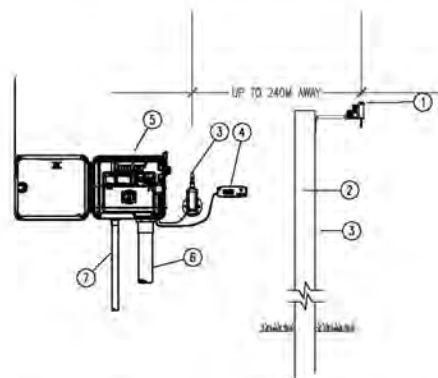


ASVF100_REMOTE_CONTROL_DRIP_ZONE_KIT



NOTES:
1. USE RAIN BIRD XERIMAN TOOL XM-TOOL TO INSERT EMITTER DIRECTLY INTO 1/4" POLYETHYLENE TUBING.

PRESSURE_COMPENSATING_EMITTER_INTO_1/4_TUBING-STAKE



WIRELESS SOLAR SYNC SYSTEM
NO SCALE

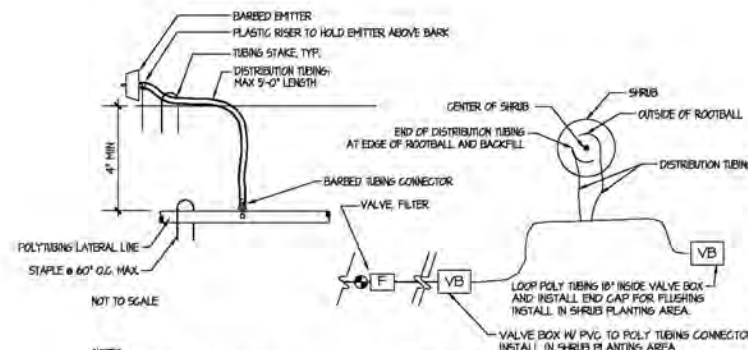
IRRIGATION AND DRAINAGE NOTES:

IRRIGATION:

- These irrigation plans are diagrammatic and represent the work to be installed. All piping, valves, parts, etc. shall be installed in planting areas wherever possible.
- Irrigation system installation shall conform to all local codes and ordinances.
- All main pressure lines under paving surfaces shall be placed in schedule 40 PVC sleeves (verify sleeve locations on site).
- All landscaped areas shall be drip irrigated. Irrigation details and schedules shall be shown on Final Irrigation Plans.
- Install manual bronze gate valve (line size) upstream of front yard valve manifold at P.O.C. for each home.
- Irrigation controllers shall be Hunter X-Core with Wireless SolarSync weather sensor installed for each home per manufacturer's recommendations (ET-based controller system).
- All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802.2014 "Landscape Irrigation Sprinkler and Emitter Standard." All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802.2014.
- Water Use shall be demonstrated on Final Landscape Plans and shall conform to State of CA Conservation Ordinance and all amendments (latest edition).

DRAINAGE:

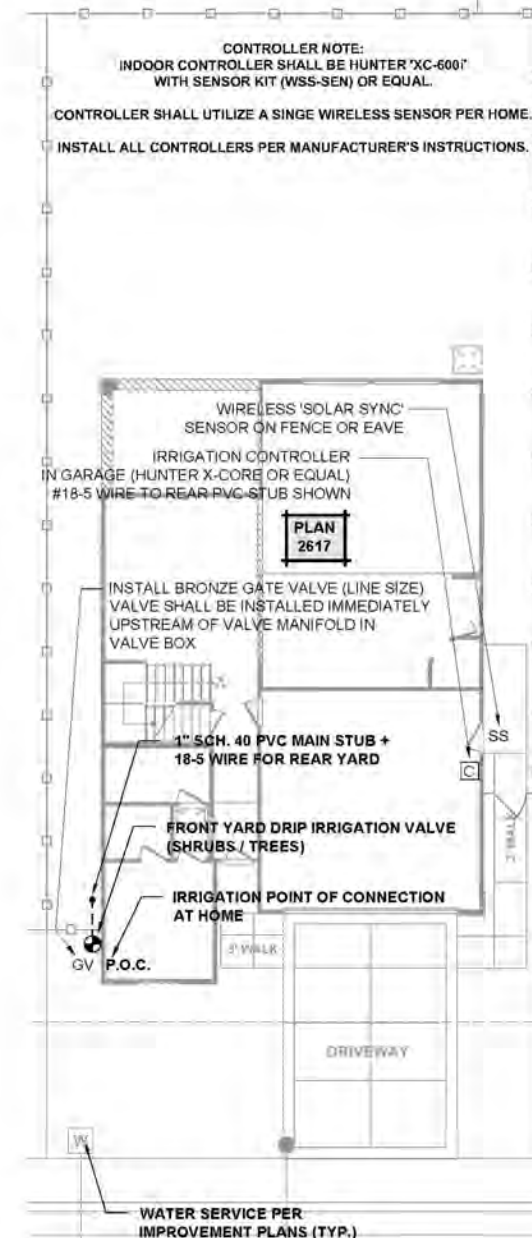
- All areas that cannot be surfaced drained shall be drained using 3" PVC solid drain lines, fittings, inlets, etc. Any areas retaining standing water for more than 2 hours shall be corrected.
- All roof downspouts within property shall be connected to underground drainage system (not shown on plans). This includes all front and rear yard roof downspouts.
- Installer shall place catch basins and / or inlets in appropriate locations throughout each property as needed to minimize standing water (coordinate with homebuilder on site regarding finish grading by others). See standing water condition in note #1 above.
- Installer shall be responsible for providing proper surface drainage throughout site, and in addition, for providing proper clearances per local codes and ordinances at house foundation locations.



- NOTES:
- PROVIDE A DRIP EMITTER SYSTEM FOR ALL TREES, SHRUBS AND GROUNDCOVER.
 - ACTUAL LAYOUT OF EMITTER SYSTEM SHALL BE DETERMINED IN THE FIELD USING THE IRRIGATION DETAILS AND EMITTER SCHEDULE AS A GUIDE.
 - DRIP EMITTERS SHALL BE PRESSURE COMPENSATING.

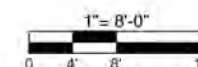
EMITTER SCHEDULE			
PLANT TYPE	EMITTER SIZE	# OF EMITTERS PER PLANT	REMARKS
TREES	1.0PH	2	EQUALLY SPACED AROUND ROOTBALL, 12" FROM BASE OF TRUNK.
SHRUBS	1.0PH	2	EQUALLY SPACED AROUND PLANT.
GROUNDCOVERS	1.0PH	1	EQUALLY SPACED AROUND PLANT.

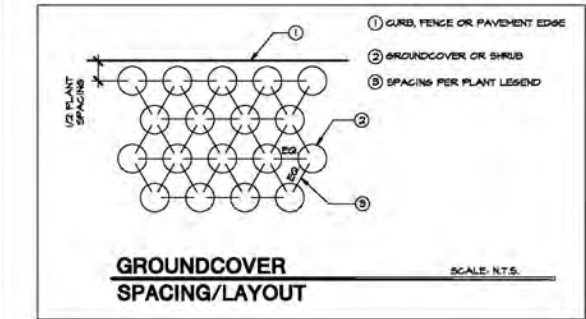
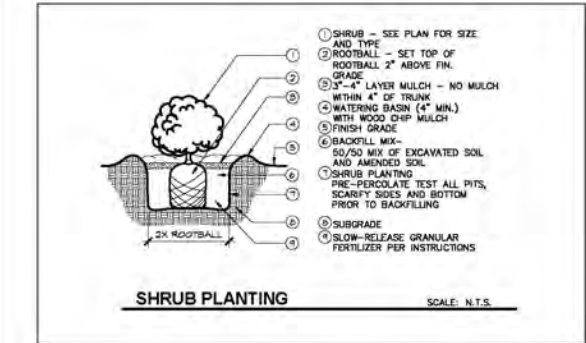
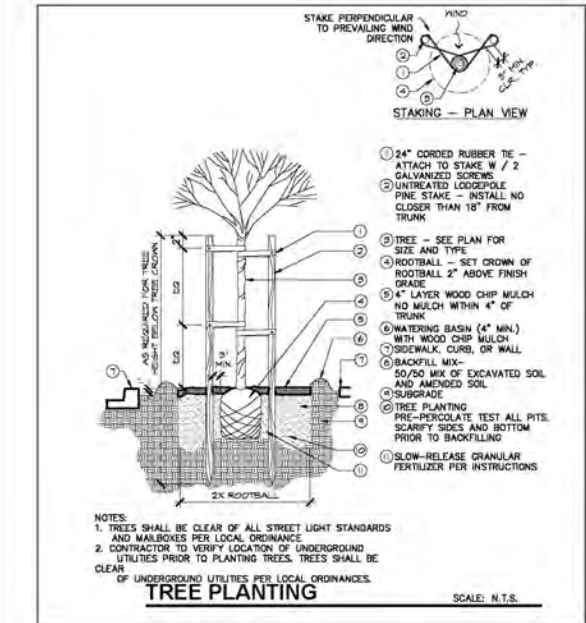
DRIP DETAILS



TYPICAL INTERIOR LOT LAYOUT - ALL LOTS

PLAN 2617 SHOWN





CONCEPTUAL PLANT LIST

General design intent shall be the creation of a pleasing mix of plant material as needed to maintain visual interest and a varied but somewhat cohesive streetscape throughout the community. See additional notes below.
See container size recommendations in each section below.
Plant density MINIMUM shall be 1 plant per each 10 square feet of planter area.

STREET TREES:

25% TO BE 34" BOX / 30% EVERGREEN
Street Tree plantings shall be specified on final landscape plans. Street tree types and installation methods (staking, etc.) shall be detailed.
Final Plans shall select from the following list (WATER USE IN PARENTHESES):

Zelkova serrata 'City Sprig'	Compact laurel leaf zelkova (MOD)
Acer ginnala	Amar maple (MOD)
Magnolia grandiflora 'St. Mary's'	Compact magnolia (MOD)
Eriobotrya deflexa	Bronze leaved (MOD)

ACCENT TREES:

These small accent trees are used as understory trees to the taller street trees above. These trees are installed in the front yards as shown.
Final Plans shall select from the following list:

Cercis canadensis 'Forest Pansy'	Red-leaf eastern redbud (MOD)
Acer palmatum 'Sango Kaku'	Coral bark Japanese maple (MOD)
Prunus caroliniana 'Compacta'	Compact carolina cherry laurel (LOW)
Magnolia grandiflora 'Little Gem'	Dwarf southern magnolia (MOD)

TREES BETWEEN DRIVEWAYS: ALL 15 GALLON SIZE

These small accent trees are installed between the driveways. One tree only shall be installed between 2 driveways as shown on the plans.
Final Plans shall select from the following list:

Feijoa sellowiana - pitto tree	Pineapple guava patio tree (LOW)
Cercis occidentalis - standard	Western redbud (LOW)
Lagerstroemia 'Dynamite' - Standard	Compact Crape Myrtle (LOW)
Lagerstroemia Zuni - Standard	Compact Crape Myrtle (LOW)

SIDE YARD TREES:

These trees are installed along the side yard of corner lots.
Final Plans shall select from the following list:

Prunus cerasifera 'Krauter Vesuvius'	Purple leaf flowering plum (MOD)
--------------------------------------	----------------------------------

FOUNDATION SHRUBS (LARGE):

These larger evergreen shrubs are used as a foundation along fence lines where shown.
Final Plans shall select from the following list:

Feijoa sellowiana	Pineapple guava (LOW)
Ugustrum texanum	Texas privet (LOW)
Viburnum tinus 'Spring Bouquet'	Laurustinus (MOD)
Xylocarpus congestus 'Compacta'	Compact shiny xylocarpus (LOW)

FOUNDATION SHRUBS (SMALL):

These shrubs are used as a smaller foundation layering shrub where shown.
Final Plans shall select from the following list:

Nandina domestica 'Compacta'	Compact heavenly Bamboo (LOW)
Salvia greggii 'Roses'	Autumn sage (MOD)
Rosa Iceberg	Iceberg rose (MOD)

ACCENT SHRUBS:

These shrubs are used as striking accent shrubs within each front yard, and are selected for their vibrant flowers, texture, and/or form.
Final Plans shall select from the following list:

Lagerstroemia - Petite Purple	Bush crape myrtle - purple flower (LOW)
Loropetalum 'Ever Red'	Compact Chinese fringe (MOD)
Lagerstroemia - Dwarf Red	Bush crape myrtle - red flower (LOW)
Buddleja 'Buzz' Upright Varieties	Dwarf Butterfly Bush - upright varieties (MOD)

LAYERING SHRUBS (LARGE): ALL 5 GALLON SIZE

These shrubs are used primarily as a lower foundation shrub in front of the porches of each home.
Final Plans shall select from the following list:

Callistemon 'Little John'	Dwarf bottlebrush (LOW)
Rhaphiolepis umbellata minor	Compact India hawthorn (LOW)
Salvia greggii 'Roses'	Autumn sage (LOW)
Rosemarinus 'Tuscan Blue'	Upright rosemary (LOW)

LAYERING SHRUBS (SPREADING): ALL 5 GALLON SIZE

These spreading, flowering shrubs are used as smaller companions to the accent shrubs above, and in other locations where a smaller shrub size is warranted.
Final Plans shall select from the following list:

Lantana - trailing white	Trailing lantana - white (LOW)
Rosa 'Drift' varieties	Drift Rose (assorted colors) (MOD)
Lantana - trailing lavender	Trailing lantana - lavender (LOW)

LAYERING SHRUBS (UPRIGHT): ALL 5 GALLON SIZE

These shrubs are more upright in habit than the spreading layering shrubs above, and are used in other locations where a smaller shrub size is warranted.
Final Plans shall select from the following list:

Erythronium 'Bowie's Mauve'	Wallflower (LOW)
Rosemarinus off. 'Prostratus'	Prostrate rosemary (LOW)
Lantana - trailing lavender	Trailing lantana - lavender (LOW)
Bouteloua g. 'Blonde Ambition'	Blue grama grass (LOW)

LAYERING SHRUBS (SMALL): ALL 1 GALLON SIZE

These smaller shrubs are used as smaller companions to the upright layering shrubs above, and in other locations where a smaller shrub size is warranted.
Final Plans shall select from the following list:

Acchillea 'Moonshine'	Yarrow (LOW)
Acchillea 'Red velvet'	Yarrow (LOW)
Tulbaghia violacea	Society garlic (LOW)

ENTRY ACCENT SHRUBS: ALL 1 GALLON SIZE

These small accent shrubs are used primarily along the entry walk leading to the front porch of each home.
Final Plans shall select from the following list:

Dianella 'Tas Red'	Dwarf flax lily (LOW)
Pennisetum 'Little Bunny'	Dwarf fountain grass (LOW)
Eriogonum karwinskianus	Santa Barbara daisy (LOW)
Trachelospermum jasminoides	Star jasmine (MOD)

GRASS-LIKE SHRUBS:

This shrub is utilized randomly throughout the landscape as textural accents where shown.
Final Plans shall select from the following list:

Dietes bicolor	Butterfly lily (LOW)
----------------	----------------------

TRANSITION GROUND COVER: ALL 1 GALLON SIZE

This low, spreading groundcover is used along the back of curb at the property lines in order to provide a seamless transition between lots.
Final Plans shall select from the following list:

Mycoporum parvifolium 'Pulsar Creek' Creeping mycoporum

GROUND COVER: ALL 1 GALLON SIZE @ 18"-24" O.C.
This low, evergreen groundcover is used along the back of the sidewalk as a low, unifying groundcover along the streetscape.
Final Plans shall select from the following list:

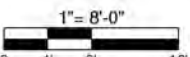
Teucrium chamaedrys 'Prostratum'	Wall germander (LOW)
Thymus praecox	Creeping thyme (LOW)
Gazania 'Yellow Yellow'	Clumping gazania (LOW)

L (TYPICAL)



CONCEPTUAL LANDSCAPE NOTES

- Prior to construction, final landscape plans shall be prepared by a licensed landscape architect and shall be certified in accordance with City water conservation requirements.
Landscape Plans shall specify:
Planting and installation details and notes including soil amendments
Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow, controller, and water meter devices identified.
- All side yard man gates shall swing away from the rear yard as shown on plans.
- All tree, shrub, and groundcover selections shall be specified on final plans for each lot within the community.
- All shrub and groundcover areas shall have an approved weed barrier fabric installed per manufacturer's specifications.
- All shrub and groundcover areas shall receive a 3" minimum layer of bark topdressing. Bark shall be: Mocha Chips as available from Recology (or equal - submit sample for approval).
- Installer shall apply a pre-emergent herbicide to all shrub and groundcover areas per manufacturer's instructions.
- For all tree planting installations, installer shall leave a 24" diameter area around the base of each tree free of any vegetation. Bark topdressing may be applied in this area.
- Installer shall make every effort to maintain smooth and even grades throughout contract areas, with no abrupt changes in grade where possible.
- All plant material shall conform to the guidelines established by the current American Standard of Nursery Stock, published by The American Association of Nurserymen and the Guideline Specifications for Nursery Tree Quality, published by the Urban Tree Foundation. Landscape Architect reserves the right to reject or substitute unacceptable plant material.
- Installer shall make adjustments to plant types and loadouts as needed if site conditions warrant necessary changes (planter size, sun exposure, etc.).
- All trees (street trees and accent trees) shall be planted no closer than 60" to any water meter box. All other plant material shall be planted no closer than 30" to any water meter box. Distance measurements are from centerline to centerline of meter box to tree / shrub trunk.
- All trees shall maintain a 10 foot minimum clearance around all utility poles. All street trees within 10' or less to any street or walkway shall be deep rooted species or be separated from landscapes with an approved root barrier to prevent damage to public improvements.



LANDSCAPE ARCHITECTURE - SITE DESIGN

EarthLine
DESIGN

808 BOX 661 • ROSEVILLE • CA • 95662
916.437.7644 • www.earthlinedesign.com

GRANTLINE 208 - 45' WIDE PRODUCT
RANCHO CORDOVA, CALIFORNIA

LENNAR

1420 ROCKY RIDGE DR. - #320 / ROSEVILLE, CA

LICENSED LANDSCAPE ARCHITECT

JAMES NORMAN LUTTRELL, C.A.S.

Signature: [Signature]
4-2020
Expiry Date: 8-4-2025
Date: [Date]
STATE OF CALIFORNIA

Sym.	Revision	Date

Drawing Title

PLANTING LAYOUTS

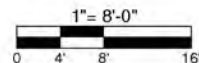
Date: **AUGUST 4, 2018**

Drawn By: **JL**

Scale: **1/8" = 1'-0"**

L-1.1

262



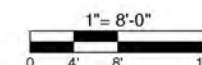
TYPICAL INTERIOR LOT LAYOUT

CURBSIDE PLANTER STRIP PLANT LIST ONLY

- FOUNDATION PLANTS:** ALL 5 GALLON SIZE
These compact evergreen shrubs are installed in the curbside planter strip in blocks as shown.
Final Plans shall select from the following list:
- Westringia fruticosa 'Morning Light' Coast rosemary
- LAYERING PLANTS:** ALL 5 GALLON SIZE
These low shrubs are installed in the curbside planter strip as shown.
Final Plans shall select from the following list:
- Rosa 'Red Ribbons' Groundcover rose
- ACCENT SHRUBS:** ALL 5 GALLON SIZE
These low shrubs are installed in the curbside planter strip as shown.
Final Plans shall select from the following list:
- Lantana m. 'Trailing White' Trailing white lantana (LOW)
- GROUNDCOVERS:** ALL 1 GALLON SIZE @ 18" O.C.
Groundcover in the curbside planter strip shall be:
- Teucrium chamaedrus 'Prostratum' Wall germander (LOW)



TYPICAL CURBSIDE PLANTER STRIP LAYOUT
(SEE CIVIL PLANS FOR LOCATIONS)



Sym.	Revision	Date

Drawing Title
PLANTING LAYOUTS

Date
AUGUST 4, 2018
Drawn By
JL
Scale
1/8" = 1'-0"

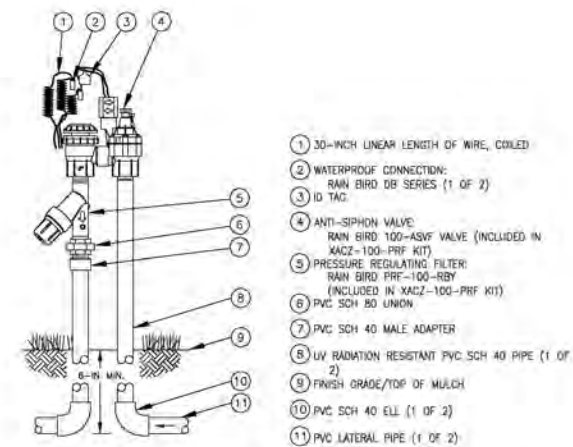
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Rev.	Revision	Date

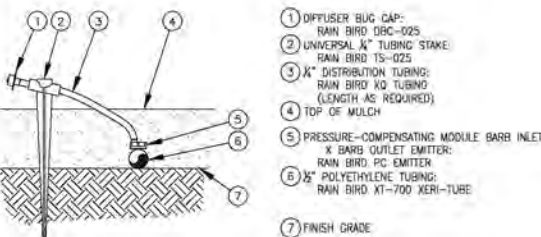
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IRRIGATION SCHEMATIC

Date
AUGUST 4, 2018
Drawn By
JL
Scale
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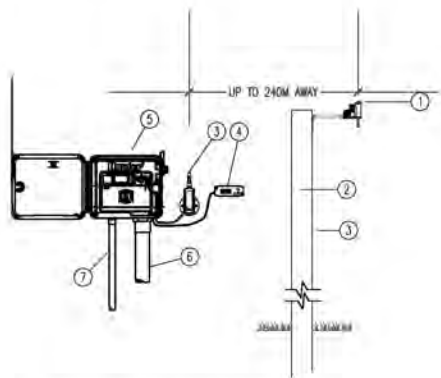
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ASVF100_REMOTE_CONTROL_DRIP_ZONE_KIT



NOTES:
1. USE RAIN BIRD XERIMAN TOOL XM-TOOL TO INSERT EMITTER DIRECTLY INTO 1/4" POLYETHYLENE TUBING.
PRESSURE_COMPENSATING_EMITTER_INTO_1/4" TUBING-STAKE



WIRELESS SOLAR SYNC SYSTEM
NO SCALE

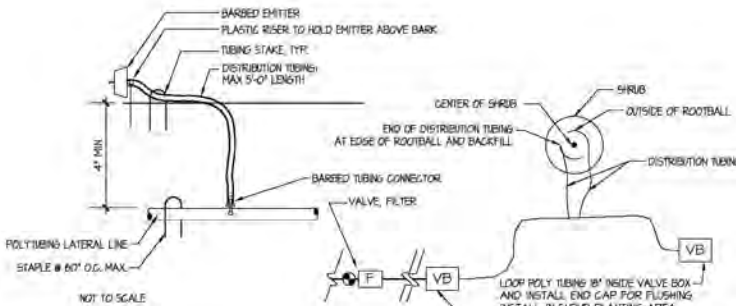
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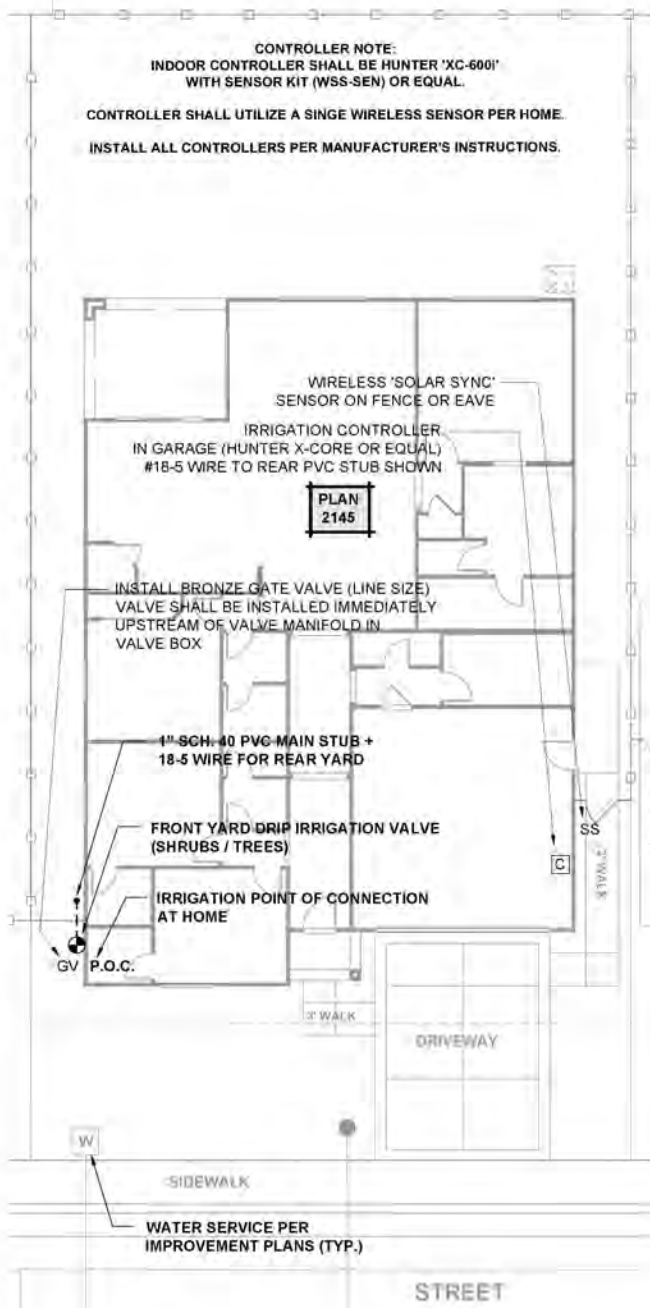
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 - DRIP EMITTERS SHALL BE PRESSURE COMPENSATING.

EMITTER SCHEDULE			
PLANT TYPE	EMITTER SIZE	# OF EMITTERS PER PLANT	REMARKS
TREES	1/2" IN	5	EQUALLY SPACED AROUND ROOTBALL, 3' FROM BASE OF TRUNK.
SHRUBS	1/4" IN	2	EQUALLY SPACED AROUND PLANT.
GROUNDCOVERS	1/8" IN	1	EQUALLY SPACED AROUND PLANT.

DRIP DETAILS



TYPICAL INTERIOR LOT LAYOUT - ALL LOTS
PLAN 2145 SHOWN

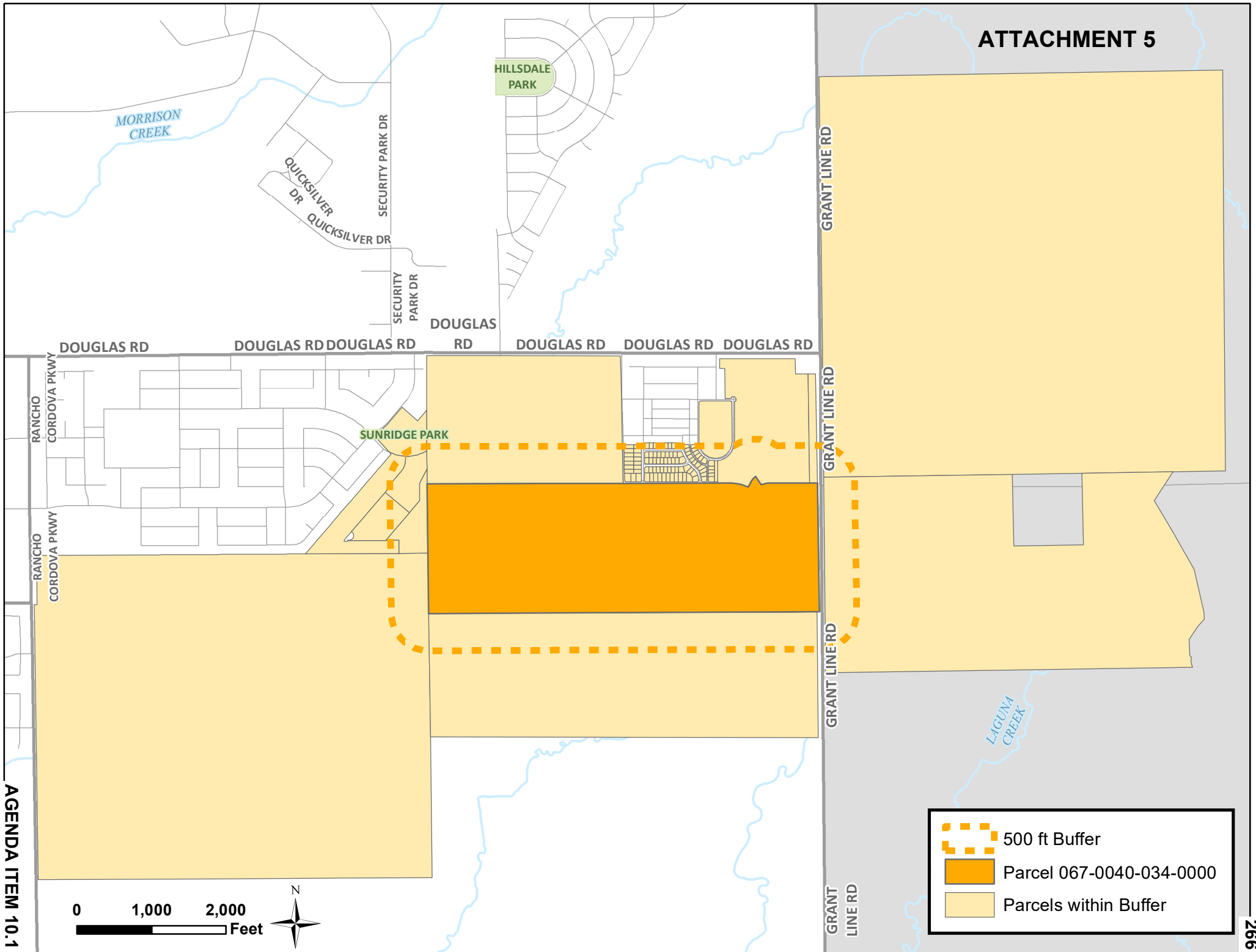
PREPARED BY

HMA Architecture

2330 East Bidwell St., Ste. 204

Folsom, Ca. 95630

(916) 597-1500



ATTACHMENT 5

067 0040 008 0000
K Hovnanian At Jaeger Ranch LLC
3721 Douglas Blvd #150
Roseville CA 95661

067 0780 011 0000
Sunridge Park LLC
2410 Fair Oaks Blvd #110
Sacramento CA 95825

067 0780 017 0000
City Of Rancho Cordova
2729 Prospect Park Dr
Rancho Cordova CA 95670

073 0040 036 0000
Cordova Hills LLC
5241 Arnold Ave
McClellan CA 95652

067-1080-005
Lennar Homes of California Inc
1420 Rock Ridge Dr #320
Roseville CA 95661

067-1080-008
Lennar Homes of California Inc
1420 Rock Ridge Dr #320
Roseville CA 95661

067-1080-011
Lennar Homes of California Inc
1420 Rock Ridge Dr #320
Roseville CA 95661

067-1150-003-0000
Occupant
12750 Knightsbrook Ave
Rancho Cordova CA 95670

067-1150-006-0000
Occupant
12762 Knightsbrook Ave
Rancho Cordova CA 95670

067-1150-009-0000
Occupant
12774 Knightsbrook Ave
Rancho Cordova CA 95670

067 0040 013 0000
Arista Del Sol Jcp LLC
555 University Ave #200
Sacramento CA 95825

067 0780 014 0000
Rancho Cordova Rec & Park District
2729 Prospect Park Dr #230
Rancho Cordova CA 95670

067 0780 026 0000
Sacramento Municipal Utility District
6201 S St
Sacramento CA 95817

067-1080-003
Lennar Homes of California Inc
1420 Rock Ridge Dr #320
Roseville CA 95661

067-1080-006
Lennar Homes of California Inc
1420 Rock Ridge Dr #320
Roseville CA 95661

067-1080-009
Lennar Homes of California Inc
1420 Rock Ridge Dr #320
Roseville CA 95661

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Rancho Cordova CA 95670

067 0040 026 0000
Lal Brothers LLC
353 E Bonneville Ave #807
Las Vegas NV 89101

067 0780 015 0000
Sacto Vly Conservancy
Po Box 163351
Sacramento CA 95816

073 0010 007 0000
Peter Tracy
1443 35th Ave
San Francisco CA 94122

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Lennar Homes of California Inc
1420 Rock Ridge Dr #320
Roseville CA 95661

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1420 Rock Ridge Dr #320
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Lennar Homes of California Inc
1420 Rock Ridge Dr #320
Roseville CA 95661

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ATTACHMENT 5

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ATTACHMENT 5

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Rancho Cordova CA 95670

067-1150-046-0000
Occupant
12743 Quantum Way
Rancho Cordova CA 95670

067-1150-049-0000
Occupant
12750 Quantum Way
Rancho Cordova CA 95670

067-1150-052-0000
Occupant
12762 Quantum Way
Rancho Cordova CA 95670

067-1150-055-0000
Occupant
12774 Quantum Way
Rancho Cordova CA 95670

067-1150-058-0000
Occupant
12783 Montbrook Way
Rancho Cordova CA 95670

067-1150-061-0000
Occupant
12771 Montbrook Way
Rancho Cordova CA 95670

067-1150-064-0000
Occupant
12759 Montbrook Way
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Occupant
12747 Montbrook Way
Rancho Cordova CA 95670

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Occupant
12746 Montbrook Way
Rancho Cordova CA 95670

067-1150-044-0000
Occupant
12751 Quantum Way
Rancho Cordova CA 95670

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Occupant
12742 Quantum Way
Rancho Cordova CA 95670

067-1150-050-0000
Occupant
12754 Quantum Way
Rancho Cordova CA 95670

067-1150-053-0000
Occupant
12766 Quantum Way
Rancho Cordova CA 95670

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Occupant
12778 Quantum Way
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067-1150-059-0000
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12743 Montbrook Way
Rancho Cordova CA 95670

067-1150-071-0000
Occupant
12750 Montbrook Way
Rancho Cordova CA 95670

ATTACHMENT 5

067-1150-072-0000
Occupant
12754 Montbrook Way
Rancho Cordova CA 95670

067-1150-075-0000
Occupant
12766 Montbrook Way
Rancho Cordova CA 95670

067-1150-078-0000
Occupant
12778 Montbrook Way
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067-1160-002-0000
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12662 Quantum Way
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12674 Quantum Way
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Occupant
12686 Quantum Way
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12669 Quantum Way
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067-1160-017-0000
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12657 Quantum Way
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067-1160-020-0000
Occupant
4108 Cypress Grove Dr
Rancho Cordova CA 95670

067-1150-073-0000
Occupant
12758 Montbrook Way
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12666 Quantum Way
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12678 Quantum Way
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4100 Cypress Grove Dr
Rancho Cordova CA 95670

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4112 Cypress Grove Dr
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12762 Montbrook Way
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Rancho Cordova CA 95670

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12682 Quantum Way
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12673 Quantum Way
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Occupant
4104 Cypress Grove Dr
Rancho Cordova CA 95670

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Occupant
4116 Cypress Grove Dr
Rancho Cordova CA 95670

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Occupant
4120 Cypress Grove Dr
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4123 Cypress Grove Dr
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Occupant
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12732 Blueblanc Way
Rancho Cordova CA 95670

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Occupant
12720 Blueblanc Way
Rancho Cordova CA 95670

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Occupant
12708 Blueblanc Way
Rancho Cordova CA 95670

067-1160-047-0000
Occupant
12705 Blueblanc Way
Rancho Cordova CA 95670

067-1160-050-0000
Occupant
12717 Blueblanc Way
Rancho Cordova CA 95670

067-1160-024-0000
Occupant
4124 Cypress Grove Dr
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Occupant
4127 Cypress Grove Dr
Rancho Cordova CA 95670

067-1160-030-0000
Occupant
12713 Quantum Way
Rancho Cordova CA 95670

067-1160-033-0000
Occupant
12725 Quantum Way
Rancho Cordova CA 95670

067-1160-036-0000
Occupant
12737 Quantum Way
Rancho Cordova CA 95670

067-1160-039-0000
Occupant
12728 Blueblanc Way
Rancho Cordova CA 95670

067-1160-042-0000
Occupant
12716 Blueblanc Way
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067-1160-045-0000
Occupant
4115 Cypress Grove Dr
Rancho Cordova CA 95670

067-1160-048-0000
Occupant
12709 Blueblanc Way
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067-1160-051-0000
Occupant
12721 Blueblanc Way
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067-1160-025-0000
Occupant
4119 Cypress Grove Dr
Rancho Cordova CA 95670

067-1160-028-0000
Occupant
12705 Quantum Way
Rancho Cordova CA 95670

067-1160-031-0000
Occupant
12717 Quantum Way
Rancho Cordova CA 95670

067-1160-034-0000
Occupant
12729 Quantum Way
Rancho Cordova CA 95670

067-1160-037-0000
Occupant
12736 Blueblanc Way
Rancho Cordova CA 95670

067-1160-040-0000
Occupant
12724 Blueblanc Way
Rancho Cordova CA 95670

067-1160-043-0000
Occupant
12712 Blueblanc Way
Rancho Cordova CA 95670

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Occupant
12701 Blueblanc Way
Rancho Cordova CA 95670

067-1160-049-0000
Occupant
12713 Blueblanc Way
Rancho Cordova CA 95670

067-1160-052-0000
Occupant
12725 Blueblanc Way
Rancho Cordova CA 95670

ATTACHMENT 5

067-1160-053-0000
Occupant
12729 Blueblanc Way
Rancho Cordova CA 95670

067-1160-056-0000
Occupant
12736 Knightsbrook Ave
Rancho Cordova CA 95670

067-1160-059-0000
Occupant
12724 Knightsbrook Ave
Rancho Cordova CA 95670

067-1160-062-0000
Occupant
12712 Knightsbrook Ave
Rancho Cordova CA 95670

067-1160-065-0000
Occupant
12700 Knightsbrook Ave
Rancho Cordova CA 95670

067 0780 026 0000
Occupant
4151 Poopenaut Ct
Rancho Cordova CA 95742

067-1160-054-0000
Occupant
12733 Blueblanc Way
Rancho Cordova CA 95670

067-1160-057-0000
Occupant
12732 Knightsbrook Ave
Rancho Cordova CA 95670

067-1160-060-0000
Occupant
12720 Knightsbrook Ave
Rancho Cordova CA 95670

067-1160-063-0000
Occupant
12708 Knightsbrook Ave
Rancho Cordova CA 95670

067 0040 008 0000
Occupant
4499 Rancho Cordova Pkwy
Rancho Cordova CA 95742

067-1160-055-0000
Occupant
12727 Blueblanc Way
Rancho Cordova CA 95670

067-1160-058-0000
Occupant
12728 Knightsbrook Ave
Rancho Cordova CA 95670

067-1160-061-0000
Occupant
12716 Knightsbrook Ave
Rancho Cordova CA 95670

067-1160-064-0000
Occupant
12704 Knightsbrook Ave
Rancho Cordova CA 95670

067 0040 013 0000
Occupant
4200 Grant Line Rd
Rancho Cordova CA 95742

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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

MEMORANDUM

DATE: October 21, 2019

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director

SUBJECT: **AN ORDINANCE READOPTING AMENDED AND RESTATED DEVELOPMENT AGREEMENT (ARDA) AND AFFORDABLE HOUSING PLAN (AHP) FOR ELLIOTT PORTION OF RIO DEL ORO AND APPROVING A FIRST AMENDMENT TO THE ARDA FOR ELLIOTT PHASE 1 PORTION OF RIO DEL ORO**



RECOMMENDATION

Introduce and waive the first reading of the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance will authorize the existing Amended and Restated Development Agreement (ARDA) and the Affordable Housing Plan (AHP) to be re-executed and re-recorded to correct the exact name of the Elliott entity that has ownership of the property. The ordinance also approves a First Amendment of the corrected ARDA relative to Rio Del Oro Phase 1, including requirements for the construction of improvements to White Rock Road and proposed adjustments to certain fees.

BACKGROUND

As presented to Council on October 7, 2019 as an informational item, an Amended and Restated Development Agreement (ARDA) for Elliott Homes (2016 Elliott Agreement) relative to the Rio Del Oro project was adopted on September 19, 2016 and has an effective date of October 19, 2016. In an attempt to expedite development, the Elliott Agreement was approved with an incentive package for the first seven years from the effective date or the first 1,200 residential units, whichever first occurs. The incentives included a cash advancement towards developer construction of improvements on White Rock Road and certain fee reductions.

The terms of the 2016 Elliott Agreement did not result in development in a timely manner as expected. Based on Council direction and in a desire to catalyze development in the Rio Del Oro plan area, staff engaged in renewed discussions with Elliott Homes to amend the Agreement and find ways to initiate development of the site. Staff has successfully reached the terms of a new amendment that enables Elliott Homes to immediately initiate activities that will result in commencement of onsite grading improvements in 2020.

The City has received federal funding and is pursuing a project for construction of improvements to White Rock Road, including a portion which Elliott Homes is conditioned to construct prior to

the first building permit being issued in the Phase 1 project. Under the terms of the First Amendment, the developer is relieved of the obligation to construct the White Rock Road widening improvements, the City will assume the primary obligation for improvements to White Rock Road from Sunrise Boulevard to just east of the future Rancho Cordova Parkway, and developer is obligated to construct underground utilities and frontage improvements associated with the Rio Del Oro project.

Under the terms of the First Amendment, the incentives and incentive period identified in the Elliott Agreement are being removed and replaced with impact fee adjustments resulting in an overall reduction of \$2,500 per home relative to the Phase 1 portion only of Rio Del Oro being constructed by Elliott Homes.

A discrepancy with the ownership of the 2016 Elliott Agreement was recently discovered and must be remedied prior to executing the First Amendment. To remedy the ownership discrepancy, the ordinance authorizes the existing ARDA and Affordable Housing Plan with Elliott Homes to be executed and recorded again with minor amendments to reflect the exact name of the Elliott entity that has ownership and approves the First Amendment to the ARDA with the corrected Elliott entity.

FISCAL IMPACT

The fees being adjusted will have limited impact to special revenue funds some of which will be partially offset by grant revenues. There is no impact to the City's general fund.

ATTACHMENTS

1. Ordinance
2. Exhibit A – ARDA and AHP for Re-adoption
3. Exhibit B – First Amendment to ARDA

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
REAPPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND
BETWEEN ALTA VISTA, LLC RELATIVE TO THE RIO DEL ORO PROJECT, AND
APPROVING THE FIRST AMENDMENT THERETO**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**Section 1. Recitals.**

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a Development Agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. Since its incorporation in 2003, the City of Rancho Cordova (the "City") has worked with landowners of the Rio Del Oro ("RDO") Specific Plan area on moving forward with entitlements for that property. The City has held a number of workshops and City Council study sessions with the intent of informing property owners and residents about the Rio Del Oro Specific Plan and soliciting feedback.

C. On September 20, 2010, the City Council adopted Ordinance 14-2010, adopting the RDO Specific Plan. The adopted RDO Specific Plan Project ("Project") is a plan for a mixed-use development supporting a combination of employment-generating uses, retail and supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 3,828-acre site in the City. The Project includes 11,601 residential units at various densities; 522 acres of employment-generating uses (village commercial, shopping center, business park, industrial park); public/quasi-public uses; elementary, middle, and high schools; community and neighborhood parks; private recreational uses; stormwater detention basins; open-space areas and open-space preserves; a drainage parkway; greenbelts; major roads with landscaping; and a wetland preserve/mitigation bank. Several off-site infrastructure facilities (road widening and extensions, sewer interceptors, water and wastewater treatment facilities, wastewater transmission mains, water pipelines and distribution systems and facilities, electrical transmission lines, and water tanks) are proposed to serve project development.

D. On September 20, 2010, the City entered into a Tier 1 Development Agreement with Elliott Homes, Inc., an Arizona corporation, relative to the RDO Specific Plan. The Tier 1 Development Agreement with Elliott was recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 430.

E. On October 19, 2016, the City entered into an Amended and Restated Development Agreement, relative to the Project, which was recorded on February 7, 2017, in

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the Official Records of the County Recorder of Sacramento County in Book 2070207, Page 1292, and executed by Harry C. Elliott III on behalf of Elliott Homes, Inc.

F. It has recently come to the attention of Elliott Homes and the City that as of the dates of the approval and recordation of the ARDA in 2016, a different Elliott entity, Elliott Whiterock, LLC, a California limited liability company was then the owner of the property that is the subject of the ARDA. Since 2016, Elliott Whiterock, LLC has now changed its name to Elliott White Rock, LLC and transferred and assigned its interest in the subject property to another Elliott entity, Alta Vista, LLC, an Arizona limited liability company ("Alta Vista"). These actions together necessitate the reapproval, readoption, reexecution and recordation of the ARDA, now by and between the City of Rancho Cordova and Alta Vista.

G. The only modifications that have been made to the ARDA that was approved in 2016 and the ARDA that is attached hereto as Exhibit A ("ARDA") and will be approved by this Ordinance, are to update the Effective Date and the Term such that the new ARDA will go into effect 30 days after its adoption, on November 19, 2019, and will have the same expiration date of October 19, 2041, as the previously approved ARDA, subject to tolling and extension as provided therein.

H. Section 14.1 of the ARDA allows the ARDA to be amended from time to time by mutual written consent of the parties.

I. Now, in addition to readopting the ARDA, the City and Alta Vista desire to amend the ARDA to relative to Phase 1 Portion of the RDO Project to reduce certain City fees and eliminate certain City development incentives in exchange for specific commitments from Alta Vista to commence improvements and construct production homes, which amendment (the "First Amendment"), is attached hereto as Exhibit B.

J. Alta Vista desires to proceed with development consistent with the Entitlements or any subsequent entitlements that may be included within the scope of the ARDA as those terms are defined therein.

K. In compliance with the California Environmental Quality Act ("CEQA"), on September 7, 2010, by Resolution No. 92-2010, the City certified the Specific Plan EIR/EIS ("EIS/EIR"); on August 29, 2016, the City approved by Resolution No. 106-2016 the "Addendum" which further analyzed and reviewed the environmental impacts, if any, associated with the Amended RDO Specific Plan and the ARDA; and by this Ordinance, the City finds the adoption of the First Amendment exempt from CEQA.

L. On October 21, 2019, the City Council, serving as the City's planning agency for purposes of development agreement review pursuant to the Development Agreement Statute and the Development Agreement Ordinance, held a public hearing to consider the ARDA and the First Amendment.

L. The public hearing was noticed in accordance with the requirements set forth in Government Code section 65090 and 65091.

Section 2. Findings and Determination.

On the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the Amended RDO Specific Plan, (c) the City's General Plan, (d) Entitlements and CEQA approvals for Rio Del Oro

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and the subject properties, and (e) on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. Consistency with the General Plan. The ARDA and First Amendment are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan. In accordance with Government Code section 65867.5(b), the ARDA and First Amendment vest the Landowner's right to proceed with development of the property in accordance with the Amended RDO Specific Plan. The ARDA and First Amendment do not amend or revise the development standards in the Amended RDO Specific Plan. The General Plan consistency findings made by the City Council in Ordinance No. 16-2010 and Ordinance No. 33-2010, including the General Plan consistency analysis matrix (attached thereto as Exhibit 4C and incorporated herein by this reference, are still accurate and relevant to the ARDA and First Amendment and are unchanged and therefore are incorporated into the findings herein. The General Plan consistency findings made by the City Council in Ordinance No. 9-2016, adopting the Amended RDO Specific Plan, are incorporated into the findings herein.

As required by Government Code section 65867.5(b), the City Council finds that the ARDA and First Amendment, which vest development under the RDO Specific Plan, are consistent with the City's General Plan. The findings and evidence to support this General Plan consistency determination are set forth as described in the original findings for the Rio del Oro Specific Plan as follows:

- i. The Rio del Oro Specific Plan Community Plan (Exhibit 3-1), Land Use Plan (Exhibit 3-2), and land use parameters in Section 3 and Appendix A are consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the Rio del Oro Specific Plan are consistent with the Rio del Oro Planning Area Concept Plan (General Plan Figure LU-26), corresponding text description, and assumed development potential (General Plan Table LU-5) outlined in the General Plan.
- ii. The Rio del Oro Specific Plan and Development Standards and Design Guidelines (Specific Plan Appendix A) include a land use plan, use and development standards as well as guidelines for subsequent project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location and design concepts for the village, local, and regional town centers within Rio del Oro are in keeping with the building block concepts outlined in the Urban Design Element (General Plan Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context-sensitive design provisions envisioned in General Plan Goals UD-3 and UD-4).
- iii. The Rio del Oro Specific Plan includes land use designations for a significant employment center, two village centers, one local town center, and two regional town centers. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in that it diversifies the local economy with land uses that provide substantial and sustainable fiscal benefits to the City and residents, and because it provides new local and regional retail and service opportunities that will meet regional demands and generate tax revenues for the City. This plan also implements General Plan Goal ED-8 because it will result in a variety of businesses that provide a range of options for jobs and career choices.

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- iv. The Rio del Oro Land Use Plan (Exhibit 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential, high density residential, as well as opportunities for high density housing in select mixed use center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities, respectively.
- v. The Rio del Oro Circulation Plan (Exhibit 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local project traffic, improved community circulation, and well as regional transportation system with the addition of two major north south roadways (Rancho Cordova Parkway and Americanos Boulevard) as well as improvements to the east-west connectivity. The Rio de Oro Bikeway and Trails Plan (Exhibit 4-5) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section 4 of the Rio del Oro Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.
- vi. The Rio del Oro Land Use Plan (Exhibit 3-2) designates approximately 775 acres (20% of the project area) for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes a 510-acre wetland preserve, drainage parkways, landscape corridors, and greenbelts. Project parks include a 121-acre community park, an adult sports park, neighborhood parks and future pocket parks and neighborhood greens. The Rio del Oro Bikeway and Trails Plan (Exhibit 4-5) includes more than 15 miles of Class I, paved off-street bike paths connecting neighborhoods to activity centers and improving regional trail connections. Planned open space, parks, and trails for Rio del Oro are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.
- vii. Sections 4 (Circulation Element), 6 (Public Utilities Element) and 7 (Public Services Element) of the Rio del Oro Specific Plan identify necessary infrastructure, utilities, and services for the project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and Finance Element. Rio del Oro Specific Plan Section 8 (Implementation and Administration) identify requirements for the Financing Plan that is required prior to or contemporaneous with the approval of the first large lot tentative map for the Rio del Oro development. That section also includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.
- viii. The Environmental Impact Report/Environmental Impact Statement for the Rio del Oro project identifies all known and protected resources within the project area. Required protection and mitigation measures have been incorporated into the Rio del Oro Specific Plan as shown on the Land Use Exhibit (Exhibit 3-2) and as described in Section 5 (Environmental Resources Element). The Rio del Oro project is consistent with the General Pan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.

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- ix. The Rio del Oro Specific Plan includes information about the historic use of the property and the Development Standards and Design Guidelines (Appendix A) specifically reference historic rocket testing operations on a neighborhood park site (Parcel 80) where special design treatment should convey the site's historic interest through inclusion of interpretive exhibits or other design features. This provision is consistent with General Plan Cultural and Historic Resources Element Goal CHR-1 to identify and preserve the history of Rancho Cordova for future generations.
- x. The Rio del Oro Specific Plan (including Appendix A) includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Residential uses within the project area are located outside of the designated Mather Airport flight zone consistent with Safety Element Goal S-6 to protect the community from potential harm associated with Mather Airport operations. Finally, the Rio del Oro Development Standards and Design Guidelines incorporate best practices from the Crime Prevention Through Environmental Design (CPTED) standards to ensure consistency with General Plan Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.
- xi. The Rio del Oro Land Use Plan (Exhibit 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. This land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding land use patterns and densities, as well as circulation systems to reduce vehicle trips and air quality impacts.
- xii. The Rio del Oro Land Use Plan (Exhibit 3-2) maintains residential uses outside of the designated Mather Airport flight zone and establishes setbacks and in some cases soundwalls to mitigate noise impacts from heavily traveled roadways and adjoining industrial uses to the west and south of the project site. This land plan and provisions in the Rio del Oro Development Standards and Design Guidelines are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.

B. Public Interest. The proposed ARDA and First Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City in that the Project will proceed in accordance with all programs and policies of the General Plan and Amended RDO Specific Plan. The ARDA and First Amendment are consistent with and are expected to result in an improved jobs/housing ratio than what currently exists and includes the designation of public uses including public schools, parks and other public or quasi-public uses. The Specific Plan integrates sustainable development practices at each level of community planning and implementation, including a variety of retail opportunities for the planned community and the surrounding areas of the City and Sacramento County as well as a variety of residential densities resulting in a range of housing opportunities for a range of income levels.

C. CEQA COMPLIANCE. In compliance with the California Environmental Quality Act ("CEQA"), on September 7, 2010, by Resolution No. 92-2010, the City certified the Specific Plan EIR/EIS ("EIR/EIS"). On August 29, 2016, by Resolution No. 106-2016, the City certified the Addendum which further analyzed and reviewed the environmental impacts, if any, associated with the Amended RDO Specific Plan and the ARDA. The City Council now hereby

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finds the adoption of this First Amendment exempt from CEQA under CEQA Guideline 15061(b)(3).

Section 3. Approval of Amended and Restated Development Agreements.

The City Council hereby approves:

A. The Amended and Restated Development Agreement by and Between the City of Rancho Cordova and Alta Vista, LLC , attached hereto as Exhibit A, including the Affordable Housing Plan Agreement and other exhibits thereto, in a form approved by the City Attorney, and authorizes the City Manager to execute the ARDA; and

B. The First Amendment to the Amended and Restated Development Agreement by and Between the City of Rancho Cordova and Alta Vista, LLC, attached hereto as Exhibit B, in a form approved by the City Attorney, and authorizes the City Manager to execute the First Amendment.

Section 4. Recordation.

Within ten (10) days after the ARDA is executed by the City Manager, the City Clerk shall submit the ARDA to the County Recorder for recordation. Within ten (10) days after the recordation of the ARDA, the City Clerk shall submit the First Amendment to the County Recorder for recordation.

Section 5. Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

Section 6. Publication and Effective Date.

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ATTACHMENT 2
Exhibit A to the Ordinance

LANDOWNER OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

ALTA VISTA, LLC

RELATIVE TO THE RIO DEL ORO PROJECT

ATTACHMENT 2

Exhibit A to the Ordinance

AMENDED AND RESTATED DEVELOPMENT AGREEMENT RELATIVE TO THE RIO DEL ORO PROJECT

This Amended and Restated Development Agreement (“**ARDA**”) is entered into as of this ____ day of _____, 201_, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (“**City**”), and ALTA VISTA, LLC, an Arizona limited liability company (“**Landowner**” or “**Alta Vista**”), pursuant to the authority of Government Code Section 65864 et. seq., relating to development agreements. City and Landowner are hereinafter sometimes collectively referred to as the Parties and singularly as Party.

RECITALS

A. Tier 1 Development Agreement and Amended and Restated Development Agreement. The City and Elliott Homes, Inc. an Arizona corporation (“Elliott Homes”) previously executed and attempted to enter into that certain Tier 1 Development Agreement relative to the Rio Del Oro (“**RDO**”) Specific Plan (as defined herein) dated December 6, 2010 and recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 430 (the “**Agreement**”). Section 8.2 of the Agreement allows the Agreement to be amended from time to time by mutual written consent of the parties. Section 6.3 of the Agreement requires either an additional development agreement or an amended and restated development agreement be entered into between Landowner and City prior to the commencement of any development of the Property (as defined herein). On October 19, 2016, the City and Elliott Homes executed and attempted to enter into an Amended and Restated Development Agreement, relative to the Project, which was recorded on February 7, 2017, in the Official Records of the County Recorder of Sacramento County in Book 2070207, Page 1292, and executed by Harry C. Elliott III on behalf of Elliott Homes. It has recently come to the attention of Elliott Homes and the City that as of the dates of the approval and recordation of the Agreement in 2010 and the recordation of the Amended and Restated Development Agreement in 2016, a different Elliott Homes entity, Elliott Whiterock, LLC, a California limited liability company was then the owner of the Property. Since 2016, Elliott Whiterock, LLC has now changed its name to Elliott White Rock, LLC and transferred and assigned its interest in the Property to another Elliott entity, Landowner. These actions together necessitate the reapproval, readoption, reexecution and recordation of the ARDA, now by and between the City of Rancho Cordova and Alta Vista.

B. Purpose of Amended and Restated Agreement. The City and Landowner desire to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the Property in the Specific Plan Area (as defined herein), including but not limited to dedication of open space and land for public facilities, financing and construction of required infrastructure, as well as the contribution and reimbursement of the facilities’ costs and services by and amongst Landowner and other landowners in the Specific Plan Area, and its successors-in-interest. Additionally, Landowner desires to proceed with development consistent with the Entitlements or any Subsequent Entitlements that may be included within the scope of this ARDA as those terms are defined herein. As contemplated and required by the Agreement, prior to any development being approved for or occurring within the Property (including any approval of Small Lot Tentative Subdivision Maps (as defined herein) or grading or construction of any improvements within or serving the Property), Landowner must obtain approval from the City of a Tier 2 Development Agreement (as defined in the Agreement). This ARDA is intended to replace the Agreement, implement the requirements of the Entitlements and the Specific Plan

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Exhibit A to the Ordinance

EIR/EIS (as defined herein) as applied to development of the Property, and satisfy the condition for a Tier 2 Development Agreement prior to development of the Property.

C. Effect of ARDA. The Agreement requires the agreement and approval of a Tier 2 Development Agreement in conjunction with subsequent project-specific approvals, and prior to physical development of the Property. This ARDA shall be deemed to implement and satisfy this requirement. Accordingly, upon the recordation of this ARDA in the Official Records of Sacramento County, the Agreement, as applied to the Property, shall be deemed amended and replaced in its entirety by this ARDA.

D. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Development Agreement Statute and the Development Agreement Ordinance, authorize the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

E. Definitions. All capitalized terms as used herein are defined in Section 3 of this ARDA.

F. Property. Landowner owns in fee title that certain 1,516-acre portion of the Specific Plan Area (as defined herein) located in the City, County of Sacramento, more particularly described in **Exhibit A-1** and depicted in **Exhibit A-2** attached hereto (the “Property”).

G. Approval of Specific Plan Area Development Agreements. Concurrent with the 2016 approvals, another development agreement with nearly identical terms is being processed and approved by and between the City and the other Participating Landowner (as defined herein). It is also the intent of City that, if the other Participating Landowner fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such non-participating landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such non-participating landowner to enter into a development agreement with terms identical in all material respects to those in this ARDA, and the terms of any ARDA applicable to projects within the Specific Plan Area shall ensure to the City’s satisfaction that the provisions of the Amended Specific Plan, the Financing Plan and the Phasing Master Plan (as those terms are defined herein) are uniformly applied to the entire Specific Plan Area.

H. Joint Planning of Specific Plan. The Participating Landowners (as defined herein), City, and other public agencies have jointly planned for the development of the entire 3,828-acre Specific Plan Area depicted in **Exhibit B** attached hereto. The Specific Plan, the Amended Specific Plan, this ARDA, and the other Entitlements are the result of this joint effort.

I. Public Hearing and Approval of this Agreement. On _____ 2019, the City Council (as defined herein), serving as City’s planning agency for purposes of development agreement review pursuant to the Development Agreement Statute and the Development Agreement Ordinance, held a public hearing to consider this ARDA. Following the hearing, the City Council introduced City Council Ordinance No. ____-2019 approving this ARDA. City adopted City Council Ordinance ____-2019 on _____ 2019.

J. Approval of Amended Specific Plan and Entitlements. On August 29, 2016, the City Council held a public hearing to consider certain amendments to the Specific Plan, the large lot

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tentative subdivision map including the Master Large Lot Conditions of Approval, the Affordable Housing Plan Agreement and other Entitlements (as defined herein), and by City Council Resolution No. 107-2016, the City Council approved other Entitlements in the form attached as Exhibit [3B] to Resolution No. 107-2016, and introduced City Council Ordinance No. 9-2016 adopting the Amended Rio del Oro Specific Plan; such Ordinance was adopted on September 19, 2016.

K. Environmental Review. In compliance with the California Environmental Quality Act, on September 7, 2010, by Resolution No. 92-2010, City certified the Rio del Oro Specific Plan EIR/EIS, as defined herein. On August 29, 2016, City certified the Addendum to the EIR/EIS by City Council Resolution No. 106-2016 (the “**Addendum**”) which further analyzed and reviewed the environmental impacts, if any, associated with the Amended Specific Plan and this ARDA.

L. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Ordinance.

M. Consistency with General and Amended Specific Plan. Having duly examined and considered this ARDA and having held properly noticed public hearings hereon, in City Council Ordinance No. 10-2016, City found that this ARDA satisfies the Development Agreement Statute, and this ARDA is consistent with the requirements of the City’s General Plan (as defined herein) and the Amended Specific Plan.

N. Negotiations. The Parties have, in good faith, negotiated terms set forth in this ARDA, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and the Development Agreement Ordinance, and which provide for the mutually desirable development of the Property.

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals, all defined terms set forth herein, and all exhibits attached hereto, are hereby incorporated into this ARDA as if set forth herein in full.

2. Relationship of City and Landowner. This ARDA is a contract that has been negotiated and voluntarily entered into by City and Landowner. Neither Party is an agent of the other Party. City and Landowner renounce the existence of any form of joint venture or partnership between them. Nothing contained in this ARDA, or in any document executed in connection with this ARDA, may be construed as making City and Landowner joint venturers or partners.

3. Definitions.

“**Adopting Ordinance**” means Ordinance No. ____-2019 approving this ARDA.

“**Aerojet**” means Aerojet Rocketdyne, Inc., an Ohio corporation.

“**Affordable Housing Plan**” means the plan prepared for the Project in compliance with the City’s General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on ____-2019, by Ordinance ____-2019, and implemented pursuant to the Affordable

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Housing Plan Agreement between City and each of the Participating Landowners attached hereto as **Exhibit C**. The Affordable Housing Plan identifies the plans to provide adequate affordable housing.

“Agreement” means that certain Tier 1 Development Agreement By and Between the City and Elliott Homes, Inc. Relative to the Rio Del Oro Specific Plan dated December 6, 2010 and recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 430.

“Amended Specific Plan” means the amended RDO Specific Plan, including Appendix A thereto, “Rio Del Oro Development Standards and Design Guidelines and Appendix B thereto, “Phasing Master Plan” approved by the City on September 19, 2016, by Ordinance No. 9-2016, which incorporates original provisions of the Specific Plan and makes specified amendments thereto.

“ARDA” means this Amended and Restated Development Agreement entered into between City and Landowner.

“Backbone Infrastructure” means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1.2 and Chapter 3 of the Financing Plan.

“CC&R” means the covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“CFDs” means Mello-Roos Community Facilities Districts pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities for the Project.

“City” means the city of Rancho Cordova, a municipal corporation.

“City Council” means the City Council of the City.

“City CPI Index” means the consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“Citywide” means the geographical boundaries of the City, including any area added to the geographical boundaries after the Effective Date.

“Citywide Park Fees” means a Quimby Park development fee and Community Places fee adopted by the City on a Citywide basis.

“Community Place(s)” means open space to supplement the park amenities provided by the Amended Specific Plan.

“Community Place Development Agreement(s)” means the Community Place development agreement(s) to be entered into between Landowner and City for the improvement of the Community Place(s) within each residential Small Lot Final Subdivision Map for the Property.

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“Complaining Party” means the Party claiming the other Party is in default pursuant to Section 17 of this ARDA.

“Core Backbone Road Infrastructure” means that infrastructure described in Appendix I of the Financing Plan.

“CRPD” means the Cordova Recreation and Park District.

“Development Agreement Ordinance” means Rancho Cordova Municipal Code Chapter 23.158.

“Development Agreement Statute” means California Government Code Section 65864, *et seq.*

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Effective Date” means the date defined in Section 4.1.

“EIR/EIS” means the Specific Plan Environmental Impact Report/Environmental Impact Statement certified by the City on September 7, 2010, by Resolution No. 92-2010.

“Entitlements” means (a) the City General Plan in effect on the Effective Date of the Agreement; (b) the Specific Plan EIR/EIS, approved by the City on September 7, 2010, by Resolution No. 92-2010 (the mitigation measures in the Specific Plan EIR/EIS are incorporated into the Project and into the terms and conditions of this ARDA, unless the mitigation measures pertain solely to the Aerojet Property); (c) the “Rio Del Oro Amended Specific Plan”, including Appendix A thereto, “Rio Del Oro Development Standards and Design Guidelines,” and Appendix H thereto, “Phasing Master Plan,” approved by the City on September 19, 2016, by Ordinance No. 9-2016; (d) this ARDA approved by the Adopting Ordinance); (e) the Financing Plan; (f) the Master Large Lot Map, including the Master Large Lot Conditions of Approval; and (g) the Affordable Housing Plan.

“Event of Default” or a “Default” means the material failure by either Party to perform any term or provision of this ARDA required to be performed by such Party as set forth in Section 17.

“Exactions” means all development impact fees, connection or mitigation fees, taxes, assessments and other exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property. Exactions does not include the SFD Program, or any fees imposed or assessments levied pursuant to the SFD Program, described in more detail in Section 7.3.1.

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“Financing Plan” means the RDO Public Facilities Financing Plan, including all appendices thereto, dated August 2016, and approved by City on September 19, 2016 as part of Resolution No. 107-2016.

“General Plan” means the City General Plan, including all appendices thereto, approved by City on June 26, 2006, City Council Resolution Nos. 116-2006 and 117-2006.

“Homeowner Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CC&R enforcement.

“Incentive Period” shall have the meaning set forth in Section 5.7.1.

“Interim Community Places Fee” means the Interim Community Places Fee totaling One Thousand Three Hundred Dollars (\$1,300) per EDU as set forth in Section 6.1.

“Interim Park Development Fee” means the Interim Park Development Fee totaling Nine Thousand and Eighty-Two Dollars (\$9,082) per EDU as set forth in Section 6.1.

“Landowner” means Alta Vista, LLC, an Arizona limited liability company.

“Master Large Lot Map Conditions of Approval” means the set of conditions and requirements appended to the Master Large Lot Map, and that, together with the Financing Plan, the Phasing Master Plan, and the Affordable Housing Plan will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to and cover the entire Specific Plan Area.

“Minor Revision” shall have that meaning set forth on page 8-4 of the Amended Specific Plan.

“Mortgagee” means a lender or other such entity.

“Open Space Preserve” means that certain 522-acre portion of the Specific Plan Area more particularly described in **Exhibit D**.

“Park(s)” means the lands identified as “Community Park” and “Neighborhood Park” in the Amended Specific Plan.

“Park Development Agreement(s)” means the Park development agreement(s) to be entered into between Landowner and the City or another appropriate agency for the improvement of the Park(s) within each residential Small Lot Final Subdivision Map for the Property.

“Participating Landowners” means Alta Vista and Aerojet.

“Parties” means City and Landowner.

“Party” means City or Alta Vista.

“Party in Default” means the Party alleged to be in default pursuant to Section 17.

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“Pay-As-You-Go Levies” means CFD special tax levies in excess of the amount needed for CFD debt service and administrative expenses.

“Phasing Master Plan” means that plan, included as Appendix H to the Financing Plan and titled “Rio Del Oro Finance Plan Infrastructure Phasing Master Plan,” applicable to the entire Specific Plan Area, adopted by the City Council on September 19, 2016 by Resolution No. 107-2016 which defines in detail the on-site and off-site facility requirements to develop each phase of the Specific Plan Area, including location of facilities and construction timing requirements.

“Police Services CFD” means City CFD 2013-2.

“Police Special Tax” means the police special tax levied by the Police Services CFD.

“Project” means the planned development of the 1,516-acre Property pursuant to the Entitlements.

“Property” means that certain 1,516-acre portion of the Specific Plan Area located in the City, County of Sacramento, more particularly described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto.

“Public Facilities” means the public facilities generally described and listed as Public Facilities in Table 1-2 of the Financing Plan.

“RDO” means Rio Del Oro.

“SFD Program” means the Rio Del Oro Special Financing District Program described in Chapter 8 of the Financing Plan to equalize the burden to design and construct the Backbone Infrastructure required for development of the Property not otherwise funded by an existing fee program, or anticipated to be underfunded thereby, such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement.

“Small Lot Final Subdivision Map” means a subdivision map processed and approved pursuant to the Subdivision Map Act that has been recorded and creates either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Small Lot Tentative Subdivision Map” means a tentative subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

“Specific Plan” means the Rio del Oro Specific Plan approved by the City Council on September 20, 2010, by Ordinance No. 14-2010.

“Specific Plan Area” means the entire 3,828-acre area which is the subject of the Amended Specific Plan.

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“Subsequent Entitlements” mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, Small Lot Tentative Subdivision Maps, Small Lot Final Subdivision Maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

“TDIF” means City’s Transportation Development Impact Fee, as adopted and as revised by City from time to time.

“TDIF Set-Aside” mean an initial amount of Nine Thousand Dollars (\$9,000) of the TDIF for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) to be set aside to establish a dedicated revenue source to help fund certain Core Backbone Road Infrastructure as identified in Appendix I of the Financing Plan.

“Tentative Map” means a large lot or Small Lot Tentative Subdivision Map for the Property.

“Tentative Map Phasing Plan” means the phasing plan identifying how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

“Total Eligible Costs” shall include the hard costs and soft costs for the construction, acquisition, and installation of any public improvements or facilities that are funded by any existing or future City fee program, as defined in such fee program.

“White Rock Road Contribution” means the Two Million Five Hundred Thousand Dollars (\$2,500,000) to be contributed by City from City’s TDIF program towards construction of White Rock Road pursuant to Section 13.1.

4. Effective Date, Term and Termination.

4.1. Effective Date. The Effective Date of this ARDA is _____, 201__ which is the effective date of City Ordinance No. _____, adopting this ARDA.

4.2. Term. The term of this ARDA commences on the Effective Date and extends to October 19, 2041, unless said term is terminated, modified or extended consistent with the terms of this ARDA. This ARDA automatically terminates upon expiration of the applicable term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this ARDA expires, Landowner shall thereafter retain no vested rights under this ARDA for the Entitlements and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of such portion of the Property, except to the extent that Landowner has secured vested rights under then-existing statute(s) or common law.

4.3. Tolling and Extension During Legal Challenge or Moratoria. Landowner may, at its discretion, extend the term of this ARDA for a maximum period of three years if:

4.3.1. A third-party lawsuit is filed challenging any of the Entitlements; or

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4.3.2. The City will make the determination of the appropriate agency to own, build, and/or operate and maintain Parks at or before the time the City approves each Small Lot Tentative Subdivision Map as required by Section 5.10 below. If the City fails to make said determination before the time the City approves a Small Lot Tentative Subdivision Map, the term of this ARDA shall be extended for the length of time it takes the City to make that determination following the approval of the Small Lot Subdivision Map, and the extension period under this Section 4.3.2 is in such case not limited to three years; or

4.3.3. Landowner is unable to proceed, or elects not to proceed, with the Project because of actions described in either Section 4.3.1 or 4.3.2 above; and

4.3.4. The Landowner submits to City written notice that this ARDA is tolled;

4.3.5. During any such period that the ARDA and development of the Project are being tolled by Landowner, Landowner may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including Small Lot Tentative Subdivision Maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4. Length of Extension. The tolling period will begin when City receives written notice from the Landowner. The tolling period may only extend the term of this ARDA until a final order of judgment is issued upholding the challenged Entitlements, as applicable, the case is dismissed, or the three-year maximum tolling period in Section 4.3 is reached, except as provided in Section 4.3.2, whichever is shorter. The Landowner may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Subject to the exceptions and exclusions in Section 5 through 5.10 inclusive of this ARDA, Landowner shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the Amended Specific Plan. This ARDA does not vest Landowner's rights to pay development impact fees, Exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges except as provided below and subject to the conditions stated therein.

5.1. Permitted Uses, Density and Intensity, Maximum Height and Size of Buildings, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The Amended Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page 3-6 of the Amended Specific Plan.

5.2. Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, City agrees that, except as otherwise provided in or limited by the provisions of this

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ARDA, this ARDA vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Landowner will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied Citywide basis or which applies to all properties that are zoned with density and uses similar to those of the subject properties in the Entitlements within the portion of the City located south of Highway 50 and east of Sunrise Boulevard, and directly concerns an imminent public health or safety issue, in which case, the City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3. Vested Rights Exclude Design and Construction Standards Not Addressed in Entitlements. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this ARDA, in which case the Entitlements and the terms of this ARDA shall prevail.

5.4. Vested Rights Exclude Changes in State or Federal Law. **Modification Because of Conflict with State or Federal Laws.** This ARDA shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this ARDA prevent or preclude compliance with one or more provisions of this ARDA or any Entitlements, the Parties shall, within sixty (60) days of written or actual notification to both Parties of such enactment, meet and confer in good faith in a reasonable attempt to modify this ARDA and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this ARDA or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this ARDA.

5.5. Vested Rights Exclude Building and Fire Codes. The Project shall be constructed in accordance with the provisions of the City's standard construction specifications and Title 24 of the California Code of Regulations related to building standards in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the City's standard construction specifications and Title 24 of the California Code of Regulations related to building standards in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the City's standard construction specifications and Title 24 of the California Code of Regulations related to building standards in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6. Vested Rights Exclude Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under

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ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7. Vested Rights Limited for Exactions. Except as set forth in this Section 5.7 and Section 5.7.1, Landowner shall pay all Exactions authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are zoned with density and uses similar to those of the subject properties in the Entitlements within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. The Exactions identified in Sections 6.1, 7.2.1, 7.2.2, 7.2.3, 7.2.4, 7.2.5, 7.2.6, and 13.4 are expressly excluded from any limitation on inflation adjustments. In consideration of Landowner's obligations under Section 9 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other Exaction related to the provision of affordable housing or inclusionary housing, or other Exaction related to the provision of affordable housing or inclusionary housing that may be subsequently adopted by City, regardless of the application of such an Exaction to other properties within the City.

5.7.1. Incentive Period. Notwithstanding anything to the contrary in Section 5, in order to incentivize development of the Specific Plan Area earlier than would otherwise occur under current market conditions, the City hereby agrees that Landowner shall pay only those Exactions listed in Exhibit E in the amounts specified in Exhibit E for the first seven (7) years after the Effective Date or the issuance of One Thousand Two Hundred (1,200) residential building permits by the City within the Specific Plan Area, whichever comes first ("Incentive Period"). Except as set forth in Exhibit E, City agrees that no increase in any of said Exactions or inflation adjustments shall apply to the Exactions during the Incentive Period.

5.8. Subsequent Entitlements. Subject to Section 17.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Landowner for Subsequent Entitlements necessary or convenient for the exercise of Landowner's rights under the Entitlements for the use and development of the Property.

5.9. Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any Tentative Map approved for all or any portion of the Property shall be the later of the date this ARDA expires or the date the Tentative Map expires pursuant to City approval of the Tentative Map pursuant to the City's Municipal Code, including without limitation Section 22.20.060, as it may be modified from time to time by state law. Tentative Maps approved for all or any portion of the Property shall comply with the provisions of Government Code Section 66473.7, as applicable.

5.10. Vested Rights Exclude Role of CRPD. The vested rights that are created by this ARDA do not preclude the City from amending any City document or policy, including any of the Entitlements, to replace "CRPD" or "Cordova Recreation and Park District" with the "City of Rancho Cordova" or any other public agency (including making grammatical and non-substantive changes immediately necessary thereto), and to apply such amendments to the development of the Property; the City retains its legal authority to make such amendments and to apply them to the development of the Property.

6. Park Development and Community Places.

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6.1. Park Development and Community Places Dedication and Fee

Obligations. Landowner's obligation to dedicate land for Parks and Community Places shall be satisfied by Landowner's dedication of the lands identified in Exhibit 7-1 of the Amended Specific Plan. City agrees and acknowledges that Landowner's dedication of the lands identified in Exhibit 7-1 of the Amended Specific Plan will satisfy the Landowner's dedication requirements pursuant to Ordinance No. 9-2016.

The City, acting as the land use authority, and in consultation with other appropriate agencies identified by City, will use good faith efforts to adopt Citywide Park Fees. If City adopts Citywide Park Fees, Landowner shall only be obligated to pay any such Citywide Park Fees after the expiration of the Incentive Period and will, after expiration of the Incentive Period, pay the Citywide Park Fees when each building permit for residential development is issued within the Project. In the event that City does not adopt Citywide Park Fees, then after expiration of the Incentive Period, Landowner will pay the Interim Park Development Fee and the Interim Community Places Fee when each building permit for residential development is issued within the Project. Upon City's adoption of the Citywide Park Fees and after expiration of the Incentive Period, as applicable, the Landowner shall pay the Citywide Park Fees for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the Interim Park Development Fee or Interim Community Places Fee.

Pending and until adoption of the Citywide Park Fee and the Community Places Fee, the Interim Park Development Fee and the Interim Community Places Fee will be adjusted on January 1, 2017 and annually thereafter no later than January 15 as follows:

- (a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the October issue of the Engineering News Record magazine Construction Cost Index.
- (b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous October.
- (c) The adjusted Interim Park Development Fee and the adjusted Interim Community Places Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section 6.1, by the Interim Park Development Fee and the Interim Community Places Fee, as applicable, in place prior to the annual adjustment. For example, the January 2017 Interim Community Places Fee shall be calculated by taking the January 2017 "mean" index and dividing by the January 2016 "mean" index and multiplying that result by \$1,300 (the 2015 Interim Community Places Fee

6.2. Limitation on Cost Increases for Parks and Park Facilities. City shall not increase the costs of Parks or Park Facilities to exceed the estimated costs set forth in the Financing Plan.

6.3. Timing of Dedications of Parks. Prior to the recordation of any residential Small Lot Final Subdivision Map within the Property which contains a Park, but not prior to construction of model homes, Landowner shall, to the extent permitted by law: (i) irrevocably offer for dedication to City, CRPD, or another appropriate agency identified by City any land identified as a Park on **Exhibit F** that is encompassed within such residential Small Lot

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Final Subdivision Map; and (ii) enter into a Park Development Agreement(s) with City, CRPD, or another appropriate agency identified by City for the improvement of the Park(s) within such residential Small Lot Final Subdivision Map. If and to the extent a Park Development Agreement provides for the design and construction of any improvements included within the Citywide Park Fees program (or the Interim Park Development Fee), then the Park Development Agreement shall include provisions for fee credits and/or reimbursements from the applicable fee. The amount of any such fee credits and reimbursements shall be based on the amount budgeted by the applicable fee program, as adjusted by the increase or decrease, if any, as calculated pursuant to Section 6.1 above, and shall not be subject to adjustment based on the actual costs incurred by Landowner to design and construct such creditable Park improvements, provided, that Landowner shall not be required to expend more than the amount budgeted by the applicable fee program for construction of such creditable improvements.

6.4. Timing of Dedications of Community Places. Prior to the recordation of any residential Small Lot Final Subdivision Map within the Property which contains a Community Place, but not prior to construction of model homes, Landowner shall, at the sole discretion of City, to the extent permitted by law: (i) irrevocably offer for dedication to City any Community Place encompassed within such residential Small Lot Final Subdivision Map; and (ii) enter into a Community Place Development Agreement(s) with City for the improvement of the Community Place(s) within such residential Small Lot Final Subdivision Map. If and to the extent a Community Place Development Agreement provides for the design and construction of any improvements included within the Citywide Park Fees program (or the Interim Community Places Fee), then the Community Place Development Agreement shall include provisions for fee credits and/or reimbursements from the applicable fee. The amount of any such fee credits and reimbursements shall be based on the amount budgeted by the applicable fee program, as adjusted by the increase or decrease, if any, in the City CPI Index, for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Landowner to design and construct such creditable Community Place improvements, provided, that Landowner shall not be required to expend more than the amount budgeted by the applicable fee program for construction of such creditable improvements.

6.5. Joint Powers Authority. In the event City desires to create a Joint Powers Authority ("JPA") with another appropriate agency or entity identified by City pursuant to and as authorized by Government Code Sections 6500 et seq., for the purposes of designing, constructing, programming, operating, and maintaining the Community Park site designated in the Amended Specific Plan, Landowner agrees to consider, in good faith, any request by City for Landowner to serve on any commissions and/or boards constituted pursuant to the JPA agreement. City hereby agrees that Landowner shall not be responsible for costs associated with the creation, formation, or operation of the JPA, and that Landowner's participation on any commissions and/or boards shall be in Landowner's sole and absolute discretion.

7. Infrastructure and Maintenance Finance.

7.1. Infrastructure Finance. As further set forth in the Master Large Lot Conditions of Approval and Financing Plan, prior to approval of a Small Lot Final Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, upon request by Landowner, City and Landowner will cooperate to establish one or more CFDs to fund necessary Backbone Infrastructure and Public Facilities. To the extent the costs of the infrastructure improvements and facilities required for development of the Property

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exceed the proceeds from CFDs or other financing mechanism of the Landowner, Landowner shall be solely responsible for such shortfall.

7.1.1. Infrastructure CFDs. Except as may otherwise be agreed to by Landowner and the City during the formation of a CFD for the Property, the following specific provisions shall be included within the applicable terms and conditions of any CFD related to the Property. The CFD shall be consistent with any City adopted finance policies relating to such financing. The term of the special tax to be levied by any CFD against the Property shall be sufficient to support multiple bond sales not to exceed an authorized amount appropriate for the proposed development, as determined by City and Landowner. Available CFD bond proceeds and/or special tax proceeds may be used to fund, in addition to acquisition and/or construction of eligible facilities, reimbursements and/or payment of development impact fees. When the CFDs are created, the City will include provisions that permit the acquisition or construction cost of eligible facilities to be paid from Pay-As-You-Go Levies in amounts and for time periods to be agreed to in an acquisition agreement entered into in connection with the issuance of bonds. Nothing in this Section shall be construed to limit or change Landowner's ability to receive fee credits for infrastructure improvements in accordance with City policies in effect as of the Effective Date, including but not limited to improvements financed by a CFD.

7.1.2. Alternative Financing Mechanisms. Nothing herein shall be construed to limit Landowner's option to install any improvements through the use of traditional assessment districts or private financing or other financing mechanisms as permitted by law and authorized by the City.

7.2. Maintenance Finance. As further set forth in the Financing Plan, prior to approval of a Small Lot Final Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Landowner will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements and facilities associated with or needed to serve the Property as identified in the Financing Plan. Landowner shall participate in, support, and pay all reasonable costs incurred by City associated with such actions consistent with this ARDA and the Financing Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Financing Plan shall not exceed the amounts reasonably determined by City and Landowner during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby. As more particularly described in the Financing Plan, the funding mechanisms may include the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance CFD No. 2014-2. The Property will be annexed into CFD No. 2014-2 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, and (ii) street lights, and landscape maintenance for frontage and medians. The special tax to be levied thereby will be adjusted on July 1, 2017 and annually thereafter no later than July 15, in accordance with the City CPI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2016/2017 Transit Related Services Tax shall be \$103.47 per low density residential unit, \$82.78 per medium density residential unit, \$62.08 per high density

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residential unit, \$2,653.05 per acre for retail and service commercial, and \$2,280.54 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2017 and annually thereafter no later than July 15, in accordance with the City CPI Index.

Landowner agrees that it will not vote to repeal or amend the Transit Related Services Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this ARDA. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to annually pay under this ARDA the difference between the amount of the Transit Related Services Tax after the Landowner's vote to repeal or amend the tax, and the amount of the proposed Transit Related Tax set forth above. This obligation does not survive the termination of this ARDA pursuant to Section 14.3. The assignment of this obligation follows with the assignment of the ARDA pursuant to Section 28, and the release provisions of Section 28 shall apply upon acceptance of the assignment by the City.

7.2.3. Annexation into City Stormwater Utility Fee. The Property will be annexed into either City Stormwater Utility Fee for maintenance services or an equivalent funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2017 and annually thereafter no later than July 15, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first Small Lot Final Subdivision Map or for residential properties that do not require subdivision, prior to issuance of building permits, the Landowner shall support the annexation of the Project into the Police Services CFD and cover Landowner's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Property. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year Police Special Tax shall be \$508.51 annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2017, the Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Landowner acknowledges that no Small Lot Final Subdivision Maps, or for residential properties that do not require subdivision, no building permit applications, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Landowner may, at its own risk, process and obtain approvals of any tentative maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Landowner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this ARDA. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to annually pay under this ARDA the difference between the amount of the Police Special Tax after the Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above. This obligation does not survive the termination of this ARDA pursuant to

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Section 14.3. The assignment of this obligation follows with the assignment of the ARDA pursuant to Section 28, and the release provisions of Section 28 shall apply upon acceptance of the assignment by the City.

7.2.5. Additional Mello-Roos Maintenance CFDs. Unless deferred or waived by City, in addition to the above maintenance and services districts, as more specifically described in the Financing Plan, the following additional maintenance and services CFDs or similar financing mechanisms may be formed prior to the recordation of the first Small Lot Final Subdivision Map or issuance of any building permit to fund the operations and maintenance of the Public Facilities:

- (a) Park maintenance CFD.
- (b) CFD for maintenance of Community Places, park corridors, green belts, regional trails, open space preserves, and wetland buffers/preserves not otherwise maintained by another entity or agency.
- (c) Open Space Preserve operations and maintenance CFD.

7.2.6. Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to Sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City and Landowner to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Financing Plan. If and to the extent the Homeowner Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in Sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, to be exercised in its reasonable discretion, with the adequacy of the performance thereof secured by the Homeowner Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be reduced by the annual savings to be realized by the districts from the performance of such maintenance obligations by the Homeowner Association and the relieving of the districts from having to perform such maintenance obligations.

7.3. Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Special Financing District Program (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Financing Plan, upon request by Landowner, City will use good faith, diligent efforts to adopt and implement the SFD Program to finance the costs of excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing parcels within the Property. Landowner agrees to support the adoption and implementation of the SFD as described in the Financing Plan. The Parties acknowledge that the SFD could comprise, but is not limited to, one or more of the following mechanisms: CFD; plan area fee program; assessment district; or private cost sharing agreement.

7.3.2. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Landowner shall be responsible for all roadway frontage improvements located on the Property, including the

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obligation to reimburse any other Participating Landowner who installs frontage improvements located on the Property prior to Landowner's development of the Property, in accordance with the provisions of the Financing Plan. The required roadway frontage improvements to be installed by Landowner shall be identified by Landowner and approved by City in connection with City's approval of the Landowner's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Landowner shall enter into a subdivision improvement agreement that includes, but is not limited to, identification of all roadway frontage improvements that Landowner will construct, identification of all roadway frontage improvements for which Landowner shall have an obligation to reimburse a Participating Landowner for previously constructing, and or as may be otherwise assigned and required by the Tentative Map Phasing Plan related thereto. For any and all off-site roadway frontage improvements within the Specific Plan Area required to be installed by Landowner, City will enter into a reimbursement agreement with Landowner to provide for reimbursement from the other benefitting landowner(s). City hereby agrees to condition any benefitting landowner(s) to require reimbursement of Landowner consistent with this Section 7.3.2.

(ii) Credits and Reimbursements from Existing and Future Fee Programs. Landowner shall be entitled to fee credits and/or fee reimbursements for the Total Eligible Costs incurred to design and/or construct any public improvements or facilities that are funded by existing or future fee programs in accordance with the terms of such fee programs. The amount of such fee credits and/or fee reimbursements shall increase every year consistent with City's fee programs to the extent that said fee programs are increased pursuant to an index or other cost of construction adjustment. Any such fee credits and/or fee reimbursements shall be personal to Landowner and shall not run with the land. Prior to Landowner commencing construction of any public improvements or facilities that are funded by fee programs, City shall enter into a credit and reimbursement agreement with Landowner to provide for credit and/or reimbursement consistent with Section 7.3.2(vi).

(iii) Credits and Reimbursements from SFD Program. Landowner shall be entitled to fee credits against and/or fee reimbursements from the SFD Program for the Total Eligible Costs to design and/or construct any public improvements or facilities that are funded by the SFD Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Program to be adopted by City consistent with the Financing Plan if requested by Landowner.

(iv) Election between Credit and Reimbursement. With respect to Sections 7.3.2(ii) and (iii) above, Landowner shall be entitled to elect between credits or reimbursements in the amount of the Total Eligible Costs, or direct an apportionment between the two, but shall only be entitled to reimbursements when funds are available for reimbursement through any eligible funding source, as identified within the then existing fee program.

(v) No Limitations. Nothing in this Section 7.3.2 is intended to or shall be construed to limit Landowner from receiving any other credits, reimbursements, or contributions of any kind or nature whatsoever that may arise after the Effective Date that City may approve or adopt, or that any other jurisdiction or local agency may approve or adopt, and be available to pay for all or a portion of the Total Eligible Costs of public improvements or facilities to the extent that the combined total value of the credit, reimbursement, and/or contribution does not exceed the Total Eligible Costs.

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7.3.3. Phasing Obligations. As more particularly provided in the Financing Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Financing Plan, Landowner shall, when submitting an application for a Tentative Map, include the entire Property in the Tentative Map and include a Tentative Map Phasing Plan to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4. Transportation Set-Aside Fee. As more particularly described in the Financing Plan, City and Landowner agree that a TDIF Set-Aside will be used to establish a dedicated revenue source to help fund certain Core Backbone Road Infrastructure as identified in Appendix I of the Financing Plan. As provided in the Financing Plan, the TDIF Set-Aside shall not apply to non-residential uses. The Financing Plan details the requirements and administration of the TDIF Set-Aside. Landowner and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Landowner within or off-site of the Specific Plan Area shall be subject to and administered in accordance with the TDIF Set-Aside provisions of the Financing Plan. City further acknowledges that the administration and maintenance of the TDIF Set-Aside will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or alternative funding approved by City therefor has been secured.

8. Homeowner Association. Landowner hereby agrees to form a Homeowner Association to manage the residential portions of the Property as a common interest development under the Davis-Stirling Common Interest Development Act. The purpose of the Homeowner Association will be to enforce the rules and regulations adopted from time to time by its board of directors, enhance and protect the value, desirability, and attractiveness of the community, and discharge such other lawful duties and responsibilities as may be required pursuant to its bylaws and the declaration of CC&Rs to be recorded in the Office of the Recorder of Sacramento County, State of California, with respect to the residential planned development. The Homeowner Association may also, in Landowner's sole and absolute discretion, be formed to allow the Homeowner Association to own common area within the residential portions of the Property. If Landowner elects to have the Homeowner Association own common area, the Homeowner Association shall repair, maintain, and manage said common areas. If City elects to (i) adopt a City program that includes enforcement of all or any provisions of the CC&Rs applicable to the Property and (ii) form a financing mechanism to fund the costs of such a program, City hereby agrees to exempt the Property from any special taxes or assessments levied by City to fund the costs of said City program. Any such exemption shall be proportional to the extent the City program duplicates the CC&R enforcement program. Prior to recordation of the declaration of CC&Rs, Landowner agrees to provide City a reasonable opportunity to review and comment on the provisions of said CC&Rs pertaining to (i) design review, (ii) any maintenance obligations that could otherwise be performed by the districts described in Sections 7.2.1, 7.2.3 or 7.2.5, and (iii) any enforcement obligations that are already included in the City program described in this Section to the extent such City program exists at the time of said review and comment period, provided that City shall not have any approval authority with respect to said CC&Rs.

9. Affordable Housing. Landowner shall comply with all terms, conditions and requirements under the Affordable Housing Plan Agreement between City and Landowner attached hereto as **Exhibit C.** Any failure by Landowner to perform any term, condition or

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requirement of the Affordable Housing Plan applicable to the Property is a violation of this ARDA, subject to default under Section 17. City acknowledges that Landowner's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Landowner's obligations to provide affordable housing or inclusionary housing or other such fee or Exaction related thereto associated with development of the Property. In the event Landowner receives any credits pursuant to the Affordable Housing Plan as a result of exceeding its obligations thereunder, including but not limited to credits for exceeding dedication requirements, City hereby agrees to allow Landowner to apply any such credits to any of Landowner's other affordable housing obligations on other projects within the City.

10. Sunrise Flooding Obligations. The Project shall be required to participate in drainage improvements along Sunrise Boulevard as determined through ongoing consultation with the City's Department of Public Works. In the event the Project's onsite drainage system is designed to decrease the overall peak rate of runoff from the Project that drains offsite to the north outfall at Sunrise Boulevard, any such drainage facilities constructed onsite shall be considered the Project's fair share to the offsite drainage solution. City hereby agrees that decreasing the existing flood depth elevation at the Sunrise Boulevard drainage crossing, as determined by the drainage study attached hereto as **Exhibit G**, by approximately one-third (1/3) would fully satisfy Landowner's obligation to participate in drainage improvements along Sunrise Boulevard. If Landowner elects to construct improvements that decrease the existing flood depth elevation at the Sunrise Boulevard drainage crossing as set forth in this Section, Landowner will include the improvements necessary to achieve that result in its improvement plans for the applicable final subdivision map.

11. Dedications.

11.1. Public Rights of Way and Other Public Lands. Within ninety (90) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Landowner to build any Backbone Infrastructure within any portion of the Property in connection with the development of the other Participating Landowner's property, Landowner shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Infrastructure. This timeline may be extended, if necessary, to secure approval of any regulatory agencies having jurisdiction over access to portions of the Property that are restricted due to environmental constraints. The length of any such extension shall be limited to the amount of time reasonably necessary to secure regulatory approval, as determined by the City and Landowner after review of information pertaining to the timeline for securing regulatory approval, with the burden of providing such information on the Landowner. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Landowner initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Landowner shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Infrastructure, which shall be assignable to any Participating Landowner who intends to construct such Backbone Infrastructure. Landowner shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate or release their interests therein to such dedicated rights of way and easements.

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11.2. Drainage Parkways. City hereby agrees to accept Landowner's dedication of, and maintain subject to Section 7.2.3 and 7.2.5(b), the drainage parkways identified in Exhibit 7-1 of the Amended Specific Plan. City expressly acknowledges and agrees that the dedicated drainage parkways will include, but not be limited to, public recreational facilities, drainage facilities, and waters of the United States.

12. Open Space Preserve Maintenance. Prior to the commencement of any grading activities in the Specific Plan Area, Landowner shall deed the Open Space Preserve to City and City shall record a conservation easement for the Open Space Preserve in compliance with the approved Operations and Management Plan (which includes a funding source) and in a form acceptable to the applicable Federal and State agencies, including but not limited to, the United States Army Corps of Engineers, United States Fish and Wildlife Service, and the California Department of Fish and Wildlife. City also agrees to consider, in good faith, managing and maintaining the Open Space Preserve pursuant to a negotiated agreement with a qualified preserve manager and in compliance with the approved Operations and Management Plan. If City does not enter into an agreement with a qualified preserve manager for the maintenance of the Open Space Preserve prior to the commencement of any grading activities in the Specific Plan Area, Landowner shall contract with a qualified open space trust to manage and maintain the Open Space Preserve in compliance with the approved Operations and Management Plan.

13. Road and Frontage Improvements.

13.1. City Contribution to Construction of White Rock Road. City hereby agrees to pay the White Rock Road Contribution from City's TDIF program towards construction of that certain portion of White Rock Road as depicted in Exhibit H hereto as a reimbursement to Landowner if Landowner constructs the White Rock Road improvements set forth in Table 4-2 of the Financing Plan. Landowner will submit requests for progress payments to City and City shall make the progress payments, as adjusted by any increase in the City CPI Index, and as requested by Landowner based on a development schedule agreed to by Landowner and City. In the event Landowner has not awarded a construction contract for the White Rock Road improvements set forth in Table 4-2 of the Financing Plan on or before December 31, 2018, or a later date as may be approved by the City's Public Works Director upon request by Landowner, City shall have the option to instead apply the White Rock Road Contribution towards its construction of the center lane improvements for that certain portion of White Rock Road as depicted in Exhibit H. If City constructs said center lane improvements, Landowner's remaining construction obligations with respect to that certain portion of White Rock Road as depicted in Exhibit H, if any, shall be governed by condition 39 in the Master Large Lot Map Conditions of Approval.

13.2. Interim Roadway Conditions. City hereby agrees to Landowner's construction of roadway phasing options as more particularly described in the Phasing Master Plan attached as Appendix B to the Amended Specific Plan and Appendix H to the Financing Plan.

13.3. Off-Site Roadway Improvements. To the extent any condition contained in the Master Large Lot Map Conditions of Approval requires construction of off-site roadway improvements by Landowner, Landowner shall not be obligated to construct such off-site roadway improvements unless and until City has acquired the right-of-way and/or easements necessary to construct such off-site roadway improvements. Landowner shall be entitled to fee

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credits and/or fee reimbursements for the costs to be incurred by Landowner to construct any such off-site roadway improvements pursuant to Section 7.3.2(ii) of this ARDA.

13.4. Preserve Frontage Improvements. Frontage improvements (curb, gutter, sidewalk and frontage lane) for the portions of Rancho Cordova Parkway, Douglas Road, and Americanos Boulevard within the Preserve are not funded by any City fee program. As such, they would typically be the responsibility of the fronting property owner. However, since the property fronting on portions of these streets is permanent open space, the Master Large Lot Map Conditions of Approval require these improvements to be built when certain building permit thresholds have been reached. The City is concerned that the large cost of these frontage improvements may be difficult for a builder to absorb when the subject threshold is reached. The City is also concerned that if it constructs these frontage improvements in advance of the threshold, there is no mechanism to ensure the City will be reimbursed for its costs in constructing these frontage improvements. Accordingly, Landowners and City agree that a funding mechanism will be established to assure that funding for these improvements will be available when the applicable threshold is met, either to fund the construction of the frontage improvements in the Preserve or to reimburse the City for its costs of construction. This funding mechanism will be a CFD or other land-secured financing mechanism, the plan area fee program, or a combination of these and/or any other financing mechanism, so long as such mechanism provides reasonable assurance to the City that the funding for these frontage improvements at the estimated cost shown in the Financing Plan will be available at the time the thresholds identified in the Master Large Lot Map Conditions of Approval have been reached. Said financing mechanism or combinations thereof shall be in place to the satisfaction of the City prior to the recordation of the first Small Lot Final Subdivision Map on the Property.

14. Amendment or Cancellation.

14.1. Amendment by Mutual Consent. This ARDA may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the procedures of state law and the Municipal Code. Any amendment of the Entitlements that does not constitute a Minor Revision shall require amendment of this ARDA. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this ARDA, however no amendment as to a portion of the Property shall materially affect, either directly or indirectly, the provisions of the Finance Plan, or the rights or obligations of any other Participating Landowner to its vested rights as set forth in this ARDA.

14.2. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the Parties or their successors in interest, in accordance with the City's Municipal Code. Any fees paid pursuant to this ARDA and spent by City prior to the date of cancellation shall be retained by City.

14.3. Automatic Termination Upon Completion and Sale of Residential Unit. This ARDA shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot designated by the Amended Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good faith purchaser

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thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this ARDA for any such residential lot as provided for in this Section 14.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

14.4. Termination upon Landowner Request. This ARDA may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Amended Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the ARDA for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this ARDA that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Section 6 hereinabove to pay any Park fees (including Interim Park Development Fees and Interim Community Places Fees), , planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Landowner of such portion of the Property is not in default of this ARDA and no notice of default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this ARDA for any such residential or nonresidential parcel as provided for in this Section 14.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

15. Annual Review.

15.1. Annual Review. City reserves the right to annually monitor and review Landowner's good faith compliance with the terms of this ARDA and the Entitlements.

15.2. Monitoring. City has discretion to monitor the continuing compliance with the terms of this ARDA and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

15.3. Annual Review Date. City intends to conduct an annual review during the term of this ARDA in September of each year after the Effective Date.

15.4. Initiation of Review. City's Community Development Director initiates the annual review by giving Landowner written notice that City will conduct the annual review. The Community Development Director's written notice will include an estimate of the total costs City

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expects to incur in connection with the review. Within thirty (30) days of City's notice, Landowner must provide evidence to the Community Development Director to demonstrate good faith compliance with this ARDA. The burden of proof, by substantial evidence of compliance, is upon the Landowner. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this ARDA. Landowner is not in default under this ARDA by virtue of a failure by City to timely initiate review.

15.5. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice to Landowner by e-mail or other then-available means of electronic technology.

15.6. Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Landowner may be required to pay are not limited to the amount in the Community Development Director's estimate.

15.7. Non-compliance with Agreement; Hearing. If the Community Development Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of this ARDA during the period under review, the City Council may initiate proceedings to modify or terminate the ARDA, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Landowner may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this ARDA, and the City Council shall review and make findings concerning the compliance of all Parties to the ARDA.

15.8. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the City Council must be commenced within thirty (30) days of the final decision of the City Council, or the Landowner forfeits the right to seek judicial review.

16. Violation of Entitlements. In addition to complying with all terms of this ARDA, Landowner agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Landowner to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this ARDA, subject to default under Section 17. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Landowner, and that unless and until the Landowner elects to develop any portion of the Property, the only obligations of the Landowner hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 11.1 above.

17. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this ARDA required to be performed by such Party, including without limitation any violation of Section 14,

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constitutes an Event of Default. For purposes of this ARDA, a Party claiming another Party is in default shall be referred to as the Complaining Party, and the Party alleged to be in default shall be referred to as the Party in Default. Except as provided in Section 16, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 27, and the Party in Default fails to cure such Event of Default within the applicable cure period.

17.1. Procedure Regarding Defaults.

17.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. After City as the Complaining Party provides notice of an Event of Default by Landowner, if such Event of Default is not cured within thirty (30) days after the Landowner's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the default is cured pursuant to the procedures in this Section 17.

17.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day time period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the annual review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code Section 65865.1 to decide to terminate or modify the ARDA following the opportunity to cure as provided in this Section 17.1.2.

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

17.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 17.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this ARDA or terminate this ARDA. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this ARDA or City's regulations governing development agreements, expressly including the remedy of specific performance of this ARDA. In no event, except as provided in Sections 21, 24 and 25 of this ARDA, will either Party be liable to the other Party for any monetary damage for claims arising out of this ARDA, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this ARDA without the notice

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and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

18. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this ARDA is in full force and effect and a binding obligation of the Parties; (ii) this ARDA has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this ARDA, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this ARDA with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

19. Severability. If any part of this ARDA is for any reason held to be unenforceable, the rest of the ARDA remains fully enforceable. If, however, a provision of this ARDA is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this ARDA, then the Party so deprived will have the option to terminate this entire ARDA upon written notice to the other Party.

20. Applicable Law. California law applies to this ARDA without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

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

22. ARDA Runs with the Land. Except as otherwise provided for in this ARDA, all of the provisions, rights, terms, covenants, and obligations contained in this ARDA are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this ARDA are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including but not limited to Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the Property, or with respect to any owned property: (i) is for the benefit of such properties and is a burden upon such properties; (ii) runs with such properties; and (iii) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

23. Bankruptcy. The obligations of this ARDA are not dischargeable in bankruptcy.

24. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Landowner agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and

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costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property. Landowner has no indemnification obligation with respect to the gross negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 24 shall survive the termination of this ARDA.

25. Cooperation and Indemnification of City in Event of Legal Challenge to This ARDA or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this ARDA or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this ARDA:

25.1. The Parties agree to cooperate in defending against the action or proceeding;

25.2. The Landowner is solely responsible for its own costs and any costs incurred by City for such defense;

25.3. Landowner will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

25.4. Neither Landowner nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

25.5. The provisions of Section 25 shall survive the termination of this ARDA.

26. Third Party Beneficiaries. This ARDA is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this ARDA.

27. Notices. All notices and other communications required or permitted under this ARDA, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Community Development Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax: (916) 851-8762

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E-mail: esparkman@cityofranchocordova.org

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

ALTA VISTA, LLC

Attn: Harry C. Elliott III, President

340 Palladio Parkway, Suite 521

Folsom, CA 95630

Fax: (916) 984-1322

E-mail: HCEIII@ElliottHomes.com

Either Party may change the address stated herein by giving notice in writing to the other Party. Thereafter, notices shall be addressed and transmitted to the new address.

28. Assignment and Release. From and after recordation of this ARDA against the Property, Landowner shall have the full right to assign this ARDA as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) Landowner has paid City any and all fees or amounts due to City arising out of this ARDA, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) the City Community Development Director has received the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit I**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Community Development Director upon the request of Landowner) and City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit I**, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

29. Mortgagee Protection. The parties hereto agree that this ARDA shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this ARDA. Any Mortgagee that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this ARDA nor a breach of this ARDA shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Landowner in the performance of Landowner's obligations under this ARDA.

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(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Landowner under the terms of this ARDA, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Landowner under this ARDA.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this ARDA; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assignee of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the Property consistent with this ARDA and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Landowner hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 11 of this ARDA to specifically enforce against such Mortgagees or owners any dedication requirements under this ARDA or under any conditions of any other Entitlements.

30. Priority of Enactment. In the event of conflict between this ARDA and the Entitlements, this ARDA is controlling.

31. Form of ARDA; Recordation; Exhibits. City will record this ARDA and any subsequent amendment to this ARDA, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this ARDA, except when this ARDA automatically terminates due to the expiration of the term of this ARDA. Any amendment or termination of this ARDA that affects less than all of the Property must describe the portion of the Property that is the subject of the amendment or termination. This ARDA is executed in three duplicate originals, each of which is deemed to be an original. This ARDA consists of 29 pages and 10 exhibits, which constitute the entire understanding and agreement of the Parties.

32. City Manager Authorization. The City, a municipal corporation, has authorized this ARDA to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____ adopted by the Council of the City on the _____ day of _____, 201____, and has caused this ARDA to be executed.

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"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: Cyrus Abhar
Its: City Manager
Date: _____

"LANDOWNER"

ALTA VISTA, LLC,
an Arizona limited liability company

By: _____
Name: Harry C. Elliott, III
Title: President

Date: _____, 2019

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

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EXHIBIT LIST

Exhibit A-1:	Legal Description of Property
Exhibit A-2:	Map of Property
Exhibit B:	Map of Specific Plan Area
Exhibit C:	Affordable Housing Plan Agreement
Exhibit D:	Map of Open Space Preserve
Exhibit E:	Incentive Period Exactions
Exhibit F:	Map of Dedicated Parks
Exhibit G:	Flooding Technical Memorandum
Exhibit H:	Map of Portion of White Rock Road
Exhibit I:	Form of Assignment

2652313.12

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EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

Parcel 2:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Tank Site No. 804:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 2759.57 feet, (2) North 89°06'40" West 1070.18 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 18°45'03" West 276.75 feet; thence North 71°14'57" West 146.50 feet; thence North 18°45'03" East 276.75 feet; thence South 71°14'57" East 146.50 feet to the point of beginning.

Also being described in Parcel C of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 page 1046, Official Records.

APN: 072-0370-046

Together with the right of ingress and egress upon, over and across an existing road 20 feet in width, the centerline of which is described as follows:

Beginning at a point located South 18°45'03" West 10.53 feet from the Northeast corner of the before described parcel of land; thence from said point of beginning South 89°25'42" East 51.48 feet; thence South 00°34'18" West 2749.88 feet to a point located on the Southerly boundary line of said Parcel 15.

Parcel 3:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Beta Area Well Site "A"- 805:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53' 20" West 2611.85 feet, (2) North 89°06'40" West 1119.19 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 70.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 70.00 feet to the point of beginning.

Also being described in Parcel D of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 Page 1046, Official Records.

APN: 072-0370-047

Together with the right of ingress and egress upon, over and across an existing road 20 feet in width, the centerline of which is described as follows:

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Beginning at the Southeast corner of the before described parcel of land; thence from said point of beginning South 00°34'18" West 2531.88 feet to a point located on the Southerly boundary line of Parcel 15.

Parcel 4:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Beta Area Well Site "B"- 806;

Beginning at a point located within said Parcel 15 from which the Southwest corner of Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 1156.48 feet, (2) North 89°06'40" West 1127.25 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 78.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 78.00 feet to the point of beginning.

Also being described in Parcel E of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 Page 1046, Official Records.

APN: 072-0370-048

Parcel 5:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio Del Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet, (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet; thence North 00°53'20" East 4230.53 feet; thence North 90°00'00" West 1078.83 feet; thence North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc

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having a radius of 1500.00 feet, said arc being subtended by a chord bearing South 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

Excepting therefrom as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced and saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting all water and rights, including, but not limited to all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

Said land is also described in Lot 'A' of that certain Lot Line Adjustment Resolution No. 97 -BLS-0637 recorded November 18, 1997 in Book 971118 Page 807, Official Records.

APN: 072-0370-071

Parcel Six:

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Beginning at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Beginning, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, South 89°58'25" West, a distance of 367.46 feet along said common line; Thence, North 89°55'25" West, a distance of 402.97 feet along said common line; Thence, North 00°00'55" West, a distance of 722.15 feet along said common line; Thence, North 00°03'11" East, a distance of 608.94 feet along said common line; Thence, North 88°01'22" West, a distance of 39.63 feet along said common line; Thence, North 00°19'49" East, a distance of 225.19 feet along said common line; Thence, North 71°43'32" West, a distance of 459.31 feet along said common line; Thence, North 18°01'48" East, a distance of 299.22 feet along said common line; Thence, North 18°12'33" East, a distance of 581.68 feet along said common line; Thence, North 18°21'10" East, a distance of 260.18 feet along said common line; Thence, North 86°58'23" East, a distance of 30.58 feet along said common line; Thence, North 86°04'54" East, a distance of 79.74 feet along said common line; Thence, North 86°52'08" East, a distance of 104.15 feet along said common line; Thence, South 71°53'21" East, a distance of 494.50 feet along said common line; Thence, North 00°22'20" East, a distance of 1401.37 feet along said common line; Thence, South 51°45'32" East, a distance of 723.29 feet; Thence, North 27°42'33" East, a distance of 850.47 feet; Thence, North 38°10'20" East, a distance of 125.00 feet; Thence, South 51°49'40" East, a distance of 453.85 feet;

ATTACHMENT 2

Exhibit A to the Ordinance

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of 25°22'37" and a radius of 1125.00 feet;

Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of 46°07'00" and a radius of 975.00 feet;

Thence, South 72°34'03" East, a distance of 651.82 feet;

Thence, South 17°25'57" West, a distance of 25.00 feet;

Thence, South 72°34'03" East, a distance of 856.47 feet;

Thence, South 17°25'57" West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South 42°47'17" West;

Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of 19°03'35" and a radius of 2000.00 feet;

Thence, South 28°09'08" East, a distance of 236.87 feet;

Thence, North 79°02'16" West, a distance of 274.71 feet;

Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of 108°28'52" and a radius of 560.00 feet;

Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;

Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;

Thence, South 89°31'57" West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°24'23" West;

Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;

Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;

Thence, South 00°17'18" East, a distance of 423.57 feet to the south line of said Parcel 15;

Thence, North 89°37'40" West, a distance of 418.60 feet along said south line to the Point of Beginning.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" in Book 620917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 1075.90 feet along the common line between said properties;

Thence, South 89°37'45" East, a distance of 120.05 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 00°02'10" West, a distance of 79.89 feet;

Thence, South 89°58'18" East, a distance of 78.00 feet;

Thence, South 00°00'36" West, a distance of 79.95 feet;

Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

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Exception B

All that property described as "Tank Site No. 804" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning; Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet; Thence, South 71°48'29" East, a distance of 146.44 feet; Thence, South 18°10'43" West, a distance of 276.46 feet; Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Exception C

All that property described as "Beta Area Well Site 'A'-805" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 28°40'21" East, a distance of 268.14 feet to the Point of Beginning; Thence, from the Point of Beginning, North 00°02'08" East, a distance of 79.98 feet; Thence, North 89°57'08" East, a distance of 70.00 feet; Thence, South 00°00'09" East, a distance of 80.01 feet; Thence, South 89°58'15" West, a distance of 70.05 feet to the Point of Beginning.

APN: 072-0370-102

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

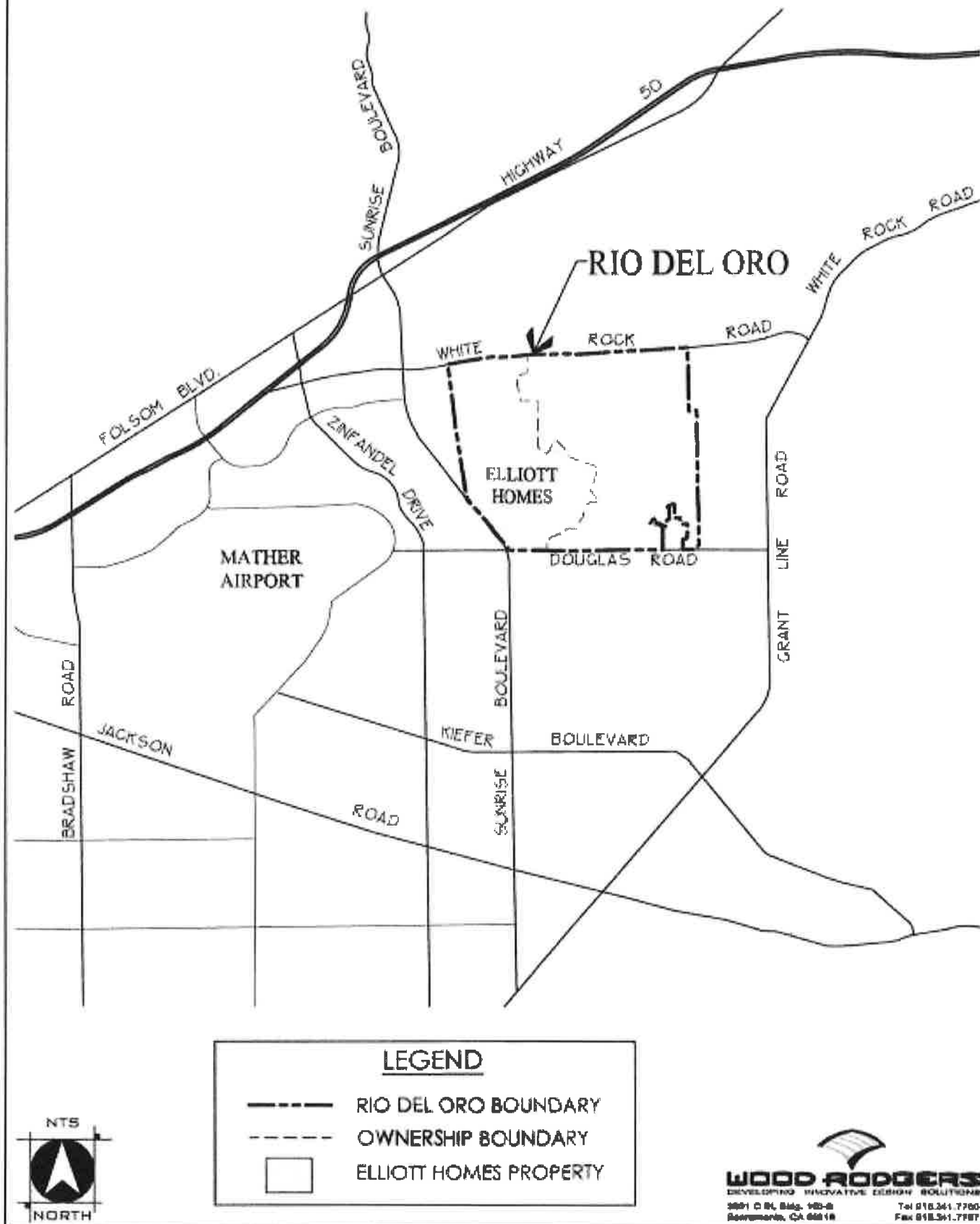


8/23/14

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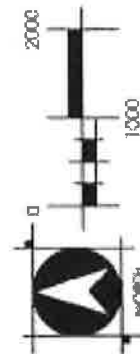
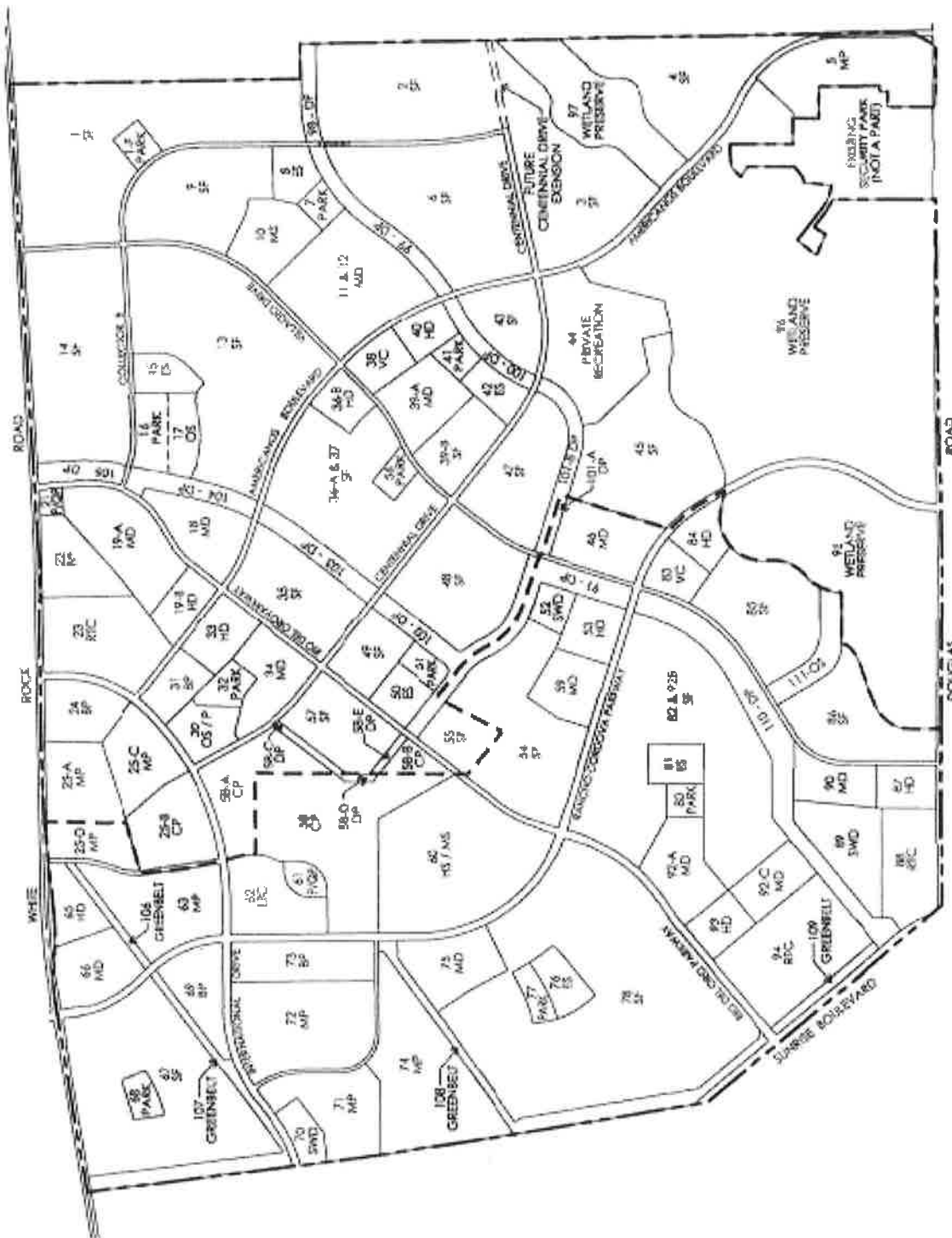
ATTACHMENT 2
Exhibit A to the Ordinance

EXHIBIT A-2: MAP OF PROPERTY (ELLIOTT HOMES)



ATTACHMENT 2
Exhibit A to the Ordinance

EXHIBIT B: MAP OF SPECIFIC PLAN AREA (RIO DEL ORO PROJECT)



WOOD ADDERS
We're building tomorrow's business solutions
Tel: 0130 437280
Fax: 0130 437287

ATTACHMENT 2
Exhibit A to the Ordinance

OFFICIAL BUSINESS
 Document entitled to free recording
 Government Code Section 6103

RECORDING REQUESTED BY AND
 WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN AGREEMENT
 FOR THE RIO DEL ORO SPECIFIC PLAN
 BY AND BETWEEN
 THE CITY OF RANCHO CORDOVA, AND
 ALTA VISTA, LLC**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and ALTA VISTA, LLC, an Arizona limited liability company ("Landowner"), as of _____, 2019. City and Landowner are hereinafter sometimes collectively referred to as the Parties. This AHP shall be binding on Landowner and on any and all of Landowner's successors and assigns developing the real property described in Exhibit 1 and depicted in Exhibit 2 hereto and incorporated herein (the "Property") within the Rio Del Oro Specific Plan ("RDOSP").

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following policies related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, the City of Rancho Cordova Housing Element, adopted December 16, 2013 by City Council Resolution No. 119-2013 ("Housing Element") states that all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development; and

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WHEREAS, Policy H.1.5 of the Housing Element states that “[d]evelopers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project’s plan for providing affordable housing;” and

WHEREAS, Housing Element Action H.1.5.1 provides that the Affordable Housing Plan “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement,” and “[i]n order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...” and

WHEREAS, on September 20, 2012, the Sacramento Area Council of Governments’ (“SACOG”) Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan (“RHNP”). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation (“RHNA”). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, local governments are required to update their housing elements to plan to accommodate their entire RHNA share by income category; and

WHEREAS, the City has received an allocation from SACOG of the projected share of the Region’s total growth within the City, including both a projected allocation of total housing units and a distribution of this projected growth by family income categories; and

WHEREAS, the City intends to meet Housing Element Policies H.1.5, H.1.5.1 and the requirements of state law by demonstrating that it is providing sufficient zoning capacity to accommodate a portion of the RHNA for housing available to a variety of income categories within the RDOSP area (“RDOSP Area”); and

WHEREAS, based on the foregoing requirements, this AHP is comprised of two major components: the Property’s fair share of the RHNA allocation and affordable housing performance; and

WHEREAS, the City Council supports and has determined that an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU in the RDOSP Area will, when combined with the City’s non-residential linkage fees as set forth in Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89, state and federal tax credits, and other state, federal and local grant and loan program funds, result in sufficient funds for City, or another third party, to develop within the City approximately six percent (6%) of new residential development as affordable rental units and one percent (1%) as affordable for-sale units; and

WHEREAS, in preparing this AHP, the City and Landowner considered economic, environmental, and fiscal factors and community goals set forth in the general plan; and

WHEREAS, Landowner has agreed to meet the affordable housing obligations as identified in this AHP. This AHP fully satisfies Landowner’s obligations pursuant to Housing Element Policy H.1.5 and all action items related thereto; and

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WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the RDOSP Area. Any violation by Landowner of the terms of this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with enforcement action as further set forth in this Agreement.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to the following AHP:

DEFINITIONS

All capitalized terms used in this Agreement shall have the meaning set forth in this Section. Any capitalized terms not defined herein shall have the meaning set forth in the Amended and Restated Development ("ARDA") by and between Alta Vista, LLC and the City, adopted by the City by Ordinance No. _____, on _____, 2019;

"AHP" shall mean the Affordable Housing Plan Agreement, approved by Resolution No. 107-2016, on September 19, 2016, and reapproved and amended by and between the City and Alta Vista by Ordinance No. ____-2019;

"Affordable Housing In Lieu Fee" is the fee payable pursuant to this AHP, in the amount of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU, and as may be adjusted as allowed by Section 2.2 of this AHP.

"Affordable Units" shall mean those units (whether single family or multi-family, and regardless of density) designated by the City to be affordable under the provisions of Section 4 of this AHP (and which are subject to a regulatory agreement as specified in that Section), with income levels calculated pursuant to regulations issued by the California Department of Housing and Community Development ("HCD") (with specific application to Sacramento County), and as may be adjusted from time to time by HCD based upon size of household, regional cost of living and other relevant factors. Subject to the regulations issued by HCD, City may designate Affordable Units as those units available to families with incomes ranging from zero to 120% of median family income.

"ARDA" shall mean the Amended and Restated Development Agreement ("ARDA") by and between Alta Vista, LLC and the City, adopted by the City by Ordinance No. _____, on _____, 2019.

"HCD" shall mean the State of California, Department of Housing and Community Development (or any successor thereto).

"HD" shall refer to the acreage designated in the RDOSP for development at or above an average density of 26 units per acre.

"Housing Element" shall mean the Housing Element in effect as of the effective date of this AHP, which was adopted on December 16, 2013 by City Council Resolution No. 119-2013.

"Market Rate Units" ("MRU") shall mean those units approved for residential development (whether single family or multi-family, and regardless of density) within the RDOSP Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

ATTACHMENT 2
Exhibit A to the Ordinance

"Property" shall mean the 1,516-acre portion of the RDOSP Area owned by Landowner, located in the City of Rancho Cordova, County of Sacramento, and more particularly described in Exhibit 1 and depicted in Exhibit 2.

"RDOSP" shall mean the Rio del Oro Specific Plan, and all amendments thereto, whether approved before or after the date of this AHP.

"RDOSP Area" shall mean the entire property included within the Amended Rio del Oro Specific Plan, approved by the City on September 19, 2016, by Ordinance No. 9-2016.

"RHNA" shall mean the Regional Housing Needs Allocation adopted by the Sacramento Area Council of Governments on September 20, 2012 to cover the time period 2013-21.

"RHNA Acreage" shall mean those sites identified on Exhibit 3 to this AHP, which are designated in the RDOSP for high-density development at no less than 26 units per acre.

"RHNP" shall mean the Regional Housing Needs Plan as established by SACOG on September 20, 2012 for the period 2013-21.

"SACOG" shall mean the Sacramento Area Council of Governments.

AGREEMENT

1. **Property Subject to this Affordable Housing Plan.** Landowner owns fee title to the Property. This AHP shall apply to, and be recorded on, the Property. The remaining portion of the RDOSP Area shall also be subject to a separate AHP, entered into between the City and the owner of fee title to that other portion of the RDOSP Area. Landowner understands, and City represents, that City intends to impose similar terms and conditions related to affordable housing on all portions of the RDOSP Area.

2. **Payment of Affordable Housing In Lieu Fee.** All MRU (both single family and multi-family) shall pay an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU. The Affordable Housing In Lieu Fee shall be due and payable at the time a building permit is issued for the unit or multi-family structure.

2.1. **Exemptions.** No Affordable Housing In Lieu Fee shall be required to be paid by any Affordable Units developed on the Property or by any development or structure subject to a non-residential building permit. Any development or structure subject to a non-residential building permit shall pay the housing trust development impact fee established pursuant to Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89.

2.2. **Increases to Affordable Housing In Lieu Fee.** The Affordable Housing In Lieu Fee shall not be subject to increase during the "Incentive Period," as that phrase is defined in the ARDA between the Parties. After the expiration of the Incentive Period, the Affordable Housing In Lieu Fee required under this AHP shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between October and October of each year.

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3. Regional Housing Needs Allocation for the RDOSP Area. Based on the RHNA, City has designated 98 acres within the RDOSP Area for high density development, and City has identified as "RHNA Acreage" the property identified on Exhibit 3 to this AHP. Landowner has no obligation to develop or cause the development of Affordable Units on the RHNA Acreage. However, unless otherwise approved by the City, any development of the that portion of the RHNA Acreage within the Property as, if, and when the same occurs, shall be consistent with RHNA requirements as identified by the Housing Element (in effect as of the date of this AHP), and shall be at a minimum density of 26 dwelling units per acre, subject to the following provisions:

3.1. No Net Loss. California Government Code section 65584 requires all development on RHNA qualifying acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to contribute to the required RHNA performance, development on the RHNA Acreage must be at or above a density of an average of 26 units per acre, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element, and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65863. The City will accept an average of 26 units per acre on RHNA Acreage being developed concurrently by the same owner.

3.2. Review of RHNA Acreage. The Parties acknowledge that SACOG will review, from time to time, the RHNA for the City. The SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining projected RHNA requirements for the RDOSP Area. However, no such future adjustment by SACOG in the allocation of RHNA units to the City shall result in an increase to the RHNA Acreage as described herein. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the RDOSP Area, upon receipt by City of a written request from Landowner for reconsideration of the allocation of RHNA Acreage, the City will consider whether RHNA Acreage is still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584.

4. Affordable Housing Performance Requirements. Landowner has no obligation to construct Affordable Units under this AHP, and is not required to reserve or dedicate any land for the construction of affordable housing. However, at the request of City, Landowner has identified locations and acreages of four (4) sites, which may be subdivided to create three-acre parcels in the future (the "Identified Sites"), as shown on Exhibit 4 attached hereto, that may be suitable for the construction of Affordable Units by third parties. Landowner will offer to City for compensation at fair market value (to be determined as set forth below) all or a portion of the Identified Sites as follows:

4.1 Identified Sites for Affordable Units.

4.1.1. Total Acreage. The Identified Sites within the Property will result in 12 acres of HD available for purchase by the City. The Identified Sites are depicted on Exhibit 4.

4.1.2. Timing and Manner of Acquisition. City shall have the option to purchase any three (3) acre parcel within an Identified Site(s) (the "Parcel"). Such option shall be exercised no earlier than the date of approval of the small lot tentative subdivision map which includes the Identified Site(s), and no later than sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site. City shall exercise such option by delivering to Landowner a written purchase and sale agreement ("PSA"), executed by City as the buyer,

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along with a written appraisal of the Parcel substantiating the purchase price as set forth in the PSA. Said appraisal shall include the value of any improvements constructed or to be constructed by Landowner, including but not limited to the value of rough grading and stubbing for natural gas, water, storm drain, sewer, conduit for electrical and fiber, etc.). Landowner shall have ninety (90) days from the date of receipt of the PSA to either accept the offer by executing the PSA as the seller, or to make a written counteroffer to City. In the event City does not exercise its option within sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site(s), City's option to purchase the Identified Site(s) within the final small lot subdivision map shall terminate.

If Landowner's counteroffer includes a purchase price different from that included in the PSA, Landowner shall include in its counteroffer a second written appraisal substantiating Landowner's proposed purchase price. Landowner and City shall meet and confer, in good faith, to resolve any differences between City's PSA and Landowner's counteroffer. If, within fifteen (15) days after presentation of Landowner's counteroffer to City, the Parties cannot agree on a purchase price and execute a final PSA, City and Landowner shall, within an additional fifteen (15) days, agree on and retain a third appraiser who shall decide the purchase price within thirty (30) days after such appraiser is engaged, with the costs of this determination to be shared equally by the Parties. The purchase price decided by the third appraiser shall not be less than the purchase price set forth in City's proposed PSA, and shall not be more than the purchase price set forth in Landowner's counteroffer.

Any other terms and/or conditions that Landowner's counteroffer modifies or adds from those set forth in City's proposed PSA shall be resolved in good faith between the Parties, it being acknowledged that the material terms of any final PSA are included in this AHP.

Once the purchase price has been resolved in the manner described above, the Parties shall execute the final PSA within fifteen (15) days after receipt of the third appraiser's determination of purchase price. Unless otherwise specified therein, close of escrow shall occur not more than sixty (60) days after full execution of the final PSA.

Landowner shall have the right at any time to present City with a written offer to sell a Parcel to City. City shall have no obligation to accept or reject such offer, or to make a counteroffer, prior to the date which is sixty (60) days after recordation of the final small lot subdivision map which includes the Parcel, provided that City agrees that it will nevertheless consider any such offer in good faith.

4.1.3 Compensation to Landowner. Landowner shall be paid the purchase price either (a) in cash or (b) through the application of credits to any Exactions owed on remaining undeveloped units within the subdivision. In the event Landowner is compensated through credits, City and Landowner will enter into an appropriate agreement memorializing the application of the credits prior to close of escrow.

4.1.4 Obligations of Landowner with Respect to Improvements for Identified Site(s). City acknowledges and agrees that, other than the agreement as to the location of the Identified Site(s), Landowner shall not be required to reserve or dedicate any of the Identified Site(s) to City and Landowner is not required to construct Affordable Units on the Identified Sites. City further acknowledges and agrees that Landowner has no obligation or requirement to construct frontage improvements to the Identified Site(s), including but not limited to curb, gutter, and sidewalk. If Landowner installs improvements of any kind, the value of the

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improvements shall be included in the purchase price and either paid for or credited to Landowner as provided in Section 4.1.4.

4.1.5 Construction of Affordable Units on the Identified Site(s). City shall consult with Landowner on the selection of a third party who will construct Affordable Units on the identified Site(s). The design, landscaping, materials, and all other pertinent development standards contained in the Rio del Oro Specific Plan Development Standards and Design Guidelines (and any and all amendments thereto) shall apply to the construction of the Affordable Units.

4.2 Other Options for Meeting Obligations Under the AHP. The Parties acknowledge that as the Property develops and market conditions evolve, new solutions for meeting affordable housing obligations may arise and merit consideration. Pursuant to Section 5.2 below, the Parties may cooperate to amend this AHP to accommodate such additional options.

5. Term, Amendment and Termination.

5.1. Term. This term of this AHP shall extend and be equal to the term of the ARDA, but the requirements applicable to any MRU shall terminate after the payment of the Affordable Housing In Lieu Fee for that MRU, and shall terminate as to the entire Property when all Affordable Housing In Lieu Fees required by this Agreement for the Property have been paid and Landowner has fully complied with the requirements of Section 4.

5.2. Amendment by Mutual Consent. This AHP may be amended in writing from time to time by mutual consent of the City and Landowner.

5.3. Termination. This AHP may be canceled in whole or in part only by mutual consent of the City and Landowner or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

6. Breach. This AHP is implemented as a condition of approval for consistency with the City's Housing Element. Any material violation by Landowner of the requirements under this AHP shall be considered a violation of a condition of approval, and City may invoke remedies appropriate to violation of a condition of approval, including the withholding of building permits until such violation has been cured. The procedures regarding defaults and opportunity to cure set forth in the ARDA (Sections 17, and 17.1 through 17.1.4, inclusive) shall apply to any alleged violation of the terms of this AHP.

7. Severability. If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive Landowner of an essential benefit of this AHP, then Landowner will have the option to terminate this entire Agreement upon written notice to City. If City contends that it has been deprived of an essential benefit of this AHP, then City shall notify Landowner and the Parties will meet and confer to evaluate whether the remainder of the Agreement should be valid and enforceable.

8. Applicable Law. California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

9. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either party for breach of this AHP or to enforce any

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Exhibit A to the Ordinance

provisions herein related to the performance of the Parties as set forth in this AHP, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

10. Agreement Runs With The Land. Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

11. Indemnification. Landowner agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees arising out of or related to the obligations of this AHP. Landowner has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives.

12. Cooperation In the Event of Legal Challenge to this AHP. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

12.1. The City and Landowner agree to cooperate in defending against the action or proceeding.

12.2. Landowner is solely responsible for its own costs and any costs incurred by the City for such defense.

12.3. Neither Landowner nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

13. Third Party Beneficiaries. This AHP is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.

14. Notices. All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

ATTACHMENT 2
Exhibit A to the Ordinance

CITY OF RANCHO CORDOVA
 Community Development Director
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Fax: (916) 851-8712

E-mail: esparkman@cityofranhocordova.org

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

ALTA VISTA, LLC
 Attn: Harry C. Elliott III, President
 340 Palladio Parkway, Suite 521
 Folsom, CA 95630
 Fax : (916) 984-1322
 E-mail: HCEIII@ElliottHomes.com

Either party may change the address stated herein by giving notice in writing to the other party and, thereafter, notices shall be addressed and transmitted to the new address.

15. Assignment and Release. From and after recordation of this AHP against the Property, Landowner shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that: (1) Landowner will pay City any and all fees or amounts due to City, as set forth in Section 2 of this AHP, and (2) upon the receipt by the City Community Development Director of the express written assignment by Landowner and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Community Development Director upon the request of Landowner) and the City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

16. Form Of Agreement; Recordation; Exhibits. City will record this AHP, and any subsequent amendment to this AHP, against the Property with the County Recorder within thirty (30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of 12 pages and 4 exhibits, which constitute the entire understanding and agreement of the Parties with respect to the AHP and obligations related thereto.

ATTACHMENT 2
Exhibit A to the Ordinance

17. Recitals. The Recitals set forth above are an integral part of this Agreement and shall have the same contractual and legal significance as any other language in this Agreement.

ATTACHMENT 2
Exhibit A to the Ordinance

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. ____-2019, adopted by the Council of the City on this __ day of _____, 2019, and Landowner has caused this AHP to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: Cyrus Abhar
Its: City Manager

Date: _____, 2019

"LANDOWNER"

ALTA VISTA, LLC,
an Arizona limited liability company

By: _____
Name: Harry C. Elliott, III
Title: President

Date: _____, 2019

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____, 2019

EXHIBIT LIST

- Exhibit 1: Landowner's Property – Legal Description
- Exhibit 2: Landowner's Property – Map
- Exhibit 3: RHNA Acreage
- Exhibit 4: Identified Sites

2698810.3

ATTACHMENT 2

Exhibit A to the Ordinance

EXHIBIT 1

LANDOWNER'S PROPERTY - LEGAL DESCRIPTION

Parcel 2:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Tank Site No. 804:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 2759.57 feet, (2) North 89°06'40" West 1070.18 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 18°45'03" West 276.75 feet; thence North 71°14'57" West 146.50 feet; thence North 18°45'03" East 276.75 feet; thence South 71°14'57" East 146.50 feet to the point of beginning.

Also being described in Parcel C of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 page 1046, Official Records.

APN: 072-0370-046

Together with the right of ingress and egress upon, over and across an existing road 20 feet in width, the centerline of which is described as follows:

Beginning at a point located South 18°45'03" West 10.53 feet from the Northeast corner of the before described parcel of land; thence from said point of beginning South 89°25'42" East 51.48 feet; thence South 00°34'18" West 2749.88 feet to a point located on the Southerly boundary line of said Parcel 15.

Parcel 3:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Beta Area Well Site "A"- 805:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53' 20" West 2611.85 feet, (2) North 89°06'40" West 1119.19 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 70.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 70.00 feet to the point of beginning.

Also being described in Parcel D of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 Page 1046, Official Records.

APN: 072-0370-047

Together with the right of ingress and egress upon, over and across an existing road 20 feet in width, the centerline of which is described as follows:

ATTACHMENT 2

Exhibit A to the Ordinance

Beginning at the Southeast corner of the before described parcel of land; thence from said point of beginning South 00°34'18" West 2531.88 feet to a point located on the Southerly boundary line of Parcel 15.

Parcel 4:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Beta Area Well Site "B"- 806:

Beginning at a point located within said Parcel 15 from which the Southwest corner of Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 1156.48 feet, (2) North 89°06'40" West 1127.25 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 78.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 78.00 feet to the point of beginning.

Also being described in Parcel E of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 Page 1046, Official Records.

APN: 072-0370-048

Parcel 5:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio Del Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet; (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet; thence North 00°53'20" East 4230.53 feet; thence North 90°00'00" West 1078.83 feet; thence North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc

ATTACHMENT 2

Exhibit A to the Ordinance

having a radius of 1500.00 feet, said arc being subtended by a chord bearing South 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

Excepting therefrom as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced and saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting all water and rights, including, but not limited to all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

Said land is also described in Lot 'A' of that certain Lot Line Adjustment Resolution No. 97 -BLS-0637 recorded November 18, 1997 in Book 971118 Page 807, Official Records.

APN: 072-0370-071

Parcel Six:

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Beginning at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Beginning, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, South 89°56'25" West, a distance of 367.46 feet along said common line; Thence, North 89°55'25" West, a distance of 402.97 feet along said common line; Thence, North 00°00'55" West, a distance of 722.15 feet along said common line; Thence, North 00°03'11" East, a distance of 608.94 feet along said common line; Thence, North 88°01 '22" West, a distance of 39.63 feet along said common line; Thence, North 00°19'49" East, a distance of 225.19 feet along said common line; Thence, North 71°43'32" West, a distance of 459.31 feet along said common line; Thence, North 18°01 '48" East, a distance of 299.22 feet along said common line; Thence, North 18°12'33" East, a distance of 581.68 feet along said common line; Thence, North 18°21'10" East, a distance of 260.18 feet along said common line; Thence, North 86°58'23" East, a distance of 30.58 feet along said common line; Thence, North 86°04'54" East, a distance of 79.74 feet along said common line; Thence, North 86°52'08" East, a distance of 104.15 feet along said common line; Thence, South 71°53'21" East, a distance of 494.50 feet along said common line; Thence, North 00°22'20" East, a distance of 1401.37 feet along said common line; Thence, South 51°45'32" East, a distance of 723.29 feet; Thence, North 27°42'33" East, a distance of 850.47 feet; Thence, North 38°10'20" East, a distance of 125.00 feet; Thence, South 51°49'40" East, a distance of 453.85 feet;

ATTACHMENT 2

Exhibit A to the Ordinance

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of 25°22'37" and a radius of 1125.00 feet;
 Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of 46°07'00" and a radius of 975.00 feet;
 Thence, South 72°34'03" East, a distance of 651.82 feet;
 Thence, South 17°25'57" West, a distance of 25.00 feet;
 Thence, South 72°34'03" East, a distance of 856.47 feet;
 Thence, South 17°25'57" West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South 42°47'17" West;
 Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of 19°03'35" and a radius of 2000.00 feet;
 Thence, South 28°09'08" East, a distance of 236.87 feet;
 Thence, North 79°02'16" West, a distance of 274.71 feet;
 Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of 108°28'52" and a radius of 560.00 feet;
 Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;
 Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;
 Thence, South 89°31'57" West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°24'23" West;
 Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;
 Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;
 Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;
 Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;
 Thence, South 00°17'18" East, a distance of 423.57 feet to the south line of said Parcel15;
 Thence, North 89°37'40" West, a distance of 418.60 feet along said south line to the Point of Beginning.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 1075.90 feet along the common line between said properties;
 Thence, South 89°37'45" East, a distance of 120.05 feet to the Point of Beginning;
 Thence, from the Point of Beginning, North 00°02'10" West, a distance of 79.89 feet;
 Thence, South 89°58'18" East, a distance of 78.00 feet;
 Thence, South 00°00'36" West, a distance of 79.95 feet;
 Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

ATTACHMENT 2

Exhibit A to the Ordinance

Exception B

All that property described as "Tank Site No. 804" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning; Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet; Thence, South 71°48'29" East, a distance of 146.44 feet; Thence, South 18°10'43" West, a distance of 276.46 feet; Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Exception C

All that property described as "Beta Area Well Site 'A'-805" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 26°40'21" East, a distance of 268.14 feet to the Point of Beginning; Thence, from the Point of Beginning, North 00°02'08" East, a distance of 79.98 feet; Thence, North 89°57'06" East, a distance of 70.00 feet; Thence, South 00°00'09" East, a distance of 80.01 feet; Thence, South 89°58'15" West, a distance of 70.05 feet to the Point of Beginning.

APN: 072-0370-102

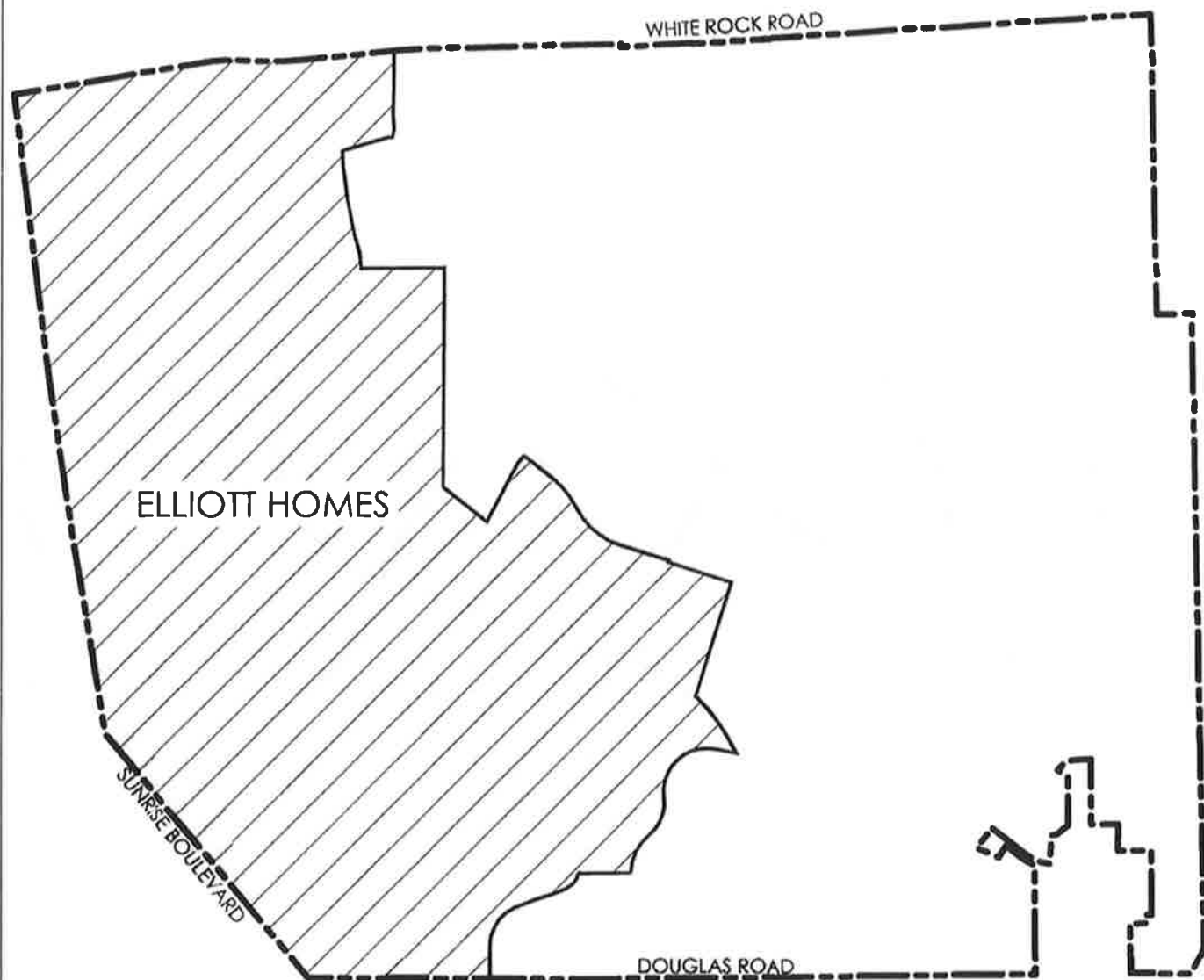
END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

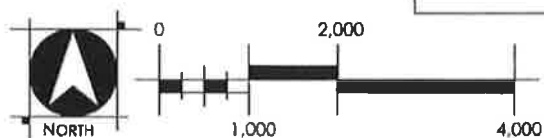


8/23/14

RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA



 RIO DEL ORO PROJECT BOUNDARY
 ELLIOTT HOMES PROPERTY



WOOD ROGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

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

SHEET 1 OF 2

[illegible]

EXHIBIT 3: RHNA ACREAGE

RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA

The map displays the Rio Del Oro project boundary, outlined by a dashed line. Within this boundary, several parcels are highlighted in orange, representing the RHNA acreage. The map includes major roads: White Rock Road at the top, Douglas Road at the bottom, and Sunrise Boulevard on the left. A legend at the bottom center defines the symbols: a dashed line for the 'RIO DEL ORO PROJECT BOUNDARY' and an orange rectangle for 'RHNA ACREAGE'. A scale bar at the bottom left shows distances from 0 to 4,000 feet, with a north arrow pointing upwards. The Wood Rodgers logo and contact information are located at the bottom right.

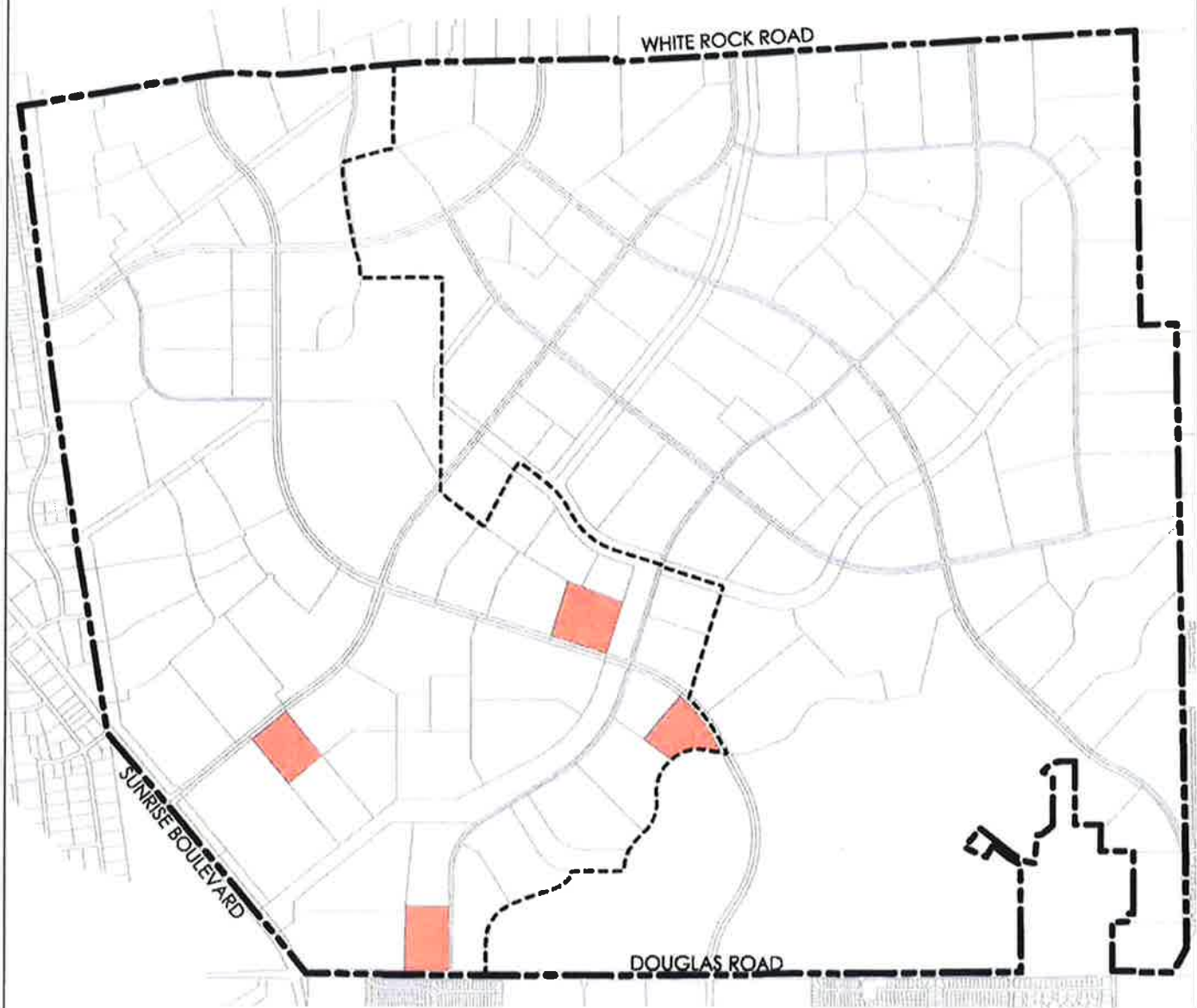
LEGEND

- RIO DEL ORO PROJECT BOUNDARY
- Orange Rectangle RHNA ACREAGE

WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3801 G St., Bldg. 100-B
 Sacramento, CA 95816
 Tel 916.341.7780
 Fax 916.341.7781

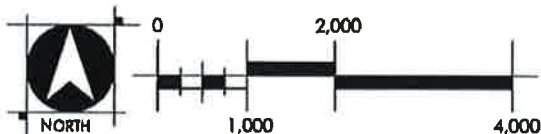
EXHIBIT 4: IDENTIFIED SITES (ELLIOTT HOMES)

RIO DEL ORO CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

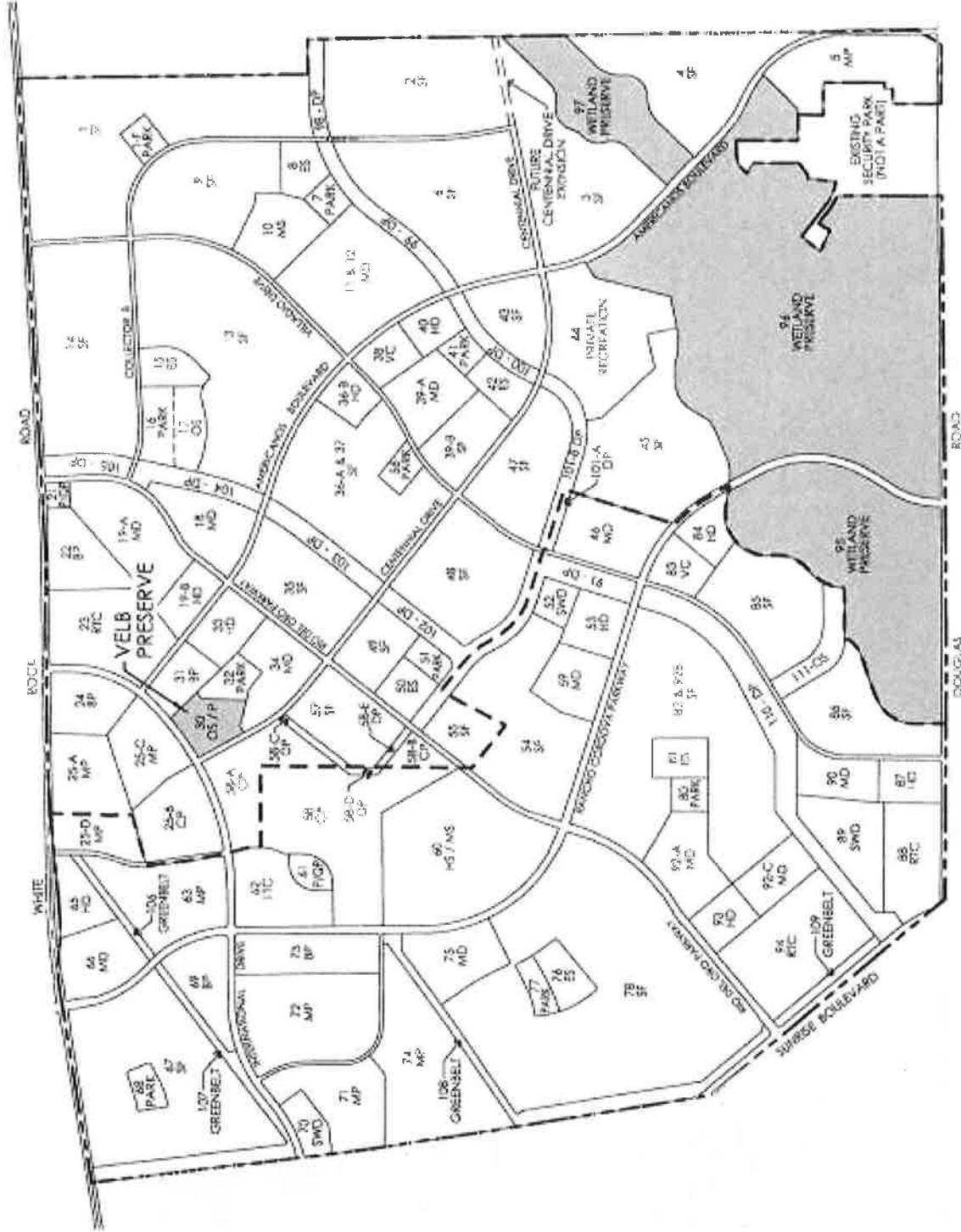
- RIO DEL ORO PROJECT BOUNDARY
- IDENTIFIED SITES



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
8801 G St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767
SHEET 1 OF 2

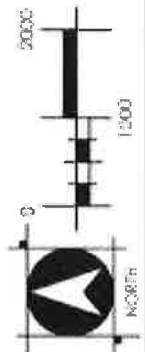
ATTACHMENT 2 Exhibit A to the Ordinance

EXHIBIT D: MAP OF OPEN SPACE PRESERVE



■ = OPEN SPACE PRESERVE

NOTE
OPEN SPACE PRESERVE LANDS ARE THOSE IDENTIFIED AS WETLAND PRESERVES UNDER RIO DEL ORO'S
LAND USE CATEGORIES.



ATTACHMENT 2

Exhibit A to the Ordinance

EXHIBIT E

INCENTIVE PERIOD EXACTIONS

	Incentive Period Fee Exaction *
Community Places Fee	\$ 1,257.00
Library Fee	424.00
Park Development Fee	8,998.00
Transportation Fee	15,176.00
Park Renovation Fee	
Affordable Housing Fee **	4,557.00
	<u>\$ 30,412.00</u>

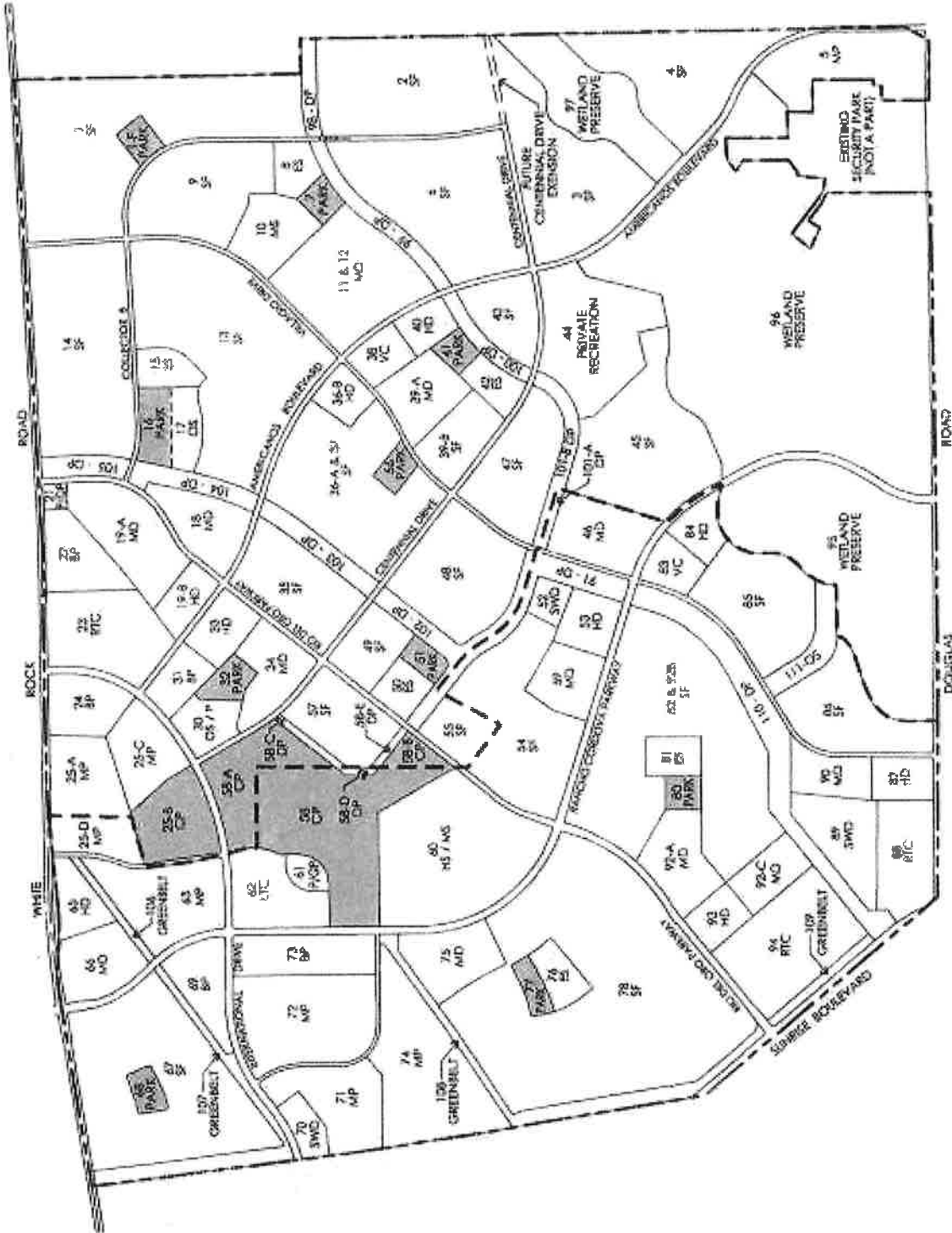
* Fees based on a Single Family and Medium Density Residential Unit

** Affordable Housing Fee remains fixed during Incentive Period

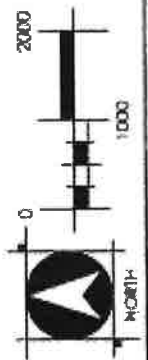
ATTACHMENT 2 Exhibit A to the Ordinance



EXHIBIT F: MAP OF DEDICATED PARKS



■ = DEDICATED PARKS



NOTE
DEDICATED PARKS INCLUDE PARKS AND COMMUNITY PARKS ONLY.

ATTACHMENT 2

Exhibit A to the Ordinance

EXHIBIT G:

FLOODING TECHNICAL MEMORANDUM

Technical Memo

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING

Job No.: 1032.046

To: Elizabeth Sparkman, Allen Quynn (City Rancho Cordova)
cc: Price Walker, Elliott Homes, Michael LaFortune, Easton
From: Tim Crush, PE, CFM
Date: 3/24/16

- ☐ Meeting/Phone Summary
☐ For Your Information
☒ Other: Design Documentation

Re: Rio Del Oro-Sunrise Boulevard Existing Flooding

INTRODUCTION

Wood Rodgers (WR) has prepared this Technical Memo (TM) to document the design analysis completed to-date on the Rio Del Oro (RDO) project with regard to the existing flooding at Sunrise Boulevard. The proposed facilities that have been identified to reduce the existing flooding at Sunrise Boulevard and how the RDO project can satisfy the Conditions of Approval (COA) and Development Agreement (DA) requirements to reduce the existing flooding impacts at Sunrise Boulevard by one third (1/3).

REFERENCES

WR as the project engineer for the Rio Del Oro (RDO) project prepared several drainage studies/analysis. These include the following documents which are herein referenced:

1. Rio Del Oro Master Drainage Study, August 5, 2005 (RDODMP); the drainage study submitted for specific plan (SP).
2. Drainage Alternatives Addendum October 25, 2005 (DAA); additional drainage analysis of the three offsite drainage outfalls between RDO and the Folsom South Canal submitted in support of the SP.
3. Rio Del Oro North Offsite Channel Alternatives Analysis, April 2006 (RDONOCAA); additional drainage analysis to identify improvements that reduce existing flooding at Sunrise Boulevard in support of the SP.
4. Rio Del Oro Master Drainage Study Update, June 9, 2014 (RDODMSU); identifies changes in drainage requirements since the 2005 and how they will be addressed in support of the current Specific Plan Amendment.

BACKGROUND

The RDODMP (reference 1) identifies that the existing outfalls downstream of the RDO project that cross the Folsom South Canal (FSC, 3 over-chutes and 1 siphon) are not large enough to handle the existing predevelopment 100-year flows. The RDO proposed drainage system will construct drainage facilities onsite that will attenuate and detain storm water flows to below predevelopment levels including miles of drainage parkways that vary in width from 65 to 375 feet, three detention basins and two drainage pump stations. The proposed drainage facilities reduce post project flows offsite below existing conditions therefore the RDO project does not adversely impact the pre-existing Sunrise Boulevard flooding.

The DAA (reference 2) analysis included a HEC-1 model of the North Channel between RDO and the FSC. Sunrise Boulevard floods at the North Channel under both existing and proposed conditions. The proposed condition post RDO developing results in a decrease in flooding at Sunrise Boulevard due to the detention provided onsite of RDO which reduces downstream flows below existing conditions.

The RDONOCAA (reference 3) provided further refinements to the modeling prepared in DAA for the North Channel at Sunrise Boulevard and analyzed proposed improvements to the North Channel that would reduce flooding at Sunrise Boulevard. The analysis showed that the maximum depth of flooding at Sunrise Boulevard under the existing condition is approximately four (4) feet and that post development of the RDO project the flow reductions due to the onsite RDO drainage facilities resulted in the reduction in the maximum depth of flooding at Sunrise Boulevard. The proposed improvements analyzed and resulting reduction in maximum flood depth at Sunrise Boulevard were identified as follows:

1. RDO Post Development Flow Reduction + Replace existing culverts at Sunrise with 2 ea. 10'x 4' box culvert-reduces flood depth approximately 2 feet.
2. RDO Post Development Flow Reduction + Culvert replacement (item 1 above) + increase storage of existing detention basin at FSC + low flow pump-reduces flood depth approximately 3 feet.

WR has recently completed preliminary modeling of the North Channel utilizing TUFLOW modeling software which incorporates updated topographic information, revised drainage shed delineation and updated on site drainage facilities. The preliminary results are favorable and indicate the post development flows from RDO may reduce the existing flooding at Sunrise Boulevard by one+ (1+) feet.

ATTACHMENT 2

Exhibit A to the Ordinance

MEETING WITH CITY OF RANCHO CORDOVA & RDO PROJECT TEAM

On March 1, 2016 the City of Rancho Cordova (Elizabeth Sparkman, Allen Quynn), city consultant (Mark Kubik-West Yost) and RDO project team (Price Walker- Elliott Homes, Michael LaFortune-Easton and Tim Crush-Wood Rodgers) met to discuss the RDO COA and DA requirements regarding reducing existing flooding at Sunrise Boulevard. The COA/DA currently requires the following:

- The Project shall be required to participate in drainage improvements along Sunrise Blvd. This will be determined through continuing consultation with Department of Public Works. If the Project designs the onsite drainage system to decrease the overall peak rate of runoff from the site that drains offsite to the north outfall at Sunrise Boulevard, the drainage facilities constructed onsite, may be considered the Project's fair share to the offsite drainage solution. Decreasing the existing flood depth at the Sunrise Boulevard drainage crossing by approximately one third would satisfy this condition. The design and construction of these improvements are to be concurrent with the improvements shown in the drainage study prepared by Wood Rodger dated 2006.

RDO onsite drainage facilities that will decrease the overall peak rate of runoff from the site that drains offsite to the north drainage outfall at Sunrise Boulevard include the following:

1. Onsite runoff reduction measures consistent with hydro-modification standards of the Sacramento Region Stormwater Quality Design Manual.
2. Drainage parkways, open space, landscape corridors and park areas that promote detention, retention and runoff reduction.
3. Detention basins that promote detention, retention and runoff reduction.
4. Drainage pump stations that limit peak discharge downstream offsite.

If the RDO project does not reduce the existing flooding at Sunrise Blvd by one third (1/3), then participation in drainage improvements along Sunrise Blvd can be satisfied by a fair share financial contribution to offsite improvements to be constructed by the City of Rancho Cordova that reduce the existing flooding at Sunrise Blvd by one third (1/3). Improvements that reduce the existing flooding at Sunrise Blvd could include the following:

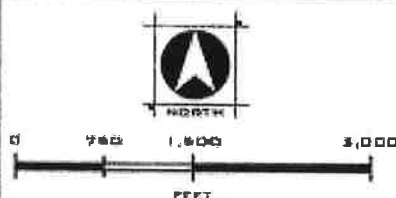
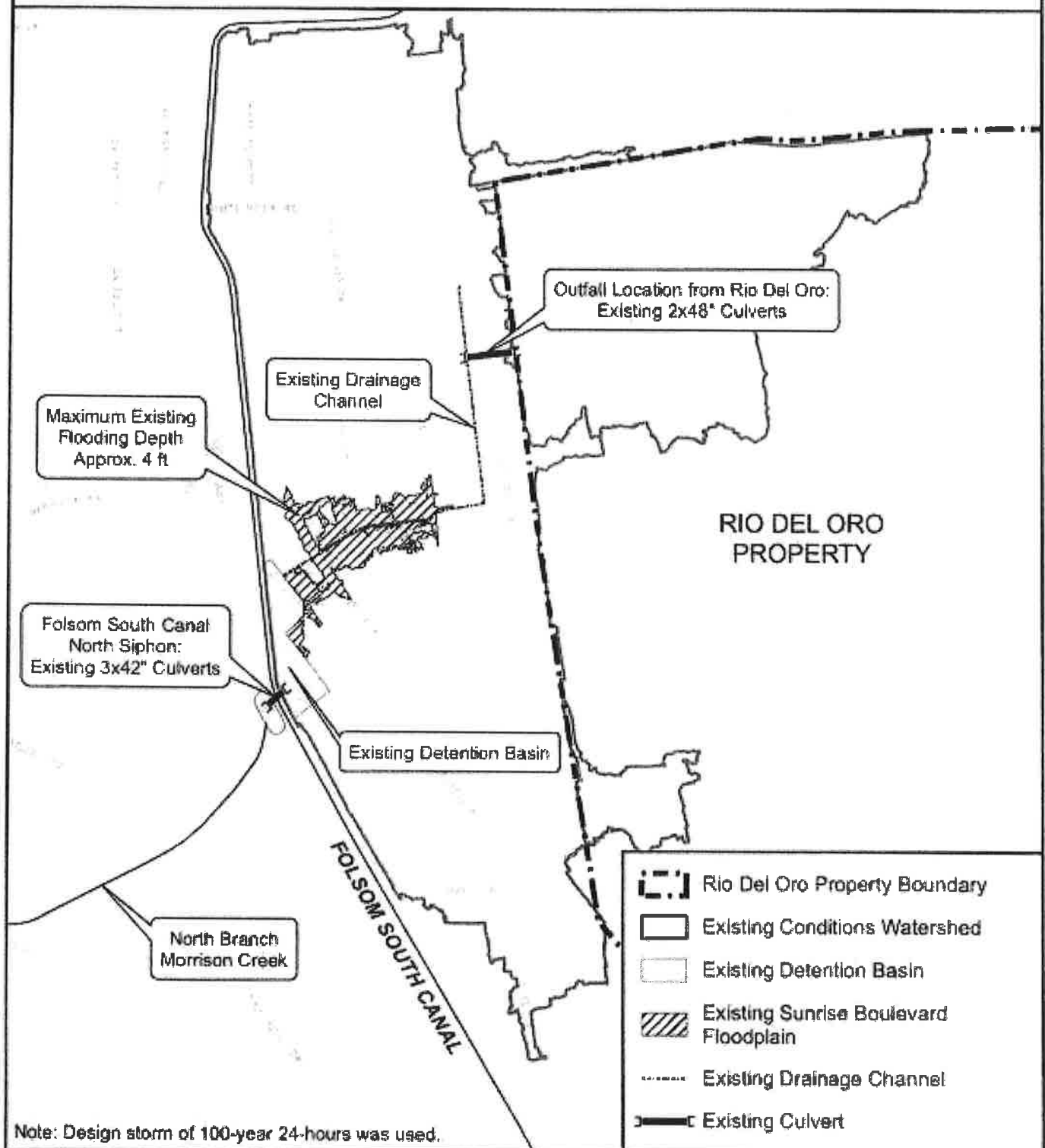
1. Replacing or adding additional culverts at Sunrise Blvd.
2. Increase storage at the existing detention basin at FSC.
3. Realign, widen or modify existing drainage channels or drainage facilities.
4. A drainage pump station at the existing detention basin at FSC.
5. Raise or modify Sunrise Blvd.

SUMMARY & RECOMMENDATIONS

The development of the RDO project consistent with the existing drainage study reduces offsite storm drainage flows resulting in a reduction of the existing flooding at Sunrise Boulevard. The RDO project will continue to analyze the RDO project's offsite storm drainage discharge during final design in consultation with the Department of Public Works with the goal of reducing existing flooding at Sunrise Boulevard by one third (1/3). Should the final design of the RDO project not achieve a one third (1/3) reduction of the existing flooding at Sunrise Boulevard then a fair share contribution to a City project that reduces the existing flooding at Sunrise Blvd by one third (1/3) will satisfy the COA/DA conditions.

ATTACHMENT 2 Exhibit A to the Ordinance

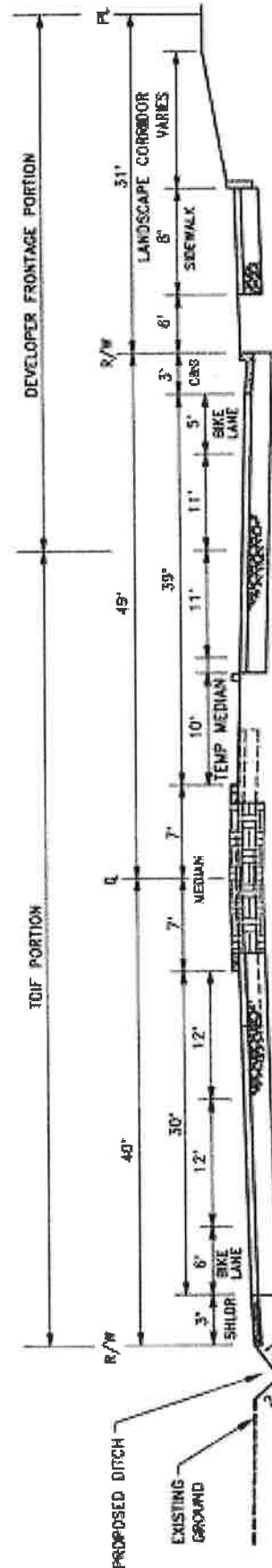
EXHIBIT G: SUNRISE FLOODING-EXISTING CONDITION



WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3281 G Street, Bldg. 100-B Tel: 916.341.7760
 Sacramento, CA 95816 Fax: 916.341.7767

ATTACHMENT 2 Exhibit A to the Ordinance

EXHIBIT H: MAP OF PORTION OF WHITE ROCK ROAD



WHITE ROCK ROAD - RIO DEL ORO BOUNDARY TO RANCHO CORDOVA PARKWAY

NOT TO SCALE

2-LANE PLUS MEDIAN



= PORTION OF WHITE ROCK ROAD PROJECT 2



WOOD RODGERS
ENGINEERING
1000 S. GATEWAY BLVD.
SUITE 100
SAN ANTONIO, TX 78216
TEL: 214.591.1700
FAX: 214.591.1701

ATTACHMENT 2
Exhibit A to the Ordinance

EXHIBIT I

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
 Government Code Section 6103

**RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:**

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

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT
 RELATIVE TO _____**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 2016, by and between _____, a _____ (hereinafter "Elliott"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On September 21, 2010, the City of Rancho Cordova and Elliott entered into that certain agreement entitled "Tier 1 Development Agreement By and Between the City of Rancho Cordova and Relative to the Development Known as Rio Del Oro" (hereinafter the "Development Agreement"). On _____ October 19, 2016, the City of Rancho Cordova and Elliott entered into that certain agreement entitled "Amended and Restated Development Agreement By and Between the City of Rancho Cordova and Elliott Relative to the Development Known as Rio Del Oro" (hereinafter the "Amended and Restated Development Agreement"; collectively the two agreements shall be referred to as the "Development Agreements"). Pursuant to the Development Agreements, Elliott agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain

ATTACHMENT 2
Exhibit A to the Ordinance

conditions and obligations as set forth in the Development Agreements. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2010, as Instrument No. 2010-_____. The Amended and Restated Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2016, as Instrument No. 2016-_____.

Elliott intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

Elliott desires to assign and Assignee desires to assume all of Elliott's right, title, interest, burdens and obligations under the Development Agreements with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Elliott and Assignee hereby agree as follows:

Elliott hereby assigns, effective as of Elliott's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Elliott under the Development Agreements with respect to the Assigned Parcel. Elliott retains all the rights, title, interest, burdens and obligations under the Development Agreements with respect to all other property within the Subject Property owned by Elliott.

Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Elliott under the Development Agreements with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Elliott under the Development Agreements with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Elliott as the "Elliott" under the Development Agreements with respect to the Assigned Parcel and Elliott shall be released of and from any obligations or liabilities under the Development Agreements with respect to the Assigned Parcel.

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

ATTACHMENT 2
Exhibit A to the Ordinance

The Notice Address described in Section 27 of the Amended and Restated Development Agreement for the Assignee with respect to the Assigned Parcel shall be:

Attn: _____

[Signatures follow on next page]

ATTACHMENT 2
Exhibit A to the Ordinance

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

ELLIOTT:

ASSIGNEE:

a

a

By:

By:

Print
Name: _____
Title: _____

Print
Name: _____
Title: _____

ATTACHMENT 3
Exhibit B to the Ordinance

LANDOWNER OFFICIAL BUSINESS
 Document entitled to free recording
 Government Code Section 6103

RECORDING REQUESTED BY
 AND WHEN RECORDED MAIL TO:

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

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

FIRST AMENDMENT OF
AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND ALTA VISTA, LLC
RELATIVE TO THE RIO DEL ORO PROJECT

ATTACHMENT 3
Exhibit B to the Ordinance

**FIRST AMENDMENT OF AMENDED AND RESTATED
DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND ALTA VISTA, LLC
RELATIVE TO THE RIO DEL ORO PROJECT**

This First Amendment of the Amended and Restated Development Agreement ("First Amendment") is entered into as of this ____ day of _____, 2019, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("City"), and ALTA VISTA, LLC, an Arizona limited liability company ("Landowner" or "Alta Vista") pursuant to Sections 65864 through 65869.5 of the Government Code of California. City and Landowner are collectively referred to as the "Parties."

RECITALS

A. City and Alta Vista entered into an Amended and Restated Development Agreement (the "ARDA") which was approved by the City Council on _____ and recorded on _____, in the Official Records of Sacramento County in Book _____, Page _____. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed thereto in the ARDA.

B. City and Alta Vista entered into the ARDA relative to development within a 1,516-acre portion of the Rio Del Oro Specific Plan Area as such is more precisely defined in Exhibits "A-1" and "A-2" of the ARDA (the "Property").

C. This First Amendment affects and applies to only a certain 169.7-acre portion of the Property identified as "Phase 1" on that certain large lot map approved by the City Council on August 29, 2016 by Resolution 107-2016 and described in Exhibit "A-1" and Exhibit "A-2" attached hereto (the "First Amendment Property"). Landowner owns the entire First Amendment Property in fee title. This First Amendment shall run with the First Amendment Property. This First Amendment is authorized by Section 14.1 of the ARDA.

D. This First Amendment is intended to reduce certain City fees and eliminate certain other City development incentives in exchange for specific commitments from Landowner to commence improvements for and construction of production homes on the First Amendment Property. This First Amendment is only being approved for the First Amendment Property, not for the entire Property or the entire RDO Specific Plan, because the First Amendment Property is the first project that implements the Specific Plan and it faces a combination of unique opportunities for immediate development and barriers to development, including but not limited to establishment of the Open Space Preserve, environmental cleanup and remediation, and onerous infrastructure requirements. City recognizes such barriers as well as the potential for development of the First Amendment Property to catalyze desired planned growth within the Rio Del Oro Specific Plan Area and City. In exchange for Landowner's commitment to make diligent and commercially reasonable efforts and specific commitments to commence certain improvements earlier than would otherwise occur under current market conditions, City desires to provide certain development incentives to Landowner. City also desires to obligate Landowner to pay a Community Renovation Fee (as defined herein).

E. On _____, 2019, the City Council held a public hearing and introduced City Council Ordinance No. ____-2019 approving this First Amendment. City adopted City Council

ATTACHMENT 3

Exhibit B to the Ordinance

Ordinance ____ - 201__ on _____, 2019. On _____, by Ordinance No. _____-2019, the City Council found the adoption of this First Amendment exempt from CEQA under CEQA Guideline 15061(b)(3).

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Amendment of the ARDA. The following sections and exhibits of the ARDA for the First Amendment Property are hereby amended as follows:

1.1. Revised Section 3. The Definitions set forth in Section 3 are revised as follows:

1.1.1. The term "Citywide Park Fees" as set forth and defined in Section 3 is hereby deleted.

1.1.2. The term "Community Places Fee" shall be added to read as follows: "Community Places Fee" means the Community Places Fee totaling One Thousand Three Hundred Sixty-Six Dollars and Seventy-Eight Cents (\$1,366.78) per EDU as set forth in Section 6.1.

1.1.3. The term "Community Renovation Fee" shall be added to read as follows: "Community Renovation Fee" means the Community Renovation Fee totaling Seven Hundred Fifty Dollars and No Cents (\$750.00) as set forth in Section 6.6.

1.1.4. The term "Fee Incentives" shall be added to read as follows: "Fee Incentives" shall mean the reduced amount of certain nexus-based fees applicable to the First Amendment Property as set forth in Section 5.7.1.

1.1.5. The term "Incentive Period" as set forth and defined in Section 3 is hereby deleted.

1.1.6. The term "Interim Community Places Fee" as set forth and defined in Section 3 is hereby deleted.

1.1.7. The term "Interim Park Development Fee" as set forth and defined in Section 3 is hereby deleted.

1.1.8. The term "Park Development Fee" shall be added to read as follows: "Park Development Fee" means the Park Development Fee totaling Nine Thousand Seven Hundred Eighty-One Dollars and Thirty-Six Cents (\$9,781.36) per EDU as set forth in Section 6.1.

1.1.9. The term "White Rock Road Construction Project" shall be added to read as follows: "White Rock Road Construction Project" shall mean City's construction of the section of White Rock Road depicted on Exhibit B attached hereto between Fitzgerald Road and the White Rock Road/Rancho Cordova Parkway intersection pursuant to plans to be approved by City.

ATTACHMENT 3

Exhibit B to the Ordinance

1.1.10. The term "White Rock Road Contribution" as set forth and defined in Section 3 is hereby deleted.

1.2. **Revised Section 4.1.** Section 4.1 is revised in its entirety to read as follows:

4.1 Effective Date. The Effective Date of this First Amendment is _____, 201_ which is the effective date of City Ordinance No. _____, adopting this First Amendment.

1.3. **Revised Section 4.2.** Section 4.2 is revised in its entirety to read as follows:

4.2. Term. The term of this First Amendment commences on the Effective Date and extends for a period of fifteen (15) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of the ARDA. This First Amendment automatically terminates upon expiration of the applicable term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this First Amendment expires, Landowner shall thereafter retain the right to develop under the remaining term of the ARDA.

1.4. **Revised Section 5.7.1.** Section 5.7.1 is revised in its entirety to read as follows:

5.7.1 Fee Incentives. Notwithstanding anything to the contrary in Section 5, in order to incentivize development of the First Amendment Property earlier than would otherwise occur under current market conditions, City hereby agrees to reduce the amount of certain nexus-based fee program fees applicable to the First Amendment Property as set forth in this Section 5.7.1. Landowner shall pay the following fees in the following amounts): (i) the Transportation Development Impact Fee shall total Sixteen Thousand Nine Hundred and Nine Dollars and Sixty-Seven Cents (\$16,909.67) per EDU; (ii) the CFF Community Facilities Fee shall total Three Thousand Three Hundred Sixteen Dollars and Sixty-Two Cents (\$3,316.62) per EDU; and (iii) the CFF Library Fee shall total Five Hundred Eighty-Nine Dollars and Fifty-Five Cents (\$589.55) per EDU (together, the "Fee Incentives"). The timing of payment of such fees by Landowner shall be as set forth in the applicable fee program. The Fee Incentives will be adjusted on January 1, 2022 and annually thereafter no later than January 15 pursuant to the method described in the relevant fee program nexus study.

1.5. **Revised Section 6.1.** Section 6.1 is revised in its entirety to read as follows:

ATTACHMENT 3

Exhibit B to the Ordinance

6.1 Park Development and Community Places Dedication and Fee Obligations. Landowner's obligation to dedicate land for Parks and Community Places shall be satisfied by Landowner's dedication of the lands identified in Exhibit 7-1 of the Amended Specific Plan. City agrees and acknowledges that Landowner's dedication of the lands identified in Exhibit 7-1 of the Amended Specific Plan will satisfy Landowner's dedication requirements pursuant to Ordinance No. 9-2016. Landowner shall pay the Park Development Fee and Community Places Fee when each building permit for residential development is issued within the First Amendment Property. The Park Development Fee and the Community Places Fee will be adjusted on January 1, 2022 and annually thereafter no later than January 15 as follows:

- (a) A "mean" index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the October issue of the Engineering News Record magazine Construction Cost Index.
- (b) An adjustment factor shall be computed by dividing the "mean" index as calculated in subsection (a) of this section by the "mean" index for the previous October.
- (c) The adjusted Park Development Fee and Community Places Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section 6.1, by the Park Development Fee and the Community Places Fee, as applicable, in place prior to the annual adjustment."

1.6. New Section 6.6. Section 6.6 is added to read as follows:

"6.6 Community Renovation Fee. Landowner shall pay the Community Renovation Fee for each EDU, provided that the Community Renovation Fee shall not be paid for any unit constructed on any parcel dedicated to City for affordable housing. Said Community Renovation Fee shall be paid to City when each building permit for residential development is issued within the First Amendment Property. The Community Renovation Fee will be adjusted on January 1, 2022 and annually thereafter no later than January 15 using the same method as described in Section 6.1. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve, or maintain community facilities, parks, neighborhood greens, or other open space in City. This agreement to pay the Community Renovation Fee is made voluntarily by Landowner. It is in addition to and not creditable against any other fees and/or construction and dedication obligations as set forth herein.

1.7. Revised Section 9. Section 9 is revised in its entirety to read as follows:

ATTACHMENT 3
Exhibit B to the Ordinance

- “9. **Affordable Housing.** Landowner shall comply with all terms, conditions and requirements under the Affordable Housing Plan Agreement between City and Landowner attached hereto as **Exhibit C**, except as follows: (i) the “Affordable Housing In Lieu Fee” required to be paid for the Project pursuant to Section 2 thereof shall be reduced to Three Thousand Seven Hundred Dollars and No Cents (\$3,700.00) per MRU (as defined therein); and (ii) for purposes of Section 2.2 thereof, all references to the “Incentive Period” are null and void and said fee of Three Thousand Seven Hundred Dollars and No Cents (\$3,700.00) per MRU will be adjusted on January 1, 2022 and annually thereafter no later than January 15 as provided in Section 2.2. Any failure by Landowner to perform any term, condition, or requirement of the Affordable Housing Plan applicable to the First Amendment Property is a violation of this First Amendment, subject to default under Section 17. City acknowledges that Landowner’s compliance with all the terms, conditions, and requirements of the Affordable Housing Plan applicable to the First Amendment Property shall fully satisfy Landowner’s obligations to provide affordable housing or inclusionary housing or other such fee or Exaction related thereto associated with development of the First Amendment Property. In the event Landowner receives any credits pursuant to the Affordable Housing Plan as a result of exceeding its obligations thereunder, including but not limited to credits for exceeding dedication requirements, City hereby agrees to allow Landowner to apply any such credits to any of Landowner’s other affordable housing obligations on other projects within City.”

1.8. **Revised Section 13.1.** Section 13.1 is revised in its entirety to read as follows:

“13.1 **White Rock Road Improvements.** Landowner and City agree to complete improvements as summarized in this Section 13.1.

A. Landowner shall make diligent and commercially reasonable efforts as follows with respect to the First Amendment Property:

- i. Commence mass grading for that certain portion of the First Amendment Property identified as “Parcel 67” on that certain large lot map approved by the City Council on August 29, 2016 by Resolution 107-2016 by August 1, 2020.
- ii. Commence any below ground improvements in or under White Rock Road between Fitzgerald Road and the White Rock Road/Rancho Cordova Parkway intersection, including but not limited to, sewer, gas, electric, data, and telephone prior to the later of (i) June 1, 2020 or (ii) City’s approval of the

ATTACHMENT 3

Exhibit B to the Ordinance

construction contract for the White Rock Road Construction Project.

- iii. Provided City has commenced the White Rock Road Construction Project, commence in tract subdivision improvements for that certain portion of the First Amendment Property identified as "Parcel 67 Sub-Phase A" on that certain small lot map approved by the City Council on June 19, 2017 by Resolution 90-2017 by May 1, 2021.
- iv. Provided City has commenced the White Rock Road Construction Project, obtain the first model home construction permit from City by November 1, 2021.

B. Provided City has substantially completed the White Rock Road Construction Project, Landowner must complete all of the above-described improvements and commence construction of production homes on the First Amendment Property by November 1, 2023.

C. In order to incentivize development of the First Amendment Property earlier than would otherwise occur under current market conditions, City hereby agrees to fund, permit, design, construct, and/or otherwise facilitate certain improvements associated with White Rock Road as described in this Section 13.1. City shall make diligent and reasonable efforts to commence the improvements described in this Section 13.1 by November 1, 2020. City acknowledges that the improvements described in this Section 13.1 substantially comply with and satisfy large lot map condition of approval 47 and small lot map condition of approval 54. In the event of any conflict between this Section 13.1 and any of the other Entitlements, this Section 13.1 shall control.

i. Road/Signal Improvements

- a. City shall fund, permit, design, and construct the White Rock Road Construction Project, including but not limited to all surface improvements, grading, aggregate base, asphalt concrete, signal interconnect, striping, median and landscaping improvements north of the southern back of curb. Landowner shall reimburse City for City's construction of the southern curb and gutter, and associated grading and aggregate base under the southern curb and gutter within the limits of the White Rock Road Construction Project as depicted in Exhibit B in the amount of one-hundred and

ATTACHMENT 3

Exhibit B to the Ordinance

ten percent (110%) of the reasonable hard construction costs of such improvements as determined by the construction contract within thirty (30) days of Landowner's receipt of an invoice from City.

- b. City shall fund, permit, design, and construct surface and interim signal improvements associated with the White Rock Road/Rancho Cordova Parkway Intersection.
- c. City shall fund, permit, design, and install conduit necessary for the future installation of a signal at the intersection of White Rock Road and Arenal Drive at the main entrance to the subdivision.
- d. If necessary, City shall coordinate with SMUD to relocate utility poles on the north side of White Rock Road within the limits of the White Rock Road Construction Project. In the event such relocation is necessary, City shall fund the same.

ii. Waterline Improvements

- a. City shall permit, design, and construct all improvements associated with the three (3) fire hydrants located between Luyung Drive and Rancho Cordova Parkway. Landowner shall reimburse City for City's construction of such improvements in the amount of one-hundred and ten percent (110%) of the reasonable hard construction costs of such improvements, plus any permitting, connection, or other fees paid to the water company within thirty (30) days of Landowner's receipt of an invoice from City.

iii. Drainage Improvements

- a. City shall permit, design, and construct (i) the storm drain line within White Rock Road, (ii) the drainage outfall flowing to the south within the White Rock Road right-of-way, (iii) the drainage inlets and laterals on the south side of White Rock Road, and (iv) associated improvements within the White Rock Road Construction Project. City shall fund the

ATTACHMENT 3

Exhibit B to the Ordinance

reasonable hard construction costs of such improvements using funding available for the same from City's road fee program and the County's Zone 11-A drainage fee program. In the event the reasonable hard construction costs of such improvements exceed the funding available for the same from City's road fee program and the County's Zone 11-A drainage fee program combined, Landowner shall reimburse City in the amount of one-hundred and ten percent (110%) of such excess reasonable hard construction costs per the construction contract within thirty (30) days of Landowner's receipt of an invoice from City.

- b. City shall fund, permit, design and build drainage improvements to the north side of White Rock Road as necessary within the limits of the City's White Rock Road Construction Project.

1.9. Revised Exhibits. Exhibit "E" to the ARDA is deleted. Exhibit "H" to the ARDA shall be replaced in its entirety with Exhibit B ("White Rock Road Section at RDO") attached to this First Amendment.

2. Consistency with General Plan. The City Council has found and determined that this First Amendment is consistent with the General Plan and the Rio Del Oro Specific Plan.

3. Amendment Limited to First Amendment Property. This First Amendment is limited to and applies only to development of the First Amendment Property and does not affect or apply in any manner with respect to the development of any other property within the Rio Del Oro Specific Plan Area, including without limitation, any other portion of the Property.

4. Amendment. This First Amendment amends, but does not replace or supersede, the ARDA, except as specified herein. As amended hereby with respect to the First Amendment Property, the ARDA remains in full force and effect.

5. Incorporation of Recitals. The Preamble, Recitals, and all exhibits attached hereto are incorporated into this First Amendment as if set forth herein in full.

6. Effective Date and Term of First Amendment. The Effective Date of this First Amendment is _____, 201_ which is the effective date of City Ordinance No. _____, adopting this First Amendment.

7. City Manager Authorization. City, a municipal corporation, has authorized this First Amendment to be executed in two duplicate originals, each of which is deemed to be an original, by its City Manager and attested to by its City Clerk under the authority of Ordinance No.

ATTACHMENT 3
Exhibit B to the Ordinance

_____ adopted by the City Council on the _____ day of _____, 201_, and has caused this First Amendment to be executed.

(Signatures appear on next page.)

ATTACHMENT 3
Exhibit B to the Ordinance

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: City Manager
Date: _____

“LANDOWNER”

ALTA VISTA, LLC
an Arizona limited liability company

By: _____
Name: Harry C. Elliott III
Its: President
Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

ATTACHMENT 3
Exhibit B to the Ordinance

EXHIBIT LIST

- Exhibit A-1: Legal Description of First Amendment Property
- Exhibit A-2: Map of First Amendment Property
- Exhibit B: White Rock Road Cross Section
- Exhibit C: Affordable Housing Plan

ATTACHMENT 3
Exhibit B to the Ordinance

EXHIBIT "A-1"

**LEGAL DESCRIPTION
FIRST AMENDMENT PROPERTY**

A portion of Lot 'A' of that certain Lot Line Adjustment Resolution No. 97-BLS-0637 recorded in Book 971119, Page 807, Official Records of Sacramento County, also being a portion of Parcel 15 as shown on the Revised Parcel Map, filed in Book 55 of Parcel Maps, at Page 29, in said County, located in the City of Rancho Cordova, County of Sacramento, State of California, described as follows:

BEGINNING at a point being the northwest corner of said Lot 'A'; thence from said **POINT OF BEGINNING**, along the north line of said Lot 'A', the following five (5) arcs, courses, and distances:

- 1) North 80°31'07" East, a distance of 2579.34 feet;
- 2) from a radial line which bears North 09°27'47" West, along a non-tangent curve concave to the south, having a radius of 1500.00 feet, easterly 314.43 feet along said curve through a central angle of 12°00'37";
- 3) South 87°27'10" East, a distance of 389.84 feet;
- 4) along a tangent curve concave to the north, having a radius of 3000.00 feet, easterly 435.69 feet along said curve through a central angle of 08°19'16";
- 5) North 84°13'34" East, a distance of 718.52 feet;

Thence leaving said north line, through said Lot 'A' the following five (5) courses and distances:

- 1) South 00°28'57" East, a distance of 317.24 feet;
- 2) South 52°47'18" West, a distance of 4390.95 feet;
- 3) South 03°12'51" East, a distance of 572.94 feet;
- 4) South 52°47'18" West, a distance of 177.92 feet;
- 5) South 82°56'01" West, a distance of 398.53 feet to the west line of said Lot 'A';

Thence along said west line, North 07°05'25" West, a distance of 3184.57 feet; thence continuing along said west line, North 08°15'52" West, a distance of 30.44 feet to the **POINT OF BEGINNING**.

Containing 173.871 Acres, more or less.

September 27, 2019

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

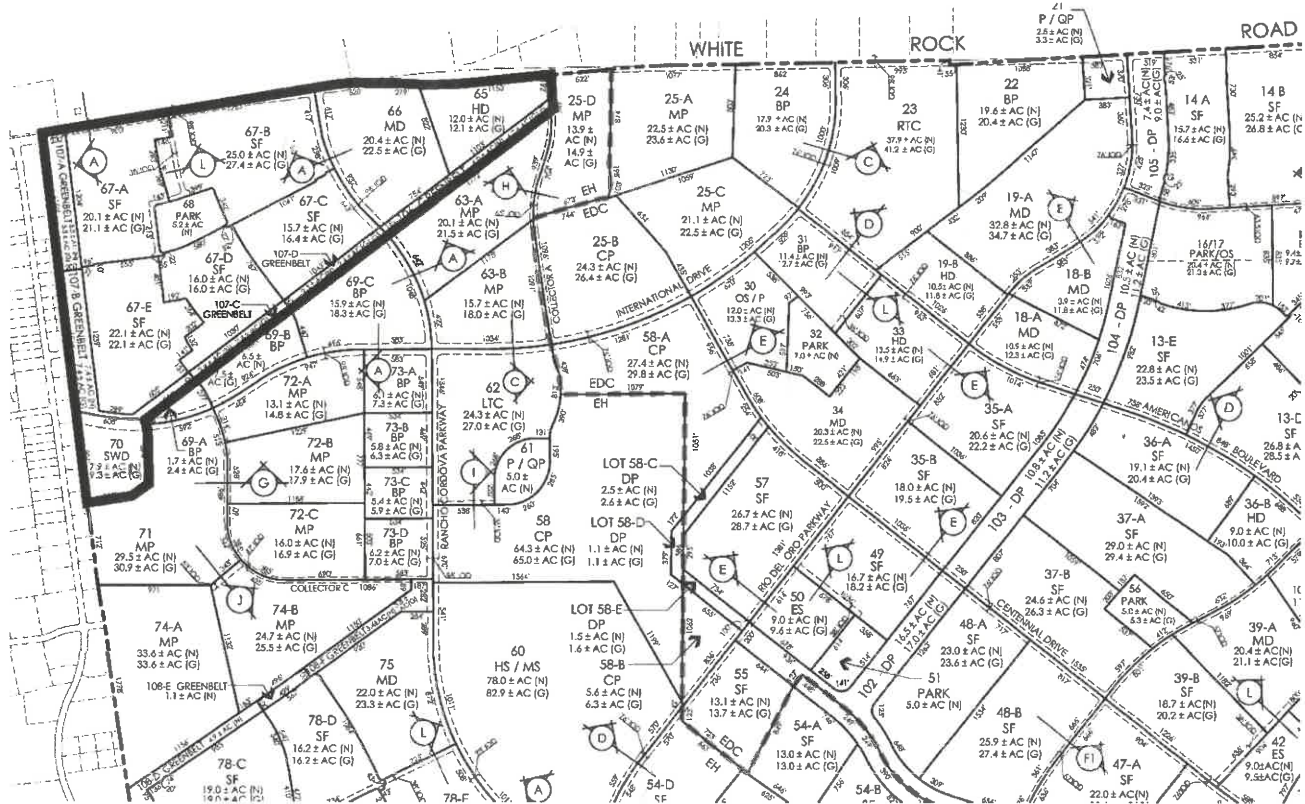


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EXHIBIT "A-2"

RIO DEL ORO

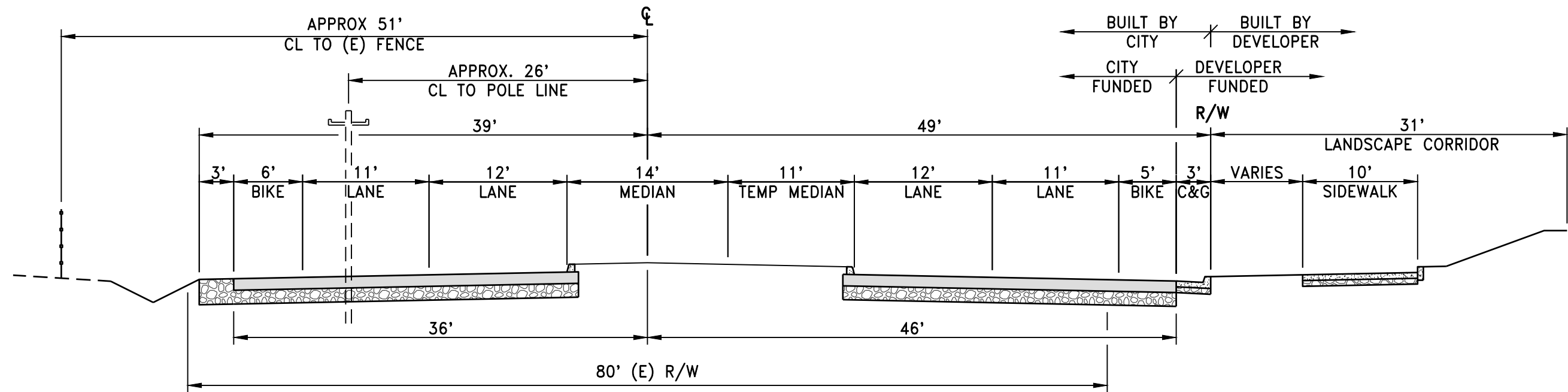
FIRST AMENDMENT PROPERTY



9/30/19

RIO DEL ORO
WHITE ROCK ROAD - PROPOSED SECTION AT RDO
ELLIOTT HOMES

RANCHO CORDOVA CALIFORNIA
SEPTEMBER 23, 2019



FOUR LANE ALTERNATIVE



WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

EXHIBIT C

OFFICIAL BUSINESS
 Document entitled to free recording
 Government Code Section 6103

RECORDING REQUESTED BY AND
 WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN AGREEMENT
 FOR THE RIO DEL ORO SPECIFIC PLAN
 BY AND BETWEEN
 THE CITY OF RANCHO CORDOVA, AND
 ALTA VISTA, LLC**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and ALTA VISTA, LLC, an Arizona limited liability company ("Landowner"), as of _____, 2019. City and Landowner are hereinafter sometimes collectively referred to as the Parties. This AHP shall be binding on Landowner and on any and all of Landowner's successors and assigns developing the real property described in Exhibit 1 and depicted in Exhibit 2 hereto and incorporated herein (the "Property") within the Rio Del Oro Specific Plan ("RDOSP").

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following policies related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, the City of Rancho Cordova Housing Element, adopted December 16, 2013 by City Council Resolution No. 119-2013 ("Housing Element") states that all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development; and

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WHEREAS, Policy H.1.5 of the Housing Element states that “[d]evelopers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project’s plan for providing affordable housing;” and

WHEREAS, Housing Element Action H.1.5.1 provides that the Affordable Housing Plan “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement,” and “[i]n order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...;” and

WHEREAS, on September 20, 2012, the Sacramento Area Council of Governments’ (“SACOG”) Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan (“RHNP”). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation (“RHNA”). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, local governments are required to update their housing elements to plan to accommodate their entire RHNA share by income category; and

WHEREAS, the City has received an allocation from SACOG of the projected share of the Region’s total growth within the City, including both a projected allocation of total housing units and a distribution of this projected growth by family income categories; and

WHEREAS, the City intends to meet Housing Element Policies H.1.5, H.1.5.1 and the requirements of state law by demonstrating that it is providing sufficient zoning capacity to accommodate a portion of the RHNA for housing available to a variety of income categories within the RDOSP area (“RDOSP Area”); and

WHEREAS, based on the foregoing requirements, this AHP is comprised of two major components: the Property’s fair share of the RHNA allocation and affordable housing performance; and

WHEREAS, the City Council supports and has determined that an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU in the RDOSP Area will, when combined with the City’s non-residential linkage fees as set forth in Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89, state and federal tax credits, and other state, federal and local grant and loan program funds, result in sufficient funds for City, or another third party, to develop within the City approximately six percent (6%) of new residential development as affordable rental units and one percent (1%) as affordable for-sale units; and

WHEREAS, in preparing this AHP, the City and Landowner considered economic, environmental, and fiscal factors and community goals set forth in the general plan; and

WHEREAS, Landowner has agreed to meet the affordable housing obligations as identified in this AHP. This AHP fully satisfies Landowner’s obligations pursuant to Housing Element Policy H.1.5 and all action items related thereto; and

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WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the RDOSP Area. Any violation by Landowner of the terms of this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with enforcement action as further set forth in this Agreement.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to the following AHP:

DEFINITIONS

All capitalized terms used in this Agreement shall have the meaning set forth in this Section. Any capitalized terms not defined herein shall have the meaning set forth in the Amended and Restated Development ("ARDA") by and between Alta Vista, LLC and the City, adopted by the City by Ordinance No. _____, on _____, 2019;

"AHP" shall mean the Affordable Housing Plan Agreement, approved by Resolution No. 107-2016, on September 19, 2016, and reapproved and amended by and between the City and Landowner by Ordinance No. ____-2019;

"Affordable Housing In Lieu Fee" is the fee payable pursuant to this AHP, in the amount of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU, and as may be adjusted as allowed by Section 2.2 of this AHP.

"Affordable Units" shall mean those units (whether single family or multi-family, and regardless of density) designated by the City to be affordable under the provisions of Section 4 of this AHP (and which are subject to a regulatory agreement as specified in that Section), with income levels calculated pursuant to regulations issued by the California Department of Housing and Community Development ("HCD") (with specific application to Sacramento County), and as may be adjusted from time to time by HCD based upon size of household, regional cost of living and other relevant factors. Subject to the regulations issued by HCD, City may designate Affordable Units as those units available to families with incomes ranging from zero to 120% of median family income.

"ARDA" shall mean the Amended and Restated Development Agreement ("ARDA") by and between Alta Vista, LLC and the City, adopted by the City by Ordinance No. _____, on _____, 2019.

"HCD" shall mean the State of California, Department of Housing and Community Development (or any successor thereto).

"HD" shall refer to the acreage designated in the RDOSP for development at or above an average density of 26 units per acre.

"Housing Element" shall mean the Housing Element in effect as of the effective date of this AHP, which was adopted on December 16, 2013 by City Council Resolution No. 119-2013.

"Market Rate Units" ("MRU") shall mean those units approved for residential development (whether single family or multi-family, and regardless of density) within the RDOSP Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

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“Property” shall mean the 1,516-acre portion of the RDOSP Area owned by Landowner, located in the City of Rancho Cordova, County of Sacramento, and more particularly described in Exhibit 1 and depicted in Exhibit 2.

“RDOSP” shall mean the Rio del Oro Specific Plan, and all amendments thereto, whether approved before or after the date of this AHP.

“RDOSP Area” shall mean the entire property included within the Amended Rio del Oro Specific Plan, approved by the City on September 19, 2016, by Ordinance No. 9-2016.

“RHNA” shall mean the Regional Housing Needs Allocation adopted by the Sacramento Area Council of Governments on September 20, 2012 to cover the time period 2013-21.

“RHNA Acreage” shall mean those sites identified on Exhibit 3 to this AHP, which are designated in the RDOSP for high-density development at no less than 26 units per acre.

“RHNP” shall mean the Regional Housing Needs Plan as established by SACOG on September 20, 2012 for the period 2013-21.

“SACOG” shall mean the Sacramento Area Council of Governments.

AGREEMENT

1. Property Subject to this Affordable Housing Plan. Landowner owns fee title to the Property. This AHP shall apply to, and be recorded on, the Property. The remaining portion of the RDOSP Area shall also be subject to a separate AHP, entered into between the City and the owner of fee title to that other portion of the RDOSP Area. Landowner understands, and City represents, that City intends to impose similar terms and conditions related to affordable housing on all portions of the RDOSP Area.

2. Payment of Affordable Housing In Lieu Fee. All MRU (both single family and multi-family) shall pay an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU. The Affordable Housing In Lieu Fee shall be due and payable at the time a building permit is issued for the unit or multi-family structure.

2.1. Exemptions. No Affordable Housing In Lieu Fee shall be required to be paid by any Affordable Units developed on the Property or by any development or structure subject to a non-residential building permit. Any development or structure subject to a non-residential building permit shall pay the housing trust development impact fee established pursuant to Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89.

2.2. Increases to Affordable Housing In Lieu Fee. The Affordable Housing In Lieu Fee shall not be subject to increase during the “Incentive Period,” as that phrase is defined in the ARDA between the Parties. After the expiration of the Incentive Period, the Affordable Housing In Lieu Fee required under this AHP shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR’s index of the City of San Francisco between October and October of each year.

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3. Regional Housing Needs Allocation for the RDOSP Area. Based on the RHNA, City has designated 98 acres within the RDOSP Area for high density development, and City has identified as “RHNA Acreage” the property identified on Exhibit 3 to this AHP. Landowner has no obligation to develop or cause the development of Affordable Units on the RHNA Acreage. However, unless otherwise approved by the City, any development of the that portion of the RHNA Acreage within the Property as, if, and when the same occurs, shall be consistent with RHNA requirements as identified by the Housing Element (in effect as of the date of this AHP), and shall be at a minimum density of 26 dwelling units per acre, subject to the following provisions:

3.1. No Net Loss. California Government Code section 65584 requires all development on RHNA qualifying acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to contribute to the required RHNA performance, development on the RHNA Acreage must be at or above a density of an average of 26 units per acre, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element, and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City’s share of the regional housing need pursuant to Government Code section 65863. The City will accept an average of 26 units per acre on RHNA Acreage being developed concurrently by the same owner.

3.2. Review of RHNA Acreage. The Parties acknowledge that SACOG will review, from time to time, the RHNA for the City. The SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining projected RHNA requirements for the RDOSP Area. However, no such future adjustment by SACOG in the allocation of RHNA units to the City shall result in an increase to the RHNA Acreage as described herein. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the RDOSP Area, upon receipt by City of a written request from Landowner for reconsideration of the allocation of RHNA Acreage, the City will consider whether RHNA Acreage is still needed to accommodate the City’s regional housing needs pursuant to Government Code section 65584.

4. Affordable Housing Performance Requirements. Landowner has no obligation to construct Affordable Units under this AHP, and is not required to reserve or dedicate any land for the construction of affordable housing. However, at the request of City, Landowner has identified locations and acreages of four (4) sites, which may be subdivided to create three-acre parcels in the future (the “Identified Sites”), as shown on Exhibit 4 attached hereto, that may be suitable for the construction of Affordable Units by third parties. Landowner will offer to City for compensation at fair market value (to be determined as set forth below) all or a portion of the Identified Sites as follows:

4.1 Identified Sites for Affordable Units.

4.1.1. Total Acreage. The Identified Sites within the Property will result in 12 acres of HD available for purchase by the City. The Identified Sites are depicted on Exhibit 4.

4.1.2. Timing and Manner of Acquisition. City shall have the option to purchase any three (3) acre parcel within an Identified Site(s) (the “Parcel”). Such option shall be exercised no earlier than the date of approval of the small lot tentative subdivision map which includes the Identified Site(s), and no later than sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site. City shall exercise such option by delivering to Landowner a written purchase and sale agreement (“PSA”), executed by City as the buyer,

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along with a written appraisal of the Parcel substantiating the purchase price as set forth in the PSA. Said appraisal shall include the value of any improvements constructed or to be constructed by Landowner, including but not limited to the value of rough grading and stubbing for natural gas, water, storm drain, sewer, conduit for electrical and fiber, etc.). Landowner shall have ninety (90) days from the date of receipt of the PSA to either accept the offer by executing the PSA as the seller, or to make a written counteroffer to City. In the event City does not exercise its option within sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site(s), City's option to purchase the Identified Site(s) within the final small lot subdivision map shall terminate.

If Landowner's counteroffer includes a purchase price different from that included in the PSA, Landowner shall include in its counteroffer a second written appraisal substantiating Landowner's proposed purchase price. Landowner and City shall meet and confer, in good faith, to resolve any differences between City's PSA and Landowner's counteroffer. If, within fifteen (15) days after presentation of Landowner's counteroffer to City, the Parties cannot agree on a purchase price and execute a final PSA, City and Landowner shall, within an additional fifteen (15) days, agree on and retain a third appraiser who shall decide the purchase price within thirty (30) days after such appraiser is engaged, with the costs of this determination to be shared equally by the Parties. The purchase price decided by the third appraiser shall not be less than the purchase price set forth in City's proposed PSA, and shall not be more than the purchase price set forth in Landowner's counteroffer.

Any other terms and/or conditions that Landowner's counteroffer modifies or adds from those set forth in City's proposed PSA shall be resolved in good faith between the Parties, it being acknowledged that the material terms of any final PSA are included in this AHP.

Once the purchase price has been resolved in the manner described above, the Parties shall execute the final PSA within fifteen (15) days after receipt of the third appraiser's determination of purchase price. Unless otherwise specified therein, close of escrow shall occur not more than sixty (60) days after full execution of the final PSA.

Landowner shall have the right at any time to present City with a written offer to sell a Parcel to City. City shall have no obligation to accept or reject such offer, or to make a counteroffer, prior to the date which is sixty (60) days after recordation of the final small lot subdivision map which includes the Parcel, provided that City agrees that it will nevertheless consider any such offer in good faith.

4.1.3 Compensation to Landowner. Landowner shall be paid the purchase price either (a) in cash or (b) through the application of credits to any Exactions owed on remaining undeveloped units within the subdivision. In the event Landowner is compensated through credits, City and Landowner will enter into an appropriate agreement memorializing the application of the credits prior to close of escrow.

4.1.4 Obligations of Landowner with Respect to Improvements for Identified Site(s). City acknowledges and agrees that, other than the agreement as to the location of the Identified Site(s), Landowner shall not be required to reserve or dedicate any of the Identified Site(s) to City and Landowner is not required to construct Affordable Units on the Identified Sites. City further acknowledges and agrees that Landowner has no obligation or requirement to construct frontage improvements to the Identified Site(s), including but not limited to curb, gutter, and sidewalk. If Landowner installs improvements of any kind, the value of the

ATTACHMENT 3

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improvements shall be included in the purchase price and either paid for or credited to Landowner as provided in Section 4.1.4.

4.1.5 Construction of Affordable Units on the Identified Site(s). City shall consult with Landowner on the selection of a third party who will construct Affordable Units on the identified Site(s). The design, landscaping, materials, and all other pertinent development standards contained in the Rio del Oro Specific Plan Development Standards and Design Guidelines (and any and all amendments thereto) shall apply to the construction of the Affordable Units.

4.2 Other Options for Meeting Obligations Under the AHP. The Parties acknowledge that as the Property develops and market conditions evolve, new solutions for meeting affordable housing obligations may arise and merit consideration. Pursuant to Section 5.2 below, the Parties may cooperate to amend this AHP to accommodate such additional options.

5. Term, Amendment and Termination.

5.1. Term. This term of this AHP shall extend and be equal to the term of the ARDA, but the requirements applicable to any MRU shall terminate after the payment of the Affordable Housing In Lieu Fee for that MRU, and shall terminate as to the entire Property when all Affordable Housing In Lieu Fees required by this Agreement for the Property have been paid and Landowner has fully complied with the requirements of Section 4.

5.2. Amendment by Mutual Consent. This AHP may be amended in writing from time to time by mutual consent of the City and Landowner.

5.3. Termination. This AHP may be canceled in whole or in part only by mutual consent of the City and Landowner or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

6. Breach. This AHP is implemented as a condition of approval for consistency with the City's Housing Element. Any material violation by Landowner of the requirements under this AHP shall be considered a violation of a condition of approval, and City may invoke remedies appropriate to violation of a condition of approval, including the withholding of building permits until such violation has been cured. The procedures regarding defaults and opportunity to cure set forth in the ARDA (Sections 17, and 17.1 through 17.1.4, inclusive) shall apply to any alleged violation of the terms of this AHP.

7. Severability. If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive Landowner of an essential benefit of this AHP, then Landowner will have the option to terminate this entire Agreement upon written notice to City. If City contends that it has been deprived of an essential benefit of this AHP, then City shall notify Landowner and the Parties will meet and confer to evaluate whether the remainder of the Agreement should be valid and enforceable.

8. Applicable Law. California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

9. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either party for breach of this AHP or to enforce any

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provisions herein related to the performance of the Parties as set forth in this AHP, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

10. Agreement Runs With The Land. Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

11. Indemnification. Landowner agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees arising out of or related to the obligations of this AHP. Landowner has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives.

12. Cooperation In the Event of Legal Challenge to this AHP. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

12.1. The City and Landowner agree to cooperate in defending against the action or proceeding.

12.2. Landowner is solely responsible for its own costs and any costs incurred by the City for such defense.

12.3. Neither Landowner nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

13. Third Party Beneficiaries. This AHP is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this AHP.

14. Notices. All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

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CITY OF RANCHO CORDOVA
Community Development Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax: (916) 851-8712

E-mail: esparkman@cityofranchocordova.org

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

ALTA VISTA, LLC
Attn: Harry C. Elliott III, President
340 Palladio Parkway, Suite 521
Folsom, CA 95630
Fax : (916) 984-1322
E-mail: HCEIII@ElliottHomes.com

Either party may change the address stated herein by giving notice in writing to the other party and, thereafter, notices shall be addressed and transmitted to the new address.

15. Assignment and Release. From and after recordation of this AHP against the Property, Landowner shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that: (1) Landowner will pay City any and all fees or amounts due to City, as set forth in Section 2 of this AHP, and (2) upon the receipt by the City Community Development Director of the express written assignment by Landowner and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Community Development Director upon the request of Landowner) and the City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

16. Form Of Agreement; Recordation; Exhibits. City will record this AHP, and any subsequent amendment to this AHP, against the Property with the County Recorder within thirty (30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of 12 pages and 4 exhibits, which constitute the entire understanding and agreement of the Parties with respect to the AHP and obligations related thereto.

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17. **Recitals.** The Recitals set forth above are an integral part of this Agreement and shall have the same contractual and legal significance as any other language in this Agreement.

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IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. ____-2019, adopted by the Council of the City on this __ day of _____ 2019, and Landowner has caused this AHP to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
 Name: Cyrus Abhar
 Its: City Manager

Date: _____, 2019

“LANDOWNER”

ALTA VISTA, LLC,
an Arizona limited liability company

By: _____
 Name: Harry C. Elliott, III
 Title: President

Date: _____, 2019

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 Adam U. Lindgren
 City Attorney

Date: _____, 2019

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EXHIBIT LIST

- | | |
|------------|--|
| Exhibit 1: | Landowner's Property – Legal Description |
| Exhibit 2: | Landowner's Property – Map |
| Exhibit 3: | RHNA Acreage |
| Exhibit 4: | Identified Sites |

2698810.3

ATTACHMENT 3
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EXHIBIT 1
LANDOWNER'S PROPERTY - LEGAL DESCRIPTION

Parcel 2:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Tank Site No. 804:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 2759.57 feet, (2) North 89°06'40" West 1070.18 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 18°45'03" West 276.75 feet; thence North 71°14'57" West 146.50 feet; thence North 18°45'03" East 276.75 feet; thence South 71°14'57" East 146.50 feet to the point of beginning.

Also being described in Parcel C of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 page 1046, Official Records.

APN: 072-0370-046

Together with the right of ingress and egress upon, over and across an existing road 20 feet in width, the centerline of which is described as follows:

Beginning at a point located South 18°45'03" West 10.53 feet from the Northeast corner of the before described parcel of land; thence from said point of beginning South 89°25'42" East 51.48 feet; thence South 00°34'18" West 2749.88 feet to a point located on the Southerly boundary line of said Parcel 15.

Parcel 3:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Beta Area Well Site "A"- 805:

Beginning at a point located within said Parcel 15 from which the Southwest corner of said Parcel 15 bears the following three (3) courses and distances: (1) South 00°53' 20" West 2611.85 feet, (2) North 89°06'40" West 1119.19 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 70.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 70.00 feet to the point of beginning.

Also being described in Parcel D of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 Page 1046, Official Records.

APN: 072-0370-047

Together with the right of ingress and egress upon, over and across an existing road 20 feet in width, the centerline of which is described as follows:

ATTACHMENT 3

Exhibit B to the Ordinance

Beginning at the Southeast corner of the before described parcel of land; thence from said point of beginning South 00°34'18" West 2531.88 feet to a point located on the Southerly boundary line of Parcel 15.

Parcel 4:

All that portion of Parcel 15, as shown on that certain Parcel Map filed March 4, 1980 in Book 55 of Parcel Maps, Page 29, Sacramento County Records, more particularly described as follows:

Beta Area Well Site "B"- 806:

Beginning at a point located within said Parcel 15 from which the Southwest corner of Parcel 15 bears the following three (3) courses and distances: (1) South 00°53'20" West 1156.48 feet, (2) North 89°06'40" West 1127.25 feet, and (3) North 89°10'03" West 990.37 feet; thence from said point of beginning South 00°34'18" West 80.00 feet; thence North 89°25'42" West 78.00 feet; thence North 00°34'18" East 80.00 feet; thence South 89°25'42" East 78.00 feet to the point of beginning.

Also being described in Parcel E of that certain Lot Line Adjustment, Resolution No. 90-BLR-1632 recorded February 15, 1991 in Book 910215 Page 1046, Official Records.

APN: 072-0370-048

Parcel 5:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio Del Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet; (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet; thence North 00°53'20" East 4230.53 feet; thence North 90°00'00" West 1078.83 feet; thence North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc

ATTACHMENT 3

Exhibit B to the Ordinance

having a radius of 1500.00 feet, said arc being subtended by a chord bearing South 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

Excepting therefrom as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced and saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; and excepting all water and rights, including, but not limited to all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio corporation in deed recorded November 18, 1997, in Book 971118, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

Said land is also described in Lot 'A' of that certain Lot Line Adjustment Resolution No. 97 -BLS-0637 recorded November 18, 1997 in Book 971118 Page 807, Official Records.

APN: 072-0370-071

Parcel Six:

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Beginning at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Beginning, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, South 89°56'25" West, a distance of 367.46 feet along said common line; Thence, North 89°55'25" West, a distance of 402.97 feet along said common line; Thence, North 00°00'55" West, a distance of 722.15 feet along said common line; Thence, North 00°03'11" East, a distance of 608.94 feet along said common line; Thence, North 88°01'22" West, a distance of 39.63 feet along said common line; Thence, North 00°19'49" East, a distance of 225.19 feet along said common line; Thence, North 71°43'32" West, a distance of 459.31 feet along said common line; Thence, North 18°01'48" East, a distance of 299.22 feet along said common line; Thence, North 18°12'33" East, a distance of 581.68 feet along said common line; Thence, North 18°21'10" East, a distance of 260.18 feet along said common line; Thence, North 86°58'23" East, a distance of 30.58 feet along said common line; Thence, North 86°04'54" East, a distance of 79.74 feet along said common line; Thence, North 86°52'08" East, a distance of 104.15 feet along said common line; Thence, South 71°53'21" East, a distance of 494.50 feet along said common line; Thence, North 00°22'20" East, a distance of 1401.37 feet along said common line; Thence, South 51°45'32" East, a distance of 723.29 feet; Thence, North 27°42'33" East, a distance of 850.47 feet; Thence, North 38°10'20" East, a distance of 125.00 feet; Thence, South 51°49'40" East, a distance of 453.85 feet;

ATTACHMENT 3

Exhibit B to the Ordinance

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of 25°22'37" and a radius of 1125.00 feet;
 Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of 46°07'00" and a radius of 975.00 feet;
 Thence, South 72°34'03" East, a distance of 651.82 feet;
 Thence, South 17°25'57" West, a distance of 25.00 feet;
 Thence, South 72°34'03" East, a distance of 856.47 feet;
 Thence, South 17°25'57" West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South 42°47'17" West;
 Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of 19°03'35" and a radius of 2000.00 feet;
 Thence, South 28°09'08" East, a distance of 236.87 feet;
 Thence, North 79°02'16" West, a distance of 274.71 feet;
 Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of 108°28'52" and a radius of 560.00 feet;
 Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;
 Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;
 Thence, South 89°31'57" West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°24'23" West;
 Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;
 Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;
 Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;
 Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;
 Thence, South 00°17'18" East, a distance of 423.57 feet to the south line of said Parcel15;
 Thence, North 89°37'40" West, a distance of 418.60 feet along said south line to the Point of Beginning.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 1075.90 feet along the common line between said properties;
 Thence, South 89°37'45" East, a distance of 120.05 feet to the Point of Beginning;
 Thence, from the Point of Beginning, North 00°02'10" West, a distance of 79.89 feet;
 Thence, South 89°58'18" East, a distance of 78.00 feet;
 Thence, South 00°00'36" West, a distance of 79.95 feet;
 Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

ATTACHMENT 3

Exhibit B to the Ordinance

Exception B

All that property described as "Tank Site No. 804" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning; Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet; Thence, South 71°48'29" East, a distance of 146.44 feet; Thence, South 18°10'43" West, a distance of 276.46 feet; Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Exception C

All that property described as "Beta Area Well Site 'A'-805" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97 -BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County; Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties; Thence, North 26°40'21" East, a distance of 268.14 feet to the Point of Beginning; Thence, from the Point of Beginning, North 00°02'08" East, a distance of 79.98 feet; Thence, North 89°57'06" East, a distance of 70.00 feet; Thence, South 00°00'09" East, a distance of 80.01 feet; Thence, South 89°58'15" West, a distance of 70.05 feet to the Point of Beginning.

APN: 072-0370-102

END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

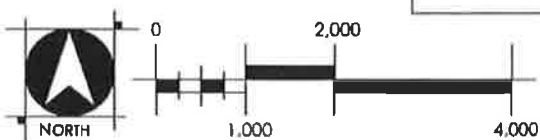


8/23/14

Page 5 of 5

A map of the Elliott Homes area. The area is shaded with diagonal lines and labeled "ELLIOTT HOMES". The area is bounded by White Rock Road to the north, Sunrise Boulevard to the southwest, and Douglas Road to the south. The map shows the irregular shape of the development and the surrounding road network.

--- RIO DEL ORO PROJECT BOUNDARY
 ELLIOTT HOMES PROPERTY



WOOD ROGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C St., Bldg. 100-B
Sacramento, CA 95815

Tel 916.341.7760
Fax 916.341.7767

SHEET 1 OF 2

Map of the White Rock Road area showing the proposed alignment of the White Rock Road extension. The map includes labels for White Rock Road, Sunrise Boulevard, and Douglas Road. Several orange-shaded areas indicate the proposed alignment of the road extension.

--- RIO DEL ORO PROJECT BOUNDARY
 RHNA ACREAGE

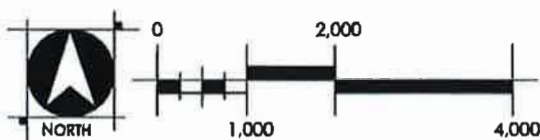


WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3801 G ST. Bldg. 100-S
Sacramento, CA 95816

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Fax 916.341.7767

RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

6601 G St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SHEET 1 OF 2

MEMORANDUM

DATE: October 21, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: STAFF PRESENTATION OF PROPOSED UPDATED FIVE-YEAR PAVEMENT REHABILITATION PLAN



RECOMMENDATION

Receive staff presentation summarizing the proposed updated Five-Year Pavement Rehabilitation Plan and provide direction.

RESULT OF RECOMMENDED ACTION

Based on the feedback and input provided by City Council, staff will incorporate Council feedback into the Five-Year Pavement Rehabilitation Plan.

BACKGROUND

On August 19, 2019 staff provided a proposed Five-Year Pavement Rehabilitation Plan for Council consideration. At the time of that meeting, Council directed staff to evaluate opportunities to rehabilitate Mather Field Road and Aramon Drive earlier than the originally proposed 2021 construction season. Based on direction received from Council, staff has updated the plan and proposes that roadway rehabilitation for the next five years be prioritized as follows:

- 2020 Sunrise between Folsom Boulevard and White Rock Road
- 2020 Mather Field between Folsom Boulevard and International
- 2020-2022 Cordova Vineyards Neighborhood
- 2023-2024 Mills Ranch Neighborhood

Pavement rehabilitation performed by the City results in safer, smoother roads. The work also adds to the aesthetic appeal of neighborhoods, promotes the positive image of Rancho Cordova, and encourages economic development. Staff will provide a presentation summarizing the proposed plan and receive input from Council.

FISCAL IMPACT

Funding for the rehabilitation work includes Community Enhancement Fund, Measure A, Gas Tax, SB-1 and grant funding.

ATTACHMENT

1. Presentation

City of Rancho Cordova Five Year Pavement Plan



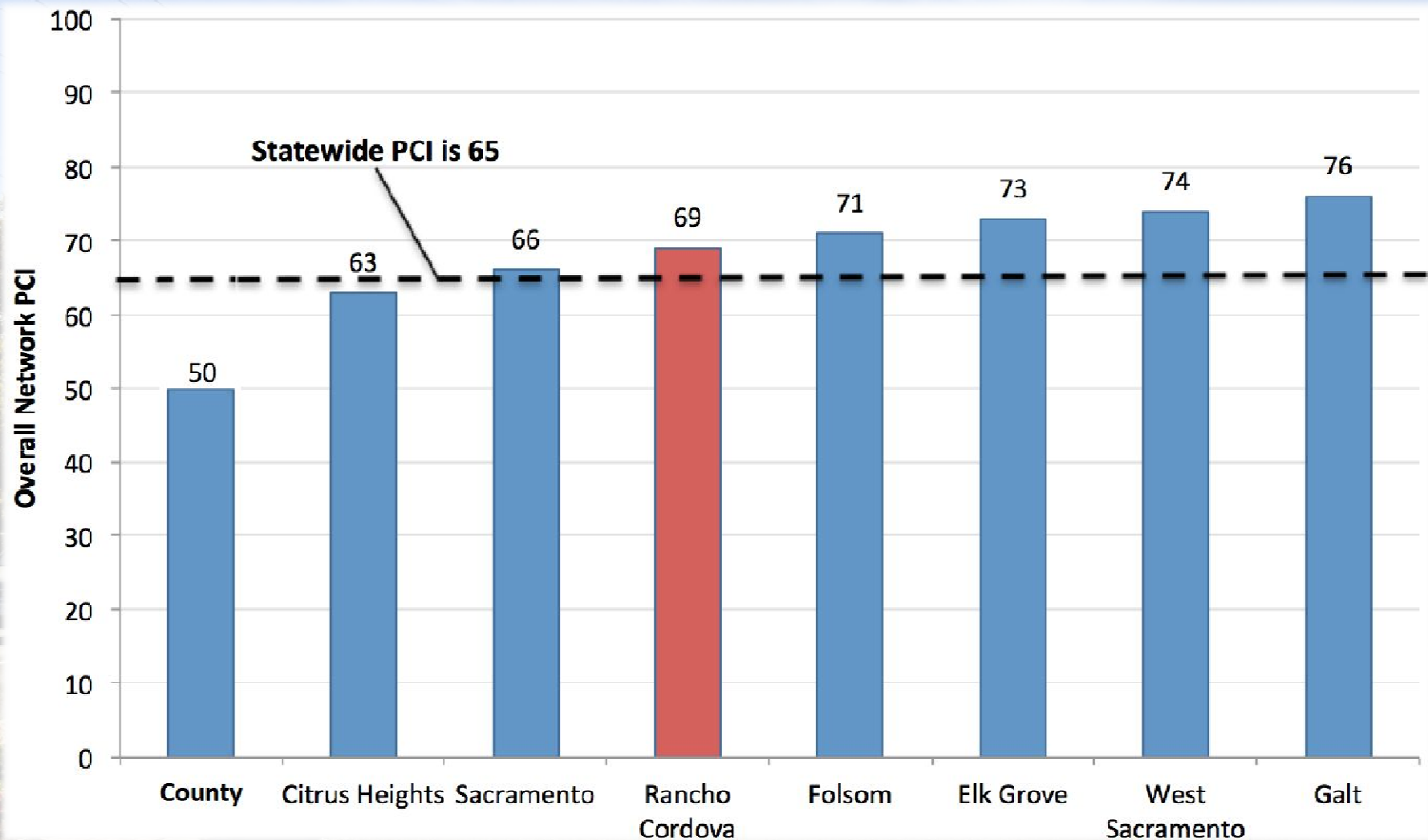
Work to Date

- **Citywide pavement evaluation performed**
- **Staff presented recommended prioritization to Council August 19, 2019**
- **Council directed staff to identify opportunities to advance work on Mather Field Road and Aramon Drive to 2020**

Presentation Goal

- Provide background on pavement condition
- Present updated proposed five-year pavement plan
- Receive Council input

Pavement Condition Index Regional Comparison



Pavement Condition Index Rancho Cordova Distribution

Failed, 1.4%

More Expensive
to Maintain

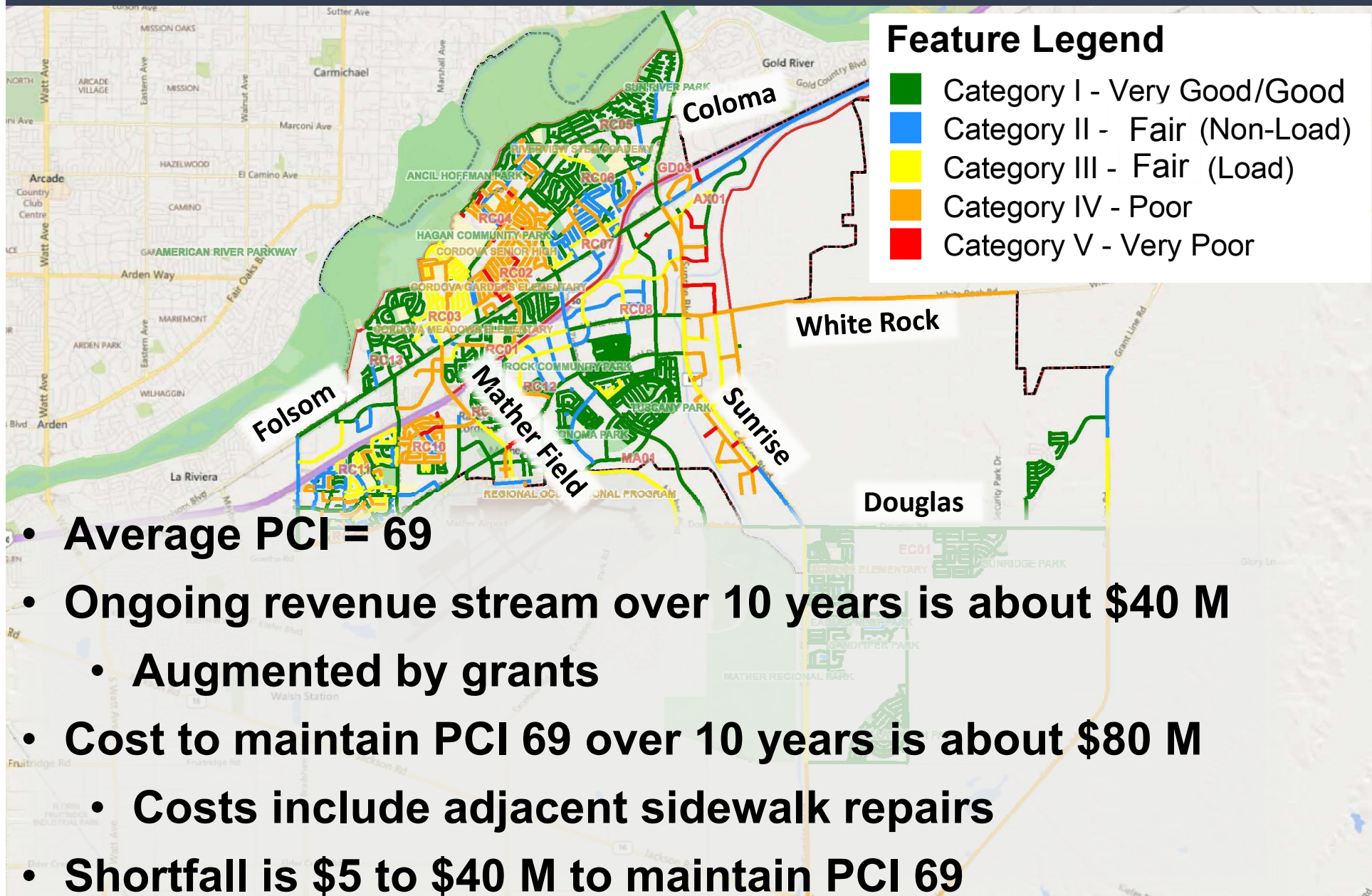
Poor, 18.0%

Fair, 23.1%

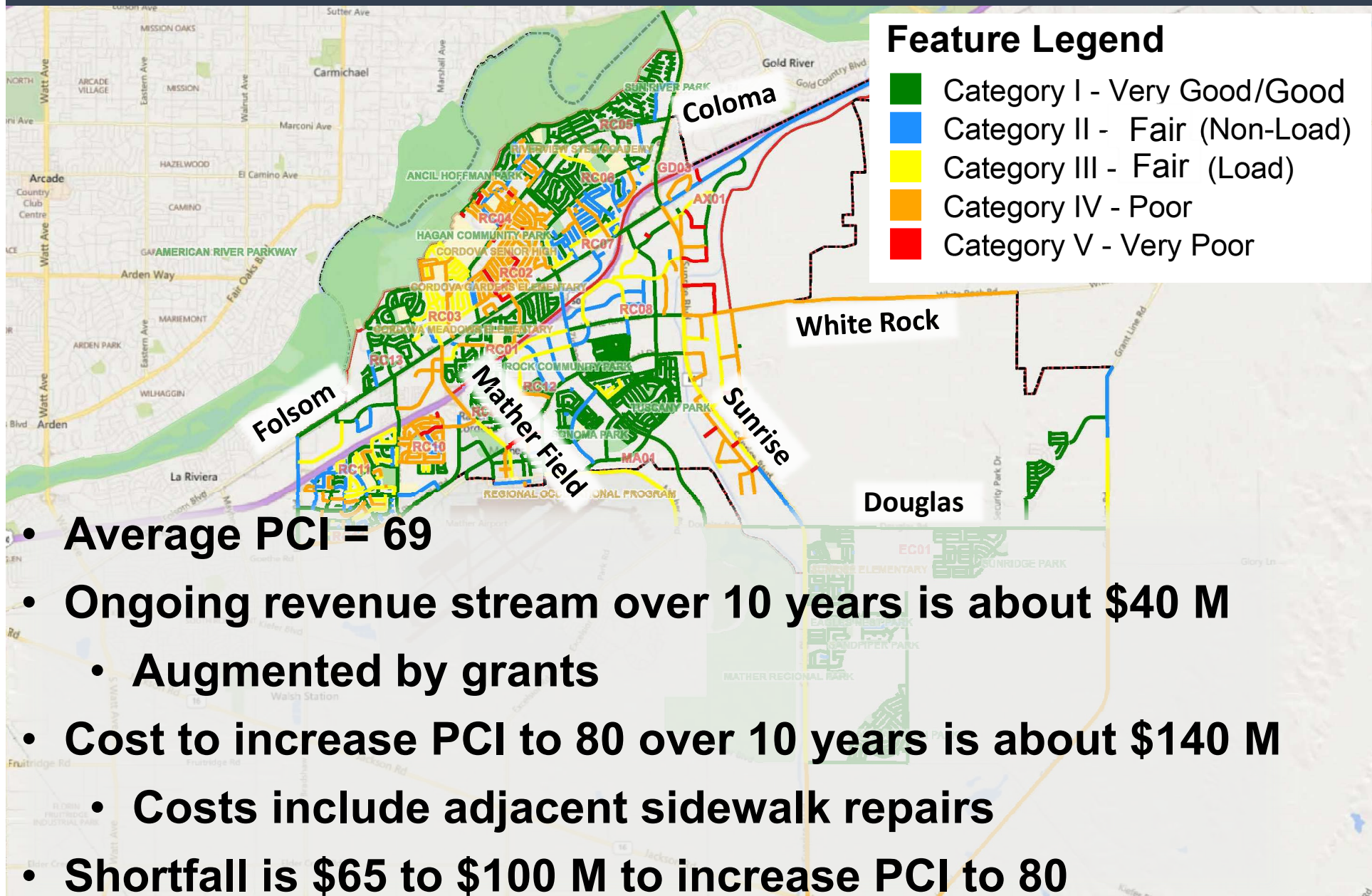
Good/Very Good,
57.5%

Less expensive
to Maintain

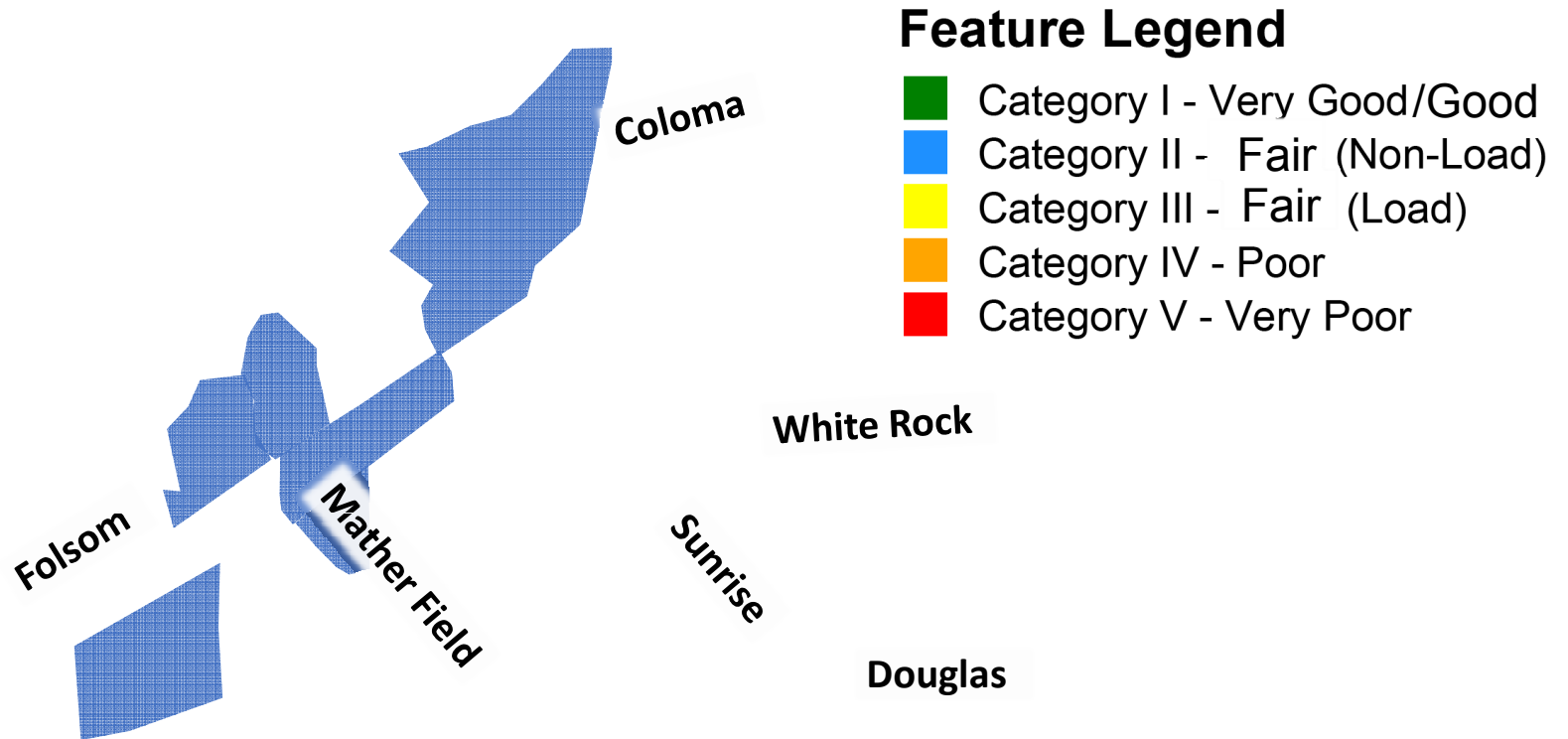
Current Conditions – Deferred Maintenance



Current Conditions – Deferred Maintenance

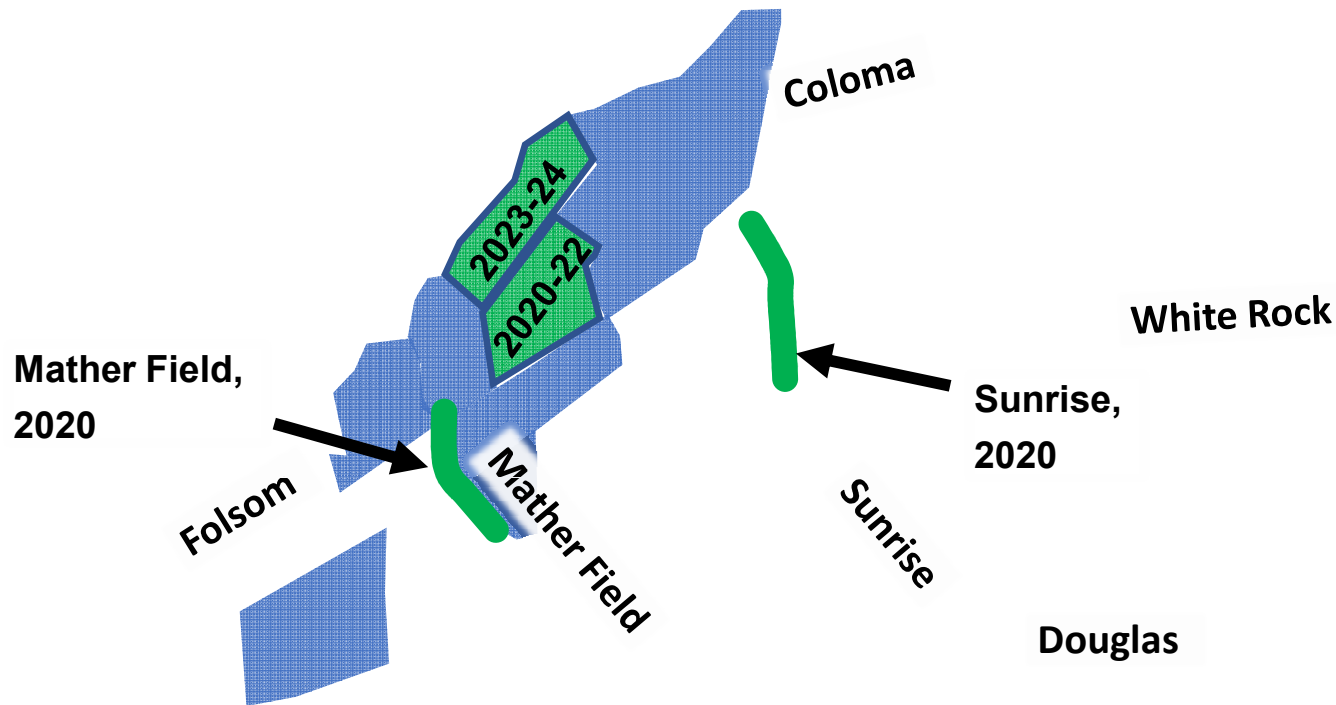


Current Conditions



- City has invested over \$100 M into street and sidewalk maint. and improvement since incorporation
- Significant progress on residential

Five Year Rehabilitation Plan



- 2020 Sunrise, \$10.6 M
- 2020 Mather Field, \$4 M
- 2020 - 22 Local Roads - Cordova Vineyards, \$10.5 M
 - Aramon Dr included in phase 1
- 2023 - 24 Local Roads - Mills Ranch, \$3.5 M

Recommendation

- **Staff recommends that City Council provide feedback and direct staff to proceed with implementation of the proposed 5-year rehabilitation plan:**
 - **2020 Sunrise, \$10.6 M**
 - **2020 Mather Field, \$4 M**
 - **2020 - 22 Local Roads - Cordova Vineyards, \$10.5 M**
 - **Aramon Dr included in phase 1**
 - **2023 - 24 Local Roads - Mills Ranch, \$3.5 M**

MEMORANDUM

DATE: October 21, 2019

TO: Honorable Mayor and Council Members

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

SUBJECT: PRESENTATION ON THE SUNRISE BOULEVARD REHABILITATION PROJECT



RECOMMENDATION

Receive presentation and provide feedback on the Sunrise Boulevard Rehabilitation Project.

RESULT OF RECOMMENDED ACTION

Based on the feedback and input provided by City Council, staff will incorporate Council feedback into the Sunrise Boulevard Rehabilitation Project.

BACKGROUND

Sunrise Boulevard between Folsom Boulevard and White Rock Road has been identified as a high priority road rehabilitation project. The purpose of the Sunrise Boulevard Rehabilitation Project is to renovate Sunrise Boulevard between Folsom Boulevard and White Rock Road & Citrus Road from Sunrise Boulevard to Trade Center Drive.

The total project design elements will include resurfacing the roadway, rehabilitating landscaping, improving pedestrian access, bike lane facilities, striping, drainage, utility relocations and signal modifications. This project will also construct a shared use path along the east side of Sunrise Boulevard from the Folsom South Canal Trail to Citrus Road, and bike lane facilities along Citrus Road to the Sunrise Light Rail Station.

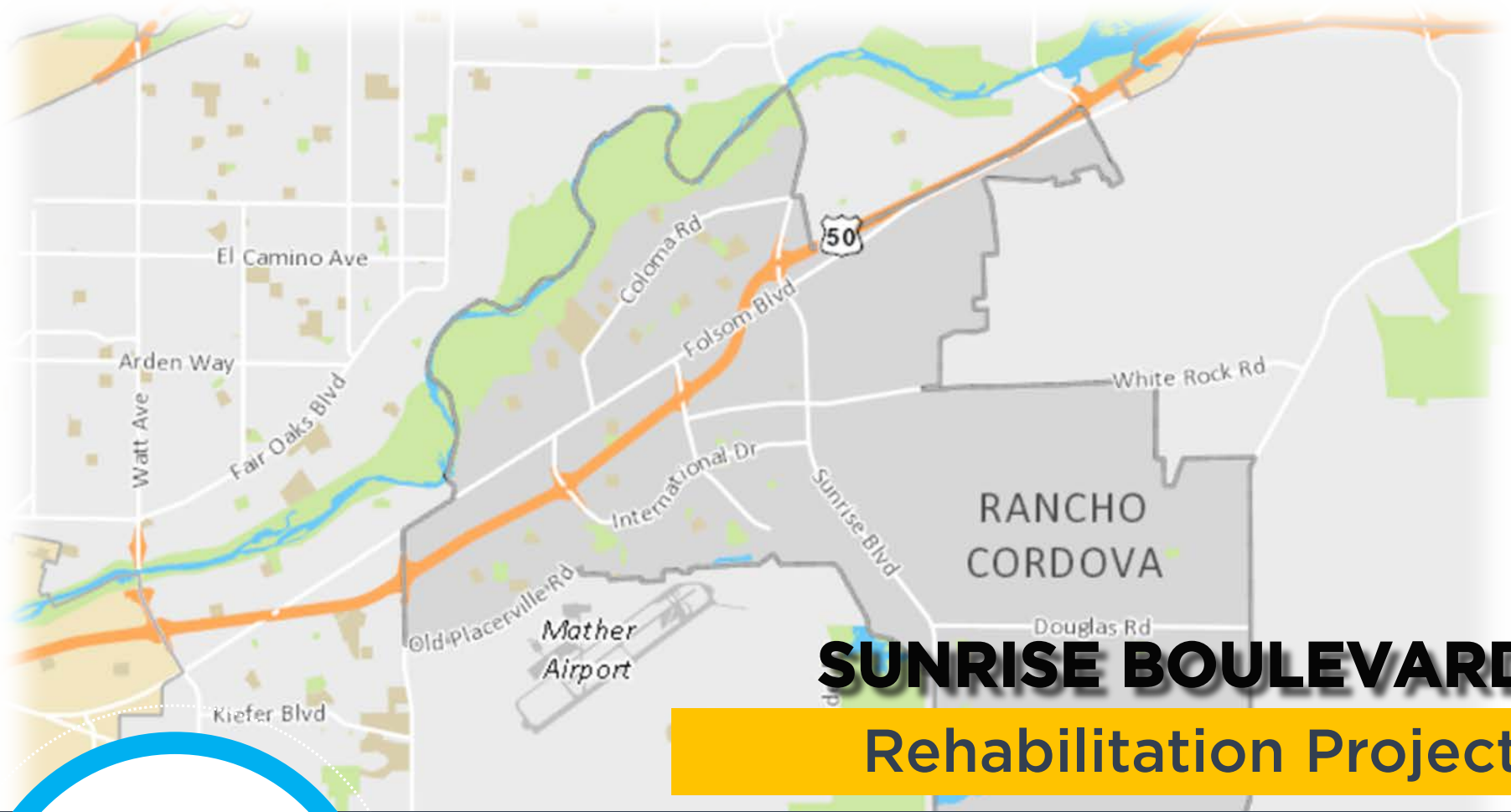
This project will result in a smoother, safer, and more beautiful corridor while promoting a healthy lifestyle including walking and cycling. Construction is scheduled to begin in 2020.

FISCAL IMPACT

Funding consists of Community Enhancement Funds, Measure A Construction, Gas Tax, Supplemental Transportation Tax, CalRecycle and SB1. The project is included in the City's approved Capital Improvement Plan and in the 2019/20 budget. There is no impact to the general fund. The estimated project value is \$10,600,000.

ATTACHMENT

1. Presentation



SUNRISE BOULEVARD

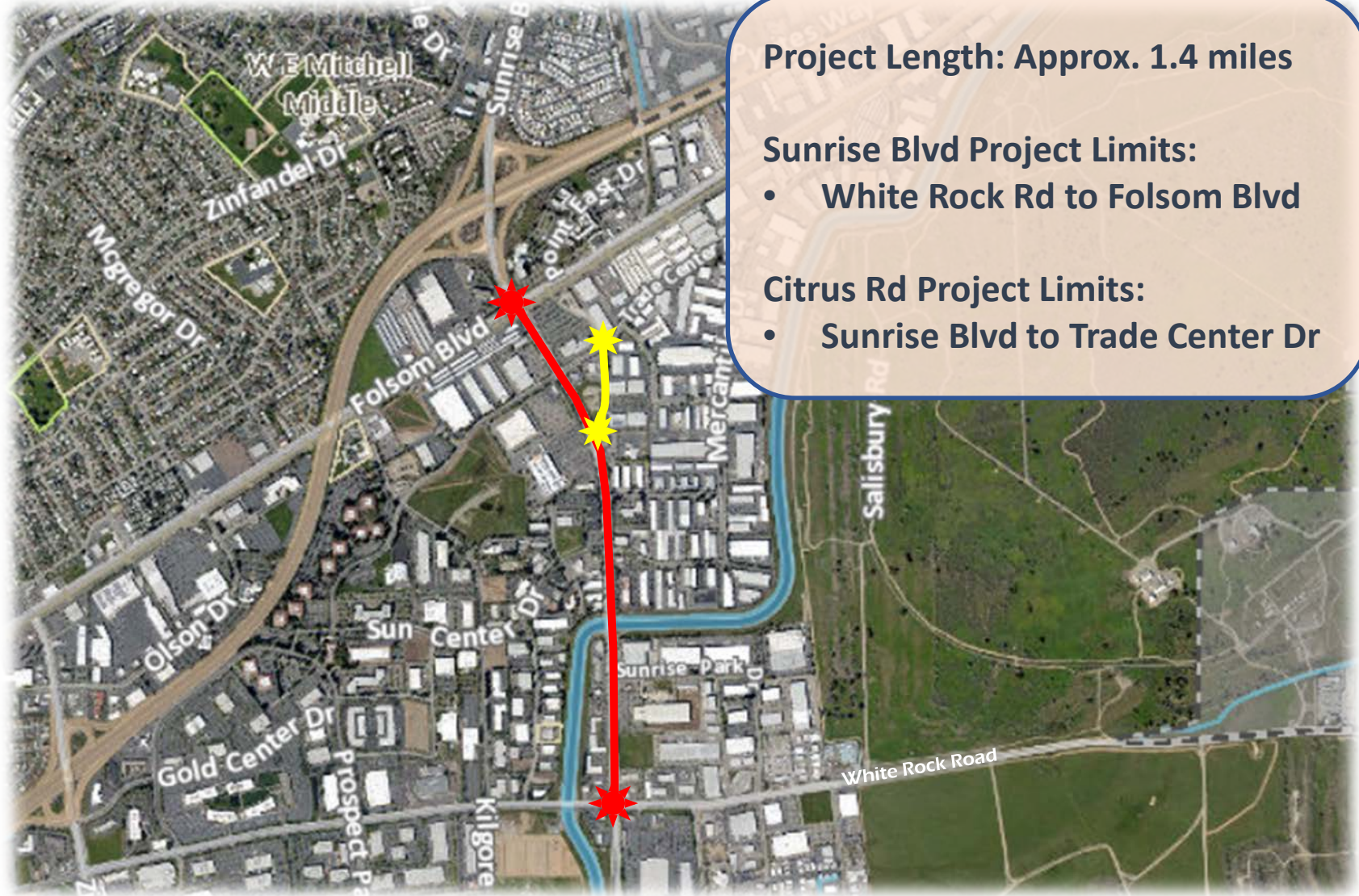
Rehabilitation Project

a fresh take.
RANCHO CORDOVA
CALIFORNIA

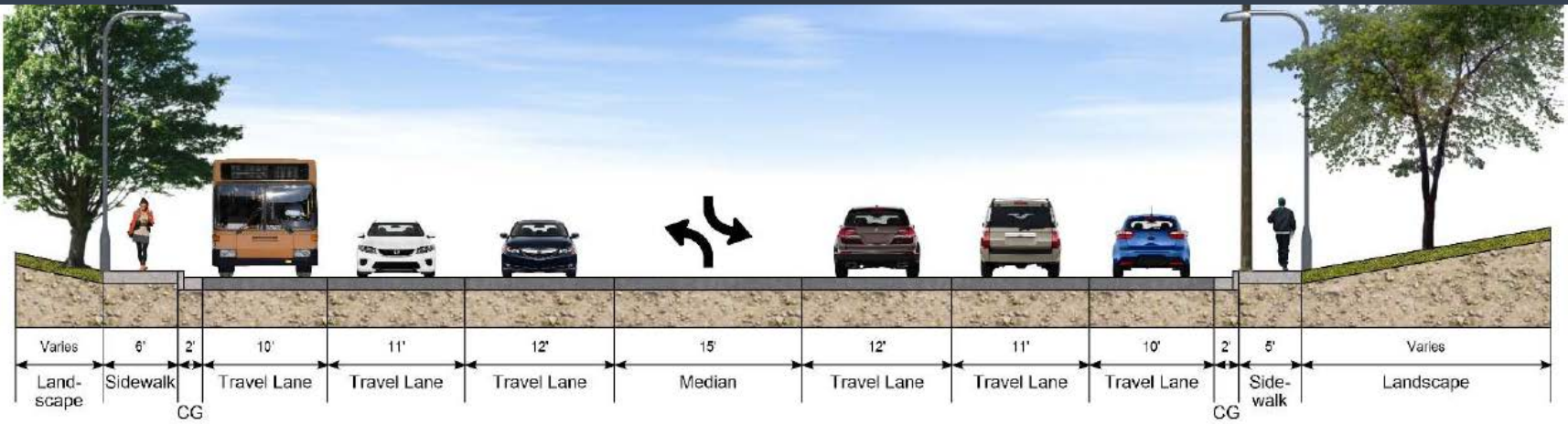
Presentation Goal

- ☐ **Provide a project update.**
- ☐ **Receive Council input.**

SUNRISE BOULEVARD REHABILITATION PROJECT

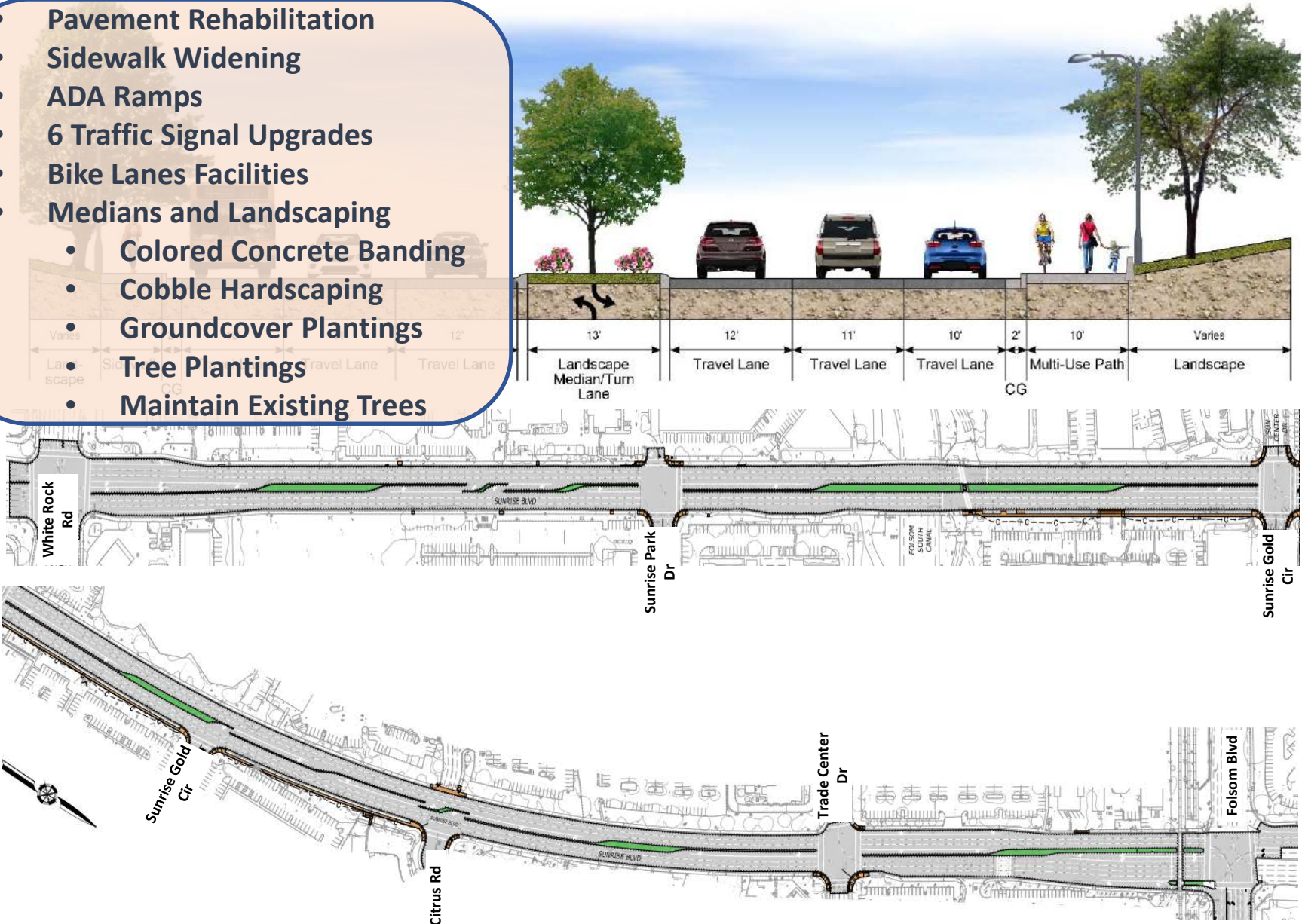


EXISTING CONDITIONS



PROPOSED IMPROVEMENTS

- Pavement Rehabilitation
- Sidewalk Widening
- ADA Ramps
- 6 Traffic Signal Upgrades
- Bike Lanes Facilities
- Medians and Landscaping
 - Colored Concrete Banding
 - Cobble Hardscaping
 - Groundcover Plantings
 - Tree Plantings
 - Maintain Existing Trees



Schedule/ Estimates/Funding

Project Schedule:

- Complete Design – End of 2019
- Contract Advertisement – Winter 2020
- Construction Period - Spring/Summer/Fall 2020

Project Estimate: \$10.6M

Project Funding:

- Community Enhancement Funds - \$1.2M
- Measure A - \$1.3M
- Other Sources - \$8.1M

Recommendations

- ☐ **Staff recommends that City Council provide feedback on project design.**

Next Steps

- ☐ **Complete design incorporating Council input.**
- ☐ **Begin construction Spring 2020.**
- ☐ **Complete construction Fall 2020.**

Questions?