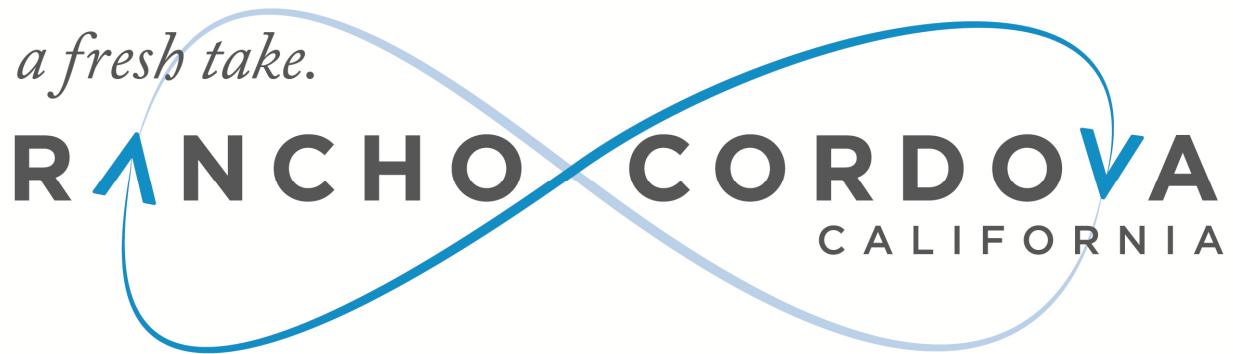


CITY OF RANCHO CORDOVA



CITY COUNCIL

Monday, August 06, 2018

5:30 PM – Regular Meeting

AGENDA

Linda Budge, Mayor

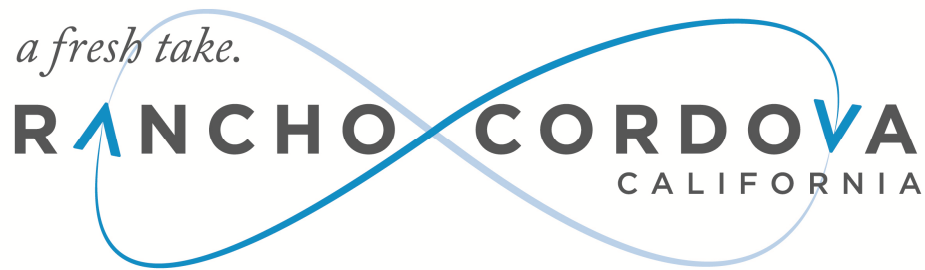
Robert J. McGarvey, Vice Mayor

David Sander, Council Member

Garrett Gatewood, Council Member

Donald Terry, Council Member

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, August 06, 2018

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

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

4. INVOCATION

Danny Langan from River City Christian will give the invocation.

5. PRESENTATIONS

- 5.1 PRO Youth and Families' Youth at City Council Program Presentation – A Civic Education Program Designed to Develop Young Leaders and Foster Civic Engagement in Rancho Cordova Youth.
- 5.2 Vice Mayor McGarvey's birthday on August 10th.

6. PUBLIC COMMENT

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

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

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 9.1 **Subject:** Meeting Minutes from the July 2, 2018 Regular City Council Meeting.
Recommendation: Adopt Minutes.
- 9.2 **Subject:** Second Reading of Ordinance Amending Sections of the Rancho Cordova Municipal Code Related to Title 6 Health and Sanitation and Title 23 Zoning Code.
Recommendation: Waive the second reading and adopt Ordinance.
Result of Recommended Action: Approval of this Ordinance would amend Title 6 (Health and Sanitation), Chapter 6.56 Abandoned Vehicles; Title 23 (Zoning Code), Article 1 Administration, Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7 Site Planning and Development Standards, and Article 11 Definitions of the Rancho Cordova Municipal Code.
Staff Report: Darcy Goulart, Planning Manager.
Advances Goals: 1, 2, 5, and 6.
- 9.3 **Subject:** Second Reading of an Ordinance of the City of Rancho Cordova Rescinding Ordinance 29-2006 Establishing a Special Tax for Police Protection for the Anatolia IV Subdivision.
Recommendation: Waive the second reading and adopt Ordinance.
Result of Recommended Action: Adoption of this Ordinance will rescind Ordinance 29-2006 establishing a special tax for Police Protection for the Anatolia IV subdivision (Zone 31). As Required by Section 6.4.4 of the Anatolia IV Development Agreement, Property Owners of this project have completed the process of annexing their project into Community Facilities District 2013-2 (Police Services), which was formed in February 2013.
Staff Report: Michelle Mingay, Sr. Finance Analyst.
Advances Goal: 5.
- 9.4 **Subject:** A Resolution Authorizing The City Manager To Execute Contract No. 79-2018 With Kimley Horn And Associates, Inc. in an Amount Not to Exceed \$175,000 for the Transportation Planning Study of the Olson Drive and Zinfandel Drive Corridor.
Recommendation: Adopt Resolution.
Result of Recommended Action: Adoption of this Resolution will authorize the City Manager to execute Contract No. 79-2018 in an amount not to exceed \$175,000 with

Kimley Horn and Associates, Inc. to prepare a planning study for corridor enhancement and circulation improvements of Olson Drive and Zinfandel Drive corridors.

Staff Report: Albert Stricker, Public Works Director and Rupa Somavarapu, Senior Civil Engineer.

Advances Goals: 1, 2, and 6.

- 9.5 **Subject:** Annexation of Grantline 208 Project to the City of Rancho Cordova Community Facilities District No. 2014-2 (Street Lighting and Road Maintenance).

Recommendation: Adopt Resolution.

Result of Recommended Action: Adoption of the Resolution approves Annexation Map No. 6 for the Grantline 208 Project to Community Facilities District No. 2014-2 (Street Lighting and Road Maintenance), and approves the recording of the annexation map and the Notice of Special Tax Lien.

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

Advances Goals: 5.

- 9.6 **Subject:** A Resolution Declaring City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Grantline 208 Project.

Recommendation: Adopt a Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Grantline 208 project.

Result of Recommended Action: Adoption of the Resolution will declare the Council's intention to impose the annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system for the Grantline 208 project and sets a public hearing for August 20, 2018 on the matter.

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

Advances Goals: 5.

- 9.7 **Subject:** Approve the Final Large Lot Map of Grantline 208 Subdivision No. FM-2018-001-01.

Recommendation: Approve Final Large Lot Map of Grantline 208 Subdivision No. FM-2018-001-01 located on the west side of Grant Line Road approximately 1750 feet south of Douglas Road.

Result of Recommended Action: Approval of this recommended action will result in the recording of the final map creating 16 large lots.

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

Advances Goals: 1 and 2.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** Public Hearing Considering the Adoption of an Amendment to the 2018-19 Community Development Block Grant Action Plan.

Recommendation: Adopt a Resolution Approving the Amendment to the 2018-19 Community Development Block Grant (CDBG) Action Plan.

Result of Recommended Action: 1) Approves the amendment to the 2018-19 CDBG Action Plan; 2) Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and 3) Allows staff to make technical modifications to the Action Plan to correct minor errors and to respond to direction from HUD.

Staff Report: Jessica Hayes, Housing Consultant.
Advances Goals: 2 and 5.

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

Recommendation: Adopt Resolution.

Result of Recommended Action: Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Creekside Commerce Center project. The action also sets 1:30 p.m. on August 22, 2018 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

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

Advances Goals: 5.

- 10.3 **Subject:** A Resolution of Intention to Establish Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens).

Recommendation: Adopt a Resolution declaring the intention to form the Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens).

Result of Recommended Action: Action on this item will declare the Council's intention to establish the CFD and a future annexation area, designate the name of the district, state the Council's intention to levy a special tax on properties within the CFD to contribute to the cost of maintenance of community places and neighborhood greens, and set 5:30 p.m., September 17, 2018, as the time and date for a public hearing on the matter. The CFD would only impact properties in the recently approved Sunridge Lot J, Grant Line 208, and Douglas 98 projects and other future development projects that would annex into the CFD.

Staff Report: Elizabeth Sparkman, Community Development Director.

Advances Goals: 1, 2, and 5.

- 10.4 **Subject:** 9777-9779 Business Park Drive Parcel Map; Project No. DD9797 – Located at 9777-9779 Business Park Drive.

Recommendation: Adopt Resolution.

Result of Recommended Action: Adoption of the Resolution would approve the applicant's request to subdivide an existing developed 2.41+/- acre parcel into two new parcels; Parcel 1 at 1.205 acres and Parcel 2 at 1.205 acres. This lot split would allow for the sale, lease, or finance of individual parcels. No physical improvements are proposed with this request.

Staff Report: June Cowles, Senior Planner.

Advances Goals: 1, 4, and 6.

11. PUBLIC HEARING ITEMS

- 11.1 **Subject:** Lennar North Douglas Village 8 Major Design Review and Adjustment; Project No. DD9760 - Located at the Southern Point of North Douglas at Americanos Boulevard and Douglas Road.

Recommendation: That Council 1) Determine the project exempt per section 15182 of the CEQA Guidelines; 2) Adopt Resolution.

Result of Recommended Action: Adoption of the Resolution would approve the design for three floor plans ranging from 1,454 square feet to 2,018 square feet, each with three elevations to be located at North Douglas Village 8. Approval would allow

the applicant to pursue necessary building permits for new construction.

Staff Report: Nicholas Sosa, Assistant Planner.

Advances Goals: 1, 2, and 6.

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** Second Amendment to the Mather Veterans Village Phase 2 Disposition, Development and Loan Agreement.

Recommendation: Adopt Resolution.

Result of Recommended Action: Adoption of this Resolution will allow the City Manager to: 1) execute the Second Amendment to the Disposition, Development and Loan Agreement ("DDLA") with Veterans Resource Centers of America ("Developer") for the Mather Veterans Village Phase 2 transitional housing project ("Project"), 2) execute the Agreement Regarding the Allocation and Expenditure of County Funds for the Mather Veterans Village Phase 2 Project ("County Funds Agreement") committing an additional \$1,000,000 of County grant funds to the Project, and 3) commit additional City funding and forgive Project repayments to the City in the total amount of \$605,000. The second amendment to the DDLA will include new language to incorporate additional funding from Sacramento County, the inclusion of a new exhibit for the additional County funding and the revision of several exhibits to reflect the final Project financing and timing in order to prepare for a construction loan closing later in August, 2018.

Staff Report: Stefan Heisler, Reinvestment Analyst.

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

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

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

UPCOMING MEETINGS	
Monday, August 14	5:30 PM Special Meeting/Work Session
Tuesday, August 20	5:30 PM Regular Meeting
Tuesday, August 28	CANCEL WORK SESSION
Tuesday, September 4	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting (Tuesday due to Holiday)
Tuesday, September 11	5:30 PM Special Meeting/Work Session
Monday, September 17	5:30 PM Regular Meeting
Tuesday, September 25	CANCEL WORK SESSION
Monday, October 1	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, October 9	5:30 PM Special Meeting/Closed Session for City Manager Evaluation
Monday, October 15	5:30 PM Regular Meeting
Tuesday, October 23	5:30 PM Special Meeting/Closed Session for City Manager Evaluation – ONLY IF NEEDED
Tuesday, October 30	CANCEL WORK SESSION
Monday, November 5	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Monday, November 19	5:30 PM Regular Meeting
Tuesday, November 27	5:30 PM Special Meeting/Work Session

<i>UPCOMING MEETINGS</i>	
Monday, December 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting
Tuesday, December 11	5:30 PM Special Meeting/Work Session
Monday, December 17	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) 851-8784
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.

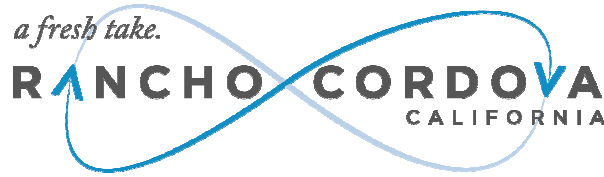
CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, August 06, 2018 Regular Meeting of the Rancho Cordova City Council was posted and available for review on August 2, 2018 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 August 2, 2018 at Rancho Cordova, California.



Stacy Leitner, City Clerk



CITY COUNCIL MEETING

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

Monday, July 02, 2018

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chamber at 5:37 PM.

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

Council Members Absent: None.

Staff Members Present: Abhar, Behrends, Cuffe, Delaney, Downton, Goulart, Haven, Heisler, Huber, Humphrey, Kniestedt, Leitner, Lindgren, Norton, Phelps, Simpson, Sparks, Stricker, Taylor, Weber, Williams.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Howard Williams, City of Rancho Cordova Principal Building Inspector, led the pledge.

4. INVOCATION

Wayne Langford from The Church of Jesus Christ of Latter-Day Saints, Cordova Stake gave the invocation.

5. PRESENTATIONS

Diann Rogers with the Rancho Cordova Chamber of Commerce presented a certificate to the City of Rancho Cordova in Honor of the 15th Birthday Celebration.

- 5.1 Assemblyman Ken Cooley Presented a 15-Year Anniversary Assembly Resolution to the City of Rancho Cordova.
- 5.4 City Birthday Video Presentation.
- 5.3 Employee Milestone Anniversary Presentations.
- 5.2 Recognition of Karen Redfield, Retiring Principal of Cordova Gardens Elementary School.

6. PUBLIC COMMENT

Mayor Budge opened the public comment period. The following people addressed the Council:

- 1. Larry Ladd
- 2. Joyce Rosenberg

Mayor Budge 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

City Clerk read the mail ballot election results for items 9.2, 9.3, 9.6, and 9.7 into the record declaring a majority approval for proposed actions.

ACTION: Motion to approve items 9.1 through 9.14 by Terry second by Sander; Motion passed with a 5:0 vote.

- 9.1 **Subject:** Meeting Minutes from the June 18, 2018 and June 26, 2018 Special and Regular City Council Meeting.
Recommendation: Adopt Minutes.

- 9.2 **Subject:** A Resolution Declaring the Results of the Mail Ballot Election relating to the Imposition of the Annual Stormwater Utility Fee on the Superior Self-Storage Project in the City of Rancho Cordova.
Recommendation: Adopt Resolution No. 60-2018 declaring the results of the mail ballot election relating to the imposition of the Annual Stormwater Utility Fee on the Superior Self-Storage project.
Result of Recommended Action: Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the annual Stormwater Utility Fee on the Superior Self-Storage Project. If majority approval exists, the City Council may impose the annual Stormwater Utility Fee on the Superior Self-Storage Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility

Fee shall not be imposed for the project.

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

Advances Goals: 5.

- 9.3 **Subject:** A Resolution Declaring the Results of the Mail Ballot Election Relating to the Imposition of the Annual Stormwater Utility Fee on the Homewood Suites Project in the City of Rancho Cordova.

Recommendation: Adopt Resolution No. 59-2018 declaring the results of the mail ballot election relating to the imposition of the Annual Stormwater Utility Fee on the Homewood Suites project.

Result of Recommended Action: Adoption of the Resolution will declare the results of the ballot tabulation in connection with the imposition of the Annual Stormwater Utility Fee on the Homewood Suites Project. If majority approval exists, the City Council may impose the Annual Stormwater Utility Fee on the Homewood Suites Project pursuant to the Fee Ordinance. If there is no majority approval, the Stormwater Utility Fee shall not be imposed for the project.

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

Advances Goal: 5.

- 9.4 **Subject:** A Resolution Declaring City's Intention to Impose an Annual Stormwater Utility Fee for the Maintenance of Storm Drainage and Flood Protection Systems for the Creekside Commerce Center Project.

Recommendation: Adopt Resolution No. 83-2018 designating a time and place for hearing protests in connection with the Annual Stormwater Utility Fee for the Creekside Commerce Center project.

Result of Recommended Action: Action on this item will declare the Council's intention to impose the Annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system for the Creekside Commerce Center project and sets a public hearing for August 6, 2018 on the matter.

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

Advances Goals: 5.

- 9.5 **Subject:** A Resolution Authorizing the City Manager to Execute a Second Amendment to the Memorandum of Understanding (MOU) with the Sacramento County District Attorney's Office for Community Prosecution Services for \$131,637 for the 2018-2019 Fiscal Year

Recommendation: Adopt Resolution No. 87-2018.

Result of Recommended Action: If given final approval by the Sacramento County Board of Supervisors and the City Council, this Second Amendment to the MOU will allow the City to continue to have an experienced community prosecutor based out of the Rancho Cordova Police Department, with the cost to be shared equally by the County and the City. The prosecutor would continue to split their time between the City and the Sheriff's East Division. The prosecutor will continue to spend time in the community meeting with residents, business owners, and City staff to determine the City's most pressing needs and then work to reduce major blight, nuisances, and also assist with the regional effort to reduce homelessness.

Staff Report: Adam Lindgren, City Attorney.

Advances Goals: 1, 2, and 6.

- 9.6 **Subject:** A Resolution Declaring the Results of Mail Ballot Election for Rancho

Cordova Transit -Related Services Special Tax Area Zone 22- Superior Self-Storage.

Recommendation: Adopt Resolution No. 62-2018.

Result of Recommended Action: Adoption of this Resolution will declare the result of the mail ballot election concerning Transit-Related Services Special Tax Area Zone 22 establishing a special tax for transit services for the Superior Self-Storage Project.

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

Advances Goals: 5.

- 9.7 **Subject:** A Resolution Declaring the Results of Mail Ballot Election for Rancho Cordova Transit -Related Services Special Tax Area Zone 21- Homewood Suites Project.

Recommendation: Adopt Resolution No. 61-2018.

Result of Recommended Action: Adoption of this Resolution will declare the result of the mail ballot election concerning Transit-Related Services Special Tax Area Zone 21 establishing a special tax for transit services for the Homewood Suites Project.

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

Advances Goals: 5.

- 9.8 **Subject:** A Resolution Authorizing the Levying of Special Assessments for Delinquent Charges Related to Nuisance Abatement Against Properties and Requesting Sacramento County to Collect These Charges on the Fiscal Year 2018-19 Tax Roll.

Recommendation: Adopt Resolution 79-2018.

Result of Recommended Action: Adoption of Resolution No. 79-2018 will result in the levying of special assessments on properties that owe delinquent fines and fees related to nuisance abatement actions performed by the City.

Staff Report: Kerry Simpson, Neighborhood Services Manager and Jessica Crone, Management Technician.

Advances Goals: 1, 2, and 5.

- 9.9 **Subject:** An Ordinance of the City of Rancho Cordova Rescinding Ordinance No. 29-2006 Establishing a Special Tax for Police Protection for the Anatolia IV Subdivision.

Recommendation: Introduce and Waive First Reading of Ordinance No. 16-2018.

Result of Recommended Action: Adoption of Ordinance 16-2018 will rescind Ordinance 29-2006 establishing a special tax for Police Protection for the Anatolia IV subdivision (Zone 31). As Required by Section 6.4.4 of the Anatolia IV Development Agreement, Property Owners of this project have completed the process of annexing their project into Community Facilities District 2013-2 (Police Services), which was formed in February 2013.

Staff Report: Michelle Mingay, Sr. Finance Analyst.

Advances Goal: 5.

- 9.10 **Subject:** An Ordinance Amending Title 23 (Zoning Code) of the Rancho Cordova Municipal Code regarding Chapter 23.907 Utility, Transportation, and Communication Uses.

Recommendation: Waive Second Reading and Adopt Ordinance 11-2018.

Result of Recommended Action: Adoption of Ordinance 11-2018 would amend Title 23 (Zoning Code) of the Rancho Cordova Municipal Code regarding Chapter 23.907 Utility, Transportation, and Communication Uses. Specifically, the amendment would provide new minimum requirements and design standards, consistent with the standards of the Master License Agreement template approved on June 18, 2018

(Resolution 70-2018), for the attachment of small cell equipment to private poles within the public right-of-way.

Staff Report: Nicholas Sosa, Assistant Planner.

Advances Goals: 1, 5, and 6.

- 9.11 **Subject:** Approval of the Annexation Boundary Map for the Creekside Commerce Center project and Annexation to the City of Rancho Cordova Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance).

Recommendation: Adopt Resolution No. 82-2018.

Result of Recommended Action: Adoption of Resolution No. 82-2018 approves Annexation Boundary Map No. 25 for the Creekside Commerce Center Project and Annexation of the Property to Community Facilities District No. 2008-1 (Street Lighting and Road Maintenance, hereinafter "CFD No. 2008-1"). There is no financial impact to existing residents.

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

Advances Goal: 5.

- 9.12 **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 89-2014-2 with Willdan Engineering to Extend the Contract Term to July 1, 2019, That Results in Increasing the Contract Amount From \$1,000,000 to an Amount Not to Exceed \$1,350,000 for On-Call Engineering and Inspection Services.

Recommendation: Adopt Resolution 85-2018.

Adoption of this Resolution will authorize the City Manager to execute Contract Amendment No. 89-2014-2 with Willdan Engineering for on-call engineering and inspection services. This will extend the contract term from July 1, 2018 to July 1, 2019, that results in increasing the contract amount from \$1,000,000 to an amount not to exceed \$1,350,000.

Staff Report: Albert Stricker, Public Works Director.

Advances Goals: 2 and 5.

- 9.13 **Subject:** Appointment of Representatives to the Governing Board of the Sacramento Central Groundwater Authority.

Recommendation: Adopt Resolution No. 84-2018.

Result of Recommended Action: Adoption of this Resolution will appoint City staff and Golden State Water Company representatives to the Sacramento Central Groundwater Authority (SCGA) Governing Board.

Staff Report: Albert Stricker, Public Works Director and Allen Quynn, Associate Civil Engineer.

Advances Goals: 1, 2, and 3.

- 9.14 **Subject:** A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding (Contract No. 116-2018) For Probation Services Between the City and the County of Sacramento. The City Shall Reimburse Probation \$175,000 for Fiscal Year 18/19 and will Reimburse the Actual Annual Cost in Fiscal Years 19/20 and 20/21 as Determined by the County of Sacramento.

Recommendation: Adopt Resolution No. 90-2018.

Result of Recommended Action: Adoption of this Resolution will allow the City to continue services with the Sacramento County Probation Department to provide two Probation Officers (POs) to the City of Rancho Cordova to act as liaisons between these agencies and to coordinate with other agencies and community-based organizations as part of the Rancho Cordova Community Alliance project.

Staff Report: Kerry Simpson, Neighborhood Services Manager and Jessica Crone,

Management Technician.

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

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 10.1 **Subject:** A Resolution Authorizing Delinquent Residential Solid Waste Service Charges to be collected on the Property Tax Roll.
Recommendation: Adopt Resolution No. 89-2018.
Result of Recommended Action: This action will authorize the delinquent residential solid waste service charges to be collected on the 2018-19 property tax roll.
Staff Report: Michelle Mingay, Sr. Finance Analyst.
Advances Goal: 5.

Mayor Budge opened the public hearing. Seeing no speakers, Mayor Budge closed the public hearing.

ACTION: Motion to approve items 10.1 by Terry second by McGarvey; Motion passed with a 5:0 vote.

- 10.2 **Subject:** Ordinance No. 15-2018 Amending Sections of the Rancho Cordova Municipal Code Related to Title 6 Health and Sanitation and Title 23 Zoning Code.
Recommendation: Introduce and waive first reading of Ordinance No. 15-2018 and continue the discussion on proposed amendments to Title 4, Chapters 4.26. Bingo Games, 4.28, Bingo Parlors, and the Folsom Boulevard Specific Plan to the August 20, 2018 City Council meeting.
Result of Recommended Action: The Ordinance would come back for a second reading and adoption at the next regular City Council meeting. Approval of Ordinance 15-2018 would amend Title 6 (Health and Sanitation), Chapter 6.56, Abandoned Vehicles, and Title 23 (Zoning Code), Article 1 Administration, Article 3 Zoning Districts, Allowable Uses, and General Development Standards, Article 7, Site Planning and Development Standards, and Article 11, Definitions, of the Rancho Cordova Municipal Code.
Staff Report: Darcy Goulart, Planning Manager.
Advances Goals: 1, 2, 5, and 6.

Mayor Budge opened the public hearing. Seeing no speakers, Mayor Budge closed the public hearing.

ACTION: Motion to approve items 10.2 by Terry second by Sander; Motion passed with a 5:0 vote.

11. PUBLIC HEARING ITEMS

NONE.

12. REGULAR CALENDAR ITEMS

NONE.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

Mayor Budge adjourned the meeting at 6:37 PM.

Stacy Leitner, City Clerk

MEMORANDUM

DATE: August 6, 2018
TO: Honorable Mayor and Council Members
FROM: Darcy Goulart, Planning Manager



SUBJECT: SECOND READING OF ORDINANCE AMENDING SECTIONS OF THE RANCHO CORDOVA MUNICIPAL CODE RELATED TO TITLE 6 HEALTH AND SANITATION AND TITLE 23 ZONING CODE

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Approval of this Ordinance would amend Title 6 (Health and Sanitation), Chapter 6.56 Abandoned Vehicles; Title 23 (Zoning Code), Article 1 Administration, Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7 Site Planning and Development Standards, and Article 11 Definitions of the Rancho Cordova Municipal Code.

BACKGROUND

On July 2, 2018 the City Council waived the first reading of and passed to a second reading of the Ordinance, amending Title 6 (Health and Sanitation), Chapter 6.56 Abandoned Vehicles and Title 23 (Zoning Code), Article 1 Administration, Article 3 Zoning District, Allowable Uses, and General Development Standards, Article 7 Site Planning and Development Standards, and Article 11 Definitions of the Rancho Cordova Municipal Code.

ATTACHMENTS

1. Ordinance
2. Exhibit A to Ordinance

ATTACHMENT 1**CITY OF RANCHO CORDOVA****ORDINANCE NO. XX-XXXX**

AN ORDINANCE OF THE CITY COUNCIL OF RANCHO CORDOVA, STATE OF CALIFORNIA, AMENDING TITLE 6 (HEALTH AND SANITATION), CHAPTER 6.56 ABANDONED VEHICLES; AND TITLE 23 (ZONING CODE), ARTICLE 1 ADMINISTRATION, ARTICLE 3 ZONING DISTRICT, ALLOWABLE USES, AND GENERAL DEVELOPMENT STANDARDS, ARTICLE 7 SITE PLANNING AND DEVELOPMENT STANDARDS, AND ARTICLE 11 DEFINITIONS OF THE RANCHO CORDOVA MUNICIPAL CODE

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

Section 1. Purpose and Declarations.

WHEREAS, the City conducts periodic updates of the provisions of the Municipal Code to ensure compliance with current laws, changes in local policy, consistency with adopted plans and programs, clarify ambiguities, address changing market conditions, reflect best practices, and to address issues or concerns with current regulations; and

WHEREAS, certain amendments to the Title 6 (Health and Sanitation), Chapter 6.56 Abandoned Vehicles are necessary to delete outdated references to Sacramento County Codes; and

WHEREAS, certain amendments to the Title 23 (Zoning), Articles 1, 3, 7 and 11 are necessary to reflect best management practices and eliminate ambiguities in the code; and

WHEREAS, on July 2, 2018 the City Council held a properly noticed public hearing for this Ordinance and considered all oral and written testimony.

Section 2: Findings. The City Council hereby finds:

A. **CEQA Compliance.** CEQA requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (CEQA Guidelines, § 15378.) The proposed project includes discretionary amendments to the City's Municipal Code and is a project under CEQA; but it is exempt from CEQA review as set forth below.

CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment. CEQA Guidelines Section 15061(b)(3) states that a project is exempt from CEQA "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." The approval of the code amendments set forth in the proposed ordinance does not approve any physical development project, and it would not result in a direct or indirect physical changes in the environment. The proposed changes to Title 6, Health and Sanitation and Title 23, Zoning are to clean up inconsistencies, delete reference to old County Code sections, and clarify when specific uses are permitted or require additional discretionary review. The proposed amendments are consistent with the City's General Plan. For these reasons, the proposed amendments would not have the potential to result in individually or cumulatively significant effects on the environment and these Municipal Code

ATTACHMENT 1

amendments are exempt from review under CEQA and no further environmental review is necessary.

B. The proposed amendment is consistent with the General Plan. The attached Municipal Code Amendments (“Amendment”) are consistent with the General Plan. The amendments would clean up inconsistencies, delete reference to old County Code sections, and clarify when specific uses are permitted or require additional discretionary review. The amendments would not have any conflicts with existing General Plan goals and policies.

C. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The attached amendment is focused on reflecting best practices and new market conditions while ensuring land use compatibility. None of these proposed amendments will be detrimental to the public interest, health, safety, convenience, or welfare of the City as they implement state law, reflect best practices, streamline procedures, clear up ambiguities, and incorporate select new uses in a manner to ensure land use compatibility.

D. The proposed amendments are internally consistent with other applicable provisions of this zoning code. The Amendments have been reviewed for consistency with the entirety of the Municipal Code and is consistent with other applicable provisions of the Municipal Code.

Section 3. Amendments to Title 6 Health and Sanitation

The City Council hereby adopts the amendments to Chapter 6.56 Abandoned Vehicles of Title 6 of the Rancho Cordova Municipal Code (Health and Sanitation), as shown and incorporated in **Exhibit A** to this ordinance.

Section 4. Amendments to Title 23 Zoning

The City Council hereby adopts the amendments to Article 1, Article 3, Article 7 and Article 11 of Title 23 of the Rancho Cordova Municipal Code (Zoning), as shown and incorporated in **Exhibit A** to this ordinance.

Section 5. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

Section 6. 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 of Rancho Cordova, in

ATTACHMENT 1

accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

Rancho Cordova

Municipal Code Amendments

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE**

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Title 6 Health and Sanitation

Chapter 6.56

Abandoned Vehicles

ATTACHMENT 2 EXHIBIT A TO ORDINANCE

Chapter 6.56

ABANDONED VEHICLES

6.56.130 Definitions – Inoperative.

“Inoperative” shall mean the condition of a vehicle which is physically incapable of working, functioning, or otherwise operating to produce its designed effect or vehicles that are Certified as Non-Operation or Planned Non-Operation Certified with the California Department of Motor Vehicles. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 730 § 2, 1988; SCC 1 § 11 (part) 1970; SCC 1061 § 13, 1969].

6.56.160 Application of chapter – Exceptions.

A. This chapter shall not apply to any vehicle or part thereof which is either:

1. Completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
2. Stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer, or a junk yard; or
3. Stored upon private property in the manner authorized by RCMC 23.719.130.

B. The exceptions provided by this section shall not be construed to authorize the maintenance of a public or private nuisance, as such nuisance may be defined under any provisions of law other than Chapter 10 (commencing with Section 22650) of Division 11 of the Vehicle Code. [Ord. 21-2003 §§ 2, 4; Ord. 20-2003 §§ 2, 4; SCC 730 § 2, 1988].

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE**

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Title 23 Zoning Code

Article 1 Administration

ATTACHMENT 2 EXHIBIT A TO ORDINANCE

Chapter 23.140

MINOR DESIGN REVIEW

23.140.020 Applicability.

B. Exemptions. The following structures and improvements are exempt from minor design review. However, such structures may require additional permits, such as a use permit or building permit, to ensure compliance with adopted building code standards and applicable zoning code provisions.

1. A single-family custom home on a lot that is consistent with existing zoning.
2. An addition to a single-family residential home that is consistent with existing zoning.
3. Parcel map for a single-family residence.
4. Expansions of existing nonresidential buildings or structures less than 1,000 square feet in size.
5. Accessory structures consistent with provisions of Chapter 23.734 RCMC (Accessory Structures).
6. Repairs and maintenance of site improvements or structures that do not add to, enlarge, or expand the area occupied by the land use or the floor area of the structure and do not significantly alter the appearance of site improvements or structures.
7. Interior alterations that do not increase the gross floor area within the structure or change/expand the permitted use of the structure.
8. Accessory dwelling units subject to California Government Code Section 65583.1.
9. Construction, alteration, or maintenance by a public utility or public agency of underground or overhead utilities intended to service existing or nearby approved developments (e.g., water, gas, electric, or telecommunication supply or disposal systems, including wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, water tanks, and similar facilities and equipment). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A)].

C. The following Exemptions require a Zoning Certification (Chapter 23.113) prior to any changes.

1. Changes to site plan elements that are not specifically required by this code (e.g., decorative elements and landscaping that are not specifically required by the code).
2. Public art programs, projects, and improvements to existing sites, structures, utilities, and infrastructure authorized by council or designee.
3. Change to site plan elements that are specifically required by this code but do not significantly alter the design or function of the site plan.

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE**

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Article 3 Zoning District, Allowable Uses, and General Development Standards

ATTACHMENT 2

EXHIBIT A TO ORDINANCE

Chapter 23.313

MIXED-USE ZONING DISTRICTS

Table 23.313-1: Allowed Use and Permit Requirements for Mixed-Use Districts

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Industrial, Manufacturing, and Processing Uses									
Agricultural Products Processing	N	N	N	N	C	N	N	N	
Artisanal and Specialty Manufacture, Display, and Sales	N	P	P	P	P	P	P	P	
Brewery, Winery, Distillery	N	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	p ²⁹	
Manufacturing, Major	N	N	N	N	C ¹⁴	N	N	N	
Manufacturing, Minor	N	N	N	P	P	N	N	N	
Manufacturing, Small Scale	N	P	P	P	P	P	N	N	
Printing and Publishing	N	C	C	P	P	N	N	N	
Recycling Facility, Processing	N	N	N	N	C	N	N	N	
Recycling Facility, Scrap and Dismantling Facility	N	N	N	N	C	N	N	N	
Research and Development	N	N	P	P	P	N	N	N	
Storage, Personal Storage Facility	N	N	N	C ²⁷	p ²⁷	N	N	N	Chapter 23.915 RCMC
Storage, Warehouse	N	N	N	P	P	N	N	N	
Storage, Yards	N	N	N	p ¹⁴	p ¹⁴	N	N	N	
Wholesaling and Distribution	N	N	N	p ¹⁴	p ¹⁴	N	N	N	
Special Regulated Uses									
Card Rooms	N	P	C	C	C	N	N	N	RCMC 23.919.020
Check Cashing Businesses	N	P	N	N	N	N	N	N	RCMC 23.919.030
Massage Parlors, Massage Establishments	N	p ²⁸	N	N	N	N	N	N	Chapter 4.33 RCMC
Pawnshops	N	P	N	N	N	N	N	N	RCMC 23.919.040
Recycling Facility, Collection Facility	N	C	C	C	P	C	C	C	RCMC 23.919.050
Sexually Oriented Businesses	N	N	N	N	P	N	N	N	RCMC 23.919.060
Smoke Shops	N	P	N	N	C	N	N	N	RCMC 23.919.070

ATTACHMENT 2 EXHIBIT A TO ORDINANCE

Land Use Category	RMU	CMU	OPMU	OIMU	LIBP	VC	LTC	RTC	Specific Use Regulations
Tattoo Parlors	N	P	N	N	N	N	N	N	RCMC 23.919.080
Thrift Stores	N	P	N	AUP	AUP	N	N	N	RCMC 23.919.090

Notes:

29. Over 20,000 square feet requires an Administrative Use Permit.

[Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 3-2017 § 3 (Exh. A); Ord. 1-2016 § 4; Ord. 15-2015 §§ 2, 3; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.5.030)].

ATTACHMENT 2 EXHIBIT A TO ORDINANCE

Chapter 23.316

GENERAL COMMERCIAL AND INDUSTRIAL ZONES

**Table 23.316-1: Allowed Use and Permit Requirements for
General Commercial and Industrial Zoning Districts**

Land Use Category	GC	M-1	M-2	Specific Use Regulations
Industrial, Manufacturing, and Processing Uses				
Agricultural Products Processing	N	C	P	
Artisanal and Specialty Manufacture, Display and Sales	P	AUP	AUP	
Brewery, Winery, Distillery	N	p ¹⁵	p ¹⁵	
Junk Tire Facility	N	N	P	RCMC 23.916.020
Manufacturing, Major	N	AUP ²	P	
Manufacturing, Minor	N	P ²	P	
Manufacturing, Small Scale	P	P ²	P	
Printing and Publishing	N	P	P	
Recycling Facility, Processing	N	AUP	P	
Recycling Facility, Scrap and Dismantling Facility	N	N	C	
Research and Development	N	P	P	
Storage, Personal Storage Facility	N	p ^{2, 13}	p ¹³	Chapter 23.915 RCMC
Storage, Warehouse	AUP	P ²	P	
Storage, Yards	N	N	P ²	
Wholesaling and Distribution	P	P ²	P	

Notes:

15. Over 20,000 square feet requires an Administrative Use Permit [Ord. 5-2017 § 3 (Exh. A); Ord. 4-2017 § 3 (Exh. B); Ord. 1-2016 § 3; Ord. 15-2015 §§ 4, 5; Ord. 8-2015 § 4 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 20-2010 § 3 (Exh. B); Ord. 7-2010 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 2.6.030)].

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE**

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Article 7 Site Planning and Development Standards

ATTACHMENT 2 EXHIBIT A TO ORDINANCE

Chapter 23.719

PARKING AND LOADING

23.719.130 Standards for off-street parking for private residences.

Off-street parking and driveways for detached dwellings, manufactured homes, single-family attached dwellings, and two-unit attached dwellings shall meet the following requirements:

A. Any vehicle, trailer, or vessel which is inoperable or vehicles that are Certified as Non-Operation or Planned Non-Operation Certified with the California Department of Motor Vehicles shall be stored entirely within an enclosed structure, where it is not visible from the street or other public or private property (see RCMC 23.734.040, Development standards) and shall not be parked or stored in any yard within a residential zoning district or neighborhood.

**ATTACHMENT 2
EXHIBIT A TO ORDINANCE**

Note to Reader: Section placeholders to indicate the sections between changed subsections remain the same are indicated with three stars (*)**.

Article 11 Definitions

ATTACHMENT 2 EXHIBIT A TO ORDINANCE

Chapter 23.1104

GENERAL DEFINITIONS

23.1104.030 Purpose, land use definitions.

The purpose of this chapter is to provide descriptions for each of the land use categories used in Article 3 (Zoning Districts, Allowable Uses, and General Development Standards). Descriptions are grouped by general category on the basis of function, product, or compatibility characteristics as used in Article 3 of this title (Zoning Districts, Allowable Uses, and General Development Standards). [Ord. 4-2017 § 3 (Exh. B); Ord. 12-2011 § 3 (Exh. A); Ord. 27-2008 § 1 (Exh. A § 10.1.010). Formerly 23.1101.010].

23.1104.040 Land use definitions.

“Artisanal and specialty manufacture, display and sales” means the manufacture, display, and sales of specialty food and goods requiring the transformation of raw materials into products that may be edible, useful, or decorative. Outdoor display, sales and consumption on premises may be included subject to zoning and accessibility requirements, and any other state or local regulations such as, but not limited to, the California Uniform Food Facilities Law (CURFFL).

“Brewery, winery, distillery” means a facility where specific alcoholic beverages are manufactured. Incidental to the manufacturing process, a tasting area not to exceed 50 percent of the floor area is allowed. Tasting rooms must comply with retail hours of operation from 10:00 a.m. to 11:00 p.m. Tasting shall follow all guidelines established and enforced by Alcoholic Beverage Control. All manufacturing activities occur within a completely enclosed building or in an outdoor work area screened from view. Off-site sales of alcoholic beverages are allowed at this facility consistent with regulations of ABC licensure. Prior to occupancy, all breweries, wineries, or distilleries shall provide evidence of acquisition of all required state and federal permits. See also “Tasting room, off-site.”

“Tasting room, off-site” means a facility allowing beer, wine, or spirits tasting with on-site and off-site retail sales directly to the public (or shipped). The tasting room facility must be directly affiliated with a minimum of one brewery, winery, or distillery, meeting all applicable requirements of state and federal licensure. The tasting room may be operated as a standalone retail use. Food preparation is not permitted. Pre-packaged foods may be sold on premises. Patrons may carry food on site for personal consumption. Tasting rooms must comply with the retail hours of operation of 10:00 a.m. to 11:00 p.m. On-site tasting rooms are included as an accessory use in “Brewery, winery, distillery.” Any facilities not operating with these standards are considered “Bars and nightclubs.”

MEMORANDUM

DATE: August 6, 2018
TO: Honorable Mayor and Council Members
FROM: Michelle Mingay, Sr. Finance Analyst



SUBJECT: SECOND READING OF AN ORDINANCE OF THE CITY OF RANCHO CORDOVA RESCINDING ORDINANCE 29-2006 ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION FOR THE ANATOLIA IV SUBDIVISION

RECOMMENDATION

Waive the second reading and adopt the Ordinance.

RESULT OF RECOMMENDED ACTION

Adoption of this Ordinance will rescind Ordinance 29-2006 establishing a special tax for Police Protection for the Anatolia IV subdivision (Zone 31). As required by Section 6.4.4 of the Anatolia IV Development Agreement, property owners of this project have completed the process of annexing their project into Community Facilities District 2013-2 (Police Services), which was formed in February 2013.

BACKGROUND

On July 2, 2018 the City Council waived the first reading and passed to a second reading the Ordinance rescinding Ordinance No. 29-2006 establishing a special tax for police protection for the Anatolia IV subdivision.

FISCAL IMPACT

This action does not change the amount of Special Police Tax revenues; rather it changes the mechanism by which the Special Police Tax is collected.

ATTACHMENTS

1. Ordinance 16-2018
2. Ordinance 29-2006

ATTACHMENT 1**CITY OF RANCHO CORDOVA****ORDINANCE NO. XX-XXXX****AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, RESCINDING ORDINANCE 29-2006 ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION FOR THE ANATOLIA IV SUBDIVISION****THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:****Section 1. Recitals**

WHEREAS, it is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services and after carefully reviewing the City's pre-incorporation Comprehensive Fiscal Analysis with the Sheriff's Department, it became clear to City staff that the City budget did not contain adequate funding to assure the continued delivery of adequate, high quality law enforcement services unless additional revenues were obtained; and

WHEREAS, since the City's incorporation in 2003, the City has been imposing a special tax on new development to pay for its fair share of police services. The special tax was placed on improved parcels of real property within each new residential subdivision and parcel that received discretionary land use approvals. The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenditures that are deemed necessary for the benefit of the residents within the individual zones that are to be formed through separate Council action and vote of the person(s) owning real property within the zone at the time the zone is formed; and

WHEREAS, on May 15, 2006, the City Council approved a Development Agreement ("DA") for the Anatolia IV development project ("Anatolia IV"). Section 6.4.4 of the DA required the landowner approval of a special tax for police services. The special tax would be levied on each residential parcel or residential parcel equivalent; and

WHEREAS, on June 19, 2006, the City Council adopted Ordinance No. 29-2006 establishing a special tax for police protection, which was approved by the landowners at an election held on July 17, 2006; and

WHEREAS, subsequent to the establishment of the police tax on the Anatolia IV project, the landowners requested an amendment to an existing DA; and

WHEREAS, on December 1, 2014, the City Council approved an amendment to the Anatolia IV DA. The DA Amendment modified Section 6.4.4 concerning the Police Tax, requiring the landowner to support the annexation of the Anatolia IV project into Community Facilities District 2013-2 (Police Services) (the "Police CFD"). The DA Amendment required the City to rescind Ordinance No. 29-2006, establishing a special tax for police protection in within Anatolia IV, within 60 days of the inclusion of the property in the Police CFD; and

WHEREAS, in December 2017, the landowners of the Anatolia IV project successfully annexed the project into the Police CFD via City Council approval of Resolution 150-2017; and

ATTACHMENT 1

WHEREAS, the CFD will generate the funding necessary for police services within the Anatolia IV project and replace the special police tax established by Ordinance No. 29-2006; and

WHEREAS, pursuant to the DA Amendment, the City Council must now take action to rescind Ordinance No. 29-2006 establishing a special tax for police protection in Zone 31.

Section 2. Rescind Ordinance 29-2006

The City Council hereby rescinds Ordinance No. 29-2006 in its entirety.

Section 3. 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 of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 29-2006

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A SPECIAL TAX FOR POLICE PROTECTION
SUBJECT TO VOTER CONFIRMATION
FOR THE ANATOLIA IV SUBDIVISION**

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of the City be provided with high quality police services. In carefully reviewing the City's preincorporation Comprehensive Fiscal Analysis (CFA) with the Sheriff's Department, it has become clear to City staff that the City budget does not contain adequate funding to assure the continued delivery of adequate high quality law enforcement services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for police services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 31 of the Rancho Cordova Special Police Tax Area.

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

The revenues raised by this tax are to be used solely for the purposes of obtaining, furnishing, operating, and maintaining police protection equipment or apparatus, for paying the salaries and benefits of police protection personnel, and for such other police protection service expenses as are deemed necessary for the benefit of the residents of Zone 31.

This Ordinance is enacted pursuant to the authority of Government Code Section 53978.

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

D. "Rancho Cordova Special Police Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

E. "Rancho Cordova Special Police Tax Area Zone 31" ("Zone 31") means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in Exhibit A hereto and as shown on the map Exhibit B hereto.

F. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside of the boundaries of Zone 31 nor any land or improvements owned by any governmental entity.

G. Pursuant to Government Code §53978, "voter" means a person owning real property within Zone 31 at the time this Ordinance was adopted, as shown on the last equalized assessment roll prepared by the Sacramento County Assessor's Office.

Section 3. Amount and Level of Taxes.

The tax per year on each parcel in Zone 31 shall not exceed the amount applicable to the parcel, as specified below.

A. For First Fiscal Year:

The tax shall be assessed on a residential parcel within Zone 31 in the first fiscal year after a residential building permit has been issued for the parcel. The tax per year for the first fiscal year shall be the amount of Tax per Parcel for the Land Use Code Category as set forth on Exhibit C hereto. The use code assigned to each parcel shall be reviewed and updated periodically.

B. For Subsequent Fiscal Year:

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

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 31 for the then current fiscal year, as set forth below.

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

$$\begin{array}{lcl} \text{Tax per Parcel} & & \text{Consumer Price Index} \\ \text{for then Current} & = & \text{for the Period from April of} \\ \text{Fiscal Year} & & \text{Immediately Preceding Fiscal} \\ & & \text{to April of then Current Fiscal} \\ & & \text{Year} \end{array}$$

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

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

Section 4. Collection and Administration.**A. Taxes as Liens Against the Property.**

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

B. Collection.

The taxes on each parcel shall be billed on the secured roll tax bills for ad

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

- i) The secured roll tax bills shall be the only notices required for this tax, and
- ii) The homeowners and veterans exemptions shall not be applicable because such exemptions are determined by dollar amount of value.

C. Costs of Administration by County.

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

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase or clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 31 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its confirmation by two-thirds of the voters voting within Zone 31 in an election to be held on July 17, 2006, so that taxes shall first be collected hereunder for the tax year beginning July 1, 2006.

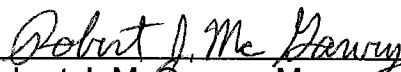
ADOPTED, THIS 19th day of June, 2006 by the following vote:

AYES: Budge, Cooley, Sander, Skoglund, McGarvey

NOES: None

ABSENT: None

ABSTENTIONS: None


Robert J. McGarvey, Mayor

ATTEST:

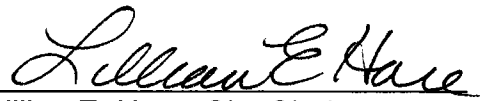

Lillian E. Hare, City Clerk

EXHIBIT A

Description of Property

All that certain real property situated in the City of Rancho Cordova, County of Sacramento, State of California, and being more particularly described as follows:

All of Parcel C as shown on that certain parcel map filed for record in Book 31 of Parcel Maps, at Page 37, Sacramento County Records.

See Exhibit A-2, plat to accompany description, attached hereto and made a part hereof.

This legal description is valid for a development agreement only and not intended to circumvent the Subdivision Map Act and shall not be used for sale, lease or finance. Any conveyance must comply with the Subdivision Map Act and local ordinances.


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

Date: 2/28/06



EXHIBIT B

Map of Property

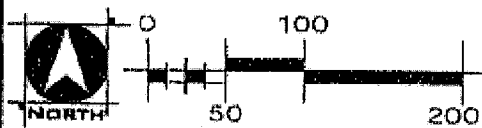
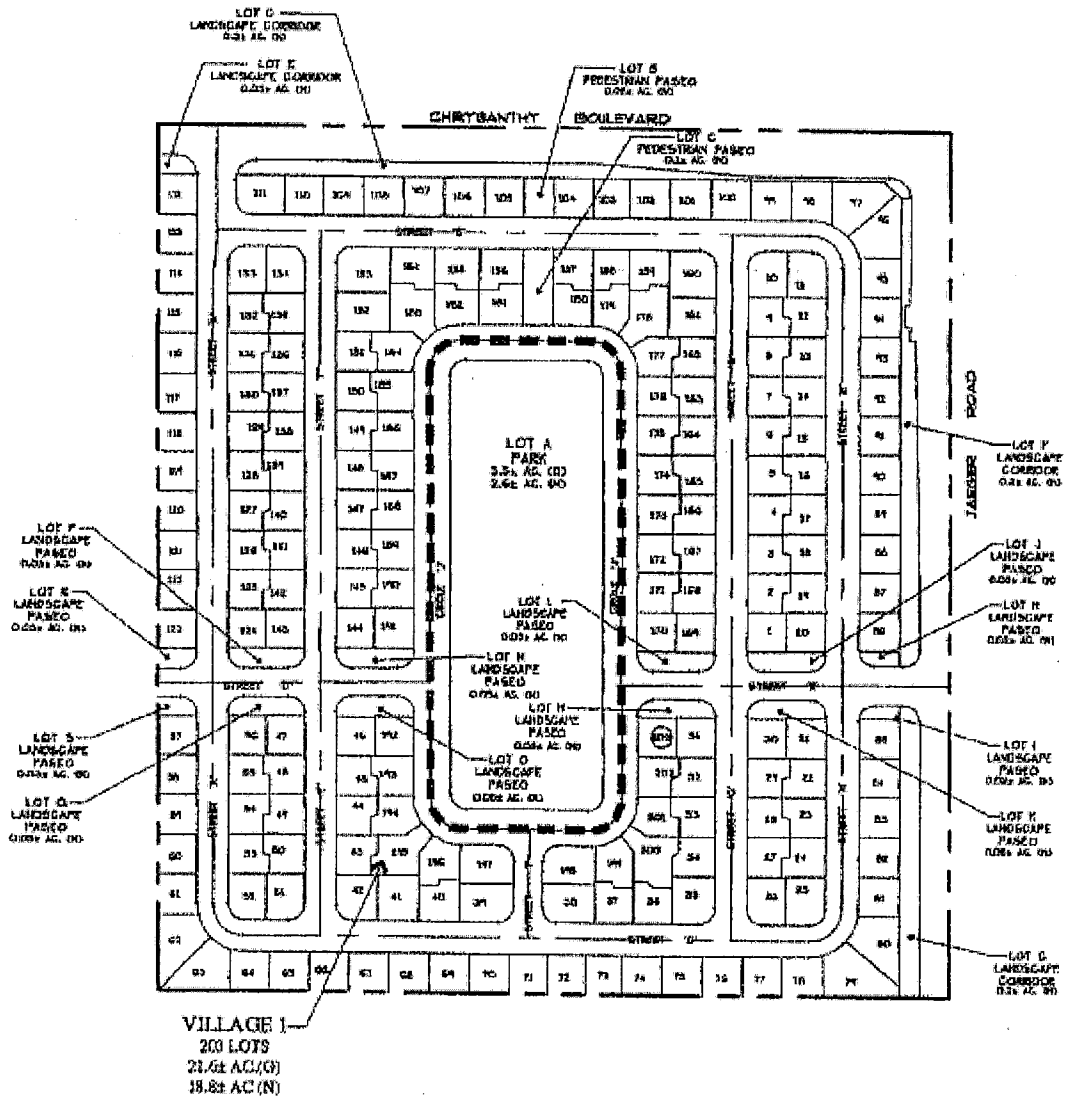
LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

ANATOLIA IV

CITY OF RANCHO CORDOVA, CALIFORNIA

DECEMBER 30, 2004
(REVISED MAY 18, 2005)

EXHIBIT "B"



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

EXHIBIT C**Amount of Tax per Parcel by Land Use Category****A. Residential Dwelling Units**

The amount of Tax per Parcel for all residential dwelling Land Use Code Categories shall be \$450 for each residential dwelling unit. (Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax)).

B. Non-Residential

The amount of Tax per Parcel for all Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$ 0.25 for each square foot of gross parcel area.

MEMORANDUM



DATE: August 6, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Rupa Somavarapu, Senior Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 79-2018 WITH KIMLEY HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$175,000 FOR THE TRANSPORTATION PLANNING STUDY OF THE OLSON DRIVE AND ZINFANDEL DRIVE CORRIDOR**

RECOMMENDATION

Adopt Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will authorize the City Manager to execute Contract No. 79-2018 in an amount not to exceed \$175,000 with Kimley Horn and Associates, Inc. to prepare a planning study for corridor enhancement and circulation improvements of Olson Drive and Zinfandel Drive corridors.

BACKGROUND

The City has been actively pursuing grant opportunities for transportation projects that reduce congestion, beautify corridors, and improve safety for cyclists, pedestrians and vehicles. The City has successfully secured a Caltrans Sustainable Communities grant in the amount of \$155,000, which will be leveraged with \$20,000 in local funds to study opportunities to improve Olson Drive from Zinfandel Drive to Folsom Boulevard and to better connect the Zinfandel Drive Light Rail station south along Zinfandel Drive (see site location map **Attachment 5**). The study will also include outreach to stakeholders.

Proposals were solicited on the City's website and CIPList.com on May 16, 2018. Proposals for the project were received on June 6th, 2018. A total of three competitive proposals were received and Kimley Horn and Associates, Inc. was found to be the most qualified. Staff recommends awarding the Engineering Services contract to Kimley Horn.

FISCAL IMPACT

Funding for this project consists of local Measure A Funds and Road Maintenance and Rehabilitation, Caltrans Sustainable Communities Grant. There is no impact to the City's General Fund.

ATTACHMENTS

1. Resolution
2. Contract No. 79-2018
3. Exhibit A to Contract 79-2018
4. Exhibit B to Contract 79-2018
5. Site Location Map
6. Caltrans Award Letter

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 79-2018 WITH KIMLEY HORN AND ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$175,000 FOR THE TRANSPORTATION PLANNING STUDY OF THE OLSON DRIVE AND ZINFANDEL DRIVE CORRIDOR

WHEREAS, the City of Rancho Cordova desires to enter into Contract No. 79-2018 with Kimley Horn and Associates, Inc. in an amount not to exceed \$175,000 for the Transportation Planning Study of the Olson Drive and Zinfandel Drive Corridor; and

WHEREAS, the City received State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, the City has successfully secured a Caltrans Sustainable Communities grant in the amount of \$155,000, which will be leveraged with \$20,000 of local Measure A funds; and

WHEREAS, the study will identify opportunities to improve Olson Drive from Zinfandel Drive to Folsom Boulevard; and

WHEREAS, proposals were solicited on the City's Website and CIPList.com on May 16, 2018 and three competitive proposals were received on June 6th, 2018.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute Contract No. 79-2018 with Kimley Horn and Associates, Inc. in an amount not to exceed \$175,000 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of August 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTACHMENT 1**ATTEST:**

Stacy Leitner, City Clerk

ATTACHMENT 2
CONTRACT NO. 79-2018

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND
KIMLEY HORN AND ASSOCIATES, INC.**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and Kimley Horn and Associates, Inc., ("Professional") as of _____, 2018.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2019, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$175,000, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all

ATTACHMENT 2
CONTRACT NO. 79-2018

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

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

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

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

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

2.3 N/A.

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

ATTACHMENT 2
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In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

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

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

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

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

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insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less

ATTACHMENT 2
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than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

- 4.3.1 Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- 4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- 4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:
 - a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

- 4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 **Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each

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subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

ATTACHMENT 2
CONTRACT NO. 79-2018

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

5.2 PERS Indemnification. In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3 Design Professionals. Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

6.1 Independent Contractor. At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this

ATTACHMENT 2

CONTRACT NO. 79-2018

Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in

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CONTRACT NO. 79-2018

effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

- 7.5 Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

ATTACHMENT 2
CONTRACT NO. 79-2018

- 8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
 - 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
 - 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

ATTACHMENT 2
CONTRACT NO. 79-2018

- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Sacramento or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

ATTACHMENT 2
CONTRACT NO. 79-2018

10.6 Use of Recycled Products. Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

10.8 Solicitation. Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Rupa Somavarapu ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

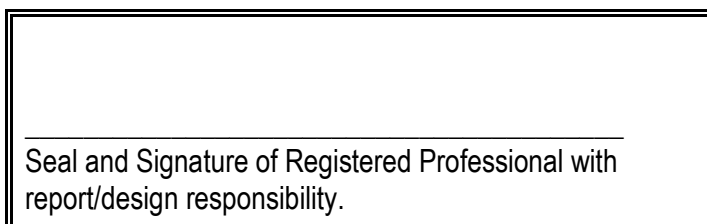
10.10 Notices. Any written notice to Professional shall be sent to:
Kimley Horn and Associates, Inc.
Attention: Matt Schmitt, Senior Project Manager
555 Capitol Mall, Suite 300
Sacramento, CA 95814
Phone: (916) 330-3009
Email Address (for Insurance Update Requests)
michael.schmitt@kimley-horn.com

Any written notice to City shall be sent to:
City of Rancho Cordova
Attention: Rupa Somavarapu, Public Works Department
2729 Prospect Park Drive

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CONTRACT NO. 79-2018

Rancho Cordova, CA 95670

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



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

ATTACHMENT 2
CONTRACT NO. 79-2018

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

CITY OF RANCHO CORDOVA

KIMLEY HORN AND ASSOCIATES, INC.

Cyrus Abhar, City Manager

Matthew D. Weir, Vice President

Date: _____

Date: _____

Attest:

Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

ATTACHMENT 2
CONTRACT NO. 79-2018

EXHIBIT A

SCOPE OF SERVICES

See Attached Exhibit.

ATTACHMENT 2
CONTRACT NO. 79-2018

EXHIBIT B
COMPENSATION SCHEDULE

See Attached Exhibit.

Form W-9 (Rev. September 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

YEAR

Withholding Exemption Certificate

CALIFORNIA FORM

2010

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name _____

Vendor/Payee's name _____

Vendor/Payee's ☐ SSN or ITIN
☐ SOS file no. ☐ CA corp. no. ☐ FEIN

Address (number and street, PO Box, or PMB no.) _____

Apt. no./ Ste. no. _____

City _____

State _____

ZIP Code _____

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☐ **Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or Limited Liability Companies (LLC):**

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a Limited Liability Partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Vendor/Payee's name and title (type or print) _____ Daytime telephone no. _____

Vendor/Payee's signature ► _____ Date _____

For Privacy Notice, get form FTB 1131.

7061103

Form 590 c2 2009 (REV 03-10)

- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders

Domicile is defined as the one place:

- Where you maintain a true, fixed and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA).

For assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032, Tax Information for Military Personnel.

F What Is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The vendor/payee must notify the withholding agent if any of the following situations occur:

- The individual vendor/payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900

916.845.4900

Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

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EXHIBIT A

Task 0: Project Administration and Initiation

This task includes general project administration, including management of project staff, quality control, project accounting, and management of subconsultants. This Scope of Services is anticipated to be completed over a 12-month period.

Upon receipt of Notice to Proceed, Kimley-Horn will coordinate and attend a project kick-off meeting. The primary purpose of this coordination will be to confirm the expectations of the project, to identify and discuss critical issues, and to establish a mutually acceptable project schedule.

Deliverable(s)

- *Summary of kick-off meeting*
- *Progress reports and invoices*

Task 1: Existing Conditions and Preliminary Technical Evaluation

Kimley-Horn will review readily available project related documentation to be provided by the City. The City shall provide existing planning documents, traffic studies, accident data, field observations, resident complaints, and other data relevant to the project. Kimley-Horn will review this data and conduct limited field observations to note existing bicycle and pedestrian facilities, existing lane configurations and driveway locations, and other features to establish existing conditions, opportunities, and constraints.

Kimley-Horn will review the preliminary feasibility of previously identified project options (as specified by the City), citizen concerns, and other potentially feasible solutions.

Kimley-Horn will summarize the existing conditions' observations and preliminary technical evaluation in a brief technical memorandum.

Deliverable(s)

- *Existing Conditions and Preliminary Evaluation Memorandum*

Task 2: Public Outreach

Task 2.1: Create a Stakeholder Advisory Committee (SAC)

In consultation with the City, Kimley-Horn will identify potential project stakeholders to establish the project's Stakeholder Advisory Committee (SAC). The City will assist with invitations and notifications as necessary to encourage key representatives' participation. As part of this task, the Kimley-Horn team will also prepare a public participation plan providing an overview of outreach activities planned.

Deliverable(s)

- *Public Involvement Plan*



Task 2.2: Conduct SAC Meetings

Kimley-Horn will conduct up to two (2) SAC meetings for the primary purpose of gathering information, both historic and existing, and to provide an overview of the project at key milestones.

Deliverable(s)

- *SAC Presentations*
- *Summary of comments received during SAC Meetings*

Task 2.3: Environmental Justice Assessment

Kimley-Horn will, using Geographical Information System (GIS), evaluate American Community Survey (ACS) Census data to identify minority and low-income communities. The GIS information will be augmented, as appropriate, with City Staff and local knowledge to further refine the findings of this analysis.

Deliverable(s)

- *GIS Maps summarizing the results of the Environmental Justice assessment*

Task 2.4: Community Workshop #1

Kimley-Horn will conduct a community workshop to introduce the project to the public, define the purpose and scope of the project, and inform the public of opportunities to provide on-going input on development of the project. Community Workshop #1 will present results of the Environmental Justice Assessment (Task 2.3).

Deliverable(s)

- *Community Workshop #1 Presentation*
- *Summary of comments received during Workshop #1*

Task 2.5: Community Workshop #2

Kimley-Horn will conduct a community workshop to present the Preliminary Draft Comprehensive Corridor Enhancement and Circulation Plan to the public to solicit feedback and comments.

Deliverable(s)

- *Community Workshop #2 Presentation*
- *Summary of comments received during Workshop #2*



Task 2.6: City Council Meeting

Kimley-Horn will participate in a City Council meeting to present the Draft Comprehensive Corridor Enhancement and Circulation Plan.

Deliverable(s)

- *Summary of comments received during the City Council Meeting*

Task 3: Determine Potential Projects

Task 3.1: Data Collection

Kimley-Horn will work with the city to identify readily available data pertaining to existing vehicle, bicycle, and pedestrians. Additionally, Kimley-Horn will collect additional data up to the amount provided for within the cost estimate. The field review completed and the observations noted in Task 1 will serve as baseline conditions for this task. Kimley-Horn will summarize data collected in a brief technical memorandum.

Deliverable(s)

- *Data Collection Memorandum*

Task 3.2: Community Survey

Kimley-Horn will, using SurveyMonkey, or similar online survey tool, conduct a community survey of users and nearby residents and workers to understand preferences, uses, and perceived opportunities and constraints related to the site and area. City staff will distribute the survey through multiple media outlets, and hard copies will be distributed as applicable to ensure outreach to disadvantaged areas. Kimley-Horn will prepare a summary report of the findings of the survey.

Deliverable(s)

- *Online and hardcopy of community survey*
- *Summary report of survey findings*

Task 3.3: Land Use and Demographic Analysis

Kimley-Horn will review existing zoning, local destinations, parks, transit hubs, schools, and land use forecasts to inform the selection of active transportation connections in the project area. Demographic and socio-economic characteristics analyzed during Task 2.3 will also be used to identify communities which are likely in need and would support the creation of new bike/walking access to connect communities to the Olson Drive and Zinfandel Drive corridors. This information will be summarized in a graphical format.

Deliverable(s)

- *Graphics summarizing land use and demographic analysis findings*



Task 3.4: New Technology Evaluation/Analysis

Kimley-Horn will review current and emerging technologies as they potentially apply to the project. Focus will be given to identifying how they might address existing issues or how they might change transportation within and near the corridor in the future. As part of this review, Kimley-Horn will consider a variety of transportation technologies including the autonomous vehicles, transportation network carriers (TNCs), Intelligent Transportation Systems (ITS) elements, and other smart technology options that might benefit the corridor. Kimley-Horn will prepare a brief technical memorandum, summarizing findings from this task and identifying potential implementation challenges associated with these options along project corridors.

Deliverable(s)

- *Transportation Technology Memorandum*

Task 3.5: Strategy for Addressing Community Concerns

Kimley-Horn will review concerns and issues brought up by the business and resident community in the survey and workshops for identifying strategies to address those concerns. As feasible, Kimley-Horn will include these strategies in the recommended project options and project list. Kimley-Horn will prepare a brief memorandum summarizing identified strategies.

Deliverable(s)

- *Strategies to Address Community Concerns Memorandum*

Task 3.6: Draft Recommended Projects List

Consistent with land use and demographic analysis and community survey, Kimley-Horn will develop a comprehensive draft recommended projects list, including active transportation connections in surrounding disadvantaged communities. The recommended projects may include new technology mobility options and projects that improve circulation, access, and are anticipated to revitalize the area.

Deliverable(s)

- *Draft project list*

Task 4: Project Level Analysis

Task 4.1: Site Reconnaissance

Kimley-Horn will complete site reconnaissance with an understood focus to identify opportunities for improved circulation and safety both on-site and along the Olson Drive and Zinfandel Drive corridors. These improvements are intended to result in enhanced traffic movement, reduced congestion, reduced greenhouse gases, and lower delay. This analysis will also verify opportunities to connect to the existing and future Active Transportation elements. Obstacles such as encroached fences and trees in the City's right-of-way as well as sidewalk gaps and hazards that are observed will be noted. Potential improvements and obstacles will be summarized in a brief technical memorandum.



Deliverable(s)

- *Site Reconnaissance Memorandum*

Task 4.2: Identify Maintenance, Management, and Security

Kimley-Horn will participate in a meeting with the City's operation and maintenance group to discuss existing conditions, safety and security issues, future maintenance costs, and benefits to the community. This process will help define considerations that should be made in the development of corridor enhancements to ensure that improvements are easy to maintain and do not become a security hazard once constructed.

Deliverable(s)

- *Summary of meeting with City's staff*

Task 4.3: Health and Safety Benefits

Public health and safety benefits of disadvantaged communities will be considered. Kimley-Horn will identify how to make the community more livable, provide safe routes to businesses, provide opportunities for physical activity to promote physical well-being and mental health, enhance the safety of all the mobility users, and provide access to transit, the site, and existing bike lanes. Kimley-Horn will prepare a brief technical memorandum that highlights health and safety benefits of the draft project list.

Deliverable(s)

- *Summary of health and safety benefits*

Task 4.4: Development of Concepts

Kimley-Horn will develop conceptual sketches for the study area which could include features such as roadway improvements, bike/walking facility improvements, lighting, landscaping, safe access from the disadvantaged communities to the retail along Olson Drive, and better on-site circulation to ensure safety for residents and drivers. Conceptual sketches will be developed showing typical plan and cross-section views.

Deliverable(s)

- *Graphical representations of select improvements*

Task 4.5: Develop Planning Level Cost Estimate

Based upon the conceptual geometrics and demographic analysis, Kimley-Horn will develop planning level cost estimates for the project.

Deliverable(s)

- *Planning level cost estimates*



PROPOSAL FOR
Engineering Services and Public Outreach for
Preparation for Corridor Enhancement and
Circulation Study for the
**Olson Drive and Zinfandel Drive
Corridor Project**

Task 4.6: Phasing/Implementation Plan

Kimley-Horn will develop a phasing plan to implement selected projects from the list including the assumptions and constraints.

Deliverable(s)

- *Phasing Plan*

Task 4.7: Identify Potential Funding Sources

Kimley-Horn will review and identify potential federal, state, and local funding sources for future construction and implementation of the preferred alternative.

Deliverable(s)

- *List of identified funding sources*

Task 5: Develop Comprehensive Corridor Enhancement and Circulation Plan Study

Task 5.1: Prepare Draft Study

Kimley-Horn will prepare a comprehensive draft of the Corridor Enhancement and Circulation Study based on the work completed in Tasks 1 through 4.

Deliverable(s)

- *Preliminary Draft Corridor Enhancement and Circulation Study*

Task 5.2: Present Draft Study

The draft study will be presented to the SAC and at Community Workshop #2 for public comment as described in Task 2.2 and Task 2.5.

Task 5.3: Incorporate Comments, Finalize Draft

Kimley-Horn will incorporate comments from the Community Workshop #2 and SAC comments and provide a final study to the City.

Deliverable(s)

- *Draft Corridor Enhancement and Circulation Study*

Task 5.4: Public Hearing

The final draft of the Corridor Enhancement and Circulation Study will be presented at a City Council meeting for comment and review.

Deliverable(s)

- *City Council Presentation of Draft Corridor Enhancement and Circulation Study*



PROPOSAL FOR
Engineering Services and Public Outreach for
Preparation for Corridor Enhancement and
Circulation Study for the
**Olson Drive and Zinfandel Drive
Corridor Project**

Task 5.5: Prepare Final Study

Kimley-Horn will complete the final study addressing the comments from Public Hearings including City Council comments. The final report will include preliminary planning level cost estimates for each of the projects recommended. The estimates will include, but are not limited to:

- Structure costs
- Approach costs
- Right-of-way
- Engineering Fee
- New/Emerging Technology Options
- Appropriate Contingencies

Kimley-Horn will include a description of the basis used to calculate the cost estimates as appendices in the report.

Deliverable(s)

- *Final Corridor Enhancement and Circulation Study*

Task 5.6: City Council Acceptance

The final study will be presented to the City Council at a Council meeting for review and acceptance.

Deliverable(s)

- *City Council presentation of Final Corridor Enhancement and Circulation Study*

Task 6: Grant Application Support

Kimley-Horn will identify local, state, and federal grant opportunities by matching/associating the listed projects with established grant programs, and will provide limited assistance (see effort estimate below) in the development of grants and other funding applications. Grant opportunities will include, but not be limited to:

- Active Transportation Program Grants
- Federal Earmarks
- Complete Street Grants
- CMAQ
- Other non-motorized enhancement programs

Kimley-Horn will provide assistance in the form of up to ten (10) labor hours to develop initial grant applications.



ATTACHMENT 4

PROPOSAL FOR
Engineering Services and Public Outreach for
Preparation for Corridor Enhancement and
Circulation Study for the

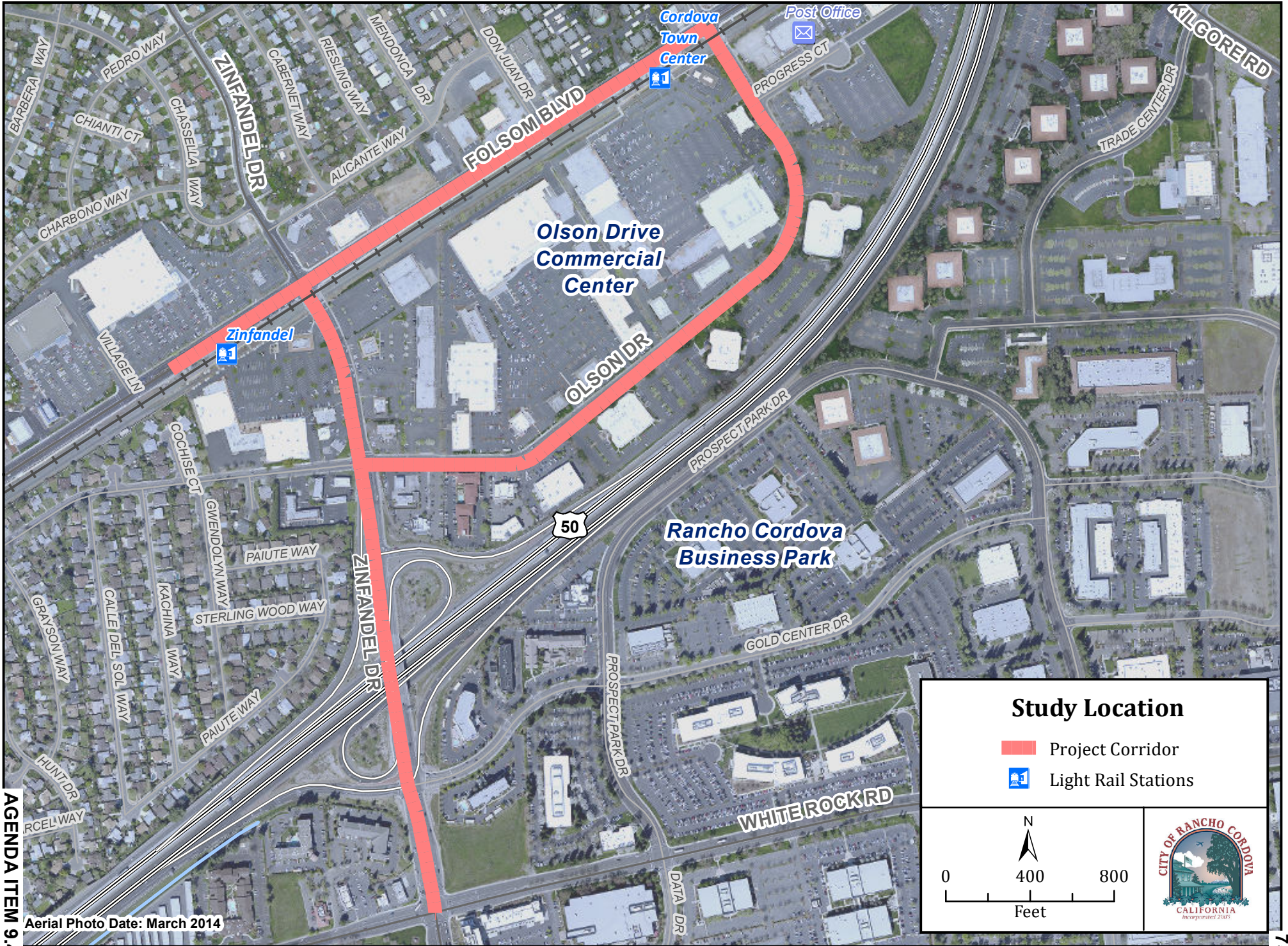
**Olson Drive and Zinfandel Drive
Corridor Project**

EXHIBIT B

COST ESTIMATE

	Name	Category/Title	Billing Rate*	Kimley-Horn and Associates, Inc.									Total Hours	Total Cost		
				Michael Schmitt	Matt Weir	Fareed Pittalwala	Adam Dankberg	Sean Houck	Sheetal Bhatt	Professional I	Analyst II	Analyst I			Project Support	Admin Support
				Project Manager	Principal In Charge	Sr. Professional	Professional II	Sr. Professional	Professional II							
				\$242.85	\$239.55	\$232.96	\$214.75	\$243.68	\$193.31	\$178.31	\$132.53	\$112.24	\$129.42	\$103.27		
Task 0:	Project Initiation and Administration			20	4								4	16	44	\$ 7,985.20
	Project Administration			16									4	16	36	\$ 6,055.60
	Project Kick-Off Meeting			4	4						4				12	\$ 2,459.72
Task 1:	Existing Conditions			12	10					20	40	12		4	98	\$ 15,937.06
	Review Materials and Conduct Limited Field Observations			4	4					4	8	4			24	\$ 4,152.04
	Preliminary Technical Evaluation			4	4					8	16	4			36	\$ 5,925.52
	Prepare Existing Conditions and Preliminary Evaluation Memo			4	2					8	16	4		4	38	\$ 5,859.50
Task 2:	Public Outreach			24	6						48			4	82	\$ 14,040.22
	SAC Development & Meetings			8	4						24		8	2	44	\$ 6,844.52
	Community Workshop (2)			16	4						24		8	2	54	\$ 9,266.42
Task 3:	Potential Projects			28	16	4	4	4	2	32	36	12		4	142	\$ 26,021.74
	Data Collection			2	2				2	8	8	4			26	\$ 4,287.10
	Community Survey			8							16				24	\$ 4,063.28
	Land Use of Demographic Analysis			8						8		4			20	\$ 3,818.24
	New Technology Evaluation/Analysis				16					8					16	\$ 3,342.88
	Strategy for Addressing Community Concerns			4	4	4	2				4				18	\$ 3,821.06
	Draft Recommended Projects List			6	6		2	4		8	8	4		4	42	\$ 7,647.38
Task 4:	Project Analyses			54	20	10	6	8	8	36	64	0		6	212	\$ 40,539.62
	Site Reconnaissance and Survey			4	4	4				8	16				36	\$ 6,408.40
	Identify Maintenance, Management and Security			8	2	2			2						14	\$ 3,274.44
	Health and Safety Benefits			4	2	2					8				16	\$ 2,976.66
	Development of Concepts			24	8	2	4	8	4	8	24			4	86	\$ 16,812.68
	Develop Planning Level Cost Estimate			2						4					6	\$ 1,198.94
	Phasing/Implementation Plan			4	4		2		2		16				28	\$ 4,866.20
	Identify Potential Funding Sources			8						16				2	26	\$ 5,002.30
Task 5:	Develop Plan			48	8					20	76	24		26	202	\$ 32,590.46
	Prepare Draft Study			24	8					8	40	8		6	94	\$ 15,990.02
	Present Draft Study			4							4	4		4	16	\$ 2,363.56
	Incorporate Comments, Finalize Draft Study			4						4	8	8		4	28	\$ 4,055.88
	Public Hearing(s)			8							16			6	30	\$ 4,682.90
	Prepare Final Study			4						4	8	4		4	24	\$ 3,606.92
	City Council Acceptance			4						4				2	10	\$ 1,891.18
Task 6:	Grant Application Support			4							6			0	10	\$ 1,766.58
	Limited Application Assistance			4							6				10	\$ 1,766.58
	TOTAL HOURS			190	64	14	10	12	10	108	270	48	4	60	790	
	Subtotal Labor:			\$ 46,141.50	\$ 15,331.20	\$ 3,261.44	\$ 2,147.50	\$ 2,924.16	\$ 1,933.10	\$ 19,257.48	\$ 35,783.10	\$ 5,387.52	\$ 517.68	\$ 6,196.20		\$ 138,880.88
	Other Direct Costs															\$ 16,041.61
	Labor Escalation															\$ 1,041.61
	Subconsultant (Outreach - Flint)															\$ 10,000.00
	Traffic Counts															\$ 5,000.00
	TOTAL COST:															\$ 154,922.49

* Rates are escalated and are estimated based on anticipated salary increases that will take affect 07/01/18



DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS-32
SACRAMENTO, CA 94273-0001
PHONE (916) 654-2596
FAX (916) 653-0001
TTY 711
www.dot.ca.gov



*Making Conservation
a California Way of Life.*

December 15, 2017

Mr. Albert Stricker
Public Works Director
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Dear Mr. Stricker:

On behalf of the California Department of Transportation (Caltrans), Division of Transportation Planning, I am pleased to offer my congratulations to the City of Rancho Cordova for the recent award of the following State transportation planning grant for fiscal year (FY) 2017–18:

Grant Program: Road Maintenance & Rehabilitation Account – Sustainable Communities

Grant Title:	The Corridor Enhancement and Circulation Study for Olson Drive
Grant Award:	\$155,000
Local Match:	\$20,000
Total Project Amount:	\$175,000

Please see the list below which identifies specific conditions for a grantee to accept grant funding, to program funds, and to begin work. Conditions one through four must be fulfilled no later than January 12, 2018 by submitting these items to Caltrans District staff for approval. Failure to fulfill these conditions will result in forfeiture of funds. Also note, final products must be completed and submitted to Caltrans no later than February 28, 2020. Final requests for reimbursements must be submitted to Caltrans no later than April 28, 2020.

Conditions of Grant Acceptance

These State grant funds cannot be expended or reimbursed until the following conditions are satisfied:

1. The revised final Scope of Work, Project Timeline with the earliest start date of May 1 2018, and Grant Application Cover Sheet are submitted to Caltrans District 3 for approval.
2. A Payee Data Record (STD. 204) is completed and submitted. Although the form indicates that government entities are not required to submit this form, it is needed to ensure payments are sent to the correct recipient.

Mr. Albert Stricker
December 15, 2017
Page 2

3. If applicable, a Third Party In-kind Valuation Plan is submitted for the use of in-kind contributions to satisfy the minimum local match requirement. Third party in-kind contributions are goods and services donated from outside the grantee's agency, such as donated printing, facilities, interpreters, equipment, advertising, time and effort, staff time, and other goods and services.
4. If applicable, indirect costs must have been identified in the approved grant Scope of Work and project timeline.
5. A local resolution from the City of Rancho Cordova governing board stating the grant project title and title of the person authorized to enter into a contract with Caltrans must be provided no later than February 22, 2018.
6. The City of Rancho Cordova receives a fully executed contract and has been formally notified by Caltrans District staff to begin work.

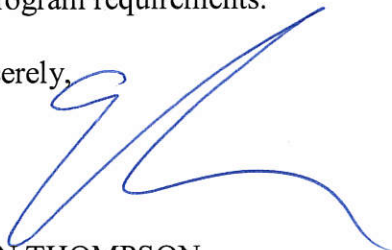
The contracting process can begin once the first five conditions have been satisfied. For your convenience, a toolbox to aid you during this process is available on our website below:

<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>.

A Quarterly Progress Report with a brief narrative of completed project activities will need to be submitted to the district grant manager once the project is under way. Request for reimbursement with the required minimum local match can be submitted monthly, but must be submitted quarterly.

Please contact Jacob Buffenbarger, in Caltrans District 3, at (916) 263-1625, or Gilbert Valencia, Headquarters Liaison, at (916) 653-3067 if you have any questions concerning these grant funds or program requirements.

Sincerely,



ERIN THOMPSON
Chief, Office of Regional Planning

Mr. Albert Stricker
December 15, 2017
Page 3

- c: Rupa Somavarapu, Senior Civil Engineer, City of Rancho Cordova
- Jeffrey Morneau, Senior Transportation Planner, Caltrans, District 3
- Jacob Buffenbarger, Transportation Planner, Caltrans, District 3
- Gilbert Valencia, Transportation Planner, Caltrans, Headquarters

MEMORANDUM

DATE: August 6, 2018

TO: Honorable Mayor and Council Members

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

SUBJECT: ANNEXATION OF GRANTLINE 208 PROJECT TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2014-2 (STREET LIGHTING AND ROAD MAINTENANCE)



RECOMMENDATION

Adopt Resolution.

RESULT OF RECOMMENDED ACTIONS

Adoption of the Resolution approves Annexation Map No. 6 for the Grantline 208 Project to Community Facilities District No. 2014-2 (Street Lighting and Road Maintenance) (hereinafter "CFD No. 2014-2"), and approves the recording of the annexation map and the Notice of Special Tax Lien.

BACKGROUND

On April 21, 2014, the City adopted a Resolution of Intention to establish a Community Facilities District (CFD) and Future Annexation Area for Citywide street lighting and road maintenance services. On June 2, 2014, the City adopted the Resolution forming CFD No. 2014-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"). The action defining the Future Annexation Area for the District provided for a more efficient process for the annexation of property when the property owners have provided unanimous consent. Defining the future annexation area provided the Resolution of intention, noticing, and public hearing for the entire future annexation area so these steps do not need to be repeated for each annexation.

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

DISCUSSION

The project included in this action was conditioned to annex to CFD No. 2014-2 to provide funding for maintenance services including the maintenance, repair, replacement and lighting of public streets and roads and appurtenant facilities in the public right of way. In July 2018, the property owner signed a unanimous approval of the annexation to CFD No. 2014-2. Adoption of the attached Resolution approves Annexation Map No. 6 for the project and directs the City Clerk to execute and record the Map and Notice of Special Tax Lien for the project.

ATTACHMENTS

1. Resolution
2. Boundary Map
3. Notice of Special Tax, including Exhibits A and B

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION XX-XXXX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, APPROVING THE BOUNDARY MAP FOR THE GRANTLINE 208
PROJECT ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES
DISTRICT NO. 2014-2 (STREET LIGHTING AND ROAD MAINTENANCE)**

WHEREAS, the Conditions of Approval for the Grantline 208 Project requires the property owner/applicant to participate in the provision of funding to provide fair share maintenance of any existing and all new public improvements associated with the project; and

WHEREAS, on April 21, 2014, the City adopted Resolution No. 20-2014 declaring its intention to establish Community Facilities District No. 2014-2 (Street Lighting and Road Maintenance) (the "District") and Future Annexation Area for maintenance of street lighting and road maintenance services. On June 2, 2014, the City adopted Resolution No. 34-2014 forming CFD No. 2012-2 pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 5311 et seq.) (the "Act"); and

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

WHEREAS, in July of 2018, the property owner executed a unanimous approval form which irrevocably consents to and votes in favor of the annexation of the property to the district and the levy of the special tax on the property to finance the services of the CFD in accordance with the Rate and Method of the District; and

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

WHEREAS, City staff has had Annexation Map No. 6 prepared for the property known as the Grantline 208 Project, **EXHIBIT A** attached hereto, for the annexation of the property to CFD No. 2014-2 (Street Lighting and Road Maintenance).

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

1. The Council so finds and determines the above recitals are true and correct.
2. Council approves Annexation Map No. 6 and finds and determines that the territory shown in the Annexation Map is hereby added to and made a part of the District with full legal effect.
3. The City Clerk is directed to execute and record Annexation Map No. 6 in the office of the County Recorder of Sacramento County not later than 15 days after the adoption of this Resolution.

ATTACHMENT 1

4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence in Fiscal Year 2018-2019, and the rate and method of apportionment of said tax shall be as set forth in the Resolution of Formation of the District.
5. The City Clerk is directed to execute and record a Notice of Special Tax Lien in substantially the same form as shown in **EXHIBIT B** attached hereto, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 6.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of August, 2018, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

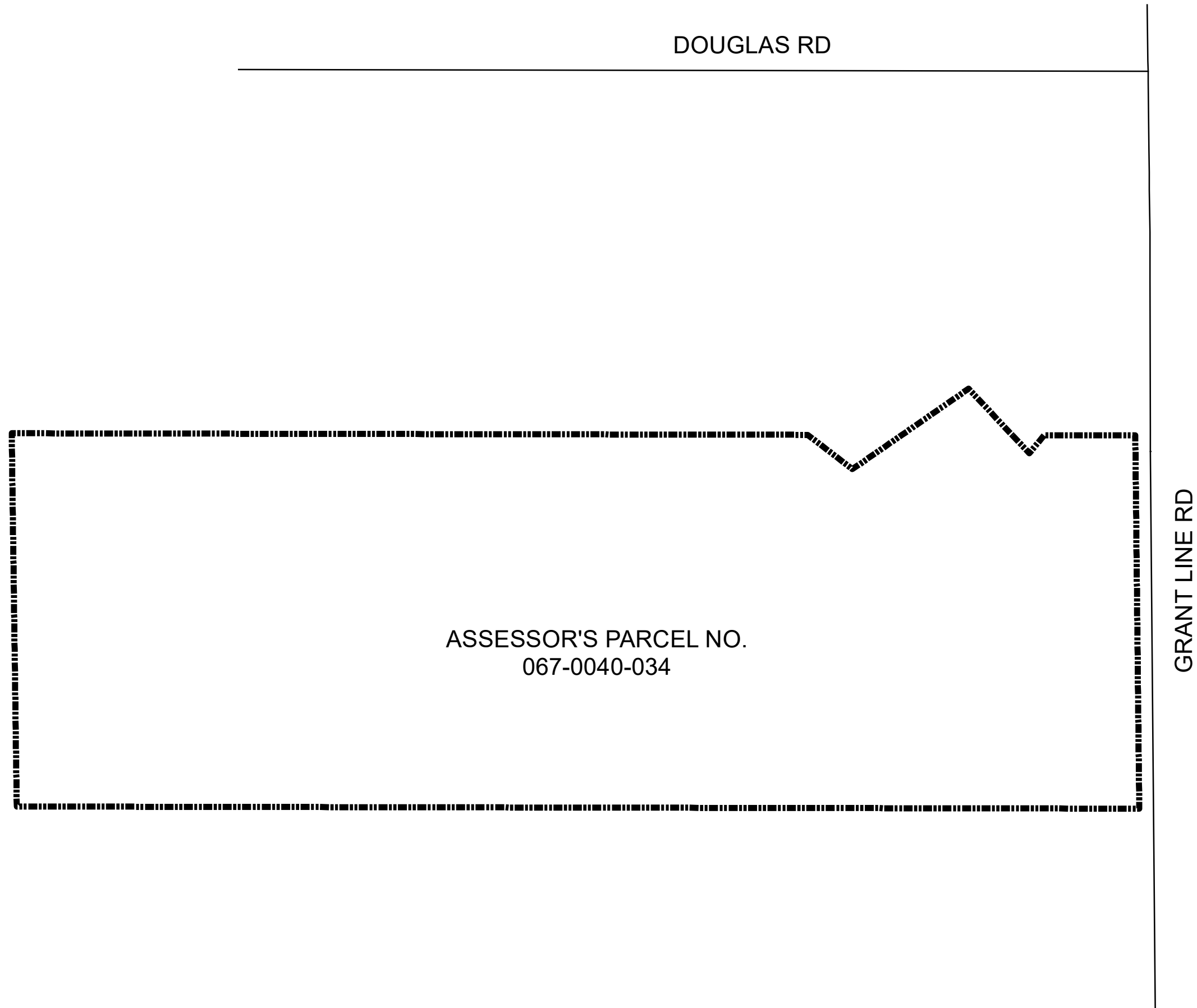
ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

PROPOSED BOUNDARY OF
ANNEXATION 6 (GRANTLINE 208 PROJECT) TO
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS _____ DAY OF _____ 2018.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED ANNEXATION 6 TO COMMUNITY FACILITIES DISTRICT NO. 2014-2, (STREET MAINTENANCE, LIGHTING AND LANDSCAPING), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2018. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

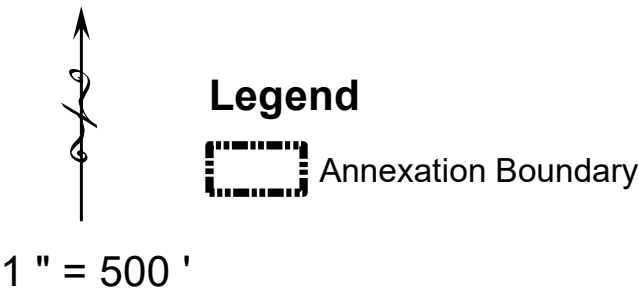
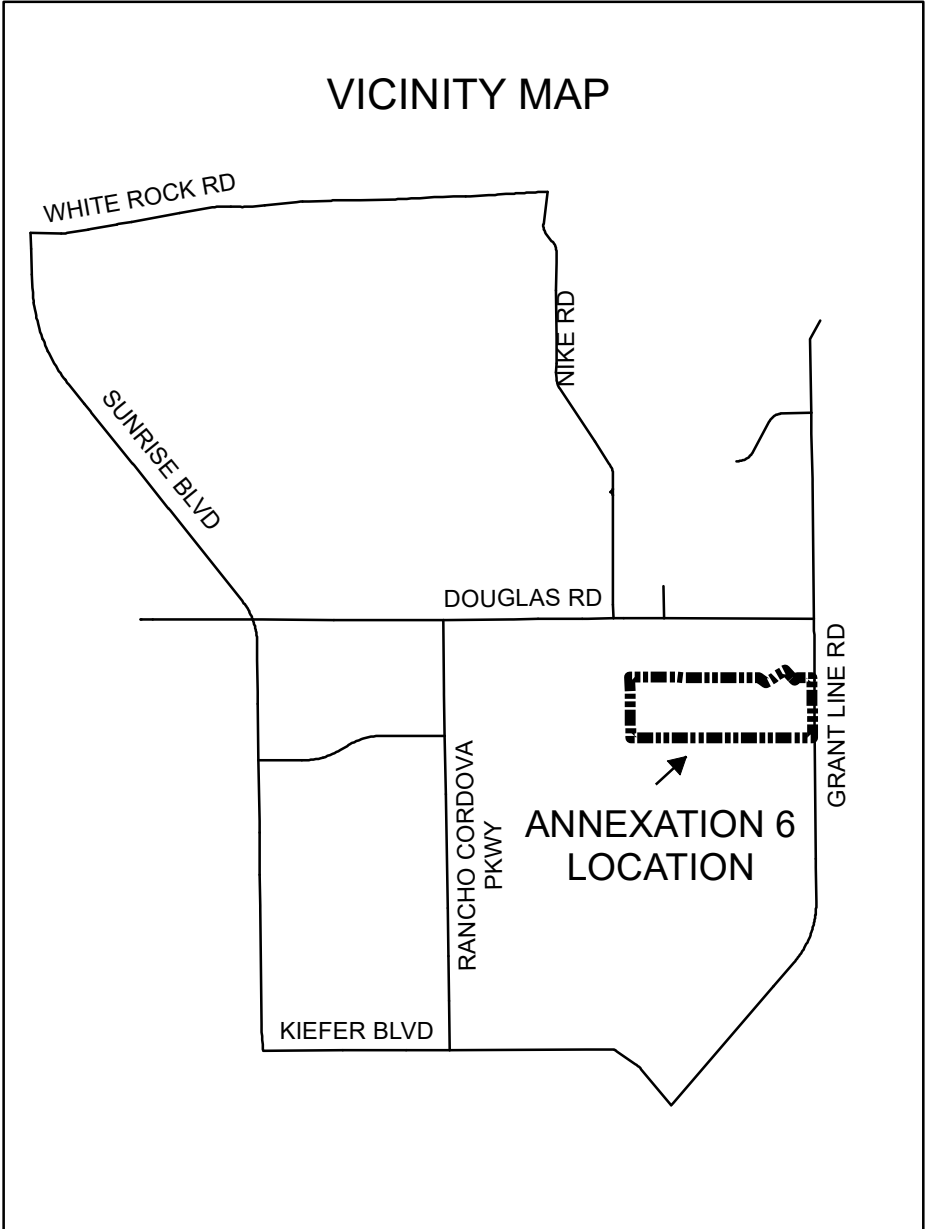
COUNTY RECORDER'S FILING STATEMENT

FILED THIS _____ DAY OF _____ 2018. AT THE HOUR OF _____ O'CLOCK ____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____



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

PROPOSED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2014-2
ANNEXATION 6 (Grantline 208 Project)
County of Sacramento, California

Sheet 1 of 1

ATTACHMENT 3

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, California 95670
Attention: City Clerk

AMENDED NOTICE OF SPECIAL TAX LIEN

Pursuant to the requirements of Section 3114.5 of the Streets and Highways Code and Section 53328.3 of the Government Code, the undersigned clerk of the legislative body of the City of Rancho Cordova (the "City"), State of California, hereby gives notice that a lien to secure payment of special taxes is hereby imposed by the City Council of the City. The special taxes secured by this lien are authorized to be levied for the purpose of providing services and materials for the ordinary and usual operation, maintenance and servicing of the street improvements, the street-lighting network, dedicated easements, and appurtenant facilities, and administration and overhead of all aspects of the district.

The special taxes are authorized to be levied within Annexation Map No. 6 (the "Annexed Area") of the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance) (the "District"), which has now been officially annexed to the District, and the lien of the special taxes are a continuing lien which shall secure each annual levy of the special taxes and which shall continue in force and effect until the special taxes cease to be levied and a notice of cessation of special taxes is recorded in accordance with Section 53330.5 of the Government Code.

The rate, method of apportionment, and manner of collection of authorized special tax is as set forth in Exhibit "B" attached hereto and hereby made a part hereof. The obligation to pay the special tax may not be prepaid and permanently satisfied and the lien of the special taxes canceled.

Notice is further given that upon the recording of this notice in the office of the county recorder, the obligation to pay the special tax levies shall become a lien upon all nonexempt real property within the District in accordance with Section 3115.5 of the Streets and Highways Code.

The name of the owner and the assessor's tax parcel number(s) of the real property included within the District and not exempt from the special tax are as set forth in Exhibit "C" attached hereto.

Reference is hereby made to the Notice of Special Tax Lien with respect to the District recorded on June 17, 2014, as Document No. 20140617 page 353, in the office of the County Clerk & Recorder of the County of Sacramento, California, which contains

ATTACHMENT 3

a list of the then existing owners and assessor tax parcel numbers of the original boundaries of the District.

Reference is made to the boundary map of the District recorded at Book 116, Pages 0023-0024, Document No. 20140430 Pg0873 of Maps and Assessment and Community Facilities Districts in the Office of the County Recorder for the County of Sacramento, State of California (the "Original Boundary Map"), and the map of the Annexed Territory recorded at Book 123, Page 25, Document No. 201706140940 in the Office of the County Recorder for the County of Sacramento, State of California, which map together with the Original Boundary Map and the boundary maps of record for all prior annexations, are now the final boundary maps of the Community Facilities District including the Annexed Territory.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the Department of Public Works of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California 95670, (916) 851-8710.

Dated: _____

CITY CLERK OF THE CITY OF
RANCHO CORDOVA

ATTACHMENT 3**EXHIBIT A**

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET, LIGHTING AND LANDSCAPING MAINTENANCE)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance) shall be levied and collected according to the tax liability determined by the City Council, acting in its capacity as the legislative body of CFD No. 2014-2, through the application of the appropriate Special Tax rate, as described below. All of the property in CFD No. 2014-2, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD No. 2014-2 unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, a final parcel map, a final approved condominium plan, or functionally equivalent final map or instrument recorded in the Office of the County Recorder. If the area shown on said map is in square footage, Acreage shall be calculated by dividing the square footage by 43,560.

"Additional Load and Decorative Lighting Parcel" means any Parcel that is determined by the City to be both an Additional Load Parcel and a Decorative Lighting Parcel.

"Additional Load Parcel" means any Parcel of Commercial Property or Industrial Property that is determined by the City to create excessive wear and tear on the roadways and/or a high volume of vehicular traffic.

"Administrative Expenses" means the costs incurred by the City to determine, levy and collect the Special Tax, including salaries of City employees and fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports, and any other costs required to administer the CFD.

"Administrator" means the person or firm designated by the City to administer the Special Taxes according to this Rate and Method of Apportionment of Special Tax.

"Annual Escalation Factor" means the annual percentage increase in the McGraw-Hill Engineering News Record Construction Cost Index (ENR CCI) for the San Francisco area from January of the previous year to January of the year that the Special Tax is levied. In the event that the

ATTACHMENT 3

ENR CCI defined above is no longer reported, the City Council shall select a similar index to replace it.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Authorized Services” means the public services authorized to be funded by CFD No. 2014-2 as set forth in the documents adopted by the City Council when the CFD was formed.

“CFD” or **“CFD No. 2014-2”** means the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance).

“City” means the City of Rancho Cordova.

“City Council” means the City Council of the City of Rancho Cordova, acting as the legislative body of CFD No. 2014-2.

“Commercial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a commercial establishment which includes, but is not limited to, retail stores, clothing stores, book stores, convenience stores, drug stores, professional services (i.e., barber shops, dry cleaners), restaurants, supermarkets, hospitals, movie theaters, appliance and electronics stores, home supply stores, auto parts stores, and other retail uses. The City shall make the determination if a Parcel is Commercial Property.

“County” means the County of Sacramento.

“Decorative Lighting Parcel” means any Parcel of Developed Property that is determined by the City to have or benefit from decorative lighting features.

“Developed Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a use permit or building permit for new construction of a residential or non-residential structure (which shall not include a permit issued solely for construction of the foundation if another permit remains to be issued for vertical construction of the building) was issued prior to June 30 of the preceding Fiscal Year.

“Fiscal Year” means the period starting on July 1 and ending on the following June 30.

“Hotel Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for a structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers.

“Industrial Property” means, in any Fiscal Year, all Developed Property for which a building permit or use permit has been issued for construction of an industrial, manufacturing, or warehousing structure. The City shall make the determination if a Parcel is Industrial Property.

ATTACHMENT 3

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied on an Assessor’s Parcel in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for construction of a residential structure with five (5) or more Units that share a single Assessor’s Parcel number, all of which are offered for rent to the general public and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, collectively, Commercial Property, Hotel Property, Industrial Property, and Office Property.

“Office Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit or use permit has been issued for a building in which professional, banking, insurance, real estate, administrative or in-office medical or dental activities are conducted. The City shall make the determination if a Parcel is Office Property.

“Ordinary Use Parcel” means any Parcel of Taxable Property that is not an Additional Load Parcel, Decorative Lighting Parcel, Residential Alley Parcel, Additional Load and Decorative Lighting Parcel, or Residential Alley and Decorative Lighting Parcel.

“Proportionately” means that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Parcels of Developed Property.

“Public Property” means any property within the boundaries of CFD No. 2014-2 that is owned by the federal government, State of California, County, City, or other public agency.

“Residential Alley and Decorative Lighting Parcel” means any Parcel that is determined by the City to be both a Residential Alley Parcel and a Decorative Lighting Parcel.

“Residential Alley Parcel” means any Parcel of Residential Property that is determined by the City to have residential alleys that are part of the public roadways.

“Residential Property” means, collectively, Single Family Attached Property, Single Family Detached Property, and Multi-Family Property.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two (2) to four (4) Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and are offered as for-sale Units (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the Unit(s)), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a Unit that does not share a common wall with another Unit.

ATTACHMENT 3

“Soundwall Parcel” means any Parcel of Developed Property whose tract boundary is encompassed by soundwalls maintained within the CFD.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected.

“Special Tax” means a special tax levied in any Fiscal Year on property within CFD No. 2014-2 to pay the Special Tax Requirement.

“Square Foot,” “Square Footage,” or “Square Feet” means the building square footage reflected on the original building permit issued for construction of a building.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2014-2 which are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Public Property” means, in any Fiscal Year, all Assessor’s Parcels in CFD No. 2014-2 that had, in prior Fiscal Years, been taxed as Developed Property and subsequently came under the ownership of a public agency.

“Tax Zone” means a mutually exclusive tax zone identified in Attachment 1 of this Rate and Method of Apportionment of Special Tax, as may be updated to include new Parcels or new tax zones added to the CFD as a result of future annexations.

“Unit” means an individual single-family detached unit or an individual residential unit within a duplex, triplex, fourplex, townhome, condominium, or apartment structure. Unit shall also mean a rentable single hotel room or rentable unit on a Parcel of Hotel Property.

B. DATA COLLECTION FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel number for all Parcels of Taxable Property within CFD No. 2014-2 and shall determine within which Tax Zone each Assessor’s Parcel is located. Upon each annexation of property into CFD No. 2014-2, the Administrator shall update Attachment 1 to include the new Assessor’s Parcel number(s). In addition, for all Parcels of Developed Property, if applicable to the Tax Zone in which the Parcels are located, the Administrator shall determine if each Parcel is an Ordinary Use Parcel, an Additional Load Parcel, a Residential Alley Parcel, a Decorative Lighting Parcel, an Additional Load and Decorative Lighting Parcel, or a Residential Alley and Decorative Lighting Parcel.

Based on review of building permit records for property within the CFD, the Administrator shall determine which Parcels in the CFD are Developed Property for purposes of levying the Special Tax pursuant to Section D below. For Single Family Attached Property, Multi-Family Property, and Hotel Property, the number of Units shall be determined by referencing the condominium plan, apartment plan, site plan or other development plan for the property. For Residential Property, the Administrator shall determine the Square Footage of each Unit. For Non-

ATTACHMENT 3

Residential Property, the Administrator shall determine the Acreage of, and Square Footage on, each Parcel.

If a Parcel in the CFD is rezoned prior to such Parcel becoming Developed Property, the City may in its sole discretion, move the Parcel to a different Tax Zone based on the rezone. If a Parcel rezones after the Parcel has been taxed as Developed Property in prior Fiscal Years, the City can either continue to apply the Maximum Special Tax to the Parcel that had applied prior to the rezone or, in the City's sole discretion, allow for the Parcel to be moved to a different Tax Zone based on the rezone.

In any Fiscal Year, if it is determined that (i) a parcel map for a portion of property in CFD No. 2014-2 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 Administrator shall calculate the Special Tax for the property affected by recordation of the parcel map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAX

1. All Tax Zones

The following Maximum Special Taxes apply to all Parcels of Developed Property within each Tax Zone of CFD No. 2014-2, unless otherwise specified in Attachment 1.

a. Ordinary Use Parcels

MAXIMUM SPECIAL TAXES ORDINARY USE PARCELS (FISCAL YEAR 2014-15)

Land Use Class	Maximum Special Tax
Single Family Detached Property	\$374.78 per Unit
Single Family Attached Property	\$296.07 per Unit
Multi-Family Property	\$213.62 per Unit
Commercial Property	\$559.17 per 1,000 Square Feet
Hotel Property	\$221.12 per Unit
Industrial Property	\$168.65 per 1,000 Square Feet
Office Property	\$558.42 per 1,000 Square Feet

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

ATTACHMENT 3**b. Residential Alley Parcels**

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Maximum Special Tax
Single Family Detached Property	\$406.87 per Unit
Single Family Attached Property	\$321.43 per Unit
Multi-Family Property	\$231.92 per Unit
Commercial Property	N/A
Hotel Property	N/A
Industrial Property	N/A
Office Property	N/A

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

c. Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Maximum Special Tax
Single Family Detached Property	\$380.51 per Unit
Single Family Attached Property	\$300.60 per Unit
Multi-Family Property	\$216.89 per Unit
Commercial Property	\$567.72 per 1,000 Square Feet
Hotel Property	\$224.50 per Unit
Industrial Property	\$171.23 per 1,000 Square Feet
Office Property	\$566.96 per 1,000 Square Feet

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

ATTACHMENT 3**d. Additional Load Parcels**

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Maximum Special Tax
Single Family Detached Property	N/A
Single Family Attached Property	N/A
Multi-Family Property	N/A
Commercial Property	\$580.39 per 1,000 Square Feet
Hotel Property	N/A
Industrial Property	\$175.05 per 1,000 Square Feet
Office Property	N/A

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

e. Soundwall Parcels

**MAXIMUM SPECIAL TAXES
SOUNDWALL PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Maximum Special Tax
Single Family Detached Property	\$390.71 per Unit
Single Family Attached Property	\$308.66 per Unit
Multi-Family Property	\$222.70 per Unit
Commercial Property	\$582.94 per 1,000 Square Feet
Hotel Property	\$230.52 per Unit
Industrial Property	\$175.82 per 1,000 Square Feet
Office Property	\$582.16 per 1,000 Square Feet

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

ATTACHMENT 3**f. Additional Load and Decorative Lighting Parcels**

**MAXIMUM SPECIAL TAXES
ADDITIONAL LOAD AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Maximum Special Tax
Single Family Detached Property	N/A
Single Family Attached Property	N/A
Multi-Family Property	N/A
Commercial Property	\$588.94 per 1,000 Square Feet
Hotel Property	N/A
Industrial Property	\$177.63 per 1,000 Square Feet
Office Property	N/A

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

g. Residential Alley and Decorative Lighting Parcels

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND DECORATIVE LIGHTING PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Maximum Special Tax
Single Family Detached Property	\$412.60 per Unit
Single Family Attached Property	\$325.96 per Unit
Multi-Family Property	\$235.18 per Unit
Commercial Property	N/A
Hotel Property	N/A
Industrial Property	N/A
Office Property	N/A

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

ATTACHMENT 3**h. Residential Alley and Soundwall Parcels**

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY AND SOUNDWALL PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Maximum Special Tax
Single Family Detached Property	\$425.31 per Unit
Single Family Attached Property	\$336.00 per Unit
Multi-Family Property	\$242.43 per Unit
Commercial Property	N/A
Hotel Property	N/A
Industrial Property	N/A
Office Property	N/A

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

i. Decorative Lighting and Soundwall Parcels

**MAXIMUM SPECIAL TAXES
DECORATIVE LIGHTING AND SOUNDWALL PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Maximum Special Tax
Single Family Detached Property	\$396.30 per Unit
Single Family Attached Property	\$313.07 per Unit
Multi-Family Property	\$225.89 per Unit
Commercial Property	\$591.27 per 1,000 Square Feet
Hotel Property	\$233.81 per Unit
Industrial Property	\$178.33 per 1,000 Square Feet
Office Property	\$590.48 per 1,000 Square Feet

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

ATTACHMENT 3**j. Residential Alley, Decorative Lighting, and Soundwall Parcels**

**MAXIMUM SPECIAL TAXES
RESIDENTIAL ALLEY, DECORATIVE LIGHTING AND SOUNDWALL PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Maximum Special Tax
Single Family Detached Property	\$428.15 per Unit
Single Family Attached Property	\$338.23 per Unit
Multi-Family Property	\$244.04 per Unit
Commercial Property	N/A
Hotel Property	N/A
Industrial Property	N/A
Office Property	N/A

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied as follows until the amount of the levy equals the Special Tax Requirement for that Fiscal Year:

- First:** The Special Tax shall be levied proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax determined for each category of Developed Property within the CFD and each Tax Zone until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.
- Second:** If additional revenue is needed after the first step has been completed, the Special Tax shall be levied proportionately on each Parcel of Taxable Public Property up to 100% of the Maximum Special Tax that would have applied to the Parcel had the Parcel not become Public Property until the amount levied is equal to the Special Tax Requirement for the Fiscal Year.

The Special Tax for CFD No. 2014-2 shall be collected at the same time and in the same manner as ordinary ad valorem property taxes provided, however, that the City may (under the authority of Government Code Section 53340) collect Special Taxes at a different time or in a different manner if necessary to meet CFD No. 2014-2 financial obligations and the Special Tax shall be equally subject to foreclosure if delinquent.

ATTACHMENT 3**E. LIMITATIONS**

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on (i) any Parcel of Public Property that is not Taxable Public Property, and (ii) any Parcel in CFD No. 2014-2 that is not Developed Property.

F. DURATION OF SPECIAL TAX

The Special Tax shall be levied in perpetuity to fund the Special Tax Requirement, unless no longer required as determined at the sole discretion of the City Council.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the Rate and Method of Apportionment of Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. The City may make interpretations by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Taxes.

ATTACHMENT 3**ATTACHMENT 1**

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2014-2
(STREET, LIGHTING AND LANDSCAPING MAINTENANCE)**

IDENTIFICATION OF TAX ZONES**TAX ZONE 1**

Assessor's Parcels Included in Tax Zone 1 *	Fiscal Year In Which Property Was Added to CFD No. 2014-2
067-0030-066 067-0030-067 067-0030-069 067-0030-070 067-1020-001 067-1020-002	2013-14

*** The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs and Tax Zones consistent with the categories of Developed Property set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2014-2.**

Tax Zone 1 – Maximum Special Taxes

The following Maximum Special Taxes apply to all Parcels of Developed Property within Tax Zone 1 of CFD No. 2014-2. These Maximum Special Taxes do not incorporate the long-term maintenance activities which are included as a part of CFD No. 2014-1 (Montelena).

ATTACHMENT 3

**MAXIMUM SPECIAL TAXES
ORDINARY USE PARCELS
(FISCAL YEAR 2014-15)**

Land Use Class	Ordinary Use Parcels Maximum Special Tax Zone 1	Soundwall and Decorative Lighting Parcels Maximum Special Tax Zone 1
Single Family Detached Property	\$275.49 per Unit	\$279.85 per Unit
Single Family Attached Property	\$217.64 per Unit	\$221.08 per Unit
Multi-Family Property	\$157.03 per Unit	\$159.52 per Unit
Commercial Property	\$210.00 per 1,000 Square Feet	\$210.00 per 1,000 Square Feet
Hotel Property	\$162.54 per Unit	\$165.11 per Unit
Industrial Property	\$123.97 per 1,000 Square Feet	\$125.93 per 1,000 Square Feet
Office Property	\$210.00 per 1,000 Square Feet	\$210.00 per 1,000 Square Feet

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

TAX ZONE 2

Assessor's Parcels Included In Tax Zone 2*					Fiscal Year in Which Property Was Added to CFD No. 2014-2
072-2870-001		through		072-2870-072	2014-15
072-2880-001		through		072-2880-082	
072-2890-001		through		072-2890-088	
072-2900-001		through		072-2900-080	
072-2910-001		through		072-2910-083	
072-2920-001		through		072-2920-069	
072-2940-001		through		072-2940-066	
072-2950-001		through		072-2950-063	
072-2960-001		through		072-2960-065	

* The property identified by the Assessor's Parcel Numbers listed above shall remain part of the identified Tax Zone regardless of changes in the configuration of the Assessor's

ATTACHMENT 3

Parcels or changes to APNs in future Fiscal Years. As APNs change, the City may update Attachment 1 to reflect the most current APNs and Tax Zones consistent with the categories of Developed Property set forth in the Rate and Method of Apportionment of Special Tax for CFD No. 2014-2.

Tax Zone 2 – Maximum Special Taxes

The following Maximum Special Taxes apply to all Parcels of Developed Property within Tax Zone 2 of CFD No. 2014-2. These Maximum Special Taxes include the maintenance of street lighting only.

MAXIMUM SPECIAL TAXES ORDINARY USE PARCELS (FISCAL YEAR 2014-15)

Land Use Class	Street Lighting Only Maximum Special Tax Zone 2
Single Family Detached Property	\$38.00 per Unit
Single Family Attached Property	\$38.00 per Unit
Multi-Family Property	\$157.03 per Unit
Commercial Property	\$210.00 per 1,000 Square Feet
Hotel Property	\$162.54 per Unit
Industrial Property	\$123.97 per 1,000 Square Feet
Office Property	\$210.00 per 1,000 Square Feet

On each July 1, commencing July 1, 2015, the Maximum Special Taxes shown above shall be increased by the Annual Escalation Factor.

ATTACHMENT 3

EXHIBIT B

OWNER AND THE ASSESSOR'S TAX PARCEL NUMBER(S)

Parcel No.

Property Owner

067-0040-034

Lennar Homes of CA

MEMORANDUM

DATE: August 6, 2018

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION DECLARING THE CITY'S INTENTION TO IMPOSE AN ANNUAL STORMWATER UTILITY FEE FOR THE MAINTENANCE OF STORM DRAINAGE AND FLOOD PROTECTION SYSTEMS FOR THE GRANTLINE 208 PROJECT**



RECOMMENDATION

Adopt a Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Grantline 208 project.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the Council's intention to impose the annual Stormwater Utility Fee for the maintenance of the storm drainage and flood protection system for the Grantline 208 project and sets a public hearing for August 20, 2018 on the matter.

BACKGROUND

The Council has previously approved the Grantline 208 project with a condition of approval which requires that the property owner fund operation and maintenance of the storm drainage system. This condition will be satisfied by participation in the City's Stormwater Utility Fee for storm drainage and flood protection services which is the subject of this action.

Previously, projects were required to annex to the County's Stormwater Utility. Since the City has taken over drainage maintenance and operations services (within City boundaries) from the County, it was necessary to establish the Stormwater Utility District to fund drainage services to ensure compliance with new state and federal laws and regulations. The Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014.

DISCUSSION

The property owner has submitted a petition and waiver for the City to institute the proceedings to impose the Stormwater Utility Fee. The Grantline 208 project parcel is being annexed into the Stormwater Utility Fee (see ATTACHMENT 2). The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection improvements.

A “Rate Analysis Report” was adopted on September 2, 2014 by Resolution No. 103-2014. The report calculated the Fiscal Year 2014/2015 maximum annual Stormwater Utility Fee amount for each parcel proportionate to the estimated stormwater runoff for each parcel. The maximum annual fee increases each subsequent Fiscal Year by the annual change in the Consumer Price Index (CPI), during the preceding year, for All Urban Consumers, for the San Francisco-Oakland-San Jose areas, published by the United States Department of Labor, Bureau of Labor Statistics.

A sample of the Stormwater Utility Annual Fees for Fiscal Year 2018-2019 are summarized in the following table:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$125.98
Single Family Residential (SFR2)	0.22	\$138.57
Single Family Residential (SFR3)	0.30	\$148.03
Single Family Residential (SFR4)	0.40	\$157.46
Single Family Residential (SFR5)	1.00	\$157.46
Multi-Family Residential (MFR1)	5.00	\$1102.35
Commercial	1.00	\$1181.10
Industrial	1.00	\$1259.85
Schools	5.00	\$787.40
Private Recreation	1.00	\$393.69
Parks/Greenbelts	2.00	\$157.46
Public Property (with structures)	2.00	\$472.43

ATTACHMENT 1 is a Resolution which sets 5:30 p.m., or as soon thereafter as possible, on August 20, 2018 as the time and date for a hearing on the matters set forth therein and directs the City Clerk to give notice of the public hearing. Notice of the Public Hearing will be published in the Grapevine Independent as required by law. Furthermore, a notice of the hearing will be mailed to each property owner within the proposed Stormwater Utility Fee area.

ATTACHMENTS

1. Resolution, including Exhibit A.
2. Annexation Map.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION XX-XXXX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DESIGNATING A TIME AND PLACE FOR HEARING PROTESTS IN CONNECTION WITH THE ANNUAL STORMWATER UTILITY FEE FOR GRANTLINE 208 PROJECT**

WHEREAS, the Stormwater Utility Fee was established on September 2, 2014 by Ordinance No. 7-2014 to fund services and facilities furnished by the City in connection with its storm drain system. The Proposed Stormwater Utility Fee may be billed through the County Utility Billing Service (CUBS) as part of the consolidated utility bill or may be collected on the County of Sacramento tax roll, commencing in Fiscal Year 2018-19, in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City in the manner prescribed by Sections 5471 et seq. of the California Health and Safety Code; and

WHEREAS, this Council has caused a written report entitled, "Rate Analysis Report", dated August 7, 2014, (the "Written Report") prepared by Harris & Associates and filed with the City Clerk containing a description of each parcel of real property within the City to which the Proposed Stormwater Utility Fee is applicable (collectively, the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each such Identified Parcel for Fiscal Year 2014-15. The Written Report is on file in the office of the City Clerk and is available for public inspection; and

WHEREAS, this Council has received petitions and waivers from the owners of 100% of the area of land proposed to be included in the Proposed Stormwater Utility Fee; and

WHEREAS, Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, et seq.) (the "Implementation Act") imposes certain procedural and substantive requirements relating to the imposition of property-related fees and charges (as defined in Article XIII D), such as the Proposed Stormwater Utility Fee, including the requirement to conduct a protest hearing and balloting for consideration of the Proposed Stormwater Utility Fee. In accordance with Article XIII D and the Implementation Act, the City Council hereby approves the "Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Proposed Stormwater Utility Fee" as set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Procedures").

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

1. The foregoing recitals are true and correct.
2. Notice is hereby given that the City Council designates Monday, August 20, 2018 at the hour of 5:30 p.m., or soon thereafter, in the Council Chambers, City Hall, 2729 Prospect Park Drive, Rancho Cordova, California, as the time and place for a public hearing on the above-described written report and protests or objections to the imposition of the proposed Stormwater Utility Fee.

ATTACHMENT 1

At the above-described public hearing, all interested persons shall be afforded the opportunity to hear and be heard, and the City Council shall consider all protests against the Proposed Stormwater Utility Fee. If written protests against the Stormwater Utility Fee are presented by a majority of owners of the Identified Parcels, the City shall not impose the Proposed Stormwater Utility Fee. In the absence of a majority protest, the City Council may submit the Proposed Stormwater Utility Fee to a vote of the property owners in accordance with Article XIII D of the California Constitution.

3. The City Clerk is hereby authorized and directed to give notice of the above-described public hearing in accordance with law and the Procedures.
4. Reference is hereby made to the Written Report described in Section 2 hereof, which is on file in the office of the City Clerk, for a full and detailed description of the Proposed Stormwater Utility Fee upon parcels of land within the City.
5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8714 to answer inquiries regarding the public hearing, protest proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

ATTACHMENT 1

EXHIBIT "A"

PROCEDURES FOR THE CONDUCT OF A PROTEST HEARING AND VOTE RELATING TO A PROPOSED STORMWATER UTILITY FEE

The following Procedures have been adopted by the City Council of the City of Rancho Cordova for the purpose of conducting a protest hearing required by Article XIII D of the California Constitution for consideration of the imposition of a proposed Stormwater Utility Fee (the "Proposed Stormwater Utility Fee ").

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A. Written Report	Page 1
B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee	Page 1
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D. Submission of Written Protests	Page 3
E. Conduct of the Public Hearing; Determination of A Majority Protest	Page 3
F. Conduct Property Owner Vote; Determination of a Majority Protest	Page 4

A. Written Report

The City shall cause to be prepared a written report ("Written Report"), which shall contain a list of all parcels to which the Proposed Stormwater Utility Fee will apply (the "Identified Parcels") and the amount of the Proposed Stormwater Utility Fee for each Identified Parcel for Fiscal Year 2017-2018.

The Written Report shall be placed on file in the office of the City Clerk prior to the mailing of the Notice of Public Hearing on the Proposed Stormwater Utility Fee and shall remain available for public inspection.

B. Notice of the Public Hearing on the Proposed Stormwater Utility Fee

Notice of the public hearing on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the public hearing to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

ATTACHMENT 1

"Record Owner" means the owner of an Identified Parcel whose name and address appears on the last Sacramento County equalized secured property tax assessment roll (the "Assessment Roll"), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

Notices shall be mailed to the Record Owners of the Identified Parcels, addressed to the names and addresses as they appear on the Assessment Roll, and, in the case of any public entity, the State of California, or the United States, addressed to the public entity at the address of that entity known to the City. In addition, notices shall be mailed to owners of the Identified Parcels, addressed to the names and addresses known to the City Clerk, if different than shown on the Assessment Roll.

Each mailed notice shall contain all of the following:

- A reference to filing of the Written Report;
- A reference to the proposed ordinance imposing the Proposed Stormwater Utility Fee and providing for the collection of the Fee on the County tax roll;
- The amount of the Proposed Stormwater Utility Fee to be imposed upon the Identified Parcel covered by the notice;
- The basis upon which the amount of the Proposed Stormwater Utility Fee was calculated;
- The reason for the Proposed Stormwater Utility Fee;
- A statement that the Proposed Stormwater Utility Fee may be collected as part of a consolidated utility bill via CUBS or on the County of Sacramento tax roll each year, commencing with Fiscal Year 2018-2019;
- The effect of a majority protest; and
- The date, time and location of a public hearing on the Proposed Stormwater Utility Fee.

The City Clerk, or the designee of the City Clerk, may certify the proper mailing of notices by an affidavit, which shall constitute conclusive proof of mailing in the absence of fraud.

Failure of any person to receive notice shall not invalidate the proceedings.

Notice of the filing of the Written Report and the public hearing shall be published once a week for two successive weeks in the Grapevine Independent, with the first publication at least fourteen (14) days prior to the date of the public hearing, and with at least five (5) days intervening between the first and second publications. The published notice may be waived by unanimous consent of the property owners.

C. Eligibility to File a Protest

The Assessment Roll shall be presumptive evidence of ownership of an Identified Parcel for protest purposes.

ATTACHMENT 1

If the owner of any Identified Parcel is not shown on the Assessment Roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the Record Owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.

An executor, administrator, or guardian may file a protest for an Identified Parcel on behalf of the estate it represents. If such representative is shown on the Assessment Roll as paying taxes and assessments levied against the parcel, that fact shall establish the right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

When an Identified Parcel is held by a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

D. Submission of Written Protests

Written protests may be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.

No protests delivered via e-mail will be counted for purposes of determining whether a majority protest exists, but the City Council may, in its discretion, consider such protests in making determinations regarding the Proposed Stormwater Utility Fee

Each written protest must identify the property covered by the protest and be signed.

No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur at 5:30 p.m. on the date scheduled for the public hearing. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the public hearing, such protests must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the public hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the public hearing.

Written protests may be withdrawn in writing at any time before the conclusion of the public hearing by the person who submitted the written protest.

For purposes of determining whether a majority protest exists, only one protest for each Identified Parcel will be counted.

ATTACHMENT 1

All written protests shall be considered public records.

E. Conduct of the Public Hearing; Determination of a Majority Protest

1. At the time, date and place fixed for the public hearing, the City Council shall:
 - (i) Conduct a public hearing pertaining to the Proposed Stormwater Utility Fee;
 - (ii) Hear all persons interested in the matter of the Proposed Stormwater Utility Fee; and
 - (iii) Receive all written communications regarding the Proposed Stormwater Utility Fee.
2. The public hearing may be continued from time to time, as the City Council determines is necessary to complete its consideration of the Proposed Stormwater Utility Fee.
3. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn, by a majority of owners of the Identified Parcels (i.e., there is a majority protest), the Proposed Stormwater Utility Fee shall not be approved.
4. If the City Council determines at the close of the public hearing that there is not a majority protest, the City Council may:
 - (i) Remedy and correct any clerical error in the Written Report or otherwise modify the Written Report; provided that any such modification or correction shall not result in a Proposed Stormwater Utility Fee for any Identified Parcel which is greater than the amount shown in the notice of the public hearing that was mailed to the Record Owner of the Identified Parcel;
 - (ii) Confirm the Written Report, as originally filed or as amended in accordance with subparagraph (i), above;
 - (iii) Adopt a resolution calling for a property owner vote regarding the Proposed Stormwater Utility Fee.

F. Conduct Property Owner Vote; Determination of a Majority Consent

Pursuant to Government Code Section 53755.5(c), the proceedings described in this section shall not constitute an election or voting for purposes of Article II of the California Constitution or of the Elections Code.

An election on the Proposed Stormwater Utility Fee shall be sent, postage prepaid, by first class mail at least forty-five (45) days prior to the date set for the election to the Record Owner of each Identified Parcel. The forty-five (45) day requirement may be waived with the unanimous consent of the property owners.

Each mailed ballot shall contain all of the following:

- On the face of the envelope in which the notice of election and ballot are mailed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED."

ATTACHMENT 1

- The ballot shall include the agency's address for return of the ballot, the date and location where the ballots will be tabulated, and a place where the person returning it may indicate his or her name, a reasonable identification of the parcel, and his or her support or opposition to the proposed fee. The ballots shall be tabulated in a location accessible to the public. The ballot shall be in a form that conceals its content once it is sealed by the person submitting it. The ballot shall remain sealed until the ballot tabulation commences.

No ballot received after the time of the ballot tabulation shall be counted in determining the existence of majority consent. The last pick up by the City Clerk of ballots mailed or delivered to City Hall will occur at 1:30 p.m. on the date scheduled for the election. To ensure that ballots which are mailed or delivered to City Hall are received by the City Clerk prior to the commencement of the ballot tabulation, such ballots must be received by the City Clerk at City Hall prior to 5:30 p.m. on the date scheduled for the ballot tabulation. The City Clerk shall endorse on each ballot the date it is filed with the City. The City Clerk shall identify any ballots which are received after the commencement of the ballot tabulation.

An impartial person designated by the City who does not have a vested interest in the outcome of the proposed fee shall tabulate the ballots submitted in support of or opposition to the proposed fee. An impartial person includes, but is not limited to, the City Clerk. If the City uses City personnel for the ballot tabulation, or if the City contracts with a vendor for the ballot tabulation and the vendor or its affiliates participated in the research, design, engineering, public education, or promotion of the fee, the ballots shall be unsealed and tabulated in public view to permit all interested persons to meaningfully monitor the accuracy of the tabulation process.

The ballot tabulation may be continued to a different time or different location accessible to the public, provided that the time and location are announced at the location at which the tabulation commenced and posted by the City in a location accessible to the public. The impartial person may use technological methods to tabulate the ballots, including, but not limited to, punchcard or optically readable (bar-coded) ballots. During and after the tabulation, the ballots and, if applicable, the information used to determine the weight of each ballot, shall be treated as public records, subject to public disclosure and made available for inspection by any interested person. The ballots shall be preserved for a minimum of two years, after which they may be destroyed.

Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

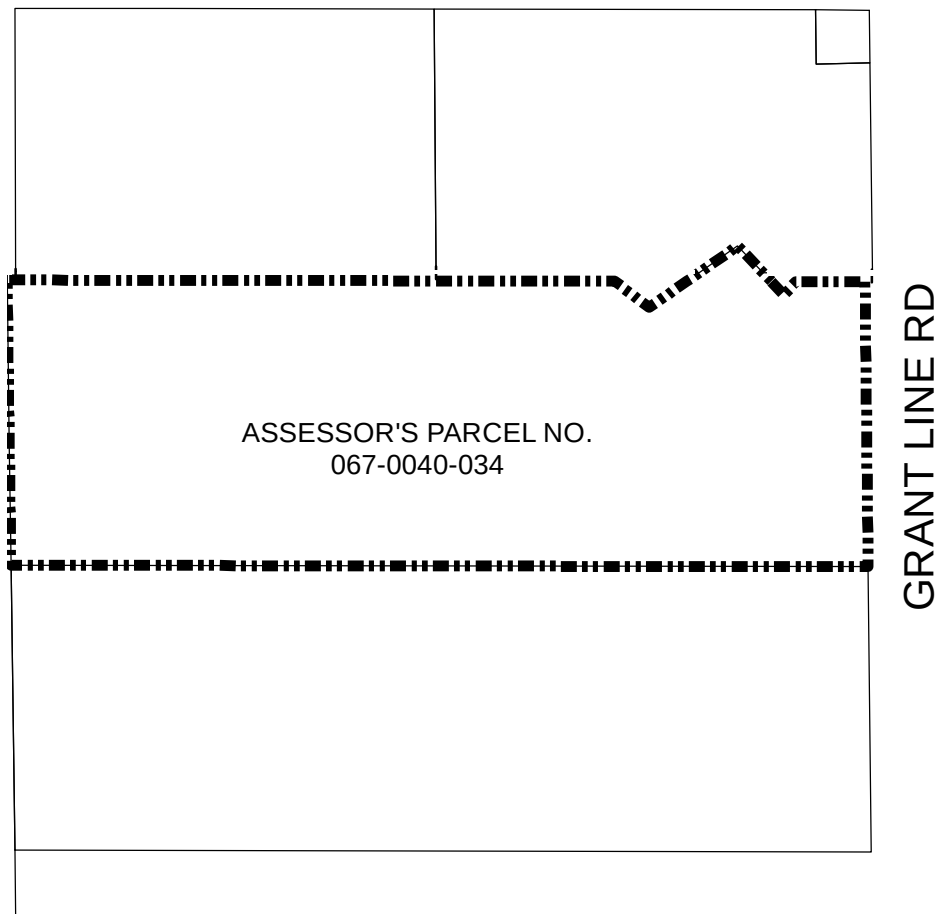
At the time, date and place fixed for the ballot tabulation, the City Council shall direct the City Clerk to commence the ballot tabulation.

If there is no majority approval, the Stormwater Utility Fee shall not be imposed.

If majority approval exists, the City Council may impose the Stormwater Utility Fee pursuant to the Ordinance.

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 13
(GRANTLINE 208 PROJECT)

DOUGLAS RD



Legend



Annexation Boundary

Parcel Boundary

MEMORANDUM

DATE: August 6, 2018

TO: Honorable Mayor and Council Members

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

SUBJECT: **APPROVE THE FINAL LARGE LOT MAP OF GRANTLINE 208 SUBDIVISION NO. FM-2018-001-01**



RECOMMENDATION

Approve Final Large Lot Map of Grantline 208 Subdivision No. FM-2018-001-01 located on the west side of Grant Line Road approximately 1750 feet south of Douglas Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the recording of the final map creating 16 large lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City of Rancho Cordova Municipal Code and the California Subdivision Map Act. The City Council approved the Tentative Map on March 2, 2015. The Development Agreement was assigned to Lennar Homes of California and recorded March 6, 2018. A copy of the final map (Attachment 1) and copy of the vicinity map (Attachment 2) are included with this letter.

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2018/2019 estimated taxes have been secured with the Sacramento County Tax Collector.

FISCAL IMPACT

There is no fiscal impact to the City.

ATTACHMENTS

1. 8 ½ " X 11" Copy of Final Map
2. Vicinity Map

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF GRANTLINE 208 LARGE LOT MAP.

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

THE UNDERSIGNED PURSUANT TO THE PROVISIONS OF SECTION 7050 OF THE GOVERNMENT CODE IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF RANCHO CORDOVA FOR ANY PUBLIC PURPOSE THE RIGHT OF WAY ON, OVER, ACROSS AND UNDER THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED AS "IRREVOCABLE OFFER OF DEDICATION"; AND ALSO OFFER(S) FOR DEDICATION AND DO(ES) HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- A.

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

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

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

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

LENNAR HOMES OF CALIFORNIA, INC.,
A CALIFORNIA CORPORATION

BY: _____ DATE: _____

PRINT NAME & TITLE

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

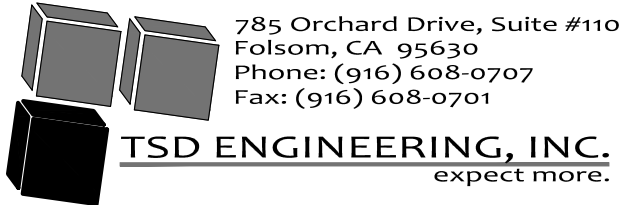
WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ (PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____ EXPIRES: _____

FINAL MAP OF
GRANTLINE 208
LARGE LOT MAP
SUBDIVISION NO. FM-2018-001-01
BEING A PORTION OF THE SOUTHEAST
1/4 OF FRACTIONAL SECTION 10 AND
A PORTION OF THE NORTH 1/2 OF
SECTION 15, T. 8 N., R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
JULY 2018



BENEFICIARY'S STATEMENT

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

ARI 208, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

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

BY: _____ DATE: _____

PRINT NAME AND TITLE

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE _____ (PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

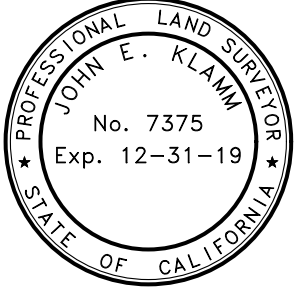
MY COMMISSION NO. _____ EXPIRES: _____

SURVEYOR'S STATEMENT

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

DATE: _____

JOHN E. KLAMM, L.S. 7375



CITY ENGINEER'S STATEMENT

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

DATE: _____

CITY ENGINEER, ALBERT STRICKER
R.C.E. 64057
EXPIRATION DATE: 9/30/18



CITY SURVEYOR'S STATEMENT

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

DATE: _____

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



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF GRANTLINE 208 LARGE LOT MAP AND CONSENTS TO THE IRREVOCABLE OFFER OF DEDICATIONS OFFERED HEREON AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON.

DATED _____

CITY CLERK OF THE CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2018, AT _____ M., IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF TSD ENGINEERING, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

BY: _____
DONNA ALLRED, COUNTY RECORDER DEPUTY COUNTY RECORDER

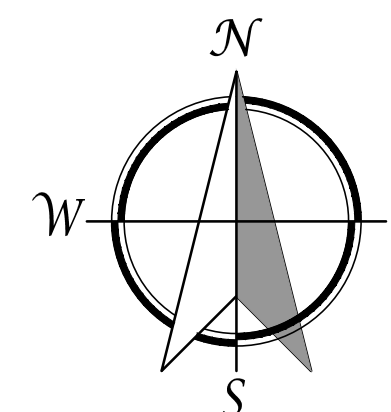
FILE NO. _____

SUBDIVISION NO. FM-2018-001-01
BEING A PORTION OF THE SOUTHEAST
1/4 OF FRACTIONAL SECTION 10 AND
A PORTION OF THE NORTH 1/2 OF
SECTION 15, T. 8 N., R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
JULY 2018



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

TSD ENGINEERING, INC.
expect more.



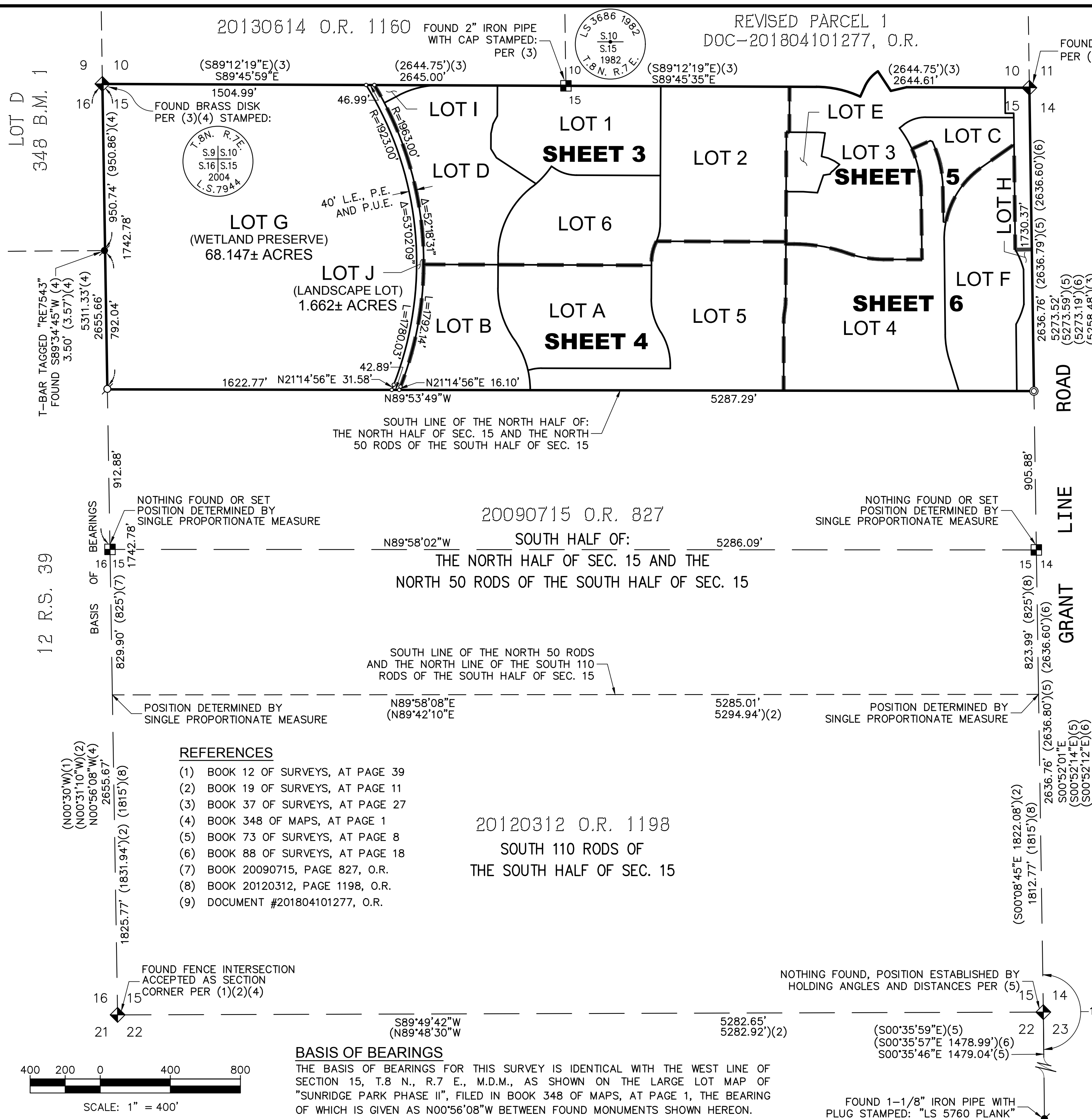
NOTES

1. THE GROSS AREA OF THIS SUBDIVISION IS 210.814± ACRES, CONTAINING 16 LOTS.
2. LOT A IS FOR SCHOOL PURPOSES. LOT B IS FOR PARK PURPOSES. LOTS C AND D ARE FOR DETENTION BASIN PURPOSES. LOT E IS FOR NEIGHBORHOOD GREEN PURPOSES. LOTS F AND G ARE FOR WETLAND PRESERVE PURPOSES. LOT H IS FOR PUBLIC ROAD PURPOSES. LOTS I AND J ARE FOR LANDSCAPE PURPOSES.
3. ALL CURVES ARE DIMENSIONED WITH RADIUS, CENTRAL ANGLE AND ARC LENGTH.
4. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND ARE GROUND DISTANCES.
5. THE RECORD DISTANCES SHOWN HEREON PER (6) HAVE BEEN CONVERTED TO GROUND DISTANCES BY APPLYING THE COMBINED GRID FACTOR OF 0.99995616.
6. CENTERLINE STATIONING FOR GRANT LINE ROAD SHOWN HEREON WAS ESTABLISHED BY HOLDING STATION 793+05.37 FOR THE NORTHEAST CORNER OF SECTION 15 PER (6). ALL STATIONS REFERENCED PER (6) HAVE BEEN CONVERTED TO GROUND DISTANCES PER NOTE 4 ABOVE.
7. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE MEMORANDUM OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 20160520, PAGE 348, O.R.
8. LOTS F AND G SHOWN HEREON ARE SUBJECT TO THE CONSERVATION EASEMENT DEED RECORDED AS DOCUMENT #201805011673, O.R.
9. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE GRANT OF SERVITUDES FOR ACCESS, MONITORING AND PASTURAGE AND AGREEMENT CONCERNING RIGHTS RECORDED AS DOCUMENT #201805011674, O.R.
10. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE DECLARATIONS OF RESTRICTIONS RECORDED AS DOCUMENTS #201805020778 AND #201805020780, O.R.

LEGEND

- o DIMENSION POINT (NOTHING FOUND OR SET)
 - FOUND MONUMENT AS NOTED
 - FOUND SPIKE & WASHER
 - FOUND 3/4" IRON PIPE NO TAG
 - ◎ SET 3/4" IRON PIPE WITH PLUG STAMPED "LS 7375"
 - ∅ SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 7375"
 - ◆ FOUND SECTION QUARTER MONUMENT AS NOTED
 - FOUND SECTION QUARTER CORNER MONUMENT AS NOTED
 - ℄ CENTERLINE
- D.E. DRAINAGE EASEMENT
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- L.E. LANDSCAPE EASEMENT
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- P.E. PEDESTRIAN EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. PUBLIC ROAD RIGHT OF WAY
- (R) RADIAL LINE
- SHEET

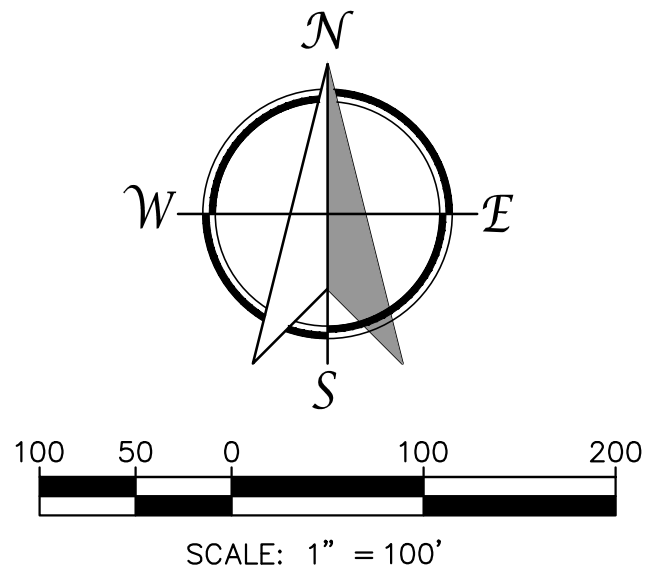
SHEET 2 OF 6



FINAL MAP OF
GRANTLINE 208
LARGE LOT MAP
SUBDIVISION NO. FM-2018-001-01
BEING A PORTION OF THE SOUTHEAST
1/4 OF FRACTIONAL SECTION 10 AND
A PORTION OF THE NORTH 1/2 OF
SECTION 15, T. 8 N., R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
STATE OF CALIFORNIA

JULY 2018

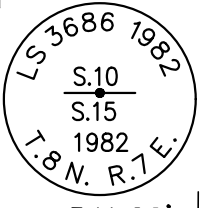
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.



CURVE TABLE							
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
C1	2037.00'	0°35'26"	21.00'	C12	500.00'	18°27'25"	161.07'
C2	25.00'	87°51'24"	38.33'	C13	500.00'	15°16'31"	133.30'
C3	531.00'	7°37'41"	70.69'	C14	500.00'	3°10'54"	27.76'
C4	24.00'	90°00'04"	37.70'	C15	478.50'	13°20'45"	111.46'
C5	24.00'	89°59'56"	37.70'	C16	478.50'	10°53'50"	91.01'
C6	215.50'	19°41'34"	74.07'	C17	478.50'	2°26'55"	20.45'
C7	34.00'	26°09'25"	15.52'	C18	250.00'	25°30'52"	111.33'
C8	50.00'	125°31'37"	109.54'	C19	250.00'	23°25'14"	102.19'
C9	225.00'	33°04'52"	129.91'	C20	250.00'	2°05'38"	9.14'
C10	225.00'	27°03'05"	106.23'	C21	2037.00'	1°15'57"	45.00'
C11	225.00'	6°01'47"	23.68'				

DETAIL "A"
SCALE: 1"=50'

FOUND BRASS DISK
PER (3) STAMPED:



REVISED PARCEL 1
DOC-201804101277, O.R.

SEE SHEET 2

AGENDA ITEM 9.7

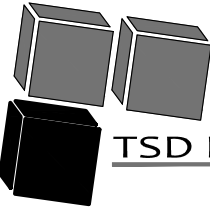
SEE SHEET 5

SEE SHEET 4

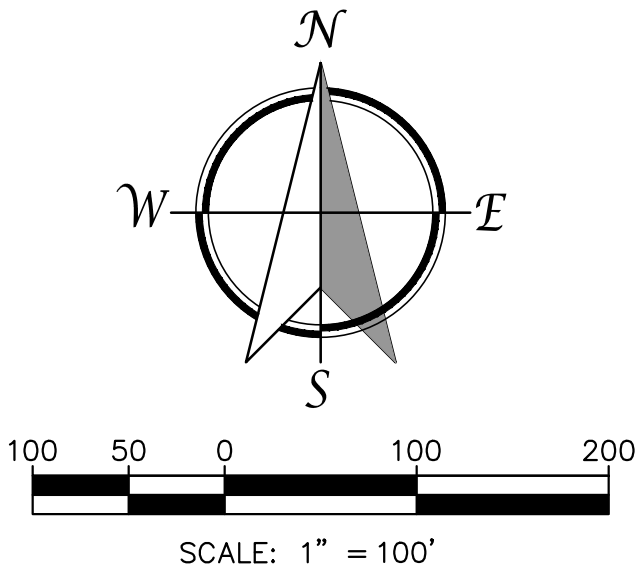
SHEET 3 OF 6

FINAL MAP OF
GRANTLINE 208
LARGE LOT MAP
SUBDIVISION NO. FM-2018-001-01
BEING A PORTION OF THE SOUTHEAST
1/4 OF FRACTIONAL SECTION 10 AND
A PORTION OF THE NORTH 1/2 OF
SECTION 15, T. 8 N., R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
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JULY 2018
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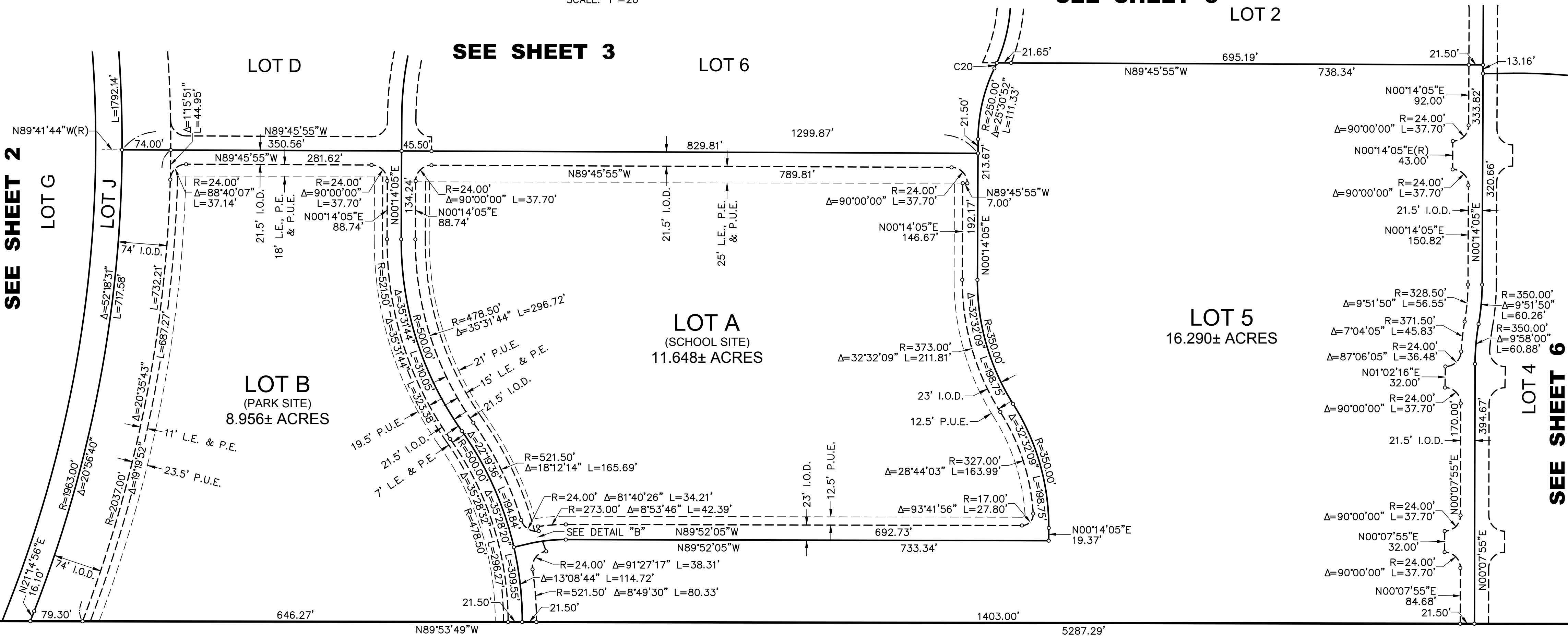
TSD ENGINEERING, INC.
expect more.



DETAIL "B"
SCALE: 1"=20'

SEE SHEET 3

LOT 2



SEE SHEET 2

SEE SHEET 3

LOT A
(SCHOOL SITE)
11.648± ACRES

LOT B
(PARK SITE)
8.956± ACRES

LOT 5
16.290± ACRES

SEE SHEET 6

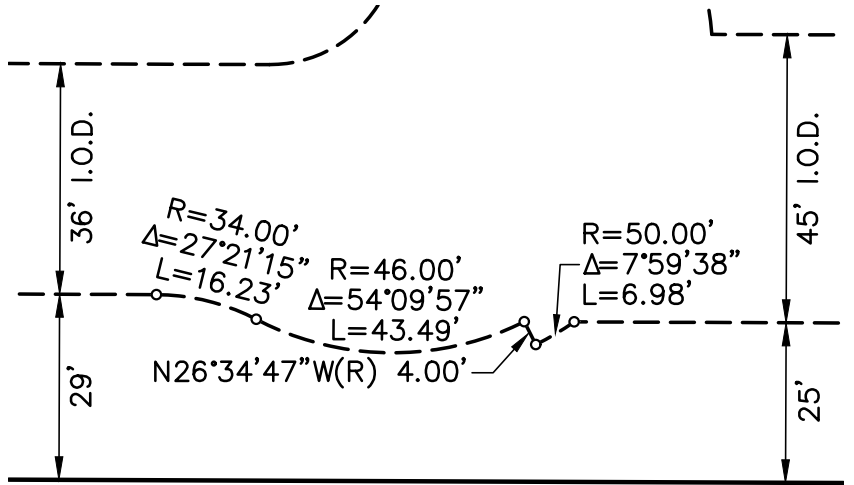
20090715 O.R. 827

**FINAL MAP OF
GRANTLINE 208
LARGE LOT MAP
SUBDIVISION NO. FM-2018-001-01**
BEING A PORTION OF THE SOUTHEAST
1/4 OF FRACTIONAL SECTION 10 AND
A PORTION OF THE NORTH 1/2 OF
SECTION 15, T. 8 N., R. 7 E., M.D.M.
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO
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JULY 2018

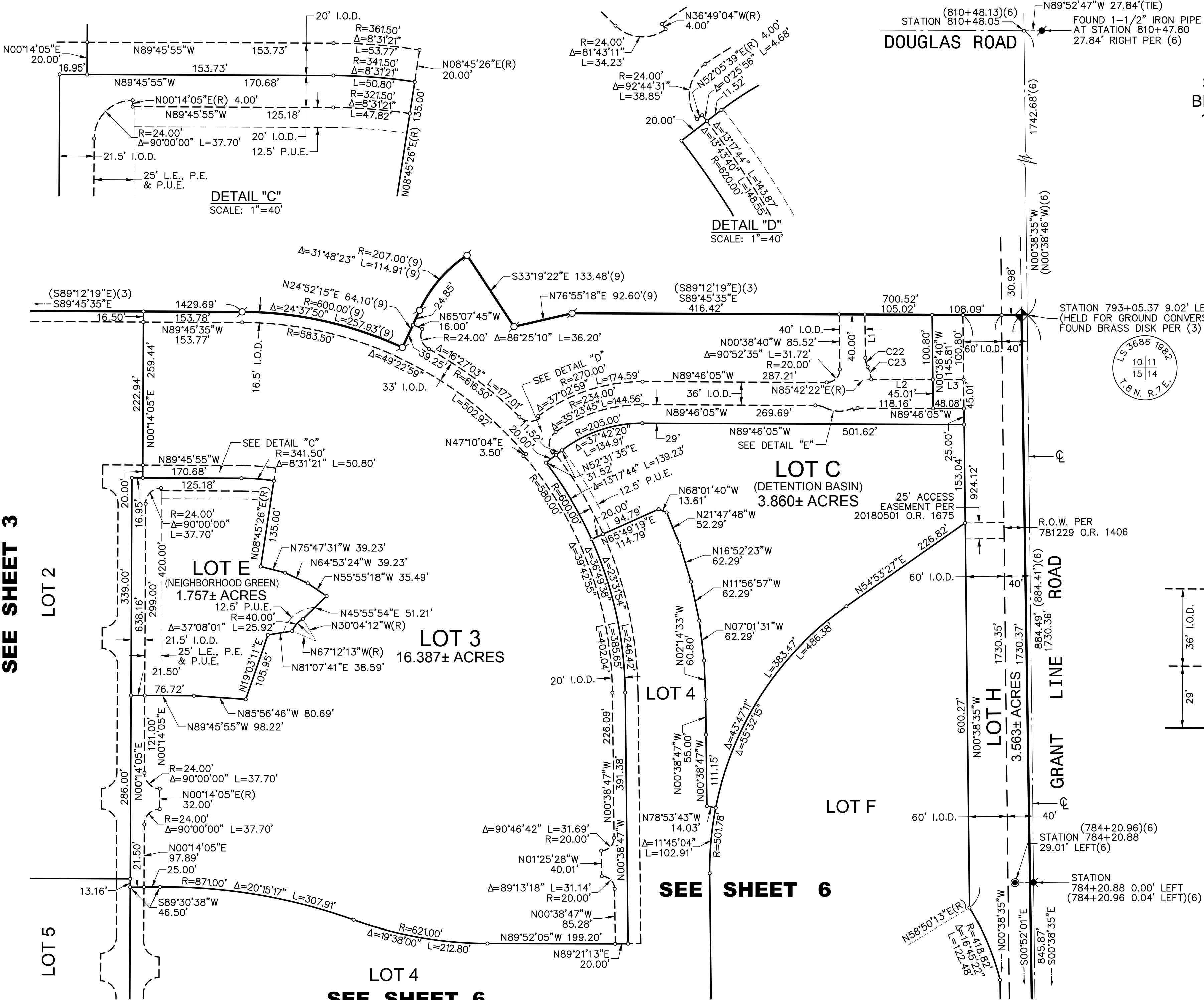
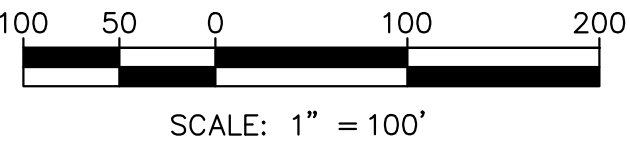
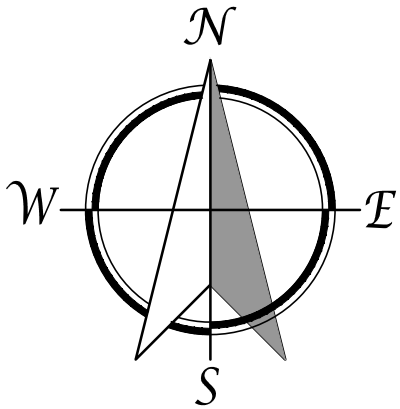
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
TSD ENGINEERING, INC.
expect more.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°38'40"W	67.38'
L2	N89°46'05"W	96.17'
L3	N89°46'05"W	48.08'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C22	30.00'	27°21'15"	14.32'
C23	50.00'	23°42'18"	20.69'



DETAIL "E"
SCALE: 1"=30'



SEE SHEET 3

AGENDA ITEM 9.7

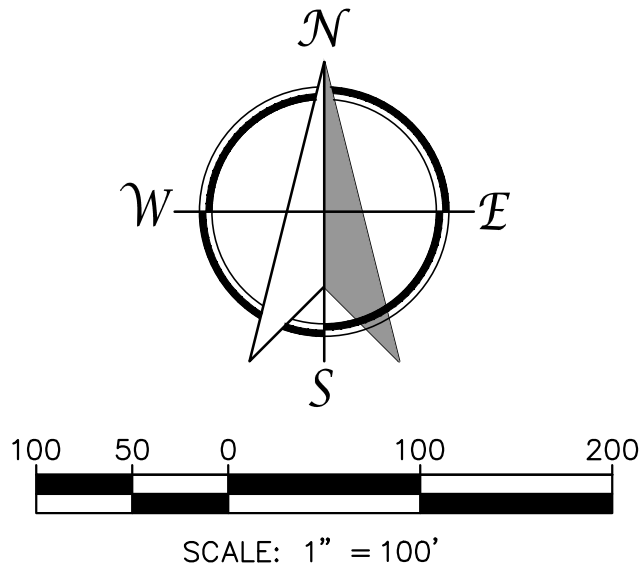
SEE SHEET 6

SEE SHEET 6

FINAL MAP OF
GRANTLINE 208
LARGE LOT MAP
SUBDIVISION NO. FM-2018-001-01
BEING A PORTION OF THE SOUTHEAST
1/4 OF FRACTIONAL SECTION 10 AND
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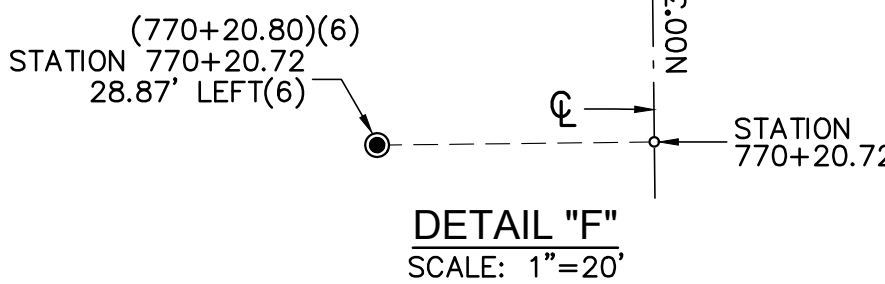
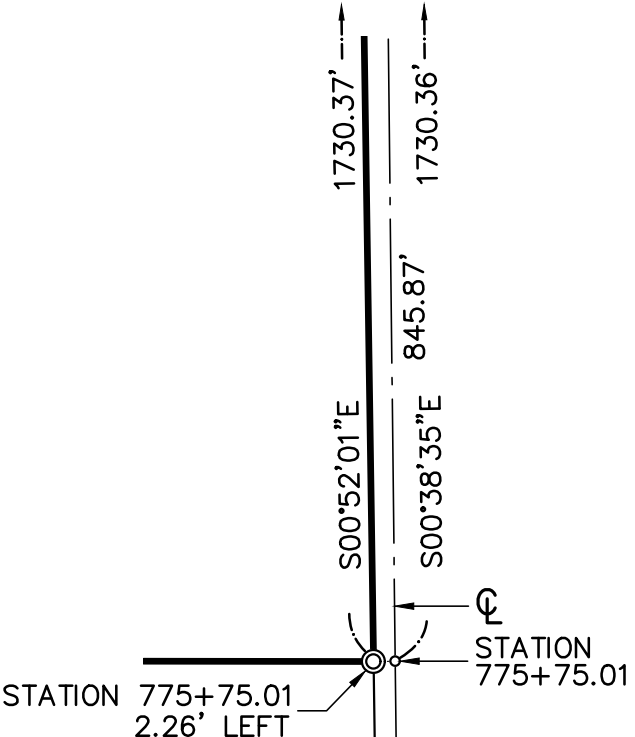
SEE SHEET 6
LOT 3

LOT 4
18.555± ACRES

LOT F
(WETLAND PRESERVE)
11.642± ACRES

PORTION OF LOT H
3.563± ACRES

GRANT LINE ROAD



20090715 O.R. 827

SEE SHEET 4

AGENDA ITEM 9.7

FINAL MAP OF GRANTLINE 208 LARGE LOT MAP SUBDIVISION NO. FM 2018-001-01

ATTACHMENT 2

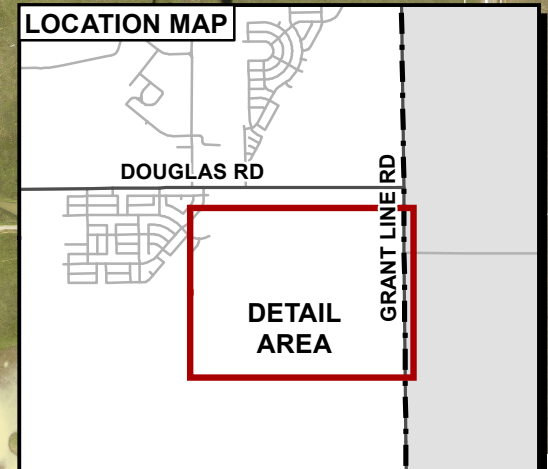
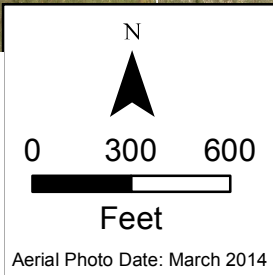
4151

4499

4200

GRANT LINE RD

AGENDA ITEM 9.7



MEMORANDUM

DATE: August 6, 2018

TO: Honorable Mayor and Council Members

FROM: Stefan Heisler, Reinvestment Analyst
Jessica Hayes, Grant Management Consultant



SUBJECT: PUBLIC HEARING CONSIDERING THE ADOPTION OF AN AMENDMENT TO THE 2018-19 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN

RECOMMENDATION

Adopt a Resolution approving the amendment to the 2018-19 Community Development Block Grant (CDBG) Action Plan.

RESULT OF RECOMMENDED ACTION

1. Approves the amendment to the 2018-2019 CDBG Action Plan;
2. Authorizes the City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and
3. Allows staff to make technical modifications to the Action Plan to correct minor errors and to respond to direction from HUD.

BACKGROUND

This amendment will provide approximately \$100,000 of CDBG funding for a Public Infrastructure Project that adds accessibility improvements to sidewalks in low-income neighborhoods in the City.

Due to delays in the CDBG allocation announcements, HUD extended the planning period for all entitlement jurisdictions. In order to meet program timelines, however, jurisdictions were encouraged to begin their budgeting process with an estimated entitlement amount. The City of Rancho Cordova budgeted for an estimated CDBG allocation of \$530,000 for the 2018-2019 year. The actual allocations were announced in May, and the City is scheduled to receive \$586,085 for its 2018-2019 allocation of CDBG funding from HUD. All of the 2018-2019 eligible capital funding was allocated to the City's Housing Preservation project, which supports two positions in the City's Neighborhood Services division, and funds the single-family residential housing Critical Repairs Program operated by Rebuilding Together Sacramento. However, with the additional entitlement funding, there is about \$70,000 of funding in that project that is not dedicated to a specific housing preservation activity. The City also expects to have about \$30,000 in roll-over funding resulting from prior year project savings. As a result of the additional entitlement over the estimated budget and the roll-over funds, the City has identified sufficient capital to fund an additional project in 2018-2019. The City used a competitive application to identify projects for funding and aligned those projects with the Consolidated Plan

priorities and goals to prepare a prioritized list of projects that would be eligible for funding if additional funds became available.

The City's Public Works departments submitted a Public Infrastructure Improvement project for 2018-2019 funding that would use CDBG funding to improve ADA accessibility for sidewalks and intersections in the low-income neighborhoods of the City. The 2019 Sidewalk ADA project would include ADA upgrades to several sections of public sidewalk and would include match funding from non-federal resources. This Action Plan Amendment allocates excess funding from the Housing Preservation project combined with projected roll-over funding to add a Public Infrastructure Improvement project that will fund the 2019 Sidewalk ADA improvement activity. This change will not adversely impact any of the approved Housing Preservation Activities. The table below shows the total funding availability for re-allocation.

PUBLIC COMMENT

As per HUD regulations the 2018-19 Action Plan Amendment has been available for public review and comment for a minimum of 30 days. The draft amendment was publicly noticed in the Grape Vine Independent and made available to the public on June 29, 2018. The public comment period for the 2017-18 Action Plan Amendment will continue until the close of the public comment period at the Public Hearing on August 6, 2018. If there is public comment requiring substantial revisions to the amendment, then the amendment will be revised, a new public notice will be issued, a new public comment period will be initiated, and the revised document will be brought to Council for approval at a public hearing.

FISCAL IMPACT

The additional funds for the Public Infrastructure Improvement Project are already available through CDBG. There will be no General Fund cost in re-allocating the existing funding or operating the project.

ATTACHMENTS

1. Resolution
2. 2018-19 CDBG Action Plan Amendment (Proposed)

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION XX-XXXX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE AMENDMENT TO THE 2018-19 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN**

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

WHEREAS, the Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the Community Development Block Grant (CDBG) program that the funds are granted under; and

WHEREAS, HUD requires that entitlement jurisdictions complete a plan for expending the funds on eligible activities, referred to as the Action Plan, and amend it as necessary to accommodate significant changes in the usage of funds; and

WHEREAS, staff has completed the amendment to the 2018-2019 Action Plan; and

WHEREAS, the amendment to the Action Plan and a public notice announcing the 30-day public comment period for the report have been published for citizen comment prior to forwarding the document to City Council for adoption; and

WHEREAS, the City Council held a public hearing on August 6, 2018 to provide an opportunity for the public to comment on the information in the amendment to the Action Plan;

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

1. Adoption of the Amendment to the 2018-19 CDBG Action Plan, as attached hereto;
2. The City Manager to submit the amendment and all required certifications and forms to the Department of Housing and Urban Development; and
3. Staff to make technical modifications to the Action Plan to correct minor errors and to respond to direction from HUD.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of August, 2018 by the following vote:

ATTACHMENT 1

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

CITY OF RANCHO CORDOVA 2018-2019 PROPOSED ACTION PLAN AMENDMENT

The City of Rancho Cordova adopted its 2018-19 Action Plan for the use of federal Community Development Block Grant (CDBG) funds on May 7th, 2018. The City submitted this plan to the Department of Housing and Urban Development (HUD) for approval.

Due to delays in the CDBG allocation announcements, HUD extended the planning period for all entitlement jurisdictions. In order to meet program timelines, however, jurisdictions were encouraged to begin their budgeting process with an estimated entitlement amount. The City of Rancho Cordova budgeted for an estimated CDBG allocation of \$530,000 for the 2018-19 year. The actual allocations were announced in May, and the city is scheduled to receive \$586,085 for its 2018-2019 allocation of CDBG funding from HUD. All of the 2018-19 eligible capital funding was allocated to the City's Housing Preservation project, which supports two positions in the City's Neighborhood Services division, and funds the single-family residential housing Critical Repairs Program operated by Rebuilding Together Sacramento. However, with the additional entitlement funding, there is about \$70,000 of funding in that project that is not dedicated to a specific housing preservation activity. The City also expects to have about \$30,000 in roll-over funding resulting from prior year project savings. As a result of the additional entitlement over the estimated budget and the roll-over funds, the City has identified sufficient capital to fund an additional project in 2018-19. The City used a competitive application to identify projects for funding, and aligned those projects with Consolidated Plan priorities and goals to prepare a prioritized list of projects that would be eligible for funding if additional funds became available.

The City's Public Works departments submitted a Public Infrastructure Improvement project for 2018-19 funding that would use CDBG funding to improve ADA accessibility in sidewalks and intersections in the low-income neighborhoods of the City. The 2019 Sidewalk ADA project would include ADA upgrades to several sections of public sidewalk, and would include match funding from non-federal resources. This Action Plan Amendment re-allocates funding from the Housing Preservation project in combination with projected roll-over funding and adds a Public Infrastructure Improvement project that will fund the 2019 Sidewalk ADA improvement activity.

CDBG PROGRAM CHANGES

Housing Preservation Project

This Action Plan Amendment would deduct about \$70,000 in unprogrammed funding from this project to use in a public infrastructure project. This change will not adversely impact any of the approved Housing Preservation Activities. The table below shows the total funding availability for re-allocation

Project and Activity	Original Funding
Code Enforcement in the CDBG Target Area	\$80,000
Rental Housing Inspection in the CDBG Target Area	\$80,000
Rebuilding Together Sacramento – Critical Repair Program	\$150,000
Total	\$310,000
Total Funds Available 2018-19 Entitlement	\$380,957
Funding Available for Re-allocation	\$70,957
Projected Roll-over from Prior Year Savings (estimated)	\$30,000
Funding Available for Public Infrastructure Project	\$100,957

Public Infrastructure Project

This Action Plan Amendment would add a Public Infrastructure Project to the 2018-19 CDBG Action Plan. The project includes one activity, the 2019 Sidewalk ADA Improvement project. This project will be funded by re-allocating about \$70,000 in funding originally budgeted in the Housing Preservation Program, and combining it with about \$30,000 of projected roll-over funding. The final Public Infrastructure Project budget will be \$100,000 in CDBG funding with an additional match funding amount provided through other Public Works resources.

2018-2019 Output:	Improve sidewalks in the CDBG Target Area to meet ADA accessibility requirements
Goals Addressed:	#5 – Public Infrastructure
Original CDBG Funding:	\$0
Amended CDBG Funding:	\$100,000
Total CDBG Funding:	\$100,000

MEMORANDUM

DATE: August 6, 2018

TO: Honorable Mayor and Council Members

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

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



RECOMMENDATION

Adopt Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Creekside Commerce Center project. The action also sets 1:30 p.m. on August 22, 2018 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

BACKGROUND

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

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

On July 2, 2018, Council adopted Resolution No. 83-2018 which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and designated August 6, 2018 at 5:30 p.m. as the time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Creekside Commerce Center project.

DISCUSSION

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

ATTACHMENT 1 is the Resolution declaring the results of the property owner protest and authorizing the mailing of the property owner ballot, as required by Article XIII D of the California Constitution (also known as Proposition 218). The Resolution sets forth the tabulation of ballots on August 22, 2018 at 1:30 p.m. in the office of the City Clerk. The results of the mailed ballot election will be presented to City Council at their regularly scheduled meeting September 4, 2018 and additional actions will be recommended based the ballot results.

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

A sample of the Stormwater Utility Fees for Fiscal Year 2018/2019 are summarized in the following table:

Table 1

Land Use Description	Total Area (acres)	Sample Fee
Single Family Residential (SFR1)	0.16	\$125.98
Single Family Residential (SFR2)	0.22	\$138.57
Single Family Residential (SFR3)	0.30	\$148.03
Single Family Residential (SFR4)	0.40	\$157.46
Single Family Residential (SFR5)	1.00	\$157.46
Multi-Family Residential (MFR1)	5.00	\$1102.35
Commercial	1.00	\$1181.10
Industrial	1.00	\$1259.85
Schools	5.00	\$787.40
Private Recreation	1.00	\$393.69
Parks/Greenbelts	2.00	\$157.46
Public Property (with structures)	2.00	\$472.43

ATTACHMENTS

1. Resolution
2. Boundary Map

3. Rate Analysis Report.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION XX-XXXX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING THE RESULTS OF THE PROPERTY OWNER PROTEST AND AUTHORIZING THE MAILING OF A PROPERTY OWNER BALLOT RELATING TO THE IMPOSITION OF AN ANNUAL STORMWATER UTILITY FEE**

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

WHEREAS, on July 2, 2018 the City Clerk caused a notice of the time and place of the hearing thereon and on the proposed annexation to the Stormwater Utility Fee to be published and such public hearing was opened on August 6, 2018; and

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

WHEREAS, this Council adopted Resolution No. 83-2018 which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and set the date of public hearing; and

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

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

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

1. The foregoing recitals are true and correct.
2. The City Clerk is hereby authorized and directed to mail a property owner ballot in accordance with law and the Procedures.
3. The date of the ballot tabulation shall be August 22, 2018 at 1:30 pm.
4. The date of the public hearing to report the results of the mailed ballot election shall be September 2, 2018 at 5:30 or as soon thereafter as the matter may be heard.

ATTACHMENT 1

5. The City Council hereby designates Elizabeth Sparkman, Community Development Director, telephone number, (916) 851-8710 to answer inquiries regarding the ballot proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6^h day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

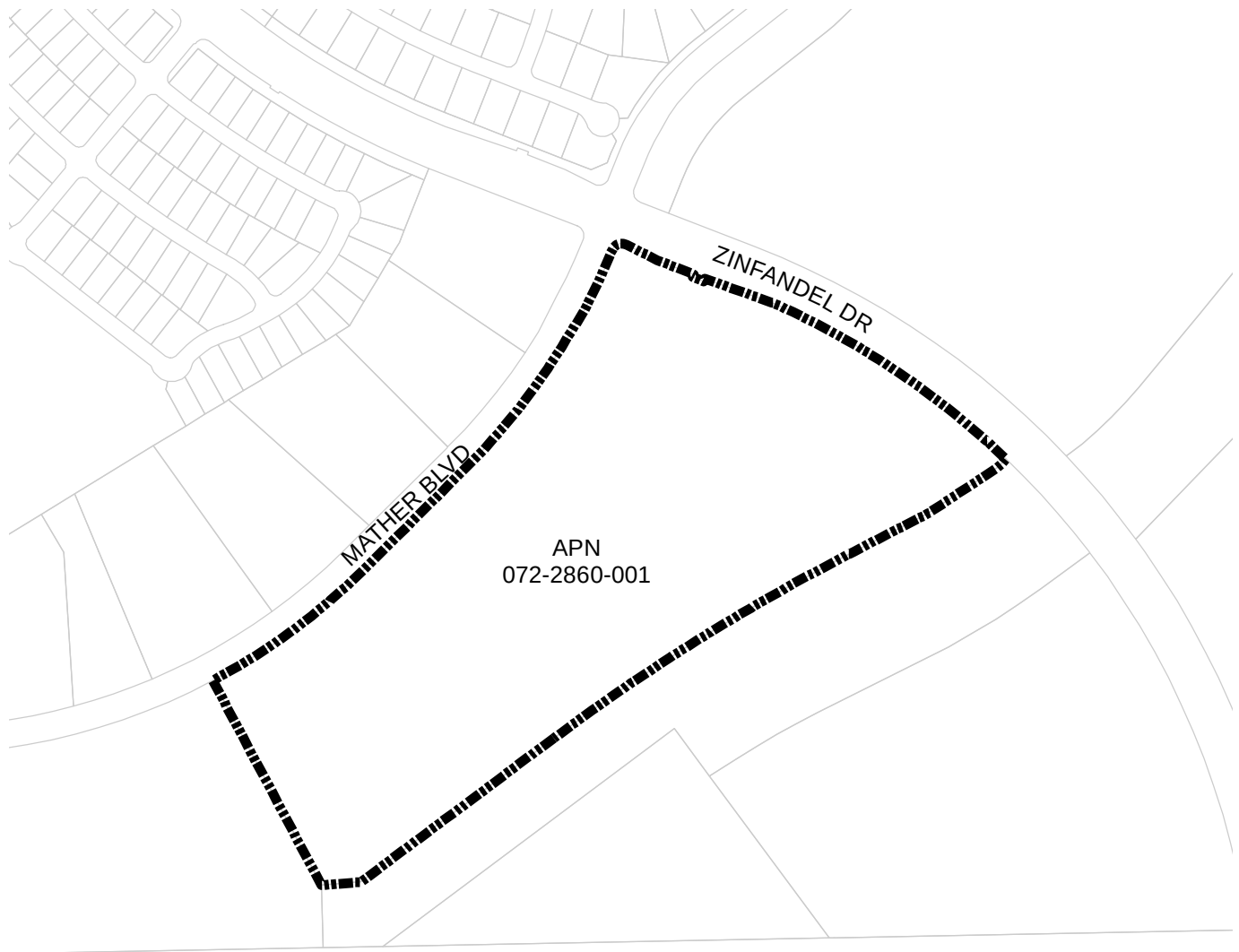
ABSTAINED:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

CITY OF RANCHO CORDOVA
STORMWATER UTILITY FEE AREA
ANNEXATION 16
(CREEKSIDE COMMERCE CENTER)



Legend



Annexation Boundary

Parcel Boundary



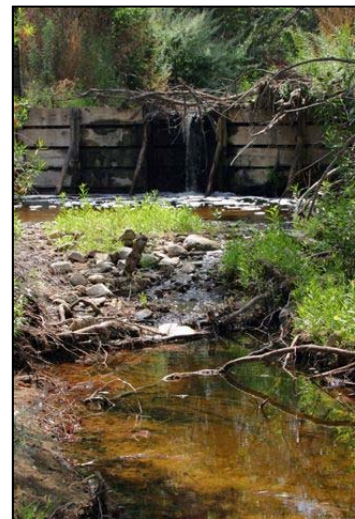
Rate Analysis Report

for the

Stormwater Utility Fee

For the

City of Rancho Cordova



August 7, 2014

Introduction

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

The purpose of this Rate Analysis Report is to:

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

Proposition 218 Requirements

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

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

Background Information

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

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

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

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

Table 1 – Land Use

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

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

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

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

Table 2 – Expected Improvements

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

Services Funded

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

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

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

Rate Structure Analysis

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

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

and

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

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

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

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

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

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

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

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

Single Family Residential Parcels

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

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

Multi-Family Residential Parcels

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

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

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

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

Non- Residential Parcels

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

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

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

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

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

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

Table 3 – Drainage Measurement Unit Summary Table

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

Cost Estimate

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

Table 4 – Estimated Costs

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

Total: \$5,011,917

Annual Fee Administration: \$45,000

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

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

Fee Calculations

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

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

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

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

Table 5 – Sample Calculations

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

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

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

Appeals Process

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

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

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

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

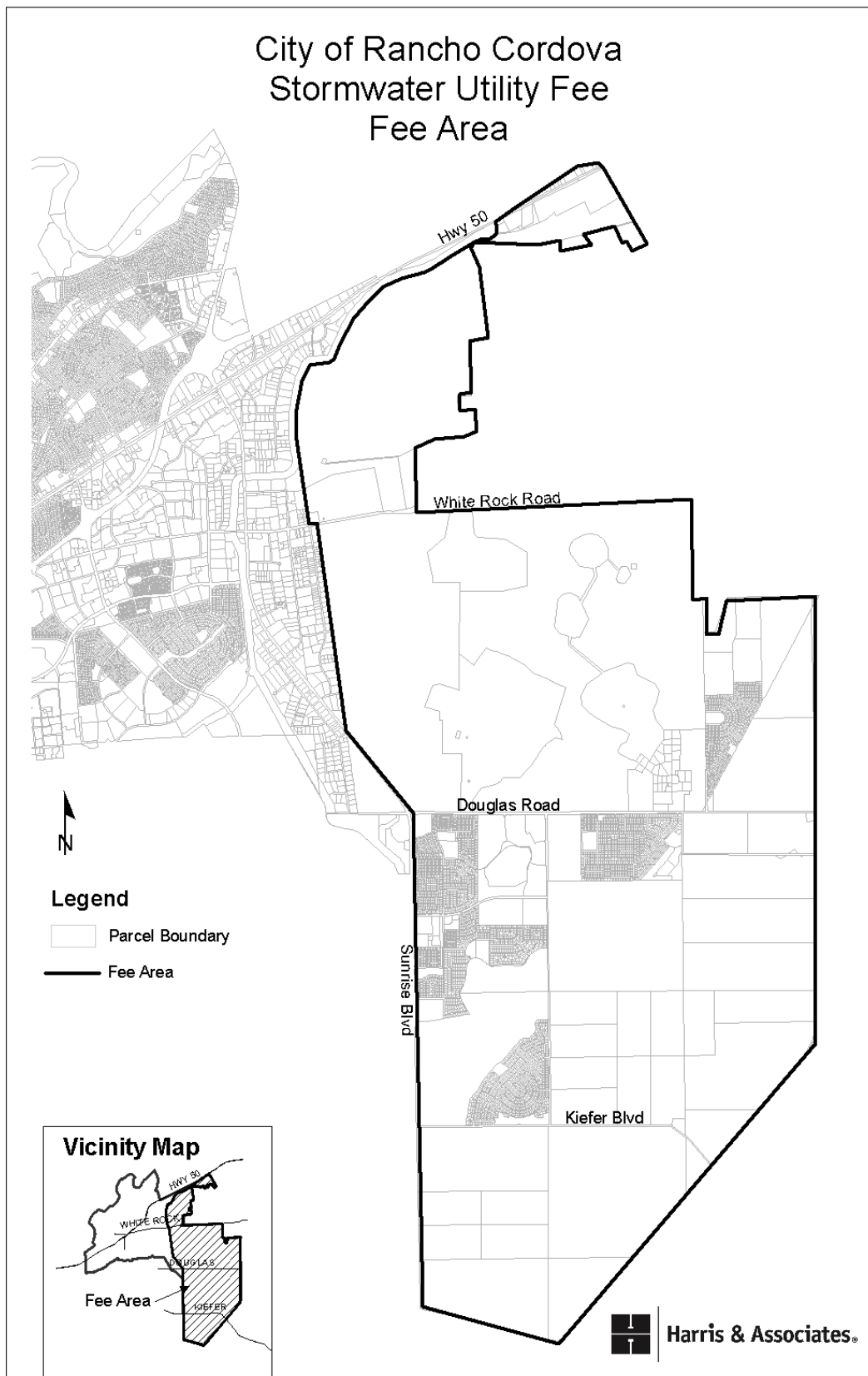
Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement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

Respectfully submitted:

Harris & Associates

Dennis A. Anderson
Senior Project Manager

APPENDIX A



APPENDIX B

Runoff Coefficient

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

Footnotes:

¹ City of Rancho Cordova Municipal Code Chapter 15.

Sources:

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

Appendix C

Cost Information

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

Pipe Repair Costs

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

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

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

Creek and Channel Cleaning

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

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

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

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

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

Hydromod Basin Maintenance

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

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

Appendix D

Detailed Land Use Data

AC, Landuse & units derived from GIS/Aerials

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

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

Includes April 2012
Amendment

AC estimated

MEMORANDUM

DATE: August 6, 2018

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director

SUBJECT: **A RESOLUTION OF INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2018-2 (COMMUNITY PLACES AND NEIGHBORHOOD GREENS)**



RECOMMENDATION

Adopt a Resolution declaring the intention to form the Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens).

RESULT OF RECOMMENDED ACTION

Action on this item will declare the Council's intention to establish the CFD and a future annexation area, designate the name of the district, state the Council's intention to levy a special tax on properties within the CFD to contribute to the cost of maintenance of community places and neighborhood greens, and set 5:30 p.m., September 17, 2018, as the time and date for a public hearing on the matter. The CFD would only impact properties in the recently approved Sunridge Lot J, Grant Line 208, and Douglas 98 projects and other future development projects that would annex into the CFD.

BACKGROUND

The Council has approved projects in the City, including the Sunridge Lot J, Grant Line 208 and Douglas 98 projects. These three projects all have a condition of approval which requires that the property to be included in a new District to be formed by the City of Rancho Cordova to fund operation and maintenance of public improvements including community plazas and neighborhood greens. This condition will be satisfied by the formation of, and participation in, a CFD for community plaza, bicycle trail and neighborhood green maintenance which is the subject of tonight's action.

The property owners of the Sunridge Lot J, Grant Line 208 and Douglas 98 projects have requested that the City form a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982 (State of California Government Code Section 53311 et seq.) to provide the method of contributing to the costs of maintenance required to meet the condition.

DISCUSSION

The property owners of the three projects submitted petitions for the City to institute the proceedings to form a Mello-Roos Community Facilities District. In addition, the property owners have contributed towards the costs associated with the formation of the CFD. This district is proposed to be called the City of Rancho Cordova Community Facilities District No. 2018-2 (Community Plazas and Neighborhood Greens), County of Sacramento, State of California (hereinafter referred to as "CFD No. 2018-2"). CFD No. 2018-2 will initially include the projects generally known as Sunridge Lot J, Grant Line 208 and Douglas 98, but the district is expected to expand in the future as other projects in need of meeting the condition of approval for maintenance of community places and neighborhood greens annex into the district. The special tax will contribute to the cost of services and materials for the ordinary and usual operation, maintenance, and servicing of the community places and neighborhood greens improvements.

Section 53320 of the Mello-Roos Act requires that City Council consider a Resolution of Intention to form a community facilities district within 90 days after a petition is filed with the City. A Resolution of Intention to establish CFD No. 2018-2 is attached. The Resolution sets forth the City's intention to establish the CFD, designates the name of the district, identifies the services to be funded, and states the City's intention to levy a special tax to contribute to the cost of these services. The Resolution also sets forth a Future Annexation Area so that future projects may annex upon the unanimous consent of property owners. By designating a Future Annexation Area, future developments may annex into CFD No. 2018-2 without any further public hearing if there is unanimous consent to the annexation by all property owners within the territory to be annexed. A boundary map for each annexation must still be approved by City Council, but there is no public hearing required for such approval. This process will allow future annexations to proceed with cost and time savings. Designation of a Future Annexation Area does not preclude further annexations or zones outside this area from being added to the district, in such case however, a public hearing would be required for such approval.

The Resolution sets the time and date for a public hearing on the matters set forth therein as 5:30 p.m., or as soon thereafter as possible, on September 17, 2018. A Notice of the Public Hearing will be published in the Grapevine Newspaper at least seven days prior to the hearing date. Furthermore, a notice of the hearing will be mailed to each property owner within the proposed district boundaries.

Attached to the Resolution of Intention is a boundary map (**Exhibit A**) that describes the proposed boundaries of CFD No. 2018-2 as well as the boundary of the Future Annexation Area, description of the types of maintenance services to be provided (**Exhibit B**), and the proposed Rate and Method of Apportionment (RMA) of Special Tax for CFD No. 2018-2 (**Exhibit C**), which details how the special tax will be levied on properties commencing with Fiscal Year 2019/20. The RMA establishes maximum taxes for residential parcels with various land use classifications based upon fair share contributions towards the costs to maintain community plazas and bicycle trails in the City and local neighborhood greens.

There are two Tax Zones proposed for the district. Tax Zone A includes parcels within

developments that have local neighborhood greens that will be maintained by the City and Tax Zone B includes parcels within developments that either do not have local neighborhood greens or have local neighborhood greens that will be maintained by another entity or agency that is not the City.

Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens)

Fiscal Year 2018/19 Maximum Special Tax Rates

TAX ZONE A ¹

The maximum special rates Residential Use Category	Maximum Special Tax per Dwelling Unit				CFD 2018-2 Maximum Special Tax per Dwelling Unit
	Community ² Plazas	+	Bicycle ³ Trails	+	Neighborhood ⁴ Greens
Single Family Residential Parcel	\$5.78		\$22.71		\$87.35
Age-Qualified Single Family Residential Parcel ⁵	\$3.92		\$15.40		\$59.22
Multi-Family Residential Parcel	\$3.02		\$11.86		\$45.60
Age-Qualified Multi-Family Residential Parcel ⁶	\$2.05		\$8.04		\$30.92

from the RMA are summarized below:

TAX ZONE B ⁷

Residential Use Category	Maximum Special Tax per Dwelling Unit				CFD 2018-2 Maximum Special Tax per Dwelling Unit
	Community ² Plazas	+	Bicycle ³ Trails	+	Neighborhood ⁴ Greens
Single Family Residential	\$5.78		\$22.71		N/A
Age-Qualified Single Family Residential Parcel ⁵	\$3.92		\$15.40		N/A
Multi-Family Residential	\$3.02		\$11.86		N/A
Age-Qualified Multi-Family Residential Parcel ⁶	\$2.05		\$8.04		N/A

¹ Tax Zone A consists of all parcels within a development that includes planned or installed local neighborhood greens

² Source: Table 3

³ Source: Table 6

⁴ Source: Table 9

⁵ The maximum special tax rate for age-qualified residential units equals approximately 67.8% of the maximum special tax rate for residential units that are not age-qualified based on the ratio of the estimated average of two (2) occupants per age-qualified single family residential unit to the average of 2.95 occupants per single family residential unit referenced in Tables 3, 6 and 9. The estimated average number of occupants per age-qualified units is derived from 2006 American Community Survey, U.S. Census Bureau data.

⁷ Tax Zone B consists of all parcels within a development that does not include planned or installed local neighborhood greens

As projects annex into CFD No. 2018-2, staff will determine the appropriate rate category applicable per land use category and identify any additional factors specifically related to each project.

In tonight's action, the council is requested to Adopt Resolution No. 93-2018 which approves the Boundary Map, declares the Council's intention to levy a special tax to contribute to the cost of maintenance services, calls for the preparation of a CFD Report, sets September 17, 2018, at 5:30 p.m., as the date and time for a public hearing on the formation of the district and the levy of a special tax, and directs the City Clerk to give notice of the public hearing.

FISCAL IMPACT

The costs for formation of the CFD are covered by developer's payments as they annex into the district. There is no impact to the general fund for the costs of forming the district or the future costs of maintenance of facilities maintained by the district.

ATTACHMENTS

1. Resolution
2. Exhibit A - Boundaries of the CFD and Future Annexation Area
3. Exhibit B - List of Facilities and Services
4. Exhibit C - Rate and Method of Apportionment of Special Tax

CITY OF RANCHO CORDOVA**RESOLUTION XX-XXXX**

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, TO ESTABLISH A COMMUNITY FACILITIES DISTRICT AND FUTURE ANNEXATION AREA, TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO CONTRIBUTE TO THE COST OF CERTAIN SERVICES AND SETTING A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF THE PROPOSED DISTRICT

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)**

WHEREAS, under Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), this Council is authorized to establish a community facilities district and to act as the legislative body for a community facilities district; and

WHEREAS, this Council, has received petitions from the owners of not less than 10% of the area of land proposed to be included in a proposed community facilities district and has duly considered the advisability and necessity of establishing a community facilities district related to new development in the City and levying a special tax therein to contribute to the cost of certain public services related to certain public facilities in and for such CFD under and pursuant to the terms and provisions of the Act; and

WHEREAS, this Council now desires to proceed with the establishment of a community facilities district in order to contribute to the cost of certain public services related to community places, including community plazas and bicycle trails, neighborhood greens and any other facilities authorized by the Act; and

WHEREAS, pursuant to Section 53339.2 of the Act, this Council further desires to undertake proceedings to provide for future annexation of territory into the proposed community facilities district.

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein.

SECTION 2. Determinations. This Council proposes to conduct proceedings to establish a community facilities district pursuant to the Act, and hereby determines that public convenience and necessity require that a future annexation area be established pursuant to the Act.

SECTION 3. Name of District and Future Annexation Area. The name proposed for the community facilities district is "City of Rancho Cordova Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens)" (the "CFD"). The name proposed for the territory proposed to be annexed into the CFD in the future is "City of Rancho Cordova Community Facilities District No. 2018-2 (Community Places and

Neighborhood Greens) (Future Annexation Area)" (the "Future Annexation Area").

SECTION 4. Boundaries of CFD and Future Annexation Area. The proposed boundaries of the CFD and the Future Annexation Area are as shown on the map on file with the City Clerk, a copy of which is attached and marked **Exhibit A**. Said boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the CFD and the Future Annexation Area in the office of the Sacramento County Recorder within fifteen days of the date of adoption of this Resolution and, in any event, at least fifteen days prior to the public hearing specified below.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings except for the filing of an annexation boundary map.

SECTION 5. Description of Services. The type of public services and incidental costs proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in **Exhibit B** hereto and by this reference incorporated herein (the "Services"). The Council hereby determines that the Services are necessary to meet demands placed upon local agencies as the result of development occurring within the area of the CFD and the Future Annexation Area.

SECTION 6. Special Tax. Except to the extent that funds are otherwise available to the CFD to contribute to the cost of the Services, a special tax (the "Special Tax") sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Council, or its designee, shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD is sufficient in detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay. The rate and method of apportionment of the Special Tax is described in **Exhibit C** hereto and hereby incorporated herein.

This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

As required by Section 53339.3(d) of the Act, the Council hereby determines that the Special Tax proposed to pay for Services to be provided within the Future Annexation Area will be equal to the Special Tax levied to pay for the same Services in the original area of the CFD, except that a higher or lower Special Tax may be levied within the territory proposed to be annexed or to be annexed in the future to the extent that the actual cost of providing the Services in that territory is higher or lower than the cost of providing those Services in the existing district.

SECTION 7. Exempt Property. Except as may otherwise be provided by law or by the rate and method of apportionment of the Special Tax for the CFD, all lands owned by

any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD. In the event that a portion of the property within the CFD shall become for any reason exempt, wholly or in part, from the levy of the Special Tax, this Council will, on behalf of the CFD, may increase the levy to the extent necessary upon the remaining property within the CFD that is not exempt in order to yield required debt service payments, if any, and other annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax.

SECTION 8 Election. The levy of the Special Tax shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be mailed or hand-delivered ballots to the landowners in the proposed CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD.

A special tax shall be levied in the Future Annexation Area only with the Unanimous Approval of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

SECTION 9. CFD Report. The City's Community Development Director (or deputy or designee thereof) as the officer having charge and control of the Services in and for the CFD, or the designee of such officer, is hereby directed to study said proposed Services and to make, or cause to be made, and file with the City Clerk a report in writing, (the "CFD Report"), which shall be a part of the record of the public hearing hereinafter specified and which report shall present the following:

- (a) A description of the Services by type which will be required to adequately meet the needs of the CFD.
- (b) An estimate of the fair and reasonable cost of the Services including the cost of acquisition of lands, rights-of-way and easements, any physical facilities required in conjunction therewith and incidental expenses in connection therewith, and all other related costs as provided in Section 53345.3 of the Act.

SECTION 10. Public Hearing. Monday, September 17, 2018, at 5:30 p.m. or as soon as possible thereafter, in the City Hall, Council Chambers, 2729 Prospect Park Drive, Rancho Cordova, California, be, and the same are hereby appointed and fixed as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and the Future Annexation Area and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD, the Future Annexation Area and the levy of the Special Tax.

SECTION 11. Notice of Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD and the Future Annexation Area. The publication shall be completed at least seven days before the date of the public hearing specified above. The City Clerk shall also cause notice of the hearing to be given to each property owner within the CFD by first

class mail, postage prepaid, to each such owner's addresses as it appears on the most recent tax records of Sacramento County or as otherwise known to the City Clerk to be correct. Such mailing shall be completed not less than fifteen days before the date of the public hearing. Each of the notices shall be substantially in the form specified in Section 53322 of the Act, with a form summarizing the provisions hereof hereby specifically approved.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

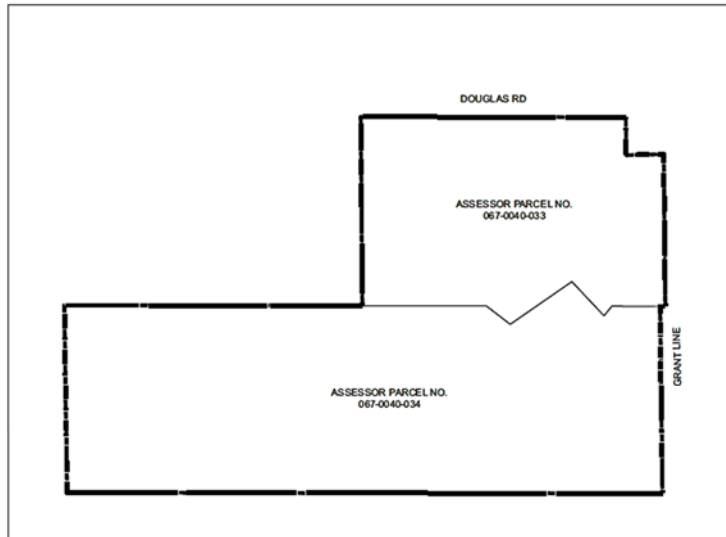
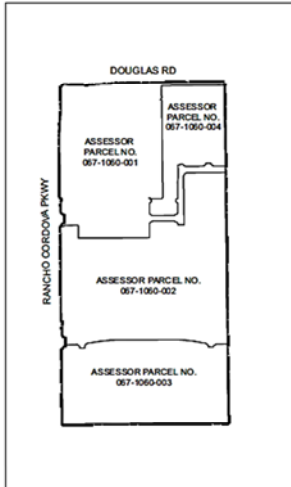
Stacy Leitner, City Clerk

ATTACHMENT 2**EXHIBIT A**

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)
BOUNDARIES OF THE CFD AND FUTURE ANNEXATION AREA**

ATTACHMENT 2

PROPOSED BOUNDARY OF
CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS ____ DAY OF _____, 2018.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

CLERK'S MAP STATEMENT

I HEREBY CERTIFY THAT THE AREA SHOWN ON THIS MAP OF THE PROPOSED BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2018-2, (COMMUNITY PLACES AND NEIGHBORHOOD GREENS), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2018. BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF RANCHO CORDOVA

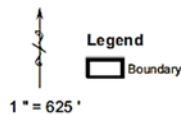
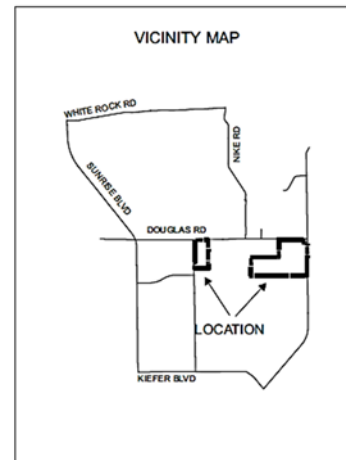
COUNTY RECORDER'S FILING STATEMENT

FILED THIS ____ DAY OF _____, 2018. AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____



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

PROPOSED BOUNDARY MAP

City of Rancho Cordova
Community Facilities District No. 2018-2
County of Sacramento, California

Sheet 1 of 2

Resolution No. ____-2018
August 6, 2018

EXHIBIT A
PAGE 1

ATTACHMENT 2

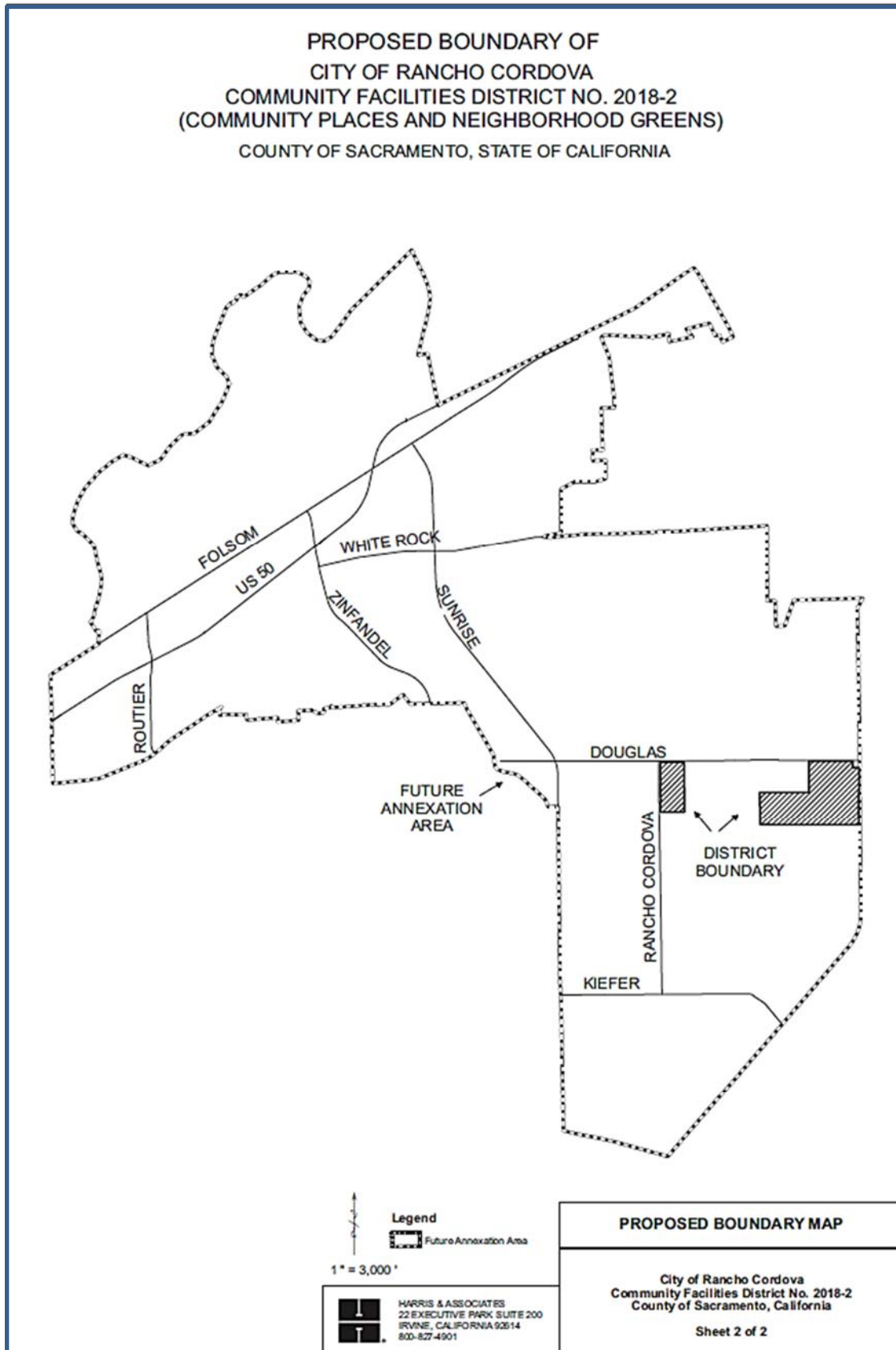


EXHIBIT B

**CITY OF RANCHO CORDOVA
COMMUNITY FACILITIES DISTRICT NO. 2018-2
(COMMUNITY PLACES AND NEIGHBORHOOD GREENS)**

LIST OF FACILTIES AND SERVICES

EXHIBIT B

City of Rancho Cordova

Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens)

LIST OF FACILITIES AND SERVICES AUTHORIZED TO BE FUNDED

The City of Rancho Cordova (the "City") is establishing Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) (the "CFD") to fund, in whole or in part, the following facilities and services (the terms "facilities" and "services" shall have the meaning as given in the Mello-Roos Community Facilities Act of 1982.

AUTHORIZED FACILITIES

The CFD is being established to fund the maintenance, operations, servicing, rehabilitation and replacement of CFD Facilities. The costs associated with the initial capital improvements required for the construction or installation of the Facilities are not included in the costs to be funded by the CFD. A general list of the Facilities to be maintained by the CFD include:

1. **Community Plazas.** Community Plazas are a component of the Community Places category of City Open Space, as defined in the City's Open Space Guidelines. Community Plazas are typically located in Village and Town Centers to provide areas for congregation, socializing and community events/activities. Two Community Plazas are planned for the CFD.

Specific amenities will be determined on a site by site basis. Typical amenities may include, but are not limited to, expanded public gathering space; outdoor seating and shade structures; signage and lighting; trash and recycling receptacles; bicycle parking; features of interest such as fountains, art work, engaging landscapes and other unique structures/treatments; hardscape areas; formal landscaping in planter boxes; and general landscaping elements including trees, shrubs, grasses, vines and ground covers.

2. **Bicycle Trails.** Bicycle Trails are a component of the Green Infrastructure category of City Open Space as defined in the City's Open Space Guidelines. A system of Bicycle Trails, defined as the Class I Bicycle Trails East of Sunrise Boulevard in the City's Bicycle Trails Master Plan, is planned for the CFD. This system of trails will have an estimated 250,530 linear feet of bicycle trails (over 47 miles) that will be a part of the City's overall Bicycle Trail network.

Primary trails are 16' in overall width (12' of asphalt pavement with a 2' shoulder on each side). Primary trails are typically located within a corridor of at least 50 feet in width, with larger widths up to 100 feet encouraged. Corridors of less than 50 feet in width may be accepted based on the unique opportunities and constraints within a given development project. Secondary trails feed into primary trails and provide connections to significant corridors and local trails. Secondary trails are 14' in overall width (10' of asphalt pavement with a 2' shoulder on each side) and are typically located within a corridor of at least 35 feet in width, with larger widths encouraged.

Typical amenities for Bicycle Trails may include, but are not limited to, native and/or draught tolerant plants; railings and edge protections; grade separated crossings; signage and lighting; shade trees; and trailheads where trails begin or connect to other trails. Trailheads are small open space areas that may include benches; signage and lighting; trash and recycling receptacles; maps; and other elements to assist trail users.

3. **Neighborhood Greens.** Neighborhood Greens are the most commonly occurring component of the Community Places category of City Open Space, as defined in the City's Open Space Guidelines. Neighborhood Greens are small-scale urban and suburban open spaces serving as places to meet, gather, socialize, commune with nature or otherwise participate in passive recreation activities. Neighborhood Greens are typically located in small developed and landscaped areas generally within residential neighborhoods in new development areas.

Specific amenities will be determined on a site by site basis. Typical amenities may include, but are not limited to, public gathering space; multi-purpose tables and shade structures; signage and lighting; trash and recycling receptacles; water fountains, barbeque areas and bicycle parking; walking paths, including those with special paving materials; landscape areas and hardscape areas; and distinguished areas with a special design feature such as tree variety or amenity.

4. **Other Facilities.** In addition to the facilities described above, the following features as described in the City's Open Space Guidelines may be maintained by the CFD:

Community Places	Green Infrastructure
Neighborhood Greens	Pedestrian Trails
Town Greens	Pedestrian Paseos
Community Gardens / Rose Gardens / Display Gardens	Utility Easements
Water Resources / Streams / Ponds / Lakes	Green Streets
Community Wide Open Space Facilities	Local Residential Street Landscape Enhancement
Outdoor Amphitheaters	Enhanced Detention Basins / Drainage Ways

Additionally, Facilities may include any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such facilities satisfy at least one of the following criteria: 1) augment, improve or expand existing CFD Facilities that are primarily for the benefit of the CFD; or 2) repair or rehabilitate existing CFD Facilities.

AUTHORIZED SERVICES

The CFD is being established to fund the cost of all authorized CFD Services which are to include, but are not limited to:

1. **Capital Replacement.** Capital Replacement includes any and all costs associated with repairing and replacing any of the Facilities described above.
2. **Maintenance.** Maintenance includes any and all costs associated with maintaining, operating and servicing all of the Facilities described above. This includes, but is not limited to the cost of labor, mechanical and automotive expenses, maintenance services, materials and supplies, water, electricity and other utilities, refuse collection, sewage disposal, security services or other costs incurred for the Facilities.
3. **General CFD Costs.** General Costs include any and all administrative costs associated with the CFD including, but not limited to, the costs of setting the annual levy and the collection of Special Taxes, such as county tax collection fees, consultant fees, legal fees and city staff costs.

Additionally, Services may include any other facilities permitted under the Mello-Roos Community Facilities Act of 1982, including the facilities described in Section 53313.5 of the California Government Code, as amended from time to time, provided that such services are related to at least one of the following criteria: 1) the augmentation, improvement or expansion of existing Facilities that are primarily for the benefit of the CFD; or 2) the reparation or rehabilitation of existing Facilities.

EXHIBIT C

City of Rancho Cordova

Community Facilities District No. 2018-2

(Community Places and Neighborhood Greens)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax as described herein and authorized under the Mello-Roos Community Facilities Act of 1982 (the "Act") shall be applicable to parcels of land within the Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) (the "CFD") of the City of Rancho Cordova (the "City"), including any parcels of land subsequently annexed into the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted at the time of annexation. The Special Tax shall be levied and collected as determined by the City through the application of the Rate and Method of Apportionment as described below.

A. Definitions

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Age-Qualified Residential Parcel" means a Residential Parcel within an age-qualified community as defined in the Fair Housing Act of 1968 or the 1995 Housing for Older Persons Act including amendments to those Acts.

"Age-Qualified Multi-Family Residential Parcel" means a Multi-Family Residential Parcel that meets the criteria for an Age-Qualified Residential Parcel.

"Age-Qualified Single Family Residential Parcel" means a Single Family Residential Parcel that meets the criteria for an Age-Qualified Residential Parcel.

"Administrative Expenses" means the actual or reasonably estimated costs incurred by the City acting for and on behalf of the CFD as administrator thereof, to determine, levy and collect the Special Taxes, in responding to public inquiries regarding the Special Taxes, including salaries of City employees and a proportionate amount of the City's general administrative overhead related thereto; the fees of consultants and legal counsel providing services related to the administration of the CFD; any amounts estimated or advanced by the City or CFD for any other administrative purposes; and any other costs required to administer the CFD as determined by the City.

"Annual Special Tax" means the total Special Tax levied against a Residential Parcel in the CFD in a Fiscal Year.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an

assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County designating lots or parcels by an Assessor's Parcel Number.

"Assessor's Parcel Number" means the Assessor's Parcel Number for any Parcel based on the County Assessor's secured property tax roll as of July 1 of each Fiscal Year.

"Authorized Facilities and Services" or "Facilities and Services" means the authorized facilities, maintenance activities and/or services, and expenses that may be funded by the CFD pursuant to the Act as amended, including, without limitation, the facilities and services authorized to be funded by the CFD as set forth in the documents adopted by the City Council at the time the CFD was formed.

"Base Year" means the Fiscal Year beginning July 1, 2018 and ending June 30, 2019.

"Building Permit" means a building permit issued by the City prior to the June 30 preceding the Fiscal Year in which the Special Tax is being levied.

"Capital Replacement Reserve Fund(s)" means a fund or funds that may be maintained for the CFD to provide for the accumulation and holding of funds for long-term capital projects, asset replacement, or other large anticipated expenditures.

"CFD" or "CFD No. 2018-2" means Community Facilities District No. 2018-2 (Community Places and Neighborhood Greens) of the City of Rancho Cordova.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"City" means the City of Rancho Cordova.

"City Council" means the City Council of the City of Rancho Cordova, acting as legislative body of the CFD.

"County" means the County of Sacramento.

"Developed Residential Parcel" means any residential parcel for which a building permit has been issued by the City prior to the start of the current Fiscal Year.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Final Subdivision Map" means a subdivision of property creating residential buildable lots by recordation of a Final Subdivision Map or parcel map pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.), or recordation of a condominium plan pursuant to the California Civil Code 1352, that creates individual lots for which building permits may be issued without further subdivision and is recorded prior to June 30 preceding the Fiscal Year in which the Special Tax is being levied.

“Fiscal Year” means the period starting July 1 and ending the following June 30.

“Maximum Annual Special Tax” means the Maximum Special Tax that may be levied against a Taxable Parcel in a Fiscal Year determined in accordance with Section C and Section D.

“Maximum Special Tax Rate” means the amount shown in Section C that is used in calculating the Maximum Annual Special Tax that may be levied on a Residential Parcel based on its residential land use and the number of residential Dwelling Units on the Parcel for a Fiscal Year.

“Multi-Family Residential Parcel” means a Residential Parcel with authorized residential use to consist of two or more for-rent Dwelling Units that share common walls, including, but not limited to, apartments and Residential Property that are not for sale to an end user and are under common management.

“Operating Reserve Fund” means a fund that may be maintained for the CFD each Fiscal Year to provide necessary cash flow to pay for the operation, maintenance and servicing of the CFD Facilities, Administrative Expenses and any other allowable CFD costs through the first six months of each Fiscal Year, which is at or around the time in which the City will receive the first allocation from the County of the annual Special Tax levy.

“Other Land Use Parcel” means a Taxable Parcel that does not have authorized residential use that is verified by issuance of a Building Permit for residential use, secured assessment roll classification for residential land use and assessed valuation that includes the improved value of residential Dwelling Unit(s) by the County Assessor, Final Subdivision Map or other authorization of the City or County allowing the Parcel to be used for residential purposes.

“Proportionately” means that the ratio of the Annual Special Tax to the Maximum Annual Special Tax is equal for all Taxable Parcels levied within the CFD.

“Public Parcel” means any Parcel, in its entirety, that is or is intended to be publicly owned and is normally exempt from the levy of general ad valorem property taxes under California law, including, but not limited to, public streets, schools, parks, fire stations, police stations, and public drainage ways; public landscaping, wetlands, greenbelts, and public open space. These parcels are exempt from the levy of Special Taxes and classified as Tax-Exempt Parcels.

“Residential Parcel” means a Taxable Parcel that does have authorized residential use. A Residential Parcel is further classified as either a Single Family Residential or a Multi-Family Residential Parcel depending on the type of residential use authorized for the Parcel. Once classified as a Residential Parcel, no Parcel shall be removed from the Residential Parcel classification unless the Building Permit or other authorization expires, is revoked, or is otherwise terminated.

“Resolution of Formation” means the City Council resolution establishing the CFD and authorizing the levy the Special Tax.

“Single Family Residential Parcel” means a Residential Parcel with authorized residential use to consist of one Dwelling Unit that may or may not share common walls with one or more other

Dwelling Unit(s), including, but not limited to, detached homes, duplexes, triplexes, townhomes, condominiums, and other Residential Parcels that are for sale to an end user and are not under common management

“Special Tax” means any Special Tax authorized to be levied in the CFD under the Act and the Resolution of Formation.

“Special Tax Requirement” means the amount, as determined by the CFD Administrator, for any Fiscal Year to: (i) pay the costs for the operation, maintenance and services of the Authorized Facilities and Services during such Fiscal Year based upon the service levels established at the time of formation or as may be amended by the City in the future, (ii) pay Administrative Expenses associated with the Special Tax, (iii) establish or replenish the Operating Reserve Fund, (iv) establish or replenish the Capital Replacement Reserve Fund(s), (v) pay incidental expenses related to the Authorized Facilities and Services as authorized pursuant to the Act, and less (vi) any excess funds available in the Operating Reserve Fund, the Capital Replacement Reserve Fund(s), or other funds associated with the CFD as determined by the CFD Administrator.

“Tax Escalation Factor” means an annual percentage increase equal to the greater of (i) the annual average Consumer Price Index (CPI), for San Francisco-Oakland-San Jose, All Urban Consumers (CPI-U) for the prior calendar year, or (ii) three percent (3%). If the CPI listed above is no longer published, the Administrator shall select a new tax escalation factor that is reasonably comparable to the CPI that is no longer published.

“Taxable Parcel” means any Parcel that is not a Tax-Exempt Parcel.

“Tax-Exempt Parcel” means a Parcel not subject to the Special Tax. Tax-Exempt Parcels are Public Parcels (subject to the limitations set forth in Section B), or privately owned Parcels that are non-developable, such as common areas, wetlands, and open space, all of which are exempt from the levy of Special Taxes as determined by the City.

“Tax Zone” means one of two (2) mutually exclusive tax zones identified in Exhibit 1 of this Rate and Method of Apportionment, which may be updated to include new assessor’s parcels or new Tax Zones added to the CFD as a result of future annexations.

“Tax Zone A” means the Tax Zone that includes parcels located in a development has local neighborhood greens within such development that will be maintained by the City.

“Tax Zone B” means the Tax Zone that includes parcels located in a development that does not have local neighborhood greens within such development or has local neighborhood greens that will be maintained by an entity or agency other than the City.

“Total Annual Special Tax” means the total of the Annual Special Taxes levied against all Residential Parcels in the CFD in a Fiscal Year.

“Total Maximum Annual Special Tax” means the total of the Maximum Special Taxes that could be levied against all Residential Parcels in the CFD in a Fiscal Year.

“Undeveloped Residential Parcel” means any residential parcel for which a building permit has

not been issued by the City prior to the start of the current Fiscal Year.

B. Data Collection for the Annual Special Tax Levy

On July 1 of each Fiscal Year, commencing with the Base Year, the Administrator shall classify the Parcels in the CFD using the Definitions in Section A, the Parcel records of the Assessor's secured property tax roll as of July 1 and other City or County development approval records as follows:

- i. Each Parcel shall be assigned to either Tax Zone A or Tax Zone B;*
- ii. Each Parcel shall be classified as a Taxable Parcel or a Tax-Exempt Parcel;*
- iii. Each Taxable Parcel shall be further classified as a Residential Parcel or an Other Land Use Parcel;*
- iv. Each Residential Parcel for shall be classified as a Single Family Residential Parcel or a Multi-Family Residential Parcel;*
- v. Each Residential Parcel that meets the criteria for an Age-Qualified Residential Parcel shall be further designated as either an Age-Qualified Single Family Residential Parcel or an Age-Qualified Multi-Family Residential Parcel*

If a Tax-Exempt Parcel is converted to a Taxable Parcel as a result of the sale of a Tax-Exempt Parcel to a private owner for residential development, it shall become subject to the Special Tax.

Conversely, if a Taxable Parcel is converted to a Tax-Exempt Parcel as a result of either (i) the sale of the Taxable Parcel to a public entity, and which entity is normally exempt from the levy of general ad valorem property taxes under California law or (ii) the inability of the private owner to develop the parcel as described in the definition of "Tax-Exempt Parcel", it shall become a Tax-Exempt Parcel.

C. Maximum Special Tax Rates

The Maximum Special Tax Rates for Residential Parcels for Base Year 2018/19 are as follows:

Residential Land Use	Maximum Special Tax per Dwelling Unit	
	Tax Zone A	Tax Zone B
Single Family Residential Parcel	\$115.84	\$28.49
Age-Qualified Single Family Residential Parcel	\$78.54	\$19.32
Multi-Family Residential Parcel	\$60.48	\$14.88

Age-Qualified Multi-Family Residential Parcel	\$41.01	\$10.09
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For each Fiscal Year following the Base Year, each of the Maximum Annual Special Tax Rates shall be increased from the prior Fiscal Year's respective Maximum Annual Special Tax Rates by multiplying such prior Fiscal Year Maximum Special Tax Rates by the Tax Escalation Factor.

D. Determination of Multi-Family Residential Parcel's Maximum Annual Special Tax

When a building permit is issued for a Multi-Family Residential Parcel, the Maximum Annual Special Tax for the Parcel for which such building permit has been issued for each Fiscal Year shall be determined by multiplying the number of Dwelling Units assigned to the Parcel times the Maximum Special Tax Rate for the Parcel as determined in Section C.

E. Levy of the Annual Special Tax

Each year, the CFD Administrator shall levy the Annual Special Tax commencing with Fiscal Year 2018-2019, and for each Fiscal Year thereafter as follows:

- i. Each Year on July 1, the CFD Administrator shall determine the Special Tax Requirement for the current Fiscal Year.
- ii. The Annual Special Tax shall be levied proportionately on each Developed Residential Parcel within each Tax Zone up to 100% of the applicable Maximum Annual Special Tax, not to exceed the Special Tax Requirement for the current Fiscal Year.
- iii. If additional revenue is required to equal the Special Tax Requirement for the current Fiscal Year, the Annual Special Tax shall be levied proportionately on Undeveloped Residential Parcels up to 100% of the Maximum Annual Special Tax, not to exceed the remainder of the Annual Special Tax Requirement for which a Final Subdivision Map has been approved and Authorized Facilities have been accepted for maintenance by the City.

Under no circumstances will the Annual Special Tax levied in any Fiscal Year against any Residential Parcel be increased as a consequence of delinquency or default by the owner or owners of any other parcel or parcels within the CFD by more than 10 percent above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

F. Manner of Collection

The Annual Special Tax will be collected in the same manner and at the same time as ad valorem property taxes, provided, however, that the Administrator or its designee may directly bill the Annual Special Tax and may collect the Annual Special Tax at a different time, such as on a monthly or other periodic basis, or in a different manner, if necessary, to meet the City's financial obligations.

The Administrator shall prepare a listing of the amount of the of the Annual Special Tax levy for each Taxable Parcel and send it to the County Auditor-Controller requesting that it be placed on

the County's secured property tax roll for that Fiscal Year.

G. Limitations

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on any Other Land Use Parcel, Public Parcel or Tax-Exempt Parcel.

H. Duration of the Special Tax

Parcels in the CFD will remain subject to the Special Tax in perpetuity, unless and until such time the City determines the revenues are no longer needed, in which case the Special Tax shall cease to be levied and City shall direct the County Recorder to record a Notice of Cessation of Special Tax. Such notice will state that the obligation to pay the Special Tax has ceased and that the lien imposed by the Notice of Special Tax Lien is extinguished. The Notice of Cessation of Special Tax shall additionally identify the book and page of the Book of Maps of Assessment and Community Facilities Districts where the map of the boundaries of the CFD is recorded.

I. Appeals

Any taxpayer who believes that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the City appealing the levy of the Special Tax. The City will then promptly review the appeal, and if necessary, meet with the applicant. If the City verifies that the Special Tax should be modified or changed, the Special Tax levy shall be corrected and, if applicable, a refund or revised tax bill shall be granted for the current Fiscal Year.

Interpretations may be made by Resolution of the City Council for purposes of clarifying any vagueness or ambiguity as it relates to the Maximum Annual Special Tax Rate, the method of apportionment, the classification of properties or any definition applicable to the CFD.

J. Prepayment of the Special Tax Obligation

The Special Tax for a Taxable Parcel may not be prepaid. The Special Tax is collected to fund Authorized Facilities and Services in perpetuity, or until the City Council determines that the Special Tax should no longer be collected.

MEMORANDUM

DATE: August 6, 2018

TO: Honorable Mayor and Council Members

FROM: June Cowles, Project Planner



SUBJECT: 9777-9779 BUSINESS PARK DRIVE PARCEL MAP; PROJECT NO. DD9797 – LOCATED AT 9777-9779 BUSINESS PARK DRIVE.

PROPERTY OWNER: Bradshaw 2 GPRV Partners 17, LLC 2323 South Bascom Avenue Campbell, CA 95008	APPLICANT/DEVELOPER: Bradshaw 2 GPRV Partners 17, LLC 2323 South Bascom Avenue Campbell, CA 95008
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PROJECT: 9777-9779 Business Park Drive Tentative Parcel Map FILE: DD9797 LOCATION: 9777-9779 Business Park Drive APN: 068-0160-113-0000 PLANNER: June Cowles, Senior Planner

RECOMMENDATION

Adopt Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the applicant's request to subdivide an existing developed 2.41+/- acre parcel into two new parcels; Parcel 1 at 1.205 acres and Parcel 2 at 1.205 acres. This lot split would allow for the sale, lease, or finance of individual parcels. No physical improvements are proposed with this request.

PROJECT DESCRIPTION

The City of Rancho Cordova received an application requesting a Parcel Map to divide the existing 2.41 acre parcel into two new parcels for individual sale, lease, or financing at 9777-9779 Business Park Drive. **Figure 1; Project Location and Figure 2; Existing Site Aerial.** The existing parcel currently includes two buildings with parking, lighting and landscaping. The site is located within the Folsom Boulevard Specific Plan and zoned Office Industrial Mixed Use (FB-OIMU). The General Plan designation is Folsom Boulevard Planning Area.

Figure 1; Project Location



Figure 2; Existing Site Aerial



The proposed parcels are shown in **Figure 3; Proposed Parcel Map** and will include:

- Parcel 1 at 1.205 acre with an existing 52,472 square-foot building with parking.
- Parcel 2 at 1.205 acre with an existing 52,472 square-foot building and parking.

Figure 4; Existing Street View shows the existing street view of the existing buildings.

Figure 3: Proposed Parcel Map

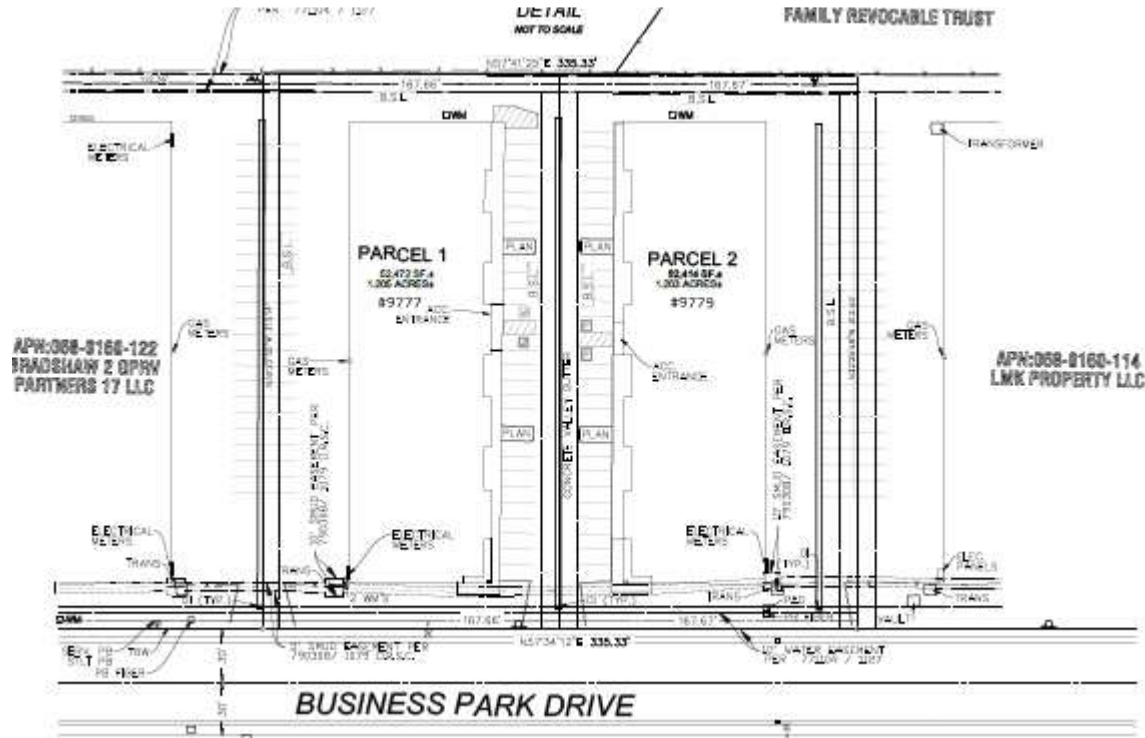


Figure 4: Existing Street View



REQUIRED PERMITS AND REGULATORY BASIS

According to the State Subdivision Map Act and Municipal Code, a commercial parcel may be subdivided into multiple separate lots with a Subdivision Map, guided by the following provisions:

1. Subdivision Map Act
2. RCMC Title 22, Land Development, provides the local authority under the Subdivision Map Act to subdivide land.
3. RCMC Title 23, Zoning Code

ANALYSIS

The applicant is requesting approval of a Parcel Map to divide a developed 2.41 acre parcel into 2 new parcels. No physical improvements or changes in use are proposed at this time.

General Plan: The project site is located in the Folsom Boulevard Planning Area (FBPA).

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
9777-9797 Business Park Drive (Project Site)	Various Office and Industrial Uses	Folsom Boulevard Planning Area	FB-OIMU (Office Industrial Mixed Use within the Folsom Specific Plan)
North	Undeveloped Land and various Office and Industrial Uses	Folsom Boulevard Planning Area	FB-OIMU (Office Industrial Mixed Use within the Folsom Specific Plan)
East	Various Office and Industrial Uses	Folsom Boulevard Planning Area	FB-OIMU (Office Industrial Mixed Use within the Folsom Specific Plan)
South	Various Office and Industrial Uses	Folsom Boulevard Planning Area	FB-OIMU (Office Industrial Mixed Use within the Folsom Specific Plan)
West	Various Office and Industrial Uses	Folsom Boulevard Planning Area	FB-OIMU (Office Industrial Mixed Use within the Folsom Specific Plan)

Zoning Code: The project site is zoned Office Industrial Mixed Use within the Folsom Boulevard Specific Plan (FB-OIMU) which allows for office and industrial mixed uses. The site currently includes several office and industrial businesses.

No physical improvements are included with this parcel split. Both parcels will include a reciprocal parking and access agreement to integrate parking and meet required zoning code development standards. Any changes to this map must be reviewed by staff for consistency and comparability.

Title 22 - Land Development: Title 22 of the City of Rancho Cordova Municipal Code regulates land division and is intended to supplement and implement the Subdivision Map Act. The proposed project, as conditioned, is consistent with requirements and procedures of a parcel map application.

Section 6647 of the California Subdivision Map Act requires a City to deny approval of a parcel map, if any of the findings are found to be false. In the case of the proposed map, none of the required findings were found to be false. The following evidence supports the map request:

1. *Finding: That the proposed map is consistent with applicable general and specific plans as specified in Section 65451.*

Evidence: The proposed project is consistent with the General Plan and the land use designation specified for this parcel. The site currently includes several office and industrial businesses within 2 buildings on-site consistent with the FB-OIMU zoning designation. Both lots are consistent with the Folsom Planning Area designation of the General Plan. No physical improvements are proposed as part of this map.

2. *Finding: That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.*

Evidence: The proposed Parcel Map is consistent with the existing development standards of the General Plan designation of Folsom Boulevard Planning Area and the zoning standards of the Office Industrial Mixed Use zone within the Folsom Boulevard Specific Plan (FB-OIMU).

3. *Finding: That the site is physically suitable for the type of development.*

Evidence: The site is physically suitable to subdivide. The existing parcel is developed and includes 2 existing buildings on-site. Both new parcels will be supported by a parking and access agreement. No improvements or changes in use are proposed with this project.

4. *Finding: That the site is physically suitable for the proposed density of development.*

Evidence: No physical changes or changes in use are proposed on the new parcels with this project. The existing parcel is currently occupied by several office and industrial businesses which are allowed within the Office Industrial Mixed Use zone within the Folsom Boulevard Specific Plan (FB-OIMU). No changes in site intensity are proposed. A reciprocal parking and access agreement will be added as a condition of the map.

5. *Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

Evidence: The proposed project does not involve any physical improvements or changes in use at this time. The site is currently developed with two existing buildings on-site. The proposed project is exempt from environmental review pursuant to section 15315 (Minor Land Division) of the California Environmental Quality Act.

6. *Finding: That the design of the subdivision or the type of improvements is likely to cause serious public health problems.*

Evidence: The division of one parcel into two new parcels would allow the existing buildings to be placed on individual lots to allow for the sale, lease or finance of each building. The proposed Parcel Map does not include any physical change and will not disturb any previously undisturbed area. No public health problems will result from approval of the parcel map.

7. *Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.*

Evidence: No change is proposed with this division and a condition has been placed on the project to ensure the access and shared parking remains for all businesses prior to sale of the new parcels.

FISCAL IMPACT

Staff anticipates that this project will result in additional revenues created from the potential sale of the new parcels and through taxes collected for each new parcel.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Chapter 3, Division 6 (State CEQA Guidelines) Section 15315 (Minor Land Division). The property is in an urbanized area zoned for office and industrial mixed use. The division of one lot into two parcels is in conformance with the General Plan and Rancho Cordova Zoning Code standards as no variances or exceptions are required. All services and access to the proposed parcels are available and no additional modifications or improvements are requested as part of this project.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) per section 15315 “Minor Land Division” and adopt the Resolution approving the Tentative Parcel Map for 9777-9779 Business Park Drive DD9797, subject to the findings, Tentative Parcel Map (**Attachment 2**) and Conditions of Approval (**Attachment 3**).”

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution – Tentative Parcel Map
3. Exhibit B to the Resolution – Conditions of Approval
4. 500’ Radius Map and Labels.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. XX-XXXX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING THE 9777-9779 BUSINESS PARK DRIVE PARCEL MAP, PROJECT NO. DD9797**

WHEREAS, Patrice Griffith of Bradshaw 2 GPRV Partners 17, LLC (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for parcel map for 9777-9779 Business Park Drive (Assessor's Parcel Number: 068-0160-113); and

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

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize that the Council approves the 9777-9779 Business Park Drive Tentative Parcel Map (attached hereto as **Exhibit A**), subject to the following findings and attached Conditions of Approval (attached hereto as **Exhibit B**):

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Exempt under Section 15315, Minor Land Division, as supported by the following:

The property is in an urbanized area zoned for office and industrial mixed uses. The division of one lot into two parcels is in conformance with the General Plan and Rancho Cordova Zoning Code standards as no variances or exceptions are required. All services and access to the proposed parcels are available no additional modifications or improvements are requested as part of this project.

- B. Section 66474 of the California Subdivision Map Act requires a City to deny approval of a parcel map, if any of the findings are found to be false. In the case of the proposed map, none of the required findings were found to be false. The following evidence supports the map request:

1. *Finding:* *That the proposed map is consistent with applicable general and specific plans as specified in Section 65451.*

Evidence: The proposed project is consistent with the General Plan and the land use designation specified for this parcel. The site currently includes 2 buildings on site with various office and industrial businesses that are consistent with the FB-OIMU zoning designation. Both lots are consistent with the Folsom Boulevard Planning Area designation of the General Plan. No physical improvements are proposed as part of this map.

2. *Finding:* *That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.*

ATTACHMENT 1

Evidence: The proposed Parcel Map is consistent with the existing development standards of the General Plan designation of Folsom Boulevard Planning Area and the zoning standards of the Office Industrial Mixed Use zone within the Folsom Boulevard Specific Plan (FB-OIMU).

3. *Finding: That the site is physically suitable for the type of development.*

Evidence: The site is physically suitable to subdivide. The existing parcel is developed and includes 2 existing buildings on-site. Both new parcels will be supported by a parking and access agreement. No improvements or changes in use are proposed with this project.

4. *Finding: That the site is physically suitable for the proposed density of development.*

Evidence: No physical changes or changes in use are proposed on the new parcels with this project. The existing parcel is currently occupied by various office and industrial uses which are allowed within the Office Industrial Mixed Use zone within the Folsom Boulevard Specific Plan (FB-OIMU). No changes in site intensity are proposed. A reciprocal parking and access agreement will be added as a condition of the map.

5. *Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

Evidence: The proposed project does not involve any physical improvements or changes in use at this time. The site is currently developed to include two existing buildings on-site. The proposed project is exempt from environmental review pursuant to section 15315 (Minor Land Division) of the California Environmental Quality Act.

6. *Finding: That the design of the subdivision or the type of improvements is likely to cause serious public health problems.*

Evidence: The division of one parcel into two new parcels would allow the existing buildings to be placed on individual lots to allow for the sale, lease or finance of each building. The proposed Parcel Map does not include any physical change and will not disturb any previously undisturbed area. No public health problems will result from approval of the parcel map.

7. *Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.*

ATTACHMENT 1

Evidence: No change is proposed with this division and a condition has been placed on the project to ensure the access and shared parking remains for all businesses prior to sale of the new parcels.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of August 2018 by the following vote:

AYES:

NOES:

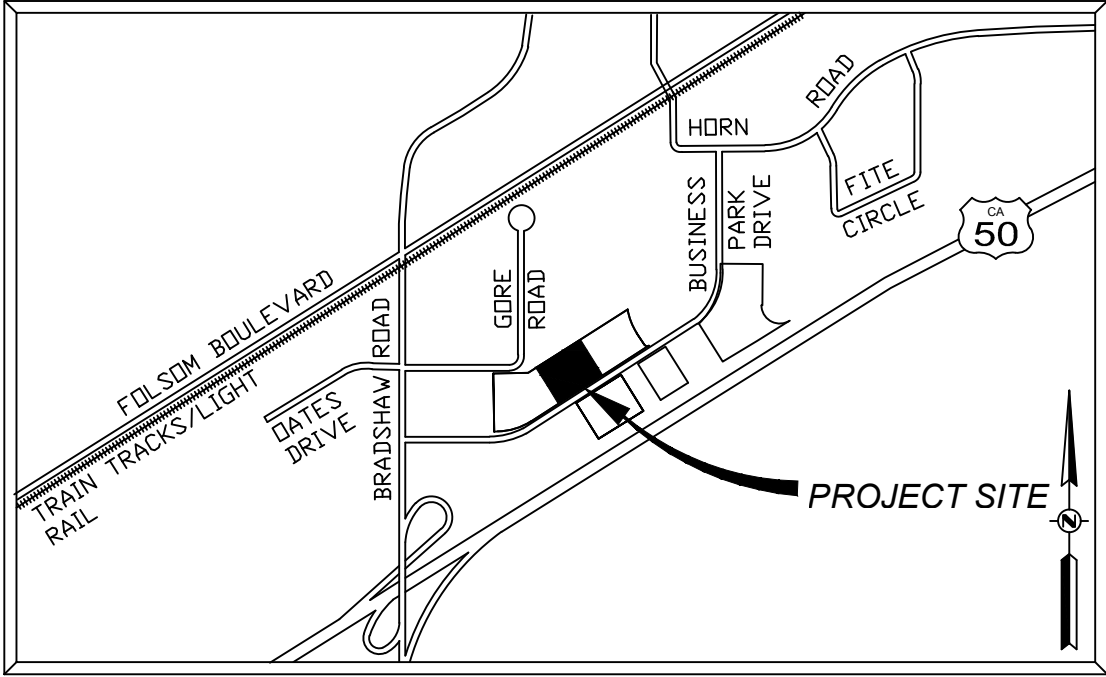
ABSENT:

ABSTAIN:

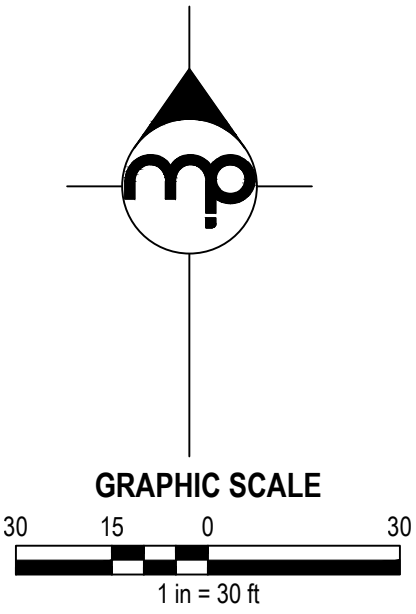
Linda Budge, Mayor

ATTEST:

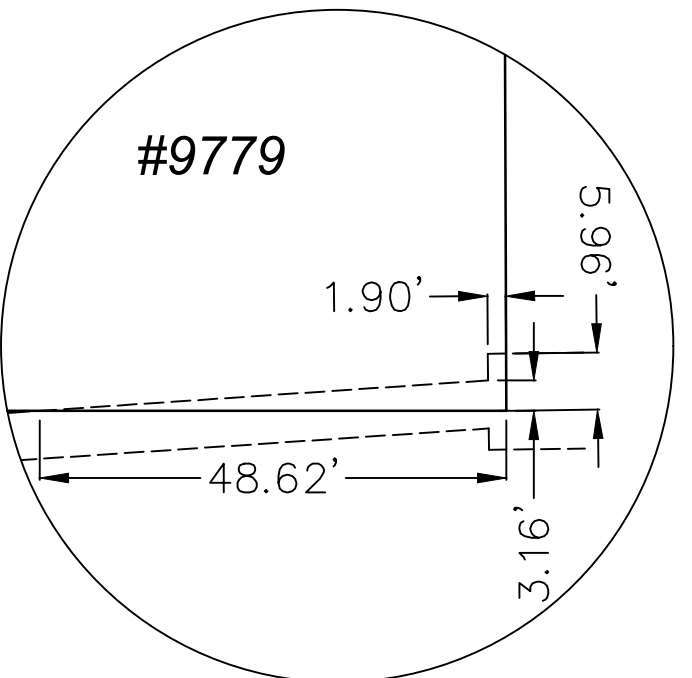
Stacy Leitner, City Clerk



VICINITY MAP
NOT TO SCALE

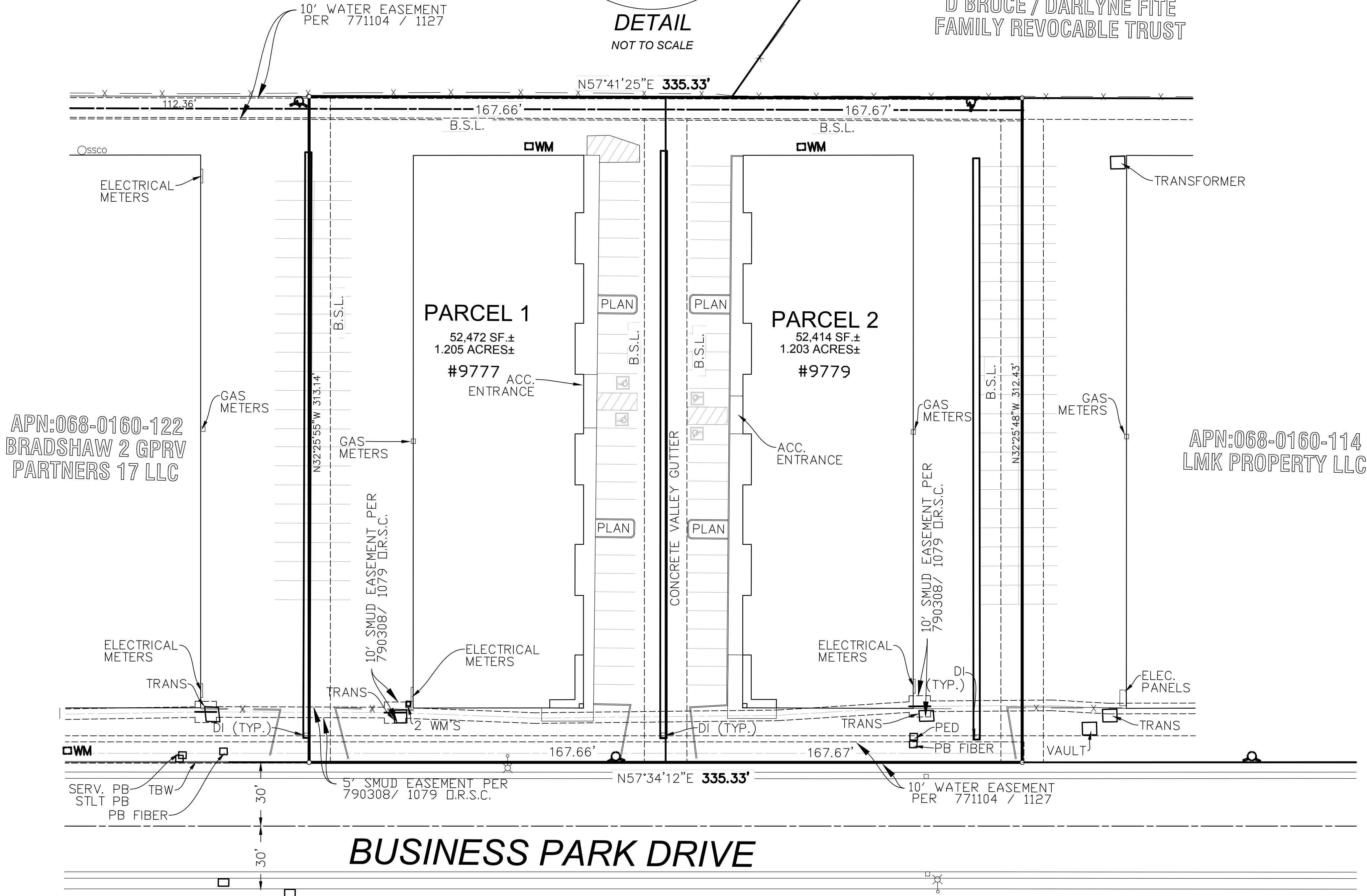


APN:068-0160-100
SANTA FE PAC
PIPELINES INC.



DETAIL
NOT TO SCALE

APN:068-0160-111
D BRUCE / DARLYNE FITE
FAMILY REVOCABLE TRUST



OWNER/SUBDIVIDER: GPR VENTURES
2323 S. BASCOM AVE. SUITE 100
CAMPBELL, CA 95008
ATTN: RON LAZZARO - RON@DCCO.NET
408 499 7106

ENGINEER: MORTON & PITALO INC.,
2870 GATEWAY OAKS DRIVE, SUITE 120
SACRAMENTO, CA 95833
ATTN: JERRY JONES - JJONES@MPENGR.COM
916 496 8788

EXISTING & PROPOSED USE: OFFICE INDUSTRIAL (GENERAL PLAN - HEAVY INDUSTRIAL)

EXISTING & PROPOSED ZONING: O1MU (FBSP) OFFICE INDUSTRIAL MIXED USE - FOLSOM BOULEVARD
SPRCIFIC PLAN

ASSESSORS PARCEL NO: 068-0160-113

SEWAGE DISPOSAL: COUNTY OF SACRAMENTO (SASD)

WATER SUPPLY: CAL AM WATER

DRAINAGE: CITY OF RANCHO CORDOVA

FIRE PROTECTION: CITY OF RANCHO CORDOVA

ACREAGE: 2.41

NO OF LOTS: 2 (MAXIMUM NUMBER OF INDUSTRIAL CONDOMINIUM UNITS - 12)

PROPOSED LOT SIZE: AS SHOWN

1 CONDOMINIUM UNIT NO.

NOTES:

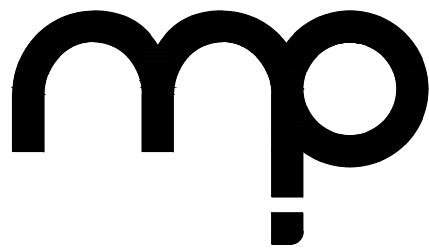
- THE PROPERTY SHOWN HEREON IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, ON FLOOD RATE MAP NO. 06067C0205H, DATED AUGUST 16, 2012 IN SACRAMENTO COUNTY, CALIFORNIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- BUILDING SETBACK (B.S.L.) ARE: FRONT=10', REAR=10', INTERIOR=10'. NORMALLY IN THIS PLANNING ZONE, THE FRONT SETBACK IS 25 FEET. HOWEVER, THESE PARCELS ARE IN THE FOLSOM BOULEVARD SPECIFIC PLAN WHICH SPECIFIES THAT THE FRONT BUILDING SETBACK FOR THESE PARCELS IS 10 FEET.
- BUILDING AREA:
9777 - 20,295 S.F.±
9779 - 20,295 S.F.±

AGENDA ITEM 10.4

REVISIONS					
	NO.	DESCRIPTION	APPD. ENGR.	DATE	APPD. E.U.

SCALE:	BENCH MARK
HORIZ. 1" = 30'	
VERT. 1" = N/A	

COMPUTED	
DESIGNED	
DRAWN	JRJ
PROJ. ENGR.	



MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom • Sacramento • Fresno
2870 Gateway Oaks Drive, Suite #120
Sacramento, CA 95833
phone: (916) 927-2400
survey email: staking@mpengr.com • web: www.mpengr.com

TENTATIVE PARCEL MAP
9777-9779 BUSINESS PARK DRIVE
FOR INDUSTRIAL CONDOMINIUM PURPOSES
RANCHO CORDOVA, CALIFORNIA

DATE	APRIL 2018
SHEET	186
OF	

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
General Conditions					
1.	The approved entitlement is for a Parcel Map, to subdivide one (1) parcel (APN: 068-0160-113) into two (2) parcels, as described in the City Council staff report dated August 6, 2018 and Parcel Map (Attachment 2) with conditions herein, for project number DD9797.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision making body.	General	On-Going	Planning/ Building /Public Works	
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Finance	
5.	Any proposed changes to the Parcel Map must be approved through Planning Department and other applicable department review.	Modifications	On-Going	Planning	

Conditions of Approval DD9797

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
6.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	Utilities	On-Going	SMUD	
7.	SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.	Utilities	On-Going	SMUD	
8.	The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g. Gas, Telephone, etc.).	Utilities	On-Going	SMUD	
9.	Any construction and/or modification to the public sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any onsite and offsite sewer construction. Field modifications to new or existing precast manhole bases are not allowed	Sewer	On-Going	SASD	
10.	The applicant shall provide separate SMUD service points to each parcel to the satisfaction of SMUD.	Utilities	On-going	SMUD	
Prior to Recordation of the Parcel Map					
11.	The Parcel Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of a Development Agreement.	Subdivision	Three years, commencing with the date of approval.	Planning/ Public Works	
12.	The Applicant shall provide separate SMUD service points to each parcel to the satisfaction of SMUD.	Utilities	Prior to recordation of the Parcel Map	SMUD	

Conditions of Approval DD9797**ATTACHMENT 3
Exhibit B to the Resolution**

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
13.	Dedicate a standard 12.5-foot Public Utility Easement for the installation and maintenance of water, gas, sewer and drainage pipes, traffic control devices and for poles and overhead and underground wires and conduits for electrical, television and telephone services and appurtenances adjacent to all public drive.	Improvements	Prior to recording of final parcel map	Public Works	
14.	Applicant shall apply for an encroachment permit from the Public Works Department for the replacement of damaged sidewalk along property frontage to the satisfaction of The Public Works Department. Please contact the Public Works Department at (916) 851-8713 to arrange for a site meeting and markout of damaged sidewalk. Sidewalk panels shall be replaced to the nearest joint prior to occupancy.	Improvements	Prior to recordation of Tentative Parcel Map	SMUD	
15.	The Applicant shall locate, verify, and provide a drawing to SMUD identifying all electrical utility infrastructure for the existing structures. If necessary, any existing onsite electrical infrastructure that serves existing structures shall be relocated to the satisfaction of SMUD.	Utilities	Prior to recordation of Tentative Parcel Map	SMUD	
16.	The Applicant shall dedicate a 12.5-foot PUE for overhead and/or underground facilities and appurtenances adjacent to all public streets ROW. The subject easement shall be prepared in accordance with SMUD's standard underground right-of-way form for a 5-foot-wide right-of-way for existing underground utilities	Utilities	Prior to recordation of Tentative Parcel Map	SMUD	
17.	A note shall be placed on the final map stating that "Reciprocal access and parking between parcels shown hereon shall be granted/reserved prior to the sale and/or re-conveyance of said parcels.	Access and Parking	Prior to approval of the Final map	Public Works	



ATTACHMENT 4

068-0160-113
BRADSHAW 2 GPRV PARTNERS 17 LLC
2323 S BASCOM AVE #100
CAMPBELL CA 95008

068-0160-113
OCCUPANT
9777 BUSINESS PARK DR# A
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9777 BUSINESS PARK DR# B
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9777 BUSINESS PARK DR# C
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9777 BUSINESS PARK DR# D
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9777 BUSINESS PARK DR# E
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9777 BUSINESS PARK DR# F
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9779 BUSINESS PARK DR# A
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9779 BUSINESS PARK DR# B
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9779 BUSINESS PARK DR# C
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9779 BUSINESS PARK DR# D
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9779 BUSINESS PARK DR# E
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9779 BUSINESS PARK DR# F
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9779 BUSINESS PARK DR# G
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9779 BUSINESS PARK DR# H
SACRAMENTO CA 95827

068-0160-113
OCCUPANT
9779 BUSINESS PARK DR# I
SACRAMENTO CA 95827

068-0160-058
ICON OWNER POOL 1 SF BUSINESS PARKS
LLC
2 N RIVERSIDE PLZ #2350
CHICAGO IL 60606

068-0160-058
OCCUPANT
9828 BUSINESS PARK DR# A
SACRAMENTO CA 95827

068-0160-058
OCCUPANT
9828 BUSINESS PARK DR# A1
SACRAMENTO CA 95827

068-0160-058
OCCUPANT
9828 BUSINESS PARK DR# B
SACRAMENTO CA 95827

068-0160-064
SHAW 2007 FAMILY TRUST/ETAL
9857 HORN RD
SACRAMENTO CA 95827

068-0160-064
OCCUPANT
9750 BUSINESS PARK DR # 100
SACRAMENTO CA 95827

068-0160-064
OCCUPANT
9750 BUSINESS PARK DR # 104
SACRAMENTO CA 95827

068-0160-064
OCCUPANT
9750 BUSINESS PARK DR # 120
SACRAMENTO CA 95827

068-0160-064
OCCUPANT
9750 BUSINESS PARK DR # 220
SACRAMENTO CA 95827

068-0160-096,110,111
D BRUCE & DARLYNE FITE FAMILY
REVOCABLE TRUST
9857 HORN RD
SACRAMENTO CA 95827

068-0160-096
OCCUPANT
9821 BUSINESS PARK DR
SACRAMENTO CA 95827

068-0160-096
OCCUPANT
9821 BUSINESS PARK DR # 160
SACRAMENTO CA 95827

068-0160-096
OCCUPANT
9821 BUSINESS PARK DR # 160B
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 1
SACRAMENTO CA 95827

ATTACHMENT 4

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 2
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 3
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 4
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 5
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 6
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 7
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 8
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 9
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9815 BUSINESS PARK DR # 10
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9819 BUSINESS PARK DR # 1
SACRAMENTO CA 95827

068-0160-111
OCCUPANT
9819 BUSINESS PARK DR # 2
SACRAMENTO CA 95827

068-0160-100
SANTA FE PAC PIPELINES INC
1100 TOWN/COUNTRY RD
ORANGE CA 92868

068-0160-100
OCCUPANT
3009 BRADSHAW RD
SACRAMENTO CA 95827

068-0160-114
LMK PROPERTY LLC
6117 ASCOT DR
OAKLAND CA 94611

068-0160-114
OCCUPANT
9795 BUSINESS PARK DR # A
SACRAMENTO CA 95827

068-0160-114
OCCUPANT
9795 BUSINESS PARK DR # B
SACRAMENTO CA 95827

068-0160-114
OCCUPANT
9795 BUSINESS PARK DR # C
SACRAMENTO CA 95827

068-0160-114
OCCUPANT
9795 BUSINESS PARK DR # D
SACRAMENTO CA 95827

068-0160-114
OCCUPANT
9795 BUSINESS PARK DR # E
SACRAMENTO CA 95827

068-0160-114
OCCUPANT
9795 BUSINESS PARK DR # F
SACRAMENTO CA 95827

068-0160-114
OCCUPANT
9795 BUSINESS PARK DR # G
SACRAMENTO CA 95827

068-0160-114
OCCUPANT
9795 BUSINESS PARK DR # H
SACRAMENTO CA 95827

068-0160-114
OCCUPANT
9795 BUSINESS PARK DR # I
SACRAMENTO CA 95827

068-0160-116,118,119,120,122
BRADSHAW 2 GPRV PARTNERS 17 LLC
2323 S BASCOM AVE #100
CAMPBELL CA 95008

068-0160-116
OCCUPANT
9816 BUSINESS PARK DR # A
SACRAMENTO CA 95827

068-0160-116
OCCUPANT
9816 BUSINESS PARK DR # A1
SACRAMENTO CA 95827

068-0160-116
OCCUPANT
9816 BUSINESS PARK DR # B
SACRAMENTO CA 95827

068-0160-116
OCCUPANT
9816 BUSINESS PARK DR # C
SACRAMENTO CA 95827

068-0160-116
OCCUPANT
9816 BUSINESS PARK DR # D
SACRAMENTO CA 95827

068-0160-117
9800 BSNS PK LLC
9800 BUSINESS PARK DR #A
SACRAMENTO CA 95827

ATTACHMENT 4

068-0160-118
OCCUPANT
9792 BUSINESS PARK DR # A
SACRAMENTO CA 95827

068-0160-118
OCCUPANT
9792 BUSINESS PARK DR # B
SACRAMENTO CA 95827

068-0160-118
OCCUPANT
9792 BUSINESS PARK DR # C
SACRAMENTO CA 95827

068-0160-119
OCCUPANT
9778 BUSINESS PARK DR # A
SACRAMENTO CA 95827

068-0160-119
OCCUPANT
9778 BUSINESS PARK DR # B
SACRAMENTO CA 95827

068-0160-119
OCCUPANT
9778 BUSINESS PARK DR # C
SACRAMENTO CA 95827

068-0160-119
OCCUPANT
9778 BUSINESS PARK DR # D
SACRAMENTO CA 95827

068-0160-119
OCCUPANT
9778 BUSINESS PARK DR # E
SACRAMENTO CA 95827

068-0160-120
OCCUPANT
9727 BUSINESS PARK DR # A
SACRAMENTO CA 95827

068-0160-120
OCCUPANT
9727 BUSINESS PARK DR # B
SACRAMENTO CA 95827

068-0160-120
OCCUPANT
9727 BUSINESS PARK DR # C
SACRAMENTO CA 95827

068-0160-120
OCCUPANT
9727 BUSINESS PARK DR # D
SACRAMENTO CA 95827

068-0160-120
OCCUPANT
9727 BUSINESS PARK DR # E
SACRAMENTO CA 95827

068-0160-120
OCCUPANT
9727 BUSINESS PARK DR # F
SACRAMENTO CA 95827

068-0160-120
OCCUPANT
9727 BUSINESS PARK DR # G
SACRAMENTO CA 95827

068-0160-120
OCCUPANT
9727 BUSINESS PARK DR # H
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # A
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # B
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # C
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # D
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # E
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # F
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # G
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # H
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # I
SACRAMENTO CA 95827

068-0160-122
OCCUPANT
9767 BUSINESS PARK DR # J
SACRAMENTO CA 95827

068-0160-121
TERRA AQUA BLDRS INCORPORATED
9745 BUSINESS PARK DR
SACRAMENTO CA 95827

068-0160-121
OCCUPANT
9745 BUSINESS PARK DR # A
SACRAMENTO CA 95827

068-0160-121
OCCUPANT
9745 BUSINESS PARK DR # B
SACRAMENTO CA 95827

068-0160-121
OCCUPANT
9745 BUSINESS PARK DR # C
SACRAMENTO CA 95827

ATTACHMENT 4

068-0160-121
OCCUPANT
9745 BUSINESS PARK DR # D
SACRAMENTO CA 95827

068-0160-121
OCCUPANT
9745 BUSINESS PARK DR # E
SACRAMENTO CA 95827

068-0160-121
OCCUPANT
9745 BUSINESS PARK DR # F
SACRAMENTO CA 95827

068-0160-121
OCCUPANT
9745 BUSINESS PARK DR # G
SACRAMENTO CA 95827

068-0160-121
OCCUPANT
9745 BUSINESS PARK DR # H
SACRAMENTO CA 95827

068-0160-121
OCCUPANT
9745 BUSINESS PARK DR # I
SACRAMENTO CA 95827

SACRAMENTO SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

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

PG&E
2730 GATEWAY OAKS DRIVE
SACRAMENTO CA 95833

PG&E
343 SACRAMENTO STREET
AUBURN CA 95603

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B404
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE
10545 ARMSTRONG AVE STE 310
MATHER CA 95655

SACRAMENTO CITY UNIFIED SCHOOL
DISTRICT
5735 47TH AVE (SCHOOL MAILBOX 806)
SACRAMENTO CA 95824

CAL AMERICAN WATER
4701 BELOIT DRIVE
SACRAMENTO CA 95838

MEMORANDUM

DATE: August 6, 2018

TO: Honorable Mayor and Council Members

FROM: Nicholas Sosa, Assistant Planner



SUBJECT: LENNAR NORTH DOUGLAS VILLAGE 8 MAJOR DESIGN REVIEW AND ADJUSTMENT; PROJECT NO. DD9760 – LOCATED AT THE SOUTHERN POINT OF NORTH DOUGLAS AT AMERICANOS BOULEVARD AND DOUGLAS ROAD

PROPERTY OWNER: MS Rialto North Douglas CA, LLC c/o Lennar Larry Gualco 1420 Rocky Ridge Drive Roseville, CA 95661	APPLICANT/DEVELOPER: Lennar Homes of California Pierre Martinez 1420 Rocky Ridge Drive Roseville, CA 95661
PROJECT: Applicant is requesting a Major Design Review for North Douglas Village 8 zoned residential (RD-10) and includes 62 homes. The Design Review is for three floor plans ranging from 1,454 to 2,018 square feet each with three proposed architectural styles: Spanish, Craftsman, and Farmhouse. The Applicant is also requesting an adjustment to allow for a 2-foot reduction in the rear yard setback for lot 39 due to the bulb out of the cul-de-sac. This adjustment would only be applicable to lot 39. FILE: DD9760 LOCATION: Located at the Southern Point of North Douglas at Americanos Boulevard and Douglas Road ZONING: Residential (RD-10) GP ZONING: Medium Density Residential (MDR) APN: 072-2960-001 through 072-2960-062 PLANNER: Nicholas Sosa, Assistant Planner	

RECOMMENDATION:

That Council:

- 1) Determine the project Exempt per Section 15182, of the CEQA Guidelines
- 2) Adopt Resolution

RESULT OF RECOMMENDED ACTION

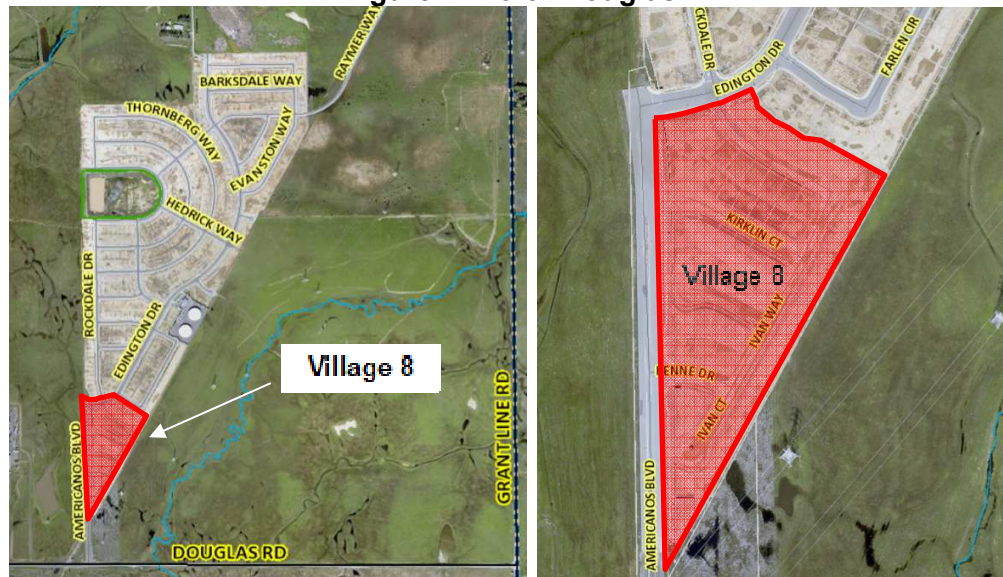
Adoption Resolution would approve the design for three floor plans ranging from 1,454 square feet to 2,018 square feet, each with three elevations to be located at North Douglas Village 8. Approval would allow the applicant to pursue necessary building permits for new construction.

BACKGROUND

North Douglas Village 8 is located within the Sunridge Specific Plan which was approved in July 2002 by Sacramento County. The Specific Plan area includes residential, commercial, office and open space throughout. Other villages of North Douglas were previously approved in early

2015 with Lennar constructing Villages 1, 3, 5, 6 and 7 and Woodside homes constructing Villages 2 and 4. The proposed project is for Village 8, the final residential piece of the North Douglas subdivision.

Figure 1: North Douglas



North Douglas Village 8 will contain 62 single family homes at its completion. The area is zoned RD-10 and lots will generally be 45 feet in width by 70 feet deep (3,150 square feet). Village 8 will provide three floor plans, all of which are two-story homes, ranging from 1,454 square feet to 2,018 square feet. Each floor plan includes three architectural styles with three color schemes, creating a larger variation in the streetscape.

	# Lot	# Floor Plans	Home Sqft range	# Architectural Styles	# Color Schemes
North Douglas Village 8	62	3	1,454 sqft to 2,018 sqft	3 elevations for each plan	3 schemes for each style

The Applicant is also requesting an adjustment to reduce the rear yard setback for Lot 39 from 15 feet, as required by the Sunridge Specific Plan, to 13 feet due to the bulb out of a cul-de-sac which does not allow any of the three floor plans to fit comfortably on the lot. This will be explained further in the adjustment analysis.

Site Design

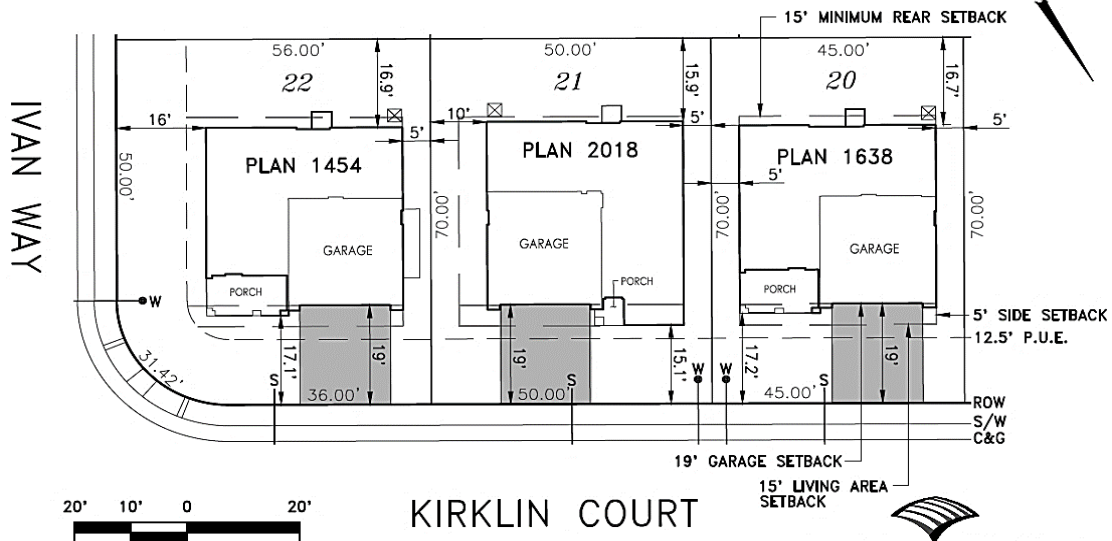
All plans are required to meet the minimum setbacks as dictated by the Sunridge Specific Plan as well as required easements and/or setbacks provided by public utilities. A setback exhibit was submitted with the design package (**Exhibit A**) showing typical home locations. The typical setbacks are as follows:

Table 1: Setback Minimums

Setbacks	Distance Minimums
Rear Yard	15 Feet
Interior Side Yard	5 Feet from PL
Garage	19 Ft. from ROW
Living Space	15 Feet from ROW
Public Utility Easement (PUE)	12.5 Feet from ROW
Corner Side Yard	12.5 Feet from ROW

*PL = Property Line

*ROW = Right of Way

Figure 2: Typical Setback Exhibit

DESIGN REVIEW:

Architectural Design

The proposed project includes three floor plans with three architectural styles (Spanish, Craftsman, and Farmhouse), each with three color schemes (**See Project Plans Attachment 2**). Color schemes include colors for body, fascia, trim/garage, and accent colors as well as picture samples of stone and roof materials. All floorplans are two story and include the living space forward of the garage. Proposed designs are shown below for each floor plan (**Figures 3-5**).

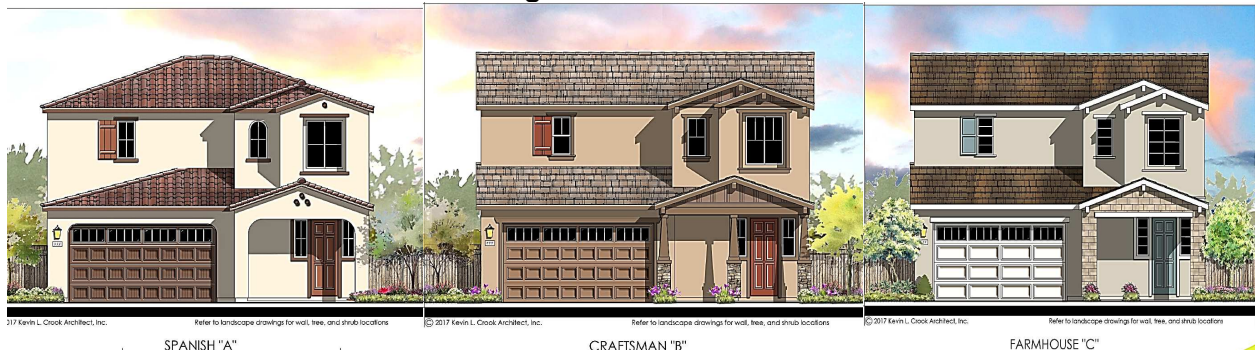
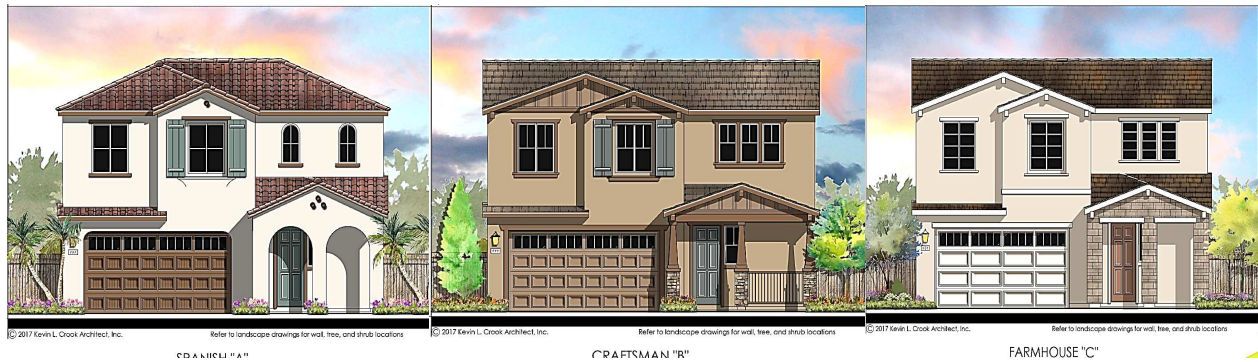
Figure 3: Plan 1454

Figure 4: Plan 1638**Figure 5: Plan 2018**

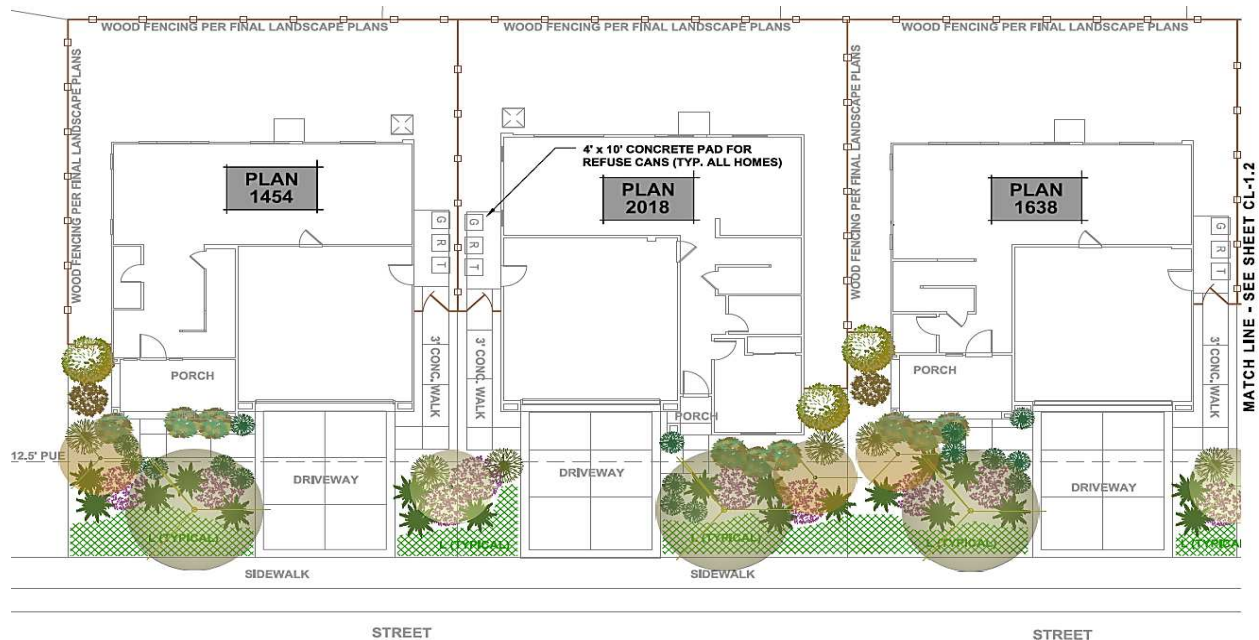
The Spanish Style for the three floor plans incorporates arched windows and arched entries for both the front door and the garage, consistent with Spanish character. All floor plans will also have tiled roofs and decorative clay piping on their facades. The Craftsman elevation contains a variation of stone veneer and side paneling throughout each floor plan. Shutters and corbels are also incorporated as part of the Craftsman design. The Final elevation for the three floor plans is the Farmhouse elevation. The Farmhouse contains a more modern look with additional stone veneer along the front façade and awnings for the largest of the three floor plans.

Upgraded versions that include additional shutters and siding will be utilized for each floor plan that is to be located on a corner or that is visible from the public right of way. All floor plans include a two-car garage for off-street parking with garage door windows as a standard feature for all homes.

Landscape Design

The submitted typical landscape plan depicts a variation of trees, shrubs and ground cover along the front streetscape as well as along side yards. The landscape will contain a layer of brown bark with ground cover spreading plants used as an alternative to grass. This will be in conjunction with trees and other accent shrubs throughout the yard. Also, the project has been conditioned to install weed barrier prior to installation of bark groundcover in order to minimize future issues with weeds and unwanted growth on the property.

Figure 6: Typical Landscape Plans



As shown in **Figure 6**, each home will have a 4' x 10' concrete pad behind the side gate for storage of all trash receptacles (Green, Recycle, and Trash). Although gates are shown in **Figure 6** swinging in towards the backyard, the project has been conditioned to have the gates swing out towards the street in order to maximize the utilization of the 4' x 10' concrete space. A 3-foot wide concrete path will also be provided from the driveway to the garage man-door as well as a path from the driveway to the front door for all floor plans.

GENERAL PLAN CONSISTENCY:

The proposed site is zoned Medium Density Residential (MDR) within the Rancho Cordova General Plan. The MDR zone is generally characterized by small lot single-family detached, single family attached and small apartment complexes. The proposed project site is zoned RD-10, consistent with the MDR General Plan Zoning designation, with lots, on average, less than 5,000 square feet.

DESIGN REVIEW FINDINGS & EVIDENCE

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

- a) **Finding:** The proposed project is consistent with the objectives of the General Plan, complies with applicable zoning regulations, Specific Plan provisions, and special

planning area provisions, and is consistent with the applicable Rancho Cordova Design Guidelines.

Evidence: The General Plan designation for the subdivision is Medium Density Residential (MDR). The MDR zone is generally characterized by small lot single-family detached, single-family attached and small apartment complexes. The proposed single family project site is zoned RD-10 with lots, on average, less than 5,000 square feet consistent with the General Plan requirements. The project is consistent with the Sunridge Specific Plan. The project follows all zoning regulations as well as the applicable Rancho Cordova Design Guidelines including setbacks, height regulations, and architectural detail requirements. However, the project is requesting an adjustment for Lot 39 that is unable to meet the minimum rear setbacks due to irregular lot shape.

- b) **Finding:** The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: Lennar Homes of California has presented a design package which includes three different floor plans with three elevations per plan (Spanish, Craftsman, and Farmhouse) for a total of nine architectural configurations. Variations in colors and materials along with living spaces forward of the garage will create a vibrant and welcoming streetscape that will complement the other new construction taking place in North Douglas. Conditions of Approval (**Attachment 3**) have been developed to alternate between sizes and architectural styles throughout the neighborhood to emphasize street variation.

- c) **Finding:** The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The proposed architecture and landscaping are complementary to other approved villages within North Douglas. Village 8 provides floor plans ranging from 1,454 square feet to 2,018 square feet in size, similar to home sizes in other RD-10 zoning designations. A clear design concept is shown for each elevation (Spanish, Craftsman, and Farmhouse Style) and each design provides consistent characteristics of each stated style. All elevations and architectural style palettes are included in the Design Review Package (**Attachment 2**).

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

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

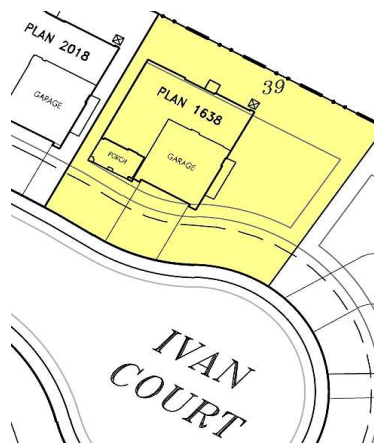
ADJUSTMENT

In addition to the Major Design Review for the single family homes, Lennar Homes is also requesting an approximate 13% adjustment for Lot 39 within North Douglas Village 8. Chapter 23.131.20 of the Rancho Cordova Municipal Code allows for up to a 40% reduction in setbacks

to accommodate unique site conditions so long as evidence allows for the required findings to be met.

Per the Applicant's Pre-Plot Plan Exhibit (**See Attachment 2**), Lot 39 only provides a rear yard setback of 14 feet, just shy of the required 15 feet (**See Figure 7**). Given that the lot is at the entrance of the court and the bulb out of the court cuts into the property, the home was pushed back in order to accommodate front yard setbacks. In doing so, the home is not able to meet the required 15-foot rear setback. Staff recommended the smallest floor plan be placed on the lot, however, both floor plans (1,454 and 1,638) have the same depth so changing floor plans was not effective and floor plan 2,018 is larger in size. Therefore, the Applicant is requesting a 2-foot reduction in the rear yard setback to meet front setbacks and also to maintain an offset between neighboring homes. The homeowner will still be provided a large side area for outdoor activities.

Figure 7: Pre-Plot Lot 39



ADJUSTMENT FINDINGS & EVIDENCE

Approval of the Adjustment is subject to the Pre-Plot Plan within the Design Review Package (**Attachment 2**) and the Conditions of Approval (**Attachment 3**) included in the project. For approval, sufficient evidence for the Findings is required by Zoning Code Section 23.131.070 Findings and supportive evidence are shown below:

- a) **Finding:** That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.

Evidence: North Douglas Village 8 contains 62 single family homes and is 1 of 8 villages within the North Douglas Subdivision. Overall, the subdivision (both existing and proposed) provides over 600 homes and the area is integrated thoroughly within its boundaries and therefore is of sufficient size and is designed so as to provide a desirable environment within its own boundaries

- b) **Finding:** That the proposed development is compatible with existing and proposed land uses in the surrounding area.

Evidence: The project is zoned RD-10 and is proposing single-family homes, which is consistent with the existing single family homes under construction within the same subdivision. There will be no other proposed uses in the surrounding area as North Douglas Village 8 is the final piece for the North Douglas Subdivision.

- c) **Finding:** That any exceptions to, or deviations from, the density requirements or design standards result in the creation of project amenities that would not be available through strict adherence to code provisions (e.g. additional open space, protection of natural resources, improved pedestrian connectivity, public plazas).

Evidence: Applicant is requesting a reduction in the rear yard setback for Lot 39 due to unique site conditions in which the bulb out of the court (Ivan Court) reduces the depth of the lot. In order to meet the front setbacks, the proposed home must be pushed back and encroach into the rear yard setback by approximately 2 feet. All floor plans would have the same result regardless of which was placed on the property. Although the rear yard is reduced, the property has an exceptionally larger side yard.

- d) **Finding:** Granting the adjustment will not adversely affect the interests of the public or the interests of residents and property owners in the vicinity of the premises in question.

Evidence: The adjustment will be in the rear of the lot and will not affect any neighboring properties. The lot backs up to a sound wall along a Limited Commercial (LC) zoning designation and therefore will not have any rear neighboring residents. Lot 39 will contain a larger side area and therefore the property will not lose any privileges nor will it obtain any new privileges from the adjustment.

- e) **Finding:** The adjustment is consistent with the General Plan or any applicable Specific Plan or development agreement.

Evidence: The Adjustment is requesting a minor reduction in the rear yard setback. The site will still be utilized for single family housing as shown in the General Plan. The adjustment will change the setback as required by the Sunridge Specific Plan, however, the property will still be consistent with all other aspects of the Specific Plan.

- f) **Finding:** The adjustment is the minimum required to achieve the desired result.

Evidence: The applicant is requesting a 13% reduction which will reduce the setback from 15 feet to 13 feet only for lot 39. A 13% reduction is the minimum necessary to allow for the home to meet front yard setbacks and also to maintain an offset between the neighboring homes.

ENVIRONMENTAL

The proposed project has been analyzed as part of the Sunridge Specific Plan Environmental Impact Report (EIR) and the Mitigated Negative Declaration (MND) for the North Douglas Subdivision in compliance with the California Environmental Quality Act (CEQA). Since the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, the project is then exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan.

RECOMMENDED MOTION

Staff recommends that the City Council find the project categorically exempt from further CEQA review and adopt the Resolution approving the Major Design Review and Adjustment for North Douglas Village 8 subject to the findings and Conditions of Approval (**Attachment 2 and 3**).

ATTACHMENTS

1. Resolution
2. Exhibit A to the Resolution – Project Plans
3. Exhibit B to the Resolution – Conditions of Approval
4. 500' Radius Map with Mailing Labels
5. Power Point

ATTACHMENT 1**CITY OF RANCHO CORDOVA****CITY COUNCIL RESOLUTION NO. XX-XXXX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, APPROVING A DESIGN REVIEW AND ADJUSTMENT FOR NORTH DOUGLAS VILLAGE 8 PROJECT NO. DD9760**

WHEREAS, Lennar Homes (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for Design Review approval of Village 8 located in the North Douglas subdivision with 3 new floor plans each with three architectural styles; and

WHEREAS, the submitted application also includes an Adjustment for a rear yard setback reduction of 2 feet for Lot 39 due to unique property characteristics within Village 8; and

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

WHEREAS, the project site was previously analyzed as a part of the Sunridge Specific Plan Environmental Impact Report (EIR) and further analyzed within the Mitigated Negative Declaration for the Tentative Subdivision Maps for the North Douglas subdivision adopted by the City of Rancho Cordova, thereby satisfying the requirements for the California Environmental Quality Act; and

WHEREAS, the proposed residential project is in conformity with what was reviewed as part of the Specific Plan EIR, and therefore is exempt under CEQA exemption 15182, Residential Projects Pursuant to a Specific Plan; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. Determine the CEQA exemption 15182 is an adequate exemption according to the Guidelines of the California Environmental Quality Act.

- a) **Finding:** The project site has been analyzed and is exempt per California Environmental Quality Act exemption 15182 Residential Projects Pursuant to a Specific Plan.

Evidence: The proposed residential project has been analyzed as part of the Sunridge Specific Plan Environmental Impact Report and the Mitigated Negative Declaration for the North Douglas Subdivision. Since the proposed project is in conformity with what was reviewed as part of the Specific Plan EIR, the project is then exempt under CEQA Exemption 15182, Residential Projects Pursuant to a Specific Plan.

2. Approve the Design Review, subject to the Major Design Review Package (**Attachment 2**) and the Conditions of Approval (**Attachment 3**) as modified; supported by the following Findings and Evidence, as required by Zoning Code Section 23.141.070:

ATTACHMENT 1

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

Evidence: The General Plan designation for the subdivision is Medium Density Residential (MDR). The MDR zone is generally characterized by small lot single-family detached, single-family attached and small apartment complexes. The proposed single family project site is zoned RD-10 with lots, on average, less than 5,000 square feet consistent with the General Plan requirements. The project is consistent with the Sunridge Specific Plan. The project follows all zoning regulations as well as the applicable Rancho Cordova Design Guidelines including setbacks, height regulations, and architectural detail requirements. However, the project is requesting an adjustment for Lot 39 that is unable to meet the minimum rear setbacks due to irregular lot shape.

- b) **Finding:** The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and community.

Evidence: Lennar Homes of California has presented a design package which includes three different floor plans with three elevations per plan (Spanish, Craftsman, and Farmhouse) for a total of nine architectural configurations. Variations in colors and materials along with living spaces forward of the garage will create a vibrant and welcoming streetscape that will complement the other new construction taking place in North Douglas. Conditions of Approval (**Attachment 3**) have been developed to alternate between sizes and architectural styles throughout the neighborhood to emphasize street variation.

- c) **Finding:** The architecture, including the character, scale, and quality of the design, relationship with the site and other buildings, building materials, screening of exterior appurtenances, exterior lighting and signing, and similar elements establishes a clear design concept and is compatible with the character of existing or anticipated buildings on adjoining and nearby properties.

Evidence: The proposed architecture and landscaping are complementary to other approved villages within North Douglas. Village 8 provides floor plans ranging from 1,454 square feet to 2,018 square feet in size, similar to home sizes in other RD-10 zoning designations. A clear design concept is shown for each elevation (Spanish, Craftsman, and Farmhouse Style) and each design provides consistent characteristics of each stated style. All elevations and architectural style palettes are included in the Design Review Package (**Attachment 2**).

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

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

ATTACHMENT 1

3. Approval of the Adjustment is subject to the Pre-Plot Plan within the Design Review Package (**Attachment 2**) and the Conditions of Approval (**Attachment 3**) included in the project. For approval, sufficient evidence for the Findings is required by Zoning Code Section 23.131.070 Findings and supportive evidence are shown below:

- a) **Finding:** That the proposed development is of sufficient size and is designed so as to provide a desirable environment within its own boundaries.

Evidence: North Douglas Village 8 contains 62 single family homes and is 1 of 8 villages within the North Douglas Subdivision. Overall, the subdivision (both existing and proposed) provide over 600 homes and the area is integrated thoroughly within its boundaries.

- b) **Finding:** That the proposed development is compatible with existing and proposed land uses in the surrounding area.

Evidence: The project is zoned RD-10 and is proposing single family homes which is consistent with the existing single family homes under construction within the same subdivision. There will be no other proposed uses in the surrounding area as North Douglas Village 8 is the final piece for the North Douglas Subdivision.

- c) **Finding:** That any exceptions to, or deviations from, the density requirements or design standards result in the creation of project amenities that would not be available through strict adherence to code provisions (e.g. additional open space, protection of natural resources, improved pedestrian connectivity, public plazas).

Evidence: Applicant is requesting a reduction in the rear yard setback for Lot 39 due to unique site conditions in which the bulb out of the court (Ivan Court) reduces the depth of the lot. In order to meet the front setbacks, the proposed home must be pushed back and encroach into the rear yard setback by approximately 2 feet. All floor plans would have the same result regardless of which was placed on the property. Although the rear yard is reduced, the property has an exceptionally larger side yard.

- d) **Finding:** Granting the adjustment will not adversely affect the interests of the public or the interests of residents and property owners in the vicinity of the premises in question.

Evidence: The adjustment will be in the rear of the lot and will not affect any neighboring properties. The lot backs up to a sound wall along a Limited Commercial (LC) zoning designation and therefore will not have any rear neighboring residents. Lot 39 will contain a larger side area and therefore the property will not lose any privileges nor will it obtain any new privileges from the adjustment.

- e) **Finding:** The adjustment is consistent with the General Plan or any applicable Specific Plan or development agreement.

Evidence: The Adjustment is requesting a minor reduction in the rear yard setback. The site will still be utilized for single family housing as shown in the General Plan. The adjustment will change the setback as required by the Sunridge Specific Plan however, the property will still be consistent with all other aspects of the Specific Plan.

- f) **Finding:** The adjustment is the minimum required to achieve the desired result.

ATTACHMENT 1

Evidence: The applicant is requesting a 13% reduction which will reduce the setback from 15 feet to 13 feet only for lot 39. A 13% reduction is the minimum necessary to allow for the home to meet front yard setbacks and also to maintain an offset between the neighboring homes.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 6th day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

RANCHO CORDOVA, CA

NORTH DOUGLAS
VILLAGE 8

RANCHO CORDOVA, CA

NORTH DOUGLAS

VILLAGE 8

C-1	SITE PLAN
C-2	HOUSE PLOTTING EXHIBIT
C-3	PRE PLOTTING AND SETBACK EXCEPTION EXHIBIT
A-1	ARCHITECTURAL STYLES
A-2	PLAN 1454 FLOOR PLANS
A-3	PLAN 1454 COLORED FRONT ELEVATIONS
A-4	PLAN 1454 SPANISH “A” ELEVATIONS
A-5	PLAN 1454 CRAFTSMAN “B” ELEVATIONS
A-6	PLAN 1454 FARMHOUSE “C” ELEVATIONS
A-7	PLAN 1638 FLOOR PLANS
A-8	PLAN 1638 COLORED FRONT ELEVATIONS
A-9	PLAN 1638 SPANISH “A” ELEVATIONS
A-10	PLAN 1638 CRAFTSMAN “B” ELEVATIONS
A-11	PLAN 1638 FARMHOUSE “C” ELEVATIONS
A-12	PLAN 2018 FLOOR PLANS
A-13	PLAN 2018 COLORED FRONT ELEVATIONS
A-14	PLAN 2018 SPANISH “A” ELEVATIONS
A-15	PLAN 2018 CRAFTSMAN “B” ELEVATIONS
A-16	PLAN 2018 FARMHOUSE “C” ELEVATIONS
A-17	WRITTEN COLOR SCHEMES
A-18	SPANISH “A” EXTERIOR COLOR SCHEMES
A-19	CRAFTSMAN “B” EXTERIOR COLOR SCHEMES
A-20	FARMHOUSE “C” EXTERIOR COLOR SCHEMES
CL1.1	TYPICAL PLANTING LAYOUTS
CL1.2	TYPICAL IRRIGATION SCHEMATIC/CORNER LOT PLANTING

LENNAR

DEVELOPER:
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BUSINESS: (916) 746-8508
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LENNAR HOMES
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Inc

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KEVIN L. CROOK ARCHITECT, INC. 1360
REYNOLDS AVE. SUITE 110
IRVINE, CA 92614

EarthLine
DESIGN GROUP

LANDSCAPE:
CONTACT: JIM LUTTRELL
BUSINESS: (916) 420-7864
WWW.EARTHLINEDESIGN.COM

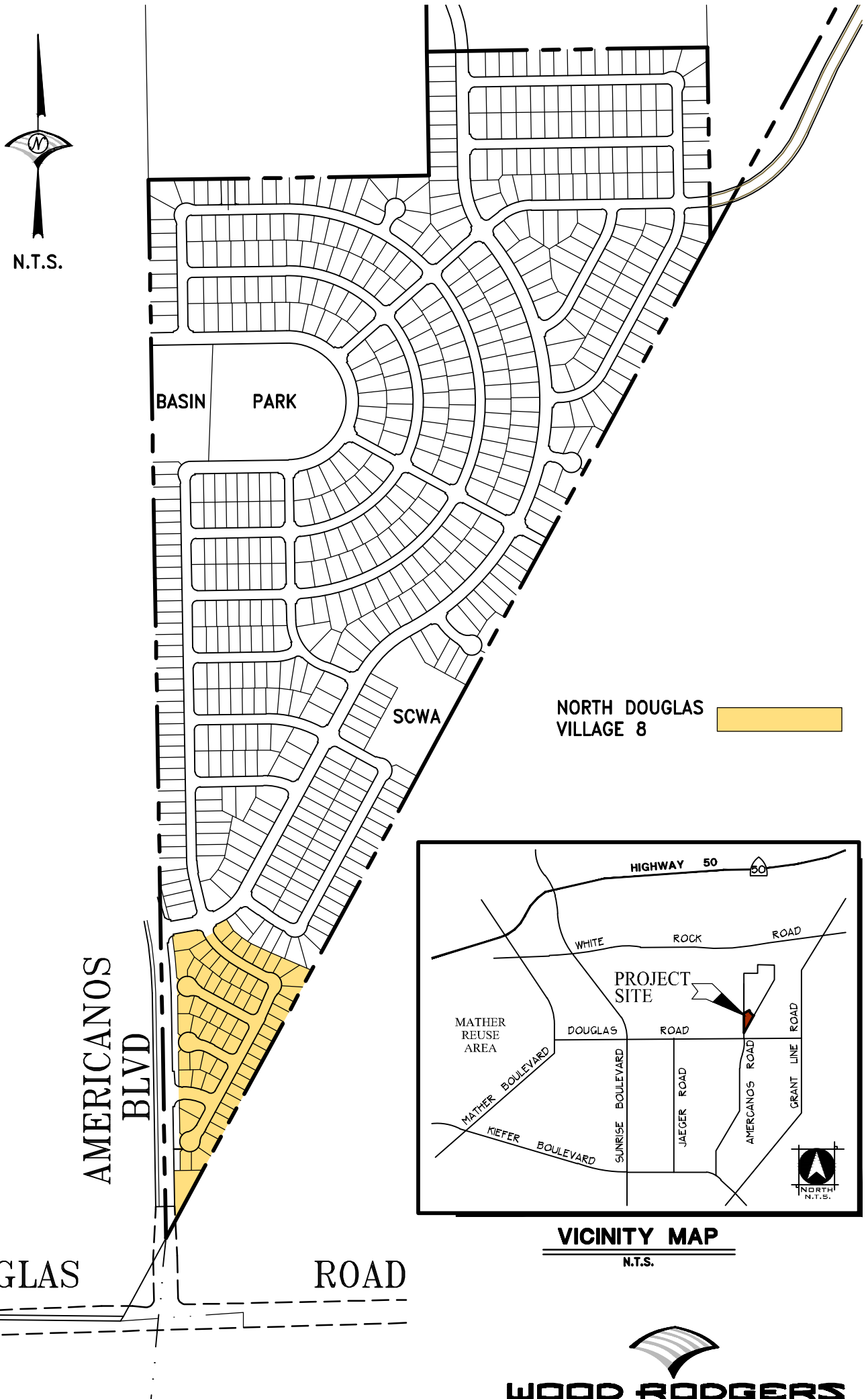
EARTHLINE DESIGN GROUP

NORTH DOUGLAS VILLAGE 8

SITE PLAN

LENNAR HOMES

CITY OF RANCHO CORDOVA
FEBRUARY 2018



NORTH DOUGLAS
VILLAGE 8

VICINITY MAP
N.T.S.

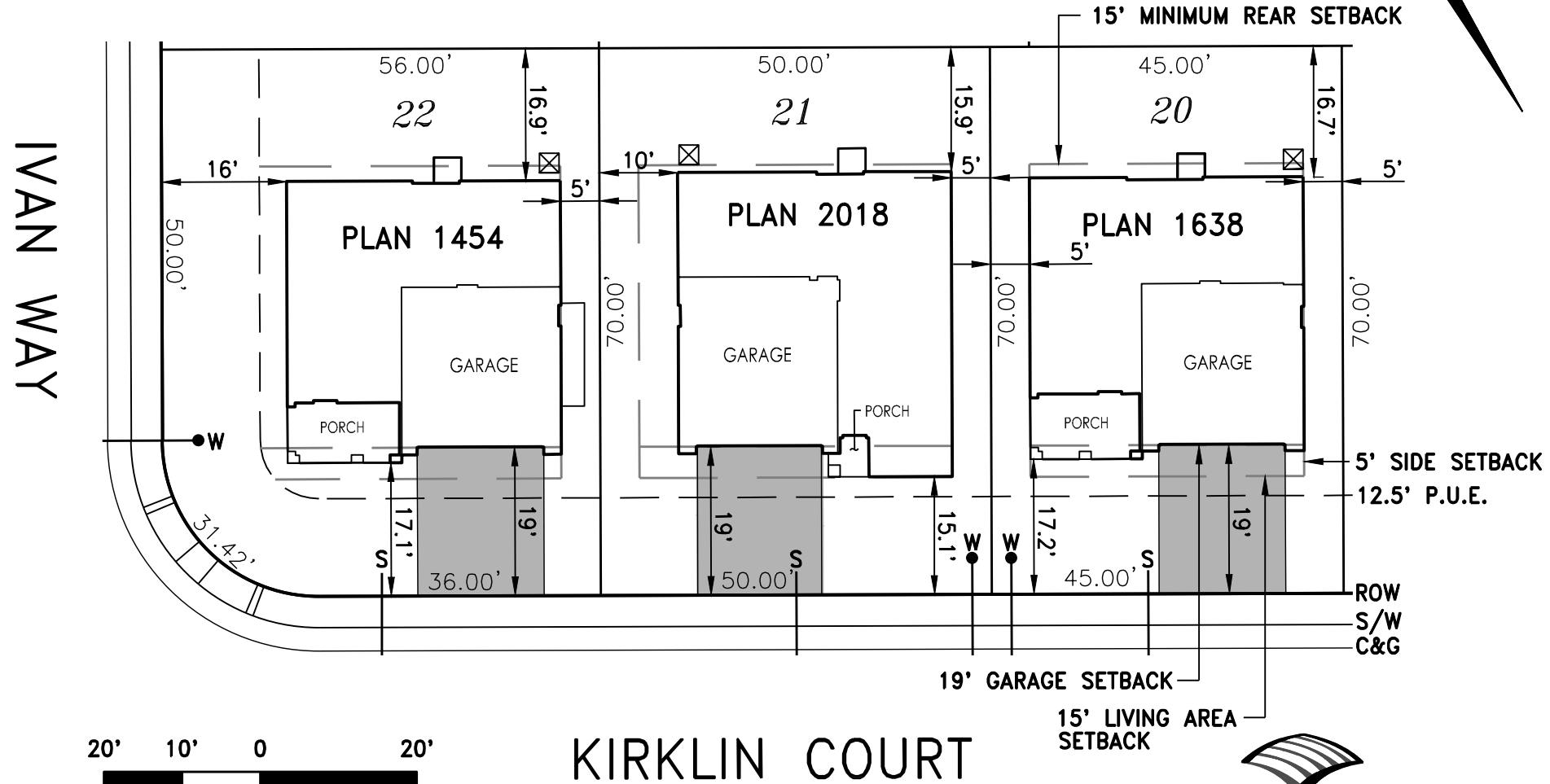
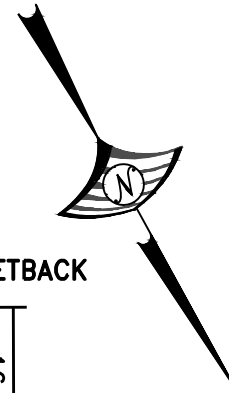
WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 958

AGENDA ITEM 11.1

HOUSE PLOTTING EXHIBIT
NORTH DOUGLAS VILLAGE 8
LENNAR HOMES

RANCHO CORDOVA CALIFORNIA
APRIL 2018

ATTACHMENT 2
Exhibit A to the Resolution



KIRKLIN COURT

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C ST, BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

C-2

s:\1000-s\1252-NorthDouglas\ND-V8-Civil\Plot Plans\EXHIBITS\EXH-LOTS 20-22.dwg 4/26/2018 10:09 AM Jeff Carpenter

PRE PLOTTING AND SETBACK EXCEPTION EXHIBIT

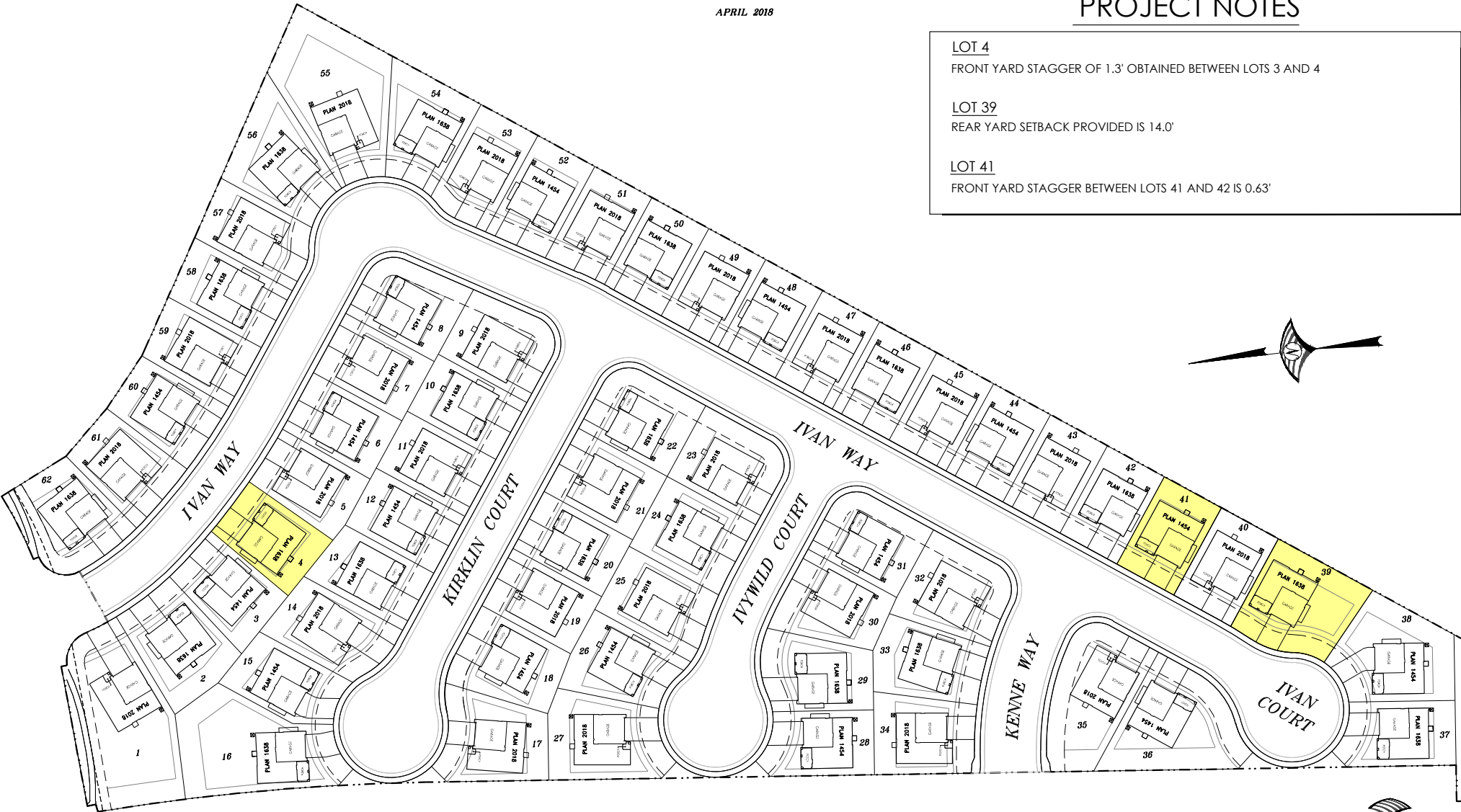
NORTH DOUGLAS VILLAGE 8

LENNAR HOMES
RANCHO CORDOVA CALIFORNIA

APRIL 2018

PROJECT NOTES

- LOT 4
FRONT YARD STAGGER OF 1.3' OBTAINED BETWEEN LOTS 3 AND 4
- LOT 39
REAR YARD SETBACK PROVIDED IS 14.0'
- LOT 41
FRONT YARD STAGGER BETWEEN LOTS 41 AND 42 IS 0.63'



AMERICANOS BLVD

WOOD ROGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 G ST. BLDG. 100-B TEL 916.341.7760
SACRAMENTO, CA 95816 FAX 916.341.7767

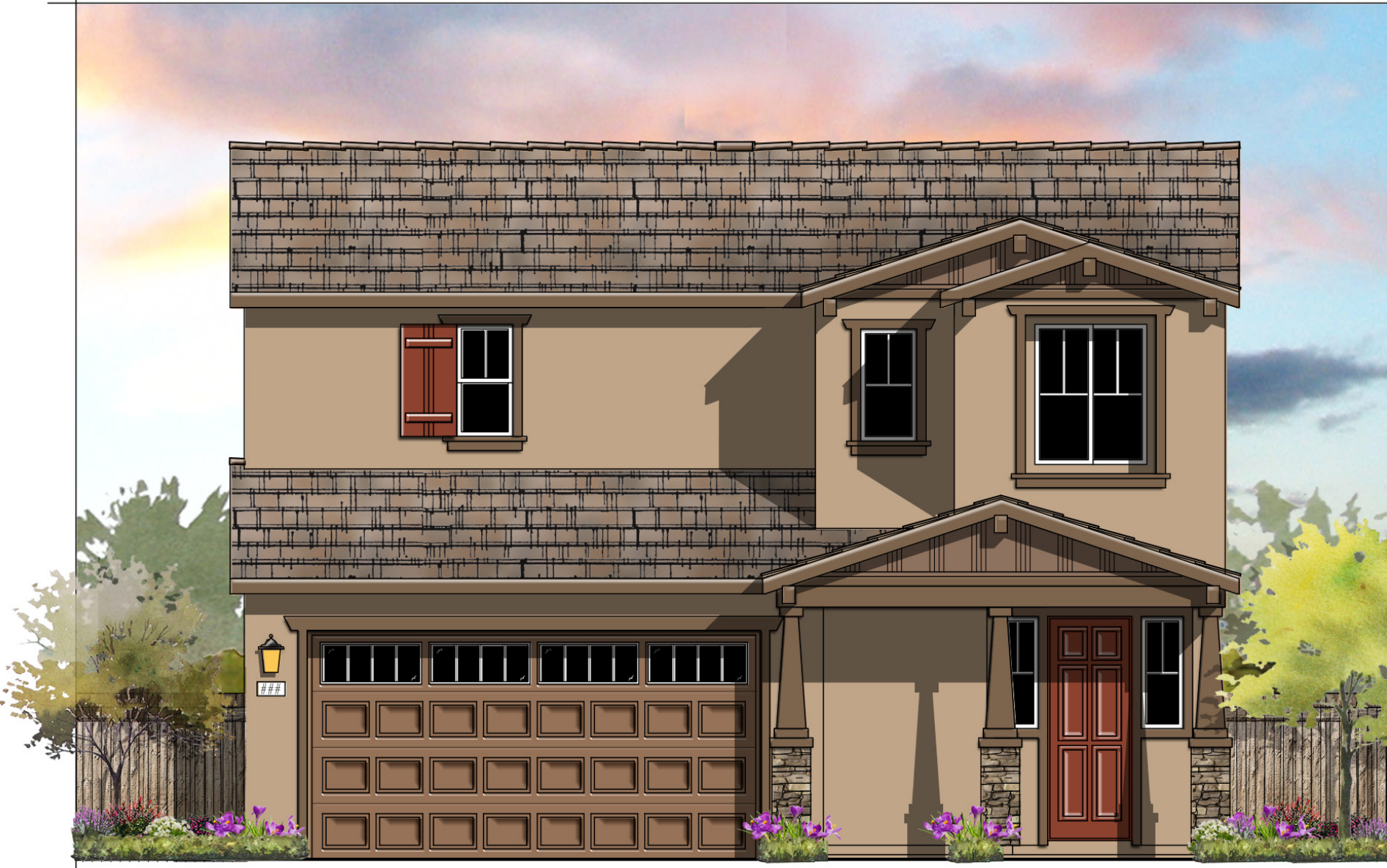


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Refer to landscape drawings for wall, tree, and shrub locations

“A” - SPANISH

Incorporates recessed windows and doors in a stucco wall plane with arched soffits, plank type shutters, with “clay” pipe detailing in the gables and “S” tile roof in a combinations of gable and hip roofs.



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Refer to landscape drawings for wall, tree, and shrub locations

“B” - CRAFTSMAN

Incorporates recessed windows and doors in a stucco wall plane with trimmed head, jams, and sills, craftsman type shutters, and mullions, siding and outlookers at gable ends along with angled columns with stone base.



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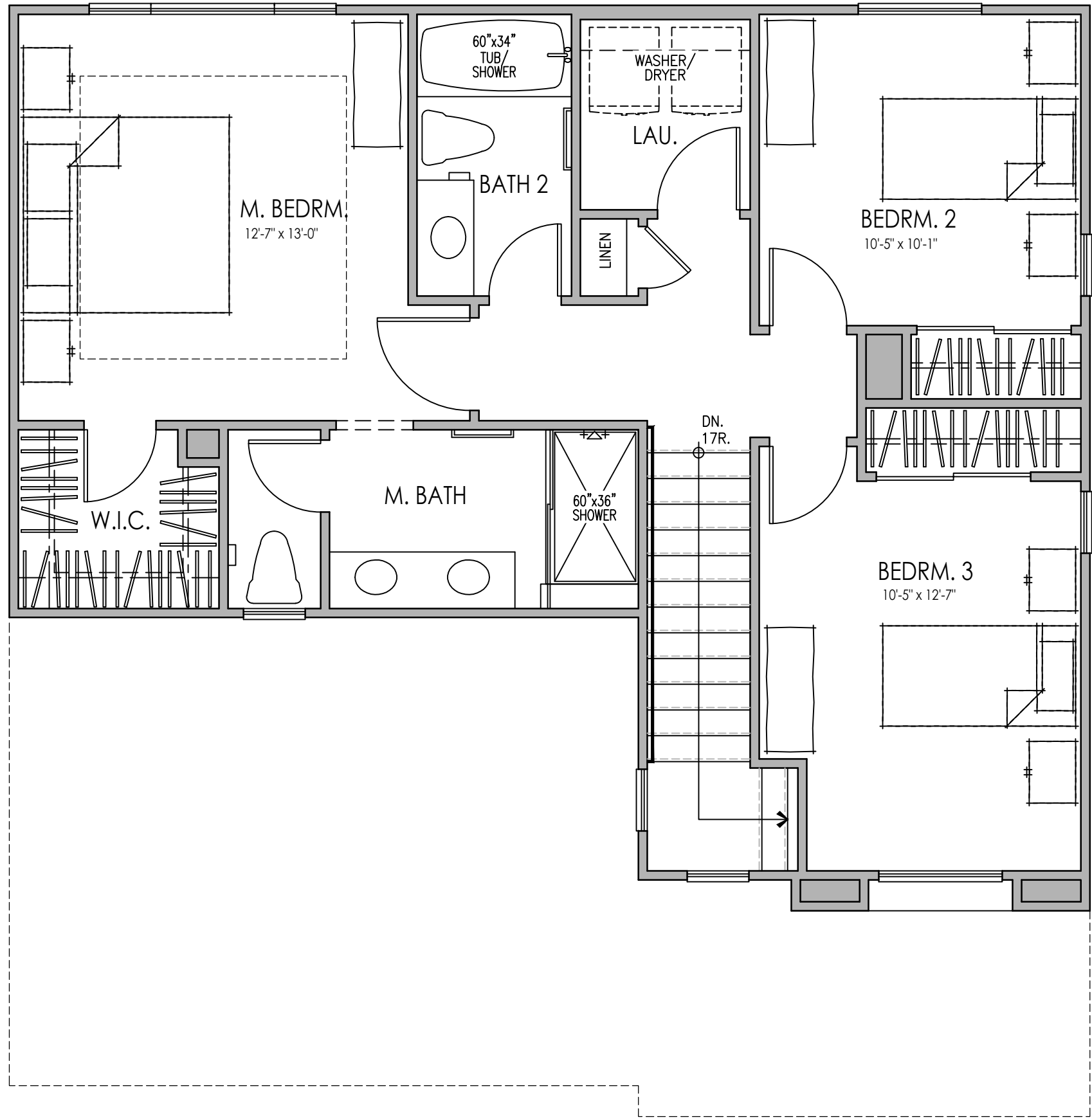
Refer to landscape drawings for wall, tree, and shrub locations

“C” - FARMHOUSE

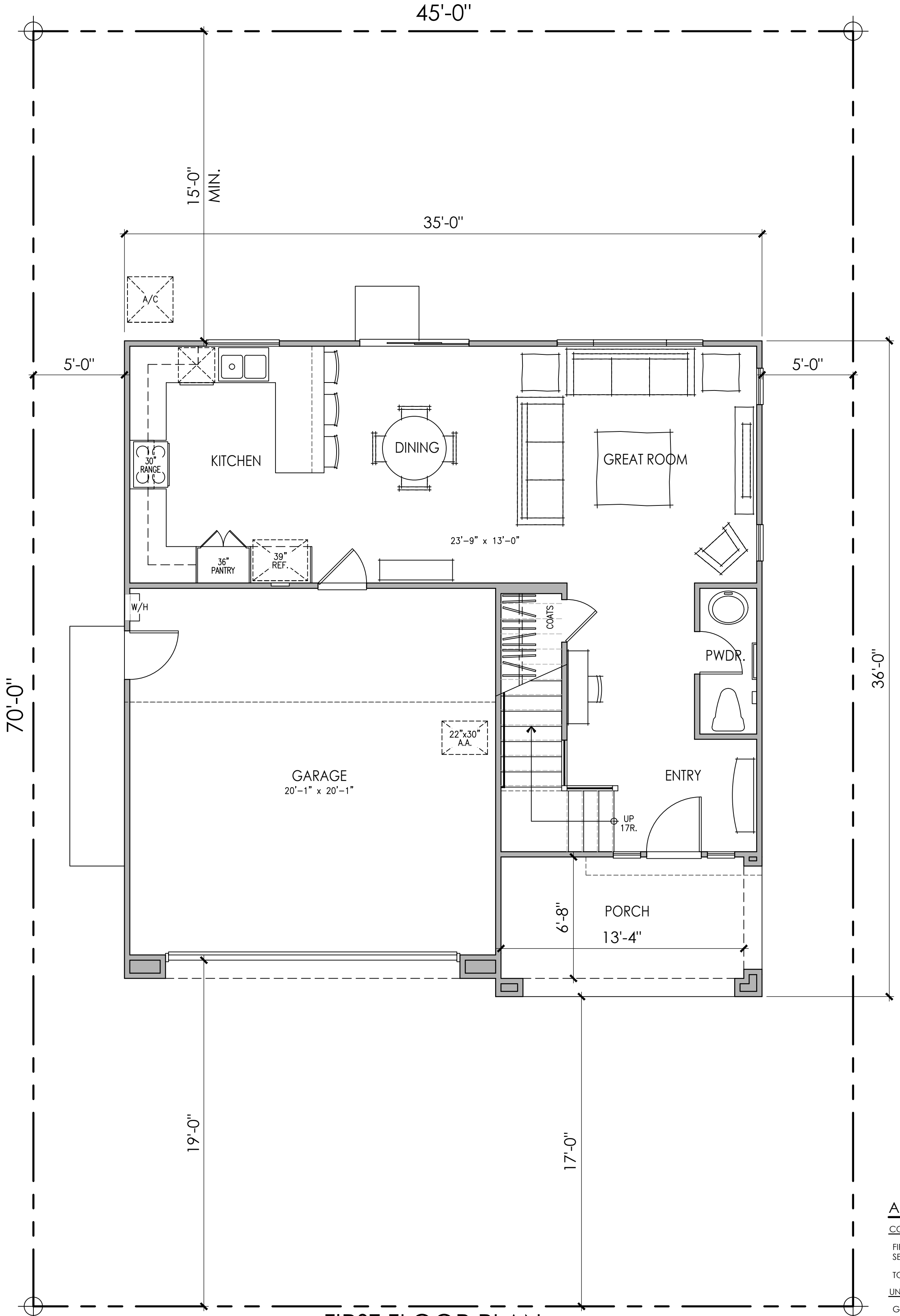
Incorporates recessed windows with horizontal mullions, cut stone columns at porches, out lookers at forward facing gables, thin header and sill trim, slate tile roof along with horizontal banding and shed roofs at select locations.

NORTH DOUGLAS VILLAGE 8 - ARCHITECTURAL STYLES

An offering of two story plans with a variety of massing and roof configurations contribute to the architectural diversity. The plans offer a variety of front massing configurations including porch and livable architecture forward. Three elevation styles have been selected for their diversity in materials, detailing, color palettes and roof designs.



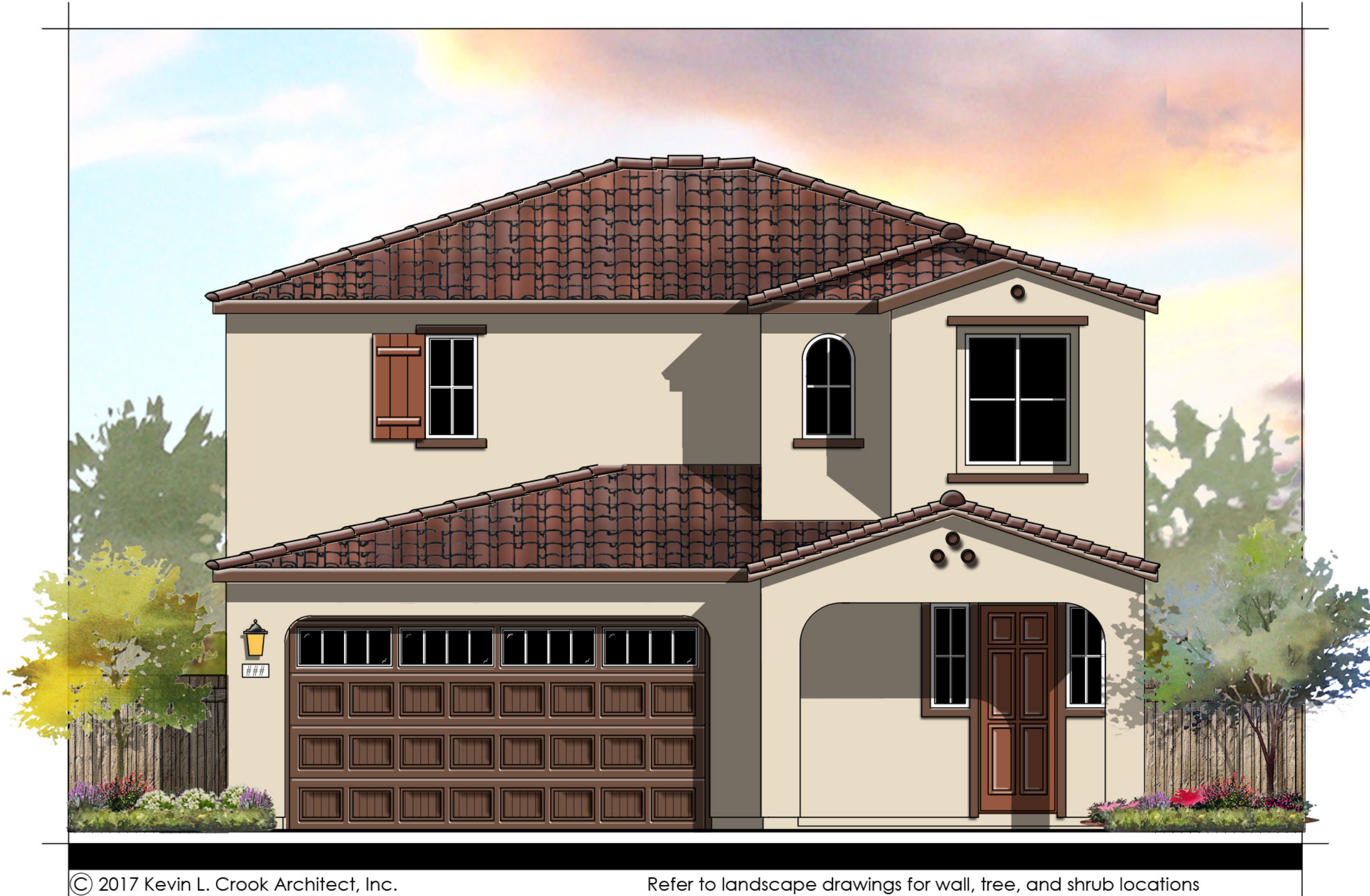
SECOND FLOOR PLAN



FIRST FLOOR PLAN

AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR AREA	691 SQ. FT.
SECOND FLOOR AREA	763 SQ. FT.
TOTAL DWELLING	1454 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	417 SQ. FT.
PORCH	110 SQ. FT.

PLAN 1454
3 BEDROOM, 2.5 BATH



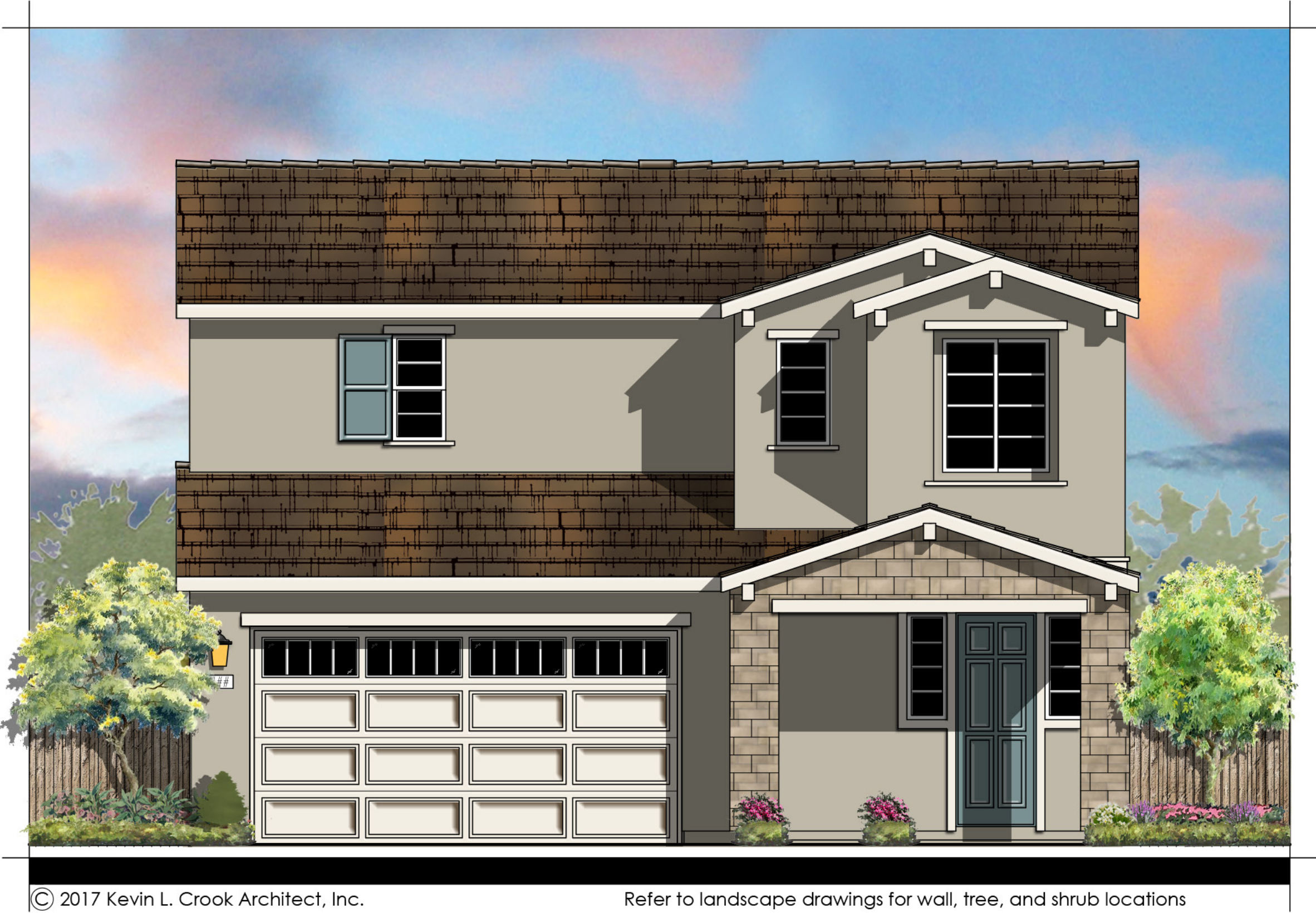
© 2017 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

SPANISH "A"
COLOR SCHEME #1



© 2017 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

CRAFTSMAN "B"
COLOR SCHEME #4

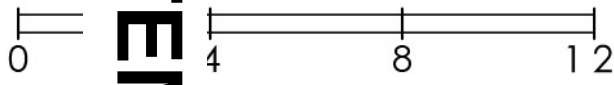


© 2017 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

FARMHOUSE "C"
COLOR SCHEME #7

PLAN 1454
FRONT ELEVATIONS

AGENDA ITEM 11.1

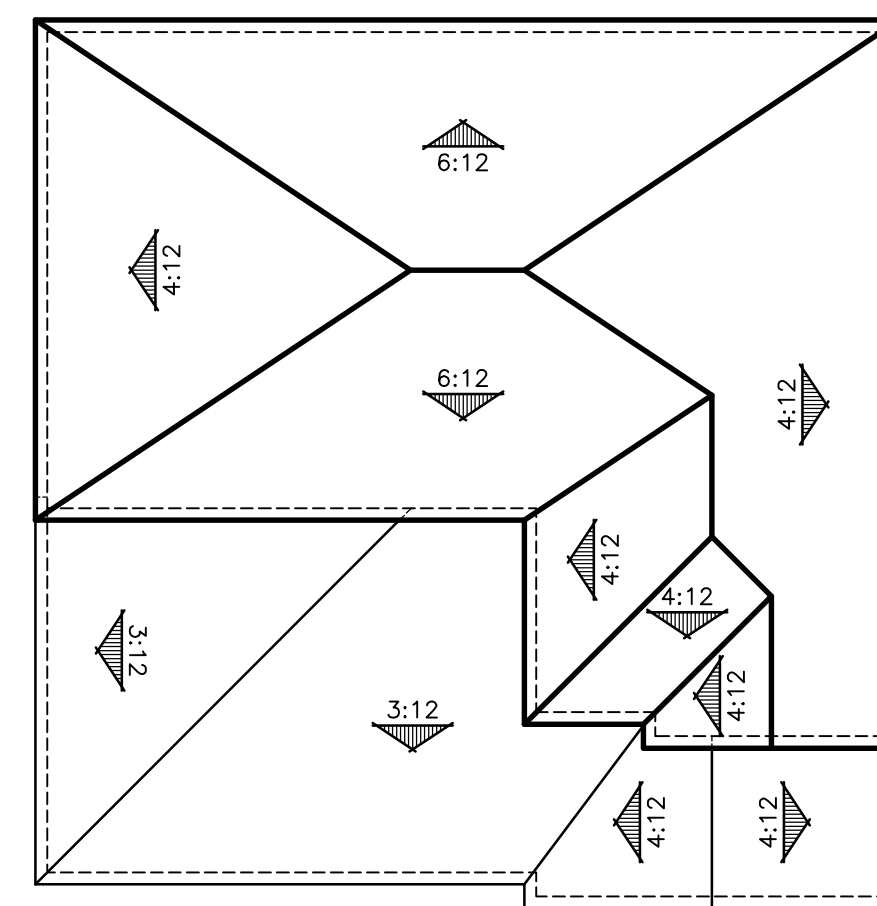




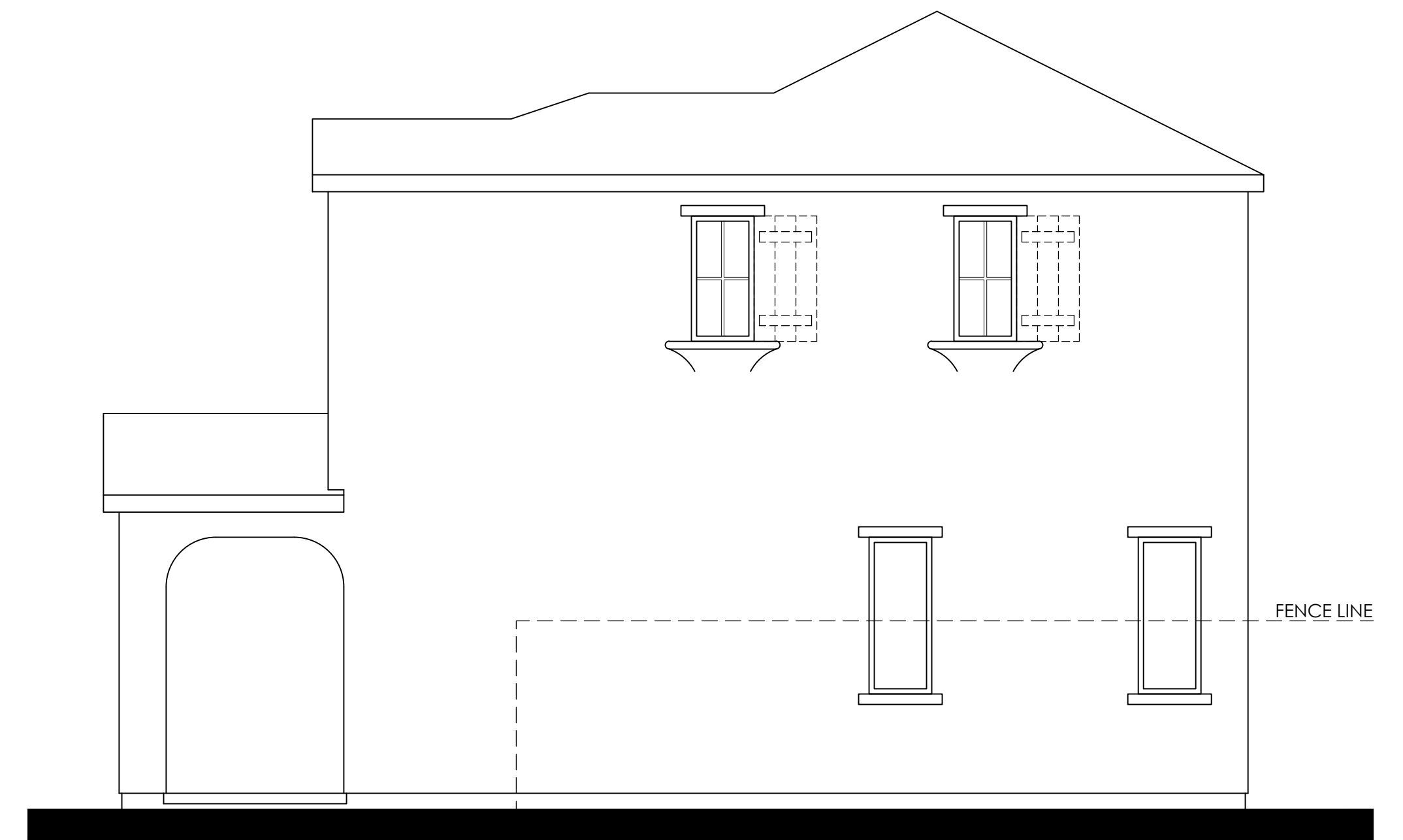
FRONT



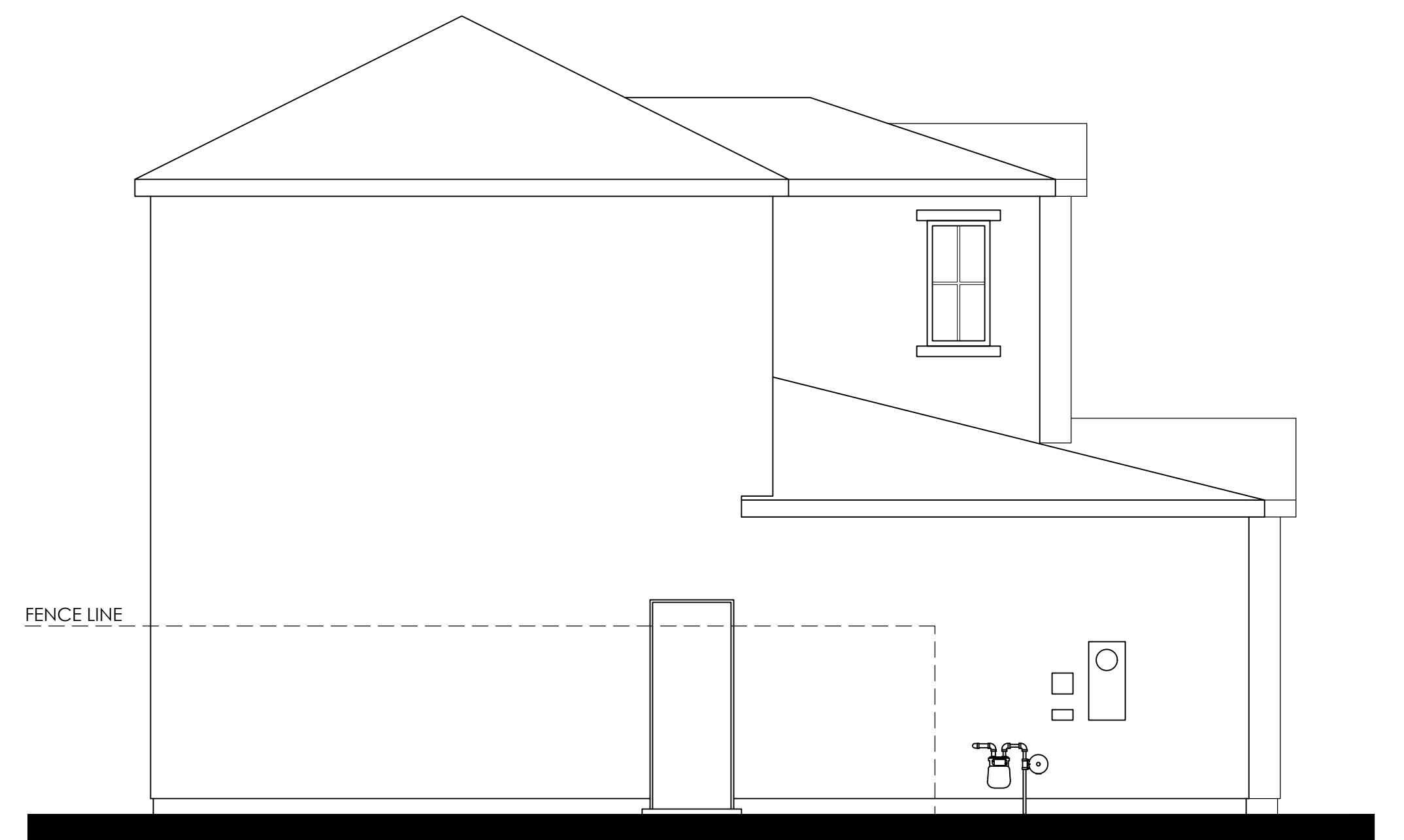
REAR



ROOF PLAN



RIGHT



LEFT

PLAN 1454
SPANISH "A" ELEVATIONS

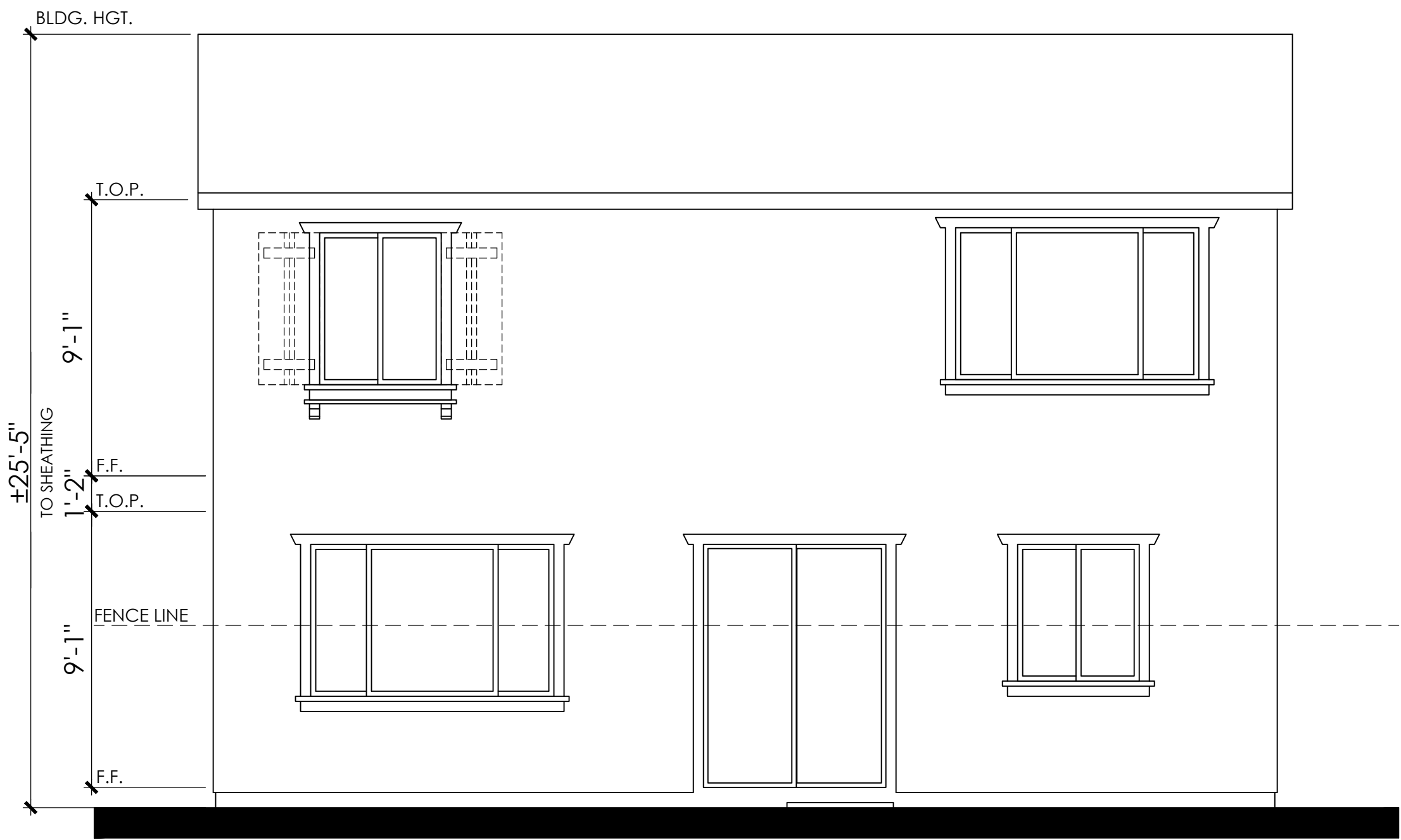


FRONT



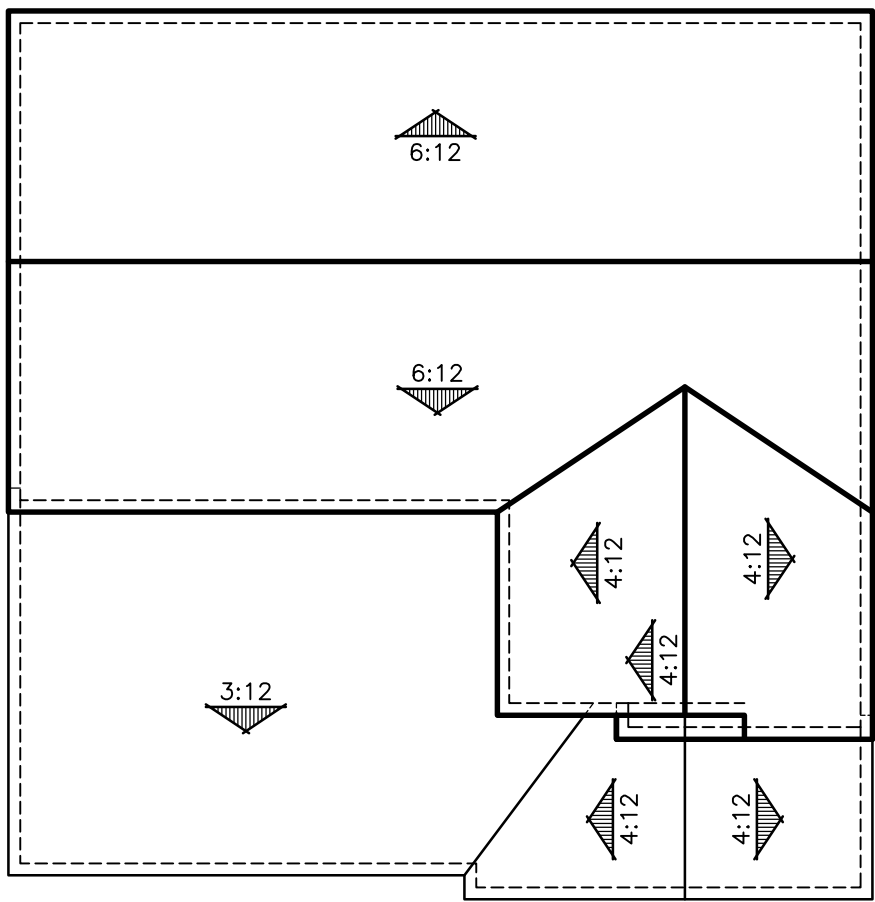
RIGHT

ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS

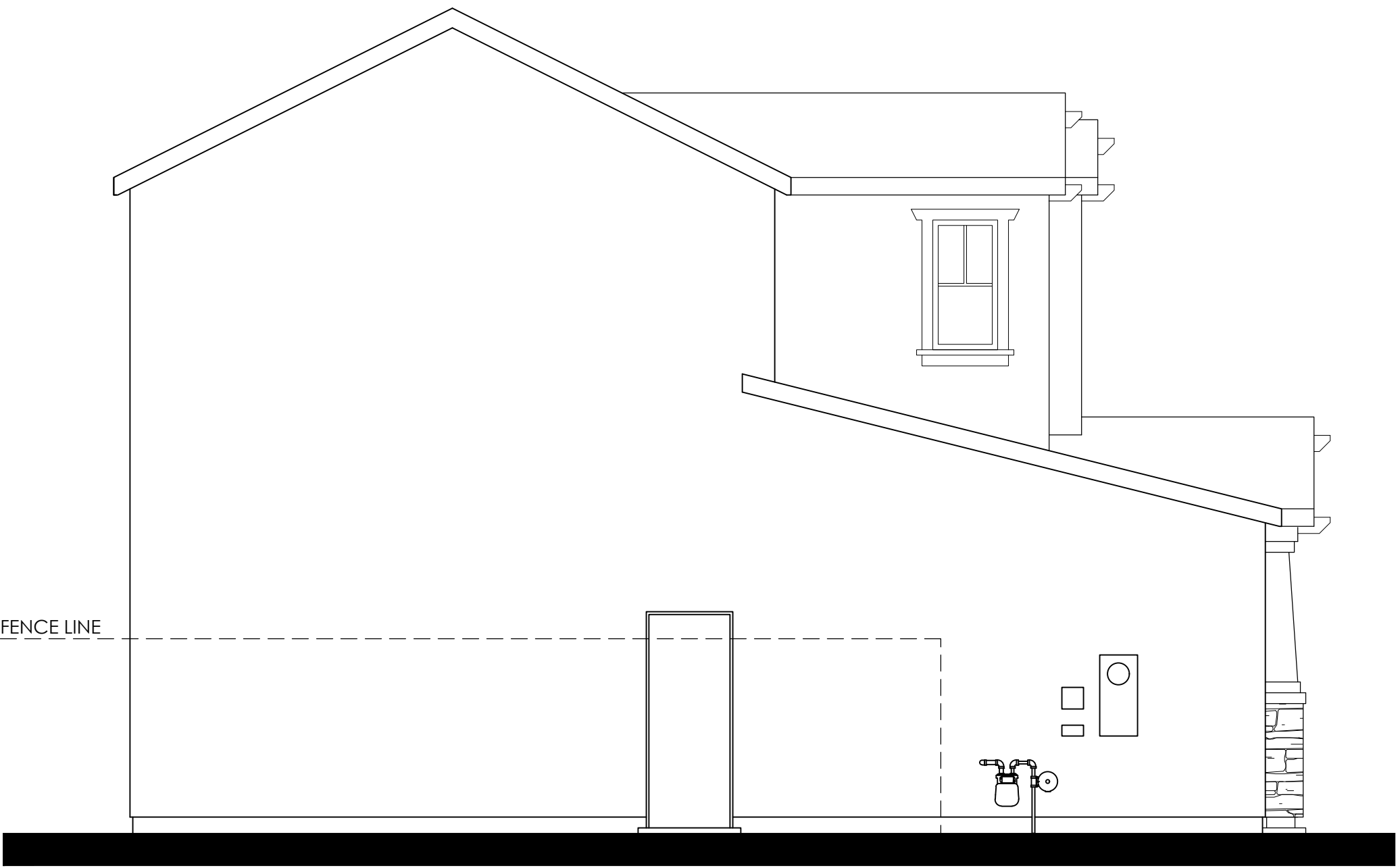


REAR

ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS



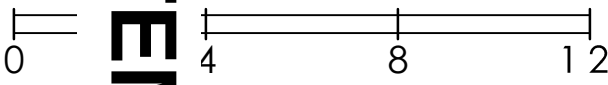
ROOF PLAN



LEFT

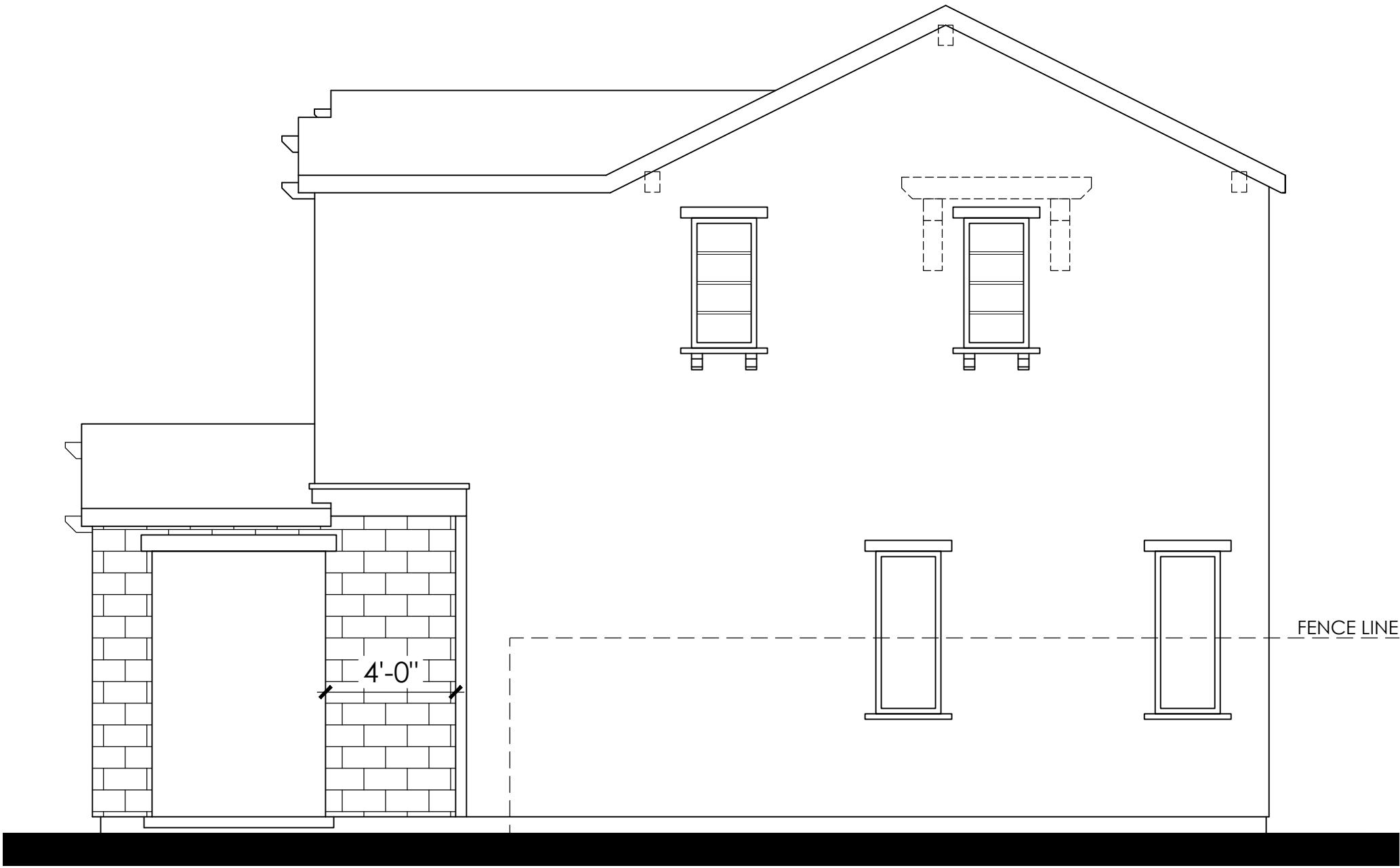
PLAN 1454
CRAFTSMAN "B" ELEVATIONS

AGENDA ITEM 11.1



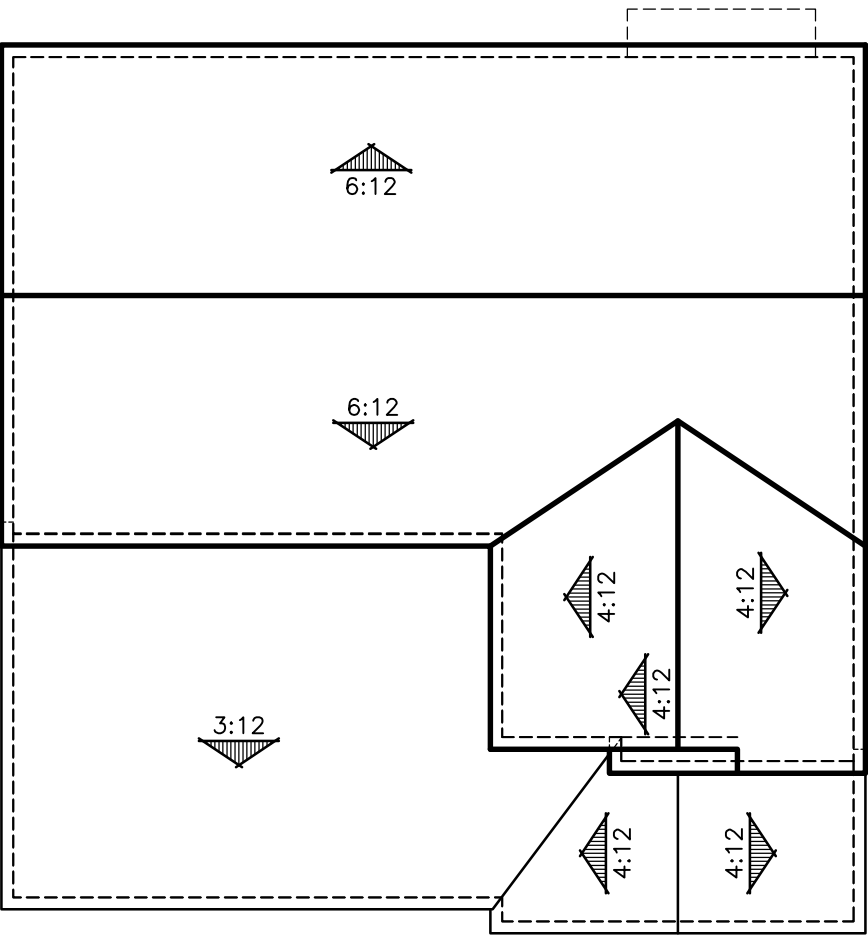


FRONT

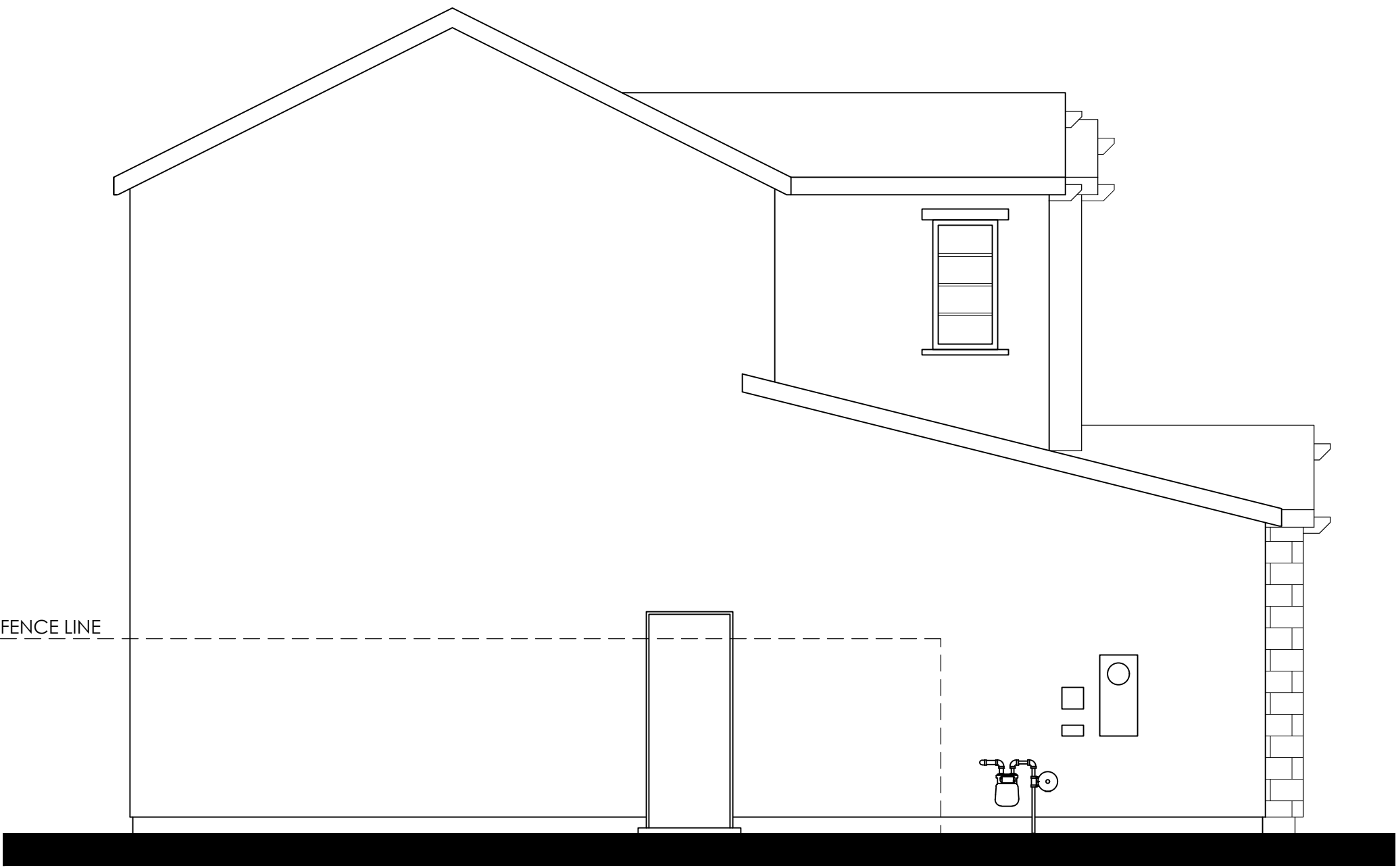


ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS

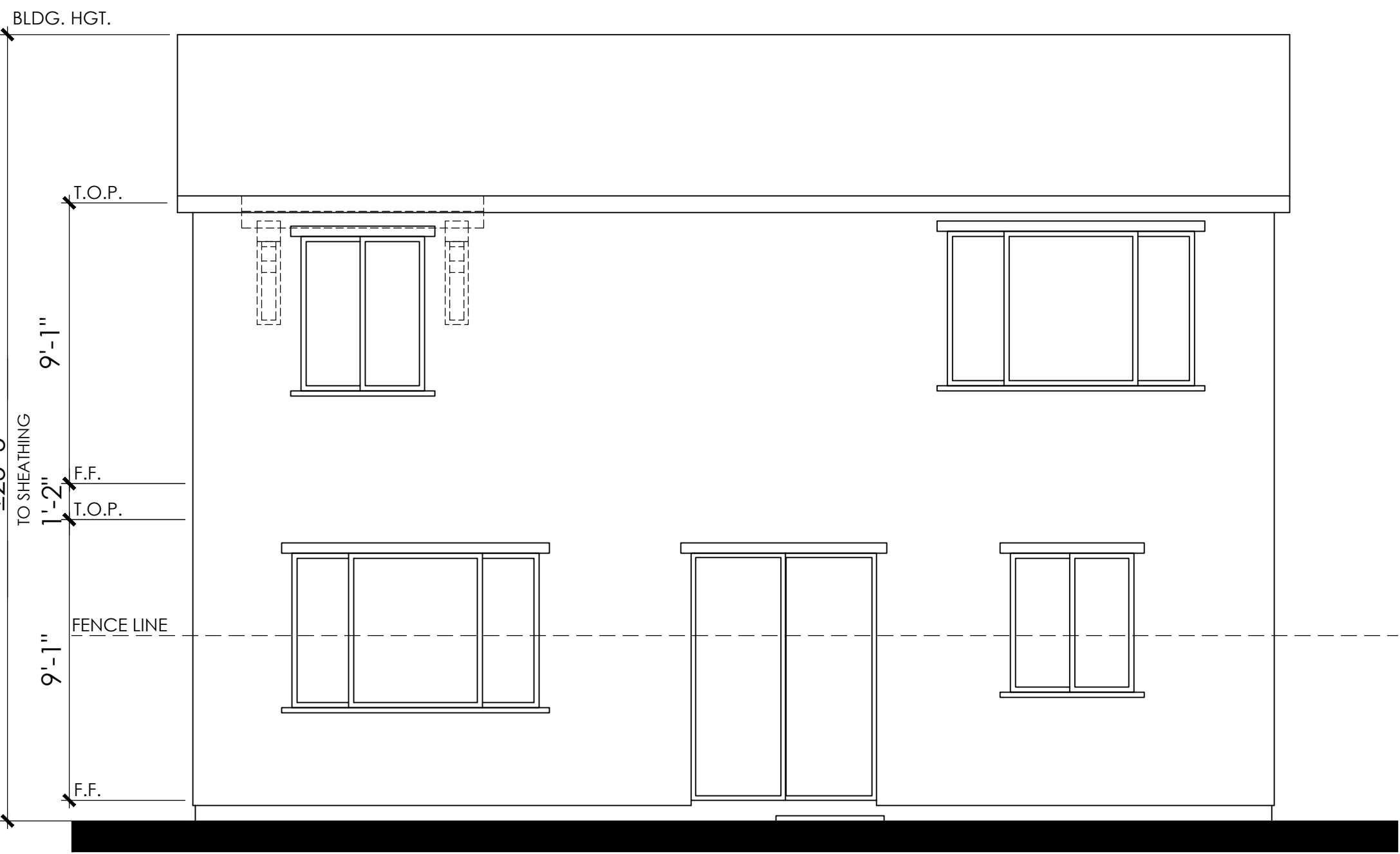
RIGHT



ROOF PLAN



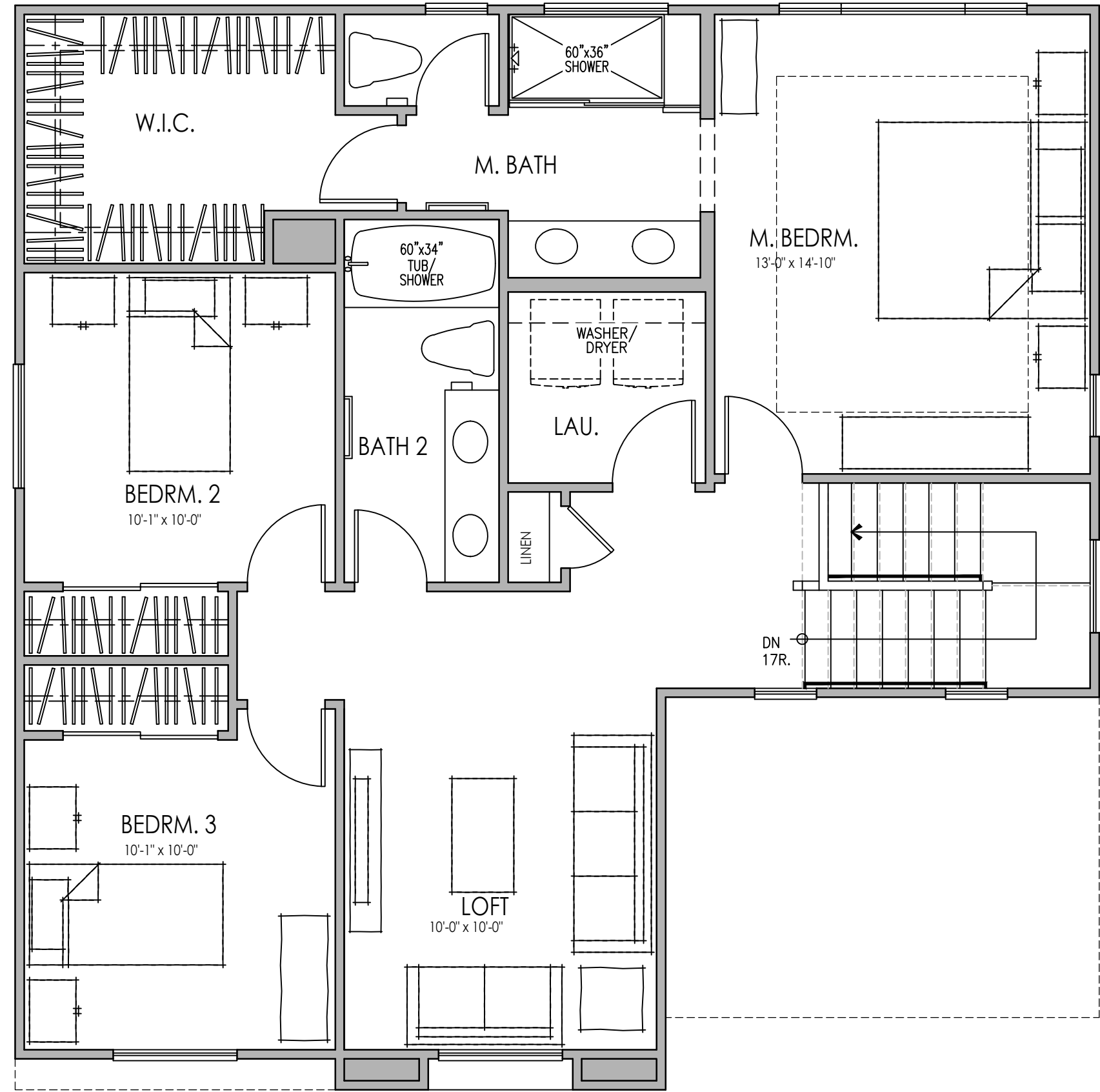
LEFT



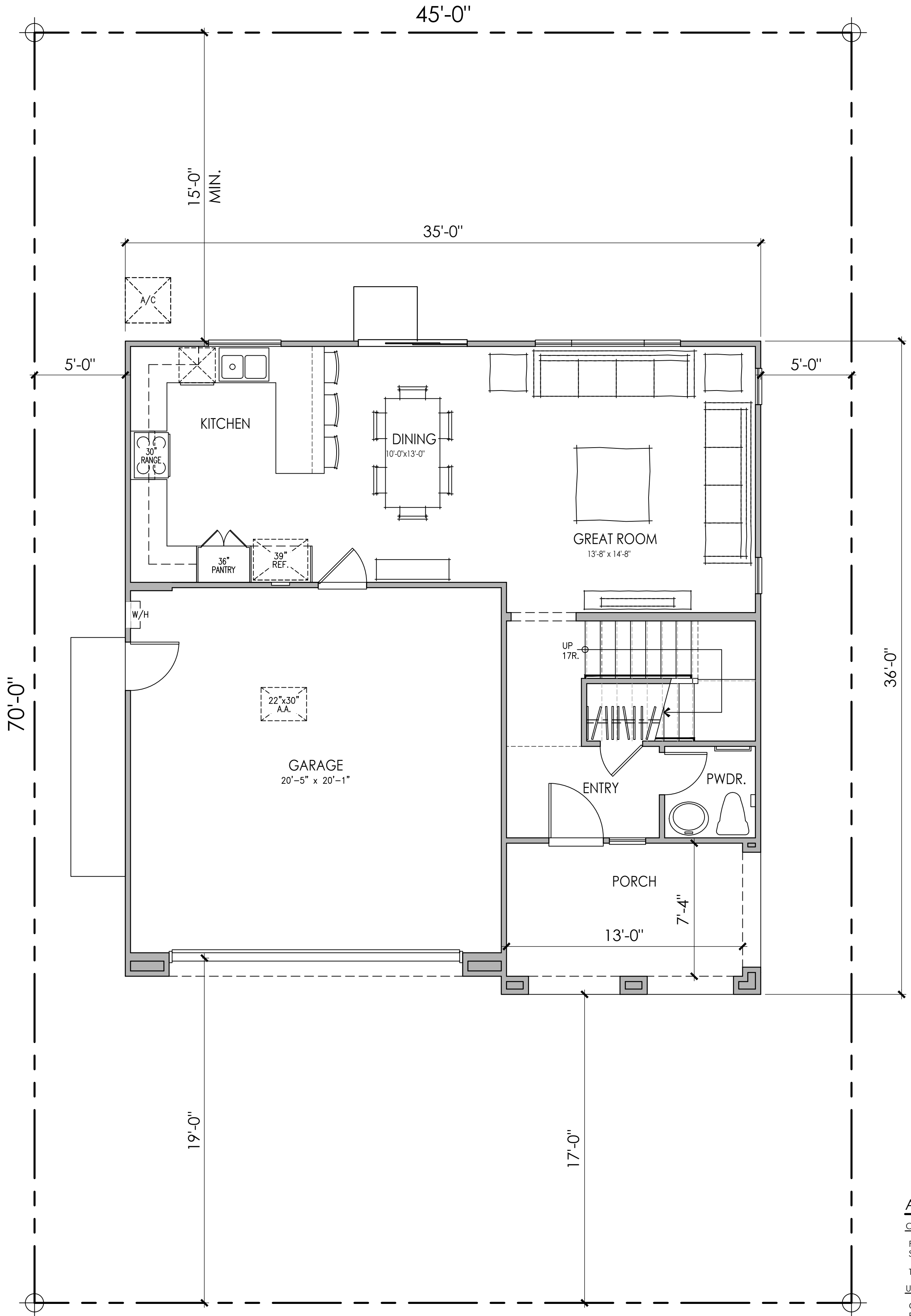
ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS

REAR

PLAN 1454
FARMHOUSE "C" ELEVATIONS



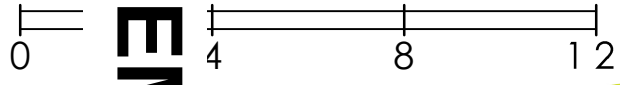
SECOND FLOOR PLAN



FIRST FLOOR PLAN

AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR AREA	676 SQ. FT.
SECOND FLOOR AREA	962 SQ. FT.
TOTAL DWELLING	1638 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	424 SQ. FT.
PORCH	117 SQ. FT.

AGENDA ITEM 11.1



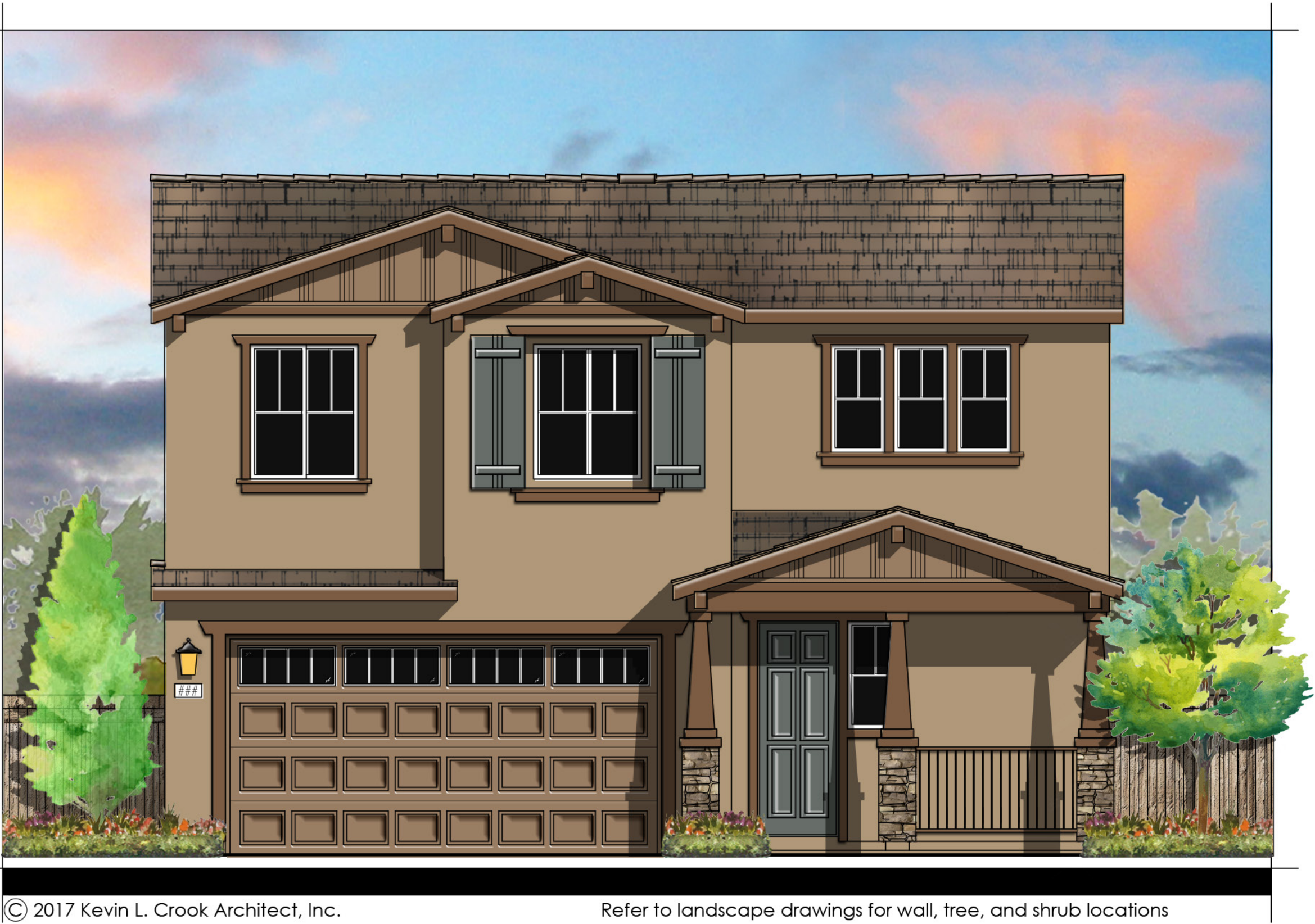
PLAN 1638
3 BEDROOM, 2.5 BATH, LOFT, OPT. BEDRM. 4



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Refer to landscape drawings for wall, tree, and shrub locations

SPANISH "A"
COLOR SCHEME #2



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Refer to landscape drawings for wall, tree, and shrub locations

CRAFTSMAN "B"
COLOR SCHEME #5



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Refer to landscape drawings for wall, tree, and shrub locations

FARMHOUSE "C"
COLOR SCHEME #8

PLAN 1638
FRONT ELEVATIONS



FRONT

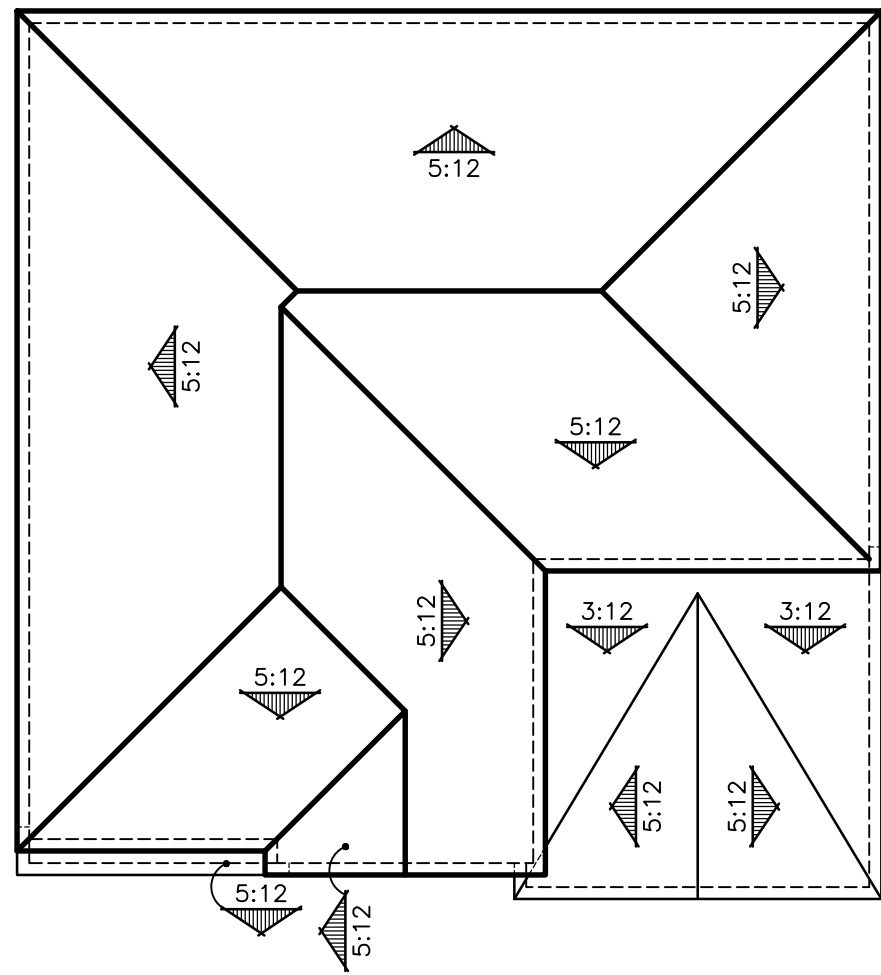


ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS

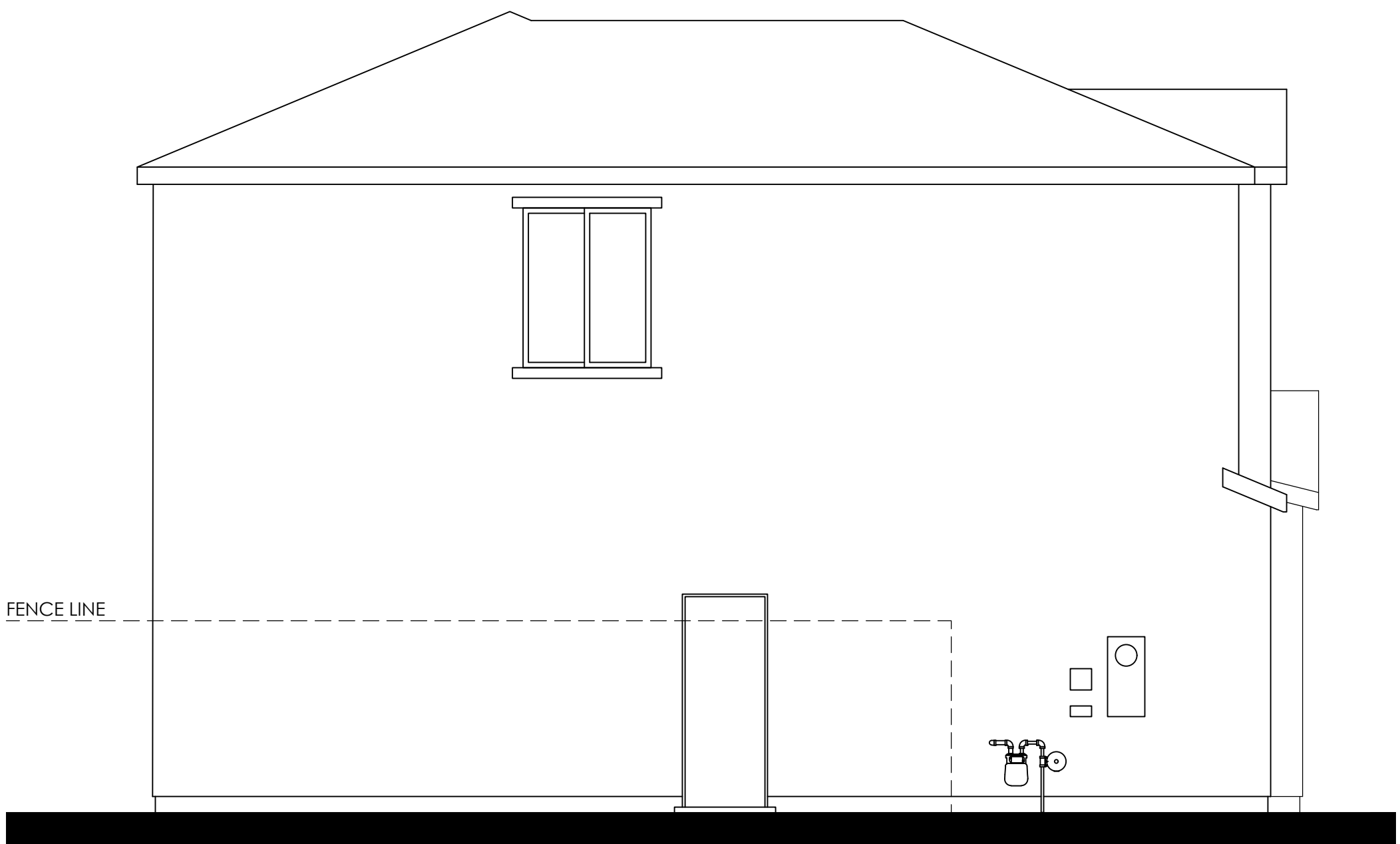
RIGHT



REAR



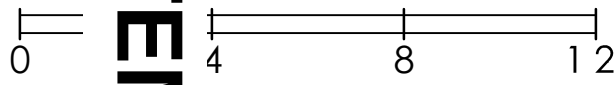
ROOF PLAN



LEFT

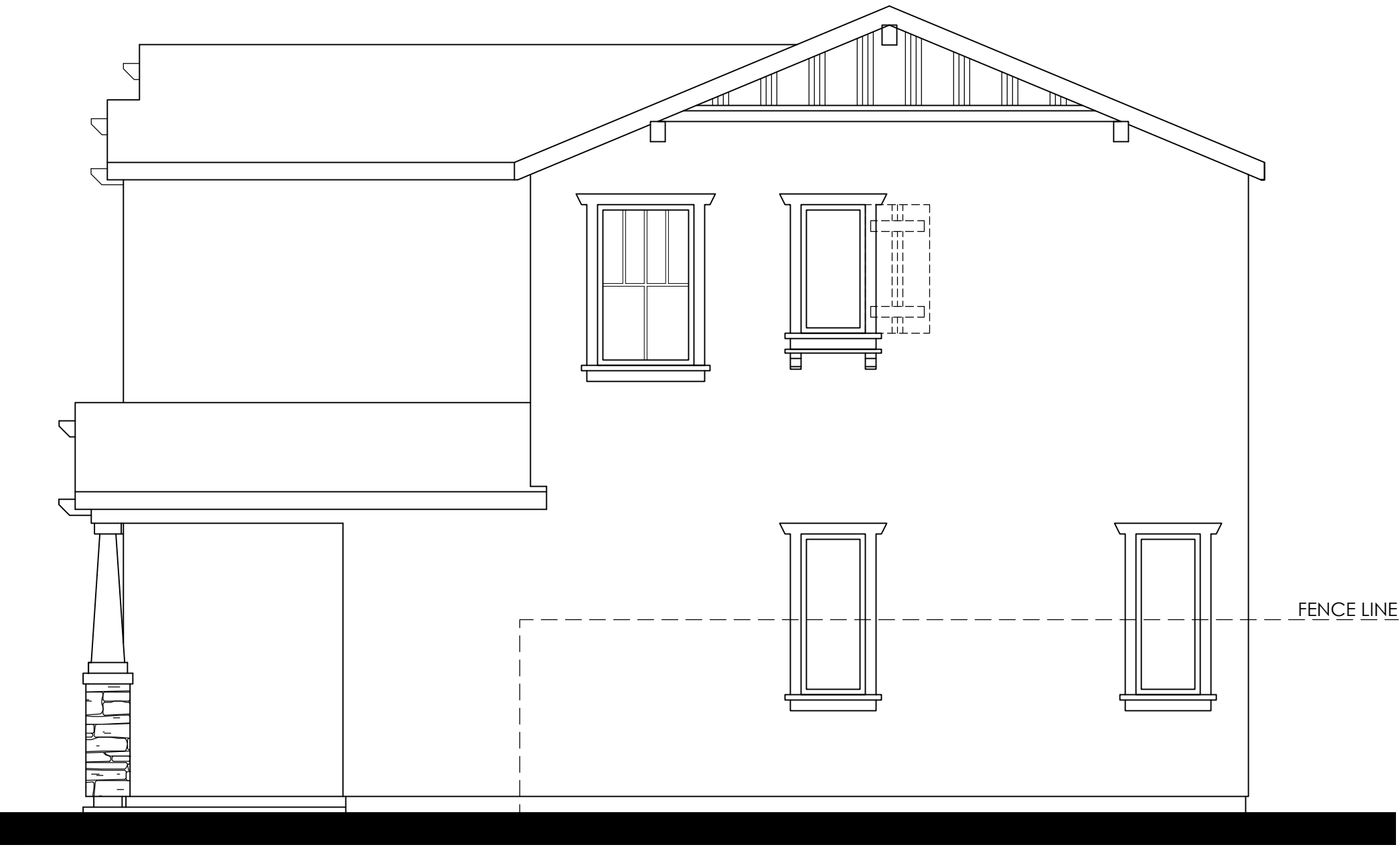
PLAN 1638
SPANISH "A" ELEVATIONS

AGENDA ITEM 11.1



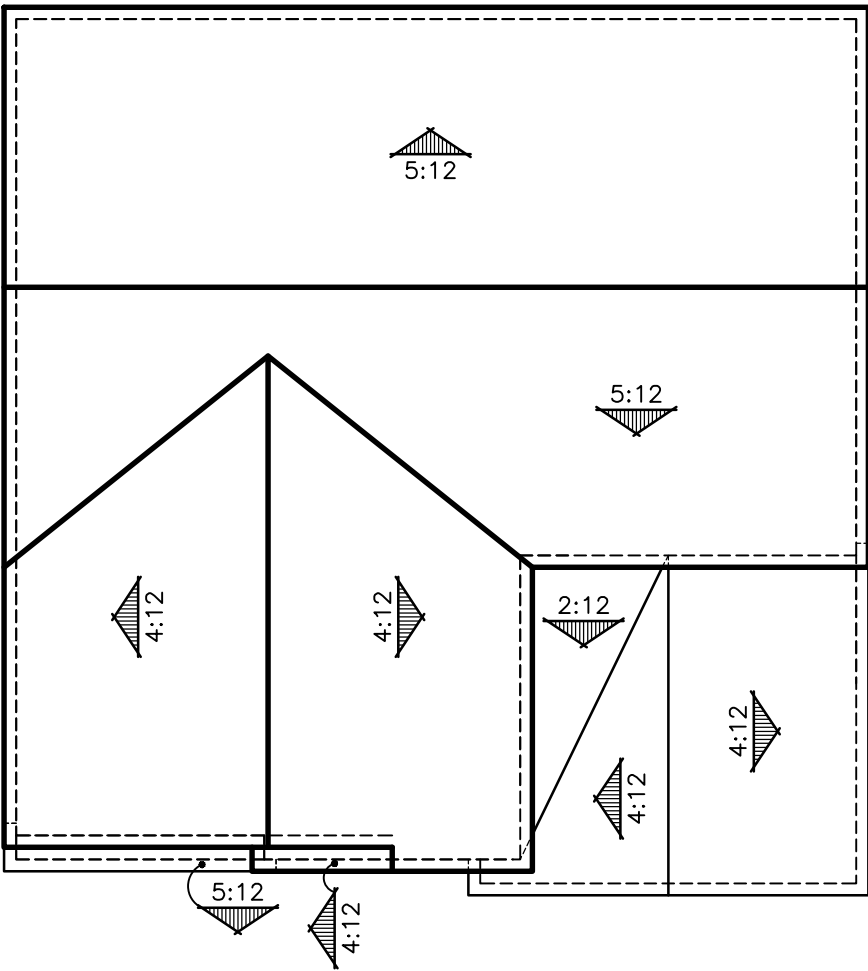


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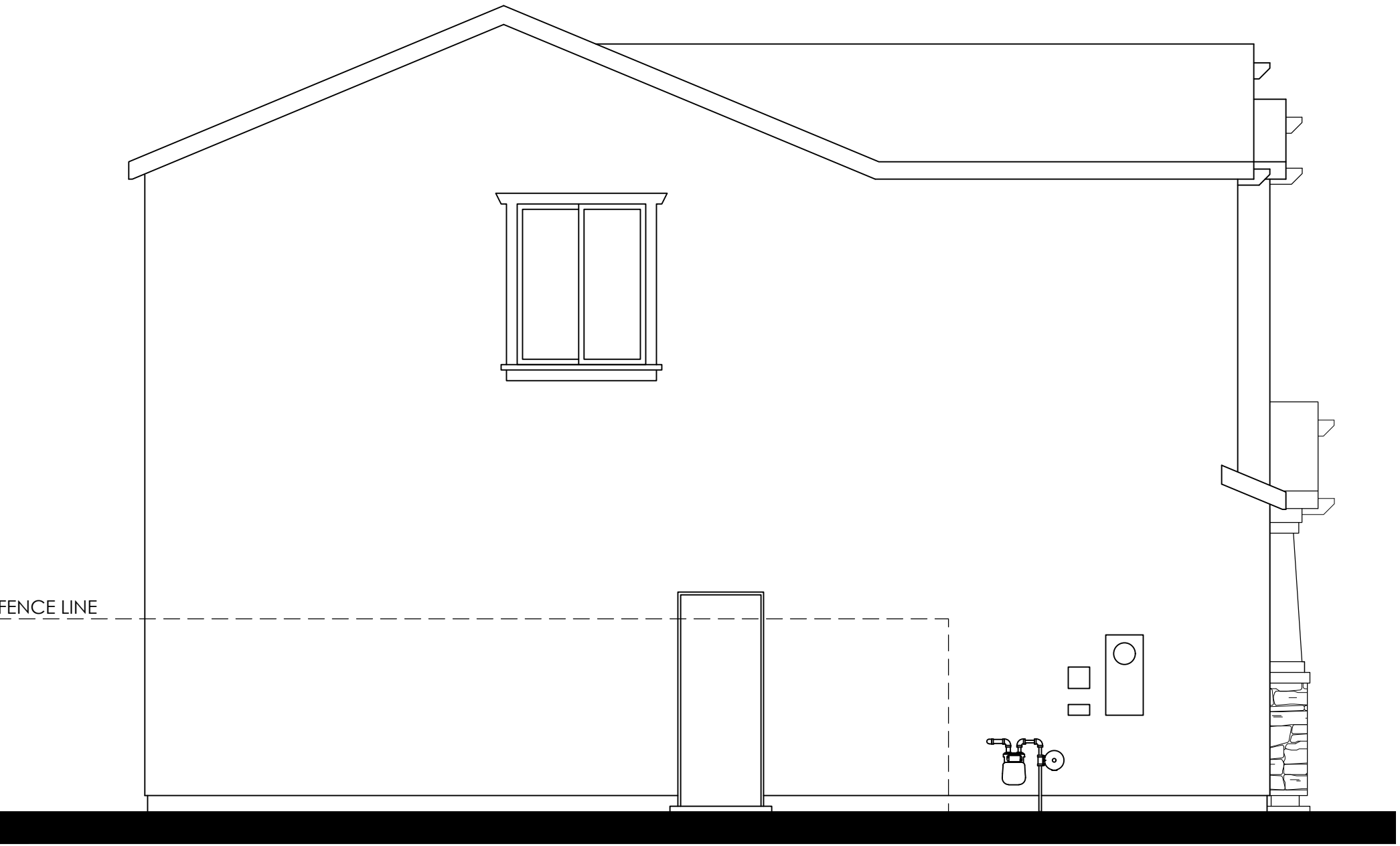


ELEMENTS SHOWN DASHED SHALL OCCUR
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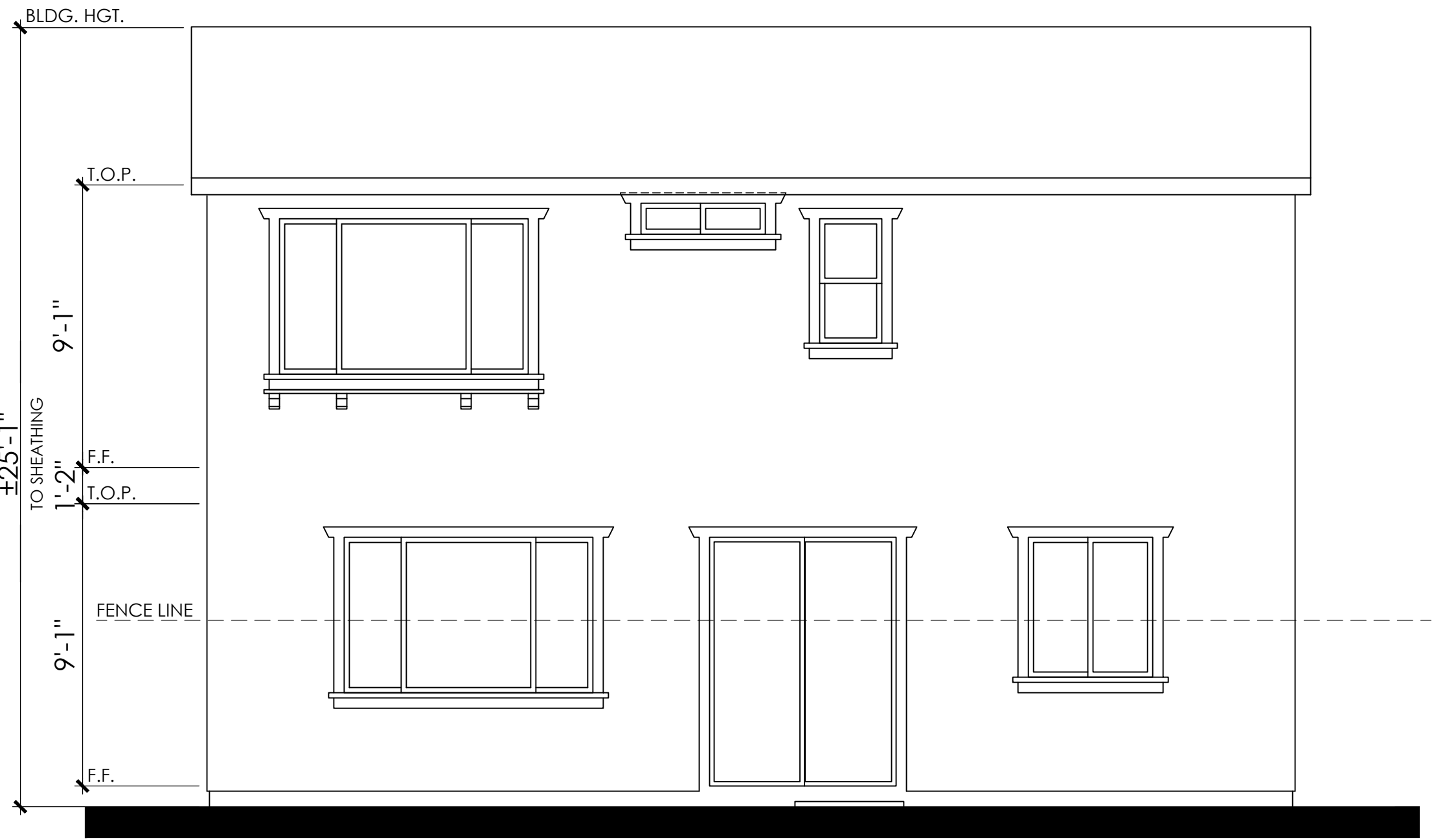
RIGHT



ROOF PLAN

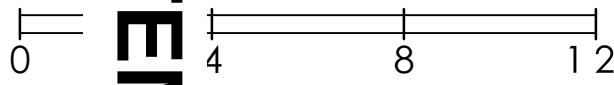


LEFT



REAR

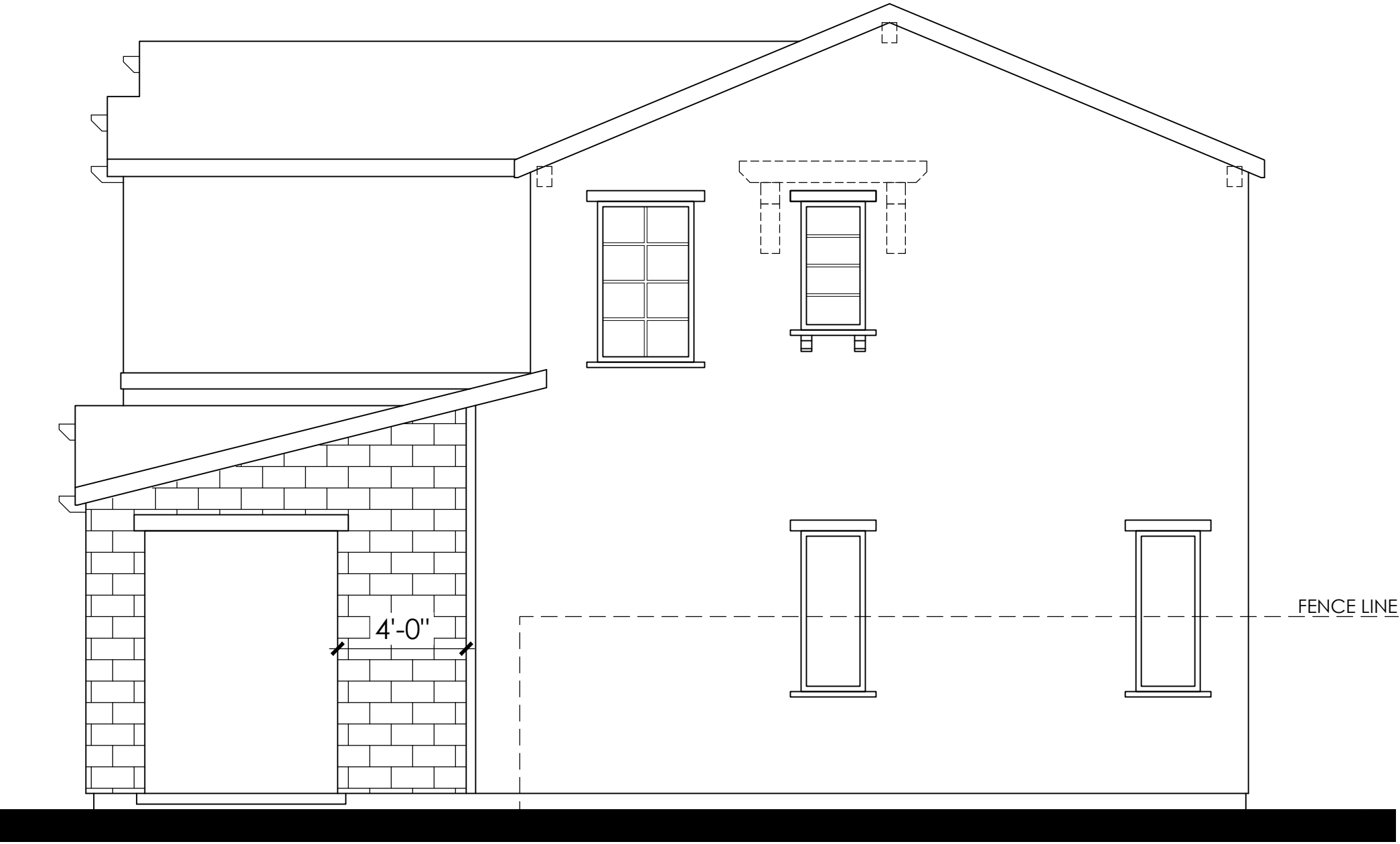
PLAN 1638
CRAFTSMAN "B" ELEVATIONS



AGENDA ITEM 11.1

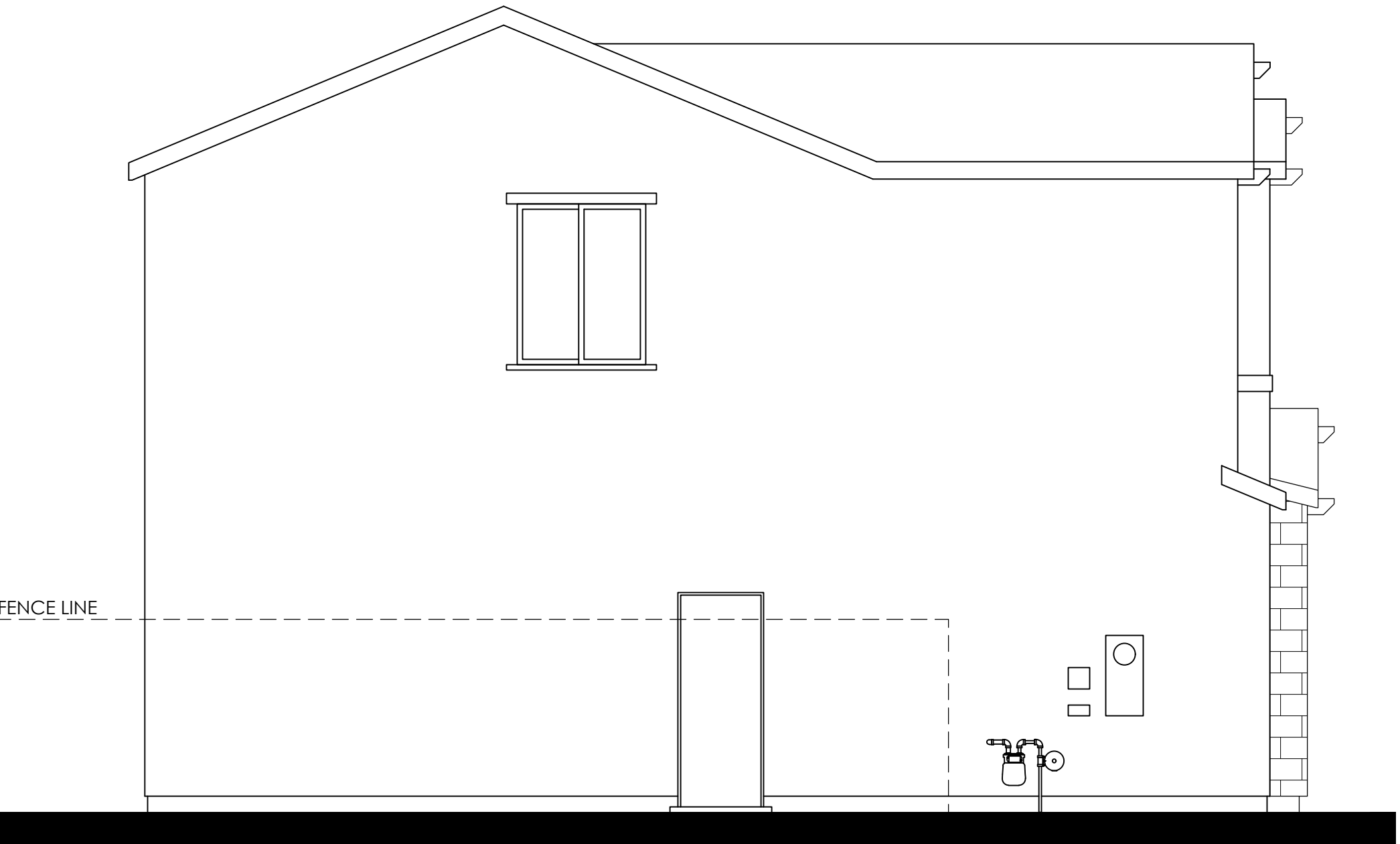


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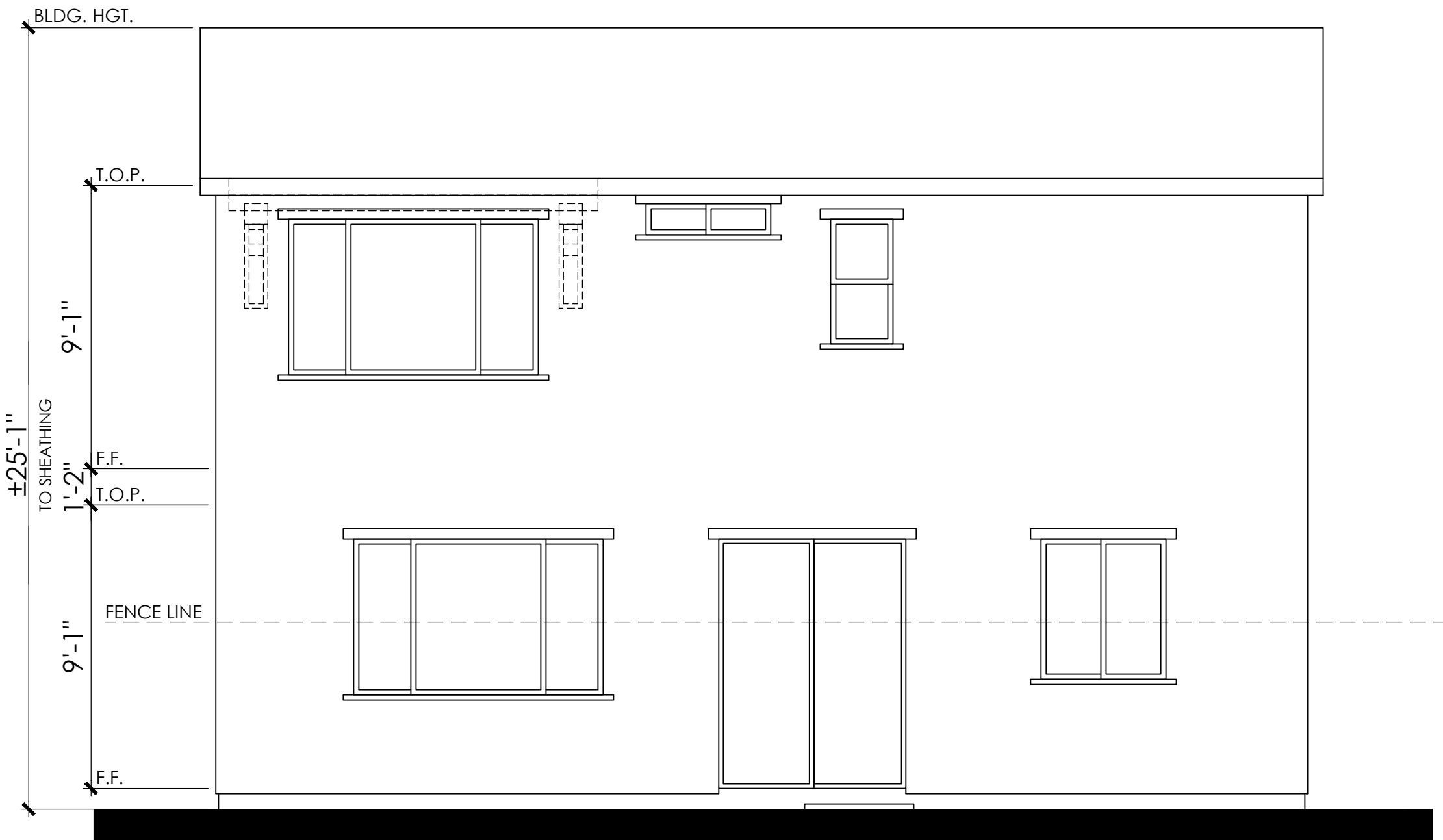


ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS

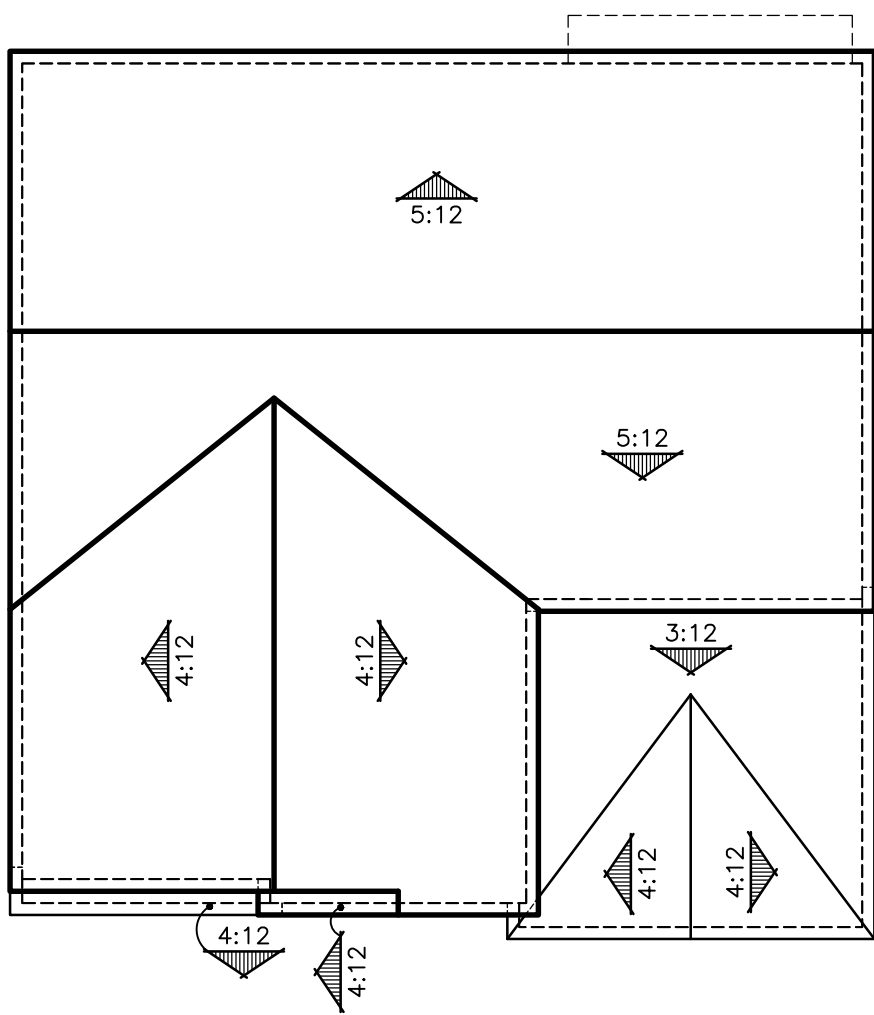
RIGHT



LEFT



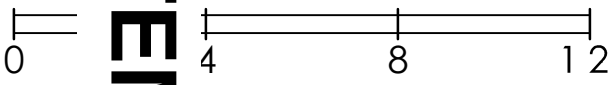
REAR

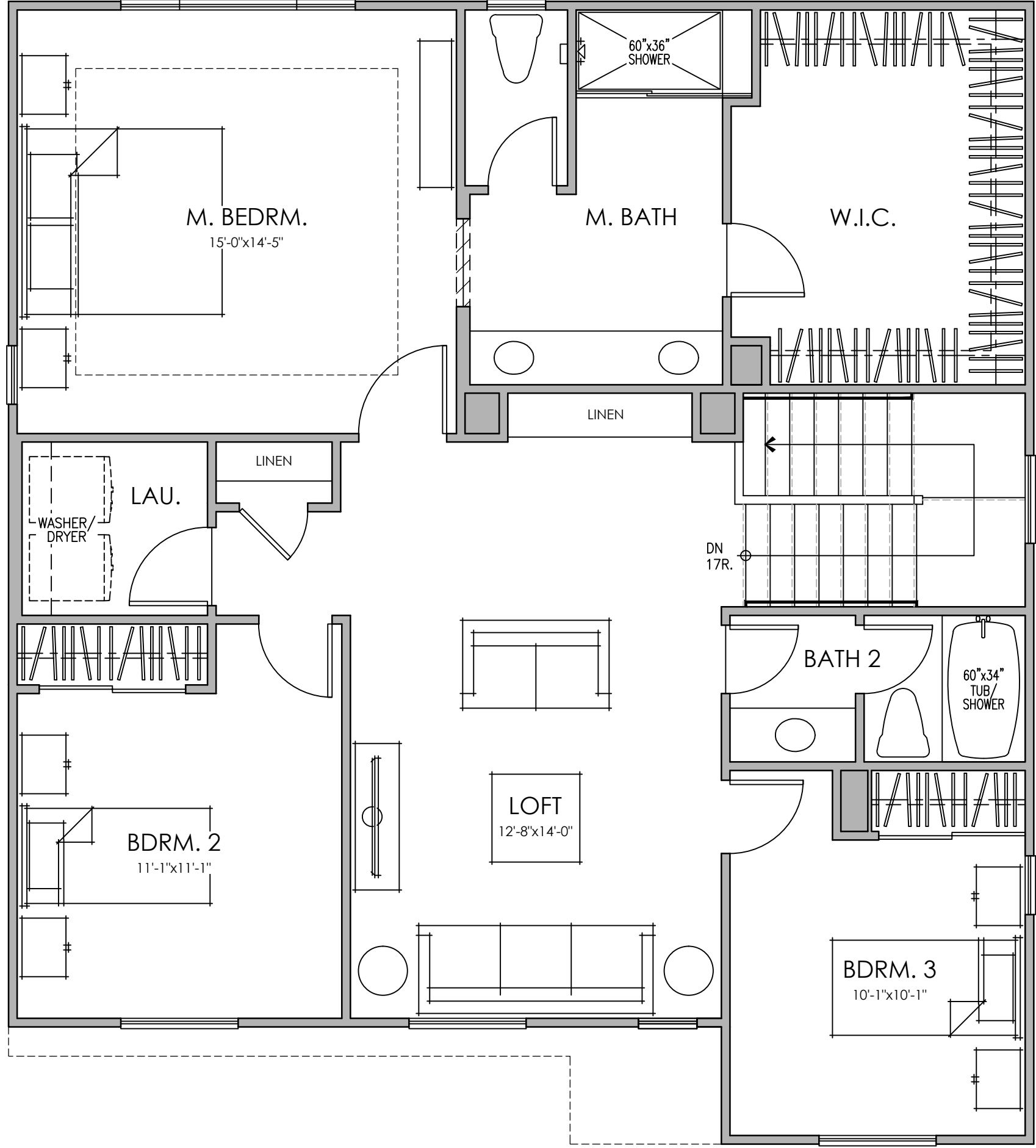


ROOF PLAN

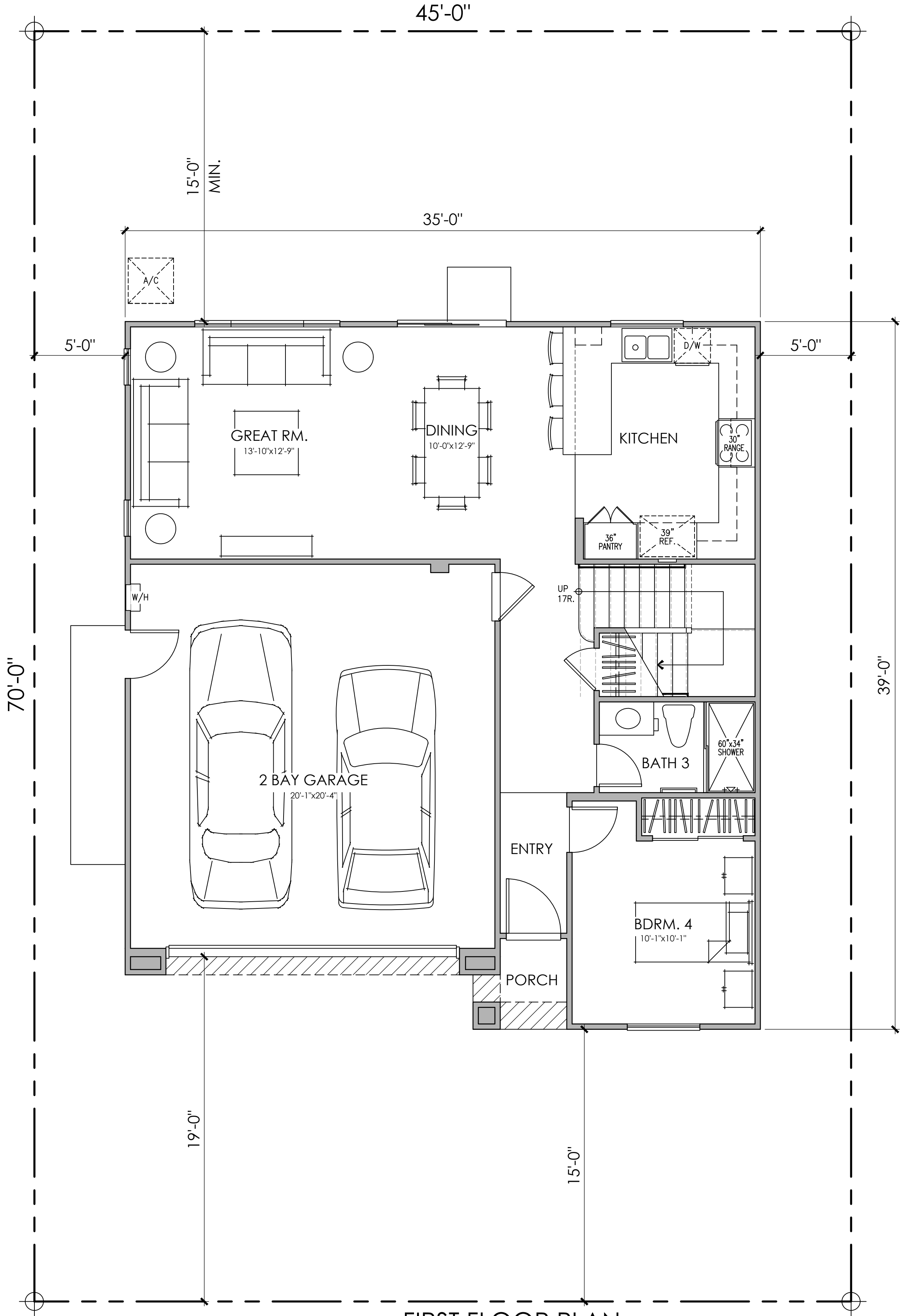
PLAN 1638
FARMHOUSE "C" ELEVATIONS

AGENDA ITEM 11.1





SECOND FLOOR PLAN

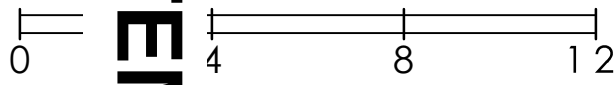


FIRST FLOOR PLAN

AREA TABULATION	
CONDITIONED SPACE	
FIRST FLOOR AREA	823 SQ. FT.
SECOND FLOOR AREA	1,195 SQ. FT.
TOTAL DWELLING	2,018 SQ. FT.
UNCONDITIONED SPACE	
GARAGE	440 SQ. FT.
PORCH "A", "B" & "C"	22 SQ. FT.

PLAN 2018
4 BEDROOM, 3 BATH, LOFT

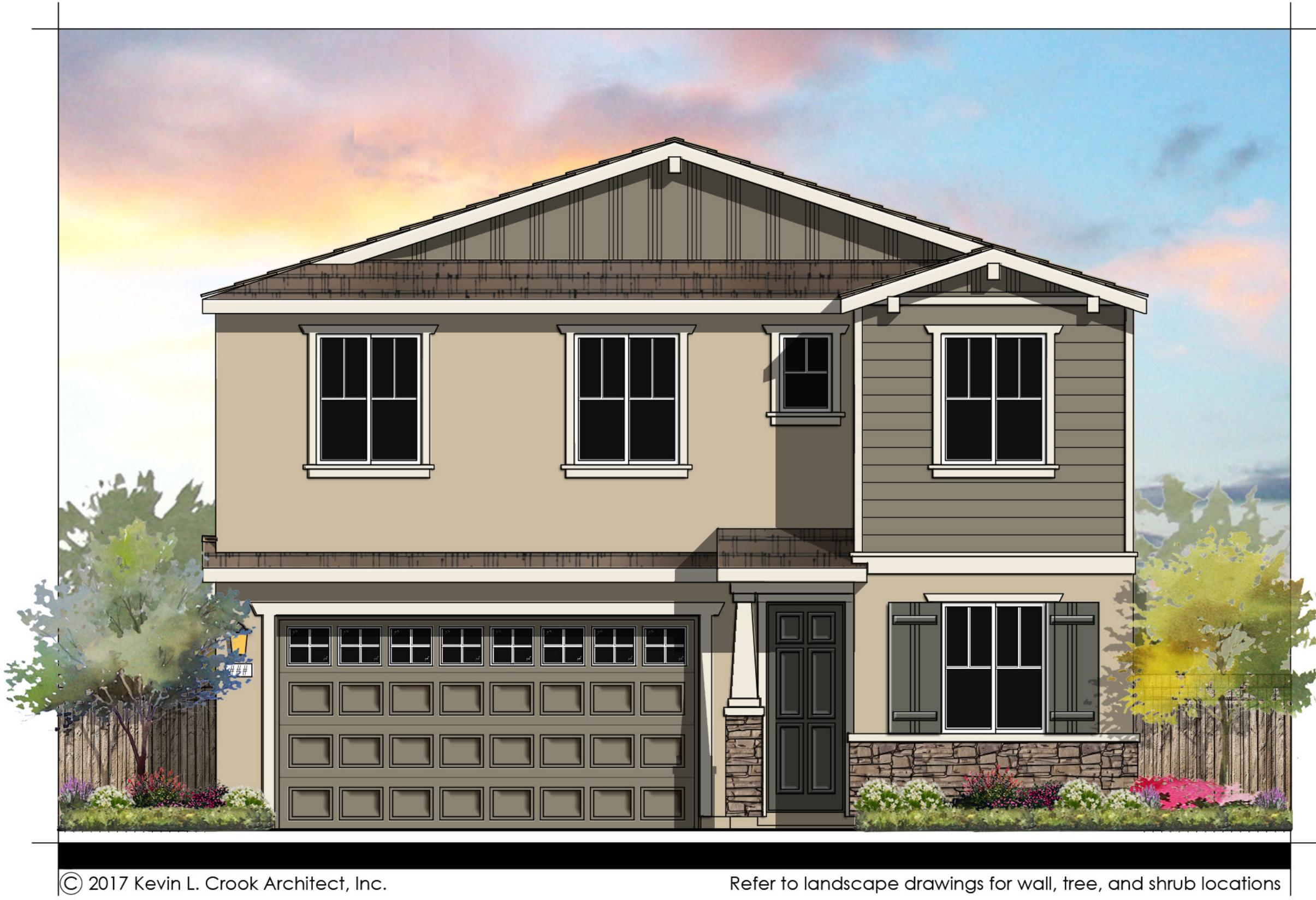
AGENDA ITEM 11.1





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SPANISH "A"



© 2017 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

CRAFTSMAN "B"



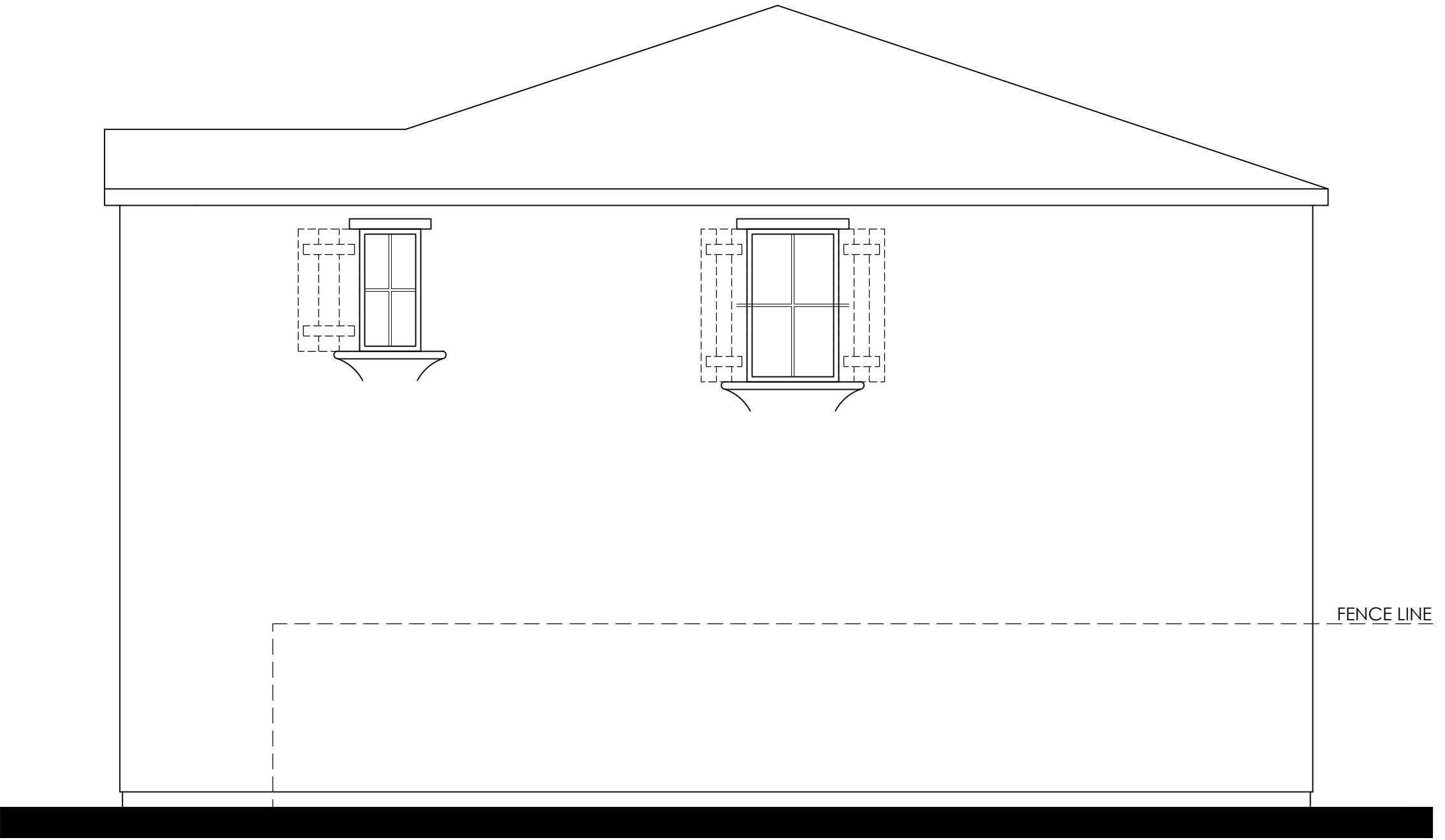
© 2017 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

FARMHOUSE "C"

PLAN 2018
FRONT ELEVATIONS

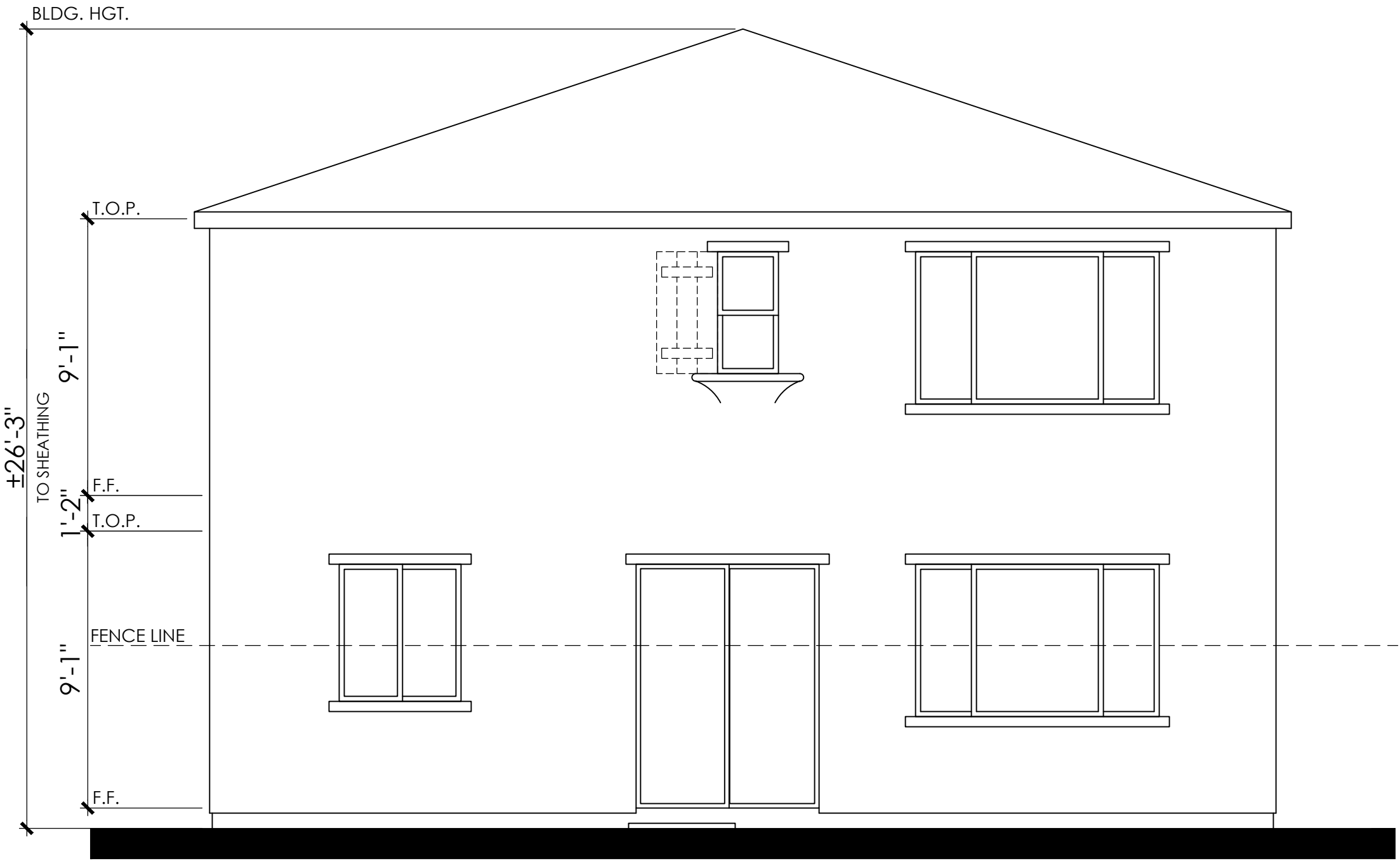


FRONT



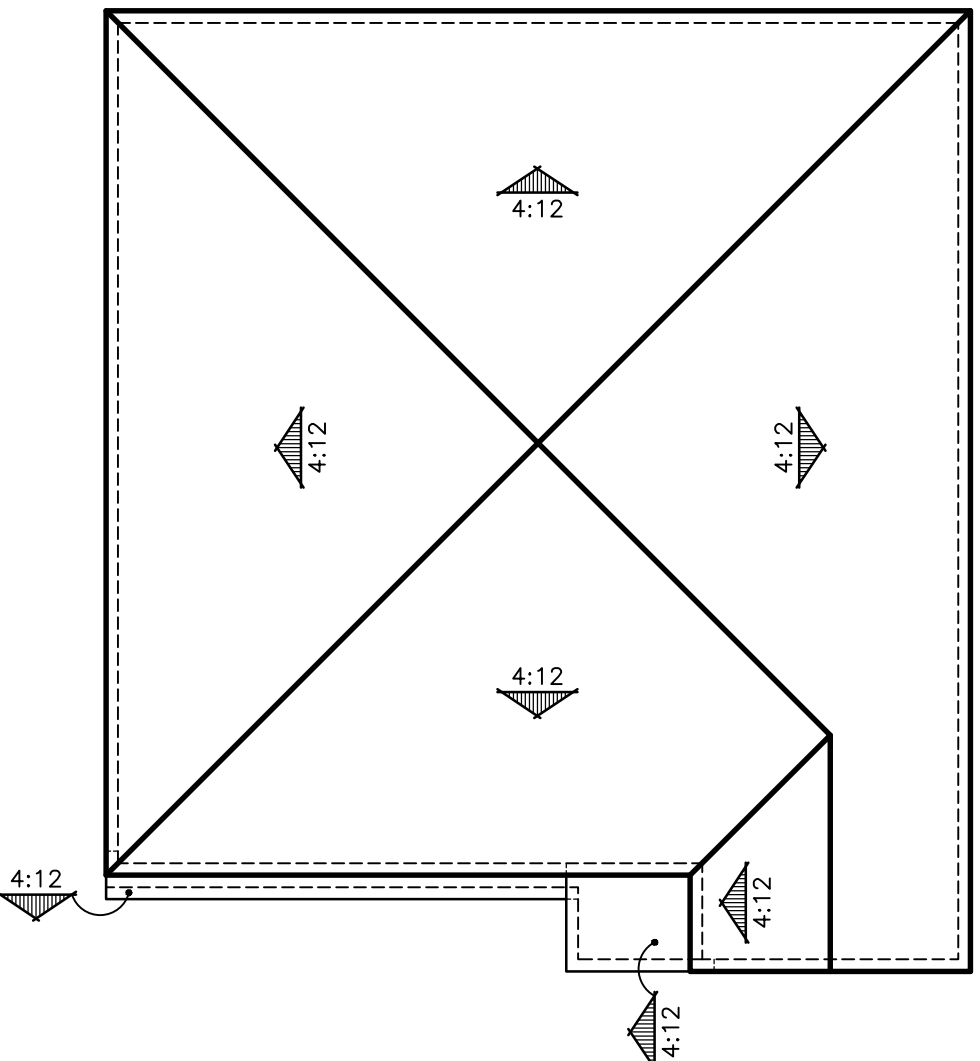
RIGHT

ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS

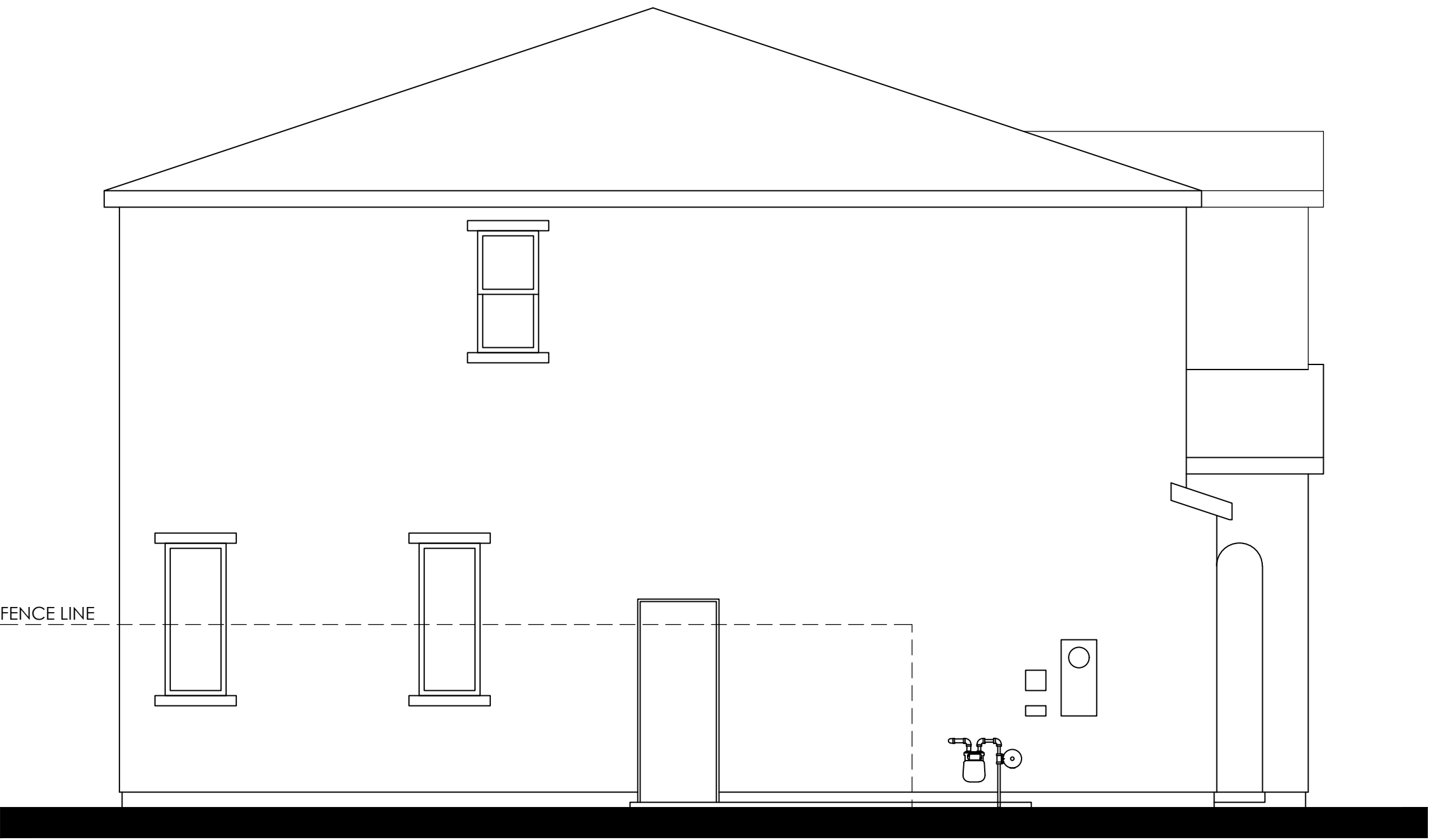


REAR

ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS



ROOF PLAN



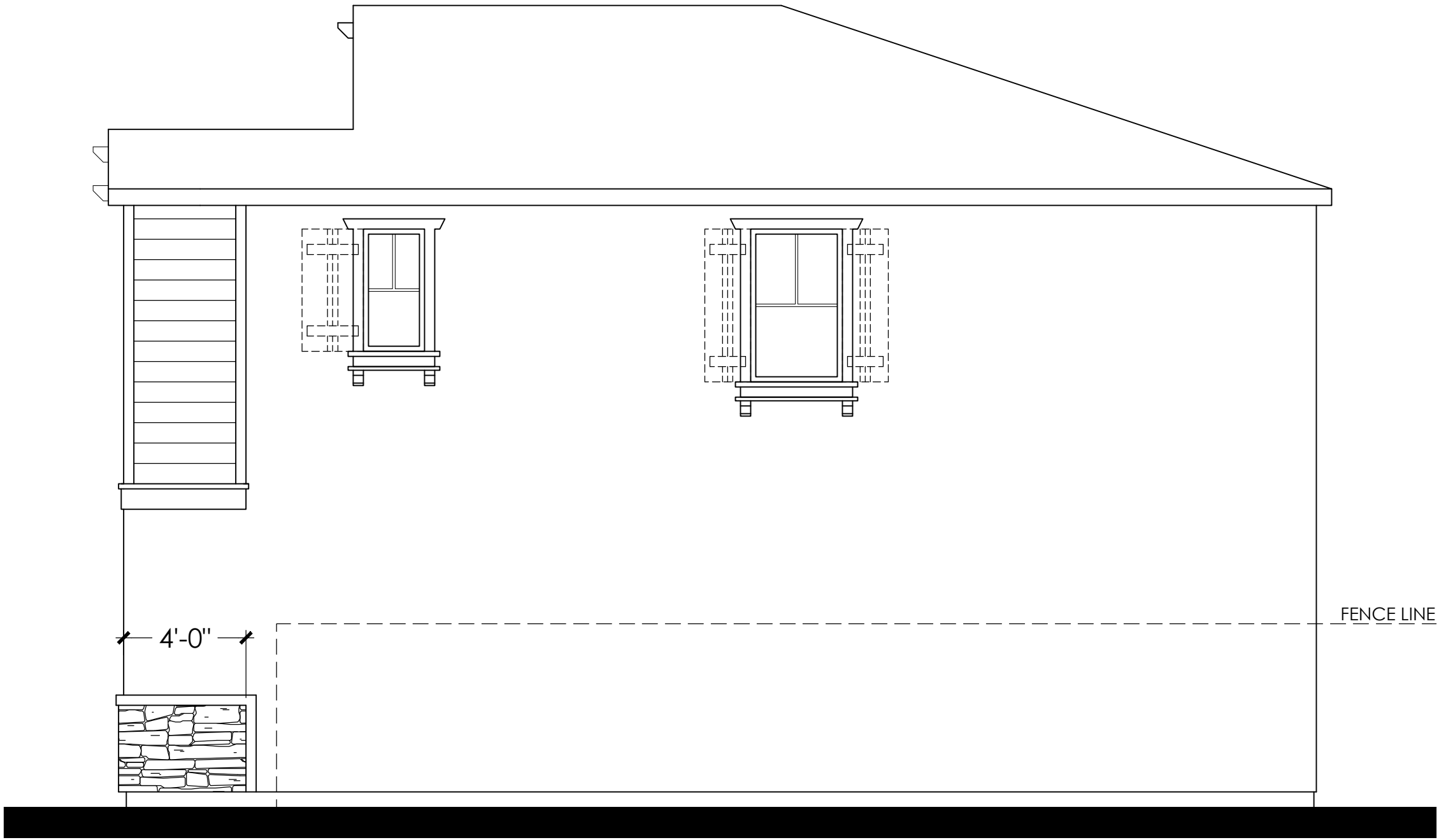
LEFT

PLAN 2018
SPANISH "A" ELEVATIONS

AGENDA ITEM 11.1



FRONT

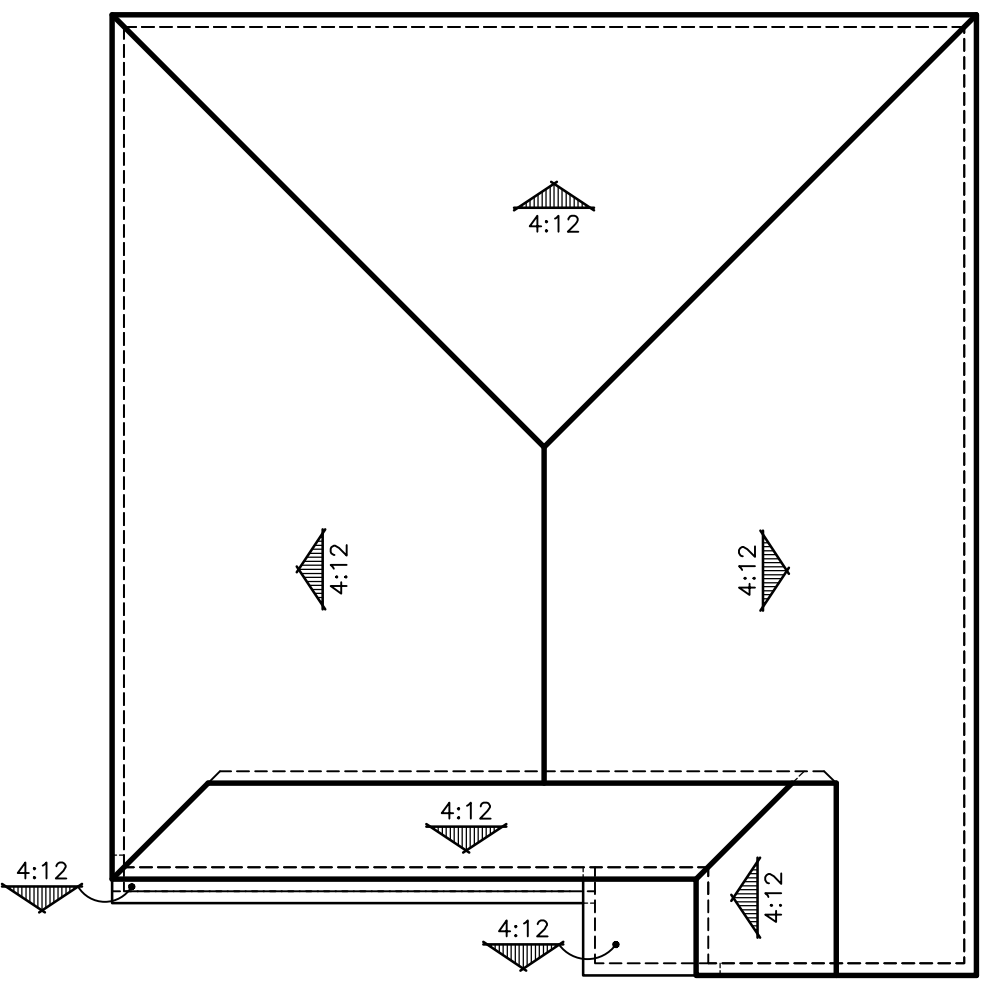


RIGHT

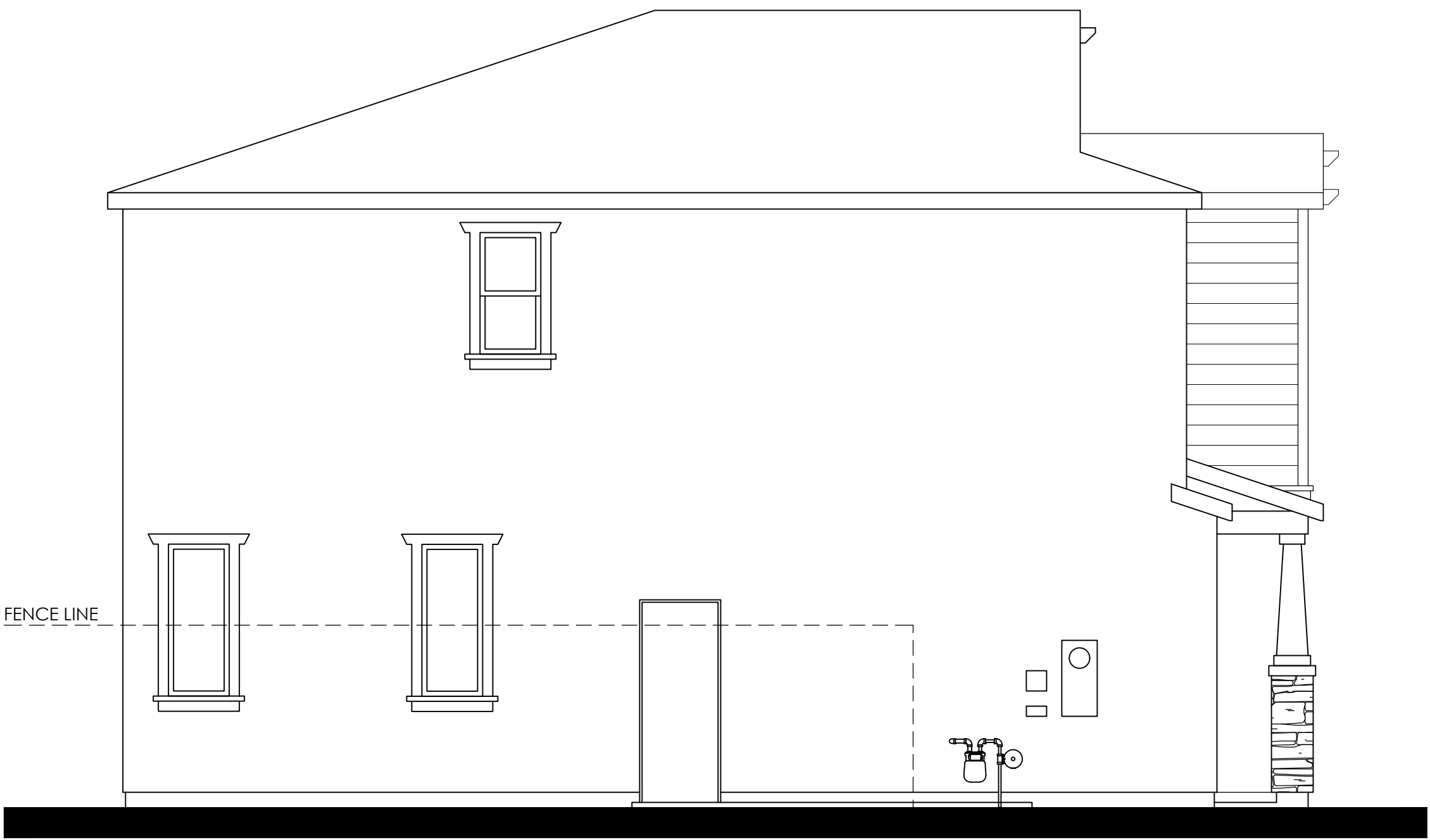
ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS



REAR



ROOF PLAN

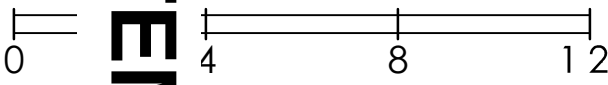


LEFT

ELEMENTS SHOWN DASHED SHALL OCCUR
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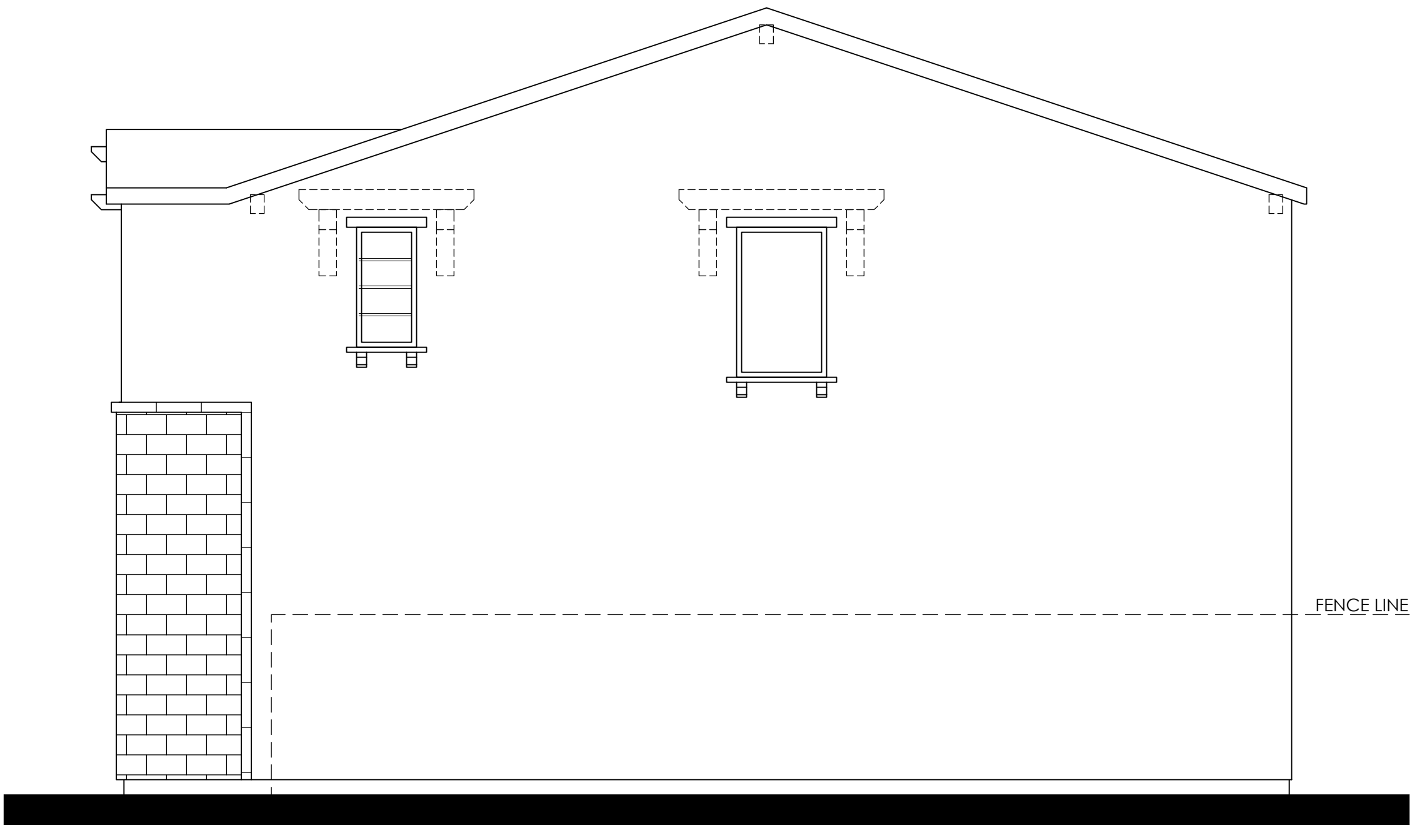
PLAN 2018
CRAFTSMAN "B" ELEVATIONS

AGENDA ITEM 11.1



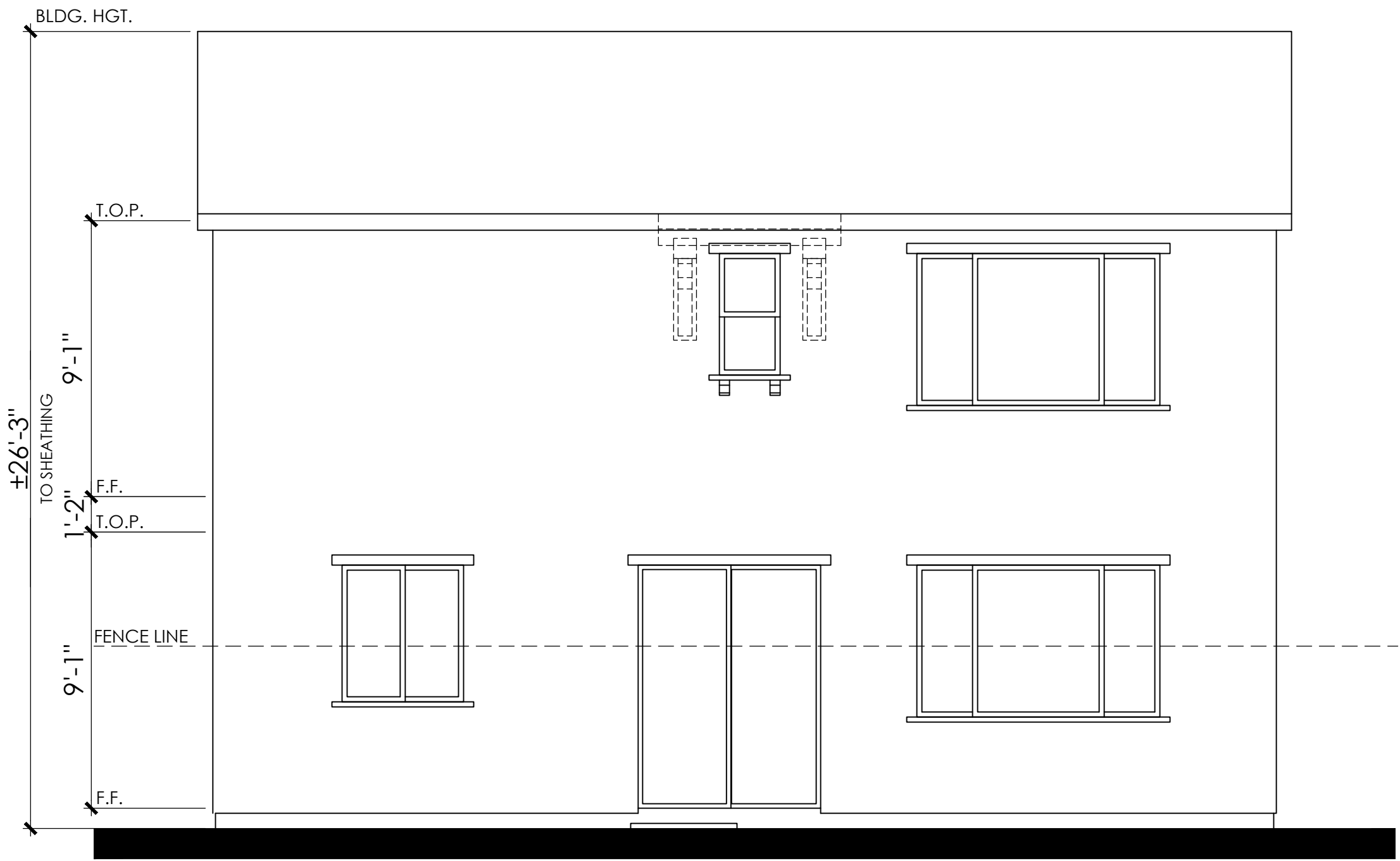


FRONT



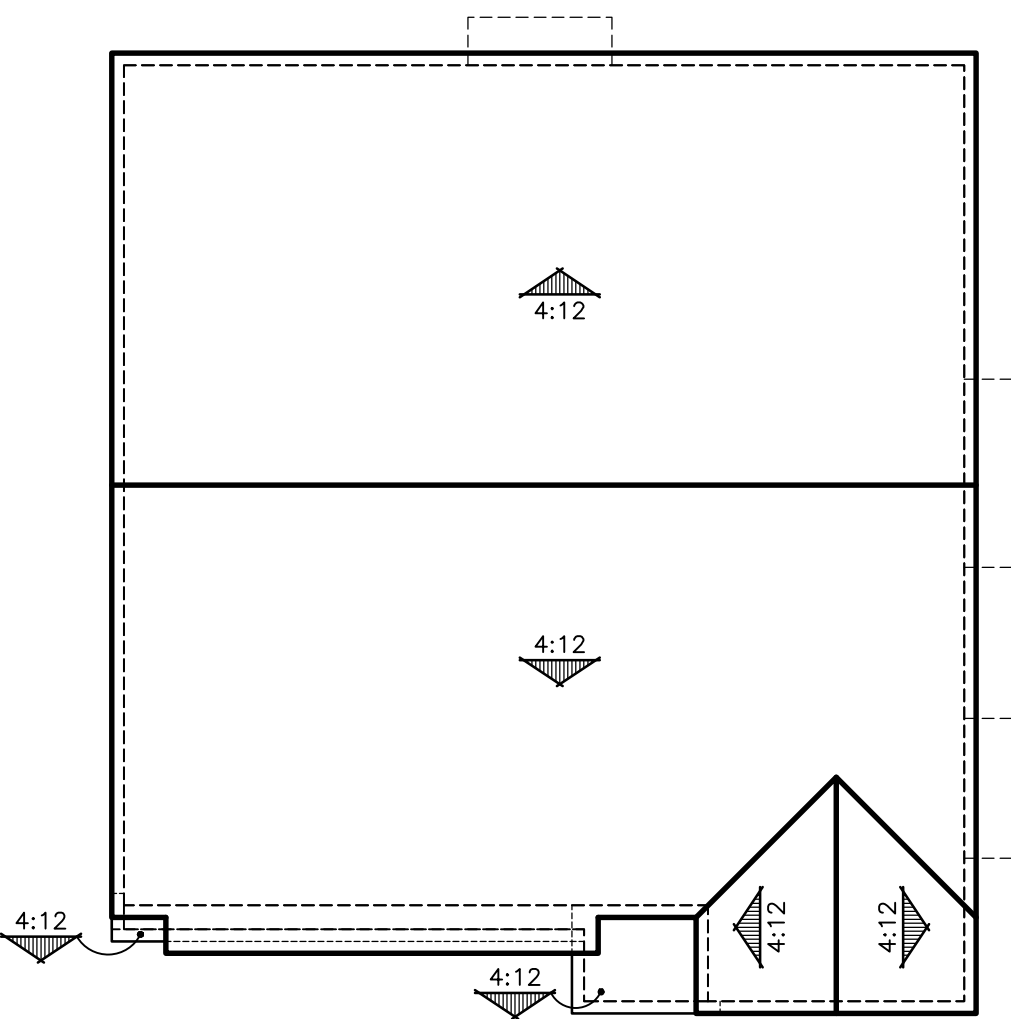
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ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS

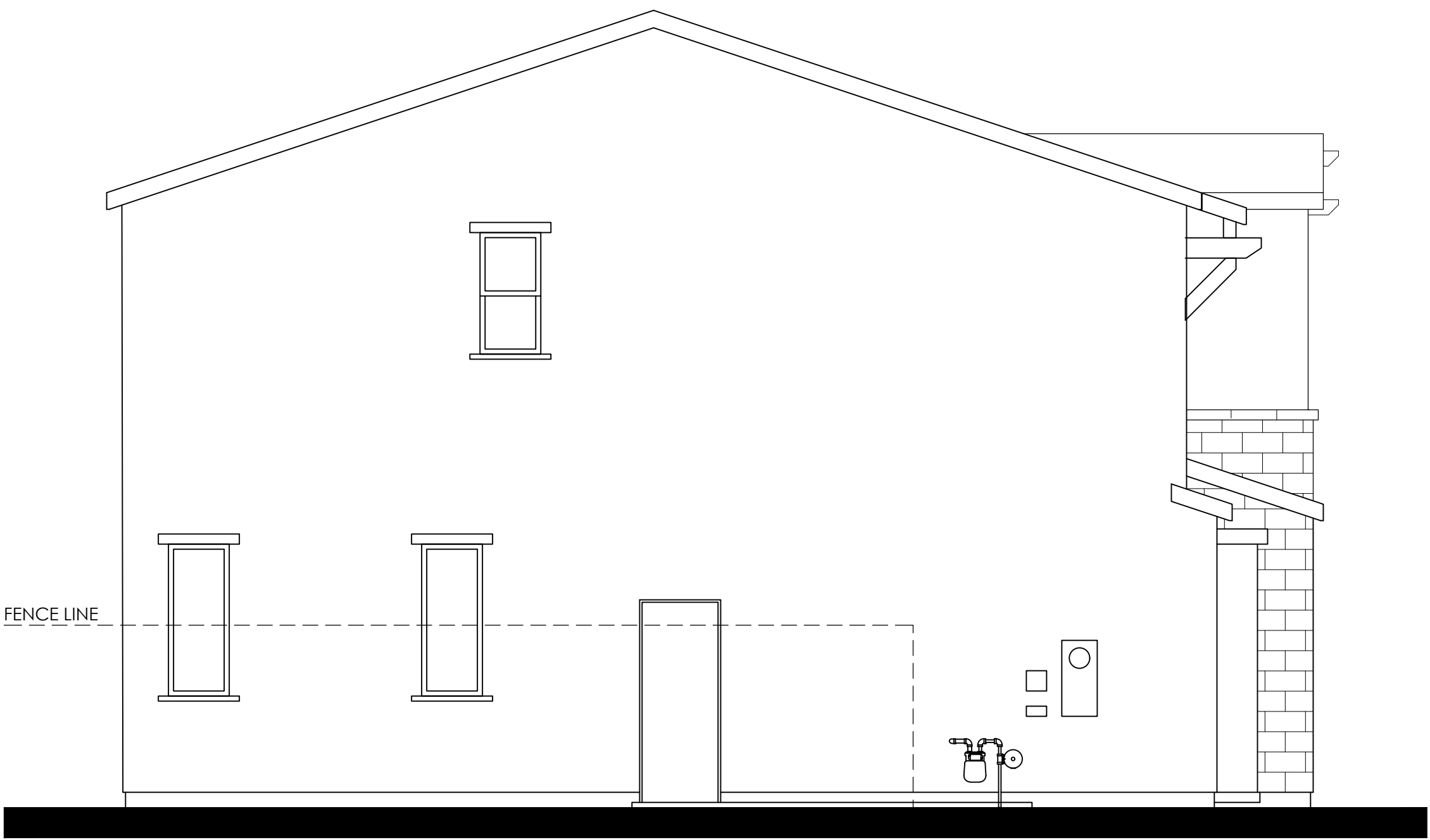


REAR

ELEMENTS SHOWN DASHED SHALL OCCUR
ON LOTS ADJACENT TO PUBLIC RIGHT OF
WAYS REQUIRING ENHANCEMENTS



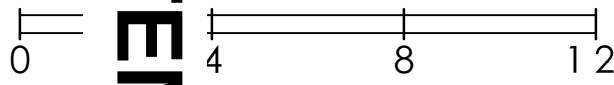
ROOF PLAN



LEFT

PLAN 2018
FARMHOUSE "C" ELEVATIONS

AGENDA ITEM 11.1



NORTH DOUGLAS VILLAGE 8
RANCHO CORDOVA, CA

JOB #	18005
CREATED	6/5/2017
Client Revisions	9/14/2017
Client Revisions	4/10/2018

"A" ELEVATIONS SPANISH	SCHEME 1	SCHEME 2	SCHEME 3
STUCCO PAINT BODY	SW6126 NAVAJO WHITE	SW7035 AESTHETIC WHITE	SW7553 FRAGILE BEAUTY
FASCIA / TRIM / GARAGE DOOR	SW6068 BREVITY BROWN	SW7523 BURNISHED BRANDY	SW6109 HOPSACK
FRONT DOOR / SHUTTERS	SW2803 ROOKWOOD TERRA COTTA	SW0047 STUDIO BLUE GREEN	SW7615 SEA SERPENT
ROOF (LOW PROFILE S-TILE)	1VICS6464 CA MISSION BLEND	1VICS6464 CA MISSION BLEND	1VICS6464 CA MISSION BLEND

PAINT:	SHERWIN WILLIAMS
STONE / BRICK:	BORAL
ROOF:	BORAL

"B" ELEVATIONS CRAFTSMAN	SCHEME 4	SCHEME 5	SCHEME 6
STUCCO PAINT BODY	SW7538 TAMARIND	SW9087 SMOKY BEIGE	SW6156 RAMIE
FASCIA / TRIM	SW6103 TEA CHEST	SW7523 BURNISHED BRANDY	SW6385 DOVER WHITE
GARAGE DOOR / SIDING	SW6095 TOASTY	SW9089 LLAMA WOOL	SW6172 HARDWARE
FRONT DOOR / SHUTTERS	SW0008 CAJUN RED	SW7622 HOMBURG GRAY	SW6202 CAST IRON
ROOF (SHAKE)	1FBCJ3181 SMOKEY TOPAZ	1FBCJ3181 SMOKEY TOPAZ	1FBCJ3181 SMOKEY TOPAZ
STONE	DEL MARE BURNT OCHRE	DEL MARE BURNT OCHRE	DEL MARE PALERMO

"C" ELEVATIONS FARMHOUSE	SCHEME 7	SCHEME 8	SCHEME 9
STUCCO PAINT BODY	SW7638 JOGGING PATH	SW7517 CHINA DOLL	SW7689 ROW HOUSE TAN
FASCIA / TRIM / GARAGE DOOR	SW7566 WESTHIGHLAND WHITE	SW7566 WESTHIGHLAND WHITE	SW6371 VANILLIN
FRONT DOOR / SHUTTERS	SW6221 MOODY BLUE	SW7705 WHEAT PENNY	SW7740 MESSENGER BAG
ROOF (SLATE)	1FACS6031 LA TERRA BLEND	1FACS6031 LA TERRA BLEND	1FACS6031 LA TERRA BLEND
STONE (RUNNING BOND)	CAST-FIT FRENCH GRAY	CAST-FIT PARCHMENT	CAST-FIT FRENCH GRAY

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



SPANISH
SCHEME # 1

STUCCO PAINT BODY

ROOF

FASCIA / TRIM /
GARAGE DOOR

FRONT DOOR /
SHUTTERS

LENNAR®

Job #: 18005
Date: FEB. 19, 2018

N. DOUGLAS VILLAGE 8

RANCHO CORDOVA, CA

Kevin L. Crook
Architect
Inc

SPANISH
SCHEME # 2

STUCCO PAINT BODY

ROOF

FASCIA / TRIM /
GARAGE DOOR

FRONT DOOR /
SHUTTERS

LENNAR®

Job #: 18005
Date: FEB. 19, 2018

N. DOUGLAS VILLAGE 8

RANCHO CORDOVA, CA

Kevin L. Crook
Architect
Inc

SPANISH
SCHEME # 3

STUCCO PAINT BODY

ROOF

FASCIA / TRIM /
GARAGE DOOR

FRONT DOOR /
SHUTTERS

LENNAR®

Job #: 18005
Date: FEB. 19, 2018

N. DOUGLAS VILLAGE 8

RANCHO CORDOVA, CA

Kevin L. Crook
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Inc

SPANISH “A” EXTERIOR COLOR SCHEMES

CRAFTSMAN
SCHEME # 4

STUCCO PAINT BODY

ROOF

FASCIA / TRIM

GARAGE DOOR / SIDING

FRONT DOOR / SHUTTERS

STONE

LENNAR®

Job #: 18005
Date: FEB. 19, 2018

N. DOUGLAS VILLAGE 8

RANCHO CORDOVA, CA

Kevin L. Crook
Architect
Inc

CRAFTSMAN
SCHEME # 5

STUCCO PAINT BODY

ROOF

FASCIA / TRIM

GARAGE DOOR / SIDING

FRONT DOOR / SHUTTERS

STONE

LENNAR®

Job #: 18005
Date: FEB. 19, 2018

N. DOUGLAS VILLAGE 8

RANCHO CORDOVA, CA

Kevin L. Crook
Architect
Inc

CRAFTSMAN
SCHEME # 6

STUCCO PAINT BODY

ROOF

FASCIA / TRIM

GARAGE DOOR / SIDING

FRONT DOOR / SHUTTERS

STONE

LENNAR®

Job #: 18005
Date: FEB. 19, 2018

N. DOUGLAS VILLAGE 8

RANCHO CORDOVA, CA

Kevin L. Crook
Architect
Inc

CRAFTSMAN “B” EXTERIOR COLOR SCHEMES

FARMHOUSE

SCHEME # 7

STUCCO PAINT BODY

ROOF

FASCIA / TRIM /
GARAGE DOOR

FRONT DOOR /
SHUTTERS

STONE

LENNAR®

Job #: 18005
Date: FEB. 19, 2018

N. DOUGLAS VILLAGE 8

RANCHO CORDOVA, CA

Kevin L. Crook
Architect
Inc

FARMHOUSE

SCHEME # 8

STUCCO PAINT BODY

ROOF

FASCIA / TRIM /
GARAGE DOOR

FRONT DOOR /
SHUTTERS

STONE

LENNAR®

Job #: 18005
Date: FEB. 19, 2018

N. DOUGLAS VILLAGE 8

RANCHO CORDOVA, CA

Kevin L. Crook
Architect
Inc

FARMHOUSE

SCHEME # 9

STUCCO PAINT BODY

ROOF

FASCIA / TRIM /
GARAGE DOOR

FRONT DOOR /
SHUTTERS

STONE

LENNAR®

Job #: 18005
Date: FEB. 19, 2018

N. DOUGLAS VILLAGE 8

RANCHO CORDOVA, CA

Kevin L. Crook
Architect
Inc

AGENDA ITEM 11.1

FARMHOUSE “C” EXTERIOR COLOR SCHEMES

LENNAR®

Kevin L. Crook
Architect
Inc
PLANNING + ARCHITECTURE

06/08/18

#18005

A-20

RANCHO CORDOVA, CA

NORTH DOUGLAS VILLAGE 8

234

Sym.	Revision	Date
NONE	CITY COMMENTS	4/25/18

Drawing Title
**CONCEPTUAL
LANDSCAPE
LAYOUTS**

Date	FEBRUARY 26, 2018
Drawn By	JL
Scale	1/8" = 1'-0"

CL-1
1
235

PLANT SYMBOLS

CONCEPTUAL PLANT LIST

General design intent shall be the creation of a pleasing mix of plant material as needed to maintain visual interest and a varied but somewhat cohesive streetscape throughout the community. See additional notes below.
See container size recommendations in each section below.
Plant density MINIMUM shall be 1 plant per each 16 square feet of planter area.

STREET TREES: ALL 16 GALLON SIZE

Street Tree plantings shall be installed per Planting Notes in these plans.
All street trees shall be planted at 6'-0" behind public sidewalk.
25% of trees shall be 24" box / 30% shall be an evergreen species.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Arbutus 'Marina'	Strawberry tree	L	20X20
Magnolia grandiflora 'St. Mary's'	Compact southern magnolia	M	20X10
Lagerstroemia 'Tuscarora'	Crape myrtle	L	25X20
Chionanthus retusus	Chinese fringe tree	M	20X15

ACCENT TREES: ALL 16 GALLON SIZE

These small accent trees are used as understory trees to the taller street trees above. These trees are installed in the front yards as shown.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Cercis canadensis 'Forest Pansy'	Red-leaf Eastern Redbud	M	20X25
Lagerstroemia 'Dynamite' - Standard	Compact Crape Myrtle	L	15X15
Lagerstroemia 'Zuni' - Standard	Compact Crape Myrtle	L	15X15
Magnolia g. 'Little Gem'	Dwarf southern magnolia	M	15X10

TREES BETWEEN DRIVEWAYS: ALL 16 GALLON SIZE

These small accent trees are installed between the driveways. One tree only shall be installed between 2 driveways as shown on the plans.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Crataegus phaenopyrum	Washington Hawthorn	M	20X20
Malus floribunda 'Prairiefire'	Flowering crabapple	M	25X20

SIDE YARD TREES: ALL 16 GALLON SIZE

These trees are installed along the side yard of corner lots.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Prunus cerasifera 'Krauter Vesuvius'	Purple leaf fruitless plum	M	20X20

FOUNDATION SHRUBS (LARGE): ALL 5 GALLON SIZE

These larger evergreen shrubs are used as a foundation along fence lines where shown.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Fejoa sellowiana	Pineapple guava	L	10X10
Ligustrum texanum	Texas privet	L	10X8
Leptospermum s. 'Guby Glow'	New Zealand tea tree	L	10X8
Xylosma congestum 'Compacta'	Compact shiny xylosma	L	6X6

FOUNDATION SHRUBS (SMALL): ALL 5 GALLON SIZE

These shrubs are used as a smaller foundation layering shrub where shown.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Nandina domestica 'Compacta'	Compact Heavenly Bamboo	L	5X5
Hypericum moserianum	Gold flower	L	4X4
Rosa 'Iceberg'	Iceberg rose	M	5X4
Mahonia aquifolium	Oregon grape	L	5X4

ACCENT SHRUBS: ALL 5 GALLON SIZE

These shrubs are used as striking accent shrubs within each front yard, and are selected for their vibrant flowers, texture, and/or form.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Lagerstroemia - Bush varieties	Bush crape myrtle - all colors	L	6X6
Buddleja 'Buzz' Varieties	Dwarf Butterfly Bush	M	5X5
Loropetalum 'Ever Red'	Compact Chinese Fringe	M	5X5
Juniperus X 'Old Gold'	Old gold juniper	L	3X5

LAYERING SHRUBS (LARGE): ALL 5 GALLON SIZE

These shrubs are used primarily as a lower foundation shrub in front of the porches of each home.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Raphiolepis umbellata minor	Compact india hawthorn	L	4X4
Callistemon 'Little John'	Dwarf bottlebrush	L	4X4
Pittosporum t. 'Golf Ball'	Golf ball kohuhu	M	4X4
Oeanthus 'Skyline'	Compact wild lilac	L	4X6

LAYERING SHRUBS (SMALL): ALL 5 GALLON SIZE

These smaller shrubs are used as smaller companions to the accent shrubs above, and in other locations where a smaller shrub size is warranted.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Rosa 'Drift' varieties	Drift Rose (assorted colors)	M	2X2
Cistus 'Sunset'	Prostrate Rockrose	L	2X6
Lantana - trailing lavender	Trailing Lantana	L	2X5
Lantana - trailing white	Trailing Lantana	L	2X5

LAYERING SHRUBS (ACCENT): ALL 1 GALLON SIZE

These small accent shrubs are used primarily along the entry walk leading to the front porch of each home.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Dianella 'Cassia Blue'	Flax lily	L	2X2
Pennisetum 'Little Bumpy'	Dwarf fountain grass	L	2X2
Erigeron karvinskianus	Santa Barbara daisy	L	2X2
Nandina dom. 'Nana'	Dwarf heavenly bamboo	M	2X2

GRASS-LIKE ACCENTS: ALL 5 GALLON SIZE

These grass-like selections are utilized randomly throughout the landscape as textural accents where shown.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Dietes bicolor	Butterfly Iris	L	4X3
Muhlenbergia cap. 'White Cloud'	White Cloud Deergrass	L	4X3
Muhlenbergia cap. 'Regal Mist'	Pink Muhly Grass	L	4X3

GROUND COVER: ALL 1 GALLON SIZE @ 24" O.C.

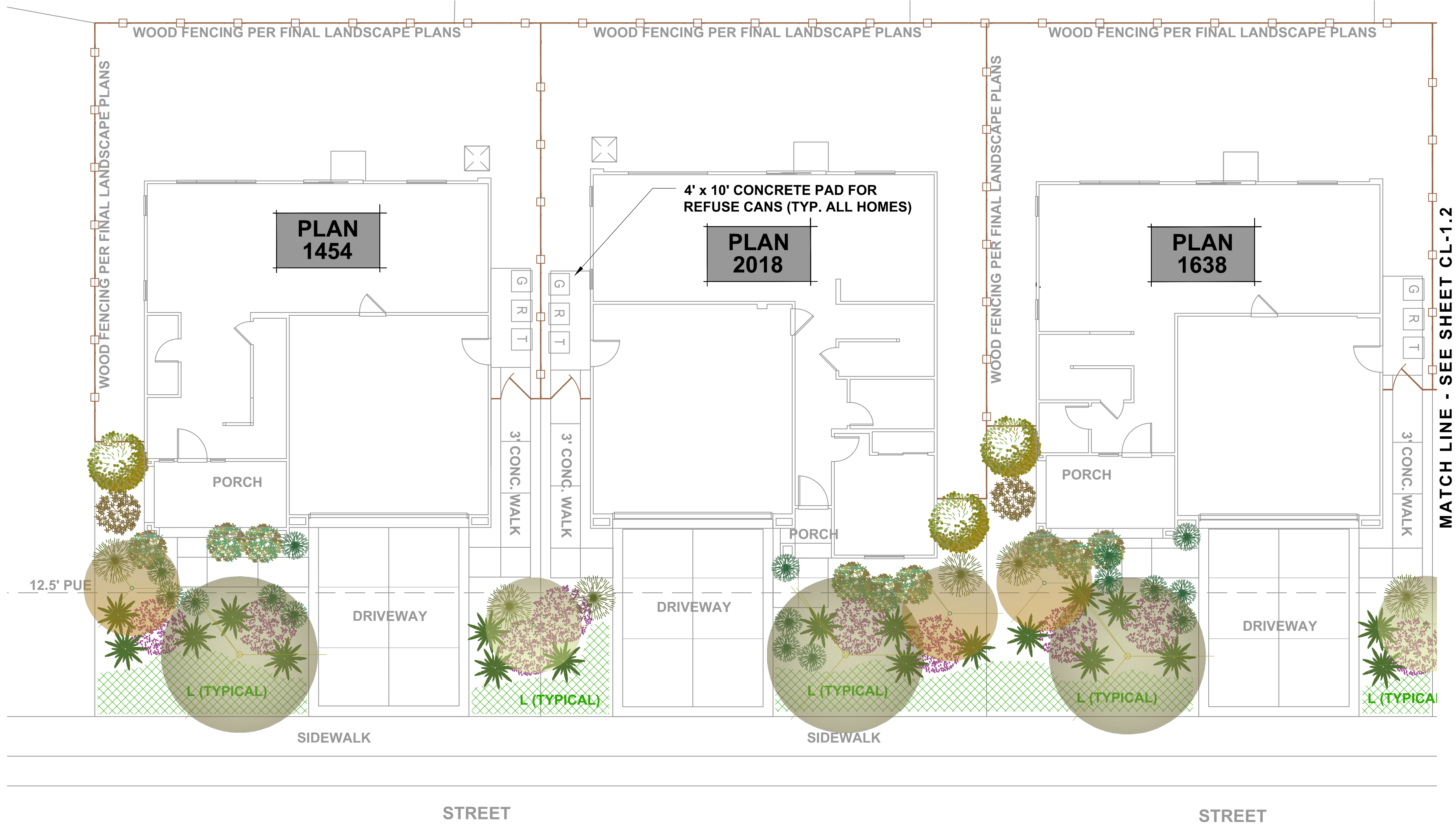
These low, evergreen groundcover is used along the back of the sidewalk as a low, unifying groundcover along the streetscape.

Final Plans shall select from the following list:

PLANT NAME	COMMON NAME	WUCOLS	HT. X W
Myoporum parvifolium 'Putah Creek'	Creeping myoporum	L	1X6
Juniperus conferta 'Blue Pacific'	Shore juniper	L	1X6
Erigeron karvinskianus	Santa Barbara daisy	L	2X2
Cistus salvifolius 'Prostratus'	Prostrate rockrose	L	2X6

GENERAL INSTALLATION NOTES

- Prior to construction, final landscape plans shall be prepared by a licensed landscape architect and shall be certified in accordance with City water conservation requirements.
Landscape Plans shall specify:
 - Planting and installation details and notes including soil amendments.
 - Existing trees on site shall be identified. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place provided on plans.
 - Details of all irrigation (drip, sprinkler, bubbler) as well as equipment such as backflow, controller, and water meter devices identified.
- All tree, shrub, and groundcover selections shall be specified on final plans for each lot within the community.
- All shrub and groundcover areas shall receive a 3" minimum layer of bark topdressing. Bark shall be 'Mocha Chips' as available at Hastie's Sand & Gravel / Sacramento, CA (or equal - submit sample for approval).
- Installer shall apply a pre-emergent herbicide to all shrub and groundcover areas per manufacturer's instructions.
- For all tree planting installations, installer shall leave a 24" diameter area around the base of each tree free of any vegetation. Bark topdressing may be applied in this area.
- Installer shall make every effort to maintain smooth and even grades throughout contract areas, with no abrupt changes in grade where possible.
- All plant material shall conform to the guidelines established by the current American Standard of Nursery Stock, published by The American Association of Nurserymen and the Guideline Specifications for Nursery Tree Quality, published by the Urban Tree Foundation. Landscape Architect reserves the right to reject or substitute unacceptable plant material.
- Installer shall make adjustments to plant types and locations as needed if site conditions warrant necessary changes (planter size, sun exposure, etc.)
- All trees (street trees and accent trees) shall be planted no closer than 60" to any water meter box. All other plant material shall be planted no closer than 30" to any water meter box.
Distance measurements are from 'centerline to centerline' of meter box to tree / shrub trunk.
- All trees shall maintain a 10 foot minimum clearance around all utility poles. All street trees within 10' or less to any street or walkway shall be deep rooted species or be separated from hardscapes with an approved root barrier to prevent damage to public improvements.



TYPICAL PLANTING LAYOUTS

1"= 8'-0"
0 4' 8' 16'

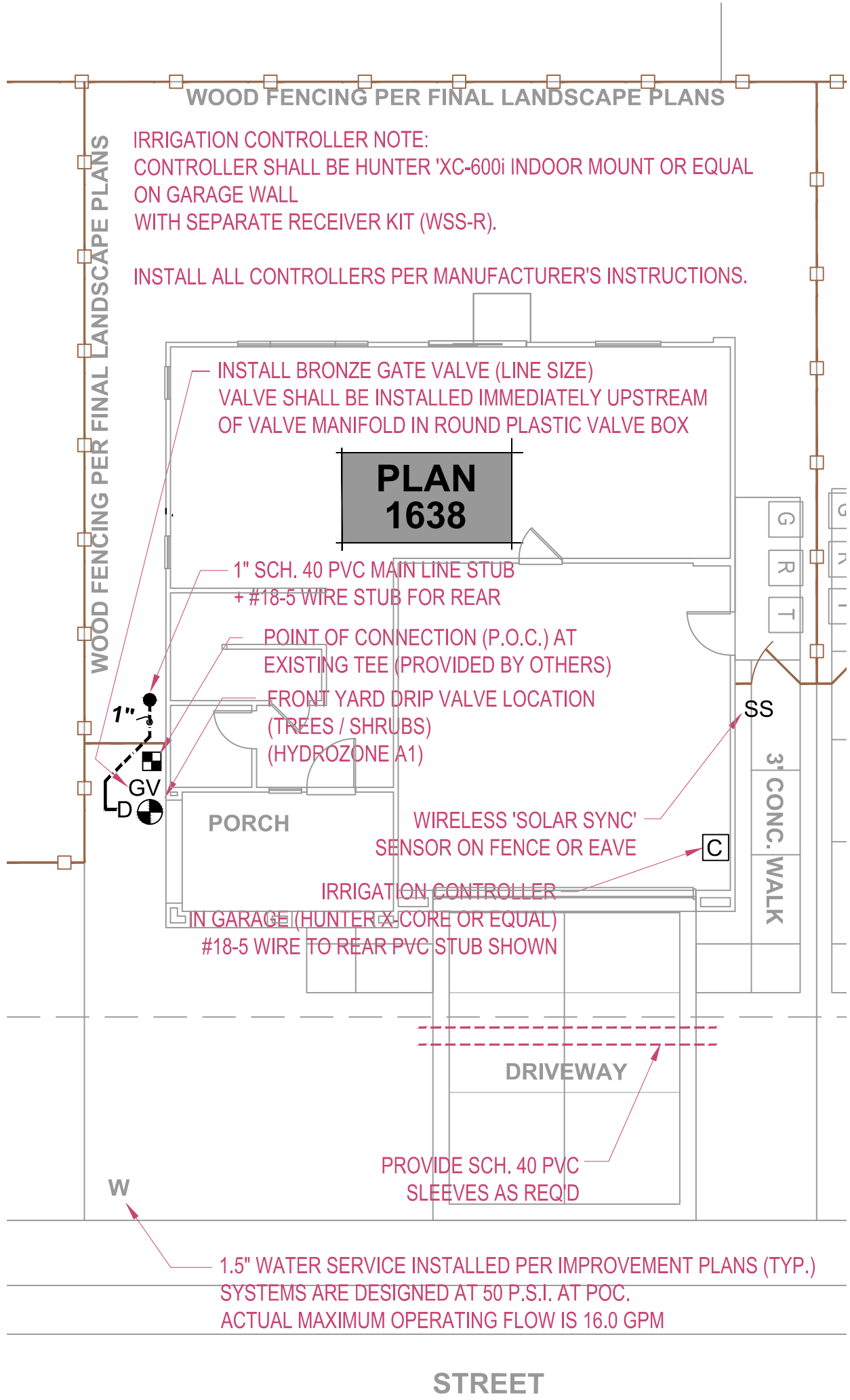
IRRIGATION AND DRAINAGE NOTES:

IRRIGATION:

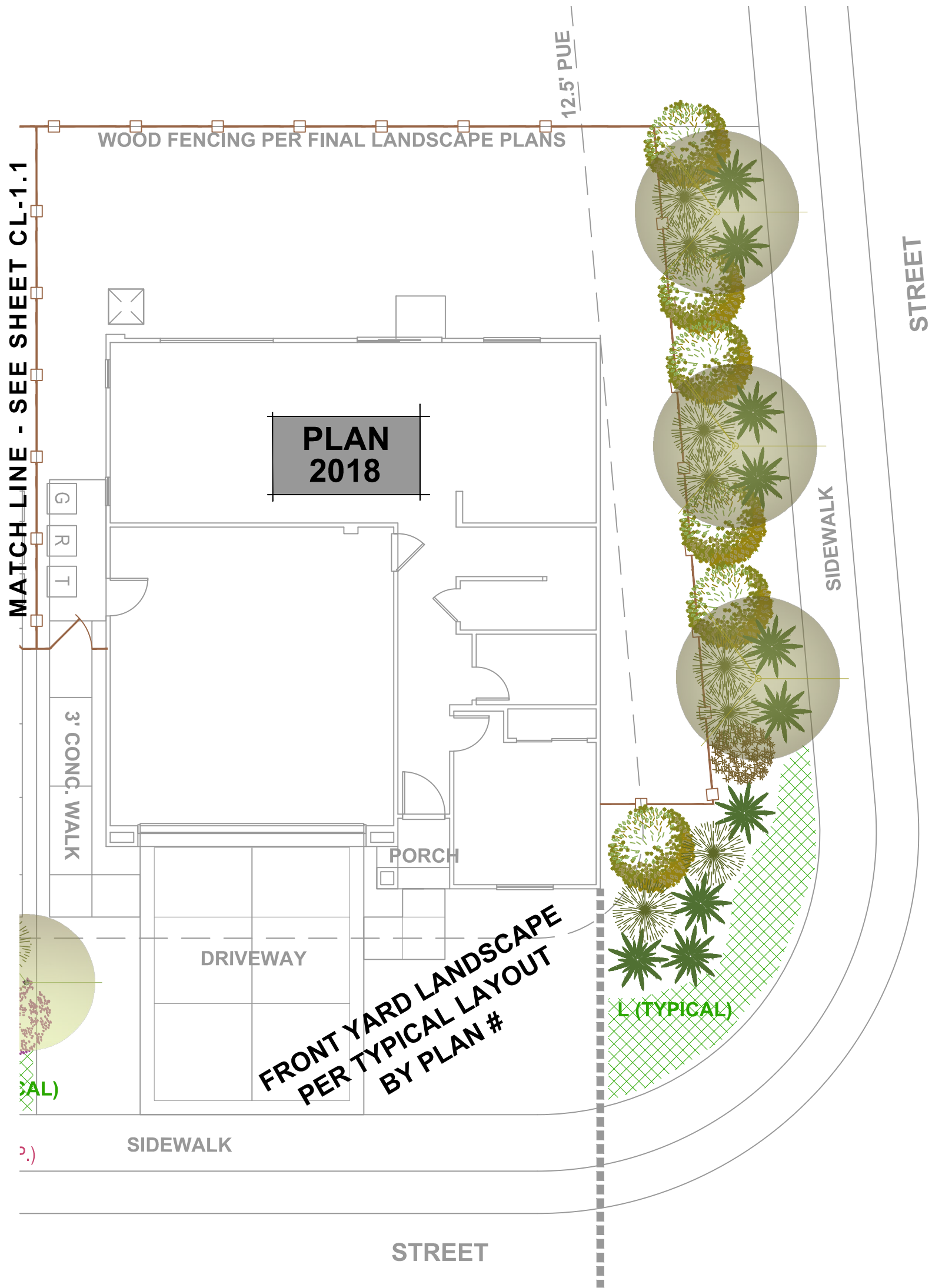
- These irrigation plans are diagrammatic, and represent the work to be installed. All piping, valves, parts, etc. shall be installed in planting areas wherever possible.
- Irrigation system installation shall conform to all local codes and ordinances.
- All main pressure lines under paving surfaces shall be placed in schedule 40 PVC sleeves (verify sleeve locations on site).
- All landscaped areas shall be drip irrigated. Irrigation details and schedules shall be shown on Final Irrigation Plans.
- Install manual bronze gate valve (line size) upstream of front yard valve manifold at P.O.C. for each home.
- Irrigation controllers shall be Hunter X-Core with Wireless SolarSync weather sensor installed for each home per manufacturer's recommendations (ET-based controller system).
- All irrigation emission devices must meet the requirements set in the ANSI standard, ASABE/ICC 802-2014, "Landscape Irrigation Sprinkler and Emitter Standard," All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.
- Water Use shall be demonstrated on Final Landscape Plans, and shall conform to State of CA Conservation Ordinance and all amendments (latest edition).

DRAINAGE:

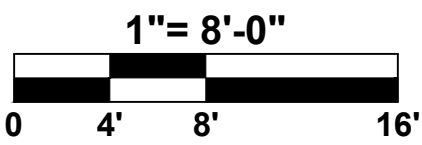
- All areas that cannot be surfaced drained shall be drained using 3" PVC solid drain lines, fittings, inlets, etc. Any areas retaining standing water for more than 2 hours shall be corrected.
- All roof downspouts within property shall be connected to underground drainage system (not shown on plans). This includes all front and rear yard roof downspouts.
- Installer shall place catch basins and / or inlets in appropriate locations throughout each property as needed to minimize standing water (coordinate with homebuilder on site regarding finish grading by others). See standing water condition in note #1 above.
- Installer shall be responsible for providing proper surface drainage throughout site, and in addition, for providing proper clearances per local codes and ordinances at house foundation locations.



TYPICAL IRRIGATION SCHEMATIC - ALL LOTS (PLAN 1638 SHOWN)



TYPICAL CORNER LOT PLANTING LAYOUTS - ALL LOTS (PLAN 2018 SHOWN)



ATTACHMENT 2

Exhibit A to the Resolution

LANDSCAPE ARCHITECTURE • SITE DESIGN

EarthLine
DESIGN

P.O. BOX 661 • ORANGEVILLE - CA • 95662
916.427.884 • www.earthlinedesign.com

NORTH DOUGLAS - VILLAGE 8
CITY OF RANCHO CORDOVA, CALIFORNIA

LENNAR
1420 ROCKY RIDGE DR. - #320 / ROSEVILLE, CA

LICENSED LANDSCAPE ARCHITECT
JAMES ROYMAN LUTTRELL C 40061
Signature
4-2018
Reviewed Date
2-26-2018
Date

Sym.	Revision	Date
NONE	CITY COMMENTS	4/25/18

Drawing Title

CONCEPTUAL LANDSCAPE LAYOUTS

Date
FEBRUARY 26, 2018

Drawn By
JL

Scale
1/8" = 1'-0"

CL-1 2

236

CONDITIONS OF APPROVAL

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
1.	The project shall be constructed in substantial compliance with the approved Design Review Package (Attachment 2) for the three new floor plans, elevations, color and materials sample and preliminary landscape plans to be built in Lennar North Douglas Village 8. Minor modifications may be approved by the Community Development Director at their discretion, and any major changes shall be reported to the City Council.	On-Going	Planning	
2.	The approved project also allows for a 2 foot reduction in the rear yard setback for Lot 39 due to the unique characteristics of the property in which the cul-de-sac bulb out forces the home to be moved backward resulting in a rear yard encroachment. The adjustment shall only be applicable to Lot 39, all other lots shall be held to the minimum 15 foot rear yard setback.	On-Going	Planning	
3.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
4.	Applicant shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityoffranchocordova.org for the status of your account with the City.	On-Going	Finance	

CONDITIONS OF APPROVAL

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
5.	SMUD has existing underground 12kV facilities along the east side of Americanos Boulevard that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.	On-Going	SMUD	
6.	In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.	On-Going	SMUD	
7.	SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property within said easement that unreasonably interferes with those needs.	On-Going	SMUD	
	Prior to Issuance of Building Permits			
8.	Submit Master Plans that include final landscaping and fence plans for review and approval by the Planning Department.	Prior to Building Permit Issuance	Planning	
9.	Final landscape plan shall include the addition of weed barrier installed in Front yard prior to installation of ground cover for each production home.	Prior to Building Permit Issuance	Planning	
10.	Structural setbacks less than 14-feet shall require the Applicant to conduct a pre-engineering meeting with all utilities to ensure proper clearances are maintained.	Prior to Building Permit Issuance	SMUD	

CONDITIONS OF APPROVAL

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
11.	The Applicant shall not place any building foundations within 5-feet of any SMUD trench to maintain adequate trench integrity. The Applicant shall verify specific clearance requirements for other utilities (e.g., Gas, Telephone, etc.).	Prior to Building Permit Issuance	SMUD	
12.	The Applicant shall dedicate a 12.5-foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to all public street rights-of-ways.	Prior to Building Permit Issuance	SMUD	
13.	The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, and service conductors). Information regarding SMUD siting requirements can be found at: https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services .	Prior to Building Permit Issuance	SMUD	
14.	The Applicant shall dedicate and provide all-weather vehicular access for service vehicles that are up to 26,000 pounds. At a minimum: (a) the drivable surface shall be 20-feet wide; and (b) all SMUD underground equipment and appurtenances shall be within 15-feet from the drivable surface.	Prior to Building Permit Issuance	SMUD	
15.	Residential fire sprinkler plans shall be submitted for review and approval to the Sacramento Metropolitan Fire District for all new one and two family dwellings in accordance with the California Residential Code.	Prior to Building Permit Issuance	Sac Metro Fire	
16.	Per the final map, the southernmost parcel of Village 8 (Lot C on the Final Map) shall be dedicated to the Cordova Recreation & Park District in fee title once improved. The District will require the parcel to be improved per CRPD standards prior to parcel acceptance. The Developer will need to submit an application, review fee, and civil and landscape improvement plans to the Cordova Recreation and Park District for review.	Prior to Building Permit Final For Last Model Home	CRPD	
17.	SASD and SRCSD will require additional sewer impact fee payments in accordance with each District's Ordinances. Fees are to be paid prior to	Prior to Building Permit Issuance	SASD	

CONDITIONS OF APPROVAL

ATTACHMENT 3 Exhibit B to the Resolution

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
	the issuance of building permits. Applicants should contact Permit Services Unit at (916) 876-6100 for sewer impact fee information			
18.	Each phase of the development may be pre-plotted and approved before the issuance of the permit for that phase. The following criteria will be used to ensure the project meets the adopted design guidelines: • Two of the same architectural styles or color schemes shall not be placed next to each other. • No two of the same floor plans may be placed next to each other, unless they have different elevations. • Any two story house on a corner shall provide all the window trims and casing, shutters and other enhancements found on the front elevation on all sides, as shown on the design elevations. • Any two story structure placed on a corner lot will be required to have the setbacks for corner lots, as shown within the Design Review Package. • The front yard setbacks for any two adjacent lots shall not be the same distance. A two foot offset shall be the minimum setback required to meet this condition with the exception of Lots 3 & 4 and 41 & 42. • Man doors are required in the garage to exit into the sideyard. • Garage doors with windows shall be standard for all elevations and shall not be considered an option/upgrade.	Prior to Building Permit Issuance	Planning	
19.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Title 4 of the Sacramento County Water Agency (SCWA) Code.	Prior to Building Permit Issuance	Sac Area Water	

CONDITIONS OF APPROVAL

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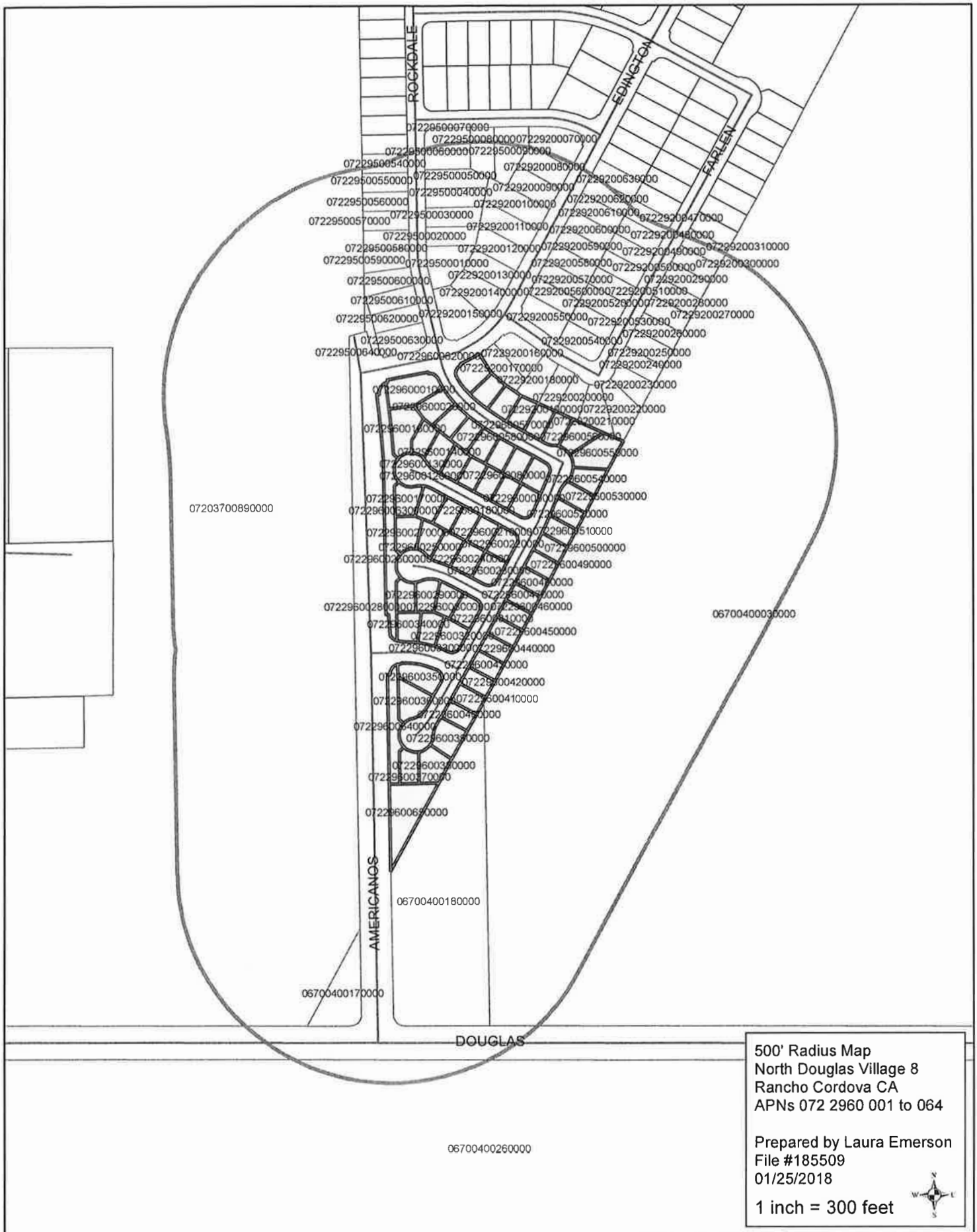
		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date and Signature)
20.	Prior to issuance of any building permits for the project, the project shall conform to the specific provisions of the City of Rancho Cordova Landscaping Ordinance (Municipal Code Title 23, Chapter 23.716).	Prior to Building Permit Issuance	Sac Area Water	
	Prior to Final Inspection			
21.	The final building finishes and the front and street side yard landscaping shall be inspected for consistency with approved Design Review plans. Inspection request will be required of the Planning Department, prior to final inspection by the Building Department.	Prior to Final Occupancy	Planning	
22.	Concrete paths must connect man doors to driveways as shown on the submitted landscape plan and an additional 4'x10' concrete pad shall be installed by the developer for the storage of garbage receptacles behind the fence line.	Prior to Final Occupancy	Planning	
23.	Side yard gates shall swing outward toward the public right of way to maximize useable storage space for garbage receptacles and provide easier access.	Prior to Final Occupancy	Planning	
24.	Each home must be equipped with adequate outdoor lighting as well as an illuminated address plate located on the front elevation.	Prior to Final Occupancy	Planning	
25.	All side and rear elevations on corner lots and lots adjacent to Americanos Blvd and Edington Drive must contain additional architectural enhancements as shown as dashed in the Design Review Package.	Prior to Final Occupancy	Planning	
26.	Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less	Prior to Final Occupancy	Sac Metro Fire	

CONDITIONS OF APPROVAL

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	than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.			
27.	Residential roof coverings shall consist of materials having a minimum Class C rating.	Prior to Final Occupancy	Sac Metro Fire	

North Douglas Village 8, Rancho Cordova



File# 185509
North Douglas Village 8
Rancho Cordova CA
APN(s) 072 2960 001 to 064
500' Owner & Renter/Lessees
January 25 2018

917 Glenneyre Street, Suite 7 • Laguna Beach, CA 92651
PHONE (949) 494-6105 • FAX (949) 494-7418

067 0040 003 0000
Mizoguchi Trust
6985 Havenhurst Dr
Sacramento CA 95831

067 0040 017 0000
Lal Brothers LLC
3400 Watermarke Pl
Irvine CA 92612

067 0040 018 0000
Lal Brothers LLC
3400 Watermarke Pl
Irvine CA 92612

067 0040 026 0000
Lal Brothers LLC
3400 Watermarke Pl
Irvine CA 92612

072 0370 089 0000
Aerojet General Corp
Po Box 13222
Sacramento CA 95813

072 2920 007 0000
Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

072 2920 008 0000
Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

072 2920 009 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville CA 95661

072 2920 010 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville CA 95661

072 2920 011 0000
Lennar Homes Ca Incorporated
1420 Rocky Ridge Dr #320
Roseville CA 95661

072 2920 012 0000
Lennar Homes Ca Incorporated
1075 Creekside Ridge Dr #100
Roseville CA 95678

072 2920 013 0000
Lennar Homes Ca Incorporated
1075 Creekside Ridge Dr #100
Roseville CA 95678

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Lennar Homes Ca Incorporated
1075 Creekside Ridge Dr #100
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072 2920 015 0000
Ms Rialto North Douglas Ca LLC
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Roseville CA 95661

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Roseville CA 95661

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Ms Rialto North Douglas Ca LLC
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Ms Rialto North Douglas Ca LLC
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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

ATTACHMENT 4

072 2920 026 0000
Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

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Ms Rialto North Douglas Ca LLC
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Miami FL 33172

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Ms Rialto North Douglas Ca LLC
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Miami FL 33172

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Ms Rialto North Douglas Ca LLC
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Lennar Homes Of California Inc
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Roseville CA 95661

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Lennar Homes Of California Inc
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Roseville CA 95661

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Lennar Homes Of California Inc
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Roseville CA 95661

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Lennar Homes Of California Inc
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Lennar Homes Of California Inc
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Lennar Homes Of California Inc
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Roseville CA 95661

072 2920 063 0000
Lennar Homes Of California Inc
1420 Rocky Ridge Dr #320
Roseville CA 95661

072 2950 001 0000
Austin & Shelly Brewer
3785 Rockdale Dr
Rancho Cordova CA 95742

072 2950 002 0000
Brenda Prado
3779 Rockdale Dr
Rancho Cordova CA 95742

072 2950 003 0000
Louis & Irene Garcia
3775 Rockdale Dr
Rancho Cordova CA 95742

072 2950 004 0000
Suzanna Anderson
3771 Rockdale Dr
Rancho Cordova CA 95742

072 2950 005 0000
Matthew Lawley
3767 Rockdale Dr
Rancho Cordova CA 95742

072 2950 006 0000
Steven & Carley Thetford
3763 Rockdale Dr
Rancho Cordova CA 95742

072 2950 007 0000
Alisa & Edward Osako
3759 Rockdale Dr
Rancho Cordova CA 95742

ATTACHMENT 4

072 2950 008 0000
Brandon Nassirian
12558 Cordonia Way
Rancho Cordova CA 95742

072 2950 009 0000
Richard & Renee Bentley
12562 Cordonia Way
Rancho Cordova CA 95742

072 2950 054 0000
David & Carole Babinger
3762 Rockdale Dr
Rancho Cordova CA 95742

072 2950 055 0000
Angela Schaub
3766 Rockdale Dr
Rancho Cordova CA 95742

072 2950 056 0000
Nil & Joseline Laryea
3770 Rockdale Dr
Rancho Cordova CA 95742

072 2950 057 0000
Ajit & Archana Roy
3774 Rockdale Dr
Rancho Cordova CA 95742

072 2950 058 0000
Julian & Kristy Padilla
3778 Rockdale Dr
Rancho Cordova CA 95742

072 2950 059 0000
Uday Sant
3782 Rockdale Dr
Rancho Cordova CA 95742

072 2950 060 0000
Patrick Klutz
3786 Rockdale Dr
Rancho Cordova CA 95742

072 2950 061 0000
Samuel & Kyndra Kamande
3790 Rockdale Dr
Rancho Cordova CA 95742

072 2950 062 0000
Lennar Homes Of California Inc
1420 Rocky Ridge Dr #320
Roseville CA 95661

072 2950 063 0000
Bryan & Holly Devore
3798 Rockdale Dr
Rancho Cordova CA 95742

072 2950 064 0000
Cordova Recreation & Park District
1420 Rocky Ridge Dr #320
Roseville CA 95661

072 2960 001 0000
Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

072 2960 002 0000
Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

072 2960 003 0000
Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

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700 NW 107th Ave
Miami FL 33172

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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
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700 NW 107th Ave
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700 NW 107th Ave
Miami FL 33172

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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
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Ms Rialto North Douglas Ca LLC
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072 2960 051 0000
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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
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Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

072 2960 061 0000
Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

072 2960 062 0000
Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

072 2960 063 0000
Cordova Recreation & Park District
1420 Rocky Ridge Dr #320
Roseville CA 95661

072 2960 064 0000
Cordova Recreation & Park District
1420 Rocky Ridge Dr #320
Roseville CA 95661

072 2960 065 0000
Ms Rialto North Douglas Ca LLC
700 NW 107th Ave
Miami FL 33172

072 2920 007 0000
Occupant
3742 Edington Dr
Rancho Cordova CA 95742

072 2920 008 0000
Occupant
3746 Edington Dr
Rancho Cordova CA 95742

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Occupant
3752 Edington Dr
Rancho Cordova CA 95742

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Occupant
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Rancho Cordova CA 95742

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Occupant
3785 Edington Dr
Rancho Cordova CA 95742

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12504 Farlen Cir
Rancho Cordova CA 95742

ATTACHMENT 4

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12508 Farlen Cir
Rancho Cordova CA 95742

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Occupant
12512 Farlen Cir
Rancho Cordova CA 95742

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Occupant
12516 Farlen Cir
Rancho Cordova CA 95742

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Occupant
12520 Farlen Cir
Rancho Cordova CA 95742

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Occupant
12524 Farlen Cir
Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Occupant
12532 Farlen Cir
Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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12552 Farlen Cir
Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Occupant
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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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3751 Edington Dr
Rancho Cordova CA 95742

072 2920 062 0000
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3747 Edington Dr
Rancho Cordova CA 95742

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Occupant
3743 Edington Dr
Rancho Cordova CA 95742

ATTACHMENT 4

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Occupant
3794 Rockdale Dr
Rancho Cordova CA 95742

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Occupant
3808 Ivan Way
Rancho Cordova CA 95742

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Occupant
3820 Ivan Way
Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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Occupant
3800 Ivan Way
Rancho Cordova CA 95742

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3812 Ivan Way
Rancho Cordova CA 95742

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Occupant
3824 Ivan Way
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Rancho Cordova CA 95742

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Occupant
12548 Ivywild Ct
Folsom CA 95762

ATTACHMENT 4

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Rancho Cordova CA 95742

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Occupant
12545 Kenne Dr
Rancho Cordova CA 95742

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Rancho Cordova CA 95742

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3827 Ivan Way
Rancho Cordova CA 95742

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Occupant
3815 Ivan Way
Rancho Cordova CA 95742

ATTACHMENT 4

072 2960 060 0000

Occupant

3811 Ivan Way

Rancho Cordova CA 95742

072 2960 061 0000

Occupant

3807 Ivan Way

Rancho Cordova CA 95742

072 2960 062 0000

Occupant

3801 Ivan Way

Rancho Cordova CA 95742

SACRAMENTO SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

SACRAMENTO COUNTY WATER
AGENCY
10151 FLORIN ROAD
SACRAMENTO CA 95829

PG&E
2730 GATEWAY OAKS DRIVE
SACRAMENTO CA 95833

PG&E
343 SACRAMENTO STREET
AUBURN CA 95603

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SMUD
6301 S STREET MS B404
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE
10545 ARMSTRONG AVE STE 310
MATHER CA 95655

FOLSOM CORDOVA UNIFIED SCHOOL
DISTRICT
1965 BIRKMONT DRIVE
RANCHO CORDOVA CA 95742

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

Lennar North Douglas Village 8

DD9760 – August 6, 2018

Major Design Review & Adjustment

Nicholas Sosa, Assistant Planner



North Douglas Village 8

- Part of the larger North Douglas Subdivision approved in 2006
- Total 62 Homes
- Zoned RD-10 with lots 45' wide x 70' deep
- All two story homes ranging from 1,454 to 2,018 sq. ft.

Project Request

- The Applicant, Lennar Homes of CA, is requesting a Major Design Review for North Douglas Village 8
 - 62 single family units
 - 3 floor plans ranging from 1,454 to 2,018 square feet
 - 3 elevations (Spanish, Craftsman, and Farmhouse)
- The Applicant is also requesting an Adjustment for a rear setback reduction for Lot 39 of the Subdivision due to unique site conditions for this lot.

IVAN WAY



- 15' Rear yard Setback
- 5' Interior Side Setback
- 19' Garage Setback
- 15' Living Area Setback
- 12.5' Street Side Setback

- Three floor plans ranging from 1,454 sqft to 2,018 sqft.
- Three elevations are proposed for each floor plan; Spanish, Craftsman, and Farmhouse Style.
- Elevations are proposed in three color schemes for each elevation.



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Refer to landscape drawings for wall, tree, and shrub locations

"A" - SPANISH

Incorporates recessed windows and doors in a stucco wall plane with arched soffits, plank type shutters, with "clay" pipe detailing in the gables and "S" tile roof in a combinations of gable and hip roofs.



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Refer to landscape drawings for wall, tree, and shrub locations

"B" - CRAFTSMAN

Incorporates recessed windows and doors in a stucco wall plane with trimmed head, jams, and sills, craftsman type shutters, and mullions, siding and outlookers at gable ends along with angled columns with stone base.



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Refer to landscape drawings for wall, tree, and shrub locations

"C" - FARMHOUSE

Incorporates recessed windows with horizontal mullions, cut stone columns at porches, out lookers at forward facing gables, thin header and sill trim, slate tile roof along with horizontal banding and shed roofs at select locations.

Plan 1,454

ATTACHMENT 5



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SPANISH "A"



AGENDA ITEM 11.1

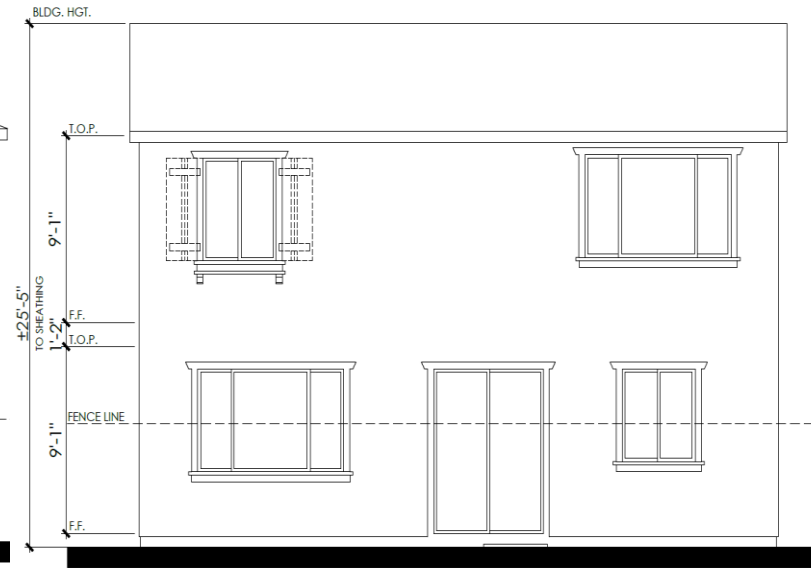
ELEMENTS SHOWN DASHED SHALL OCCUR ON LOTS ADJACENT TO PUBLIC RIGHT OF WAYS REQUIRING ENHANCEMENTS

REAR



© 2017 Kevin L. Crook Architect, Inc. Refer to landscape drawings for wall, tree, and shrub locations

CRAFTSMAN "B"



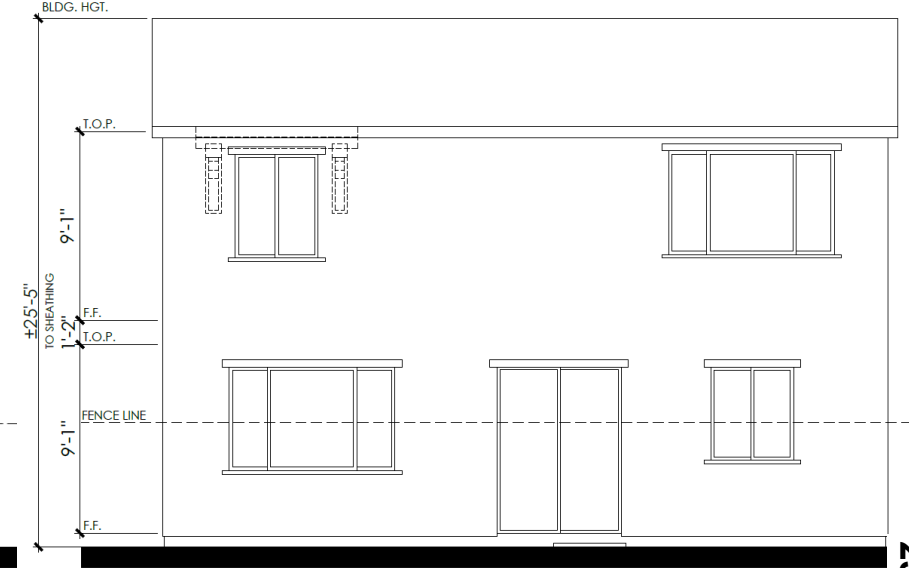
ELEMENTS SHOWN DASHED SHALL OCCUR ON LOTS ADJACENT TO PUBLIC RIGHT OF WAYS REQUIRING ENHANCEMENTS

REAR



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FARMHOUSE "C"



ELEMENTS SHOWN DASHED SHALL OCCUR ON LOTS ADJACENT TO PUBLIC RIGHT OF WAYS REQUIRING ENHANCEMENTS

REAR

Plan 1,638

ATTACHMENT 5



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Refer to landscape drawings for wall, tree, and shrub locations

SPANISH "A"



© 2017 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

CRAFTSMAN "B"



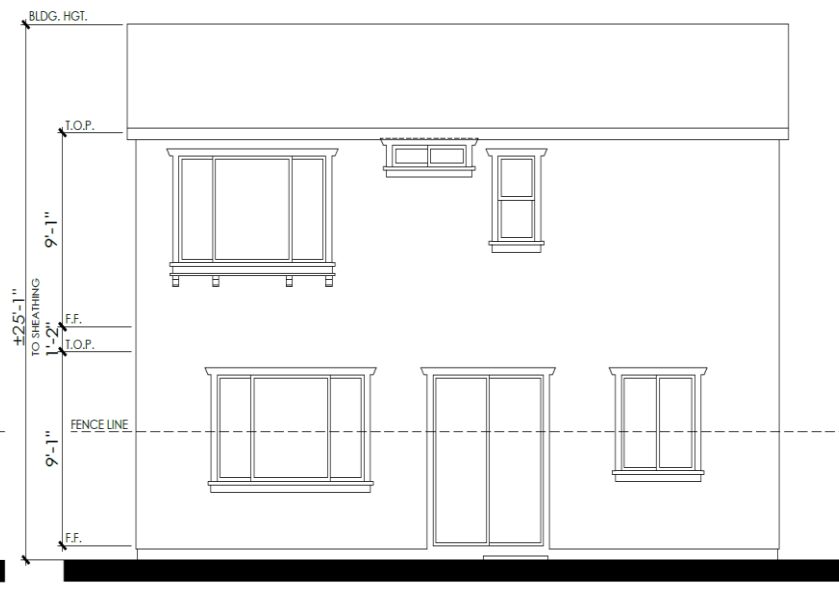
© 2017 Kevin L. Crook Architect, Inc.

Refer to landscape drawings for wall, tree, and shrub locations

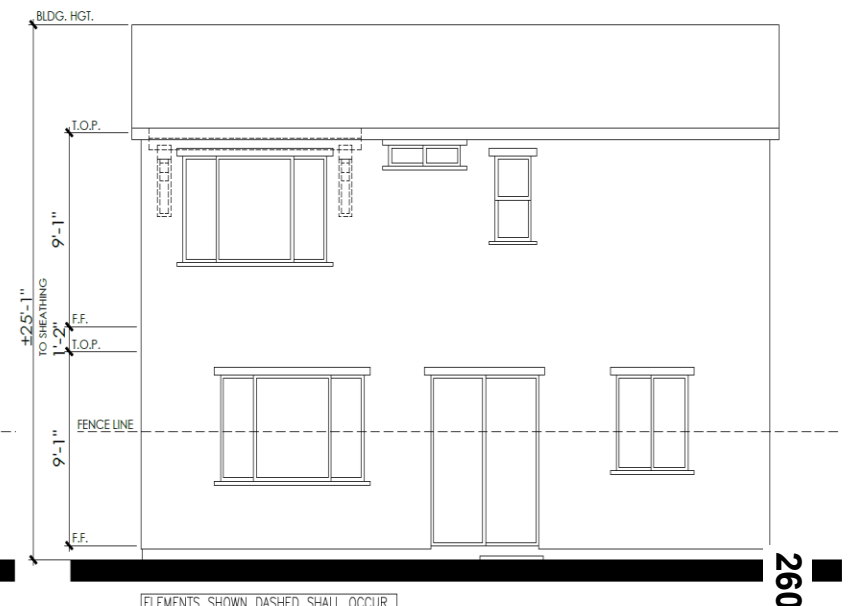
FARMHOUSE "C"



REAR



REAR



REAR

ELEMENTS SHOWN DASHED SHALL OCCUR ON LOTS ADJACENT TO PUBLIC RIGHT OF WAYS REQUIRING ENHANCEMENTS

Plan 2,018

ATTACHMENT 5



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Refer to landscape drawings for wall, tree, and shrub locations © 2017 Kevin L. Crook Architect, Inc.



Refer to landscape drawings for wall, tree, and shrub locations © 2017 Kevin L. Crook Architect, Inc.

SPANISH "A"



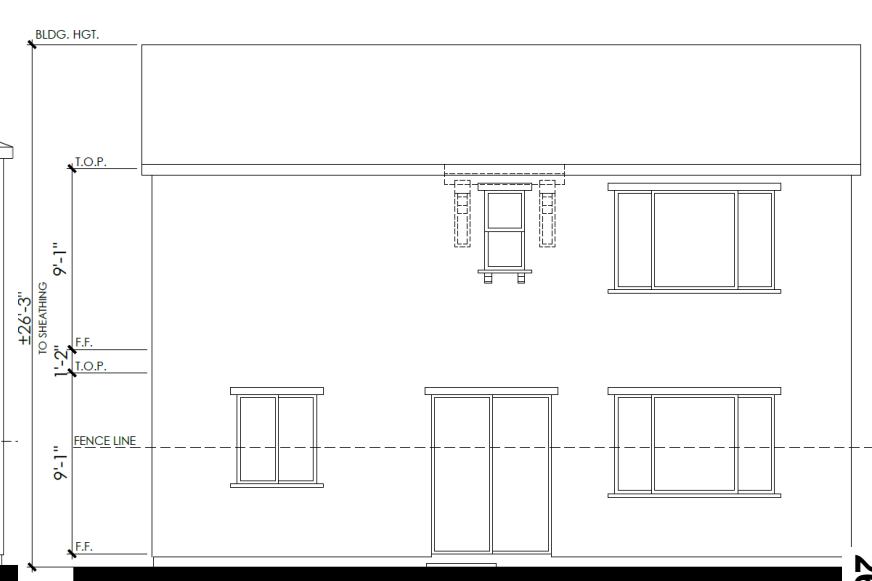
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CRAFTSMAN "B"



REAR

FARMHOUSE "C"



REAR

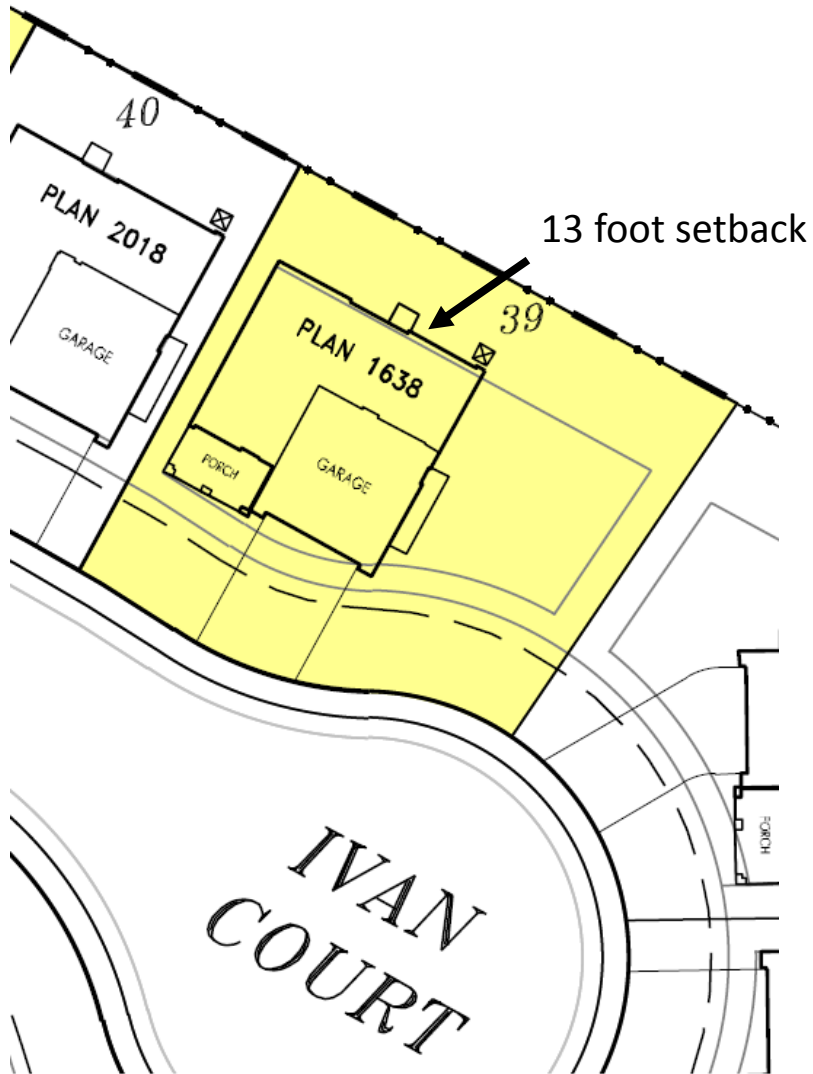
AGENDA ITEM 11.1

Typical Landscape/Hardscape Plan ATTACHMENT 5

- Landscape plans include drought tolerant plants and trees.
- The landscape plan also shows a 4-foot x 10-foot concrete slab poured behind the fence for the storage of 3 garbage receptacles.
- The project has been conditioned to utilize weed barrier prior to the installation of ground cover to keep weeds to a minimum.



Adjustment



- The City Zoning Code allows for up to a 30% setback reduction with approval by the City Council. The applicant is requesting a 13% (2 foot) reduction for lot 39.
- The home needed to be moved back to meet required front setbacks.
- The home will meet the required front setback however the rear yard setback will be reduced from 15 feet down to 13 feet.

Recommended Motions

Staff recommends that the City Council:

- Adopt the Resolution approving the Major Design Review and Adjustment for North Douglas Village 8 subject to the Findings and Conditions of Approval (**Exhibit A and Exhibit B**) and find the project exempt from further CEQA review.

QUESTIONS??

MEMORANDUM

DATE: August 6, 2018
TO: Honorable Mayor and Council Members
FROM: Stefan Heisler, Reinvestment Analyst



SUBJECT: SECOND AMENDMENT TO THE MATHER VETERANS VILLAGE PHASE 2 DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

RECOMMENDATION

Adopt Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will allow the City Manager to: **1)** execute the Second Amendment to the Disposition, Development and Loan Agreement (“DDLA”) with Veterans Resource Centers of America (“Developer”) for the Mather Veterans Village Phase 2 transitional housing project (“Project”), **2)** execute the Agreement Regarding the Allocation and Expenditure of County Funds for the Mather Veterans Village Phase 2 Project (“County Funds Agreement”) committing an additional \$1,000,000 of County grant funds to the Project, and **3)** commit additional City funding and forgive Project repayments to the City in the total amount of \$605,000. The second amendment to the DDLA will include new language to incorporate additional funding from Sacramento County, the inclusion of a new exhibit for the additional County funding and the revision of several exhibits to reflect the final Project financing and timing in order to prepare for a construction loan closing later in August, 2018.

BACKGROUND

Mather Veterans Village Phase 2 is now fully designed, ready to obtain all construction permits and is approaching a projected construction loan closing date of August 15, 2018; however, an additional funding gap has been identified. The DDLA was originally approved April 8, 2015 via Resolution 37-2015. It was extended via an Agreement to Extend Times of Performance on March 20, 2017 and was amended on January 2, 2018 to reflect funding requirements from the California Department of Finance Community-Based Transitional Housing (CBTH) program. In preparation for the construction loan close and construction start, a second amendment to the DDLA and an update to several exhibits are requested to finalize the documents guiding the orderly development and operation of the facility. Additionally, before construction can begin the final funding gap must be filled.

City Funding Request

The Developer is requesting additional funding due to very large construction cost increases that have been experienced in the last six months. Specifically, the Developer is requesting forgiveness of the City Predevelopment Loan in the amount of \$330,000, annulment of the

required \$100,000 payment in the DDLA to City for City Project Costs, and commitment of \$175,000 of new money. The total of these amounts is \$605,000, however only \$175,000 is new money. The remainder of this request consists of forgiveness of City funds already spent and annulment of a payment that the City would have received from the Developer.

As explained in the attached VRCA Funding Request Letter, in late 2017 the Project budget included a substantial contingency fund (over 15% of the construction budget) for construction cost increases. At that time it was known that construction costs were increasing rapidly but the final costs were not known until the Project went out for formal construction bids. When the final bids were received in May, 2018, and after several rounds of value engineering to reduce construction costs, the final construction numbers were \$400,000 greater than the formerly anticipated contingency funds. These construction costs are final, and the budget now includes a contingency of only 3.25% of the construction costs.

To fund this \$605,000 request City staff recommends annulling the payment to the City for City costs required in the DDLA of \$100,000, and increasing the City's Permanent Loan to the Project by \$505,000 to repay the City's Predevelopment Loan of \$330,000 and fund the new money amount of \$175,000. City Staff recommends funding this partly through the City's Redevelopment Agency Low Income Set-Aside "boomerang funds". With the dissolution of Redevelopment Agencies (RDA), the City's RDA was required to pay back to the City certain funds, also known as boomerang funds. Of these, the City has received \$235,000 of low income set-aside funds. This is a one-time amount the City will receive from its RDA, and these funds must be spent on a low-income project in the City. City Staff recommends that \$175,000 of this fund be committed to Mather Veterans Village Phase 2 and added to the City Permanent Loan to complete the Project financing and allow the Project to begin construction this month.

The final City Permanent Loan to the Project would be \$2,505,000. This would include \$2,000,000 from Sacramento County, \$175,000 of City RDA boomerang funds, and \$330,000 of City funding that has already been spent on the Project through the Predevelopment Loan.

City Staff also looked at other alternatives to cover this funding gap, but were unable to identify a suitable alternative. While additional funding sources do exist for homeless housing projects and veterans housing projects, waiting to apply for these sources would make the Project vulnerable to additional cost increases, add at least 12 months to the Project timeline and would jeopardize the existing funding sources, as well as delay the complete provision of services to Phases 1 and 3, which could jeopardize those phases due to their services commitments made to their own funders. Additionally, City Staff explored whether construction could start without the final funding sources being identified. However, in consultation with the City Attorney, it was determined that that route does not follow best practices, would not guarantee repayment of funding commitments, and would likely delay the completion of construction resulting in increased Project costs. Therefore, City Staff's recommendation is to provide additional City funding as described in the paragraphs above.

DDLA Amendments

The second amendment to the DDLA includes new language in Sections 6.1 and 6.6 to incorporate the additional County funding in the amount of \$1,000,000 provided to the Project in December, 2017, includes several minor administrative edits to other sections, updates to two exhibits and the incorporation of one new exhibit. It will also remove the repayment to the City for City costs of \$100,000.

The exhibit changes update Exhibit H, permit needed future changes to Exhibit K, and incorporate a new Exhibit P. The update to Exhibit H, the Development and Performance Schedule, adds the new dates of performance agreed to in the Agreement to Extend Times of Performance, but were not changed in the exhibit at that time. Exhibit K, the Conditionally Forgivable Loan Agreement, will be updated to include the increase of the City Loan by \$1,000,000 incorporating the additional County funds, the Department of Finance Community-Based program goal during the first 10 years of Project operations to have at least 40 percent of residents who have been released from State prison or County jails having served sentences for one or more felonies or misdemeanors, and other administrative edits to clean up the document and prepare it for the construction loan closing.

The new Exhibit P, the additional County Funding Agreement, is incorporated to include the Project requirements in that agreement for the additional \$1,000,000 of County funds.

FISCAL IMPACT

Adopting this Resolution will commit additional City funds to this Project. The City will not receive \$100,000 in repayment of City staff and legal Project costs, will not be repaid \$330,000 of General Funds loaned to the Project through its Predevelopment Loan and will commit an additional \$175,000 of RDA low-income set aside boomerang funds to the Project. By increasing the City's conditionally forgivable Permanent Loan to the Project by these last two amounts, or \$505,000, it is remotely possible, though unlikely, that the City will be repaid these amounts.

Also, by executing the additional County Funds Agreement, the City does have a small risk of having to repay up to \$1,000,000 to Sacramento County if the Project does not complete construction by December 31, 2020. However, through discussion with the City Attorney, City Staff feel there is enough time allowed and protection provided in this document to minimize the risk to the City.

ATTACHMENTS

1. Resolution
2. Second Amendment to Disposition, Development and Loan Agreement
3. VRCA Funding Request Letter

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA,
STATE OF CALIFORNIA, AUTHORIZING A SECOND AMENDMENT TO THE
EXISTING DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT WITH
VETERANS RESOURCE CENTERS OF AMERICA, EXECUTE THE AGREEMENT
REGARDING THE ALLOCATION AND EXPENDITURE OF COUNTY FUNDS, AND
COMMIT ADDITIONAL CITY FUNDING FOR THE DEVELOPMENT OF THE MATHER
VETERANS VILLAGE PHASE 2 TRANSITIONAL HOUSING PROJECT**

WHEREAS, the City Council of the City of Rancho Cordova ("City"), pursuant to Resolution No. 37-2015, entered into a Disposition, Development and Loan Agreement ("DDLA") with Vietnam Veterans of California, Inc., dba Veterans Resource Centers of America ("Developer"), for the development of a 48-bed transitional housing facility ("Project"), the second phase of the Mather Veterans Village; and

WHEREAS, the DDLA was extended via an Agreement to Extend Times of Performance on March 20, 2017, and was first amended on January 2, 2018 through Resolution No. 135-2017; and

WHEREAS, Staff recommends certain amendments to the DDLA, including new language to incorporate \$1,000,000 of additional funding from Sacramento County, the inclusion of a new exhibit for the additional County funding and the revision of several exhibits to reflect the final Project financing and timing in order to prepare for a construction loan closing later in August, 2018; and

WHEREAS, due to rapid construction cost increases the Project requires additional City funding commitments in the amount of \$605,000; and

WHEREAS, the City desires to enter into a Second Amendment to Disposition, Development and Loan Agreement ("Second Amendment") with Developer for development of the Project, execute an Agreement Regarding the Allocation and Expenditure of County Funds for the Mather Veterans Village Phase 2 Project ("County Agreement") with Sacramento County to allocate additional funding to the Project, and commit additional City funding to the Project to fill a final Project funding gap.

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

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

pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Second Amendment and County Agreement may have a significant effect on the environment.

Section 2 The City Council finds that the Project is located outside of the City's redevelopment project areas but will be of benefit to those project areas by providing affordable housing to persons who work, shop and use facilities within those redevelopment project areas.

Section 3 The City Council authorizes the City Manager, or his designee, on behalf of the City, to execute the Second Amendment to the DDLA with the Developer and the County Agreement, substantially in the form attached to the accompanying Staff Report, and to execute such other instruments and take such other actions as may be necessary or appropriate to carry out the intent of this Resolution.

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

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 6th day of August, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Stacy Leitner, City Clerk

ATTACHMENT 2

**SECOND AMENDMENT
TO
DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT**

THIS SECOND AMENDMENT TO DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT (this “**Second Amendment**”), dated as of August 6, 2018, is entered into by and between the CITY OF RANCHO CORDOVA, a California municipal corporation (“**City**”), and Vietnam Veterans of California, Inc., a California nonprofit public benefit corporation, dba Veterans Resource Centers of America (“Developer” or “VRCA”). City and Developer are herein individually referred to as “Party” and collectively referred to as the “**Parties.**”

RECITALS

- A. The Parties entered into a Disposition, Development and Loan Agreement dated as of April 8, 2015 (the “**Original DDLA**”), pertaining to the Phase 2 component of the Mather Veterans Village project (the “**Project**”) as more fully described in the Original DDLA.
- B. The Parties entered into an Agreement to Extend Times of Performance on March 20, 2017, and entered into a First Amendment to Disposition, Development and Loan Agreement on January 2, 2018 to reflect funding requirements from the California Department of Finance Community-Based Transitional Housing (CBTH) program (the Original DDLA, as amended by the foregoing documents, is referred to herein as the “**DDLA**”).
- C. The Parties have determined that additional changes should be made to the DDLA to update the DDLA prior to entering into the construction phase of the Project, and desire to amend the DDLA to reflect those certain modifications, and jointly rely upon the provisions of Sections 9.6, 13.5 and 13.9 of the DDLA in doing so.

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

- 1. The DDLA is hereby amended as follows:
 - a) Section 4.7 is hereby amended to read as follows:

“4.7 Escrow. Escrow shall be opened at the office of Fidelity National Title Company, 1375 Exposition Blvd #240, Sacramento, CA 95815, attention: Sara Rewinkle (“**Title Company**” or “**Escrow Agent**”), in order to consummate the closing of escrow (“**Closing**”) for the transactions contemplated hereby.”
 - b) Section 6.1 is hereby amended to read as follows:

“6.1 City Permanent Loan. City agrees to provide a no-interest, forgivable permanent loan to Developer, to be used primarily as “gap” financing for the Project, in the total principal amount not to exceed Two Million Five Hundred and Five Thousand Dollars (\$2,505,000.00) (“**Permanent Loan**”). The Permanent Loan shall be funded from a combination of sources including County 2003 and 2008 Mather Taxable

ATTACHMENT 2

Bond Funds and County General Funds, additional County grant funds and City funds, as set forth below.

a. Original County Funds. The first One Million Dollars (\$1,000,000.00) of the proceeds of the Permanent Loan (“**Original County Funds**”) shall be disbursed by the City for development of the Project upon the terms and conditions and for the purposes set forth in this Agreement, including all terms and conditions found in the Inter-Agency Project Agreement, the form of which is attached as **Exhibit O** to this DDLA and incorporated herein by reference (as subsequently amended, the “**Inter-Agency Project Agreement**”).

b. Additional County Funds. The second One Million Dollars (\$1,000,000.00) of the proceeds of the Permanent Loan (“**Additional County Funds**”) shall be disbursed by the City for development of the Project upon the terms and conditions and for the purposes set forth in this Agreement, including all terms and conditions found in the Agreement Regarding the Allocation and Expenditure of County Funds for the Mather Veterans Village Phase 2 Project, which is attached as **Exhibit P** to this DDLA and incorporated herein by reference (as subsequently amended, the “**County Funds Agreement**”).

c. Predevelopment Loan. Upon the written request of the Developer, City will make a short-term, no-interest, non-forgivable loan of up to Three Hundred Thirty Thousand Dollars (\$330,000) (the “**Predevelopment Funds**”) the outstanding balance of which shall be repaid on the Closing Date using proceeds from the Permanent Loan consistent with the terms of the Loan Agreement. The Predevelopment Funds shall be used for City-approved predevelopment costs. City and Developer acknowledge that City has disbursed the Predevelopment Funds in the amount of Three Hundred Thirty Thousand Dollars (\$330,000) to Developer, and the Parties have entered into a Predevelopment Loan Agreement dated October 3, 2016 which governs the terms of the Predevelopment Funds.

d. REA Payment. One Hundred Seventy-Five Thousand Dollars (\$175,000) of the proceeds of the Permanent Loan shall be used to repay Mercy Housing California 61, L.P. under the terms of Section 5.2(1) of the Reciprocal Easement Agreement on the Closing Date.

e. Promissory Note. The Permanent Loan shall be evidenced by a Secured Promissory Note in the amount of Two Million Five Hundred and Five Thousand Dollars (\$2,505,000.00) (“**Permanent Note**”), dated as of the Closing Date and executed by Developer in a form satisfactory to City and Developer.

f. Deed of Trust. The Permanent Note shall be secured by a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the “**Deed of Trust**”) executed by Developer as Trustor for the benefit of City in form satisfactory to City and Developer and recorded against the Phase 2 Property.

g. Disbursement of Permanent Loan. Provided that Developer has complied with all conditions precedent to disbursement of the Permanent Loan, the

ATTACHMENT 2

proceeds of the Permanent Loan (“**Permanent Loan Proceeds**”) shall be disbursed pursuant to this Agreement.

h. Forgiveness of Permanent Loan. Provided that the Project has been operated in compliance with the Regulatory Agreement and the City Documents, the entire outstanding principal balance of the Permanent Loan shall be forgiven on the fifty-fifth (55th) anniversary of the date of issuance of the final certificate of occupancy for the Project.

i. Loan Agreement. A Loan Agreement in a form satisfactory to City and Developer incorporating the forms of the Permanent Note and the Deed of Trust. The Loan Agreement, the Permanent Note and the Deed of Trust are referred to collectively as the “**Permanent Loan Documents.**”

c) Section 6.5 is hereby amended to read as follows:

“6.5 City Grant. In addition to the Permanent Loan, City also agrees to provide Developer a grant from proceeds from the Community-Based Transitional Housing program grant funds, not to exceed One Million Seven Hundred Eighty Thousand Dollars (\$1,780,000.00) (“**City Grant**”). The City Grant shall be allocated in the following ways: (1) Nine Hundred Eighty Thousand Dollars (\$980,000) will be used primarily as “gap” financing for the Project, but may also be used for City-approved predevelopment costs following the procedures in Section 6.4 above; (2) Two Hundred Fifty Five Thousand Dollars (\$255,000.00) will be used for additional service enhancements and supportive services; (3) Three Hundred Ninety Five Thousand Dollars (\$395,000.00) shall be used for resident furnishings, kitchen/dining equipment and furnishings, and enhanced security equipment for the facility; (4) One Hundred Thousand Dollars (\$100,000.00) shall be used to fund the operating reserve; and (5) Fifty Thousand Dollars (\$50,000.00) shall be used for a recidivism study and report.”

d) Section 6.6 is hereby amended to read as follows:

“6.6 Compliance with County Agreements for Permanent Loan Funding. Developer agrees to comply with all requirements set forth in the Inter-Agency Project Agreement (the “**Inter-Agency Agreement**”) attached as **Exhibit O** to this Agreement and incorporated herein by this reference. Without limiting the generality of the foregoing, Developer acknowledges that the source of funds for the Original County Funds (defined in Section 6.1(a) above) will be the proceeds of taxable bonds issued by the former Redevelopment Agency of the County of Sacramento that the Sacramento County Successor Agency (“**Successor Agency**”) is loaning to City, and Developer agrees that Developer shall ensure that all of the Original County Funds shall be used solely for purposes permitted pursuant to this Agreement, the Loan Agreement and the Inter-Agency Agreement. Developer further agrees to perform all of the City’s obligations contained in Section 4 (Compliance with Laws, Bond Documents) and Section 5 (Accounting of Expenditure of Bond Funds) of the Inter-Agency Agreement as if Developer were the original borrower under the Inter-Agency Agreement.

ATTACHMENT 2

Developer agrees to comply with all requirements set forth in the County Funds Agreement (defined in Section 6.1(b) above). Without limiting the generality of the foregoing, Developer acknowledges that the source of funds for the Additional County Funds will be Sacramento County General Funds that Sacramento County is loaning to City pursuant to the County Funds Agreement, and Developer agrees that Developer shall ensure that the Additional County Funds shall be used solely for purposes permitted pursuant to this Agreement, the Loan Agreement and the County Funds Agreement. Developer further agrees to perform all of the City's obligations contained in Section 2 (Excess Proceeds), Section 9 (Compliance with Laws) and Section 10 (Accounting of Expenditure of Additional County Funds) of the County Funds Agreement as if Developer were the original borrower under the County Funds Agreement.

Developer further acknowledges that a breach of the obligations described in this Section shall be an Event of Default enabling City to withhold disbursement of the proceeds of the Permanent Loan, or if already disbursed, to accelerate payment of the Permanent Note and foreclose under the City Deed of Trust. Developer shall carry insurance as required by the Inter-Agency Agreement and the County Funds Agreement, and upon request of the County and Successor Agency, shall name the County and the Successor Agency as additional insureds thereunder."

- e) Section 13.3.1 is hereby amended to read as follows:

"13.3.1 Primary Contact. The following persons are designated as contact person for the Parties with respect to matters relating to the implementation of this Agreement:

City: Stefan Heisler

Developer: Burt McChesney"

- f) Section 13.10 is amended to read as follows:

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

- g) The Development Performance Schedule set forth in **Exhibit H** of the DDLA is revised to read as set forth in **Exhibit H-1** attached to this Second Amendment, in accordance with the performance times agreed upon in the Agreement to Extend Times of Performance.

2. Loan Documents. The Parties shall make such changes to the Permanent Loan Documents (as defined above), and any other closing documents as necessary to conform to the changes set forth in this Second Amendment.

ATTACHMENT 2

3. No Other Changes to the Agreement. Except as expressly modified by this Second Amendment, all other provisions of the DDLA remain unmodified and continue in full force and effect. Any terms used in this Second Amendment but not separately defined herein shall have the meanings set forth in the DDLA.
4. Effective Date. This Second Amendment shall be effective as of the date first written above.
5. Conflicts with DDLA. In the event of any conflict between this Second Amendment and the DDLA, the provisions of this Second Amendment shall prevail.
6. Counterparts; Multiple Originals. This Second Amendment may be signed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

[Signatures on following page]

ATTACHMENT 2

IN WITNESS WHEREOF, City and Developer have executed this Second Amendment as of the dates first written above.

CITY:

CITY OF RANCHO CORDOVA,
a California municipal corporation

ATTEST:

By: _____

By: _____,
City Clerk

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____,
City Attorney

DEVELOPER:

VIETNAM VETERANS OF CALIFORNIA, INC.,
a California nonprofit public benefit corporation
dba Veterans Resource Centers of America

By: _____

Name: _____

Title: _____

List of Exhibits:

DDLA Exhibit H-1 - Development and Performance Schedule (Revised)

DDLA Exhibit P - County Funds Agreement

2983893.3

ATTACHMENT 2 – Exhibit A

Exhibit H DEVELOPMENT PERFORMANCE SCHEDULE FOR Mather Veterans; Village Phase 2 (AP# 067-1040-003) 10621 Schirra Avenue, Rancho Cordova

The following milestones, dates and products, shall constitute performance requirements of the Developer Vietnam Veterans of California, Inc. a California nonprofit public benefit corporation dba Veterans Resource Centers of America (“Developer”) in the application for financing, construction, rent-up and continuing operation of up to a 60 bed, affordable, project to serve homeless and disabled veterans known as Phase 2 of Mather Veterans Village.

- **SUCCESSFUL APPLICATION FOR VETERAN’S HOUSING AND HOMELESSNESS PREVENTION PROGRAM (VHHP) GRANT FUNDING**
 - On or before April 27, 2015 (**Round #1 Notice Of Funding Availability (“NOFA”) Response Date**), Developer shall cause or be a party to the submission of an application for VHHP funding from the State of California for the acquisition and rehabilitation of the existing building, exclusive of that portion of the Infirmary building located within the Air Space parcel and associated improvements proposed for Phase 2 of Mather Veterans’ Village. The VHHP application shall be satisfactory to the City of Rancho Cordova. This application shall include a City permanent loan, a construction loan and other grant funding each satisfactory to the City of Rancho Cordova. The application shall conform to the findings and conditions of City’s Design Review.
 - In the event that Developer fails to obtain an award of grant funds from the first round VHHP NOFA, Developer shall cause or be a party to the submission of a second application in response to the Round 2 NOFA for these VHHP funds which application is anticipated to be due in April 2016 (**Round #2 NOFA Response Date**)
 - Satisfaction of this Performance requirement shall be met by proof submitted to the City of Rancho Cordova that a VHHP application for the subject site submitted by Developer was awarded the requested grant funding from the State of California from either the Round #1 or Round #2 NOFA but in no event shall such proof be submitted later than September 1, 2016. Failure to satisfy this Performance Requirement shall result in discussion between the Developer and City. As a result of these discussions, City will determine at its sole discretion to modify the organization of the Developer/Applicant for the purpose of substantially improving the potential for the successful award of VHHP funding for the Phase 2 project or to terminate the DDLA.
 - Notwithstanding the foregoing, the conditions set forth in this Section shall be deemed satisfied if Developer obtains an award of VHHP financing by not later than December 31, 2018.
- **Construction Loan closing**
 - Within 90 days of the receipt of a contract from State HCD for the award and use of VHHP funding, all entitlements, permits (excepting Building Permits) and approvals required for the installation of improvements for Phase 2, shall be in hand.
 - Within an additional 60 days (150 days from receipt of State contract for VHHP funds) or January 1, 2017 whichever occurs first, Developer shall cause a construction loan closing and the issuance of a Notice to Proceed to be issued to the General Contractor. The closing shall include a construction loan satisfactory to the City of Rancho Cordova
 - Satisfaction of this requirement shall be a timely construction loan closing including the delivery to the City of Rancho Cordova of proof of the recordation of documents within two (2) business days following the closing.
 - Notwithstanding the foregoing, the conditions set forth in this Section shall be deemed satisfied, if construction financing closes, a notice to proceed is issued, and construction commences by not later than December 31, 2018.
- **Construction Completion**
 - Construction shall be completed within 425 days of the issuance to the General Contractor of the Notice to Proceed. In the event that Developer has failed to obtain

ATTACHMENT 2 – Exhibit A

each entitlement, permit or approval required for the installation of improvements for Phase 2 by December 31, 2018, the term of the DDLA shall end on that date.

- o Satisfaction of this requirement shall be evidenced by both the delivery to the City of a certified true copy of the recorded Certificate of Completion and the determination by the City of Rancho Cordova that the following requirements have been satisfied: Labor Standards requirements, proof that all liens have been released, and an initial draft of the Final Budget.

- **Permanent Loan Closing**

- o If one or more Project construction loans will be replaced by permanent financing, Developer shall cause the applicable permanent loan closings to occur within the time period required by the applicable construction lender, and upon satisfaction of all of the following: attaining 95% occupancy, completion of audit and any other requirements of the City, VHHP, or the permanent lender, as applicable.
- o Proof of the recordation of permanent loan documents shall be delivered to the City within two (2) business days following the closing.

ATTACHMENT 2 – Exhibit B

AGREEMENT

Regarding the Allocation and Expenditure of County Funds for the MATHER VETERANS VILLAGE PHASE 2 PROJECT

This Agreement Regarding the Allocation and Expenditure of County Funds (this “**Agreement**”) is entered into effective as of _____, 2018 (“**Effective Date**”), by and between the County of Sacramento, a political subdivision of the State of California (“**County**”) and the City of Rancho Cordova, a California municipal corporation (“**City**”), for funding Mather Veteran's Village Phase 2 construction costs.

RECITALS

- A. WHEREAS, the Sacramento Housing and Redevelopment Agency, in partnership with the County of Sacramento and the City, selected Mercy Housing California and Vietnam Veterans of California Inc., dba Veterans Resource Centers of America (“**VRCA**”) as the development team for the Mather Veterans Village during a competitive project proposal in July of 2010.
- B. WHEREAS, subsequently, the County asked the City to assume the lead sponsorship role in the project to which the City agreed.
- C. WHEREAS, the County has leased the Mather Veterans Village project site to the City pursuant to a lease dated June 25, 2013 (as subsequently amended, the “**Mather Veterans Village Lease**”).
- D. WHEREAS, the Mather Veterans Village project design review and Conditional Use Permit, including the requirements for the California Environmental Quality Act for phases 1 and 2 of the Mather Veterans Village project, were approved by the Rancho Cordova City Council on July 15, 2013.
- E. WHEREAS, the City entered into a partial assignment of the Mather Village Lease and a Disposition and Development Agreement with Mercy Housing on July 23, 2013 pursuant to which Mercy Housing agreed to develop Phase 1 of Mather Veterans Village, consisting of 50 units of permanent supportive housing.
- F. WHEREAS, construction of Phase 1 began in December of 2014, construction has been completed, and affiliates of Mercy Housing and VRCA have been providing permanent supportive housing and services at the phase 1 site since April 29, 2016.
- G. WHEREAS, in order to fulfill the service obligations for the Mather Veterans Village project, VRCA’s affiliate, Mather Veterans Village Phase 2, LLC, a California limited liability company (the “**Phase 2 Project Developer**”) intends to rehabilitate the existing former infirmary building located at 10621 Schirra Avenue on the northeast corner of Bleckely Street and Schirra Avenue on the Mather Community Campus adjacent to the Mather Veterans Hospital in the City of Rancho Cordova (the “**Phase 2 Site**”). The Phase 2

ATTACHMENT 2 – Exhibit B

site will be rehabilitated in order to provide up to 60 beds of transitional housing for homeless and disabled veterans in need of more intensive program support for a period of not less than 55 years (the “**Phase 2 Project**”) in accordance with a Disposition, Development, and Loan Agreement dated as of April 8, 2015, executed by and between the City and VRCA, and subsequently amended by an Agreement to Extend the Time of Performance dated March 20, 2017, and by an amendment dated January 2, 2018 reflecting requirements associated with a California Department of Finance (DOF) Community-Based Transitional Housing grant (as so amended, the “**Phase 2 DDLA**”).

- H. WHEREAS, on May 18, 2015, the City and the Sacramento County Successor Agency (“**Successor Agency**”), the successor agency to the former Redevelopment Agency of the County of Sacramento, entered into an Inter-Agency Project Agreement (“IAPA”) regarding the allocation and expenditure of Mather Taxable Bond Funds for development and construction of Mather Veterans Village Phase 2. The IAPA provides that the Successor Agency will make a conditional loan to the City in the amount of \$1,000,000 (the “**Original County Funds**”) from the 2003 and 2008 Mather Taxable Bond funds, and will transfer the funds to an Escrow Agent on behalf of the City. The IAPA provides that the City may withdraw the Original County Funds for disbursement to the developer of the Phase 2 Project upon the satisfaction of certain conditions in the IAPA. The City warranted that it shall use the Original County Funds solely to support the construction of the Phase 2 Project and the provision of resident services at the Project site, and that the City will require the Phase 2 Project to provide such services for a period of not less than fifty-five (55) years. The City agreed that the Original County Funds will be immediately returned to the Successor Agency in the event the City fails to abide by the terms of the IAPA. The IAPA was amended on May 18, 2017 to extend the term until May 17, 2018 to provide City additional time to secure funds to complete construction and commence operations of the Phase 2 Project. On May 16, 2018 the County Office of Planning and Environmental Review determined that, with the Additional County Funds (defined in Section 2 below), all requisite funds to complete construction and commence operation of the Phase 2 Project have been obtained and therefore the County has acknowledged that the Original County Funds will be made available for the Phase 2 Project.
- I. WHEREAS, on December 12, 2017 the County Board of Supervisors, in response to the City’s request to fill a funding gap for the Phase 2 Project, authorized the provision of an additional One Million Dollars (\$1,000,000) of County funds for construction of the Phase 2 Project, and authorized the County Executive to execute, on behalf of the County, a funding agreement to provide the County funding assistance to the City in the event that the City is unable to fill the funding gap after exhausting all other available funding sources.
- J. WHEREAS, the County and the City desire to enter into this Agreement on the terms and conditions set forth herein.

Agreement

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

ATTACHMENT 2 – Exhibit B

1. Recitals. The Parties agree that the foregoing Recitals are true and correct, and are incorporated herein, by reference.

2. Commitment of Additional County Funds. In accordance with the terms and conditions set forth in this Agreement, the County will provide conditional financial support in an amount not to exceed One Million Dollars (\$1,000,000) (the “**Additional County Funds**”) that may only be used to fund a portion of the Phase 2 Project construction costs. Total development costs for the Phase 2 Project are estimated to total approximately \$11.3 million as shown in the Phase 2 Project Budget Summary attached as Exhibit 1. The City will only disburse to Phase 2 Project Developer such amount of the Additional County Funds as necessary to pay for actual development costs not covered by any other available sources of funding. If the City identifies additional outside sources of funding after execution of this Agreement (“**Additional Outside Funding Sources**”), the parties agree to execute an amendment to this Agreement to add those Additional Outside Funding Sources to the Phase 2 Project Budget Summary, and subtract such amount of Additional Outside Funding Sources from the Additional County Funds available for Phase 2. Subject to applicable requirements of the lenders and grantors, such Additional Outside Funding Sources, or outside sources of funding, must be exhausted prior to City utilizing any of the Additional County Funds. City shall require, as a condition of disbursement of the Additional County Funds, that construction of the Phase 2 Project Development shall be completed on or before December 31, 2020. City shall use good faith efforts to enforce any agreement with respect to the Phase 2 Project it enters into with the Phase 2 Project Developer and to reasonably exercise all remedies available to the City for Phase 2 Project Developer’s nonperformance.

2.1 EXCESS PROCEEDS. City shall prepare a final cost certification and Project close out report for the Phase 2 Project (collectively “**Final Cost Certification**”) that will outline all of the costs associated with construction of the Phase 2 Project, document the use of all funding sources used for construction of the Phase 2 Project, and detail Excess Proceeds, if any, that will be returned to the County. The City shall submit a copy of such Final Cost Certification on or before the earlier of fifteen (15) business days after preparation by City of the Final Cost Certification or ninety (90) days following the completion of construction of the Phase 2 Project. City shall pay to the County as a reduction of the outstanding principal balance of the Additional County Funds a one-time payment in the amount of one hundred percent (100%) of Excess Proceeds. This payment shall be included with the Final Cost Certification submittal and may be made by the Phase 2 Project Developer on behalf of City but still remains the responsibility of the City. “**Excess Proceeds**” shall mean the sum of all actual sources of financing received by the Phase 2 Project for construction and permanent financing of the Phase 2 Project as described in Exhibit 1, less the sum of actual uses as shown on the Final Cost Certification for the Phase 2 Project. The Additional County Funds may not be used to fund reserves and for the purpose of calculating Excess Proceeds, the funding of Phase 2 Project reserves shall not be counted as a cost with one exception. The one exception is that \$100,000 of State Department of Finance financing will be used by City to fund an operating reserve and may be counted as a cost. City shall retain, and shall require the Phase 2 Project Developer to maintain and retain, accounting records with regard to the

ATTACHMENT 2 – Exhibit B

expenditure of the Additional County Funds for a minimum three year period, and shall cooperate with the County if an audit of such expenditures is required.

3. Term. The term of this Agreement shall commence on the Effective Date, and shall end upon the earliest of (i) completion of construction of the Phase 2 Project and City fulfillment of the reporting and payment conditions in this Agreement, (ii) December 31, 2020, or (iii) upon termination pursuant to Section 4 below. In the event completion of construction of the Phase 2 Project and City fulfillment of the reporting and payment conditions in this Agreement have not occurred prior to December 31, 2020 then City shall return to County any and all Additional County Funds allocated to City under this Agreement no later than January 31, 2021. Concurrently with the execution of this Agreement, the County and the City will execute mutually acceptable escrow instructions in accordance with Section 8 below.

4. Termination.

A. If City materially fails to perform any of the covenants contained in this Agreement in the time and/or manner specified County may terminate this Agreement by delivery of written notice of termination to City if City does not cure the default within thirty (30) days following County's delivery of written notice of default to City, or if the cure cannot reasonably be cured within 30 days, if City does not commence such cure within a reasonable time thereafter.

B. Prior to the commencement of construction and disbursement of any portion of the Additional County Funds, the City shall determine whether the Phase 2 Project Developer has obtained commitments for sufficient funds for the construction of the Phase 2 Project. If the City is not able to reasonably determine that sufficient funds are available on or before December 31, 2018, the County may terminate this Agreement by delivery of thirty (30) days written notice to the City; provided that such termination shall become ineffective in the event that City subsequently determines within such thirty (30) day period that sufficient funds are available for the construction of the Phase 2 Project. The City may terminate this Agreement by delivery of thirty (30) days written notice to the County if the City decides to abandon or discontinue implementation of the Phase 2 Project.

In the event of a termination under this Section 4, City shall promptly return to County any and all Additional County Funds allocated to the City under this Agreement. Except as expressly provided in Sections 2.1, 3, or 4, City shall have no obligation to return the Additional County Funds.

5. County Conditional Contribution, Funding. The County will transfer the Additional County Funds to Fidelity National Title company, 11050 Olson Drive, Suite 200, Rancho Cordova, CA 95670, attention: Craig Donner ("**Escrow Agent**") on behalf of the City. The City may withdraw the Additional County Funds for disbursement to the Phase 2 Project Developer for development costs of the Phase 2 Project upon the satisfaction of the conditions identified in Section 8 below. City warrants that it shall use the Additional County Funds solely

ATTACHMENT 2 – Exhibit B

for development costs of the Phase 2 Project. City warrants that it will require resident services to be provided at the Phase 2 Project site for a period of not less than fifty-five (55) years.

6. **Loan Agreement, Security.** City will amend the Phase 2 DDLA to provide for the City's loan of the Additional County Funds, together with the Original County Funds, to VRCA or its approved affiliate as a no-interest forgivable loan ("**City Loan**"). The City Loan will be secured by a deed of trust (the "**City Deed of Trust**") and an affordable housing regulatory agreement (the "**City Regulatory Agreement**") that will be recorded against the Phase 2 Project Developer's leasehold interest in the Phase 2 Project site. Before making any disbursements from the City Loan using the Additional County Funds, City shall determine that sufficient funding is secured and maintained to complete construction of the Phase 2 Project. In the event that the Phase 2 Project Developer returns the Additional County Funds to the City as provided under the terms of the City Loan described herein, the City will return the Additional County Funds to the County within thirty (30) days of receipt from the Phase 2 Project Developer.

7. **Project Description.** The Phase 2 Project will consist of the rehabilitation of approximately 22,000 of the existing 25,000 square foot infirmary building to provide a transitional housing facility with up to 60 beds for homeless and disabled veterans. Total development costs are estimated to be approximately \$11.3 million.

When completed, the Phase 2 Project will include approximately:

- 3,000 square feet for full kitchen and dining space;
- 3,000 square feet of office and therapy space;
- 3,000 square feet of classroom spaces for educational opportunities; and
- 28,000 square feet of outdoor space for exercise and outdoor programming.

The Phase 2 Project will provide full supportive services for Phase 2 Project residents, pursuant to a comprehensive services plan and a functional services operating budget. VRCA will use the office space as their regional Sacramento offices. In addition to providing services to the Phase 2 Project residents, the therapy and classroom spaces will be used, along with the community room developed as part of Mather Veterans Village Phase 1, to provide supportive services to the permanent supportive housing phases of the Mather Veterans Village (Phases 1 and 3).

The Phase 2 Project will serve a limited clientele; all residents will be veterans (both male and female), regardless of discharge status, facing homelessness and/or disabilities. The services provided at the Phase 2 Project site will be oriented toward rehabilitation and reintroduction. Occupancy shall be limited term, as designated by the applicable capital funding sources, but in no extent greater than 36 months.

The Phase 2 Project shall be regulated by the City Regulatory Agreement, as well as any applicable funding source agreements, and a Services Agreement, pursuant to which VRCA will provide designated levels of resident services.

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Occupancy of the Phase 2 Project will be restricted to veterans with household incomes of not more than 50% of Area Median Income.

Subject to design and financial feasibility considerations, best efforts will be used in the Phase 2 Project construction to achieve a net-zero energy building including extensive use of solar panels on parking coverage and building roof; energy recapture technology; energy efficient fixtures and appliances, utilization of LED lighting technology; gardening space; and open outdoor areas that provide residents with a range of activities.

8. Escrow. County shall deposit the Additional County Funds into escrow with the Escrow Agent on behalf of the City, which escrow shall be the same escrow established for the deposit of the Original County Funds. The Parties acknowledge that the Additional County Funds constitute a portion of the funds required to complete construction and commence operation of the Phase 2 Project. City shall have no right to withdraw, and the County shall have no obligation to release, the Additional County Funds from escrow until City provides the County with sufficient documentation, in the reasonable judgment of the County Executive or his or her designee, that the City and/or the Phase 2 Project Developer have secured all of the funds necessary to complete the construction and to commence the operation of the Phase 2 Project. Said documentation the County can require from City may include, but shall not be limited to, an executed version of the DDLA as amended, and a Regulatory Agreement committing the City, and/or the Phase 2 Project Developer and its designated service provider to provide resident services at the site for a period of not less than 55 years. Concurrently with the execution of this Agreement, the County and the City shall execute mutually acceptable escrow instructions, ("**Escrow Instructions**") directing the Escrow Agent to disburse the Additional County Funds to the City for disbursement in accordance with this Agreement and the DDLA as amended, or to return the Additional County Funds to the County upon termination of this Agreement in accordance with Section 4 above.

9. Compliance with Laws. In the prosecution of the Phase 2 Project and related work covered by this Agreement, City shall observe and comply with, and shall ensure the Phase 2 Project Developer and service provider comply with, all applicable Federal, State, County and local laws, regulations, ordinances and enactments affecting the work. In addition, City shall comply with all applicable local, State and federal occupational safety and health acts and regulations.

10. Notices. Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

If to County:

County of Sacramento
Department of Economic Development
700 H Street, Suite 6750
Sacramento, CA 95814
Facsimile No.: (916) 874-4390
Attn: Director

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With a copy to:

County of Sacramento
County Counsel
700 H Street, Suite 2650
Sacramento, California 95814
Facsimile No.: (916) 874-8207

If to City:

City of Rancho Cordova
Community Development Department
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attn: Housing Division
Facsimile No.: 916-851-8787

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

11. Insurance. City shall require the Phase 2 Project Developer and operator of the Phase 2 Project to carry insurance for general liability, workers compensation, property, professional liability, environmental liability, and business automobile liability adequate to cover potential liabilities of the Phase 2 Project Developer and operator of the Phase 2 Project throughout the period of construction of the Phase 2 Project and the term of occupancy of the Phase 2 Project site. City agrees to provide the County thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages required under this Agreement. Failure to maintain insurance as required in this Agreement is a material breach of contract and may be grounds for termination of this Agreement.

City shall require the Phase 2 Project Developer, its contractors, consultants and subcontractors, at any tier, to name the County, its governing Board, officers, directors, employees, authorized agents, and volunteers, as an additional insured where applicable.

12. Indemnification. City, by acceptance of the Additional County Funds, agrees to defend, indemnify and hold the County, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers, harmless against any and all claims, demands, damages, costs, expenses, and legal fees for any loss, injury, death, or damage to persons or property which at any time is suffered or sustained by the County, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers, the public, or by any person whosoever may at any time be using, occupying, visiting, or maintaining the Phase 2 Project property or the use and/or expenditure of the Additional County Funds, when such loss, injury, death, or damage is asserted to have been caused by any negligent act or omission or intentional misconduct of the City, its governing Board, officers, directors, officials, employees and authorized agents and volunteers, invitees, or contractors, with respect to the use and/or expenditure of the Additional County Funds. In case of any action or proceeding brought against the County, by reason of such a claim, upon notice from the County, City covenants to defend such action or proceeding with counsel reasonably acceptable and approved by the County. The County understands that the City may cause such indemnity and defense of County to be

ATTACHMENT 2 – Exhibit B

performed by the Phase 2 Project Developer or operator with counsel reasonably acceptable and approved by the County. The County shall not be liable and the City waives and releases the County from all claims for damage to persons or property sustained by the City or its governing Board, officers, directors, officials, employees, authorized agents and volunteers, invitees or contractors resulting by reason of the use and/or expenditure of the Additional County Funds, unless caused by the gross negligence or willful misconduct of the County or its governing Board, officers, directors, officials, employees, authorized agents and volunteers. The duties and obligations defined in this Section 12 shall survive the termination of this Agreement.

13. Amendments. Modifications or amendments to the terms of this Agreement shall be in writing and executed by both parties.

14. Successors and Assigns. This Agreement shall bind the successors and assigns of the County and the City in the same manner as if they were expressly named.

15. Interpretation and Enforcement. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof.

17. Agreement Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in constraining or interpreting this Agreement. All exhibits referred to in the Agreement are attached and incorporated by this reference.

18. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

19. Survival of Terms. All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms and conditions set forth herein. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

ATTACHMENT 2 – Exhibit B

20. Assignment. This Agreement is not assignable by City in whole or in part, without the prior written consent of County.

21. Amendment and Waiver. Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by the County Executive and counsel for County.

22. Time is of the Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

23. County Executive. As used in this Agreement, "County Executive" shall mean the County Executive, or his/her designee.

24. Force Majeure. Neither City nor County shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

25. Disputes. In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, City shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the termination provisions herein. County shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

26. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

27. Authority to Execute. Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

ATTACHMENT 2 – Exhibit B

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

CITY OF RANCHO CORDOVA

COUNTY

By:

By:

CYRUS ABHAR
City Manager

NAVDEEP S. GILL
County Executive

Reviewed and Approved as to Form:

Reviewed and Approved:

City Attorney

County Counsel

Exhibit 1 - Phase 2 Project Budget Summary (details are provided in attached PayApp Spreadsheet)**Estimated Project Development Costs**

Total Acquisition Costs	1,136,055.00
Total Rehabilitation Costs	6,224,703.00
Total Architectural Costs	580,475.00
Total Survey & Engineering	28,500.00
Total Contingency Costs	217,116.38
Total Construction Period Expenses	743,276.00
Total Legal Fees	120,000.00
Total Capitalized Reserve	100,000.00
Total Reports & Studies	10,412.50
Total Other Costs	641,481.57
Total Developer Costs	1,448,000.00
Total	11,250,019.45

Construction Sources of Financing

Home Depot Foundation	500,000.00
Northrup Grumman Grant	25,000.00
SMUD	23,000.00
City of Rancho Cordova Predevelopment Loan	330,000.00
City of Rancho Cordova Grant	55,000.00
CA Dept. of Finance Grant (Capital Funding)	980,000.00
CA Dept. of Finance Grant (Service Enhancements)	105,000.00
CA Dept. of Finance Grant (Resident Furnishings)	180,000.00
CA Dept. of Finance Grant (Kitchen Equip/Furn)	165,000.00
CA Dept. of Finance Grant (Operating Reserve)	100,000.00
CA Dept. of Finance Grant (Security Equip)	50,000.00
Deferred Developers Fee	642,075.45
Sacramento County #1 (Original County Funds)	1,000,000.00
Sacramento County #2 (Additional County Funds)	1,000,000.00
City of Rancho Cordova Permanent Loan	505,000.00
City Contribution of Property	600,000.00
Sub-total	6,260,075.45
Exchange Bank Construction Loan	4,989,944.00
Total	11,250,019.45

Permanent Sources of Financing

Home Depot Foundation	500,000.00
Northrup Grumman Grant	25,000.00
SMUD	23,000.00
City of Rancho Cordova Predevelopment Loan	330,000.00
City of Rancho Cordova Grant	55,000.00
CA Dept. of Finance Grant (Capital Funding)	980,000.00
CA Dept. of Finance Grant (Service Enhancements)	105,000.00
CA Dept. of Finance Grant (Resident Furnishings)	180,000.00
CA Dept. of Finance Grant (Kitchen Equip/Furn)	165,000.00
CA Dept. of Finance Grant (Operating Reserve)	100,000.00
CA Dept. of Finance Grant (Security Equip)	50,000.00
Deferred Developers Fee	642,075.45
Sacramento County #1 (Original County Funds)	1,000,000.00
Sacramento County #2 (Additional County Funds)	1,000,000.00
City of Rancho Cordova Permanent Loan	505,000.00
City Contribution of Property	600,000.00
Sub-total	6,260,075.45
14-VHHP-10411 (\$2,489,944)	2,489,944.00
17-VHHP-11573 (\$2,500,000)	2,500,000.00
Sub-total	4,989,944.00
Total	11,250,019.45

Mather Veterans Village Phase II

		Budgets			Constructio											Draws										
		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	W	X	Y.1	Y.2	Z	
Cost Code	Category	Approved Budget	Reallocations & Bid Results	Current Approved Budget (A+B)	Home Depot Foundation	Northrup Grumman Grant	SMUD	City of Rancho Cordova Loan	City of Rancho Cordova Grant	CA Dept. of Finance Grant (Capital Funding)	CA Dept. of Finance Grant (Service Enhancements)	CA Dept. of Finance Grant (Resident Furnishings)	CA Dept. of Finance Grant (Kitchen Equip/Furn)	CA Dept. of Finance Grant (Operating Reserve)	CA Dept. of Finance Grant (Security Equip)	Deferred Developers Fee	City Loan of Sacramento County funds	City Contribution of Property	Exchange Bank Construction Loan	VHDC Equity	Disbursed to Date	Available Budget	City Escrow Proceeds	Bank Escrow Proceeds	Remaining Budget	Total Project Cost to Date
Date for access of funds:					Approved	Approved	Pending	Approved	Approved	Approved	Approved	Approved	Approved	Approved	Approved	Approved	Approved	Approved	Pending							
	ACQUISITION				500,000.00	25,000.00	23,000.00	330,000.00	55,000.00	980,000.00	105,000.00	180,000.00	165,000.00	100,000.00	50,000.00	642,075.45	2,505,000.00	600,000.00	4,989,944.00	-	11,250,019.45					
1000	Lesser of Land Value	800,000.00	(200,000.00)	600,000.00																	-	600,000			600,000	-
1001	Demolition - Building	178,696.00	357,359.00	536,055.00																	-	536,055			536,055	-
	Legal & Closing Costs	-		-																	-	-			-	-
	Verifiable Carrying Costs	-		-																	-	-			-	-
	Subtotal	978,696.00		1,136,055.00	-			-													-					
	Existing Improvements Cost	-		-																	-	-			-	-
	Other	-		-																	-	-			-	-
	Total Acquisition Costs	978,696.00		1,136,055.00	-			-													-					
	REHABILITATION			-																	-					
1050	Environmental Remediation	293,300.00	(293,300.00)	-																	-	-			-	-
	Site Work																				-	-			-	-
2000	Site Work	284,676.00	(228,707.00)	55,969.00																	-	55,969			55,969	-
2001	Parking & Access																				-	-			-	-
2002	Site Fences		93,722.00	93,722.00																	-	93,722			93,722	-
2003	Site Amenities		80,788.00	80,788.00																	-	80,788			80,788	-
2004	Wet Utilities																				-	-			-	-
2005	Earthwork		21,828.00	21,828.00																	-	21,828			21,828	-
2006	Survey		14,750.00	14,750.00																	-	14,750			14,750	-
2007	Erosion control/SWPPS		12,224.00	12,224.00																	-	12,224			12,224	-
2008	Site Utilities - Wet		110,928.00	110,928.00																	-	110,928			110,928	-
2009	Site Utilities - Dry																				-	-			-	-
2010	Asphalt		80,762.00	80,762.00																	-	80,762			80,762	-
2011	Site Concrete		253,254.00	253,254.00																	-	253,254			253,254	-
2012	Off-Site Improvements	-	34,495.00	34,495.00																	-	34,495			34,495	-
	Structures			-																	-	-			-	-
	Pre-Construction			-																	-	-			-	-
2020	Structures	2,969,168.00	(2,969,168.00)	-																	-	-			-	-
2021	Rebar		49,430.00	49,430.00																	-	49,430			49,430	-
2022	Concrete		152,245.00	152,245.00																	-	152,245			152,245	-
2023	Masonry		8,183.00	8,183.00																	-	8,183			8,183	-
2024	Structural Steel & Misc iron		479,600.00	479,600.00																	-	479,600			479,600	-
2025	Rough Carpentry		245,330.00	245,330.00																	-	245,330			245,330	-
2026	Finish Carpentry		640.00	640.00																	-	640			640	-
2027	Waterproofing		14,315.00	14,315.00																	-	14,315			14,315	-
2028	Insulation		43,050.00	43,050.00																	-	43,050			43,050	-
2029	Roofing		133,130.00	133,130.00																	-	133,130			133,130	-
2030	Sheet Metal and Flashing		34,000.00	34,000.00																	-	34,000			34,000	-
2031	Home Depot material		338,945.00	338,945.00																	-	338,945			338,945	-
2032	Doors		169,545.00	169,545.00																	-	169,545			169,545	-
2033	Windows		36,741.00	36,741.00																	-	36,741			36,741	-
2034	Glass		84,898.00	84,898.00																	-	84,898			84,898	-
2035	Lath & Plaster			-																	-	-			-	-
2036	Drywall		489,360.00	489,360.00																	-	489,360			489,360	-
2037	Tile work		44,005.00	44,005.00																	-	44,005			44,005	-
2038	Acoustical		8,856.00	8,856.00																	-	8,856			8,856	-
2039	Gypcrete			-																	-	-			-	

AGENDA ITEM 12.1

DRAW: Pay App. Y
PROJECT: Mather Veterans Village Phase II
PERIOD:

DATE: 7/19/2018

Cost Code	INVOICE/ DATE	VENDOR NAME	NET AMOUNT TO BE PAID	Total	LIEN WAVER REQ'D	REC'D
3000	Invoice #10124	Mongavero Architects	7,594.58			
		Mongavero Architects				
		Mongavero Architects				
				7,594.58		
3002						
				-		
3010	Invoice #37934	Warren Consulting Engineers, Inc.	2,500.00			
	Invoice #38514	Warren Consulting Engineers, Inc.	2,750.00			
				5,250.00		
3099		Sierra Building Systems, Inc.				
				-		
4001	Loan Doc Fee	Exchange Bank	1,500.00			
				1,500.00		
4002	Environmental Review Fee	Exchange Bank	450.00			
				450.00		
4003	Flood Certification	Exchange Bank	19.00			
				19.00		
4005	Loan Origination	Exchange Bank	59,900.00			
				59,900.00		
4010	8/4/16- Commercial Liability	VHDC(Hadres Insurance Agency)	9,925.00			
	9/7/2017- Commercial Liability	VHDC(Hadres Insurance Agency)	9,925.00			
	6/28/18- Construction Insurance	Hadres Insurance Agency	12,788.80			
				32,638.80		
4022	Repay City Loan	City of Rancho Cordova	330,000.00			
				330,000.00		
4025	Invoice #211755	VHDC(Burke, Williams & Sorensen, LLP)	91.50			
	Invoice #193537	VHDC(Burke, Williams & Sorensen, LLP)	793.00			
	Invoice #194564	VHDC(Burke, Williams & Sorensen, LLP)	244.00			
	Invoice #201410	VHDC(Burke, Williams & Sorensen, LLP)	396.50			
	Invoice #202426	VHDC(Burke, Williams & Sorensen, LLP)	91.50			
	Invoice #207550	VHDC(Burke, Williams & Sorensen, LLP)	122.00			
	Invoice #208523	VHDC(Burke, Williams & Sorensen, LLP)	488.00			
	Invoice #221066	Burke, Williams & Sorensen, LLP	130.00			
	Invoice #228647	Burke, Williams & Sorensen, LLP	2,299.00			
	Invoice #227117	Burke, Williams & Sorensen, LLP	1,810.50			
				6,466.00		
4037	Appraisal Reimbursement	VHDC	7,500.00			
				7,500.00		
4041	Invoice #180627165	CalTlc	412.50			
				412.50		
4050	Permit #565285	City of Rancho Cordova	28,899.48			
				28,899.48		
4051	Parcel #067-1040-008	County of Sacramento	52,360.55			
				52,360.55		
4052	Water Facilities Zone 41	County of Sacramento	376.00			
				376.00		
4055	City Council Meetings\8-6-18 City Council Meeting SS-RS\16.1 Veterans Village Phase II Development Draw	FINAL MVV Phase 2 DDLA Second Amendment\Exhibits\Attachment 2 - Exhibit 2 - Part 2 of 2 Exhibit 1 Mather				
					7/31/2018	

Pay App. Y

DRAW: Pay App. Y
PROJECT: Mather Veterans Village Phase II
PERIOD:

DATE: 7/19/2018

Cost Code	INVOICE/ DATE	VENDOR NAME	NET AMOUNT TO BE PAID	Total	LIEN WAVER	
					REQ'D	REC'D
4056	Mather Field Public Facilities Impact Fees	City of Rancho Cordova	25,206.16			
				25,206.16		
4057	School Fees	Folsom Cordova Unified School District	8,280.14			
				8,280.14		
4058	1000004375	County of Sacramento	407.53			
				407.53		
4060	Plan Check Fee	VHDC(Environmental Management Department)	2,228.00			
				2,228.00		
4062	REA Payment	Mercy Housing California 61 L.P.	175,000.00			
				175,000.00		
4070	Invoice #1	VHDC	20,000.00			
				20,000.00		
4075	Invoice #10019	Trimble Shotts, LLC	5,138.91			
	Invoice #10026	Trimble Shotts, LLC	7,500.00			
	Invoice #10027	Trimble Shotts, LLC	7,500.00			
	Invoice #10028	Trimble Shotts, LLC	7,500.00			
	Invoice #10031	Trimble Shotts, LLC	7,500.00			
	Invoice #10033	Trimble Shotts, LLC	7,500.00			
	Invoice #10035	Trimble Shotts, LLC	7,500.00			
	Invoice #10048	Trimble Shotts, LLC	7,500.00			
	Invoice #10050	Trimble Shotts, LLC	7,500.00			
	Invoice #10052	Trimble Shotts, LLC	7,500.00			
	Invoice #10055	Trimble Shotts, LLC	7,500.00			
	Invoice #10059	Trimble Shotts, LLC	7,500.00			
	Invoice #10063	Trimble Shotts, LLC	7,520.00			
	Invoice #10065	Trimble Shotts, LLC	7,500.00			
	Invoice #10073	Trimble Shotts, LLC	7,500.00			
	Invoice #10074	Trimble Shotts, LLC	77.00			
	Invoice #10078	Trimble Shotts, LLC	7,500.00			
	Invoice #10079	Trimble Shotts, LLC	344.69			
	Invoice #10084	Trimble Shotts, LLC	7,500.00			
	Invoice #10088	Trimble Shotts, LLC	7,500.00			
	Invoice #10091	Trimble Shotts, LLC	7,500.00			
	Invoice #10097	Trimble Shotts, LLC	7,500.00			
	Invoice #10099	Trimble Shotts, LLC	7,500.00			
	Invoice #10104	Trimble Shotts, LLC	7,500.00			
	Invoice #10110	Trimble Shotts, LLC	7,500.00			
	Invoice #10032	Trimble Shotts, LLC	928.75			
	Invoice #10041	Trimble Shotts, LLC	455.96			
	Invoice #10053	Trimble Shotts, LLC	517.03			
	Invoice #10113	Trimble Shotts, LLC	7,500.00			
	Invoice #10030	Trimble Shotts, LLC	448.91			
	Invoice #10117	Trimble Shotts, LLC	7,500.00			
				187,931.25		
4080	2/23/18 Ck Request	VHDC(Exchange Bank)	7,500.00			
	2/28/2018 Exp Report	VHDC(Burt McChesney)	310.53			
				7,810.53		
4085	Invoice #2407	Streamline Consultants	1,332.50			
				1,332.50		
4086	Reimb. #10	VHDC(Trimble Shotts, LLC)	755.70			
	Reimb. #11	VHDC(Trimble Shotts, LLC)	1,362.74			
	Reimb. #13	VHDC(Trimble Shotts, LLC)	739.67			
	Reimb. #14	VHDC(Trimble Shotts, LLC)	1,013.00			
	Reimb. #15	VHDC(Trimble Shotts, LLC)	1,847.43			
	Reimb. #16	VHDC(Trimble Shotts, LLC)	682.57			
	Invoice #1003	VHDC(Trimble Shotts, LLC)	185.70			
P:\City Council Meetings\8-16-18 City Council Meeting SS-RS\16.1 FINAL MVV Phase 2 CD\Attachments\Exhibits\Attachment 2 - Exhibit 2 - Part 2 of 2 Exhibit 1 Mather Veterans Village Phase II Pay App Draw Expense						
		VHDC(Burt McChesney)	5,770.79			7/31/2018

Pay App. Y

DRAW:	Pay App. Y
PROJECT:	Mather Veterans Village Phase II
PERIOD:	

DATE: 7/19/2018

[illegible]



VETERANS HOUSING DEVELOPMENT CORPORATION

“Building a Better Future for Veterans”

July 2, 2018

Mr. Cyrus Abhar, City Manager
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: Gap Funding for Mather Veterans Village Phase 2

Dear Mr. Abhar:

The Mather Veterans Village project has been a long time coming. But thanks to the incredible support of the City Council and Staff the Village is nearing completion. Phase 1 is open and we've had ground breakings for Phase 2 and 3. Work has actually commenced on Phase 3 and will soon begin on Phase 2.

Phase 2 is lagging a bit behind due to the financing complexities of transitional housing projects not encountered in permanent projects like Phases 1 and 3. These impediments slowed us down considerably. As transitional housing we were excluded from many affordable housing sources including MHP, AHP and, AHSC. As you may recall, we had to submit two separate VHHP applications for Phase 2 over a two-year span to secure \$4.9 Million from VHHP. We had to seek a legislative change to the Department of Finance's Community Based Transitional Housing program in order to secure that \$2 Million in funding and we had to wait for the County to commit additional funding that had been under discussion for a couple of years. That County funding was approved last December but we didn't receive the final authorization documents for those funds until July.

Meanwhile construction costs have continued to rise unabated. Our first hard cost estimate from our contractor, Broward Builders, was dated March 8, 2016 and was for \$5,341,152. When we completed the plans, Broward put together another estimate on September 18, 2017 for \$5,498,841. That 2017 construction included \$850,000, over 15%, for contingencies. The contingency budget included a \$500,000 hard cost contingency and a \$350,000 escalation to account for projected cost increases. So we were prepared for a final construction cost of nearly \$6,350,000. When we reached 95% of building plans, after several rounds of "value engineering" with the architect and contractor to reduce costs, we sought formal bids from all the trades in May, 2018. That bid solicitation produced a new construction cost of \$6,745,000, a 22% increase over nine months and nearly \$400,000 more than our worst expectations.

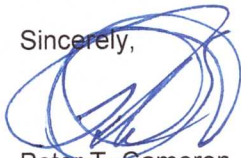
www.vetsresource.org | P.O. Box 9007 | Santa Rosa, CA 95405 |
Tel 707.578.2785 | Fax 707.578.7185

Mayor Budge July 2, 2018
Re: Mather Veterans Village Phase 2 Gap Funding
Page 2

Today we have a firm budget with firm numbers for all line items. It includes \$220,000, or 3.25%, for contingencies. As the Developer we have deferred \$703,000 in Developer Fees, but we remain short of full funding of the project by \$605,000. In the budget are \$430,000 in various amounts we owe the City. These include a \$330,000 predevelopment loan and City staff charges of \$100,000. There is also \$175,000 owed under the Reciprocal Easement Agreement with Phase 1.

As painful as it is to say it, given all that the city has done for the project, I ask for the City's help closing this unexpected funding gap for Mather Veterans Village Phase 2.

Sincerely,



Peter T. Cameron
President and CEO

