CITY OF RANCHO CORDOVA

CITY COUNCIL

Monday, November 04, 2019

4:00 PM – Special Meeting
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, November 04, 2019

4:00 PM – Special Meeting
American River Room North

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

AGENDA

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

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

3. SPECIAL MEETING ITEM

3.1 **Subject:** Homeless Outreach Team (HOT) and Folsom-Olson-Zinfandel Team (FOZ) Updates.
Recommendation: Provide Homeless Outreach Team (HOT) and Folsom-Olson-Zinfandel Team (FOZ) updates.
Result of Recommended Action: This is an information only update to City Council on the activities of the HOT Team and FOZ Team.
Staff Report: Chris Pittman, Chief of Police and Russell Ducharme, Neighborhood Services Manager.
Advances Goals: 1 and 2.

4. ADJOURNMENT OF SPECIAL MEETING

Mayor McGarvey will adjourn the special meeting to regular meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Olga Hermann from Oasis Ministries will give the invocation.

9. PRESENTATIONS

9.1 Community Enhancement Fund Grant Check Presentations to 1) Mather Wrestling Club; 2) Rancho Cordova HART; 3) Folsom Cordova Unified School District; 4) Sierra Service Project; 5) PRO Youth and Families.

9.2 Introduce City of Rancho Cordova Communications Intern, Kiet Han Tat by Maria Kniestedt, Communications and Public Affairs Director.

10. 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.

11. COUNCIL REPORTS

12. CITY MANAGER'S REPORT

13. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

13.1 **Subject:** Meeting Minutes from the October 21, 2019 Regular City Council Meeting.
Recommendation: Adopt the Minutes.

13.2 **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: Waive the second reading and adopt the Ordinance.
Result of Recommended Action: Adoption of the Ordinance will authorize the 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.

13.3 **Subject:** A Resolution Declaring Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Bradshaw Village 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 for the proposed imposition of the annual Stormwater Utility Fee on the Bradshaw Village Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Bradshaw Village Project pursuant to the Fee Ordinance.
Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.
Advances Goals: 5.

13.4 **Subject:** A Resolution Authorizing the City Manager to Award Construction Contract No. 164-2019 In An Amount Not To Exceed $1,376,954 With R&R Pacific Construction For The Cordova Park Safe Routes To School Project.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract No. 164-2019 in an amount not to exceed $1,376,954 with R&R Pacific Construction for the Cordova Park Safe Routes to School Project which includes, but is not limited to, construction of sidewalks on Coloma Road, Dolecetto Drive, Ellenbrook Drive, and Malaga Way.
Staff Report: Albert Stricker, Public Works Director and Ben Chan, Assistant Civil Engineer.
Advances Goals: 1, 2 and 5.

14. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

15. PUBLIC HEARING ITEMS

15.1 **Subject:** T-Mobile Antenna Addition Conditional Use Permit Amendment; Project DD9881 - Located at 10653 Coloma Road.
Recommendation: The applicant is requesting the proposed project be continued from

the November 4, 2019 City Council meeting to the December 16, 2019 City Council meeting for additional time to address the concerns of the Council and order additional information.
Result of Recommended Action: The proposed project will be continued to the December 16, 2019 City Council meeting.
Staff Report: June Cowles, Senior Planner.
Advances Goals: 5 and 6.

16. REGULAR CALENDAR ITEMS

16.1 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Approving a 5% Performance Incentive Payment for Cyrus Abhar for Service as City Manager.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize payment of the 5% performance incentive payment to City Manager Cyrus Abhar.
Staff Report: Adam Lindgren, City Attorney and Brenda Roach, Human Resources Manager.
Advances Goals: 1, 2, 3, 4, 5 and 6.

16.2 **Subject:** A Resolution Authorizing the Issuance of Special Tax Bonds for and on Behalf of the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1, Approving and Directing the Execution of a Fiscal Agent Agreement, Approving the Form of Preliminary Official Statement, Approving Sale of Such Bonds, and Approving Other Related Documents and Actions. Confirming the Issuance and Sale of Special Tax Bonds, Approving Official Statement, Bond Purchase Agreement and Authorizing Related Documents and Actions on Behalf of the City of Grantline 208 Community Facilities District No. 2018-1 (the ”CFD”).
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize the sale of the final series of Special Tax Bonds (the “Bonds”) for and on behalf of Grantline 208 Community Facilities District No. 2018-1 for the purpose of providing money for the acquisition and construction of improvements, and the payment of certain development impact fees related to the project, within the Community Facilities District.
Staff Report: Michelle Mingay, Sr. Finance Analyst.
Advances Goals: 5.

16.3 **Subject:** Ordinances Repealing and Replacing Various Chapters of Title 16 "Buildings and Construction", by Adopting by Reference State Building Codes and Making Local Amendments to Portions Thereof, and Adopting Other Related Codes.
Recommendation: Adopt the Resolution and waive first reading and introduce Ordinances Nos. 12-2019 through 24-2019, and set public hearing for further consideration of the proposed Ordinances for November 18, 2019 at 5:30 p.m.
Result of Recommended Action: The recommended actions will result in the City’s building codes being updated to current industry best practices and to coincide with new codes mandated by the state of California.
Staff Report: Joseph Cuffe, Building Official.
Advances Goals: 1, 2 and 5.

16.4 **Subject:** Discussion and Possible Direction for Local Regulations Regarding Vaping and Smokeless Tobacco Products.
Recommendation: Review existing vaping and smokeless tobacco-related regulations, receive presentation regarding additional regulatory options, and discuss and provide direction regarding same.

Result of Recommended Action: Understand the existing regulatory landscape and options for local regulation and provide direction regarding same.
Staff Report: Adam U. Lindgren, City Attorney.
Advances Goals: 1 and 2.

16.5 **Subject:** Fiscal Year 2018-19 Preliminary Year-End Financial Report and Budget Amendment.
Recommendation: This report is for both informational purposes and requesting action. It is recommended that the City Council receive the Fiscal Year 2018-19 Preliminary Year-End Financial Report and Adopt a Resolution (Attachment 2) amending the Fiscal Year 2018-19 Budget.
Result of Recommended Action: The Fiscal Year 2018-19 Preliminary Year-End Financial Report provides the City Council with the City's unaudited financial performance for the most recent fiscal year prior to receiving the audited Comprehensive Annual Financial Report (CAFR) later in the year. It also provides the City Council with the opportunity to authorize the proposed budget amendments for the June 30, 2019 fiscal year.
Staff Report: Kim Juran-Karageorgiou, Administrative Services Director.
Advances Goals: 5.

16.6 **Subject:** 2020 City Council Meeting Schedule.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Confirm the 2020 Rancho Cordova City Council meeting schedule.
Staff Report: Stacy Leitner, City Clerk.
Advances Goals: 1, 3 and 5.

17. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

18. ADJOURNMENT

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

19. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

20. CLOSED SESSION

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: City Negotiators: Cyrus Abhar, City Manager, Albert Stricker, Public Works Director and Adam U. Lindgren, City Attorney. Negotiating Party: Cordova Community Council. Property: Assessor's Parcel Number: 072-0231-014 at 2300 Mine Shaft Lane. Under Negotiation: Price and Terms of Payment.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8: City Negotiators: Cyrus Abhar, City Manager, Micah Runner, Deputy City Manager and Adam U. Lindgren, City Attorney. Properties and Respective Negotiating Parties: APN 072-0231-133-0000, EASTON DEVELOPMENT COMPANY

LLC; APN 072-0231-135-0000, AEROJET GENERAL CORPORATION; APN 072-0231-147-0000, AEROJET ROCKETDYNE INC; APN 072-0231-102-0000, AEROJET GENERAL CORPORATION; APN 072-0231-133-0000, EASTON DEVELOPMENT COMPANY LLC; APN 072-0231-135-0000, AEROJET GENERAL CORPORATION; APN 072-0231-147-0000, AEROJET ROCKETDYNE INC; APN 072-0231-125-0000, AEROJET ROCKETDYNE INC; APN 072-0231-126-0000, AEROJET ROCKETDYNE INC; APN 069-0040-095-0000, FOLSOM PROPERTY LP; APN 072-0231-081-0000, AEROJET GENERAL CORPORATION; APN 072-0231-121-0000, AEROJET ROCKETDYNE INC; APN 072-0231-122-0000, AEROJET ROCKETDYNE INC; APN 072-0231-123-0000, AEROJET ROCKETDYNE INC; APN 058-0270-004-0000, SUBURBAN PROPANE LP; APN 058-0270-034-0000, HARMONY INV LP (HECQUEST REV LIVING TRUST); APN 058-0280-010-0000, ISTORAGE JV RANCHO CORDOVA LLC; APN 058-0280-023-0000, HALLE PROPERTIES LLC; APN 058-0280-027-0000, SUNRISE 50 INVESTORS LLC; APN 058-0270-035-0000, VS REAL ESTATE LLC; APN 058-0270-041-0000, VS REAL ESTATE LLC; APN 058-0270-045-0000, CHUNG SUN M/DAE/HAE; APN 058-0270-050-0000, HV-HOUSTON DEVELOPMENT INC; APN 058-0270-059-0000, DW CL V LLC; APN 058-0270-061-0000, 11275 FOLSOM LLC; APN 058-0280-012-0000, JOYCE JEAN KMOCH TRUST; APN 058-0280-016-0000, LQ RANCHO CORDOVA LLC(LA QUINTA INTERM HOLD INC); APN 058-0280-021-0000, LSC; APN 058-0530-001-0000, PITAMBER RAMESH; APN 058-0530-002-0000, PITAMBER RAMESH; APN 058-0270-031-0000, PITAMBER RAMESH; APN 058-0270-058-0000, JUNG INVESTMENT LLC; APN 058-0270-060-0000, INSIGNIA RC DEVELOPMENT LP; APN 058-0280-004-0000, MARCHI PAUL JOSEPH/CAROLYN NANCY/TR; APN 058-0280-019-0000, JOEL PEREZ FAMILY TRUST; APN 072-0221-001-0000, FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT; APN 072-0222-013-0000, SF FLORIN LIMITED PARTNERSHIP; APN 072-0222-033-0000, FOURWAY INC; APN 072-0222-041-0000, J/M CORDOVA PROPERTIES LLC; APN 072-0223-002-0000, DMJ REAL ESTATE LIMITED PARTNERSHIP/ETAL; APN 072-0223-003-0000, DMJ REAL ESTATE LIMITED PARTNERSHIP/ETAL; APN 072-0223-011-0000, WENDYS PROPERTIES LLC; APN 072-0240-008-0000, RAMOS OIL COMPANY INCORPORATED; APN 072-0240-009-0000, 2707 SUNRISE BLVD LLC; APN 072-0222-001-0000, SAC-PLCRVLE TRANSPORTATION CORR JOINT POWERS AUTHORITY; APN 072-0222-011-0000, PUBLIC STORAGE PROPERTIES XV INC(PUB STORAGE INC); APN 072-0222-034-0000, FOLSOM RESEARCH INVESTMENTS INC; APN 072-0222-038-0000, SACRAMENTO REGIONAL TRANSIT; APN 072-0222-039-0000, GARCHA PROPERTIES LLC; APN 072-0222-042-0000, GARCHA PROPERTIES LLC; APN 072-0222-043-0000, JB COMPANY MANAGEMENT LIMITED PARTNERSHIP/ETAL; APN 072-0223-001-0000, DMJ REAL ESTATE LIMITED PARTNERSHIP/ETAL; APN 072-0240-011-0000, ABREGO LAND COMPANY LLC; APN 072-0240-012-0000, LU ELLA BETTY WILSON 2005 REVOCABLE TRUST; APN 072-0490-026-0000, CITY OF RANCHO CORDOVA; APN 072-0490-027-0000, CITY OF RANCHO CORDOVA; APN 072-0222-004-0000, TETON II; APN 072-0222-012-0000, 2650 SUNRISE BLVD LLC; APN 072-0222-032-0000, DEMETROULAS FAMILY TRUST; APN 072-0222-036-0000, GARCHA PROPERTIES LLC; APN 072-0222-037-0000, CONRAD ETHAN; APN 072-0222-040-0000, J/M CORDOVA PROPERTIES LLC; APN 072-0223-004-0000, JB COMPANY MANAGEMENT LIMITED PARTNERSHIP; APN 072-0240-003-0000, SAC-PLCRVLE TRANSPORTATION CORR JOINT POWERS AUTHORITY; APN 072-0240-004-0000, SACRAMENTO REGIONAL TRANSIT DISTRICT; 072-0240-005-0000, BEDROSIAN RANCHO CORDOVA LLC; APN 072-0250-005-0000, FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT; APN 072-0480-007-0000, WESTERN CENTURY INVESTMENTS LLC; APN 072-0490-004-0000, GREENSHADE INVESTORS LLC; APN 072-0490-024-0000, CITY OF RANCHO

CORDOVA; APN 072-0490-025-0000, CITY OF RANCHO CORDOVA; APN 058-0270-024-0000, HV-HOUSTON DEVELOPMENT INC; APN 058-0270-029-0000, HV-HOUSTON DEVELOPMENT INC; APN 058-0270-030-0000, RANCHO INVESTMENTS INC; APN 058-0270-049-0000, HV-HOUSTON DEVELOPMENT INC; APN 058-0270-062-0000, PR RANCHO HOTEL LLC; APN 058-0280-008-0000, CAMP SPE LLC/AMERICAN SS INVESTORS LLC; APN 058-0280-011-0000, FISCHER FAMILY TRUST; APN 058-0280-024-0000, REESE REAL ESTATE/INV COMPANY; APN 072-0221-002-0000, FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT; APN 072-0221-003-0000, FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT; APN 072-0222-014-0000, YONGKANG/ZHENQIANG INVESTMENT HOLDING LLC; APN 072-0222-031-0000, YONGKANG/ZHENQIANG INVESTMENT HOLDING LLC; APN 072-0223-012-0000, SUNRISE 82017 LLC; APN 072-0250-007-0000, SAC-PLCRVLE TRANSPORTATION CORR JOINT POWERS AUTHORITY; APN 072-0480-029-0000, CONRAD ETHAN; APN 072-0490-005-0000, GOLD TAILINGS INVESTMENTS LLC. Under Negotiation: Price and Terms of Payment.

21. OPEN SESSION - REPORT FROM CLOSED SESSION

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

22. 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, November 12	5:30 PM Special Meeting/Work Session
Monday, November 18	5:30 PM Regular Meeting
Tuesday, November 26	5:30 PM CANCELLED
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, November 04, 2019 Regular Meeting of the Rancho Cordova City Council was posted and available for review on Friday, November 1, 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.cityofranchocordova.org.

Signed Friday, November 1, 2019 at Rancho Cordova, California.

Stacy Leitner

Stacy Leitner, City Clerk

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

FROM: Chris Pittman, Chief of Police and Russell Ducharme, Neighborhood Services Manager

SUBJECT: **HOMELESS OUTREACH TEAM (HOT) & FOLSOM-OLSON-ZINFANDEL TEAM (FOZ) UPDATES**

RECOMMENDATION

Provide Homeless Outreach Team (HOT) and Folsom-Olson-Zinfandel Team (FOZ) updates.

RESULT OF RECOMMENDED ACTION

This is an information only update to City Council on the activities of the HOT Team and FOZ Team.

BACKGROUND

Established in October of 2017, the HOT Team is comprised of two police officers, one code enforcement officer, two MCE field staff and one Homeless Navigator. The HOT Team is dedicated to helping our homeless population obtain sustainable human services and housing while preserving the quality of life for our visitors and residents.

Established in December of 2017, the FOZ Team is comprised of one police officer and one crime analyst. The team is dedicated to maintaining a strong partnership with the businesses within this area to provide patrons with a safe and enjoyable shopping experience.

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor McGarvey called the Regular meeting to order in the David B. Roberts Council Chambers at 5:34 p.m.

Council Members Present: Budge, Gatewood, Sander (arrived at 6:45 p.m.), 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.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Tracey Jacobs of the audience led the pledge.

4. INVOCATION

Dan DeJong, from River City Christian, Rancho Cordova, gave 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 Rancho Cordova Library Week.

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

6. PUBLIC COMMENT

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

1) Robert Van Cleef
2) Gloria Olsen
3) Barbara Thomen
4) Helen Fredericks
5) Lucy Brown
6) Ed McCarthy
7) Joanne French

McGarvey closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.1 through 9.7 by Budge second by Terry; Motion passed with a 4:0 vote. (Sander absent)

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

Item 10.1 was pulled by Councilmember Budge for separate discussion.

ACTION: Motion to approve item 10.2 by Budge second by Terry; Motion passed with a 4:0 vote. (Sander absent)

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.

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

- Joyce Rosenberg

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

ACTION: Motion to approve item 10.1 by Budge second by Terry; Motion passed with a 4:0 vote. (Sander absent)

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.

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

- Angel Ball
- Joyce Rosenberg
- Cort Stratfull

ACTION: Input was received regarding the Proposed Updated Five-Year Pavement Rehabilitation Plan.

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.

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

ACTION: Input was received regarding the Sunrise Boulevard Rehabilitation Project.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

1. Discussion of real estate signs as it relates to City beautification.

14. ADJOURNMENT

Mayor McGarvey adjourned the meeting in memory of Donald McMurchie at 7:08 p.m.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor McGarvey called the Special meeting to order in the Community Board Room at 7:28 p.m.

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

Council Members Absent: None.

Staff Members Present: Abhar and Lindgren.

16. CLOSED SESSION

Council met in 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 Council conducted the City Manager's Performance Evaluation and concluded that his overall performance in 2018-19 was outstanding.

18. ADJOURNMENT

Mayor McGarvey adjourned the meeting at 8:33 p.m.

_____
Stacy Leitner, CMC
City Clerk

MEMORANDUM

DATE: November 4, 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

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of the Ordinance will authorize the 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

On October 21, 2019 the City Council waived the first reading and passed to a second reading an Ordinance authorizing the execution and recording of the ARDA and AHP to correct the exact name of the Elliott entity that has ownership of the property and authorized the execution of a First Amendment of the corrected ARDA relative to Rio Del Oro Phase 1. The first amendment clarifies the requirements for the construction of improvements to White Rock Road and adjusts certain impact fees relative to Rio Del Oro Phase 1 only.

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

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

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.

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 trials 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.

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

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 4th day of November, 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

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

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

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

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.

"**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.

"**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.

"**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.

"**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

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

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

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.

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

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. <u>Infrastructure and Maintenance Finance</u>.

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

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

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

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

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.

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

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.

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

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. <u>Amendment or Cancellation</u>.

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

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. <u>Annual Review</u>.

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

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,

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

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

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

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.

(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.

"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: _____

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

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:

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°06'17" 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

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 561.68 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;

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.

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 16°24'30" West, a distance of 283.84 feet to the Point of Beginning;
Thence, from the Point of Beginning, North 16°10'05" East, a distance of 276.73 feet;
Thence, South 71°48'29" East, a distance of 146.44 feet;
Thence, South 16°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

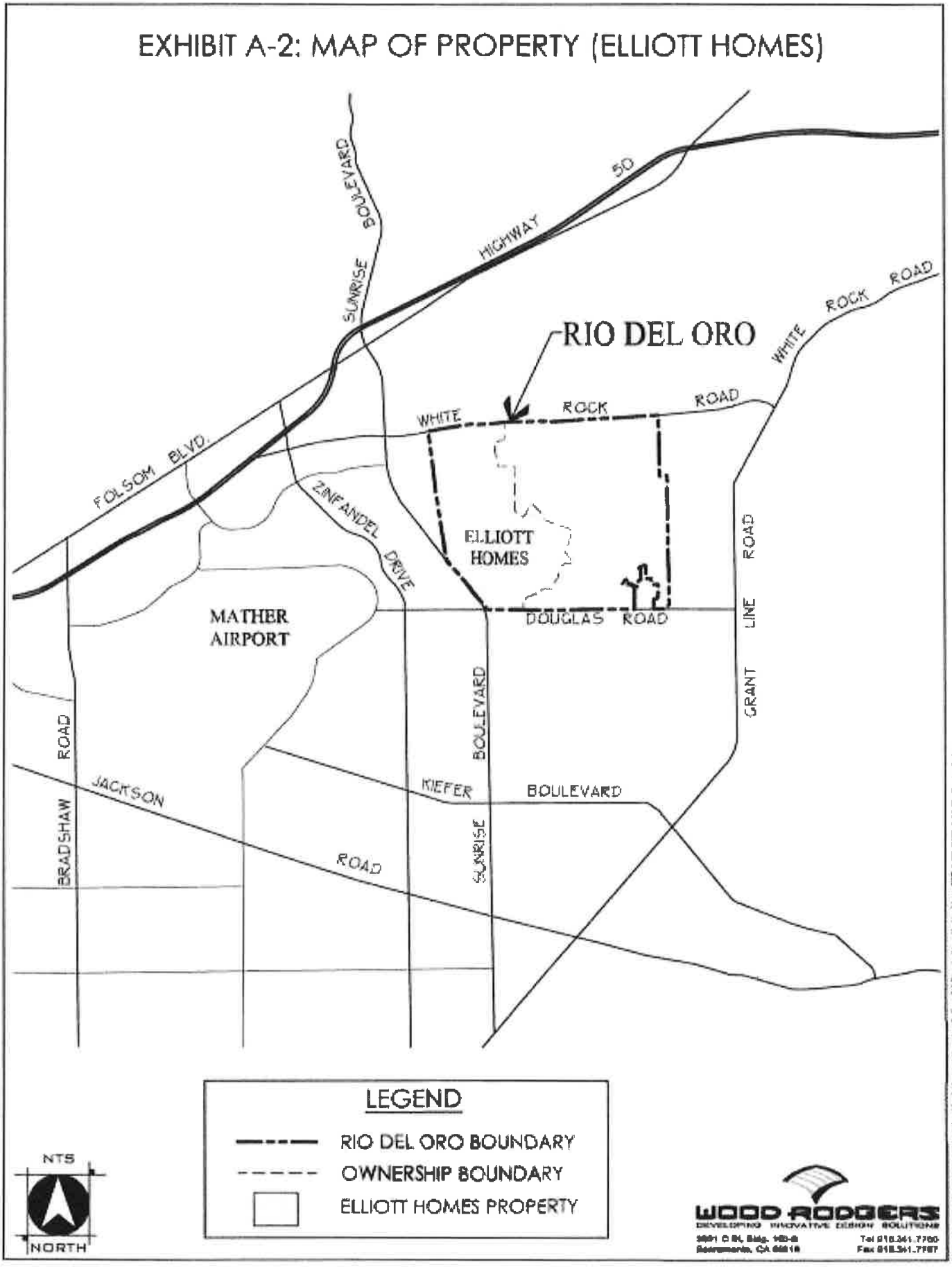


EXHIBIT A-2: MAP OF PROPERTY (ELLIOTT HOMES)
SUNRISE BOULEVARD
50
HIGHWAY
RIO DEL ORO
WHITE ROCK ROAD
WHITE ROCK ROAD
FOLSOM BLVD.
ZINFANDEL DRIVE
ELLIOTT HOMES
MATHER AIRPORT
DOUGLAS ROAD
GRANT LINE ROAD
BRADSHAW ROAD
JACKSON ROAD
KIEFER BOULEVARD
SUNRISE BOULEVARD
LEGEND
RIO DEL ORO BOUNDARY
OWNERSHIP BOUNDARY
ELLIOTT HOMES PROPERTY
NTS
NORTH
WOOD RODGERS

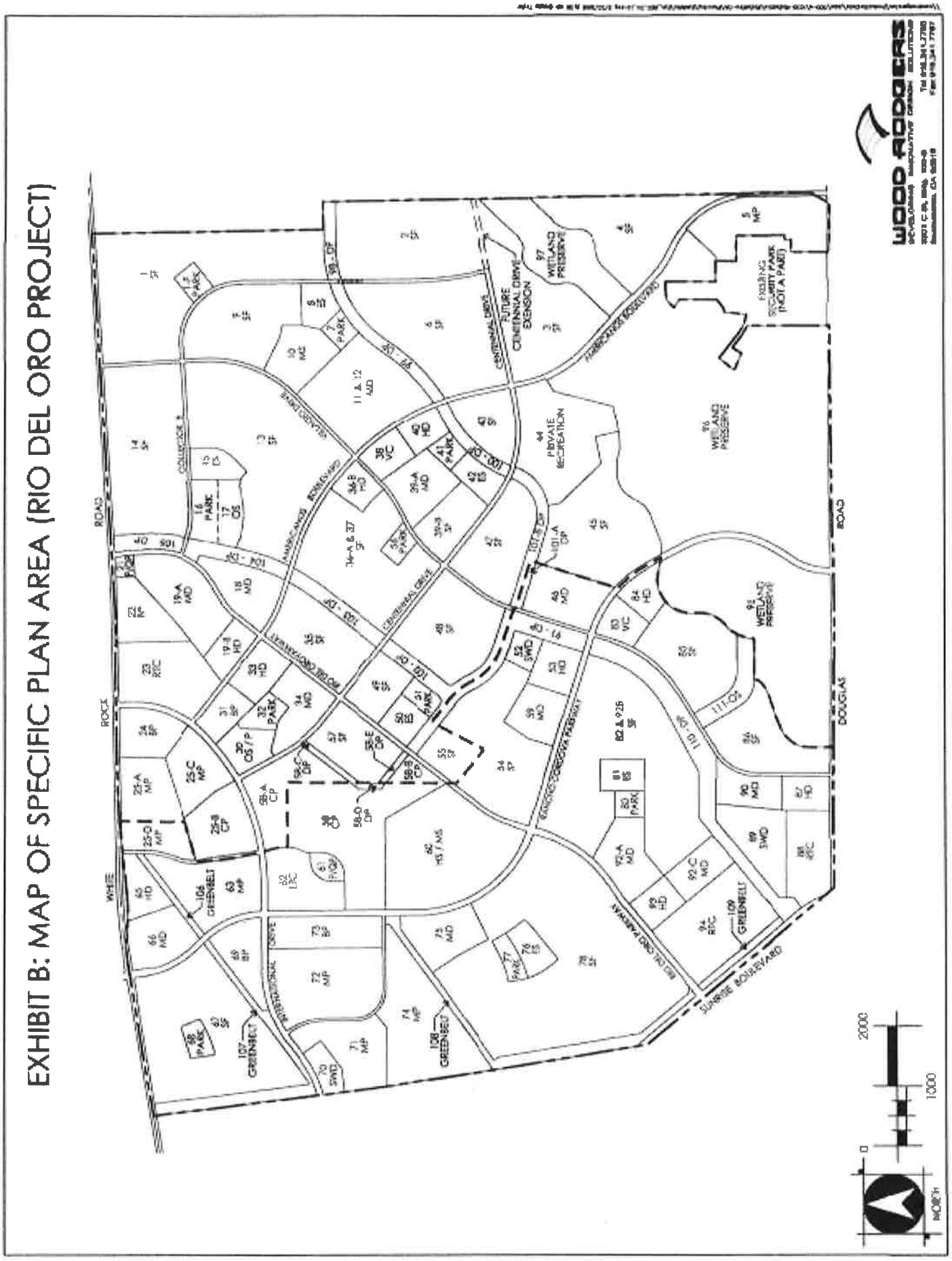


EXHIBIT B: MAP OF SPECIFIC PLAN AREA (RIO DEL ORO PROJECT)
WOOD RODGERS
ROCK ROAD
DOUGLAS ROAD
WHITE ROAD
SUNRISE BOULEVARD
CENTENNIAL DRIVE
FUTURE CENTENNIAL DRIVE EXTENSION
EXISTING SECURITY PARK (NOT A PART)
WETLAND PRESERVE
PRIVATE RECREATION
GREENBELT
PARK
2000
1000
0
NORTH

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

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

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.

"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.

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,

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

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

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:

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.

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.

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
City Attorney

Date:_____, 2019

"LANDOWNER"

ALTA VISTA, LLC,
an Arizona limited liability company

By:_____
Name: Harry C. Elliott, III
Title: President

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

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:

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

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;

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.

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

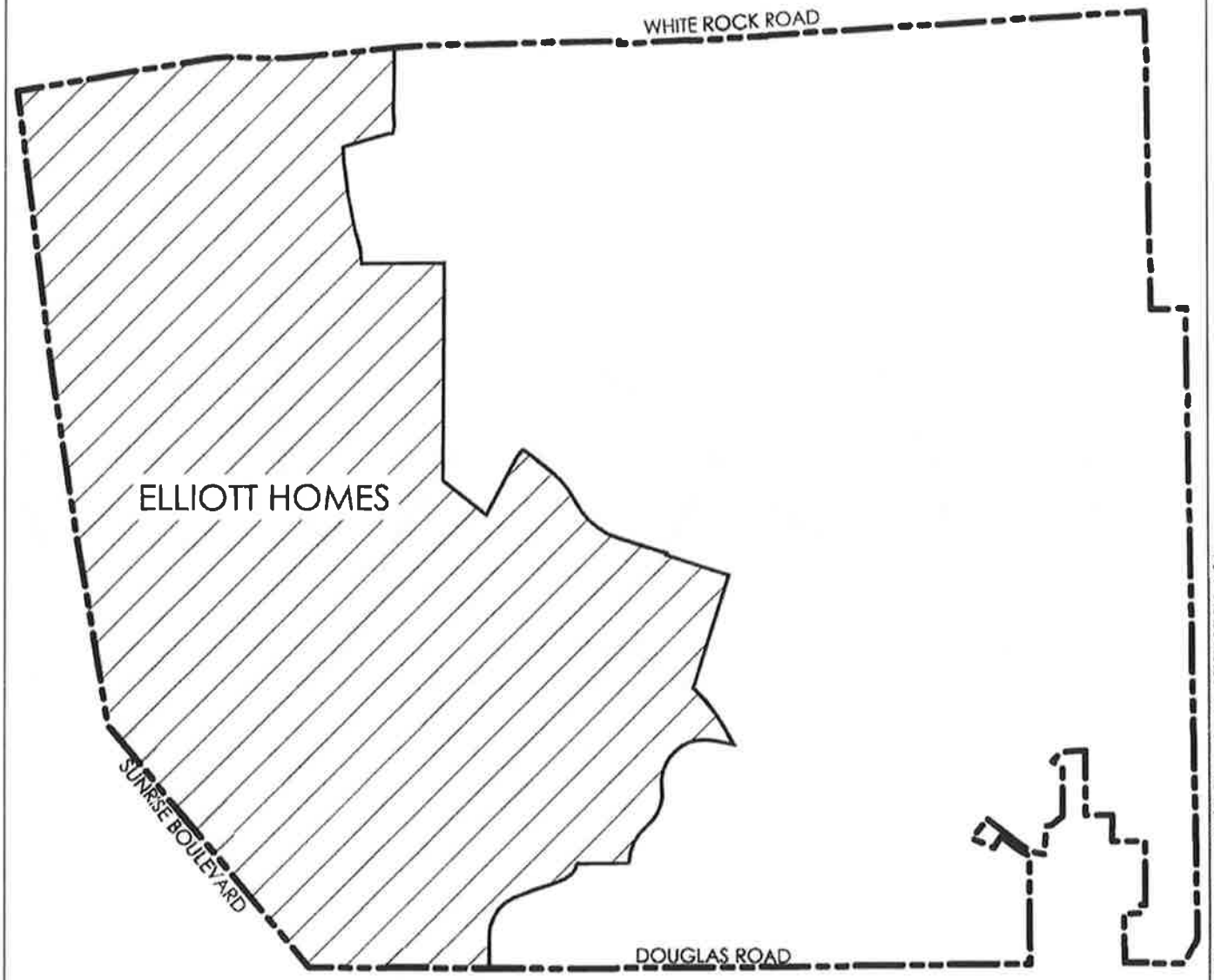
PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

8/23/14

EXHIBIT 2: LANDOWNER'S PROPERTY - MAP

RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



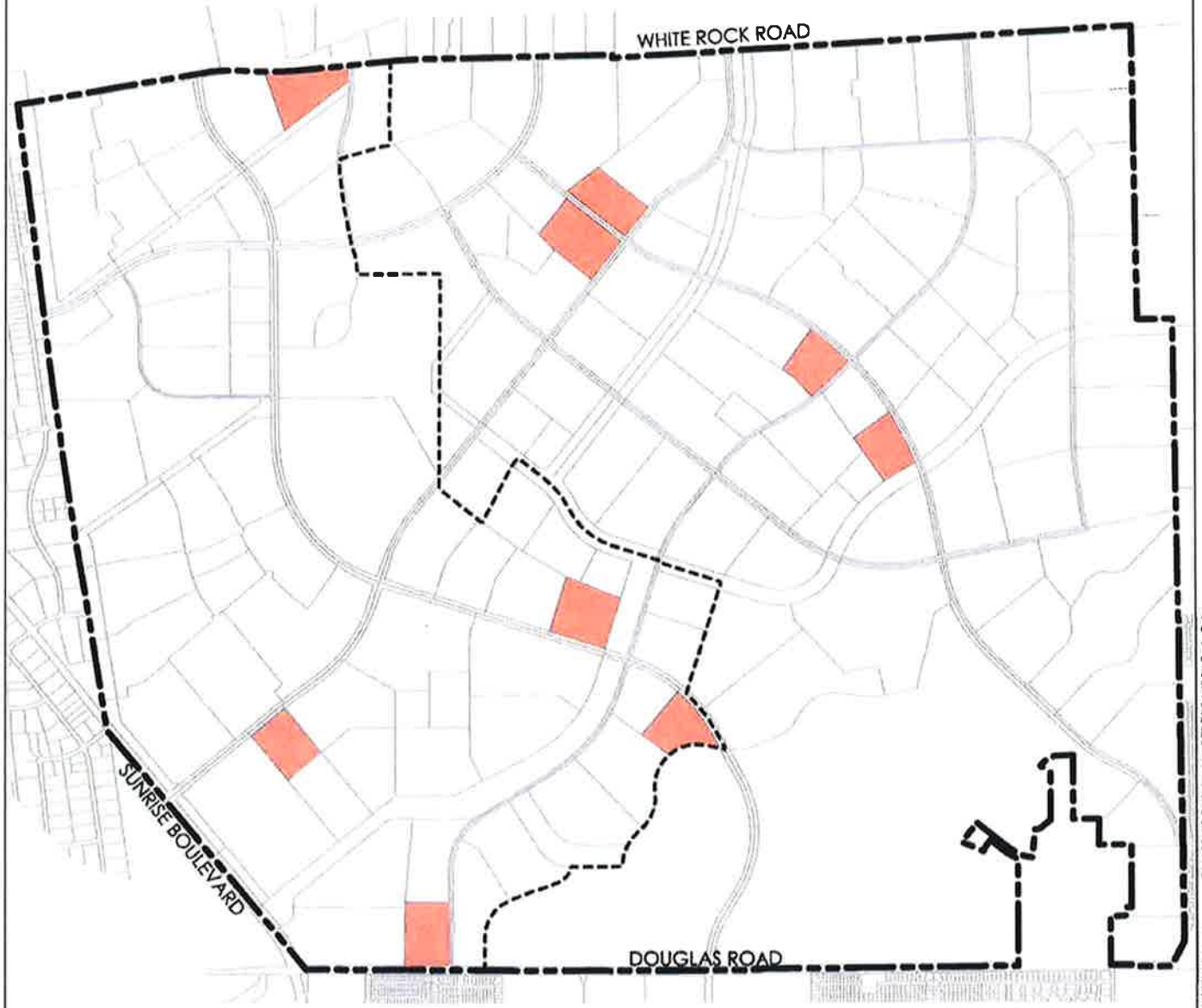
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SHEET 1 OF 2

EXHIBIT 3: RHNA ACREAGE

RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

RIO DEL ORO PROJECT BOUNDARY

RHNA ACREAGE

NORTH

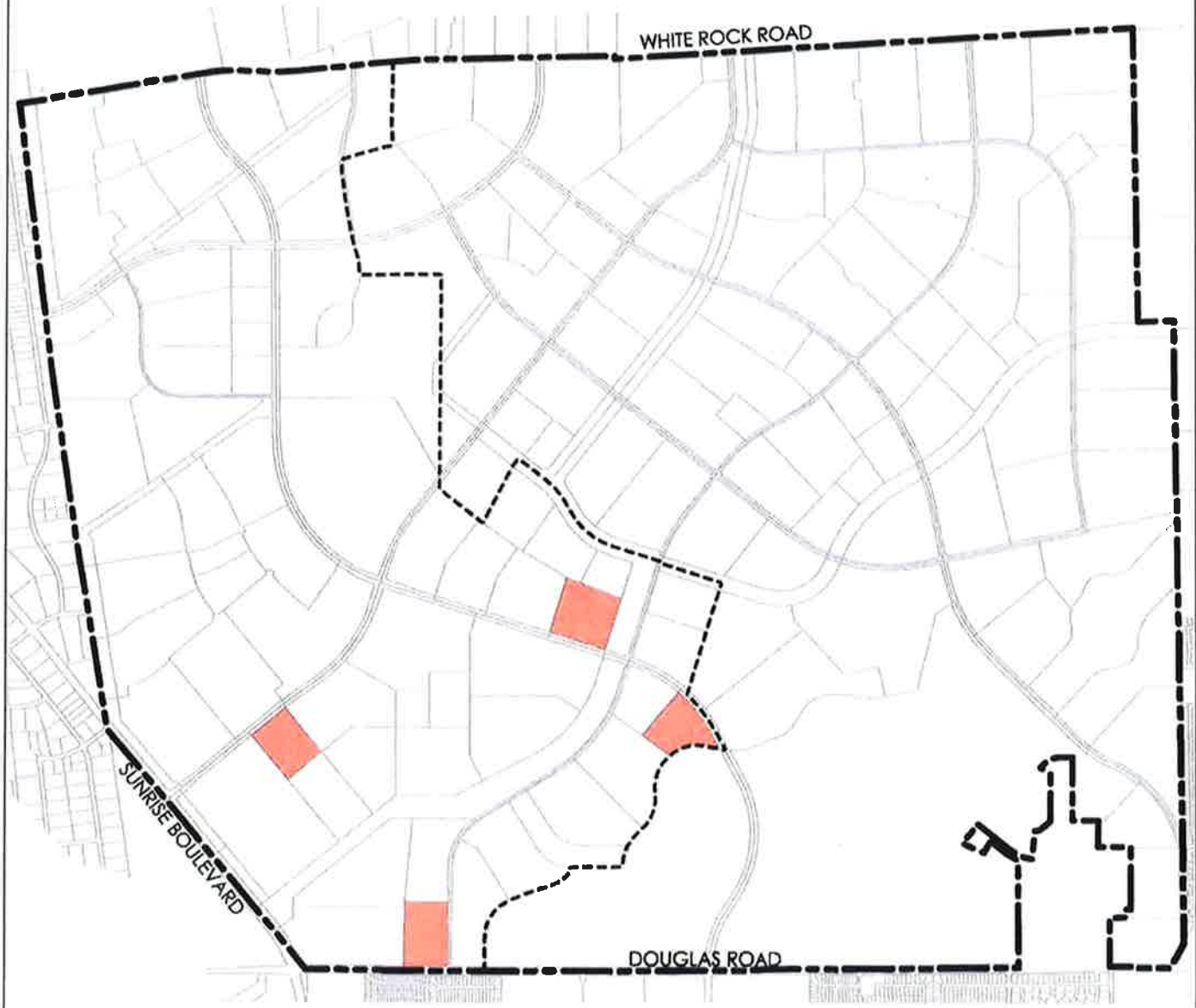
0 2,000 1,000 4,000

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

EXHIBIT 4: IDENTIFIED SITES (ELLIOTT HOMES)

RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

RIO DEL ORO PROJECT BOUNDARY

IDENTIFIED SITES

NORTH

0 2,000 1,000 4,000

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

SHEET 1 OF 2

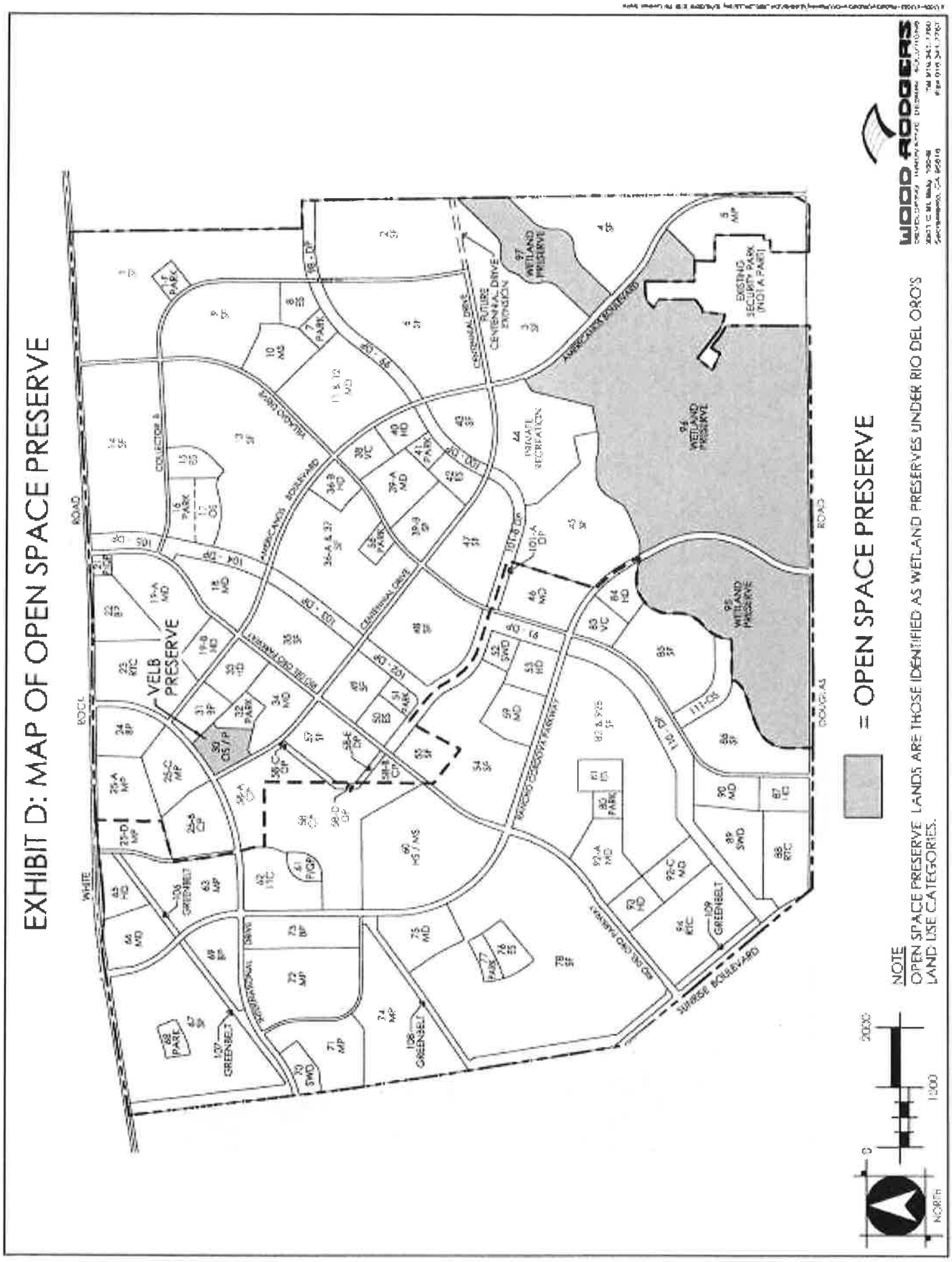


EXHIBIT D: MAP OF OPEN SPACE PRESERVE
VELB PRESERVE
= OPEN SPACE PRESERVE
NOTE
OPEN SPACE PRESERVE LANDS ARE THOSE IDENTIFIED AS WETLAND PRESERVES UNDER RIO DEL ORO'S LAND USE CATEGORIES.
WOOD RODGERS
EXISTING SECURITY PARK (NOT A PART)
AMERICANOS BOULEVARD
CENTENNIAL DRIVE
RANCHO CENTENNIAL PARKWAY
SUNRISE BOULEVARD
WHITE ROCK ROAD
DOUGLAS ROAD
97 WETLAND PRESERVE
94 WETLAND PRESERVE
95 WETLAND PRESERVE
2000
1000
0
NORTH

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
	$ 30,412.00

** Fees based on a Single Family and Medium Density Residential Unit*
*** Affordable Housing Fee remains fixed during Incentive Period*

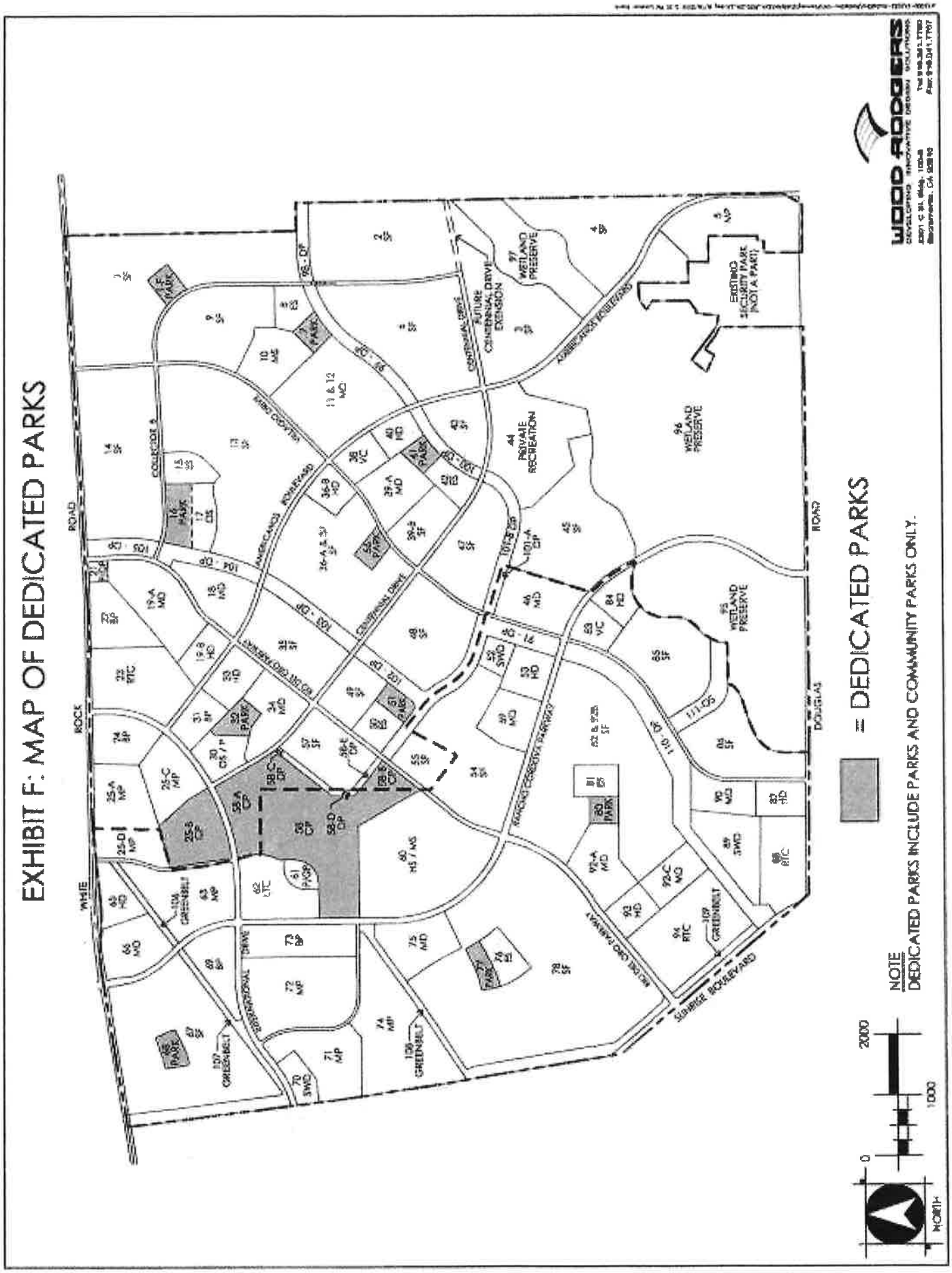


EXHIBIT F: MAP OF DEDICATED PARKS
= DEDICATED PARKS
NOTE
DEDICATED PARKS INCLUDE PARKS AND COMMUNITY PARKS ONLY.
WOOD RODGERS
WHITE ROCK ROAD
DOUGLAS ROAD
SUNRISE BOULEVARD
AMERICANOS BOULEVARD
CENTENNIAL DRIVE
FUTURE CENTENNIAL DRIVE EXTENSION
EXISTING SECURITY PARK (NOT A PART)
PRIVATE RECREATION
WETLAND PRESERVE
NORTH
0
1000
2000

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 (RDOMDSU); 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.

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.

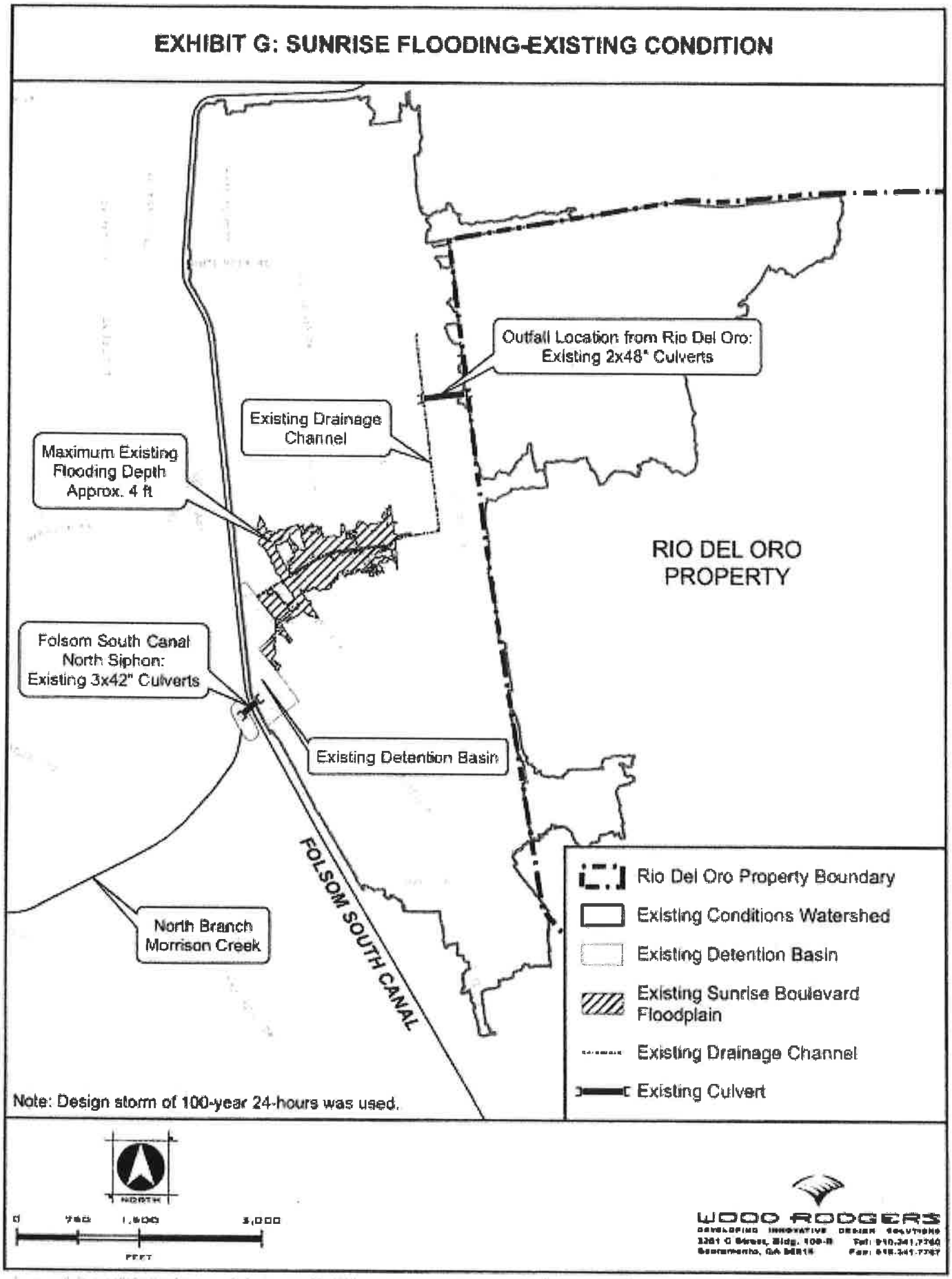


EXHIBIT G: SUNRISE FLOODING-EXISTING CONDITION
Outfall Location from Rio Del Oro: Existing 2x48" Culverts
Existing Drainage Channel
Maximum Existing Flooding Depth Approx. 4 ft
RIO DEL ORO PROPERTY
Folsom South Canal North Siphon: Existing 3x42" Culverts
Existing Detention Basin
FOLSOM SOUTH CANAL
North Branch Morrison Creek
Rio Del Oro Property Boundary
Existing Conditions Watershed
Existing Detention Basin
Existing Sunrise Boulevard Floodplain
Existing Drainage Channel
Existing Culvert
Note: Design storm of 100-year 24-hours was used.
NORTH
0
750
1,500
3,000
FEET
WOOD RODGERS

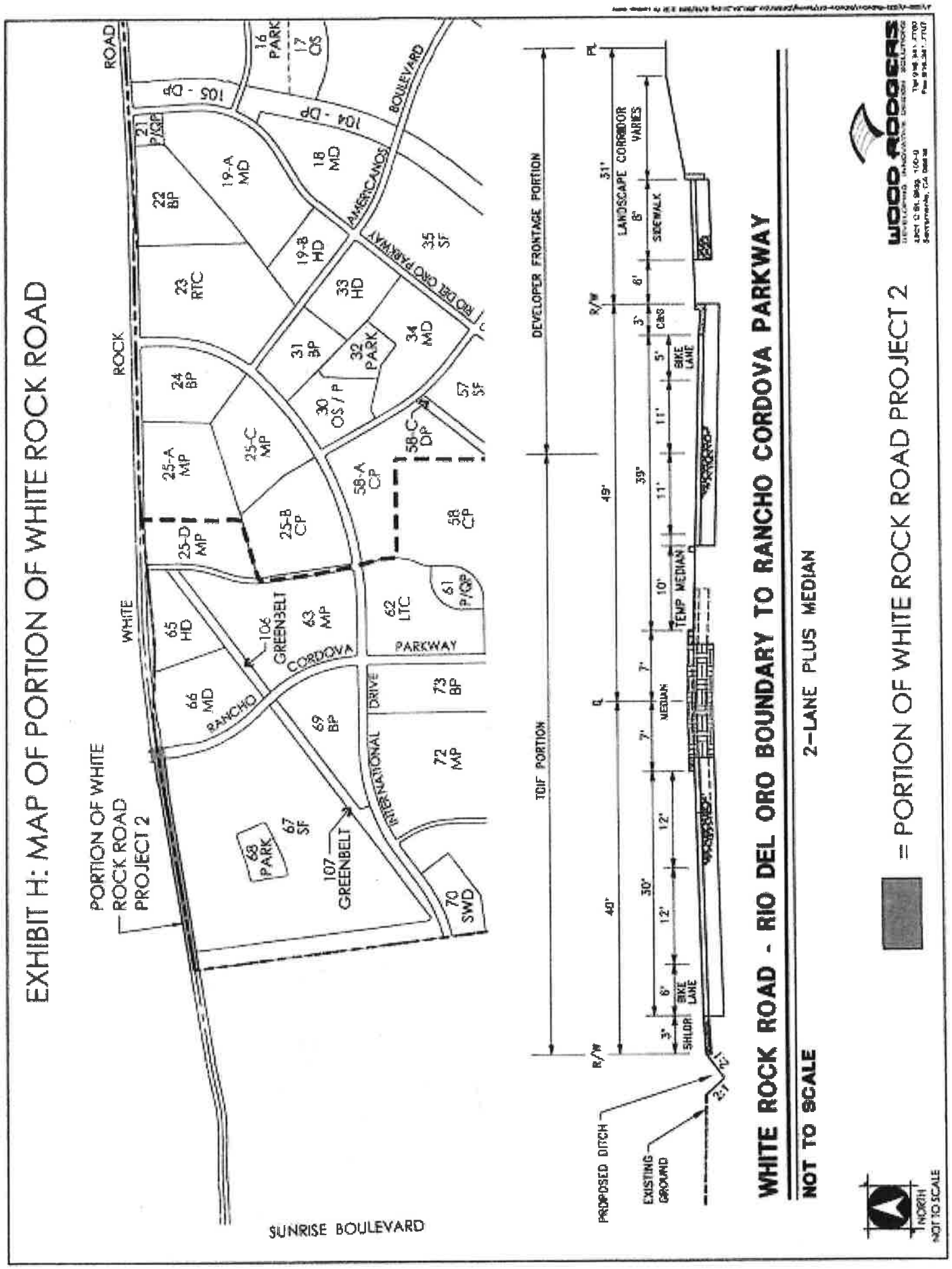


EXHIBIT H: MAP OF PORTION OF WHITE ROCK ROAD
PORTION OF WHITE ROCK ROAD PROJECT 2
SUNRISE BOULEVARD
ROCK ROAD
WHITE ROCK
AMERICANOS BOULEVARD
RIO DEL ORO PARKWAY
CORDOVA PARKWAY
RANCHO CORDOVA
INTERNATIONAL DRIVE
WHITE ROCK ROAD - RIO DEL ORO BOUNDARY TO RANCHO CORDOVA PARKWAY
NOT TO SCALE
2-LANE PLUS MEDIAN
DEVELOPER FRONTAGE PORTION
TDIF PORTION
LANDSCAPE CORRIDOR VARIES
SIDEWALK
BIKE LANE
TEMP MEDIAN
MEDIAN
PROPOSED DITCH
EXISTING GROUND
= PORTION OF WHITE ROCK ROAD PROJECT 2
WOOD RODGERS
NORTH
NOT TO SCALE

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

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.

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]

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: _____

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

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

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.

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:

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:

"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

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

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

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

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

9/30/19

EXHIBIT "A-2"
RIO DEL ORO
FIRST AMENDMENT PROPERTY

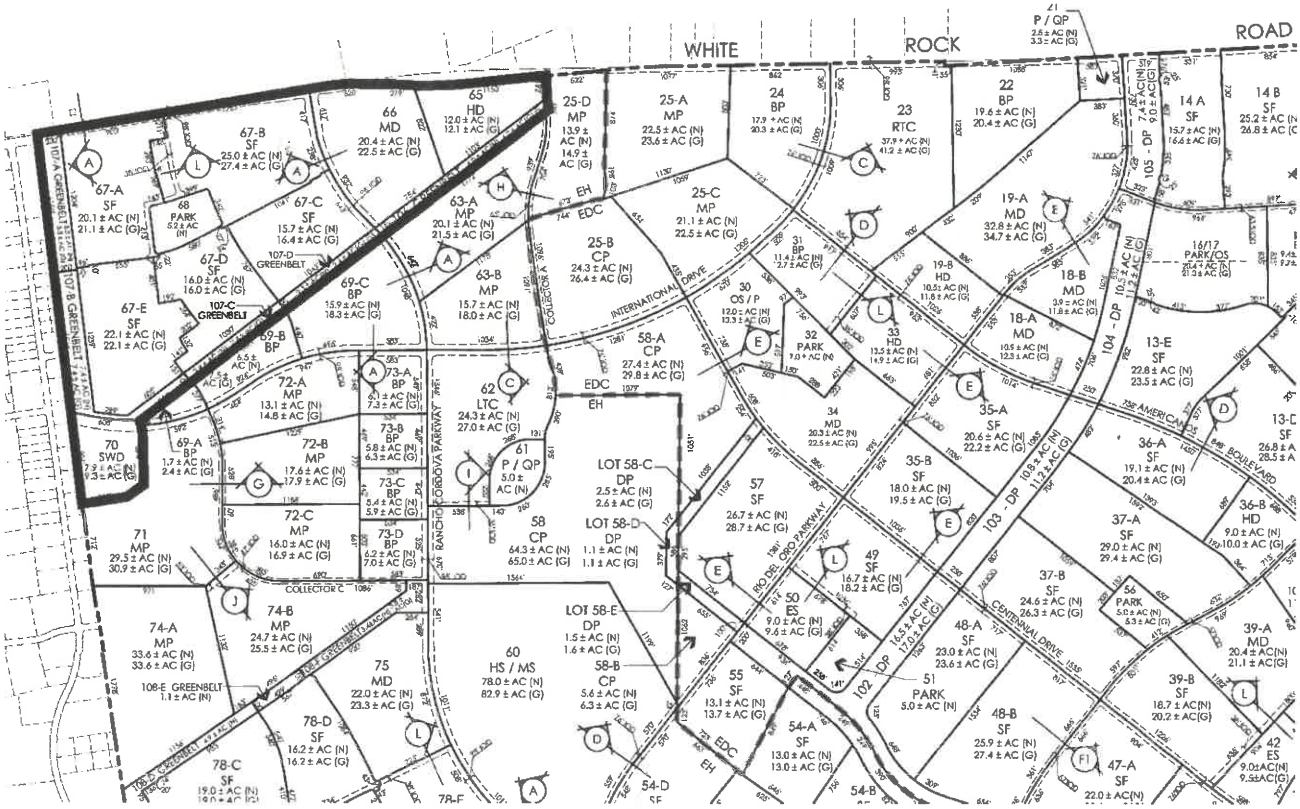


EXHIBIT B

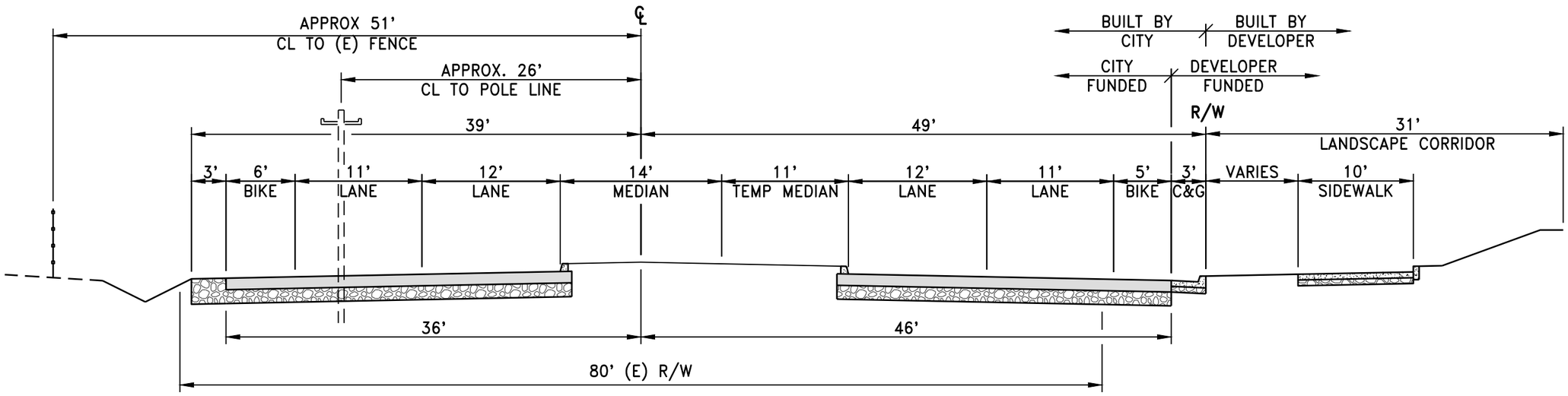
RIO DEL ORO

WHITE ROCK ROAD - PROPOSED SECTION AT RDO

ELLIOTT HOMES

RANCHO CORDOVA CALIFORNIA

SEPTEMBER 23, 2019



FOUR LANE ALTERATIVE

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.776

J:\1000-s\1032-RioDelOro\RioDelOro-Elliott\Civil\Exhibits\EXH-WRR-SECTION.dwg 9/23/2019 11:43 AM Mike Motroni

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

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

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.

"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.

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,

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

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

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:

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.

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.

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
City Attorney

Date:_____, 2019

"LANDOWNER"

ALTA VISTA, LLC,
an Arizona limited liability company

By:_____
Name: Harry C. Elliott, III
Title: President

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

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:

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

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;

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.

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

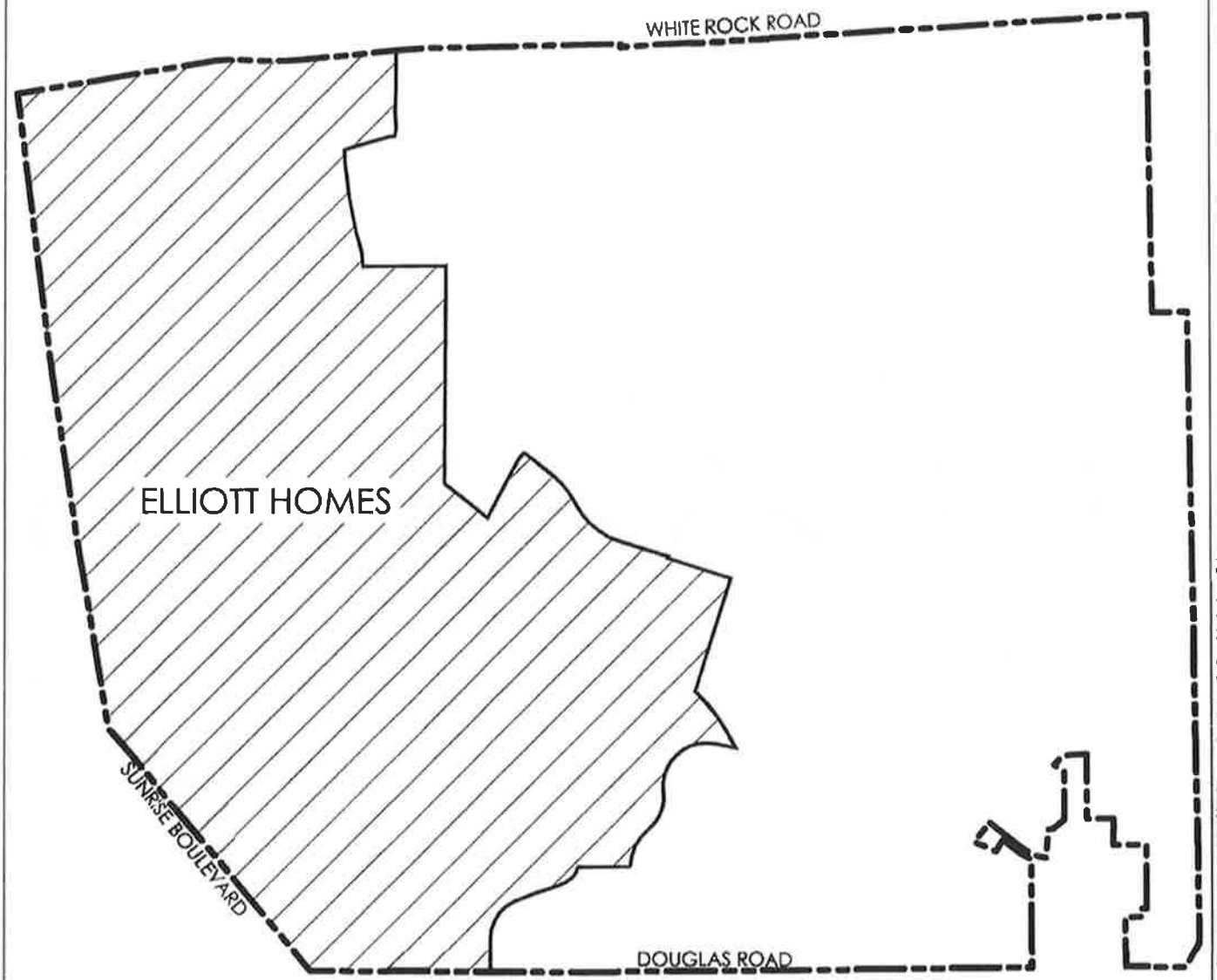
END OF DESCRIPTION

PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT 2: LANDOWNER'S PROPERTY - MAP

RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

RIO DEL ORO PROJECT BOUNDARY

ELLIOTT HOMES PROPERTY

NORTH

0 2,000 1,000 4,000

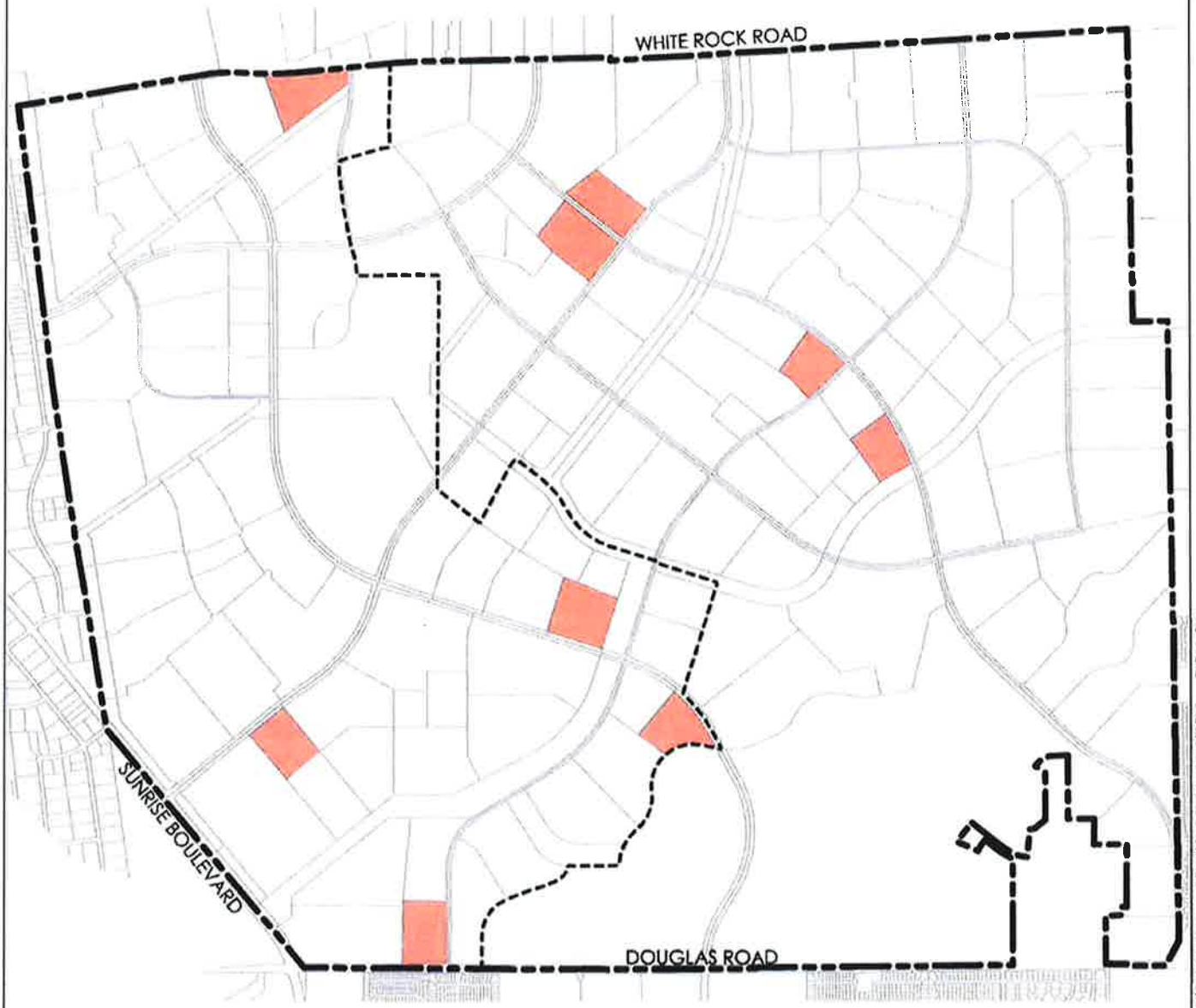
WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SHEET 1 OF 2

EXHIBIT 3: RHNA ACREAGE

RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

RIO DEL ORO PROJECT BOUNDARY

RHNA ACREAGE

NORTH

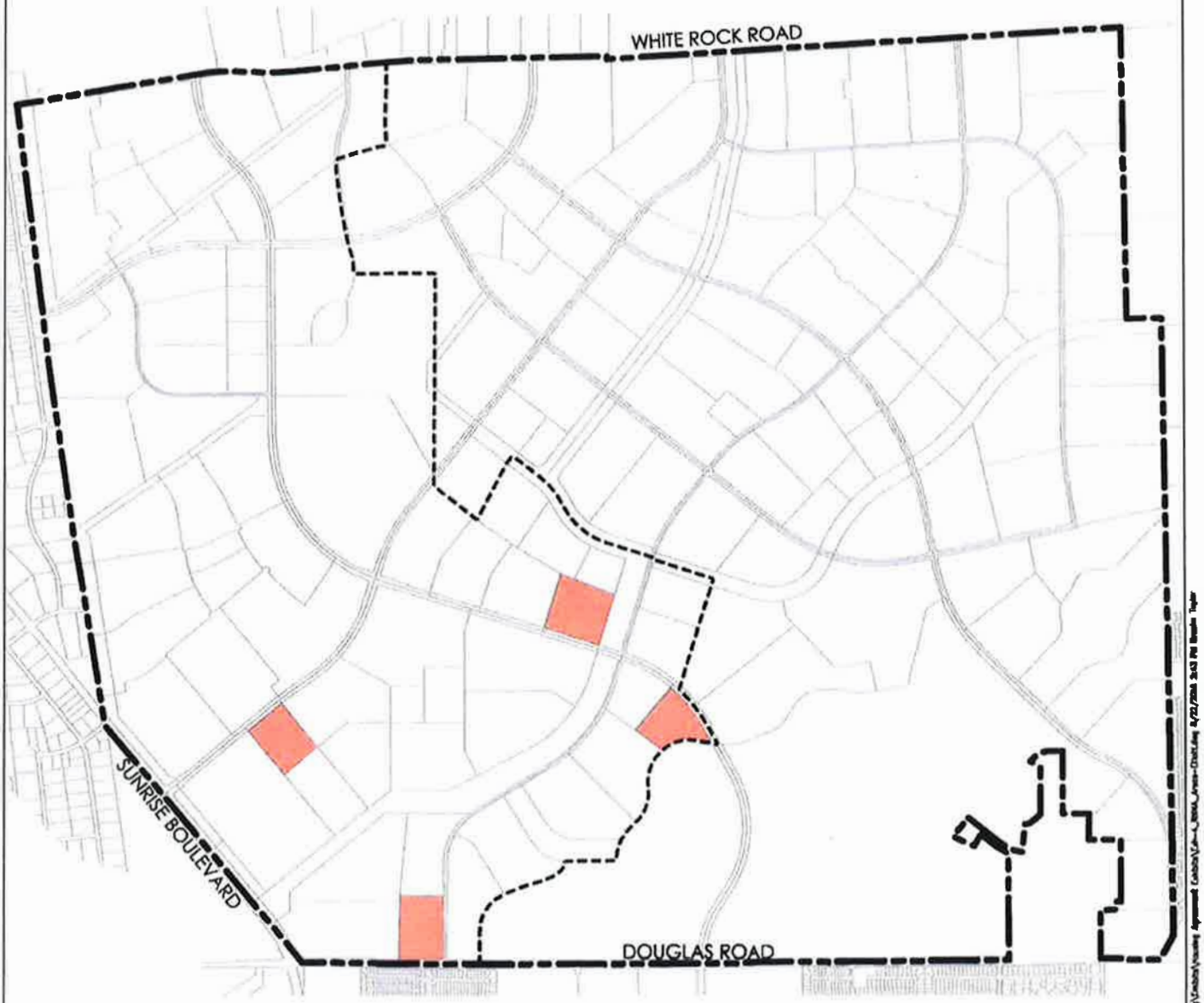
0 2,000 1,000 4,000

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

EXHIBIT 4: IDENTIFIED SITES (ELLIOTT HOMES)

RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

- RIO DEL ORO PROJECT BOUNDARY
- IDENTIFIED SITES

NORTH

0 2,000 1,000 4,000

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
8951 C St, Bldg. 100-B
Sacramento, CA 95818
Tel 916.341.7760
Fax 916.341.7767

SHEET 1 OF 2

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION DECLARING THE RESULTS OF THE MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE ON THE BRADSHAW VILLAGE 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 for the proposed imposition of the annual Stormwater Utility Fee on the Bradshaw Village Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Bradshaw Village Project pursuant to the Fee Ordinance.

BACKGROUND

The City Council previously adopted a Resolution on September 16, 2019 declaring its intention to impose the annual Stormwater Utility Fee ("Fee") pursuant to Ordinance No. 7-2014 on the Bradshaw Village Project. A protest hearing was conducted on October 7, 2019 at which time no written protest was received from the property owner representing a majority of the parcel subject to the Fee. Council then adopted a Resolution authorizing the mailing of a property owner ballot for the purpose of submitting the Fee to a vote of the owners subject to the Fee. Only one parcel is subject to the fee.

The Clerk has tabulated the ballot returned by the property owner for the Bradshaw Village Project. The majority vote of the owner of the parcel approved to impose the annual Fee on the Bradshaw Village Project pursuant to the Ordinance. The Council action tonight is to adopt the Resolution declaring the results of the mail ballot election.

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution - Ballot
3. Exhibit B to the Resolution - City Clerk Certificate

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING THE RESULTS OF A MAIL BALLOT ELECTION RELATING TO THE IMPOSITION OF THE ANNUAL STORMWATER UTILITY FEE ON THE BRADSHAW VILLAGE PROJECT IN THE CITY OF RANCHO CORDOVA

WHEREAS, On September 16, 2019, the City Council adopted a Resolution declaring its intention to impose the Annual Stormwater Utility Fee ("Fee") for the Bradshaw Village Project; and

WHEREAS, Article XIII D of the California Constitution (Proposition 218) requires the City to follow certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Proposition 218); and

WHEREAS, the City has determined that the Fee is a property related fee, subject to the provisions of Proposition 218; and

WHEREAS, before imposing the Fee, the City Council is required to hold a noticed public hearing on a written report (the "Written Report") containing a description of each parcel of real property within the City to which the Fee is applicable and the amount of the Fee for each such parcel for Fiscal Year 2020-2021 and to consider protests to the Fee and, if a majority protest is not received at the public hearing, the Council must submit the question of the imposition of the Fee to a vote of the owners of the property subject to the proposed Fee for approval before the proposed Fee may be levied; and

WHEREAS, in accordance with Proposition 218 the City Council held a duly noticed public hearing on the matter of the Written Report and the proposed Fee on October 7, 2019 and took testimony, both written and oral; and

WHEREAS, having determined a written protest was not received from property owner representing a majority of the parcels subject to the Fee, the City Council adopted a Resolution authorizing the mailing of a property owner ballot (the "Ballot Measure") for the purpose of submitting the Fee to a vote of the owner of parcel subject to the Fee, and subject to approval by a majority vote of the owner of parcel subject to the Fee; and

WHEREAS, pursuant to the terms of Ordinance No. 7-2014 and the unanimous consent of the property owner, the Property Owner Balloting was conducted and completed and the City Clerk has on file a Certificate of the City Clerk as to the Results of the Canvass of the Ballot Return in Connection with the Proposed Stormwater Utility Fee (the "Certificate"), a copy of which is attached hereto as Exhibit B and by this reference incorporated herein.

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

1. The above recitals are true and correct.
2. The Certificate is hereby accepted into the records of the City.

`

3. The Ballot Measure is authorized as set forth in Exhibit A attached hereto and by this reference incorporated herein.
4. The results of the Ballot Measure are as set forth in the Certificate on file with the City Clerk and attached to this Resolution as Exhibit B ("Certificate").
5. The City Clerk is authorized to declare the results of the mail ballot election relating to the imposition of the Stormwater Utility fee on the Bradshaw Village Project.
6. Pursuant to said Certificate, the Ballot Measure submitted was approved by a majority vote of the owner of parcel subject to the Fee, the Fee is hereby imposed pursuant to Ordinance No. 7-2014 on the Bradshaw Village Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 4th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 2
Exhibit A to the Resolution

Rancho Cordova Stormwater Utility Fee – Official Property Owner Ballot

The person completing and submitting this Property Owner Ballot must be the owner of the property identified above or the representative of the owner of such property who is legally authorized to complete and submit this ballot for and on behalf of the owner. The enclosed "Summary of Property Owner Ballot Procedures" has been provided to assist you in filling out the ballot. If there are two or more property owners, only one needs to sign and return the ballot. One ballot will be counted per property.

Assessor's Parcel Numbers: 068-0030-044
Property Address: North of Old Placerville Road Approx. 730' east of Bradshaw Road
Designation: Vacant Land
Total Parcel(s) Area (acres): 5
DMUs: 0
Proposed Max. FY 2019-2020 Annual Fee Amount: $131.64 /

Assessor's Parcel Numbers: 068-0330-044
Owner Name: Bradshaw Village Parc, LLC
Proposed Maximum FY 2019-2020 Annual Fee Amount: $131.64 per DMU

In order to provide the City of Rancho Cordova with a dedicated funding source to repair, reconstruct and maintain the storm drain system and to protect water quality, shall the City impose an annual Stormwater Utility Fee as shown in the Rate Analysis Report, dated 8/7/2014?

☒ **YES** I support the proposed annual Stormwater Utility Fee

☐ **NO** I oppose the proposed annual Stormwater Utility Fee

I hereby declare, under penalty of perjury under the laws of the State of California, that I am the owner, or the authorized representative of the owner, of the parcel identified above. Your ballot will not be counted if you do not sign below.

Vote Here

10-23-2019 DAVID B MATSON DaBMat

Date Printed Name Signature

If approved by a majority of the returned ballots, the proposed maximum annual Storm Drain User Fee rate for FY 2019-2020 will be $131.64 per Drainage Measurement Unit (DMU). The maximum rate per DMU will increase annually by the amount of the increase of the CPI. However, each year the City Council will hold a public hearing and determine the actual rate per DMU that will be charged. At the annual public hearing, the City Council will set the actual rate for the next year, which would be equal to or less than the annual maximum rate. The Council may decide to reduce the rate or set the rate to $0 per DMU in any fiscal year.

Please mark your ballot in ink and return the entire page.

Upon completion, fold the ballot, place it in the addressed, return envelope and seal the envelope. Pursuant to the enclosed instructions, mail the ballot to the address shown on the return envelope, or deliver to the City Clerk at City Hall located at 1:30 Wednesday, October 23, 2019.

Please see the "Summary of Property Owner Ballot Procedures" on the enclosed sheet.

return to:

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

CERTIFICATE OF THE CITY CLERK AS TO

THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

IN CONNECTION WITH THE PROPOSED STORMWATER UTILITY FEE

IN THE CITY OF RANCHO CORDOVA

I, Stacy Leitner, City Clerk of the City of Rancho Cordova, hereby certify that I canvassed the returns of the election in connection with the imposition of an annual stormwater utility fee that the day for the return of mailed ballot, October 25, 2019 The election was concluded on that date and that the total number of ballots cast in said election and the total number of votes cast for and against the ballot measure, as specified below, are full, true and correct.

Total of Ballots Received: 1

Total "Yes" Ballots: 1

Total "No" Ballots: 0

Stacy Leitner, CMC
City Clerk

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Ben Chan, Assistant Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD CONSTRUCTION CONTRACT NO. 164-2019 IN AN AMOUNT NOT TO EXCEED $1,376,954 WITH R&R PACIFIC CONSTRUCTION FOR THE CORDOVA PARK SAFE ROUTES TO SCHOOL PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will authorize the City Manager to execute Contract No. 164-2019 in an amount not to exceed $1,376,954 with R&R Pacific Construction for the Cordova Park Safe Routes to School Project which includes, but is not limited to, construction of sidewalks on Coloma Road, Dolecetto Drive, Ellenbrook Drive, and Malaga Way.

BACKGROUND

The City of Rancho Cordova was awarded a State Active Transportation Program (ATP) Grant for the construction of 1-1/2 miles of new sidewalks that will improve access for students walking to school and residents walking in the neighborhood.

City staff worked closely with stakeholders including residents and school representatives, to design a project that makes the neighborhood more pedestrian friendly. The work to be performed under this contract consists of furnishing all labor, materials, and equipment for construction of new sidewalk and sidewalk ramps, removal and replacement of curb, gutter and sidewalk, drainage improvements, striping and markings along designated areas of Coloma Road, Dolecetto Drive, Ellenbrook Drive, and Malaga Way (see location map).

Bids were solicited on the City's Website, CIPList.com and the Sacramento, Placer and El Dorado County Builders Exchanges on August 29, 2019. Bids for the project were publicly opened on Thursday, September 19, 2019. A total of six bids were received and staff determined R&R Pacific Construction to be the lowest responsive and responsible bidder. The bid summary sheet is provided as Attachment 4.

The lowest responsive and responsible total bid amount was $1,376,954. Staff recommends the award of the construction contract for the total bid amount of $1,376,954 to R&R Pacific Construction.

This project was approved as part of the City's five-year Capital Improvement Program. Environmental review for this project was completed with that approval in 2017.

FISCAL IMPACT

Funding for this project consists of $1,899,000 State ATP Grant; $90,000 Capital Infrastructure Fund, and $520,000 Gas Tax Fund. There is no impact to the City's General Fund.

This project is included in the City's current approved Capital Improvement Plan and in the 2019/2020 budget.

ATTACHMENTS

1. Resolution
2. Contract No. 164-2019
3. Exhibit A to Contract No. 164-2019 - Bid Form
4. Bid Summary
5. Project 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. 164-2019 IN AN AMOUNT NOT TO EXCEED $1,376,954 WITH R&R PACIFIC CONSTRUCTION FOR THE CORDOVA PARK SAFE ROUTES TO SCHOOL PROJECT

WHEREAS, the City solicited bids for the Cordova Park Safe Routes to School Project under the requirements of state law and publicly opened bids on September 19, 2019; and

WHEREAS, the lowest responsible bidder is R&R Pacific Construction; and

WHEREAS, adoption of this Resolution will award construction Contract No. 164-2019 with R&R Pacific Construction in an amount not to exceed $1,376,954 for the Cordova Park Safe Routes to School Project; and

WHEREAS, the Cordova Park Safe Routes to School Project will construct new sidewalks and sidewalk ramps, removal and replacement of curb, gutters and sidewalks, drainage improvements, striping and markings along designated areas of Coloma Road, Dolecetto Drive, Ellenbrook Drive, and Malaga Way; and

WHEREAS, the contract will consist of $1,899,000 State ATP Grant, $90,000 Capital Infrastructure Fund and $520,000 Gas Tax Fund. The contract does not impact the City's general fund; and

WHEREAS, this project was reviewed under the requirements of the California Environmental Quality Act (CEQA) at the time City adopted its five-year Capital Improvements Program via Council approval of Resolution 48-2019 on June 3, 2019, and it has been determined to be exempt from further review pursuant to CEQA Regulation 15301(c) regarding repairs, maintenance, or minor alterations to "existing facilities," so long as the project only involves negligible or no expansion beyond the current facilities.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 164-2019 in an amount not to exceed $1,376,954 with R&R Pacific Construction and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ATTACHMENT 1

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 2
CONTRACT NO. 164- 2019

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND R&R PACIFIC CONSTRUCTION FOR THE CORDOVA PARK SAFE ROUTES TO SCHOOL PROJECT

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and R&R Pacific Construction ("Contractor") as of November 5, 2019.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for Cordova Park Safe Routes to School Project ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

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

WHEREAS, the notice was published on August 29, 2019 on the CIPList.com and the City of Rancho Cordova website ("Notice"); and

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

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

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

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2016; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 164-2019, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the

supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

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

Section 4. **PAYMENT**. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: ONE MILLION THREE HUNDRED SEVENTY-SIX THOUSAND, NINE HUNDRED FIFTY-FOUR DOLLARS AND NO CENTS **($1,376,954.00)**. Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

Section 8. **PERFORMANCE AND PAYMENT BONDS**. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq. and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. **INDEMNIFICATION.**

9.1 **Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.

9.2 **No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 10. **MISCELLANEOUS PROVISIONS**.

10.1 This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

10.2 **Contract Administration.** This Agreement shall be administered by Ben Chan ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.3 **Notices.** Any written notice to Consultant shall be sent to:

Raul Melendez, President
R&R Pacific Construction
433 2nd Street, Suite 103
Woodland, CA 95695

Any written notice to City shall be sent to:

Ben Chan
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

10.4 **IRS Form W-9.** Contractor 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.

THIS SECTION INTENTIONALLY BLANK

SIGNATURE PAGE FOLLOWING

ATTACHMENT 2
CONTRACT NO. 164- 2019

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

CITY OF RANCHO CORDOVA:

Cyrus Abhar, City Manager

Date

Attest:

Stacy Leitner, CMC
City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

CONTRACTOR:

Raul Melendez, President

Date

Exhibit A

CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

BID FORM

Project No. CP18-2194

Project: CORDOVA PARK SAFE ROUTES TO SCHOOL PROJECT

SUBMIT BID TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

BID OPENING:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

NO LATER THAN: **10:00 a.m.** APPROXIMATELY 10:05 a.m.
DAY OF BID: **September 19, 2019**

TO: City Clerk
City of Rancho Cordova

Name of Bidder: R&R PACIFIC CONSTRUCTION

Business Address: 433 2ND STREET SUITE 103

City, State, Zip Code: WOODLAND CA 95695

Telephone Number: 530-668-7525

Contact Person: RAUL MELENDEZ

The Contractor is encouraged to submit these Bid Forms typed or neatly printed.

CITY OF RANCHO CORDOVA FORMS

CONTRACTORS LICENSE FORM

Project No. **CP18-2194**

Project: CORDOVA PARK SAFE ROUTES TO SCHOOL PROJECT

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall be licensed as a contractor in accordance with the provisions of Division 3, Chapter 9 of the California Business and Professions Code. A bid submitted to the City by a contractor who is not licensed as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly licensed when the contractor submitted his/her bid on this project. In order for the City to verify the license status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's license number, name on the license, classification, and expiration date of the license.

No bid submitted to the City shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the City that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the Business and Professions Code, we do hereby, under Penalty of Perjury, certify that the following contractor's license information is true and correct.

Contractor's License No. 991942 **Expiration Date:** 04/30/2020

Contractor's Classification: CLASS A

R&R PACIFIC CONSTRUCTION
Contractor's Name (Printed)

Bidder's Signature
(Same signature as on Bid Proposal)

09/19/2019
Date

RAUL MELENDEZ
Bidder's Name (Printed)

PRESIDENT
Bidder's Title

CITY OF RANCHO CORDOVA FORMS

DEPARTMENT OF INDUSTRIAL RELATIONS

CONTRACTORS REGISTRATION FORM

Project No. **CP18-2194**

Project: CORDOVA PARK SAFE ROUTES TO SCHOOL PROJECT

Any person or entity submitting a bid on this project to engage in the business or act in the capacity of a contractor shall register as a contractor in accordance with the provisions of the Department of Industrial Relations (DIR). A bid submitted to the City by a contractor who is not registered as set forth above shall be considered non-responsive and shall be rejected by the City.

Before awarding the contract for this project, the City must verify that the contractor was properly registered when the contractor submitted his/her bid on this project. In order for the City to verify the registration status of a contractor, the contractor, at the time he/she submits his/her bid for the project, shall provide in writing to the City his/her contractor's registration number, name on the registration, and expiration date of the registration.

No bid submitted to the City shall be invalidated by the failure of the bidder to be registered in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. Any bidder or contractor not so registered shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the DIR. Failure of the bidder to obtain proper and adequate registration for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

CERTIFICATION

In accordance with the DIR, we do hereby, under Penalty of Perjury, certify that the following contractor's registration information is true and correct.

Contractor's Registration No.	100003653	**Expiration Date:**	06/30/2020
Subcontractor's Registration No.	1000000235	**Expiration Date:**	06/30/2020
Subcontractor's Registration No.	1000022208	**Expiration Date:**	06/30/2020
Subcontractor's Registration No.		**Expiration Date:**	
Subcontractor's Registration No.		**Expiration Date:**	

R&R PACIFIC CONSTRUCTION
Contractor's Name (Printed)

09/19/2019
Date

Bidder's Signature
(Same signature as on Bid Proposal)

RAUL MELENDEZ
Bidder's Name (Printed)

PRESIDENT
Bidder's Title

BID SCHEDULE

The following quantities are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Director of Public Works. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

CORDOVA PARK SAFE ROUTES TO SCHOOL PROJECT					
CITY OF RANCHO CORDOVA					
BASE BID SCHEDULE					
Item NO.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**
1	Traffic Control Plan	1	LS	$45,000	$45,000
2	Storm Water Erosion Sediment Control Plan	1	LS	$13,500	$13,500
3	Abandon Existing Storm Drain Inlet Laterals	6	EA	$900	$5,400
4	Clearing and Grubbing	1	LS	$25,000	$25,000
5	Tree Root Removal and Root Control Barrier	200	LF	$28	$5,600
6	Reconstruct Landscape - Tier 1	82	EA	$1,200	$98,400
7	Reconstruct Landscape - Tier 2	19	EA	$1,800	$34,200
8	Remove Tree	37	EA	$950	$35,150
9	Remove Chainlink Fence and/or Gate	230	LF	$25	$5,750
10	Relocate Sign	17	EA	$250	$4,250
11	Remove PCC Curb	310	LF	$15	$4,650
12	Remove Catch Basin and Replace with Drainage Inlet Type F	2	EA	$8,500	$17,000
13	Remove and Replace PCC Curb and Gutter, Type 1A	550	LF	$15	$8,250
14	Remove PCC Sidewalk, Driveway and Conform	23,010	SF	$1.75	$40,267.50
15	Relocate Fence	465	LF	$55	$25,575
16	Remove and Replace Type B Storm Drainage Drop Inlet	6	EA	$8500	$51,000
17	Roadway Excavation and Grading **[F]**	1,175	CY	$75	$88,125
18	Class 2 Aggregate Base	757	CY	$60	$45,420
19	Type "A" Asphalt Concrete (Curb ramps, and Curb & Gutter)	56	TON	$160	$8,960
20	Slurry Seal (Type 2)	1,410	SQYD	$16.50	$23,265

21	Install Sign	17	EA	$350	$5,950
22	Install Wood Fence - 6'	92	LF	$75	$6,900
23	Storm Drain Inlet Laterals (12")	245	LF	$115	$28,175
24	Under Sidewalk Drain	2	EA	$1,200	$2,400
25	PCC Curb and Gutter, Type 2	115	LF	$35	$4,025
26	PCC Curb Type 3	940	LF	$28	$26,320
27	PCC Curb Type 4A	630	LF	$28	$17,640
28	3'x4' Detectable Warning Surface	15	EA	~~$5,250~~ $350	$5,250
29	2'x4' Detectable Warning Surface set in PCC	1	EA	$250	$250
30	2'x5' Detectable Warning Surface set in PCC	1	EA	$275	$275
31	2'x6' Detectable Warning Surface set in PCC	6	EA	$350	$2,100
32	Stamped and Colored Concrete Median Paving	1,480	SF	$10.50	$15,540
33	PCC Sidewalk	30,590	SF	$8.50	$260,015
34	PCC Sidewalk Curb Ramp	1,030	SF	$11.50	$11,845
35	PCC Driveway Conform	13,990	SF	$13.50	188,865
36	PCC Driveway Conform, Match in Kind	220	SF	$13.50	$2,970
37	Thermoplastic Traffic Stripe	636	LF	$6.50	4,134
38	Thermoplastic Pavement Markings	897	SF	$12.50	$11,212.50
39	Yellow Curb Paint with Pavement Markers	350	LF	$9.50	$3,325
40	Signal and Lighting	1	LS	$195,000	$195,000
	TOTAL OF BID PRICE $	$1,376,954			
	TOTAL BASE BID PRICE IN WORDS				
	One Million Three Hundred Seventy Six Thousand Nine Hundred Fifty Four Dollars				

[F] INDICATE FINAL PAY ITEMS

ATTACHMENT 3

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder R&R PACIFIC CONSTRUCTION, proposed subcontractor CPM AND ST FRANCIS, hereby certifies that he has ___, has not X, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not _X_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _X_

If the answer is yes, explain the circumstances in the following space.

ATTACHMENT 3

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, 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 the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Initial R.M

ATTACHMENT 3

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each Bidder shall set forth below the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars ($10,000.00) whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law.

SUBCONTRACTOR (Name & Location)	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
CPM	SLURRY	20,797.50
ST FRANCIS	ELECTRICAL	195,000

R&R PACIFIC CONSTRUCTION
Contractor's Name (Printed)

09/19/2019
Date

Bidder's Signature
(same signature as on Bid Proposal)

RAUL MELENDEZ
Bidder's Name (Printed)

PRESIDENT
Bidder's Title

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for 6 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 14 years.

The Bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated, and to whom reference is made:

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
2017	PAVEMENT, CONCRETE AND UTILITIES	$918,322	QUICK QUACK
2018	CONCRETE, PAVEMENT, UTILITIES	$1,825,597	CITY OF OAKLEY
2019	CONCRETE, PAVEMENT AND UTLITIES	$1,354,635	CITY OF OAKLEY

The following is a list of plant and equipment owned by the Bidder, which is definitely available for use on the proposed work as required.

Quantity	Name, Type and Capacity	Condition	Location

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

R&R PACIFIC CONSTRUCTION
Contractor's Name (Printed)

Bidder's Signature
(same signature as on Bid Proposal)

09/19/2019
Date

RAUL MELENDEZ
Bidder's Name (Printed)

PRESIDENT
Bidder's Title

Accompanying this proposal is BIDDERS BOND

(NOTICE: INSERT THE WORDS "CASH($_____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.*

CORPORATION, LEGAL NAME IS R&R PACIFIC CONSTRUCTION

PRESIDENT- RAUL MELENDEZ SECRETARY- RAUL MELENDEZ CFO - MARIA MELENDEZ

Licensed in conformance with an act providing for the registration of Contractors

License No. 991942 Classification(s) A

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

ADDENDUM #1 DATED 9-13-2019

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 09/19/2019

Sign Here

RAUL MELENDEZ, PRESIDENT

Signature and Title of Bidder

Business Address 433 2ND STREET SUITE #103, WOODLAND CA 95695

Place of Business 433 2ND STREET SUOTE #103, WOODLAND CA 95695

Place of Residence 25803 CRAIG ST ESPARTO CA 95627

ATTACHMENT 3
Bond No.: CMGB0005773

CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND

We, **R&R Pacific Construction dba R&R Excavation**

as Principal, and

Argonaut Insurance Company, c/o CMGIA - 20335 Ventura Blvd, Suite 426, Woodland Hills, CA 91364
as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for **Cordova Park Safe Routes To School**

Project, Project No. CP18-2194
(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at **City of Rancho *** *(Insert place where bids will be opened)* on **September 19, 2019** *(Insert date of bid opening)*

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: **September 16**, 20 **19**.

R&R Pacific Construction dba R&R Excavation

Principal

Argonaut Insurance Company
Surety

By _____
Attorney-in-fact
Stephanie Hope Shear

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this day of _____ in the year 20__ before me_____, personally appeared _____, personally known to me (or to me on
Attorney-in-fact
the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

See Attached Document
Notary Public

*** Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95760**

ATTACHMENT 3
Premium: $0.00

Bond No.: CMGB0005773

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Argonaut Insurance Company

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. MEEKS
Notary Public, State of Texas
Comm. Expires 07-15-2021
Notary ID 557902-8

Kathleen M. Meeks
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 16th day of September, 2019.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of LOS ANGELES)

On SEP 16 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared STEPHANIE HOPE SHEAR,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

SHIRLEY GIGGLES
Notary Public - California
Los Angeles County
Commission # 2163817
My Comm. Expires Sep 7, 2020

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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CITY OF RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS

SAMPLE PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The City of Rancho Cordova, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____dollars ($ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fix by the court.
This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

_____

_____
Principal

_____
Surety **(SEAL)**

_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this day of _____ in the year 20__ before me_____, personally appeared _____, personally known to me (or to me on
Attorney-in-fact
the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

_____
Notary Public

ATTACHMENT 3

CITY OF RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS

SAMPLE PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the City of Rancho Cordova, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Rancho Cordova in the sum of $ _____ dollars ($ _____), to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City of Rancho Cordova, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____

_____

_____

_____

_____

_____

_____

_____

Contractor

_____

Name of Surety **(SEAL)**

_____

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City Rancho Cordova

On this day of _____ in the year 20__ before me_____, personally appeared _____, personally known to me (or to me on
Attorney-in-fact
the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

_____

Notary Public

CITY RANCHO CORDOVA - DEPARTMENT OF PUBLIC WORKS

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Initial

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, 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 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 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Initial _____

SAMPLE CONTRACT

(Available upon request)

September 13, 2019

CORDOVA PARK SAFE ROUTES TO SCHOOL PROJECT

CITY OF RANCHO CORDOVA

PROJECT NO. CP18-2194

ADDENDUM NO. 1

TO ALL PROSPECTIVE BIDDERS:

Please incorporate the following revisions as part of the contract documents for subject project. Any workmanship and/or materials involved shall be as set forth in the original drawings and/or specifications unless otherwise directed herein.

ITEM	PAGE OR DRAWING	LOCATION AND DESCRIPTION OF CHANGE
1.	Spec–Page 88	Sample Contract attached.

Please note: Bid date and time remain unchanged. Sealed Proposals will be received at the office of the City Clerk, City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, up to the hour of 10:00 A.M. on Thursday, September 19, 2019.

END OF ADDENDUM

Ben Chan
Assistant Civil Engineer

Albert Stricker
Director of Public Works

ATTACHMENT 3

BID FORM CHECKLIST

BID FORM	☑
CONTRACTORS LICENSE FORM	☑
CONTRACTORS REGISTRATION FORM	☑
BID SCHEDULE	☑
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	☑
PUBLIC CONTRACT CODE	☑
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT	☑
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE	☑
PUBLIC CONTRACT CODE 10232 STATEMENT	☑
DESIGNATION OF SUBCONTRACTORS	☑
EXPERIENCE/QUALIFICATIONS STATEMENT	☑
SAMPLE BIDDER'S BOND	☑
SAMPLE PAYMENT BOND	☑
SAMPLE PERFORMANCE BOND	☑
SAMPLE PERFOMANCE BOND	☑
NON-COLLUSION AFFIDAVIT	☑
DEBARTMENT AND SUSPENSION CERTIFICATION	☑
ADDENDUM (S)	☑

*** All Addendums must be returned and either signed or initialed for proof of acknowledgment.**

Cordova Park Safe Route to School Project - CP18-2194 - Bid Summary

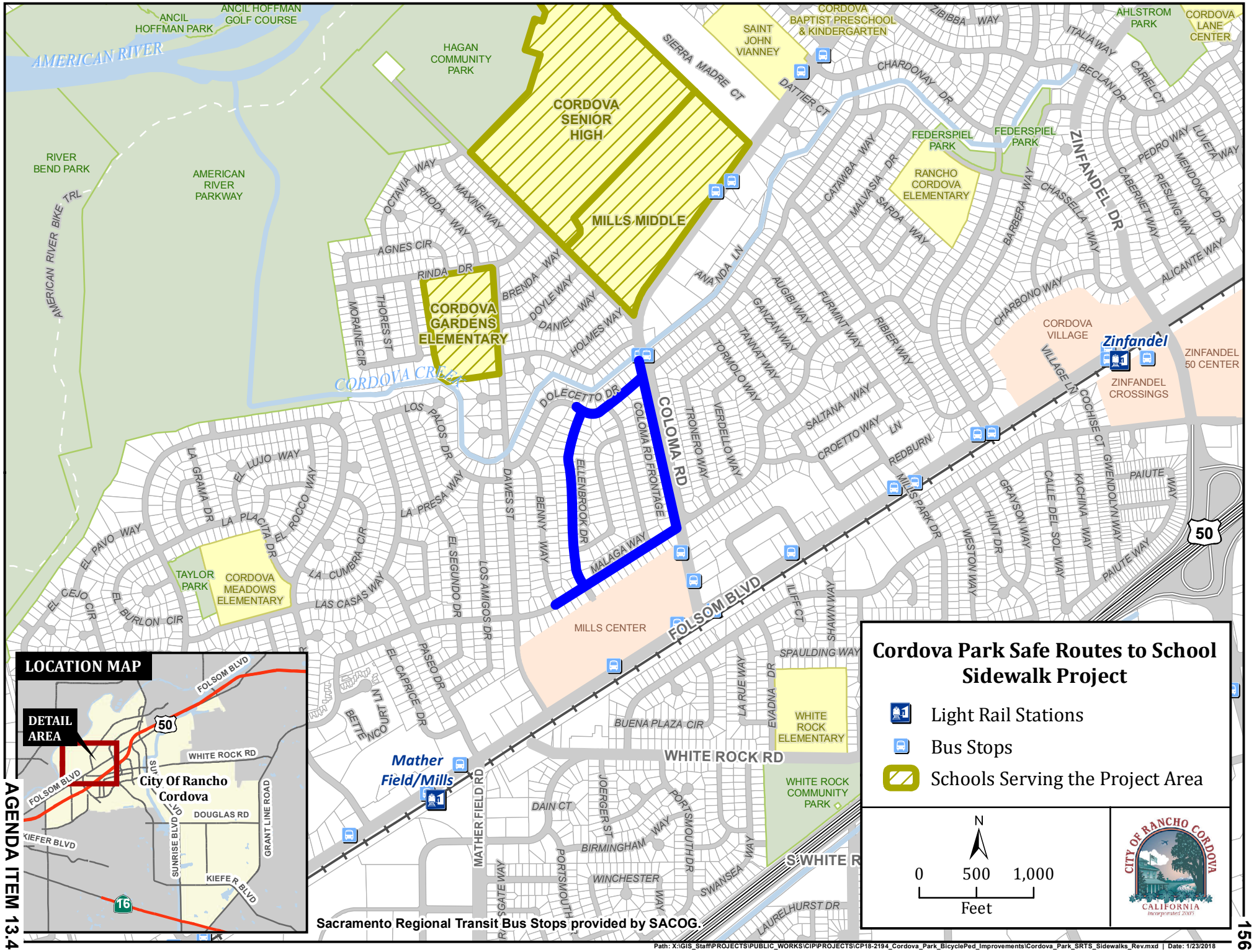
Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
September 19, 2019 at 10:00 am

	Contractor	Base Bid Amount	Proposal Signed	Contractors License	DIR Contractors Registration	Bid Schedule	Equal Employment Opportunity	Public Contract Code	Designation of Subs	Experience/Qualifications Statement	Bidder's Bond	Non-Collusion	Debarment and Suspension Certification	Addendum 1
A	R&R Pacific Construction	$1,376,954.00	X	X	X	X	X	X	X	X	X	X	X	X
B	FBD Vanguard Construction	$1,525,651.00	X	X	X	X	X	X	X	X	X	X	X	X
C	Martin General Engineering	$1,552,563.00	X	X	X	X	X	X	X	X	X	X	X	X
D	Sierra National Construction, INC.	$1,609,769.00	X	X	X	X	X	X	X	X	X	X	X	X
E	B&M Builders	$1,875,437.52	X	X	X	X	X	X	X	X	X	X	X	X
F	Central Valley Engineering & Asphalt	$1,890,117.50	X	X	X	X	X	X	X	X	X	X	X	X
G														
H														
I														
J														
K														
L														
M														

Attendees:
Kelly Thompson, Deputy City Clerk
Ben Chan, Public Works

Kelly Thompson, Deputy City Clerk

Date 9/24/2019


ANCIL HOFFMAN PARK
ANCIL HOFFMAN GOLF COURSE
AMERICAN RIVER
HAGAN COMMUNITY PARK
SAINT JOHN VIANNEY
CORDOVA BAPTIST PRESCHOOL & KINDERGARTEN
AHLSTROM PARK
CORDOVA LANE CENTER
CORDOVA SENIOR HIGH
MILLS MIDDLE
RIVER BEND PARK
AMERICAN RIVER PARKWAY
AMERICAN RIVER BIKE TRL
FEDERSPIEL PARK
RANCHO CORDOVA ELEMENTARY
ZINFANDEL DR
CORDOVA GARDENS ELEMENTARY
CORDOVA CREEK
CORDOVA VILLAGE
Zinfandel
ZINFANDEL 50 CENTER
ZINFANDEL CROSSINGS
COLOMA RD
COLOMA RD FRONTAGE
TAYLOR PARK
CORDOVA MEADOWS ELEMENTARY
MILLS CENTER
FOLSOM BLVD
WHITE ROCK ELEMENTARY
WHITE ROCK RD
WHITE ROCK COMMUNITY PARK
Mather Field/Mills
MATHER FIELD RD
S WHITE R
50
16
LOCATION MAP
DETAIL AREA
City Of Rancho Cordova
Cordova Park Safe Routes to School Sidewalk Project
Light Rail Stations
Bus Stops
Schools Serving the Project Area
N
0
500
1,000
Feet
CITY OF RANCHO CORDOVA
CALIFORNIA
Sacramento Regional Transit Bus Stops provided by SACOG.
Path: X:\GIS_Staff\PROJECTS\PUBLIC_WORKS\CIP\PROJECTS\CP18-2194_Cordova_Park_BicyclePed_Improvements\Cordova_Park_SRTS_Sidewalks_Rev.mxd | Date: 1/23/2018

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

FROM: June Cowles, Senior Planner

SUBJECT: **T-MOBILE ANTENNA ADDITION CONDITIONAL USE PERMIT AMENDMENT; PROJECT NO. DD9881 – LOCATED AT 10653 COLOMA ROAD**

PROPERTY OWNER:	**APPLICANT/DEVELOPER:**
Song Family Revocable Trust 10669 Coloma Road Rancho Cordova, CA 95670	T-Mobile 1 Park Place, Suite #300 Dublin, CA 94568 Global Signal Acquisition PO Box 277455 Atlanta, GA 30384

PROJECT:	The applicant is requesting a Conditional Use Permit Amendment for the following; • Extend height by 10 feet of an existing pole from 60 feet to 70 feet • Install 9 new antennas. Antennas will extend 5 feet beyond the proposed monopole height for an overall increase height of 15 feet. • Install 6 new Remote Radio Head (RRH) antennas. • Addition of 310 square feet of ground area for corresponding ground equipment within a wall area.
FILE:	DD9881
LOCATION:	10653 Coloma Road
APN:	056-0222-021-0000
PLANNER:	June Cowles, Senior Planner

RECOMMENDATION

The applicant is requesting the proposed project be continued from the November 4, 2019 City Council meeting to the December 16, 2019 City Council meeting for additional time to address the concerns of the Council and order additional information.

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney and Brenda Roach, Human Resources Manager

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A 5% PERFORMANCE INCENTIVE PAYMENT FOR CYRUS ABHAR FOR SERVICE AS CITY MANAGER**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize payment of the 5% performance incentive payment to City Manager Cyrus Abhar.

BACKGROUND

Cyrus Abhar has served as the City Manager for the City of Rancho Cordova since November 2, 2015. Following City Council closed sessions to evaluate Mr. Abhar's performance and to negotiate his salary and benefits package, Council unanimously agreed that the City Manager's overall performance in 2019 was "outstanding".

Consistent with the terms of the City's employment agreement with the City Manager, the Resolution before the City Council approves the 5% performance incentive payment based on the City Council's conclusion that Mr. Abhar has displayed outstanding performance and succeeded in achieving the specific objectives previously established by the City Council.

Before taking final action, the City Council will orally report a summary of the recommended actions on City Manager pay and benefits during this open session of a regular council meeting.

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, REGARDING THE PERFORMANCE EVALUATION FOR CYRUS ABHAR FOR SERVICE AS CITY MANAGER

WHEREAS, Cyrus Abhar has served as City Manager for the City of Rancho Cordova since November 2, 2015; and

WHEREAS, the City Council approved an amended and restated employment agreement ("Agreement") with Cyrus Abhar ("City Manager") on November 5, 2018; and

WHEREAS, Section II(A)(1) of his Agreement allows up to a 5% performance incentive benefit, in addition to his salary; and

WHEREAS, the City Council conducted a performance evaluation of City Manager in closed session at its October 15, 2019 and subsequently met in closed session at its regular October 21, 2019 meeting to discuss labor negotiations related to the Agreement; and

WHEREAS, on October 21, 2019, it was reported out of closed session that the City Council unanimously agreed that the City Manager's overall performance in 2019 was "outstanding"; and

WHEREAS, following the performance review and labor negotiations, the Council directed that an item be placed on the next City Council agenda for the Council to consider awarding the City Manager the maximum performance incentive pay available for 2019 based on his performance, as demonstrated by his success in meeting the specific objectives established by the City Council following its 2018 performance evaluation of the City Manager.

NOW THEREFORE BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA resolves that City Manager, Cyrus Abhar, shall be awarded a 5% performance incentive for his outstanding 2019 performance in the amount of $12,907.62.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 4th day of November 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTACHMENT 1

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Sr. Finance Analyst

SUBJECT: **A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF RANCHO CORDOVA GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1, APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution will authorize the sale of the final series of Special Tax Bonds (the "Bonds") for and on behalf of Grantline 208 Community Facilities District No. 2018-1 for the purpose of providing money for the acquisition and construction of improvements, and the payment of certain development impact fees related to the project, within the Community Facilities District.

BACKGROUND

Grantline 208 Community Facilities District No. 2018-1 ("CFD 2018-1") or (the "District") was formed in 2018 to assist in the financing of the acquisition and construction of certain public facilities and payment of certain fees within the Grantline 208 project. Through various City Council actions, the City Council has declared the necessity to incur bonded indebtedness in a maximum principal amount not to exceed $35,000,000 and set an annual appropriations limit of $6,100,000.

Based on the current status of the property within the District, the appraisal estimates the value of the property within the District at approximately $30.3 million. This has created an opportunity for the District to issue special tax bonds. Based on the expected par amount of $7.1 million, the property value compared to bonded debt lien would exceed the required 4:1 value to lien requirement, which is consistent with prior special tax bonds issued within the City.

The financing-related resolution approves the sale of the Bonds in an amount not to exceed $8 million, approves a Fiscal Agent Agreement, approves the Preliminary Official Statement, approves the Bond Purchase Agreement, the Joint Community Facilities Agreement, and

authorizes related documents on behalf of the District. Descriptions of these documents are as follows:

Fiscal Agent Agreement: The Fiscal Agent Agreement allows U.S. Bank to act on behalf of the City to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds, and the administration and payment of the Bonds.

Bond Purchase Agreement: The Bond Purchase Agreement is a legally binding document between the issuer (City on behalf of the District) and an underwriter (Piper Jaffray & Co.) establishing the terms of the Bond sale. After the issuer delivers the Bonds to the underwriter and the underwriter pays the issuer for them, the underwriter will put the Bonds on the market at the price and yield established during the Bond pricing call, currently scheduled for the week of November 18th, and investors will purchase the Bonds from the underwriter.

Preliminary Official Statement: The preliminary Official Statement is a document that serves as the prospectus for the Bonds. It is the disclosure document relied on by Bond investors that details the underlying security for the Bonds and all associated investment risks. The Official Statement is the offering document used by the underwriter to market the Bonds and indicated how investors in the Bonds will be repaid.

Joint Community Facilities Agreement: The Joint Community Facilities Agreement (JCFA) will allow CFD 2018-1 to finance facilities within the District that are to be owned and operated by a public agency other than the agency that created the District. In this case, the City is the forming agency and Cordova Recreation and Park District (CRPD is the other public agency. Approval of the JCFA will allow the developers to use the bond proceeds from CFD 2018-1 to finance park facilities which will benefit the District. This Agreement is tentatively scheduled to be approved by the CRPD Board on November 14th.

If the City Council approves this financing, staff will work with the Bond finance team to determining the final Bond sizing, and the preliminary Official Statement will be finalized and posted electronically for investors to review. Assuming the market remains stable, the City; NHA Advisors, LLC, the City's Municipal Advisor; and Piper Jaffray, Co., the bond underwriter, will hold a pre-pricing call the week of November 11th to review bond market conditions and the preliminary interest rates, after which, the Bonds will be sold. An authorized officer will then execute, on behalf of the City, a Bond Purchase Agreement with Piper Jaffray, Co., finalizing the bond interest rates and setting the delivery date, which is anticipated to occur the week of December 2nd.

FISCAL IMPACT

The Special Tax Bonds are secured solely by the Special Taxes levies within the District and are not a debt of the City's General Fund. Costs of issuance are payable solely from Bond proceeds.

In accordance with Government Code 5852.1, the following information consists of estimates of certain costs and charges for the Bonds that have been provided by NHA Advisors, LLC, the City's municipal advisor, which has been represented by such party to have been provided in good faith: (1) estimated true interest cost of the Bonds: 4.11%; (2) estimated finance charge of the Bonds (sum of all fees and charges paid to third parties): $403,000; (3) estimated amount of proceeds of the Bonds received by the City (net of finance charges, reserves and capitalized

interest, if any): $7,060,000; and (4) estimated total payment amount (sum total of all payments to pay debt service on the Bonds plus the finance charge not paid with proceeds of the Bonds) calculated to the final maturity of the Bonds: $13,990,000.

ATTACHMENTS

1. Resolution
2. Fiscal Agent Agreement
3. Bond Purchase Agreement
4. Preliminary Official Statement
5. Joint Community Facilities Agreement

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2019

A RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX BONDS FOR AND ON BEHALF OF THE CITY OF RANCHO CORDOVA GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1 APPROVING AND DIRECTING THE EXECUTION OF A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF PRELIMINARY OFFICIAL STATEMENT, APPROVING SALE OF SUCH BONDS, AND APPROVING OTHER RELATED DOCUMENTS AND ACTIONS

WHEREAS, the City Council has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to form the Grantline 208 Community Facilities District No. 2018-1 (the "CFD"), to authorize the levy of special taxes upon the land within the CFD, and to issue bonded indebtedness secured by said special taxes for the purpose of providing moneys for the construction and acquisition of improvements, and the payment of certain fees, authorized for the CFD; and

WHEREAS, on October 1, 2018, the City Council, as legislative body of the CFD, and the qualified electors of the CFD, authorized the issuance of bonded indebtedness for the CFD in the maximum principal amount of not to exceed $35,000,000 (excluding bonds described in Section 53364.2(e) of the Act) (the "Authorization") and the City now desires to issue the first series of special tax bonds pursuant to the Authorization; and

WHEREAS, there has been submitted to the City Council a Fiscal Agent Agreement, between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent Agreement"), providing for the issuance of a first series of special tax bonds of the City for the CFD, designated as the "City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Series 2019" (the "Bonds"), and the City Council, with the aid of City staff, has reviewed the Fiscal Agent Agreement and found it to be in proper order for the purpose intended, and now desires to approve the Fiscal Agent Agreement and the issuance of the Bonds; and

WHEREAS, the City proposes to sell the Bonds to Piper Jaffray & Co., as underwriter (the "Underwriter"), pursuant to the terms of a Bond Purchase Agreement (the "Bond Purchase Agreement") by and between the City and the Underwriter, and the Underwriter proposes to offer the Bonds to the investing public by means of a Preliminary Official Statement (the "Preliminary Official Statement"); and

WHEREAS, there has been placed on file with the City Clerk a form of a Joint Community Facilities Agreement by and between the City, for and on behalf of the CFD and the Cordova Recreation and Park District (CRPD) (the "Joint Community Facilities Agreement") providing for certain CFD authorized facilities to be acquired by CRPD pursuant to Section 53316.2 of the Act, and the City Council, with the assistance of staff, has reviewed the Joint Community Facilities Agreement and found it to be in proper order, and now desires to approve such agreement; and

WHEREAS, the information required to be obtained and disclosed with respect to the Bonds in accordance with Government Code Section 5852.1 is set forth in the staff report accompanying this Resolution; and

WHEREAS, all conditions, things and acts required to exist and to have been performed precedent to and with respect to the issuance of the Bonds and the levy of the special taxes securing the Bonds, as contemplated by this resolution and the Fiscal Agent Agreement, have happened and exist as required by the laws of the State of California, including the Act, and the actions to be performed in due time for the issuance of the Bonds conform in form and manner to the applicable laws of the State of California, including the Act.

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

SECTION 1. Findings. This Council finds and determines that (i) it is prudent in the management and development of land in the City and the CFD to issue the Bonds to provide money for the construction and acquisition of improvements, and the payment of certain fees, authorized for the CFD, and (ii) the Bonds and the CFD are substantially in compliance with the City's Statement of Policies and Procedures for Special Assessment and Community Facilities District Debt Financing Programs.

SECTION 2. Law Applicable. For the purposes of these proceedings in and for the CFD, the Act shall be the authority for the issuance of the Bonds.

SECTION 3. Bonds Authorized. Pursuant to the Act, this Resolution and the Fiscal Agent Agreement, the Bonds, in an aggregate principal amount not to exceed $8,000,000, are hereby authorized to be issued. The Bonds shall be executed in the form set forth in, and otherwise as provided in, the Fiscal Agent Agreement. The Bonds shall be dated and executed in the forms, be in the principal amounts, denominations, mature, be payable at the place and in the priorities and bear interest at the rates as set forth in and otherwise as provided in the Fiscal Agent Agreement.

The Bonds shall not be issued unless the value of the real property within the CFD subject to the special tax to pay debt service on the Bonds, based on assessed values and/or an appraisal by an independent appraiser hired by the City for the purpose of determining such value, is at least four times the proposed principal amount of the Bonds proposed to be issued and secured by a special tax levied pursuant to the Act on property within the CFD.

SECTION 4. Fiscal Agent Agreement. The Fiscal Agent Agreement is hereby approved. The date, manner of payment, interest rate or rates, interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Fiscal Agent Agreement, as finally executed. The terms and provisions of the Fiscal Agent Agreement, as finally executed, are incorporated herein by reference as if fully set forth herein.

The City Manager, Deputy City Manager, Administrative Services Director or such other person or persons as any of them may designate (each an "Authorized Officer") are hereby separately authorized and directed to execute and deliver the Fiscal Agent Agreement in substantially the form on file with the City Clerk, with such additions thereto or changes therein as are approved by the Authorized Officer upon consultation with City's bond counsel, and including but not limited to such additions or changes as are necessary or advisable to permit the timely issuance, sale and delivery of the Bonds; provided, however, that no additions or changes shall authorize the issuance of an aggregate principal amount of Bonds which would cause bonds issued for the CFD to be in excess of the Authorization. The approval of such

additions or changes shall be conclusively evidenced by the execution and delivery of the Fiscal Agent Agreement by an Authorized Officer.

SECTION 5. Bond Preparation and Delivery; Sale of the Bonds. The Bonds, when executed, shall be delivered to the fiscal agent for authentication. The fiscal agent is hereby requested and directed to authenticate the Bonds by executing the fiscal agent's certificate of authentication and registration appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to the Underwriter in accordance with written instructions executed on behalf of the City by the Mayor and/or an Authorized Officer, which instructions are hereby authorized, for and in the name and on behalf of the City, to be delivered.

SECTION 6. Covenant to Foreclose. The City hereby covenants, for the benefit of the owners of the Bonds, to commence and diligently pursue to completion any foreclosure action regarding delinquent installments of any amount levied as a special tax for the payment of debt service on the Bonds, said foreclosure action to be commenced and pursued as more completely set forth in the Fiscal Agent Agreement.

SECTION 7. Approval of Preliminary Official Statement. The City Council hereby approves the Preliminary Official Statement in substantially the form presented to the City Council at this meeting. The Authorized Officers are each hereby authorized and directed to execute a final Official Statement (the "Official Statement"), for and in the name and on behalf of the City, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Authorized Officer executing such document upon consultation with the City's bond counsel. The City Council hereby authorizes and directs the Underwriter to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and to deliver copies of the Official Statement to all actual purchasers of the Bonds. The City Council hereby authorizes the delivery of the Preliminary Official Statement and the Official Statement.

The City Council hereby authorizes and directs an Authorized Officer, on behalf of the City, to deem "final," pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement prior to its distribution to prospective purchasers of the Bonds.

SECTION 8. Approval of Purchase Agreement. The City Council hereby approves the Bond Purchase Agreement; provided, however, that the aggregate principal amount of Bonds shall not exceed $8,000,000 or result in an Underwriter's discount in excess of 1.25% of the par amount of the Bonds, or a true interest cost in excess of 5.25%. Subject to the foregoing parameters, an Authorized Officer is hereby authorized and directed to execute the Bond Purchase Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same. The City Council hereby finds and determines that the sale of the Bonds at negotiated sale as contemplated by the Bond Purchase Agreement will result in a lower overall cost.

SECTION 9. Approval of Joint Facilities Agreement. The City Council hereby approves the Joint Community Facilities Agreement in substantially the forms on file with the City Clerk. An Authorized Officer is hereby authorized and directed to execute the Joint Community Facilities Agreement in substantially the form on file with the City Clerk, together with such changes and additions thereto deemed advisable by the Authorized Officer executing the same.

SECTION 10. Actions Authorized. All actions heretofore taken by the officers, employees and agents of the City with respect to the establishment of the CFD and the sale and

issuance of the Bonds are hereby approved, confirmed and ratified, and the Authorized Officers are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this Resolution, and any certificate, agreement, and other document described in the documents herein approved. All actions to be taken by an Authorized Officer as specified herein, may be taken by the Authorized Officer or any designee, with the same force and effect as if taken by such Authorized Officer.

SECTION 11. Effectiveness. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

Jones Hall Draft 10.28.19

FISCAL AGENT AGREEMENT

by and between

CITY OF RANCHO CORDOVA

and

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

Dated as of _____ 1, 2019

Relating to:

$_____
City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
Special Tax Bonds
Series 2019

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EXHIBIT A FORM OF BOND

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is made and entered into and dated as of _____ 1, 2019, by and between the City of Rancho Cordova, California, a municipal corporation and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 (the "District"), and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America with a corporate trust office located in Seattle, Washington, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H :

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 126-2018 of the City Council adopted on October 1, 2018.

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act;

WHEREAS, under the provisions of the Act, on _____, 2019, the City Council of the City adopted its Resolution No. _____-2019 (the "Resolution"), which resolution authorized the issuance of the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Series 2019 to provide moneys for the construction and acquisition of improvements within the District and provided that said issuance would be in accordance with the Act and this Agreement, and authorized the execution hereof;

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the Owners of the Bonds that the City enter into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds authorized to be issued hereunder and the administration and payment of the Bonds; and

WHEREAS, the City has determined that all things necessary to cause the Bonds, when authenticated by the City for the District and issued as in the Act, the Resolution and this Agreement provided to be legal, valid and binding and special obligations of the City for the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the covenants and provisions herein set forth and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

AUTHORITY AND DEFINITIONS STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Agreement. This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

Section 1.02. Agreement for Benefit of Bondowners. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City shall be for the equal benefit, protection and security of the Owners. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement. The Fiscal Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

Section 1.03. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.03 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Acquisition Agreement" means the Funding, Construction and Acquisition Agreement, dated as of [November 1 2019], by and between the City and Lennar Homes of California, Inc., and any amendments thereto.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311 *et seq.* of the California Government Code.

"Additional Bonds" means any series of bonds other than the 2019 Bonds issued pursuant to Section 5.17 hereof.

"Administrative Expense Priority" means (i) for fiscal year 2019-20, $30,000, and (ii) for each subsequent year, an amount equal to the preceding fiscal year's Administrative Expense Priority plus an additional 2% of such amount.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City in carrying out its duties hereunder (including, but not limited to, the levying and collection of the Special Taxes, and the foreclosure of the liens of delinquent Special Taxes) including the fees and expenses of its counsel, an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, any amounts paid by the City from its general funds pursuant to Section 6.02, and all other costs and expenses of the City or the Fiscal Agent incurred in connection with the issuance and administration of the Bonds and/or the discharge of their respective duties hereunder (including, but not limited to, the calculation of the levy of the Special Taxes, foreclosures with respect to delinquent taxes, and the calculation of amounts subject to rebate to the United States) and, in the case of the City, in any way related to the administration of the District. Administrative

Expenses shall include any such expenses incurred in prior years but not yet paid, and any advances of funds by the City under Section 6.02 hereof.

"Administrative Services Director" means the Administrative Services Director, including any acting or interim Administrative Services Director, of the City, or person serving in a similar capacity, or a designee of such person.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds, including any mandatory sinking fund payments, due in such Bond Year.

"*Authorization*" means a principal amount of Bonds not to exceed $35,000,000 (excluding bonds described in Section 53364.2(e) of the Act).

"Authorized Officer" means the City Manager, Deputy City Manager, Administrative Services Director (including any interim official) or any other officer or employee authorized by the City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means any attorney or firm of attorneys acceptable to the City and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established pursuant to Section 4.02(A) hereof.

"Bond Year" means each twelve-month period beginning on September 2 in any year and extending to the next succeeding September 1, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 1, 2020.

"Bonds" means (i) the 2019 Bonds any (ii) Additional Bonds at any time Outstanding under this Agreement and any Supplemental Agreement.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) a day on which banking institutions in the state in which the Principal Office of the Fiscal Agent is located are authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

"City" means the City of Rancho Cordova, California, and any successor thereto.

"Closing Date" means the date upon which there is a physical delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of _____, 2019, by and among the City and Goodwin Consulting Group, Inc., in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Cost of Issuance" means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the Bonds, financial advisor fees, Bond (underwriter's) discount or underwriting fee, legal fees and charges, including bond counsel, charges for execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with the foregoing.

"DTC" means the Depository Trust Company, New York, New York, and its successors and assigns.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Debt Service Account" means the account of the Special Tax Fund by that name established by Section 3.03(A) hereof.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.12.

"District" means the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 formed pursuant to the Resolution of Formation.

"*Fair Market Value*" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment).

(i) Direct general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons; or

(ii) Any of the following obligations of the following agencies of the United States of America: (i) direct obligations of the Export-Import Bank, (ii) certificates of beneficial ownership issued by the Farmers Home Administration, (iii) participation certificates issued by the General Services Administration, (iv) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (v) project notes issued by the United States Department of Housing and Urban Development, and (vi) public housing notes and bonds guaranteed by the United States of America.

"Fiscal Agent" means the Fiscal Agent appointed by the City and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Improvement Fund" means the fund by that name established pursuant to Section 3.04(A) hereof.

"Interest Payment Dates" means March 1 and September 1 of each year, commencing March 1, 2020.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

"Net Maximum Annual Special Taxes" means the largest amount of Special Taxes allowed to be levied for any Bond Year, net of the Administrative Expense Priority.

"Officer's Certificate" means a written certificate of the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes.

"Original Purchaser" means the first purchaser of the Bonds from the City.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.04) all Bonds except (i) Bonds theretofore canceled by

the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City pursuant to the Agreement or any Supplemental Agreement.

"Owner" or *"Bondowner"* means any person who shall be the registered owner of any Outstanding Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Agreement.

"Permitted Investments" means any of the following, to the extent that they are lawful investments for City funds at the time of investment, and are acquired at Fair Market Value (the Fiscal Agent entitled to rely upon investment direction from the City as a certification that such investment constitutes a legal investment):

(i) Federal Securities;

(ii) any of following obligations of federal agencies not guaranteed by the United States of America: (a) debentures issued by the Federal Housing Administration; (b) participation certificates or senior debt obligations of the Federal Home Loan Mortgage Corporation or Farm Credit Banks (consisting of Federal Land Banks, Federal Intermediate Credit Banks or Banks for Cooperatives); (c) bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, bonds of any federal home loan bank established under said act and stocks, bonds, debentures, participations and other obligations of or issued by the Federal National Mortgage Association, the Student Loan Marketing Association, the Government National Mortgage Association and the Federal Home Loan Mortgage Corporation; and bonds, notes or other obligations issued or assumed by the International Bank for Reconstruction and Development;

(iii) interest-bearing demand or time deposits (including certificates of deposit) in federal or State of California chartered banks (including the Fiscal Agent), provided that (a) in the case of a savings and loan association, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such savings and loan association shall be rated in one of the top two rating categories by a nationally recognized rating service, and (b) in the case of a bank, such demand or time deposits shall be fully insured by the Federal Deposit Insurance Corporation, or the unsecured obligations of such bank (or the unsecured obligations of the parent bank holding company of which such bank is the lead bank) shall be rated in one of the top two rating categories by a nationally recognized rating service;

(iv) repurchase agreements with a registered broker/dealer subject to the Securities Investors Protection Corporation Liquidation in the event of insolvency, or any commercial bank provided that: (a) the unsecured obligations of such bank shall be rated in one of the top two rating categories by a nationally recognized rating service, or such bank shall be the lead bank of a banking holding company whose unsecured obligations are rated in one of the top two rating categories by a nationally recognized rating service; (b) the most recent reported combined capital, surplus an undivided profits of such bank shall be not less than $100 million; (c) the repurchase obligation under any such

repurchase obligation shall be required to be performed in not more than 30 days; (d) the entity holding such securities as described in clause (c) shall have a pledged first security interest therein for the benefit of the Fiscal Agent under the California Commercial Code or pursuant to the book-entry procedures described by 31 C.F.R. 306.1 *et seq.* or 31 C.F.R. 350.0 *et seq.* and are rated in one of the top two rating categories by a nationally recognized rating service;

(v) bankers acceptances endorsed and guaranteed by banks described in clause (iv) above;

(vi) obligations, the interest on which is exempt from federal income taxation under Section 103 of the Code and which are rated in the one of the top two rating categories by a nationally recognized rating service;

(vii) money market funds which invest solely in Federal Securities or in obligations described in the preceding clause (ii) of this definition, or money market funds which are rated in the highest rating category by Standard & Poor's Ratings Services or Moody's Investor Service, including funds which are managed or maintained by the Fiscal Agent;

(viii) units of a taxable government money market portfolio comprised solely of obligations listed in (i) and (iv) above;

(ix) any investment which is a legal investment for proceeds of the Bonds at the time of the execution of such agreement, and which investment is made pursuant to an agreement between the City or the Fiscal Agent or any successor Fiscal Agent and a financial institution or governmental body whose long term debt obligations are rated in one of the top two rating categories by a nationally recognized rating service;

(x) commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service, or Standard and Poor's Corporation, of issuing corporations that are organized and operating within the United States and having total assets in excess of $500,000,000, and having a rating of at least "AA" (without regard to qualifier) for the issuer's debentures, other than commercial paper, as provided for by Moody's Investors Service or Standard and Poor's Corporation, and provided that purchases of eligible commercial paper may not exceed 180 days maturity nor represent more than 10 percent of the outstanding paper of an issuing corporation;

(xi) any general obligation of a bank or insurance company whose long term debt obligations are rated in one of the two highest rating categories of a national rating service;

(xii) shares in a common law trust established pursuant to Title 1, Division 7, Charter 5 of the Government Code of the State which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State, as it may be amended;

(xiii) shares in the California Asset Management Program;

(xiv) the Local Agency Investment Fund established pursuant to Section 16429.1 of the Government Code of the State of California, provided, however, that the Fiscal Agent will be permitted to make investments and withdrawals in its own name and the Fiscal Agent may restrict investments in the such fund if necessary to keep moneys available for the purposes of this Fiscal Agent Agreement; or

(xv) any other lawful investment for City funds.

"Prepayment Account" means the account of the Bond Fund by that name established by Section 4.02(A) hereof.

"Principal Office" means the corporate trust office of the Fiscal Agent set forth in Section 9.06, or such other or additional offices as may be designated by the Fiscal Agent.

"Project" means the acquisitions and improvements described in the Resolution of Intention.

"Qualified Reserve Fund Credit Instrument" means an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent pursuant to Section 4.03, provided that all of the following requirements are met: (i) the long-term credit rating of such bank or insurance company is rated in at least the "AA" category (without regard to qualifier) by S&P or Moody's; (ii) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.03; and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to Section 4.03.

"Rate and Method" means the Rate and Method of Apportionment of Special Tax adopted by the City Council of the City on October 1, 2018 pursuant to the Resolution of Formation, as may be amended.

"Record Date" means the 15th day of the month next preceding the month of the applicable Interest Payment Date whether or not such day is a Business Day.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Reserve Fund" means the fund by that name established pursuant to Section 4.03(A) hereof.

"Reserve Requirement" means, with respect to any Series of Bonds (unless otherwise specified in a Supplemental Agreement, including to create a single parity reserve fund for multiple Series of Bonds), the least of (i) 125% of the average Annual Debt Service with respect to the applicable Series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable Series of Bonds; and (iii) 10% of the original principal amount of the applicable Series of Bonds (or, if the applicable Series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such Series of Bonds); provided, that—

(a) if a parity reserve fund for multiple Series of Bonds is established, references to the applicable Series of Bonds shall mean all Bonds covered by such parity reserve fund;

(b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code; and

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument in accordance with Section 4.03(A).

(d) the Reserve Requirement shall be set at the time of issuance of Bonds and shall not increase thereafter but may decrease as a result of prepayment of the Special Tax.

"Resolution" means Resolution No. _____-2019, adopted by the City Council of the City on _____, 2019, which resolution authorized the issuance of the Bonds.

"Resolution of Formation" means Resolution No. 126-2018, adopted by the City Council of the City on October 1, 2018, establishing the District.

"Securities Depositories" means The Depository Trust Company, and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Series" means any series of bonds authorized for the District pursuant to this Fiscal Agent Agreement or any Supplemental Agreement.

"Special Tax Fund" means the fund by that name established by Section 3.03(A) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes annually received by the City, less an amount equal to the Administrative Expense Priority, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes.

"Special Taxes" means the "Special Tax" as defined in the Rate and Method, levied within the District pursuant to the Act, the Ordinance and this Agreement.

"Supplemental Agreement" means an agreement which is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Surplus Account" means the account of the Special Tax Fund by that name established by Section 3.03(A) hereof.

"2019 Bonds" means the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Series 2019.

"2019 Costs of Issuance Fund" means the fund by that name established pursuant to Section 3.05(A) hereof.

"2019 Reserve Account" means the account by that name established within the Reserve Fund pursuant to Section 4.03(A) hereof.

ARTICLE II

THE BONDS

Section 2.01. Principal Amount; Designation. 2019 Bonds in the aggregate principal amount of $_____ are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The 2019 Bonds shall be designated the "City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Series 2019."

Section 2.02. Terms of 2019 Bonds.

(A) Form; Denominations. The 2019 Bonds shall be issued as fully registered Bonds without coupons in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof. The 2019 Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(B) Date of 2019 Bonds. The 2019 Bonds shall be dated _____, 2019.

(C) CUSIP Identification Numbers. "CUSIP" identification numbers shall be imprinted on the 2019 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2019 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2019 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City's contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities. The 2019 Bonds shall be issued as serial bonds and term bonds and shall mature and become payable as follows:

Maturity (Sept. 1)	Principal Amount	Interest Rate

(E) Interest. The 2019 Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each 2019 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if at the time of authentication of a 2019 Bond, interest is in default thereon, such 2019 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(F) Method of Payment. Interest on the 2019 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date of any Owner of $1,000,000 or more in aggregate principal amount of 2019 Bonds; provided that so long as any 2019 Bonds are in book-entry form, payments with respect to such 2019 Bonds shall be made by wire transfer or such other method acceptable to the Fiscal Agent to the Depository. The principal of the 2019 Bonds and any premium on the 2019 Bonds are payable in lawful money of the United States of America upon surrender of the 2019 Bonds at the Principal Office of the Fiscal Agent. All 2019 Bonds paid by the Fiscal Agent pursuant to this Section shall be cancelled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled 2019 Bonds and issue a certificate of destruction thereof to the City.

Section 2.03. Redemption.

(A) Redemption Dates.

(i) Optional Redemption. The 2019 Bonds are subject to optional redemption from any source of available funds (other than prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, 20___ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

(ii) Mandatory Redemption From Prepayments. The 2019 Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the

principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 2020 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

The proceeds of any such prepayment shall be deposited in the Prepayment Account of the Bond Fund and applied by the Fiscal Agent to pay the redemption price of the 2019 Bonds.

(iii) Mandatory Sinking Fund Redemption. The Term Bonds maturing September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

September 1, 20__ Term Bonds

Mandatory Redemption Date (September 1)	Sinking Fund Payment

September 1, 20__ Term Bonds

Mandatory Redemption Date (September 1)	Sinking Fund Payment

The amounts in the foregoing tables shall be reduced pro rata at the direction of the City in an Officer's Certificate, in order to maintain substantially uniform debt service, as a result of any prior partial redemption of the 2019 Bonds pursuant to Section 2.03(A)(i) or (ii) above.

In lieu of redemption under this Section 2.03, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2019 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2019 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2019 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 60 days prior to the applicable redemption date.

(C) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board and to the Securities Depositories, and to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the CUSIP numbers and Bond numbers of the Bonds to be redeemed by giving the individual CUSIP number and Bond number of each Bond to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the redemption of Bonds under Section 2.03(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the Bonds of any maturity, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

(D) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the cancelled Bonds and issue a certificate of destruction thereof to the City.

Section 2.04. Form of Bonds. The Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment, to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City shall be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Owner. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond shall be the proper officers of the City although at the nominal date of such Bond any such person shall not have been such officer of the City.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form acceptable to the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity.

No transfers of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) within fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

Section 2.08. Bond Register. The Fiscal Agent will keep or cause to be kept, at its Principal Office, sufficient books for the registration and transfer of the Bonds (the "Bond Register"), which books shall show the series number, date, amount, rate of interest and Owner of each Bond and shall at all times be open to inspection by the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

Section 2.09. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Principal Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the City. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the Fiscal Agent and the City satisfactory to the Fiscal Agent shall be given, the City shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The City may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the City and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

Section 2.11. Limited Obligation. All obligations of the City under this Agreement and the Bonds shall be special obligations of the City, payable solely from the Special Tax Revenues and the funds pledged therefore hereunder. Neither the full faith and credit nor the taxing power of the City (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

Section 2.12. Book-Entry Only System. DTC shall act as the initial Depository for the Bonds. One Bond for each maturity of the Bonds shall be initially executed, authenticated, and delivered as set forth herein as a separate fully registered certificate (in printed or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Bonds shall be registered in the Bond Register kept by the Fiscal Agent for the Bonds in the name of Cede & Co, as nominee of DTC or such nominee as DTC shall appoint in writing.

The Authorized Officers and the Fiscal Agent are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Agreement to qualify the Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Bonds registered in the Bond Register in the name of Cede & Co, as nominee of DTC, the Fiscal Agent shall not have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, the Fiscal Agent shall not have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co, or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the City elects to redeem the Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Bonds.

The Fiscal Agent may treat as and deem DTC to be the absolute Owner of each Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all purposes whatsoever. The Fiscal Agent shall pay all principal of and interest on the Bonds only to the Owners as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid.

No person other than an Owner, as shown on the Bond Register, shall receive a physical Bond. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.06 hereof, references to "Cede & Co." in this Section 2.12 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Fiscal Agent and the City during any time that the Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of DTC with respect to the Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the City shall mail notice of such termination to the Fiscal Agent.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the City determines that it is in the best interest of the Beneficial Owners of the Bonds that they be able to obtain certificated Bonds, the Bonds shall no longer be restricted to being registered in the Bond Register of the Fiscal Agent in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or name the Owners shall designate at that time, in accordance with Section 2.06.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.06, the Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 2.13. No Acceleration. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section 2.13 shall in any way prohibit the redemption of Bonds under Section 2.03 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 9.03 hereof.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01. Issuance and Delivery of Bonds. At any time after the execution of this Agreement, the City may issue the Bonds for the District in the aggregate principal amount set forth in Section 2.01 or as authorized in any supplemental agreement and deliver such Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of Bonds in accordance with the provisions of the Act, the Resolution and this Agreement, to authorize the payment of Costs of Issuance of the Bonds from the proceeds of the Bonds and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser.

Section 3.02. Application of Proceeds of Sale of 2019 Bonds.

The proceeds of the purchase of the 2019 Bonds by the Original Purchaser in the amount of $_____ (representing the principal of amount of the Bonds, less an underwriter's discount of $_____ and plus a net original issue premium of $_____), shall be paid to the Fiscal Agent, who shall forthwith deposit such proceeds on the Closing Date as follows:

(i) Deposit in the Improvement Fund $_____;

(ii) Deposit in the 2019 Reserve Account of the Reserve Fund $_____;

(iii) Deposit to Bond Fund to pay capitalized interest on the 2019 Bonds through and including September 1, 2020; and

(iv) Deposit in the 2019 Costs of Issuance Fund $_____.

Section 3.03. Special Tax Fund.

(A) Establishment of Special Tax Fund. There is hereby established as a separate fund to be held by the Administrative Services Director, the Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds, Series 2019, Special Tax Fund. Within the Special Tax Fund, the Administrative Services Director shall establish and maintain two accounts, (i) the Debt Service Account, to the credit of which the City shall deposit, immediately upon receipt, all Special Tax Revenues received by the City, and any amounts required by Section 3.05(B) to be deposited in the Special Tax Fund, and (ii) the Surplus Account, to the credit of which the City shall deposit surplus Special Tax Revenues described in Section 3.03(B) below. Moneys in the Special Tax Fund shall be held in trust by the City for the benefit of the City and the Owners of the Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds. Notwithstanding the foregoing, the City may semi-annually transfer from the Special Tax Fund so held an amount equal to one-half of the Administrative Expense Priority as necessary for the payment of Administrative Expense Priority.

(B) Disbursements. All Special Tax Revenues shall be deposited in the Debt Service Account upon receipt. No later than 10 Business Days prior to each Interest Payment Date, the

City shall withdraw from the Debt Service Account of the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the Reserve Fund an amount such that the amount then on deposit therein is equal to the Reserve Requirement, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund such that the amount in the Bond Fund equals the principal, including any mandatory sinking fund payments, premium, if any, and interest due on the Bonds on the next Interest Payment Date. After the transfers under subsections (i) and (ii) have been made, the City may, on or after September 15th of each year transfer to the Surplus Account the amount remaining in the Debt Service Account.

From time to time, the City may withdraw from the Surplus Account of the Special Tax Fund amounts needed to pay costs of the Project or incidental expenses of the District authorized under the Act, including Administrative Expenses in excess of the Administrative Expense Priority. Moneys in the Surplus Account may, at the City's discretion, also be used to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement.

(C) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

Section 3.04. Improvement Fund.

(A) Establishment of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Improvement Fund to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the Improvement Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of costs of the Project. Prior to disbursement, amounts on deposit in the Improvement Fund shall be subject to a lien in favor of the Owners of the Bonds.

(B) Procedure for Disbursement. Disbursements from the Improvement Fund shall be made as determined by an Authorized Officer for the payment or reimbursement of the costs of the Project, including for costs of acquisition of portions of the Project, which may include authorized administrative expenses of the City, in accordance with the Acquisition Agreement, by submission of an Officer's Certificate to the Fiscal Agent requesting disbursement of moneys. The Fiscal Agent need not make any such payment if it has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, that has not been released or will not be released simultaneously with such payment. The Fiscal Agent shall not incur any liability for any disbursement from the Improvement Fund made in reliance upon any Officer's Certificate.

(C) Investment. Moneys in the Improvement Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained in the Improvement Fund to be used for the purposes of the Improvement Fund.

(D) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Authorized Officer shall request the Fiscal Agent to transfer the amount, if any,

remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 3.05. 2019 Costs of Issuance Fund.

(A) Establishment of 2019 Costs of Issuance Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Grantline 208 Community Facilities District No. 2019-1 Special Tax Bonds Series 2019 Costs of Issuance Fund, to the credit of which a deposit shall be made as required by Section 3.02. Moneys in the 2019 Costs of Issuance Fund shall be held in trust by the Fiscal Agent and shall be disbursed as provided in subsection (B) of this Section for the payment or reimbursement of Costs of Issuance of the 2019 Bonds.

(B) Disbursement. Amounts in the 2019 Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by the Administrative Services Director or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all Costs of Issuance of the 2019 Bonds upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a Cost of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date of the 2019 Bonds. The Fiscal Agent shall maintain the 2019 Costs of Issuance Fund for a period of 3 months, from the Closing Date of the 2019 Bonds and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the Improvement Fund, and the 2019 Costs of Issuance Fund shall be closed. Thereafter, every invoice received by the Fiscal Agent shall be submitted to the Administrative Services Director for payment from amounts on deposit in the Special Tax Fund.

(C) Investment. Moneys in the 2019 Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2019 Costs of Issuance Fund to be used for the purposes of such fund.

ARTICLE IV

SPECIAL TAX REVENUES; BOND FUND AND RESERVE FUND

Section 4.01. Pledge of Special Tax Revenues and Other Amounts. All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided herein, the Improvement Fund and the Special Tax Fund are hereby pledged to secure the repayment of the Bonds. In addition, the 2019 Bonds shall be secured by a pledge of all amounts in the 2019 Reserve Account of the Reserve Fund, and each series of Additional Bonds may be secured by a reserve account within the Reserve Fund or a separate reserve fund, as provided in the applicable Supplemental Agreement for such Series. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts.

The Special Tax Revenues and all moneys deposited into such funds (except as otherwise provided herein) are hereby dedicated in their entirety to the payment of the principal of, including any mandatory sinking fund payments, and interest and any premium on, the Bonds as provided herein and in the Act until all of the Bonds have been paid and retired or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 9.03.

Amounts in the Costs of Issuance Fund for any Series of Bonds are not pledged to the repayment of the Bonds. The facilities acquired with the proceeds of the Bonds are not in any way pledged to pay the Debt Service on the Bonds. Any proceeds of condemnation, destruction or other disposition of any facilities financed with the proceeds of the Bonds are not pledged to pay the Debt Service on the Bonds and are free and clear of any lien or obligation imposed hereunder.

Section 4.02. Bond Fund.

(A) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Bond Fund, to the credit of which deposits shall be made as required by [Section 3.02,] Section 3.03(B)(ii), Section 4.03 and any other amounts required to be deposited therein by this Agreement or the Act. Within the Bond Fund, the Fiscal Agent shall establish a Prepayment Account and deposit therein moneys received, if any, from prepayments of the Special Tax pursuant to Section 2.03(A)(ii). Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds, shall be disbursed for the payment of the principal of, and interest and any premium on, the Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds.

(B) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Bond Fund and pay to the Owners of the Bonds the principal of, and interest and any premium, then due and payable on the Bonds, including any amounts due on the Bonds by reason of the sinking payments set forth in Section 2.03(A)(iii) or any redemption of the Bonds as provided under Section 2.03(A)(i). Moneys in the Prepayment Account shall be disbursed for redemption of Bonds as instructed by the City.

In the event that amounts in the Bond Fund are insufficient to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall withdraw from the Reserve Fund to the extent of any funds therein, the amount of such insufficiency, and the Fiscal Agent shall provide written notice to the Administrative Services Director of the amounts so

withdrawn from the Reserve Fund. Amounts so withdrawn from the Reserve Fund shall be deposited in the Bond Fund.

If, after the foregoing transfer, there are insufficient funds in the Bond Fund to make the payments provided for to pay regularly scheduled payments of principal of and interest on the Bonds, the Fiscal Agent shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal due on the Bonds other than by reason of sinking payments, and then to payment of principal due on the Bonds by reason of sinking payments. Any sinking payment not made as scheduled shall be added to the sinking payment to be made on the next sinking payment date.

(C) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from such investment and deposit shall be retained in the Bond Fund to be used for the purposes of such fund.

(D) Deficiency. If ten days before any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner, the Fiscal Agent shall report to the Administrative Services Director such fact. The City covenants to increase the levy of the Special Taxes in the next Fiscal Year (subject to the maximum amount authorized by the Resolution of Formation) in accordance with the procedures set forth in the Act for the purpose of curing Bond Fund deficiencies.

If on any Interest Payment Date the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds the Fiscal Agent shall notify the Administrative Services Director in writing of such fact, and the Administrative Services Director shall notify CDIAC of such fact within 10 days of such Interest Payment Date. The Fiscal Agent has no obligation under this Agreement to provide notice or disclosure to the Bondowners of insufficient funds or anticipation of deficiency in the Bond Fund.

Section 4.03. Reserve Fund.

(A) Establishment of Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Reserve Fund, and within such fund the "2019 Reserve Account," to the credit of which a deposit shall be made as required by Section 3.02, and deposits shall be made as provided in Section 3.03(B). Moneys in the Reserve Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds secured thereby as a reserve for the payment of principal of, and interest on, the Bonds and shall be subject to a lien in favor of the Owners of the Bonds.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent: (1) a Qualified Reserve Fund Credit Instrument, and (2) an opinion of Bond Counsel stating that such release will not, of itself, cause the portion of the interest on the Bonds to become includable in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, the Fiscal Agent will transfer such funds from the Reserve Fund to the City.

(B) Use of Fund. Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of

making transfers to the Bond Fund in the event of any deficiency within five days prior to any Interest Payment Date in the Bond Fund of the amount required for payment of the principal of, and interest on, the Bonds secured by the Reserve Fund on such Interest Payment Date. Whenever transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent shall provide written notice thereof to the Administrative Services Director.

(C) Transfer of Excess of Reserve Requirement. Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund (or any account therein) exceeds the then applicable Reserve Requirement, the Fiscal Agent shall provide written notice to the Administrative Services Director of the amount of the excess and, following any transfer required pursuant to Section 4.03(D) below, shall transfer an amount equal to the excess from the Reserve Fund to the Improvement Fund, if the Project has not been completed as of the date of such transfer, or if the Project has been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with Section 4.02.

(D) Transfer for Rebate Purposes. Investment earnings on amounts in the Reserve Fund may be withdrawn from the Reserve Fund for purposes of making payment to the federal government to comply with Section 6.02.

(E) Transfer When Balance Exceeds Outstanding Bonds. Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and after making any transfer required under Section 4.03(D) above and upon receipt of an Officer's Certificate directing it to do so, the Fiscal Agent shall transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date to the payment and redemption, in accordance with Section 4.02 or 2.03 as applicable, of all of the Outstanding Bonds. In the event that the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund shall be transferred to the City, after payment of any amounts due the Fiscal Agent hereunder, to be used for any lawful purpose of the City.

Notwithstanding the foregoing, no amounts shall be transferred from the Reserve Fund pursuant to this Section 4.03(E) until after the calculation, pursuant to Section 6.02, of any amounts due to the federal government following payment of the Bonds and withdrawal of any such amount under Section 4.03(D) for purposes of making such payment to the federal government, and payment of any fees and expenses due to the Fiscal Agent.

(F) Investment. Moneys in the Reserve Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from the investment of moneys in the Reserve Fund and other moneys in the Reserve Fund will remain therein until the balance exceeds the Reserve Requirement; any amounts in excess of the Reserve Requirement will be transferred to the Improvement Fund, if the Facilities have not been completed, or if the Facilities have been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds secured by the Reserve Fund.

ARTICLE V

OTHER COVENANTS OF THE CITY

Section 5.01. Punctual Payment. The City will punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds when and as due in strict conformity with the terms of this Agreement, and it will faithfully observe and perform all of the conditions covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds.

Section 5.02. Limited Obligation. The Bonds are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Bond Fund, the Reserve Fund and the Special Tax Fund created hereunder.

Section 5.03. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the City shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the City, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04. Against Encumbrances. The City will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues or other amounts pledged to the Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds, except as permitted by this Agreement.

Section 5.05. Books and Accounts. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Special Tax Fund and to the Special Tax Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which complete and correct entries shall be made of all transactions of the Fiscal Agent relating to the expenditure of amounts disbursed from funds and accounts held by the Fiscal Agent hereunder. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice, be subject to the inspection of the City and the Owners of not less than ten percent (10%) of the principal amount of the Bonds then Outstanding, or their representatives duly authorized in writing.

Section 5.06. Protection of Security and Rights of Owners. The City will preserve and protect the security of the Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

Section 5.07. Compliance with Law; Completion of Project. The City will comply with all applicable provisions of the Act and the law in completing the acquisition and construction of the Project; provided that the City shall have no obligation to advance any funds to complete the Project in excess of the amounts available therefor in the Improvement Fund.

Section 5.08. Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Code or the private loan financing test of Section 141(c) of the Code.

Section 5.09. Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 5.10. Collection of Special Tax Revenues. The City shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

On or within five Business Days of each June 1, the Fiscal Agent shall provide the Administrative Services Director with a notice stating the amount then on deposit in the Bond Fund and the Reserve Fund. The receipt of such notice by the Administrative Services Director shall in no way affect the obligations of the Administrative Services Director under the following two paragraphs. Upon receipt of such notice, the Administrative Services Director shall ascertain the relevant parcels on which the Special Taxes are to be levied, taking into account any parcel splits during the preceding and then current year.

The City shall effect the levy of the Special Taxes each Fiscal Year in accordance with the Ordinance such that the computation of the levy is complete before the final date on which the County Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured real property tax roll. Upon the completion of the computation of the amounts of the levy, the City shall prepare or cause to be prepared, and shall transmit to the Administrative Services Director, such data as the County Auditor requires to include the levy of the Special Taxes on the next secured real property tax roll.

The City shall fix and levy the amount of Special Taxes within the District required for the payment of principal of and interest on any outstanding Bonds of the District becoming due and payable during the ensuing year, including any necessary replenishment or expenditure of the Reserve Fund for the Bonds and an amount estimated to be sufficient to pay the Administrative Expenses during such year, all in accordance with the rate and method of apportionment of the Special Taxes for the District and the Ordinance. In any event, the Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Special Taxes shall be payable and be collected in the same manner and at the same time and in the same installment as the general taxes on real property are payable, and have the same priority, become delinquent at the same times and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. Notwithstanding the foregoing, the Special Taxes may be collected in such other manner as the City shall prescribe if necessary to pay the debt service on the Bonds.

Section 5.11. Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or

proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

Section 5.12. No Arbitrage. The City shall not take, or permit or suffer to be taken by the Fiscal Agent or otherwise, any action with respect to the gross proceeds of the Bonds which if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and Regulations.

Section 5.13. Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.14. Annual State Reports. The following requirements shall apply to the Bonds:

(A) Annual Reporting. Not later than October 30 of each calendar year, beginning with the October 30 first succeeding the date of the Bonds, and in each calendar year thereafter until the October 30 following the final maturity of the Bonds, the Administrative Services Director shall prepare and supply the California Debt and Investment Advisory Commission, by mail, postage prepaid, with the information required under Section 53359.5(c) of the Act. The annual reporting shall be made using such form or forms as may be prescribed by CDIAC.

(B) Other Reporting. If within 10 days prior to any Interest Payment Date it appears to the Fiscal Agent that there is a danger of deficiency in the Bond Fund and that the Fiscal Agent may be unable to pay regularly scheduled debt service on the Bonds in a timely manner or if the Fiscal Agent is unable to pay principal, interest and premium, if any, due on any Interest Payment Date for the Bonds due to insufficient funds in the Bond Fund, or if funds are withdrawn from the Reserve Fund to pay principal and/or interest on the Bonds, the Administrative Services Director shall make the reports required under Section 4.02(D) hereof.

(C) Amendment. The reporting requirements of this Section 5.14 shall be amended from time to time, without action by the City or the Fiscal Agent, to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act.

(D) No Liability. None of the City and its officers, agents and employees, the Administrative Services Director or the Fiscal Agent shall be liable for any inadvertent error in reporting the information required by this Section 5.14.

Section 5.15. Covenant to Foreclose. The City hereby covenants with and for the benefit of the Owners of the Bonds that it will annually on or before September 1 of each year review the public records of the County of Sacramento relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior Fiscal Year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in such Fiscal Year, it will within 30 days thereafter, institute foreclosure proceedings as authorized by the Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute

and pursue such foreclosure proceedings to judgment and sale; *provided,* that if the City determines on the basis of such review that

[[(a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such Fiscal Year, but that property owned by any single property owner in the District is delinquent by more than $5,000 with respect to the Special Tax due and payable by such property owner in such Fiscal Year, or

(b) that property owned by any single property owner in the District is delinquent cumulatively by more than $3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District) then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided herein against each such property owner.]]

The Administrative Services Director shall notify the City Attorney of any such delinquency of which it is aware, and the City Attorney shall commence, or cause to be commenced, such proceedings.

Section 5.16. Continuing Disclosure to Owners. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations thereunder, including seeking mandate or specific performance by court order.

Section 5.17. Additional Bonds.

(a) Issuance of Additional Series of Bonds. In addition to the 2019 Bonds, the City may, by a Supplemental Agreement, authorize the issuance of Additional Bonds, payable from Special Taxes and secured, unless otherwise provided in the Supplemental Agreement, by the Special Tax Revenues equally and ratably with the 2019 Bonds, and the City may issue, and the Fiscal Agent may authenticate and deliver to the purchaser thereof, Additional Bonds so established, in such principal amount as shall be determined by the City, but only upon compliance by the City with the requirements set forth in the Supplemental Agreement, and subject to the following specific conditions, which are hereby made conditions precedent to the issuance of any such series of Additional Bonds:

(i) No default in the Bonds shall have occurred and then be continuing.

(ii) The Supplemental Agreement providing for the issuance of the Additional Bonds shall specify the purpose for which such Additional Bonds is being issued, which shall be one or more of the following:

(A) to provide moneys needed to construct and acquire the Facilities, by depositing into the Improvement Fund the proceeds of such Additional Bonds to be so applied, or

(B) to refund all or part of the 2019 Bonds or Additional Bonds then Outstanding.

The Supplemental Agreement may, but is not required, provide for the payment of expenses incidental to such purposes, including the costs of issuance of such Additional Bonds, capitalized interest on such Additional Bonds and, in the case of a refunding, expenses incident to calling, redeeming, paying or otherwise discharging the Bonds to be refunded.

(iii) Unless otherwise set forth in the Supplemental Agreement providing for the issuance of such Additional Bonds, there shall be deposited into a reserve account of the Reserve Fund, or into a separate reserve fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(iv) The Bonds of such Series shall be payable as to principal on September 1 in each year in which principal becomes due, and shall be payable as to interest semiannually on March 1 and September 1.

(v) Fixed serial maturities or sinking fund payments, or any combination thereof, shall be established in amounts sufficient to provide for the retirement of all of the Bonds of such Series on or before their respective maturity dates.

(vi) The aggregate principal amount of all Additional Bonds plus the 2019 Bonds shall not exceed the Authorization.

(vii) After giving effect to the issuance of such Series of Bonds:

(A) For each Bond Year that the Additional Bonds will be Outstanding, projected Net Maximum Annual Special Taxes in each Fiscal Year are equal to or greater than 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year; and

(B) The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of Bonds, as determined by an MAI appraisal (including the value of improvements to be financed from proceeds of the Bonds proposed to be issued) or the assessed value of such parcels as shown on the then current County tax roll, or by a combination of both methods, is at least 4.00 times the sum of (i) the aggregate principal amount of all Bonds then outstanding plus (ii) the aggregate principal amount of the series of Bonds proposed to be issued, plus (iii) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (iv) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then outstanding, and payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the "Other Mello-Roos Bonds") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in

which the Additional Bonds are being issued), based upon information from the most recent available fiscal year.

The limitations contained in the foregoing paragraph (vii) above shall not be applicable to Additional Bonds which are refunding bonds if the annual debt service on the refunding bonds is less than the annual debt service on the bonds refunded for each year such refunding bonds are scheduled to be outstanding.

Nothing in this Section or in this Agreement contained shall prevent or be construed to prevent the Supplemental Agreement providing for the (i) issuance of Additional Bonds from pledging or otherwise providing, (i) in addition to the security given or intended to be given by this Agreement, additional security for the benefit of such Additional Bonds or any portion thereof, or (ii) issuance of bonds secured by Special Taxes on a basis subordinate to the pledge securing the Bonds.

(b) Proceedings for Issuance of Additional Series of Bonds. Whenever the City shall determine to issue an additional Series of Bonds, the City shall authorize the execution of a Supplemental Agreement specifying the principal amount and prescribing the forms of Bonds of such additional Series and providing the terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining same), interest payment dates, redemption provisions (including the amount and dates of Sinking Fund Payments, if any), place or places of payment of principal or redemption price, if any, application of the proceeds thereof and any other provisions respecting the Bonds of such Series not inconsistent with the terms of this Fiscal Agent Agreement.

Before such additional Series of Bond shall be issued and delivered, the Fiscal Agent shall receive a Certificate of the City stating that, to the best knowledge of the City after reasonable investigation, the requirements of Section 5.17(a) are met, and the City shall file the following documents with the Fiscal Agent:

(i) an executed copy of the Supplemental Agreement authorizing such Series.

(ii) a certificate of an independent special tax consultant showing that the requirements of clause (A) of subsection (vii) of Section 5.17(a) are satisfied.

(iii) a valuation of taxable property within the District, showing that the requirements of clause (B) of subsection (vi) of Section 5.17(a) are satisfied.

(iv) an Opinion of Counsel that the execution of the Supplemental Agreement has been duly authorized by the City in accordance with this Fiscal Agent Agreement; that all actions required to be taken by the City with respect to the issuance of the additional Series of Bonds have been taken; that such Series, when duly executed by the City and authenticated and delivered by the Fiscal Agent, will be valid and binding limited obligations of the City; that upon the delivery by the Fiscal Agent, will be valid and binding limited obligations of the City; that upon the delivery of such Series the aggregate principal amount of Bonds then Outstanding will not exceed the amount permitted by law or by the Fiscal Agent Agreement; and that the issuance of such Series will not cause the interest on any Bonds previously issued to be includable in the gross income of any Bonds for purposes of federal income taxation.

Section 5.18. Yield of the Bonds. In determining the yield of the Bonds to comply with Section 5.13 and 6.02 hereof, the City will take into account optional and prepayment redemption (including premium, if any) in advance of maturity based on the reasonable expectations of the City, as of the Closing, without regard to whether or not redemption moneys are received or Bonds are redeemed.

ARTICLE VI

INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE CITY

Section 6.01. Deposit and Investment of Moneys in Funds. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent, shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (vii) of the definition thereof which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Subject in all respects to the provisions of Section 6.02, moneys in any fund or account created or established by this Agreement and held by the Administrative Services Director shall be invested by the Administrative Services Director in any lawful investments that the City may make, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts.

The Fiscal Agent or Administrative Services Director may act as principal or agent in the acquisition or disposition of any investment. Neither the Fiscal Agent nor the Administrative Services Director shall incur any liability for losses arising from any investments made pursuant to this Section. Any losses arising from any investments made pursuant to this Section shall be offset against interest earnings and profits retained in the same fund.

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of Section 148 of the Code), shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. For purposes of any Fair Market Value determination hereunder, the Fiscal Agent shall be entitled to conclusively rely on an Officer's Certificate of the City and shall be fully protected in relying thereon. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in the Reserve Fund shall be valued at their present value (within the meaning of Section 148 of the Code).

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Administrative Services Director hereunder, provided that the Fiscal Agent or the Administrative Services Director, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Administrative Services Director, as applicable, shall sell or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the

Administrative Services Director shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Fiscal Agent hereunder.

Section 6.02. Rebate of Excess Investment Earnings to the United States. The City covenants to calculate and rebate to the federal government, in accordance with the Regulations, excess investment earnings to the extent required by Section 148(f) of the Code.

The City shall notify the Fiscal Agent of any amounts determined to be due to the federal government, and the Fiscal Agent shall, upon receipt of an Officer's Certificate of the City, withdraw such amounts from the Reserve Fund pursuant to Section 4.03(D), and pay such amounts to the federal government as required by the Code and the Regulations. In the event of any shortfall in amounts available to make such payments under Section 4.03(D), the Fiscal Agent shall notify the Administrative Services Director in writing of the amount of the shortfall and the Administrative Services Director shall make such payment from any amounts available in the Special Tax Fund. Any fees or expenses incurred by the Fiscal Agent or the City under or pursuant to this Section 6.02 shall be Administrative Expenses.

In order to provide for the administration of this Section 6.02, the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

Section 6.03. Limited Obligation. The City's obligations hereunder are limited obligations of the City on behalf of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund, the Bond Fund and the Reserve Fund created hereunder.

ARTICLE VII

THE FISCAL AGENT

Section 7.01. Appointment of Fiscal Agent. U.S. Bank National Association, at its Principal Office, is hereby appointed Fiscal Agent for the Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

The City may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, including, for such purpose, the combined capital and surplus of any parent holding company, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 7.01, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the City and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section within 30 days after the Fiscal Agent shall have given to the City written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

Section 7.02. Liability of Fiscal Agent. The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Fiscal Agent assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of this Agreement or of the Bonds, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds. The Fiscal Agent has no liability regarding the use of the proceeds from the purchase of the Bonds deposited in funds held by the City.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Agreement, including all Officer's Certificates of the City meeting such requirements; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

The Fiscal Agent may become the owner of the Bonds with the same rights it would have if it were not the Fiscal Agent.

Section 7.03. Information. The Fiscal Agent shall provide to the City such information relating to the Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the City shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

Section 7.04. Notice to Fiscal Agent. The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any Officer's Certificate, notice, resolution, request, consent, order, certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties and given in accordance with the requirements hereof. The Fiscal Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such

counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 7.05. Compensation, Indemnification. The City shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The City further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any costs, claims, expenses or liabilities, including, without limitation, fees and expenses of its attorneys which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the City under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and discharge of this Agreement.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF THIS AGREEMENT

Section 8.01. Amendments Permitted. This Agreement and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.04. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the City of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or reduce the percentage of Bonds required for the amendment hereof. No such amendment may modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(A) to add to the covenants and agreements of the City in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(B) to make modifications not adversely affecting any outstanding series of Bonds of the City in any material respect;

(C) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the City and the Fiscal Agent may deem necessary or desirable, and which shall not adversely affect the rights of the Owners of the Bonds;

(D) to make such additions, deletions or modifications as may be necessary or desirable to assure compliance with Section 148 of the Code relating to required rebate of excess investment earnings to the United States or otherwise as may be necessary to assure exclusion from gross income for federal income tax purposes of interest on the Bonds or to conform with the Regulations.

Section 8.02. Owners' Meetings. The City may at any time call a meeting of the Owners. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof and to fix and adopt rules and regulations for the conduct of said meeting.

Section 8.03. Procedure for Amendment with Written Consent of Owners. The City and the Fiscal Agent may at any time enter into a Supplemental Agreement amending the provisions of the Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 8.01, to take effect when and as provided in this Section. A

copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, if such consent is required under Section 8.01, shall be mailed by first class mail, by the Fiscal Agent to each Owner of Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

If consent of the Owners is required under Section 8.01, such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least 60% in aggregate principal amount of the Bonds then Outstanding (exclusive of Bonds disqualified as provided in Section 8.04) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 9.04. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Agreement, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 8.03 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise herein above specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 8.04. Disqualified Bonds. Bonds owned or held for the account of the City, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds provided for in this Article VIII, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article VIII. Upon request, the City shall provide an Officer's Certificate to the Fiscal Agent listing those Bonds which are disqualified pursuant to this Section 8.04.

Section 8.05. Effect of Supplemental Agreement. From and after the time any Supplemental Agreement becomes effective pursuant to this Article VIII, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the City and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Section 8.06. Endorsement or Replacement of Bonds Issued After Amendments. The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article VIII shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Principal Office of the Fiscal Agent or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the Principal Office of the Fiscal Agent without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 8.07. Amendatory Endorsement of Bonds. The provisions of this Article VIII shall not prevent any Owner from accepting any amendment as to the particular Bonds held by him, provided that due notation thereof is made on such Bonds.

Section 8.08. Opinion of Counsel Regarding Supplemental Agreement. The Fiscal Agent shall be furnished an opinion of counsel that any Supplemental Agreement entered into by the City and the Fiscal Agent complies with the provisions of this Article VIII, and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits of Agreement Limited to Parties. Nothing in this Agreement expressed or implied, is intended to give to any person other than the City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Agreement or any Supplemental Agreement either the City or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Agreement. If the City shall pay and discharge the entire indebtedness on all or any portion of the Bonds Outstanding in any one or more of the following ways:

(A) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Fiscal Agent or other fiduciary, at or before maturity, money which, together with (in the event that all of the Bonds are to be defeased) the amounts then on deposit in the funds and accounts provided for in Sections 4.02 and 4.03, is fully sufficient to pay such Bonds Outstanding, including all principal, interest and redemption premiums, or;

(C) by irrevocably depositing with the Fiscal Agent or other fiduciary, cash and Federal Securities in such amount as the City shall determine as confirmed by an independent certified public accountant will, together with the interest to accrue thereon and (in the event that all of the Bonds are to be defeased) moneys then on deposit in the fund and accounts provided for in Sections 4.02 and 4.03, be fully sufficient to pay and discharge the indebtedness on such Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates;

and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the City, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the City under this Agreement with respect to such Bonds Outstanding shall cease and terminate, except only the obligations of the City under Section 5.13 and to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 7.05; and thereafter Special Taxes shall not be payable to the Fiscal Agent. Notice of such election shall be filed with the Fiscal Agent.

Any funds thereafter held by the Fiscal Agent upon payments of all fees and expenses of the Fiscal Agent, which are not required for said purpose, shall be paid over to the City.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Fiscal Agent in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Notices to and Demands on City and Fiscal Agent. Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the City may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by facsimile (with receipt confirmed by telephone) addressed (until another address is filed by the City with the Fiscal Agent) as follows:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention: Administrative Services Director

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the City to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box, by overnight courier or by facsimile (with receipt confirmed by telephone) addressed (until another address is filed by the Fiscal Agent with the City) as follows:

U.S. Bank National Association
1420 Fifth Avenue, 7th Floor
Mail Stop PD-WA-T7CT
Seattle, Washington 98101
Attention: Global Corporate Trust Services

Fax: (206) 344-4630

Section 9.07. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The City hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

Section 9.08. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such moneys was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the City as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of the principal of, and interest and any premium on, such Bonds.

Section 9.09. Applicable Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

Section 9.10. Conflict with Act. In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

Section 9.11. Conclusive Evidence of Regularity. Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

Section 9.12. Payment on Business Day. In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 9.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

ATTACHMENT 2

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and the Fiscal Agent has caused this Agreement to be executed in its name, all as of _____ 1, 2019.

CITY OF RANCHO CORDOVA, for itself and on behalf of CITY OF RANCHO CORDOVA GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1

By: _____
Administrative Services Director

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

[Signature page to Fiscal Agent Agreement dated as of _____ 1, 2019]

EXHIBIT A

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

No. _____ *****$_____*****

CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS SERIES 2019

INTEREST RATE:	**MATURITY DATE:**	**BOND DATE:**	**CUSIP:**
		_____, 2019	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ***_____ DOLLARS***

The City of Rancho Cordova (the "City") for and on behalf of the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such principal amount from the Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing [September 1, 2019] (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the principal corporate trust office of U.S. Bank National Association in St. Paul, Minnesota (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of $1,000,000 or more in aggregate principal amount of Bonds.

This Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on _____, 2019, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos

Act") for the purpose of providing moneys for the construction and acquisition of improvements within the District, and is one of the bonds designated "City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Series 2019" (the "Bonds"). The issuance of the Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of _____ 1, 2019, by and between the City and the Fiscal Agent (the "Agreement") and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this Bond assents to said terms and conditions. The Agreement is authorized under, this Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Interest on this Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the Bond Date shown above; provided however, that if at the time of authentication of this Bond, interest is in default hereon, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The Bonds are subject to optional redemption from any source of available funds (other than prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	**Redemption Price**
September 1, 20___ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

The Bonds shall be subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon the date of redemption:

Redemption Dates	**Redemption Price**
September 1, 2019 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101

September 1, 20__ and any Interest Payment Date thereafter 100

The proceeds of any such prepayment shall be deposited in the Prepayment Account of the Bond Fund and applied by the Fiscal Agent to pay the redemption price of the Bonds.

The Term Bonds maturing September 1, _____ and September 1, _____ are subject to mandatory sinking payment redemption in part on September 1, _____ and September 1, _____, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

September 1, 20__ Term Bonds

Mandatory Redemption Date (September 1)	**Sinking Fund Payment**

September 1, 20__ Term Bonds

Mandatory Redemption Date (September 1)	**Sinking Fund Payment**

The amounts in the foregoing tables shall be reduced pro rata at the direction of the City in an Officer's Certificate, in order to maintain substantially level debt service, as a result of any prior partial redemption of the Bonds.

Notice of redemption with respect to the Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange hereof shall be valid for any purpose unless made by the registered owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable only to the registered owner or to such Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of Bonds for redemption or (ii) with respect to a Bond after such Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually signed by the Fiscal Agent.

It is hereby certified, recited and declared that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Rancho Cordova has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY RANCHO CORDOVA

By: _____
Mayor

Attested:

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement.

Dated: _____, 2019

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

ATTACHMENT 2

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, address and Tax Identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTE: Signature(s) must be guaranteed by an eligible guarantor institution with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17A(d)15.

_____

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

$_____
CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

BOND PURCHASE AGREEMENT

_____, 2019

City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
2729 Prospect Park Drive
Rancho Cordova, California 95670

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., as underwriter (the "Underwriter"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of Rancho Cordova (the "City") for its Grantline 208 Community Facilities District No. 2018-1 (the "Community Facilities District"), which upon acceptance will be binding upon the Underwriter and the City. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the City satisfying all of the obligations imposed upon it under this Purchase Agreement. This offer is made subject to the City's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement, dated as of December 1, 2019 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent").

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: the Underwriter hereby agrees to purchase from the City and the City hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds, Series 2019 (the "Bonds"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Appendix A hereto. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof, less net original issue discount of $_____, less an Underwriter's discount of $_____).

The Underwriter agrees to make a bona fide initial public offering of all of the Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering prices (or yields) set forth in Appendix A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the offering of the Bonds, without any requirement of prior notice, provided that the Underwriter shall not change the interest rates set forth

in Appendix A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Taxes and certain other amounts as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Community Facilities District Act"). The issuance of the Bonds has been duly authorized by the City pursuant to a resolution (the "Resolution"), adopted by its City Council (the "City Council") on behalf of the Community Facilities District, on October ___, 2019) (the "Act"). The proceeds of the Bonds shall be used to (i) construct and acquire certain public facilities (or pay fees related to public facilities) authorized for the Community Facilities District; (ii) make a deposit into the debt service reserve fund for the Bonds; (iii) pay capitalized interest on the Bonds through and including September 1, 2020; and (iv) pay the costs of issuance of the Bonds.

B. The City hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the City on behalf of itself and on behalf of the Community Facilities District herein, and the City shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the City, on behalf of itself or on behalf of the Community Facilities District, herein is incorrect in any material respect.

C. The City acknowledges and agrees that: (i) the primary role of the Underwriter, as an underwriter, is to purchase securities for resale to investors in an arm's-length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City and the Community Facilities District; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the City, the Community Facilities District, or any other person or entity and has not assumed any advisory or fiduciary responsibility to the City or the Community Facilities District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City or the Community Facilities District on other matters); (iii) the only obligations the Underwriter has to the City or the Community Facilities District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, except as otherwise provided by applicable rules and regulations of the Securities and Exchange Commission or the rules of the Municipal Securities Rulemaking Board (the "MSRB"); and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The City acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB and acknowledges that it has engaged NHA Advisors, LLC, as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on NHA Advisors, LLC for financial advice with respect to the Bonds.

D. Pursuant to the authorization of the City, the Underwriter has distributed copies of the Preliminary Official Statement dated _____, 2019, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "Preliminary Official Statement." By its acceptance of this Purchase Agreement, the City hereby consents to and ratifies the use and distribution by the Underwriter of the Preliminary Official Statement, and the City agrees to execute a final official statement relating to the Bonds (the

"Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Jones Hall, a Professional Corporation, Bond Counsel and Disclosure Counsel (herein called "Bond Counsel"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth in Section 2(S) hereof. The City hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The City further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the City or the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement. The Preliminary Official Statement and/or the Official Statement may be delivered and printed in a "designated electronic format" as defined in the MSRB's Rule G-32 and as may be agreed to by the City and the Underwriter. The City confirms that it does not object to distribution of the Preliminary Official Statement or the Official Statement in electronic form. A copy of the most recent Preliminary Official Statement sent to a potential purchaser shall be sent by first class mail or electronically (or other equally prompt means) not later than the first business day following the day upon which each such request is received.

E. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the City will undertake pursuant to the City Continuing Disclosure Agreement, in the form attached to the Official Statement under Appendix F (the "City Continuing Disclosure Agreement"), to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

F. Except as the Underwriter and the City may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned; and the City will deliver to the Underwriter through The Depository Trust Company's ("DTC") FAST delivery system, the Bonds, in definitive form (all Bonds bearing CUSIP® numbers printed thereon), duly executed by the City and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on _____, 2019 (the "Closing Date"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds, and the specimen Bonds will be made available for checking by the Underwriter not less than 5 days prior to the Closing.

G. Except as the City and the Underwriter may otherwise agree, the City will deliver to the Underwriter, at the offices of Bond Counsel in San Francisco, California, or at such other location as may be mutually agreed upon by the Underwriter and the City, the documents hereinafter mentioned on the Closing Date.

2. Representations, Warranties and Covenants of the Community Facilities District. The City represents, warrants and covenants to the Underwriter, on behalf of itself and the Communities Facilities District, as the case may be, that:

A. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California (the "State"), and has duly authorized

the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the "Community Facilities District Formation Resolution" and, together with the Resolution, the "Community Facilities District Resolutions") and the Act. The City Council, as the legislative body of the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution, has duly adopted a Resolution and Ordinance levying the Special Taxes (for all purposes herein, as such are defined in the Fiscal Agent Agreement) within the Community Facilities District (the "Ordinance"), and has caused to be recorded in the real property records of Sacramento County, a notice of special tax lien and an amendment thereto (collectively, the "Notice of Special Tax Lien") (the Community Facilities District Formation Resolution, the Ordinance, and the Notice of Special Tax Lien being collectively referred to herein as the "Formation Documents"), and the City Council has duly adopted the Resolution. Each of the Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a community facilities district under the laws of the State. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement and the Fiscal Agent Agreement and to carry out all transactions contemplated by each of such agreements; (ii) to enter into the City Continuing Disclosure Agreement; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, and the City Continuing Disclosure Agreement are collectively referred to herein as the "City Documents."

B. By all necessary official action of the City, the City has duly authorized and approved the execution and delivery by the City of, and the performance by City of, the obligations on its part contained in, the City Documents and has approved the use and distribution by the Underwriter of the Preliminary Official Statement and the execution, use and distribution by the Underwriter of the Official Statement, and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the City Documents will constitute the legally valid and binding obligations of the City, on its own behalf and on behalf of the Communities Facilities District, enforceable upon the City and the Community Facilities District in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally. To the best of the City's knowledge, the City has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the City, and the Community Facilities District has complied, and will at the Closing Date be in compliance in all respects, with the terms of the City Documents that are applicable to the Community Facilities District.

C. The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Development in the District," as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Development in the District," as to which no view is expressed) as of its date is, true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or material omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the City will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The City will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period." If in the opinion of the Underwriter any such event or proceedings requires the preparation and distribution of a supplement or amendment to the Official Statement, the City shall prepare and furnish to the Underwriter, at the City's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the City and the Underwriter as the Underwriter may reasonably request. If such amendment or supplement to the Official Statement shall be made subsequent to the Closing Date, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. As of the time of acceptance hereof and as of the Closing Date, the City and the Community Facilities District, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the City Documents, and any immaterial noncompliance by the City or the Community Facilities District, if any, will not impair the ability of the City or the Community Facilities District, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of its Bonds, the City will continue to comply with the covenants of the City contained in the City Documents and it shall cause the Community Facilities District to continue to comply with the covenants of the Community Facilities District contained in the City Documents.

F. Except as described in the Preliminary Official Statement, neither the City nor the Community Facilities District is, and as of the Closing Date, neither will be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound; and, to the City's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the City's ability or the Community Facilities District's ability to perform their respective obligations under the City Documents; and as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the City Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the

United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District of their respective obligations under the City Documents or the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement. The City has received all licenses, permits or other regulatory approvals required, if any, for the pledge, collection and/or application by the Community Facilities District of the Special Taxes (as defined in the Fiscal Agent Agreement) and other moneys pledged to the payment of the principal of and interest on the Bonds under the Fiscal Agent Agreement.

G. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City or the Community Facilities District of their respective obligations under the City Documents, and the performance of the conditions precedent to be performed by the City pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

H. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending (notice of which has been served on the City or the Community Facilities District) or to the best knowledge of the City or the Community Facilities District threatened, in which any such Action: (i) in any way questions the powers of the City Council or the existence of the Community Facilities District or the titles of the officers of the City and/or the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the City Documents or the consummation of the transactions on the part of the City or the Community Facilities District contemplated thereby; (iii) contests the exclusion of interest on the Bonds from federal or State income taxation or contests the powers of the City or the Community Facilities District which may result in any material adverse change relating to the financial condition of the City or the Community Facilities District; (iv) except as disclosed in the Official Statement, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or the Community Facilities District or would result in any material adverse change in the ability of the City to pledge or apply the Special Taxes (as defined in the Fiscal Agent Agreement) or to pay debt service on the Bonds; or (v) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no known basis for any Action of the nature described in clauses (i) through (v) of this sentence.

I. The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter and at the expense of the Underwriter as the Underwriter may reasonably request in order: (i) to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United

States of America as the Underwriter may designate; and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds, provided; however, that the City will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

J. The City Documents conform as to form and tenor to the descriptions thereof contained in the Preliminary Official Statement. The City represents that the Bonds, when issued, executed and delivered in accordance with the Fiscal Agent Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the City, entitled to the benefits of the Fiscal Agent Agreement. The City and the Community Facilities District will each comply with the covenant in the Fiscal Agent Agreement to cause the Special Taxes to be levied and collected at the same time and in the same manner as ordinary *ad valorem* property taxes. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Taxes, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement. The Fiscal Agent Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Fiscal Agent Agreement, subject in all cases to the provisions of the Fiscal Agent Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

K. Except as disclosed in the Preliminary Official Statement, there are, to the best of the City's knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District which are senior to or on a parity with the Special Taxes.

L. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof.

M. The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from State of California personal income tax, of the interest on the Bonds. The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

N. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the City authorized to do so and delivered to the Underwriter in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Community Facilities District to the Underwriter as to the statements made therein.

O. The City will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. At or prior to the Closing, the City will have duly authorized, executed and delivered the City Continuing Disclosure Agreement in substantially the form under Appendix F to the Official Statement. Based on a review of previous undertakings, the Preliminary Official Statement and the Official Statement describe the instances in which the City has failed to comply with any previous undertakings with regard to the Rule to provide annual reports or notices of material events in the last five years.

Q. Between the date of this Purchase Agreement and the date of Closing, the City will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter and the City shall not create, assume or guarantee any indebtedness payable from, or pledge or otherwise encumber, the Special Taxes or other assets, properties, funds or interests that will be pledged as security for the Bonds pursuant to the City Documents.

R. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the City will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

S. The Preliminary Official Statement was deemed final by a duly authorized officer of the City prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the City shall cause a final electronic and/or printed form of the Official Statement as set forth in Section 1 above to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

T. The City hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel and the Underwriter from time to time prior to the Closing Date.

U. The City hereby ratifies any prior use of and authorizes the future use by the Underwriter, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement and all information contained herein, and all other documents, certificates and written statements furnished by the City to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the City shall constitute a representation by the City to the Underwriter that the representations and warranties contained in this Section 2 with respect to the City and the Community Facilities District are true as of the date hereof.

3. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the city and the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the City and the Community Facilities District of their obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions, the Formation Documents, and the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds,

and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, neither the City nor the Community Facilities District shall be, in any respect material to the Bonds, the City Documents or the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, and the performance by the City or the Community Facilities District, respectively, of its obligations under the Bonds, the City Documents, the Community Facilities District Resolutions, this Purchase Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America or of any department, division, agency or instrumentality of either thereof or under any applicable court or administrative decree or order or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, respectively, is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the City or the Community Facilities District, respectively, of its obligations under the City Documents, the Bonds or the Community Facilities District Resolutions.

C. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

D. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, between the date of this Purchase Agreement and the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "Termination Event"):

1. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

a. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or the legislature of the State or recommended to the Congress by the President of the United States of America or a member of the President's Cabinet, the Department of the Treasury, the Internal Revenue Service or any member of Congress or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the

United States of America, the Internal Revenue Service or other federal or State authority with appropriate jurisdiction, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

b. Legislation introduced in or enacted (or resolution passed) by the Congress, or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States of America or a member of the President's Cabinet, or an order, decree, injunction or decision issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, the Resolution or the City Documents, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

c. A general suspension of trading in securities on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

d. There shall have occurred, (1) any material outbreak or escalation of hostilities or the declaration by the United States of America of a national emergency or war, (2) any other calamity or crisis in the financial markets of the United States of America or elsewhere, (3) the sovereign debt rating of the United States of America is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (4) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States of America or any city, county or other political subdivision located in the United States of America having a population of over 500,000;

e. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or the Community Facilities District shall have occurred;

2. The introduction, proposal or enactment of any amendment to the federal or California Constitution or any action by any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City or the Community Facilities District, their property, income, securities (or interest thereon), the validity or enforceability of Special Taxes;

3. Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement

of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

4. A general banking moratorium shall have been declared by federal, State of New York or State of California officials authorized to do so or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

5. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation in interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Comptroller of the Currency, the Securities and Exchange Commission or any other federal or State agency or the Congress of the United States of America, or by Executive Order;

6. A decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939;

7. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District.

8. The commencement of an Action described in Section 2(H).

Upon the occurrence of a Termination Event and the termination of this Purchase Agreement by the Underwriter, all obligations of the City, the Community Facilities District, and the Underwriter under this Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in Section 6 below.

E. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. Official Statement. The Official Statement and each supplement or amendment, if any thereto, executed by an authorized officer of the City;

2. Fiscal Agent Agreement. The Fiscal Agent Agreement, duly executed and delivered by the City and the Fiscal Agent;

3. Resolutions. Certifications by the City Clerk with respect to each resolution and ordinance of the City Council, for the City or as the legislative body of the Community Facilities District, relating to the City Documents, the transactions contemplated thereby, formation of the Community Facilities District and issuance of the Bonds;

4. City Continuing Disclosure Agreement. The City Continuing Disclosure Agreement executed and delivered by the City;

5. Bond Counsel Opinion. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the City and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State, in substantially the form included as Appendix E to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the City may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. Supplemental Opinion. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding agreement of the City and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE 2019 BONDS" (other than by reference Appendix G – DTC and the Book-Entry Only System), "SECURITY FOR THE 2019 BONDS," "LEGAL MATTERS" and in Appendices C and E to the Official Statement (excluding any financial, statistical and economic data, forecasts, numbers, charts, graphs, estimates, projections, and assumptions and any information regarding The Depository Trust Company and the book-entry system as to which Bond Counsel need express no opinion or view, and further, excluding any material that may be treated as included under such captions by cross-reference), are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, Bond Counsel's final approving opinion and the Community Facilities District Act; and

(iv) the Community Facilities District has been duly formed, and the Special Taxes have been duly and validly levied in accordance with the provisions of the Act and, except to the extent prohibited by moratorium, bankruptcy, reorganization, fraudulent conveyance or transfer, insolvency or other similar laws affecting creditors' rights generally, a lien to secure payment of the Special Taxes has been imposed on taxable property in the Community Facilities District;

7. Special Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Jones Hall, a Professional Corporation, acting as special counsel to the City and the Community Facilities District, substantially in the form of Appendix B hereto;

8. Closing Certificate of the City. A certificate, dated the Closing Date, and signed by an authorized officer of the City substantially in the form of Appendix C hereto, together with such additional certifications as Bond Counsel may require;

9. Bank Incumbency Certificate. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

10. Fiscal Agent's Certificate. A certificate of the Fiscal Agent, dated the Closing Date, in form and substance acceptable to the Underwriter and its counsel, substantially in the form of Appendix D hereto;

11. Fiscal Agent's Counsel Opinion. An opinion of counsel to the Fiscal Agent, dated the Closing Date, addressed to the Underwriter and the City, substantially in the form of Appendix E hereto;

12. Disclosure Counsel Opinion. An opinion, dated the Closing Date and addressed to the Underwriter and to the City, of Jones Hall, a Professional Corporation, as disclosure counsel ("Disclosure Counsel"), in form and substance acceptable to the Underwriter;

13. Opinion of Underwriter's Counsel. An opinion of counsel to the Underwriter, dated the date of the Closing, addressed to the Underwriter, in form and substance acceptable to the Underwriter;

14. Special Tax Consultant Certificate. A certificate, dated the Closing Date from Goodwin Consulting Group substantially in the form attached as Appendix F hereto;

15. Certificate Regarding Continuing Disclosure Compliance. A Continuing Disclosure Compliance Certificate, dated the Closing Date, duly executed and delivered by Goodwin Consulting Group, Inc. in form and substance acceptable to the Underwriter and Disclosure Counsel;

16. Transcript. A transcript of all proceedings relating to the authorization, issuance, sale and delivery of the Bonds, including certified copies of the Fiscal Agent Agreement and all resolutions of the City and the Community Facilities District relating thereto;

17. Nonarbitrage Certificate. A certificate of the City, dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

18. Specimen Bonds. Copies of the Specimen Bonds;

19. Issue Price Certificate. An issue price certificate of the Underwriter in the form attached as Appendix J hereto;

20. Certificate of Underwriter. A certificate from the Underwriter to the City, in form satisfactory to the City and signed by an authorized officer of the Underwriter, accepting delivery of the Bonds to the Underwriter and receipt of all documents required by the Underwriter, and the satisfaction or waiver of all conditions and terms of this Purchase Agreement by the City, and confirming to the City that as of the Closing Date, all of the representations of the Underwriter contained in this Purchase Agreement are true, complete and correct in all material respects;

21. Form 8038-G. An Information Return for Tax-Exempt Bond Issues (Internal Revenue Service Form 8038-G), in a form satisfactory to Bond Counsel for filing, executed by a duly authorized officer of the City, together with evidence that such Form 8038-G has been mailed;

22. CDIAC Statements. Copies of filings with the California Debt and Investment Advisory Commission relating to the issuance of the Bonds;

23. Letter of Representations. A copy of the Blanket Letter of Representations to DTC relating to the Bonds signed by the City;

24. Certificate Regarding Preliminary Official Statement. Prior to and in connection with printing and distribution of the Preliminary Official Statement, (i) an executed certificate of the City and (ii) an executed certificate of Lennar Homes of California, Inc. (the "Property Owner") in the form under Appendix G hereto.

25. Property Owner Continuing Disclosure Agreement. Executed copies of the Property Owner Continuing Disclosure Agreement from the Property Owner in the form set forth under Appendix F of the Official Statement.

26. Property Owner Closing Certificate. An executed bring-down certificate from the Property Owner, dated as of the Closing Date, in form and substance as set forth in Appendix H hereto.

27. Property Owner Counsel Opinion. The opinion of counsel to the Property Owner, dated the Closing Date, in form and substance acceptable to the City and the Underwriter and addressed to the City and the Underwriter.

28. Appraiser Closing Certificate. A certificate in form and substance as set forth in Appendix I hereto of Integra Realty Resources , the appraiser of the property within the Community Facilities District, dated as of the Closing Date.

29. Additional Documents. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the City, on its own behalf and on behalf of the Community Facilities District, contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City and the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the City nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the City set forth in Section 6 hereof shall continue in full force and effect.

4. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the City that, as of the date hereof and as of the date of the Closing:

A. The Underwriter is duly authorized to execute and deliver this Purchase Agreement and to take any action under the Purchase Agreement required to be taken by it.

B. The Underwriter is in compliance with MSRB Rule G-37 with respect to the City and the Community Facilities District, and is not prohibited thereby from acting as underwriter with respect to securities of the City and the Community Facilities District. The Underwriter is in compliance with MSRB Rule G-17 with respect to the City and the Community Facilities District.

C. The Underwriter has, and has had, no financial advisory relationship with the City or the Community Facilities District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship, within the meaning of California Government Code Section 53590, or otherwise.

D. The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm or person (including, but not limited to, the City's financial consultants, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for the Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

E. The Underwriter has reasonably determined that the City's undertaking in the City Continuing Disclosure Agreement to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with the Rule.

5. Establishment of Issue Price.

A. The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix J, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Appendix A attached hereto, the City will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has

occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A attached hereto, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

a. the close of the fifth (5th) business day after the sale date; or

b. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The City acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

a. "public" means any person other than an underwriter or a related party;

b. "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

c. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are

corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date of execution of this Purchase Agreement by all parties.

6. Expenses.

A. Whether or not the Underwriter accepts delivery of and pays for the Bonds as set forth herein, it shall be under no obligation to pay, and the City shall pay out of the proceeds of the Bonds or any other legally available funds of the City, all expenses incidental to the performance of the City's obligations hereunder, including but not limited to the cost of printing and delivering the Bonds to the Underwriter; the costs of printing and shipping the Preliminary Official Statement and the Official Statement; the fees and disbursements of the City, the Community Facilities District, the Fiscal Agent, Bond Counsel, Disclosure Counsel, accountants and any other experts or consultants retained by the City or the Community Facilities District in connection with the issuance and sale of the Bonds; and any other expenses not specifically enumerated in paragraph (B) of this Section incurred in connection with the issuance and sale of the Bonds.

B. Whether or not the Bonds are delivered to the Underwriter as set forth herein, the City shall be under no obligation to pay, and the Underwriter shall be responsible for and pay, CUSIP® and CDIAC fees and expenses to qualify the Bonds for sale under any "blue sky" laws; and all other expenses incurred by the Underwriter in connection with its public offering and distribution of the Bonds not specifically enumerated in paragraph (A) of this Section, including the fees and disbursements of its counsel.

7. Undertakings of the City. The City agrees: (a) to inform the Underwriter, from time to time, upon the reasonable request of the Underwriter, of the amount then on deposit in the Reserve Fund and all accounts thereunder; and (b) to make available to the Underwriter, upon reasonable request of the Underwriter, at the expense of the City, sufficient copies of its audited financial statements, if any, and any resolutions of its legislative body with respect to the Community Facilities District Resolutions, the Bonds, the Fiscal Agent Agreement, the Official Statement, any amendments or supplements thereto, and other documents relating to the Bonds and pertaining to the City or the Community Facilities District adopted or executed, as the case may be, after the Closing Date, to the extent that such documents are publicly available.

8. Notices. Any notice of other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670, Attention: Finance Director; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Piper Jaffray & Co., 2321 Rosecrans Ave., Suite 3200, El Segundo, California 90245 Attention: Dennis McGuire. All such notices, requests or other communications may be made by telephone, personal or courier delivery, registered or certified mail, facsimile transmission or electronic communication, provided that delivery by facsimile transmission or electronic communication must be confirmed by the sender. The City and the Underwriter may,

by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

9. Parties In Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. The City and the Underwriter may not assign this Agreement. The term "successor" shall not include any holder of any Bonds merely by virtue of such holding.

10. Survival of Representations and Warranties. The representations and warranties of the City under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City or the Community Facilities District and regardless of delivery of and payment for the Bonds.

11. Severability. If any provision of this Purchase Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, because it conflicts with any provisions of any constitution, statute, rule of public policy or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

12. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

13. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

14. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding between the parties hereto in relation to the sale of the Bonds by the City.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State.

16. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,
PIPER JAFFRAY & CO.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and
accepted as of the date first above written:

CITY OF RANCHO CORDOVA

By: _____
Authorized Representative

Time of Execution: _____ p.m. California time

[EXECUTION PAGE OF BOND PURCHASE AGREEMENT – CITY OF RANCHO CORDOVA GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1]

APPENDIX A

$_____
CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule
2020							
2021							
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
20__ (T)							
20__ (T)							

(T) Term Bond.
(C) Priced to optional call at [par] on September 1, 20__.
* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

APPENDIX B

OPINION OF SPECIAL COUNSEL

_____, 2019

VIA OVERNIGHT MAIL

Piper Jaffray & Co.
50 California Street, Suite 3100
San Francisco, California 94111

City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
2729 Prospect Park Drive
Rancho Cordova, California 95670

Re: City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds, Series 2019

Ladies and Gentlemen:

We have acted as counsel for the City of Rancho Cordova (the "City") and the Grantline 208 Community Facilities District No. 2018-1 (the "Community Facilities District"), in connection with the purchase and sale of the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds, Series 2019 (the "Bonds"). As such Counsel, we have reviewed the Bond Purchase Agreement, dated _____, 2019 (the "Purchase Agreement"), by and between Piper Jaffray & Co. (the "Underwriter") and the City, the Fiscal Agent Agreement, dated as of December 1, 2019 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), the City Continuing Disclosure Agreement, dated _____, 2019, by and between the Fiscal Agent and the City (the "City Continuing Disclosure Agreement"), the Preliminary Official Statement, dated _____, 2019, relating to the Bonds (the "Preliminary Official Statement"), the Official Statement, dated _____, 2019, relating to the Bonds (the "Official Statement"), Resolution No. _____ adopted by the City Council of the City on October __, 2019 ("Bond Resolution"), and such other documents, certificates, records and papers as we have deemed necessary to render the below opinions.

The Bonds, Fiscal Agent Agreement, Purchase Agreement, and the City Continuing Disclosure Agreement, are collectively referred to herein as the "Bond Documents." Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

With your permission we have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures (other than those of the City and the Community Facilities District); (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the information, representations, and warranties contained in these documents, certificates, records and papers we have reviewed; and (d) compliance with all covenants and agreements contained in such documents.

Based on the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The City is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of California;

2. The Community Facilities District is duly organized and validly existing as a community facilities district under the Constitution and laws of the State;

3. The Bond Resolution was duly adopted at a meeting of the City Council, which meeting was duly called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout;

4. The preparation and distribution of the Preliminary Official Statement and the Official Statement have been duly approved by the City Council, acting for itself or as the Legislative Body of the Community Facilities District;

5. The execution and delivery by the City of the Bond Documents, and the Bonds and the performance of its obligations thereunder have been duly authorized by all requisite action of the City Council, acting for itself or as the Legislative Body of the Community Facilities District, and the Bonds and the Bond Documents have been duly executed and delivered by the Community Facilities District, and constitute legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District, in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

6. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending or to the best of such counsel's knowledge, threatened in any way affecting the existence of the City or the Community Facilities District or the titles of the officers of each to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Bond Documents, or the issuance, sale or delivery of the Bonds or the application of the proceeds thereof or the collection or application of the Special Taxes, or the exclusion from gross income for State personal income taxes of interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents or any action of the City or the Community Facilities District contemplated by any of said documents or in any way contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or the powers of the City or its authority with respect to the Purchase Agreement or any other applicable agreement, or any action on the part of the City or the Community Facilities District contemplated by any of said documents;

7. To the best of our knowledge, the City and the Community Facilities District are not in breach of or in default under any court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District is a party or is otherwise subject or bound, including the Bond Documents, a consequence of which could be to materially and adversely affect the ability of the City or the Community Facilities District to perform their obligations under the Bonds, the Bond Documents or which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; and;

8. To the best of our knowledge, the adoption of the Bond Resolution and the execution and delivery of the Bonds and the Bond Documents, did not and will not conflict with or constitute a breach of or default under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, indenture, contract, agreement or other instrument to which the City or the Community Facilities District, as the case may be, is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of City or the Community Facilities District to perform their obligations under the Bonds or any Bond Documents.

The opinions set forth above are subject to the following additional qualifications:

General principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and limitations imposed by bankruptcy, insolvency, fraudulent conveyance, receivership, conservatorship, reorganization, arrangement, liquidation, moratorium or other similar laws affecting the enforcement of creditors' rights in general heretofore or hereafter enacted, as such laws may be applied in the event of bankruptcy, insolvency, reorganization, arrangement, receivership, conservatorship, liquidation, readjustment of debt or other similar proceedings of, or moratorium or similar occurrence affecting municipal corporations in the State.

We express no opinion as to matters governing by laws other than the laws of the State and the federal laws of the United States of America, or the enforceability of any choice of law provision in the documents described herein.

This opinion is solely for your benefit in connection with the transactions covered by the first paragraph of this letter and may not be relied upon or used by, circulated, quoted or referred to, nor may copies hereof be delivered to, any other person or for any other purpose without our prior written approval; provided, however, copies of this opinion may be included in the closing transcripts for the transactions connected with the issuance of the Bonds. We disclaim any obligation to update this opinion letter for events occurring or coming to our attention after the date hereof.

Respectfully submitted,

JONES HALL, A PROFESSIONAL CORPORATION

APPENDIX C

CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

CLOSING CERTIFICATE OF THE CITY

I, the undersigned, hereby certify that I am the _____ of the City of Rancho Cordova (the "City"), the City Council (the "City Council") of which is the Legislative Body for Grantline 208 Community Facilities District No. 2018-1 (the "Community Facilities District"), a community facilities district duly organized and existing under the laws of the State of California (the "State") and I am authorized to execute this Certificate on behalf of the City in connection with the issuance of the above-captioned bonds (the "Bonds"). All capitalized terms herein not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement (the "Bond Purchase Agreement"), dated _____, 2019, by and between the City and Piper Jaffray & Co.

I further certify on behalf of the City that:

(i) The representations, warranties and covenants of the City contained in the Bond Purchase Agreement, made on behalf of the City and the Community Facilities District, are true and correct in all material respects on and as of the date hereof as if made on the date hereof;

(ii) The Community Facilities District Resolutions, Formation Documents and the City Documents are in full force and effect and have not been amended, modified or supplemented;

(iii) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or by any court or regulatory agency, public board or body pending, with respect to which the City or the Community Facilities District has been served with process, or to the best knowledge of the City or the Community Facilities District, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City or the Community Facilities District, or the titles of their officers to their respective offices, (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the levy or collection of the Special Taxes or any other moneys or property pledged or to be pledged under the Fiscal Agent Agreement, or the pledge thereof, (c) in any way question or affect any of the rights, powers, duties or obligations of the City or the Community Facilities District with respect to the Special Taxes or moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds, (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds or the proceedings relating to the issuance of the Bonds, or (e) in any way question or affect the Bond Purchase Agreement or the transactions contemplated thereby, the Official Statement or the City Documents;

(iv) The information in the Preliminary Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Development in the District," as to which no view is expressed) as of its date was and as of the date hereof is, and in the Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Development in the District," as to which no view is expressed) as of its date was and as of the date hereof is, true and correct in all material respects and does not contain any

untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(v) The City has complied with all agreements and covenants, and satisfied all conditions, on its part to be complied with or satisfied under the Bond Purchase Agreement and under the Community Facilities District Resolutions, the Formation Documents, the City Documents and the Official Statement at or prior to the date hereof;

(vi) No event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date hereof any statement or information contained in the Preliminary Official Statement or the Official Statement (other than statements pertaining to the book-entry system and under the headings "THE DISTRICT – Development in the District," as to which no view is expressed) or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect;

(vii) The use of and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offer and sale of the Bonds is hereby ratified; and

(viii) The City and the Community Facilities District are each in compliance with all covenants set forth in the Fiscal Agent Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

Dated: _____, 2019

CITY OF RANCHO CORDOVA

By: _____

Its: _____

APPENDIX D

U.S. BANK NATIONAL ASSOCIATION CERTIFICATE

The undersigned is an authorized officer of U.S. Bank National Association (the "Bank"), and as such, is familiar with the facts herein certified and is authorized and qualified to state and certify the following:

(i) The Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full power and authority to accept and perform its duties under the Fiscal Agent Agreement, dated as of December 1, 2019 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank National Association, as fiscal agent. Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Bond Purchase Agreement, dated _____, 2019, by and between the City and Piper Jaffray & Co.;

(ii) Pursuant to the Fiscal Agent Agreement, the Bank will apply the proceeds from the Bonds to the purposes specified in the Fiscal Agent Agreement;

(iii) The Bank is duly authorized to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement;

(iv) The Fiscal Agent Agreement has been duly authorized, executed and delivered by the Bank and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the Bank enforceable against the Bank in accordance with its terms;

(v) The Bonds have been validly authenticated and delivered by the Bank pursuant to the Fiscal Agent Agreement;

(vi) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Bank of the other transactions contemplated to be performed by the Bank in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement;

(vii) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body that has been served on the Bank or, to the best of its knowledge, threatened in any way affecting the existence of the Bank, or seeking to restrain or to enjoin the execution and delivery of the Fiscal Agent Agreement or the authentication of the Bonds, by the Bank, or in any way contesting or affecting the validity or enforceability, as against the Bank, of the Fiscal Agent Agreement or any action of the Bank contemplated by any of said documents, or in which an adverse outcome would materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement;

(viii) The Bank is not in breach of or in default under any applicable law or administrative rule or regulation of the State of California (the "State") or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement (*provided, however*, that the Bank does not certify as to compliance with State or federal securities laws); and

(ix) The authentication of the Bonds, and the execution and delivery of the Fiscal Agent Agreement by the Bank, and compliance with the provisions of each, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, ordinance, resolution, Fiscal Agent Agreement, contract, agreement or other instrument to which the Bank is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the ability of the Bank to perform its obligations under the Fiscal Agent Agreement.

Dated: _____, 2019

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Officer

APPENDIX E

FISCAL AGENT'S COUNSEL OPINION

_____, 2019

City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
Rancho Cordova, California

Piper Jaffray & Co.
El Segundo, California

Re: $_____ City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds, Series 2019

Ladies and Gentlemen:

We have acted as counsel for U.S. Bank National Association, a national banking association (the "Bank") in connection with the execution by the Bank of the Fiscal Agent Agreement, dated as of December 1, 2019 (the "Fiscal Agent Agreement"), by and between the City and the Bank, as Fiscal Agent. We are generally familiar with the Articles of Association and the Bylaws of the Bank and are also familiar with the corporate proceedings of the Bank with regard to its authorization, execution and delivery of the Fiscal Agent Agreement. Capitalized terms used herein shall have the respective meanings ascribed to them in the Fiscal Agent Agreement, except as otherwise defined herein.

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of this opinion. In such review, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity with originals of all documents submitted to us as copies. Where questions of fact material to our opinions expressed below were not established independently, we have relied upon statements of officers of the Bank as contained in their certificates.

Based upon the foregoing, we are of the opinion that:

1. The Bank is a national banking association duly organized, validly existing and in good standing under the laws of the United States of America.

2. The Bank has all requisite corporate power, authority and legal right to execute and deliver the Fiscal Agent Agreement and to perform its duties and obligations under the Fiscal Agent Agreement, and has taken all necessary corporate action to authorize the execution and delivery thereof and the performance of its obligations thereunder, including the authentication and delivery of the Bonds in its capacity as Fiscal Agent under the Fiscal Agent Agreement.

3. The Bank has duly authorized, executed and delivered the Fiscal Agent Agreement. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Fiscal Agent Agreement is a legal, valid and binding agreement of the Bank, enforceable in accordance with its terms against the Bank.

4. To our knowledge, no authorization, approval, consent, or order of any governmental agency or regulatory authority having jurisdiction over the Bank that has not been obtained by the Bank is required for the authorization, execution and delivery by the Bank of the Fiscal Agent Agreement or the authentication and delivery of the Bonds by the Bank under the Fiscal Agent Agreement.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) the opinions are subject to the effect of any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws of general application affecting creditors' rights; and

(b) the opinions are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

Our opinions expressed above are limited to the laws of the State of California and the federal laws of the United States of America.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

APPENDIX F

CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

CERTIFICATE OF SPECIAL TAX CONSULTANT

The undersigned hereby states and certifies:

1. That he is an authorized officer of Goodwin Consulting Group, Inc. (the "Special Tax Consultant") and as such is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That the Special Tax Consultant has prepared the Rate and Method of Apportionment of Special Tax (the "Rate and Method") as set forth in Appendix A to the Official Statement dated _____, 2019, for the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 (the "Community Facilities District") Special Tax Bonds, Series 2019 (the "Bonds"). Capitalized terms not otherwise defined herein shall be defined as provided in the Rate and Method or the Fiscal Agent Agreement, dated as of December 1, 2019 (the "Fiscal Agent Agreement"), by and between the City and the Fiscal Agent named therein.

3. That the Special Taxes, if levied in accordance with the Rate and Method and collected will annually yield sufficient revenue to make timely payments of the annual debt service on the Bonds, and annual Administrative Expenses related to the levy and collection of the Special Taxes and the expenses of the Fiscal Agent for the Bonds (no representation is made as to the actual amounts that will be collected in future years).

4. That the Annual Special Tax, if collected in the maximum amounts permitted pursuant to the Rate and Method on the Closing Date, would generate at least 110% of the Annual Debt Service payable with respect to the Bonds payable from such Special Taxes plus estimated Administrative Expenses equal to a maximum of $_____ for Fiscal Year 2019-20 (subject to inflation at 2.00% per Fiscal Year effective for Fiscal Year 2020-21), assuming the debt service schedule shown in the Official Statement is true and correct.

5. That all information supplied by the Special Tax Consultant for use in the Official Statement is true and correct, as of the date of the Official Statement and as of the date hereof.

6. That, as of the dates of the Preliminary Official Statement and the Official Statement and as of the date hereof, the information contained in those portions of the Official Statement entitled "SECURITY FOR THE 2019 BONDS – Special Taxes and – Special Tax Formula," "THE DISTRICT," "CONTINUING DISCLOSURE," "APPENDIX A," including the tables sourced to the Special Tax Consultant, and the other data provided by the Special Tax Consultant and included in the Official Statement, do not, to our knowledge, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

7. The Community Facilities District, the City, the Underwriter, Piper Jaffray & Co., and all the professionals involved in the financing are entitled to rely on this Certificate.

Dated: _____, 2019

GOODWIN CONSULTING GROUP

By: _____

Title: _____

APPENDIX G

CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

CERTIFICATE OF PROPERTY OWNER

_____, 2019

The undersigned party certifies and represents that it is duly authorized on behalf of LENNAR HOMES OF CALIFORNIA, INC., a California corporation (the "Property Owner"), to execute and deliver this certificate (this "Certificate") in connection with the issuance, sale and delivery by City of Rancho Cordova of the Bonds captioned above (the "Bonds").

Capitalized terms used but not defined in this Certificate have the same meaning as is set forth in the Bond Purchase Agreement with respect to the Bonds between Piper Jaffray & Co., as underwriter (the "Underwriter"), and the City.

As used in this Certificate, the phrase "Actual Knowledge of the Undersigned" means the actual knowledge (as opposed to constructive) that the undersigned currently has as of the date of this Certificate or has obtained through (i) interviews with such current officers and responsible employees of the Property Owner as the undersigned has reasonably determined are likely, in the ordinary course of his or her respective duties, to have knowledge of the matters set forth in this Certificate, and (ii) review of documents reasonably available to the undersigned and which the undersigned reasonably deemed necessary for the undersigned to obtain knowledge of the matters set forth this Certificate. The undersigned has not conducted any extraordinary inspection or inquiry other than such inspections or inquiries as are prudent and customary in connection with the ordinary course of the Property Owner's current business and operations. The undersigned has not contacted individuals who are no longer employed by the Property Owner. The Property Owner further notes that Lennar Corporation, a Delaware corporation ("Lennar Corporation") completed a merger with CalAtlantic Group, Inc., a Delaware corporation ("CalAtlantic") in February, 2018, pursuant to which CalAtlantic merged with and into a subsidiary of Lennar Corporation, with the subsidiary of Lennar Corporation being the surviving entity. Separate and apart from Lennar Corporation's due diligence efforts for purposes of completing the acquisition of CalAtlantic, for purposes of this Certificate, individuals who were employees and officers of CalAtlantic and its subsidiaries prior to the merger have not been consulted or contacted and documents entered into by CalAtlantic and its subsidiaries or related to their properties and projects have not been reviewed.

As used in this Certificate, the term "Relevant Entity" of the Property Owner means any Person presently directly or indirectly through one or more intermediaries controlling, controlled by or under common control with the Property Owner, and about whom information could be material to potential investors in their investment decision regarding the Bonds (including without limitation information relevant to Property Owner's proposed development of the Property (defined herein), or to the Property Owner's ability to pay the Special Taxes prior to delinquency). As used in this Certificate, the term "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a

government or political subdivision thereof. For purposes hereof, the term "control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

As used in this Certificate, the term "Property" means the real property currently owned by the Property Owner within the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 (the "Community Facilities District"), as further described in the Preliminary Official Statement.

The undersigned certifies that he or she is familiar with the facts set forth in this Certificate, and further hereby certifies to the Actual Knowledge of the Undersigned as follows, as an authorized offer or representative of Property Owner:

(1) The Property Owner has been duly organized and validly exists in good standing under the laws of the State of California and has or will have prior to the Closing, as required, all requisite right, power and authority:

(i) to execute and deliver this Certificate,

(ii) to execute and deliver the Property Owner Continuing Disclosure Agreement at Closing,

(iii) to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(iv) to carry on its business as described in the Preliminary Official Statement, and

(v) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(2) The Property Owner agrees to execute at Closing the Property Owner Continuing Disclosure Agreement substantially in the form attached to the Preliminary Official Statement under Appendix F, with such additional changes as may be agreed upon by the Underwriter, Bond Counsel and the Property Owner.

(3) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, Property Owner is not aware of any material failures by it or any entity under managerial control of Property Owner to comply in all material respects with previous continuing disclosure undertakings in a written certificate or agreement executed by it or its Relevant Entities to provide periodic continuing disclosure reports or notices of material events respecting securities offerings in California within the past five (5) years.

(4) To the Actual Knowledge of the Undersigned, execution and delivery of the Property Owner Continuing Disclosure Agreement, and the performance by the Property Owner of its obligations under the Property Owner Continuing Disclosure Agreement, will not conflict with or constitute a breach of or default under any loans, lines of credit,

agreements, or other contractual or financial obligations of the Property Owner, or any applicable law, regulation, judgment or decree.

(5) To the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in material default on any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or in breach of any applicable law, regulation, judgment or decree, and no event has occurred and is continuing that would constitute such a default or breach, the result of which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) to carry on its business as described in the Preliminary Official Statement, or

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(6) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, the Property Owner has not assumed any obligations under any loans, lines of credit, credit agreements, or other material contractual or financial obligations, or any applicable judgment or decree, which could reasonably be expected to materially and adversely affect the ability of the Property Owner:

(i) to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) to carry on its business as described in the Preliminary Official Statement, or

(iv) to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(7) Except as described in the Preliminary Official Statement, the Property Owner does not have any loans outstanding and unpaid and no lines of credit that are secured by the Property.

(8) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, neither the Property Owner nor any of its Relevant Entities is currently in default in, or, in the last five (5) years, has ever defaulted to any material extent in, the payment of special taxes or assessments in connection with the Community Facilities District or any other community facilities districts or assessment districts in California that was not cured prior to the institution of any enforcement action with a court of law.

(9) Except as disclosed in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there is no litigation, inquiry, investigation or administrative proceeding of any nature pending against the Property Owner (with service of process to the Property Owner having been accomplished), or to the Actual Knowledge of the Undersigned, overtly threatened in writing against the Property Owner, or to the Actual Knowledge of the Undersigned, pending (with service of process to such Relevant Entity having been accomplished) or overtly threatened in writing against any Relevant Entity of the Property Owner, in each case which, if successful, could reasonably be expected to:

(i) materially and adversely affect the ability of the Property Owner to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) materially and adversely affect the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) materially and adversely affect the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement,

(iv) materially adversely affect the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement,

(v) challenge, question the validity or enforceability of, or restrain or enjoin the performance of, the Special Taxes, the Bonds, the Resolution, the Fiscal Agent Agreement, the Property Owner Continuing Disclosure Agreement or the Bond Purchase Agreement, or

(vi) restrain or enjoin collection of Special Taxes or other sums to be pledged to pay the principal of and interest on the Bonds.

(10) Except as disclosed in the Preliminary Official Statement or in this Certificate:

(i) the Property Owner and, to the Actual Knowledge of the Undersigned, its Relevant Entities, are solvent;

(ii) except as set forth in this paragraph, neither the Property Owner nor, to the Actual Knowledge of the Undersigned, any of its Relevant Entities, has filed for bankruptcy or been declared bankrupt in the last 10 years provided, that Lennar Mare Island, LLC, a Relevant Entity of the Property Owner, was one of the twenty-two debtors in the June 2008 Landsource bankruptcy case, which has subsequently been discharged; and

(iii) to the Actual Knowledge of the Undersigned, there are no proceedings pending (with service of process to the Property Owner having been accomplished) or overtly threatened in writing in which the Property Owner or any of its Relevant Entities may be adjudicated as bankrupt, become the debtor in a bankruptcy proceeding, be discharged from any or all of its respective debts or obligations, be

granted an extension of time to pay its respective debts or obligations, or be granted a reorganization or readjustment of its respective debts or obligations.

(11) As of the date hereof, the information in the sections of the Preliminary Official Statement entitled "THE DISTRICT – Development in the District," "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT," and "CONTINUING DISCLOSURE," concerning the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner) is true and correct in all material respects, and contains no untrue statement of a material fact and does not omit any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(12) Except as disclosed in the Preliminary Official Statement, the Property Owner has not submitted an application for, nor received actual notice of,

(i) the formation or authorization of any other assessment district or community facilities district that would include any portion of the Property, or

(ii) the authorization or issuance of any debt secured by an assessment or another special tax to be levied on any portion of the Property, other than the Special Tax.

(13) Except as set forth in the Preliminary Official Statement, to the Actual Knowledge of the Undersigned, there are no claims, disputes, lawsuits, actions or contingent liabilities of or against the Property Owner or its Relevant Entities, or among, by or between the Property Owner and any contractors working on the development of the Property, which could reasonably be expected to materially and adversely affect:

(i) the ability of the Property Owner to acquire, own, develop and sell the Property, as described in the Preliminary Official Statement,

(ii) the ability of the Property Owner to pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency,

(iii) the ability of the Property Owner to carry on its business as described in the Preliminary Official Statement, or

(iv) the ability of the Property Owner to perform its obligations under the Property Owner Continuing Disclosure Agreement.

(14) To the Actual Knowledge of the Undersigned, all information submitted by, or on behalf of, the Property Owner to (i) the Appraiser, as such information is set forth in the Appraisal, was, at the time of submission, and, except as modified by later information submitted by such Property Owner, is, as of the date of this Certificate, true and correct in all material respects, and (ii) the City, the Community Facilities District, Bond Counsel, Disclosure Counsel, or the Underwriter in connection with the issuance of the Bonds was, at the time of submission and, except as modified by later information submitted by such Property Owner, is as of the date of this Certificate, true and correct in all material respects.

(15) The Property Owner covenants that, while the Bonds or any refunding obligations related thereto are outstanding, the Property Owner will not bring any action, suit, proceeding, inquiry or investigation at law or in equity, before any court, regulatory agency, public board or body, that in any way:

(i) seeks to challenge or overturn the formation of the Community Facilities District,

(ii) seeks to challenge the adoption of the ordinance levying Special Taxes within the Community Facilities District,

(iii) seeks to invalidate the Community Facilities District or any of the Bonds or any refunding obligations, or

(iv) seeks to invalidate the special tax liens imposed under Section 3115.5 of the Streets and Highways Code based on recordation of the notices of special tax lien relating thereto.

The foregoing covenant shall not prevent the Property Owner in any way from bringing any other action, suit, proceeding, inquiry or investigation at law or in equity relating to the following:

(a) a claim that the Special Tax has not been levied in accordance with the Rate and Method,

(b) the application or use of the Special Taxes levied and collected, or

(c) the enforcement of the obligations of the City or the Community Facilities District under the Fiscal Agent Agreement or any agreements between the Property Owner and the City or the Community Facilities District or under which the Property Owner is a beneficiary.

(16) The Property Owner has received a copy of the Rate and Method containing the prepayment formula. The Property Owner acknowledges that any prepayment of the Special Taxes may only be made in accordance with the Rate and Method.

(17) The Property Owner shall comply with the provision of the Mello-Roos Community Facilities Act of 1982, as amended, relating to the Notice of Special Tax described in California Government Code Section 53341.5 in connection with the sale of the Property.

(18) Based upon its current development plans, including, without limitation, its current budget and subject to economic conditions and risks generally inherent in the development of real property, the Property Owner anticipates that it will have sufficient funds to (i) carry on its business as described in the Preliminary Official Statement, (ii) acquire, own, develop and sell the Property as described in the Preliminary Official Statement, and (iii) pay Special Taxes on the Property (to the extent the responsibility of the Property Owner) prior to delinquency.

However, no assurance can be given that sources of financing available to the Property Owner will be sufficient to complete the property development and home construction as currently anticipated and as described in the Preliminary Official Statement. While the Property Owner has made such internal financing available in the past, there can be no assurance whatsoever of its willingness or ability to do so in the future. Neither the Property Owner nor any of its Relevant Entities has any legal obligation of any kind to make any such funds available or to obtain loans. Other than pointing out the willingness of the Property Owner to provide internal financing in the past, the Property Owner has not represented in any way that it will do so in the future. If and to the extent that internal financing and home sales revenues are inadequate to pay the costs to complete the Property Owner's planned development in the Community Facilities District and other financing by the Property Owner is not put into place, there could be a shortfall in the funds required to complete the proposed development by the Property Owner and portions of the Property may not be developed.

(19) The Property Owner consents to the issuance of the Bonds. The Property Owner acknowledges and agrees that the proceeds of such Bonds will be used for the acquisition and construction of the improvements described in the Preliminary Official Statement. The Property Owner acknowledges that the costs to acquire and construct such improvements are estimates, and that any increase in costs in excess of the estimated costs relating to improvements will reduce the improvements which may be financed by the City, and neither the City, nor the Community Facilities District has any obligation to provide moneys to pay for any such costs.

(20) During the period between the date of this Certificate and the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting such Property Owner, its Relevant Entities, or the acquisition, ownership, development or sale of the Property which could cause the information under the captions of the Preliminary Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, such Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Preliminary Official Statement, such Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Preliminary Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(21) For a period of 90 days after the Closing Date, if the Property Owner has actual knowledge of any event relating to or affecting the Property Owner, its Relevant Entities, or the acquisition, ownership development or sale of the Property which could cause the information under the captions of the Final Official Statement indicated in Section 11 of this Certificate (and subject to the limitations and exclusions contained in Section 11 of this Certificate) to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Property Owner shall notify the City and the Underwriter and if, in the opinion of counsel to the City or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Final Official Statement,

the Property Owner shall reasonably cooperate with the City in the preparation of an amendment or supplement to the Final Official Statement in form and substance satisfactory to counsel to the City and to the Underwriter.

(22) As a condition to the issuance of the Bonds, the Property Owner agrees to deliver a bring-down certificate, dated the Closing Date, in substantially the form attached as Appendix H to the Bond Purchase Agreement, to affirm and restate the Property Owner's certifications, representations and covenants made in this Certificate. If any event related to or affecting the Property Owner, its Relevant Entities or the acquisition, ownership, development or sale of the Property occurs, as a result of which it is necessary to modify the bring-down certificate, the Property Owner agrees to deliver a new bring-down certificate revised to reflect such event.

(23) The Property Owner acknowledges and agrees that:

(i) in connection with the purchase and sale of the Bonds under the Bond Purchase Agreement, and with the discussions, undertakings and procedures leading up to the consummation of the purchase and sale of the Bonds under the Bond Purchase Agreement, the Underwriter is and has been acting solely as principal and is not acting as the agent or fiduciary of the Property Owner,

(iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Property Owner with respect to (a) the offering of the Bonds contemplated hereby or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Property Owner on other matters), or (b) any other obligation to the Property Owner with respect to the offering contemplated by the Bond Purchase Agreement, and

(iii) the Property Owner has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering contemplated by the Bond Purchase Agreement.

On behalf of the Property Owner, I have reviewed the contents of this Certificate and the Property Owner has consulted with counsel regarding the meaning of its contents. The Property Owner acknowledges and understands that a variety of state and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended, may apply to the Property Owner, and that under some circumstances certification as to the matters set forth in this Certificate, without additional disclosures or other action, may not fully discharge all duties and obligations of the Property Owner under such laws.

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

By:_____

Name:_____

Title:_____

APPENDIX H

$_____
CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

BRING-DOWN CERTIFICATE OF PROPERTY OWNER

The undersigned party certifies and represents he or she it is duly authorized on behalf of LENNAR HOMES OF CALIFORNIA, INC., a California corporation (the "Property Owner") to execute and deliver this certificate (this "Certificate") in connection with the issuance, sale and delivery by City of Rancho Cordova of the Bonds captioned above (the "Bonds").

This Bring-Down Certificate is delivered pursuant to the Bond Purchase Agreement with respect to the Bonds dated _____, 2019, between Piper Jaffray & Co., as underwriter, and the City (the "Purchase Agreement").

In connection with the distribution of the Preliminary Official Statement relating to the Bonds, the Property Owner executed a Certificate of Property Owner dated _____, 2019 (the "Certificate").

Capitalized terms used but not defined in this Bring-Down Certificate have the same meanings as set forth in the Purchase Agreement and the Certificate.

The undersigned, on behalf of the Property Owner, further certifies as follows:

(1) The undersigned is familiar with the facts certified in the Certificate and this Bring-Down Certificate, and is authorized and qualified to certify the same as an authorized officer or representative of the Property Owner.

(2) The undersigned has received the final Official Statement relating to the Bonds (the "Final Official Statement").

(3) Each statement made in the Certificate is affirmed and restated as if made on the date hereof; provided that each statement made in the Certificate referring to the Preliminary Official Statement is affirmed as it relates to the Final Official Statement.

(4) To the Actual Knowledge of the Undersigned (as defined in the Certificate), no event has occurred since the date of the Preliminary Official Statement that has, in any material way, adversely affected the statements and information described in Paragraph 11 of the Certificate (and subject to the limitations and exclusions contained in Paragraph 11 of the Certificate) relating to the Property Owner and its Relevant Entities, the Property, the Property Owner's development and financing plans, and the Property Owner's contractual arrangements (but excluding any information cited as coming from a source other than the Property Owner), which should be disclosed in the Final Official Statement for the purposes for which it is to be used in order to make such statements and information contained in the Final Official Statement not misleading in any material respect.

(5) The Property Owner has duly executed and delivered the Property Owner Continuing Disclosure Agreement, and the Property Owner Continuing Disclosure Agreement constitutes the legal, valid and binding obligation of the Property Owner, enforceable against the Property Owner in accordance with its terms, except as such enforcement is limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, fraudulent conveyance, and other similar laws relating to or affecting the rights of creditors and certain equitable, legal, or statutory principles affecting the enforcement of contractual rights generally, regardless of whether such enforcement is considered in a proceeding in equity or at law.

Dated: _____, 2019

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

By:_____

Name:_____

Title:_____

APPENDIX I

CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

CERTIFICATE OF APPRAISER

Integra Realty Resources (the "Appraiser"), Rocklin, California prepared an appraisal of the properties within the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 (the "Community Facilities District") dated _____, 2019 (the "Appraisal"). The Appraisal is described and summarized in the Preliminary Official Statement dated _____, 2019 (the "Preliminary Official Statement") and the Official Statement dated _____, 2019 (the "Official Statement"), including as Appendix B thereto, relating to the bonds captioned above.

The Appraiser hereby certifies that, to the best of his knowledge and belief, all information with respect to the Appraisal in the Preliminary Official Statement and in the Official Statement was true and correct as of the date of the Appraisal and that the Appraiser is aware that acts and events may have occurred since the date of the Appraisal which could result in both positive and negative effects on market value; however, an updated Appraisal has not been completed as of this date.

The Appraiser hereby consents to the use of the Appraisal in connection with the distribution and use of the Preliminary Official Statement and Official Statement.

Dated: _____, 2019

INTEGRA REALTY RESOURCES

By:_____

APPENDIX J

$_____
CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Jaffray & Co. ("Piper") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. ***Sale of the Bonds***. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms***.

(a) *Issuer* means the City of Rancho Cordova.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Dated: _____, 2019

PIPER JAFFRAY & CO.

By: _____
Managing Director

SCHEDULE A

SALE PRICES

(*Attached*)

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER [6], 2019

NEW ISSUE-FULL - BOOK ENTRY **NOT RATED**

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the 2019 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

$7,105,000*
CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

Dated: Date of Delivery **Due: September 1, as shown on inside cover**

Authority for Issuance. The above-captioned bonds (the "2019 Bonds"), are being issued by the City of Rancho Cordova (the "City") by and through its Grantline 208 Community Facilities District No. 2018-1 (the "District"). The 2019 Bonds are special tax obligations of the City, authorized pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, et seq. (the "Mello-Roos Act"), and are issued pursuant to a Fiscal Agent Agreement, dated as of December 1, 2019 (the "Fiscal Agent Agreement") by and between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). See "THE 2019 BONDS – Authority for Issuance."

Security and Sources of Payment. The 2019 Bonds are secured by and payable from a pledge of Special Tax Revenues (as defined herein) levied on property within the District according to a rate and method of apportionment of special tax, including from the proceeds of any foreclosure actions brought following a delinquency in the payment of the Special Taxes (as defined herein), and from amounts held in certain funds under the Fiscal Agent Agreement, all as more fully described herein. The taxable real property within the District consists of mostly undeveloped land planned primarily for single family residential development. **Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. In the event of delinquency, proceedings may be conducted only against the parcel of real property securing the delinquent Special Tax. There is no assurance the owners will be able to pay the Special Tax or that they will pay such Special Tax even though financially able to do so.** To provide funds for payment of the 2019 Bonds and the interest thereon as a result of any delinquent installments, the City will establish a Reserve Fund from Bond proceeds, as described herein. See "SECURITY FOR THE 2019 BONDS."

Property in the District subject to the Special Tax is comprised of land in the City of Rancho Cordova, Sacramento County, California, entitled for development of 502 single-family homes, as well as public and quasi-public uses, parks and open space not subject to the Special Tax. All the property in the District is currently owned by Lennar Homes of California, Inc. ("Lennar Homes"), which has installed certain backbone infrastructure and mapped 6 large lot "villages" for development. Five of the six villages have final maps in place, and home sales have begun. See "THE DISTRICT."

Use of Proceeds. The 2019 Bonds are being issued to (i) construct and acquire certain public facilities, including payment of fees related to public facilities, authorized for the District; (ii) make a deposit into the debt service reserve fund for the 2019 Bonds; (iii) pay capitalized interest on a portion of the 2019 Bonds through and including March 1, 2020; and (iv) pay the costs of issuance of the 2019 Bonds. See "FINANCING PLAN."

Bond Terms. Interest on the 2019 Bonds is payable March 1, 2020, and thereafter semiannually on March 1 and September 1 of each year. The 2019 Bonds will be issued in the denomination of $5,000 or integral multiples of $5,000 in excess thereof. The 2019 Bonds, when delivered, will be initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the 2019 Bonds. See "THE 2019 BONDS – Description of the 2019 Bonds" and "APPENDIX G – DTC and the Book-Entry Only System."

Redemption. The 2019 Bonds are subject to optional redemption, mandatory sinking fund redemption, and special mandatory redemption from prepaid Special Taxes. See "THE 2019 BONDS – Redemption."

THE 2019 BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM THE SPECIAL TAX REVENUES AND CERTAIN OTHER FUNDS AND AMOUNTS HELD BY THE FISCAL AGENT UNDER THE FISCAL AGENT AGREEMENT. THE INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT, INCLUDING INFORMATION UNDER THE HEADING "BOND OWNERS' RISKS," SHOULD BE READ IN ITS ENTIRETY.

MATURITY SCHEDULE
(see inside cover)

This cover page contains certain information for quick reference only. It is not a summary of essential information about the 2019 Bonds. Potential investors should read this entire Official Statement to obtain information essential for making an informed investment decision. Investment in the 2019 Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of special risk factors that should be considered in evaluating the investment quality of the 2019 Bonds.

The 2019 Bonds are offered when, as and if issued by the City and accepted by the Underwriter, subject to approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, and subject to certain other conditions. Jones Hall, A Professional Law Corporation, also serves as disclosure counsel to the City. Certain matters will be passed upon for the City by Meyers Nave, A Professional Law Corporation, Sacramento, California, as City Attorney. Certain legal matters will be passed upon for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California. It is anticipated that the 2019 Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about December 5, 2019.

[PIPER LOGO]

The date of this Official Statement is: _____, 2019.

_____
* Preliminary; subject to change.

ATTACHMENT 4

MATURITY SCHEDULE

$_____ Serial Bonds
(Base CUSIP†: _____)

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP† ( )

$_____ _____% Term Bond due September 1, ____, Yield: _____%, Price: _____%; CUSIP† _____

† Copyright 2019, American Bankers Association. CUSIP data herein are provided by CUSIP Global Services, managed by Standard & Poor's Capital IQ, and are provided for convenience of reference only. None of the City, the District nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

CITY OF RANCHO CORDOVA

City Council

Robert J. McGarvey, Mayor
David M. Sander, Ph.D., Vice Mayor
Linda Budge, Councilmember
Garrett Gatewood, Councilmember
Donald Terry, Councilmember

Staff

Cyrus Abhar, City Manager
Kim Juran-Karageorgiou, Administrative Services Director
Stacy Leitner, City Clerk
Adam Lindgren of Meyers Nave, A Professional Law Corporation, City Attorney

SPECIAL SERVICES

Bond Counsel and Disclosure Counsel
Jones Hall, A Professional Law Corporation
San Francisco, California

Municipal Advisor
NHA Advisors, LLC
San Rafael, California

Special Tax Consultant
Goodwin Consulting Group, Inc.
Sacramento, California

Appraiser
Integra Realty Resources
Sacramento, California

Fiscal Agent
U.S. Bank National Association
Seattle, Washington

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OFFICIAL STATEMENT

$7,105,000*
CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

This Official Statement, including the cover page and all appendices hereto, is provided to furnish certain information in connection with the issuance by the City of Rancho Cordova (the "**City**"), for and on behalf of its Grantline 208 Community Facilities District No. 2018-1 (the "**District**"), of the above-captioned bonds (the "**2019 Bonds**").

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Definitions of certain terms used herein and not defined herein shall have the meaning set forth in the Fiscal Agent Agreement. See APPENDIX C.

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and attached appendices, and the documents summarized or described in this Official Statement. A full review should be made of the entire Official Statement. The offering of the 2019 Bonds to potential investors is made only by means of the entire Official Statement.

Creation of the District. The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed $35,000,000 at a special election in the District held on October 1, 2018, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Sections 53311, *et seq*., of the Government Code of the State of California) (the "**Mello-Roos Act**"). The 2019 Bonds represent the first series of special tax bonds authorized and issued by the City for the District.

The 2019 Bonds. The 2019 Bonds are issued pursuant to the provisions of the Mello-Roos Act, a Fiscal Agent Agreement, dated as of December 1, 2019 (the "**Fiscal Agent Agreement**") between the City and U.S. Bank National Association, as fiscal agent (the "**Fiscal Agent**"), and a resolution adopted on November 4, 2019 by the City Council of the City, which authorized the issuance of the 2019 Bonds (the "**Resolution**").

Registration of Ownership of the 2019 Bonds. The 2019 Bonds are issued only as fully registered bonds in book-entry form, registered in the name of Cede & Co., as nominee of The

* Preliminary; subject to change.

Depository Trust Company ("**DTC**"), without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be dated as of and bear interest from the date of delivery thereof at the rate or rates set forth on the cover page hereof. Interest on the 2019 Bonds is payable on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2020. Ultimate purchasers of 2019 Bonds will not receive physical certificates representing their interest in the 2019 Bonds. So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners shall mean Cede & Co., and shall not mean the ultimate purchasers of the 2019 Bonds. Payments of the principal, premium, if any, and interest on the 2019 Bonds will be made directly to DTC, or its nominee, Cede & Co. so long as DTC or Cede & Co. is the registered owner of the 2019 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G - DTC and the Book-Entry Only System."

Use of Proceeds. Proceeds of the 2019 Bonds will primarily be used to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements necessary for development in the District, including payment of fees related thereto (the "**Facilities**," as described herein). The Facilities consist generally of road and related improvements, including drainage, water, sanitary sewer, joint trench utilities, concrete curbs, gutters and sidewalks, maintenance holes, street lighting, landscaping, masonry walls, traffic signals, park improvements (and/or fees to finance such improvements) and other miscellaneous infrastructure improvements necessary for development of property within the District. Proceeds of the 2019 Bonds will also be used to make a deposit in the Reserve Fund (defined herein), pay capitalized interest on a portion of the 2019 Bonds through and including March 1, 2020, and pay the cost of issuance of the 2019 Bonds.

Security and Sources of Payment of the 2019 Bonds. The 2019 Bonds are secured by, and payable from, "**Special Tax Revenues**," which are defined as the proceeds of the Special Taxes annually received by the City, less an amount equal to the Administrative Expense Priority, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. "**Special Taxes**" means the special tax levied on taxable real property within the boundaries of the District under the Rate and Method of Apportionment of Special Tax for the District (the "**Special Tax Formula**"), and "**Administrative Expense Priority**" means (i) for fiscal year 2019-20, $30,000, and (ii) for each subsequent year, an amount equal to the preceding fiscal year's Administrative Expense Priority plus an additional 2% of such amount.

The 2019 Bonds are also payable from amounts held in certain funds and accounts pursuant to the City, including the 2019 Reserve Account of the Reserve Fund, all as more fully described herein. The Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the application of the Special Tax Formula, which is set forth in APPENDIX A hereto. The Special Taxes represent fixed liens on the parcels of land subject to a Special Tax of the District and failure to pay the Special Taxes could result in proceedings to foreclose title to the delinquent property. The Special Taxes do not constitute the personal indebtedness of the owners of taxed parcels and no proceedings to collect directly from an owner is permitted. See "SECURITY FOR THE 2019 BONDS – Special Tax Formula" and "APPENDIX A – Rate and Method of Apportionment of Special Tax."

Pursuant to the Mello-Roos Act, the Resolution of Formation (as defined herein), and the Fiscal Agent Agreement, so long as any 2019 Bonds are outstanding, the City will annually levy the Special Tax against all taxable land within the District in accordance with the proceedings for

the authorization and issuance of the 2019 Bonds and to make provision for the collection of the Special Tax in amounts which will be sufficient to pay interest on, principal of and redemption premium (if any) on the 2019 Bonds as such becomes due and payable and to replenish the Reserve Fund (as defined herein) as necessary. See "SECURITY FOR THE 2019 BONDS – Special Taxes" herein.

The maximum authorized indebtedness for the District is $35,000,000; the 2019 Bonds are the first series of bonds being issued by the District and Additional Bonds are expected to be issued in the future in accordance with the conditions set forth in the Fiscal Agent Agreement (the 2019 Bonds and any such Additional Bonds are collectively referred to herein as the "**Bonds**"). See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Additional Bonds."

In connection with the issuance of the 2019 Bonds, the City will direct the Fiscal Agent to establish a "**Reserve Fund**," and within the Reserve Fund, the "**2019 Reserve Account**," which will be funded in an amount equal to the Reserve Requirement (described herein) with respect to the 2019 Bonds. Amounts in the 2019 Reserve Account of the Reserve Fund are available for payment of the 2019 Bonds in the event of delinquencies in the payment of the Special Taxes to the extent of such delinquencies. See "SECURITY FOR THE 2019 BONDS – Reserve Fund." If there are additional delinquencies after depletion of funds in the Reserve Fund, the City is not obligated to pay the 2019 Bonds, or supplement the Reserve Fund.

Property Subject to the Special Tax. The District is comprised of approximately 208 acres located in the City in the western portion of Sacramento County (the "**County**") and is commonly known as the "Grantline 208" area, which is a portion of the Sunridge Specific Plan. The District has final subdivision map approval for the development of 502 detached residential lots with typical lot sizes projected to range from 4,725 to 5,775 square feet. All of the improvements in the District are being undertaken by Lennar Homes of California, Inc., a California corporation ("**Lennar Homes**" or the "**Developer**"), which has installed certain backbone infrastructure and mapped 6 large lot "villages" for development. Two of the six villages have final maps in place. Lennar Corporation, a Delaware corporation ("**Lennar**"), is the parent company of Lennar Homes. For additional information on Lennar and Lennar Homes, see "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT."

Value of Property in the District. Property in the District is security for the Special Tax. The City ordered preparation of an appraisal report dated October 8, 2019 (the "**Appraisal**"), of the estimated value of the taxable land within the District as of a September 1, 2019 date of value, prepared by Integra Realty Resources, Sacramento, California (the "**Appraiser**"). The Appraiser indicated a value estimate of $30,340,000 as of the date of value, and subject to the conditions and qualifications set forth therein. The Appraisal is set forth in its entirety as APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. In considering the estimates of value evidenced by the Appraisal, it should be noted that the Appraisal is based upon a number of standard and special assumptions that affected the estimates as to value, in addition to the assumption of completion of the Facilities expected to be funded with the proceeds of the 2019 Bonds (but not any Additional Bonds). See "VALUE OF PROPERTY WITHIN THE DISTRICT."

The principal amount of the direct and overlapping debt in the District is $7,580,653*, which consists of the estimated amount of 2019 Bonds ($7,105,000*) and $475,653 of overlapping general obligation bond debt. Consequently, the estimated value of property in the

* Preliminary; subject to change.

District subject to the Special Tax lien ($30,340,000), is approximately 4.0* times the principal amount of the direct and overlapping debt in the District. This is an average, and individual parcels may have value-to-lien ratios that are substantially different. See "VALUE OF PROPERTY WITHIN THE DISTRICT – Value to Special Tax Burden Ratios."

Risks of Investment. Investment in the 2019 Bonds involves risks that may not be appropriate for some investors. See "BOND OWNERS' RISKS" for a discussion of special factors that should be considered, in addition to the other matters set forth herein, in considering the investment quality of the 2019 Bonds.

Limited Obligation of the City. **The general fund of the City is not liable and the full faith and credit of the City is not pledged for the payment of the interest on, or principal of or redemption premiums, if any, on the 2019 Bonds. The 2019 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts, except the Special Tax Revenues and amounts in certain funds established under the Fiscal Agent Agreement as described herein. The 2019 Bonds are special limited obligations of the City, and neither the City Council, the City nor any officer or employee thereof shall be liable for the payment of the interest on or principal of or redemption premiums, if any, on the 2019 Bonds other than from the Special Tax Revenues and amounts in certain funds established under the Fiscal Agent Agreement as described herein.**

Summary of Information. Brief descriptions of certain provisions of the Fiscal Agent Agreement and certain other documents are included herein. The descriptions and summaries of documents herein do not purport to be comprehensive or definitive, and reference is made to each such document for the complete details of all its respective terms and conditions, copies of which are available for inspection at the office of the City. All statements herein with respect to certain rights and remedies are qualified by reference to laws and principles of equity relating to or affecting creditors' rights generally. Capitalized terms used in this Official Statement and not otherwise defined herein have the meanings ascribed to such terms in the Fiscal Agent Agreement. See "APPENDIX C – Summary of Certain Provisions of the Fiscal Agent Agreement." The information and expressions of opinion herein speak only as of the date of this Official Statement and are subject to change without notice. Neither delivery of this Official Statement, any sale made hereunder, nor any future use of this Official Statement shall, under any circumstances, create any implication that there has been no change in the affairs of the City or the District since the date hereof.

* Preliminary; subject to change.

FINANCING PLAN

The 2019 Bonds are being issued to (i) construct and acquire certain public facilities, including payment of fees related to public facilities, authorized for the District (referred to herein as the Facilities; (ii) make a deposit into the 2019 Reserve Account of the Reserve Fund equal to the Reserve Requirement with the 2019 Bonds; (iii) pay capitalized interest on a portion of the 2019 Bonds through and including March 1, 2020; and (iv) pay the costs of issuance of the 2019 Bonds.

A summary of the estimated sources and uses of funds associated with the sale of the 2019 Bonds follows:

Estimated Sources of Funds:	
Principal Amount of the 2019 Bonds	$
Plus/less: [Net] Original Issue Premium/Discount	
Total	$
Estimated Uses of Funds:	
Deposit to Improvement Fund	$
Deposit to 2019 Reserve Account of Reserve Fund[(1)]	
Deposit to Bond Fund[(2)]	
Costs of Issuance[(3)]	
Total	$

(1) Equal to the Reserve Requirement with respect to the 2019 Bonds.
(2) Used to pay capitalized interest on a portion of the 2019 Bonds through and including March 1, 2020.
(3) Used to pay costs of issuance of the 2019 Bonds, including initial fees, expenses and charges of the Fiscal Agent, costs of printing the preliminary and final Official Statements, administrative fees of the City, Underwriter's discount, fees of Bond Counsel and Disclosure Counsel, and other costs of issuance.

THE 2019 BONDS

Authority for Issuance

The 2019 Bonds are issued pursuant to the Fiscal Agent Agreement, the Resolution adopted by the City Council on November 4, 2019, and the Mello-Roos Act.

The District was established and authorized to incur bonded indebtedness in an aggregate principal amount not to exceed $35,000,000 at a special election in the District held on October 1, 2018 pursuant to the Mello-Roos Act. Under the provisions of the Mello-Roos Act, since there were fewer than 12 registered voters residing within the District at any point during the 90-day period preceding the adoption of the City's resolution forming the District on October 1, 2018 (the "**Resolution of Formation**"), the sole qualified elector was the developer/landowner who was entitled to cast one vote for each acre or portion of an acre of land owned within the District. The landowner voted to incur the indebtedness and to approve the annual levy of Special Taxes to be collected within the District, for the purpose of paying for the Facilities, including repaying any indebtedness of the District, replenishing reserve funds and paying the administrative expenses of the District.

The 2019 Bonds are the first series of bonds being issued by the City for the District; after issuance of the 2019 Bonds, the City expects to issue one or more additional series of bonds secured by the Special Tax of the District as development progresses, subject to the conditions set forth in the Fiscal Agent Agreement. See "SECURITY FOR THE 2019 BONDS – Additional Bonds."

Description of the 2019 Bonds

The 2019 Bonds are being issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company ("**DTC**"), and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. Ultimate purchasers of 2019 Bonds will not receive physical certificates representing their interest in the 2019 Bonds. So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, references herein to the Owners shall mean Cede & Co., and shall not mean the ultimate purchasers of the 2019 Bonds. Payments of the principal, premium, if any, and interest on the 2019 Bonds will be made directly to DTC, or its nominee, Cede & Co., by U.S. Bank National Association, as the fiscal agent, registrar and transfer agent (the "**Fiscal Agent**") for the 2019 Bonds, so long as DTC or Cede & Co. is the registered owner of the 2019 Bonds. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G – DTC and the Book-Entry Only System."

The 2019 Bonds will be dated as of and bear interest from the date of delivery thereof at the rates and mature in the amounts and years, as set forth on the cover page hereof. The principal of the 2019 Bonds and premiums due upon the redemption thereof, if any, will be payable in lawful money of the United States of America at the principal corporate trust office of the Fiscal Agent in Seattle, Washington, or such other place as designated by the Fiscal Agent, upon presentation and surrender of the 2019 Bonds.

Interest on the 2019 Bonds, computed on the basis of a 360-day year consisting of twelve 30-day months, will be paid in lawful money of the United States of America semiannually on

March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing March 1, 2020. Interest on the 2019 Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on each Interest Payment Date by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month preceding the Interest Payment Date (the "**Record Date**"), or by wire transfer made on such Interest Payment Date upon written instructions received by the Fiscal Agent on or before the Record Date preceding the Interest Payment Date, of any Owner of $1,000,000 or more in aggregate principal amount of 2019 Bonds; provided that so long as any 2019 Bonds are in book-entry form, payments with respect to such 2019 Bonds shall be made by wire transfer, or such other method acceptable by the Fiscal Agent, to DTC. See "APPENDIX G – DTC and the Book-Entry Only System."

Each 2019 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the Record Date preceding the first Interest Payment Date, in which event it shall bear interest from the dated date; provided, however, that if at the time of authentication of a 2019 Bond, interest is in default thereon, such 2019 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon. So long as the 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, payments of the principal, premium, if any, and interest on the 2019 Bonds will be made directly to DTC, or its nominee, Cede & Co. Disbursements of such payments to DTC's Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC's Participants and Indirect Participants, as more fully described herein. See "APPENDIX G - DTC and the Book-Entry Only System."

Redemption*

Optional Redemption. The 2019 Bonds are subject to optional redemption from any source of available funds (other than prepayments of the Special Tax by property owners), in whole or in part among maturities as specified by the City and by lot within a maturity, on any date on and after September 1, 20__ at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
September 1, 20___ through August 31, 20__	103%
September 1, 20__ through August 31, 20__	102
September 1, 20__ through August 31, 20__	101
September 1, 20__ and any date thereafter	100

Mandatory Redemption from Prepayments. The 2019 Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal

* Preliminary; subject to change.

amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

Redemption Dates	Redemption Price
March 1, 2020 through and including March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

Mandatory Sinking Fund Redemption. The 2019 Bonds maturing September 1, 20__ and September 1, 20__ (the "**Term Bonds**") are subject to mandatory sinking payment redemption in part on September 1, 20__ and September 1, 20__, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

September 1, 20__ Term Bonds

Mandatory Redemption Date (September 1)	Sinking Fund Payment

September 1, 20__ Term Bonds

Mandatory Redemption Date (September 1)	Sinking Fund Payment

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2019 Bonds.

In lieu of redemption, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2019 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2019 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to one or more Information Services, and to the respective registered Owners of any 2019 Bonds designated for redemption, at their addresses appearing on the 2019 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2019 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2019 Bonds are to be called for redemption, shall designate the CUSIP numbers and bond numbers of the 2019 Bonds to be redeemed by giving the individual CUSIP number and number of each 2019 Bond to be redeemed or shall state that all 2019 Bonds between two stated numbers, both inclusive, are to be redeemed or that all of the 2019 Bonds of one or more maturities have been called for redemption, shall state as to any 2019 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2019 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2019 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2019 Bonds. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2019 Bonds then called for redemption, and such cancellation shall not constitute an event of default.

Upon the payment of the redemption price of 2019 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the 2019 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in the Fiscal Agent Agreement for the redemption of less than all of the 2019 Bonds of any maturity, the Fiscal Agent shall select the 2019 Bonds to be redeemed, from all 2019 Bonds or such given portion thereof of such maturity by lot in any manner which the Fiscal Agent in its sole discretion shall deem appropriate. Upon surrender of 2019 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2019 Bond or 2019 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2019 Bond or 2019 Bonds.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2019 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2019 Bonds so called shall cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

Transfer or Exchange of 2019 Bonds

So long as the 2019 Bond*s are registered in the name of Cede & Co., as nominee of DTC, transfers and exchanges of* 2019 Bond*s shall be made in accordance with DTC procedures. See APPENDIX G.* Any 2019 Bond may, in accordance with its terms, be transferred or exchanged by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2019 Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. Whenever any 2019 Bond or 2019 Bonds shall be surrendered for transfer or exchange, the City shall execute and the Fiscal Agent shall authenticate and deliver a new 2019 Bond or 2019 Bonds, for a like aggregate principal amount of 2019 Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer or exchange shall be paid by the City. The Fiscal Agent shall collect from the Owner

requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer or exchange.

No transfers or exchanges of 2019 Bonds shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2019 Bonds for redemption or (ii)˜with respect to a 2019 Bond after such 2019 Bond has been selected for redemption.

SECURITY FOR THE 2019 BONDS

The 2019 Bonds are secured, on a parity basis with any Additional Bonds issued in the future, by and payable from a first pledge of the proceeds of the "**Special Tax Revenues**," defined in the Fiscal Agent Agreement as the proceeds of the Special Tax (as defined in the Special Tax Formula) received by the City, less an amount equal to the Administrative Expense Priority, including all scheduled payments and delinquent payments thereof, interest and penalties thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. *"***Administrative Expense Priority***"* means (i) for fiscal year 2019-20, $30,000, and (ii) for each subsequent year, an amount equal to the preceding fiscal year's Administrative Expense Priority plus an additional 2% of such amount.

All of the Special Tax Revenues and all moneys deposited in the Bond Fund and, until disbursed as provided in the Fiscal Agent Agreement, the Improvement Fund and the Special Tax Fund are pledged to secure the repayment of the Bonds. In addition, the 2019 Bonds are secured by a pledge of all amounts in the 2019 Reserve Account of the Reserve Fund, and each series of Additional Bonds may be secured by a reserve account within the Reserve Fund or a separate reserve fund, as provided in the applicable Supplemental Agreement for such Series. Such pledge shall constitute a first lien on the Special Tax Revenues and said amounts.

The Special Tax Revenues and all moneys deposited into said funds are pledged to the payment of the principal of, and interest and any premium on, the 2019 Bonds as provided in the Fiscal Agent Agreement and in the Mello-Roos Act until all of the 2019 Bonds have been paid and retired or until moneys or Federal Securities (as defined in the Fiscal Agent Agreement) have been set aside irrevocably for that purpose. The City may issue Additional Bonds secured on a parity with the 2019 Bonds, as described herein; see "–Additional Bonds" below.

Amounts in the Costs of Issuance Fund established under the Fiscal Agent Agreement are not pledged to the repayment of the 2019 Bonds. The Facilities are not in any way pledged to pay the debt service on the 2019 Bonds. Any proceeds of condemnation, destruction or other disposition of any Facilities are not pledged to pay the debt service on the 2019 Bonds and are free and clear of any lien or obligation imposed under the Fiscal Agent Agreement.

Special Taxes

A Special Tax applicable to each taxable parcel in the District will be levied and collected according to the tax liability determined by the City through the application of the Special Tax Formula prepared by Goodwin Consulting Group, Inc., Sacramento, California (the "**Special Tax Consultant**") and set forth in APPENDIX A hereto, for all taxable properties in the District. Interest and principal on the 2019 Bonds is payable from the annual Special Taxes to be levied and collected on such property within the District, from amounts held in certain funds and accounts established under the Fiscal Agent Agreement and from the proceeds, if any, from the sale of such property for delinquency of such Special Taxes.

The Special Taxes are exempt from the property tax limitation of Article XIIIA of the California Constitution, pursuant to Section 4 thereof as a "special tax" authorized by a two-thirds vote of the qualified electors. The levy of the Special Taxes was authorized by the City pursuant to the Mello-Roos Act in a maximum amount determined according to the Special Tax Formula approved by the City. See "Special Tax Formula" below and "APPENDIX A - Rate and Method of Apportionment of Special Tax."

The amount of Special Taxes that the District may levy in any year, from which principal and interest on the 2019 Bonds is to be paid, is limited by the maximum rates approved by the qualified electors within the District which are set forth as the "**Maximum Special Tax**" in the Special Tax Formula. Under the Special Tax Formula, Special Taxes will be levied annually in an amount not in excess of the Maximum Special Tax for the purpose of making payments on the 2019 Bonds. The Special Taxes and any interest earned on the Special Taxes shall constitute a trust fund for the principal of and interest on the 2019 Bonds pursuant to the Fiscal Agent Agreement and, so long as the amount levied for principal of and interest on these obligations remains unpaid, the Special Taxes and investment earnings thereon shall not be used for any other purpose, except as permitted by the Fiscal Agent Agreement, and shall be held in trust for the benefit of the owners thereof and shall be applied pursuant to the Fiscal Agent Agreement. The Special Tax Formula apportions the Special Tax Requirement (as defined in the Special Tax Formula and described below) among the taxable parcels of real property within the District according to the rate and methodology set forth in the Special Tax Formula. See "Special Tax Formula" below. See also "APPENDIX A – Rate and Method of Apportionment of Special Tax."

The City may levy the Special Tax at the Maximum Special Tax rate authorized by the qualified electors within the District as set forth in the Special Tax Formula if conditions so require and the City has covenanted to annually levy the Special Taxes in an amount at least sufficient to pay the Special Tax Requirement (as defined below). Because each Special Tax levy for payment of the 2019 Bonds is limited to the Maximum Special Tax rates authorized as set forth in the Special Tax Formula, no assurance can be given that, in the event of Special Tax delinquencies, the amount of the Special Tax Requirement will in fact be collected in any given year. See "BOND OWNERS' RISKS – Levy and Collection of the Special Tax" herein. The Special Taxes are collected for the City by the County in the same manner and at the same time as *ad valorem* property taxes.

In addition to the Maximum Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Mello-Roos Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults.

Special Tax Formula

The Special Tax authorized under the Mello-Roos Act applicable to land within the District will be levied and collected according to the tax liability determined by the City through the application of the appropriate amount or rate as described in the Special Tax Formula (defined terms set forth below in this section have the meanings set forth in the Special Tax Formula) set forth in "APPENDIX A – Rate and Method of Apportionment of Special Tax." The Special Tax will be levied each year from parcels within the District in an amount at least sufficient to pay debt service on outstanding Bonds and administrative expenses of the District. The Special Tax is expected to be collected at the same time and in the same manner as *ad valorem* property taxes. The City reserves the right to collect the taxes in another manner if required to meet annual obligations of the District.

Each year, the City will determine the Special Tax Requirement of the District for the upcoming fiscal year. The "**Special Tax Requirement**" is defined in the Special Tax Formula as the amount necessary in any fiscal year (i) to pay principal and interest on Bonds which are due in the calendar year which begins in such fiscal year, (ii) to pay periodic costs for the Bonds,

including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds, (iii) to replenish reserve funds to the extent such replenishment was not included in the computation of the Special Tax Requirement in a previous fiscal year, (iv) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior fiscal year or, based on prior delinquencies, are expected to occur in the current fiscal year, (v) to pay Administrative Expenses, and (v) to pay directly for Authorized Facilities, so long as such levy under this clause (v) does not increase the Special Tax on Undeveloped Property (as defined in the Special Tax Formula). The Special Tax Requirement components in clauses (i) and (ii) may be reduced in any fiscal year by (a) interest earnings on, or surplus balances in, funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to the Indenture, Bond resolution, or other legal document that set forth these terms, (b) in the sole and absolute discretion of the City, proceeds received by the City from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs as determined by the City.

Parcels Subject to the Special Tax. The City will prepare a list of the parcels subject to the Special Tax using the records of the City and the County Assessor. The City has the authorization to tax all parcels within the District except tax-exempt parcels as described in the Special Tax Formula. Taxable parcels that are acquired by a public agency after the District is formed will remain subject to the Special Tax unless a "trade" resulting in no loss of Special Tax revenue can be made, as described in the Special Tax Formula.

Assignment of Maximum Special Tax. The Special Tax Formula describes in detail the precise method for assigning the Maximum Special Tax to parcels within the District, which generally provides that each year the City will use the definitions contained in the Special Tax Formula to classify each parcel as tax-exempt or taxable.

Each Fiscal Year, the City shall identify the current Assessor's Parcel numbers for all Parcels of Taxable Property. The City shall also determine: (i) whether each Assessor's Parcel of Taxable Property is Developed Property, Final Map Property or Undeveloped Property, (ii) the Zoning Designation for each Parcel of Final Map Property and Developed Property, and (iii) the Special Tax Requirement. In addition, the City shall, on an ongoing basis, monitor whether changes in land use have been proposed that will affect the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be reduced pursuant to a proposed land use change, the City shall apply the steps set forth in the Special Tax Formula. In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in the District was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created Parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new Parcels created by the parcel map, and (iii) one or more of the newly-created Parcels meets the definition of Developed Property, the City shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that applies separately to each newly-created Parcel, then applying the sum of the individual Special Tax to the Parcel that was subdivided by recordation of the parcel map.

Levy of Special Tax. Once the Special Tax Requirement has been determined for a particular Fiscal Year, the Special Tax will be levied according to the following steps:

(1) The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel until the

amount levied is equal to the Special Tax Requirement, prior to applying any Capitalized Interest that is available.

(2) If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Special Tax for each Parcel.

(3) If additional revenue is needed after Step 2 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel.

(4) If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel.

(5) If additional revenue is needed after Step 4, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the Maximum Special Tax for each Parcel.

Maximum Special Tax Rates. The Maximum Special Tax for a Parcel of Developed Property or Final Map Property is the greater of (i) the Base Special Tax set forth in Table 1 to the Special Tax Formula which is reproduced below, or, (ii) the Maximum Special Tax determined pursuant to Section D of the Special Tax Formula. For additional details, see APPENDIX A.

Development Status	Land Use	Lot Type Category	FY 2019-20 Maximum Special Tax [(1)(2)]
Developed and Final Map Property	Expected Single Family Detached Property	Lot Type A	$2,499.00 per SFD Lot
	Expected Single Family Detached Property	Lot Type B	$2,040.00 per SFD Lot
	Other Taxable Residential Property	N/A	See Footnote (3)
	Non-Residential Property	All Commercial and Industrial Designations	$14,312.64 per Acre
Undeveloped Property	N/A	N/A	$14,312.64 per Acre

(1) On July 1, 2020 and each July 1 thereafter, the Maximum Special Taxes shall be increased by two percent of the amount in effect in the previous fiscal year.
(2) Represents the Maximum Special Tax rates based on currently-expected land uses in the CFD. Subject to change pursuant to Section D of the RMA.
(3) Tax per Residential Unit = ($14,312.64 per Acre * Acreage of Parcel) / # of Residential Units on Parcel.
Source: Goodwin Consulting Group, Inc.

In addition to the Maximum Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Mello-Roos Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults.

Termination of the Special Tax. The Special Tax will be levied until all Bonds have been repaid and all authorized facilities have been funded; however, Special Taxes cannot be levied under any circumstance after fiscal year 2064-65.

Prepayment of the Special Tax. The Special Tax obligation assigned to a particular parcel within the District can be prepaid, which will release the parcel making the prepayment from the Mello-Roos special tax lien. Section H of the Special Tax Formula sets forth a detailed formula by which the prepayment for a parcel can be calculated. Proceeds of such prepayment will be used to redeem a portion of the Bonds. See "THE 2019 BONDS – Redemption."

Special Tax Fund

When received, the Special Tax Revenues are required under the Fiscal Agent Agreement to be deposited into a Special Tax Fund to be held by the City in trust for the benefit of the City and the Owners of the Bonds. Within the Special Tax Fund, the City will establish and maintain two accounts, (i) the Debt Service Account, to the credit of which the City will deposit, immediately upon receipt, all Special Tax Revenues, and (ii) the Surplus Account, to the credit of which the City will deposit surplus Special Tax Revenue as described below. Moneys in the Special Tax Fund will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the Bonds. Notwithstanding the foregoing, the City may semi-annually transfer from the Special Tax Fund so held an amount equal to one-half of the Administrative Expense Priority as necessary for the payment of Administrative Expenses up to the Administrative Expense Priority.

All Special Tax Revenue will be deposited in the Debt Service Account upon receipt. No later than 10 Business Days prior to each Interest Payment Date, the City will withdraw from the Debt Service Account of the Special Tax Fund and transfer (i) to the Fiscal Agent for deposit in the Reserve Fund, an amount which when added to the amount then on deposit therein, is equal to the Reserve Requirement, and (ii) to the Fiscal Agent for deposit in the Bond Fund an amount, taking into account any amounts then on deposit in the Bond Fund, such that the amount in the Bond Fund equals the principal, including any mandatory sinking fund payments, premium, if any, and interest due on the Bonds on the next Interest Payment Date. At such time as deposits to the Debt Service Account equal the principal, including any mandatory sinking fund payments, premium if any, and interest becoming due on the Bonds for the current Bond Year and the amount needed to restore the balance of the Reserve Fund to the Reserve Requirement, the amount in the Debt Service Account in excess of such amount may, at the discretion of the City, be transferred to the Surplus Account, which will occur on or after September 15th of each year.

Moneys in the Surplus Account may, at the City's discretion, be transferred to the Improvement Fund to pay for costs of the Facilities, to pay the principal of, premium, if any, and interest on the Bonds or to replenish the Reserve Fund to the amount of the Reserve Requirement, but are not pledged to payment of the Bonds. See "–Assignment of Maximum Special Tax" above."

Deposit and Use of Proceeds of 2019 Bonds

The 2019 Bonds are additionally secured by certain amounts generated from proceeds of the 2019 Bonds, together with interest earnings thereon pledged under the Fiscal Agent Agreement. The proceeds of the initial purchase of the 2019 Bonds shall be paid to the Fiscal Agent, who shall deposit such proceeds in the 2019 Costs of Issuance Fund, the Improvement Fund, and the Reserve Fund established under the Fiscal Agent Agreement. See APPENDIX C for information on use of the moneys, including investment earnings thereon, in the various funds established under the Fiscal Agent Agreement. See also "– Reserve Fund" and "– Improvement Fund" below.

Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure

The Special Tax will be collected in the same manner and the same time as *ad valorem* property taxes, except at the City's option, the Special Taxes may be billed directly to property owners. In the event of a delinquency in the payment of any installment of Special Taxes, the City is authorized by the Mello-Roos Act to order institution of an action in superior court to foreclose the lien therefore.

The City has covenanted in the Fiscal Agent Agreement with and for the benefit of the Owners of the 2019 Bonds that it will annually on or before September 1 of each year review the public records of the County relating to the collection of the Special Tax in order to determine the amount of the Special Tax collected in the prior fiscal year, and if the City determines on the basis of such review that the amount so collected is deficient by more than 5% of the total amount of the Special Tax levied in such fiscal year, it will within 30 days thereafter institute foreclosure proceedings as authorized by the Mello-Roos Act in order to enforce the lien of the delinquent installment of the Special Tax against each separate lot or parcel of land in the District for which such installment of the Special Tax is delinquent, and will diligently prosecute and pursue such foreclosure proceedings to judgment and sale; *provided,* that if the City determines on the basis of such review that

(a) the amount so collected is deficient by less than 5% of the total amount of the Special Tax levied in the District in such fiscal year, but that property owned by any single property owner in the District is delinquent by more than $5,000 with respect to the Special Tax due and payable by such property owner in such fiscal year, or

(b) that property owned by any single property owner in the District is delinquent cumulatively by more than $3,000 with respect to the current and past Special Tax due (irrespective of the total delinquencies in the District) then the City will institute, prosecute and pursue such foreclosure proceedings in the time and manner provided in the Fiscal Agent Agreement against each such property owner.

Under the Mello-Roos Act, foreclosure proceedings are instituted by the bringing of an action in the superior court of the county in which the parcel lies, naming the owner and other interested persons as defendants. The action is prosecuted in the same manner as other civil actions. In such action, the real property subject to the special taxes may be sold at a judicial foreclosure sale for a minimum price which will be sufficient to pay or reimburse the delinquent Special Taxes.

The owners of the 2019 Bonds benefit from the Reserve Fund established pursuant to the Fiscal Agent Agreement; however, if delinquencies in the payment of the Special Taxes are significant enough to completely deplete the Reserve Fund, there could be a default or a delay in payments of principal and interest to the owners of the 2019 Bonds pending prosecution of foreclosure proceedings and receipt by the City of the proceeds of foreclosure sales. Additionally, it is possible that no bids are received at a foreclosure sale. Provided that it is not levying the Special Tax at the Maximum Special Tax rates set forth in the Special Tax Formula, the City may adjust the Special Taxes levied on all property within the District subject to the Special Tax to provide an amount required to pay debt service on the 2019 Bonds, and to replenish the Reserve Fund, provided however such adjustment may not exceed the Maximum Special Tax or include an increase as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults.

Under current law, a judgment debtor (property owner) has at least 140 days from the date of service of the notice of levy in which to redeem the property to be sold. If a judgment debtor fails to redeem and the property is sold, his or her only remedy is an action to set aside the sale, which must be brought within 90 days of the date of sale. If, as a result of such an action a foreclosure sale is set aside, the judgment is revived, and the judgment creditor is entitled to interest on the revived judgment as if the sale had not been made (California Code of Civil Procedure Section 701.680).

Foreclosure by court action is subject to normal litigation delays, the nature and extent of which are largely dependent upon the nature of the defense, if any, put forth by the debtor and the condition of the calendar of the superior court of the county. Such foreclosure actions can be stayed by the superior court on generally accepted equitable grounds or as the result of the debtor's filing for relief under the Federal bankruptcy laws. The Mello-Roos Act provides that, upon foreclosure, the Special Tax lien will have the same lien priority as is provided for *ad valorem* taxes and special assessments. See "VALUE OF PROPERTY WITH THE DISTRICT - Priority of Lien."

Teeter Plan. In 1949, the California Legislature enacted an alternative method for the distribution of property taxes to local agencies. This method, known as the "**Teeter Plan**," is found in Sections 4701-4717 of the California Revenue and Taxation Code. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county collects property taxes and certain other public agencies and taxing areas located in the county receive annually the full amount of their shares of property taxes and other impositions collected on the secured roll, including delinquent property taxes which have yet to be collected. While the county bears the risk of loss on unpaid delinquent taxes, it retains the penalties associated with delinquent taxes when they are paid. In turn, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk.

The Board of Supervisors of Sacramento County has adopted the Teeter Plan, and the County elects to apply its Teeter Plan to the collection of the Special Taxes annually. As such, the Teeter Plan has been applicable since the initial year of a Special Tax levy, but no assurance can be given that it will continue in any or all of the years that the 2019 Bonds are outstanding. To the extent that the County's Teeter Plan continues in existence and is carried out as adopted, and to the extent the County does not discontinue the Teeter Plan with respect to the City or the District, the County's Teeter Plan may help protect owners of the 2019 Bonds from the risk of delinquencies in the payment of Special Taxes. *However, there can be no assurance that the County will not modify or eliminate its Teeter Plan, or choose to remove the District from its Teeter Plan permanently in any year while the 2019 Bonds are outstanding.*

Once adopted, a county's Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless, prior to the commencement of a fiscal year, a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two-thirds of the participating districts in the county. An electing county may, however, decide to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency.

Reserve Fund

Under the Fiscal Agent Agreement, the Fiscal Agent established the Reserve Fund and the 2019 Reserve Account therein, which is available for payment of the 2019 Bonds in the event of delinquencies in the payment of the Special Taxes to the extent of such delinquencies.

The City is required to maintain on deposit in the 2019 Reserve Account of the Reserve Fund an amount that is equal to the Reserve Requirement with respect to the 2019 Bonds. The "**Reserve Requirement**" means, with respect to any Series of Bonds (unless otherwise specified in a Supplemental Agreement, including to create a single parity reserve fund for multiple Series of Bonds), the least of (i) 125% of the average Annual Debt Service with respect to the applicable Series of Bonds; (ii) Maximum Annual Debt Service with respect to the applicable Series of Bonds; and (iii) 10% of the original principal amount of the applicable Series of Bonds (or, if the applicable Series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such Series of Bonds); provided, that—

(a) if a parity reserve fund for multiple Series of Bonds is established, references to the applicable Series of Bonds shall mean all Bonds covered by such parity reserve fund;

(b) in no event shall the City be obligated to deposit an amount in any reserve fund in excess of the amount permitted by the applicable provisions of the Code to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, if the amount of any such deposit is so limited, the Reserve Requirement shall be only the amount of such deposit as permitted by the Code;

(c) the City may meet all or a portion of the Reserve Requirement with respect to any series of Bonds by depositing a Qualified Reserve Fund Credit Instrument in accordance with the Fiscal Agent Agreement; and

(d) the Reserve Requirement shall be set at the time of issuance of Bonds and shall not increase thereafter but may decrease as a result of prepayment of the Special Tax.

Amounts deposited in the Reserve Fund will be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund in the event of any deficiency at any time in the Bond Fund of the amount then required for payment of the principal of, and interest on, the Bonds secured by the Reserve Fund. Whenever a transfer is made from the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Fiscal Agent will provide written notice thereof to the City. If there are additional delinquencies after depletion of funds in the Reserve Fund, the City is not obligated to pay the Bonds or supplement the Reserve Fund.

The City may elect that the Reserve Fund will be available on a parity basis among the 2019 Bonds and any other Additional Bonds.

Whenever, on the Business Day prior to any Interest Payment Date, the amount in the Reserve Fund exceeds the then applicable Reserve Requirement, the Fiscal Agent will transfer an amount equal to the excess from the Reserve Fund to the Bond Fund or the Improvement Fund as provided below, except that investment earnings on amounts in the Reserve Fund may

be withdrawn from the Reserve Fund for purposes of making payment to the Federal government to comply with rebate requirements.

Moneys in the Reserve Fund will be invested and deposited in accordance with the Fiscal Agent Agreement. Interest earnings and profits resulting from the investment of moneys in the Reserve Fund and other moneys in the Reserve Fund will remain therein until the balance exceeds the Reserve Requirement; any amounts in excess of the Reserve Requirement will be transferred to the Improvement Fund, if the Facilities have not been completed, or if the Facilities have been completed, to the Bond Fund to be used for the payment of the principal of and interest on the Bonds in accordance with the Fiscal Agent Agreement.

The City has the right at any time to cause the Fiscal Agent to release funds from the Reserve Fund, in whole or in part, by tendering to the Fiscal Agent an irrevocable standby or direct-pay letter of credit or surety bond issued by a commercial bank or insurance company (a "**Qualified Reserve Fund Credit Instrument**"), provided certain conditions are met, including that the long-term credit rating of such bank or insurance company is rated at least "AA" (without regard to qualifier) by S&P or Moody's.

Whenever the balance in the Reserve Fund exceeds the amount required to redeem or pay the Outstanding Bonds, including interest accrued to the date of payment or redemption and premium, if any, due upon redemption, and making any other transfer required under the Fiscal Agent Agreement, the Fiscal Agent will transfer the amount in the Reserve Fund to the Bond Fund to be applied, on the next succeeding Interest Payment Date, to the payment and redemption of all of the Outstanding Bonds. If the amount so transferred from the Reserve Fund to the Bond Fund exceeds the amount required to pay and redeem the Outstanding Bonds, the balance in the Reserve Fund will be transferred to the City, after payment of any amounts due the Fiscal Agent, to be used for any lawful purpose of the City.

Improvement Fund

Under the Fiscal Agent Agreement, the Fiscal Agent established an "**Improvement Fund**," which is held and used by the Fiscal Agent to pay the costs of the Facilities. Disbursements from the Improvement Fund will be made by the Fiscal Agent in accordance with written requests of the City.

Before any payment from the Improvement Fund shall be made, the City shall file or cause to be filed with the Fiscal Agent a written request of the City for disbursement of moneys from such fund. Such withdrawals shall be implemented by the City pursuant to the terms and requirements of the Acquisition Agreement (described below). The Fiscal Agent need not make any such payment if it has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, that has not been released or will not be released simultaneously with such payment. The Fiscal Agent shall not incur any liability for any disbursement from the Improvement Fund made in reliance upon any requisition. When the City determines that all of the costs of the Facilities to be financed with proceeds of the Bonds have been paid, the City shall provide written notification of such determination to the Fiscal Agent and direct the Fiscal Agent to transfer any remaining balance in any Improvement Fund into the Bond Fund. See "THE FACILITIES – Acquisition by the City."

Additional Bonds

The District is authorized to issue up to $35,000,000 of Bonds, of which the 2019 Bonds represent the first series. In addition to the 2019 Bonds, the City expects that it will, by a Supplemental Agreement, authorize the issuance of one or more additional series of bonds (**"Additional Bonds"**) payable from Special Taxes and secured by the Special Tax Revenues on a parity with the 2019 Bonds, upon compliance by the City with the conditions set forth in the Fiscal Agent Agreement, which include the following:

(i) Unless otherwise set forth in the Supplemental Agreement providing for the issuance of such Additional Bonds, there shall be deposited into a reserve account of the Reserve Fund, or into a separate reserve fund, an amount at least equal to the Reserve Requirement with respect to such Additional Bonds.

(ii) For each Bond Year that the Additional Bonds will be Outstanding, projected Maximum Special Taxes (net of the Administrative Expense Priority) in each Fiscal Year are equal to or greater than 110% of Debt Service due in the Bond Year that begins in the corresponding Fiscal Year.

(iii) The aggregate value of all parcels in the District subject to the Special Tax, including then existing improvements and any facilities to be constructed or acquired with the proceeds of the proposed series of Bonds, as determined by an MAI appraisal (including the value of improvements to be financed from proceeds of the Bonds proposed to be issued) or the assessed value of such parcels as shown on the then current County tax roll, or by a combination of both methods, is at least 4.00 times the sum of (i) the aggregate principal amount of all Bonds then outstanding plus (ii) the aggregate principal amount of the series of Bonds proposed to be issued, plus (iii) the aggregate principal amount of any bonds then outstanding and payable from assessments which are a lien against property in the District, plus (iv) a portion of the aggregate principal amount of all bonds issued under the Act, other than Bonds then outstanding, and payable at least partially from special taxes to be levied on parcels of land subject to the Special Tax within the District (the "**Other Mello-Roos Bonds**") equal to the aggregate principal amount of the Other Mello-Roos Bonds multiplied by a fraction, the numerator of which is the amount of special taxes levied for the Other Mello-Roos Bonds on parcels of land within the District subject to the Special Tax, and the denominator of which is the total amount of special taxes levied for the Other Mello-Roos Bonds on all parcels of land subject to the Special Tax against which the special taxes are levied to pay the Other Mello-Roos Bonds (such fraction to be determined based upon the special taxes which could be levied the year in which the Additional Bonds are being issued), based upon information from the most recent available fiscal year.

The limitations contained in the foregoing paragraphs (ii) and (iii) above shall not be applicable to Additional Bonds which are refunding bonds if the annual debt service on the refunding bonds is less than the annual debt service on the bonds refunded for each year such refunding bonds are scheduled to be outstanding.

Subordinate Bonds. Nothing in the Agreement contained shall prevent or be construed to prevent the Supplemental Agreement providing for the (i) issuance of Additional Bonds from pledging or otherwise providing, (i) in addition to the security given or intended to be given by this Agreement, additional security for the benefit of such Additional Bonds or any portion thereof, or

(ii) issuance of bonds secured by Special Taxes on a basis subordinate to the pledge securing the Bonds.

DEBT SERVICE SCHEDULES

Debt Service Schedule. The annual debt service on the 2019 Bonds based on the interest rates and maturity schedule set forth on the cover of this Official Statement is set forth below (assuming no early redemptions).

City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
Special Tax Bonds Series 2019
Debt Service Schedule

Period Ending Sept. 1	2019 Bonds Principal	2019 Bonds Interest	2019 Bonds Total Debt Service
Total			

Source: Underwriter.

Projected Debt Service Coverage. The projected debt service coverage for Fiscal Year 2020-21 is set forth below.

City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
Special Tax Bonds Series 2019
Projected Fiscal Year 2020-21 Debt Service Coverage[1]

Maximum Special Tax [1][2]*	Developed Special Tax Levy*	Final Map Special Tax Levy*	Priority Administration [3]	Estimated Series 2019 Debt Service*	Debt Service Coverage Maximum Special Tax*	Debt Service Coverage from Projected FY 2020-21 Special Tax Levy *
$1,222,020	$40,732	$943,487	($30,600)	$414,850	287%	230%

* Preliminary; subject to change.
(1) Based on the status of development as of September 3, 2019, and is subject to change if the actual status of development changes before July 1, 2020. The City does not expect to levy the special tax on Undeveloped Property in FY 2020-21.
(2) Based on currently-expected land uses in the CFD. Subject to change pursuant to Section D of the RMA.
(3) As defined in the Fiscal Agent Agreement. Equals $30,000 in FY 2019-20, escalating by 2% per year thereafter.
Sources: Piper Jaffray & Co.; Goodwin Consulting Group, Inc.

THE DISTRICT

Formation and Background

On August 20, 2018, the City Council adopted a Resolution of Intention to form the District under the Mello-Roos Act, to levy a special tax and to incur bonded indebtedness for the purpose of financing the Facilities and making contributions to certain public facilities. After conducting a noticed public hearing, on October 1, 2018, the City Council adopted the Resolution of Formation, which established the District, set forth the Special Tax Formula within the District and set forth the necessity to incur bonded indebtedness in a total amount not to exceed $35,000,000. On the same day, an election was held within the District in which the Developer, as the sole eligible landowner voters in the District, approved the proposed bonded indebtedness and the levy of the Special Tax. See "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below.

All of the property in the District is expected to be developed by Lennar Homes, which is an indirect subsidiary of Lennar, and homebuilding is underway.

Description and Location

General. The District is referred to by the City as the "Grantline 208" project, which is located within the Sunridge Specific Plan area, northwest of Grantline Road. Property within the District is comprised of approximately 208 gross acres designated for the development of 502 single-family residential homes.

The District is located in the City limits along Grantline Road, south of Douglas Road, which represents the main east/west thoroughfare in the neighborhood. This is approximately 15 miles east of the Sacramento Central Business District, south of U.S. Highway 50, one of two main east-west routes in Sacramento. On- and off-ramps for U.S. Highway 50 are accessible via Sunrise Boulevard, about seven miles northwest of the District. To the east, it provides access to El Dorado County, various foothills communities, the Sierra Nevada Mountains and Lake Tahoe. To the west, Highway 50 is the principal route to Sacramento's Central Business District and other major freeways.

The property in the District is situated within the Sunridge Specific Plan area, which provides a mix of uses organized around the neighborhood unit. The plan area is primarily residential but is supplemented with commercial and office uses; housing types consist mostly of single-family residential units. The District is southeast of existing residential development, with the nearest new development located along the north side of Douglas Road in the North Douglas subdivision, marketed as Somerset Ranch. Other subdivisions in the Sunridge Specific Plan area include Sunridge Park, Montelena, Anatolia I, Anatolia II, and Anatolia III, with various homebuilders active.

The greater Rancho Cordova area is a mature suburban area, which encompasses all types of land uses, including single-family and multifamily residential, retail, office and industrial, and has experienced continued growth since the mid 1980's. This area currently is a substantial suburban office market within the Sacramento region, as well as a major employment center, most of which is located along U.S. Highway 50 which traverses the City. For certain demographic information relating to the City and the County, see "APPENDIX D – Sacramento County and City of Rancho Cordova Demographic Information."

Map. The following page shows the boundary map of the District.

ATTACHMENT 4

[Insert District map]

Environmental Matters

Water Supply; Contamination. A local water issue was the subject of consideration during the formation process undertaken for the Sunrise Douglas Community Plan, which is a broader land use plan covering 6,042 acres, including the 2,632 acres encompassed within the Sunridge Specific Plan. The water issue began in 1999 when the State Department of Health Services indicated it would not allow permits for the construction of housing in the Sunrise-Douglas area, based on the wells proposed for the local project area. Five wells on the former Mather Air Force Base and other nearby areas were contaminated due to past rocket testing and chemical manufacturing by Aerojet and Boeing in the area. In July 2002, the North Vineyard Well Field plan was approved. The water supply plan included the construction of a well field to extract groundwater from the basin of an underlying Zone 40, at a location sufficiently down-gradient to significantly reduce or eliminate the possibility of contamination to the well field by known contaminant plumes. The Sacramento County Water Agency ("**SCWA**") provides water supply to the Sunridge Specific Plan area and conditions of the Specific Plan rezoning require that the SCWA Board of Directors make certain findings regarding the availability of water prior to approval of any tentative map. The City reports that development in the District is not negatively impacted by the availability of water. However, no assurance can be given as to the impact of this contamination on development or home values in the District in the future.

Flood Hazard Map Information. The District is located in Flood Zone X, described as areas outside of the 100 and 500-year flood plains (less than 0.2% annual chance flooding in any given year - flood insurance not required). This information is according to the Federal Emergency Management Agency Flood Map, Community Panel No. 060772, revised July 19, 2018. [The District is not subject to the Central Valley Flood Protection Plan (SB 5).]

Wetlands. The project has obtained a U.S. Army Corp. Section 404 permit, and Section 401 certification from the Regional Water Control Board for the planned development of the 502 lots within the District. In addition, the project has all required Section 1602 permits and approvals from the State.

Seismic Conditions. According to the California Seismic Safety Commission, the District is located within Zone 3, areas of moderate seismic activity. Zone 3 is considered to be the lowest risk zone in California. In addition, the District is not located within a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 of the California Department of Conservation, Division of Mines and Geology.

Development in the District

Lennar Homes has provided the following information with respect to development within the District. No assurance can be given that all information is complete. No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. Since the ownership of the parcels is subject to change, the development plans outlined below may not be continued by the subsequent owner if the parcels are sold, although development by any subsequent owner will be subject to the Development Agreement and the policies and requirements of the City. No assurance can be given that the plans or projections detailed below will actually occur.

Development Agreement. The City and Pulte Home Corporation entered into a Development Agreement for the project dated June 19, 2006 (as amended to date, the "Development Agreement"), in accordance with Sections 65864 through 65869.5 of the California

Government Code, as implemented through City ordinance. The Development Agreement was subsequently assigned to ARI 208, LLC, which then entered into an amendment to the Development Agreement. ARI 208, LLC subsequently assigned the Development Agreement, as so amended, to Lennar Homes, which then entered into an additional amendment to the Development Agreement. Development of property in the District is subject to the Development Agreement as well as the Sunridge Specific Plan. The Development Agreement creates a binding contract which sets forth the needed infrastructure improvements, park dedication requirements, timing and method for financing improvements and other specific performance obligations of the City and the developers in the District for development of the Grantline 208 project, including the terms, conditions, rules, regulations, entitlements, vested rights and other provisions relating to the development according to the existing entitlements. Included are provisions relating to infrastructure improvements, public dedication requirements, landscaping amenities and other obligations of the parties.

The Development Agreement also sets forth the responsibility of the Developer and its successors for a portion of the costs of certain public improvements required for its development. Funding of the Facilities with Bond proceeds will satisfy a portion, but not all, of the relevant obligations of the District for infrastructure improvements required by the Development Agreement. The improvements not funded from Bond proceeds or Special Taxes will be funded by the Developer or others as merchant homebuilders. See "THE FACILITIES" below.

The Development Agreement runs with the property and may be modified only by mutual consent of the City and the successors to the original party thereto, in a manner consistent with the existing entitlements. With the Development Agreement in place, subject to compliance with the terms of the Development Agreement, construction of homes within the District may occur upon City approval of subdivision maps, satisfaction of certain design requirements and conditions of such maps and issuance of building permits. The Development Agreement will be binding on the all successor owner-developers of property in the District, if any. The expiration date of the Development Agreement is April 15, 2030, unless modified or extended as contemplated therein.

Entitlements and Expected Development in Villages. Lennar Homes is a homebuilder, and plans for development within the District to be consistent with the current approved land uses, which primarily consist of low-density and medium-density residential neighborhoods. Permitted land uses are configured to reinforce the neighborhood identity and sense of community. Grantline 208 is planned for planned for 502 single family detached homes and is being marketed as 3 product lines: "Viridian", "Verdant", and "Ventana". Individual Village allocations of the product lines are provided below. The Viridian and Ventana product lines are very similar to product lines currently being sold by Lennar Homes within the nearby North Douglas area of the City, while the third product line, "Verdant," is being introduced for the Grantline 208 area. Additional details regarding each product type follow.

- *Viridian*. Viridian is planned for 244 single family homes on 45x105 ft lots. Model construction has begun and will be completed in October 2019. Production home construction has begun and the first units are expected to be completed in November 2019. Viridian models are located in Village 1. There are four plan sizes ranging from 1,603 to 2,617 square feet. Base Pricing ranges from $411,990 to $462,990. As of October 1, 2019, there have been 8 sales, no closings and 19 construction starts/building permits pulled (including 3 models).

- *Verdant*. Verdant is planned for 99 single family homes on 45x105 ft lots. Model construction is expected to begin in January 2020 and be completed in May 2020. Production home construction is expected to begin in February 2020 and be completed in July 2020. Verdant models will be located in Village 6. There are four plan sizes ranging from 1,587 to 2,530 square feet. Base Pricing ranges from $400,990 to $455,990. As of October 1, 2019, there have been 0 sales, no closings and 0 construction starts/building permits pulled.

- *Ventana*. Ventana is planned for 159 single family homes on 55x105 ft lots. Model construction has begun and will be completed in October 2019. Production home construction has begun and the first units are expected to be completed in November 2019. Ventana models will be located in Village 1. There are five plan sizes ranging from 1,950 to 3,312 square feet. Base Pricing ranges from $426,990 to $597,990. As of October 1, 2019, there have been 7 sales, no closings and 18 construction starts/building permits pulled (including 3 models).

The following tables show entitlements and expected development by Village.

Table 1A
City of Rancho Cordova
Grantline 208 CFD No. 2018-1
Entitlements and Expected Development by Village

Village	No. of Lots	Planned Lot Type(s)	Entitlement Status	Date Final Map Obtained/Expected
Village 1	65	A (3); B (62)	Final Map	Dec. 2018
Village 2	79	A (79)	Final Map	Dec. 2018
Village 3	108	A (12); B (96)	Final Map	Sept. 2019
Village 4	124	A (66); B (58)	Final Map	Sept. 2019
Village 5	65	B (65)	Tentative Map	*Expected Feb. 2020*
Village 6	61	B (61)	Final Map	Sept. 2019
Totals	**502**			

Source: Lennar Homes.

Table 1B
City of Rancho Cordova
Grantline 208 CFD No. 2018-1
Expected Product Types by Village
As of October 1, 2019

Village	Product Type	Average Home Size (Sq. Ft.)	Average Base Price	No. of Lots	Building Permits Issued	Homes Under Construction	Sales Pending
Village 1	Viridian Models & Production	2,116	$437,990	62	19	19	8
	Ventana Models	2,691	513,190	3	3	3	--
Village 2	Ventana	2,691	513,190	79	15	15	7
Village 3	Viridian	2,116	437,990	96	--	--	--
	Ventana	2,691	513,190	12	--	--	--
Village 4	Viridian	2,116	437,990	59	--	--	--
	Ventana	2,691	513,190	65	--	--	--
Village 5	Verdant	2,045	427,990	65	--	--	--
Village 6	Viridian	2,116	437,990	27	--	--	--
	Verdant Models & Production	2,143	427,990	34	--	--	--
Totals				**502**	**37**	**37**	**15**

Source: Lennar Homes.

Village 1. Village 1 is planned for 65 single family detached homes and is being marketed as "Viridian" homes. Within Village 1 are 3 Viridian models and 3 Ventana models. Final maps for Village 1 were approved in December 2018. Village 1 infrastructure construction has been completed. As of October 1, 2019, there have been 8 sales, and 22 construction starts/building permits pulled (including 3 Viridian and 3 Ventana models).

Village 2. Village 2 is planned for 79 single family detached homes and is being marketed as "Ventana" homes. Final maps for Village 2 were approved in December 2018. Village 2 infrastructure construction has been completed. As of October 1, 2019, there have been 7 sales, and 15 construction starts/building permits pulled.

Village 3. Village 3 is planned for 108 single family detached homes and is being marketed as 96 "Viridian" homes and 12 "Ventana," homes. Final maps for Village 3 were approved in September 2019. Village 3 underground and joint trench infrastructure is complete with paving expected by the end of 2019. As of October 1, 2019, there have been no construction starts/building permits pulled.

Village 4. Village 4 is planned for 124 single family detached homes and is being marketed as 59 "Viridian" homes and 65 "Ventana," homes. Final maps for Village 4 were approved in September 2019. Village 4 underground and joint trench infrastructure is complete with paving expected by the end of 2019. As of October 1, 2019, there have been no construction starts/building permits pulled.

Village 5. Village 5 is planned for 65 single family detached homes and is being marketed as "Verdant" homes. Final maps for Village 5 are expected to be approved in February 2020. Village 5 site improvements are scheduled to commence in May 2020 and be paved by November 2020. As of October 1, 2019, there have been no construction starts/building permits pulled.

Village 6. Village 6 is planned for 61 single family detached homes and is being marketed as 27 "Viridian" homes and 34 "Verdant," homes (including 3 Verdant model homes). Final maps for Village 6 were approved in September 2019. Village 6 underground and joint trench

infrastructure is complete with paving expected by the end of 2019. As of October 1, 2019, there have been no construction starts/building permits pulled.

Infrastructure and Utilities. Lennar is undertaking construction of the necessary backbone and in-tract infrastructure for the development of the planned 502 units in the District. See "THE FACILITIES" below. Public utilities, including electricity, natural gas, water, and telephone service, are available at the perimeter of the District and will be extended as site development is completed, including in connection with construction of the Facilities. The public utilities and other services that will serve the District include the following.

Water:	Sacramento County Water Agency
Sewer:	Sacramento Area Sewer District
Electricity:	Sacramento Municipal Utility District
Gas:	Pacific Gas & Electric

Development to Date. As of October 1, 2019, Lennar owned all 502 lots in the District, consisting of 437 final mapped lots (Villages 1, 2, 3, 4 and 6) and 65 tentatively mapped lots (Village 5), compared to the development status set forth as of the September 1, 2019 date of value of the Appraisal, at which point there were 144 final mapped lots (Villages 1 and 2) and 358 tentatively mapped lots (Villages 3, 4, 5 and 6). Backbone and in-tract improvements are also underway by Lennar Homes, with some villages complete, as noted above.

Backbone infrastructure required for the project includes streets, curbs, gutters, sidewalks and streetlights along Grant Line Road, Americanos Boulevard, and Quantum and Paisleyshire Ways. As the interior access roads required for the project are completed, additional off-site backbone improvements will be constructed.

In addition to the required backbone infrastructure, in-tract development within each of the six planned villages is also required. Lennar Homes estimates the in-tract development costs at $47,109 to $74,723 per lot, for a total estimated cost of $33,774,066, of which $19,263,090 had been spent as of September 1, 2019.

For a table showing Lennar Homes' anticipates sources and uses of funds for the build-out of the project, see Table 2 below.

Lennar Homes Sources and Uses of Funds

Lennar homes has provided the following table showing the estimated sources and uses for Lennar Homes related to the development and sale of the 502 homes planned for the District.

Table 2
City of Rancho Cordova
Grantline 208 CFD No. 2018-1
Lennar Homes Proposed Financing Plan(1)
As of September 1, 2019

	Total Budget	% Complete	Through Sept 1, 2019	Remainder to be Completed
Sources of Funds				
Sales of Homes	$230,838,000	0.0%	$0	$230,838,000
Sale of School Land	2,000,000	0.0	0	2,000,000
CFD - Estimated Proceeds	16,075,000	0.0	0	16,075,000
Credits/Reimbursements	10,614,000	7.4	782,000	9,832,000
Total Sources of Funds	**259,527,000**		**782,000**	**258,745,000**
Uses of Funds				
Land	18,990,000	100.0	18,990,000	0
On-site Construction (In-tracts)	34,568,000	57.2	19,765,000	14,803,000
Off-site Construction	13,243,000	70.0	9,270,000	3,973,000
Direct Construction	91,045,000	0.0	0	91,045,000
Fees & Permits	42,289,000	7.4	3,117,000	39,172,000
Service & Warranty	3,463,000	0.0	0	3,463,000
Field Expenses	3,693,000	0.0	0	3,693,000
Selling & Marketing	12,696,000	0.0	0	12,696,000
General & Administrative	1,154,000	0.0	0	1,154,000
Property Taxes	923,000	10.0	92,000	831,000
Total Uses of Funds	**$222,064,000**		**51,234,000**	**170,830,000**
SUBTOTAL BEFORE SELF FUND AMOUNT			**(50,452,000)**	**87,915,000**
Lennar Corporate (Net Self Fund Project)			**50,452,000**	
NET CASH FLOW	**$37,463,000**			

(1) Estimated as of September 1, 2019; actual amount may differ.
Source: Lennar Homes.

THE FACILITIES

Eligible Facilities

The Facilities eligible to be financed by the District are set forth in the Resolution of Formation and consist of roadway and transportation improvements, including roadway design, project management, grading, and construction of roadways, including curbs, gutters, sidewalks, pavement, street lighting, dry utilities, soundwalls and landscaping, as well as drainage facilities, park improvements and other miscellaneous improvements. Authorized Facilities also include sanitary sewer facilities, water facilities and other capital improvements for which developer impact fees are payable to the City for development within the District, as well as incidental expenses as authorized by the Mello-Roos Act.

The proceeds of the 2019 Bonds will be used for a portion of the cost of the public improvements (and/or development impact fees) eligible to be financed with the proceeds of the 2019 Bonds (the "**Facilities**," as described below). See "FINANCING PLAN" for additional details. The following table estimates the cost of the Facilities needed for development of property in the District.

Table 3
City of Rancho Cordova
Grantline 208 CFD No. 2018-1
Expected Cost of Facilities

Facility Category	Estimated Cost
Roadway and transportation improvements	$5,950,000
Park improvements	750,000
Drainage system improvements	705,000
Rancho Cordova TDIF/CIP	1,416,000
Development impact fees	16,173,000
Total	**$24,994,000**

Source: CFD Hearing Report.

Acquisition by the City and other Local Agencies

In connection with the issuance of the 2019 Bonds, the City and Lennar Homes will enter into a Funding, Construction and Acquisition Agreement dated as of [November 1, 2019] (the "**Acquisition Agreement**") which provides that Lennar Homes (or successors) will construct (or cause to be constructed or funded) the Facilities. As components of the Facilities are completed, proceeds of a portion of the 2019 Bonds will be used to pay all or a part of the purchase price of various Facilities pursuant to the terms of the Acquisition Agreement. The portion of the cost of construction of the Facilities, which will not be provided from 2019 Bond proceeds, will be the responsibility of Lennar Homes.

The Special Tax Formula provides that the funding of Improvement costs can also be made from collections of the Special Tax available as the "pay-as-you-go" component of Special Taxes. The pay-as-you-go funding component is expected to provide for funding of the cost of a portion of the Improvements in excess of the amount provided from bond proceeds (if such proceeds are not sufficient) through annual Special Tax collections in excess of the amount needed to pay the debt service.

OWNERSHIP OF PROPERTY WITHIN THE DISTRICT

Unpaid Special Taxes do not constitute a personal indebtedness of the owners of the parcels within the District. There is no assurance that an owner or any subsequent owners have the ability to pay the Special Taxes or that, even if they have the ability, they will choose to pay such taxes. An owner may elect to not pay the Special Taxes when due and cannot be legally compelled to do so. Neither the City nor any Bondowner will have the ability at any time to seek payment directly from the owners of property within the District of the Special Tax or the principal or interest on the 2019 Bonds, or the ability to control who becomes a subsequent owner of any property within the District.

Lennar Homes has provided the respective information set forth under the heading "OWNERSHIP OF PROPERTY WITHIN THE DISTRICT" below. No assurance can be given that all information is complete. No assurance can be given that development of the property will be completed, or that it will be completed in a timely manner. The Special Taxes are not personal obligations of the Developer or of any subsequent landowners; the 2019 Bonds are secured only by the Special Taxes and moneys available under the Fiscal Agent Agreement. See "SECURITY FOR THE 2019 BONDS" and "BOND OWNERS' RISKS" herein.

Lennar Homes and Lennar. Lennar Homes is a wholly-owned indirect subsidiary of Lennar Corporation, a Delaware corporation ("**Lennar**"), with headquarters in Miami, Florida. Lennar is a diversified real estate company, publicly traded on the New York Stock Exchange under the symbol LEN and presided over by Chief Executive Officer Stuart Miller. Lennar started as a Dade County, Florida homebuilder in 1954. The year 2018 marked the 21st year that Lennar has operated in the Sacramento area. In February 2018, Lennar completed its merger with homebuilder CalAtlantic, creating the largest homebuilder in the United States based on revenues.

Lennar is subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements and other information with the SEC. Such filings, particularly the Annual Report on Form 10-K and its most recent Quarterly Report on Form 10-Q, may be inspected and copied at the public reference facilities maintained by the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such files can also be accessed over the Internet at the SEC's website at www.sec.gov. Copies of such material can be obtained from the public reference section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. In addition, the aforementioned material may also be inspected at the office of the NYSE at 20 Broad Street, New York, New York 10005. Additionally, Lennar provides investor relations information on its website.

For further information on Lennar, see its Internet homepage located at www.lennar.com. *The website address is given for reference and convenience only, and the information on the website may be incomplete or inaccurate and has not been reviewed by the City or the Underwriter. Nothing on this website is a part of this Official Statement or incorporated into this Official Statement by reference and no representation is made in this Official Statement as to the accuracy or adequacy of the information contained on the internet site.*

Sales to Individual Homeowners. Lennar Homes owns all of the 502 lots within the District, and plans to construct homes and sell homes to individual homeowners over time as market conditions warrant. Homes sales have begun in two of the five villages. See Table 1B, above.

VALUE OF PROPERTY WITHIN THE DISTRICT

Assessed Value

The following table shows the assessed valuation for property in the District for Fiscal Year 2019-20, as well as the number of building permits issued as of June 1 of the prior fiscal year.

Table 4
City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
Assessed Valuation and Building Permits

Fiscal Year	Land Assessed Value	Improvement Assessed Value	Total Assessed Value	Number of Permits Issued [(1)]
2019-20	$7,760,797	$0	$7,760,797	6

(1) Represents the number of parcels for which a building permit for new construction was issued prior to June 1 of the prior fiscal year.
Sources: Sacramento County Assessor's Office; Goodwin Consulting Group, Inc.

Appraised Values

General. In order to obtain a more accurate estimate of the value of land in the District, the City ordered preparation of an appraisal report dated October 8, 2019 (the "**Appraisal**"), of the estimated value of the taxable land within the District as of the September 1, 2019 date of value. The Appraisal was prepared by Integra Realty Resources, Sacramento, California (the "**Appraiser**"). The Appraisal is set forth in APPENDIX B hereto. The description herein of the Appraisal is intended for limited purposes only; the Appraisal should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, conditions and qualifications which are set forth in the Appraisal.

The Appraisal estimated the market value of all of the land in the District, which, as of the date of value, consisted of the taxable portion of the Grantline 208 development, encompassing over 200 acres of developable property approved for 502 dwelling units. The land in the District also includes non-taxable areas planned for recreation, public and open-space uses, as well as commercial uses. As of the date of value, the 502 planned parcels were either final mapped (144 parcels) or tentative mapped (358 parcels) single family parcels comprising approximately 172 acres. Site development is underway on a portion of the property. Upon final map recordation, new parcel numbers will be assigned. For additional details, see APPENDIX B hereto.

Value Estimate. The appraised valuation excludes the value of all portions of the property in the District designated for public and quasi-public purposes in the Sunridge Specific Plan and assumes completion of infrastructure funded by the 2019 Bonds and accounts for the impact of the lien of the Special Tax. The following estimate represents the market value of the property to be subject to the Special Tax, based on the hypothetical condition certain impact fees to be financed by the 2019 Bonds have been paid.

The value estimate for the property as of the September 1, 2019 date of value, using the methodologies described in the Appraisal and subject to the limiting and hypothetical conditions and general and special assumptions set forth in the Appraisal is $30,340,000.

The Appraiser's valuation process employed the sales comparison approach and land residual analysis to estimate the market value of a benchmark lot category. In the sales comparison approach, adjustments are applied to the prices of comparable bulk lot transactions, and a market value for the benchmark lot category is concluded. Then, as a support of reasonableness, a land residual analysis is utilized, which is reconciled with the sales comparison approach conclusion. Adjustments are then applied to determine values for each residential Village, based upon lot size differences that exist from the lots within the benchmark lot category. The final estimate of market value is estimated by employing a discounted cash flow analysis, whereby the expected revenue, absorption period, expenses and discount rate associated with the sell-off of the lots were taken into account.

Hypothetical Condition. The market value estimated by the Appraiser is based on a hypothetical condition. A hypothetical condition is defined by USPAP as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of the analysis." It is a hypothetical condition of the Appraisal that the proceeds from the 2019 Bonds will be used to fund certain impact fees otherwise due. The market value estimated in the Appraisal is based on the hypothetical condition certain impact fees to be financed by the 2019 Bonds have been paid. The estimate of market value accounts for the impact of the lien of the Special Taxes securing the 2019 Bonds.

Assumptions and Limiting Conditions. In considering the estimate of value evidenced by the Appraisal, the Appraisal is based upon a number of limiting conditions and standard and extraordinary assumptions which affect the estimates as to value, including, among others, the following.

- The valuation analysis is based on developer-provided site development cost projections for the subject property. According to the developer, permits and fees due at building permit average approximately $87,788 per lot. The proposed bond is anticipated to generate approximately $7,000,000 ($13,944/lot) in funds available to offset permits and fee costs. As such, a net permits and fees amount of $73,844 per lot was utilized. If, at some future date, it is determined that cost estimates or input factors yielding the anticipated developer contribution for remaining permits and fees are different than actual, the values contained herein could be affected.

- The valuation analysis did not include review of a current title report of all properties to determine any possible conditions of title affecting the properties appraised. The Appraiser accepts no responsibility for matters pertaining to title.

- The Appraiser has also assumed that there is no hazardous material on or in the property that would cause a loss in value. Should future conditions and events involving hazardous material reduce the level of permitted development or delay the completion of any projected development, the value of the undeveloped land would likely be reduced from that estimated by the Appraiser. See "BOND OWNERS' RISKS – Land Values" and "– Hazardous Substances" below. See "APPENDIX B – The Appraisal" hereto for a description of certain assumptions made by the Appraiser.

Accordingly, because the Appraiser arrived at an estimate of current market value based upon certain conditions and assumptions which may or may not be fulfilled, no assurance can be given that should the parcels become delinquent due to unpaid Special Taxes, and be foreclosed upon and offered for sale for the amount of the delinquency, that any bid would be received for such property or, if a bid is received, that such bid would be sufficient to pay such delinquent Special Taxes.

The Appraisal notes that Douglas Road serves as the boundary line between the Elk Grove Unified School District and the Folsom Cordova School District. Specifically, the properties south of Douglas Road, including the property in the District, are within the Elk Grove Unified School District. The Appraiser notes that sales agents did not suggest a premium being paid by homeowners for a preference of one school district over the other. As such, no adjustment was considered for differing school districts in the Appraisal.

Limitations of Appraisal Valuation. Property values may not be evenly distributed throughout the District; thus, certain parcels may have a greater value than others. This disparity is significant because in the event of nonpayment of the Special Tax, the only remedy is to foreclose against the delinquent parcel.

No assurance can be given that the foregoing valuation can or will be maintained during the period of time that the Bonds are outstanding in that the City has no control over the market value of the property within the District or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, may be on a parity with the Special Taxes. See "–Priority of Lien" below.

For a description of certain risks that might affect the assumptions made in the Appraisal, see "BOND OWNERS' RISKS" herein.

Value to Special Tax Burden Ratios

The Appraisal sets forth the combined value of all taxable property within the District to be not less than $30,340,000, subject to the limiting conditions stated therein. (See "– The Appraisal" above and APPENDIX B hereto.) The principal amount of the direct and overlapping debt in the District is $7,580,653*, which consists of the estimated amount of 2019 Bonds ($7,105,000*) and $475,653 of overlapping general obligation bond debt. Consequently, the estimated value of property in the District subject to the Special Tax lien ($30,340,000), is approximately 4.0* times the principal amount of the direct and overlapping debt in the District.

In comparing the value of the real property within the District to the principal amount of the 2019 Bonds and other direct and overlapping debt for the District, it should be noted that only the real property upon which there is a delinquent Special Tax can be foreclosed upon, and the real property within the District cannot be foreclosed upon as a whole to pay delinquent Special Taxes of the owners of such parcels within the District unless all of the property is subject to a delinquent Special Tax. In any event, individual parcels may be foreclosed upon separately to pay delinquent Special Taxes levied against such parcels.

Other public agencies whose boundaries overlap those of the District could, without the consent of the City and in certain cases without the consent of the owners of the land within the District, impose additional taxes or assessment liens on the land within the District. The purpose

* Preliminary; subject to change.

would be to finance additional regional or local public improvements or services. The lien created on the land within the District through the levy of such additional taxes or assessments may be on a parity with the lien of the Special Tax. In addition, construction loans may be obtained by the developers of property in the District or home loans may be obtained by ultimate homeowners. The deeds of trust securing such debt on property within the District, however, will be in a junior position to the lien of the Special Tax.

Value-to-lien Ratios by Development Status. The following table shows the projected status of development and value-to-lien ratios by village in the District for fiscal year 2020-21, based on the status of development as of September 1, 2020 and assuming no further development. Value-to-lien ratios on individual parcels may vary considerably from any average.

Table 5
City of Rancho Cordova
Grantline 208 CFD No. 2018-1
Value-to-Lien Ratios by Development Status
Projected for Fiscal Year 2019-202020-21

Development Status [1]	No. of Parcels	No. of Expected Units	Acres	Appraised Value [2]*	Projected FY 2020-21 Maximum Special Tax*	Projected FY 2020-21 Special Tax Levy [3]*	Percent of Projected Special Tax Levy*	CFD Bonds [4]*	Overlapping Debt [5]*	Total Debt*	Average Appraised Value-to-Lien*
Developed Property											
Village 1	14	14	2.0	$842,087	$30,536	$30,536	3.1%	$220,435	$38,972	$259,407	3.2 : 1
Village 2	4	4	0.6	249,298	10,196	10,196	1.0	73,604	$11,243	84,847	2.9 : 1
Subtotal	18	18	2.6	$1,091,385	$40,732	$40,732	4.1%	$294,039	$50,215	$344,254	3.2 : 1
Final Map Property											
Village 1	51	51	6.6	$3,037,347	$106,121	$106,121	10.8%	$766,078	$141,169	$907,247	3.3 : 1
Village 2	75	75	11.0	4,674,333	$191,174	191,174	19.4	1,380,067	209,345	1,589,413	2.9 : 1
Village 3	108	108	16.4	6,465,252	$230,345	230,345	23.4	1,662,840	20,275	1,683,115	3.8 : 1
Village 4	124	124	18.6	7,567,650	$288,919	288,919	29.4	2,085,686	22,804	2,108,490	3.6 : 1
Village 6	61	61	9.9	3,632,905	$126,929	126,929	12.9	916,290	12,323	928,612	3.9 : 1
Subtotal	419	419	62.5	$25,377,487	$943,487	$943,487	95.9%	$6,810,961	$405,917	$7,216,878	3.5 : 1
Undeveloped Property											
Village 5	1	65	16.3	$3,871,128	$237,801	$0	0.0%	$0	$19,522	$19,522	198.3 : 1
Total	**438**	**502**	**81.4**	**$30,340,000**	**$1,222,020**	**$984,218**	**100.0%**	**$7,105,000**	**$475,653**	**$7,580,653**	**4.0 : 1**

** Preliminary; subject to change.*

(1) Includes building permits issued prior to September 1, 2019, which is the date of value for the Appraisal. Also includes the final maps for Villages 3, 4, and 6, which were approved by the City on September 3, 2019. These new final maps changed the boundaries of Villages 3 through 6, but did not change the configuration of the lots or the overall number of lots anticipated in the CFD. Assumes no further development.

(2) Appraised values were allocated to the individual parcels based on the number of expected units for each parcel and the expected Lot Type of those units. The allocated appraised values are not indicative of the market values of the Villages or the individual lots. The total appraised value for each Village may differ from what is shown in the appraisal due to the approval of new final maps after the date of value.

(3) Assumes the maximum special tax will be levied on Developed and Final Map Property in FY 2020-21. The City does not expect to the special tax on Undeveloped Property in FY 2020-21. Based on the status of development as noted under footnote (1), and is subject to change if the actual status of development changes before July 1, 2020.

(4) Includes the estimated $7,105,000 par amount of the Series 2019 Special Tax Bonds. Allocated based on the Projected FY 2020-21 Special Tax Levy.

(5) Includes the overlapping debt liens listed under "Direct and Overlapping Tax and Assessment Debt" in the overlapping debt report prepared by California Municipal Statistics, Inc. The overlapping debt report is based on the parcels and assessed values as of FY 2019-20. Does not include any PACE liens secured by assessments or special taxes on the property.

(6) As of October 1, 2019, the Developer has reported that 22 homes in Village 1 and 15 homes in Village 2 are under construction. The Appraisal does not assign partial value for homes under construction.

Sources: Integra Realty Resources, Inc.; Piper Jaffray & Co.; Goodwin Consulting Group, Inc.

Value-to-lien Ratios By Category. The following table sets forth the projected value-to-lien ratios by category for parcels in the District for fiscal year 2020-21.

Table 6
City of Rancho Cordova
Grantline 208 CFD No. 2018-1
Value-to-Lien Ratio Ranges
Projected for Fiscal Year 2020-21

Appraised Value-to-Lien Category	No. of Parcels*	No. of Expected Units*	Acres*	Appraised Value [(1)]*	Projected FY 2020-21 Special Tax Levy [(2)]*	Percent of Projected Special Tax Levy*	CFD Bonds[(3)]*	Overlapping Debt [(4)]*	Total Debt*	Average Appraised Value-to-Lien*
3.0 : 1 to 4.0 : 1	355	355	53.0	$21,358,268	$775,202	78.8%	$5,596,126	$227,065	$5,823,191	3.7 : 1
2.0 : 1 to 3.0 : 1	82	82	12.1	5,110,604	209,016	21.2	1,508,874	229,066	1,737,940	2.9 : 1
Undeveloped Property	1	65	16.3	3,871,128	0	0.0	0	19,522	19,522	198.3 : 1
Totals	**438**	**502**	**81.4**	**$30,340,000**	**$984,218**	**100.0%**	**$7,105,000**	**$475,653**	**$7,580,653**	**4.0 : 1**

* *Preliminary; subject to change.*
(1) Appraised values were allocated to the individual parcels based on the number of expected units for each parcel and the expected Lot Type of those units. The allocated appraised values are not indicative of the market values of the villages or the individual lots.
(2) Assumes the maximum special tax will be levied on Developed and Final Map Property in FY 2020-21. The City does not expect to the special tax on Undeveloped Property in FY 2020-21.
(3) Includes the estimated $7,105,000 par amount of the Series 2019 Special Tax Bonds. Allocated based on the Projected FY 2020-21 Special Tax Levy.
(4) Includes the overlapping debt liens listed under "Direct and Overlapping Tax and Assessment Debt" in the overlapping debt report prepared by California Municipal Statistics, Inc. Does not include any PACE liens secured by assessments or special taxes on the property.
Sources: Integra Realty Resources, Inc.; Piper Jaffray & Co.; Goodwin Consulting Group, Inc.

Priority of Lien

The principal of and interest on the 2019 Bonds are payable from the Special Tax authorized to be collected within the District, and payment of the Special Tax is secured by a lien on certain real property within the District. Such lien is co-equal to and independent of the lien for general taxes and any other liens imposed under the Mello-Roos Act, regardless of when they are imposed on the property in the District. The imposition of additional special taxes, assessments and general property taxes will increase the amount of independent and co-equal liens which must be satisfied in foreclosure. The City, the County and certain other public agencies are authorized by the Mello-Roos Act to form other community facilities districts and improvement areas and, under other provisions of State law, to form special assessment districts, either or both of which could include all or a portion of the land within the District. In addition, property owners can voluntarily agree to incur Property Assessed Clean Energy (PACE) liens on their properties.

There can be no assurance that the developers will not petition for the formation of other community facilities districts and improvement areas or for a special assessment district or districts and that parity special taxes or special assessments will not be levied by the County or some other public agency to finance additional public facilities, however no other special districts are currently contemplated by the City or the developers.

Private liens, such as deeds of trust securing loans obtained by developers of land in the District, may be placed upon property in the District at any time. Under California law, the Special Taxes have priority over all existing and future private liens imposed on property subject to the lien of the Special Taxes.

Set forth below is a statement of direct and overlapping public bonded debt (the "**Overlapping Debt Report**") prepared by California Municipal Statistics, Inc. as of October 1,

2019. The Overlapping Debt Report includes only such information as has been reported to California Municipal Statistics, Inc. by the issuers of the debt described therein and by others. The Overlapping Debt Report is included for general informational purposes only. Neither the City nor the District makes any representation as to its completeness or accuracy.

The first column in the table names each public agency which has outstanding bonded debt as of the date of the report and whose territory overlaps the District in whole or in part. The second column shows the assessed value of the area common to the District and the other public agency (overlapping territory), as a percentage of the total assessed value of the other public agency. This percentage, multiplied by the total outstanding bonded debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the District. In addition to the bonded debt shown in the Overlapping Debt Report, various local agencies, including the City, levy additional parcels charges, assessments and special taxes on parcels in the District. See Table 8 for estimated amounts of these parcel charges, assessments and special taxes for Fiscal Year 2019-20.

The Overlapping Debt Report does not include PACE debt secured by assessments or special taxes on any property. Based on the Special Tax Consultant's review for Fiscal Year 2018-19, [none] of the parcels within the District had a PACE lien.

Table 7
City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
Direct and Overlapping Indebtedness
As of October 1, 2019

2019-20 Local Secured Assessed Valuation: $16,181,372

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	% Applicable	Debt	
Los Rios Community College District General Obligation Bonds	0.008%	$ 29,256	
Elk Grove Unified School District General Obligation Bonds	0.042	77,207	
Elk Grove Unified School District Community Facilities District No. 1	0.187	369,190	
City of Rancho Cordova Community Facilities District No. 2018-1	**100.000**	**0**	(1)
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		$475,653	
OVERLAPPING GENERAL FUND DEBT:			
Sacramento County General Fund Obligations	0.009%	$ 15,886	
Sacramento County Pension Obligation Bonds	0.009	79,644	
Sacramento County Board of Education Certificates of Participation	0.009	375	
Elk Grove Unified School District Certificates of Participation	0.042	5,334	
City of Rancho Cordova Certificates of Participation	0.174	26,209	
Sacramento Metropolitan Fire General Fund Obligations	0.023	2,036	
Sacramento Metropolitan Fire Pension Obligation Bonds	0.023	10,786	
Cordova Recreation and Park District General Fund Obligations	0.104	7,690	
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		$147,960	
Less: Sacramento County supported obligations		1,607	
TOTAL NET OVERLAPPING GENERAL FUND DEBT		$146,353	
GROSS COMBINED TOTAL DEBT		$623,613	(2)
NET COMBINED TOTAL DEBT		$622,006	

Ratios to 2019-20 Local Secured Assessed Valuation:

Direct Debt	**--%**
Total Direct and Overlapping Tax and Assessment Debt	2.94%
Gross Combined Total Debt	3.85%
Net Combined Total Debt	3.84%

(1) Excludes Bonds to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.
Source: California Municipal Statistics, Inc.

Estimated Tax Burden on a Single-Family Home

The following table sets forth the estimated total tax burden on a single-family home (for Lot Type A and Lot Type B), based on projected tax rates for Fiscal Year 2019-20.

Table 8
City of Rancho Cordova
Grantline 208 CFD No. 2018-1
Sample Tax Bill
Fiscal Year 2019-20

Net Taxable Value		**Lot Type A Amount**	**Lot Type B Amount**
Estimated Average Sales Price [1]		$513,000.00	$435,000.00
Less: Homeowner's Exemption		(7,000.00)	(7,000.00)
Net Taxable Value		$506,000.00	$428,000.00
Ad Valorem Property Taxes	**Rate**	**Amount**	**Amount**
Base Property Tax	1.0000%	$5,060.00	$4,280.00
Los Rios College General Obligation Bond	0.0131	66.29	56.07
Elk Grove Unified General Obligation Bond	0.0357	180.64	152.80
Total Ad Valorem Property Taxes	1.0488%	$5,306.93	$4,488.86
Parcel Charges, Assessments, and Special Taxes [2]		**Amount**	**Amount**
Water and Drainage Studies - SCWA 13		$6.94	$6.94
Elk Grove USD CFD No. 1		200.00	200.00
Rancho Cordova CFD No. 2018-2		120.32	120.32
CRPD CFD No. 2018-01		418.58	418.58
Transit Services District Zone 2		114.74	91.80
Rancho Cordova Lighting District 2012-1		2.56	2.56
Rancho Cordova CFD 2014-2		40.46	40.46
Rancho Cordova CFD No. 2013-2		566.64	566.64
Grantline 208 CFD No. 2018-1 [3]		2,499.00	2,040.00
Total Parcel Charges, Assessments, and Special Taxes		$3,969.24	$3,487.30
Total Taxes		**$9,276.17**	**$7,976.16**
Total Effective Tax Rate		**1.81%**	**1.83%**

* *Preliminary; subject to change.*
(1) Represents Lennar Homes' estimated average sales prices for Lot Types A and B.
(2) Does not include any PACE assessments or special taxes.
(3) Equal to the applicable Maximum Special Tax rate in FY 2019-20.
Sources: Lennar Homes; Sacramento County Tax Collector's Office; Goodwin Consulting Group, Inc.

Special Tax Collections and Delinquencies

Fiscal Year 2019-20 is the first fiscal year during which the Special Tax has been levied, with the first payment due in December 2019. Accordingly, there is no history of collections and delinquencies. The levy of Special Taxes in the District is currently covered by the Teeter Plan in the County. See "SECURITY FOR THE 2019 BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure –Teeter Plan."

BOND OWNERS' RISKS

The purchase of the 2019 Bonds involves a degree of risk that may not be appropriate for some investors. The following includes a discussion of some of the risks that should be considered before making an investment decision. This discussion does not purport to be comprehensive or definitive or a complete statement of all factors that may be considered as risks in evaluating the credit quality of the 2019 Bonds.

Limited Obligation of the City to Pay Debt Service

The City has no obligation to pay principal of and interest on the 2019 Bonds if Special Tax collections are delinquent or insufficient, other than from amounts, if any, on deposit in the Reserve Fund or funds derived from the tax sale or foreclosure and sale of parcels for Special Tax delinquencies. The City is not obligated to advance funds to pay debt service on the 2019 Bonds.

Concentration of Ownership of Undeveloped Property

All of the land within the District is currently owned by Lennar Homes. Although there will be transfers of ownership of this property as development progresses and home sales are closed, the timely payment of the 2019 Bonds depends upon the willingness and ability of all of the owners of taxable property within the District to pay the Special Taxes when due. The only assets of the owners of property within the District which constitute security for the 2019 Bonds are such owners' real property holdings located within the District, and each parcel may only be foreclosed against for delinquent Special Taxes levied against such parcel. If the current landowners choose to pay some but not all of the Special Taxes, they may, as owners of parcels in the District, choose to default on payments of the Special Tax on parcels. Also see "– Bankruptcy Delays" below.

Development of undeveloped property within the District may be subject to unexpected delays, disruptions and changes which may affect the willingness and ability of the two homebuilders or other property owners to pay the Special Taxes when due. Certain infrastructure improvements remain to be completed in order to complete construction of the remaining homes in the District. No assurance can be given that the remaining proposed residential development will be partially or fully completed, and for purposes of evaluating the investment quality of the 2019 Bonds, prospective purchasers should consider the possibility that such parcels will remain vacant and only partially improved. See the information set forth under the caption "THE DISTRICT – Development in the District."

Levy and Collection of the Special Tax

General. The principal source of payment of principal of and interest on the 2019 Bonds is the proceeds of the annual levy and collection of the Special Tax against property within the District.

Limitation on Maximum Annual Special Tax Rate. The annual levy of the Special Tax is subject to the maximum annual Special Tax rate authorized in the Special Tax Formula. The levy cannot be made at a higher rate even if the failure to do so means that the estimated proceeds of the levy and collection of the Special Tax, together with other available funds, will not be sufficient to pay debt service on the 2019 Bonds.

In addition to the maximum annual Special Tax rate limitation in the Special Tax Formula, Section 53321(d) of the Act provides that the special tax levied against any parcel for which an occupancy permit for private residential use has been issued may not be increased as a consequence of delinquency or default by the owner of any other parcel within a community facilities district by more than 10% above the amount that would have been levied in such fiscal year had there never been any such delinquencies or defaults. In cases of significant delinquency, these factors may result in defaults in the payment of principal of and interest on the 2019 Bonds.

No Relationship Between Property Value and Special Tax Levy. Because the Special Tax Formula is not based on property value, the levy of the Special Tax will rarely, if ever, result in a uniform relationship between the value of particular parcels in the District subject to a Special Tax and the amount of the levy of the Special Tax against those parcels. Thus, there will rarely, if ever, be a uniform relationship between the value of the parcels in the District subject to a Special Tax and their proportionate share of debt service on the 2019 Bonds, and certainly not a direct relationship.

Factors that Could Lead to Special Tax Deficiencies. The following are some of the factors that might cause the levy of the Special Tax on any particular parcel of Taxable Property to vary from the Special Tax that might otherwise be expected:

Transfers to Governmental Entities. The number of parcels in the District subject to a Special Tax could be reduced through the acquisition of Taxable Property by a governmental entity and failure of the government to pay the Special Tax based upon a claim of exemption or, in the case of the federal government or an agency thereof, immunity from taxation, thereby resulting in an increased tax burden on the remaining taxed parcels.

Property Tax Delinquencies. Failure of the owners of Taxable Property to pay property taxes (and, consequently, the Special Tax), or delays in the collection of or inability to collect the Special Tax by tax sale or foreclosure and sale of the delinquent parcels, could result in a deficiency in the collection of Special Tax revenues. See "– Property Tax Delinquencies" below.

Delays Following Special Tax Delinquencies and Foreclosure Sales. The Fiscal Agent Agreement generally provides that the Special Tax is to be collected in the same manner as ordinary *ad valorem* property taxes are collected and, except as provided in the special covenant for foreclosure described in "SECURITY FOR THE 2019 BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure" and in the Mello-Roos Act, is subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ordinary *ad valorem* property taxes. Under these procedures, if taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the County.

If sales or foreclosures of property are necessary, there could be a delay in payments to owners of the 2019 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the City of the proceeds of sale if the Reserve Fund is depleted. See "SECURITY FOR THE 2019 BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The ability of the City to collect interest and penalties specified by State law and to foreclose against properties having delinquent Special Tax installments may be limited in certain respects with regard to properties in which the Federal Deposit Insurance Corporation (the "**FDIC**") has or obtains an interest. The FDIC would obtain such an interest by taking over a financial institution that has made a loan that is secured by property within the District. See " – FDIC/Federal Government Interests in Properties" below.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of Special Taxes or the timing of enforcement of Special Taxes. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military service if the court concludes the ability to pay such taxes or assessments is materially affected by reason of such service.

Overlapping Tax Districts. The land in the District is also located within the boundaries of various local agencies that could issue debt in the future payable from special taxes or other amounts levied on the parcels in the District; this would decrease the value to lien ratios of parcels in the District.

Property Tax Delinquencies

General. Delinquencies in the payment of property taxes and, consequently, the Special Taxes, can occur because the owners of delinquent parcels may not have received property tax bills from the County in a timely manner, including situations in which the County initially sent property tax bills to the property developer or merchant builder at a time when the parcels in question had already been sold to individual homeowners. Delinquencies can also reflect economic difficulties and duress by the property owner.

Numerous future delinquencies by the owners of Taxable Property in the District in the payment of property taxes (and, consequently, the Special Taxes, which are collected on the ordinary property tax bills) when due could result in a deficiency in Special Tax Revenues necessary to pay debt service on the 2019 Bonds, which could in turn result in the depletion of the Reserve Fund, prior to reimbursement from the resale of foreclosed property or payment of the delinquent Special Tax. In that event, there could be a delay or failure in payments of the principal of and interest on the 2019 Bonds. See "SECURITY FOR THE 2019 BONDS – Reserve Fund," and "SECURITY FOR THE 2019 BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure."

The City intends to take certain actions designed to mitigate the impact of future delinquencies, including: enforcing the lien of the Special Taxes through collection procedures that will include foreclosure actions under certain circumstances (see "SECURITY FOR THE 2019 BONDS – Delinquent Payments of Special Tax; Covenant for Superior Court Foreclosure"); and increasing the levy of Special Taxes against non-delinquent property owners in the District, to the extent permitted under the Special Tax Formula and the Mello-Roos Act and to the extent the Special Taxes are not already being levied at the Maximum Annual Special Tax rate.

Any future decline in home values in the District could result in property owner unwillingness or inability to pay mortgage payments, as well as *ad valorem* property taxes and Special Taxes, when due. Under such circumstances, bankruptcies are likely to increase.

Bankruptcy by homeowners with delinquent Special Taxes would delay the commencement and completion of foreclosure proceedings to collect delinquent Special Taxes.

It is possible that laws could be enacted in the future to assist homeowners in default in the payment of mortgages and property taxes. It is further possible that federal laws could be enacted that would adversely impact the ability of the City to foreclose on parcels with delinquent Special Taxes. No assurance can be given that any such laws will be enacted, or if enacted will be effective in assisting affected homeowners.

Property Values and Risks Related to Development

The value of Taxable Property within the District is a critical factor in determining the investment quality of the 2019 Bonds. If a property owner defaults in the payment of the Special Tax, the City's only remedy is to foreclose on the delinquent property in an attempt to obtain funds with which to pay the delinquent Special Tax. Land values could be adversely affected by economic and other factors beyond the City's control, such as a general economic downturn, relocation of employers out of the area, shortages of water, electricity, natural gas or other utilities, destruction of property caused by earthquake, flood, wildfires, or other natural disasters, environmental pollution or contamination, or unfavorable economic conditions.

The following is a discussion of specific risk factors that could affect the value of property in the District.

Risks Related to Availability of Mortgage Loans. In the past, market events have adversely affected the availability of mortgage loans to homeowners, including potential buyers of homes within the District. Any such unavailability in the future could hinder the ability of the current homeowners to resell their homes, or the sale of newly completed homes in the future.

***Natural Disasters*.** The value of the Taxable Property in the future can be adversely affected by a variety of natural occurrences, particularly those that may affect infrastructure and other public improvements and private improvements on the Taxable Property and the continued habitability and enjoyment of such private improvements.

The areas in and surrounding the District, like those in much of California, may be subject to unpredictable seismic activity, including earthquakes. See "THE DISTRICT – Description and Location."

Other natural disasters could include, without limitation, floods, wildfires, droughts or tornadoes. One or more natural disasters could occur and could result in damage to improvements of varying seriousness. Although the District is not in a high-risk area (or a special fire hazard severity zone) for wildfires, landslides, floods, or tornadoes, natural disasters such as these are unpredictable and may occur anywhere throughout the State, with devastating consequences. In particular, large fires have impacted other parts of the City and County in recent years. The damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, or because repair or replacement will not facilitate habitability or other use, or because other considerations preclude such repair or replacement. Under any of these circumstances there could be significant delinquencies in the payment of Special Taxes, and the value of the Taxable Property may well depreciate or disappear.

Droughts. The State is subject from time-to-time to drought conditions, which could have an impact on future development in the District. California is now recovering from a multi-year drought that had far-reaching consequences. For example, on April 1, 2015, for the first time in State history, the Governor directed the State Water Resources Control Board (the "**SWRCB**") to implement mandatory water reductions in cities and towns across the State to reduce water usage by 25 percent. The City cannot predict when drought conditions and concomitant water-reduction requirements will return, what effect drought conditions could have on property values, or whether or to what extent water reduction requirements may affect the District.

***Legal Requirements*.** Other events that may affect the value of Taxable Property include changes in the law or application of the law. Such changes may include, without limitation, local growth control initiatives, local utility connection moratoriums and local application of statewide tax and governmental spending limitation measures.

***Hazardous Substances*.** One of the most serious risks in terms of the potential reduction in the value of Taxable Property is a claim with regard to a hazardous substance. In general, the owners and operators of Taxable Property may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the Taxable Property be affected by a hazardous substance, is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition.

The property values set forth in this Official Statement do not take into account the possible reduction in marketability and value of any of the Taxable Property by reason of the possible liability of the owner or operator for the remedy of a hazardous substance condition of the parcel. Although the City is not aware that the owner or operator of any of the Taxable Property has such a current liability with respect to any of the Taxable Property, it is possible that such liabilities do currently exist and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the Taxable Property resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but that has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently on the parcel of a substance not presently classified as hazardous but that may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of Taxable Property that is realizable upon a delinquency.

Endangered and Threatened Species. It is illegal to harm or disturb any plants or animals in their habitat that have been listed as endangered species by the United States Fish & Wildlife Service under the Federal Endangered Species Act or by the California Fish & Game Commission under the California Endangered Species Act without a permit. Although the Master Developer believes that no federally listed endangered or threatened species would be affected by the proposed development within the District, other than any that are permitted by the entitlements already received (which allow for the impact of development and specify the

mitigation required), the discovery of an endangered plant or animal could delay development of vacant property in the District or reduce the value of undeveloped property.

Future Property Development

Continuing development of the parcels in the District may be adversely affected by changes in general or local economic conditions, fluctuations in or a deterioration of the real estate market, increased construction costs, development, financing and marketing capabilities of the developer, water or electricity shortages, discovery on the undeveloped property of any plants or animals in their habitat that have been listed as endangered species, changes in law, and other similar factors. Development in the District may also be affected by development in surrounding areas, which may compete with the property in the District.

For example, H.R. 1 of the 115th U.S. Congress, known as the "Tax Cuts and Jobs Act," was enacted into law on December 22, 2017 (the "**Tax Act**"). The Tax Act makes significant changes to many aspects of the Code that could have an impact on future property development. The Tax Act reduces the amount of mortgage interest expense and state local income tax and property tax expense that individuals may deduct from their gross income for federal income tax purposes, which could increase the cost of home ownership within the District and could adversely affect the sale of homes by the developers. However, neither the City nor the developers can predict the effect that the Tax Act may have on the cost of home ownership or the price of homes in the District, the rate at which homes in the District are sold to individual homeowners, or the ability or willingness of homeowners to pay special taxes or property taxes on taxable property within the District. The appraised values in the Appraisal do not take into account any of potential impacts of the Tax Act on home values or home sales in the District.

Other Possible Claims Upon the Value of Taxable Property

While the Special Taxes are secured by the Taxable Property, the security only extends to the value of such Taxable Property that is not subject to priority and parity liens and similar claims.

The table in the section entitled "VALUE OF PROPERTY WITHIN THE DISTRICT – Priority of Lien" shows the presently outstanding amount of governmental obligations (with stated exclusions), the tax or assessment for which is or may become an obligation of one or more of the parcels in the District subject to a Special Tax. The table also states the additional amount of general obligation bonds the tax for which, if and when issued, may become an obligation of one or more of the parcels in the District subject to a Special Tax. The table does not specifically identify which of the governmental obligations are secured by liens on one or more of the parcels in the District subject to a Special Tax.

In addition, other governmental obligations may be authorized and undertaken or issued in the future, the tax, assessment or charge for which may become an obligation of one or more of the parcels in the District subject to a Special Tax and may be secured by a lien on a parity with the lien of the Special Tax securing the 2019 Bonds.

In general, as long as the Special Tax is collected on the County tax roll, the Special Tax and all other taxes, assessments and charges also collected on the tax roll are on a parity, that is, are of equal priority. Questions of priority become significant when collection of one or more of the taxes, assessments or charges is sought by some other procedure, such as foreclosure and sale. In the event of proceedings to foreclose for delinquency of Special Taxes securing the

2019 Bonds, the Special Tax will be subordinate only to existing prior governmental liens, if any. Otherwise, in the event of such foreclosure proceedings, the Special Taxes will generally be on a parity with the other taxes, assessments and charges, and will share the proceeds of such foreclosure proceedings on a pro rata basis. Although the Special Taxes will generally have priority over non-governmental liens on a parcel of Taxable Property, regardless of whether the non-governmental liens were in existence at the time of the levy of the Special Tax or not, this result may not apply in the case of bankruptcy. See "– Bankruptcy Delays" below.

Exempt Properties

Certain properties are exempt from the Special Tax in accordance with the Special Tax Formula and the Mello-Roos Act, which provides that properties or entities of the state, federal or local government are exempt from the Special Tax; provided, however, that property within the District acquired by a public entity through a negotiated transaction or by gift or devise, which is not otherwise exempt from the Special Tax, will continue to be subject to the Special Tax. See "SECURITY FOR THE 2019 BONDS – Special Tax Formula."

In addition, although the Mello- Roos Act provides that if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment, the constitutionality and operation of these provisions of the Mello- Roos Act have not been tested, meaning that such property could become exempt from the Special Tax. The Mello- Roos Act further provides that no other properties or entities are exempt from the Special Tax unless the properties or entities are expressly exempted in a resolution of consideration to levy a new special tax or to alter the rate or method of apportionment of an existing special tax.

FDIC/Federal Government Interests in Properties

General. The ability of the City to foreclose the lien of delinquent unpaid Special Tax installments may be limited with regard to properties in which the FDIC, the Drug Enforcement Agency, the Internal Revenue Service, or other federal agency has or obtains an interest.

Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest.

The supremacy clause of the United States Constitution reads as follows: "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

This means that, unless Congress has otherwise provided, if a federal governmental entity owns a parcel that is subject to Special Taxes but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold

for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. In *Rust v. Johnson* (9th Circuit; 1979) 597 F.2d 174, the United States Court of Appeal, Ninth Circuit held that the Federal National Mortgage Association ("**FNMA**") is a federal instrumentality for purposes of this doctrine, and not a private entity, and that, as a result, an exercise of state power over a mortgage interest held by FNMA constitutes an exercise of state power over property of the United States.

The City has not undertaken to determine whether any federal governmental entity currently has, or is likely to acquire, any interest (including a mortgage interest) in any of the parcels subject to the Special Taxes, and therefore expresses no view concerning the likelihood that the risks described above will materialize while the 2019 Bonds are outstanding.

FDIC. In the event that any financial institution making any loan which is secured by real property within the District is taken over by the FDIC, and prior thereto or thereafter the loan or loans go into default, resulting in ownership of the property by the FDIC, then the ability of the District to collect interest and penalties specified by State law and to foreclose the lien of delinquent unpaid Special Taxes may be limited.

The FDIC's policy statement regarding the payment of state and local real property taxes (the "**Policy Statement**") provides that property owned by the FDIC is subject to state and local real property taxes only if those taxes are assessed according to the property's value, and that the FDIC is immune from real property taxes assessed on any basis other than property value. According to the Policy Statement, the FDIC will pay its property tax obligations when they become due and payable and will pay claims for delinquent property taxes as promptly as is consistent with sound business practice and the orderly administration of the institution's affairs, unless abandonment of the FDIC's interest in the property is appropriate. The FDIC will pay claims for interest on delinquent property taxes owed at the rate provided under state law, to the extent the interest payment obligation is secured by a valid lien. The FDIC will not pay any amounts in the nature of fines or penalties and will not pay nor recognize liens for such amounts. If any property taxes (including interest) on FDIC-owned property are secured by a valid lien (in effect before the property became owned by the FDIC), the FDIC will pay those claims. The Policy Statement further provides that no property of the FDIC is subject to levy, attachment, garnishment, foreclosure or sale without the FDIC's consent. In addition, the FDIC will not permit a lien or security interest held by the FDIC to be eliminated by foreclosure without the FDIC's consent.

The Policy Statement states that the FDIC generally will not pay non-*ad valorem* taxes, including special assessments, on property in which it has a fee interest unless the amount of tax is fixed at the time that the FDIC acquires its fee interest in the property, nor will it recognize the validity of any lien to the extent it purports to secure the payment of any such amounts. Special taxes imposed under the Mello-Roos Act and a special tax formula which determines the special tax due each year are specifically identified in the Policy Statement as being imposed each year and therefore covered by the FDIC's federal immunity. The Ninth Circuit issued a ruling on August 28, 2001, in which it determined that the FDIC, as a federal agency, is exempt from special taxes levied under the Act.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency in the payment of Special Taxes on a parcel within the District in which the FDIC has or obtains an interest, although prohibiting the lien of the Special Taxes to be foreclosed out at a judicial foreclosure sale could reduce or eliminate the number of persons willing to purchase a parcel at a foreclosure sale. Such an outcome could cause a draw on the

Reserve Fund and perhaps, ultimately, if enough property were to become owned by the FDIC, a default in payment on the 2019 Bonds.

Depletion of 2019 Reserve Account of the Reserve Fund

The 2019 Reserve Account of the Reserve Fund is to be maintained at an amount equal to the Reserve Requirement as defined in the Fiscal Agent Agreement. See "SECURITY FOR THE 2019 BONDS – Reserve Fund." The 2019 Reserve Account of the Reserve Fund will be used to pay principal of and interest on the 2019 Bonds if insufficient funds are available from the proceeds of the levy and collection of the Special Tax against property within the District. If the 2019 Reserve Account of the Reserve Fund is depleted, it can be replenished from the proceeds of the levy and collection of the Special Taxes that exceed the amounts to be paid to the owners of the 2019 Bonds under the Fiscal Agent Agreement. However, because the Special Tax levy is limited to the annual Maximum Annual Special Tax rates, it is possible that no replenishment would be achieved if the Special Tax proceeds, together with other available funds, remain insufficient to pay all such amounts. Thus, it is possible that the 2019 Reserve Account of the Reserve Fund will be depleted and not be replenished by the levy and collection of the Special Taxes.

Bankruptcy Delays

The payment of the Special Tax and the ability of the City to foreclose the lien of a delinquent unpaid Special Tax, as discussed in "SECURITY FOR THE 2019 BONDS," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State of California relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the delivery of the 2019 Bonds (including Bond Counsel's approving legal opinion) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the Special Taxes to become extinguished, bankruptcy of a property owner or any other person claiming an interest in the property could result in a delay in superior court foreclosure proceedings and could result in the possibility of Special Tax installments not being paid in part or in full. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the 2019 Bonds.

In addition, the amount of any lien on property securing the payment of delinquent Special Taxes could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Special Taxes in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien for the Special Tax, or any such delay or non-payment, would increase the likelihood of a delay or default in payment of the principal of and interest on the 2019 Bonds and the possibility of delinquent Special Taxes not being paid in full.

To the extent that property in the District continues to be owned by a limited number of property owners, the chances are increased that the Reserve Fund could be fully depleted during any such delay in obtaining payment of delinquent Special Taxes. As a result, sufficient moneys would not be available in the Reserve Fund to make up shortfalls resulting from delinquent payments of the Special Tax and thereby to pay principal of and interest on the 2019 Bonds on a timely basis.

On July 30, 1992, the United States Court of Appeals for the Ninth Circuit issued its opinion in a bankruptcy case entitled *In re Glasply Marine Industries*. In that case, the court held that *ad valorem* property taxes levied by Snohomish County in the State of Washington after the date that the property owner filed a petition for bankruptcy were not entitled to priority over a secured creditor with a prior lien on that property. The court upheld the priority of unpaid *ad valorem* taxes imposed before the bankruptcy petition (the "pre-petition taxes"), but unpaid taxes imposed after the filing of the bankruptcy petition ("post-petition taxes") were declared to be unsecured "administrative expenses" of the bankruptcy estate, and were therefore held to be payable from the bankruptcy estate only after payment of all secured creditors. As a result, the secured creditor of the property was able to foreclose on the property and retain all of the proceeds of the sale except for the amount of the pre-petition taxes.

According to the court's ruling, as administrative expenses, post-petition taxes would have to be paid, but only if the debtor had sufficient assets not subject to other perfected security interests to do so. In certain circumstances, payment of such administrative expenses may also be allowed to be deferred. Once the property is transferred out of the bankruptcy estate (through foreclosure or otherwise) it would at that time again become subject to and would secure liens for then current and future *ad valorem* taxes.

Glasply was controlling precedent on bankruptcy courts in the State of California for several years subsequent to the date of the Ninth Circuit's holding. Pursuant to state law, the lien date for general *ad valorem* property taxes levied in the State of California is the January 1 preceding the fiscal year for which the taxes are levied. Under the *Glasply* holding, a bankruptcy petition filing would have prevented the lien for general *ad valorem* property taxes levied in fiscal years subsequent to the filing of a bankruptcy petition from attaching and becoming a lien so long as the property was a part of the estate in bankruptcy. However, the *Glasply* holding was for the most part subsequently rendered inoperative with respect to the imposition of a lien for and the collection of *ad valorem* taxes by amendments to the federal Bankruptcy Code (Title 11 U.S.C.) which were part of the Bankruptcy Reform Act of 1994 (the "Bankruptcy Reform Act") passed by Congress during the later part of 1994. The Bankruptcy Reform Act added a provision to the automatic stay section of the Bankruptcy Code which, pursuant to Section 362(b)(18) thereof, excepts from the Bankruptcy Code's automatic stay provisions, "the creation of a statutory lien for an *ad valorem* property tax imposed by . . . a political subdivision of a state, if such tax comes due after the filing of the petition" by a debtor in bankruptcy court. The effect of this provision is to continue the secured interest of *ad valorem* taxes on real property (i.e., post-petition taxes) in effect during the period following the filing of a bankruptcy petition, including during the period bankruptcy proceedings are pending.

Without further clarification by the courts or Congress, the original rationale of the *Glasply* holding could, however, still result in the treatment of post-petition special taxes as "administrative expenses," rather than as tax liens secured by real property, at least during the pendency of bankruptcy proceedings. This treatment might result from the fact that, although the lien of special taxes is of record from the date of the filing of a Notice of Special Tax Lien, the actual special tax is levied annually. As noted above, special taxes have a different lien date than the lien date for general *ad valorem* taxes in the State of California noted above. The lien of a Mello-Roos special tax attaches upon recordation of the notice of the special tax lien, as provided for in Section 53328.3 of the Act, as opposed to the annual January 1 lien date for general *ad valorem* taxes. Thus, in deciding whether the original *Glasply* ruling is applicable to a bankruptcy proceeding involving special taxes rather than general *ad valorem* property taxes, a court might consider the differences in the statutory provisions for creation of the applicable tax lien (general *ad valorem* or special tax) in determining whether there is a basis for post petition special taxes to be entitled

to a lien on the property during pending bankruptcy proceedings. If a court were to apply *Glasply* to eliminate the priority of the special tax lien as a secured claim against property with respect to post-petition levies of the Special Taxes made against property owners within the District who file for bankruptcy, collections of the Special Taxes from such property owners could be reduced as the result of being treated as "administrative expenses" of the bankruptcy estate. Also, and most importantly, is the fact that the original holding in *Glasply* and the mitigation of that holding by the Bankruptcy Reform Act of 1994 both appear to be applicable only to general *ad valorem* taxes, and, therefore, the exemption from the automatic stay in Section 362(b)(18) discussed above may not be applicable to special taxes since they were not expressly mentioned or provided for in this section, nor defined to be included within the term *"ad valorem* taxes."

Disclosure to Future Purchasers

The City has recorded a notice of the Special Tax lien in the Office of the County Recorder. While title companies normally refer to such notices in title reports, there can be no guarantee that such reference will be made or, if made, that a prospective purchaser or lender will consider such special tax obligation in the purchase of a parcel of land or a home in the District or the lending of money secured by property in the District. The Mello-Roos Act and the City's Mello-Roos Act Goals and Policies require the subdivider of a subdivision (or its agent or representative) to notify a prospective purchaser or long-term lessor of any lot, parcel, or unit subject to a Mello-Roos special tax of the existence and maximum amount of such special tax using a statutorily prescribed form. California Civil Code Section 1102.6b requires that in the case of transfers other than those covered by the above requirement, the seller must at least make a good faith effort to notify the prospective purchaser of the special tax lien in a format prescribed by statute. Failure by an owner of the property to comply with these requirements, or failure by a purchaser or lessor to consider or understand the nature and existence of the Special Tax, could adversely affect the willingness and ability of the purchaser or lessor to pay the Special Tax when due.

No Acceleration Provisions

The 2019 Bonds do not contain a provision allowing for their acceleration in the event of a payment default or other default under the terms of the 2019 Bonds or the Fiscal Agent Agreement. Under the Fiscal Agent Agreement, a Bondowner is given the right for the equal benefit and protection of all Bondowners similarly situated to pursue certain remedies. So long as the 2019 Bonds are in book-entry form, DTC will be the sole Bondowner and will be entitled to exercise all rights and remedies of Bondholders, in accordance with its procedures and rules.

Loss of Tax Exemption

As discussed under the caption "TAX MATTERS," interest on the 2019 Bonds might become includable in gross income for purposes of federal income taxation retroactive to the date the 2019 Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Fiscal Agent Agreement. The Fiscal Agent Agreement does not contain a special redemption feature triggered by the occurrence of an event of taxability. As a result, if interest on the 2019 Bonds were to become includable in gross income for purposes of federal income taxation, the 2019 Bonds would continue to remain outstanding until maturity unless earlier redeemed pursuant to optional redemption, mandatory sinking fund redemption or special mandatory redemption upon prepayment of the Special Taxes. See "THE 2019 BONDS – Redemption."

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the 2019 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Bondowners from realizing the full current benefit of the tax status of such interest.

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service (the "**IRS**") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the 2019 Bonds will be selected for audit by the IRS. It is also possible that the market value of such 2019 Bonds might be affected as a result of such an audit (or by an audit of similar bonds or securities).

Voter Initiatives

Under the California Constitution, the power of initiative is reserved to the voters for the purpose of enacting statutes and constitutional amendments. Since 1978, the voters have exercised this power through the adoption of Proposition 13 and similar measures, including Proposition 218, which was approved in the general election held on November 5, 1996, and Proposition 26, which was approved on November 2, 2010.

Any such initiative may affect the collection of fees, taxes and other types of revenue by local agencies such as the District. Subject to overriding federal constitutional principles, such collection may be materially and adversely affected by voter-approved initiatives, possibly to the extent of creating cash-flow problems in the payment of outstanding obligations such as the 2019 Bonds.

Proposition 218 – Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment, added Articles XIIIC and XIIID to the California Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges.

On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Special Taxes for general governmental purposes require a majority vote and taxes for specific purposes ("special taxes") require a two-thirds vote.

The Special Taxes and the 2019 Bonds were each authorized by not less than a two-thirds vote of the landowners within the District who constituted the qualified electors at the time of such voted authorization. The City believes, therefore, that issuance of the 2019 Bonds does not require the conduct of further proceedings under the Act, Proposition 218 or Proposition 26.

Recent Case Law Related to the Mello-Roos Act

On August 1, 2014, the California Court of Appeal, Fourth Appellate District, issued its opinion in *City of San Diego v. Melvin Shapiro, et al.* (D063997). The case involved a Convention Center Facilities District (the "**CCFD**") established by the City of San Diego. The CCFD is a financing district established under the City's charter (the "Charter") and was intended to function much like a community facilities district established under the Mello-Roos Act. The CCFD was comprised of all of the real property in the entire City. However, the CCFD special tax was to be levied only on properties in the CCFD that were improved with a hotel.

At the election to authorize the CCFD special tax, the CCFD proceedings limited the electorate to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel was located. Registered voters in the City of San Diego were not permitted to vote. This definition of the qualified electors of the CCFD was based on Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed community facilities district whose property would be subject to the special tax.

The *San Diego* Court held that the CCFD special tax election did not comply with the City's Charter and with applicable provisions of the California Constitution -- specifically Article XIIIA, section 4 ("Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district, may impose special taxes on such district….") and Article XIIIC, section 2(d) ("No local government may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote.") -- because the electors in the CCFD election should have been the registered voters residing within the CCFD (the boundaries of which were coterminous with the boundaries of the City of San Diego).

As to the District, there were fewer than 12 registered voters within the District at the time of the election to authorize the Special Taxes. Significantly, the *San Diego* Court expressly stated that it was not addressing the validity of a landowner election to impose special taxes on residential property pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Therefore, by its terms, the *San Diego* Court's holding does not apply to the special tax election in the District.

Moreover, Sections 53341 and 53359 of the Act establish a limited period of time in which special taxes levied under the Mello-Roos Act may be challenged by a third party:

> 53341. Any action or proceeding to attack, review, set aside, void, or annul the levy of a special tax or an increase in a special tax pursuant to [the Mello-Roos Act] shall be commenced within 30 days after the special tax is approved by the voters….
>
> 53359. An action to determine the validity of bonds issued pursuant to [the Mello-Roos Act] or the validity of any special taxes levied pursuant to [the Mello-Roos Act] … shall …. be commenced within 30 days after the voters approve the issuance of the bonds or the special tax …

Section 53326(b) of the Mello-Roos Act defines the authorized voters for an election in which the special taxes will be levied on residential property: "Except as otherwise provided in subdivision (c), if at least 12 persons, who need not necessarily be the same 12 persons, have

been registered to vote within the territory of the proposed community facilities district for each of the 90 days preceding the close of the protest hearing, the vote shall be by the registered voters of the proposed district, with each voter having one vote. Otherwise, the vote shall be by the landowners of the proposed district and each person who is the owner of land at the close of the protest hearing, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he or she owns within the proposed community facilities district not exempt from the special tax…."

Landowner voters approved the Special Taxes and the issuance of bonds for the District in compliance with all applicable requirements of the Mello-Roos Ac and, pursuant to Sections 53341 and 53359 of the Mello-Roos Act, the statute of limitations period to challenge the validity of the special tax has expired. Because the *San Diego* Court expressly stated that it did not consider the facts presented by the District and because the period for challenging the Special Taxes has passed, the City believes the Special Taxes are valid and cannot be challenged.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the 2019 Bonds or, if a secondary market exists, that any 2019 Bonds can be sold for any particular price. Prices of bond issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

No assurance can be given that the market price for the 2019 Bonds will not be affected by the introduction or enactment of any future legislation (including without limitation amendments to the Internal Revenue Code), or changes in interpretation of the Internal Revenue Code, or any action of the IRS, including but not limited to the publication of proposed or final regulations, the issuance of rulings, the selection of the 2019 Bonds for audit examination, or the course or result of any IRS audit or examination of the 2019 Bonds or obligations that present similar tax issues as the 2019 Bonds.

Cyber Security

The City, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the City is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. No assurance can be given that the City's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the City or the District, or the administration of the 2019 Bonds. The City is also reliant on other entities and service providers in connection with the administration of the 2019 Bonds, including without limitation the County tax collector for the levy and collection of Special Taxes, the Fiscal Agent, and the dissemination agent. No assurance can be given that the City, the District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the Bond owners.

Potential Early Redemption of Bonds from Prepayments

Property owners within the District, including Lennar Homes and individual homeowners, are permitted to prepay their Special Tax obligation at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds

on the interest payment date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds.

LEGAL MATTERS

Legal Opinion

The legal opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, approving the validity of the 2019 Bonds will be made available to purchasers at the time of original delivery and is attached in substantially final form as APPENDIX E.

Jones Hall, A Professional Law Corporation, San Francisco, California, has served as Disclosure Counsel to the City. Meyers Nave, A Professional Law Corporation, Sacramento, California, will pass upon certain legal matters for the City as its City Attorney. Kutak Rock LLP, Irvine, California, is serving as counsel to the Underwriter.

No Litigation

At the time of delivery of the 2019 Bonds, the City will certify that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending with respect to which the District has been served with process or threatened, which (i) in any way questions the powers of the City Council or the City, (ii) in any way questions the validity of any proceeding taken by the City Council in connection with the issuance of the 2019 Bonds, (iii) wherein an unfavorable decision, ruling or finding could have a material adverse effect on the transactions contemplated by the purchase contract with respect to the 2019 Bonds, (iv) which, in any way, could adversely affect the validity or enforceability of the resolutions of the City Council adopted in connection with the formation of the District or the issuance of the 2019 Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement or the purchase contract with respect to the 2019 Bonds, (v) to the knowledge of the City, which in any way questions the exclusion from gross income of the recipients thereof of the interest on the 2019 Bonds for federal income tax purposes, or (vi) in any other way questions the status of the 2019 Bonds under State tax laws or regulations.

TAX MATTERS

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the 2019 Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the 2019 Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those

covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the 2019 Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a 2019 Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a 2019 Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the 2019 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such 2019 Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such 2019 Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the 2019 Bonds who purchase the 2019 Bonds after the initial offering of a substantial amount of such maturity. Owners of such 2019 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of 2019 Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such 2019 Bonds is sold to the public.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the 2019 Bond (said term being the shorter of the 2019 Bond's maturity date or its call date). The amount of original issue premium amortized each year reduces the adjusted basis of the owner of the 2019 Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a 2019 Bond is amortized each year over the term to maturity of the 2019 Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized bond premium is not deductible for federal income tax purposes. Owners of premium 2019 Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such 2019 Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the 2019 Bonds is exempt from California personal income taxes.

Other Tax Considerations. Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the 2019 Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the 2019 Bonds, or as to the consequences of owning or receiving interest on the 2019 Bonds, as of any future date. Prospective purchasers of the 2019 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the 2019 Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the 2019 Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the 2019 Bonds, the ownership, sale or disposition of the 2019 Bonds, or the amount, accrual or receipt of interest on the 2019 Bonds.

CONTINUING DISCLOSURE

The City

The City has covenanted for the benefit of owners of the 2019 Bonds to provide certain financial information and operating data relating to the District by not later than nine months after the end of the City's fiscal year (presently June 30) in each year (the "**City Annual Report**") commencing with its report for the 2018-19 fiscal year (due by April 1, 2020) and to provide notices of the occurrence of certain enumerated events. Additionally, Lennar Homes has covenanted for the benefit of owners of the 2019 Bonds to provide certain information with respect to the property owned by it and its Affiliates (as defined in the Continuing Disclosure Certificate) within the District (the "**Developer Annual Report**") to owners of the 2019 Bonds (so long as it is responsible for a certain percentage of the Special Taxes), as described in the Developer Annual Report, and to provide notices of the occurrence of certain enumerated events.

The City Annual Report and the Developer Annual Report and notices of listed events will be filed with the Municipal Securities Rulemaking Board. The covenants of the City have been made in order to assist the Underwriter in complying with Securities Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The specific nature of the information to be contained in the Annual Report or the notices of listed events by the City and Lennar Homes is summarized in "APPENDIX F – Form of Continuing Disclosure Undertakings."

A review of the City's compliance with prior continuing disclosure undertakings in the last five years indicates that:

(1) The City's audited financial statements for Fiscal Year 2013-14 were not filed for all of the required issues until September 3, 2015.

(2) The City's annual report required for Fiscal Year 2013-14 was not filed with all required information until September 8, 2015, and the annual report for Fiscal Year 2014-15 was not filed with all required information until July 6, 2016. [**Confirm**]

The City has retained Goodwin Consulting Group, Inc. to serve as dissemination agent with respect to the filings to be made with respect to the 2019 Bonds and its other undertakings under the Rule.

Lennar Homes

Lennar Homes is not an obligated party under the Rule, but has voluntarily agreed to provide annual continuing disclosure for the benefit of Bondowners. Lennar Homes will enter into a Continuing Disclosure Certificate (Developer) covenanting to provide certain information regarding the development of its property and notice of certain material events as they occur until such time as Lennar Homes owns property in the District responsible for less than 20% of the special tax levy for the District.

Lennar Homes represents that, other than as set forth in this paragraph, in the last five years, it has not failed to comply in any material respects with its previous continuing disclosure undertakings, specifically regarding its requirement to provide developer periodic reports or to provide notice of occurrence of enumerated events. In connection with a continuing disclosure obligation entered into with respect to the $12,850,000 County of El Dorado Community Facilities District No. 2014-1 (Carson Creek) Special Tax Bonds Series 2016, Lennar Homes was late in filing the periodic reports due on April 1, 2017 and October 1, 2017. The oversight was discovered in late January, 2018, and Lennar Homes promptly filed a curative report on February 1, 2018.

NO RATING

The City has not obtained a formal credit rating on the 2019 Bonds and does not anticipate obtaining one on the 2019 Bonds in the future. Prospective purchasers of the 2019 Bonds are required to make independent determinations as to the credit quality of the 2019 Bonds and their appropriateness as an investment.

UNDERWRITING

The 2019 Bonds are being purchased by Piper Jaffray & Co. (the "**Underwriter**"), at a purchase price of $_____ (which represents the aggregate principal amount of the 2019 Bonds ($_____), [plus/minus][net] original issue [premium/discount] of $_____, and less an Underwriter's discount of $_____).

The purchase agreement relating to the 2019 Bonds provides that the Underwriter will purchase all of the 2019 Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase agreement.

The Underwriter may offer and sell the 2019 Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriter.

PROFESSIONAL FEES

In connection with the issuance of the 2019 Bonds, some or all of fees or other compensation payable to certain professionals is contingent upon the issuance and delivery of the 2019 Bonds. Those professionals include:

- Piper Jaffray & Co., as the Underwriter;

- Jones Hall, A Professional Law Corporation, as Bond Counsel and Disclosure Counsel;
- Kutak Rock LLP, as Underwriter's Counsel;
- Goodwin Consulting Group, Inc., as Special Tax Consultant;
- NHA Advisors, LLC, as Municipal Advisor; and
- U.S. Bank National Association, as Fiscal Agent for the 2019 Bonds.

EXECUTION

The execution and delivery of the Official Statement by the City has been duly authorized by the City Council, acting as the legislative body of the District.

CITY OF RANCHO CORDOVA

By: _____
Chief Financial Officer

APPENDIX A

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

APPENDIX B

THE APPRAISAL

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

APPENDIX D

SACRAMENTO COUNTY AND CITY OF RANCHO CORDOVA DEMOGRAPHIC INFORMATION

*The following information concerning the City of Rancho Cordova (the "**City**") and the County of Sacramento (the "**County**") is included only for the purpose of supplying general information regarding the area of the City and County. The 2019 Bonds are not a debt of the City, the County, the State of California (the "**State**") or any of its political subdivisions, and neither the City, the County, the State nor any of its political subdivisions is liable therefor.*

General

The City. The City was incorporated on July 1, 2003, is located in the northeastern portion of the County, 10 miles east of downtown Sacramento and 90 miles northeast of San Francisco. Organized as a General Law City under State law, the City operates under the Council-Manager form of government with five members elected to the Council, one of which serves as mayor for a year.

The County. The County was incorporated in 1850 as one of the original 27 counties of the State. The County's largest city, the City of Sacramento serves as the seat of government for both the County and the State. Sacramento became the State Capital in 1854. The County is the major component of the Sacramento Metropolitan Statistical Area ("**SMSA**"), which includes Sacramento, El Dorado, and Placer Counties.

The County encompasses approximately 994 square miles in the northern portion of the Central Valley, which is California's prime agricultural region. The County is bordered by Contra Costa and San Joaquin Counties on the south, Amador and El Dorado Counties on the east, Placer and Sutter Counties on the north, and Yolo and Solano Counties on the west. The County extends from the low delta lands between the Sacramento and San Joaquin rivers north to about ten miles beyond the State Capitol and east to the foothills of the Sierra Nevada Mountains. The southernmost portion of the County has direct access to the San Francisco Bay.

Population

The following table lists population estimates for the City, the County and the State for the last five calendar years, as of January 1, 2019.

CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO AND STATE OF CALIFORNIA
Population Estimates
Calendar Years 2015 through 2019, as of January 1

Calendar Year	City of Rancho Cordova	County of Sacramento	State of California
2015	70,006	1,484,379	38,952,462
2016	71,587	1,498,127	39,214,803
2017	72,294	1,515,015	39,504,609
2018	73,112	1,530,242	39,740,508
2019	74,471	1,546,174	39,927,315

Source: State Department of Finance.

Employment and Industry

The City is included in the Sacramento-Arden-Arcade-Roseville Metropolitan Statistical Area. The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 3.7 percent in August 2019, down from a revised 4.0 percent in July 2019, and below the year-ago estimate of 3.8 percent. This compares with an unadjusted unemployment rate of 4.2 percent for California and 3.8 percent for the nation during the same period. The unemployment rate was 3.6 percent in El Dorado County, 3.3 percent in Placer County, 3.9 percent in Sacramento County, and 3.9 percent in Yolo County.

The table below provides information about employment rates and employment by industry type for the Sacramento MSA (which includes Sacramento, Placer, Yolo and El Dorado Counties) for the calendar years 2015 through 2018.

SACRAMENTO-ARDEN ARCADE-ROSEVILLE MSA
(El Dorado, Placer, Sacramento, Yolo Counties)
Employment by Industry
(March 2018 Benchmark)

	2014	2015	2016	2017	2018
Civilian Labor Force (1)	1,044,700	1,053,800	1,069,300	1,076,500	1,095,800
Employment	970,300	992,100	1,012,900	1,027,600	1,055,100
Unemployment	74,400	61,700	56,400	48,900	40,600
Unemployment Rate	7.1%	5.9%	5.3%	4.5%	3.7%
Wage and Salary Employment (2)					
Agriculture	9,200	9,400	9,700	9,800	9,100
Mining and Logging	400	400	400	400	500
Construction	45,600	50,300	55,000	58,700	63,600
Manufacturing	35,400	36,400	36,200	35,700	36,100
Wholesale Trade	24,100	24,400	25,500	26,500	28,500
Retail Trade	95,300	98,000	100,500	101,400	102,300
Transportation, Warehousing and Utilities	23,600	24,600	26,000	26,700	29,100
Information	13,900	14,100	13,800	12,500	12,300
Finance and Insurance	35,600	37,100	37,300	37,200	37,100
Real Estate and Rental and Leasing	13,400	13,800	14,500	15,200	16,800
Professional and Business Services	118,300	120,300	128,100	130,600	135,700
Educational and Health Services	134,300	140,100	145,600	152,800	159,500
Leisure and Hospitality	91,800	95,400	99,800	103,300	106,300
Other Services	30,300	30,900	31,700	33,000	34,200
Federal Government	13,600	13,700	14,000	14,200	14,100
State Government	113,400	115,300	116,600	118,400	120,500
Local Government	100,800	102,900	104,000	102,600	102,900
Total, All Industries (3)	898,800	927,100	958,700	978,800	1,008,700

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.
(3) Totals may not add due to rounding.
Source: State of California Employment Development Department.

Principal Employers

The following table shows the principal employers in the City, as shown in the City's Comprehensive Annual Financial Report for fiscal year ending June 30, 2018.

CITY OF RANCHO CORDOVA
Principal Employers
As of June 2018

Employer	Number of Employees	Percent of Total Employment
State of California	3,000	5.45%
Delta Dental	1,600	2.91
Sacramento County Office of Edu.	1,300	2.36
Franklin Templeton	1,000	1.82
VSP Global	1,000	1.82
Foundation Health Special Svc	900	1.64
J P Aerospace	709	1.29
Mather Aerospace Modelers Inc.	709	1.29
Dignity Health	600	1.09
Health Net	600	1.09

Source: City of Rancho Cordova, Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2018.

Major Employers

The following table lists the major employers within the County as of September 2019, in alphabetical order.

COUNTY OF SACRAMENTO
Major Employers
As of September 2019

Employer Name	Location	Industry
Aerojet Rocketdyne Inc	Rancho Cordova	Aerospace Industries (mfrs)
AMPAC Fine Chemicals LLC	Rancho Cordova	Electronic Equipment & Supplies-Mfrs
Apple Distribution Ctr	Elk Grove	Distribution Centers (whls)
Ca Department of Insurance	Sacramento	Government Offices-State
California Department-Crrctns	Sacramento	Insurance Agents Brokers & Service
California Prison Ind Auth	Folsom	Government Offices-State
California State Univ Scrmnt	Sacramento	Schools-Universities & Colleges Academic
Corrections Department	Sacramento	State Govt-Correctional Institutions
Dept of Transportation In Ca	Sacramento	Government Offices-State
Disabled American Veterans	Sacramento	Veterans' & Military Organizations
Employment Development Dept	Sacramento	Government Offices-State
Environmental Protection Agcy	Sacramento	State Government-Environmental Programs
Intel Corp	Folsom	Semiconductor Devices (mfrs)
Kaiser Permanente South	Sacramento	Hospitals
L A Care Health Plan	Sacramento	Health Plans
Mercy General Hospital	Sacramento	Hospitals
Mercy San Juan Medical Ctr	Carmichael	Hospitals
Sacramento Bee	Sacramento	Newspapers (publishers/Mfrs)
Sacramento Municipal Utility	Sacramento	Electric Contractors
Sacramento Regional Transit	Sacramento	Bus Lines
Smud	Sacramento	Electric Companies
State Compensation Ins Fund	Sacramento	Insurance
Sutter Medical Ctr-Sacramento	Sacramento	Hospitals
U C Davis Medical Ctr	Sacramento	Hospitals
Water Resource Dept	Sacramento	Government Offices-State

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2019 2nd Edition.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income for the City, the County, the State and the United States for the period 2015 through 2019.

CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, THE STATE OF CALIFORNIA AND THE UNITED STATES
Effective Buying Income
As of January 1, 2015 through 2019

Year	Area	Total Effective Buying Income (000s' Omitted)	Median Household Effective Buying Income
2015	City of Rancho Cordova	$1,439,538	$47,314
	County of Sacramento	33,033,628	47,932
	California	981,231,666	53,589
	United States	7,757,960,399	46,738
2016	City of Rancho Cordova	$1,572,336	$50,181
	County of Sacramento	35,596,193	50,219
	California	1,036,142,723	55,681
	United States	8,132,748,136	48,043
2017	City of Rancho Cordova	1,670,182	52,992
	County of Sacramento	38,238,821	54,343
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2018	City of Rancho Cordova	1,670,182	52,992
	County of Sacramento	38,238,821	54,343
	California	1,113,648,181	59,646
	United States	8,640,770,229	50,735
2019	City of Rancho Cordova	1,747,688	54,335
	County of Sacramento	12,674,860	50,868
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841

Source: The Nielsen Company (US), Inc for years 2015 through 2018; Claritas, LLC for 2019.

Commercial Activity

A summary of historic taxable sales within the City and the County during the past five years in which data is available is shown in the following tables. Total taxable sales during the first quarter of calendar year 2018 in the City were reported to be $359,943,014 a 3.20% increase over the total taxable sales of $348,773,749 reported during the first quarter of calendar year 2017. Annual figures are not yet available for calendar year 2018 or 2019.

CITY OF RANCHO CORDOVA
Taxable Transactions
(Dollars in Thousands)

	Retail and Food Services Stores		Total All Outlets	
	Number of Permits	**Taxable Transactions**	**Number of Permits**	**Taxable Transactions**
2013	1,127	861,610	1,831	1,310,018
2014	1,130	873,802	1,846	1,360,439
2015	1,168	894,063	2,072	1,486,661
2016	1,197	945,115	2,076	1,503,314
2017	1,274	1,000,266	2,169	1,512,491

Source: California State Board of Equalization

Total taxable sales during the first quarter of calendar year 2018 in the County were reported to be $5,761,506,309 a 2.58% increase over the total taxable sales of $5,616,706,909 reported during the first quarter of calendar year 2017. Annual figures are not yet available for calendar year 2018 or 2019.

COUNTY OF SACRAMENTO
Taxable Transactions
(Dollars in Thousands)

	Retail and Food Services Stores		Total All Outlets	
	Number of Permits	**Taxable Transactions**	**Number of Permits**	**Taxable Transactions**
2013	22,629	14,171,006	31,709	20,097,095
2014	23,147	14,649,693	32,143	21,061,901
2015	23,999	15,221,223	36,121	22,043,196
2016	24,383	16,016,856	36,915	23,184,499
2017	24,501	16,729,885	37,317	24,405,149

Source: California State Board of Equalization

Construction Activity

The following tables show a five-year summary of the valuation of building permits issued in the City and the County. Annual figures are not yet available for calendar year 2019.

CITY OF RANCHO CORDOVA
Total Building Permit Valuations
(Dollars in Thousands)

	2014	2015	2016	2017	2018
Permit Valuation					
New Single-family	$50,447.2	$111,287.7	$94,307.0	$62,318.3	$104,525.9
New Multi-family	5,359.9	0.0	0.0	25,608.8	3,069.2
Res. Alterations/Additions	2,123.4	3,893.2	3,858.3	4,198.9	3,798.0
Total Residential	$57,930.5	$115,180.9	$98,165.3	$92,126.0	$111,393.1
New Commercial	$3,671.8	$1,806.0	$9,167.8	$1,740.8	$10,152.0
New Industrial	0.0	0.0	0.0	0.0	11,662.0
New Other	2,064.4	5,952.0	17,122.3	1,769.7	805.7
Com. Alterations/Additions	23,599.4	25,351.5	21,979.6	1,579.5	26,283.6
Total Nonresidential	$293,335.6	$33,109.5	$48,269.7	$5,090.0	$48,903.3
New Dwelling Units					
Single Family	166	402	319	217	217
Multiple Family	56	0	0	199	50
TOTAL	222	406	319	316	267

Source: Construction Industry Research Board, Building Permit Summary.

COUNTY OF SACRAMENTO
Total Building Permit Valuations
(Dollars in Thousands)

	2014	2015	2016	2017	2018
Permit Valuation					
New Single-family	$361,339.4	$547,340.7	$611,073.6	$744,066.3	$1,069,568.4
New Multi-family	30,113.7	108,510.7	651,308.2	242,222.8	158,647.0
Res. Alterations/Additions	179,207.0	241,507.7	255,821.8	214,028.1	276,723.6
Total Residential	$570,660.1	$897,359.1	$1,518,203.6	$1,200,317.2	$1,504,939.0
New Commercial	$186,318.0	$165,016.0	$489,080.1	$298,496.5	$303,806.0
New Industrial	2,178.5	0.00	150.0	3,026.0	14,151.1
New Other	73,961.0	92,108.8	126,750.6	112,607.4	128,325.7
Com. Alterations/Additions	261,776.1	394,305.5	418,862.1	265,764.7	518,663.2
Total Nonresidential	$524,233.6	$651,430.3	$1,034,842.8	$679,894.6	$964,946.0
New Dwelling Units					
Single Family	1,547	2,358	2,676	3,174	3,589
Multiple Family	226	815	609	1,761	1,272
TOTAL	1,773	3,173	3,285	4,935	4,861

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670

OPINION: $_____ City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Series 2019

Members of the City Council:

We have acted as bond counsel to the City of Rancho Cordova (the "City") in connection with the delivery by the City of the above-referenced bonds (the "Bonds"), issued pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being California Government Code Section 53311, *et seq.* (the "Act"), and pursuant to a Fiscal Agent Agreement, dated December 1, 2019, by and between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent Agreement"). We have examined the Act, an executed copy of the Fiscal Agent Agreement and such certified proceedings and other papers as we deem necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the City contained in the Fiscal Agent Agreement and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based upon our examination we are of the opinion, under existing law, that:

1. The City is duly organized and existing under the laws of the State of California, with power to enter into the Fiscal Agent Agreement, to perform the agreements on its part contained therein, and to issue the Bonds.

2. The Bonds have been duly authorized, executed and delivered by the City and are legal, valid and binding obligations of the City.

3. The Fiscal Agent Agreement has been duly approved by the City and constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms.

4. Pursuant to the Act, the Fiscal Agent Agreement establishes a valid lien on and pledge of the Special Tax Revenues (as defined in the Fiscal Agent Agreement) and the other sources pledged for the security of the Bonds.

5. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with each of such requirements. Failure to comply with certain of such requirements may cause the inclusion of such interest in gross income for federal income tax purposes to be retroactive to the date of delivery of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Fiscal Agent Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in accordance with principles of equity or otherwise in appropriate cases.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur. Our engagement with respect to this matter has terminated as of the date hereof.

Respectfully submitted,

A Professional Law Corporation

APPENDIX F

FORM OF CONTINUING DISCLOSURE UNDERTAKINGS

CONTINUING DISCLOSURE CERTIFICATE
(City)

$_____
CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

THIS CONTINUING DISCLOSURE CERTIFICATE (the "Disclosure Certificate") is executed and delivered by the City of Rancho Cordova, a public body, corporate and politic, organized and existing under and by virtue of the laws of the State of California (the "City"), in connection with the issuance of the bonds captioned above (the "Bonds"). The Bonds are being issued pursuant to a Fiscal Agent Agreement, dated as of December 1, 2019 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). The City hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is nine months after the end of the City's fiscal year (currently April 1 based on the City's fiscal year end of June 30).

"*Dissemination Agent*" means Goodwin Consulting Group, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"EMMA System" means the Electronic Municipal Market Access system of the MSRB or such other electronic system designated by the MSRB or the Securities and Exchange Commission for compliance with the Rule.

"*Listed Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement executed by the City in connection with the issuance of the Bonds.

"*Participating Underwriter*" means Piper Jaffray & Co., as the initial underwriter of the Bonds.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing April 1, 2020, with the report for the 2018-19 fiscal year, provide to the MSRB through the EMMA System an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the City hereunder.

(b) If the City does not provide, or cause the Dissemination Agent to provide, an Annual Report by the Annual Report Date as required in subsection (a) above, the Dissemination Agent shall provide in a timely manner to the MSRB through the EMMA System, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(2) if the Dissemination Agent is other than the City, file a report with the City and the Participating Underwriter certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following documents and information:

(a) Audited Financial Statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. This submission should be made with the following caveat:

THE CITY'S ANNUAL FINANCIAL STATEMENT IS PROVIDED SOLELY TO COMPLY WITH THE SECURITIES EXCHANGE COMMISSION STAFF'S INTERPRETATION OF RULE 15c2-12. NO FUNDS OR ASSETS OF THE CITY (OTHER THAN THE PROCEEDS OF THE SPECIAL TAXES LEVIED FOR THE DISTRICT AND SECURING THE BONDS) ARE REQUIRED TO BE USED TO PAY DEBT SERVICE ON THE BONDS AND THE CITY IS NOT OBLIGATED TO ADVANCE AVAILABLE FUNDS FROM THE CITY TREASURY TO COVER ANY DELINQUENCIES. INVESTORS SHOULD NOT RELY ON THE FINANCIAL CONDITION OF THE CITY IN EVALUATING WHETHER TO BUY, HOLD OR SELL THE BONDS.

(b) The following additional items, indicating information as of the previous September 30th, with respect to the Bonds:

(1) Principal amount of Bonds outstanding under the Fiscal Agent Agreement.

(2) Balance in Reserve Fund.

(3) Table indicating Special Tax levy, amount collected, delinquent amount and percent delinquent for the most recent year, and whether the Special Tax levy is covered by the Teeter Plan.

(4) Status of foreclosure proceedings and summary of results of foreclosure sales, if any.

(5) Identity of any delinquent taxpayer representing more than 5% of levy and value-to-lien ratios of applicable properties (using assessed values unless more accurate information is available without charge to the City).

(6) Aggregate assessed value for all parcels in the District.

(7) Until the fiscal year in which the Special Tax levied on the developed property in the District is greater than or equal to the annual debt service on the Bonds, the number of building permits issued by the City for single family residential homes in such fiscal year.

(c) For so long as there is any owner of property in the District whose properties in the District collectively represent 10% or more of the Special Taxes, the following information regarding the status of development in the District:

(1) Significant amendments to land use entitlements.

(2) Status of any legislative, administrative and judicial challenges to the construction of the development known to the Issuer.

(3) Assessed valuation of property shown on County Assessor's tax rolls with no "improvements" value in the District for the current (as of the date of the report) fiscal year.

(4) List of landowners (as shown County Assessor's tax roll) and assessor's parcel number(s) of parcels held by owners whose properties collectively represent 10% or more of the Special Taxes for the current (as of the date of the report) fiscal year.

(5) Number of building permits issued by the City for property in the District for the reported fiscal year.

(d) In addition to any of the information expressly required to be provided under paragraphs (a), (b) and (c) of this Section, the Issuer shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet web site or filed with the Securities and Exchange Commission. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Bonds:

(1) Principal and interest payment delinquencies.
(2) Non-payment related defaults, if material.
(3) Unscheduled draws on debt service reserves reflecting financial difficulties.
(4) Unscheduled draws on credit enhancements reflecting financial difficulties.
(5) Substitution of credit or liquidity providers, or their failure to perform.
(6) Rating Changes.
(7) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
(8) Modifications to rights of security holders, if material.
(9) Bond calls, if material, and tender offers.
(10) Defeasances.
(11) Release, substitution, or sale of property securing repayment of the securities, if material.(12) Bankruptcy, insolvency, receivership or similar event of the City.
(13) The consummation of a merger, consolidation, or acquisition involving the City, or the sale of all or substantially all of the assets of the City (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional Fiscal Agent or the change of name of the Fiscal Agent, if material.

(15) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material (for a definition of "financial obligation," see clause (e)).

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties (for a definition of "financial obligation," see clause (e)).

(b) Whenever the City obtains knowledge of the occurrence of a Listed Event, the City shall, or shall cause the Dissemination Agent (if not the City) to, file a notice of such occurrence with the MSRB through the EMMA System, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds under the Indenture.

(c) The City acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14) and (a)(15) of this Section 5 contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The City shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the City obtains knowledge of the occurrence of any of these Listed Events, the City will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the City will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be Goodwin Consulting Group, Inc.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (1) is approved by holders of the Bonds in the manner provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of holders, or (2) does not, in the opinion of the Fiscal Agent or nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the City to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that

which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Identifying Information for Filings with EMMA. All documents provided to EMMA under this Disclosure Certificate will be accompanied by identifying information as prescribed by the MSRB.

Section 12. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 13. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Fiscal Agent, the Bond owners or any other party. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 14. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Fiscal Agent, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

ATTACHMENT 4

Section 15. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date: _____, 2019

CITY OF RANCHO CORDOVA for and on behalf of CITY OF RANCHO CORDOVA GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1

By: _____
Authorized Officer

AGREED AND ACCEPTED:
GOODWIN CONSULTING GROUP,
as Dissemination Agent

By: _____
Name: _____
Title: _____

ATTACHMENT 4

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Rancho Cordova

Name of Bond Issue: $_____ City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
Special Tax Bonds Series 2019

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated _____, 2019 executed by the City and countersigned by Goodwin Consulting Group, as dissemination agent. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

DISSEMINATION AGENT:

_____

CONTINUING DISCLOSURE CERTIFICATE
(Developer)

Relating to:

$_____
CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

THIS CONTINUING DISCLOSURE CERTIFICATE (DEVELOPER) (the "Disclosure Certificate") dated as of December __, 2019, is executed and delivered by Lennar Homes of California, Inc., a California corporation (the "Developer") in connection with the issuance by the City of Rancho Cordova (the "City"), of its $_____ City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 Special Tax Bonds Series 2019 (the "Bonds"). The Bonds are being executed and delivered pursuant to a Fiscal Agent Agreement, dated as of Decemger 1, 2019 (the "Fiscal Agent Agreement"), by and between the City and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). The Developer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Developer for the benefit of the holders and beneficial owners of the Bonds.

Section 2. Definitions. In addition to the definitions set forth above and in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Disclosure Certificate, the following capitalized terms shall have the following meanings:

"Affiliate" of another Person means (a) a Person directly or indirectly owning, controlling, or holding with power to vote, 5% or more of the outstanding voting securities of such other Person, (b) any Person, 5% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person, and (c) any Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes hereof, control means the power to exercise a controlling influence over the management or policies of a Person, unless such power is solely the result of an official position with such Person.

"Assumption Agreement" means an undertaking of a Major Owner, or an Affiliate thereof, for the benefit of the holders and beneficial owners of the Bonds containing terms substantially similar to this Disclosure Certificate (as modified for such Major Owner's development and financing plans with respect to the District), whereby such Major Owner or Affiliate agrees to provide Periodic Reports and notices of significant events, setting forth the information described in sections 4 and 5 hereof, respectively, with respect to the portion of the property in the District owned by such Major Owner and its Affiliates and, at the option of the Developer or such Major Owner, agrees to indemnify the Dissemination Agent (if any) pursuant to a provision substantially in the form of Section 11 hereof.

"Dissemination Agent" means the entity acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Developer and

which has filed with the Developer, the City, and the Fiscal Agent a written acceptance of such designation, and which is experienced in providing dissemination agent services such as those required under this Disclosure Certificate.

"District" means the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1.

"EMMA" shall mean the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at http://emma.msrb.org/.

"Listed Events" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"Major Owner" means, as of any Report Date, an owner of land in the District that is responsible in the aggregate for 20% or more of the Special Taxes in the District anticipated to be levied at any time during the then-current fiscal year.

"Official Statement" means the final official statement executed by the City in connection with the issuance of the Bonds.

"Participating Underwriter" means Piper Jaffray & Co., the original underwriter of the Bonds.

"Periodic Report" means any Periodic Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Property" means the property in the District that is owned by the Developer or any Affiliate of the Developer.

"Report Date" means April 1 of any fiscal year. If, in any year, the Report Date falls on a Saturday, Sunday, or a holiday, such Report Date shall be extended to the next following day that is not a Saturday, Sunday, or holiday.

"Special Taxes" means the special taxes of the District levied on taxable property within the District.

Section 3. Provision of Periodic Reports.

(a) The Developer shall, or, upon written direction of the Developer the Dissemination Agent shall, not later than the Report Date, commencing April 1, 2020, file or cause to be filed with EMMA a Periodic Report which is consistent with the requirements of Section 4 of this Disclosure Certificate with a copy to the Participating Underwriter and the City. Not later than 15 calendar days prior to the Report Date, the Developer shall provide the Periodic Report to the Dissemination Agent (if different from the Developer). The Developer shall provide a written certification with (or included as a part of) each Periodic Report furnished to the Dissemination Agent (if different from the Developer), the Participating Underwriter and the City to the effect that such Periodic Report constitutes the Periodic Report required to be furnished by it under this

Disclosure Certificate. The Dissemination Agent, the Participating Underwriter and the City may conclusively rely upon such certification of the Developer and shall have no duty or obligation to review the Periodic Report. The Periodic Report may be submitted as a single document or as separate documents comprising a package and may incorporate by reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Dissemination Agent does not receive a Periodic Report by 15 calendar days prior to the Report Date, the Dissemination Agent shall send a reminder notice to the Developer that the Periodic Report has not been provided as required under Section 3(a) above. The reminder notice shall instruct the Developer to determine whether its obligations under this Disclosure Certificate have terminated (pursuant to Section 6 below) and, if so, to provide the Dissemination Agent with a notice of such termination in the same manner as for a Listed Event (pursuant to Section 5 below). If the Developer does not provide, or cause the Dissemination Agent to provide, a Periodic Report to EMMA by the Report Date as required in subsection (a) above, the Dissemination Agent shall send a notice to EMMA in substantially the form attached hereto as Exhibit A, with a copy to City and the Participating Underwriter.

(c) With respect to the Periodic Report, the Dissemination Agent shall, to the extent the Periodic Report has been furnished to it, file the Periodic Report with EMMA and file a report with the Developer (if the Dissemination Agent is other than the Developer), the City and the Participating Underwriter certifying that the Periodic Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided to and filed with EMMA.

Section 4. Content of Periodic Reports. The Developer's Periodic Report shall contain or incorporate by reference the information set forth in Exhibit B relating to the Developer, any or all of which may be included by specific reference to other documents, including official statements of debt issues of the Developer or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Developer shall clearly identify each such other document so included by reference.

In addition to any of the information expressly required to be provided in Exhibit B, the Developer's Periodic Report shall include such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Section 5. Reporting of Significant Events.

(a) The Developer shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to itself or the Property, if material:

(i) bankruptcy or insolvency proceedings commenced by or against the Developer and, if known, any bankruptcy or insolvency proceedings commenced by or against any Affiliate of the Developer that is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes on its Property or to sell or develop the Property;

(ii) failure to pay any taxes, special taxes (including the Special Taxes) or assessments due with respect to the Property on or prior to the delinquency date;

(iii) filing of a lawsuit of which the Developer is aware against the Developer or an Affiliate seeking damages, which is reasonably likely to have a significant impact on the Developer's ability to pay Special Taxes on its Property or to sell or develop the Property;

(iv) material damage to or destruction of any of the improvements on the Property; and

(v) any payment default or other material default by the Developer on any loan with respect to the construction of improvements on the Property.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable Federal securities law.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the Developer shall, or shall cause the Dissemination Agent to, promptly file a notice of such occurrence with EMMA, with a copy to the the City and the Participating Underwriter.

Section 6. Duration of Reporting Obligation.

(a) All the Developer's obligations hereunder shall commence on the date hereof and terminate (except as provided in Section 11) on the earliest to occur of the following:

(i) upon the legal defeasance, prior redemption or payment in full of all the Bonds, or

(ii) at such time as Property owned by the Developer is no longer responsible for payment of 20% or more of the Special Taxes levied in the District, or

(iii) the date on which the Developer prepays in full all of the Special Taxes attributable to the Property.

The Developer shall give notice of the termination of its obligations under this Disclosure Certificate in the same manner as for a Listed Event under Section 5.

(b) If a portion of the Property owned by the Developer, or any Affiliate of the Developer, is conveyed to a Person that, upon such conveyance, will be a Major Owner, the obligations of the Developer hereunder with respect to the property in the District owned by such Major Owner and its Affiliates may be assumed by such Major Owner or by an Affiliate thereof, and if so assumed the Developer's obligations hereunder with respect to such portion of the Property will be terminated. In order to effect such an assumption, such Major Owner or Affiliate shall enter into an Assumption Agreement. If not so assumed, the Developer shall report the information, as applicable to the transferee, required herein so long as the transferee is a Major Owner.

Section 7. Dissemination Agent. The Developer may, from time to time, appoint or engage a Dissemination Agent to assist the Developer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Developer. The Dissemination Agent may resign by providing thirty days' written notice to the City, the Participating Underwriter and the Developer.

Section 8. No Amendment. The Developer may not amend this Disclosure Certificate.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Developer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Periodic Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Developer chooses to include any information in any Periodic Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Developer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Periodic Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Certificate, the Participating Underwriter and any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole and exclusive remedy under this Disclosure Certificate in the event of any failure of the Developer to comply with this Disclosure Certificate shall be an action to compel performance. Neither the Developer nor the Dissemination Agent shall have any liability to any holder or beneficial owner of the Bonds or any other party for monetary damages or financial liability of any kind whatsoever arising from or relating to this Disclosure Certificate.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Developer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents (each, an "Indemnified Party"), harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the reasonable costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding loss, liabilities, costs and expenses due to an Indemnified Party's negligence or willful misconduct or failure to perform its duties hereunder. The Dissemination Agent shall be paid compensation for its services provided hereunder in accordance with its schedule of fees as amended from time to time, which schedule, as amended, shall be reasonably acceptable, and all reasonable expenses, reasonable legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the City, the Developer, the Fiscal Agent, the Bond owners, or any other party. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to be among any of the parties to this Disclosure Certificate may be given by regular, overnight or electronic mail as follows:

To the Developer
Lennar Homes of California, Inc.
1420 Rocky Ridge Drive, Suite #320
Roseville, CA 95661
Email: Jack.Sevey@Lennar.com

To the City:	City of Rancho Cordova Attn: CFD Administrator 2729 Prospect Park Drive Rancho Cordova, CA 95670
To the Participating Underwriter:	Piper Jaffray & Co. [Add Address] [Add Email]

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Developer (its successors and assigns), the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity. All obligations of the Developer hereunder shall be assumed by any legal successor to the obligations of the Developer as a result of a sale, merger, consolidation or other reorganization.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Developer has executed this Disclosure Certificate as of the date first above written.

LENNAR HOMES OF CALIFORNIA, INC.,
A California corporation

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE PERIODIC REPORT

Name of Issuer: City of Rancho Cordova

Name of Bond Issue: $_____ City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
Special Tax Bonds Series 2019

Date of Issuance: _____, 2019

NOTICE IS HEREBY GIVEN that _____ (the "Major Owner") has not provided a Periodic Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate (Developer) dated as of the date of issuance of such Bonds. The Developer anticipates that the Periodic Report will be filed by _____.

Dated: _____

_____,
Dissemination Agent

By: _____

Its: _____

cc: Developer

EXHIBIT B

PERIODIC REPORT

Relating to:

$_____
CITY OF RANCHO CORDOVA
GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1
SPECIAL TAX BONDS
SERIES 2019

This Periodic Report is hereby submitted under Section 4 of the Continuing Disclosure Certificate (Developer) (the "Disclosure Certificate") dated _____, 2019 executed by Lennar Homes of California, Inc., a California corporation (the "Developer") in connection with the issuance of special tax bonds by the City of Rancho Cordova (the "City") with respect to the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 (the "District").

Capitalized terms used in this Periodic Report but not otherwise defined have the meanings given to them in the Disclosure Certificate.

I. Property Ownership and Development

The information in this section is provided as of _____ (this date must be not more than 60 days before the date of this Periodic Report).

A. Property currently owned by the Developer or its Affiliates (if any) in the District (the "Property"):

Development name: _____

Number of lots (acreage if not subdivided): _____

B. Status of land development or construction activities:

_____

_____

C. Number of building permits pulled during the reporting period and the aggregate number of building permits for the Property developed by the Developer or an Affiliate (if any), and any significant amendments to land use or development entitlements:

_____

_____

D. Aggregate property sold, optioned or leased by the Developer or an Affiliate (if any) to end users or merchant builders:

ATTACHMENT 4

	Since the Date of Issuance of the Bonds		Since the Last Periodic Report	
Acres*	____		Acres*	____
Lots	____		Lots	____

* For bulk land sales only (excluding sales of finished lots or completed buildings).

E. Any updates to ownership of the Property by the Developer or an Affiliate (if any), as stated in the Official Statement, and any other changes in ownership, whether acquisition of land in the District by the Developer or an Affiliate (if any), or sales of land in the District to other property owners, distinguishing between (i) end users (e.g., single family homeowners), (ii) developers and (iii) merchant builders.

_____

_____

II. Legal and Financial Status of Developer

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any change in the legal structure of the Developer or the financial condition and financing plan of the Developer that would materially and adversely interfere with its ability to complete its development plan described in the Official Statement.

_____

_____

III. Change in Development or Financing Plans

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any development plans or financing plans relating to the Property *that are materially different from* the proposed development and financing plan described in the Official Statement.

_____

_____

IV. Official Statement Updates

Unless such information has previously been included or incorporated by reference in a Periodic Report, describe any other significant changes in the information relating to the Developer or the Property contained in the Official Statement under the heading "THE DISTRICT – Development in the District" that would materially and adversely interfere with the Developer's ability to develop and sell the Property as described in the Official Statement.

_____

_____

V. Other Material Information

In addition to any of the information expressly required above, provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

_____

_____

Certification

The undersigned Developer hereby certifies that this Periodic Report constitutes the Periodic Report required to be furnished by the Developer under the Disclosure Certificate.

ANY STATEMENTS REGARDING THE DEVELOPER, THE DEVELOPMENT OF THE PROPERTY, THE DEVELOPER'S FINANCING PLAN OR FINANCIAL CONDITION, OR THE BONDS, OTHER THAN STATEMENTS MADE BY THE DEVELOPER IN AN OFFICIAL RELEASE, OR FILED WITH THE MUNICIPAL SECURITIES RULEMAKING BOARD, ARE NOT AUTHORIZED BY THE DEVELOPER. THE DEVELOPER IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR FAIRNESS OF ANY SUCH UNAUTHORIZED STATEMENTS.

THE DEVELOPER HAS NO OBLIGATION TO UPDATE THIS PERIODIC REPORT OTHER THAN AS EXPRESSLY PROVIDED IN THE DISCLOSURE CERTIFICATE.

Dated:_____

LENNAR HOMES OF CALIFORNIA, INC.,
A California corporation

By: _____

Name: _____

Title: _____

APPENDIX G

DTC AND THE BOOK-ENTRY ONLY SYSTEM

*The following description of the Depository Trust Company ("**DTC**"), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

*Neither the issuer of the Bonds (the "**Issuer**") nor the trustee, fiscal agent or paying agent appointed with respect to the Bonds (the "**Agent**") take any responsibility for the information contained in this Appendix.*

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from Issuer or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. A Beneficial Owner will give notice to elect to have its Securities purchased or tendered, through its Participant, to the Agent, and will effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to the Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to the Agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

12. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

**JOINT COMMUNITY FACILITIES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND
CORDOVA RECREATION AND PARK DISTRICT**

GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1

This Joint Community Facilities Agreement (the "Agreement") is entered into this ___ day of _____, 2019 by and between the City of Rancho Cordova (the "City"), a municipal corporation of the State of California, and Cordova Recreation and Park District ("CRPD"), a recreation and park district and a political subdivision of the State of California formed pursuant to Public Resources Code section 5780 et seq.

R E C I T A L S

WHEREAS, the City commenced and completed, proceedings for the establishment of "City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 ("CFD 2018-1") pursuant to the provisions of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982," (the "Act"), relating to and including the proposed development within the City commonly known as "Grantline 208" (the "Property") owned by Lennar Homes of California, Inc. (the "Property Owner") within the City, for the purpose of paying costs for certain public facilities and fees which are necessary to the development of the Property, and the City is authorized to issue bonds for CFD 2018-1;

WHEREAS, Development within the geographic area of the CFD, as shown on the recorded boundary map of CFD 2018-1 on file with the Clerk of the City, requires the payment of impact fees to CRPD (the "Park District Fees") to finance public facilities and improvements, including park and recreation facilities;

WHEREAS, the City and the Property Owner desire to finance Park District Fees through CFD 2018-1 pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Government Code Sections 53311, et seg., hereinafter the "Act");

WHEREAS, CFD 2018-1 was duly formed by the City and will incur bonded indebtedness, which bonded indebtedness will be secured by special taxes to be levied on non-exempt property located within the boundaries of CFD 2018-1 in an amount sufficient to pay, among other costs, for the costs of Park District Fees. The need for the Park District Fees is attributable in whole or in part by the new development of the land within CFD 2018-1 and the Park District Fees will provide benefit to the future residents within CFD 2018-1;

WHEREAS, Section 53316.2 of the Act provides that a public entity may use a community facilities district ("CFD") to finance facilities owned by an entity other than the agency that forms the CFD, pursuant to a joint community facilities agreement or joint exercise of powers agreement;

WHEREAS, Section 53316.2 of the Act authorizes the legislative bodies of two or more local agencies to enter into a joint community facilities agreement prior to the issuance of bonds

if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to residents of that entity;

WHEREAS, this Agreement is entered into pursuant to the requirements of Section 53316.2 of the Act and the City Council of the City of Rancho Cordova ("Council") and the Board of Directors of the CRPD ("Board") have, prior to the execution of this Agreement, duly considered the contents of this Agreement and have each determined, by resolution, that the execution of this Agreement would be beneficial to the residents of the City and the residents within the service area of the CRPD;

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

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.

2. Sale of Bonds and Use of Proceeds. The City shall use its best efforts to proceed with the sale and issuance of the Bonds, at such time and in such amounts as the City, in its sole discretion and in consultation with the Property Owner may determine are necessary and appropriate to finance Park District Fees in addition to other public improvements authorized for CFD 2018-1. The City, on behalf of CFD 2018-1, shall pay disbursements out of the Bond proceeds and/or special taxes of CFD 2018-1 to the Property Owner or the City to pay for the Park District Fees as provided herein. The City anticipates that proceeds from the sale of Bonds shall be available for the Park District Fees substantially as anticipated herein, however, such proceeds may be expended by CFD 2018-1 in such amounts for the Park District Fees and public improvements to be owned by the City as the City may determine, in its sole discretion, to be appropriate. The City shall maintain records relating to the disbursements of proceeds of the sale of the Bonds.

   The CRPD acknowledges that amount and timing of payments to the Property Owner for the Park District Fees shall be in all respects subject to the sole discretion and approval of the City, acting on behalf of the CFD 2018-1 and in accordance with the Act. In no event will an act or a failure or omission to act, by the City with respect to the disbursement or non-disbursement of the CFD 2018-1 Bond proceeds, or by the City with respect to the provision of any other funding for the Park Facilities subject the CFD 2018-1 or the City to pecuniary liability hereunder.

3. Reimbursement to Property Owner. Notwithstanding anything in this Agreement to the contrary, the Property Owner shall pay each Park District Fee to CRPD at the time it is due, which Park District Fee shall be held by the CRPD until Bond proceeds are available. Once Bond proceeds are available, the City agrees to reimburse to the Developer for Park District Fees previously paid, as and to the extent that Bonds proceeds have become available, and utilize the Bond proceeds for the payment of the applicable Park District Fees. Property Owner shall not be entitled to reimbursement of Park District Fees from any other sources except the net proceeds of the Bonds.

4. Distribution Of Bond Proceeds.

(a) Pursuant to the Bond resolution, fiscal agent agreement or indenture providing for the issuance of the Bonds, City shall establish a separate account (the "Improvement Fund") with the Bond trustee or fiscal agent designated in such agreement, into which the proceeds of the Bonds to be used for the Park District Fees and other public improvements authorized to be funded by proceeds from the sale of Bonds, shall be deposited.

(b) CRPD agrees to provide assistance to the City in determining compliance by the Property Owner with the requirements of CRPD to pay the Park District Fees and the eligibility for reimbursement by the City from Bond proceeds of the Park District Fees, authorized to be reimbursed to the Property Owner from CFD 2018-1.

(c) The City and CRPD shall take all action which, in the opinion of City's bond counsel, are necessary in order to avoid classification of the Bonds as "arbitrage bonds" or the loss of tax exemption for the Bonds for any other reason. In connection therewith, CRPD acknowledges that tax-exemption requirements include an expectation that that reimbursed impact fees are expected to be timely spent, generally within three years of the date of issuance of the Bonds.

5. Levy of Special Tax and Payment of Debt Service. CRPD obligations hereunder shall be limited to the obligations assumed by it with respect to the acceptance of the Park District Fees. CRPD shall have no obligation or responsibility whatsoever with respect to the issuance and sale of the Bonds, for the payment of principal and interest thereon, or for the levy of the special taxes required to provide debt service. City shall have the sole responsibility in such matters.

6. No Separate Entity. The parties do not intend to form a separate joint exercise of powers authority by this Agreement; instead, the parties intend that the City Council act on behalf of the City on all matters for which the City is responsible under the Act and this Agreement, and that the CRPD Board act on behalf of the CRPD in all matters for which it is responsible under this Agreement. Whenever approval of City and CRPD is required under the Act or this Agreement, the parties contemplate that such action be submitted to the City Council or the CRPD Board for approval by resolution, or to the officer to whom approval authority has been delegated, prior to the parties taking such action.

7. Termination. This Agreement shall terminate upon the earliest occurrence of the following events: (a) the dissolution of CFD 2018-1 pursuant to section 53338.5 of the Act; or (b) the written agreement of City and CRPD to terminate this Agreement. Notwithstanding the foregoing, this Agreement shall remain in full force and effect for as long as any Bonds are outstanding.

8. Notice. Any notice, payment or instrument required or permitted by this Agreement to any party shall be deemed to have been received when personally delivered to any party or seventy-two (72) hours following deposit of the same in any United States Post Office, first class, postage prepaid, addressed as follows:

CITY: City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Michelle Mingay, Sr. Finance Analyst

CRPD: Cordova Recreation and Park District
2729 Prospect Park Drive, Suite 230,
Rancho Cordova, CA 95670
Attn: Patrick Larkin, General Manager

12. Captions. Captions to sections of this Agreement are for convenience purposes only, and are not part of this Agreement.

13. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

14. Successors and assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

15. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters contained herein and may be amended only by subsequent written agreement signed by both parties.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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

CORDOVA RECREATION AND PARK DISTRICT

By _____
Chair of the Board of Directors

_____
Secretary to the Board of Directors

Approved as to form:

_____
Counsel for CRPD

CITY OF RANCHO CORDOVA

By _____
Robert J. McGarvey, Mayor

Attest:

_____
Stacy Leitner, CMC, City Clerk

Approved as to form:

_____
David Fama, Special Counsel

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

FROM: Joseph Cuffe, Building Official

SUBJECT: **ORDINANCES REPEALING AND REPLACING VARIOUS CHAPTERS OF TITLE 16 "BUILDINGS AND CONSTRUCTION", BY ADOPTING BY REFERENCE STATE BUILDING CODES AND MAKING LOCAL AMENDMENTS TO PORTIONS THEREOF, AND ADOPTING OTHER RELATED CODES**

RECOMMENDATION

Adopt the Resolution and waive first reading and introduce Ordinance Nos. 12-2019 through 24-2019, and set public hearing for further consideration of the proposed Ordinances for November 18, 2019 at 5:30 p.m.

RESULT OF RECOMMENDED ACTION

The recommended actions will result in the City's building codes being updated to current industry best practices and to coincide with new codes mandated by the state of California.

BACKGROUND

Every three years, the California Building Standards Commission, along with other state agencies, reviews and amends the parts of Title 24 of the California Code of Regulations, a.k.a. the California Building Standards Code (the "CBSC"). The 2019 CBSC has an effective date of January 1, 2020 and includes the following:

1. 2019 California Administrative Code
2. 2019 California Building Code, Volumes 1 & 2
3. 2019 California Residential Code
4. 2019 California Electrical Code
5. 2019 California Mechanical Code
6. 2019 California Plumbing Code
7. 2019 California Energy Code
8. 2019 California Historical Building Code
9. 2019 California Fire Code
10. 2019 California Existing Building Code
11. 2019 California Green Building Code
12. 2019 California Referenced Standards

Although it is not a part of the CBSC, staff also recommends that the Council amend Chapter 16.36, "Swimming Pools," to adopt the 2018 edition of the International Swimming Pool and Spa Code. Staff also recommends that the Council adopt the following amended Chapter 16.40

"Moving Buildings", which has been revised to clarify position titles, responsibilities, insurance requirements and appeals.

These codes are applicable and enforceable at the local level. The City of Rancho Cordova may amend the CBSC as necessary to account for local climatic, geological or topographical conditions, or to clarify code requirements locally where state application is absent or unclear, but the City may not lessen the standards found in the adopted building codes.

AMENDMENT DRAFTING PROCESS

The overall philosophy of the adoption has been to keep the mandatory code requirements to the minimum specified by model code organizations. These code organizations promulgate codes based on many years of development and tens of thousands of hours from professionals of many jurisdictions. Every aim was taken to avoid the addition of unnecessary restrictions.

Even though the goal was to minimize the changes to state codes, several amendments have been made. Some are a result of coordination with local requirements by SMUD and/or the Sacramento Metropolitan Fire District. All modifications to building standards are connected to climatic, geographic and/or topographical findings as required by state regulation. Most of these are continuations of existing practices and amendments to previous code adoptions. See Attachment 1 for a brief description of each locally proposed amendment to a building standard.

FINDINGS AND FILING REQUIREMENTS

State law requires that all local amendments to building standards in the California Building Standards Code be filed with the California Building Standards Commission. When filed, the amendments must be accompanied by local findings identifying the local climatic, geological or topographical conditions necessitating the changes. A Resolution of Findings is attached in the form of a Resolution (Attachment 2). The filing will be made after the Council's adoption of the attached ordinances and the Resolution of Findings.

2019 CALIFORNIA BUILDING CODE ADOPTION AND SIGNIFICANT CHANGES

Many of the amendments to the 2019 California Building Codes were statutory provisions resulting in very few significant changes to building designs and permitting requirements. The codes are adopted by local jurisdictions by adopting Ordinances that incorporate the codes by reference and allow local amendments thereto. Ordinances Nos. 13-2019, 15-2019, 17-2019, 19-2019, and 24-2019 (Attachments 4,6,8,10, and 15) amend chapters to the Rancho Cordova Municipal Code.

PUBLIC HEARING

State law authorizes local jurisdictions to adopt codes by reference (Cal. Gov't Code sections 50022.2 et seq.). Government Code section 50022.3 requires that a public hearing on the proposed code adoptions be set *after* the first reading of the ordinances. If the first reading of the ordinances occurs tonight, a public hearing on this item will be scheduled for the November 18, 2019, City Council meeting.

REQUESTED MOTION

That the City Council adopt the Resolution determining a need for local modifications to the California Building Standards Codes; introduce and waive the first reading Ordinance Nos. 12-2019 through 24-2019 which repeals and replaces Rancho Cordova Municipal Code Sections 16.02, 16.04, 16.05, 16.06, 16.10, 16.24, 16.26, 16.28, 16.32, 16.36, 16.38, 16.40 and 17.04, and set a public hearing for consideration of the proposed Ordinances at November 18, 2019, at 5:30 p.m.

ATTACHMENTS

1. Summary of 2019 Building Code Updates
2. Resolution
3. Ordinance 12-2019 Repealing and Replacing Chapter 16.02, “Uniform Administrative Code”
4. Ordinance 13-2019 Repealing and Replacing Chapter 16.04, “Building Code”
5. Ordinance 14-2019 Repealing and Replacing Chapter 16.05, “Historical Building Code”
6. Ordinance 15-2019 Repealing and Replacing Chapter 16.06, “Residential Building Code”
7. Ordinance 16-2019 Repealing and Replacing Chapter 16.10, “Existing Building Code”
8. Ordinance 17-2019 Repealing and Replacing Chapter 16.24, “Plumbing Code”
9. Ordinance 18-2019 Repealing and Replacing Chapter 16.26, “Energy Code”
10. Ordinance 19-2019 Repealing and Replacing Chapter 16.28, “Electrical Code”
11. Ordinance 20-2019 Repealing and Replacing Chapter 16.32, “Mechanical Code”
12. Ordinance 21-2019 Repealing and Replacing Chapter 16.36, “Swimming Pools and Spas”
13. Ordinance 22-2019 Repealing and Replacing Chapter 16.38, “Green Building Code”
14. Ordinance 23-2019 Repealing and Replacing Chapter 16.40, “Moving Buildings”
15. Ordinance 24-2019 Repealing and Replacing Chapter 17.04, “Fire Code”

ATTACHMENT 1

SUMMARY OF 2019 BUILDING CODE UPDATES

Administrative Code (Attachment 3):

Unlike the following codes, this is not a technical code. This code replaces the model administrative code provided in the California Codes. This code writes the rules and regulations for processing permits, collecting fees and gives rights and responsibilities to the Building Official to perform its duties. This code is not subject to the California Building Standards Commission selection.	

Building Code (Attachment 4):

The 2019 California Building Code is adopted by reference.	
• This is an amendment which requires 4 inches of crushed rock beneath residential slab-on-grade construction. The model code allows sand or gravel under a slab, which does not provide adequate protection from moisture to come up through the slab. This region has high water tables and expansive soils and has areas which have experienced moisture and mold problems before the introduction of this amendment in past years.	1907.1

Historical Building Code (Attachment 5):

The 2019 California Historical Building Code is adopted by reference.	
• No local amendments	

Residential Building Code (Attachment 6):

The 2019 California Residential Building Code is adopted by reference.	
• This is an amendment which requires 4 inches of crushed rock beneath residential slab-on-grade construction and allows in addition to a polyethylene vapor retarder, other approved equivalent methods or materials to be used to retard vapor transmission through the floor slab. This region has high water tables and expansive soils and has areas which have experienced moisture and mold problems before the introduction of this amendment in past years.	R506.2.3

Existing Building Code (Attachment 7):

The 2019 California Existing Building Code is adopted by reference.	
• No local amendments	

Plumbing Code (Attachment 8):

The 2019 California Plumbing Code is adopted by reference.	
• Administrative regulations for private sewage disposal systems. This administratively allows Sacramento County Environmental Management to maintain regulatory authority over septic systems.	103.9
• Requirement for cathodic protection of buried metallic pipe. This area has certain locations which are highly corrosive to ferrous pipes. Experience has demonstrated premature failures in the ferrous pipe.	312.4
• This amendment administratively defines when the public sewer is available and limits the use of septic systems to coordinate with improvement standards and the Sacramento County Environmental Management Department design standards.	713.4
• This amendment administratively defines the rainfall design data for use in our geographic location.	D1.0

Energy Code (Attachment 9):

The 2019 California Energy Code is adopted by reference.	
• No local amendments	

Electrical Code (Attachment 10):

The 2019 California Electrical Code is adopted by reference.	
• This amendment requires that common areas in buildings (site lighting, parking lot lighting, lobbies, etc.) be controlled from a house meter and not billed to a tenant.	210-25(A)
• This amendment prohibits electrical equipment and conduit from being installed on any fence, excepting that conduit and equipment shall be permitted on metallic and masonry fences when installing with a continuous support system.	225.22(A)
• This amendment requires a minimum clearance and supporting for raceways installed on roofs.	225.22(B)
• This amendment provides an additional level of safety for unprotected overhead service entrances.	230-28(A) and (B)
• This amendment limits the length of unprotected service entrance conductors. This is a safety issue for firefighters and those involved in building remodeling and construction.	230-70(D)
• This amendment requires a single main disconnect means. This allows firefighters to shut off the power to a building quickly and easily.	230-71
• This amendment increases the depth of cover for underground service to match SMUD requirements.	300-5(L).
• This amendment administratively requires permitting and labeling of electrical signs. Electric signs are not appropriately covered by model code and are often installed with a lesser degree of electrical expertise. The labeling and permit requirements help maintain a more appropriate	600-1(A) and (B)

level of expertise and enforcement.	
• This requirement is an agreement with SMUD to allow for easy future installation of electric vehicle charging stations in new homes.	625.1(A)

Mechanical Code (Attachment 11):

The 2019 California Mechanical Code is adopted by reference.	
• No local amendments	

Swimming Pool Code (Attachment 12):

The 2019 California Building Code, Chapter 31, Section 3109 and 2018 International Swimming Pool and Spa Code is adopted by reference. This code is not subject to California Building Standards Commission selection.	
• Section 102.7.1 changes references in the code from "International" to "California" codes	ISPSC 102.7.1
• These sections are not adopted, and the administration of this code will be within CBC and RCMC 16.02	ISPSC 103 to 109
• References within the ISPSC to "International" codes will be assumed to mean "California" codes, as the State of California does not adopt the ISPSC	ISPSC various
• This Chapter is amended to remove any references to public pools, which are governed under CBC Chapter 31B exclusively	ISPSC Chapter 3
• These Chapters are not adopted, as they deal with public pools, and public pools are governed under CBC Chapter 31B exclusively	ISPSC Chapters 4 to 6
• Section 115921(c) Definition of "enclosure" is amended to include a clarification of "permanent", and state that accesses shall be also denied from neighboring properties. • Section 115922(a) The use of an enclosure, as defined in the section above, is a requirement, and two more safety devices from the list of seven are also required.	CBC 3109.2

Green Building Code (Attachment 13):

The 2019 California Green Building Code is adopted by reference.	
• No local amendments	

Moving Buildings (Attachment 14):

RCMC Chapter 16.40., Moving Buildings is amended and adopted.	
• Clarification of position titles, responsibilities, insurance requirements, and appeals processes	16.40

Fire Code (Attachment 15)

ATTACHMENT 1

The 2019 California Fire Code is adopted by reference.	
See RCMC Title 17, Section 17.04 for amendments.	

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DETERMINING THE NEED FOR LOCAL MODIFICATIONS TO THE CALIFORNIA BUILDING STANDARDS CODE

RECITALS

WHEREAS, Title 24 of the California Code of Regulations, also known as the California Building Standards Code ("CBSC"), contains construction standards applicable to local jurisdictions throughout the state including the City of Rancho Cordova ("City"); and

WHEREAS, when reasonably necessary due to local climatic, geological, or topographical conditions, Health and Safety Code Sections 17958.5 and 18941.5 permit the City to establish more restrictive building standards than those outlined in the CBSC; and

WHEREAS, before making changes to the CBSC under Health and Safety Code Section 17958.5, Health and Safety Code Section 17958.7 requires the City to make express findings that such changes are reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City is adopting local amendments to chapters within the California Building Code, California Plumbing Code, California Electrical Code, California Fire Code, and the California Residential Code; and

WHEREAS, these local amendments have been evaluated and recognized by the City as tools for addressing problems with building construction in the City of Rancho Cordova, which are aimed at establishing and maintaining an environment that will afford the City a high level of fire and life safety to all those who work, live and play within the City's boundaries; and

WHEREAS, once adopted, the City is required to file its local amendments and findings with the California Building Standards Commission.

DECISION

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rancho Cordova hereby declares and finds the following:

A. The City, according to the authority granted it under California Health and Safety Code Sections 17958.5 and 18941.5, has determined that there is a need to establish building standards that are more restrictive than those adopted by the state of California and found in Title 24 and Title 25 of the California Code of Regulations. These new building standards have been determined by the City of Rancho Cordova to address the problems, concerns and future direction by which the City can establish and maintain an environment which will afford an appropriate level of fire and life safety to all who live, work and play within its boundary.

B. The City has determined that it is necessary to amend state building standards found in the California Building Standards Code: the California Building Code, the California Plumbing

Code, the California Electrical Code, the California Fire Code, and the California Residential Code. The City's amendments to these codes are outlined in Rancho Cordova Ordinances 12-2019 through 24-2019.

C. Under the provisions of Sections 17958.5 and 18941.5 of the Health and Safety Code, the amendment of state-building standards at the local level must be reasonably necessary due to local climatic, topographical and/or geological conditions and the City must make express findings in this regard. The Council has determined that the following findings of fact address and present the local climatic, topographical, and/or geological conditions, which either singularly or in combination, has caused the aforementioned amendments to be adopted:

1. CLIMATIC

a. The Rancho Cordova area has extreme variations in weather patterns: summers are arid and hot, winters are cool to freezing, fall and spring can bring any combination of weather pattern together. As a result, the climate in the Rancho Cordova area can have a great influence on fire behavior and other major emergency events in the City.

b. The City of Rancho Cordova has a mix of urban and rural areas and is undergoing a tremendous amount of developmental and population growth. The population growth has impacted service levels causing a fiscal strain on emergency services and the result is increased response times. Also, the intensive use of land in urban areas means bigger buildings, which can also create complex problems for fire safety.

c. The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow more than six feet high before it dries out. Ten square feet of this type of fuel is equivalent to the energy content of one gallon of gasoline. The building of homes within the weed-covered rural areas and the existence of combustible weeds on vacant urban lots coupled with windy conditions creates a recipe for disaster.

d. Average yearly rainfall for the City is approximately 17.87 inches. This rainfall normally occurs from October to April. Low-level fog ("tule fog") is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents including December 11, 1997, Interstate 5 incident in Elk Grove which involved 36 vehicles and caused 31 casualties including 5 fatalities. The fog can also contribute to freezing and slick roadways.

e. During the summer months, there is generally no measurable precipitation. Temperatures for this dry period range from 70 to 112 degrees Fahrenheit and are frequently accompanied by light to gusty Delta winds. The relative humidity during the summer months ranges from 2 to 30 mmHG, which is arid. The City contains several areas of grasslands, which, in conjunction with the dry and windy conditions create a hazardous situation, which has led to extensive grass and brush fires in recent years. Development is extending from the urban core into the grass-covered areas. Wind-driven fires could and have led to serious consequences in similar areas of the state.

f. In the past, several consecutive years of drought conditions have occurred, thus reducing the available water supply. Groundwater, as well as surface supplies, have been affected. The drought conditions have led to lower water tables, reduced fire flow testing, water contamination, water conservation efforts, and increased demands on water systems due to extreme population growth. These impacts have negatively impacted water use and availability for the fire service. The degradation of water systems reduces the quality of fixed fire protection as well as fire suppression activities. As an example, in 1998, the City of Sacramento lowered its static water pressure from 50 psi. to 30 psi. This change will make many fire protection systems ineffective and corrective measures such as adding pressure increasing booster pumps will be necessary at great cost to the community.

g. The City of Rancho Cordova is in an area with localized pockets of high water tables. Additionally, the semi-arid climate in Rancho Cordova receives 16.4 inches mean rainfall in the 9 months from October to April with an average of 40 days of fog. The combination of effects leaves hot, dry summers, and cool, damp winters. Either or both of these factors can cause prolonged soil saturation, which can cause an increased risk of moisture intrusion into homes.

2. TOPOGRAPHICAL

a. The City is bisected by numerous topographical features including a river, creeks, aqueducts, lakes, sloughs, natural parkways, open space, bridges/overpasses, freeways, railroad tracks; including light rail, drainage canals, and sprawling industrial facilities, such as Aerojet Rocketdyne and Mather Business Park. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays emergency response. These features are located between many of the fire stations located within the City of Rancho Cordova. As a result of the OSHA "two in-two out" rule, which requires two firefighters ready to make fire attack only when two others are present, no delays must affect the timely response of the firefighters.

b. Heavy traffic congestion on the City's major streets already acts as a barrier to timely response for fire and emergency vehicles. As a result of increased development, some roadways in the City are expected to have significantly increased traffic flow rates in the future. In the event of an accident, other emergency sections of the City could be isolated, or response time could be sufficiently slowed to increase the risk of injury or damage.

c. Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space, and endangered species habitat have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access.

d. Large areas of rural grasslands and rolling hills significantly increase response times to residential development in the City. Available infrastructure features, such as water supplies, do not provide sufficient fire flow in these areas. The rural geographical areas not yet provided with adequate fire protection are subject to a higher degree of risk without mitigating measures.

e. The City of Rancho Cordova is located within the Sacramento Valley. Summer weather conditions often create an inversion layer of high pressure which traps air pollution in the valley and combines with the hot weather to create unhealthful effects of rising ozone levels. Automobile use is a major source of air pollution.

f. The City of Rancho Cordova contains several communities for which fire protection efforts are provided through "mutual aid" agreements allowing for each community to support each other. Although this system has its benefits, it can reduce fire station coverage during first and multiple response incidents. For example, a first alarm assignment draws two fire engines, one ladder truck and a water tender in a rural area emptying three fire stations. A home as little as 1,500 sq. ft. can draw a second alarm assignment in some instances. This could take out of service as much as six fire stations. This situation would cause a "move-up" of other fire stations to cover the empty stations. Thus, up to 15 fire stations could ultimately be affected for a second alarm assignment/dispatch. If exacerbated by simultaneous calls/events, long term commitments to emergencies, station brownouts, out of service emergency vehicles, etc., extended response times will occur.

3. **GEOLOGICAL**

a. The Rancho Cordova Area is subject to ground tremors from seismic events as the City is in Seismic Category D. Water inundation has occurred in the portion that lay in river Delta areas. Intricate levee systems hold back a portion of the floodwater, however, development has moved into areas that have the potential for flooding.

b. The City of Rancho Cordova is in an area with localized pockets of clay and expansive soils. These soil conditions are a source of concern for footing and foundation design. Additionally, expansive soils can hold large amounts of moisture for extended periods. Either of these factors or a combination of both has been found to create an increased risk of moisture intrusion under slabs in certain, common construction methods.

c. Rancho Cordova and its surrounding region contain many pockets of “hot” or corrosive soils. Galvanic corrosion is self-generating and occurs on the surface of a metal exposed to an electrolyte (such as moist, salt-laden soil). The action is similar to that which occurs in a wet, or dry, cell battery. Differences in electrical potential between locations on the surface of the metal (pipe) in contact with such soil may occur for a variety of reasons, including the joining of different metals (iron and copper or brass for example). This can be due to the characteristics of the soil in contact with the pipe surface, e.g., pH, soluble salt, oxygen and moisture content, soil resistivity, temperature and presence of certain bacteria. Any one or a combination of these factors may cause a small amount of electrical current to flow through the soil between areas on the pipe or metal surface. Where this current discharges into the soil from such an area, metal is removed from the pipe surface and corrosion occurs. Premature failure of the buried metallic pipe due to galvanic action has been experienced in the Rancho Cordova area for decades.

d. The City of Rancho Cordova is situated in Seismic Category D as defined by the International Code Council. This area contains a higher risk of seismic activity than most areas in the country. Catastrophic earthquakes account for 60% of worldwide

casualties associated with natural disasters. Economic damage from earthquakes is increasing, even in technologically advanced countries, as shown by the 1989 Loma Prieta, CA, ($6 billion), 1994 Northridge, CA, ($25 billion), and 1995 Kobe, Japan, (> $100 billion) earthquakes. Additionally, a high degree of hazard to occupants has been found to occur from unsupported fixtures, appliances, and appurtenances in ceilings. These fixtures, though small in size, have been found to create a significant hazard to occupants in the event of seismic activity.

D. Based upon the local climatic, topographical and geological conditions identified in Section C, the specific amendments identified in Rancho Cordova Ordinances 12-2019, 15-2019, 17-2019, 19-2019, and 24-2019 are found to be reasonable and necessary modifications to the requirements established pursuant to Sections 17958.5 and 18941.5. While it is clearly understood that the adoption of such amendments may not prevent the incidence failures, the implementation of these various amendments to the code attempt to reduce the severity and potential loss of life, property, and protection of the environment.

E. California Health and Safety Code Section 17958.7 requires that building standards modifications or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table identifies the sections of the California Building, Residential, Plumbing, Electrical, Fire Codes, that have been amended by the City and the corresponding local climatic, geological and topographical conditions, as identified in Section C, that have necessitated the modification of the state's building standards.

California Building Code Section:	***Local Condition***
1907.1	1g,3b
California Residential Code Section:	
R506.2.3	1g,3b
California Plumbing Code Section:	
312.4	3b,3c
Table 312	3b,3c
California Electrical Code Section:	
210.25(A)1	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
225.22 (A) and (B)	1a, 1c, 1d, 1e, 2f, 3a, 3d
230.28(A)and (B)	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
230.70(D)	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
230.71	1a,1b,1c,1d,1e,1f,2a,2b,2c,2d,2f,3a
625.1(A)	2e,3e
California Fire Code Section:	
Findings for amendments to the 2019 California Fire Code, to be codified in Title 17, Chapter 17.04 of the RCMC, are set forth in Ordinance No. 24-2019 .	

BE IT FURTHER RESOLVED that a copy of this Resolution and Rancho Cordova Ordinances 12-2019, 15-2019, 17-2019, 19-2019, and 24-2019, shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7, and that a copy of this Resolution and Rancho Cordova Ordinances 12-2019 through 24-2019 shall also be filed with the California State Fire Marshal's Office and the Department of Housing and Community Development.

ATTACHMENT 2

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 3

CITY OF RANCHO CORDOVA

ORDINANCE NO. 12-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.02, "UNIFORM ADMINISTRATIVE CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO ADMINISTRATIVE PORTIONS OF THE 2019 CALIFORNIA BUILDING CODE BASED ON THE 2018 INTERNATIONAL BUILDING CODE, THE 2019 CALIFORNIA HISTORICAL BUILDING CODE, THE 2019 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2018 INTERNATIONAL RESIDENTIAL CODE, THE 2019 CALIFORNIA EXISTING BUILDING CODE, THE 2019 CALIFORNIA PLUMBING CODE BASED ON THE 2018 UNIFORM PLUMBING CODE, AND THE 2019 CALIFORNIA MECHANICAL CODE BASED ON THE 2018 UNIFORM MECHANICAL CODE

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

Section 1. Title 16, Chapter 16.02, "Uniform Administrative Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.02
ADMINISTRATIVE CODE

Sections:

16.02.010 Title.
16.02.020 Purpose.
16.02.030 Adoption of the Administrative Codes.
16.02.040 Scope.
16.02.050 Amendments to the 2019 California Building Code.
16.02.060 Amendments to the 2019 California Residential Code.
16.02.070 Amendments to the 2019 California Existing Building Code.
16.02.080 Amendments to the 2019 California Plumbing Code.
16.02.090 Amendments to the 2019 California Mechanical Code.
16.02.100 Administration of the Technical Codes.

16.02.010 Title.

This chapter shall be known and cited as the Rancho Cordova Administrative Code.

16.02.020 Purpose.

The purpose of the Rancho Cordova Administrative Code is to provide for the uniform administration and enforcement of the technical codes adopted by this jurisdiction.

The purpose of the Rancho Cordova Administrative Code and the technical codes is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of the Rancho Cordova Administrative Code.

16.02.030 Adoption of the Administrative Codes.

A. 2019 California Building Code. Except as otherwise amended by RCMC section 16.02.060, sections 102 through 116 of the 2019 Edition of the California Building Code, Part 2, Title 24 of the

California Code of Regulations, including appendices C (Group U-Agricultural Buildings), I (Patio Covers), O (Emergency Housing), are hereby adopted and incorporated by reference herein.

B. 2019 California Historical Building Code. Chapter 8-1 of the 2019 Edition of the California Historical Building Code, Part 8, Title 24 of the California Code of Regulations, is adopted as is, with no modifications or amendments.

C. 2019 California Residential Code. Except as otherwise amended by this chapter, sections R102 through R114 of the 2019 Edition of the California Residential Code, Part 2.5, Title 24 of the California Code of Regulations, including appendices H (Patio Covers), J (Existing Buildings and Structures), Q (Tiny Houses), R (Light Straw-Clay Construction), S (Strawbale Construction), are hereby adopted and incorporated by reference.

D. 2019 California Existing Building Code. Sections 115 through 117 of the 2019 California Existing Building Code are hereby adopted and incorporated by reference.

E. 2019 California Plumbing Code. Except as otherwise amended by this chapter, sections 101 through 106 of the 2019 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations, are hereby adopted and incorporated by reference herein.

F. 2019 California Mechanical Code. Except as otherwise amended by this chapter, sections 101 through 106 (excluding sections 104.2, 107, and Table 104.5) of the 2019 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations, are hereby adopted and incorporated by reference herein.

16.02.040 Scope.

The provisions of the Rancho Cordova Administrative Code shall serve as the administrative, organizational, and enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of buildings and structures; including, but not limited to, docks, harbors, wharves, marinas, boathouses, signs, and building service equipment within this jurisdiction.

16.02.050 Amendments to the 2019 California Building Code.

A. Section [A] 105.2, “Work exempt from permit” is amended to read as follows:

[A] 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building Permits. A building permit shall not be required for:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12 inch overhang or eave, and structures with four open sides do not exceed 120 square feet in roof area. All structures must meet set-back and height requirements as determined by the City Planning Department.

2. Fences not over 7 feet high.

3. Oil derricks.

4. Retaining walls that:

    a. Are not over 4 feet in height, measured from the bottom of the footing to the top of the wall
    b. Are constructed of reinforced concrete or reinforced masonry and do not retain more than 36 inches of earth.

    c. Are constructed of pre-cast block retaining wall systems installed per the manufacturer's installation instructions and do not retain more than 36 inches of earth.

    d. Are constructed of decay resistant or treated wood and do not retain more than 24 inches of earth.

    e. Do not impound class I, II or IIIA liquids.

    f. Do not support surcharge loads.

5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.

6. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below, and not part of an accessible route.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

10. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

Electrical Permits. An Electrical permit shall not be required for:

1. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

2. Repair or replacement of current-carrying parts of any switch, conductor, or control device.

3. Reinstallation of attachment receptacles but not the outlets therefore.

4. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.

5. Temporary wiring for experimental purposes in suitable experimental laboratories.

6. The wiring for temporary theater, motion picture, or television stage sets.

7. The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

8. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

9. Low-energy power, control, and signal circuits of Classes I and II as defined in the Rancho Cordova Electrical Code.

10. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment.

Sign permits. A sign permit shall not be required for the following:

1. The changing of the advertising copy or message on a painted or printed sign only. Except for theater marquees and similar signs specifically designed for the use of replaceable copy, electrical signs shall not be included in this exemption. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.

2. Painting, repainting, or cleaning of an advertising structure or the changing of the advertising copy or message thereon shall not be considered an erection or alteration that requires a sign permit unless a structural change is made. Exemption from a building permit may not extend to exemption from requirements of the Rancho Cordova Zoning Code.

3. Temporary signs (Building permit exemptions for temporary signs may not extend to exemption from requirements of the Rancho Cordova Zoning Code):

    a. Real estate signs allowed per the Zoning Code of Rancho Cordova.

    b. Temporary construction signs, signs identifying architects, landscape architects, engineers, contractors, or builders provided the signs are located on the construction site and the signs do not exceed 4 square feet in area.

    c. Political, religious, and civic campaign signs.

    d. Promotional signs.

    e. Signs identified by the Rancho Cordova Zoning Code as being exempt from the provisions of the Rancho Cordova Zoning Code.

B. Section [A] 105.3. “Time limitation of application,” is amended to read as follows:

[A] 105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned if work hasn’t commenced within 180 days, calculated after the date of filing, unless such application has been pursued in good faith or a permit has been issued. The Building Official may extend the time for action for a period not exceeding 90 days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

Any application not issued prior to the effective date of any new law, statute, provision, ordinance, or any revision or update to the same, that directly or indirectly applies to code regulation and enforcement, will be deemed void, and a new application shall be made, and new fees shall be calculated and collected at the rates currently in effect at the time of the new application.

C. Section [A] 105.4.1 "Certificate of Construction," is added to read as follows:

[A] 105.4.1 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

D. Section [A] 105.4.2, "Certificate of Release," is added to read as follows:

[A] 105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Multi-family dwellings.

2. Most commercial projects. The following commercial projects **do not** require Certificate of Release from the fire protection district (list is not all inclusive; contact the Building & Safety Division to verify):

    a. Miscellaneous mechanical, plumbing, and electrical permits
    b. Re-roofing or roof repairs
    c. Public Pools
    d. Signs (pole, wall and monument)
    e. Partial Permits (with no work effecting structural components or fire suppression)
    f. Demolition permits
    g. Incidental repairs not effecting fire suppression.

E. Section [A] 105.5, "Permit Expiration," is amended to read as follows:

[A] 105.5 Permit Expiration. Every permit issued by the Building Official under the provisions of the Technical Codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 365 days of permit issuance, and/or completed within the prescribed time frame, as determined in Table 105. Permits where no inspection activity has occurred for a period of 180 days, and the permit has been determined to be abandoned, may be expired administratively if no attempt is made by the permittee to retain the permits open status.

Before work can be recommenced, the expired permit shall be renewed. The minimum fee for renewal will be calculated as one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate positions. The maximum renewal fee will not exceed the full permit fee cost, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded 180 days, as prescribed by California Health & Safety Code 18938.6.

Permits deemed to have been expired, suspended or abandoned shall be subject to all permit related fee increases, and new fees and code requirements currently in effect at the time of permit renewal as applicable, subject to the discretion of the Building Official.

All permits will become null and void ("closed") 180 days after the prescribed expiration date as described in Table 105.

The Building Official may extend the time for action by the permittee upon written request showing that circumstances beyond the control of the permittee have prevented action from being taken. Extensions may granted in no more than 180 days increments.

TABLE 105

Permit Description (and Type)	Application Time Limit	Permit Time Limit from issuance
New Commercial Building	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Commercial Alteration, Tenant Improvement, Remodel	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Commercial Accessory Structure	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Commercial Incidental Permits (re-roof, Interior Demolition, etc.)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Commercial Exterior Demolition – Full Structure	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Commercial Exterior Sign Permit	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Commercial Pool, Spa, Hot Tub	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection

F. Section [A] 105.7, "Placement of Permit," is amended to read as follows:

[A] 105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the Building Official.

G. Section [A] 109.2, "Schedule of permit fees," is amended to read as follows:

[A] 109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section 107, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 107.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

H. Section [A] 109.6, “Refunds,” is amended to read as follows:

[A] 109.6 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.
Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

I. Section [A] 109.7, “Reinspections,” is added to read as follows:

[A] 109.7 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.

2. When the job address is not clearly posted and visible from the street or the front of the building.

3. When there is a lack of access to the work to be inspected.

4. When the building permit is not posted on the job site.

5. When the approved plans are not readily available to the inspector.

6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.

7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

J. Section [A] 111.1, "Change of occupancy," is amended to read as follows:

[A] 111.1 Change of occupancy. No building or structure shall be used or occupied, and change of occupancy of a building or structure or portion thereof shall be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or other ordinances of the City of Rancho Cordova.

Exceptions:

1. Certificates of Occupancy are not required for R-3 One or Two-Family Dwellings or Townhome occupancies.

2. Certificates of occupancy are not required for work exempt from permits under Section R105.2.

3. Accessory buildings or structures (Residential Only).

K. Section [A] 111.2, "Certificate issued." is amended to read as follows:

[A] 111.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that enforced by the Building & Safety Division, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. *Name of the business, if applicable*
6. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
7. The name of the building official
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations or conditions of the building permit.

L. Section [A] 112.1 “Connection of service utilities” is amended to read as follows:

[A] 112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

M. Section [A] 112.2 “Temporary connections” is amended to read as follows:

[A] 112.2 Temporary connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel, or power for the purpose of testing building service equipment or for use under a Temporary Certificate of Occupancy.

N. Section [A] 112.3 “Authority to disconnect service utilities” is amended to read as follows:

[A] 112.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

O. Section [A] 112.4 “Authority to condemn building service equipment” is added to read as follows:

[A] 112.4 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

P. Section [A] 114.3.1, “Connection after order to disconnect,” is added to read as follows:

[A] 114.3.1 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

Q. Section [A] 114.4, “Violation Fee,” is amended to read as follows:

[A] 114.4 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

16.02.060 Amendments to the 2019 California Residential Code.

A. Section R105.2, "Work exempt from permit" is amended to read as follows:

R105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building Permits. A building permit shall not be required for:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12 inch overhang or eave, and structures with four open sides do not exceed 120 square feet in roof area. All structures must meet set-back and height requirements as determined by the City Planning Department.

2. Fences not over 7 feet high.

3. Retaining walls that:

    a. Are not over 4 feet in height, measured from the bottom of the footing to the top of the wall

    b. Are constructed of reinforced concrete or reinforced masonry and do not retain more than 36 inches of earth.

    c. Are constructed of pre-cast block retaining wall systems installed per the manufacturer's installation instructions and do not retain more than 36 inches of earth.

    d. Are constructed of decay resistant or treated wood and do not retain more than 24 inches of earth.

    e. Do not impound class I, II or IIIA liquids.

    f. Do not support surcharge loads.

4. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.

5. Sidewalks, and driveways.

6. Decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling, and do not serve the exit door required by Section R311.4.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground. Decking not conforming to number "8" of this section, and electrical pumps are not exempt.

9. Swings and other playground equipment accessory to detached one and two-family dwellings.

10. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3 and U occupancies.

Electrical Permits. An Electrical permit shall not be required for:

1. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

2. Listed cord-and-plug connected temporary decorative lighting.

3. Reinstallation of attachment receptacles but not the outlets therefore.

4. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.

5. Low-energy power, control, and signal circuits of Classes I and II

6. A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment.

B. Section R105.2.2.1, “Limits on repair for R-3 and U occupancies”, is added to read as follows:

R105.2.2.1 Limits on repair for R-3 and U occupancies. When the scope of work for R-3 and U Occupancies involves the removal or replacement of 50 percent or greater of the linear length of the walls of the building (exterior plus interior) within a one-year period, the project shall be considered new construction; and the entire building shall comply with all current codes.

C. Section R105.3.2, “Time limitation of application,” is amended to read as follows:

R105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned if work hasn’t commenced within 180 days, calculated after the date of filing, unless such application has been pursued in good faith or a permit has been issued. The Building Official may extend the time for action for a period not exceeding 90 days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

Any application not issued prior to the effective date of any new law, statute, provision, ordinance, or any revision or update to the same, that directly or indirectly applies to code regulation and enforcement, will be deemed void, and a new application shall be made, and new fees shall be calculated and collected at the rates currently in effect at the time of the new application.

D. Section R105.4.1, “Certificate of Construction,” is added to read as follows:

R105.4.1 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova’s jurisdiction but where inspection is to be conducted by the City on a contract.

E. Section R105.4.2, “Certificate of Release,” is added to read as follows:

R105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Any new dwelling when there is no public water supply source with a distribution system conforming to City standards.

2. Any new dwelling, covered porch/patio, and attached garage 3,600 square feet or greater.

3. Any new dwelling with a private access road.

4. Where the furthest point of the habitable structure is more than 150 feet from the public road.

F. Section R105.5, “Permit Expiration,” is amended to read as follows:

R105.5 Permit Expiration. Every permit issued by the Building Official under the provisions of the Technical Codes shall expire by limitation and become null and void if the building or work authorized

by such permit is not commenced within 365 days of permit issuance, and/or completed within the prescribed time frame, as determined in Table 105. Permits where no inspection activity has occurred for a period of 180 days, and the permit has been determined to be abandoned, may be expired administratively if no attempt is made by the permittee to retain the permits open status.

Before work can be recommenced, the expired permit shall be renewed. The minimum fee for renewal will be calculated as one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate positions. The maximum renewal fee will not exceed the full permit fee cost, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded 180 days, as prescribed by California Health & Safety Code 18938.6.

Permits deemed to have been expired, suspended or abandoned shall be subject to all permit related fee increases, and new fees and code requirements currently in effect at the time of permit renewal as applicable, subject to the discretion of the Building Official.

All permits will become null and void ("closed") 180 days after the prescribed expiration date as described in Table 105.

The Building Official may extend the time for action by the permittee upon written request showing that circumstances beyond the control of the permittee have prevented action from being taken. Extensions may granted in no more than 180 days increments.

TABLE R105

Permit Description (and Type)	Application Time Limit	Permit Time Limit from issuance
New Residential Custom Homes (R-BLDG)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
New Residential Production Homes (P-BLDG)	180 days from plan approval, model permits must be issued;	365 days to commence work; 365 days to pass Final Inspection; Model Homes do not expire as long as they are being used as models.
Residential Alteration, Remodel (R-BLDG)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Residential Accessory Structures	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Residential Incidental Permits (re-roof, Interior Demolition, etc.)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Residential Exterior Demolition – Full Structure	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection

Residential Pool, Spa or Hot Tub	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Master Plan Review – REVIEW ONLY	365 days after completion of plan review; extension of 180 days with written request	

G. Section R105.7, "Placement of Permit," is amended to read as follows:

R105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder has posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the Building Official.

H. Section R106.3.4, "Deferred submittals," is added to read as follows:

R106.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

I. Section R108.2, "Schedule of permit fees," is amended to read as follows:

R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required by Section R106, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section R106.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

J. Section R108.3, "Building permit valuations," is amended to read as follows:

R108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as structures, electrical, gas, mechanical, plumbing

equipment, and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

K. Section R108.5, "Refunds," is amended to read as follows:

R108.5 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.
Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

L. Section R108.7, "Re-inspection fee," is added to read as follows:

R108.7 Re-inspection fee. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.

2. When the job address is not clearly posted and visible from the street or the front of the building.

3. When there is a lack of access to the work to be inspected.

4. When the building permit is not posted on the job site.

5. When the approved plans are not readily available to the inspector.

6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.

7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

M. Section R110.1, “Use and occupancy,” is amended to read as follows:

R110.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of this code or other ordinances of the City of Rancho Cordova.

Exceptions:

1. Certificates of Occupancy are not required for R-3 One or Two-Family Dwellings or Townhome occupancies.

2. Certificates of occupancy are not required for work exempt from permits under Section R105.2.

3. Accessory buildings or structures.

N. Section R111.1 "Connection of service utilities" is amended to read as follows:

R111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

O. Section R111.2 "Temporary connections" is amended to read as follows:

R111.2 Temporary connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel, or power for the purpose of testing building service equipment or for use under a Temporary Certificate of Occupancy.

P. Section R111.3 "Authority to disconnect service utilities" is amended to read as follows:

R111.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, or in case of emergency where necessary to eliminate an immediate hazard to life or property.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or building service equipment of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

Q. Section R111.4 "Authority to condemn building service equipment" is added to read as follows:

R111.4 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is

appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

R. Section R113.3.1, "Connection after order to disconnect," is added to read as follows:

R113.3.1 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

S. Section R113.4, "Violation Fee," is amended to read as follows:

R113.4 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC 16.18.205(F).

16.02.070 Amendments to the 2019 California Existing Building Code.

ATTACHMENT 3

A. Section [A] 105.3.2, “Time limitation of application” is amended to read as follows:

[A] 105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned if work hasn’t commenced within 180 days, calculated after the date of filing, unless such application has been pursued in good faith or a permit has been issued. The Building Official may extend the time for action for a period not exceeding 90 days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

Any application not issued prior to the effective date of any new law, statute, provision, ordinance, or any revision or update to the same, that directly or indirectly applies to code regulation and enforcement, will be deemed void, and a new application shall be made, and new fees shall be calculated and collected at the rates currently in effect at the time of the new application.

B. Section [A] 105.5, “Permit Expiration” is amended to read as follows:

[A] 105.5 Permit Expiration. Every permit issued by the Building Official under the provisions of the Technical Codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 365 days of permit issuance, and/or completed within the prescribed time frame, as determined in Table E105. Permits where no inspection activity has occurred for a period of 180 days, and the permit has been determined to be abandoned, may be expired administratively if no attempt is made by the permittee to retain the permits open status.

Before work can be recommenced, the expired permit shall be renewed. The minimum fee for renewal will be calculated as one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate positions. The maximum renewal fee will not exceed the full permit fee cost, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded 180 days, as prescribed by California Health & Safety Code 18938.6.

Permits deemed to have been expired, suspended or abandoned shall be subject to all permit related fee increases, and new fees and code requirements currently in effect at the time of permit renewal as applicable, subject to the discretion of the Building Official.

All permits will become null and void (“closed”) 180 days after the prescribed expiration date as described in Table E105.

The Building Official may extend the time for action by the permittee upon written request showing that circumstances beyond the control of the permittee have prevented action from being taken. Extensions may granted in no more than 180 days increments.

ATTACHMENT 3

TABLE E105

Permit Description (and Type)	Application Time Limit	Permit Time Limit from issuance
New Commercial Building	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Commercial Alteration, Tenant Improvement, Remodel	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Commercial Accessory Structure	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Commercial Pool, Spa, Hot Tub	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Residential Custom Homes (R-BLDG)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Residential Alteration, Remodel (R-BLDG)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Residential Accessory Structures	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Residential Pool, Spa or Hot Tub	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection

C. Section [A] 108.7," Reinspection Fees" is added to read as follows:

[A] 108.7 Reinspection Fees. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.

2. When the job address is not clearly posted and visible from the street or the front of the building.

3. When there is a lack of access to the work to be inspected.

4. When the building permit is not posted on the job site.

5. When the approved plans are not readily available to the inspector.

6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.

7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

D. Section [A] 109.5, “Inspection Requests” is amended to read as follows:

[A] 109.5 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

E. Section [A] 110.2, “Certificate issued” is amended to read as follows:

[A] 110.2 Certificate issued. After the building official inspects the building or structure and does not find violations of the provisions of this code or other laws that enforced by the Building & Safety Division, the building official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner’s authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. *Name of the business, if applicable*
6. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
7. The name of the building official
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations or conditions of the building permit.

F. Section [A] 111.1 "Connection of service utilities" is amended to read as follows:

[A] 111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

G. Section [A] 111.3 "Authority to disconnect service utilities" is amended to read as follows:

[A] 111.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

H. Section [A] 111.3.1 "Authority to condemn building service equipment" is added to read as follows:

[A] 111.3.1 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

I. Section [A] 111.3.2, “Connection after order to disconnect,” is added to read as follows:

[A] 111.3.2 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

16.02.080 Amendments to the 2019 California Plumbing Code.

A. Section 104.2, "Exempt Work" is amended to read as follows:

104.2 Exempt Work. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. A permit shall not be required for the following:

Plumbing Permits. A plumbing permit shall not be required for the following:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

Gas Service Permits. A permit for gas service shall not be required for:

1. Portable heating, cooking or clothes drying appliances (Residential Only).

2. Portable heating appliance (Non-Residential).

3. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

4. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid (Residential Only).

B. Section 104.3.2, "Plan Review Fees" is amended to read:

104.3.2 Plan Review Fees. Plan Review fees shall be calculated and collected per resolution of the City Council of the City of Rancho Cordova.

C. Section 104.3.3, "Time Limitation of Application" is amended to read as follows:

104.3.3 Time Limitation of Application. An application for a permit for any proposed work shall be deemed to have been abandoned if work hasn't commenced within 180 days, calculated after the date of filing, unless such application has been pursued in good faith or a permit has been issued. The Building Official may extend the time for action for a period not exceeding 90 days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

Any application not issued prior to the effective date of any new law, statute, provision, ordinance, or any revision or update to the same, that directly or indirectly applies to code regulation and enforcement, will be deemed void, and a new application shall be made, and new fees shall be calculated and collected at the rates currently in effect at the time of the new application.

D. Section 104.3.4, "Deferred submittals" is added to read as follows:

104.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general

conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

E. Section 104.4.3, "Permit Expiration" is amended to read as follows:

104.4.3 Permit Expiration. Every permit issued by the Building Official under the provisions of the Technical Codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 365 days of permit issuance, and/or completed within the prescribed time frame, as determined in Table P105. Permits where no inspection activity has occurred for a period of 180 days, and the permit has been determined to be abandoned, may be expired administratively if no attempt is made by the permittee to retain the permits open status.

Before work can be recommenced, the expired permit shall be renewed. The minimum fee for renewal will be calculated as one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate positions. The maximum renewal fee will not exceed the full permit fee cost, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded 180 days, as prescribed by California Health & Safety Code 18938.6.

Permits deemed to have been expired, suspended or abandoned shall be subject to all permit related fee increases, and new fees and code requirements currently in effect at the time of permit renewal as applicable, subject to the discretion of the Building Official.

All permits will become null and void ("closed") 180 days after the prescribed expiration date as described in Table P105.

The Building Official may extend the time for action by the permittee upon written request showing that circumstances beyond the control of the permittee have prevented action from being taken. Extensions may granted in no more than 180 days increments.

Table P105

Permit Description (and Type)	Application Time Limit	Permit Time Limit from issuance
Commercial Incidental Permits (Miscellaneous Plumbing, Electrical, Mechanical)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Residential Incidental Permits (Miscellaneous Plumbing, Electrical, Mechanical)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection

F. Section 104.4.4, "Extensions" is deleted, and incorporated into Section 104.3.3

G. Section 104.4.6, "Retention of Plans" is amended to read as follows:

104.4.6 Retention of Plans. One set of approved construction documents and computations, either paper or electronic, will be retained by the Authority Having Jurisdiction until final approval of the work covered therein.

Plans will be retained as required by the jurisdiction's Record Retention Policy, a copy of which is available for inspection from the Authority Having Jurisdiction.

H. Section 104.5, "Schedule of permit fees" is amended to read as follows:

104.5 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

I. Section 104.5.2, "Violation Fee" is amended to read as follows:

104.5.2 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

J. Section 104.5.3, "Refunds" is amended to read as follows:

104.5.3 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.
Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

K. Section 105.2.3, “Inspection Requests” is amended to read as follows:

105.2.3 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

L. Section 105.2.4, “Advance Notice” is deleted.

M. Section 105.2.6, “Reinspections” is amended to read as follows:

105.2.6 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which an inspection is called is not completely ready or when previous corrections called for are not made.

2. When the job address is not clearly posted and visible from the street or the front of the building.

3. When there is a lack of access to the work to be inspected.

4. When the building permit is not posted on the job site.

5. When the approved plans are not readily available to the inspector.

6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.

7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

N. Section 106.2, “Notices of Violation” is amended to read as follows:

106.2 Notices of Violation. Notices of violation shall be written by the Authority Having Jurisdiction and shall be permitted to be posted at the site of the work or mailed or delivered to the permittee or their authorized representative.

Refusal, failure, or neglect to comply with such notice or order within the prescribed timeframe, shall be considered a violation of this code and shall be subject to the penalties set forth by the governing laws of the jurisdiction.

O. Section 106.5, “Authority to disconnect service utilities” is amended to read as follows:

106.5 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

P. Section 106.6, “Authority to condemn building service equipment” is amended to read as follows:

106.6 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

Q. Section 106.7, “Connection after order to disconnect” is added to read as follows:

106.7 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

S. Table 104.5 “Plumbing Permit Fees” is deleted.

16.02.090 Amendments to the 2019 California Mechanical Code.

A. Section 104.2, "Exempt Work" is amended to read as follows:

104.2 Exempt Work. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. A permit shall not be required for the following:

1. Portable heating appliances.

2. Portable ventilation appliances.

3. Portable cooling units.

4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

6. Portable evaporative coolers.

7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.

8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

B. Section 104.3.2, "Plan Review Fees" is amended to read:

104.3.2 Plan Review Fees. Plan Review fees shall be calculated and collected per resolution of the City Council of the City of Rancho Cordova.

C. Section 104.3.3, "Time limitation of application” is amended to read as follows:

104.3.3 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned if work hasn’t commenced within 180 days, calculated after the date of filing, unless such application has been pursued in good faith or a permit has been issued. The Building Official may extend the time for action for a period not exceeding 90 days upon written

request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

Any application not issued prior to the effective date of any new law, statute, provision, ordinance, or any revision or update to the same, that directly or indirectly applies to code regulation and enforcement, will be deemed void, and a new application shall be made, and new fees shall be calculated and collected at the rates currently in effect at the time of the new application.

D. Section 104.3.4, "Deferred submittals" is added to read as follows:

104.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

E. Section 104.4.3, "Permit Expiration" is amended to read as follows:

104.4.3 Permit Expiration. Every permit issued by the Building Official under the provisions of the Technical Codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 365 days of permit issuance, and/or completed within the prescribed time frame, as determined in Table M105. Permits where no inspection activity has occurred for a period of 180 days, and the permit has been determined to be abandoned, may be expired administratively if no attempt is made by the permittee to retain the permits open status.

Before work can be recommenced, the expired permit shall be renewed. The minimum fee for renewal will be calculated as one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate positions. The maximum renewal fee will not exceed the full permit fee cost, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded 180 days, as prescribed by California Health & Safety Code 18938.6.

Permits deemed to have been expired, suspended or abandoned shall be subject to all permit related fee increases, and new fees and code requirements currently in effect at the time of permit renewal as applicable, subject to the discretion of the Building Official.

All permits will become null and void ("closed") 180 days after the prescribed expiration date as described in Table M105.

The Building Official may extend the time for action by the permittee upon written request showing that circumstances beyond the control of the permittee have prevented action from being taken. Extensions may granted in no more than 180 days increments.

Table M105

ATTACHMENT 3

Permit Description (and Type)	Application Time Limit	Permit Time Limit from issuance
Commercial Incidental Permits (Miscellaneous Plumbing, Electrical, Mechanical)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection
Residential Incidental Permits (Miscellaneous Plumbing, Electrical, Mechanical)	180 days from plan approval to issue permit	365 days to commence work; 365 days to pass Final Inspection

F. Section 104.4.4, "Extensions" is deleted, and incorporated into Section 104.3.3

G. Section 104.4.6, "Retention of Plans" is amended to read as follows:

104.4.6 Retention of Plans. One set of approved construction documents and computations, either paper or electronic, will be retained by the Authority Having Jurisdiction until final approval of the work covered therein.

Plans will be retained as required by the jurisdiction's Record Retention Policy, a copy of which is available for inspection from the Authority Having Jurisdiction.

H. Section 104.5, "Schedule of permit fees" is amended to read as follows:

104.5 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by resolution of the City of Rancho Cordova.

When submittal documents are required, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 104.3.4, an additional plan review fee shall be charged as prescribed by resolution of the City of Rancho Cordova.

I. Section 104.5.2, "Violation Fee" is amended to read as follows:

104.5.2 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Building Official that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a

permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The *minimum* violation fee will be based on one hour of inspection time, plus one hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The *maximum* violation fee will not exceed the amount equal to the Total Permit Fee, plus one hour of inspection time and one hour of administrative work time, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

J. Section 104.5.3, "Refunds" is amended to read as follows:

104.5.3 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.
Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

K. Section 105.2.3, "Inspection Requests" is amended to read as follows:

105.2.3 Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Authority Having Jurisdiction that such work is ready for inspection. The Authority Having Jurisdiction shall be permitted to require that a request for inspection be filed not less than 24 hours, not including weekends, before such inspection is desired. Such request shall be made electronically by telephone request service or via internet system.

It shall be the duty of the person requesting inspections in accordance with this code to provide access to and means for inspection of such work.

L. Section 105.2.4, "Advance Notice" is deleted, and incorporated into section 105.2.3

M. Section 105.2.6, "Reinspections" is amended to read as follows:

105.2.6 Reinspections. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which an inspection is called is not completely ready or when previous corrections called for are not made.

2. When the job address is not clearly posted and visible from the street or the front of the building.

3. When there is a lack of access to the work to be inspected.

4. When the building permit is not posted on the job site.

5. When the approved plans are not readily available to the inspector.

6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.

7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

N. Section 106.2, “Notices of Violation” is amended to read as follows:

106.2 Notices of Violation. Notices of violation shall be written by the Authority Having Jurisdiction and shall be permitted to be posted at the site of the work or mailed or delivered to the permittee or their authorized representative.

Refusal, failure, or neglect to comply with such notice or order within the prescribed timeframe, shall be considered a violation of this code and shall be subject to the penalties set forth by the governing laws of the jurisdiction.

O. Section 106.5, “Authority to disconnect service utilities” is amended to read as follows:

106.5 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, in case of emergency where necessary to eliminate an immediate hazard to life or property, or where such utility connection has been made without approval of the building official.

The Building Official shall notify the serving utility, and, whenever possible, the owner and occupant of the building, structure, or service system of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

P. Section 106.6, “Authority to condemn building service equipment” is amended to read as follows:

106.6 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

Q. Section 106.7, “Connection after order to disconnect” is added to read as follows:

106.7 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

R. Table 104.5 “Mechanical Permit Fees” is deleted.

16.02.100 Administration of the Technical Codes.

A. Rancho Cordova Building Code. The Rancho Cordova Building Code contained within Chapter 16.04 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Building Code, as adopted and amended by this Chapter.

B. Rancho Cordova Residential Building Code. The Rancho Cordova Residential Building Code contained within Chapter 16.06 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Residential Code, as adopted and amended by this Chapter.

C. Rancho Cordova Electrical Code. The Rancho Cordova Electrical Code contained with Chapter 16.28 of the RCMC shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Building Code, as adopted and amended by this Chapter.

D. Rancho Cordova Energy Code. The Rancho Cordova Energy Code contained with Chapter 16.26 of the RCMC shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Building Code, as adopted and amended by this Chapter.

E. Rancho Cordova Historical Building Code. The Rancho Cordova Historical Building Code contained within Chapter 16.05 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Building Code, as amended and adopted by this Chapter, and the 2019 Historical Building Code, as adopted by this Chapter.

F. Rancho Cordova Existing Building Code. The Rancho Cordova Existing Building Code contained within Chapter 16.10 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Building Code, as amended and adopted by this Chapter, and the 2019 Existing Building Code, as adopted by this Chapter.

G. Rancho Cordova Plumbing Code. The Rancho Cordova Plumbing Code contained within Chapter 16.24 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Building Code, as amended and adopted by this Chapter, and the 2019 Plumbing Code, as adopted by this Chapter.

H. Rancho Cordova Plumbing Code. The Rancho Cordova Mechanical Code contained within Chapter 16.32 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Building Code, as amended and adopted by this Chapter, and the 2019 Mechanical Code, as adopted by this Chapter.

I. Rancho Cordova Green Building Code. The Rancho Cordova Green Building Code contained within Chapter 16.38 of the Rancho Cordova Municipal Code shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Building Code, as adopted and amended by this Chapter.

H. Rancho Cordova Swimming Pool and Spa Code. The Rancho Cordova Swimming Pool and Spa Code contained within Chapter 16.36 of the Rancho Cordova Municipal Code, shall be governed by the administrative, organizational, and enforcement rules of the 2019 California Building Code, as amended and adopted by this Chapter.

K. Rancho Cordova Moving Buildings Code. The Rancho Cordova Moving Buildings Code are contained within RCMC chapter 16.40, “Moving Buildings.”

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ATTACHMENT 3

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ATTACHMENT 4

CITY OF RANCHO CORDOVA

ORDINANCE NO. 13-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.04, "BUILDING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO THE 2019 CALIFORNIA BUILDING CODE BASED ON THE 2018 INTERNATIONAL BUILDING CODE

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

Section 1. Title 16, Chapter 16.04, "Building Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.04
BUILDING CODE

Sections:

16.04.010 Title.
16.04.020 Purpose.
16.04.030 Adoption of Building Codes.
16.04.040 Amendment of Adopted Codes.

16.04.010 Title.
This chapter shall be known and cited as the Rancho Cordova Building Code.

16.04.020 Purpose.
The purpose of the Rancho Cordova Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein.

16.04.030 Adoption of building codes.
The 2019 California Building Code, Part 2, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the International Building Code, 2018 Edition, published by the International Code Council , including Appendix C (Group U-Agricultural Buildings), Appendix I (Patio Covers), and Appendix O (Emergency Housing), , and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.04.040 Amendment of adopted codes.
Notwithstanding the provisions of RCMC 16.04.030, the State Code is amended as follows:

A. Section 1907.1, "General," is amended to read as follows:

ATTACHMENT 4

1907.1 General. The minimum thickness of concrete floor slabs supported directly on the ground shall not be less than 3 1/2 inches (89 mm). Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. A 6-mil (0.006 inch; 0.15 mm) polyethylene vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.

2. For unheated storage rooms having an area of less than 70 square feet (6.5 m^2) and carports attached to occupancies in Group R-3.

3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.

4. For driveways, walks, patios and other flatwork which will not be enclosed at a later date.

5. Where approved by the building official, based on local site conditions.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ATTACHMENT 4

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 5

CITY OF RANCHO CORDOVA

ORDINANCE NO. 14-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING CHAPTER 16.05, "HISTORICAL BUILDING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2019 CALIFORNIA HISTORICAL BUILDING CODE

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

Section 1. Title 16, Chapter 16.05, "Historical Building Code," is hereby adopted, to read as follows:

Chapter 16.05
HISTORICAL BUILDING CODE

Sections:

16.05.010 Title.
16.05.020 Purpose.
16.05.030 Adoption of Historical Building Code.

16.05.010 Title.
This chapter shall be known and cited as the Rancho Cordova Historical Building Code.

16.05.020 Purpose.
The purpose of the Rancho Cordova Historical Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of Historical buildings and structures within this jurisdiction.

16.05.030 Adoption of the Historical Building Code.
The 2019 California Historical Building Code, Part 10, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ATTACHMENT 5

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 6

CITY OF RANCHO CORDOVA

ORDINANCE NO. 15-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.06, "RESIDENTIAL CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO THE 2019 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2018 INTERNATIONAL RESIDENTIAL CODE

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

Section 1. Title 16, Chapter 16.06, "Residential Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.06
RESIDENTIAL BUILDING CODE

Sections:

16.06.010 Title.
16.06.020 Purpose.
16.06.030 Adoption of building codes.
16.06.040 Scope
16.06.050 Amendment of adopted codes.

16.06.010 Title.
This chapter shall be known and cited as the Rancho Cordova Residential Building Code.

16.06.020 Purpose.
The purpose of the Rancho Cordova Residential Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction, and certain equipment specifically regulated herein.

16.06.030 Adoption of building codes.
The 2019 California Residential Code, Part 2.5, (hereinafter referred to as the "CRC") Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the International Residential Code, 2018 Edition, as published by the International Code Council, including Appendices H (Patio Covers), J (Existing Buildings and Structures), Q (Tiny Houses), R (Light Straw-Clay Construction), and S (Strawbale Construction), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova. [Ord. 33-2013 § 1; Ord. 29-2010 § 1].

16.06.040 Scope.
The provisions of the Rancho Cordova Residential Building Code shall serve as the organizational, and enforcement rules and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of

residential buildings and structures; including, but not limited to, one and two-family dwellings, townhomes, docks, boathouses, and building service equipment within this jurisdiction.

16.06.050 Amendment of adopted codes.
Notwithstanding the provisions of RCMC 16.06.030, the State Code is amended as follows:

A. Section R506.2.3, "Vapor retarder," is amended to read as follows:

> **R506.2.3 Vapor retarder.** Groups R-1 and R-3 occupancies with concrete floors bearing on the ground shall have provided below the concrete floor a minimum of 4 inches of clean, well graded crushed rock or gravel 3/8 inch minimum to 1 1/2 inches maximum size. A 6-mil (0.006 inch; 0.15 mm) polyethylene vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where a base course does not exist, or other approved equivalent methods or materials shall be used to retard vapor transmission through the floor slab.
>
> Exception: A vapor retarder is not required:
>
> 1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
>
> 2. For unheated storage rooms having an area of less than 70 square feet (6.5 m^2) and carports.
>
> 3. For driveways, walks, patios and other flatwork not likely to be enclosed at a later date.
>
> 4. Where approved by the building official, based on local site conditions.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ATTACHMENT 6

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 7

CITY OF RANCHO CORDOVA

ORDINANCE NO. 16-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADOPTING CHAPTER 16.10, "EXISTING BUILDING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2019 CALIFORNIA EXISTING BUILDING CODE

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

Section 1. Title 16, Chapter 16.10, "Existing Building Code," is hereby adopted, to read as follows:

Chapter 16.10
EXISTING BUILDING CODE

Sections:

16.10.010 Title.
16.10.020 Purpose.
16.10.030 Adoption of Existing Building Code.

16.10.010 Title.
This chapter shall be known and cited as the Rancho Cordova Existing Building Code.

16.10.020 Purpose.
The purpose of the Rancho Cordova Existing Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of existing buildings and structures within this jurisdiction.

16.10.030 Adoption of the Existing Building Code.
The 2019 California Existing Building Code, Part 10, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ATTACHMENT 7

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 8

CITY OF RANCHO CORDOVA

ORDINANCE NO. 17-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.24, "PLUMBING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO THE 2019 CALIFORNIA PLUMBING CODE BASED ON THE 2018 UNIFORM PLUMBING CODE

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

Section 1. Title 16, Chapter 16.24, "Plumbing Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.24
PLUMBING CODE

Sections:

16.24.010 Title.
16.24.020 Purpose.
16.24.030 Adoption of plumbing codes.
16.24.040 Amendment of adopted codes.

16.24.010 Title.
This chapter shall be known and cited as the Rancho Cordova Plumbing Code.

16.24.020 Purpose.
The purpose of the Rancho Cordova Plumbing Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare.

16.24.030 Adoption of plumbing codes.
The 2019 California Plumbing Code, Part 5, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code") , incorporating the Uniform Plumbing Code, 2018 Edition, as published by the International Association of Plumbing and Mechanical Officials, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.24.040 Amendment of adopted codes.
Notwithstanding the provisions of RCMC 16.24.030, the State Code, is amended as follows:

A. 103.5, "Private Sewage Disposal Systems," is added to read as follows:

103.5 Private Sewage Disposal Systems. The installation of private sewage disposal systems is under the jurisdiction of the Environmental Health Division of the Sacramento County Environmental Management Department.

B. Section 312.5 is amended to read as follows:

ATTACHMENT 8

312.5 Each system of buried ferrous piping used for either potable water or gas supply shall have a protective coating of an approved type, machine applied and conforming to recognized standards. Field wrapping shall provide equivalent protection and is restricted to those short sections and fittings necessarily stripped for threading.

All buried ferrous piping shall be provided with cathodic protection installed according to Table 312 of this Section and the following requirements:

1. Galvanic anodes for cathodic protection of ferrous piping shall be buried not less than 3 feet below grade and below the bottom of the pipe to be protected. They shall be not less than 4 feet horizontally from any buried metallic pipe. Before back filling, the anode shall be flooded with a minimum of 5 gallons of water.

When connected to the pipe being protected, less than 6 inches above grade, the anode shall be connected with a thermite weld. Connections 6 inches or more above grade may be made by the use of a listed mechanical clamp.

2. Water supply piping shall be isolated at the connection of the utility or private tap from the water main and at each building foundation line adjacent to the full-way shutoff valve.

3. Gas supply piping shall be isolated adjacent to each foundation line or at the appliance when located outside the building and from the serving gas supplier's service equipment.

4. Approved isolation fittings shall be located a minimum of 6 inches above grade, except that fitting at the water tap.

5. Any piping laid in the same trench with pipe requiring cathodic protection shall be separated laterally a minimum of 12 inches from the protected pipe, and piping installed diagonally above the pipe requiring cathodic protection shall be separated vertically a minimum of 6 inches. All separations shall be maintained with clean earth in accordance with Section 314.0.

C. Table 312 is added to read as follows:

Table 312

ANODE SELECTION CHART

Allowable length of coated and wrapped buried ferrous gas or water pipe for each size anode						
	Pipe Size					
Anode Size	1/2"	3/4" & 1"	1 1/4" & 1 1/2"	2"	3"	4"
1 lb. anode	50'	–	–	–	–	–
3 lb. anode	150'	100'	50'	50'	–	–
9 lb. anode	500'	200'	200'	150'	100'	100'
17 lb. anode	–	500'	350'	300'	250'	150'
32 lb. anode	–	–	500'	500'	450'	350'

D. Section 713.4 is amended to read as follows:

713.4 The public sewer shall be permitted to be considered as not being available when such public sewer or any building or exterior drainage facility connected thereto is located more than two hundred (200) feet (61 m) from the property line.

E. Section D101.1, "Applicability," of Appendix D, is amended to read as follows:

D101.1 Applicability. Roof drains, leaders and rainwater piping shall be designed to carry away rainfall at the rate of at least 3 inches of rainfall per hour.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 9

CITY OF RANCHO CORDOVA

ORDINANCE NO. 18-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.26, "ENERGY CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2019 CALIFORNIA ENERGY CODE

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

Section 1. Title 16, Chapter 16.26, "Energy Code," is hereby adopted, to read as follows:

Chapter 16.26
ENERGY CODE

Sections:

16.26.010 Title.
16.26.020 Purpose.
16.26.030 Adoption of Energy Code.

16.05.010 Title.
This chapter shall be known and cited as the Rancho Cordova Energy Code.

16.05.020 Purpose.
The purpose of the Rancho Cordova Energy Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all duly designated historic buildings and structures within this jurisdiction.

16.05.030 Adoption of the Energy Code.
The 2019 California Energy Code, Part 6, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

ATTACHMENT 9

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 10

CITY OF RANCHO CORDOVA

ORDINANCE NO. 19-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.28, "ELECTRICAL CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO THE 2019 CALIFORNIA ELECTRICAL CODE BASED ON THE 2017 NATIONAL ELECTRICAL CODE

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

Section 1. Title 16, Chapter 16.28, "Electrical Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.28
ELECTRICAL CODE

Sections:

16.28.010 Title.
16.28.020 Purpose.
16.28.030 Adoption of electrical codes.
16.28.040 Amendment of adopted codes.

16.28.010 Title.

This chapter shall be known and cited as the Rancho Cordova Electrical Code.

The purpose of the Rancho Cordova Electrical Code is to provide minimum electrical system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, and quality of materials.

16.28.030 Adoption of electrical codes.

The 2019 California Electrical Code (excluding all Appendices), Part 3, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the National Electrical Code, 2017 Edition (excluding all Appendices), published by the National Fire Protection Association, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

16.28.040 Amendment of adopted codes.

Notwithstanding the provisions of RCMC 16.28.030, the State Code is amended as follows:

A. Article 210.25(A)1 is added to read as follows:

> **210.25(A)1 Branch Circuits Serving Common Use Areas.** All circuits serving common use areas and public use areas shall be served from house service equipment. Where buildings are multi-metered, a separate meter for house equipment shall be required.

B. Article 225.22(A) and (B) are added to read as follows:

225.22(A) Fences. Electrical equipment and conduit shall not be installed on any fence.

Exception: Conduit and equipment shall be permitted on metallic and masonry fences when installed with a continuous support system.

225.22(B) Roofs. Raceways installed on or across roofs shall clear the roof a minimum of 1 1/2" and be supported every 4' or less.

C. Article 230.28(C) and (D) are added to read as follows:

230.28(C) Service Entrance or Load Centers located in walls or partitions. When overhead service entrance conductors are installed in walls or partitions, they shall be enclosed in rigid metal or intermediate metal conduit of 1 1/2 inch minimum trade size.

230.28(D) Service Entrance method of attachment. No new or replacement overhead service drop shall be attached to the structure. The service mast shall be used as the support and shall be of minimum 1 1/2" rigid metal or intermediate metal conduit.

D. Article 230.70(D) is added to read as follows:

230.70(D) Ten Foot Limit for Service Raceway. Service entrance conductors shall not extend inside any building for more than ten feet to reach the disconnect or overcurrent protection device except when under a concrete floor.

E. Article 230.71 is amended to read as follows:

230.71 Service Switches. A single main disconnecting means shall be provided for each set of service entrance conductors. The service overcurrent device shall be an integral part of the disconnecting means. It shall be located at the nearest readily accessible location either outside of building or structure or inside nearest the point of entrance of the service conductors.

Exceptions:

1. A main disconnecting means shall not be required on Group R occupancies with not more than six dwelling units.
2. For fire pumps where a separate service is required.
3. For Emergency Electrical systems where a separate service is required.
4. Up to six switches or circuit breakers may be permitted provided not more than one is rated less than 2,000 amperes, 600 volts, and all switches or circuit breakers are installed in a common enclosure or group of enclosures.
5. Up to six switches or circuit breakers may be permitted for unmanned cellular monopole sites not located in or on a building.

F. Article 300.5(L) is added to read as follows:

300.5(L) Depth Requirement. All underground service entrance raceways shall be buried a minimum of 30 inches below grade unless located below a concrete building slab, in which case, the depth may be reduced to 12 inches below grade.

G. Article 600.1(A) and (B) are added to read as follows:

600.1(A) Electric Sign Installation. Electric signs shall be installed in accordance with the provisions of this Code pertaining to the installation of electric signs. The trademark, maker's name, approximate weight, voltage, amperage, Underwriters' label, and permit reference number, shall be permanently and conspicuously marked on the exterior of all electric signs.

600.1(B) Permit Required. An electrical permit shall be required for any of the following:

- A new electric sign installation with new branch wiring.
- A new electrical sign installation with existing branch wiring.
- An electric sign repair and reinstallation.

H. Article 625.1(A) is added to read as follows:

625.1(A) Charging Circuit required for R.3 Occupancies. Every new group R.3 occupancy building shall provide for a future electric vehicle charging circuit by providing a 3/4 inch raceway or a 3 wire with ground NM or NMC cable rated at a minimum 40 ampere from the service panel to a 2 gang box located in the garage.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

ATTACHMENT 10

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 11

CITY OF RANCHO CORDOVA

ORDINANCE NO. 20-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.32, "MECHANICAL CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE THE 2019 CALIFORNIA MECHANICAL CODE BASED ON THE 2018 UNIFORM MECHANICAL CODE

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

Section 1. Title 16, Chapter 16.32, "Mechanical Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.32
MECHANICAL CODE

Sections:

16.32.010 Title.
16.32.020 Purpose.
16.32.030 Adoption of mechanical codes.

16.32.010 Title.
This chapter shall be known and cited as the Rancho Cordova Mechanical Code.

16.32.020 Purpose.
The purpose of the Rancho Cordova Mechanical Code is to provide minimum system standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances within this jurisdiction.

16.32.030 Adoption of mechanical codes.
The 2019 California Mechanical Code, Part 4, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), incorporating the Uniform Mechanical Code, 2018 Edition, published by the International Association of Plumbing and Mechanical Officials, and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ATTACHMENT 11

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 12

CITY OF RANCHO CORDOVA

ORDINANCE NO. 21-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.36, "SWIMMING POOL CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO SECTION 3109.2 OF THE 2019 CALIFORNIA BUILDING CODE AND PORTIONS OF THE 2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

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

Section 1. Title 16, Chapter 16.36, "Swimming Pool Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.36
SWIMMING POOL AND SPA CODE

Sections:

16.36.010 Title.
16.36.020 Purpose.
16.36.030 Adoption of specific codes.
16.36.040 Scope.
16.36.050 Definitions.
16.36.060 Amendments to the International Swimming Pool and Spa Code.
16.36.070 Amendments to the California Building Code.

16.36.010 Title.
This chapter shall be known and cited as the Rancho Cordova Swimming Pool and Spa Code.

16.36.020 Purpose.
The purpose of the Rancho Cordova Swimming Pool and Spa Code is to provide minimum requirements and standards for the protection of the public health, safety, and welfare within this jurisdiction, as well as to reference the many different codes that pertain to swimming pools, spa and hot tub safety.

16.36.030 Adoption of specific codes.
Sections 101 and 102 of Chapter 1, Chapters 2 through 3, and Chapters 7 through 10 of the 2018 International Swimming Pool and Spa Code, as published by the International Code Council, and the 2019 California Building Code, Chapter 31, Section 3109.2, Title 24 of the California Code of Regulations and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova. .

16.36.040 Scope
The provisions of the Rancho Cordova Swimming Pool and Spa Code shall serve as the administrative, organizational, enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and

occupancy of swimming pools, spas, hot tubs, and other water-containing devices intended for human emersion, and associated service equipment within this jurisdiction.

16.36.050 Definitions
Definitions for the administrative, organizational, enforcement rules, and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, and use of swimming pools, spas, hot tubs, and other water-containing devices intended for swimming or recreational bathing, and associated service equipment within this jurisdiction are contained within the 2019 California Building Code, Chapter 2, the 2019 California Residential Code, Chapter 2, the 2018 International Swimming Pool and Spa Code, Chapter 2, and California Health and Safety Code Section 115921.

16.36.060 Amendments to the International Swimming Pool and Spa Code

A. Section 102.7.1, "Application of the International Codes" is amended to read as follows:

[A] 102.7.1 Application of the California Codes. Where the California Residential Code is referenced in this code, the provisions of the California Residential Code shall apply to related systems in detached one- and two-family dwellings and townhouses not more than three stories in height. Other related systems shall comply with the applicable California Code or referenced standard.

B. References to International Codes, for example "International Building Code", "International Residential Code", "International Plumbing Code", "International Mechanical Code", etc. are not enforceable by the local government. Any such references to "International" codes in this code will mean the equivalent California-adopted version of that code, such as the California Building Code or California Residential Code. Where the referenced code does not have an equivalent State-approved version, the building official will determine a satisfactory substitute based on the alternative demonstrating that it meets recognized testing standards and has been used as a basis for interpretation in the past.

C. Chapter 3, General Compliance, is amended to remove any references to public pools. 2019 California Administrative Code (CCR Title 224 Part 1), Chapter 8, Article 1, Section 8-101(b) states "Swimming pools shall conform to the requirements of Chapter 31B, Part 2 Title 24, California Code of Regulations". 2019 CBC Chapter 31B is titled "Public Pools". Any references to "Public Swimming Pools", "Public Pools", "Public Spas", "Aquatic Recreation Facilities", or any other public facility covered in Chapter 31B shall be constructed as required by Chapter 31B of the 2019 CBC.

16.36.070 Amendments to the California Building Code.

A. California Building Code Chapter 31, Section 3109.2, "*115921(c)*" is amended to read as follows:

115921. *(c) "Enclosure" means a permanent fence wall, or other barrier that isolates a swimming pool from access to the home or neighboring properties. The term "permanent" shall mean not being able to be removed, lifted, or relocated without the use of a tool.*

ATTACHMENT 12

B. California Building Code Chapter 31, Section 3109.2, "*115922*" is amended to read as follows:

115922. *(a) Except as provided in Section 115925, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be isolated from access from other properties by an enclosure that meets the requirements of Section 115923, and at least two of the following seven drowning prevention safety features:*

(1) An enclosure that meets the requirements of Section 115923 and isolates the swimming pool or spa from the private single-family home.

(2) Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device.

(3) An approved safety pool cover, as defined in subdivision (d) of Section 115921.

(4) Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."

(5) A self-closing, self-latching device with a release mechanism placed no lower than 54 inches above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.

(6) An alarm that, when placed in a swimming pool or spa, will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Specification for Residential Pool Alarms," which includes surface motion, pressure, sonar, laser, and infrared type alarms. A swimming protection alarm feature designed for individual use, including an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.

(7) Other means of protection, if the degree of protection afforded is equal to or greater than that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the American Society of Mechanical Engineers (ASME).

(b) Before the issuance of a final approval for the completion of permitted construction or remodeling work, the local building code official shall inspect the drowning safety prevention features required by this section and, if no violations are found, shall give final approval.

115923. *An enclosure shall have all of the following characteristics:*
(a) Any access gates through the enclosure open away from the swimming pool and are self-closing with a self-latching device placed no lower than 60 inches above the ground.
(b) A minimum height of 60 inches.
(c) A maximum vertical clearance from the ground to the bottom of the enclosure of two inches.
(d) Gaps or voids, if any, do not allow passage of a sphere equal to or greater than four inches in diameter.

ATTACHMENT 12

(e) An outside surface free of protrusions, cavities, or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 13

CITY OF RANCHO CORDOVA

ORDINANCE NO. 22-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.38, "GREEN BUILDING CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE, WHICH ADOPTS BY REFERENCE THE 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE

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

Section 1. Title 16, Chapter 16.38, "Green Building Code," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.38
GREEN BUILDING CODE

Sections:

16.38.010 Title.
16.38.020 Purpose.
16.38.030 Adoption of green building codes.

16.38.010 Title.
This chapter shall be known and cited as the Rancho Cordova Green Building Code.

16.38.020 Purpose.
The purpose of the Rancho Cordova Green Building Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, use and occupancy, location and maintenance of all buildings and structures within this jurisdiction.

16.38.030 Adoption of green building codes.
All deemed Mandatory provisions of the 2019 California Green Building Standards Code, Part 11, Title 24 of the California Code of Regulations (hereinafter referred to as the "State Code"), and any rules and regulations promulgated pursuant thereto, are hereby adopted and incorporated by reference herein. Except as otherwise provided by this chapter and Chapter 16.02 RCMC, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova.

Section 2. Severability

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

Section 3. Effective Date and Publication

ATTACHMENT 13

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 14

CITY OF RANCHO CORDOVA

ORDINANCE NO. 23-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 16.40, "MOVING BUILDINGS" OF THE RANCHO CORDOVA MUNICIPAL CODE

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

Section 1. Title 16, Chapter 16.40, "Moving Buildings," is hereby repealed and replaced, in its entirety, to read as follows:

Chapter 16.40
MOVING BUILDINGS

Sections:

16.40.010 Permit required.
16.40.020 Building relocation application and plan submittal.
16.40.030 Inspections prior to relocation.
16.40.040 Application approval.
16.40.050 Approval limitation on building relocation application.
16.40.060 Posting notice of intention to move.
16.40.070 Denial of building permit.
16.40.080 Appeals.
16.40.090 Issuance of building permit.
16.40.100 Authority to issue building permit.
16.40.110 Liability insurance required.
16.40.120 House and building moving requirements – Flags, lights, etc.
16.40.130 Approval of house and building moving equipment and apparatus and route by Director of Public Works – Bond required.
16.40.140 Highway moving permit.
16.40.150 Highway moving permit limitations – Time.
16.40.160 Public nuisance.

16.40.010 Permit required.

No person shall move or cause to be relocated any building or structure across any public street or highway, or from one property to another, or from one location to another in the city, or from any city or county outside of the city of Rancho Cordova, without first obtaining a moving permit through the procedures provided in this chapter.

16.40.020 Building relocation application and plan submittal.

Application for building relocation shall be filed with the Building Official.

A. Contents of Application. The application shall specify the existing location of the building, size, and character of the building to be relocated, the proposed improvements or changes, if any, the proposed location, the property owner's name and address, the intended use of the building,

B. Plan Submittal. Three complete sets of plans are required for the building permit along with a completed building permit application. The plot plan for the proposed location, fully

dimensioned, and drawn to scale, shall show location of the building, indicating proposed setbacks of the building and size, location, and use of *all* existing structures at the proposed location, and site development required. Architectural plans must be fully dimensioned, and drawn to scale, and be no smaller than 18 inches x 24 inches in paper size for review purposes. Plans must include foundation designs from a qualified design professional, which may include geotechnical reports for soil conditions.

C. Entry and Site Identification. The applicant shall arrange for entry of the buildings proposed to be relocated and provide a stake driven in the ground, protruding four feet above grade, at the front and rear of the proposed location for posting and attaching house numbers as provided by RCMC 16.40.050.

16.40.030 Inspections prior to relocation.
Within five working days of being notified by the applicant, the Building Official shall cause the inspection of the building to be relocated.

16.40.040 Application approval.
After reviewing the application for building relocation and inspection of the building and proposed location, the Building Official shall give his or her approval in writing and so notify the property owner and applicant of the requirements imposed on his approval.

Upon said approval, the Building Official shall cause the building and the proposed location to be posted with an "notice of intention to move" sign as provided in RCMC 16.40.050.

16.40.050 Approval limitation on building relocation application.
Approval of building relocation application shall be limited to 60 days from completion of the posting period when no appeal is filed.

16.40.060 Posting notice of intention to move.
When the building has been approved for relocation to a new site, the Building Official shall cause a "notice of intention to move" sign to be posted, on stakes, for **five working days** from date of posting, with assigned house number, provided by the applicant, at the front and rear of the proposed site and on the front of the building proposed to be moved; such notice shall not be less than 13 inches by 19 inches in size and shall set forth the character of the building to be moved, the present and proposed site of the building, and the date of posting.

Exception: Buildings being moved from outside the city limits of Rancho Cordova into the City of Rancho Cordova shall require a ***ten working day*** posting period in lieu of five days.

A. The building shall not be moved from the location shown on the application for the duration of the required posting period. If for any reason the posting period has been interrupted, the building and proposed site shall be reposted for an additional five working days (or ten working days if outside the city limits).

B. No building shall be temporarily relocated on present or other property for temporary storage purposes, except legal contractors' storage yards, without having written approval of Building Official and the owner of the property used for this temporary storage. The Building Official may require a surety bond, cash bond, or other means to ensure the removal of the building and may set a time limit as deemed necessary to protect the public and the City of Rancho Cordova.

C. No moving permit shall be issued, nor the building moved from the existing location, until the required posting and appeal period has elapsed.

D. Exemption from Posting. A building being relocated on existing property, when approved by the Building Official, may be exempted from the posting requirements.

16.40.070 Denial of building permit.

A. The application for a building permit shall be denied when:

1. Any unlawful, dangerous, or defective condition of a building proposed to be moved is such that remedy or correction cannot effectively be made; or

2. The relocation of the building to the proposed site would cause appreciable damage to or be materially detrimental to the property or improvements in the district within the immediate vicinity of the proposed new location; or

3. The structure is of a type prohibited at the proposed location by law or regulation of the city.

B. The Building Official, or his or her designees, shall inform the applicant of the denial in writing within 10 working days of the filing of the application. The denial shall set forth the reasons therefor, shall designate the applicable provisions of the law or regulations upon which the denial is predicated.

16.40.080 Appeals.

Appeals to the denial of a permit to relocate a building shall follow the procedure as set forth in RCMC 16.18 Nuisance Code, Sections 16.18.504 through 16.18.513.

16.40.090 Issuance of building permit.

A. If a building permit is granted, it shall be granted under conditions which shall require the owner, or agent of the owner, of any building to be moved to comply with the provisions of all applicable state laws and local ordinances, to make such changes or repairs as may be necessary to comply therewith or to fill remaining basements or other subsequent openings on the property.

B. No building relocated in accordance with the provisions of this chapter shall be used or occupied or have utility services connected thereto until said necessary changes or repairs have been completed.

C. Any building relocated in another location shall be brought up to current regulations of the building, plumbing, mechanical, and electrical codes. The Building Official *may* waive a specific requirement when the requirement met the Rancho Cordova Building Code in effect at the time it was built and does not cause a health or safety hazard.

D. Prior to the issuance of any building permit, the applicant for the moving permit must produce evidence indicating:

1. That they have sealed the sewer line at the site from which the building is being moved in a manner prescribed by the appropriate political subdivision having jurisdiction thereof; or

2. That they have properly destroyed the septic tank system in accordance the requirements of the Authority Having Jurisdiction.

E. The Building Official shall require the owner or agent to deposit a certificate of deposit or a surety bond with the City to insure compliance with the conditions imposed on the building permit. The surety bond must be issued by a corporate surety authorized to do business in the State of California and shall be filed in the form prescribed by the Building Official and subject to his/her

approval. The amount of the bond shall be set at the discretion of the Building Official. At the time of filing the certificate of deposit or surety bond with the City, the property owner must also execute and file a statement in substantially the following language:

> I, _____, the applicant and property owner, hereby promise to comply with the conditions imposed on the building permit No. _____. By way of guarantee that this work will be done, I/we herewith deposit with the City a (certificate of deposit, or surety bond) in the sum of $_____ and agree that in the event these conditions are not fulfilled within three hundred sixty-five (365) days hereafter, the City may use said certificate of deposit, or forfeit the surety bond and apply the proceeds either to cause said conditions to be fulfilled or to demolish the building which was under the authority of said building permit.

F. The condition(s) imposed upon the issuance of the building permit for a moved building shall be met within 365 days. Noncompliance of this requirement shall give cause to forfeit the certificate of deposit or surety bond and to abate as a public nuisance.

G. Building Relocation Application Fee. The applicant shall pay a relocation application fee for each application at the time of issuance. The fee for each permit shall be that fee prescribed by resolution of the City Council.

H. Fee Refund. No refund shall be made where an inspection is made as required by RCMC 16.40.030. The Building Official may authorize the refunding of not more than 80 percent of the application fee when no inspection was made as required by RCMC 16.40.030. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days from the date of fee payment.

I. Exemption from Building Relocation Application Fee.

1. Buildings that are being moved within Rancho Cordova to locations outside the City of Rancho Cordova.

2. Buildings or portions of buildings being moved to or through the City that are approved manufactured buildings.

3. Incidental accessory structures of 125 square feet or less which will not be used for human habitation.

4. Buildings being moved to a storage yard approved by the Rancho Cordova Zoning Code for storage purposes.

16.40.100 Authority to issue building permit.

In the event the decision of the Building Official to grant the building permit is not appealed within the posting period specified in RCMC 16.40.050, and the building proposed to be moved will not come within the scope of the conditions prohibited by RCMC 16.40.060, and the applicant has complied with all other applicable requirements of this chapter, the Building Official shall issue the building permit.

In the event an appeal has been filed, the Building Official shall issue or deny the permit, pursuant to the terms of the final decision of the City Council and the other applicable provisions of this chapter.

16.40.110 Liability insurance required.
No moving permit shall be issued under the provisions of this chapter unless the permitted shall have first taken out and agreed to maintain at all times public liability insurance in an amount not less than $1,000,000 for injuries, including wrongful death, to any one person, and shall take out and agree to maintain at all times property damage insurance in an amount not less than $500,000. Such insurance shall name the City as an insured, and a certificate of insurance shall be filed with the Director of Public Works, or his or her designees.

16.40.120 House and building moving requirements – Flags, lights, etc.
Red lights at each corner of the building shall be maintained by the mover from one-half hour after sunset until one-half hour before sunrise.

A. Notice of Emergency Service. Any person moving a building on any city road shall notify the Department of Public Works immediately before and after the movement.

B. Authorized Moving Hours. Movement of buildings on any city road shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m. on weekdays.

C. No building shall be moved into a fire district without first giving notice to the fire district into which the building is to be moved 10 working days prior to the move.

16.40.130 Approval of house and building moving equipment and apparatus and route by Director of Public Works – Bond required.
The Director of Public Works, or his or her designees, may, in their discretion, inspect all rollers, trucks, wheels, dollies, tractors, or other apparatus proposed to be used in the moving operation, and shall restrict the use of such apparatus to that which, in their judgment, will not cause injury to highways, bridges, or other property. The Director of Public Works, or his or her designees, may also require reasonable changes in the route proposed, even though the route required may be longer than the one proposed, and also require an applicant or his or her agent to file a surety bond issued by a corporate surety authorized to do business in the state of California in such amount of $5,000 or a certificate of insurance in the amount of $10,000 with an oversize, overweight endorsement to guarantee the restoration and repair of city roads damaged by moving equipment and apparatus, in accordance with applicable City standards.

16.40.140 Highway moving permit.
When a building permit has been granted by the Building Official and all provisions of this chapter and other regulations and/or requirements for issuing a building permit for the building have been fulfilled, the Director of Public Works, or his or her designees, shall issue a highway moving permit. The applicant shall pay an additional fee for this permit. The permit fee shall be $30.00.

Buildings that are being moved from outside the city or from within the city to terminate in a city or county other than Rancho Cordova that qualifies for exemption of building relocation application fee as provided by RCMC 16.40.100(I) and are required to use city roads or highways shall be required to pay the $30.00 fee for a moving permit.

A. Fee for Additional Buildings. The fee for additional buildings or portions of any severed buildings moved at the same time to the same locations as provided herein shall be $10.00.

B. Exemption from Highway Moving Permit. The highway moving permit fee (and fee for additional buildings) shall not be required in the following instances:

1. If the building is being moved from one location to another location and no public road is to be used;

2. Buildings and/or sections of buildings being moved to or through the City that are approved manufactured buildings.

C. The exemption to a highway moving permit does not exempt the buildings in RCMC 16.40.020 from the required wide load highway permit.

16.40.150 Highway moving permit limitations – Time.
Permission to move any building under any moving permit shall expire 60 days after issuance, except that the Director of Public Works, or his or her designees, may extend the expiration time an additional 60 days.

A. Transfer. Permits issued under this chapter shall not be transferred by the holder thereof to any other person.

All movements of buildings authorized by the moving permit shall be made under the control and supervision of the grantee of the permit.

B. Refunds. No fees required by this chapter shall be refunded if the moving of a building authorized by the moving permit is not made. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 48 § 2 (part), 1971].

16.40.160 Public nuisance.
Any building moved contrary to any of the provisions of this chapter is unlawful and a public nuisance and the Building Official shall commence action or proceedings for the abatement and removal and enjoinment thereof in a manner provided in this chapter. The remedies provided herein shall be cumulative and not exclusive.

Section 2. Severability

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

Section 3. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

ATTACHMENT 14

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC
City Clerk

ATTACHMENT 15

CITY OF RANCHO CORDOVA

ORDINANCE NO. 24-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA REPEALING AND REPLACING CHAPTER 17.04, "FIRE CODE" OF THE RANCHO CORDOVA MUNICIPAL CODE WHICH ADOPTS BY REFERENCE AND MAKES AMENDMENTS TO THE 2019 CALIFORNIA FIRE CODE BASED ON THE 2018 INTERNATIONAL FIRE CODE

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

Section 1. Title 17, Chapter 17.04, "Fire Code," is hereby repealed in its entirety and replaced as follows:

Chapter 17.04
FIRE CODE

17.04.005 Title. These regulations shall be known as the "Fire Code."

17.04.010 Adoption of California Fire Code. There is hereby adopted by the City of Rancho Cordova for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the 2019 California Building Standards Code, Title 24, California Code of Regulations, Part 9 (California Fire Code), incorporating the International Fire Code, 2018 Edition, published by the International Code Council in its entirety including Appendix 4, Appendix B, Appendix BB, Appendix C, Appendix CC, Appendix O, save and except such portions as hereinafter deleted, modified, or amended. Not less than one (1) copy of such code has been and now is filed with the Clerk of the City of Rancho Cordova. From the effective date of this ordinance establishing this chapter, the provisions thereof shall be controlling within the limits of the City of Rancho Cordova except that any inconsistent regulations and ordinances adopted pursuant to applicable law by the Sacramento Metropolitan Fire District shall be controlling within the City of Rancho Cordova if said regulation or ordinance has been ratified by the city in accordance with Section 13869.7 of the California Health and Safety Code.

17.04.020 Enforcement. The division of authority for enforcement of this chapter shall be as follows:

The Chief of the Sacramento Metropolitan Fire District or his/her designated representatives shall have authority to enforce this chapter and issue citations for violations.

17.04.030 Findings. The Findings of Fact are filed separately with the California Building Standards Commission and State Department of Housing and Community Development.

ATTACHMENT 15

17.04.040 Definitions.

(a) Wherever the word "municipality" is used in the California Fire Code, it shall mean the City of Rancho Cordova.

(b) Wherever the word "Chief" is used in this Chapter or the California Fire Code, it shall mean the Chief of the Sacramento Metropolitan Fire District.

17.04.050 Amendments to the 2019 Edition of the California Fire Code.

SECTION 105.6.4 “CARNIVALS AND FAIRS” IS AMENDED AS FOLLOWS:

Section 105.6.*4* Carnivals, fairs, *festivals, or exhibitions*. An operational permit is required to conduct a carnival, fair, *festival, or exhibition*.

SECTION 106.6 “COST RECOVERY FEES” IS ADDED AS FOLLOWS:

Section 106.6 Cost recovery fees. *Cost recovery fees may be charged to any person, firm, corporation, or business that through negligence, violation of the law, or as a result of carelessness, is responsible for an incident resulting in Fire Department response. (Health & Safety Code 13916)*

SECTION 109.1 “BOARD OF APPEALS ESTABLISHED” IS AMENDED AS FOLLOWS:

Section 109.1 Board of appeals established. In order to hear and decide appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be *the Board of Directors of the fire protection district or Community Services District having jurisdiction, or the County of Sacramento Board of Supervisors in the Sacramento County Airport System.*

SECTION 1*10*.4 “VIOLATION PENALTIES” IS AMENDED AS FOLLOWS:

Section 1*10*.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of *an infraction or a misdemeanor punishable by a fine of not less than one hundred dollars ($100) and not more than one thousand dollars ($1,000), or by imprisonment not exceeding 180 days*, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 110.4.2 “CITATIONS” IS ADDED AS FOLLOWS:

Section 110.4.2 Citations. *The Chief, or his/her duly authorized representative, may issue citations for infractions or misdemeanor violations of this code pursuant to Section 13871 of the Health and Safety Code of the State of California and Chapter 5c*

ATTACHMENT 15

(commencing with Section 853.6) of Title 3 of Part 2 of the Penal Code of the State of California.

SECTION 110.4.3 "CALIFORNIA FIRE CODE BAIL SCHEDULE" IS ADDED AS FOLLOWS:

Section 110.4.3 - CALIFORNIA FIRE CODE BAIL SCHEDULE

SECTION	***NATURE OF OFFENSE***	***PC***	***MA***	***BAIL PA***	***NCA***	***TOTAL***
*110.4.3**	*NC W/ORDERS OR NOTICE*	*X*		*$1000*	*$1700*	*$2700*
*110.4.3**	*NC W/CONDEMNATION TAG*	*X*		*$1000*	*$1700*	*$2700*
*110.4.3**	*DESTRUCTION OF TAGS*	*X*		*$1000*	*$1700*	*$2700*
*110.4.3**	*CONTINUANCE OF HAZARD*	*X*		*$1000*	*$1700*	*$2700*
ALL OTHER SECTIONS		*X*		*$100*	*$170*	*$270*

** - MISDEMEANOR*

PC - ELIGIBLE FOR PROOF OF CORRECTION

MA - MANDATORY APPEARANCE

PA - PENALTY ASSESSMENT

NCA - NIGHT COURT ASSESSMENT

NC - NONCOMPLIANCE

SECTION 112.4 "FAILURE TO COMPLY" IS AMENDED AS FOLLOWS:

Section 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an infraction or a misdemeanor punishable by a fine of *not less than one hundred ($100) dollars or more than one thousand ($1000) dollars*.

SECTION 202 "ALL-WEATHER DRIVING SURFACE" IS ADDED AS A LISTED DEFINITION AS FOLLOWS:

Section 202 ALL-WEATHER DRIVING SURFACE. *A roadway with a minimum surface finish of one layer of asphalt or concrete that is designed to carry the imposed weight loads of fire apparatus.*

Exception: *R-3 occupancies located on Agricultural or Agricultural-Residential zoned lots.*

SECTION 202 "APPROVED SUPERVISING STATION" IS ADDED AS A LISTED DEFINITION AS FOLLOWS:

APPROVED SUPERVISING STATION. *An alarm service provider's UL listed, Type A, Full Service Central Station. The approved supervising station shall have the ability to relay the alarm to the (a) Sacramento Regional Fire/EMS Communications Center or (b) to the Sacramento International Airport Communication Center in an approved manner.*

SECTION 202 "FALSE ALARM" IS AMENDED AS A LISTED DEFINITION AS FOLLOWS:

FALSE ALARM. The willful and knowing *or negligent* initiation or transmission of a signal, message or other notification of an event of fire when no such danger exists.

SECTION 503.1.2.1 "ONE- OR TWO-FAMILY DWELLING RESIDENTIAL DEVELOPMENTS" IS ADDED AS FOLLOWS:

Section 503.1.2.1 One- or two-family dwelling residential developments. *Developments of one- or two-family dwellings where the number of dwelling units exceed thirty-nine (39) shall be provided with two (2) separate and approved fire apparatus access roads.*

SECTION 503.1.2.2 "REMOTENESS" IS ADDED AS FOLLOWS:

Section 503.1.2.2 Remoteness. *Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.*

Section 503.6.1 "ELECTRIFIED SECURITY FENCES" IS ADDED AS FOLLOWS:

Section 503.6.1 Electrified security fences. *Electrified security fences, where permitted by the building official of the municipality, must be approved by the fire code official prior to installation.*

SECTION 505.1 "ADDRESS IDENTIFICATION" IS AMENDED AS FOLLOWS:

Section 505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than *6* inches (*152.4* mm) high with a minimum stroke width of ½ inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where

access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained.

SECTION 505.1.1 "ILLUMINATION" IS ADDED AS FOLLOWS:

Section 505.1.1 Illumination. *Address identification shall be internally or externally illuminated on all new buildings and existing buildings undergoing alterations. An illuminated directory board shall be required at every entrance where deemed necessary by the fire code official.*

SECTION 507.1.1 "CONNECTION" IS ADDED AS FOLLOWS:

Section 507.1.1 Connection*. When required by the fire code official, buildings without a public water supply shall be connected to the public water supply once the public water supply becomes available.*

Exception: *Group R-3 and Group U occupancies.*

SECTION 507.5.1 "WHERE REQUIRED" IS AMENDED AS FOLLOWS:

Section 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than *300 feet (91.44* m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided where required by the fire code official.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).

SECTION 507.5.1.1 "HYDRANT FOR STANDPIPE SYSTEMS" IS AMENDED AS FOLLOWS:

Section 507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe installed in accordance with Section 905 shall have a fire hydrant within *40 feet (12,192* mm) of the fire department connection.

Exception: The distance shall be permitted to be increased up to 100 feet (30 480 mm) where approved by the fire code official.

SECTION 901.4.6 "PUMP AND RISER ROOM SIZE" IS AMENDED AS FOLLOWS:

Section 901.4.6 Pump and riser room size. *Approved fire pump rooms and/or automatic sprinkler system riser rooms shall be provided in all new buildings protected by an automatic sprinkler system. Fire* pump rooms and automatic sprinkler system riser rooms shall be designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent

construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required fire-resistance-rated assembly. Fire pump and automatic sprinkler system riser rooms shall be provided with doors and unobstructed passageways large enough to allow removal of the largest piece of equipment.

Exception: Group R-3 Occupancies.

SECTION 901.4.6.2 "MARKING ON ACCESS DOORS" IS AMENDED AS FOLLOWS:

Section 901.4.6.2 Marking on access doors. Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled with an approved sign. The lettering shall be in contrasting color to the background. Letters shall have a minimum height of *4* inches (101.6 mm) with a minimum stroke of *½* inch (*12.7* mm).

SECTION 901.4.6.4 "LIGHTING" IS AMENDED AS FOLLOWS:

901.4.6.4 Lighting. Permanently installed artificial illumination *and emergency illumination* shall be provided in the automatic sprinkler system riser rooms and fire pump fire control rooms.

SECTION 901.6.3.2 "ELECTRONIC FILING" IS ADDED AS FOLLOWS:

Section 901.6.3.2 Electronic filing. *When required by the fire code official, records of all system inspections, tests and maintenance required by the referenced standards and Title 19 of the California Code of Regulations shall be submitted to the fire code official electronically.*

SECTION 901.6.4 "QUALIFICATIONS" IS ADDED AS FOLLOWS:

Section 901.6.4 Qualifications. *All individuals or companies installing, repairing, testing, servicing or maintaining mechanical smoke removal systems, smoke and heat vents and other fire protection systems or appliances shall follow the state and local licensure regulations or have the appropriate license required by the California State Fire Marshal's Office.*

SECTION 903.2. "WHERE REQUIRED" IS AMENDED AS FOLLOWS:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.*20*. For the provisions of this section, portions of buildings separated by fire walls shall not be considered separate buildings.

Exception:

1. Non-combustible, detached canopies open on four sides not exceeding the basic allowable area in CBC Table 506.2 used exclusively for the parking or

storage of private or recreational vehicles and non-combustible storage (includes fuel islands).

SECTION 903.2.1.1 "GROUP A-1" IS AMENDED AS FOLLOWS:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds *3,599* square feet (*334.36* m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multi-theater complex

SECTION 903.2.1.2 "GROUP A-2" IS AMENDED AS FOLLOWS:

903.2.1.2 Group A-2. An automatic sprinkler system shall be provided throughout stories containing Group A-2 occupancies and throughout all stories from the Group A-2 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds *3,599* square feet (*334.36* m^2);
2. The fire area has an occupant load of 100 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,599 square feet (334.36 m^2), contains more than one fire area containing a Group A-2 occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

SECTION 903.2.1.3 "GROUP A-3" IS AMENDED AS FOLLOWS:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds *3,599* square feet (*334.36* m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The structure exceeds 3,599 square feet (334.36 m^2), contains more than one fire area containing exhibition and display rooms, and is separated into two or more buildings by fire walls of less than 4-hour fire-resistance rating without openings.

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SECTION 903.2.1.4 "GROUP A-4" IS AMENDED AS FOLLOWS:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds *3,599* square feet (*334.36* m^2).
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

SECTION 903.2.2.1 "GROUP B" IS ADDED AS FOLLOWS:

***Section 903.2.2.1 Group B**. An automatic sprinkler system shall be provided throughout stories containing Group B occupancies and throughout all stories from the Group B occupancy to and including the levels of exit discharge serving that occupancy where the fire area exceeds 3,599 square feet (334.36 m^2).*

SECTION 903.2.3 "GROUP E" IS AMENDED AS FOLLOWS:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than *3,599* square feet (*334.36*m^2) in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.

   Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.
3. The Group E fire area has an occupant load of 300 or more.
4. In rooms or areas with special hazards such as laboratories, vocational shops and other such areas where hazardous materials in quantities not exceeding the maximum allowable quantity are used or stored.
5. Throughout any Group E structure greater than 3,599 square feet (334.36 m^2) in area, which contains more than one fire area, and which is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.
6. For public school state funded construction projects see Section 903.2.19.
7. For public school campuses, Kindergarten through 12th grade, see Section 903.2.20

SECTION 903.2.4 "GROUP F-1" IS AMENDED AS FOLLOWS:

ATTACHMENT 15

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds *3,599* square feet (*334.36* m^2).
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds *3,599* square feet (*334.36* m^2).
4. A Group F-1 occupancy used for the manufacture of upholstered furniture or mattresses exceeds 2,500 square feet (232 m^2).

SECTION 903.2.7 "GROUP M" IS AMENDED AS FOLLOWS:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds *3,599* square feet (*334.36* m^2).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds *3,599* square feet (*334.36* m^2).
4. A Group M occupancy used for the display and sale of upholstered furniture or mattresses *3,599* square feet (*334.36* m^2).
5. The structure exceeds *3,599* square feet (*334.36* m^2), contains more than one fire area containing a Group M occupancy, and is separated into two or more buildings by fire walls of less than 4-hour fire resistance rating without openings.

SECTION 903.2.8.1.1 "GROUP R-3 MANUFACTURED HOUSING" IS ADDED AS FOLLOWS:

***Section 903.2.8.1.1 Group R-3 manufactured housing**. An automatic sprinkler system in accordance with Title 25 of the California Code of Regulations, shall be installed in new or used one and two-family manufactured homes, mobile homes, and multi-unit manufactured housing with two dwelling units where a fire sprinkler system would normally be required in any residential unit that could be built on the same site.*

SECTION 903.2.8.3 "GROUP R-4" IS AMENDED AS FOLLOWS:

903.2.8.3 Group R-4. An automatic sprinkler system installed in accordance with Section 903.3.1.*1* shall be *provided* in Group R-4 occupancies.

SECTION 903.2.9 "GROUP S-1" IS AMENDED AS FOLLOWS:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds *3,599* square feet (*334.36* m^2).

2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds *3,599* square feet (*334.36* m^2).
4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds *3,599* square feet (*334.36* m^2).
5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet (232 m^2).

SECTION 903.2.9.1 "REPAIR GARAGES" IS AMENDED AS FOLLOWS:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the California Building Code, as shown:

1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding *3,599* square feet (*334.36* m^2).
2. Buildings no more than one story above grade plane, with a fire area containing a repair garage exceeding *3,599* square feet (*334.36* m^2).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds *3,599* square feet (*334.36* m^2).

SECTION 903.2.10 "GROUP S-2 ENCLOSED PARKING GARAGES" IS AMENDED AS FOLLOWS:

903.2.10 Group S-2 enclosed parking garages. An automatic sprinkler system shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.4 as follows:

1. Where the fire area of the enclosed parking garage exceeds *3,599* square feet (*334.36* m^2); or
2. Where the enclosed parking garage is located beneath other groups.

   Exception: Enclosed parking garages located beneath Group R-3 occupancies.

SECTION 903.2.10.1 "COMMERCIAL PARKING GARAGES" IS AMENDED AS FOLLOWS:

903.2.10.1 Commercial parking garages. An automatic sprinkler system shall be provided throughout buildings used for storage of commercial motor vehicles where the fire area exceeds *3,599* square feet (*334.36* m^2).

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SECTION 903.2.18.1 "GROUP U PRIVATE GARAGES AND CARPORTS" IS ADDED AS FOLLOWS:

903.2.18.1 Group U private garages and carports. *Carports and garages within 6-feet of a Group R occupancy equipped with automatic fire sprinklers, shall be protected by fire sprinklers in accordance with NFPA 13D or NFPA 13, as applicable.*

SECTION 903.3.1.2 "NFPA 13R SPRINKLER SYSTEMS" IS DELETED

SECTION 903.3.8.4 "SUPERVISION" IS AMENDED AS FOLLOWS:

Section 903.3.8.4 Supervision. Control valves shall not be installed between the water supply and sprinklers unless the valves are of an approved indicating type that are supervised *and* secured in the open position.

SECTION 903.3.9 "FLOOR CONTROL VALVES" IS AMENDED AS FOLLOWS:

903.3.9 Floor control valves. Floor control valves and waterflow detection assemblies shall be installed at each floor *in multi-story buildings, at an approved location.*

> **Exception:** Group R-3 and R-3.1 occupancies floor control valves and waterflow detection assemblies shall not be required.

SECTION 903.4.2 "ALARMS" IS AMENDED AS FOLLOWS:

Section 903.4.2 Alarms. One exterior approved audible/*visual* device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

SECTION 903.4.3 "FLOOR CONTROL VALVES" IS AMENDED AS FOLLOWS:

Section 903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor in *multi-story buildings*.

SECTION 903.6 "WHERE REQUIRED IN EXISTING BUILDINGS AND STRUCTURES" IS AMENDED AS FOLLOWS:

Section 903.6 Where required in existing buildings and structures. An automatic sprinkler system shall be provided in existing buildings and structures where required in Chapter 11 *and as follows*:

1. *When there is a change in occupancy classification that results in an increased life safety or fire risk as determined by the fire code official and the structure*

exceeds 3,599 square feet (334.36 m2), an automatic fire sprinkler system shall be installed throughout the building.

2. *In existing buildings and structures exceeding 3,599 square feet (334.36 m^2), where the floor area of the building or structure is increased.*

   ***Exception**: When the building increase is to accommodate state mandated ADA improvements and is less than 500 (46.45 m^2) square feet.*

3. *In existing buildings and structures less than 3,600 (334.45 m^2) square feet, where the floor area of the building or structure is increased to exceed 3,599 square feet (334.36 m2).*

   ***Exception**: When the building increase is to accommodate state mandated ADA improvements and is less than 500 (46.45 m^2) square feet.*

SECTION 903.6.1 "MONITORING" IS ADDED AS FOLLOWS:

***Section 903.6.1 Monitoring.** When required by the fire code official, valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures, and water flow switches on all existing sprinkler systems shall be monitored by an approved supervising station.*

SECTION 1028.5.1 "EXIT DISCHARGE SURFACE" IS ADDED AS FOLLOWS:

***Section 1028.5.1 Exit discharge surface**. Exterior exit pathway surfaces shall be suitable for pedestrian use in inclement weather and shall terminate at a public way as defined in the California Building Code.*

SECTION 1206.2 "STATIONARY STORAGE BATTERY SYSTEMS" IS AMENDED AS FOLLOWS:

Section 1206.2 Stationary storage battery systems. Stationary storage battery systems having capacities exceeding the values shown in Table 1206.2 shall comply with *NFPA 855 and* Section 1206.2.1 through 1206.2.12.6, as applicable.

SECTION 1206.3 "CAPACITOR ENERGY STORAGE SYSTEMS" IS AMENDED AS FOLLOWS:

Section 1206.3 Capacitor energy storage systems. Capacitor energy storage systems having capacities exceeding 3 kWh (10.8 megajoules) shall comply with *NFPA 855 and* Sections 1206.3 through 1206.3.2.6.1.

SECTION 5003.9.1.2 "EMERGENCY RESPONSE SUPPORT INFORMATION" IS ADDED AS FOLLOWS:

***Section 5003.9.1.2 Emergency response support information**. Ready access to floor plans, safety data sheets (SDS), Hazardous Materials Management Plans (HMMP), Hazardous Material Inventory Statement (HMIS), shall be provided, as determined by the*

fire code official. This location may be in cabinets located outside the facilities or buildings. Information may be required in a specific electronic format.

Chapter 80 "REFERENCED STANDARDS" is amended as follows by the deletion of the following referenced standard:

~~*NFPA 13R—16: Standard for the Installation of Sprinkler Systems in Low-rise Residential Occupancies as amended**~~

Chapter 80 "REFERENCED STANDARDS" is amended as follows by the addition of the following referenced standard:

NFPA 855-20: Standard for the Installation of Stationary Energy Storage Systems. *1206.2, 1206.3*

APPENDIX B TABLE NO. B105.1 (1) "REQUIRED FIRE-FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES" IS AMENDED AS FOLLOWS:

TABLE NO. B105.1 (1)
REQUIRED FIRE-FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

FIRE FLOW CALCULATION AREA (square feet)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
0 – 3,600	No automatic sprinkler system	1000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1 (2)	Duration in Table B105.1 (2) at the required flow rate
0 – 3,600	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	*1000*	*1*
3,601 and greater	Section 903.3.1.3 of the California Fire Code or Section 313.3 of the California Residential Code	½-value in Table B105.1 (2)[a]	1

For SI: 1 square foot = 0.0929 m_2, 1 gallon per minute = 3.785 L/m.

a. The reduced fire-flow shall not be less than 1,000 gallons per minute for a duration of 1 hour.

SECTION B105.2 "BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES," IS AMENDED AS FOLLOWS:

Section B105.2 Buildings other than one- and two-Family dwellings, Group R-3 and R4 buildings and townhouses. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.2 and B105.1(2).

Exceptions:

1. Group B, S-2 and U occupancies having a floor area not exceeding 1,000 square feet, primarily constructed of noncombustible exterior walls with wood or steel roof framing, having a Class A roof assembly, with uses limited to the following or similar uses:
    1. California State Parks buildings of an accessory nature (restrooms).
    2. Safety roadside rest areas, (SRRA), public restrooms.
    3. Truck inspection facilities, (TIF), CHP office space and vehicle inspection bays.
    4. Sand/salt storage buildings, storage of sand and salt.
2. *Group U occupancies accessory to a one or two-family dwelling.*
3. *A reduction in required fire flow of up to 50 percent is permitted when the building is provided with an automatic sprinkler system approved pursuant installed in accordance with 903.3.1.1. The resulting fire flow shall not be less than 1500 gallons per minute (5677.5 L/min.).*
4. *A reduction in required fire flow of up to 75 percent is permitted for warehouse buildings of Type I, Type II, and Type III-B construction and provided with early suppression fast response fire sprinkler systems. The resulting fire flow shall not be less than 1500 gallons per minute (5677.5 L/min.).*

APPENDIX B, TABLE NO. B105.2, REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES IS AMENDED AS FOLLOWS:

TABLE NO. B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES [a]

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1 (2)	Duration in Table B105.1 (2)
Section 903.3.1.1 of the California Fire Code	*50*% of the Value in Table B105.1 (2)	Duration in Table B105.1 (2) at the reduced flow rate

a. The reduced fire flow shall not be less than *1,500* gallons per minute.

TABLE NO. C102.1 "REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS" IS AMENDED AS FOLLOWS:

TABLE NO. C102.1
REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS [e]

FIRE FLOW REQUIREMENT (gpm)	MINIMUM NO. OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS [a, b, d] (Ft.)	MAXIMUM DISTANCE FROM HYDRANT TO ANY POINT ON STREET OR ROADWAY FRONTAGE (Ft.)
1750 or less	1	*300*	*150*
1751-2250	2	*300*	*150*
2251-2750	3	*300*	*150*
2751-3250	3	*300*	*150*
3251-4000	4	*300*	*150*
4001-5000	5	300	*150*
5001-5500	6	300	*150*
5501-6000	6	250	150
6001-7000	7	250	150
7001or more	8 or more[c]	200	120

For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.

a. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes *or street width is in excess of 88 feet (26.82m),* hydrant spacing shall average *300* feet on each side of the street and be arranged on an alternating basis.

b. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet (305m) to provide for transportation hazards. *In addition, there shall be at least one hydrant at each intersection.*

c. One Hydrant for each 1,000 gallons per minute or fraction thereof.

d. Average spacing between fire hydrants may be extended to 500 feet (152.4m) on streets serving one and two-family dwellings.

e. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.

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SECTION C104.2 "SINGLE OUTLET FIRE HYDRANTS" IS ADDED AS FOLLOWS:

***Section C104.2 Single outlet fire hydrants**. Where required by the fire code official, existing single outlet 2 $^{1}/_{2}$ inch fire hydrants shall be changed to an approved steamer fire hydrant, when the following conditions occur:*

1. *The recoding of a tentative subdivision or parcel map.*
2. *A lot merger or split.*
3. *The modification of an existing structure resulting in an increased fire flow.*
4. *A change in occupancy type, use, or character of the building that results in an increased life safety or fire risk, as determined by the fire code official.*
5. *The construction of a new building.*

SECTION C104.3 "RIGHT OF WAY IMPROVEMENTS" IS ADDED AS FOLLOWS:

***Section C104.3 Right of way improvements**. Existing fire hydrants affected by right of way improvements shall be moved to an approved location.*

SECTION C106.1 "HYDRANT TYPE" IS ADDED AS FOLLOWS:

***Section C106.1 Hydrant type**. The fire code official shall approve the type of fire hydrants to be installed in public right of way or on private property prior to any such installation.*

17.04.060 Repeal of Conflicting Ordinances.

All former fire prevention ordinances or parts thereof conflicting or inconsistent with the provision of this ordinance or of the code hereby adopted are hereby repealed.

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FINDINGS

Section 2. In connection with the amendments enacted by Section 1 relating to the California Fire Code and its appendix, 2019 edition, the City of Rancho Cordova makes the following findings pursuant to Health and Safety Code Section 17958.5, 17958.7 and 18941.5. The changes are reasonably necessary because of local climatic, topographical or geological conditions.

The City of Rancho Cordova hereby adopt pursuant to Section 18941.5 of the California Health and Safety Code, the following findings of fact:

(a) Under this adopting ordinance, specific amendments have been established which are more restrictive of nature than those adopted by the State of California (State Buildings Standards Code, State Housing & Community Development Codes) commonly referred to as Title 24 & Title 25 of the California Code of Regulations. These amendments to the California Fire Code 2019 edition, have been recognized by the City of Rancho Cordova to address the fire problems, concerns and future direction by which the City can establish and maintain an environment which will afford a level of fire and life safety to all who live and work within its boundary.

(b) The International Code Council has assumed responsibility for the International Fire Code and International Fire Code Standards. The International Code Council provided a means for participation by all code enforcement officials from throughout the country as well as industry representatives, consultants, and other private parties with an interest in the International Fire Code.

(c) The International Fire Code, being the 2018 edition thereof, published by the International Code Council nationally recognized compilation of proposed rules, regulations and standards of said Association.

(d) Said International Fire Code has been printed and published as a Code in book form within the meaning of Section 50022.1 of the Government Code of the State of California.

(e) Under the provisions of Section 18941.5 of the Health and Safety Code, local amendments are based on climatic, topographical and geological conditions. The findings of fact contained herein address each of these situations and present the local situation, which either singularly or in combination, caused the aforementioned amendments to be adopted.

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LOCAL CONDITIONS

A. This amendment is justified on the basis of a local climatic condition. Rancho Cordova is subject to precipitation, relative humidity, temperature extremes, and high velocity winds.

1. Precipitation and relative humidity

a. Conditions

Precipitation ranges from 16 to 19 inches per year with an average of approximately 18.5 inches per year. Ninety-six (96) percent falls during the months of November through April and four (4) percent from May through October. This is a dry period of at least six (6) months each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from twenty-eight (28) to sixty-five (65) percent during spring, summer, fall, and from sixty (60) to ninety (90) percent in the winter. It occasionally falls as low as fifteen (15) percent.

b. Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush, and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely.

Due to dryness, a rapidly burning grass fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks, and embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

In the past, several consecutive years of drought conditions have occurred thus reducing available water supply. The drought conditions have led to lower water tables. Groundwater as well as surface supplies have all been affected. The degradation of water supplies reduces the efficiency of fixed fire protection systems as well as hampering fire suppression activities. As an example, in 1998, the City of Sacramento lowered its static water pressure from 50 psi to 30 psi.

The doubling of average rainfall called an "El Nino" event has occurred from time to time and does cause the grass to mature and grow in excess of six feet high before it dries out. Ten sq. feet of this type of fuel is equivalent to the explosive force of one gallon of gasoline.

Low-level fog (Tule Fog) is present throughout the winter months, which brings visibility to almost zero feet. The fog delays emergency responders and has caused numerous vehicle accidents including the December 11, 1997, Interstate 5 incident in Elk Grove which involved 36 vehicles and caused 31 casualties including 5 fatalities. The fog can also cause freezing and slick roadways

2. Temperature

   a. Condition

      Temperatures have been recorded as high as 115° F. Average summer highs are in the 90° range, with average maximums of 108° F.

   b. Impact

      The Sacramento region has extreme variations in weather patterns too. Summers are arid and warm, winters are cool to freezing, fall and spring can bring any combination of weather pattern together. It is this cyclical uncertainty that allows weather events such as the rapid melting of the snowpack which causes flooding in the low-lying valley areas of Rancho Cordova.

      High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building and wildland fires.

      Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass, and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more Fire District resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire District.

3. Winds

   a. Condition

      Prevailing winds in the area are from the south or southeast. However, winds are experienced from virtually every direction at one time or another. Velocities are generally in the six (6) mph to nine and one half (9.5) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to fifty-five (55) mph have been

registered locally. During the winter half of the year strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

b. Impact

Winds such as those experienced locally can and do cause fires, both interior and exterior, to burn and spread rapidly. Fires involving non-irrigated weeds, grass, and brush can grow to a magnitude and be fanned to intensity beyond the control capabilities of the Fire District very quickly even by relatively moderate winds. During wood shake and shingle roof fires, or exposure fires, winds can carry sparks and burning brands to other structures, thus spreading the fire and causing conflagrations. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles. In building fires, winds can literally force fires back into the building and can create a blow torch effect, in addition to preventing “natural” ventilation and cross-ventilation efforts.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by the Fire District on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials. Buildings with inadequately separated interior areas or lacking automatic fire protection systems are also at risk.

Throughout the District, homes are being built within grass and brush covered rural areas creating an urban interface environment. Combustible weeds on vacant lots, coupled with windy conditions can be a recipe for disaster. Throughout the State of California, large catastrophic fires in these urban interface environments have resulted in loss of life and property at an increasing rate.

B. This amendment is justified on the basis of a local geologic condition. Rancho Cordova is subject to seismicity as it is located within in seismic zone 3 (major damage capability). Faults within this area are (1) Rescue Lineament-Bear Mountain Fault; (2) San Joaquin Fault; (3) Vacca-Kirby Fault; (4) Greenville Fault; and (5) Dunnigan Hills Fault.

Rancho Cordova is bisected by major transportation corridors including Interstate 80 which traverses in an east/west direction and is bisected by both Highway 99 and Interstate 5. The Sacramento Metropolitan Fire District and The Cosumnes

Fire Department serve a combined population in excess of 923,000 residents and over 500 square miles. There are 2 major rail lines which run through the Districts. An overpass or underpass crossing collapse would significantly increase response time for fire and emergency vehicles and hinder mutual aid efforts. This is due to the limited crossings of the major highways and rail lines.

Earthquakes of the magnitude experienced locally can cause major damage to electrical transmission facilities, which, in turn, cause power failures while at the same time starting fires throughout the Fire Districts. The occurrence of multiple fires will quickly deplete existing fire districts resources; thereby reducing and/or delaying their response to any given fire. Additionally, without electrical power, elevators, smoke management systems, lighting systems, alarm systems, and other electrical equipment urgently needed for building evacuation and fire control in large buildings without emergency generator systems would be inoperative, thereby resulting in loss of life and/or major fire losses in such buildings.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires

C. This amendment is justified on the basis of a local topographic condition. Rancho Cordova is subject to increased vegetation, varied surface features, hazardous building operations, increased landscaping and terrain risk factors.

1. Vegetation

   Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six (6) to eight (8) months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout the Fire Districts, especially in those fully developed areas and those areas marked for future development.

   Development continues to extend from the urban core into grass-covered areas and brush/tree covered canyons, such as the American River Parkway, where every 20-percent increase in slope doubles the rate of fire spread.

2. Surface features

   The Districts are bisected by the Union Pacific mainline running north/south with an average of eighteen to twenty-four trips daily and with the ability to increase the trips significantly without prior notice to the District. Underground pipelines run parallel to the mainline in a north/south direction in the western portion of the district and carry liquid petroleum, and natural gases under high pressure. It is reasonably foreseeable that this bisection of the Districts by the railroad track could result in the reduction of response time for fire and emergency vehicles in the event a

train is traveling on the railroad track at the time of a fire or other emergency.

3. Buildings, landscaping, and terrain

The Districts include several topographical features, including major rivers and creeks, aqueducts, lakes, sloughs, natural parkways, open space, bridges/overpasses, freeways, railroad tracks, drainage canals, and sprawling industrial facilities, such as Suburban Propane, Apple Computer, Ampaq, and McClellan Park. Traffic has to be channeled around several of these topographical features and limitations, which creates traffic congestion and delays in emergency response. In the event of an accident or other emergency at one of the key points of intersection between a road and river or freeway, sections of the Districts could be isolated or response times could be significantly increased so as to increase the risk of injury or damage. These features are located between many of the District's fire stations.

Preservation of wetland areas, natural parkways, riparian corridors along rivers/streams, vernal pools, open space and endangered species habitats have all contributed to access problems as well as exemption from vegetation abatement programs. These situations, though very environmentally important, do increase the demands on the fire service due to the extreme fire hazard created by fuel loading and limited access. Reduced available infrastructure features, such as roads, water supplies, and fire protection, hamper the effectiveness of fire response resources. These rural areas are subject to a higher degree of risk without mitigation measures.

Intricate levee systems hold back a portion of the floodwater. However, significant flooding has occurred in many of the Districts' low lying areas where soil conditions are not conducive to rapid infiltration. Localized street flooding has occurred near creeks which make access for fire-fighting equipment difficult.

The above local topographical conditions impede emergency response activities and increase response times. Public Safety resources would have to be prioritized to mitigate the greatest threat and may likely be unavailable for smaller single dwelling or structure fires.

Additional variables that may negatively impact emergency response:

1. The extent of damage to the water system.
2. The extents of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic conditions (hot, dry weather with high winds).

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5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
105.6.4	Carnivals and fairs		X			Administrative
106.6	Cost recovery fees			X		Administrative
109.1	Board of Appeals		X			Administrative
110.4	Violation Penalties		X			Administrative
110.4.2	Citations			X		Administrative
110.4.3	California Bail Schedule			X		Administrative
112.4	Failure to comply		X			Administrative
202	Definitions		X	X		Administrative
503.1.2.1	One or two-family dwelling residential developments			X		B, C2
503.1.2.2	Remoteness			X		B, C2
503.6.1	Electrified fences			X		Administrative
505.1	Address identification		X			A1
505.1.1	Illumination			X		A1
507.1.1	Connection			X		A2, A3, C1
507.5.1	Where required		X			A2, A3, C1
507.5.1.1	Hydrant for standpipe systems		X			A2, A3, C1
901.4.6	Pump and riser room size		X			A1, A2
901.4.6.2	Marking on access doors		X			A1

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901.4.6.4	Lighting		X			A3, B
901.6.3.2	Electronic filing			X		Administrative
Section	**Title**	**Adopted from CFC**	**Amended from CFC**	**Added to CFC**	**Deleted from CFC**	**Justification**
901.6.4	Qualifications			X		Administrative
903.2	Where required		X			A2, A3, B, C1, C2, C3
903.2.1.1	Group A-1		X			A2, A3, B, C1, C2, C3
903.2.1.2	Group A-2		X			A2, A3, B, C1, C2, C3
903.2.1.3	Group A-3		X			A2, A3, B, C1, C2, C3
903.2.1.4	Group A-4		X			A2, A3, B, C1, C2, C3
903.2.2.1	Group B			X		A2, A3, B, C1, C2, C3
903.2.3	Group E		X			A2, A3, B, C1, C2, C3
903.2.4	Group F-1		X			A2, A3, B, C1, C2, C3
903.2.7	Group M		X			A2, A3, B, C1, C2, C3
903.2.8.1.1	Group R-3 manufactured housing			X		A2, A3, B, C1, C2, C3
903.2.8.3	Group R-4		X			A2, A3, B, C1, C2, C3
903.2.9	Group S-1		X			A2, A3, B, C1, C2, C3
903.2.9.1	Repair garages		X			A2, A3, B, C1, C2, C3
903.2.10	Group S-2 enclosed parking garages		X			A2, A3, B, C1, C2, C3
903.2.10.1	Commercial parking garages		X			A2, A3, B, C1, C2, C3
903.2.18	Group U private garages and carports accessory to Group R-3 occupancies		X			A2, A3, B, C1, C2, C3
903.3.1.2	NFPA 13R sprinkler systems				X	A2, A3, B, C1, C2, C3
903.3.8.4	Supervision		X			B, C2, C3

ATTACHMENT 15

Section	Title	Adopted from CFC	Amended from CFC	Added to CFC	Deleted from CFC	Justification
903.3.9	Floor control valves		X			B, C2, C3
903.4.2	Alarms		X			A1, B, C2, C3
903.4.3	Floor control valves		X			B, C2, C3
903.6	Where required		X			A1, A3, C1, C2, C3
903.6.1	Monitoring			X		B, C2, C3
1028.5.1	Exit discharge surface			X		A1
1206.2	Stationary storage battery systems		X			Administrative
1206.3	Capacitor energy storage systems		X			Administrative
5003.9.1.2	Emergency response support information			X		Administrative
Chapter 80	Reference standards		X			Administrative
Appendix B, Table B105.1(1)	Required fire flow for one and two-family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix B, B105.2	Buildings other than one and two-family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix B, Table B105.2	Required fire flow for buildings other than one and two-family dwellings, Group R-3 and R-4 buildings and townhouses		X			A2, A3, B, C1, C2, C3
Appendix C, Table C102.1	Required number and spacing of fire hydrants		X			A2, A3, B, C1, C2, C3
Appendix C, C104.2	Single outlet fire hydrants			X		A2, A3, B, C1, C2, C3
Appendix C, C104.3	Right of way improvements			X		A2, A3, B, C1, C2, C3
Appendix C, C106.1	Hydrant type			X		A2, A3, B, C1, C2, C3

(f) Based on these local climatic, topographical and geological conditions, the amendments to the 2019 California Fire Code as specified in this ordinance are considered reasonable and necessary modifications to the requirements established pursuant to Section 18941.5. While it is clearly understood that the adoption of such amendments may not prevent the incidence of fire, the implementation of these various amendments to the code attempt to reduce the severity and potential loss of life, property and protection of the environment.

ATTACHMENT 15

(g) California Health and Safety Code Section 17958.7 requires that the modifications or change be expressly marked and identified as to which each finding refers. Therefore, the City of Rancho Cordova finds that the attached table provides code sections that have been modified which are building standards as defined in Health and Safety Code Section 18909, and the associated conditions for modification due to local climatic, geological and topographical reasons.

Section 3. Severability

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

Section 4. Effective Date and Publication

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 18th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney

SUBJECT: **DISCUSSION AND POSSIBLE DIRECTION FOR LOCAL REGULATIONS REGARDING VAPING AND SMOKELESS TOBACCO PRODUCTS**

RECOMMENDATION

Review existing vaping and smokeless tobacco-related regulations, receive presentation regarding additional regulatory options, and discuss and provide direction regarding same.

RESULT OF RECOMMENDED ACTION

Understand the existing regulatory landscape and options for local regulation and provide direction regarding same.

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou, Administrative Services Director

SUBJECT: FISCAL YEAR 2018-19 PRELIMINARY YEAR-END FINANCIAL REPORT AND BUDGET AMENDMENT

RECOMMENDATION

This report is for both informational purposes and requesting action. It is recommended that the City Council receive the Fiscal Year 2018-19 Preliminary Year-End Financial Report and Adopt a Resolution (Attachment 2) amending the Fiscal Year 2018-19 Budget.

RESULT OF RECOMMENDED ACTION

The Fiscal Year 2018-19 Preliminary Year-End Financial Report provides the City Council with the City's unaudited financial performance for the most recent fiscal year prior to receiving the audited Comprehensive Annual Financial Report (CAFR) later in the year. It also provides the City Council with the opportunity to authorize the proposed budget amendments for the June 30, 2019 fiscal year.

BACKGROUND

The City Council approved Operating Budget serves as the annual plan and resource allocation that guides and ensures implementation of City Council policies and priorities. The budget implements the vision and direction for the range of services that meet the needs of the community.

City finances ended the 2018-19 fiscal year on a positive note with a year-end surplus. Overall, City revenues surpassed expectations and once again achieved record highs. City expenditures ended the year just above budget as a result of the write-off of a couple of loans that were not anticipated in the original budget. The attached 2018-19 Preliminary Year-End Financial Report (Attachment 1) provides the revenue and expenditure summary for the General Fund, the City's primary operating fund. It is important to note that these numbers are preliminary and may change as the City completes the process of closing out the 2018-19 fiscal year and audit process over the next month.

General Fund

The 2018-19 General Fund revenues came in just below $57.4 million, the highest level that General Fund revenues have reached and $4.6 million over the prior fiscal year. This record revenue level was driven by the City's tax revenues, with higher than anticipated property tax, sales tax, and transient occupancy tax. The City's property tax revenues benefitted from the addition of $700,000 in unanticipated revenue from the Redevelopment Property Tax Trust

Fund (RPTTF), the second year in which the City has received a significant disbursement from this revenue source. Sales tax came in $1.8 million over budget and is attributable to two key factors:

- Continuing misallocations and timing delays in the remittance of sales tax that result from the State Board of Equalization's new software system. The City received approximately $1.1 million of sales tax revenue in 2018-19 that was attributable to the prior year.
- Extraordinary growth from new and/or growing businesses in the City along with growth in the County Pool accounted for nearly another $800,000 of the unanticipated overage.

Many of the City's other revenue categories experienced higher than anticipated revenues including franchise fees, building permit fees, interest earnings, and fines resulting from cannabis enforcement. The year-end revenue figures are in line with projections made during the 2019-21 budget process and necessitate the proposed budget amendments to revenue.

The 2018-19 General Fund expenditures ended the year at just under $51.6 million, which is over the 2018-19 expenditure budget. This overage is primarily the result of the forgiveness of two General Fund loans; Mather Veteran's Village loan in the amount of $330,000 and the Chamber of Commerce loan in the amount of $192,000. In addition, the City purchased 10545 Folsom Blvd. from the former Redevelopment Agency for $165,000 during the fiscal year. A General Fund budget amendment in the amount of $200,000 is necessary to account for these unanticipated expenditures.

The preliminary General Fund budget surplus at fiscal year-end totals $5.7 million. This one-time surplus provides an opportunity for evaluation of opportunities for the use of surplus funds. The proposed budget amendment recommends allocating $2.5 million of the General Fund surplus to the City's Road Rehabilitation Program (Infrastructure Fund), $1.2 million to the Capital Facilities Fund, and the other $2 million to the City's IT Initiatives Project (Technology Fund) to fund the acquisition of the City's new document management system and Finance ERP system. These proposed budget amendments were anticipated when the 2019-21 budget was prepared to reduce the demand on future resources.

Community Enhancement Fund

The City's ½ cent Community Enhancement Fund sales tax revenues totaled $8.7 million, significantly higher than the $8.1 million budget originally anticipated. Similar to the General Fund sales tax revenue situation described above, CEF revenues were similarly impacted by timing impacts from the SBOE and unanticipated growth from emerging/growing businesses.

On the expenditure side, a total of $7.7 million was expended. This amount is also well under budget but does include sizeable payments made in support of commitments to girls' softball from the CEF Legacy set aside.

FISCAL IMPACT

The proposed budget amendment for the General Fund would increase revenues by $5.7 million to $57.3 million and increase expenditures by $5.9 million to $57.3 million. The proposed budget amendment would provide additional expenditure authority to cover $200,000 in increased operating costs resulting from the forgiveness of loans and transfer additional funding to the City's Road Rehabiliation Program, Capital Facilities Fund, and IT Initiatives Project.

The other proposed budget amendments in various special revenue, capital, enterprise, and internal service funds adjust the budget for additional revenues, expenditures, and depreciation costs that were not anticipated in the orginal budget.

ATTACHMENTS

1) Fiscal Year 2018-19 General Fund Financial Summary
2) Resolution Approving Fiscal Year 2018-19 Budget Amendments
3) Exhibit A to the Resolution – Proposed Expenditure Budget Amendments

City of Rancho Cordova
General Fund
Fiscal Year Ending June 30, 2019

CATEGORY	FY 2015/16 Actual	FY 2016/17 Actual	FY 2017/18 Actual	FY 2018/19 Budget	FY 2018/19 Projected in May 2019	FY 2018/19 Preliminary Actual
REVENUES						
Taxes	37,341,161	38,690,197	41,404,171	40,000,600	42,600,900	43,598,073
Franchise Fees	1,907,022	2,013,872	2,116,694	1,821,000	2,169,400	2,058,391
Licenses, Permits and Fees	3,534,448	3,547,415	3,177,989	2,523,900	3,109,600	3,253,997
Fines and Forfeitures	1,548,701	1,656,526	1,549,953	1,548,400	1,627,500	1,759,319
Use of Money and Property	669,745	860,732	501,253	710,000	1,224,100	1,194,683
Intergovernmental	1,303,666	838,766	483,437	543,900	525,600	742,246
Charges for Services	3,664,999	3,593,869	3,307,487	4,127,000	4,259,900	4,407,121
Other Revenues	476,133	17,548	96,354	37,600	56,500	83,308
Transfers In	100,000	100,032	100,000	282,100	286,100	276,048
TOTAL GENERAL FUND REVENUE	**$ 50,545,875**	**$ 51,318,956**	**$ 52,737,338**	**$ 51,594,500**	**$ 55,859,600**	**$ 57,373,184**
EXPENDITURES						
Personnel Costs	7,219,022	7,380,546	6,743,728	8,054,400	8,117,712	8,061,134
Operating Costs	28,003,023	29,131,117	28,613,146	28,729,800	29,455,673	29,494,492
Debt Service/Revenue Neutrality	8,082,766	8,489,190	8,632,032	10,096,100	11,818,900	9,060,042
Capital Investment	310,088	309,752	2,788,834	-	185,000	178,327
Transfers Out	6,302,194	1,205,270	5,640,552	4,527,600	5,433,100	4,827,720
Extraordinary (Gain)/Loss		4,725,310				
TOTAL GENERAL FUND EXPENDITURE	**$ 49,917,094**	**$ 51,241,185**	**$ 52,418,293**	**$ 51,407,900**	**$ 55,010,385**	**$ 51,621,716**
REVENUES OVER EXPENDITURES	**$ 628,781**	**$ 77,771**	**$ 319,045**	**$ 186,600**	**$ 849,215**	**$ 5,751,469**

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING THE OPERATING BUDGET FOR THE FISCAL YEAR 2018-19

RECITALS

WHEREAS, the City Manager has submitted to the City Council of Rancho Cordova a Fiscal Year 2017-19 Proposed Budget; and

WHEREAS, after examination, deliberation and due consideration, the City Council has approved the same with the passage of Resolution No. 84-2017; and

WHEREAS, to keep the budget current it becomes necessary to amend the budget and various schedules on a periodic basis as events necessitate; and

WHEREAS, the Fiscal Year 2018-19 will be amended as shown on the attached Exhibit A:

DECISION

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

1. The Fiscal Years 2018-19 Adopted Budget is hereby amended to incorporate the adjustments on the attached Schedule of Proposed Budget Amendments.

2. That the amounts stated in the Schedule of Proposed Budget Amendments shall become and thereafter be appropriated to funds stated therein and said monies are hereby appropriated; and

3. The City Manager is authorized to approve expenditure adjustments within individual funds so long as the total appropriated within each major fund is not exceeded.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

ATTACHMENT 3
Exhibit A to the Resolution

City of Rancho Cordova
Proposed Expenditure Budget Adjustments
Fiscal Year 2018-19

Fund	Fund Name	Original Adopted Revenue Budget	Proposed Adjustment	Proposed Final Revenue Budget	Description of Adjustment
General Fund:					
1000	General Fund	$ 51,594,500	$ 5,720,331	$ 57,314,831	Revenues received higher than anticipated: Taxes: $3,480,000 Franchise Fees: $200,000 Licenses, Permits, and Fees: $650,000 Fines and Forefeitures: $350,000 Use of Money & Property: $1,040,331
Special Revenue Funds:					
2310	Federal Grants	1,909,000	3,000,000	4,909,000	Amend the budget for grant monies allocated to Folsom Blvd Phase IV & Rod Beaudry-Routier Bikeway
2320	State Grants	130,000	616,000	746,000	Amend for grant monies allocated to the Cordova Creek Trail, Olson Island Plan & Safe Routes to School
3100	Capital Facilities	-		-	
3200	Infrastructure Replacement	-	2,000,000	2,000,000	Amend for proposed transfer in of $2 million of General Fund surplus funds
Internal Service Funds:					
7200	Technology Fund	1,836,500	2,000,000	3,836,500	Amend for proposed transfer in of $2 million of General Fund surplus funds

Fund	Fund Name	Original Adopted Expenditure Budget	Proposed Adjustment	Proposed Final Expenditure Budget	Description of Adjustment
General Fund:					
1000	General Fund	$ 51,407,900	$ 5,900,000	$ 57,307,900	Budget amendment for loan write-offs: $200K Transfer of General Fund Surplus: - Road Rehabilitation Project: $2.5 million - Capital Facilities Fund: $1.2 million - IT Initiatives Project: $2 million
Special Revenue Funds:					
2200	Community Facility Impact Fee	378,800	21,200	400,000	Slight increase in administrative costs
2204	Library Impact Fee	8,200	1,800	10,000	Slight increase in administrative costs
2225	Park Renovation Impact Fees	6,000	2,000	8,000	Slight increase in administrative costs
2242	SD Interim Sewer Impact Fee	-	260,000	260,000	Reimbursement for developer constructed facilities per contract 142-2006
2245	SD Suppl Offsite Water Impact Fee	235,100	164,900	400,000	Record impact fee credits
2246	SD Traffic Mitigation Impact Fee	950,000	2,600,000	3,550,000	amend for fee credits for White Rock Road
2270	Street Cut Fee	-	1,000	1,000	
2286	CFD 2018-2	-	5,000	5,000	Professional services exp

ATTACHMENT 3
Exhibit A to the Resolution

City of Rancho Cordova
Proposed Expenditure Budget Adjustments
Fiscal Year 2018-19

Fund	Fund Name	Original Adopted Revenue Budget	Proposed Adjustment	Proposed Final Revenue Budget	Description of Adjustment
2310	Federal Grants	1,909,000	3,000,000	4,909,000	Amend grant monies spent on Folsom Blvd Phase IV & Rod Beaudry-Routier Bikeway
2320	State Grants	130,000	1,150,000	1,280,000	Amend for monies spent on police training and supplies from the COPS grant, and public works activities on the Cordova Creek Trail, Olson Island Plan & Safe Routes to School
2423	New Measure A Construction	592,000	1,800,000	2,392,000	Amend for grant monies spent on Folsom Blvd Phase IV & Folsom Blvd. sidewalks
2440	Trans Dev Act Fund	-	125,000	125,000	Amend for monies spent on Rod Beaudry-Routier Bikeway & Rancho Cordova Elementary Bike & Ped
2800	CFD 2013-2 Police Services	-	5,000	5,000	Nominal costs associated with an annexation to the district
9190	Successor Housing Agency	-	175,000	175,000	Amend for the additional City contribution to MVV II
Capital Funds:					
3200	Infrastructure	-	200,000	200,000	Amend for monies spent on Ped, ADA & Safety Improvements Mather
Enterprise Funds:					
5100	Kilgore Cemetery	86,200	9,000	95,200	Amend for the Greeen Valley Mortuary contract
5300	Storm Drain	2,951,400	5,700,000	8,651,400	To budget for depreciation of assets
5350	Storm Water Utility II	41,000	45,000	86,000	To budget for depreciation of assets

MEMORANDUM

DATE: November 4, 2019

TO: Honorable Mayor and Council Members

FROM: Stacy Leitner, City Clerk

SUBJECT: **2020 CITY COUNCIL MEETING SCHEDULE**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Confirm the 2020 Rancho Cordova City Council meeting schedule.

BACKGROUND

To ensure maximum attendance of council members and the community in our legislative process we set our meeting schedule well in advance. We also constantly monitor local, state, and national events, including the League of California Cities, the National League of Cities, the Cordova Community Council, Rancho Cordova Chamber of Commerce, and various other events and conferences that the council and the community may be participating in so that we avoid conflicts.

As part of its annual business planning for the upcoming year, the City Council reviews the next year's calendar and determines its meeting schedule for the following year. Exhibit A to the attached Resolution is the proposed City Council Meeting dates for 2020.

The attached calendar is created in Outlook and automatically is added to calendars of all City Council Member and staff who have requested it. The City Clerk's department constantly monitors the calendar for accuracy and makes instant updates to the master calendar which then updates City Council and Staff Outlook calendars.

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution - Proposed 2020 City Council Meeting Schedule
3. 2020 Outlook City Hall Events Calendar

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, CONFIRMING THE 2020 CITY COUNCIL MEETING SCHEDULE

WHEREAS, Government Code Section 54954 provides that the legislative body of a local agency may establish the time and place for regular meetings by Resolution; and

WHEREAS, Resolution No. 18-2010 set the time and place for Regular meetings as 5:30 PM on the first and third Monday of the month, provided that if a regular meeting date is an official holiday, the meeting will be held on the following day; and

WHEREAS, in order to ensure maximum attendance of Council Members and the community in our legislative process the City is setting its City Council meeting schedule for the calendar year 2020.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA sets its 2020 City Council meeting schedule as outlined in the attached Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 4th day of November, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Stacy Leitner, CMC, City Clerk

Proposed 2020 Rancho Cordova City Council Meeting Schedule

JANUARY 2020	
Monday, January 6	3:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, January 21	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, January 28	5:30 PM Special Meeting/Work Session
FEBRUARY 2020	
Monday, February 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, February 18	5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, February 25	5:30 PM Special Meeting/Work Session
MARCH 2020	
Monday, March 2	5:30 PM Regular Meeting
Monday, March 16	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, March 24	5:30 PM Special Meeting/Work Session
APRIL 2020	
Monday, April 6	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, April 14	5:30 PM Special Meeting/Work Session
Monday, April 20	5:30 PM Regular Meeting
MAY 2020	
Monday, May 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, May 12	5:30 PM Special Meeting/Work Session
Monday, May 18	5:30 PM Regular Meeting
JUNE 2020	
Monday, June 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, June 15	5:30 PM Regular Meeting
Tuesday, June 23	5:30 PM Special Meeting/Work Session
JULY 2020	
Monday, July 6	4:00 PM Special Meeting 5:30 PM Regular Meeting
AUGUST 2020	
Monday, August 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, August 17	5:30 PM Regular Meeting
Tuesday, August 25	5:30 PM Special Meeting/Work Session

SEPTEMBER 2020	
Tuesday, September 8	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Holiday)
Monday, September 21	5:30 PM Regular Meeting
Monday, September 29	5:30 PM Special Meeting/Work Session
OCTOBER 2020	
Monday, October 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, October 13	5:30 PM Special Meeting/Closed Session for City Manager Evaluation
Monday, October 19	5:30 PM Regular Meeting
Tuesday, October 27	5:30 PM Special Meeting/Closed Session for City Manager Evaluation – ONLY IF NEEDED
NOVEMBER 2020	
Monday, November 2	5:30 PM Regular Meeting
Tuesday, November 10	5:30 PM Special Meeting/Work Session
Monday, November 16	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
DECEMBER 2020	
Monday, December 7	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 15	5:30 PM Special Meeting/Work Session
Monday, December 21	5:30 PM Regular Meeting

January 2020

January 2020

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 29	30	31	Jan 1, 20 FCUSD, SCUSD, EGUSD Closed - Winter Break New Year's Day Holiday - City Hall Closed	2	3 Pay Day	4
5	6 3:00pm City Council Special Meeting (3:00 p.m.) and Regular Meeting (5:30 p.m.) (Ameriucan River	7	8 9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation	9 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	10 Timesheets Due	11
12	13 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium, 1400	14	15	16 9:30am Sacramento Area Council of Governments (SACOG) Board Meeting (SACOG	17 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	18
19	20 Martin Luther King Day	21 10:00am Sacramento-Yolo Mosquito & Vector 5:30pm City Council Regular Meeting	22 US Conference of Mayors Winter Meeting (Washington, DC) 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	23 9:00am Sacramento Metropolitan Air 11:00am CCC: Rhythm 3:00pm Sacramento	24 Timesheets Due 8:30am Capital SouthEast Connector JPA (Rancho Cordova	25
26	27 11:30am South Sacramento 11:30am South Sacramento 5:30pm Sacramento	28 CA Society of Municipal Finance Officers Conference (Anaheim, CA) 5:30pm City Council Special Meeting/Work Session (5:30 p.m.)	29	30 5:30pm CCC: Art Reception (Rancho Cordova Clty Hall)	31 Pay Day 7:30am Business Outlook & Economic Forecast (Marriott	Feb 1

AGENDA ITEM 16.6

February 2020

February 2020

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 26	27	28	29	30	31	Feb 1
2	3 4:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River	4	5 LoCC City Managers Conference (Napa, CA) 5:30pm LAFCo Board Meeting (County of Sacramento Admin Building)	6	7 Timesheets Due	8
9	10 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium, 1400	11	12 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	13 1:30pm Sacramento Transportation Authority (STA) Board 6:00pm FCUSD Board Meeting (FCUSD,	14 Pay Day Valentine's Day	15
16	17 Presidents Day - Holiday	18 10:00am Sacramento-Yolo Mosquito & Vector 5:30pm City Council Regular Meeting	19	20 9:30am Sacramento Area Council of Governments (SACOG) Board Meeting (SACOG	21 Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	22
23	24 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium), 1400	25 5:30pm City Council Special Meeting/Work Session (5:30 p.m.) (American River	26 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	27 9:00am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board	28 Pay Day 8:30am Capital SouthEast Connector JPA (Rancho Cordova City Hall)	29 Vote Center - Rancho Co →

March 2020

March 2020

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 1 ← From Feb 29	2 Vote Center - Rancho Cordova City Hall 5:00pm City Council Regular Meeting (5:30 p.m.) (American River North, Council	3 Great Place to Work Conference (Marriott Marquis San Francisco) Election Day	4 5:30pm LAFCo Board	5 Yosemite Policymakers Conference	6 Timesheets Due	7
8 Yosemite Policymakers Cor	9 5:30pm Sacramento NLC Congressional City Conference (Washington, DC)	10	11 9:00am Sacramento 9:30am Sacramento Regional Sanitation District/Sacramento	12 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	13 SXSW Conference (Austin, TX) Pay Day	14
15 SXSW Conference (Austin, TX)	16 4:00pm City Council Special Meeting (4:00 p.m.) Regular Meeting (5:30 p.m.)	17 St Patrick's Day 10:00am Sacramento-Yolo Mosquito & Vector Control District Board	18	19 9:30am Sacramento Area Council of Governments (SACOG) Board Meeting (SACOG	20 Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	21
22	23 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium), 1400	24 5:30pm City Council Special Meeting/Work Session (5:30 p.m.) (American River	25 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	26 9:00am Sacramento Metropolitan Air 3:00pm Sacramento Public Library 6:00pm FCUSD Board	27 Pay Day 8:30am Capital SouthEast Connector JPA (Rancho Cordova City Hall)	28
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April 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 29	30	31	Apr 1 5:30pm LAFCo Board Meeting (County of Sacramento Admin Building)	2	3 Timesheets Due	4
5	6 FCUSD, EGUSD & SCUSD - Closed - Spring Break 4:00pm City Council Special Meeting (4:00	7	8 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	9 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	10 Pay Day	11
12 Easter	13 FCUSD - Closed - Spring Break 5:30pm Sacramento Regional Transit (RT) Board Meeting	14 5:30pm City Council Special Meeting/Work Session (5:30 p.m.) (American River	15 9:00am CCAC Annual Conference (Burlingame, CA)	16 9:30am Sacramento Area Council of Governments (SACOG) Board	17 9:30am Timesheets Due 11:30am Rancho Cordova Luncheon (American River	18
19	20 5:30pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)	21 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk	22 LCC Legislative Action Day (Sacramento) 9:30am Sacramento Regional Sanitation District/Sacramento	23 9:00am Sacramento Metropolitan Air Quality Management 3:00pm Sacramento Public Library	24 Pay Day 8:30am Capital SouthEast Connector JPA (Rancho Cordova City Hall)	25 Cap-to-Cap (Washington, DC
26 Cap-to-Cap (Washington, DC)	27 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	28	29	30	May 1	2

AGENDA ITEM 16.6

May 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 26	27	28	29	30	May 1 Timesheets Due	2 8:30am Rancho Cordova Community Golf Classic (Woodcreek Golf Club)
3	4 4:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.)	5 TLG Alliance for Innovation Conference (Phoenix, AZ) Cinco de Mayo	6 5:30pm LAFCo Board Meeting (County of Sacramento Admin	7	8 Pay Day	9
10	11 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	12 5:30pm City Council Special Meeting/Work Session (5:30 p.m.)	13 9:00am Sacramento Central Groundwater 9:30am Sacramento Regional Sanitation	14 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento	15 Timesheets Due 11:30am Rancho Cordova Luncheon (American River	16
17	18 Government Finance Officers Association Annual Conference (New Orleans, LA) 5:30pm City Council Regular Meeting (5:30 p.m.) (Council	19 10:00am Sacramento-Yolo Mosquito & Vector	20	21 9:30am Sacramento Area Council of Governments (SACOG) Board	22 Pay Day 8:30am Capital SouthEast Connector JPA (Rancho Cordova	23
24	25 Memorial Day Holiday - City Hall Closed 5:30pm Sacramento Regional Transit (RT)	26	27 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	28 9:00am Sacramento Metropolitan Air 3:00pm Sacramento Public Library	29 Timesheets Due	30
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June 2020

June 2020

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July 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 31	Jun 1 4:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River	2	3 5:30pm LAFCo Board Meeting (County of Sacramento Admin Building)	4	5 National Civic League/All America City Conference (Denver, C Pay Day	6
7 National Civic League/All A	8 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium, 1400	9	10 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	11 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	12 US Conference of Mayors Annual Meeting (Austin, TX) Timesheets Due	13
14 US Conference of Mayors Annual Meeting (Austin, TX)	15 5:30pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)	16 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk	17 LCC Mayors & Councilmembers Executive Forum & Advanced Leadership Workshops (Mor	18 9:30am Sacramento Area Council of Governments (SACOG) Board	19 Pay Day 11:30am Rancho Cordova Luncheon (American River	20
21	22 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium), 1400	23 5:30pm City Council Special Meeting/Work Session (5:30 p.m.) (American River	24 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	25 9:00am Sacramento Metropolitan Air Quality Management 3:00pm Sacramento Public Library	26 Timesheets Due 8:30am Capital SouthEast Connector JPA (Rancho Cordova City Hall)	27
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July 2020

July 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1 City of Rancho Cordova Anniversary (Incorporated 2003) 5:30pm LAFCo Board Meeting (County of	2	3 CCC: Fourth of July Celebration Independence Day Holiday - City Hall Closed Pay Day	4
5	6 4:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River	7	8 9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation	9 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	10 Timesheets Due	11
12	13 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium, 1400	14	15	16 9:30am Sacramento Area Council of Governments (SACOG) Board Meeting (SACOG	17 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	18
19	20	21 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk	22 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	23 9:00am Sacramento Metropolitan Air Quality Management 3:00pm Sacramento Public Library	24 Timesheets Due 8:30am Capital SouthEast Connector JPA (Rancho Cordova City Hall)	25
26	27 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium), 1400	28	29	30	31 Pay Day	Aug 1

August 2020

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September 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 26	27	28	29	30	31	Aug 1
2	3 4:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.)	4	5 5:30pm LAFCo Board Meeting (County of Sacramento Admin Building)	6	7 Timesheets Due	8
9	10 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	11	12 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	13 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento	14 Pay Day	15
16	17 5:30pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)	18 10:00am Sacramento-Yolo Mosquito & Vector Control District Board	19	20 9:30am Rancho Cordova Chamber of 9:30am Sacramento Area Council of	21 Timesheets Due 11:30am Rancho Cordova Luncheon (American River	22
23	24 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit	25 5:30pm City Council Special Meeting/Work Session (5:30 p.m.)	26 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	27 9:00am Sacramento Metropolitan Air 3:00pm Sacramento Public Library	28 Pay Day 8:30am Capital SouthEast Connector JPA (Rancho Cordova	29
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September 2020

September 2020

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October 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 30	31	Sep 1	2 5:30pm LAFCo Board Meeting (County of Sacramento Admin Building)	3	4 Timesheets Due	5
6	7 Labor Day Holiday - City Hall Closed	8 4:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River	9 9:00am Sacramento Central Groundwater Authority Board 9:30am Sacramento Regional Sanitation	10 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	11 Pay Day	12
13	14 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium, 1400	15 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk	16	17 9:30am Sacramento Area Council of Governments (SACOG) Board Meeting (SACOG	18 Timesheets Due 11:30am Rancho Cordova Luncheon (American River Community Rooms)	19 Soil Born Farms Autumn Equinox
20	21 5:30pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)	22	23 ICMA Annual Conference (Toronto, Ontario, Canada) 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District	24 9:00am Sacramento Metropolitan Air 3:00pm Sacramento Public Library	25 Pay Day 8:30am Capital SouthEast Connector 9:00am Rancho Cordova	26
27	28 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium), 1400	29 5:30pm City Council Special Meeting/Work Session (5:30 p.m.) (American River	30	Oct 1	2	3

October 2020

October 2020

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November 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 27	28	29	30	Oct 1	2 Timesheets Due	3
4	5 4:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River	6	7 LOCC Annual Conference (Long Beach) 5:30pm LAFCo Board Meeting (County of Sacramento Admin Building)	8 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento	9 Pay Day	10
11	12 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium, 1400	13 5:30pm City Council Special Meeting/Closed Session for City Manager Evaluation	14 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	15 9:30am Sacramento Area Council of Governments (SACOG) Board Meeting (SACOG	16 Boss's Day Timesheets Due 11:30am Rancho Cordova Luncheon (American River	17
18	19 5:30pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)	20 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk	21	22 9:00am Sacramento Metropolitan Air Quality Management 3:00pm Sacramento Public Library	23 Pay Day 8:30am Capital SouthEast Connector JPA (Rancho Cordova City Hall)	24
25	26 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium), 1400	27 5:30pm City Council Special Meeting/Closed Session for City Manager Evaluation	28 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	29	30 Timesheets Due	31 Vote Center, Rancho Cor... Halloween

November 2020

November 2020

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December 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 1 ← From Oct 31	2 Vote Center, Rancho Cordova City Hall 5:30pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)	3 Election Day	4 5:30pm LAFCo Board Meeting (County of Sacramento Admin Building)	5 5:30pm State of the City	6 Pay Day	7
8	9 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium, 1400	10 5:30pm City Council Special Meeting/Work Session (5:30 p.m.) (American River	11 Veterans Day 9:00am Sacramento Central Groundwater 9:30am Sacramento Regional Sanitation	12 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	13 Timesheets Due	14
15	16 4:00pm City Council Special Meeting (4:00 p.m.) and Regular Meeting (5:30 p.m.) (American River	17 10:00am Sacramento-Yolo Mosquito & Vector Control District Board (8631 Bond Road, Elk	18 NLC City Summit (Tampa, FL)	19 9:30am Sacramento Area Council of 5:00pm Rancho Cordova Chamber of	20 Pay Day 11:30am Rancho Cordova Luncheon (American River	21
22	23 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium), 1400	24	25 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	26 Thanksgiving Holiday - Closed 9:00am Sacramento Metropolitan Air 3:00pm Sacramento	27 Thanksgiving Holiday - Closed Timesheets Due 8:30am Capital SouthEast Connector	28
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December 2020

December 2020

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 29	30	Dec 1	2 5:30pm LAFCo Board Meeting (County of Sacramento Admin Building)	3	4 Pay Day	5
6	7 Pearl Harbor Remembrance Day 4:00pm City Council Special Meeting (4:00 p.m.) and Regular	8	9 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	10 1:30pm Sacramento Transportation Authority (STA) Board Meeting (Sacramento County Board of	11 Timesheets Due	12
13	14 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium, 1400	15 10:00am Sacramento-Yolo Mosquito & Vector 5:30pm City Council Special	16	17 9:30am Sacramento Area Council of Governments 4:00pm Rancho Cordova Chamber of	18 Pay Day 11:30am Rancho Cordova Luncheon (American River Community Rooms)	19
20	21 5:30pm City Council Regular Meeting (5:30 p.m.) (Council Chambers)	22	23 9:30am Sacramento Regional Sanitation District/Sacramento Area Sewer District Board Meeting (700	24 Christmas Eve Holiday - City Hall Closed 9:00am Sacramento Metropolitan Air 3:00pm Sacramento	25 Christmas Day Holiday - City Hall Closed Timesheets Due 8:30am Capital SouthEast Connector	26
27	28 5:30pm Sacramento Regional Transit (RT) Board Meeting (Regional Transit Auditorium), 1400	29	30	31 New Year's Eve	Jan 1, 21	2