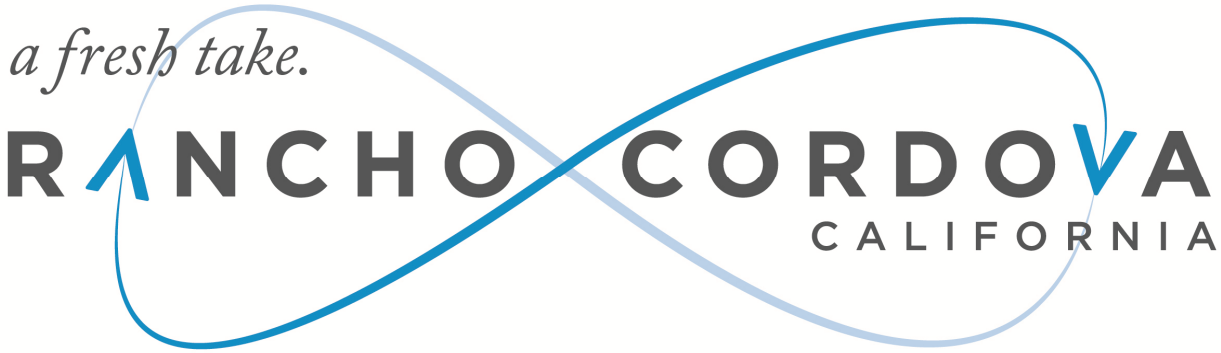
CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

Monday, August 20, 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 20, 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

Bishop Uati Suafoa from Mather Ward, The Church of Jesus Christ Latter-day Saints will give the invocation.

5. PRESENTATIONS

5.1 Proclamations Recognizing Ulices and Moises Buenrostro for Their Heroic Actions Within the City of Rancho Cordova.

5.2 Regional Economic Update Presented by Barry Broome, President and CEO of the Greater Sacramento Economic Council.

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 August 6, 2018 and August 14, 2018 Regular and Special City Council Meetings.

9.2 **Subject:** A Resolution Approving the Final Map of Anatolia IV Village 2, Subdivision No. FM 2017-002-02, and Executing the Subdivision Improvement Agreement Contract No. 156-2018.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement Contract No. 156-2018 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the final subdivision map creating 84 new residentially zoned lots located on the southwest corner of the extension of Chrysanthy Drive and Rancho Cordova Parkway.
Staff Report: Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.
Advances Goals: 1 and 2.

9.3 **Subject:** A Resolution Approving the Final Map of Creekside Commerce Center, Subdivision No. FM 2018-003-01, and Execute the Subdivision Improvement Agreement Contract No. 157-2018.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Approval of this recommended action will result in the City entering into a Subdivision Improvement Agreement, Contract No. 157-2018 (Attachment 2), guaranteeing the construction of public improvements and utilities with 68 Zinfandel JV LLC, and the recording of the final subdivision map creating 8 lots zoned light industrial located at the southwest corner of Zinfandel Drive and North Mather Boulevard.
Staff Report: Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.
Advances Goals: 1 and 2.

9.4 **Subject:** Approve the Final Large Lot Map of Douglas 98 Subdivision No. FM-2018-004-01.
Recommendation: Approve Final Large Lot Map of Douglas 98 Subdivision No. FM-

2018-004-01 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 four large lots.
Staff Report: Albert Stricker, Public Works Director and Marilyn Phelps, Assistant Land Surveyor.
Advances Goals: 1 and 2.

9.5 **Subject:** Approve Parcel Map of Subdivision No. FM-2018-002-01, 3277 and 3287 Monier Circle.
Recommendation: Approve Parcel Map of Subdivision No. FM-2018-002-01, 3277 and 3287 Monier Circle; located on the east side of Monier Circle approximately 1200 feet east and south of Sunrise Boulevard.
Result of Recommended Action: Approval of this recommendation will result in the recording of the parcel map creating two separate parcels.
Staff Report: Albert Stricker, Public Works Director.
Advances Goals: 1 and 2.

9.6 **Subject:** A Resolution of Intention to Establish the City of Rancho Cordova Grantline 208 Community Facilities District 2018-1, to Levy a Special Tax Therein, and to Incur Bonded Indebtedness in and for the District to Finance the Acquisition and Construction of Certain Public Facilities in and for such District.
Recommendation: Adopt Resolutions.
Result of Recommended Action: Adoption of these Resolutions begins the process of forming the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1, with bonded indebtedness in the principal amount not to exceed Thirty Five Million Dollars ($35,000,000) to pay for certain Public Facilities in and for such Community Facilities District, and sets 5:30 p.m. on October 1, 2018 as the time and date for a public hearing on the matter.
Staff Report: Michelle Mingay, Sr. Finance Analyst.
Advances Goal: 5.

9.7 **Subject:** Annexation of the Grantline 208 Subdivision to the City of Rancho Cordova Community Facilities District No. 2013-2 (Police Services).
Recommendation: Adopt Resolution.
Result of Recommended Action: Adoption of the Resolution approves Annexation Map No. 2 for the Grantline 208 Subdivision to Community Facilities District No. 2013-2 (Police Services) (hereinafter "CFD No. 2013-2"), and approves the recording of the Annexation Map and the Notice of Special Tax Lien.
Staff Report: Michelle Mingay, Sr. Finance Analyst.
Advances Goal: 5.

9.8 **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 Douglas 98 project.
Recommendation: Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Douglas 98 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 Douglas 98 project and sets a public hearing for September 4, 2018 on the matter.
Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette

Cervantes, Management Technician.
Advances Goal: 5.

9.9 **Subject:** Annexation of the Douglas 98 Project to the City of Rancho Cordova Community Facilities District No. 2014-2 (Street, Lighting and Landscape Maintenance).
Recommendation: Adopt Resolution.
Result of Recommended Action: Adoption of the Resolution approves Annexation Map No. 5 for the Douglas 98 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.
Staff Report: Elizabeth Sparkman, Community Development Director and Jeanette Cervantes, Management Technician.
Advances Goal: 5.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

10.1 **Subject:** A Resolution Declaring a Protest Hearing and Authorizing the Mailing of Property Owner Ballot Relating to the Imposition of an Annual Stormwater Utility Fee for the Grantline 208 Project.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Grantline 208 project. The action also sets 1:30 p.m. on September 5, 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 Goal: 5.

11. PUBLIC HEARING ITEMS

NONE.

12. REGULAR CALENDAR ITEMS

12.1 **Subject:** A Resolution Authorizing the City Manager to Execute Contract No. 113-2018 with West Yost & Associates, Inc. in an Amount Not to Exceed $841,622 for the Development of the Stormwater Capital Improvement Program Master Plan.
Recommendation: Adopt the Resolution.
Result of Recommended Action: Adoption of the Resolution will authorize the City Manager to execute Contract No. 113-2018 with West Yost & Associates, Inc. to develop a Stormwater Capital Improvement Program Master Plan (Master Plan) for an amount not to exceed $841,622.
Staff Report: Albert Stricker, Public Works Director and Allen Quynn, Associate Civil Engineer.
Advances Goals: 1, 2 and 5.

12.2 **Subject:** Annual Community Development Department Update.
Recommendation: Receive the Community Development Department Annual Update.
Result of Recommended Action: No action will be taken by the City Council. Staff

will provide an overview on various projects in development throughout the city.
Staff Report: Elizabeth Sparkman, Community Development Director.
Advances Goals: 1 and 2.

12.3 **Subject:** Economic Development Department Update, Discussion and Possible Direction on Policies, Strategies and Tools.
Recommendation: Receive an update from the Economic Development Department. City staff will be prepared to answer questions from the City Council.
Result of Recommended Action: If directed to do so by City Council, City staff will return with additional information or discussion items at a future Council meeting.
Staff Report: Curt Haven, Economic Development Director.
Advances Goals: 1 and 2.

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	
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 – CANCELLED
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
Monday, December 3	4:00 PM Special Meeting/Study Session 5:30 PM Regular Meeting

UPCOMING MEETINGS	
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 20, 2018 Regular Meeting of the Rancho Cordova City Council was posted and available for review on August 17, 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 17, 2018 at Rancho Cordova, California.

Stacy Leitner, City Clerk

CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, August 06, 2018

4:00 PM – Special Meeting

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

Special Meeting/Work Session to Follow the Regular Meeting

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 5:32 PM.

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

Council Members Absent: Sander.

Staff Members Present: Abhar, Behrends, Cowles, Delaney, Goulart, Heisler, Kniestedt, Leitner, Leonardich, Lindgren, Pittman, Simpson, Sparkman, Weber.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Tera Kolvenbach led the pledge.

4. INVOCATION

Danny Langan from River City Christian gave 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

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

1. Sam Johnson
2. Eric Foster

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

ACTION: Motion to approve items 9.1 and 9.3–9.7 by Terry second by Gatewood; Motion passed with a 4:0 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.

ACTION: Motion to approve bringing this item back with modifications in thirty (30) days by Terry second by Budge; Motion passed with a 4:0 vote.

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

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

ACTION: Motion to approve by Terry second by McGarvey; Motion passed with a 4:0 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.

Mayor Budge opened the public hearing and the following people spoke:

- Pierre Martinez, Lennar Homes

Mayor Budge closed the public hearing.

ACTION: Motion to approve by Terry second by Gatewood; Motion passed with a 4:0 vote.

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.

Mayor Budge opened the public comment. The following people spoke:

- Burt McChesney

Mayor Budge closed the public comment.

ACTION: Motion to approve by McGarvey second by Gatewood; Motion passed with a 4:0 vote.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Terry would like to have a general recycling discussion regarding trends added to the agenda. The item received support from 3 Council Members.

14. ADJOURNMENT

Mayor Budge closed the meeting in memory of the following people:

- Rose Frank Yost (1924-2018)
- Susan 'Sue' Johnson (1936-2018)
- Mary Florence Moraini (1932-2018)
- John Dale Reynen (1937-2018)
- Trudy Porter Schafer (1946-2018)

Stacy Leitner

Stacy Leitner, City Clerk

CITY COUNCIL MEETING

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, August 14, 2018

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

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Budge called the special meeting to order in the American River Community Room at 5:37 PM.

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

Council Members Absent: None.

Staff Members Present: Abhar, Goulart, Harriman, Haven, Heisler, Juran, Kniestedt, Leitner, Schelldorf, Siren, Sparkman, Stricker, Weber.

2. PUBLIC COMMENT

Mayor Budge opened the public comment period. There were no speakers. Mayor Budge closed the public comment period.

3. SPECIAL MEETING ITEM

3.1 **Subject:** Civic Center Visioning Session
Recommendation: Receive information and provide input and direction related to the programming and location of a future Civic Center project.
Result of Recommended Action: Staff is seeking guidance on the preferred programming components and siting options for a Civic Center project.
Staff Report: Elizabeth Sparkman, Community Development Director.
Advances Goals: 1, 5, and 6.

ACTION: Council provided direction and input to staff regarding the programming and location of a future Civic Center project. The discussion will continue in the next few months.

4. ADJOURNMENT

Mayor Budge adjourned the meeting at 8:01 PM.

Stacy Leitner

Stacy Leitner, City Clerk

MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF ANATOLIA IV VILLAGE 2, SUBDIVISION NO. FM 2017-002-02 AND EXECUTING THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 156-2018**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement Contract No. 156-2018 (Attachment 2) guaranteeing the construction of public roads and utilities with Lennar Homes of California, Inc. and the recording of the final subdivision map creating 84 new residentially zoned lots located on the southwest corner of the extension of Chrysanthy Drive and Rancho Cordova Parkway.

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 November 17, 2014 and the First Amendment to the Development Agreement was entered into and recorded on January 1, 2015. A copy of the final map **(ATTACHMENT 3)** and copy of the vicinity map **(ATTACHMENT 4)** are included with this letter.

Roads are offered for dedication with this subdivision. Lennar Homes of California, Inc. has provided a performance and labor and material bond guaranteeing the construction of the public improvements. The final monumentation for the subdivision has been secured with the performance bond. The soil report requirement has been satisfied by Wallace-Kuhl & Associates dated January 31, 2017.

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. Resolution
2. Subdivision Improvement Agreement Contract No. 156-2018
3. 8 ½”x11” Copy of Final Map
4. Vicinity Map

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, TO APPROVE THE FINAL MAP OF ANATOLIA IV VILLAGE 2, SUBDIVISION NO. FM 2017-002-01, AND EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 156-2018

WHEREAS, the City Council approved the Tentative Map on November 17, 2014 per Resolution No. 129-2014; and

WHEREAS, the map is in substantial compliance with the approved tentative map; and

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

WHEREAS, the map complies with Title 22 of the City of Rancho Cordova municipal code and the California Subdivision Map Act.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does approve the Final Map of Anatolia IV Village 2, Subdivision No. FM 2017-002-02 and resolves to execute a Subdivision Improvement Agreement (Attachment 2) on behalf of the City in connection with Lennar Homes of California, Inc. in a form approved by the City Attorney, and to do and perform everything necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2___, by and between the City of Rancho Cordova, (hereinafter "City"), and Lennar Homes of California Inc. (hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

ATTACHMENT 2

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated _____, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

6. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount designated in the development agreement and amendments thereto per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

7. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 9 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable

structures within the subdivision.

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

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

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

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

12. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the

ATTACHMENT 2

amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$827,600.** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

14. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses.

ATTACHMENT 2

If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

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

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

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

17. City Construction of Improvements. In the event that all or any portion of the works of improvement contemplated

ATTACHMENT 2

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

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

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

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

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

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

23. **Successors and Assigns**. This Agreement shall bind and

ATTACHMENT 2

inure to the benefit of the respective successors and assigns of the parties hereto.

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

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

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST: _____
Clerk of the City Council

PRINCIPAL
LENNAR HOMES OF CALIFORNIA,
A CALIFORNIA, CORPORATION

_____
[Larry Gualco, VP]

6/27/14

ATTACHMENT 2

ACKNOWLEDGMENT

ATTACHMENT 2

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

State of California
County of Placer } ss.

On July 23, 2018 before me, Monique Reynolds,

Notary Public, personally appeared Larry Gualco,

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

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

WITNESS my hand and official seal.

MONIQUE REYNOLDS
Notary Public - California
Placer County
Commission # 2171051
My Comm. Expires Nov 24, 2020

Signature

(seal)

OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document Anatolia IV Phase 2

Number of Pages in Document _____

Document in a Foreign Language _____

Thumbprint of Signer

☐ Check here if no thumbprint or fingerprint is available.

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Other Information: _____

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP.

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

THE UNDERSIGNED HEREBY OFFER FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES MINOTAUR CIRCLE, ORPHEUS CIRCLE, PARNASSUS DRIVE, AND TOURS WAY AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

1. EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS E, F, G, H, AND I, AND THOSE STRIPS OF LAND 12.50 FEET WIDTH LYING CONTIGUOUS TO THE PUBLIC STREETS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (PUE)

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

SUNRIDGE-ANATOLIA, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: AKT SUNRIDGE ANATOLIA INVESTORS, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY, MANAGING MEMBER

BY: AKT DEVELOPMENT CORPORATION,
A CALIFORNIA CORPORATION, MANAGING MEMBER

BY: R. Bertolina

NAME: RON BERTOLINA

TITLE: VICE PRESIDENT

NOTARY'S 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 SACRAMENTO) SS

ON 18TH DAY OF JULY, 2018 BEFORE ME, MAI VANG, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RON BERTOLINA

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: MV

PRINTED NAME: MAI VANG

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF: SACRAMENTO

MY COMMISSION EXPIRES: JUNE 28, 2019

MY COMMISSION No.: 2117555

TRUSTEE'S STATEMENT

STEWART TITLE OF SACRAMENTO, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED MAY 17, 2006 IN BOOK 20060517, PAGE 156 OF OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY:

TITLE:

DATE:

NOTARY'S 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 _____) SS

ON _____ DAY OF _____, 2018 BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, 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:

PRINTED NAME:

MY PRINCIPLE PLACE OF BUSINESS IS IN THE COUNTY OF:

MY COMMISSION EXPIRES:

MY COMMISSION No.:

SURVEYOR'S STATEMENT

THIS FINAL 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 ORDINANCE AT THE REQUEST OF SUNRIDGE-ANATOLIA, LLC., IN MARCH 2017. I HEREBY STATE THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST 31, 2020 AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR DENNIS L. BARBER EXP:12-31-19 No. 8067 STATE OF CALIFORNIA

DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2019

7/18/18
DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF ANATOLIA IV - VILLAGE 2 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY 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.

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

DATED:

REGISTERED PROFESSIONAL ENGINEER ALBERT STRICKER No. 64057 Exp. 09/30/18 CIVIL STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

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

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

DATED:

LICENSED LAND SURVEYOR CYRUS E. ABHAR L7723 EXPIRES 12/31/2019 STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON AS THE PUBLIC CIRCLES, DRIVE AND WAY TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF, AND CERTIFY THE ABANDONMENT LISTED HEREON.

BY:
CITY CLERK
CITY OF RANCHO CORDOVA

DATED:

RECORDER'S STATEMENT

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

DONNA ALLRED COUNTY RECORDER
COUNTY OF SACRAMENTO

DOCUMENT NO.:

BY:
DEPUTY RECORDER

FEE: $

FINAL MAP OF

ANATOLIA IV - VILLAGE 2

SUBDIVISION NO. FM 2017-002-02
BEING ALL OF THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "ANATOLIA IV - VILLAGE 1",
FILED IN BOOK 397 OF MAPS, PAGE 2, O.R.S.C.
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

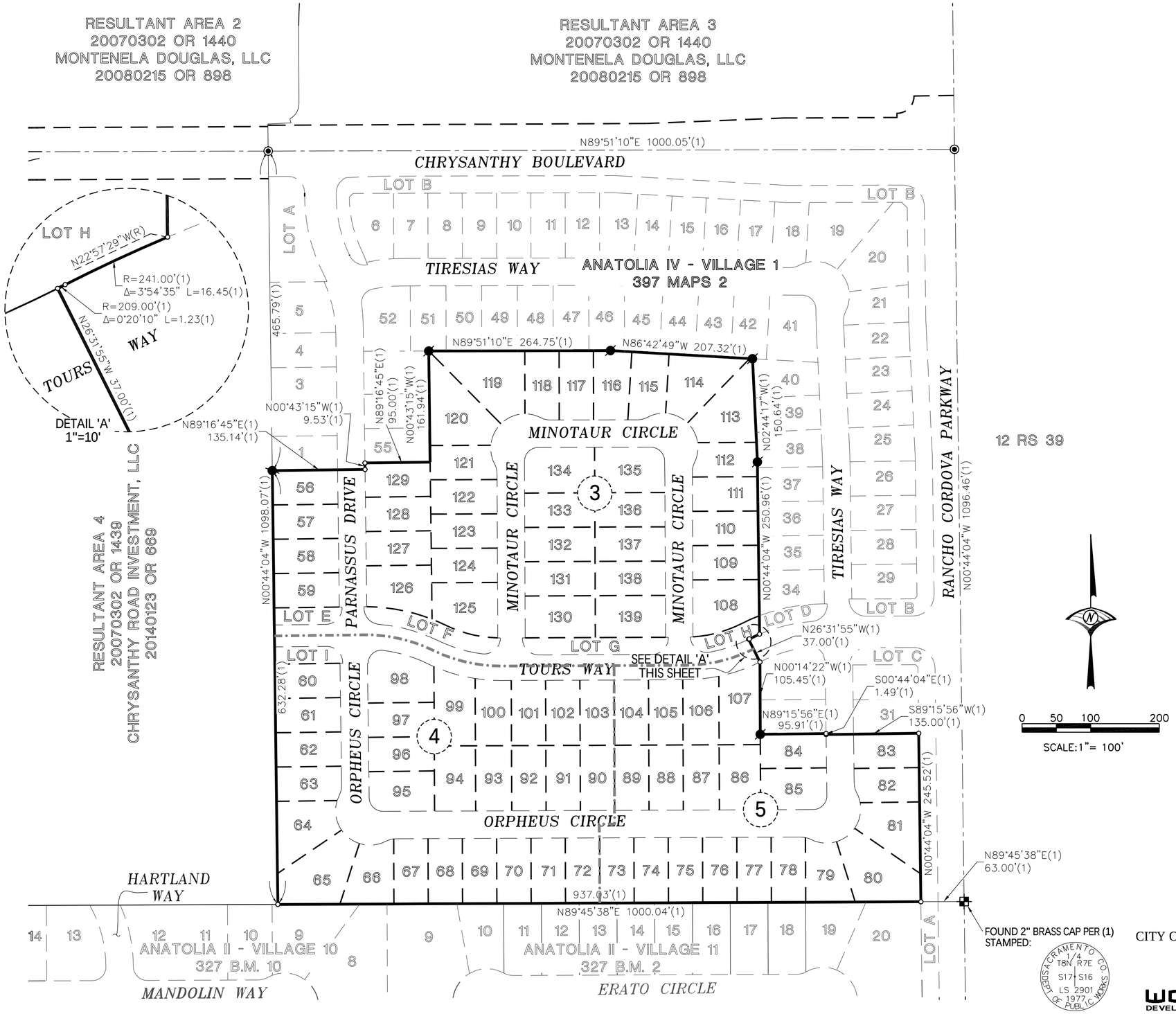
AUGUST 2018

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

Sheet 1 of 5

1143.143

VILLAGE BOUNDARY AND SHEET INDEX



NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, AND ARC LENGTH.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS SUBDIVISION IS 13.43± ACRES, CONSISTING OF 84 RESIDENTIAL LOTS (NUMBERED 56 THROUGH 139), AND 5 MISCELLANEOUS LOTS (LETTERED E THROUGH I).
5. 5/8" REBAR CAPPED "LS 6815" WILL BE SET AT ALL REAR LOT CORNERS, ALONG WITH ALL LOT LINE ANGLE POINTS OR AT A 2.00 FOOT PROJECTION ALONG LOT LINES ADJACENT TO WALLS (2.00 FOOT BY 2.00 FOOT OFFSETS FOR ANGLE POINTS ADJACENT TO WALLS). FRONT CORNERS WILL BE SET WITH A 1" BRASS DISK STAMPED "LS 6815" AT A 1.00 FOOT PROJECTION OF THE PROPERTY LINE ONTO THE SIDEWALK.
6. THERE IS A 5.00 FOOT POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHTS OF WAY SHOWN HEREON.
7. A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE KUHL & ASSOCIATES ON JANUARY 31, 2017. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.
8. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:

   8.1. THE EASEMENT FOR PUBLIC HIGHWAY OR ROAD, AND ALL NECESSARY UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF RANCHO CORDOVA, RECORDED IN BOOK 20060725 OF OFFICIAL RECORDS, AT PAGE 1382, SACRAMENTO COUNTY RECORDS.
9. LOTS E, F, G, H AND I ARE DESIGNATED AS PEDESTRIAN PASEO LOTS TO BE GRANTED TO THE CITY OF RANCHO CORDOVA, ALSO TO BE A PUBLIC UTILITY EASEMENT.

LEGEND

✚	FOUND SECTION 1/4 CORNER AS NOTED
◉	FOUND 3/4" IRON PIPE WITH CAP STAMPED "LS 8067" PER (1)
◎	SET 3/4" IRON PIPE WITH CAP STAMPED "LS 8067"
●	FOUND 5/8" REBAR WITH CAP STAMPED "LS 8067" PER (1)
OR	OFFICIAL RECORDS OF SACRAMENTO COUNTY
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
SF	SQUARE FEET
SNF	SEARCHED, NOT FOUND

REFERENCES:

(1) 397 MAPS 2 FINAL MAP OF ANATOLIA IV – VILLAGE 1

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS IDENTICAL TO THE FINAL MAP OF ANATOLIA IV – VILLAGE 1, FILED FOR RECORD ON AUGUST 18, 2017 IN BOOK 397 OF MAPS, AT PAGE 2 OFFICIAL RECORDS OF SACRAMENTO COUNTY.

FINAL MAP OF

ANATOLIA IV - VILLAGE 2

SUBDIVISION NO. FM 2017-002-02
BEING ALL OF THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "ANATOLIA IV - VILLAGE 1", FILED IN BOOK 397 OF MAPS, PAGE 2, O.R.S.C.
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2018

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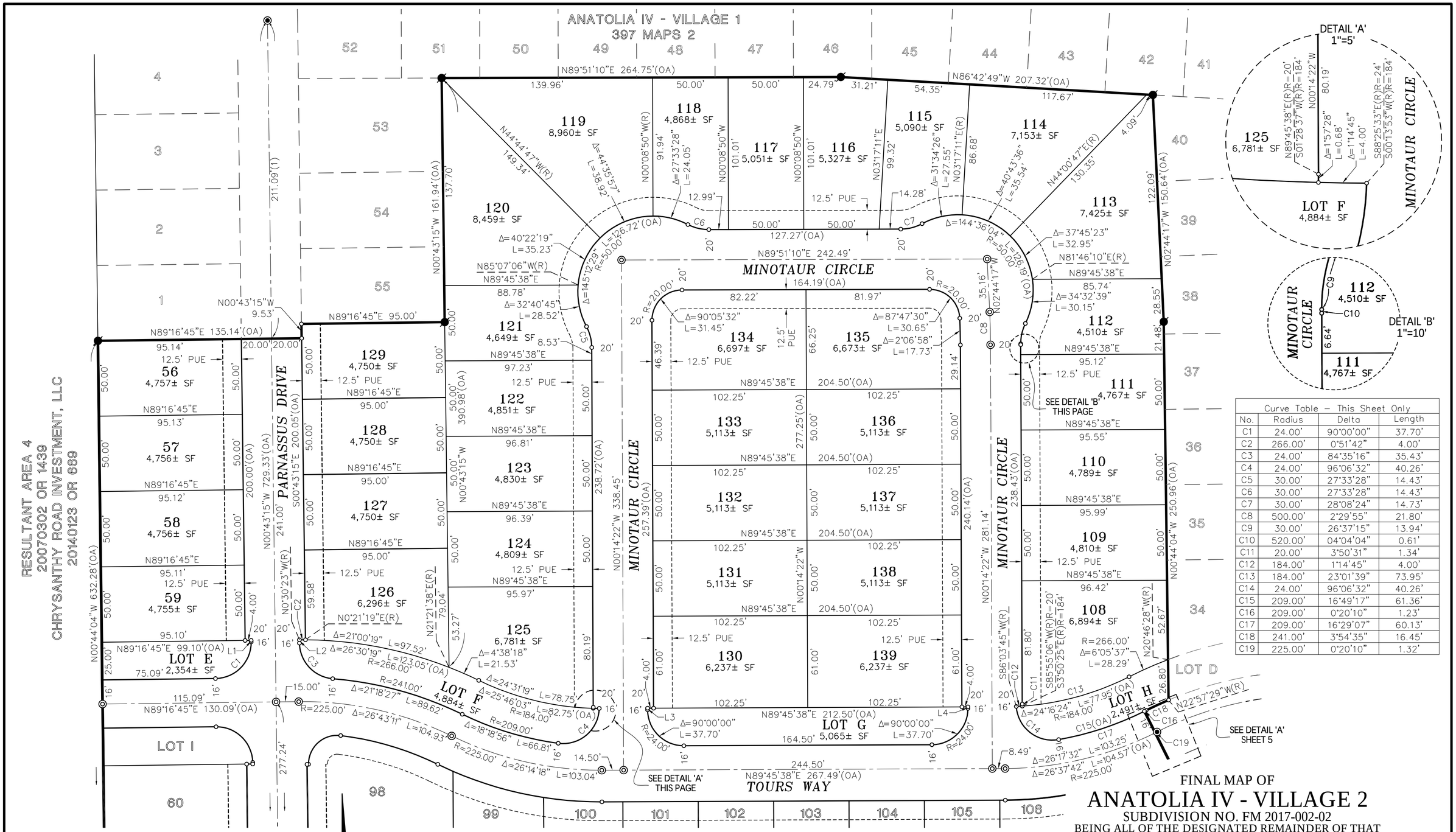
Sacramento, CA 95816 Fax 916.341.7767

Sheet 2 of 5

1143.143



Curve Table – This Sheet Only			
No.	Radius	Delta	Length
C1	24.00'	90°00'00"	37.70'
C2	266.00'	0°51'42"	4.00'
C3	24.00'	84°35'16"	35.43'
C4	24.00'	96°06'32"	40.26'
C5	30.00'	27°33'28"	14.43'
C6	30.00'	27°33'28"	14.43'
C7	30.00'	28°08'24"	14.73'
C8	500.00'	2°29'55"	21.80'
C9	30.00'	26°37'15"	13.94'
C10	520.00'	04°04'04"	0.61'
C11	20.00'	3°50'31"	1.34'
C12	184.00'	1°14'45"	4.00'
C13	184.00'	23°01'39"	73.95'
C14	24.00'	96°06'32"	40.26'
C15	209.00'	16°49'17"	61.36'
C16	209.00'	0°20'10"	1.23'
C17	209.00'	16°29'07"	60.13'
C18	241.00'	3°54'35"	16.45'
C19	225.00'	0°20'10"	1.32'

Line Table – This Sheet Only		
No.	Bearing	Length
L1	N0°43'15"W	1.00'
L2	N0°43'15"W	2.18'
L3	N0°14'22"W	1.00'
L4	N0°14'22"W	1.00'

FINAL MAP OF

ANATOLIA IV - VILLAGE 2

SUBDIVISION NO. FM 2017-002-02

BEING ALL OF THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "ANATOLIA IV - VILLAGE 1", FILED IN BOOK 397 OF MAPS, PAGE 2, O.R.S.C.

CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

AUGUST 2018

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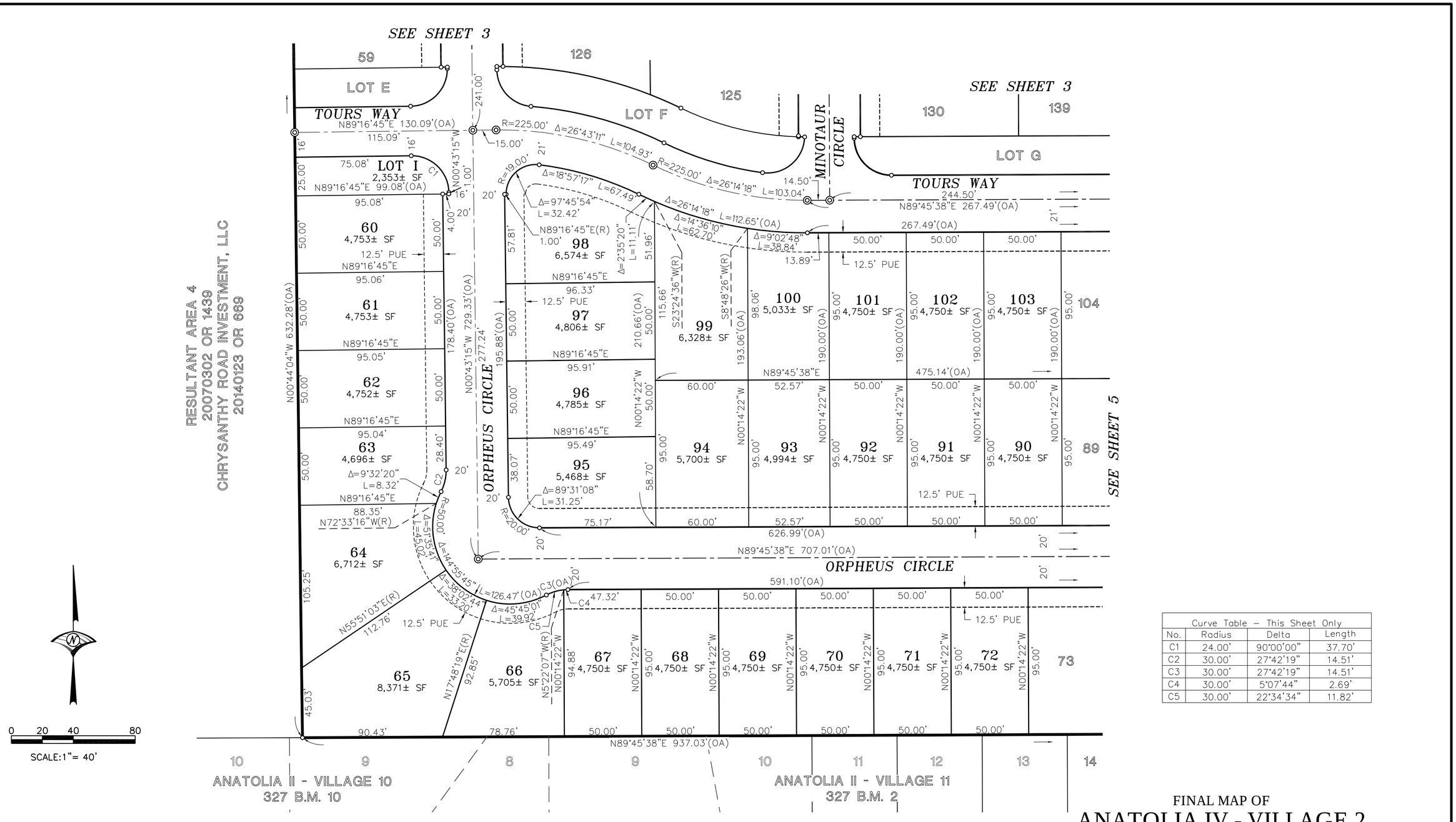
Sacramento, CA 95816 Fax 916.341.7767

Sheet 3 of 5

1143.143

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



Curve Table – This Sheet Only			
No.	Radius	Delta	Length
C1	24.00'	90°00'00"	37.70'
C2	30.00'	27°42'19"	14.51'
C3	30.00'	27°42'19"	14.51'
C4	30.00'	5°07'44"	2.69'
C5	30.00'	22°34'34"	11.82'

FINAL MAP OF

ANATOLIA IV - VILLAGE 2

SUBDIVISION NO. FM 2017-002-02

BEING ALL OF THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "ANATOLIA IV - VILLAGE 1", FILED IN BOOK 397 OF MAPS, PAGE 2, O.R.S.C.

CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

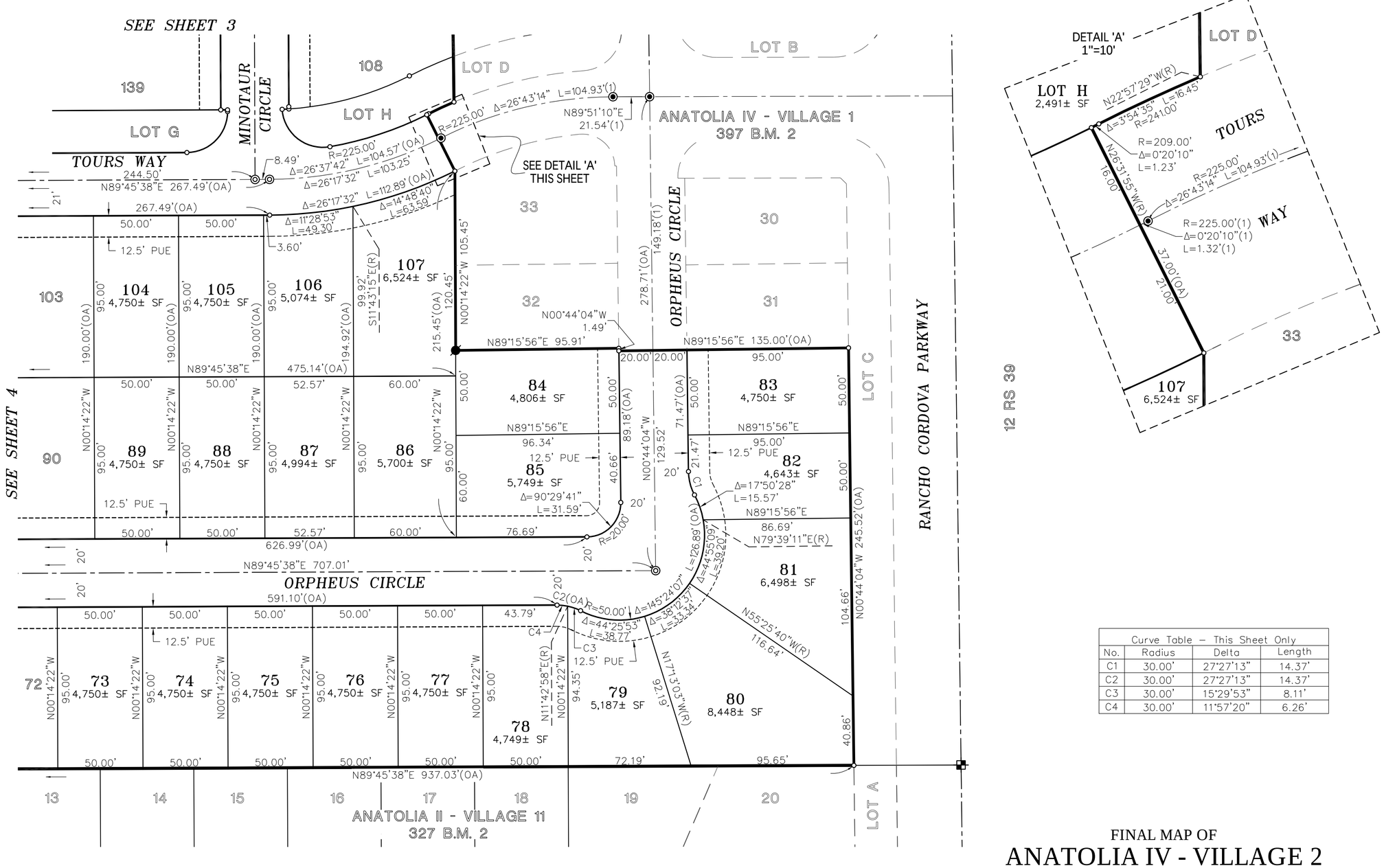
AUGUST 2018

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

Sheet 4 of 5

1143.143

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



Curve Table – This Sheet Only			
No.	Radius	Delta	Length
C1	30.00'	27°27'13"	14.37'
C2	30.00'	27°27'13"	14.37'
C3	30.00'	15°29'53"	8.11'
C4	30.00'	11°57'20"	6.26'

FINAL MAP OF

ANATOLIA IV - VILLAGE 2

SUBDIVISION NO. FM 2017-002-02
BEING ALL OF THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "ANATOLIA IV - VILLAGE 1",
FILED IN BOOK 397 OF MAPS, PAGE 2, O.R.S.C.
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

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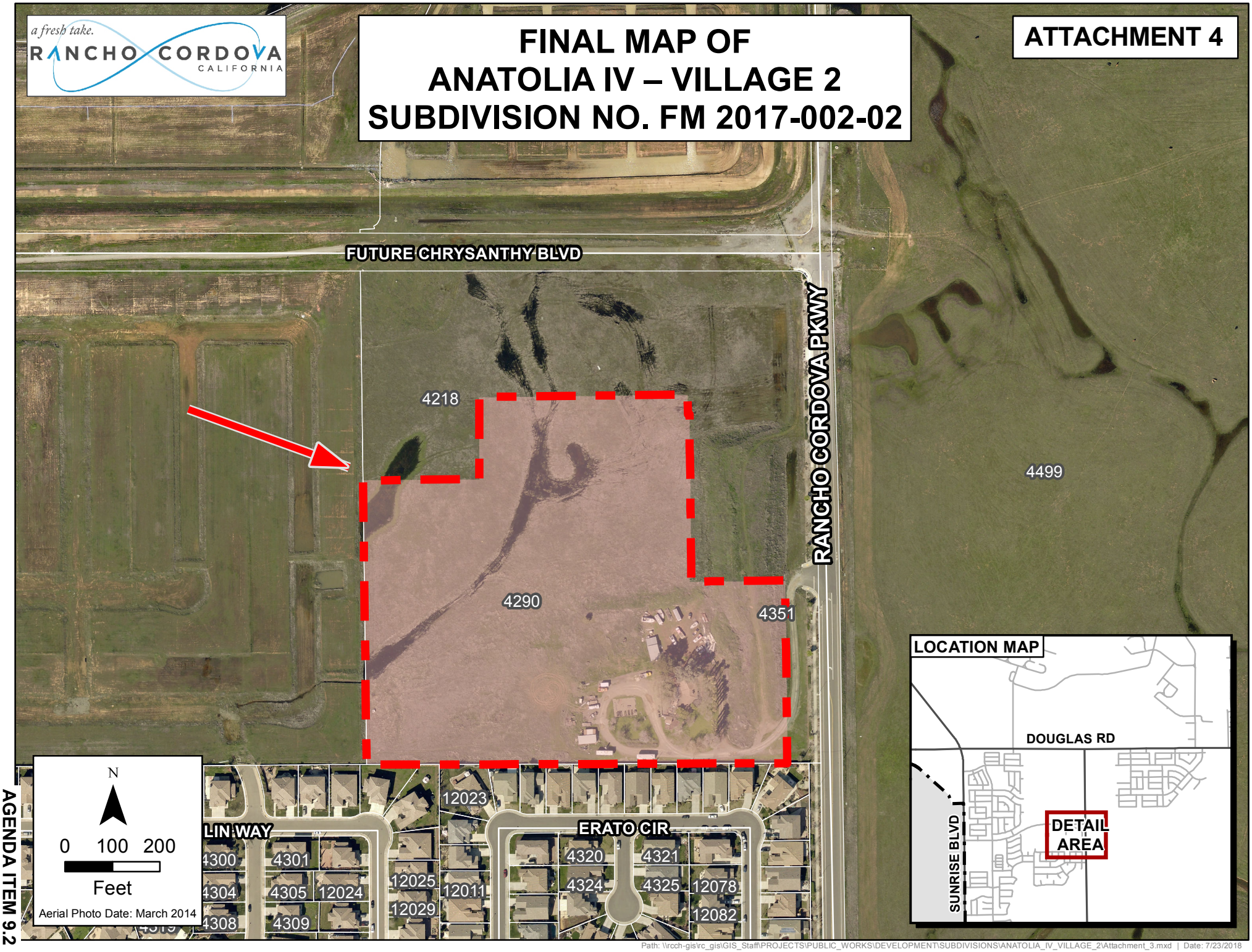
Sheet 5 of 5

1143.143

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

FINAL MAP OF ANATOLIA IV – VILLAGE 2 SUBDIVISION NO. FM 2017-002-02

ATTACHMENT 4



Path: \\rcch-gis\rc_gis\GIS_Staff\PROJECTS\PUBLIC_WORKS\DEVELOPMENT\SUBDIVISIONS\ANATOLIA_IV_VILLAGE_2\Attachment_3.mxd | Date: 7/23/2018

MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

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

SUBJECT: **A RESOLUTION APPROVING THE FINAL MAP OF CREEKSIDE COMMERCE CENTER, SUBDIVISION NO. FM 2018-003-01 AND EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT CONTRACT NO. 157-2018**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the City entering into a Subdivision Improvement Agreement, Contract No. 157-2018 **(ATTACHMENT 2)**, guaranteeing the construction of public improvements and utilities with 68 Zinfandel JV LLC, and the recording of the final subdivision map creating 8 lots zoned light industrial located at the southwest corner of Zinfandel Drive and North Mather Boulevard.

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 April 3, 2017. A copy of the final map **(ATTACHMENT 3)** and copy of the vicinity map **(ATTACHMENT 4)** are included with this letter.

Roads are offered for dedication. 68 Zinfandel JV LLC has provided a performance and labor and material bond guaranteeing the construction of the public improvements. The final monumentation for the subdivision has been waived by RFE Engineering Inc.

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. Resolution
2. Subdivision Improvement Agreement Contract No. 157-2018
3. 8 ½”x11” Copy of Final Map
4. Vicinity Map

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 FINAL MAP FOR CREEKSIDE COMMERCE CENTER, SUBDIVISION NO. FM 2018-003-01, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBDIVISION IMPROVEMENT AGREEMENT, CONTRACT NO. 157-2018

WHEREAS, the City Council approved the Tentative Map for Creekside Commerce Center on April 3, 2017 per Resolution No. 41-2017; and

WHEREAS, the final map is in substantial compliance with the approved tentative map; and

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

WHEREAS, the final map complies with Title 22 of the City of Rancho Cordova municipal code and the California Subdivision Map Act;

WHEREAS, the approval of a is a ministerial action and therefore exempt from further review under the California Environmental Quality Act pursuant to 14 CCR § 15268(b)(3), "Ministerial Projects."

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council approves the Final Map of Creekside Commerce Center, Subdivision No. FM 2018-003-01 and authorizes the City Manager to execute a Subdivision Improvement Agreement, Contract No. 157-2018 (ATTACHMENT 2), on behalf of the City in connection 68 Zinfandel JV LLC in a form approved by the City Attorney, and to do and perform everything necessary to carry out the purpose of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTACHMENT 1

ATTEST:

_____
Stacy Leitner, City Clerk

ATTACHMENT 2

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2018, by and between the City of Rancho Cordova, (hereinafter "City"), and 68 Zinfandel JV LLC, a Delaware limited liability company (hereinafter "Principal").

RECITALS

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

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

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

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

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

1. **Incorporation of Recitals**. The foregoing recitals are hereby incorporated by reference.

2. **Findings and Conditions of Subdivision Map**. Principal recognizes that approval of his subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map**. City agrees to approve the final map of the subdivision presented to it by Principal and designated **Creekside Commerce Center**, and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

7. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 9 hereof. Acceptance will be postponed until such time the City determines a public purpose exists. Public Purpose is defined as existence of habitable structures within the subdivision.

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

9. **Correction of Defects**. Principal agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve months

after acceptance thereof by City.

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

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

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

(b) In lieu of said corporate surety bonds, Principal may furnish an improvement security consisting of a letter of credit, certificate of deposit, or similar instrument of credit, in form

satisfactory to City, issued by a financial institution subject to regulation by the State or Federal government, pledging that the funds necessary to meet the performance required herein are on deposit, and guaranteed for payment on demand. Said letter of credit, certificate of deposit, or similar instrument of credit shall provide that the funds designated therein shall become trust funds for the purposes set forth in said instrument.

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of $**96,470.00.** The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

14. Inspection of Work In Progress. (a) Principal may request The City Engineer to inspect the work as it progresses. If the work performed is found to be in accordance with the requirements of City, it may be accepted as it progresses and a partial refund of the cash deposit, or a release pro tanto of the faithful performance bond, letter of credit, certificate of deposit or similar instrument of credit shall be made in a sum in the same ratio to the total deposit as the work accepted bears to the total work to be done. No refund in excess of 85 percent of

the total amount of the improvement security for faithful performance shall be made until all the work has been completed and accepted.

(b) The determination of the Administrator of Public Works of City as to the amount of work done, and the amount of refund or partial release pro tanto, shall be final and conclusive. When the work of improvement is accepted, 10 percent of the improvement security shall be retained to guarantee faithful performance of the provisions of paragraph 8 of this Agreement.

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

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

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

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

18. **Interest**. Interest shall accrue at the highest rate

permitted by law on all sums from the date payment is due under the terms of this agreement and the sum due is certain or reasonably capable of being made certain.

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

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

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

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

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

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

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

Creekside Commerce Center

ATTACHMENT 2

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY (SEAL)

ATTEST: _____
Clerk of the City Council

68 ZINFANDEL JV LLC, A DELAWARE
LIMITED LIABILITY COMPANY
BY: D&s DEVELOPMENT, INC., A
CALIFORNIA CORPORATION, ITS MANAGER

_____
DAVOD MIRYABIANEH, PRESIDENT

6/27/14

SUBDIVISION MAP NO. FM-2018-003-01
CREEKSIDE COMMERCE CENTER

LOT 1 OF FINAL MAP NO.95-0533.8 ENTITLED "VILLAGES OF ZINFANDEL UNIT NO.10"
FILED IN BOOK 349 OF MAPS, AT PAGE 7
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
AUGUST, 2018 SCALE N/A
RFE ENGINEERING, INC.
SHEET 1 OF 4

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF CREEKSIDE COMMERCE CENTER AND PURSUANT TO THE PROVISIONS OF SECTION 7050 OF THE GOVERNMENT CODE IRREVOCABLY OFFER FOR DEDICATION TO THE CITY OF RANCHO CORDOVA FOR ANY PUBLIC PURPOSE THE RIGHT OF WAY ON, OVER, ACROSS, AND UNDER THE STRIP OF LAND SHOWN HEREON AND DESIGNATED "IRREVOCABLE OFFER OF DEDICATION" AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

(A) EASEMENTS FOR INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND FIFTEEN (15.00) AND TWELVE AND ONE HALF (12.5) FEET IN WIDTH AND CONTIGUOUS TO THE BOULEVARD AND DRIVE AS SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).

(B) RIGHTS OF WAY AND EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF A PEDESTRIAN WALKWAY, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "PEDESTRIAN EASEMENT"

(C) 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) A RIGHT-OF-WAY AND EASEMENT FOR A BIKE PATH, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS THE LAND SHOWN HEREON AND DESIGNATED "BIKE PATH EASEMENT".

(E) EMERGENCY ACCESS EASEMENT (E.A.E.) THROUGH AND OVER THE STRIP OF LAND SHOWN HEREON AS DESIGNATED AS E.A.E. ARE FOR USE BY PUBLIC, COUNTY, STATE AGENCIES OR THEIR AGENTS AND THEIR VEHICLES IN RESPONSE TO LAW ENFORCEMENT, FIRE, MEDICAL OR EMERGENCIES CAUSED BY NATURAL DISASTER.

68 ZINFANDEL JV LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: D&S DEVELOPMENT, INC., A CALIFORNIA CORPORATION, ITS MANAGER

BY:_____
DAVOD MIRYABIANEH, PRESIDENT

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 ORDINANCE AT THE REQUEST OF STEVE LEBASTCHI ON FEBRUARY, 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY FEBRUARY, 2020; AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ _____
WILLIAM F. McKINNEY DATE
P.L.S. 4715
EXPIRES 09-30-19

PROFESSIONAL LAND SURVEYOR
PRELIMINARY NOT FOR CONSTRUCTION
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT:

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

_____ _____
LAND SURVEYOR, CYRUS E. ABHAR DATE
P.L.S. 7723
EXPIRATION DATE: 12/31/2019

CITY ENGINEER'S STATEMENT:

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

_____
ALBERT STRICKER
R.C.E.64057
EXPIRATION DATE: 9/30/2018

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP ENTITLED "CREEKSIDE COMMERCE CENTER" AND CONSENT TO THE IRREVOCABLE OFFER OF DEDICATION OFFERED HEREON AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS SHOWN HEREON TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENTS THEREOF.

_____ _____
PRINTED NAME SIGNATURE

_____
DATE

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20___, AT _____ ___ .M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF RFE ENGINEERING, INC. TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO._____ ON FILE IN THIS OFFICE.

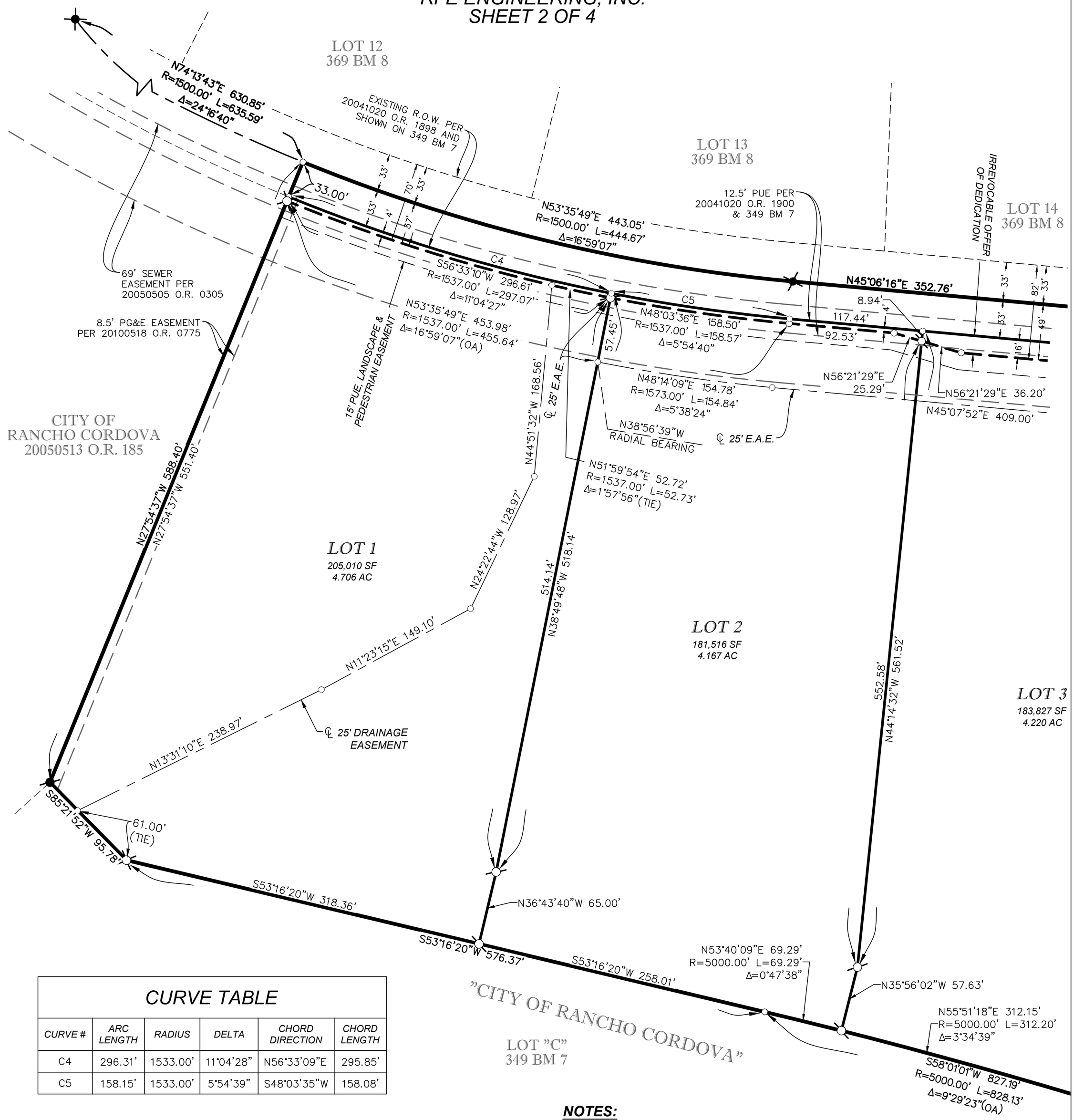
_____
COUNTY RECORDER

BY: _____ FILE NO. _____
DEPUTY

SUBDIVISION MAP NO. FM-2018-003-01

CREEKSIDE COMMERCE CENTER

LOT 1 OF FINAL MAP NO.95-0533.8 ENTITLED "VILLAGES OF ZINFANDEL UNIT NO.10"
FILED IN BOOK 349 OF MAPS, AT PAGE 7
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
AUGUST, 2018 SCALE 1"=60'
RFE ENGINEERING, INC.
SHEET 2 OF 4



CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C4	296.31'	1533.00'	11°04'28"	N56°33'09"E	295.85'
C5	158.15'	1533.00'	5°54'39"	S48°03'35"W	158.08'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WEST LINE OF LOT 1 OF PARCEL MAP NO. 95-0533.8, FILED FOR RECORD IN BOOK 349 OF PARCEL MAPS, AT PAGE 7, SACRAMENTO COUNTY RECORDS, THE BEARING OF WHICH IS SOUTH 27° 54' 37" EAST AND WAS ESTABLISHED FROM FOUND RECORD MONUMENTS SHOWN HEREON.

LEGEND:

- CENTERLINE
- BOUNDARY
- LOT LINES
- EASEMENT
- FOUND 3/4" IP WITH PLUG LS 6815 PER 349 BM 7
- FOUND 1 1/4" IP WITH PLUG LS 6518 PER 349 BM 7
- SET 1 1/4" IP WITH PLUG TAGGED LS 4715
- SET 3/4" REBAR CAPPED LS 4715
- DIMENSION POINT - NOTHING FOUND OR SET

NOTES:

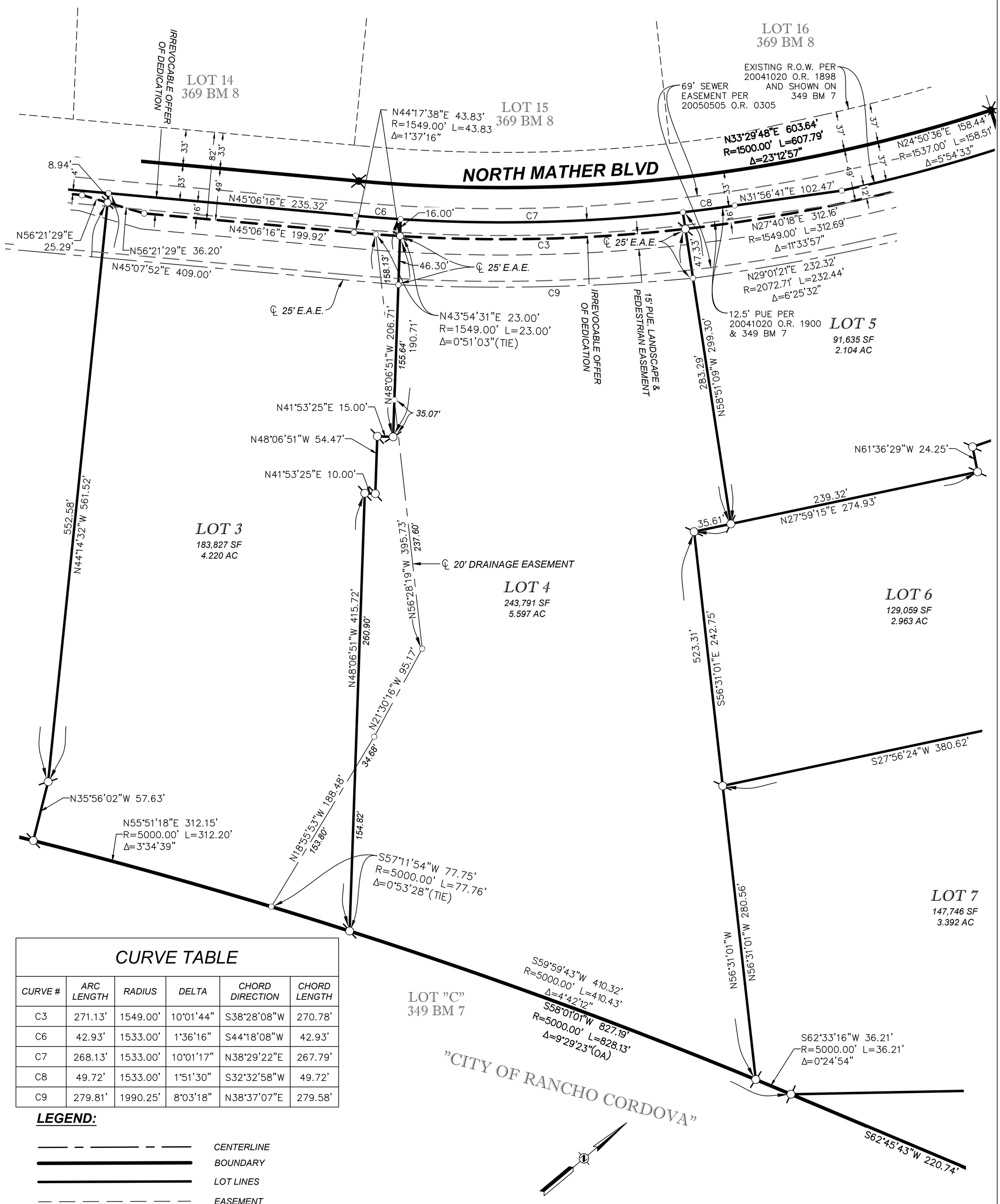
1. SOURCE DEED: DOC. NO. 201712210604.
2. TOTAL AREA OF "CREEKSIDE COMMERCE CENTER" IS 30.466± ACRES, GROSS.
3. A RECIPROCAL PARKING, MAINTENANCE AND ACCESS AGREEMENT SHALL BE PROVIDED BETWEEN THE PARCELS PRIOR TO THE SALE OF SAID PARCELS.
4. THIS PROPERTY IS SUBJECT TO AN "AVIGATION AND NOISE" EASEMENT FILED IN BOOK 20050526 OF OFFICIAL RECORDS, AT PAGE 0184.
5. A SOILS REPORT WAS PREPARED BY WALLACE-KUHL & ASSOCIATES INC., DATED OCTOBER 20, 2006. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE SACRAMENTO COUNTY BUILDING INSPECTOR.

60 0 60 120
1 INCH = 60 FEET

SUBDIVISION MAP NO. FM-2018-003-01

CREEKSIDE COMMERCE CENTER

LOT 1 OF FINAL MAP NO.95-0533.8 ENTITLED "VILLAGES OF ZINFANDEL UNIT NO.10"
FILED IN BOOK 349 OF MAPS, AT PAGE 7
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
AUGUST, 2018 SCALE: 1"=60'
RFE ENGINEERING, INC.
SHEET 3 OF 4



CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C3	271.13'	1549.00'	10°01'44"	S38°28'08"W	270.78'
C6	42.93'	1533.00'	1°36'16"	S44°18'08"W	42.93'
C7	268.13'	1533.00'	10°01'17"	N38°29'22"E	267.79'
C8	49.72'	1533.00'	1°51'30"	S32°32'58"W	49.72'
C9	279.81'	1990.25'	8°03'18"	N38°37'07"E	279.58'

LEGEND:

- CENTERLINE
- BOUNDARY
- LOT LINES
- EASEMENT
- FOUND 3/4" IP WITH PLUG LS 6815 PER 349 BM 7
- FOUND 1 1/4" IP WITH PLUG LS 6518 PER 349 BM 7
- SET 1 1/4" IP WITH PLUG TAGGED LS 4715
- SET 3/4" REBAR CAPPED LS 4715
- DIMENSION POINT - NOTHING FOUND OR SET

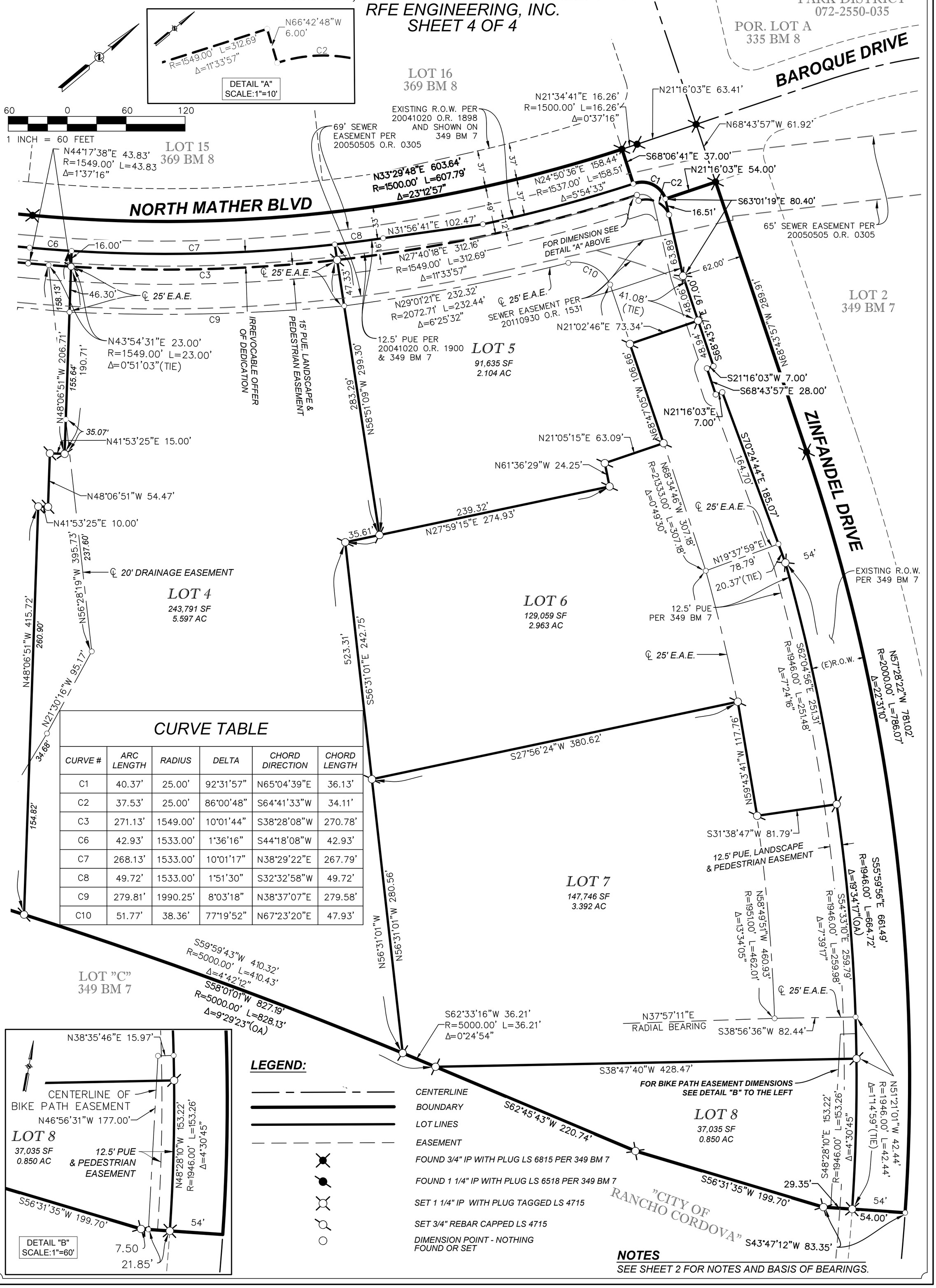
NOTES

SEE SHEET 2 FOR NOTES AND BASIS OF BEARINGS.

SUBDIVISION MAP NO. FM-2018-003-01

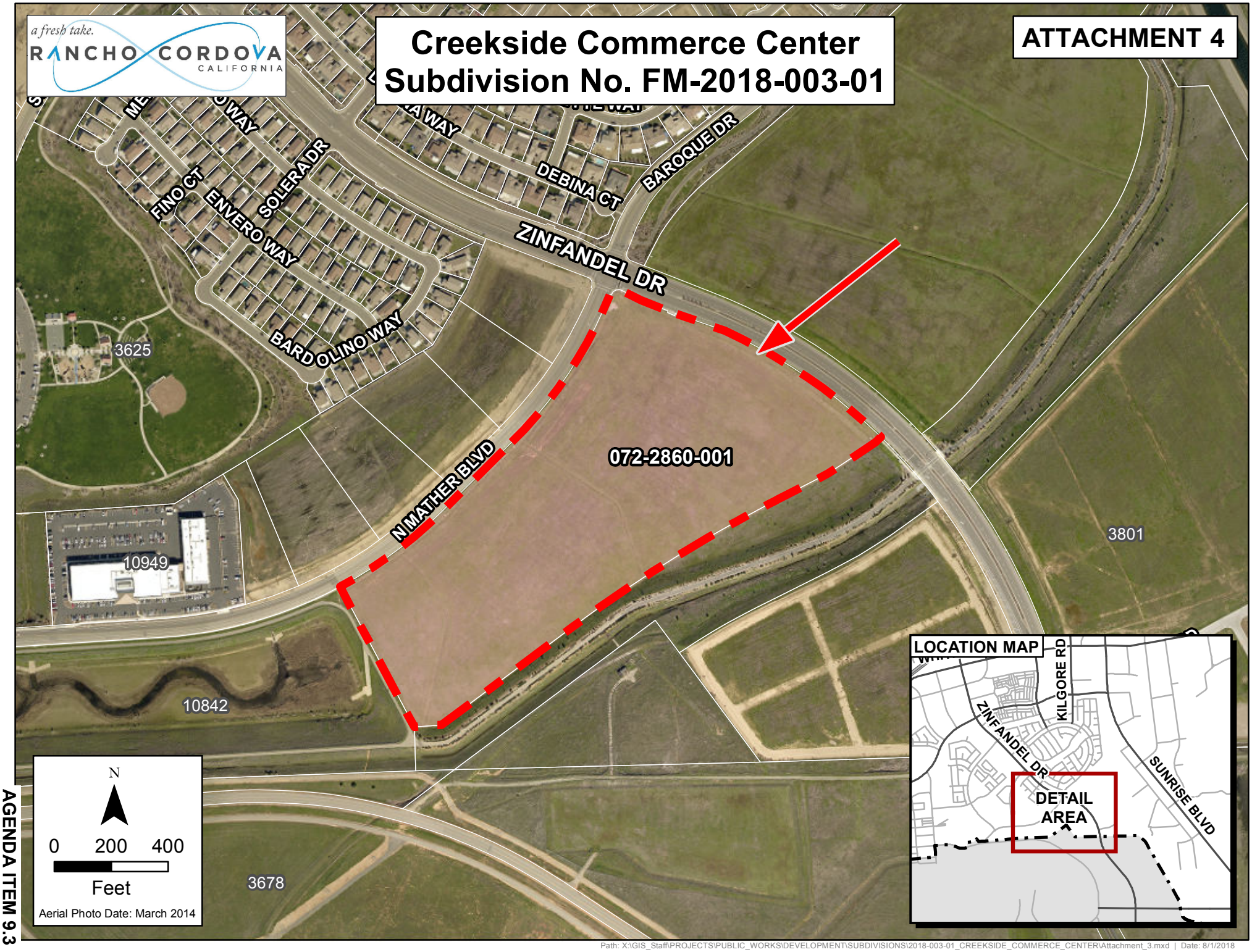
CREEKSIDE COMMERCE CENTER

LOT 1 OF FINAL MAP NO.95-0533.8 ENTITLED "VILLAGES OF ZINFANDEL UNIT NO.10"
FILED IN BOOK 349 OF MAPS, AT PAGE 7
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
AUGUST, 2018 SCALE: 1"=60'
RFE ENGINEERING, INC.
SHEET 4 OF 4



Creekside Commerce Center Subdivision No. FM-2018-003-01

ATTACHMENT 4



Path: X:\GIS_Staff\PROJECTS\PUBLIC_WORKS\DEVELOPMENT\SUBDIVISIONS\2018-003-01_CREEKSIDE_COMMERCE_CENTER\Attachment_3.mxd | Date: 8/1/2018

MEMORANDUM

DATE: August 20, 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 DOUGLAS 98 SUBDIVISION NO. FM-2018-004-01**

RECOMMENDATION

Approve Final Large Lot Map of Douglas 98 Subdivision No. FM-2018-004-01 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 four 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 August 19, 2013. A Development Agreement was entered on September 3, 2013. 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”x11” Copy of Final Map
2. Vicinity Map

FINAL MAP OF
DOUGLAS 98
LARGE LOT MAP
SUBDIVISION NO. FM-2018-004-001

BEING A PORTION OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 10 AND A PORTION OF THE NORTHEAST 1/4 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.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF DOUGLAS 98 LARGE LOT MAP.

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

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC ROADS DESIGNATED AS DOUGLAS ROAD AND GRANT LINE ROAD SHOWN HEREON.

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. THE EXCLUSIVE RIGHT OF VEHICULAR INGRESS AND/OR EGRESS IS GRANTED TO THE CITY OF RANCHO CORDOVA ACROSS THE LOT LINES SHOWN HEREON AND DESIGNATED "NO INGRESS OR EGRESS RIGHTS LINE."

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND 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".

WOODSIDE 05N, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: WDS GP, INC., A CALIFORNIA CORPORATION, GENERAL PARTNER

BY: _____ DATE: _____
SCOTT HOISINGTON, VICE PRESIDENT

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 DOUGLAS ROAD 105, LLC IN MARCH 2018. I HEREBY STATE THAT THIS LARGE LOT 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

PROFESSIONAL LAND SURVEYOR
JOHN E. KLAMM
No. 7375
Exp. 12-31-19
STATE OF CALIFORNIA

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: 9/30/16

REGISTERED PROFESSIONAL ENGINEER
ALBERT STRICKER
No. 64057
CIVIL
STATE OF CALIFORNIA

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

LICENSED LAND SURVEYOR
CYRUS E. ABHAR
No. 7723
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP OF DOUGLAS 98 LARGE LOT MAP AND CONSENT TO THE IRREVOCABLE OFFERS OF DEDICATION OFFERED HEREON AND HAS ACCEPTED ON BEHALF OF THE PUBLIC ALL EASEMENTS AND RIGHTS OF WAY SHOWN HEREON AS DOUGLAS ROAD AND GRANT LINE ROAD TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO SUBJECT TO THE IMPROVEMENT THEREOF.

_____
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. _____

SHEET 1 OF 4

FINAL MAP OF
DOUGLAS 98
LARGE LOT MAP
SUBDIVISION NO. FM-2018-004-001

BEING A PORTION OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 10 AND A PORTION OF THE NORTHEAST 1/4 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

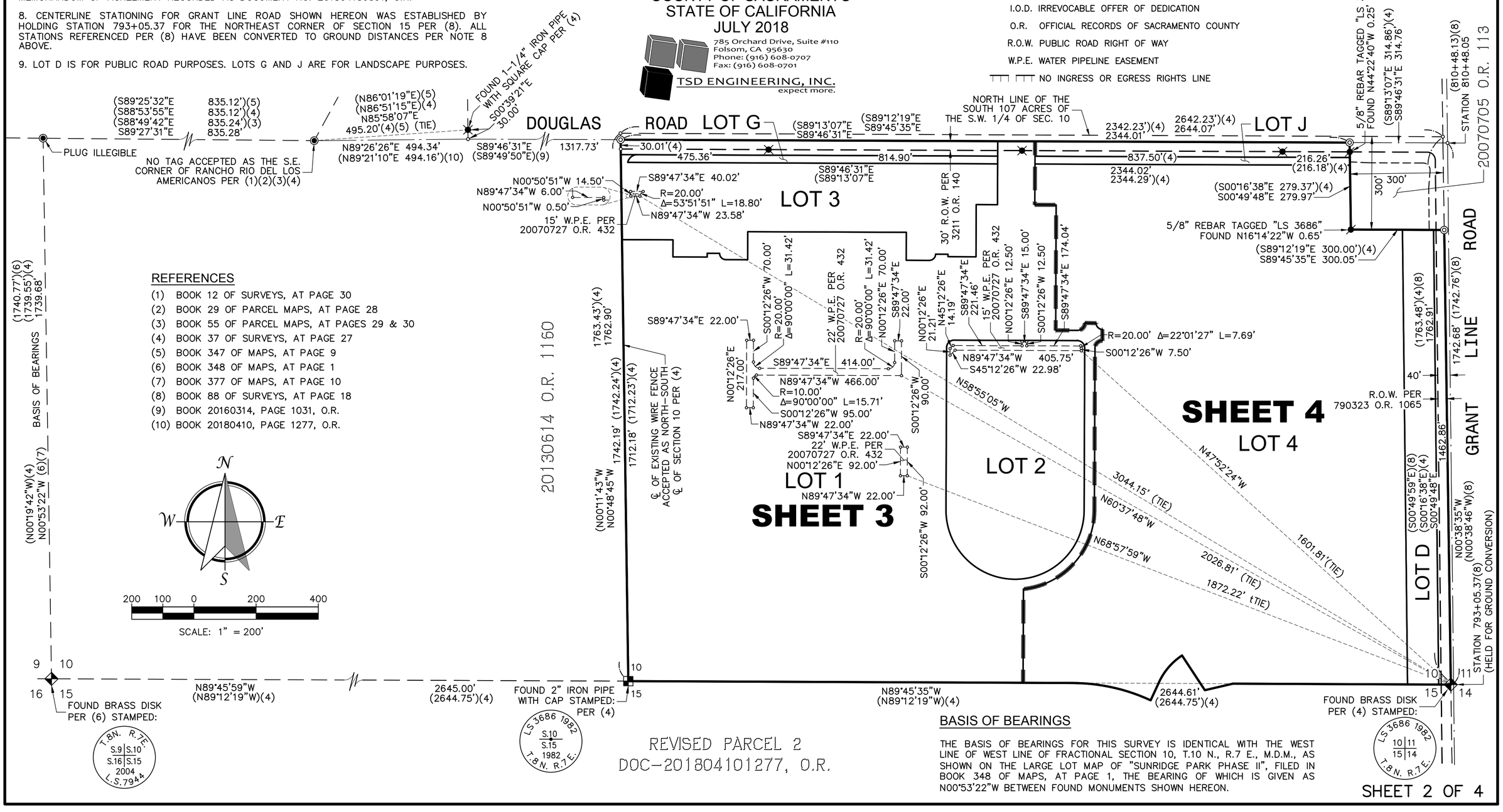
1. THE GROSS AREA OF THIS SUBDIVISION IS 103.825± ACRES. CONSISTING OF 4 LARGE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, CENTRAL ANGLE AND ARC LENGTH.
3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND ARE GROUND DISTANCES.
4. THE RECORD DISTANCES SHOWN HEREON PER (8) HAVE BEEN CONVERTED TO GROUND DISTANCES BY APPLYING THE COMBINED GRID FACTOR OF 0.99995616.
5. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE EASEMENT FOR AVIGATION AND NOISE RECORDED IN BOOK 20070604, PAGE 348, O.R.
6. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE MEMORANDUM OF RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 20160520, PAGE 348, O.R.
7. THE PROPERTY INCLUDED IN THIS SUBDIVISION IS SUBJECT TO THE AMENDED AND RESTATED MEMORANDUM OF AGREEMENT RECORDED AS DOCUMENT NO. 201804180891, O.R.
8. CENTERLINE STATIONING FOR GRANT LINE ROAD SHOWN HEREON WAS ESTABLISHED BY HOLDING STATION 793+05.37 FOR THE NORTHEAST CORNER OF SECTION 15 PER (8). ALL STATIONS REFERENCED PER (8) HAVE BEEN CONVERTED TO GROUND DISTANCES PER NOTE 8 ABOVE.
9. LOT D IS FOR PUBLIC ROAD PURPOSES. LOTS G AND J ARE FOR LANDSCAPE PURPOSES.

LEGEND

- DIMENSION POINT (NOTHING FOUND OR SET)
- FOUND MONUMENT AS NOTED
- FOUND 1-1/4" IRON PIPE NO CAP (EXCEPT AS NOTED)
- FOUND 3/4" IRON PIPE AS NOTED
- 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
- I.O.D. IRREVOCABLE OFFER OF DEDICATION
- O.R. OFFICIAL RECORDS OF SACRAMENTO COUNTY
- R.O.W. PUBLIC ROAD RIGHT OF WAY
- W.P.E. WATER PIPELINE EASEMENT
- NO INGRESS OR EGRESS RIGHTS LINE

REFERENCES

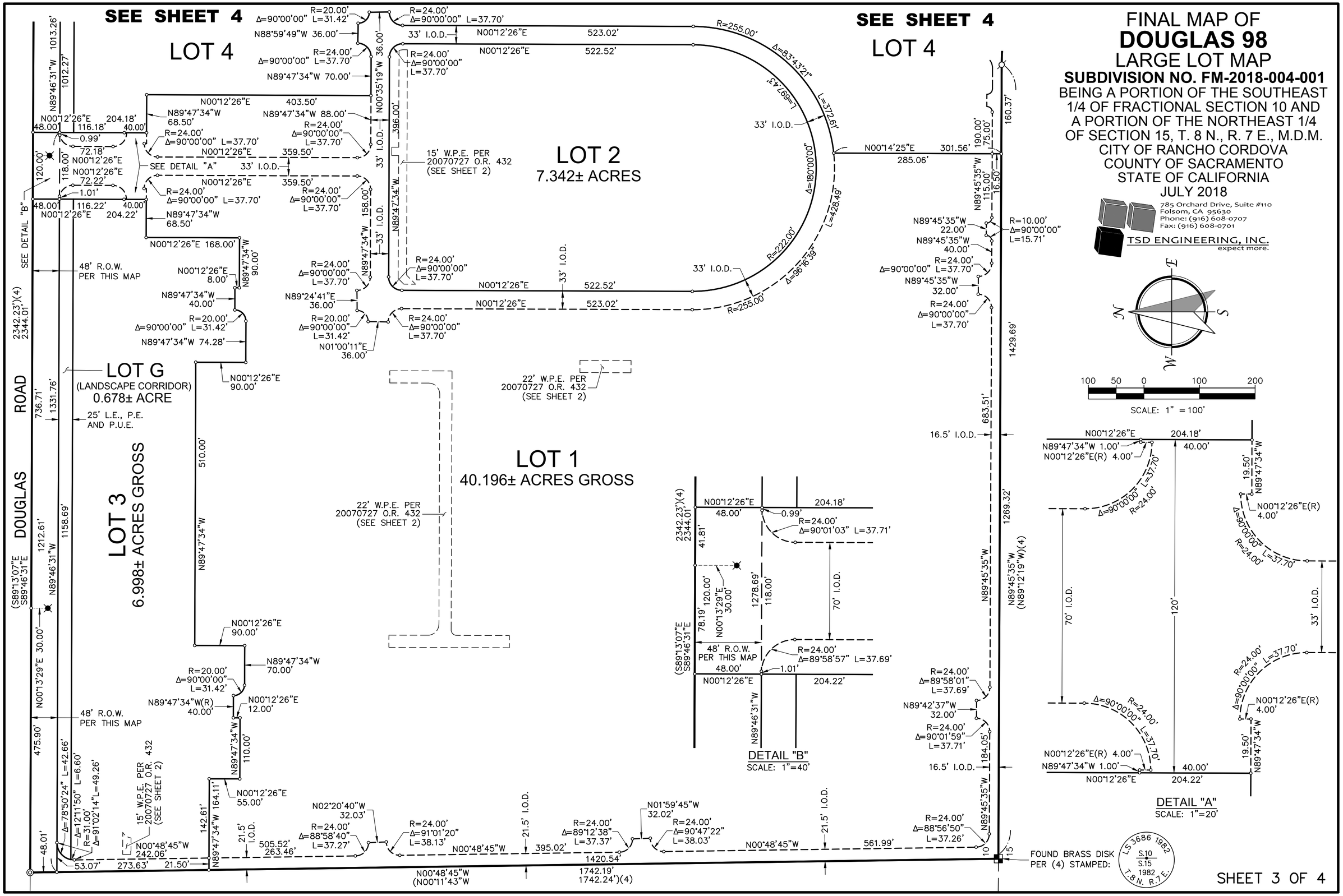
(1) BOOK 12 OF SURVEYS, AT PAGE 30
(2) BOOK 29 OF PARCEL MAPS, AT PAGE 28
(3) BOOK 55 OF PARCEL MAPS, AT PAGES 29 & 30
(4) BOOK 37 OF SURVEYS, AT PAGE 27
(5) BOOK 347 OF MAPS, AT PAGE 9
(6) BOOK 348 OF MAPS, AT PAGE 1
(7) BOOK 377 OF MAPS, AT PAGE 10
(8) BOOK 88 OF SURVEYS, AT PAGE 18
(9) BOOK 20160314, PAGE 1031, O.R.
(10) BOOK 20180410, PAGE 1277, O.R.



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THE WEST LINE OF WEST LINE OF FRACTIONAL SECTION 10, T.10 N., R.7 E., M.D.M., AS SHOWN ON THE LARGE LOT MAP OF "SUNRIDGE PARK PHASE II", FILED IN BOOK 348 OF MAPS, AT PAGE 1, THE BEARING OF WHICH IS GIVEN AS N00°53'22"W BETWEEN FOUND MONUMENTS SHOWN HEREON.

SHEET 2 OF 4


FINAL MAP OF
DOUGLAS 98
LARGE LOT MAP
SUBDIVISION NO. FM-2018-004-001
BEING A PORTION OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 10 AND A PORTION OF THE NORTHEAST 1/4 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.
SCALE: 1" = 100'
SEE SHEET 4
LOT 4
LOT 2
7.342± ACRES
LOT 1
40.196± ACRES GROSS
LOT 3
6.998± ACRES GROSS
LOT G
(LANDSCAPE CORRIDOR)
0.678± ACRE
DOUGLAS ROAD
15' W.P.E. PER 20070727 O.R. 432 (SEE SHEET 2)
22' W.P.E. PER 20070727 O.R. 432 (SEE SHEET 2)
48' R.O.W. PER THIS MAP
25' L.E., P.E. AND P.U.E.
SEE DETAIL "A"
SEE DETAIL "B"
DETAIL "B"
SCALE: 1"=40'
DETAIL "A"
SCALE: 1"=20'
FOUND BRASS DISK PER (4) STAMPED: LS 3686 1982 S.10 S.15 1982 T.8N. R.7E.
SHEET 3 OF 4

FINAL MAP OF **DOUGLAS 98** LARGE LOT MAP

SUBDIVISION NO. FM-2018-004-001

BEING A PORTION OF THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 10 AND A PORTION OF THE NORTHEAST 1/4 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
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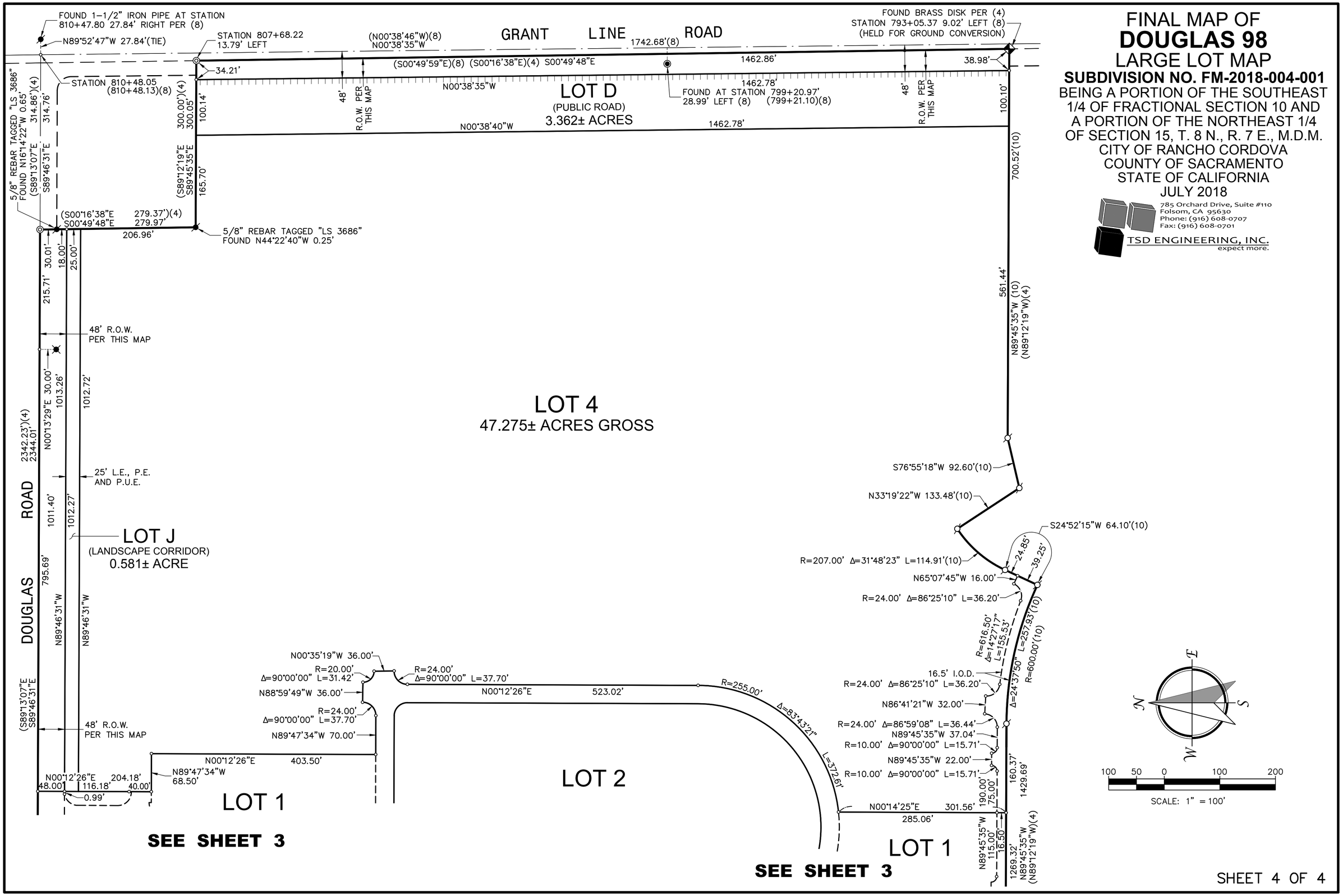
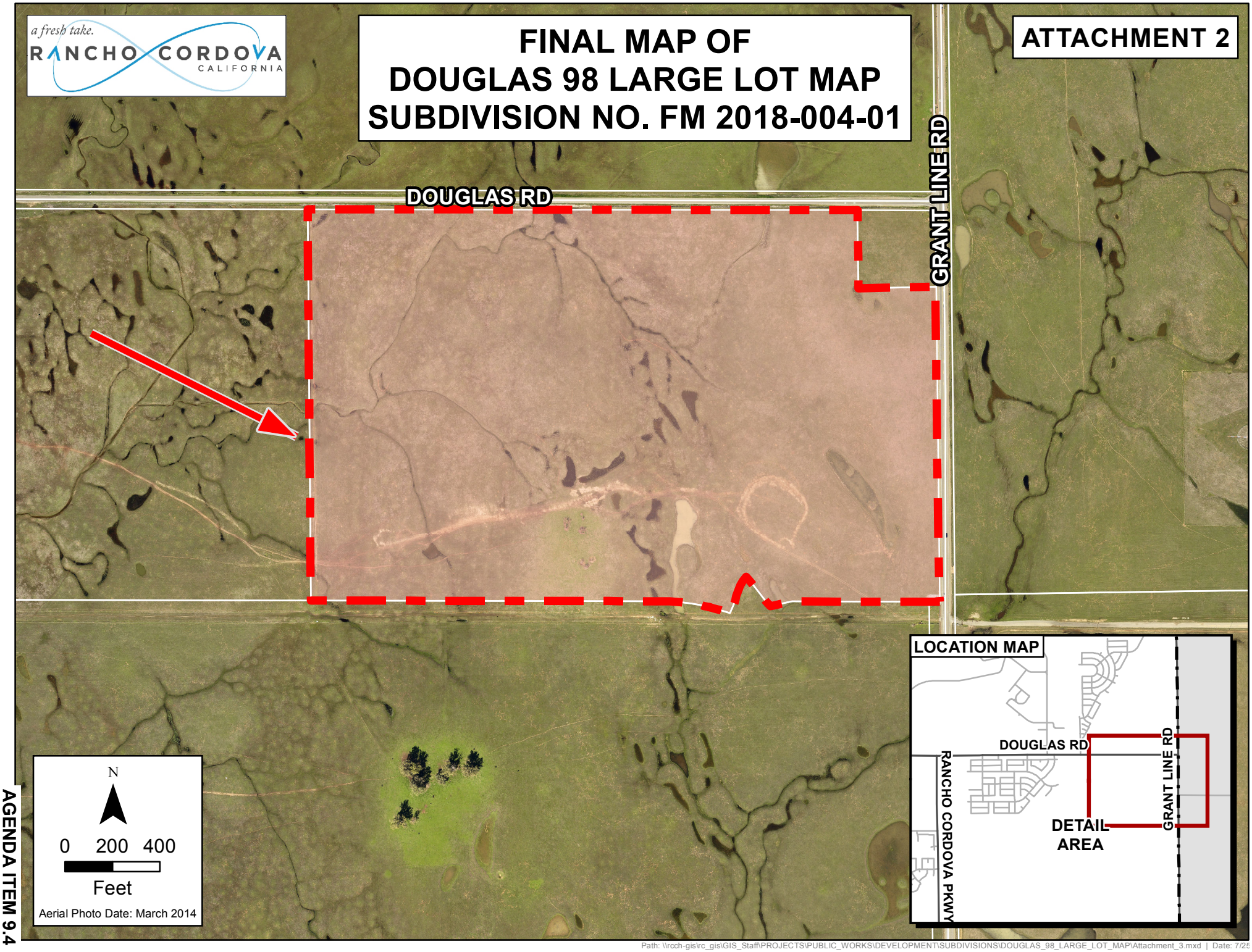
TSD ENGINEERING, INC.
expect more.



SHEET 4 OF 4

FINAL MAP OF DOUGLAS 98 LARGE LOT MAP SUBDIVISION NO. FM 2018-004-01

ATTACHMENT 2



Path: \\rcch-gis\rc_gis\GIS_Staff\PROJECTS\PUBLIC_WORKS\DEVELOPMENT\SUBDIVISIONS\DOUGLAS_98_LARGE_LOT_MAP\Attachment_3.mxd | Date: 7/25

MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director

SUBJECT: **APPROVE PARCEL MAP OF SUBDIVISION NO. FM-2018-002-01, 3277 AND 3287 MONIER CIRCLE**

RECOMMENDATION

Approve Parcel Map of Subdivision No. FM-2018-002-01, 3277 and 3287 Monier Circle; located on the east side of Monier Circle approximately 1200 feet east and south of Sunrise Boulevard.

RESULT OF RECOMMENDED ACTION

Approval of this recommendation will result in the recording of the parcel map creating two separate parcels.

BACKGROUND

The City Council approved the tentative parcel map on February 20, 2018 with conditions. The 1.986 acre net site was recently developed with two new warehouse buildings. The division of one parcel into two new parcels will allow the existing buildings to be placed on individual lots. The parcel map has been examined and checked for compliance with Title 22 of the City Code, the California State Map Act and is exempt from CEQA under section §15315 as minor land division. A copy of the parcel map **(ATTACHMENT 1)** and vicinity map **(ATTACHMENT 2)** are included with this letter.

FISCAL IMPACT

There is no fiscal impact to the City.

ATTACHMENTS

1. 8 ½”x11” Copy of Parcel Map
2. Vicinity Map

PARCEL MAP
FM-2018-002-01
"PARCEL 7" OF 42 PM 11
CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
JUNE, 2018 SCALE: N/A
RFE ENGINEERING, INC.
SHEET 1 OF 2

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP.

NEXTGEN CAPITAL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: _____
CHARLIE URATA, GENERAL PARTNER

_____ _____
DATE SIGNATURE

NOTARY'S 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, _____
(INSERT NAME AND TITLE OF THE OFFICER)

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_____

NOTARY PUBLIC, STATE OF_____.

PRINT NAME:_____.

MY PRINCIPAL PLACE OF BUSINESS IS: _____ COUNTY

MY COMMISSION NUMBER IS: _____ AND

EXPIRES ON:_____.

TRUSTEE'S STATEMENT

CENTRAL VALLEY COMMUNITY BANK, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED JANUARY 4, 2017 IN DOCUMENT NO. 20170104, PAGE 1114, OFFICIAL RECORDS OF SACRAMENTO COUNTY.

BY: _____BY: _____

PRINT NAME _____ PRINT NAME _____

TITLE _____ TITLE _____

NOTARY'S 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, _____
(INSERT NAME AND TITLE OF THE OFFICER)

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_____

NOTARY PUBLIC, STATE OF_____.

PRINT NAME:_____.

MY PRINCIPAL PLACE OF BUSINESS IS: _____ COUNTY

MY COMMISSION NUMBER IS: _____ AND

EXPIRES ON:_____.

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 GREGORY LEON IN FEBRUARY 2018. I HEREBY STATE THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED _____

PROFESSIONAL LAND SURVEYOR
WILLIAM F. McKINNEY
No. 4715
Exp. 09-30-19
STATE OF CALIFORNIA

_____
WILLIAM F. McKINNEY
P.L.S. 4715
EXP. DATE 09-30-2019

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT

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

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL 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.

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

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS PARCEL MAP.

_____ _____
STACY LEITNER SIGNATURE
CITY CLERK

_____
DATE

IMPROVEMENT REQUIREMENTS:

THE FOLLOWING PUBLIC IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RANCHO CORDOVA IMPROVEMENT STANDARDS WITHIN A REASONABLE TIME FOLLOWING APPROVAL OF THE PARCEL MAP AND PRIOR TO THE ISSUANCE OF ANY PERMIT OR OTHER GRANT OF APPROVAL FOR DEVELOPMENT OF THE HEREON-CREATED PARCELS:

STREETS: NONE
STREET LIGHTS: NONE
SEWER: UTILITY LATERALS
DRAINAGE: UTILITY LATERALS
WATER / HYDRANTS: UTILITY LATERALS

RECORDER'S STATEMENT:

FILED THIS _____DAY OF _____ , 201__, AT _____ _____M. IN

BOOK_____OF PARCEL MAPS, AT PAGE _____, AT THE REQUEST OF RFE

ENGINEERING INC. TITLE TO THE LAND INCLUDED IN THIS PARCEL MAP BEING VESTED AS

PER CERTIFICATE NO._____ ON FILE IN THIS OFFICE.

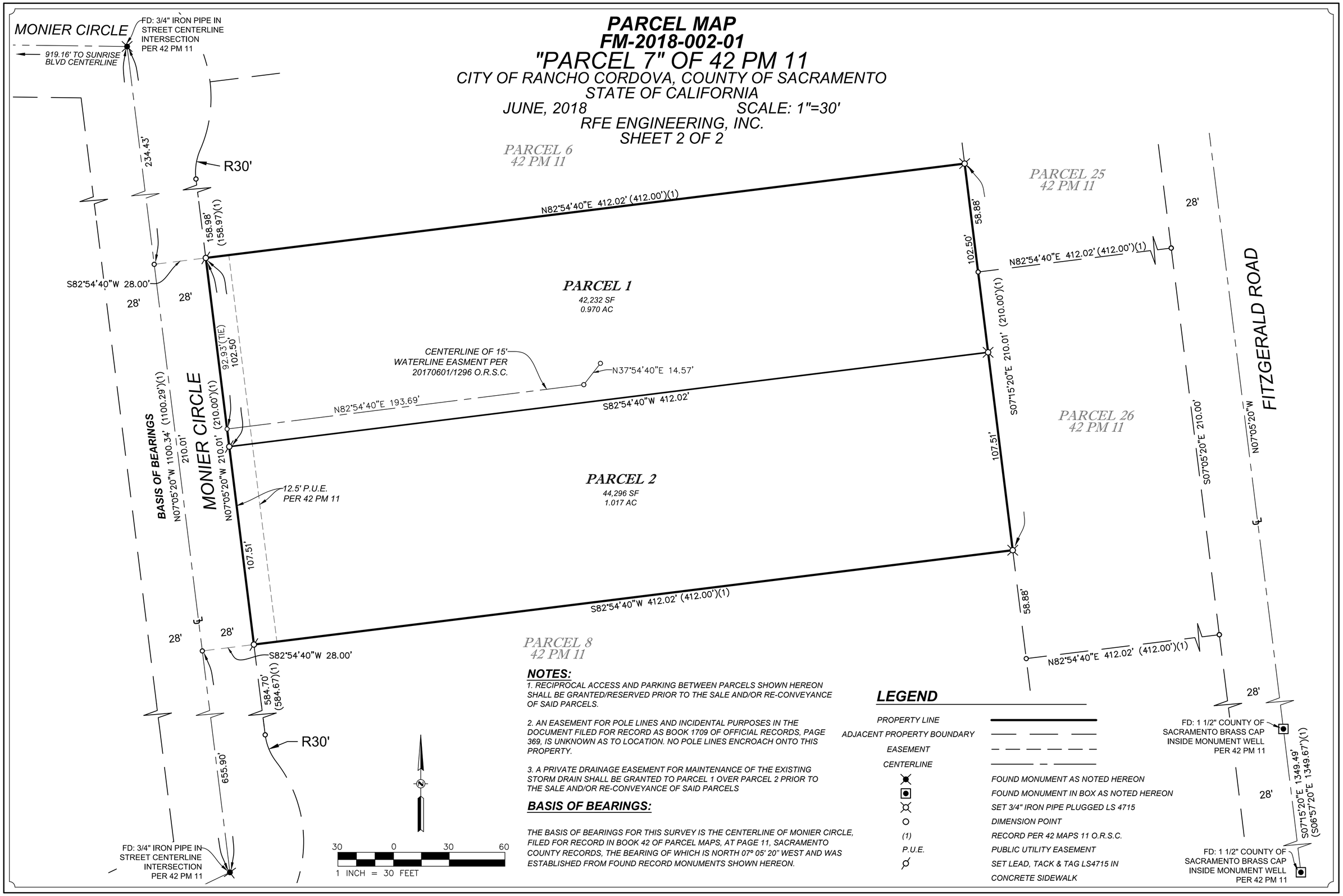
_____
D0NNA ALLRED, COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

FILE NO._____

PARCEL MAP
FM-2018-002-01
"PARCEL 7" OF 42 PM 11

CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO
STATE OF CALIFORNIA
JUNE, 2018 SCALE: 1"=30'
RFE ENGINEERING, INC.
SHEET 2 OF 2



NOTES:

1. RECIPROCAL ACCESS AND PARKING BETWEEN PARCELS SHOWN HEREON SHALL BE GRANTED/RESERVED PRIOR TO THE SALE AND/OR RE-CONVEYANCE OF SAID PARCELS.

2. AN EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES IN THE DOCUMENT FILED FOR RECORD AS BOOK 1709 OF OFFICIAL RECORDS, PAGE 369, IS UNKNOWN AS TO LOCATION. NO POLE LINES ENCROACH ONTO THIS PROPERTY.

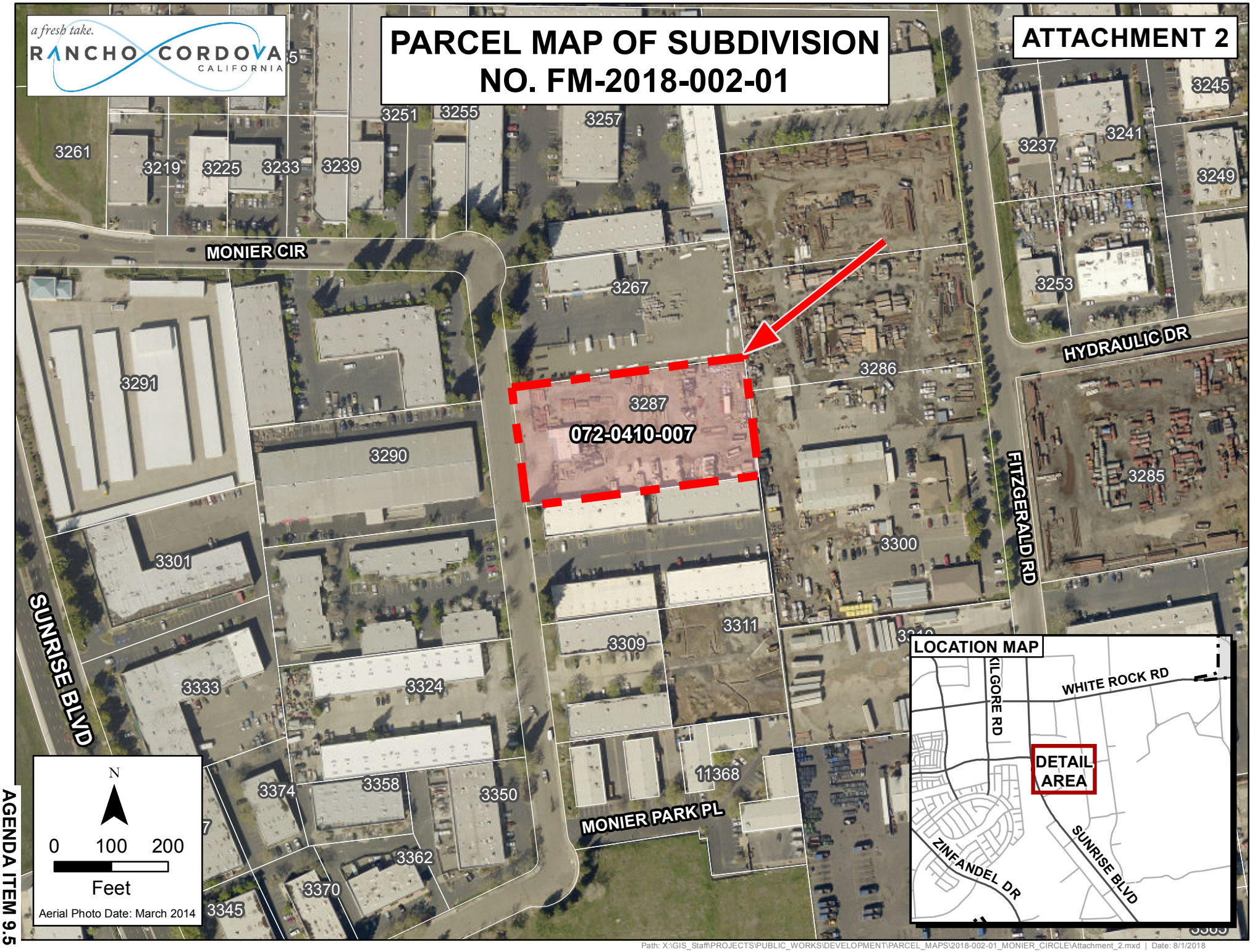
3. A PRIVATE DRAINAGE EASEMENT FOR MAINTENANCE OF THE EXISTING STORM DRAIN SHALL BE GRANTED TO PARCEL 1 OVER PARCEL 2 PRIOR TO THE SALE AND/OR RE-CONVEYANCE OF SAID PARCELS

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF MONIER CIRCLE, FILED FOR RECORD IN BOOK 42 OF PARCEL MAPS, AT PAGE 11, SACRAMENTO COUNTY RECORDS, THE BEARING OF WHICH IS NORTH 07° 05' 20" WEST AND WAS ESTABLISHED FROM FOUND RECORD MONUMENTS SHOWN HEREON.

PARCEL MAP OF SUBDIVISION NO. FM-2018-002-01

ATTACHMENT 2



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MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Sr. Finance Analyst

SUBJECT: **A RESOLUTION OF INTENTION TO ESTABLISH THE CITY OF RANCHO CORDOVA GRANTLINE 208 COMMUNITY FACILITIES DISTRICT 2018-1, TO LEVY A SPECIAL TAX THEREIN, AND TO INCUR BONDED INDEBTEDNESS IN AND FOR THE DISTRICT TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR SUCH DISTRICT**

RECOMMENDATION

Adopt Resolutions.

RESULT OF RECOMMENDED ACTION

Adoption of these Resolutions begins the process of forming the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1, with bonded indebtedness in the principal amount not to exceed Thirty Five Million Dollars ($35,000,000) to pay for certain Public Facilities in and for such Community Facilities District, and sets 5:30 p.m. on October 1, 2018 as the time and date for a public hearing on the matter.

RESULT OF RECOMMENDED ACTION

The property owner of the Grantline 208 project has requested the City proceed with the formation of a Mello-Roos Community Facilities District ("CFD") to assist in the funding of public infrastructure and payment of certain fees within the project. The district is proposed to be called the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 (hereinafter referred to as "CFD No. 2018-1").

The Grantline 208 project is an approximate 210 acre parcel in the northeast portion of the Sunridge Specific Plan and is bounded by Grant Line Road on the east and is approximately 1,700 feet south of Douglas Road. The development anticipated six villages with lots that are 45' x 105' and 55' x 105' in size. Ownership also includes an elementary site that is planned to be sold to the Elk Grove Unified School District but the school site is zoned for residential development in the event the district does not purchase the site. The expected land uses within the project currently contemplate the construction of 502 single family homes. Through the subdivision map and entitlement process, the CFD properties will be required to construct all appropriate infrastructure. The CFD program simply provides a funding mechanism for a part of the total costs. The balance of the costs will be paid by the developer.

City staff has reviewed the list of improvements and services authorized by CFD No. 2018-1 to make certain that all appropriate projects are included. Keep in mind however, that the underlying entitlement requirements and subdivision map processing are the governing documents for the scope and timing of improvements, the CFD simply provides a financing mechanism for the improvements.

The proposed special tax rates range between $2,000 - $2,450 per single family unit in the base year (fiscal year 2018 - 2019), which is higher than the current rates being levied in the Anatolia CFD, which range between $923 - $1,535, the Sunridge Park CFD, which range between $1,419 - $1,689, and the North Douglas CFD, which range between $1,177 - $1,953 in 2018-19 dollars. The special tax will automatically increase annually, starting July 1, 2019, for the life of the CFD.

A Resolution of Intention to establish CFD No. 2018-1 is attached. The Resolution sets forth the City's intention to establish the CFD, designates the name of the district, identifies the facilities to be funded, calls for the preparation of a CFD Report and states the City's intention to levy a special tax to pay for these facilities. Attached to the Resolution of Intention is the proposed Rate and Method of Apportionment (RMA) of Special Tax for CFD No. 2018-1 (**Exhibit A**), which details how and when the special tax will be levied on properties within the district, a list of authorized facilities to be provided (**Exhibit B**), and a copy of the public hearing notice, in a form as required by the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, which requires publication in a newspaper of general circulation circulated within the Community Facilities District at least 7 days before the public hearing (**Exhibit C**). The Resolution also sets 5:30 p.m., or as soon thereafter as possible, on October 1, 2018 as the time and date for a hearing on the matters set forth therein. Notice of the Public Hearing will be published in the Grapevine Independent at least seven days prior to the hearing date.

A Resolution Declaring the Intent to Incur Bonded Indebtedness is also attached. This Resolution declares there is a public convenience which requires bonded indebtedness and sets the not to exceed amount for the bonds at Thirty Five Million Dollars ($35,000,000). The bonds are to be used to finance the acquisition and construction of, and the payment of fees for, the Facilities in and for the Community Facilities District.

This CFD is being formed with 100% property owner approval and the election by property owners is expected to generate a 100% favorable vote. It is anticipated the property owners will be waiving their rights to challenge the accelerated CFD formation process that is planned for this CFD.

FISCAL IMPACT

None. Any Special Tax Bonds to be issued on behalf of the CFD are secured solely by the Special Taxes levies within the District and are not a debt of the City's General Fund.

ATTACHMENTS

1. Resolution, including Exhibits A-C
2. Resolution
3. Boundary 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, DECLARING ITS INTENTION TO ESTABLISH THE CITY OF RANCHO CORDOVA GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1 AND TO LEVY A SPECIAL TAX THEREIN TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES IN AND FOR SUCH COMMUNITY FACILITIES DISTRICT

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") having received indications of interest on behalf of the owners of the area of land proposed to be included in a Community Facilities District, has duly considered the advisability and necessity of establishing a Community Facilities District in an area of the City described herein and levying a special tax therein to finance the acquisition and construction of certain public facilities and the payment of certain fees in and for such Community Facilities District under and pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the City Council, desires to proceed with the establishment of a Community Facilities District in order to finance costs of public infrastructure necessary or incidental to new development in the City; and

WHEREAS, the City Council has determined that the establishment of such Community Facilities District is consistent with and follows the local goals and policies concerning the use of the Act that have been adopted by the City Council and are now in effect; and

WHEREAS, the City Council is fully advised in this matter;

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

1. It is proposed to establish a Community Facilities District within the City of Rancho Cordova under the terms of the Act to finance costs of public infrastructure necessary or incidental to new development in the City, which may include the payment of fees related thereto related to new development.

2. The name proposed for the Community Facilities District is the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 (the "CFD").

3. The proposed boundaries of the CFD are shown on the Map of Proposed Boundary of a proposed Community Facilities District to be known as Grantline 208 Community Facilities District No. 2018-1, on file with the City Clerk, which the City Council approves as the map describing the extent of the territory included in the proposed Community Facilities District. The City Council finds that the map is in the form and contains the matters prescribed by Section 3110 of the California Streets and Highways Code. The City Council directs the City Clerk to certify the adoption of this Resolution on the face of the map, and to file a copy of the map in the office of the City Clerk in accordance with Section 3111 of the California Streets and Highways Code and within 15 days of the

date of adoption of this Resolution but in no event later than 15 days prior to the public hearing provided for herein, transmit the map to the County Recorder for recording in the Book of Maps of Assessment and Community Facilities Districts in the office of the County Recorder of the County of Sacramento.

4. Except to the extent that funds are otherwise available to the CFD to pay for the Facilities (as defined below), and/or the principal and interest as it becomes due on bonds issued by the City for the CFD to construct and/or acquire the Facilities, 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 the City 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 in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in **Exhibit A** attached hereto and hereby incorporated herein.

   The City 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.

5. The type of public facilities proposed to be financed by the CFD and pursuant to the Act shall consist of those items listed as Facilities, which includes development fees used to pay for public facilities, and incidental costs related thereto (the "Facilities") on **Exhibit B** hereto and hereby incorporated herein. The financing of the costs of Facilities may include, without limitation, the payment of principal of and interest on bonds together with all direct, indirect, periodic, and/or other related costs (including, without limitation, costs of administering the CFD, levying the Special Tax and administering the bonds, and establishing and replenishing reserve funds). The City Council hereby finds and determines that the public interest will not be served by allowing the property owners in the CFD to enter into a contract in accordance with Section 53329.5(a) of the Act. Notwithstanding the foregoing, the City Council, on behalf of the CFD, may enter into one or more contracts directly with any of the property owners with respect to the construction and/or acquisition of any portion of the Facilities.

6. 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 the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax. 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, the City Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD which is not exempt in order to yield the required debt service payments and other annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax. It is anticipated that the Special Tax will be billed as a separate line item on the regular property tax bill. However, the City Council reserves the right, under Section 53340, to utilize any method of collecting the Special Tax which it shall, from time to time, determine to be in the best interests of the City, including, but not limited to, direct billing by the City to the property owners and supplemental billing.

ATTACHMENT 1

7. 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 by mailed or hand-delivered ballot among 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. The City Council hereby determines that the Facilities are necessary to meet increased demands placed upon local agencies as the result of development occurring within the CFD.

8. In order to finance the costs of the Facilities it is necessary to incur bonded indebtedness on behalf of the CFD and it is the intention of this Council, acting as the legislative body for the CFD, to cause bonds of the City to be issued for the CFD pursuant to the Act to finance in whole or in part the construction and/or acquisition of the Facilities. This Council reserves to itself the right and authority to allow any interested owner of property in the CFD, subject to the provisions of Section 53344.1 of the California Government Code and such requirements as it may otherwise impose, and any applicable prepayment penalties as prescribed in the indenture or fiscal agent agreement for any bonds of the City for the CFD, to tender to the Administrative Services Director of the City or person in an equivalent position in full payment or part payment of any installment of special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, in the manner described in Section 53344.1 of the California Government Code.

9. The Administrative Services Director of the City, as the officer having charge and control of the Facilities, or the designee of such official, is hereby directed to cause and direct a study of said proposed CFD and the Facilities and to cause to be prepared for filing at the public hearing the report required by Section 53321.5 of the Act (the "CFD Report") presenting at least the following:

   (a) A brief description of the Facilities 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 Facilities 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, including the costs of the proposed bond financing and all other related costs as provided in Section 53345.3 of the Act.

   The CFD Report shall be made a part of the record of the public hearing specified below.

10. The City Council also intends to establish the annual appropriations limit of the CFD in the amount not to exceed the amount of bonds authorized for the CFD.

11. The City Council hereby sets Monday, October 1, 2018, at the hour of 5:30 P.M., at the regular meeting place of the City Council, City Council Chambers, Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, California 95670, as the time and place when and where the City Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD and the levy of the Special Tax. At the hearing, testimony concerning the CFD, the extent of the CFD or the furnishing of the particular types of public facilities will be heard

and protests will be considered from registered voters residing within the CFD and persons owning real property within the CFD. Written protests by the owners of a majority of the land which would be subject to special taxation within the proposed the CFD will require the suspension of proceedings for at least one year. Written protests must be filed with the City Clerk at or before the time fixed for the hearing. If such protests are directed only against certain elements of the proposed improvements or proposed special tax, and if such protests constitute a majority protest, only those elements shall be deleted from the proceedings.

12. The City Clerk is hereby directed to cause notice of the public hearing, in the form attached hereto as **Exhibit C**, to be given in the form required by the Act, which requires publication in a newspaper of general circulation circulated within the Community Facilities District, which such publication shall be made pursuant to Section 6061 of the Government Code of the State of California. The publication shall be completed at least 7 days before the date of the public hearing referenced above. The notice shall be substantially in the form specified in Section 53322 of the Act and attached hereto, with the form summarizing the provisions hereof hereby specifically approved.

13. The City Council finds and determines that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

14. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 20th day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, City Clerk

CITY OF RANCHO CORDOVA
GRANTLINE 208
COMMUNITY FACILITIES DISTRICT NO. 2018-1

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 shall be levied and collected according to the tax liability determined by the City Council through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section G below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment 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 Map or other parcel map recorded at the County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the City in carrying out its duties with respect to the CFD and the Bonds, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its counsel, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Tax, costs associated with appeals or requests for interpretation associated with the Special Tax and this RMA, amounts needed to pay rebate to the federal government with respect to Bonds, costs associated with complying with continuing disclosure requirements for the City and any major property owners or other obligated parties, costs associated with foreclosure and collection of delinquent Special Taxes, and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

"Administrator" shall mean the person or firm designated by the City to administer the Special Tax according to this RMA.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown on 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 Facilities" means the public facilities authorized to be financed, in whole or in part, by the CFD.

"Base Special Tax" means, for any Land Use Category, the applicable Special Tax initially identified in Table 1 in Section C, as may be adjusted pursuant to Section D.

"Bonds" means bonds or other debt (as defined in the Act), whether in one or more series, secured by the Special Tax and issued or assumed by the CFD to fund Authorized Facilities.

"Building Permit" means a permit that allows for vertical construction of a building or buildings, which shall not include a separate permit issued for construction of the foundation thereof.

"Capitalized Interest" means funds in any capitalized interest account available to pay debt service on Bonds.

"CFD" means the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1.

"CFD Formation" means the date on which the Resolution of Formation to form the CFD was adopted by the City Council.

"City" means the City of Rancho Cordova.

"City Council" means the City Council of the City of Rancho Cordova.

"County" means the County of Sacramento.

"Developed Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Taxable Owners Association Property or Taxable Public Property for which a Building Permit for new construction was issued prior to June 1 of the preceding Fiscal Year.

"Development Class" means, individually, Developed Property, Final Map Property, Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property.

"Expected Land Uses" means the number and Lot Type Category of SFD Lots expected within the CFD at CFD Formation, as identified in Attachments 1 and 2 of this RMA. Pursuant to Section D of this RMA, the Administrator shall update Attachment 2 each time there is a Land Use Change.

"Expected Maximum Special Tax Revenues" means the aggregate Special Tax that can be levied based on application of the Base Special Tax to the Expected Land Uses. The Expected Maximum Special Tax Revenues at CFD Formation are shown in Attachment 2 and may be revised pursuant to Section D below.

"Expected Single Family Detached Property" means all SFD Lots in the CFD that are Lot Type A or Lot Type B, as determined by the Administrator.

"Final Map" means a final map, or portion thereof, approved by the City or County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq*) that creates SFD Lots. The term "Final Map" shall not include any large-lot subdivision map, Assessor's Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor's Parcels that are designated as remainder parcels.

"Final Map Property" means, in any Fiscal Year, all Parcels of Expected Single Family Detached Property for which a Final Map had recorded prior to June 30 of the preceding Fiscal Year and which have not yet become Developed Property.

"First Bond Sale" means issuance of the first series of Bonds secured, in whole or in part, by Special Taxes levied and collected from Parcels in the CFD.

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

"Improvement Fund" means the account (regardless of its name) identified in the Indenture to hold funds that are available for expenditure to acquire or construct Authorized Facilities.

"Indenture" means the bond indenture, fiscal agent agreement, trust agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended, and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Category" means the categories of land use identified in Table 1 in Section C below.

"Land Use Change" means a proposed or approved change to the Expected Land Uses after CFD Formation.

"Lot Type A" means a SFD Lot designated on a Tentative Map or Final Map as a lot with expected dimensions of 55 feet by 105 feet (55' x 105') regardless of the actual dimensions of the SFD Lot.

"Lot Type B" means a SFD Lot designated on a Tentative Map or Final Map as a lot with expected dimensions of 45 feet by 105 feet (45' x 105') regardless of the actual dimensions of the SFD Lot.

"Lot Type Category" means, individually, Lot Type A or Lot Type B. If there is any inconsistency between the designations in the Tentative Map and Final Map, or otherwise any confusion regarding the Lot Type Category for a particular SFD Lot, the City shall determine the appropriate Lot Type Category for the SFD Lot.

"**Maximum Special Tax"** means the greatest amount of Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Sections C and D below.

"Non-Residential Property" means all Taxable Property in the CFD that has a commercial or industrial Zoning Designation, as determined by the City.

"Other Taxable Residential Property" means all Parcels of residential Taxable Property in the CFD that are developed or expected to be developed with: (i) SFD Lots that are not Lot Type A or Lot Type B, or (ii) residential units that are not SFD Units.

"Owners Association" means a homeowners association or property owners association that provides services to, and collects assessments, fees, dues, or charges from, property within the CFD.

"Owners Association Property" means any property within the boundaries of the CFD that is owned in fee or by easement by the Owners Association, not including any such property that is located directly under a residential structure.

"Proportionately" means, for each Development Class, that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all parcels assigned to the Development Class.

"Public Property" means any property within the boundaries of the CFD that is owned by the City, federal government, State of California or other public agency.

"Required Coverage" means the amount by which the Expected Maximum Special Tax Revenues must exceed the Bond debt service and priority Administrative Expenses (if any), as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

"Residential Unit" means an SFD Unit or an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or apartment building. A second unit (granny flat) that shares a Parcel with an SFD Unit shall not be considered a Residential Unit for purposes of levying the Special Tax.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"SFD Lot" means an individual residential lot, identified and numbered on a recorded Final Map, on which a Building Permit has been or is permitted to be issued for construction of an SFD Unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved Tentative Map.

"SFD Unit" means a residential unit that does not share a common wall with another residential unit.

"Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to: (i) pay principal and interest on Bonds that are due in the calendar year that begins in such Fiscal Year; (ii) pay periodic costs on the Bonds, including but not limited to, credit enhancement, liquidity support and rebate payments on the Bonds; (iii) replenish reserve funds created for the Bonds under the Indenture to the extent such replenishment has not been included in the computation of the Special Tax Requirement in a previous Fiscal Year; (iv) cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year or, based on prior delinquencies, are expected to occur in the current Fiscal Year; (v) pay Administrative Expenses; and (vi) pay directly for Authorized Facilities, so long as such levy under this clause (vi) does not increase the Special Tax levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the definition of Special Tax Requirement may be reduced in any Fiscal Year by: (a) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against such costs pursuant to the Indenture; (b) in the sole and absolute discretion of the City, proceeds received by the CFD from the collection of penalties associated with delinquent Special Taxes; and (c) any other revenues available to pay such costs, each as determined in the sole discretion of the City.

"Taxable Owners Association Property" means, in any Fiscal Year after the First Bond Sale, any Parcel of Owners Association Property that satisfies all three of the following conditions: (i) the Parcel had not been Owners Association Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Owners Association Property as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Owners Association Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Taxable Property" means all of the Parcels within the boundaries of the CFD that are not exempt from the Special Tax pursuant to law or Section G below.

"Taxable Public Property" means in any Fiscal Year after the First Bond Sale, any Parcel of Public Property that satisfies all three of the following conditions: (i) the Parcel had not been Public Property on the date of the First Bond Sale, (ii) based on reference to Attachments 1 and 2 (as may be updated pursuant to Section D below), the Parcel was not anticipated to be Public Property as determined by the Administrator, and (iii) if the Parcel were to be exempt from the Special Tax because it is Public Property, the Expected Maximum Special Tax Revenues would be reduced to a point at which Required Coverage could not be maintained.

"Tentative Map" means a tentative map or substantial conformance exhibit for property in the CFD, as shown in Attachment 1 of this RMA and including any adjustments or amendments thereto.

"Undeveloped Property" means, in any Fiscal Year, all Parcels of Taxable Property that are not Final Map Property or Developed Property, as defined herein.

"Zoning Designation" means the City of Rancho Cordova zoning designation that applies to a particular area within the CFD, as determined by the City.

B. DATA FOR ADMINISTRATION OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall: (i) assign each Parcel of Taxable Property to the appropriate Development Class, (ii) for Developed Property, categorize each Parcel as Expected Single Family Detached Property, Other Taxable Residential Property, or Non-Residential Property, (iii) for Expected Single Family Detached Property, categorize each SFD Lot as Lot Type A or Lot Type B, and (iv) determine the Special Tax Requirement for the Fiscal Year. In addition, the Administrator shall, on an ongoing basis, monitor Final Maps and track the Lot Type Category for Parcels in the CFD to determine if there are any proposed Land Use Changes that would change the Expected Maximum Special Tax Revenues. If the Expected Maximum Special Tax Revenues will be revised pursuant to a proposed Land Use Change, the Administrator shall apply the steps set forth in Section D below.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD 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 is in a different Development Class than other Parcels created by the subdivision, the Administrator shall calculate the Special Taxes for the property affected by recordation of the parcel map by determining the Special Taxes that apply separately to the property within each Development Class, 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. Developed Property and Final Map Property

The Maximum Special Tax for a Parcel of Developed Property or Final Map Property is the greater of (i) the Base Special Tax set forth in Table 1 below, or, (ii) the Maximum Special Tax determined pursuant to Section D.

Table 1
Base Special Tax
Developed Property and Final Map Property

Land Use	Lot Type Category	Base Special Tax Fiscal Year 2018-19 *
Expected Single Family Detached Property	Lot Type A	$2,450 per SFD Lot
Expected Single Family Detached Property	Lot Type B	$2,000 per SFD Lot
Other Taxable Residential Property	N/A	Tax per Residential Unit = ($14,032 per Acre * Acreage of Parcel)/ # of Residential Units on Parcel
Non-Residential Property	All Commercial and Industrial Designations	$14,032 per Acre

*** On July 1, 2019 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.**

2. Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property

The Maximum Special Tax for Undeveloped Property, Taxable Owners Association Property, and Taxable Public Property is $14,032 per Acre for Fiscal Year 2018-19, which amount shall increase on July 1, 2019 and each July 1 thereafter by an amount equal to 2.0% of the amount in effect for the prior Fiscal Year.

D. CHANGES TO THE MAXIMUM SPECIAL TAX

1. Land Use Changes

The Expected Maximum Special Tax Revenues shown in Attachment 2 were originally calculated based on the Expected Land Uses at CFD Formation. Attachment 2 is subject to modification upon the occurrence of Land Use Changes, as described below. The Administrator shall review all Land Use Changes and compare the revised land uses to the Expected Land Uses to evaluate the impact on the Expected Maximum Special Tax Revenues.

Prior to the First Bond Sale, if a Land Use Change is proposed or identified that will result in a change in the Expected Maximum Special Tax Revenues, no action will be needed pursuant to this Section D. Upon approval of the Land Use Change, the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

After the First Bond Sale, if a Land Use Change is proposed or identified, Steps 1 through 3 must be applied:

Step 1: By reference to Attachment 2 (which shall be updated by the Administrator each time a Land Use Change has been processed according to this Section D or a partial prepayment has been made), the Administrator shall identify the Expected Maximum Special Tax Revenues prior to the Land Use Change.

Step 2: The Administrator shall calculate the Expected Maximum Special Tax Revenues that could be collected from Taxable Property in the CFD after the Land Use Change based on application of the Base Special Taxes from Table 1.

Step 3: If the revenues calculated in Step 2 are (i) <u>higher</u> than those determined in Step 1 or (ii) <u>less</u> than those calculated in Step 1, but the reduction in Expected Maximum Special Tax Revenues does not reduce debt service coverage on outstanding Bonds below Required Coverage, no further action is needed, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues.

If the revenues calculated in Step 2 are <u>less</u> than those calculated in Step 1, and the Administrator determines that the reduction in Expected Maximum Special

Tax Revenues would reduce debt service coverage on outstanding Bonds below the Required Coverage, one of the following shall occur:

3.a. The landowner requesting the Land Use Change (the "Requesting Landowner") may make a prepayment in an amount that will ensure that the reduced Expected Maximum Special Tax Revenues are sufficient to provide Required Coverage, as determined pursuant to Section H below. If the Requesting Landowner notifies the Administrator that he/she would like to remedy the reduction by making a prepayment, such prepayment must be made by the earlier of (i) 30 days from the date of delivery of the prepayment estimate or (ii) the date of issuance of any Building Permits for any Parcel owned by the Requesting Landowner that was Final Map Property or Undeveloped Property at the time the Administrator prepared the prepayment estimate, **or**

3.b. If a prepayment is not received by the due date specified above, the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the area affected by the Land Use Change shall be increased proportionately until the Expected Maximum Special Tax Revenues are sufficient to maintain Required Coverage.

If multiple Land Use Changes are proposed simultaneously by a single landowner (which may include approval of multiple Final Maps at one time), and the landowner requests that the impact of two or more of the Land Use Changes be considered together, the Administrator shall consider the combined effect of the Land Use Changes to determine if there is a reduction in Expected Maximum Special Tax Revenues. If there is a reduction that would reduce debt service coverage below the Required Coverage, and no prepayment has been received, then the Base Special Tax used to determine the Maximum Special Tax for each Parcel of Taxable Property in the areas affected by the Land Use Changes shall be increased proportionately until the aggregate amount that can be levied within such areas is equal to the amount that could have been levied prior to the proposed Land Use Changes. If Land Use Changes are proposed simultaneously by multiple landowners, or if an individual landowner proposing multiple Land Use Changes does not request that such Land Use Changes be considered together, the Administrator shall consider the proposed Land Use Changes individually.

Notwithstanding the foregoing, once a certificate of occupancy has been issued for a Residential Unit on a Parcel, the Maximum Special Tax for the Parcel cannot be increased because of subsequent Land Use Changes that may occur within the area in which the Parcel is located.

The duties imposed on the Administrator pursuant to this Section D to review Land Use Changes, and to review Final Maps and make certain calculations, are intended only to facilitate the administration of the Special Tax and to better assure the sufficiency of tax capacity to pay debt service on Bonds. Such duties are not intended to give any developer, subdivider, or owner of property the right to receive notice of the potential impact of Land Use Changes on the Special Tax applicable to a Parcel; and each developer, subdivider, or owner of property whose property is the subject of a Land Use Change shall be responsible for understanding the impact thereof on the Special Tax applicable to such property.

2. Partial Prepayments

If a Parcel makes a partial prepayment pursuant to Section H below, the Administrator shall recalculate the Maximum Special Tax for the Parcel pursuant to Section H.2. In addition, the Administrator shall update Attachment 2 to reflect the prepayment and the revised Expected Maximum Special Tax Revenues for the CFD. After the prepayment has been received, the application of Sections D, E, and H of this RMA shall be based on the adjusted Expected Maximum Special Tax Revenues after the prepayment.

3. Conversion of a Parcel of Public Property to Private Use

If, in any Fiscal Year, a Parcel of Public Property is converted to private use, such Parcel shall be subject to the levy of the Special Tax. The Maximum Special Tax for each such Parcel shall be determined based on the applicable Base Special Tax for the Parcel, as determined by the Administrator.

E. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year. A Special Tax shall then be levied according to the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel of Developed Property until the amount levied is equal to the Special Tax Requirement prior to applying any Capitalized Interest that is available in the CFD accounts.

Step 2: If additional revenue is needed after Step 1 in order to meet the Special Tax Requirement after Capitalized Interest has been applied to reduce the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Parcel of Final Map Property up to 100% of the Maximum Special Tax for each Parcel of Final Map Property until the amount levied is equal to the Special Tax Requirement.

Step 3: If additional revenue is needed after Step 2, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel of Undeveloped Property until the amount levied is equal to the Special Tax Requirement.

Step 4: If additional revenue is needed after Step 3, the Special Tax shall be levied Proportionately on each Parcel of Taxable Owners Association Property, up to 100% of the Maximum Special Tax for each Parcel of Taxable Owners Association Property until the amount levied is equal to the Special Tax Requirement.

Step 5: If additional revenue is needed after Step 4, the Special Tax shall be levied Proportionately on each Parcel of Taxable Public Property, up to 100% of the

Maximum Special Tax for each Parcel of Taxable Public Property until the amount levied is equal to the Special Tax Requirement.

F. MANNER OF COLLECTION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section H below and provided further that the City may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been repaid. However, in no event shall Special Taxes be levied after Fiscal Year 2064-65. Under no circumstances may the Special Tax on a Parcel of Developed Property in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that Fiscal Year had there never been any such delinquencies or defaults.

G. EXEMPTIONS

Notwithstanding any other provision of this RMA, no Special Tax shall be levied in any Fiscal Year on the following:

(1) Public Property, except Taxable Public Property.

(2) Owners Association Property, except Taxable Owners Association Property.

(3) Parcels that are owned by a public utility for an unmanned facility.

(4) Parcels that are subject to an easement that precludes any other use on the Parcel.

(5) Parcels that have fully prepaid the Special Tax obligation assigned to the Parcel pursuant to the formula set forth in Section H below.

H. PREPAYMENTS

The following definitions apply to this Section H:

"Outstanding Bonds" means all Previously Issued Bonds which remain outstanding, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from

the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

"Previously Issued Bonds" means all Bonds that have been issued prior to the date of prepayment.

"Public Facilities Requirements" means either $15,700,000 in 2018 dollars, which shall increase on January 1, 2019, and on each January 1 thereafter by 2% of the amount in effect in the prior year or such other number as shall be determined by the City as sufficient to fund improvements that are authorized to be funded by the CFD. The Public Facilities Requirements shown above may be adjusted each time property annexes into the CFD or there is an adjustment to the Expected Maximum Special Tax Revenues due to a Land Use Change; at no time shall the Public Facilities Requirement exceed the amount of public improvement costs that can be funded by the Expected Maximum Special Tax Revenues, as determined by the Administrator.

"Remaining Facilities Costs" means the Public Facilities Requirement minus public facility costs funded by Previously Issued Bonds, developer equity and any other source of funding.

The Special Tax obligation applicable to a Parcel in the CFD may be prepaid and the obligation of the Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Parcel at the time of prepayment. An owner of a Parcel intending to prepay the Special Tax obligation shall provide the City with written notice of intent to prepay. Within 30 days of receipt of such written notice, the City or its designee shall notify such owner of the prepayment amount for such Parcel. Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

Bond Redemption Amount	
plus	Remaining Facilities Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	Reserve Fund Credit
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

Step 1. Compute the amount that could be collected from the Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the City by applying the Base Special Tax to the Expected Land Uses for the Parcel. If this Section H is being applied to calculate a prepayment pursuant to Section D above, compute the amount by which the proposed Land Use Change would reduce Expected Maximum Special Tax

Revenues below the amount needed for Required Coverage, and use this amount for purposes of this Step 1.

Step 2. Divide the Maximum Special Tax computed pursuant to Step 1 for such Parcel by the total Expected Maximum Special Tax Revenues for all property in the CFD, as shown in Attachment 2 of this RMA as adjusted by the Administrator after prepayments or Land Use Changes.

Step 3. Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "**Bond Redemption Amount"***).

Step 4. Compute the current Remaining Facilities Costs (if any).

Step 5. Multiply the quotient computed pursuant to Step 2 by the amount determined pursuant to Step 4 to compute the amount of Remaining Facilities Costs to be prepaid (*the "**Remaining Facilities Amount"***).

Step 6. Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "**Redemption Premium"***).

Step 7. Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment will be received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 7, 8 and 9 of this prepayment formula will not apply.

Step 8: Compute the amount of interest the City reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.

Step 9: Subtract the amount computed pursuant to Step 8 from the amount computed pursuant to Step 7 (the ***"Defeasance Requirement"***).

Step 10. The administrative fees and expenses associated with the prepayment will be determined by the Administrator and include the costs of computing the prepayment, redeeming Bonds and recording any notices to evidence the prepayment and the redemption (the *"**Administrative Fees and Expenses"***).

Step 11. If and to the extent so provided in the Bond indenture, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for

the Outstanding Bonds to be redeemed pursuant to the prepayment (the "***Reserve Fund Credit***").

Step 12. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 5, 6, 9, and 10, less the amount computed pursuant to Step 11 (the "***Prepayment Amount***").

Step 13. From the Prepayment Amount, the amounts computed pursuant to Steps 3, 6, and 9 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments. The amount computed pursuant to Step 5 shall be deposited into the Improvement Fund. The amount computed pursuant to Step 10 shall be retained in the account or fund that is established to pay Administrative Expenses.

Once a full prepayment of a Parcel's Special Tax obligation has been received, a Notice of Cancellation of Special Tax Lien shall be recorded against the Parcel to reflect the discharge of the Parcel's obligation to pay the Special Tax. However, a Notice of Cancellation of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

2. Partial Prepayment

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of Administrative Fees and Expenses determined in Step 10 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on a Parcel after a partial prepayment is made shall be equal to the portion of the Maximum Special Tax that was not prepaid. Once a partial prepayment has been received, an Amended Notice of Special Tax Lien shall be recorded against the Parcel to reflect the reduced Special Tax lien for the Parcel, and the Administrator shall update Attachment 2 to show the revised Expected Maximum Special Tax Revenues. However, an Amended Notice of Special Tax Lien shall not be recorded until all Special Taxes levied on the Parcel in the current or prior Fiscal Years have been collected.

I. INTERPRETATION OF RMA

Interpretations may be made by Resolution of the Council to interpret, clarify, and/or revise this RMA to correct any inconsistency, vagueness, or ambiguity as it relates to the Special Tax, method of apportionment, classification of properties, or any definition applicable to the CFD, as long as such correction does not materially affect the levy and collection of Special Taxes. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this RMA in any manner acceptable to the City, by resolution or ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land. Under no circumstances may such revisions to the RMA decrease the Expected Maximum Special Tax Revenues to a level that will reduce debt service coverage below the Required Coverage.

ATTACHMENT 1

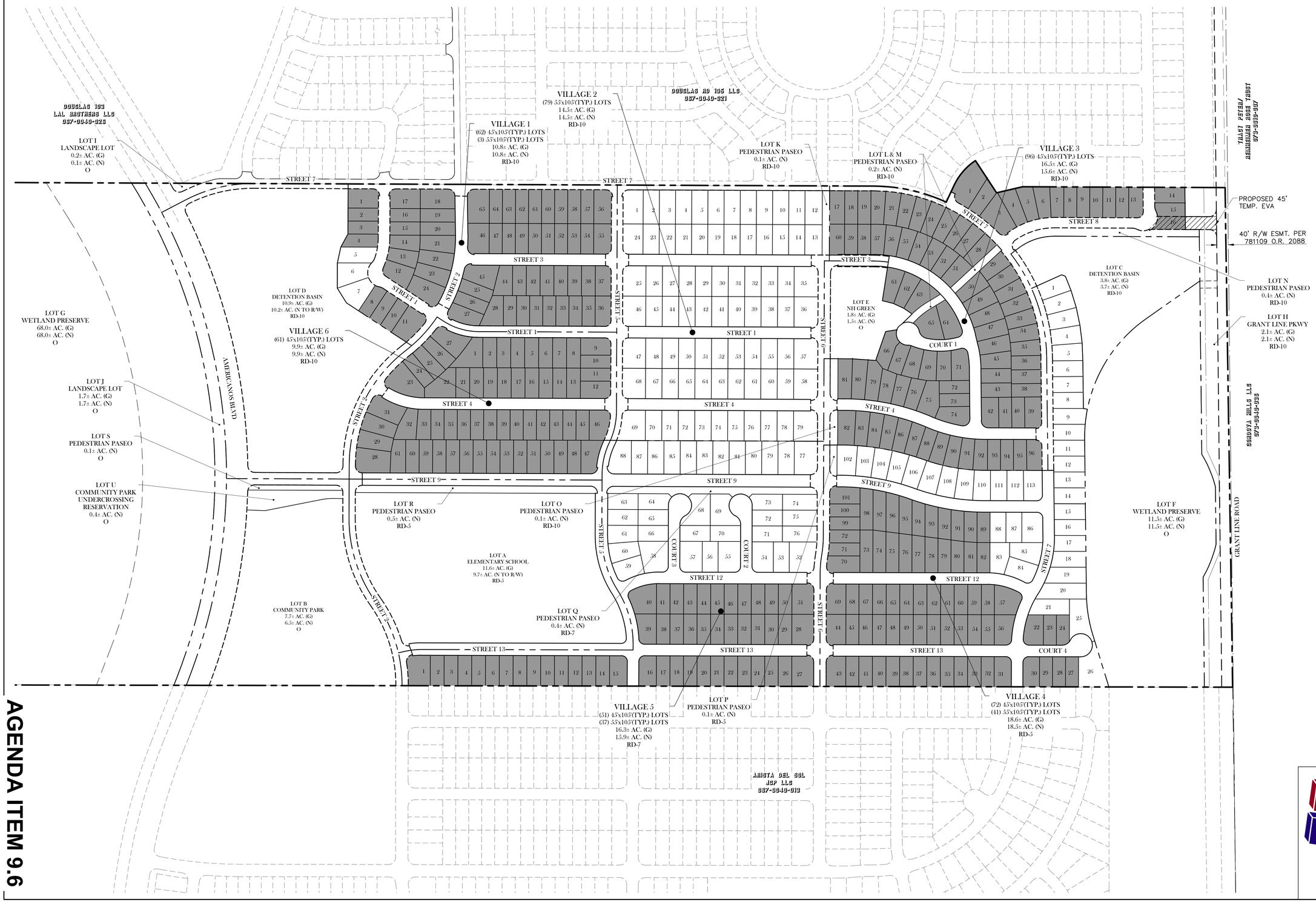
CITY OF RANCHO CORDOVA
GRANTLINE 208
COMMUNITY FACILITIES DISTRICT NO. 2018-1

TENTATIVE MAP

SITE PLAN - COLOR EXHIBIT

GRANTLINE 208

RANCHO CORDOVA, CA



COLOR EXHIBIT
JUNE 27, 2018

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

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ATTACHMENT 2

City of Rancho Cordova
Grantline 208 Community Facilities District No. 2018-1
Expected Land Uses and Expected Maximum Special Tax Revenues

Village and Lot Type Category	Expected # of Residential Units	Base Special Tax (FY 2018-19) *	Expected Maximum Special Tax Revenues (FY 2018-19) *
Village 1			
Lot Type A	3	$2,450	$7,350
Lot Type B	62	$2,000	$124,000
Village 2			
Lot Type A	79	$2,450	$193,550
Lot Type B	0	$2,000	$0
Village 3			
Lot Type A	0	$2,450	$0
Lot Type B	96	$2,000	$192,000
Village 4			
Lot Type A	41	$2,450	$100,450
Lot Type B	72	$2,000	$144,000
Village 5			
Lot Type A	37	$2,450	$90,650
Lot Type B	51	$2,000	$102,000
Village 6			
Lot Type A	0	$2,450	$0
Lot Type B	61	$2,000	$122,000
Expected Maximum Special Tax Revenues, FY 2018-19			**$1,076,000**

* On July 1, 2019 and each July 1 thereafter, the Base Special Tax and Expected Maximum Special Tax Revenues shall be increased by 2% of the amount in effect in the previous Fiscal Year.

ATTACHMENT 1
Exhibit B

LIST OF FACILITIES

The Facilities and Services shown below are to be finance by the City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 (the, "CFD").

Facilities. The Facilities which are proposed to be financed with the proceeds of the sales of bonds of the proposed CFD, or the payment of the fees to the appropriate jurisdiction with respect to such facilities proposed to be financed with the proceeds of the sale of bonds of the proposed CFD, are generally described as follows:

Roadways, Local Drainage, Landscaping and Soundwalls

R-1 Douglas Road

R-2North/South Road

R-3East/West Road

R-4Americanos Blvd

R-5 Americanos Blvd Bike Trail

Park Improvements

P-1 Neighborhood Green

Sewer Facilities

S-1 Any and all major Sewer facilities necessary to provide sewer service to Grantline 208

Water Facilities

W-1 Any and all major Water facilities necessary to provide water service to Grantline 208

Drainage Facilities

D-1 Any and all major Drainage facilities necessary to provide drainage conveyance, detention or water quality treatment for Grantline 208

Impact and Sunridge Specific Plan Area Fees

I-1 Transportation Development Impact Fee

I-2 Supplemental Transportation Development Impact Fee

I-3 Community Facilities Impact Fee

I-4 Community Facilities – Library Impact Fee

Impact and Specific Plan Fees, continued

I-5 Park Development Impact Fee

I-6 Park Renovation Fee

I-7 Sunrise Douglas Supplemental Offsite Water Specific Plan Fee

I-8 Sunrise Douglas Interim Sewer Specific Plan Fee

I-9 Sunrise Douglas Roadway Specific Plan Fee

Engineering Studies, Permitting, Public Facilities Report, Financing Plan

E-1 Consultant fees, application fees, processing fees, and document production costs associated with the CFD preparation and processing of Public Facilities Reports, Engineering Studies, CFD Reports, Financing Plans, Environmental Permitting, and Environmental Studies, as well as other costs associated with the District Formation and Bond Sales process.

Other

O-1 Any other facilities serving substantially the same purpose as the above described facilities.

O-2 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 District facilities that are primarily for the benefit of the District, or 2) repair or rehabilitate existing District facilities.

The foregoing description of the type of Facilities eligible to be financed is general in nature and includes any appurtenant work and incidental expenses related to the Facilities. The final nature and location of the facilities will be determined upon the preparation of final plans and specifications for such facilities.

Incidentals. The bond related expenses authorized include the City, underwriters discount, financial advisor, appraisals, reserve fund balance, capitalized interest, bond counsel, disclosure counsel, special tax consultant, bond and official statement printing and all other incidental expenses.

Administrative fees include those of the City, the Community Facilities District, the Bond Trustee, the Special Tax Consultant and the Fiscal Agent, related to the Community Facilities District and the Bonds.

ATTACHMENT 1
Exhibit C

CITY OF RANCHO CORDOVA NOTICE OF PUBLIC HEARING

NOTICE is hereby given that on **Monday, October 1, 2018**, at **5:30 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of Rancho Cordova will hold a Public Hearing at the **Rancho Cordova City Hall, located at 2729 Prospect Park Drive, Rancho Cordova**, to consider the following:

PROPOSED GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1

The purpose of this public hearing is: **The City of Rancho Cordova is considering the formation of a community facilities district (the "CFD") under the authority of the Mello-Roos Community Facilities District Act of 1982, as amended, to fund certain public facilities related to new development within the City of Rancho Cordova.**

This Notice contains a brief summary of the proposal, but you are referred to the City Council's resolution "A Resolution of Intention of the City Council to Form a Community Facilities District and Levy a Special Tax in City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1 to Finance the Acquisition and Construction of Certain Public Facilities in and for such Community Facilities District" adopted August 20, 2018 and its resolution "A Resolution of the City Council Declaring its Intention to Incur a Bonded Indebtedness to Finance the Acquisition and Construction of Certain Public Facilities and the Payment of Certain Fees in and for City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1" adopted August 20, 2018 for the definitive description of the proposal.

The proposal is to subject the property within the CFD to a special tax which will be used to pay for facilities (which may include fees used to pay for public facilities) of benefit to land within the CFD, including paying principal and interest on bonds used to build facilities, and will expire when the bonds are retired and all eligible facilities are financed. The proceeds of the bonds will be used to pay for the facilities and other expenses set forth in the resolutions referred to in the preceding paragraph. A map showing the land proposed to be included in the CFD is on file with the City Clerk.

As set forth above, the City Council will hold a public hearing on the establishment of the CFD, the facilities to be financed by the CFD, and the levy of the special tax within the CFD.

The proposal also includes authority to issue up to $35,000,000 in bonds to be repaid by the special tax. Neither the City of Rancho Cordova nor any person outside the CFD has any liability for the special tax or the bonds. The security for the bonds is limited to the property subject to the special tax within the CFD.

In order to confer the authority upon the Rancho Cordova City Council to levy the special tax and to issue the bonds, a public hearing must be held on the proposal, then the City Council will decide whether to form the CFD, and finally the qualified electors within the CFD must approve the proposal by a two-thirds vote. Where the CFD is uninhabited (as is the case here) the qualified electors are, pursuant to law, the owners of property within the CFD.

At the hearing, the testimony of all interested persons or potential special taxpayers for or against the formation of the proposed community facilities district, the authorization to levy the special tax, and the authorization to issue the bonds will be heard. If written protests against the proposed CFD are delivered to the City Clerk at or before the time set for the hearing by either registered voters residing within, or the owners of property within, the proposed CFD, they will be counted toward a possible majority protest. Such protests by a majority of the registered voters residing within the CFD or by the owners of a majority of the land area within CFD which is or will be subject to the special tax, if not withdrawn prior to the close

of the hearing so as to reduce the value of the protests to less than a majority, will require the proposed CFD to be eliminated from immediate consideration, and prevent its being included in a subsequent proceedings for at least one year.

If the City Council, after the public hearing, determines that a majority protest under Section 53324 of the California Government Code was not made at the hearing, the City Council may conduct an election by mailed ballot to levy a special tax and incur bonded indebtedness.

The City of Rancho Cordova encourages interested parties to attend public meetings and comment on the issues being discussed. If you wish to provide testimony and are unable to attend the meeting, written comments that are delivered to the City Clerk's office prior to the time of the hearing will be made a part of the public record. Questions regarding this matter should be directed to the **City of Rancho Cordova Finance Department at (916) 851-8730.**

NOTICE REGARDING CHALLENGES TO DECISIONS

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and/or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the city at, or prior to, this public hearing.

ADA COMPLIANCE STATEMENT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Department at (916) 851-8720. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Printed in the Grapevine Independent on **XXXXXX,XXXXXX, 2018**

ATTACHMENT 2

CITY OF RANCHO CORDOVA

RESOLUTION XX-XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, DECLARING ITS INTENTION TO INCUR A BONDED INDEBTEDNESS TO FINANCE THE ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC FACILITIES AND THE PAYMENT OF CERTAIN FEES IN AND FOR THE CITY OF RANCHO CORDOVA

GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1

WHEREAS, the City Council (the "City Council") of the City of Rancho Cordova (the "City") has duly adopted Resolution No. ____-2018 (the "Resolution of Intention") on August 20, 2018, wherein it declared its intention to establish a Community Facilities District under and pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"), to be known and designated as the "City of Rancho Cordova Grantline 208 Community Facilities District No. 2018-1" (the "CFD"), and to levy a special tax therein to finance the acquisition and construction of certain public facilities, which may include the payment of certain fees relating to public facilities (collectively the "Facilities") listed in Exhibit B to the Resolution of Intention and incorporated therein and made a part hereof; and

WHEREAS, in order to finance the costs of the Facilities it is necessary to incur bonded indebtedness in the amount of not to exceed $35,000,000 on behalf of the CFD; and

WHEREAS, the City Council is fully advised in this matter;

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

1. The above recitals are true and correct, and the City Council so finds and determines.

2. The City Council hereby declares that the public convenience and necessity require that a bonded indebtedness in the principal amount of not to exceed $35,000,000 be incurred to finance the acquisition and construction of the Facilities, which may include the payment of the fees for public facilities, in and for the CFD, which amount includes all costs and estimated costs incidental to, or connected with, the accomplishment of the purpose for which such bonded indebtedness is proposed to be incurred. Indebtedness subject to this limit shall only include indebtedness evidenced by bonds or notes and shall not include bonds described in Section 53364.2(e) of the Act.

3. It is the intention of the City Council that any such bonds issued shall be made callable in accordance with the terms of the Act and as more specifically to be set forth in any resolution or document authorizing issuance of the bonds, and shall be issued in such series and bear interest payable semi-annually or in such other manner as the City Council shall determine, at a rate not to exceed the maximum rate of interest as may be authorized by applicable law at the time of sale of such bonds, shall mature not to

exceed 40 years from the date of the issuance thereof, and shall be as more specifically set forth in any resolution authorizing the issuance of such bonds.

4. Notice is given that Monday, October 1, 2018, at the hour of 5:30 P.M., at the regular meeting place of the City Council, City Council Chambers, Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, California 95670, has been fixed by the City Council as the time and place for a public hearing to be held by the City Council to consider the incurring of such bonded indebtedness to finance the acquisition and construction of the Facilities in and for the CFD. At the hearing, testimony concerning the incurring of such bonded indebtedness secured by a special tax to be levied within the CFD to finance the acquisition and construction of the Facilities will be heard and protests will be considered from registered voters residing within the CFD and persons owning real property within the CFD. Written protests by the owners of a majority of the land which would be subject to special taxation within the proposed the CFD will require the suspension of proceedings for at least one year. Written protests must be filed with the City Clerk at or before the time fixed for the hearing.

5. The City Clerk is hereby directed to cause notice of the public hearing to be given in the form required by the Act, which requires publication in a newspaper of general circulation circulated within the CFD, which such publication shall be made pursuant to Section 6061 of the Government Code of the State of California. The publication shall be completed at least 7 days before the date of the public hearing referenced above. The notice shall be substantially in the form specified in Section 53346 of the Act and attached hereto, with the form summarizing the provisions hereof hereby specifically approved.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 20th day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

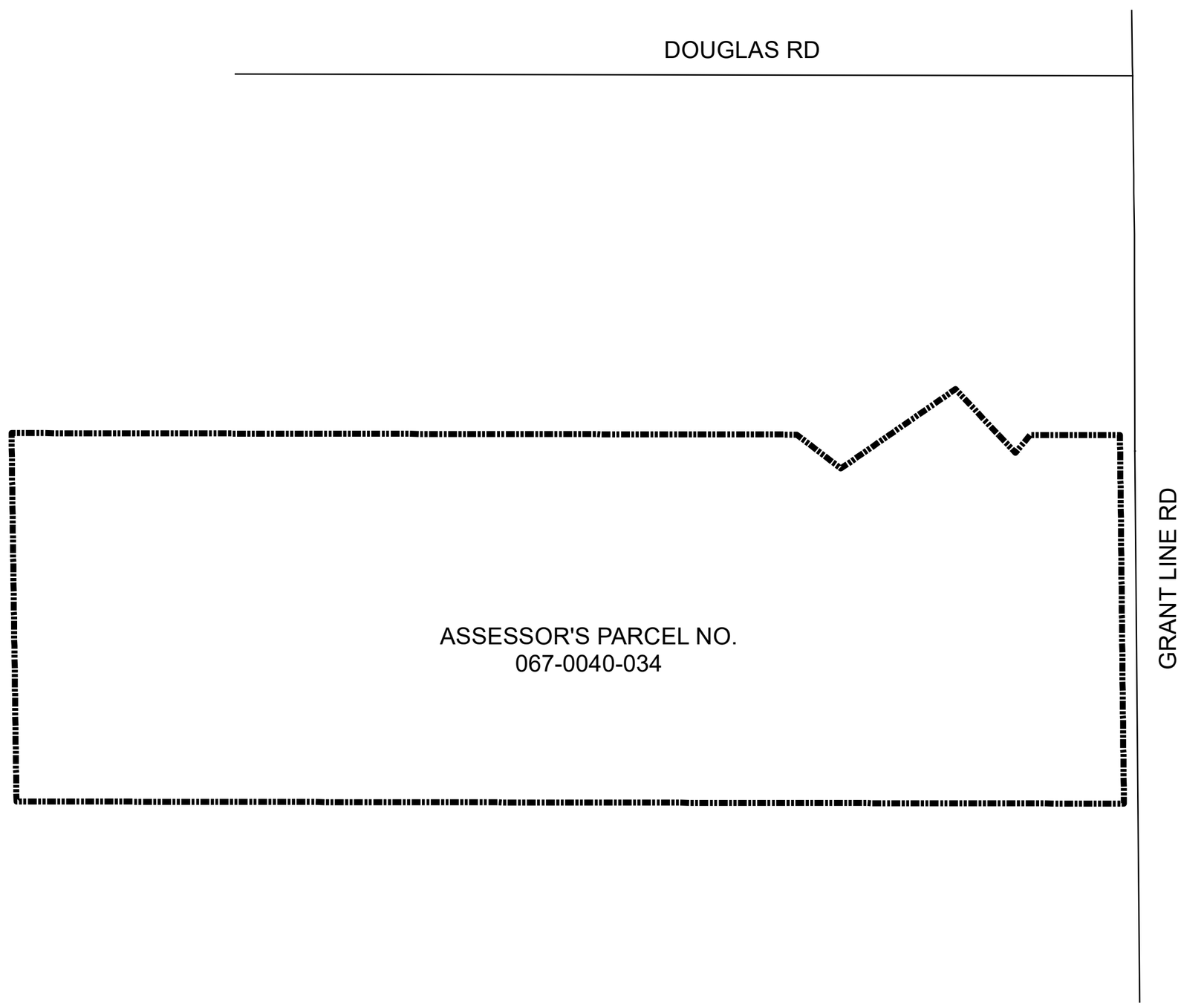
_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, City Clerk

PROPOSED BOUNDARY OF CITY OF RANCHO CORDOVA GRANTLINE 208 COMMUNITY FACILITIES DISTRICT NO. 2018-1

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 COMMUNITY FACILITIES DISTRICT NO. 2018-1, 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

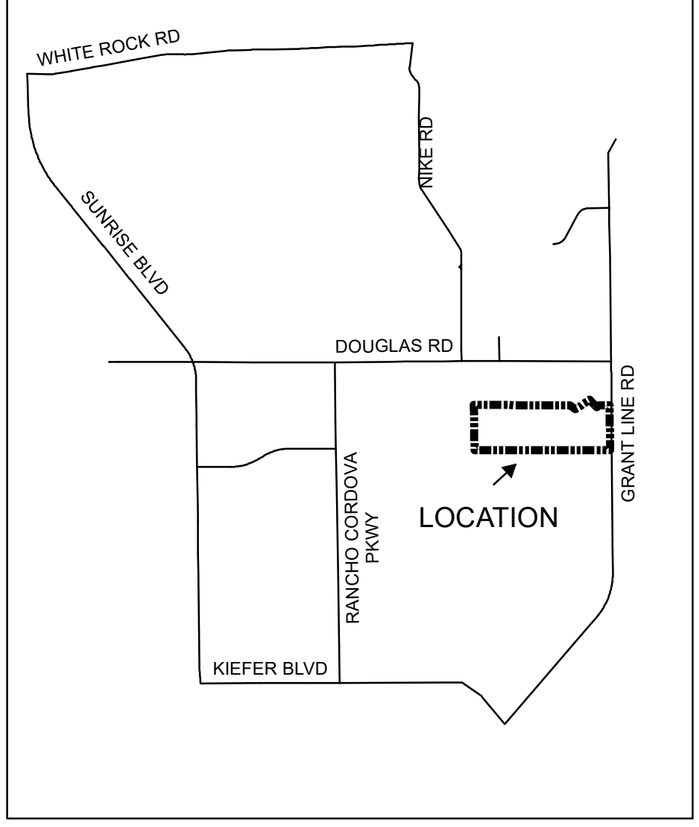
FILED THIS _____ DAY OF _____ 2018. AT THE HOUR OF _____ O'CLOCK ____.M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS PAGE NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SACRAMENTO, STATE OF CALIFORNIA.

DONNA ALLRED
COUNTY RECORDER OF THE COUNTY OF SACRAMENTO, CALIFORNIA

BY: _____
DEPUTY

FILE: _____

VICINITY MAP



Legend

CFD Boundary

1 " = 500 '

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

PROPOSED CFD BOUNDARY MAP

City of Rancho Cordova
Grantline 208
Community Facilities District No. 2018-1
County of Sacramento, California

Sheet 1 of 1

MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

FROM: Michelle Mingay, Sr. Finance Analyst

SUBJECT: **ANNEXATION OF THE GRANTLINE 208 SUBDIVISION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)**

RECOMMENDATION

Adopt Resolution.

RESULT OF RECOMMENDED ACTIONS

Adoption of the Resolution approves Annexation Map No. 2 for the Grantline 208 Subdivision to Community Facilities District No. 2013-2 (Police Services) (hereinafter "CFD No. 2013-2"), and approves the recording of the Annexation Map and the Notice of Special Tax Lien.

BACKGROUND

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

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

DISCUSSION

The project included in this action was conditioned to annex to CFD No. 2013-2 to provide funding for police services. In August 2018, the property owner signed a unanimous approval of the annexation to CFD No. 2013-2. Adoption of the attached Resolution approves Annexation Map No. 2 for the subdivision and directs the Clerk to execute and record the Map and Notice of Special Tax Lien for the project.

ATTACHMENT

1. Resolution
2. Exhibit A – Annexation Map No. 2
3. Exhibit B – Notice of Special Tax Lien

ATTACHMENT 1

RESOLUTION NO. 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 SUBDIVISION ANNEXATION TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2013-2 (POLICE SERVICES)

WHEREAS, the Conditions of Approval for the Grantline 208 Subdivision requires the property owner/applicant to provide funding for police services; and

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

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

WHEREAS, in August 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 caused to be prepared Annexation Map No. 2 for the property known as the Grantline 208 Subdivision, **EXHIBIT A** attached hereto, for the annexation of the property to CFD No. 2013-2 (Police Services).

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

1. The Council so finds and determines the above recitals are true and correct.

2. Council approves Annexation Map No. 2 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. 2 in the office of the County Recorder of Sacramento County not later than 15 days after the adoption of this Resolution.

4. The City Council finds and determines that a special tax shall be levied within the Territory to be annexed and which special tax shall be the same as the tax to be levied within the District. Collection of said tax shall commence as outlined in the

rate and method of apportionment of said tax and shall be as set forth in the Resolution of Formation of the District.

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. 2.

6. The City Council finds and determines that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of August, 2018, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

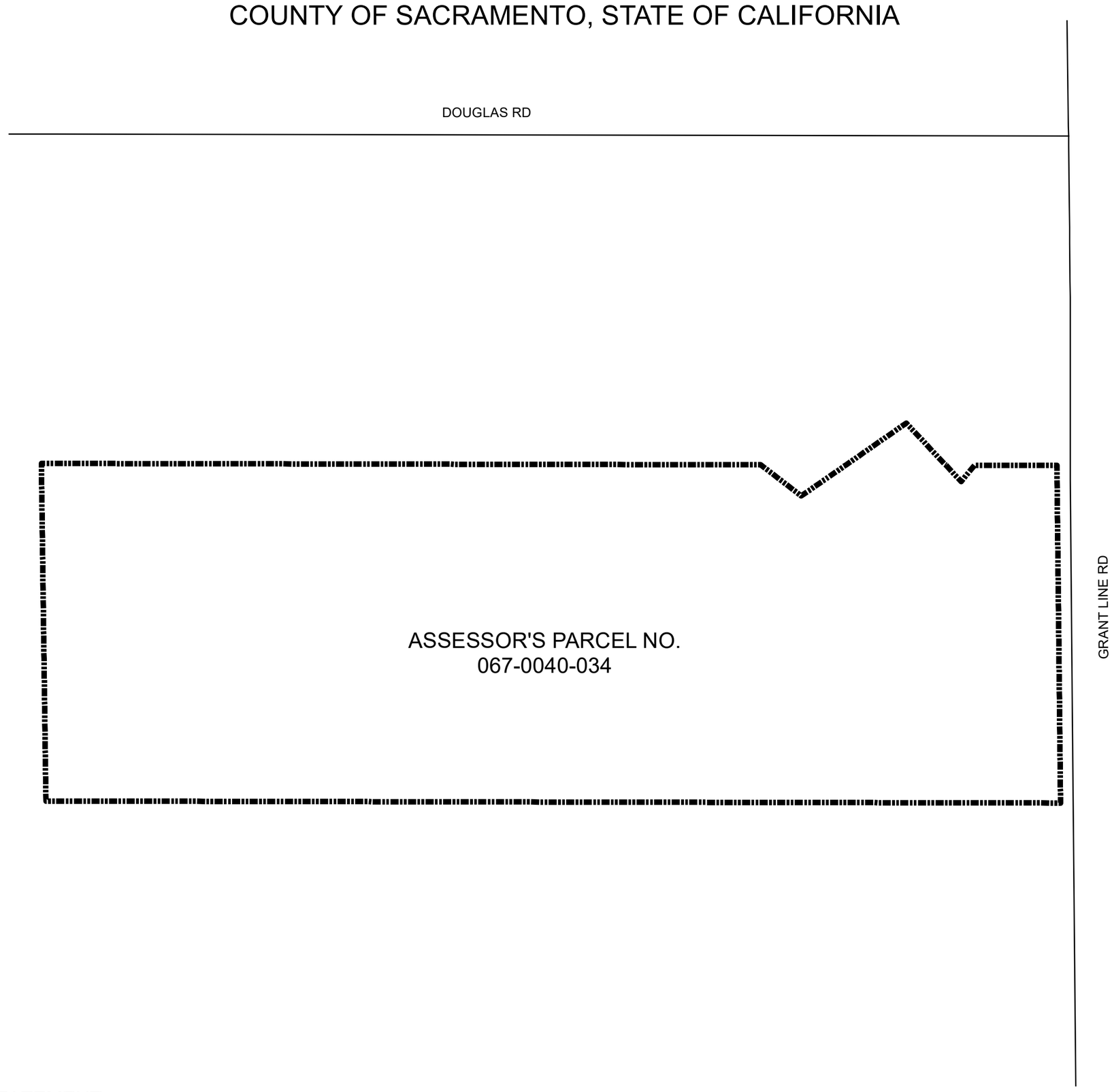
_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, City Clerk

PROPOSED BOUNDARY OF ANNEXATION 2

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



CLERK'S MAP STATEMENT

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF RANCHO CORDOVA THIS _____ DAY OF _____ 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 2 TO COMMUNITY FACILITIES DISTRICT NO. 2013-2, (POLICE SERVICES), CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AT A REGULARLY SCHEDULED MEETING THEREOF, HELD ON THE ____ DAY OF _____ 2018. BY ITS RESOLUTION NO. _____.

_____
CITY CLERK OF THE CITY OF RANCHO CORDOVA

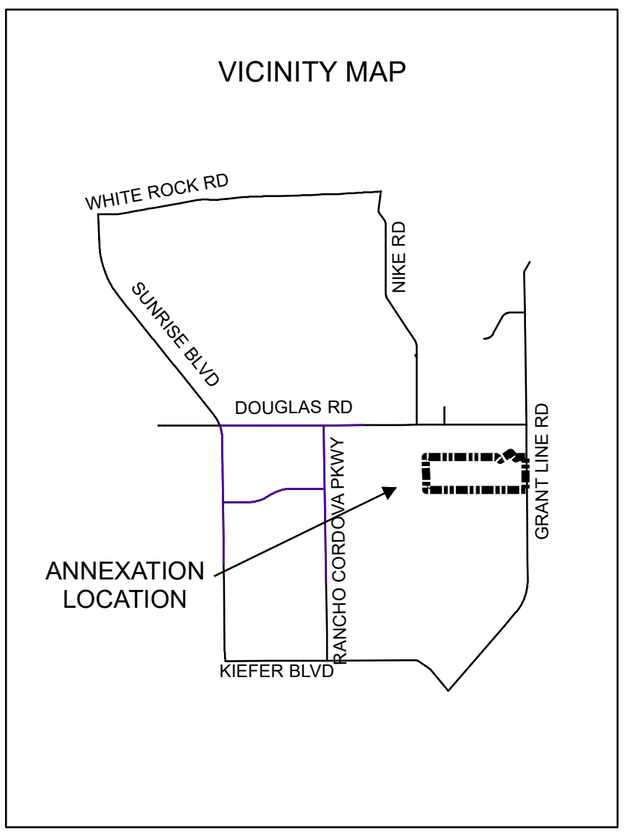
COUNTY RECORDER'S FILING STATEMENT

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: _____



N

Legend

Annexation Boundary

1 " = 500 '

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

PROPOSED BOUNDARY MAP

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

Sheet 1 of 1

ATTACHMENT 3
Exhibit B

RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

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

AMENDMENT NO. 2 TO NOTICE OF SPECIAL TAX LIEN

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

Annexation No. 2

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

This Amendment No. 2 to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory of the CFD. The territory and future annexation area included in the original CFD is set forth in the map of the CFD heretofore recorded in the Sacramento County Recorder's Office at Book 114 of Maps of Assessment and Community Facilities Districts at Page 18 as Document No. 20130102PG1208, (the "Original Boundary Map") to which map reference is hereby made. The territory to be added from the future annexation area is that certain real property identified in the map of the Annexed Territory recorded in the Sacramento County Recorder's Office at Book ____, at Page ____ as Document No. _____, which map together with the Original Boundary Map are now the final boundary maps of the CFD including the Annexed Territory.

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

ATTACHMENT 3
Exhibit B

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 2 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto, and by such reference hereby made a part hereof. The levy is hereby imposed on the property described herein.

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

Dated: As of _____, 2018

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

ATTACHMENT 3
Exhibit B

EXHIBIT A

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

Annexation No. 2

ASSESSOR'S PARCEL NUMBERS AND OWNERS OF LAND

Assessor's Parcel No(s).	Name(s) of Property Owners
067-0040-034	Lennar Homes of California, Inc.

MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

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

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 DOUGLAS 98 PROJECT**

RECOMMENDATION

Adopt the Resolution designating a time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Douglas 98 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 Douglas 98 project and sets a public hearing for September 4, 2018 on the matter.

BACKGROUND

The Council has previously approved the Douglas 98 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 Douglas 98 project parcel is being annexed into the Stormwater Utility Fee (**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 September 4, 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. Boundary 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 THE DOUGLAS 98 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 2018-2019, 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 Tuesday, September 4, 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) 851-8780 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 20th day of August, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, City Clerk

ATTACHMENT 1
Exhibit A

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
C. Eligibility to File a Protest	Page 2
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 2018-2019.

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.

"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 2019-2020;

· 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.

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. <u>Submission of Written Protests</u>

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.

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."

• 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.

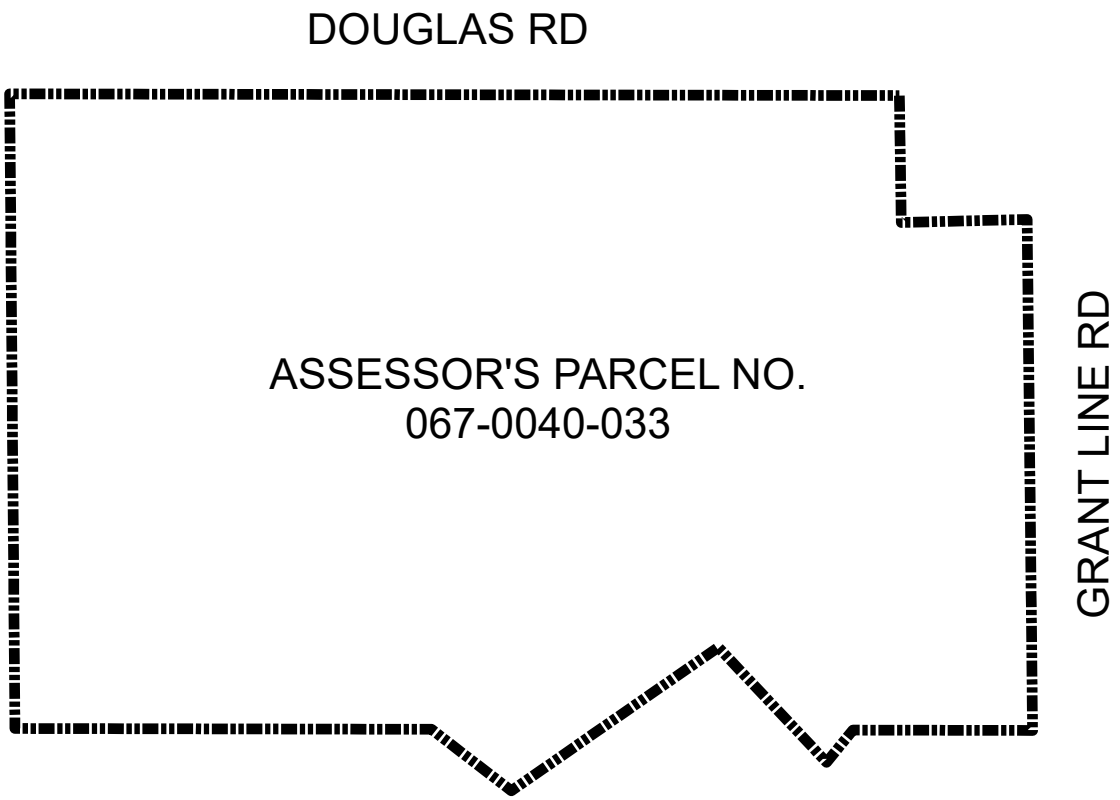
Majority approval of the Record Owners shall exist if the number of valid ballots in favor of the fee exceeds the number of valid ballots in opposition to the fee.

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 14
(DOUGLAS 98 PROJECT)



Legend

Annexation Boundary

Parcel Boundary

MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

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

SUBJECT: **ANNEXATION OF DOUGLAS 98 PROJECT TO THE CITY OF RANCHO CORDOVA COMMUNITY FACILITIES DISTRICT NO. 2014-2 (STREET LIGHTING AND ROAD MAINTENANCE)**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTIONS

Adoption of the Resolution approves Annexation Map No. 5 for the Douglas 98 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 August 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. 5 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 DOUGLAS 98 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 Douglas 98 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 August 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 caused to be prepared Annexation Map No. 5 for the property known as the Douglas 98 Project, **Attachment 2** 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. 5 and finds and determines that the territory shown in the Annexation Map is hereby added to and made a part of the District with full legal effect.

3. The City Clerk is directed to execute and record Annexation Map No. 5 in the office of the County Recorder of Sacramento County not later than 15 days after the adoption of this resolution.

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 2019-2020, 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 **Attachment 3**, in the office of the County Recorder of Sacramento County not later than 15 days after recordation of the Annexation Map No. 5.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of August, 2018, by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

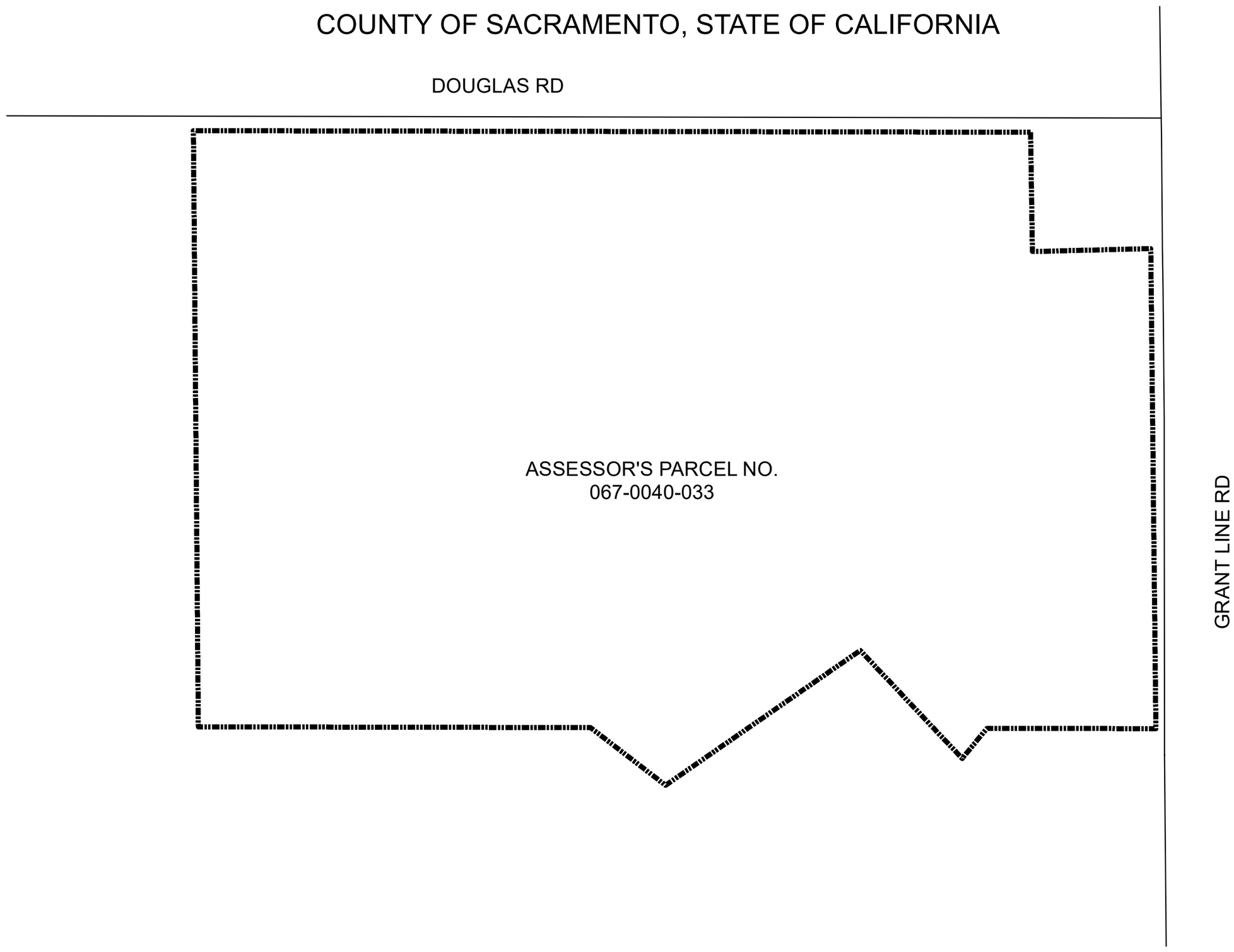
_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, City Clerk

PROPOSED BOUNDARY OF ANNEXATION 5 (DOUGLAS 98 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 5 TO COMMUNITY FACILITIES DISTRICT NO. 2014-2, (STREET, LIGHTING AND LANDSCAPE MAINTENANCE), 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

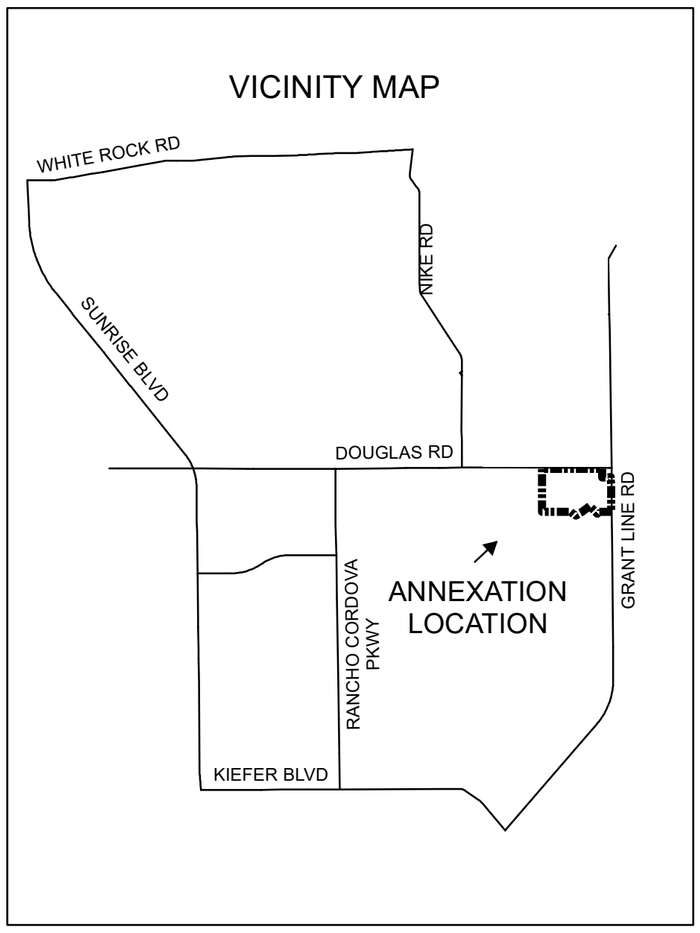
COUNTY RECORDER'S FILING STATEMENT

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: _____



Legend

Annexation Boundary

1 " = 250 '

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 5 (Douglas 98 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. 5 (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

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.

"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.

"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-

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.

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.

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.

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.

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.

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.

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
067-0040-033	Woodside 05N, LP

MEMORANDUM

DATE: August 20, 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 GRANTLINE 208 PROJECT**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will declare the results of the property owner protest and, if there exists less than a majority protest, authorize the mailing of a ballot to the property owner to approve the levy of the fee to pay for maintenance of storm drainage and flood protection systems for the Grantline 208 project. The action also sets 1:30 p.m. on September 5, 2018 in the office of the City Clerk, as the time and date for the ballot tabulation for the matter.

BACKGROUND

The Grantline 208 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 Grantline 208 project has requested the City annex the project to the City's Stormwater Utility Fee pursuant to the California Health and Safety Code Section 5471 et seq. to provide the method of financing for storm drainage and flood protection services required to meet the condition.

On August 6, 2018, Council adopted a Resolution which established Procedures for the Conduct of a Protest Hearing and Balloting Relating to a Stormwater Utility Fee (the "Procedures") and designated August 20, 2018 at 5:30 p.m. as the time and place for hearing protests in connection with the annual Stormwater Utility Fee for the Grantline 208 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 Grantline 208 project **(ATTACHMENT 2)**. The maintenance services to be funded include the furnishing of services and materials for the ordinary and usual operation, maintenance, and servicing of the storm drain and flood protection systems.

ATTACHMENT 1 is the Resolution declaring the results of the property owner protest and authorizing the mailing of the property owner ballot, as required by Article XIII D of the California Constitution (also known as Proposition 218). The Resolution sets forth the tabulation of ballots on September 5, 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 17, 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 **(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. Annexation 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 IMPOSITON 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 August 10, 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 20, 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 a Resolution on August 6, 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 September 5, 2018 at 1:30 pm.

4. The Council date to report the results of the mailed ballot election shall be September 17, 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) 851-8714 to answer inquiries regarding the ballot proceedings and procedural or technical matters.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

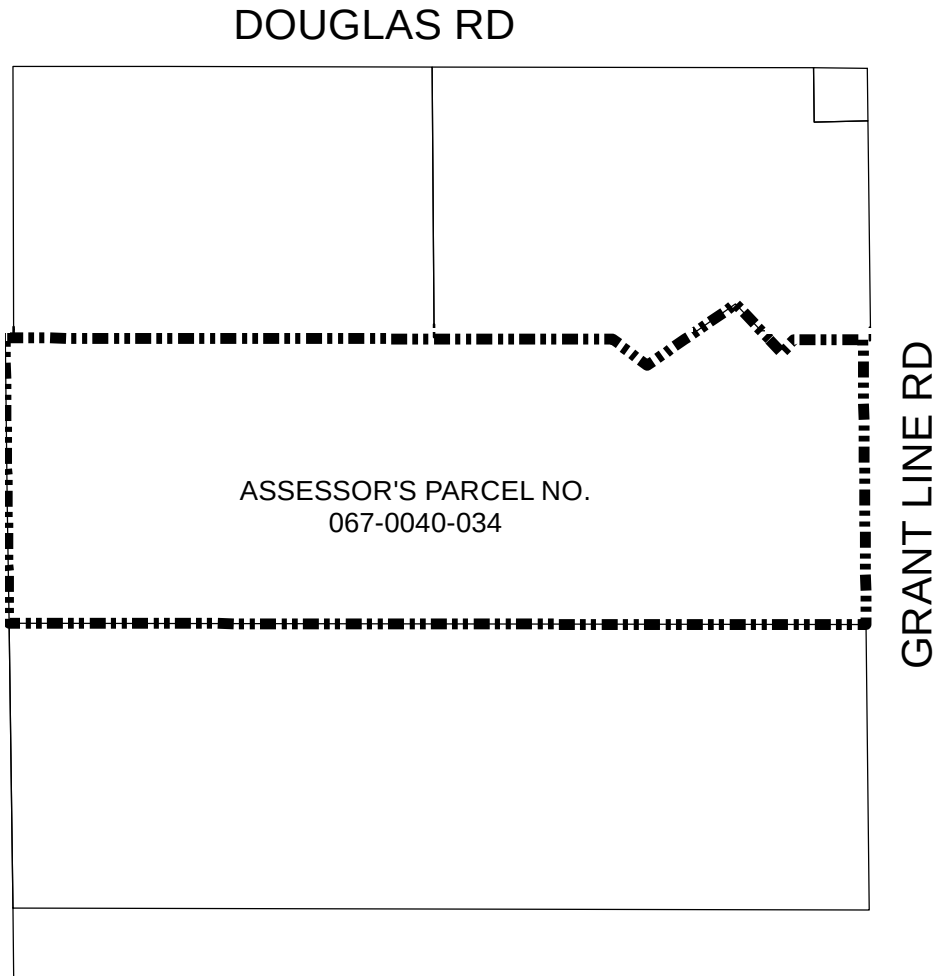
_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, City Clerk

ATTACHMENT 2

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



Legend

Annexation Boundary

Parcel Boundary

ATTACHMENT 3

Harris & Associates℠

SHAPING THE FUTURE ONE PROJECT AT A TIME℠

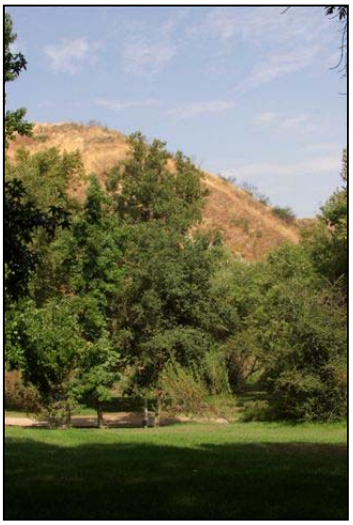
Rate Analysis Report

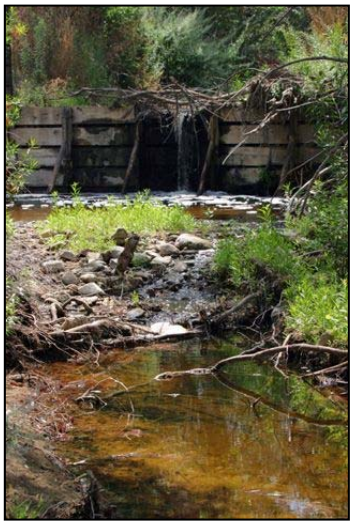
for the

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 XIIID 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 XIIID 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 XIIID 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:

(Parcel Area) x (Impervious Percentage) = 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 acres of area) x 50% = 0.0800 Impervious Area = 1 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:

SFR Category	DMU/ Formula
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:

MFR Category	Density	% Impervious
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:

1. Property owner must provide written documentation explaining the reason why the charge should be changed. This documentation must include:

    a. The name, phone number, mailing address, and email address, if available, of the property owner.

    b. The Assessor's Parcel Number (APN) of the property in question.

2. 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.

3. 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.

    a. 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.

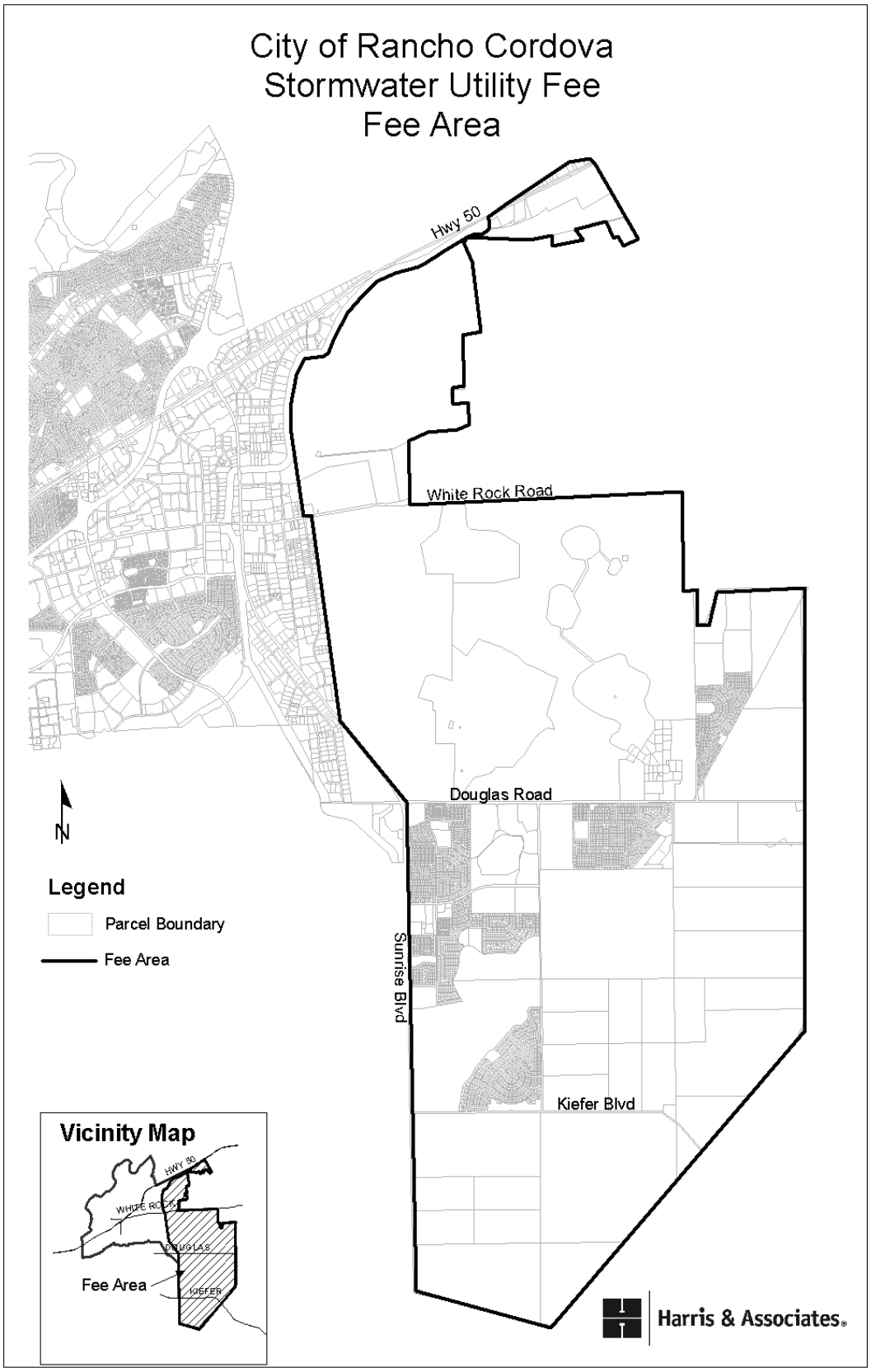
Appeals will be accepted annually up until June 30 for inclusion on the following fiscal year's property tax roll submittal. However, if an appeal is granted by Staff or the Director of Public Works that does not permit inclusion for the following fiscal year's property tax roll submittal, a reimbursement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

Respectfully submitted:

Harris & Associates

Dennis A. Anderson
Senior Project Manager

APPENDIX A


City of Rancho Cordova
Stormwater Utility Fee
Fee Area
Hwy 50
White Rock Road
Douglas Road
Sunrise Blvd
Kiefer Blvd
N
Legend
Parcel Boundary
Fee Area
Vicinity Map
HWY 50
WHITE ROCK
DOUGLAS
KIEFER
Fee Area
Harris & Associates

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	$ -	$ -
	OLDO	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 Mainteance	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 eriosion 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

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

AC, Landuse & units derived from GIS/Aerials

		Arista Del Sol		Arboretum		Douglas 98		Douglas 103		Grantline 208		Montelena		Rio Del Oro		Suncreek		The Ranch (Sunridge)		Sunridge Lot J		Westborough		North Douglas II		Heritage Falls		Anatolia IV		Anatolia		Sunridge			
	Land Use/ Zoning Description	**AC**	**Units**	**AC**	**Units**	**AC**	**Units**	**AC**	**Units**	**AC**	**Units**	**AC 2012**	**Units 2012**	**AC**	**Units**	**AC 2013**	**Units 2012**	**AC 2013**	**Units 2012**	**Est.**	**Units 2013**	**AC**	**Units**	**AC**	**Units**	**AC**	**Units**	**AC**	**Units**	**GIS AC**	**GIS Units**	**GIS AC**	**GIS Units**	**Total Acres**	**Total Units**
Residential:																																			
LDR	SF (2.1-6.0 DU/AC)	35.3	176	144.8	698			3.7	14	44.7	276	71.4	388	1,518.5	7,593	179.4	899	142.3	694	35.8	179	347.2	1,580	17.70	153.00	72.20	303.00	21.60	203.00					2,635	13,156
	MD (6.1-12 DU/AC)															321.5	2,524																	322	2,524
MDR	MD (6.1-18.0 DU/AC)	83.8	556	290.0	2,334 [a]	94.2	528	28.2	287	42.8	227	54.4	402	256.0	2,048	43.7	286 [c]	105.4	685	17.5	192	146.8	1,389			92.10	525.00			450.8	2,831	146.4	941	1,852	13,231
	MD (14.0-29.9 DU/AC)			60.4	885																													60	885
HDR	HD (18.1-40.0 DU/AC)													98.0	1,960	44.2	980	12.2	378 *			30.4	922			6.80	132.00							192	4,372
	HD (30+ DU/AC)			29.5	825														* These may be Attached															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

AGENDA ITEM 10.1

MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director and Allen Quynn, Associate Civil Engineer

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 113-2018 WITH WEST YOST & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $841,622 FOR DEVELOPMENT OF THE STORMWATER CAPITAL IMPROVEMENT PROGRAM MASTER PLAN**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract No. 113-2018 with West Yost & Associates, Inc. to develop a Stormwater Capital Improvement Program Master Plan (Master Plan) for an amount not to exceed $841,622.

BACKGROUND

Sacramento County transferred the operation and maintenance responsibility for drainage assets within Rancho Cordova to the City in 2014. This drainage infrastructure includes over 250 miles of drainage pipes, 11,700 drainage structures, 20 miles of open channels and six pump stations. Many of the drainage assets in the older areas of the City were built in the late 1950s through the 1970s and are beginning to show signs of wear as they approach the end of their design service life. Moreover, many locations in the City have experienced flooding in the roadways over the last several years as a result of failing or undersized drainage pipes, creating safety concerns for people, vehicles, and property.

In addition, increasingly stringent regulatory requirements for stormwater discharges now require cities to develop and implement strategies to remove pollutants and garbage from the region's waterways by incorporating low impact development features and trash capture devices into existing roadway and drainage infrastructure.

The Master Plan will include a detailed analysis of the City's major drainage pipes and when completed, will be a comprehensive planning document that will provide recommendations and a priority based list of capital improvement projects to address existing and future deficiencies in the City's storm drainage infrastructure and recommended strategies to comply with regulatory requirements. Once implemented, these projects will reduce maintenance costs, improve public safety, reduce the number of emergency responses and increase storm drainage system reliability. Upon execution of the contact, the Master Plan would be scheduled to be completed in approximately two years.

In April 2018, a competitive Request for Proposals was advertised and staff received four consultant submittals for development of the Master Plan. Based on the competitive evaluation and review in compliance with RCMC section 3.60.040.B., staff recommends awarding Contract No. 113-2018 to West Yost & Associates, Inc. in the amount of $841,622.

FISCAL IMPACT

Funding for this project is from the City's Storm Water Utility Fee. The contract will be funded through the Stormwater Capital Improvement Program Master Plan project which is identified in the City's adopted Five-Year Capital Improvement Plan. There is no impact to the City's General Fund.

ATTACHMENT

1. Resolution
2. Contract No. 113-2018
3. Exhibits A, B and C to Contract No. 113-2018
4. PowerPoint Presentation

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. 113-2018 WITHWEST YOST & ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED $841,622 FOR THE DEVELOPMENT OF THE STORMWATER CAPITAL IMPROVEMENT PROGRAM MASTER PLAN

WHEREAS, the City of Rancho Cordova desires to execute a contract with West Yost & Associates, Inc. to develop a comprehensive Stormwater Capital Improvement Program Master Plan (Master Plan); and

WHEREAS, upon City's incorporation, the authority and responsibility of the maintenance, operation and ownership for drainage infrastructure within the City was transferred to the City by the County Department of Water Resources in accordance with Rancho Cordova Municipal Code Title 15.10; and

WHEREAS, the City contracted with the County to continue to provide storm drainage maintenance service until such time as the City was prepared to manage the Stormwater Utility (SWU) Program; and

WHEREAS, in 2014, the City and the County completed the transfer of all SWU service and program administration to the City including the management of the Stormwater Utility Capital Improvement Program; and

WHEREAS, the City would like to develop a prioritized and comprehensive list of stormwater projects to be included in the City's capital improvement program to address aging drainage infrastructure, flooding, stormwater quality and other regulatory requirements; and

WHEREAS, implementation of the Master Plan will reduce maintenance costs to the City, improve public safety, reduce the number of emergency responses and increase storm drainage system reliability; and

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

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

WHEREAS, staff competitively evaluated all Request for Proposal (RFP) responses for the proposed professional services and makes its recommendation to enter into the proposed contract in compliance with RCMC section 3.60.040.B; and

WHEREAS, the study is exempt from further review under the California Environmental Quality Act (CEQA) pursuant to 14 CCR § 15262, as it qualifies as a feasibility or planning study for possible future actions.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does find this activity to be exempt from CEQA under 14 CCR § 15262 and does authorize the City Manager to execute Contract No. 113-2018 with West Yost

ATTACHMENT 1

& Associates, Inc., in a form approved by the City Attorney, in an amount not to exceed $841,622 for the development of the Stormwater Capital Improvement Program Master Plan.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 20th day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Linda Budge, Mayor

ATTEST:

_____
Stacy Leitner, City Clerk

ATTACHMENT 2
CONTRACT NO. 113-2018

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND WEST YOST & ASSOCIATES, INC.

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and West Yost & Associates, Inc., ("Professional") as of September 1, 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 September 30, 2020, the date of completion specified in Exhibit A. Professional shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a professional 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 $841,622, 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

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 **Final Payment.** Intentionally Omitted.

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

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 are part of the total contract. 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

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

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, with respect to this Agreement.

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 mail, 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

than TWO MILLION DOLLARS ($2,000,000) per claim and in aggregate 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 <u>All Policies Requirements.</u>

4.4.1 <u>Acceptability of insurers.</u> 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 <u>Verification of coverage.</u> 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 <u>Subcontractors.</u> Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each

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

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

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers.

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.

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 2782.8 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 defend and indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

Section 6. STATUS OF PROFESSIONAL.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no

power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

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

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

Section 7. LEGAL REQUIREMENTS.

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

7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall exercise the generally accepted Standard of Care to comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the

foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

Professional may cancel this Agreement upon thirty 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.

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.

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.

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 Allen Quynn ("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:

Mark Kubik
West Yost & Associates, Inc.
2020 Research Park Drive, Suite 100
Davis, CA 95618
(530) 756-5905
mkubik@westyost.com
Email Address (for Insurance Update Requests)
Jennifer.cervantes@ioausa.com

Any written notice to City shall be sent to:
Allen Quynn, Public Works
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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

_____ Seal and Signature of Registered Professional with report/design responsibility.

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. 113-2018

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

_____
Cyrus Abhar, City Manager

Date: _____

Attest:

_____
Stacy Leitner, City Clerk

Date: _____

Approved as to Form:

_____
Adam Lindgren, **City Attorney**

Date: _____

PROFESSIONAL

_____
Jeffrey D. Pelz, Vice President

Date: _____

ATTACHMENT 3

WEST YOST ASSOCIATES
Consulting Engineers

July 11, 2018 SENT VIA: EMAIL

Mr. Allen Quynn, PE
Associate Civil Engineer
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

SUBJECT: Revised Proposal for Stormwater Capital Improvement Program Master Plan

Dear Allen:

West Yost Associates (West Yost) appreciates the opportunity to assist the City of Rancho Cordova (City) with preparation of a Stormwater Capital Improvement Program Master Plan. Based on the discussions during our meeting on July 3, 2018, we have refined our proposal and budget estimate as follows:

1. The scope of work and budget for Task 2 was refined as follows:
   - Rather than receiving the relevant record drawings directly from the City, West Yost will be provided access to all of the City record drawings and will search them to locate the available drawings related to the trunk drainage system within the study area.
   - Due to the amount of existing CCTV footage available, we have increased the time for an Engineer I to review the footage from 6 hours to 16 hours. We also added 1 hour for a Principal Engineer to coordinate this work.
2. The scope of work and budget for Task 5 was added. In our original proposal, this item was a supplemental task that was undefined. Based on our discussions, we will include a budget of $200,000 for this task. This will cover the cost for cleaning and CCTV of a portion of the trunk drainage system and will also cover the cost of inspecting the CCTV footage and documenting potential condition deficiencies. We have provided an estimate of the amount of pipe that can be evaluated under this task, but the actual pipe quantity is uncertain and will depend on the locations and sizes of the pipes, the amount of debris and sediment to be removed, and the traffic control requirements.
3. A contingency budget of $58,000 was added under new Task 19. This budget represents approximately 10 percent of the budget included in our original proposal.

2020 Research Park Drive, Suite 100 Davis, CA 95618 Phone 530.756.5905 Fax 530.756.5991 westyost.com

Mr. Allen Quynn, PE
July 11, 2018
Page 2

Our revised scope of work is provided as Exhibit A, our revised cost proposal is provided as Exhibit B, and our updated schedule is included as Exhibit C. If you have any questions or need additional information, please contact me at 530-792-3279 or mkubik@westyost.com.

Sincerely,

WEST YOST ASSOCIATES

Mark O. Kubik, PE
Principal Engineer
RCE# C50963

MOK:ja

Attachments: Exhibit A – Scope of Work
Exhibit B – Cost Proposal
Exhibit C – Schedule

Exhibit A. Scope of Work

SCOPE OF WORK

Task 1. Schedule and Project Management

West Yost Associates (West Yost) will manage the project with oversight by a Principal of the firm and with direct management by the Project Manager, Mark Kubik. The Project Manager will maintain schedules and budgets, and will provide for needed staffing. The Project Manager will also coordinate and direct the efforts of the subconsultants.

West Yost will prepare a detailed project schedule using Microsoft Project. The schedule will list the major work tasks, the responsible individual or position, and the time required for completion. Task dependencies will be identified. A draft schedule based on an assumed starting date of September 1, 2018 is provided as Exhibit C. The schedule will be reviewed monthly by the Project Manager, Mark Kubik, to assess actual progress versus scheduled progress. The Project Manager will use this information to develop staffing adjustments as needed to keep the project on schedule.

At the beginning of this project, West Yost will prepare a Project Management Plan (PMP). This plan defines the formal procedures for communications with the client, and among West Yost team members; the scope of work and objectives, deliverables, budget and schedule for the project; and basic information on the work product (such as a preliminary report outline, mapping guidelines, formatting standards, etc.). The PMP will also include a QA/QC plan. The PMP is distributed to all team members and ensures that all team members understand their role, understand communication protocols, and are working together as a cohesive team.

Deliverables: Project schedule in Microsoft Project format. Schedule updates as required.

Task 2. Records Review

West Yost will collect and review the available data related to storm drainage within the limits of the study area. It is anticipated that the City will provide the following information:

- City Map Book and GIS files
- FEMA Maps
- City and County historic drainage problems
- Existing record drawings
- Existing drain pipe video
- Existing drainage master plans, technical memorandums including the City's Habitat Mitigation and Monitoring Plan (HMMP) and drainage studies including pertinent hydrologic and hydraulic models
- Pump station equipment and operation and maintenance manuals
- Draft NPDES MS4 Trash Implementation Plan
- Drainage maintenance records from the City's pipe cleaning and vegetation management contractors

City staff have indicated that the all available record drawings will be provided for the entire City. West Yost staff will search the drawings to locate the relevant drawings for the trunk drainage system within the study area. The study area is shown on Figure 1.

In addition to reviewing the data described above, West Yost staff will interview key City staff members that have first-hand knowledge of the study area to identify existing problem areas and maintenance issues. We will also contact members of the County of Sacramento Water Resources Department as necessary to ensure that all of the available data is obtained. We will schedule visits to the known flooding problem sites with City engineering/maintenance staff to gain a complete understanding of the sites and flooding problems. We will photograph relevant features of the flooding sites for later reference and for clear depiction of planned improvements. We will prepare a draft report chapter that includes a description of the collected data and descriptions of the known problem areas.

Deliverables: Draft report chapter describing the data collected for the project and the known problem areas. (Note: We have provided a sealed budget estimate with our proposal. In that budget estimate, although draft report chapters are listed as deliverables under other tasks, the costs for developing the chapters are included under Tasks 15 and 16).

Task 3. Drainage Asset Investigation and Verification

Currently, the available information on the storm drain system in the project area is found on the City's storm drainage base maps that have been incorporated into the City's GIS database. Verification of the trunk storm drain system configuration is desired by the City. For the purposes of this proposal, trunk drains are defined as those with a diameter of 24-inches and larger. There are over 30 miles of trunk drain pipes within the study area and detailed verification and assessment of every trunk pipe and associated manhole, inlet, etc., would be time consuming and costly and is not necessary to achieve the objectives of the study. Therefore, for this study, we will use the following approach to the field verification and inventory of the drainage system:

- Visual Field Inspection and GPS Locating: Verify the existence of, and approximate horizontal location of all trunk storm drain facilities that are included in the City's storm drain GIS database based on a visual field inspection of the surface. No manhole lids will be pulled for this step. During this review, we will note any facility whose location is significantly different than that shown on the GIS based mapping. The actual location of the facility will be recorded with a hand-held GPS unit for incorporation into the City's GIS drainage database. Photographs will be taken at key locations to document existing conditions.
- As-Built Drawings Review: For those facilities that have available as-built drawings that will be reviewed during Task 2, we will largely rely on the drawings to confirm the pipe sizes shown on the drainage facility maps. We will also rely on the drawings to determine pipe invert elevations. We will pull manhole lids and spot check the pipe sizes, shapes, depths, and materials at one or two key locations for each major pipe system to verify that the plans are reasonably accurate. Digital photographs will be taken at these locations. The focus of the spot checking will be on those existing pipelines that are proposed to be evaluated with a hydraulic model, which will be pipes that are 24 inches and larger, and also smaller pipelines in up to five known

problem areas as required. If the spot checks indicate that the existing facilities are not accurately represented by the record drawings, additional manhole lids will be pulled as necessary to accurately define the trunk system configuration.

- Facilities without As-Build Drawings: For those facilities without available as-built drawings, the approach will be the same as for those with available as-built drawings, except that more manhole lids will be pulled to check pipe sizes, depths, materials, and conditions. At a minimum, spot checks will be performed near the upstream and downstream ends of the major pipe branches to be modeled. Manhole lids will also be pulled and data collected at locations where pipe size changes are indicated on the GIS mapping. Digital photographs will be taken at these locations. For modeling purposes, the invert elevations of these pipelines will be estimated based on the measured depths below ground in conjunction with LIDAR topographic mapping developed by the California Department of Water Resources (CA DWR) that was previously obtained by the City.
- Open Channels: We will also confirm the location and assess the general condition of the major open channels within the study area through visual inspection. We will document the conditions of the channels with digital photographs.

It is assumed that the City will provide access to public drainage facilities, such as drainage channels or pipe outfalls that are in fenced areas. We have assumed that the City will coordinate access to private property, if required.

Prior to beginning the field work, West Yost will develop a standardized data collection form to ensure every team member collects the necessary data in a consistent format. The form will be imported into a phone or tablet app that will be linked to a GIS database so that collected data is directly input into GIS.

West Yost staff will provide traffic control for the verification. Prior to performing the field evaluations, we will meet with the City to define the traffic protocols and procedures. Based on input from the City, we will prepare a memorandum that describes the traffic control procedures to be followed by West Yost staff.

As discussed under Task 6, the condition assessment evaluations will be combined with the field assessments under Task 3.

Deliverables: Draft report chapter that describes the results of the asset investigation and verification task. This chapter will include an appendix that includes the forms that are prepared during the field reviews.

Task 4. Drainage System Video Criteria and Evaluation

West Yost will develop criteria for prioritizing City drainage facilities for CCTV inspection. The criteria will include an assessment of the likelihood of failure based on the age and material of facilities, input from City maintenance staff, and the results from the condition assessment evaluations performed under Task 6. The criteria will also include an assessment of the potential consequences of failure.

Facilities that have a high likelihood of failure with significant consequences will be prioritized for CCTV inspection. Risk assessment and final criteria will be developed in a workshop with the City. Once the final criteria has been developed, we will use it to develop a list of recommended facilities for CCTV inspection along with an estimated cost.

Deliverables: Draft risk assessment criteria for CCTV inspection prioritization in PDF format. List of recommended facilities for CCTV inspection and the estimated cost in electronic tabular format.

Task 5. Drainage System Video Assessment

CCTV footage of the critical pipelines identified during Task 4 will be developed. Subconsultant National Plant Services will conduct NASSCO PACP compliant CCTV inspection of the selected facilities. The drainage pipes will be cleaned of debris prior to the CCTV work. Traffic control will be provided as necessary. This proposal is based on the City providing staging sites for debris bins as necessary. West Yost will review the video footage to assess the conditions of the trunk drain pipes and we will record defects per NASCCO PACP standards. The results from this task will be used to inform Task 6.

Because the critical pipes to be inspected have not yet been identified, the cost for this work cannot be determined at this time. The City has established a budget of $200,000 for this task. Once the critical pipes have been identified under Task 4, we will estimate the cost to collect video footage, review the footage, and document defects. If the estimated cost is greater than $200,000, we will work with the City to identify the pipes that will be inspected with the available budget.

Deliverables: Video footage of inspected pipes. Inspection records.

Task 6. Drainage System Assessment

We will perform a field review of key portions of the trunk drainage system. The field activities for this task will be performed concurrently with the asset investigation and verification activities under Task 3. During the field investigation, we will visually assess the conditions of the viewable portions of the drainage system. Where manhole lids are planned to be pulled during the Task 3 field verifications, we will conduct NASSCO MACP compliant Level 1 inspections from the ground surface (non-entry) using a pole-mounted camera (if necessary) to assess the condition of the manholes. We have assumed a maximum of 150 manholes will be evaluated.

Prior to performing the field work, we will prepare a map that shows the location of the proposed testing locations for review and approval by the City. The manhole locations will be selected to provide a representative sample of the existing trunk drainage system within the study area. We will document the observations in the field data worksheets.

We will visually inspect the major ditches and canals that convey runoff within the study area. During the inspection, we will note areas of erosion, excessive vegetation, or other conditions that could significantly affect flow capacity or maintenance activities. We will document the conditions of the channels on the data collection forms and with photographs.

We will use the data collected in the field under Tasks 3 and 5, the data provided by the City's maintenance consultant, and other information provided by City staff to inform the condition

assessment. West Yost will conduct a workshop with City staff to review the condition assessment and final risk assessment results. We will document the condition and risk assessment methodology in a draft report chapter. The chapter will include an estimate of the trunk facility conditions, useful remaining life, the type of problem and consequence of a facility failure.

Deliverables: Draft chapter that documents the evaluation process, the condition assessment results, and the prioritized assets

Task 7. Hydrologic and Hydraulic Analysis

West Yost will prepare hydrologic and hydraulic modeling to evaluate the capacity of the City's trunk drainage system, which is defined as pipes that are 24 inches and larger per the Request for Proposals. Figure 1 shows the study area, the trunk drainage system (to be verified), and a rough layout of the node locations for the hydraulic models to be developed. We have also assumed that open channels and culverts that convey discharge from trunk pipes will be evaluated as well as detention basins that store runoff from trunk pipes. These facilities will be evaluated with flows computed for the 2-, 10-, and 100-year storm events. Both existing and buildout land use conditions will be evaluated. The buildout land use conditions will be based on the land use defined in the City's General Plan.

We will work with the City to develop a set of performance criteria for the existing trunk drainage system which meets the needs of the City and provides adequate flood protection to its residents and business without resulting in a CIP that cannot be feasibly implemented. We will develop draft evaluation criteria for review by the City and will finalize the criteria based on comments received from the City.

To determine inflows to the trunk drainage facilities, we will prepare hydrologic models using SacCalc or XPSWMM and will configure the models to produce hydrographs for the 2-, 10-, and 100-year storms. We will prepare hydrologic models for both existing and buildout land uses. We will define watershed boundaries based on the CA DWR LiDAR topographic mapping, the City's storm drain facilities map, available record drawings, aerial photographs, and field visits. Existing land use will be determined from aerial photographs and zoning data and future land will be determined from the City's General Plan. We have assumed that the General Plan land use data will be provided in GIS format. Hydrologic soil types will be determined from the latest soil survey by the Natural Resources Conservation Service. The hydraulic analysis will be performed using XPSWMM. We will perform dynamic hydraulic analyses of the trunk drainage systems. Dynamic analyses (rather than steady-state analyses) will allow the effects of storage (surface storage, detention storage, etc.) to be factored into the analysis. The models will include representations of the surface flow paths to allow assessment of overland release paths during the 100-year storm. The models will be run and the results evaluated to determine those facilities that do not have sufficient capacity to meet the evaluation criteria. For those facilities that are found to be deficient, we will use the model to determine the required facilities to replace or supplement the existing pipes. For each area of the system with deficiencies, we will qualitatively evaluate up to 3 alternatives to eliminate deficiencies and will present the potential alternatives to the City. Based on input from the City, detailed modeling will be performed for one or two of the most promising alternatives.

It is likely that there is little or no measured flow or stage data to use for calibration of the modeling. If this is the case, a qualitative calibration effort will be performed that compares the general locations of flooding predicted in the model with the locations where known flooding has occurred in the past. These locations will be determined through discussions with City staff and review of reports of flooding by residents. If photos of historic flooding are available, these will also be used.

In addition to the trunk drainage system modeling, we will also prepare hydrologic and hydraulic modeling for up to five known problem areas that are served by smaller drainage facilities. We have assumed that the City will define these areas.

We propose to use record drawings and information gathered during the field verification task (Task 3) in conjunction with LiDAR topographic data to develop the hydraulic model input. We do not envision the need for a large field surveying effort. However, there may be a need to fill in data gaps with targeted surveying. Slooten Consulting will provide up to three days of field surveys for this purpose.

Deliverables: Draft chapter that describes the model development and results, including figures depicting the watershed boundaries, the hydraulic model layout, areas with capacity deficiencies, proposed improvements to eliminate capacity deficiencies.

Task 8. Low Impact Development Feasibility

West Yost will evaluate the feasibility of LID projects within the City. Review GIS parcel mapping and ownership data, we will assess the availability of public lands, including, streets, parking lots, vacant lots, and other public lands within the City's jurisdiction for potential project locations. For the identified public properties, we will assess whether sufficient area exists or can be created to implement an LID project. The suitability of infiltration based approaches will be determined based on a review of the soil mapping prepared by the Natural Resources Conversation Service. We will prepare a map showing public lands and infiltration potential of the soils and will provide it to the City for review.

Looking at potential project areas with the highest infiltration rates and suitable space for LID features, and considering input from City staff, we will evaluate the opportunities for developing regional LID projects. Regional scale LID projects that can provide a significant pollutant load reduction and assist the City with a streamlined approach at TMDL compliance with be prioritized. West Yost staff will also evaluate smaller scale projects to have a complete evaluation of options for the City to consider.

West Yost staff will also evaluate opportunities to implement LID at projects to achieve multi-benefits. For example, while evaluating projects to eliminate capacity or conditions deficiencies, we will look for opportunities to incorporate LID for pollutant load reduction measures, including trash capture. This approach can help the City achieve multiple goals with a single project. Additionally, these types of projects can be incorporated into the City's Storm Water Resources Plan to position them for Proposition 1 implementation grant funding.

We will provide the City with a list of potential LID projects for further consideration. With City input, we will identify up to ten projects for more detailed evaluation. For those projects, we will conceptually size them and evaluate them with the continuous simulation SAHM tool and use the

results to quantify potential volume, flow and pollutant loading reduction benefits. We will prepare a draft report chapter that summarizes the evaluation and results, and provides recommendations for LID implementation to maximize benefits to the City.

Deliverables: Draft LID feasibility map. Draft report chapter on LID evaluation and results.

Task 9. Integration of the City's NPDES MS4 Trash Implementation Plan

The City is in the process of completing a Trash Implementation Plan to comply with the State Trash Amendments. The City is required to install full trash capture systems in all priority land uses areas by January 2028. As part of this task, we will review trash CIP projects identified in the Trash Implementation Plan and prioritize those projects in the overall CIP program. Prioritization will be based on the following criteria:

- Developing a project implementation schedule to meet the regulatory compliance requirement of reducing trash waste loads by 10 percent a year, over 10 years. We will identify the projects needed to be implemented each year to meet this requirement.
- Project prioritization will consider areas with known trash problems as the highest priority, with recommendations to implement these projects early in the installation schedule.
- Prioritization will also take into consideration costs of full capture systems, including installation. Project selection and implementation will consider these costs to the City and will be prioritized based on availability of funding. Additionally, projects will be prioritized in a manner to work within the City's budget for the duration of this project.

This proposal is based on the City providing West Yost with a Trash Implementation Plan prepared by others and that the plan will identify proposed trash removal projects and their associated costs. We have also assumed that the plan will include trash loading estimates and removal rates for projects.

Deliverables: A draft chapter summarizing the City's Trash Implementation Plan and the prioritization of trash removal projects.

Task 10. Habitat Mitigation and Monitoring Plan

In response to requirements from the California Department of Fish and Wildlife, the City has developed a Habitat Mitigation and Monitoring Plan (HMMP) that defines mitigation projects to offset impacts from routine maintenance activities. West Yost will review the list of projects in the HMMP and, we will prioritize these projects within the overall project list that will be developed for the CIP.

Task 11. Integration of Pump Station Infrastructure Improvements

There are six pump stations that are part of the City's storm drainage system. These pump stations are maintained by a contractor to the City. For this task, we will conduct a one-day field visit of the six pump stations with the City and their maintenance contractor to perform a visual review of

the pump stations and to discuss the long-term maintenance requirements for the pump stations that have been identified by the maintenance contractor. Based on our pump station design experience and manufacturer recommendations, we will provide recommended intervals for replacement and maintenance of equipment. We will review and prioritize the list of pump station maintenance improvements identified by the City's contractor. The prioritization will be based on the criteria that is developed with input from City staff under Task 6. Subconsultant Frisch Engineering will participate in the field review and will provide recommendations related to the electrical equipment at the pump stations.

Deliverables: Draft chapter that provides prioritized list of pump station maintenance projects and recommended replacement intervals for equipment and preventative maintenance recommendations.

Task 12. Develop Capital Improvement Program Priority Project List

West Yost will develop a Drainage CIP that includes a list of prioritized projects necessary to meet the City's desired level of service. The list will include:

- Projects needed to address capacity deficiencies identified during Task 7.
- Projects needed to address condition deficiencies identified during Task 6.
- Pump station maintenance projects identified by City's maintenance staff and preventative maintenance recommended by West Yost. These will be included in a separate section of the CIP because these improvements have a separate funding source from the other improvements that will be included in the CIP.
- Projects included in the City's Trash Implementation Plan as identified in Task 9.
- Projects included in the City's HHMP as identified in Task 10.
- LID projects that are identified during Task 8.

The CIP will include a description of each project, a schematic figure showing the project layout in plan-view, typical cross sections or details, and the estimated cost and 10-year implementation schedule that will be developed under Task 13.

Deliverables: Draft chapter presenting the CIP development.

Task 13. Develop Feasibility Level Cost Estimates

West Yost will develop feasibility level cost estimates for the improvements to be included in the CIP. We have assumed that costs for the trash implementation projects and HMMP projects will be determined by others. Unit costs for construction items will be estimated using cost data from recently constructed projects, manufacturer quotes, estimating guides, engineering judgment, and input from City staff. If land acquisition costs are to be included, we will use a land value cost provided by City staff. Cost mark-ups to cover contingencies, planning, engineering, construction management, permitting, and program management will be included.

Using the estimated costs, the project/priorities list developed under Task 12, we will develop an outline of an annual CIP for implementation of the recommended drainage improvements. A plan

and schedule for replacement, repair or rehabilitation over a 10-year period will be developed. During development of the plan, we will consider the City's available annual funding for stormwater maintenance and improvements, the schedule for other upcoming City projects in the area such as street paving projects, as well as regulatory drivers for the proposed improvements.

Deliverables: The results from this Task will be presented in the draft report for the CIP.

Task 14. Public Outreach

West Yost will assist the City in hosting one public meeting. West Yost will assist the City with identifying project stakeholders and preparing public notifications of the meeting. We will assist the City with development of a PowerPoint slide show. We will provide draft slides to the City for review and comment and will prepare a final slide show that addresses City comments and includes slides developed by City staff. West Yost will participate in one public outreach meeting.

Deliverables: List of potential project stakeholders. Preparation of public notifications for a public meeting. Draft and final PowerPoint slides for meeting.

Task 15. Prepare Stormwater Program Drainage Master Plan Report

At the beginning of the project, West Yost will prepare a detailed outline of the project report. The outline will identify the anticipated report chapters, subsections, tables, and figures. We will submit the outline to the City for review and comment and will then finalize the outline by addressing/incorporating City comments. As major work tasks are completed, we will present that work to the City by submitting draft report chapters.

The report will include an Executive Summary for the general public's use. It will include minimal use of technical/engineering language. If technical/engineering language or concepts are needed, they will be briefly explained in sidebars within the Executive Summary. We will rely heavily on the use graphics in the Executive Summary to concisely explain the findings of the report. The Executive Summary will be a "stand alone" document suitable to post on a web site or distribute to neighborhood groups or watershed organizations. Individual report chapters will be more technical, but will avoid excessive technical jargon.

Once most of the study is completed, a full draft report is prepared and submitted. The full draft will include revisions to individual chapters that were requested by the City during the review of the original draft chapters. West Yost will meet with City staff to review comments and discuss proposed updates to be incorporated into the final report.

Deliverables: Draft report chapters in PDF format. Full draft report in PDF format and five hard copies.

Task 16. Prepare Final Report

We will prepare a final report that incorporates comments received on the 100- percent draft report. It is anticipated that the comments can be addressed without additional technical analyses beyond that described in this scope of work.

Deliverables: Five hard copies of the final report. One electronic copy (PDF) of the final report.

Exhibit A. Scope of Work

Task 17. Council/Staff Presentations

West Yost will assist City staff in presenting the final SCIPMP to the City Council. We will prepare exhibits and a PowerPoint slide show for the meeting. We anticipate that we will conduct three meetings with City staff to develop and review the presentation. We will participate in up to two presentations to the City Council.

Deliverables: Draft exhibits and PowerPoint slides. Final exhibits and PowerPoint slides.

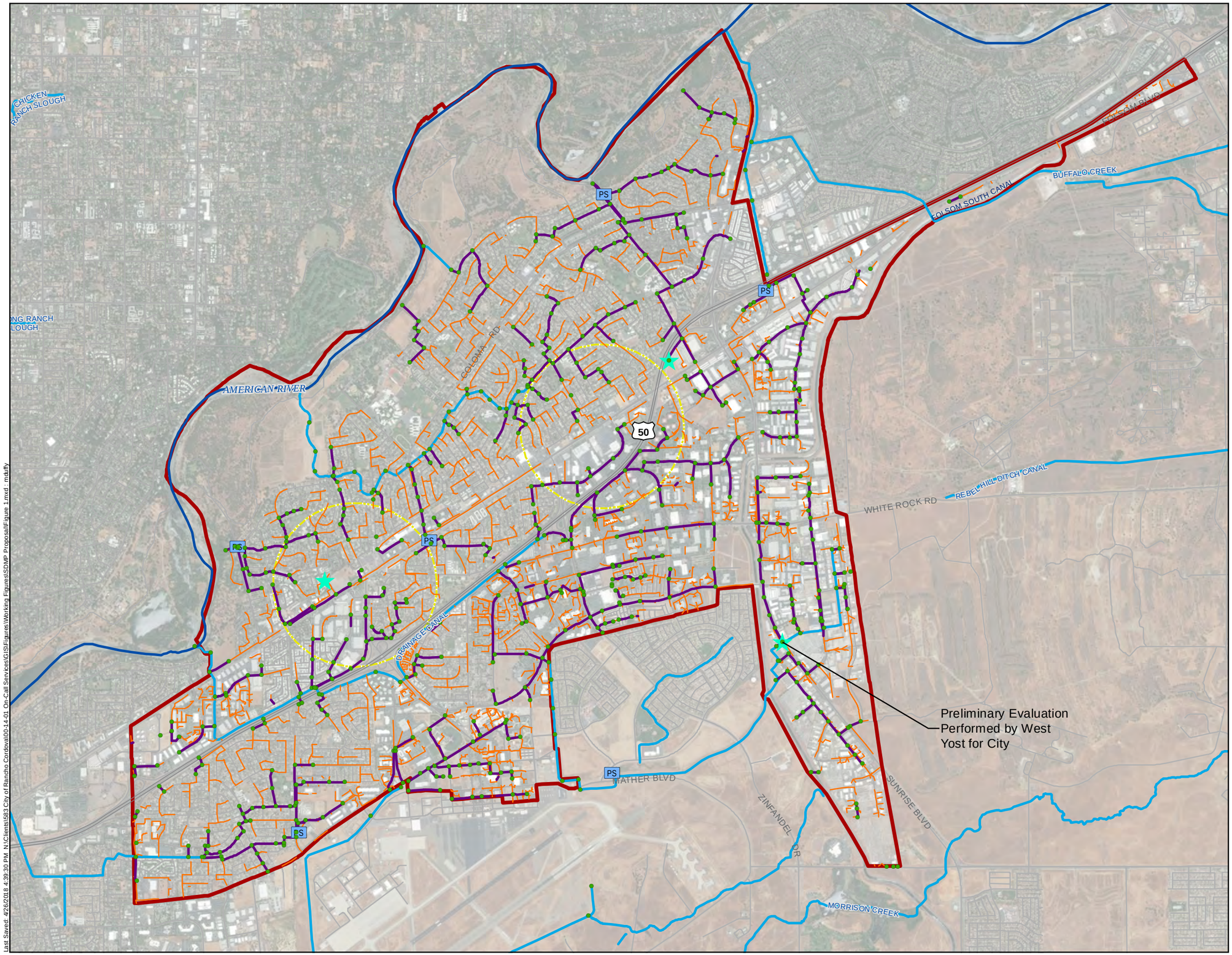
Task 18. Meetings

We will participate in monthly meetings at the City's office. For each monthly meeting, we will prepare an agenda and action items list that will be provided to the City in draft form and will be finalized based on input from the City. We will prepare minutes that summarize each monthly meeting. We will also create a decision log that documents major decisions that are made throughout the duration of the study. We have assumed that the project will begin in September 2018 and end in March 2019 and a total of 19 monthly meetings will be held. We will also attend up to 6 meetings in addition to the monthly meetings to discuss time-critical issues that may arise during the project.

Deliverables: Draft and final agenda and action items list for meetings. Draft and final meeting summaries.

Task 19. Contingency for As-Needed Assistance

This task is intended to cover unforeseen work items that may be identified by as the work progresses. Prior to performing any work under this task, West Yost will prepare a written scope of work and budget estimate for the additional work. The work will only be performed after written authorization is received from the City.



N

0 1,500 3,000
Scale in Feet

Symbology

- Trunk Drains (24" and Larger)
- Other Drains (<24")
- Drainage Channels
- Rivers
- Assumed Model Nodes
- PS Pump Stations
- Known Problem Areas
- Studied by West Yost for Folsom Blvd. Transit Study
- Study Limits

Figure 1

Study Area and Trunk Drains to be Evaluated (Approximate)

City of Rancho Cordova
Stormwater Capital Improvemen
Program Master Plar

Last Saved: 4/26/2018 4:39:30 PM N:\Clients\563 City of Rancho Cordova\00-14-01 On-Call Services\GIS\Figures\Working Figures\SDMP Proposal\Figure 1.mxd : mdufly

West Yost Associates **PROJECT: Exhibit B - Stormwater CIP Master Plan Cost Proposal**	EM/SM/GM II $274 Doug	PE/PS/PG II $254 Mark	PE/PS/PG I $240 Lani	PE/PS/PG I $240 Ty	SE/SS/SG II $225 Millie	SE/SS/SG I $214 Colleen H	AE/AS/AG I $190 Melissa	ESG II $178 Michele	ESG II $178 Colleen	ESG I $154 Christina/Elaine	ADM III $119 Ariel	Labor Hours	Labor Fee	Sub. **Frish**	Sub. **Sloot**	Sub. **NPS**	Costs Sub. w/ markup 10%	Costs Other Direct	Costs Total Costs
Task 1 ***Schedule and Project Management***																			
1.01 Prepare initial schedule	1	4	1									6	$ 1,530						$ 1,530
1.02 Prepare schedule updates		8										8	$ 2,032						$ 2,032
1.03 Project management		60										60	$ 15,240						$ 15,240
Subtotal, Task 1 (hours)	**1**	**72**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**74**							
Subtotal, Task 1 ($)	**$ 274**	**$ 18,288**	**$ 240**										**$ 18,802**						**$ 18,802**
Task 2 ***Records Review***																			
2.01 Gather and organize record drawings		2					16			12		30	$ 5,396						$ 5,396
2.02 Review historic problem data and summarize		2								16		18	$ 2,972						$ 2,972
2.03 Review pipe video		1	2							16		19	$ 3,198						$ 3,198
2.04 Review reports & drainage studies		4					8					12	$ 2,536						$ 2,536
2.05 Staff interviews and field review of problem areas		4						16				20	$ 3,864						$ 3,864
Subtotal, Task 2 (hours)	**0**	**13**	**2**	**0**	**0**	**0**	**24**	**16**	**0**	**44**	**0**	**99**							
Subtotal, Task 2 ($)		**$ 3,302**	**$ 480**				**$ 4,560**	**$ 2,848**		**$ 6,776**			**$ 17,966**						**$ 17,966**
Task 3 ***Drainage Asset Investigation and Verification***																			
3.01 Develop plan for field work		2						6				8	$ 1,576						$ 1,576
3.02 Develop traffic control plan		2						6			2	10	$ 1,814						$ 1,814
3.03 Develop field worksheets		2						4				6	$ 1,220						$ 1,220
3.04 Verifty horizontal locations of facilities		6						120		120		246	$ 41,364						$ 41,364
3.05 Pull manhole lids and verify depth/size		6						40		40		86	$ 14,804						$ 14,804
3.06 GIS database update		2						40				42	$ 7,628						$ 7,628
3.07 QA/QC	4											4	$ 1,096						$ 1,096
Subtotal, Task 3 (hours)	**4**	**20**	**0**	**0**	**0**	**0**	**0**	**216**	**0**	**160**	**2**	**402**							
Subtotal, Task 3 ($)	**$ 1,096**	**$ 5,080**						**$ 38,448**		**$ 24,640**	**$ 238**		**$ 69,502**						**$ 69,502**
Task 4 ***Drainage System Video Criteria and Evaluation***																			
4.01 Workshop		1	8				8					17	$ 3,694						$ 3,694
4.02 Develop criteria for videotaping	1	2	1				8					12	$ 2,542						$ 2,542
Subtotal, Task 4 (hours)	**1**	**3**	**9**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**29**							
Subtotal, Task 4 ($)	**$ 274**	**$ 762**	**$ 2,160**				**$ 3,040**						**$ 6,236**						**$ 6,236**
Task 5 ***Drainage System Video Assessment (Supplemental Task)***																			
5.01 Video assessment		3	11					24		80		118	$ 19,994			$ 163,642	$ 180,006		$ 200,000
Subtotal, Task 5 (hours)	**0**	**3**	**11**	**0**	**0**	**0**	**0**	**24**	**0**	**80**	**0**	**118**							
Subtotal, Task 5 ($)		**$ 762**	**$ 2,640**					**$ 4,272**		**$ 12,320**			**$ 19,994**			**$ 163,642**	**$ 180,006**		**$ 200,000**
Task 6 ***Drainage System Assessment***																			
6.01 Field assessment of manholes conditions (150)		1	4					32		32		69	$ 11,838						$ 11,838
6.02 Field assessment of channels					4			16		16		36	$ 6,212						$ 6,212
6.03 Summary report for conditions		2	2		2			12		12		30	$ 5,422						$ 5,422
6.04 Estimate remaining useful like of existing facilities		2	12		2		24					40	$ 8,398						$ 8,398
6.05 Estimate risk and consequence of failure		4	8				24					36	$ 7,496						$ 7,496
6.06 Develop prioritization critieria		4					8				1	13	$ 2,655						$ 2,655
6.07 QA/QC	2											2	$ 548						$ 548
Subtotal, Task 6 (hours)	**2**	**13**	**26**	**0**	**8**	**0**	**56**	**60**	**0**	**60**	**1**	**226**							
Subtotal, Task 6 ($)	**$ 548**	**$ 3,302**	**$ 6,240**		**$ 1,800**		**$ 10,640**	**$ 10,680**		**$ 9,240**	**$ 119**		**$ 42,569**						**$ 42,569**

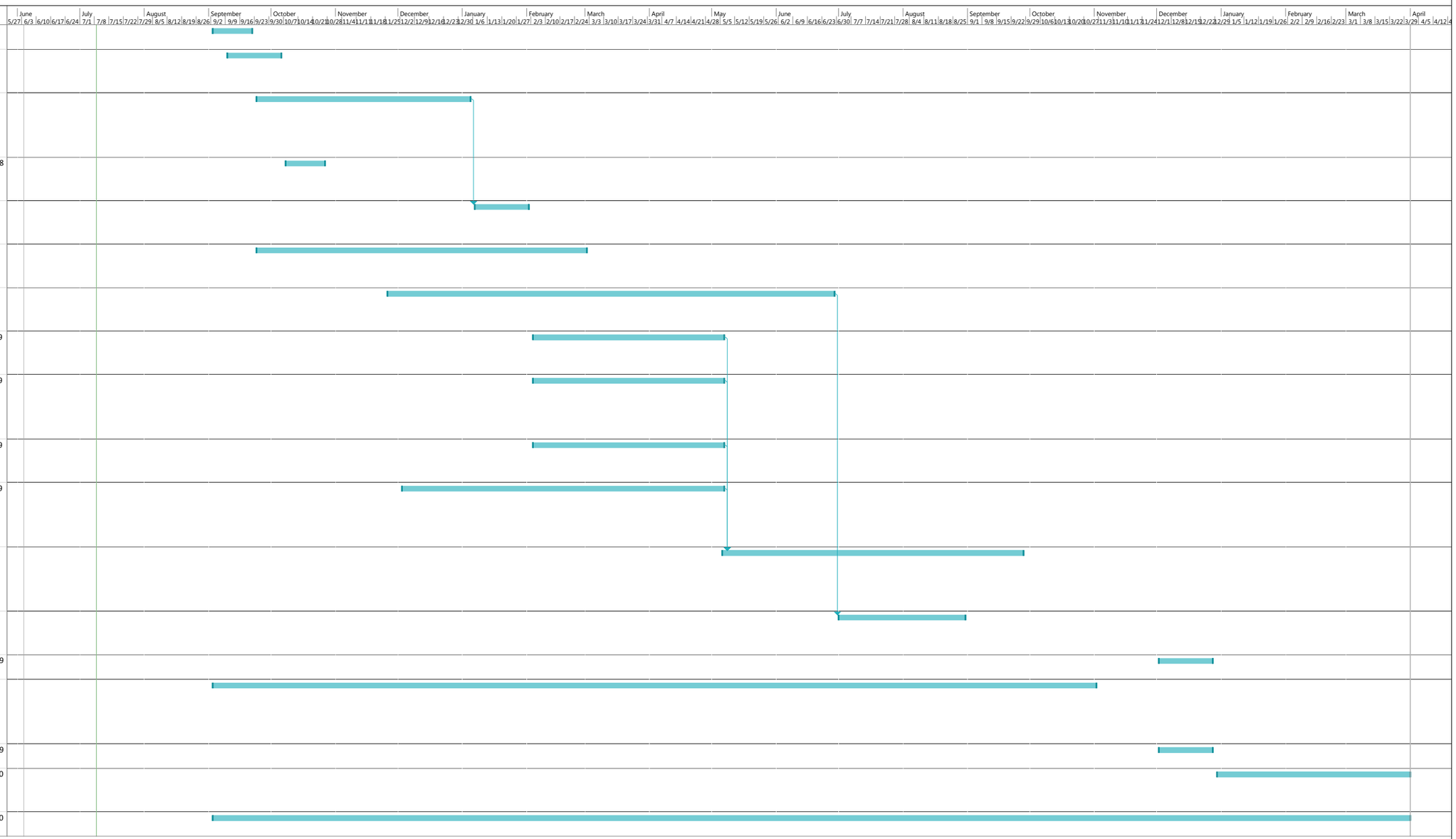
West Yost Associates **PROJECT: Exhibit B - Stormwater CIP Master Plan Cost Proposal**	EM/SM/GM II $274 Doug	PE/PS/PG II $254 Mark	PE/PS/PG I $240 Lani	PE/PS/PG I $240 Ty	SE/SS/SG II $225 Millie	SE/SS/SG I $214 Colleen H	AE/AS/AG I $190 Melissa	ESG II $178 Michele	ESG II $178 Colleen	ESG I $154 Christina/Elaine	ADM III $119 Ariel	Labor Hours	Labor Fee	Sub. **Frish**	Sub. **Sloot**	Sub. **NPS**	Costs Sub. w/ markup 10%	Costs Other Direct	Costs Total Costs
Task 7 ***Hydrologic and Hydraulic Analysis***																			
7.01 Develop evaluation criteria		8									2	10	$ 2,270						$ 2,270
7.02 Field surveying		4										4	$ 1,016		$ 4,440		$ 4,884		$ 5,900
7.03 Delieate existing watersheds		16					32	32	32	32		144	$ 26,464						$ 26,464
7.04 Develop SacCalc models		8					32	32	32	32		136	$ 24,432						$ 24,432
7.05 Determine post-project land-use and develop SacCalc models		4					16	16	16	16		68	$ 12,216						$ 12,216
7.06 Develop XPSWMM models for exist. cond.		24					80	80	80	120		384	$ 68,256						$ 68,256
7.07 Develop XPSWMM models for fut. cond.		2					8	8	8	8		34	$ 6,108						$ 6,108
7.08 Identify deficiencies		4					4	4	4	4		20	$ 3,816						$ 3,816
7.09 Models for existing systems at known problem areas (5)		8					16	16	16	16		72	$ 13,232						$ 13,232
7.10 Develop qualitative solutions		8					16	16				40	$ 7,920						$ 7,920
7.11 Model alternative solutions to problems		16					40	40	40	40		176	$ 32,064						$ 32,064
7.12 QA/AC	8											8	$ 2,192						$ 2,192
Subtotal, Task 7 (hours)	**8**	**102**	**0**	**0**	**0**	**0**	**244**	**244**	**228**	**268**	**2**	**1096**							
Subtotal, Task 7 ($)	**$ 2,192**	**$ 25,908**					**$ 46,360**	**$ 43,432**	**$ 40,584**	**$ 41,272**	**$ 238**		**$ 199,986**		**$ 4,440**		**$ 4,884**		**$ 204,870**
Task 8 ***Low Impact Development Feasibility***																			
8.01 Evaluate public lands, soil types, future projects		1				2				8		11	$ 1,914						$ 1,914
8.02 Review planned projects		1				2				2		5	$ 990						$ 990
8.03 Evaluate potential for regional LID and multiple benefits		1				4				2		7	$ 1,418						$ 1,418
8.04 Detailed evaluation for up to 10 LID projects		4				16				24		44	$ 8,136						$ 8,136
8.05 QA/QC	2											2	$ 548						$ 548
Subtotal, Task 8 (hours)	**2**	**7**	**0**	**0**	**0**	**24**	**0**	**0**	**0**	**36**	**0**	**69**							
Subtotal, Task 8 ($)	**$ 548**	**$ 1,778**				**$ 5,136**				**$ 5,544**			**$ 13,006**						**$ 13,006**
Task 9 ***Integration of City's NPDES MS4 Trash Implementation Plan***																			
9.01 Review Trash Plan		1				8						9	$ 1,966						$ 1,966
9.02 Prioritize trash projects		4				8						12	$ 2,728						$ 2,728
Subtotal, Task 9 (hours)	**0**	**5**	**0**	**0**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**21**							
Subtotal, Task 9 ($)		**$ 1,270**				**$ 3,424**							**$ 4,694**						**$ 4,694**
Task 10 ***Habitat Mitigation and Monitoring Plan***																			
10.01 Review HMMP and prioritize projects		4							16			20	$ 3,864						$ 3,864
Subtotal, Task 10 (hours)	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	**0**	**0**	**20**							
Subtotal, Task 10 ($)		**$ 1,016**							**$ 2,848**				**$ 3,864**						**$ 3,864**
Task 11 ***Integration of Pump Station Infrastructure Improvements***																			
11.01 Field review with City maintenance contractors		1		8								9	$ 2,174						$ 2,174
11.02 Define projects and estimate costs and priorities		2		24								26	$ 6,268						$ 6,268
11.03 Develop recommended replacement intervals and maintenance priorities		1		4								5	$ 1,214						$ 1,214
11.04 Electrical engineer support		2										2	$ 508	$ 24,080			$ 26,488		$ 26,996
Subtotal, Task 11 (hours)	**0**	**6**	**0**	**36**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**42**							
Subtotal, Task 11 ($)		**$ 1,524**		**$ 8,640**									**$ 10,164**	**$ 24,080**			**$ 26,488**		**$ 36,652**
Task 12 ***Develop Capital Improvement Program Priority Project List***																			
12.01 Develop draft list of prioritized projects		16	4	4			16					40	$ 9,024						$ 9,024
12.02 Develop final list of prioritized projects		4					8					12	$ 2,536						$ 2,536
12.03 Develop schematic figures									24	24		48	$ 7,968						$ 7,968
12.04 Develop draft 10-year implementation schedule		4					12				2	18	$ 3,534						$ 3,534
12.05 Develop final 10-year implementation schedule		2					6				1	9	$ 1,767						$ 1,767
12.06 QA/QC	2											2	$ 548						$ 548
Subtotal, Task 12 (hours)	**2**	**26**	**4**	**4**	**0**	**0**	**42**	**0**	**24**	**24**	**3**	**129**							
Subtotal, Task 12 ($)	**$ 548**	**$ 6,604**	**$ 960**	**$ 960**			**$ 7,980**		**$ 4,272**	**$ 3,696**	**$ 357**		**$ 25,377**						**$ 25,377**

West Yost Associates **PROJECT: Exhibit B - Stormwater CIP Master Plan Cost Proposal**	EM/SM/GM II $274 Doug	PE/PS/PG II $254 Mark	PE/PS/PG I $240 Lani	PE/PS/PG I $240 Ty	SE/SS/SG II $225 Millie	SE/SS/SG I $214 Colleen H	AE/AS/AG I $190 Melissa	ESG II $178 Michele	ESG II $178 Colleen	ESG I $154 Christina/Elaine	ADM III $119 Ariel	Labor Hours	Labor Fee	Sub. **Frish**	Sub. **Sloot**	Sub. **NPS**	Costs Sub. w/ markup 10%	Costs Other Direct	Costs Total Costs
Task 13 ***Develop Feasibility Level Cost Estimates***																			
13.01 Develop cost estimates		16	2	4			24			24		70	$ 13,760						$ 13,760
13.02 QA/QC	2											2	$ 548						$ 548
Subtotal, Task 13 (hours)	**2**	**16**	**2**	**4**	**0**	**0**	**24**	**0**	**0**	**24**	**0**	**72**							
Subtotal, Task 13 ($)	**$ 548**	**$ 4,064**	**$ 480**	**$ 960**			**$ 4,560**			**$ 3,696**			**$ 14,308**						**$ 14,308**
Task 14 ***Public Outreach***																			
14.01 Develop stakeholders list		1					4					5	$ 1,014						$ 1,014
14.02 Prepare draft PowerPoint slides		8					8					16	$ 3,552						$ 3,552
14.03 Prepare for public meeting		4										4	$ 1,016						$ 1,016
14.04 Participate in public meeting		4										4	$ 1,016						$ 1,016
14.05 QA/QC	1											1	$ 274						$ 274
Subtotal, Task 14 (hours)	**1**	**17**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**30**							
Subtotal, Task 14 ($)	**$ 274**	**$ 4,318**					**$ 2,280**						**$ 6,872**						**$ 6,872**
Task 15 ***Prepare Stormwater Program Drainage Master Plan Report***																			
15.01 Prepare draft report	10	60	22	12		16	38	56	0	74	24	312	$ 61,004						$ 61,004
Subtotal, Task 15 (hours)	**10**	**60**	**22**	**12**	**0**	**16**	**38**	**56**	**0**	**74**	**24**	**312**							
Subtotal, Task 15 ($)	**$ 2,740**	**$ 15,240**	**$ 5,280**	**$ 2,880**		**$ 3,424**	**$ 7,220**	**$ 9,968**		**$ 11,396**	**$ 2,856**		**$ 61,004**						**$ 61,004**
Task 16 ***Prepare Final Report***																			
16.01 Prepare Final Report	2	16					16	16			8	58	$ 11,452						$ 11,452
Subtotal, Task 16 (hours)	**2**	**16**	**0**	**0**	**0**	**0**	**16**	**16**	**0**	**0**	**8**	**58**							
Subtotal, Task 16 ($)	**$ 548**	**$ 4,064**					**$ 3,040**	**$ 2,848**			**$ 952**		**$ 11,452**						**$ 11,452**
Task 17 ***Council/Staff Presentations***																			
17.01 Preprare draft PowerPoint	2	8						8				18	$ 4,004						$ 4,004
17.02 Prepare for presentations		8										8	$ 2,032						$ 2,032
17.03 Meetings with City staff (3)		12										12	$ 3,048						$ 3,048
17.04 City Council Meetings (2)		8										8	$ 2,032						$ 2,032
Subtotal, Task 17 (hours)	**2**	**36**	**0**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**46**							
Subtotal, Task 17 ($)	**$ 548**	**$ 9,144**						**$ 1,424**					**$ 11,116**						**$ 11,116**
Task 18 ***Meetings***																			
18.01 Meetings (25)		100	8	4		8		30				150	$ 35,332						$ 35,332
Subtotal, Task 18 (hours)	**0**	**100**	**8**	**4**	**0**	**8**	**0**	**30**	**0**	**0**	**0**	**150**							
Subtotal, Task 18 ($)		**$ 25,400**	**$ 1,920**	**$ 960**		**$ 1,712**		**$ 5,340**					**$ 35,332**						**$ 35,332**
Task 19 ***Contingency for As-Needed Assistance***																			
19.01 Contingency												0						$ 58,000	$ 58,000
Subtotal, Task 19 (hours)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**							
Subtotal, Task 19 ($)																		**$ 58,000**	**$ 58,000**
TOTAL (hours)	**37**	**519**	**85**	**60**	**8**	**64**	**472**	**670**	**268**	**770**	**40**	**2,993**							
TOTAL ($)	**$ 10,138**	**$ 131,826**	**$ 20,400**	**$ 14,400**	**$ 1,800**	**$ 13,696**	**$ 89,680**	**$ 119,260**	**$ 47,704**	**$ 118,580**	**$ 4,760**		**$ 572,244**	**$ 24,080**	**$ 4,440**	**$ 163,642**	**$ 211,378**	**$ 58,000**	**$ 841,622**

City of Rancho Cordova
Drainage Capital Improvement Program Master Plan

Exhibit C - Schedule

ID	Task Name	Duration	Start	Finish
1	Schedule	15 days	Mon 9/3/18	Fri 9/21/18
2	Records Review	20 days	Mon 9/10/18	Fri 10/5/18
3	Drainage Asset Investigation and Verification	75 days	Mon 9/24/18	Fri 1/4/19
4	Drainage System Video Criteria and Evaluation	15 days	Mon 10/8/18	Fri 10/26/18
5	Drainage System Video Assessment	20 days	Mon 1/7/19	Fri 2/1/19
6	Drainage system Assessment	115 days	Mon 9/24/18	Fri 3/1/19
7	Hydrologic and Hydraulic Analysis	155 days	Mon 11/26/18	Fri 6/28/19
8	Low Impact Development Feasibility	66 days	Mon 2/4/19	Mon 5/6/19
9	Integration of the City's NPDES Trash Implementation Plan	66 days	Mon 2/4/19	Mon 5/6/19
10	Habitat Mitigation and Monitoring Plan	66 days	Mon 2/4/19	Mon 5/6/19
11	Integration of Pump Station Infrastructure Improvements	111 days	Mon 12/3/18	Mon 5/6/19
12	Develop Capital Improvement Program Priority Project List	105 days	Mon 5/6/19	Fri 9/27/19
13	Develop Feasibility Level Cost Estimates	45 days	Mon 7/1/19	Fri 8/30/19
14	Public Outreach	20 days	Mon 12/2/19	Fri 12/27/19
15	Prepare Stormwater Program Drainage Master Plan Report	305 days	Mon 9/3/18	Fri 11/1/19
16	Prepare Final Report	20 days	Mon 12/2/19	Fri 12/27/19
17	Council/Staff Presentations	67 days	Mon 12/30/19	Tue 3/31/20
18	Meetings	412 days	Mon 9/3/18	Tue 3/31/20



May 2, 2018

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

ATTACHMENT 4

Stormwater Capital Improvement Program Master Plan

City of Rancho Cordova

August 20, 2018

AGENDA ITEM 12.1

Purpose

- Provide Stormwater Capital Improvement Program Master Plan (Master Plan) background
- Recommend that Council authorize the City Manager to execute consultant contract with West Yost and Associates, Inc. in the amount of $841,622

Background

- The County transferred all stormwater services and administration to the City in 2014 which includes:
  - Operations, Maintenance and Improvements
  - Cleanwater Program
  - Development Services

Stormwater Program Budget

- Annual funding approximately $3.8 million through drainage fees
- Original County drainage fee does not include a yearly inflation escalator
- City's drainage fee going forward does have escalator
- In 5 to 10 years, O&M cost will exceed current revenues as O&M costs rise with inflation

Existing Drainage System

- Older portions of the drainage system were built in the late 1950s
- Extensive drainage system includes:
  - 250 miles of drainage pipe
  - 11,000 drainage structures
  - 20 miles of open channel
  - 6 pump stations
  - 6 stormwater basins

Examples of Drainage Infrastructure

Bear Hollow Pump Station

Bear Hollow Basin

Examples of Drainage Infrastructure Cont.

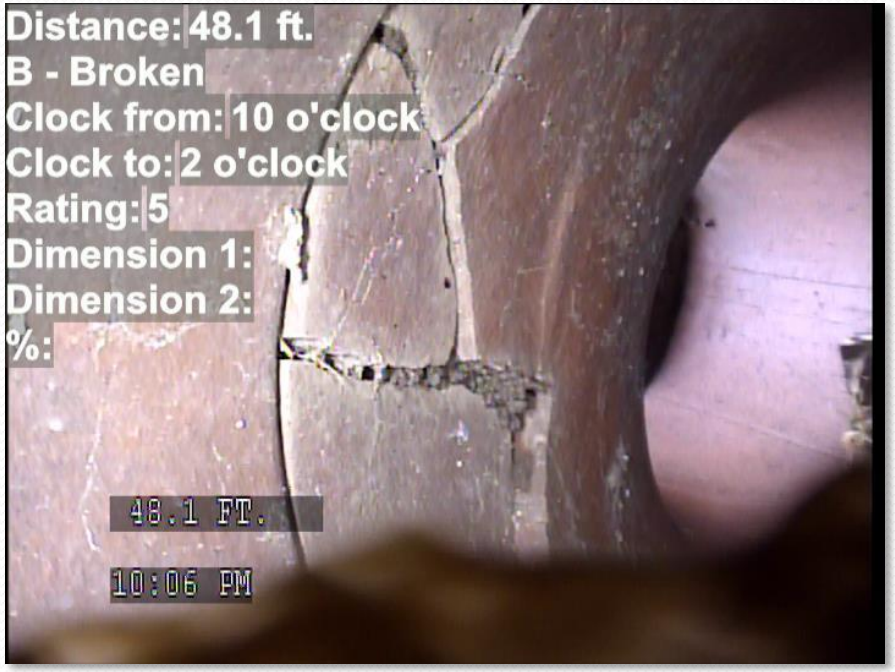
Box Culvert at Bradshaw

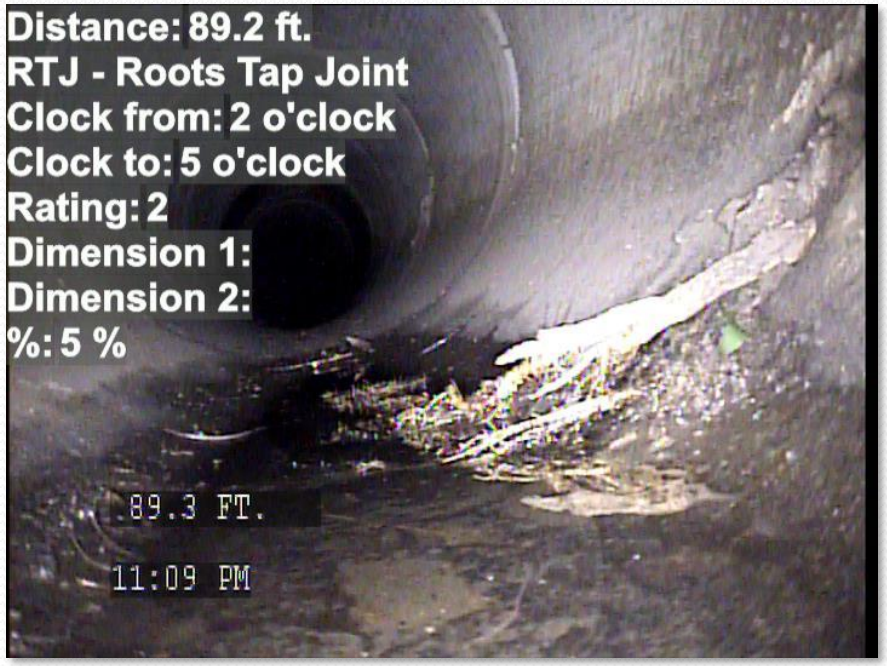
Cordova Creek

Examples of Deteriorating Drainage Infrastructure

Aging Concrete Along Channel Slopes

Examples of Deteriorating Drainage Infrastructure Cont.





Aging Clay and Concrete Drainage Pipe

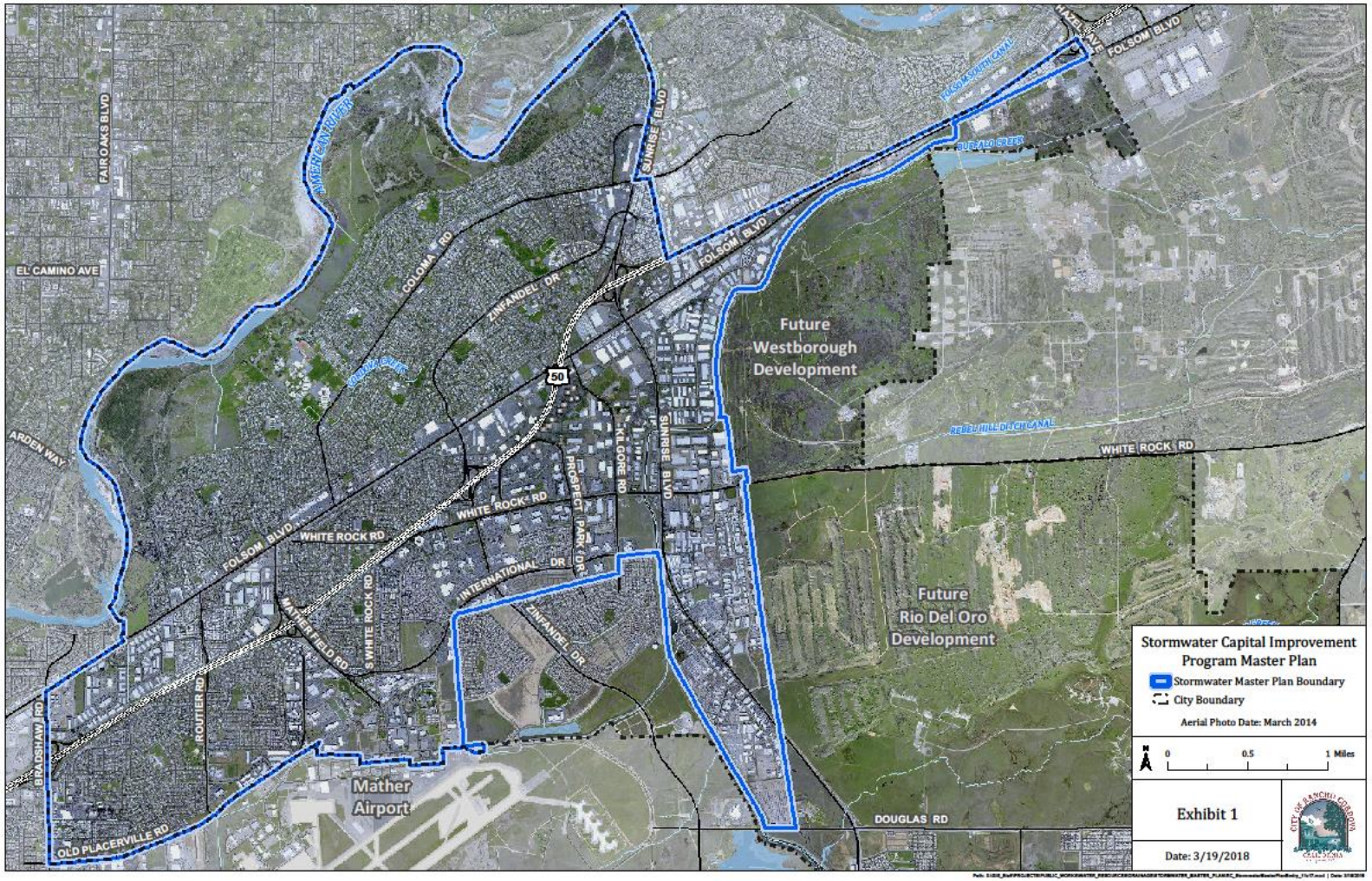
Which Can Lead to

Localized Flooding of Streets and Neighborhoods

Master Plan Scope

- Review records and conduct field investigation
- Public outreach
- Drainage system video assessment
- Hydraulic analysis
- Capital Improvement Program priority list
- Funded through the Stormwater Utility Fee

Master Plan Study Area



Results of the Master Plan

- A planning document that will provide a priority based list of projects to:
  - Improve public safety
  - Reduce the number of emergency responses
  - Increase storm drainage system reliability
  - Improve water quality

Request for Proposals Process

- City Staff prepared and advertised a Request for Proposals for the Master Plan
  - Four consultant proposals were received
  - Staff selected the most qualified consultant

Recommendation

- Recommend that Council authorize the City Manager to execute consultant contract with West Yost and Associates, Inc. in the amount of $841,622

Next Steps

- Records review
- Field investigation
- Complete Master Plan 2020

MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

FROM: Elizabeth Sparkman, Community Development Director

SUBJECT: Community Development Department Update

RECOMMENDATION

Receive the Community Development Department Annual Update.

RESULT OF RECOMMENDED ACTION

No action will be taken by the City Council. Staff will provide an overview on various projects in development throughout the city.

BACKGROUND

The presentation will include information on status of select specific plan projects, highlights of projects communing soon, projects under construction, production homes, and recently completed projects.

ATTACHMENT

1. PowerPoint Presentation

ATTACHMENT 1

Community Development

July 31, 2018

Building & Safety Division

Planning Division

Housing Division

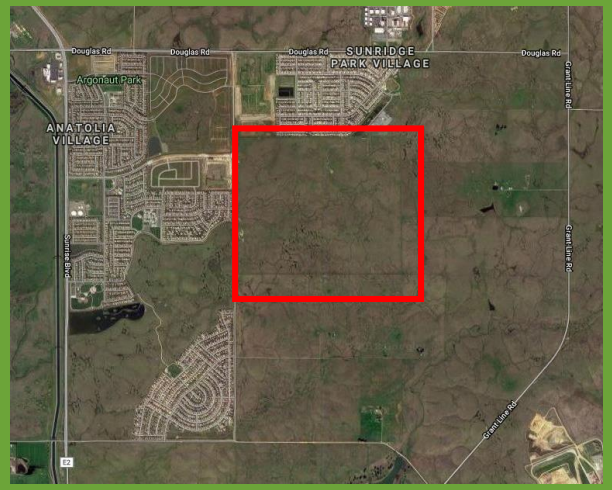
AGENDA ITEM 12.2

Specific Plan Development

The Ranch

Special Planning Area

Preparing EIR, Tentative Map submitted



THE RANCH
Special Planning Area Handbook

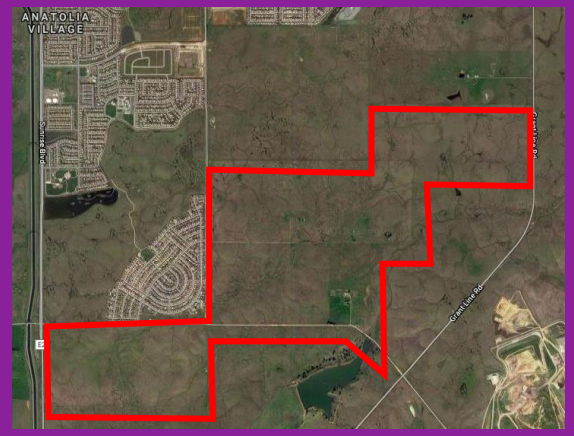
Suncreek Specific Plan

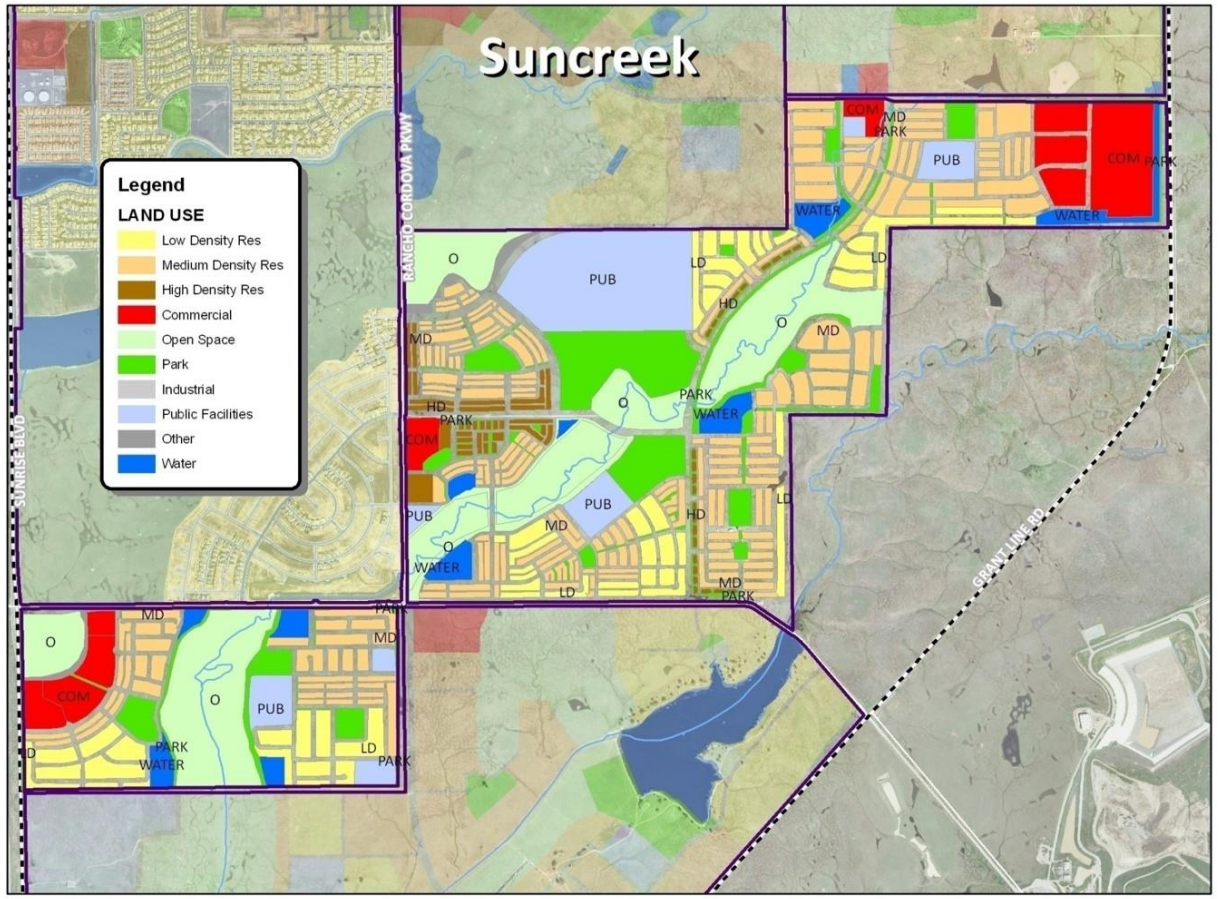
Implementation 2018

Update Specific Plan

Nexus Study, Fee Program

Tentative Maps



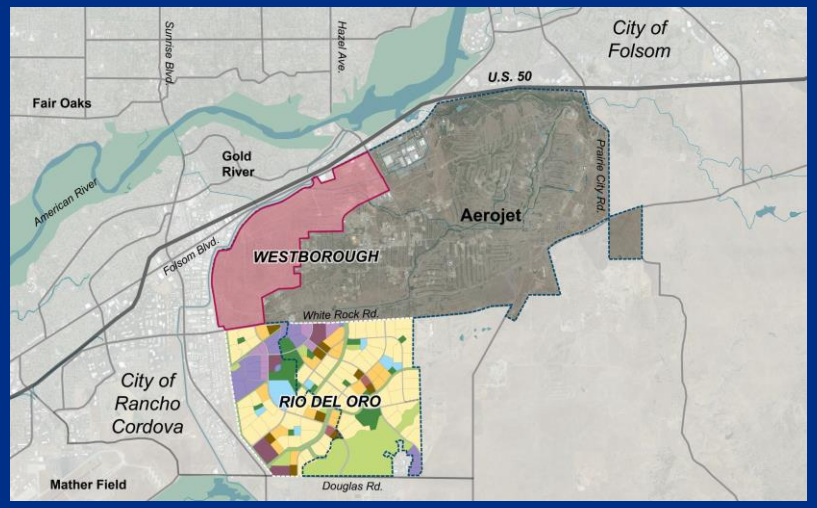


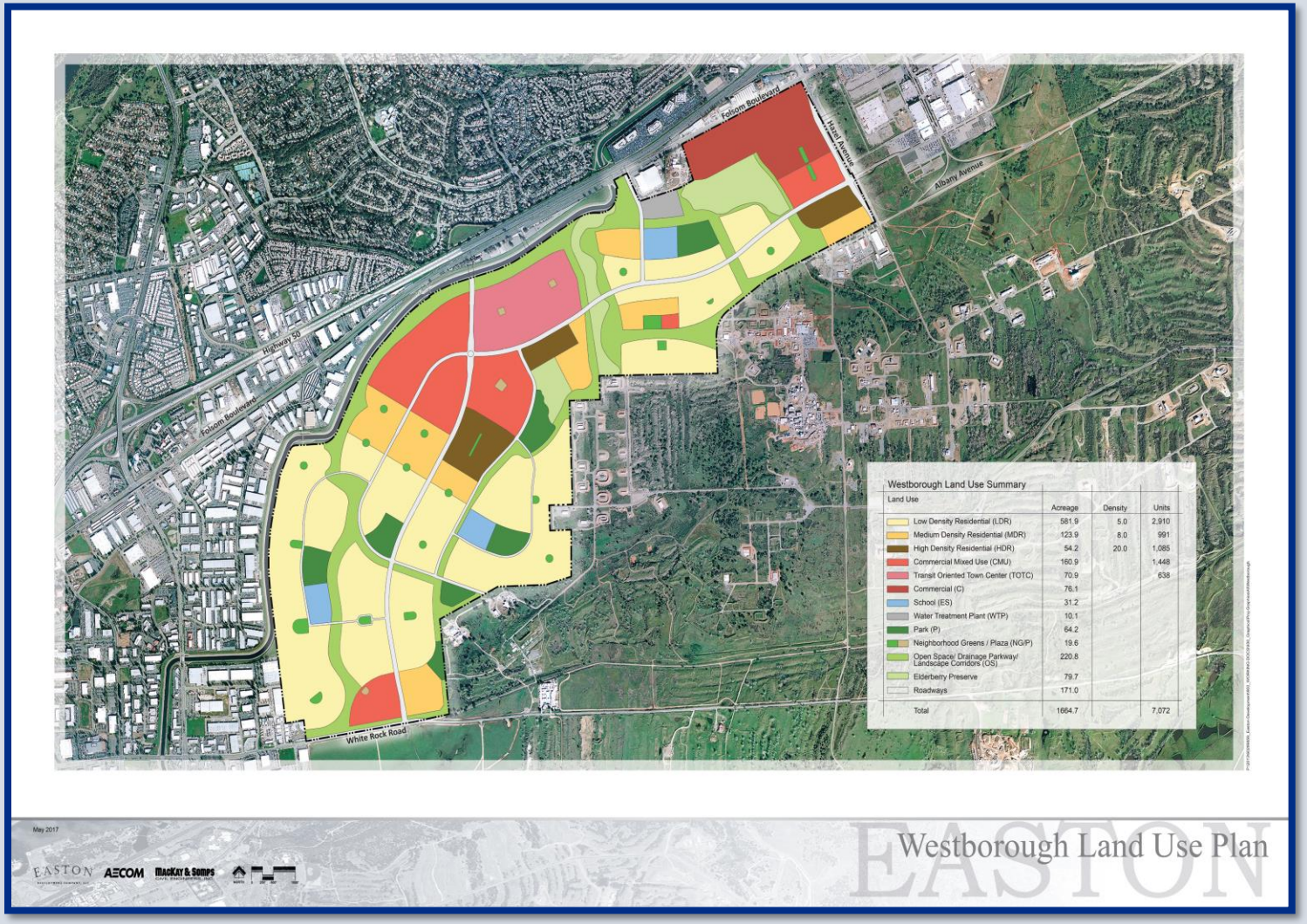
Westborough Specific Plan

1,665 Acres

Pending SOI Application

About 7,000 units



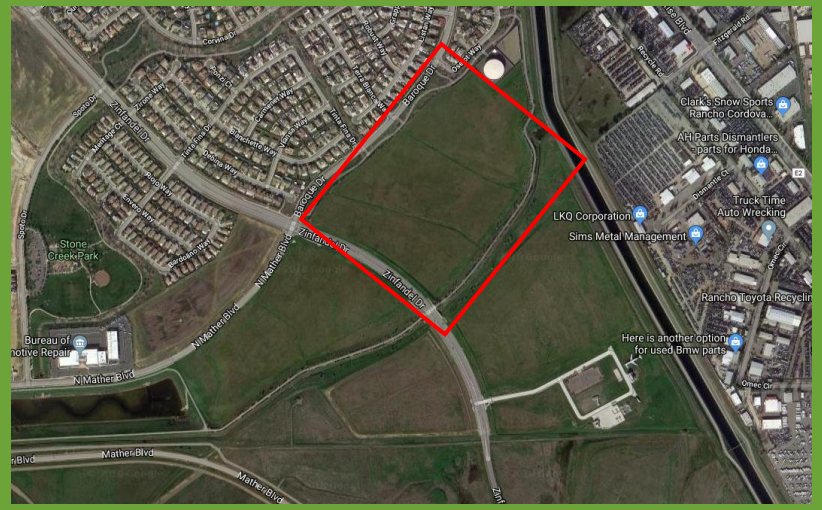


Coming Soon

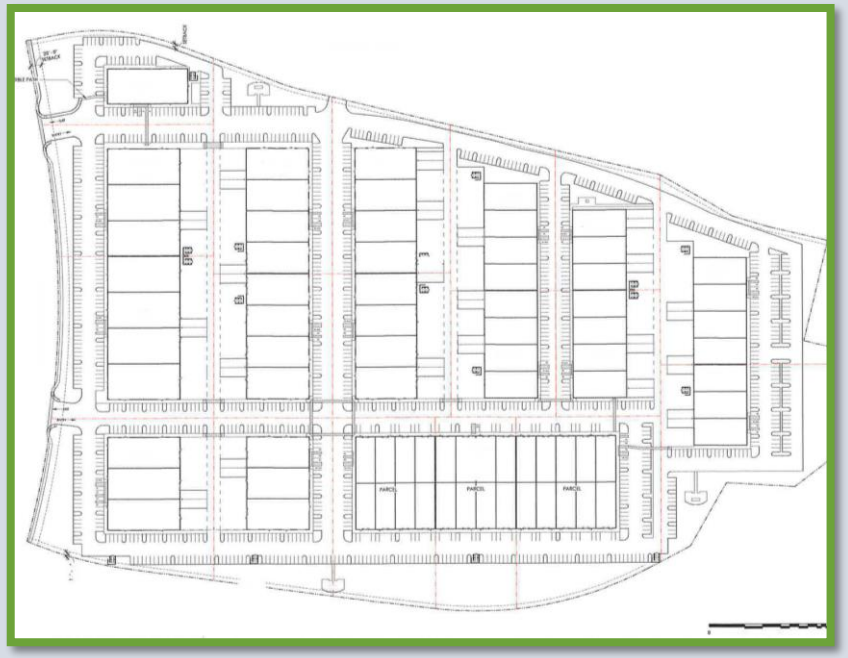
Stonecreek Industrial Center

TSM and Design Review of 603,300 sf light industrial space at Zinfandel/Baroque

Status: Application submitted



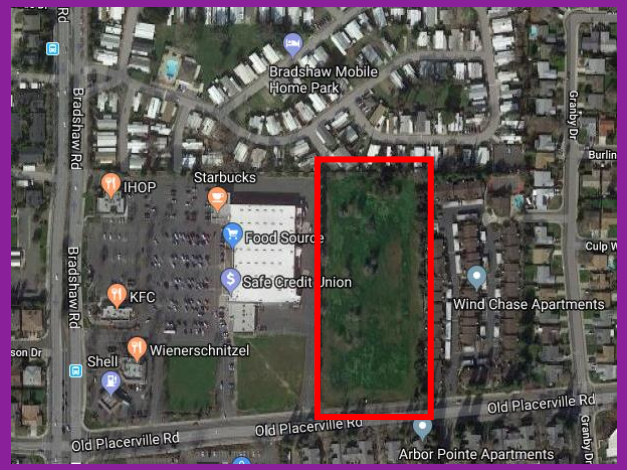
ATTACHMENT 1



Bradshaw Village

TSM, Design Review, Development Agreement and Zoning Text Amendment for the development of 55 Single family homes located on Old Placerville Road near Bradshaw Road

Status: Application submitted



Towne Place Suites

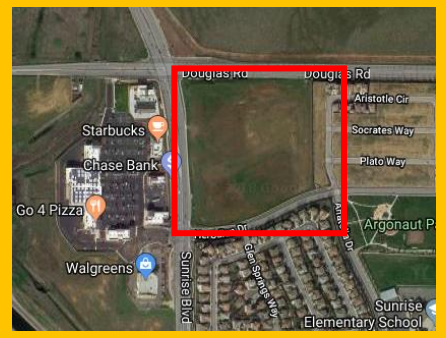
Design Review for the development of a 4 Story Hotel with 118 Rooms at 11212 Point East Drive

Status: Application submitted

Anatolia Retail Center

New commercial shopping center with 5 new commercial pads and space for 2 future commercial pads located at the southeast corner of Sunrise Blvd and Douglas Rd.

Status: Improvement Plans Submitted

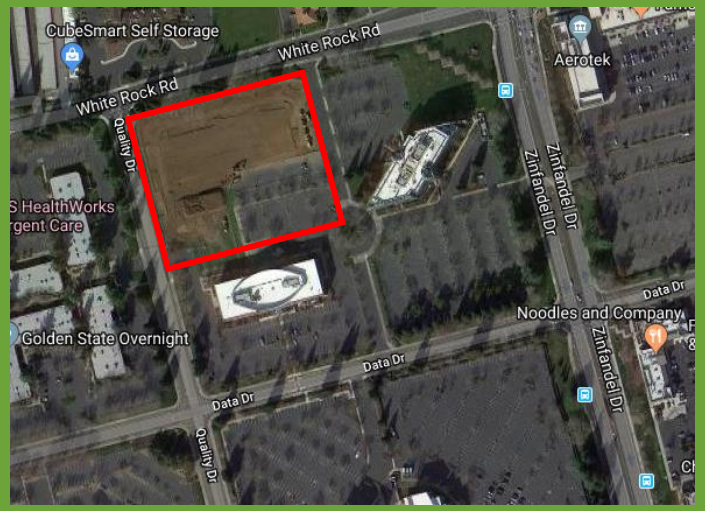


Projects Under Construction

Homewood Suites

4-story extended stay hotel with 105 rooms located at the southeast corner of White Rock Rd and Quality Dr.

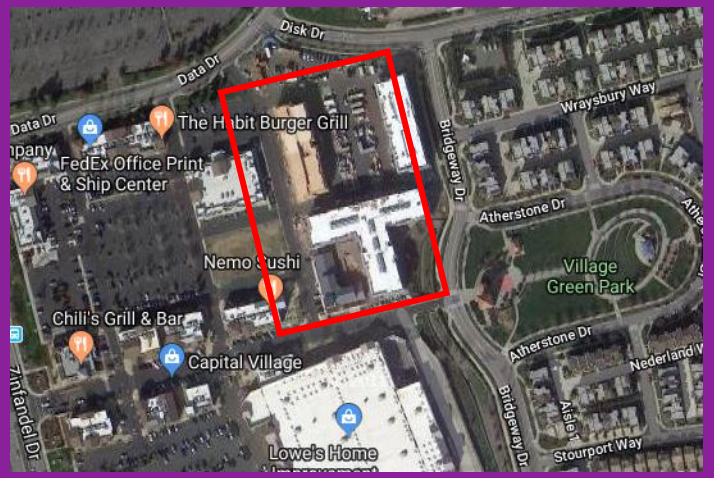
Status: Under Construction



BDX Apartments

4-5 story market rate 199-unit apartment complex located at the southwest of the intersection of Bridgeway Dr and Disk Dr.

Status: Under Construction



Mather Veterans Village Phase 3

50 Multi-Family Units for Homeless and Disabled Veterans

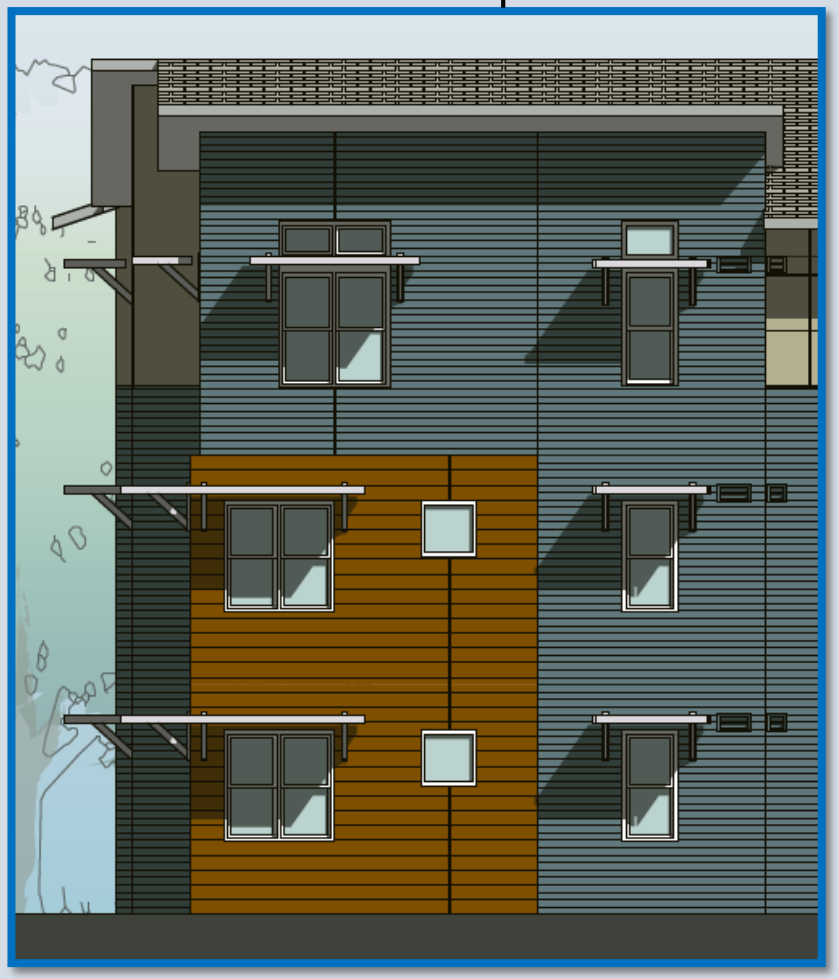
Bleckely Street, South of VA Hospital

Status: Under Construction

Expected Completion: June, 2019

Currently

When Completed



Mather Veterans Village Phase II

48 Unit Transitional Housing for Homeless and Disabled Veterans

Schirra Avenue, South of VA Hospital

Status: Under Construction

Expected Completion: August, 2019

Currently

When Completed

Ciara at Anatolia

Residential subdivision with 139 single-family homes that range from 1,662 sq. ft. to 3,033 sq. ft. located at the southwest corner of Chrysanthy Rd and Rancho Cordova Pkwy.

Status: Under Construction

Veranda

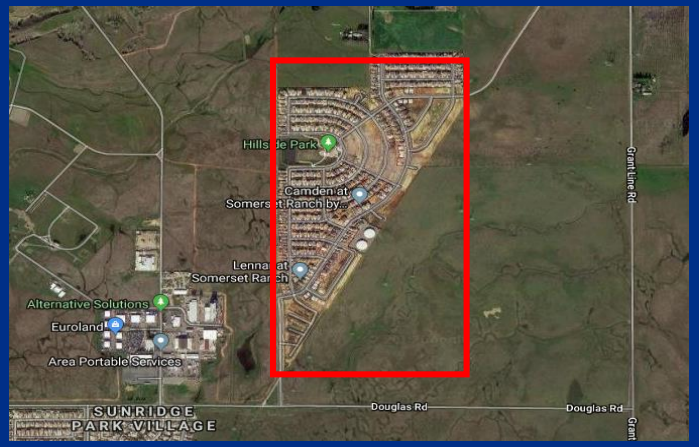
Residential subdivision with 163 single-family homes that range from 1,542 sq. ft. to 1,938 sq. ft. located on Spoto Dr. directly across from Stone Creek Park.

Status: Under Construction

North Douglas

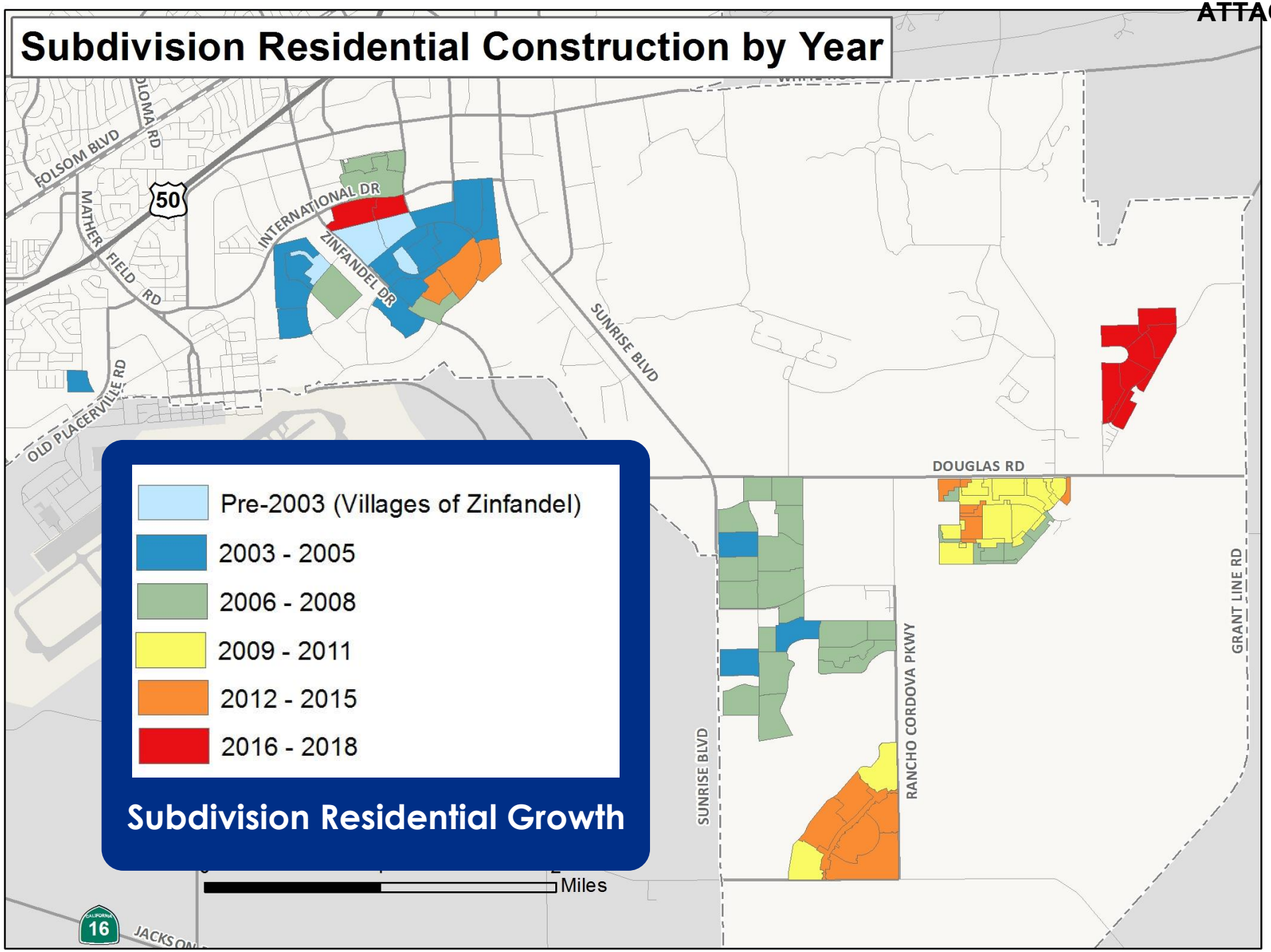
Residential subdivision with 666 single-family homes being built by Lennar Homes and Woodside Homes located off Americanos Blvd and Douglas Rd, approximately 400 ft north of Douglas Rd.

Status: Under Construction



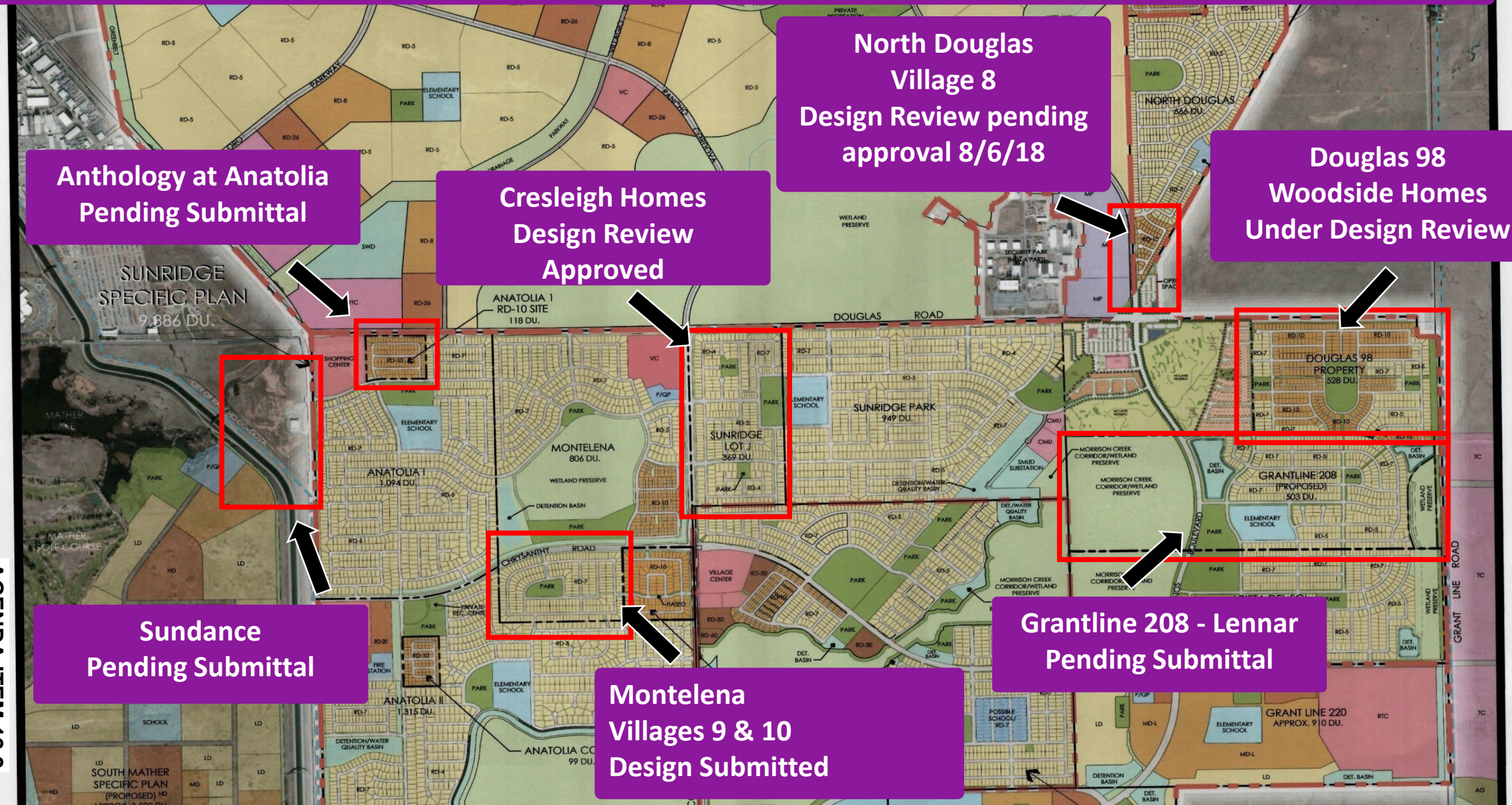
Production Home Summaries

Hor


Subdivision Residential Construction by Year
FOLSOM BLVD
DLOMA RD
50
MATHER FIELD RD
INTERNATIONAL DR
ZINFANDEL DR
SUNRISE BLVD
OLD PLACERVILLE RD
DOUGLAS RD
GRANT LINE RD
RANCHO CORDOVA PKWY
SUNRISE BLVD
Pre-2003 (Villages of Zinfandel)
2003 - 2005
2006 - 2008
2009 - 2011
2012 - 2015
2016 - 2018
Subdivision Residential Growth
Miles
16
JACKSON

Future Residential Construction: 2018-2019

ATTACHMENT 1



AGENDA ITEM 12.2

Completed Projects

Sunridge Plaza

Shopping center with a 40,000 sq. ft. major anchor, 2 inline tenant buildings, 4 commercial pad buildings, and a gas station with convenience store and car wash.

Status: Completed

Kilgore Soccer

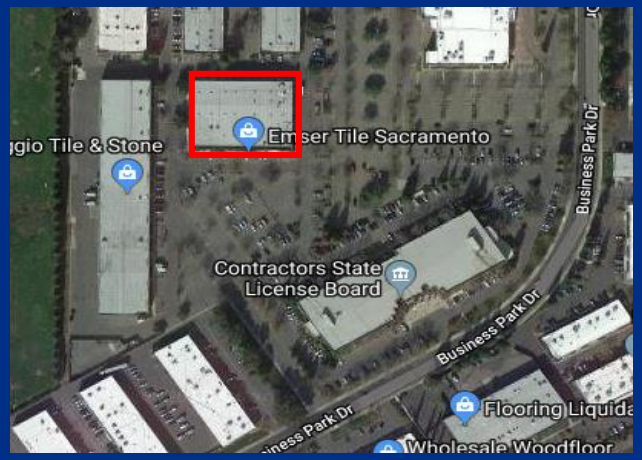
Soccer complex that consists of four soccer fields, including 2 full-size, 1 junior-size, and 1 tot-size soccer field located near the southeast corner of White Rock Rd and Kilgore Rd.

Status: Completed

JJ Pfister Distillery

A liquor distillery with 13,721 sq. ft.

Status: Completed



Red Tail Technologies

A internet and software technology company with 28,228 sq. ft.

Status: Completed

Thank You

MEMORANDUM

DATE: August 20, 2018

TO: Honorable Mayor and Council Members

FROM: Curt Haven, Economic Development Director

SUBJECT: Economic Development Department Update

RECOMMENDATION

Receive an update from the Economic Development Department. City staff will be prepared to answer questions from the City Council.

RESULT OF RECOMMENDED ACTION

If directed to do so by City Council, City staff will return with additional information or discussion items at a future Council meeting.

BACKGROUND

In the fall 2016, City Staff presented Council with a five-year Strategy Plan. The Plan was crafted around a year of data collection in the form of one-on-one interviews, focus groups, and industry data collection. The goal was to have a deep understanding of existing industry and develop a strategy from the data. We found that the City's strongest industries coincide with the attraction targets of the Greater Sacramento Economic Council and with the Next Economy's key industries.

The Strategy is designed as a working five-year plan, with an understanding that it may be modified and updated as needed. The Strategy is designed to be broad enough to capture a changing business market and capture reportable benchmarks.

The Strategy is laid out by the primary functions of the Department. There are four main functions: business attraction, business retention and expansion, network-building, marketing and visibility, and areas of collaborations. Each function area includes the day-to-day work, tools that are utilized, along with focus areas, measures of success, and intended community results.

The feedback the Department received from Council was that while the Strategy Plan was broad and all encompassing, Council would like to see a more tailored Implementation Plan with regular Council check-in and more opportunities for data sharing.

In August 2017, the Economic Development Department sought Council input regarding focus areas for an Implementation Plan. The Council feedback was to focus on companies scaling up, maintaining alignment with Greater Sacramento's targeted industries, support and grow back

office and financial operations, target healthcare, support an innovation center and identify and catalyze opportunity sites.

The presentation will focus on the work completed per the Council's direction.

FISCAL IMPACT

There is no fiscal impact at this time. Funds may be needed to complete more thorough analysis and will be allocated as needed.

ATTACHMENTS

1. PowerPoint Presentation

ATTACHMENT 1

Economic Development Strategy Update

August 20, 2018

a fresh take.
RANCHO CORDOVA
CALIFORNIA

AGENDA ITEM 12.3

Agenda

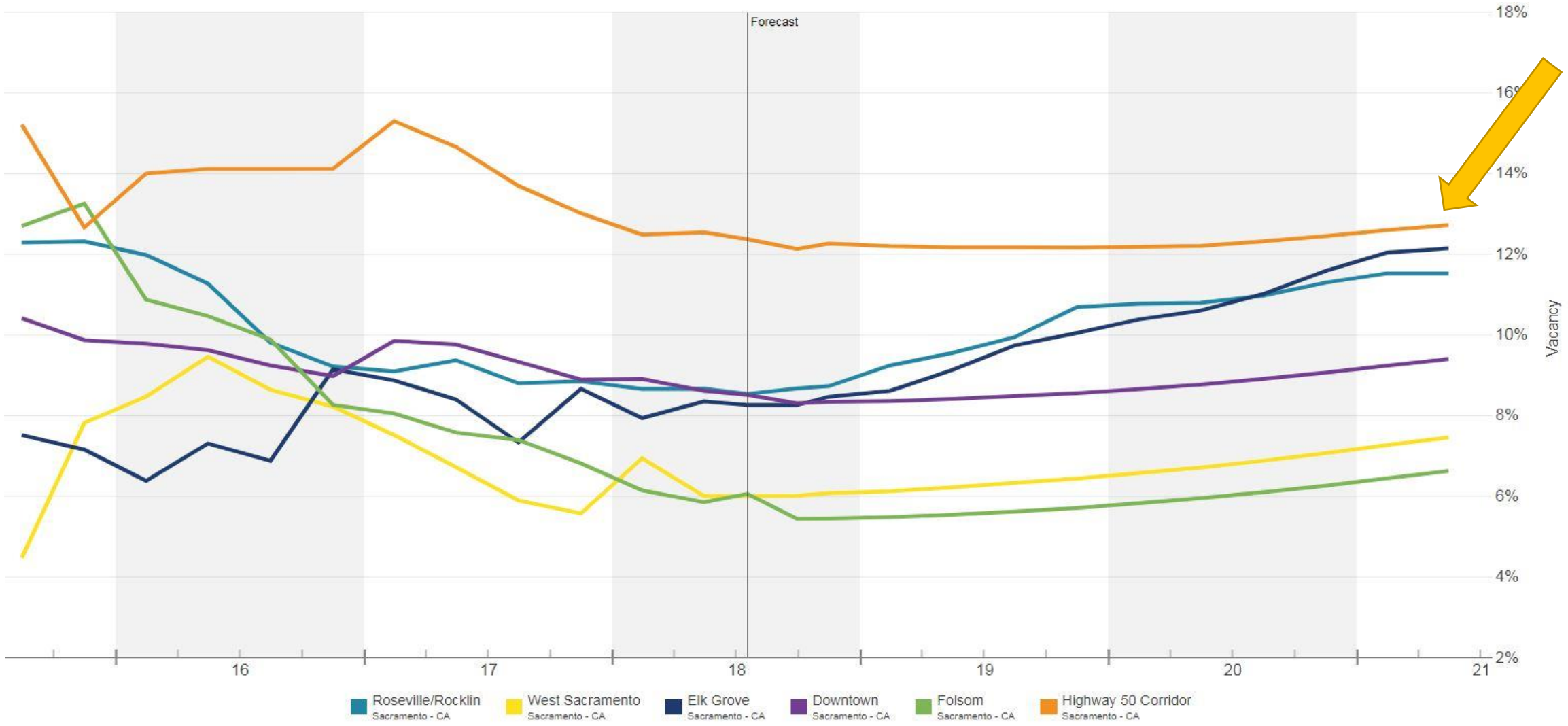
1. Market and Regional Update
2. Five Year Strategy Plan Goal Review
3. Action Plan Goal Review: Sept. ‘17-Aug. ‘18
4. Economic Development Top 10

Market Update

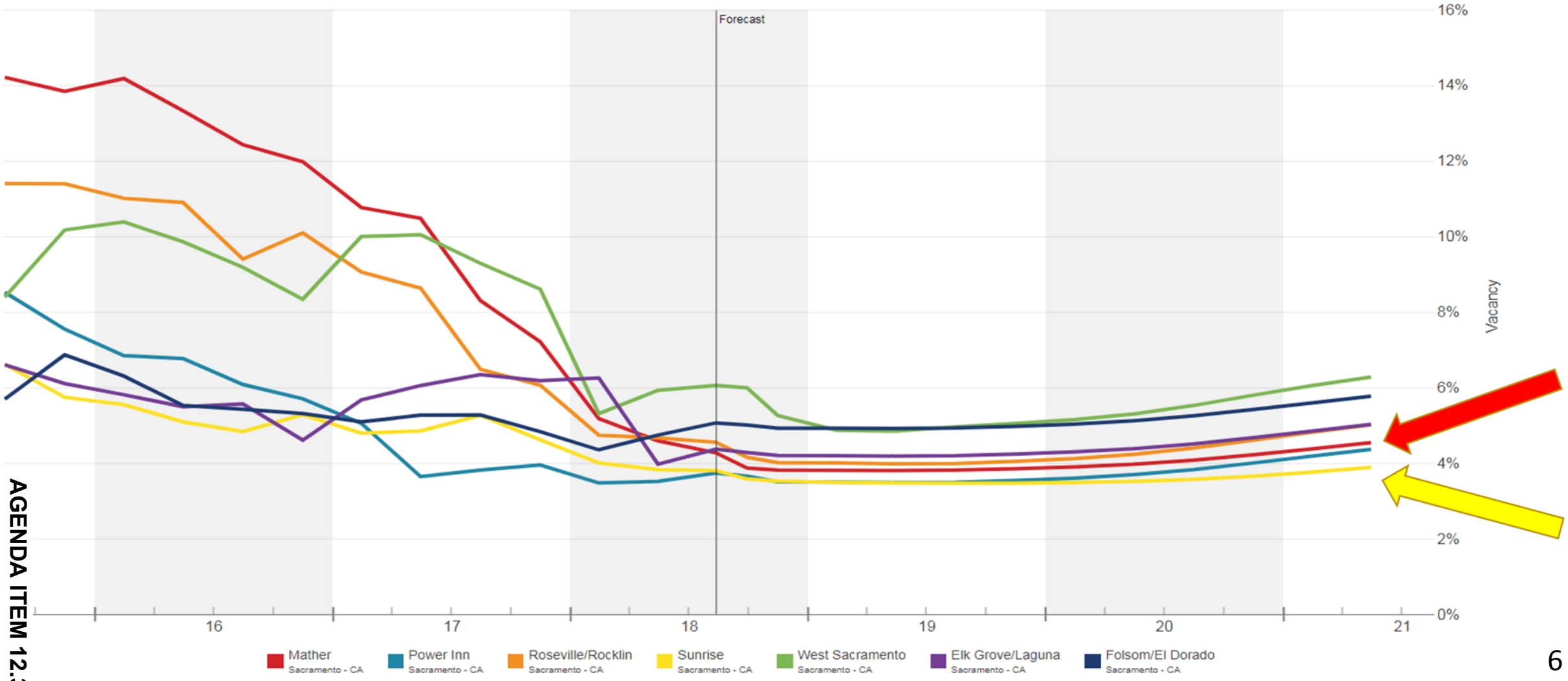
Businesses and Workforce

City	Total Workforce Count	Total Number of Businesses	Top 3 Industries
Rancho Cordova	63,173	3,385	1. Finance and Insurance 2. Government 3. Construction
Roseville	86,586	6,234	1. Health Care & Social Assistance 2. Retail Trade 3. Accommodation & Food Services
West Sacramento	32,324	1,839	1. Government 2. Transportation & Warehousing 3. Wholesale Trade
Elk Grove	62,317	3,498	1. Government 2. Retail Trade 3. Health Care & Social Assistance
Sacramento	416,363	32,189	1. Government 2. Health Care & Social Assistance 3. Retail Trade
Folsom	42,067	3,187	1. Government 2. Retail Trade 3. Professional, Scientific, & Technical Services
Lincoln	11,755	1,025	1. Government 2. Retail Trade 3. Construction
Sacramento County	717,068	41,718	1. Government 2. Health Care & Social Assistance 3. Retail Trade

Office Vacancy



Industrial Vacancy



Five Year Strategy Plan Goals

Business Attraction:

Encourage private business investment

Business Retention/ Expansion:

Provide small business retention/ expansion services

Network Building, Marketing and Visibility:

Generate pride, promotion, fun

Collaboration within City Services:

Streamline, advocate, encourage, support

Immediate Action Plan Goals

1. Catalyze 20 opportunity sites for possible development, public/private partnership, etc. (business attraction)

2. Revitalize office core areas with addition of amenities and services (business retention)

3. Identify top three industry segments for proactive recruitment (business attraction)

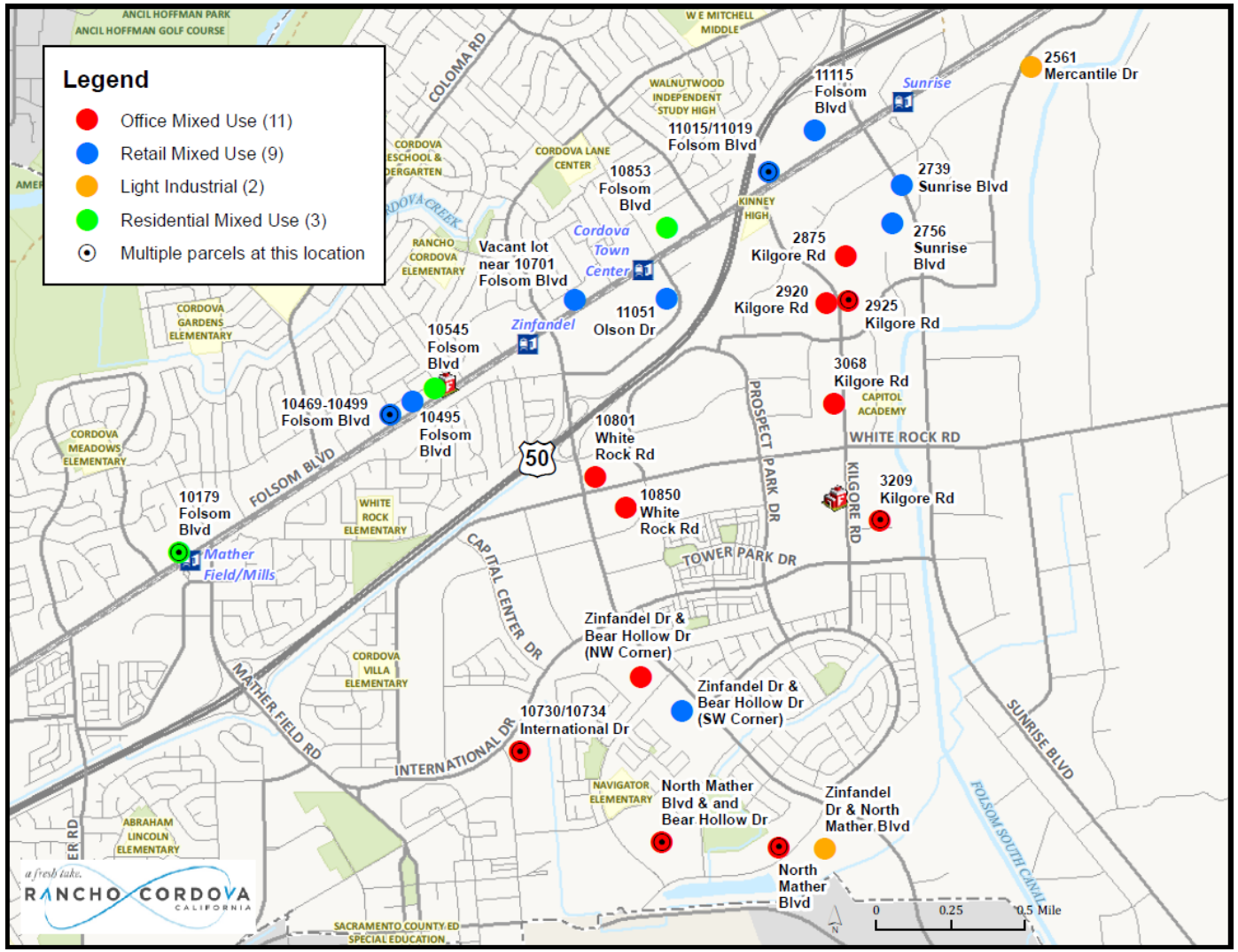
1. Activity Generation on Key Opportunity Sites

2 Properties Purchased by City

2 Properties in Proposal Stage

3 Properties in development discussion

2 Properties with new projects



2. Revitalize Office Core Areas

2

Office park amenity enhancement projects started

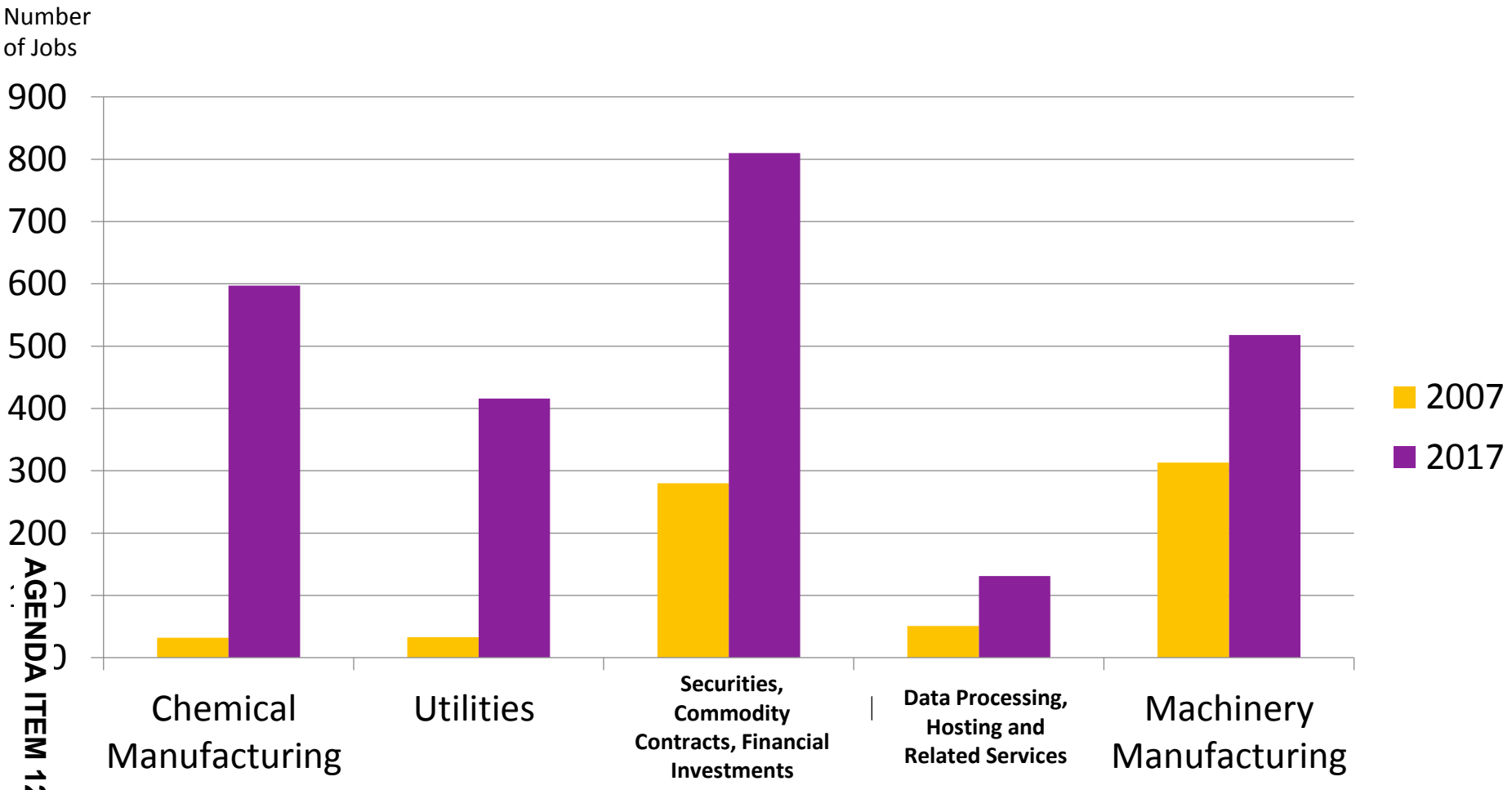
4

New retail amenities/ services recruited

1

Marketing campaign created to promote office renovation

3. Identify target industry segments for recruitment



Top Five Growth Industries in Rancho Cordova

Source: EMSI 2018.3 Industry and Occupation Report

Ongoing: Business Retention Program Results Sept 17- Aug 18

94 Business Retention Visits completed

4 New expansion projects uncovered and supported

7 Business Events held

HIGHLIGHT PROJECTS

Superior Vision Services

- Biz Journal: Vision Insurance Firm leasing 30,000 sf in Rancho Cordova

Maximus

- From White Rock to Olson
- Increased footprint by 20,000 sf

Back to the 80s Café and More

- Café addition to popular store

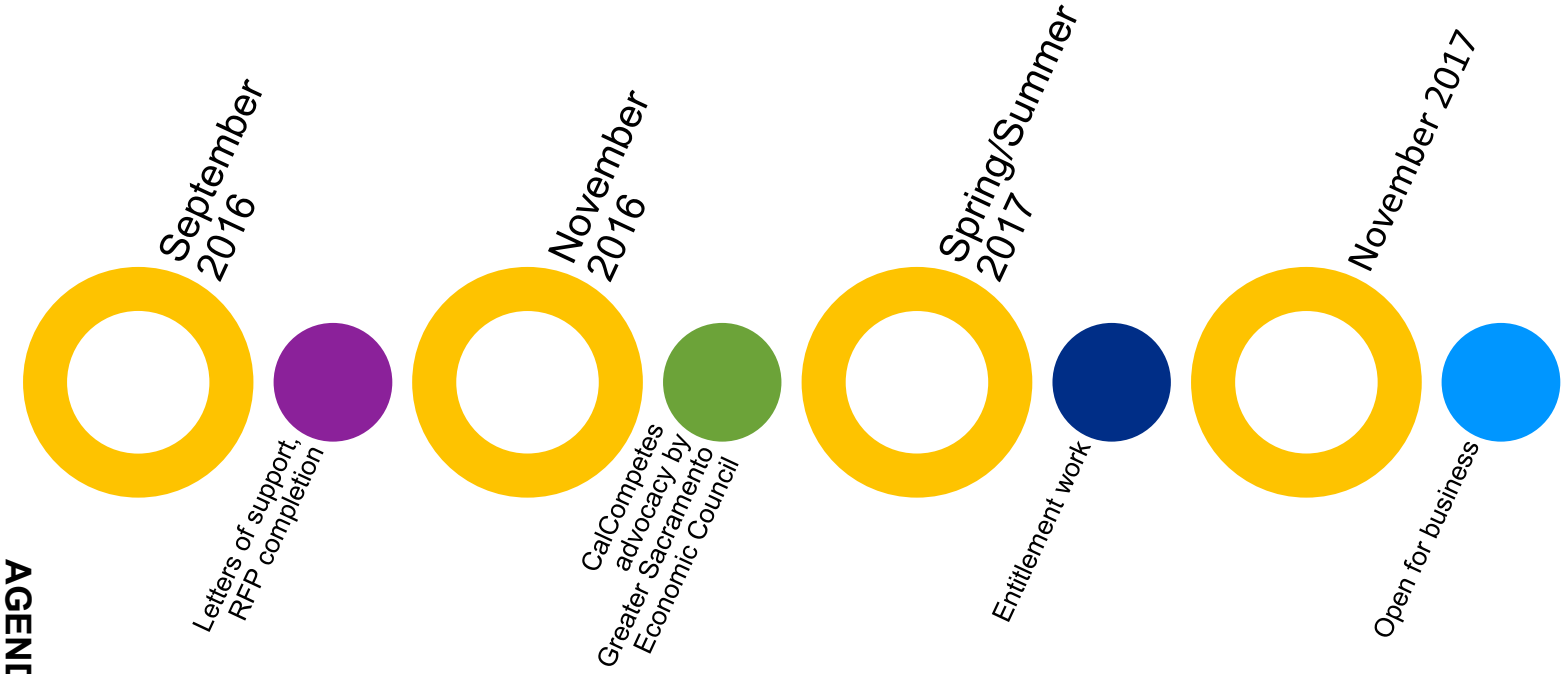
Magnolia Casino

- Retained amenity at risk of closure and revitalized historic location

Economic Development Top 10

a fresh take.
RANCHO CORDOVA
CALIFORNIA

1. New Top Employer



Total Economic Impact: $327,865,770

Total Jobs Created: 2,583

Total Income: $162,034,160

2. Hotels

TOWNEPLACE SUITES MARRIOTT

HOMEWOOD SUITES Hilton

+ Adds 223 rooms to current 16 hotel / 2,100 room market

+ Forecasted to generate $605,788 in Transient Occupancy Tax

+ Forecasted to generate $99,504 in TBID Tax

3. Commercial Façade Improvement Program

Nov. 2016: ED Strategy Plan approved including Façade initiative

Aug. 2017: Grant Program approved by City Council, including mini and matching grants

Dec. 2017: Application process designed and implemented

August 2018: two applications approved, three pending

4. PBID: Folsom Olson Zinfandel

Sep. 2017: City partnered with Civitas to explore PBID interest

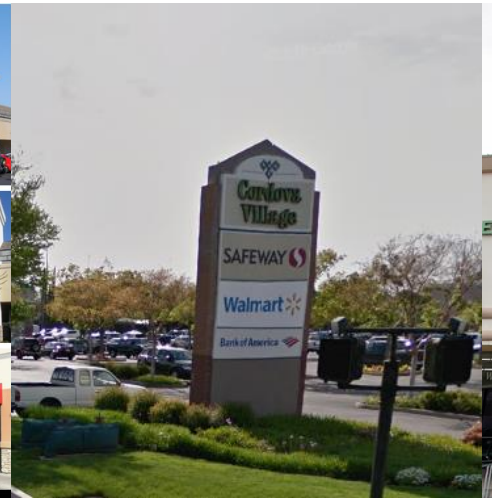
Oct. 2017: Outreach to property owners completed

Jan. 2018: PBID Formation Committee formed

May 2018: Not enough ballots received to take to vote

Aug. 2018: PBID steering committee meeting to gauge interest

Sept. 2018: Steering committee will complete outreach to increase voter participation



5. Rancho Cordova's first co-working space

Workflow Lounge opened October 2017

Monthly memberships grant access to office space, shared work space, conference rooms and more

Plans to add computer lab for small business and community workforce trainings

Offers SBDC workshops

6. Hacker Lab: Open August 2018

Hacker Lab

Aug. 2017

Feasibility study completed

Aug. 2017–May 2018

Project implementation

May 2018

Sites identified

Aug. 2018

Hacker Lap to open

Two sites to serve Rancho Cordova:

11275 Sunrise Gold Circle Unit A: Co-working and maker space	11275 Sunrise Gold Circle Unit J: Industrial maker space

7. Barrel District

Amended zoning to allow craft beverage manufacturing (Sep. 2016, May 2018) → Began exhibiting at annual California Craft Brew Summit

Created Barrel District → Executed place making initiative

Barrel District media strategy → Support creation of annual event: The Barrel District Experience

SACRAMENTO BUSINESS JOURNAL

PHOTOS: Check out Rancho Cordova's newest brewery

8. Communications Strategy Creation

- Economic Development Communications Strategy Plan
- Press Kits
- News Bureau
- Program Collateral
- Office Renovation Highlights

RANCHO CORDOVA:
DID YOU KNOW?

RANCHO CORDOVA IS MAKING WAY FOR TECHNOLOGY AND INNOVATION BY MAKING **ALL CITY SERVICES DOCUMENTS DIGITAL, CREATING EFFICIENCY AND CONVENIENCE** FOR CITY BUSINESSES AND RESIDENTS.

THERE ARE **21 POST-SECONDARY SCHOOLS IN RANCHO CORDOVA** INCLUDING NATIONAL UNIVERSITY, FOLSOM LAKE COLLEGE SATELLITE CAMPUS/RANCHO CORDOVA CENTER AND CHAMBERLIN COLLEGE OF NURSING.

RANCHO CORDOVA IS **HOME TO THE FIRST LEGAL DISTILLERY IN SACRAMENTO COUNTY SINCE PROHIBITION** – GOLD RIVER DISTILLERY.

RANCHO CORDOVA IS HOME TO A WORKFORCE OF MORE THAN **60,000,** THE **SECOND LARGEST EMPLOYMENT CENTER** IN THE SACRAMENTO REGION ACCORDING TO EMSI.

ACCORDING TO THE DEPARTMENT OF FINANCE, OUR POPULATION WAS **73,872** IN 2017, **THE FASTEST GROWING CITY IN SACRAMENTO COUNTY.**

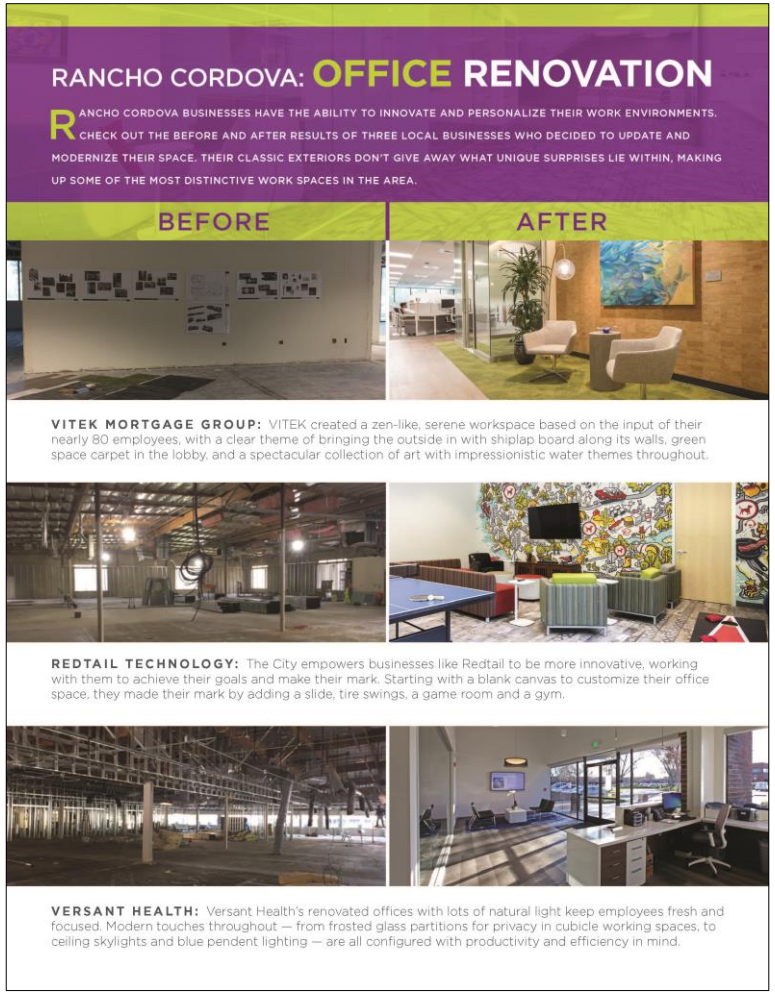
OUR BARREL DISTRICT IS **HOME TO 9 (AND COUNTING) BREWERIES, DISTILLERIES AND A MEADERY,** THE ONLY MEADERY IN SACRAMENTO COUNTY.

WE ARE HOME **TO FAMOUS BURGERS**, NAMED BY *NATIONAL GEOGRAPHIC TRAVEL* AS ONE OF THE **TOP 5 BURGERS IN AMERICA**.

ACCORDING TO EMSI, RANCHO CORDOVA IS THE **29TH MOST DIVERSE CITY IN THE NATION**.

WE HAVE **SIX MILES OF THE AMERICAN RIVER** IN RANCHO CORDOVA AND **THE ONLY WORKING URBAN FARM** IN THE REGION.

FOR PRESS INQUIRIES, CONTACT: Maria Kniestedt at mkniestedt@cityofranchocordova.org
FOR ECONOMIC DEVELOPMENT OPPORTUNITIES, CONTACT: Amanda Norton at anorton@cityofranchocordova.org



RANCHO CORDOVA: OFFICE RENOVATION

RANCHO CORDOVA BUSINESSES HAVE THE ABILITY TO INNOVATE AND PERSONALIZE THEIR WORK ENVIRONMENTS. CHECK OUT THE BEFORE AND AFTER RESULTS OF THREE LOCAL BUSINESSES WHO DECIDED TO UPDATE AND MODERNIZE THEIR SPACE. THEIR CLASSIC EXTERIORS DON'T GIVE AWAY WHAT UNIQUE SURPRISES LIE WITHIN, MAKING UP SOME OF THE MOST DISTINCTIVE WORK SPACES IN THE AREA.

BEFORE | AFTER

VITEK MORTGAGE GROUP: VITEK created a zen-like, serene workspace based on the input of their nearly 80 employees, with a clear theme of bringing the outside in with shiplap board along its walls, green space carpet in the lobby, and a spectacular collection of art with impressionistic water themes throughout.

REDTAIL TECHNOLOGY: The City empowers businesses like Redtail to be more innovative, working with them to achieve their goals and make their mark. Starting with a blank canvas to customize their office space, they made their mark by adding a slide, tire swings, a game room and a gym.

VERSANT HEALTH: Versant Health's renovated offices with lots of natural light keep employees fresh and focused. Modern touches throughout — from frosted glass partitions for privacy in cubicle working spaces, to ceiling skylights and blue pendent lighting — are all configured with productivity and efficiency in mind.

9. Integrated Development Services

New Business Checklist

Business Assistance Program

PASS Program

OPENING A BUSINESS IN RANCHO CORDOVA

Looking For A New Location?

Before you sign a lease or buy a building, ask yourself these questions:

- Are you building a new structure or using an existing structure?
- Is the space in an approved zone?
- What type of business occupied the space prior?
- Is the use changing from previous occupant?
- How is your business operated?
- What is the nature of your business?
- Is the proposed use of the space compliant with local/state/federal building codes?
- Will renovations be required? If so, what permits and fees will be triggered?
- Is there enough shared parking for your business and the businesses that are already in operation?
- Are there fire sprinklers? (not needed for certain operations)
- Is there access to Broadband, Water, Gas/Electric?
- How does the space support wastewater, emissions and hazardous waste disposal needs?
- Are you selling alcohol or tobacco?

WHAT NEXT?

Where should you set up shop? That all depends on your business type and needs. Every location has zoning laws defining where you can or can't legally operate a business. The Rancho Cordova Planning Division enforces these zoning regulations and reviews projects and proposals for compliance. Before signing a lease, it is important to verify your business can occupy the space.

STEP 1 Verify Zoning for Desired Location

- Provide project description to Planning Division to obtain approved zoning
- Depending on use and zoning, a special use permit could be needed
- Request a fee quote

- ❑ Temporary Use Permit
- ❑ Administrative Use Permit
- ❑ Conditional Use Permit
- ❑ Although your potential business may be zoned properly, the use of the building may be different from the previous tenant. Check to see if it is considered a change of use and what requirements may be.

Email a fee quote request with the following information:

- ❑ Address
- ❑ Square Feet
- ❑ Project valuation
- ❑ Type of use

WHAT NEXT?

Once you have found a space zoned for your business, but before you move in, you may need a building permit. During your project you will prepare the site for inspections and verify you meet building code and other requirements, such as ADA access.

How does it work?

In its essence, PASS is a training and document approval program, run by industry professionals, that instructs participating organizations on how to implement a defined system of document standards that make for relatively uniform building plan documents. Documents that utilize PASS standards are much easier to review and in turn, provide a rapid approval process.

In order to become PASS certified and eligible for expidited approval you must complete steps 1 and 2.

Step 1
Register and participate in the PASS training program. To receive a notification about the date of the next class email admin@theminerinstitute.com

Step 2
Graduate from the PASS training class and register as a PASS certified design, construction, or planning professional.

Step 3
Submit PASS compliant planning documents for review.

Step 4
Your PASS compliant documents will bypass the traditional intake examination and be reviewed by a PASS qualified plans examiner, allowing for expidited approval and an overall accelerated building completion.

Benefits of Streamlining with PASS

Civic Leaders achieve increased economic activity and community investment

The public is served by buildings that meet today's high level of performance and design standards in energy, sustainability, and aesthetics

Businesses get on with their business sooner and save time and money

Design Professionals and all those involved in the creation and support of the built environment work more efficiently

! If you are PASS certified and submit plans that do not conform to PASS standards, you will be flagged. Being flagged 3 times will get you removed from the PASS register and lose PASS privileges.

Who should take the class?

Broadly, anyone who can be the Professional of Record for a TI or New commercial or Multifamily building project can/should take the training program.

Architects, engineers, contractors and designers.

Plan review professionals from jurisdictions adopting or considering adopting PASS

Anyone seeking knowledge of Construction Documents and the Permit Process

Who is currently using PASS?

County jurisdictions of Sacramento, Stanislaus, El Dorado and Placer

City of Sacramento	City of Elk Grove	City of Rancho Cordova
City of Roseville	City of Galt	City of West Sacramento
City of Rocklin	City of Lincoln	City of Citrus Heights
City of Woodland	City of Davis	City of Oakdale

Additional jurisdictions are expected to adopt. In addition, a number of Plan Review consultancy firms use PASS, including Bureau Veritas, Interwest, and Four Leaf.

> "PASS is a collaborative process that increases the efficiency of the permit process, doesn't change any existing roles or responsibilities, will not increase risk or liability, and will save owners, contractors, developers, jurisdictions time and money."
>
> — Randy Goodwin CBO West Sacramento

BUSINESS ASSISTANCE PROGRAM

Did You Know?

The City of Rancho Cordova offers a Business Assistance Program designed to provide new and existing business owners with resources and beneficial information for opening a new business, or remodeling or expanding an existing business.

One Point of Contact
Businesses will have one point of contact at the City of Rancho Cordova to answer questions, monitor progress and act as a liaison between City departments and business owners.

Jump-start Meetings
Are you in pre-development mode? The City of Rancho Cordova can provide jumpstart meetings with our Planning and Building departments, as well as with other key City staff, that are designed to review your project and provide specific feedback.

Development Services Team Meeting
Further along with your project? The City of Rancho Cordova hosts a standing weekly meeting to provide a high-level project review with a representative from every department or partner agency that has oversight of a project. Representatives include Planning, Building, Public Works, Drainage, Sacramento Metropolitan Fire District, applicable water agencies, applicable utility agencies, Rancho Cordova Parks and Recreation, and others.

Property Information
Economic Development offers an online property resource that identifies available properties, land use and zoning information, as well as infrastructure information. Go to SelectRanchoCordova.org and click on "Tools & Resources."

Demographic Information
Economic Development offers a reporting database that contains demographic, drive time, and market information. Go to SelectRanchoCordova.org and click on "Tools & Resources."

Fee Deferral
To reduce upfront costs and encourage development, the City of Rancho Cordova allows for impact fee payment to be deferred until the development is ready for final inspection.

Contact
Looking for more information? Contact Meghan Huber, Economic Development Department: 916.851.8782 • mhuber@cityofranchocordova.org

a fresh take. RANCHO CORDOVA CALIFORNIA

The City of Rancho Cordova
916.851.8700
2729 Prospect Park Drive
Rancho Cordova, CA 95670
www.CityofRanchoCordova.org

10. Community Partners

Strengthened relationships with community partners

- Greater Sacramento Economic Council
- Small Business Development Center
- Rancho Cordova Chamber of Commerce
- Sacramento Metro Chamber of Commerce
- Valley Vision
- SCORE

Council Feedback Needed: Revolving Loan & Business Incentive Programs

Marketing:

- Network of over 100 Retail, Commercial & Industrial Brokers, management companies and property owners
- Partner organizations (Greater Sacramento Economic Council, SBDC)
- Events: SBDC events, funding seminars, etc.
- Website
- Direct marketing

Results:

(Sept 17-Aug 18)

- 17 leads
- 5 applications submitted
- 1 application approved

Barriers:

- Applicant's credit or inability to meet underwriting qualifications
- Interested businesses do not meet job or sales tax generation guideline requirements
- Prevailing Wage

Market & Regional Update
Economic Development Top 10
5 Year Strategy Review
Action Plan Goal Review
Feedback Questions