CONCURRENT MEETING
CITY COUNCIL/COMMUNITY REDEVELOPMENT AGENCY (CRA)/
RANCHO CORDOVA FINANCING CORPORATION (RCFC)

City Hall
David B. Roberts Council Chambers
2729 Prospect Park Drive, Rancho Cordova
and
****9 East Wilson Street, Madison, Wisconsin**

Monday, July 17, 2006

5:30 P.M. – Regular Meeting

AGENDA

REGULAR MEETING – CALL TO ORDER

Call to Order

Roll Call: Council Members Budge, Cooley, Skoglund, **Sander and Mayor McGarvey

Metro Cable TV Telecast Announcement

Pledge of Allegiance

Invocation

1. Pastor Jeff Koons, First Covenant Church, will give the invocation

Presentations

2. Proclamation for Gay Jones Retirement from Metro Fire.
3. Recognition of the Cordova Girls Softball League All Star Team.

*Time listed on the agenda is approximate and for convenience only
**Vice Mayor Sander will join the meeting via conference call from Wisconsin

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ORAL COMMUNICATIONS

4. **Public Comment**

Citizens wishing to address the Council for any matter on the Consent Calendar or not on the agenda may do so at this time by completing and submitting a (blue) 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.

Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item 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.

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

5. **Subject:** Trinity Garden Rezone, Tentative Subdivision Map, Residential Design Review and Development Agreement, RC-05-190.
Recommendation: Waive second readings and adopt Ordinance No. 44-2006, rezoning the Trinity Garden Estates Project and Ordinance No. 45-2006 approving the Development Agreement. **(Roll Call Vote)**
Result of Recommended Action: Adoption will approve entitlements to allow the applicant to obtain building permits to construct a 2.1-acre project with 20 single-family attached units as proposed on the northeast corner of Trinity River Drive and Coloma Road, subject to conditions of approval and the provisions of the Development Agreement.
Staff Report: Jeffrey Beiswenger, AICP, Planning Department
Advances Goals: 1, 6 and 7

6. **Subject:** Capital Village Special Planning Area Amendment, Tentative Parcel Map and Commercial Design Review, RC-05-193.
Recommendation: Waive second reading and adopt Ordinance No. 46-2006 adopting amendments to the Capital Village Special Planning Area (CVSPA). **(Roll Call Vote)**
Result of Recommended Action: Adoption will approve entitlements for a 307,424 s.f. commercial project on 27.4 acres. The amendments to the CVSPA increase allowable height, decrease minimum parking requirements and change the development standards within the Loft District. The Tentative Parcel Map creates a separate parcel for each building. The preliminary site plan and signs package are approved, subject to a subsequent design review process.
Staff Report: Jeffrey Beiswenger, AICP, Planning Department
Advances Goals: 1, 4 and 7

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7. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 27 (Arista del Sol Subdivision); RC-04-077.
   Recommendation: Adopt Resolution No. 127-2006.
   Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 27, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Arista del Sol Subdivision.
   Staff Report: Adam Lindgren, City Attorney's Office
   Advances Goals: 5 and 10

8. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 28 (Douglas 98 Subdivision); RC-03-025.
   Recommendation: Adopt Resolution No. 128-2006.
   Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 28, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Douglas 98 Subdivision.
   Staff Report: Adam Lindgren, City Attorney's Office
   Advances Goals: 5 and 10

9. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 29 (Douglas 103 Subdivision); RC-05-134.
   Recommendation: Adopt Resolution No. 129-2006.
   Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 29, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Douglas 103 Subdivision.
   Staff Report: Adam Lindgren, City Attorney's Office
   Advances Goals: 5 and 10

10. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 30 (Montelena Subdivision); RC-04-132.
    Recommendation: Adopt Resolution No. 130-2006.
    Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 30, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Montelena Subdivision.
    Staff Report: Adam Lindgren, City Attorney's Office
    Advances Goals: 5 and 10

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11. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 32 (Cresleigh Sunridge Subdivision); RC-03-027.
Recommendation: Adopt Resolution No. 132-2006.
Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 32, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Cresleigh Sunridge Subdivision.
Staff Report: Adam Lindgren, City Attorney's Office
Advances Goals: 5 and 10

12. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 33 (Sunridge Park – Phase Ii Subdivision, Villages 2B, 5C and 5D); RC-04-096.
Recommendation: Adopt Resolution No. 133-2006.
Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 33, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Sunridge Park – Phase II Subdivision, Villages 2B, 5C and 5D.
Staff Report: Adam Lindgren, City Attorney's Office
Advances Goals: 5 and 10

13. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 34 (Sunridge Park – Phase II Subdivision, Villages 1B, 4C, 4D, 8C and 11B); RC-04-096.
Recommendation: Adopt Resolution No. 134-2006.
Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 34, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Sunridge Park – Phase II Subdivision, Villages 1B, 4C, 4D, 8C and 11B.
Staff Report: Adam Lindgren, City Attorney's Office
Advances Goals: 5 and 10

14. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 35 (Sunridge Park – Phase II Subdivision, Villages 9B and 10B); RC-04-096.
Recommendation: Adopt Resolution No. 135-2006.
Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 35, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Sunridge Park – Phase II Subdivision, Villages 9B and 10B.
Staff Report: Adam Lindgren, City Attorney's Office
Advances Goals: 5 and 10

15. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 36 (Sunridge Park – Phase II Subdivision, Lots D, E, F, G and 11); RC-04-096.
Recommendation: Adopt Resolution No. 136-2006.
Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 36, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Sunridge Park – Phase II Subdivision, Lots D, E, F, G and 11.
Staff Report: Adam Lindgren, City Attorney's Office
Advances Goals: 5 and 10

16. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 31 (Anatolia IV Subdivision); RC-03-023.
Recommendation: Adopt Resolution No. 131-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 31.
Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 31. In order to go into effect, the special tax must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. The landowner intentionally did not return the circulated police tax ballot and therefore the tax in Zone 31 cannot go into effect.
Staff Report: Adam Lindgren, City Attorney's Office
Advances Goals: 5 and 10

17. **Subject:** Resolution Authorizing City Manager to Extend Contract of Sandy Salerno in Amount of $135,0000 for Consulting Services.
Recommendation: Adopt Resolution No. 139-2006.
Result of Recommended Action: The result of the proposed action will continue to provide management assistance in Finance, the City Manager's office and Redevelopment for a period of eleven (11) months beginning on August 1, 2006.
Staff Report: Bill Thomas, Finance Department
Advances Goal: 10

18. **Subject:** Resolution Authorizing City Manager to Execute Contract with Wood Rodgers in the Amount of $400,000 for Preliminary Engineering Design
Recommendation: Adopt Resolution No. 141-2006
Result of Recommended Action: Action will allow City Manager to execute a contract for consultant services with Wood Rodgers for preliminary engineering work for roadway improvements in the area south of Mather including Zinfandel Drive, Douglas Road, Eagles Nest and Excelsior Road and documentation support for the preparation of an Environmental Document for the roadway improvements. Funding for the preliminary engineering will be provided from the Transportation Impact Fees Fund.
Staff Report: Cyrus Abhar and Elizabeth Sparkman, Public Works Department
Advances Goal: 2

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19. **Subject:** Resolution Authorizing the City Manager and Public Works Director to Execute Letters Certifying that Rights-of-Way Have Been Acquired for Federally Funded Projects in Accordance with Federal Regulations.
Recommendation: Adopt Resolution No. 140-2006.
Result of Recommended Action: Approval would authorize the City Manager and Public Works Director to execute right-of-way certification documents on behalf of the City for the Folsom Boulevard Beatification Project, and future federally funded projects which may require new rights-of-way or easements within the City of Rancho Cordova.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 2, 3, 4 and 5

CONSENT PUBLIC HEARING ITEM

20. **Subject:** Resolution to Order Delinquent Refuse Service Charges be Collected on the Tax Roll.
Recommendation: It is recommended that the City Council:
(a) Adopt Resolution No. 137-2006 Ordering Delinquent Refuse Service Charges be Collected on the Tax Roll.
(b) Direct staff to file a copy of the Delinquent Service Charges Report with the County Assessor on or before the 25th day of August, 2006.
Result of Recommended Action: Adoption of this resolution will allow the City to record liens on delinquent residential solid waste accounts. The delinquent amounts will be placed on the property tax rolls by the County Assessor's Office, and collected in December and March. The recovered revenues will be split accordingly between Allied Waste and the City.
Staff Report: Cyrus Abhar and Kathy Garcia, Public Works Department
Advances Goal: 9

PUBLIC HEARING ITEMS

21. **Subject:** Resolution of Intent to Grant a Water Franchise to the Golden State Water Company and California American Water Company
Recommendation: Adopt Resolution No. 138-2006
Result of Recommended Action: Passage of this resolution will indicate the intention of the City to grant water franchises to the Golden State Water Company and California American Water Company for purposes of operating and maintaining water pipelines within the City's rights-of-way. The resolution will also set an additional public hearing date for consideration of the franchises.
Staff Report: Cyrus Abhar, Public Works Department and Joe Chapman, City Attorney's Office
Advances Goals: 7 and 10

22. **Subject:** The Preserve Special Planning Area Rezone, Tentative Subdivision Map and Development Agreement; RC-03-052. **(Continued from the July 5, 2006 Meeting)**
Recommendation: That Council:
(a) Adopt Resolution No. 105-2006 certifying the FEIR;
(b) Adopt Resolution No. 106-2006 approving an amendment to mitigation measures BR-2 and BR-4 (with further revisions as specified in mitigation measure MM 4.9.10 of the FEIR) in the Sunrise Douglas Community Plan;
(c) Waive first reading and introduce Ordinance No. 40-2006 approving the Special Planning Area Rezone; **(Roll Call Vote)**

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(d) Consider Resolution No. 108-2006 a Tentative Subdivision Map for the "Preserve at Sunridge", subject to the Conditions of Approval, Sections 1 and 2 and formal adoption at August 7, 2006 Regular City Council Meeting;
(e) Waive first reading and introduce Ordinance No. 41-2006 accepting the terms of the draft Development Agreement, as submitted. **(Roll Call Vote)**

Result of Recommended Action: Approval will allow the orderly development of a key parcel within the Sunridge area. This project will allow the extension of two major streets from the Anatolia's to connect Sunrise Blvd. to Grantline Road and Douglas Road to Kiefer Road. One of the major General Plan Land Use components will be implemented by this project that will provide a "Town Center" commercial node to support the new residential development
Staff Report: William Campbell, Planning Department
Advances Goals: 1, 2, 6 and 7

*7:30 P.M. - BREAK

REGULAR CALENDAR ITEMS

23. **Subject:** Urgency Ordinance Amending Title 6 of the Rancho Cordova Municipal Code, Adding Chapter 6.130 and Sections 6.130.010 to 6.130.069, Relating to the Protection of Children From Sexual Offenders. **(Continued from the July 5, 2006)**
Recommendation: Adopt Urgency Ordinance No. 47-2006. **(Roll Call Vote)**
Result of Recommended Action: Adoption of this Urgency Ordinance will protect children from contact and potential sexual assault by registered sex offenders.
Staff Report: Adam Lindgren, City Attorney's Office
Advances Goal: 5

24. **Subject:** Options and Strategies to Improve the Performance of the Residential Bulky Item Cleanup Program
Recommendation: Receive report regarding options and strategies to improve the performance of the residential Bulky Item Cleanup Program and provide direction to staff on the preferred option(s) for implementation.
Result of Recommended Action: The primary objectives of this report are to:
(a) Identify potential solutions and strategies to improve the performance of the existing "on-call" bulky item collection program; and
(b) Identify alternatives to the existing program.
Staff Report: Cyrus Abhar, Public Works Department
Advances Goals: 1, 3, 5, 7 and 9

25. **Subject:** Legislative Update on Assembly Bill 2987 Regarding Telecommunications
Recommendation: Review information and comment on AB 2987, directing staff on future legislative activities regarding the bill
Result of Recommended Action: As a result of Council comments on AB 2987, staff will be able to determine an appropriate course of action regarding support or opposition to the bill
Staff Report: Stephanie Snyder, City Manager's Office
Advances Goals: 3, 5, 7 and 10

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CORRESPONDENCE

COUNCIL REPORTS

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

CITY MANAGER'S REPORT

ADJOURNMENT

ADDITIONAL INFORMATION

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

CITYWIDE GOALS - (Adopted March 20, 2006)	
1.	Foster a Positive Image of Rancho Cordova
2.	Improve Transportation & Connectivity
3.	Ensure the Availability of the Best Public Services in the Region
4.	Establish a Vibrant Downtown
5.	Ensure a Safe Community
6.	Improve the Quality of Housing In Rancho Cordova
7.	Sustain a Livable Community
8.	Drive Diverse Economic Opportunities
9.	Foster Responsible Citizenship
10.	Practice Sound Fiscal Management
11.	Establish Logical (City) Boundaries
12.	Continue To Provide Regional Leadership

UPCOMING MEETINGS	
Wednesday, July 31, 2006	***5:30 p.m. – Work Session on Westborough Development Project and Sunrise Intersections for Anatolia Development***
Monday, August 7, 2006	***4:00 p.m. – Study Session on Rio del Oro*** ***5:30 p.m. – Regular Meeting***
Monday, August 21, 2006	***Regular Meeting To Be Cancelled***
Tuesday, September 5, 2006 ***Due to Labor Day Holiday***	***4:00 p.m. – Study Session on Folsom Blvd. Development ProForma*** ***5:30 p.m. – Regular Meeting***
Monday, September 18, 2006	***5:30 p.m. – Regular Meeting***
Tuesday, September 26, 2006	***5:30 p.m. – Work Session on Metropolitan Transportation Plan and Legislative Program***

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

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building Department	(916) 851-8760
Finance Department	(916) 851-8730
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Redevelopment & Economic Development Department	(916) 851-8780

The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems. Tune to Metro Cable Channel 14, for playback times. It will be webcast at www.sacmetrocable.tv. A VHS copy is also available for check out from any library branch. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14.

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) 942-0255 or lhare@cityofranchocordova.org at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Brenda Lehr, Deputy City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the July 17, 2006 Regular Meeting of the Rancho Cordova City Council/CRA/RCFC was posted and available for review on July 14, 2006 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 web site at www.cityofranchocordova.org.

Signed this 14th day of July 2006 at Rancho Cordova, California.

Brenda Lehr, Deputy City Clerk

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CITY OF RANCHO CORDOVA

ORDINANCE 44-2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA REZONING THE TRINITY GARDEN ESTATES PROJECT ON ASSESSOR PARCEL NUMBERS 056-0430-001

The City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Purpose and Authority

The purpose of this Ordinance is to rezone assessor parcel 056-0430-001 to be consistent with the General Plan designation of Moderate Density Residential (MDR).

Section 2: Findings

1. Finding: The Trinity Garden Mitigated Negative Declaration (MND) was prepared for the project in accordance with the California Environmental Quality Act (CEQA).

   Evidence: The MND addresses impacts of the Rezone on the property. On the basis of the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence the project will have a significant adverse impact on the environment.

2. Finding: The proposed Rezone (from Shopping Center (SC) to Residential Development, 15 units per acre (RD-15) has been reviewed for consistency with the goals and policies of the General Plan.

   Evidence: The Rezone has been determined to be consistent with the General Plan designation of Moderate Density Residential (MDR) for the parcel. The Rezone facilitates the General Plan goal of facilitating infill development. The project will provide a development density that will facilitate pedestrian activity and provide a needed housing type for the community.

Section 3: Action

The City Council hereby amends the Zoning of the City of Rancho Cordova for Assessor's Parcel Number 056-0430-001 as shown on the attached Exhibit A.

Section 4: No Mandatory Duty of Care

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5: Severability

If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

AGENDA ITEM # 5

Section 6: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within 15 days after its passage, a summary of the ordinance may be published at least five days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 17th day of July, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

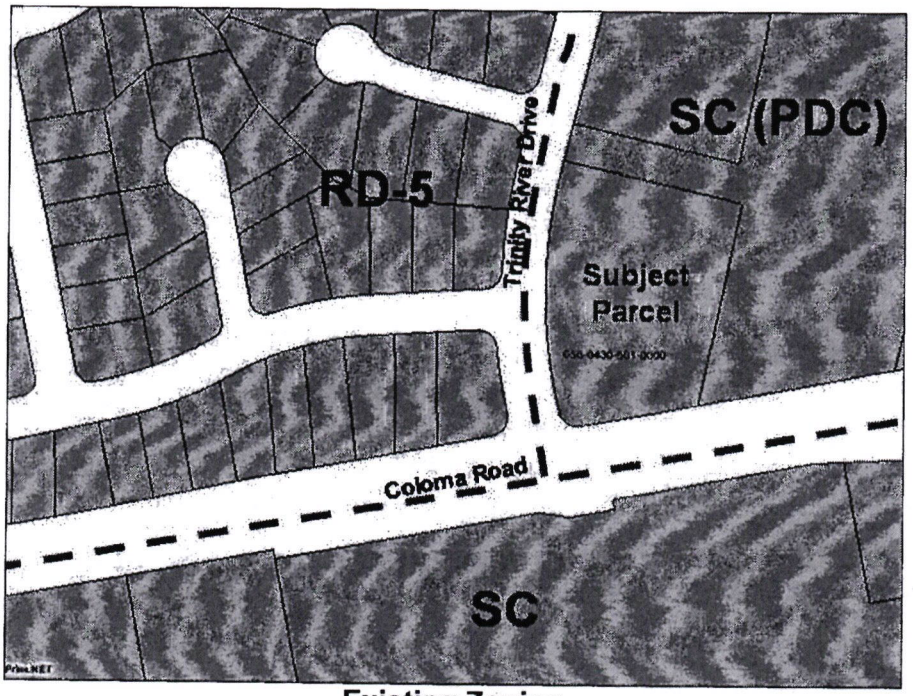
Robert J. McGarvey, Mayor

ATTEST:

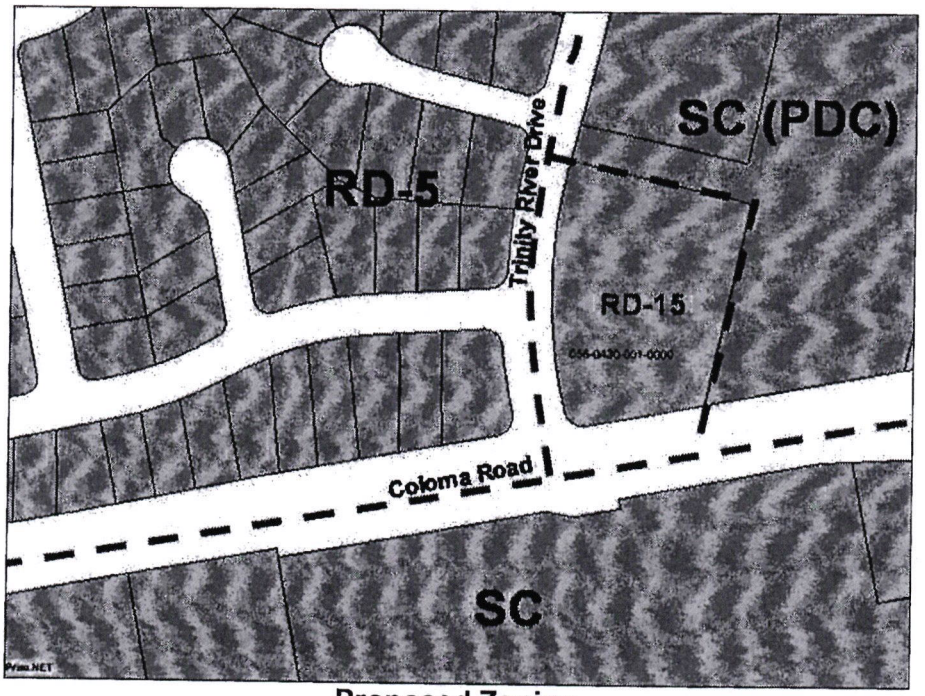
_____

Lillian E. Hare, City Clerk

EXHIBIT A



Existing Zoning



Proposed Zoning

CITY OF RANCHO CORDOVA

ORDINANCE NO. 45-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE DEVELOPMENT AGREEMENT FOR RC-05-190 FOR TRINITY GARDEN ESTATES

The City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Recitals

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

B. The proposed Trinity Garden Estates Project (RC-05-190) is located on the northeast corner of Trinity River Drive and Coloma Road, and is designated as Moderate Density Residential by the General Plan.

C. Joseph Martel, M.D. ("Applicant") has filed an application requesting approval of a Development Agreement for the Project.

D. A Development Agreement between the City of Rancho Cordova and the Applicant ("Development Agreement") has been presented to the City Council, a copy of which is attached hereto as Exhibit A.

E. On June 8, 2006, the Planning Commission, as the planning agency for purposes of development agreement review, held a properly noticed public hearing pursuant to Government Code Section 65867 and recommended that the City Council approve the Development Agreement.

F. On July 5, 2006, the City Council, as the legislative body for purposes of development agreement approval, held a properly noticed public hearing pursuant to Government Code Section 65867 and considered all comments received in writing and all testimony received at the public hearing.

G. The City prepared a Mitigated Negative Declaration (May 2006) to satisfy the requirements of the California Environmental Quality Act (CEQA) for the Trinity Gardens Estate project.

Section 2: Findings and Determinations

Therefore, on the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the City of Rancho Cordova's General Plan, the City's Environmental Impact Report and on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, in that (a) the land use

designation for the Project site is Moderate Density Residential, the proposed project would create twenty (20) attached single family lots and one common lot, (b) the project is consistent with the fiscal policies and the provisions for infrastructure and public services of the General Plan, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the General Plan.

B. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located in that the project approvals include the Rezoning of the Property as adopted by the City on July 17, 2006 by City Ordinance 44-2006.

C. The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Project will implement land use guidelines set forth in the General Plan, which have planned for residential uses at this location.

D. The Development Agreement will not be detrimental to the health, safety and general welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole. The project will proceed in accordance with all the programs and policies of the General Plan. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan.

F. The Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5 in that it includes all the substantive elements and has been processed consistently with all the procedural requirements of Government Code Sections 65864 through 65869.5.

Section 3: Approval

The City Council hereby approves the Development Agreement (Exhibit A) and authorizes the City Manager to sign it after the effective date of the amendment in Section 4, below.

Section 4: Amendment of the Zoning Code

Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, "Comprehensive Zoning Plans," is hereby amended by adding the following section:

"101-821. Development Agreement for Trinity Garden Estates"

Pursuant to Government Code section 57376, the City Council hereby declares its intention that Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, as amended, shall supersede Title I, Chapter 1, Article 4 of the Sacramento County Zoning Code

Section 5: Recordation

Within ten (10) days after the effective date of the Development Agreement, the City Clerk shall submit the executed Agreement to the County Recorder for recordation.

Section 6: Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 17th day of July 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Exhibit A

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF RANCHO CORDOVA

AND

JOSEPH MARTEL, M.D., AS LANDOWNER

RELATIVE TO TRINITY GARDENS ESTATE

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DEVELOPMENT AGREEMENT
RELATIVE TO TRINITY GARDENS ESTATE

This Development Agreement is entered into as of this _____, 2006, by and between City OF RANCHO CORDOVA, a municipal corporation ("City"), and JOSEPH MARTEL, M.D., ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. **Authorization**. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. **Property**. Landowner holds a legal or equitable interest in certain real property located in City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A and Exhibit B attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project.** Landowner has obtained various approvals from City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a project known as Trinity Gardens Estate (the "Project") to be located on the Property.

4. **Public Hearing**. On_____, 2006, the Planning Commission of City of Rancho Cordova, serving as City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to City Council.

5. **Environmental Review**. On_____, 2006, City Council certified as adequate and complete, the Mitigated Negative Declaration ("MND") for the Project. Mitigation measures were required in the MND and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by City Council concurrently with this Agreement.

6. **Project Approvals**. The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement.

6.1. The MND. The Mitigation Measures in both the MND are incorporated into the Project and into the terms and conditions of this Agreement.

6.2. The Rezoning of the Property, approved by City on_____, 2006, by City Ordinance No. -2006;

6.3. The Tentative Subdivision Map for the Project (attached hereto as Exhibit C approved by City on _____, 2006, by City Resolution No. __-2006;

6.4. This Development Agreement, as adopted by City Ordinance No. ___-2006 (the "Adopting Ordinance"), on_____, 2006.

7. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7.

8. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

9. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Ordinance of City of Rancho Cordova, as set forth in City Municipal Code.

10. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. ___-2006, City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan and specific plan consistency.

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

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. Description of Property. The property, which is the subject of this Development Agreement, is described in Exhibit A and depicted in Exhibit B attached hereto ("Property").

3. Interest of Landowner. The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that

Landowner is not an agent of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint venturers or partners.

5. Effective Date and Term.

5.1. Effective Date. The effective date of this Agreement ("Effective Date") is _____, 2006, which is the effective date of City Ordinance No.__-2006, adopting this Agreement.

5.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of seven (7) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

5.3. Automatic Termination Upon Completion and Sale of Residential Lot. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

6. Use of Property.

6.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, as long as Landowner is not in default under this Agreement.

6.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit C and Exhibit D.

6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals; provided however, Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

6.4. Additional Conditions.

6.4.1. New Park Development Obligation. Landowner shall pay development impact fees to mitigate the costs of designing, constructing and installing park improvements based on a 5.25 acre per one thousand (1,000) population standard. These development impact fees shall be in the amount of eleven thousand and twenty-seven dollars ($11,027) per single-family residential parcel or residential parcel equivalent which shall be adjusted on an annual basis beginning on March 1st 2007, by the higher of either: (a) the method described in City Ordinance No. 24-2004, relating to the establishment of development impact fees within the Sunrise Douglas Community Plan which provides for an annual program fee adjustment, (b) the method provided in any subsequent revisions of City Ordinance No. 24-2004, or (c) four (4%) percent. The development impact fee of eleven thousand and twenty-seven dollars ($11,027) shall not include the costs of park street frontage improvements. Landowner shall be obligated to provide park land in-lieu fees to the Cordova Recreation and Park District to satisfy a total park land obligation of 0.29 acres (calculated as five (5) acres of park land per 1,000 residents), and community facility in-lieu fees to the City to satisfy a total community facility obligation of 0.02 acres (calculated as 0.25 acres of community facilities per 1,000 residents).

The calculation of fees in-lieu of dedication shall be based on the appraised value of the land within the Project valued after approval of the tentative map per City requirements, or by agreement among Landowner, City and Cordova Recreation and Park District, which agreement shall be reduced to writing and attached to this Agreement as an addendum.

6.4.2. Timing of Dedications and Improvements of Parks. Prior to the recordation of any final map for the Project or for any individual residential or non-residential parcel of the Property, Landowner shall pay the in-lieu fees and fulfill the obligations described in Section 6.4.1. Landowner will be deemed to have satisfied in full its park development and community facility obligation, after fulfilling the requirements described in Section 6.4.1 and 6.4.2.

6.4.3. Police Tax. Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. A vote by Landowner to repeal or amend the special tax shall constitute an event of default under this Agreement and in addition to all other remedies, Landowner shall be obligated to pay under this Agreement, the difference between the amount of the tax before the vote to repeal or amend the tax, and the amount of the proposed special tax. The boundaries of the

special tax zone area shall be contiguous with the boundaries of the Property. Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. City is in the process of preparing a General Plan Fiscal Analysis which will include a review of the current shortfall of revenue for police services, and a new proposed amount of the special police tax. The special tax shall be in the amount of the lesser of (1) $450 annually, per single-family residential parcel or residential parcel equivalent, and $0.25 for each square foot of gross parcel area of non-residential use (excluding recreational and agricultural uses), or (2) the amount calculated in the General Plan Fiscal Analysis which City is in the process of preparing. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax). The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of a building permit for each subject parcel. Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this Section for the Project.

7. **Applicable Rules, Regulations, Fees and Official Policies**.

7.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

7.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project and to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

7.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

7.4. Uniform Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction

specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

8. **Subsequently Enacted Fees, Dedications, Assessments and Taxes.**

8.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

8.2. Development Impact Fees, Exactions and Dedications. Landowner shall pay all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to support in the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date as long as said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except as otherwise provided in this Agreement, Exactions required by City to be paid by Landowner that do not meet one of the preceding criteria, shall be the Exactions authorized as of the Effective Date. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District (CFD) or other such financing mechanism acceptable to City, subject to and in accordance with the provisions thereof.

9. **Community Facilities District.**

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in Section 8.2.

9.2. Issuance of Bonds. City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section.

9.3. Payment Prior to Issuance of Bonds. Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD of a cash amount equivalent to its proportionate share of costs for the Improvements, or any portion thereof, prior to the issuance of bonds.

9.4. Private Financing. Nothing in this Agreement shall be construed to limit Landowners option to install the Improvements through the use of private financing.

9.5. Acquisition and Payment. City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed Improvements or completed portions thereof, and monthly payment of appropriate amounts for such Improvements to the person or entity constructing Improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

10. **Amendment or Cancellation**.

10.1. **Modification Because of Conflict with State or Federal Laws**. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be approved by City Council in accordance with the Municipal Code and this Agreement.

10.2. **Amendment by Mutual Consent**. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

10.3. **Insubstantial Amendments**. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

10.4. **Amendment of Project Approvals**. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or size of proposed buildings; (e) monetary contributions by Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 10.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

10.5. **Cancellation by Mutual Consent**. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

11. **Term of Project Approvals**. Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

12. **Annual Review**.

12.1. **Review Date**. The annual review date for this Agreement shall be approximately 12 months from the date the Agreement is entered into.

12.2. Initiation of Review. City's Planning Director shall initiate the annual review by giving to Landowner written notice that City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon Landowner. City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

12.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

12.4. Costs. Costs reasonably incurred by City in connection with the annual review shall be paid by Landowner in accordance with City's schedule of fees and billing rates in effect at the time of review.

12.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and Municipal Code Section 110-05. As part of that final determination, City Council may impose conditions that it considers necessary and appropriate to protect the interest of City.

12.6. Appeal of Determination. The decision of City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (Section 115-39).

13. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 13.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

13.1. Procedure Regarding Defaults.

13.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

13.1.2. Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written

notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

13.1.3. **Failure to Assert**. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

13.1.4. **Notice of Default**. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

13.1.5. **Legal Proceedings**. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

13.1.6. **Effect of Termination**. If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

14. **Estoppel Certificate**. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or

such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

15. Mortgagee Protection; Certain Rights of Cure.

15.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 16.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

15.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in City's notice. City, through its City Manager, may extend the cure period provided in Section 13.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

16. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

17. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

18. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. Should any legal action be brought by either party for breach of this Agreement or to enforce

any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

19. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

20. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of City Manager on behalf of City and the form of such assignment shall be subject to the approval of City Attorney, neither of which shall be unreasonably withheld.

21. Agreement Runs with the Land. Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

22. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

23. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or

condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond).

24. Insurance.

24.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million ($1,000,000) dollars and a deductible of not more than ten thousand ($10,000.00) dollars per claim. The policy so maintained by Landowner shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

24.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify City for any damage resulting from Landowner's failure to maintain any such insurance.

24.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 24.1 and 24.2 and evidence that the carrier is required to give City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

25. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

26. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and, City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

27. Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to City shall be addressed as follows:

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Notice required to be given to Landowner shall be addressed as follows:

JOSEPH MARTEL, M.D.
11216 Trinity River Drive
Rancho Cordova, CA 95670

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

28. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 16 pages and 5 Exhibits, which constitute the entire understanding and agreement of the parties.

29. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

30. City Cooperation. City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event state or federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. __-2006, adopted by the Council of City on _____, 2006, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

"LANDOWNER"

JOSEPH MARTEL, M.D.

By:

Name: Joseph Martel, M.D.

Name: _____ Its:

Its: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A:	Legal Description of the Property
Exhibit B:	Diagram of the Property
Exhibit C:	Trinity Gardens Estate Tentative Map
Exhibit D:	Land Use Table
Exhibit E:	Form of Assignment

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to herein is situated in the State of California, County of Sacramento, City of Rancho Cordova, and is described as follows:

EXHIBIT "A" - LEGAL DESCRIPTION

TRINITY GARDENS ESTATES

DEVELOPMENT AGREEMENT

ALL THAT REAL PROPERTY SITUATE IN THE CITY OF RANCHO CORDOVA, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1, OF THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP SUNRIVER VILLAGE, A PORTION OF PARCEL 1, 49 P.M. 9, COUNTY OF SACRAMENTO, CALIFORNIA", RECORDED IN THE OFFICE OF THE RECORDER OF SACRAMENTO ON JULY 14, 1981, IN BOOK 65 OF PARCEL MAPS, PAGE 32.

GARY TIMOTHY WONG, P.L.S. 5035
EXPIRES: DECEMBER 31, 2007

5-22-06
DATE



Prepared by: Wong & Associates
10089 Folsom Boulevard, Suite A
Rancho Cordova, CA 95670

EXHIBIT B

DIAGRAM OF THE PROPERTY

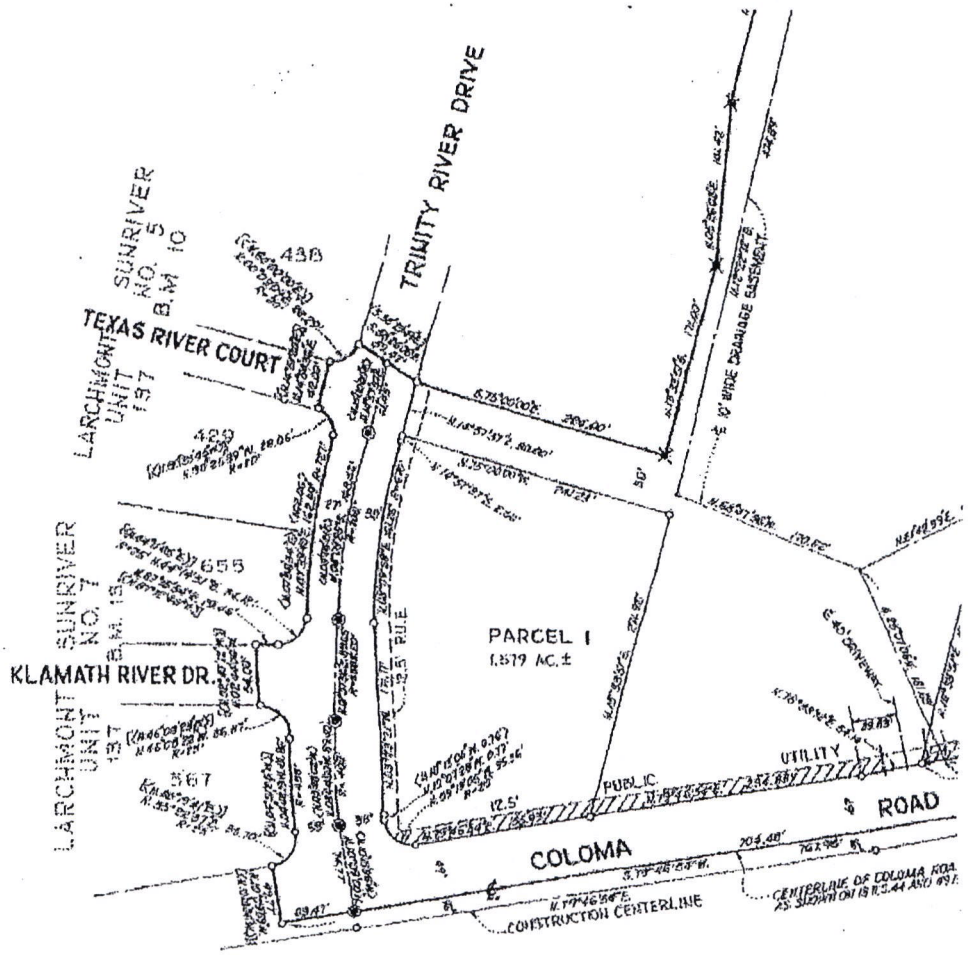
EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

TRINITY GARDENS ESTATES

CITY OF RANCHO CORDOVA, CALIFORNIA

May 19, 2006



PARCEL 1 (65 P.M. 32)

EXHIBIT C

TRINITY GARDENS ESTATE TENTATIVE MAP

EXHIBIT "C" TENTATIVE MAP

TRINITY GARDENS ESTATES

CITY OF RANCHO CORDOVA, CALIFORNIA

May 19, 2006

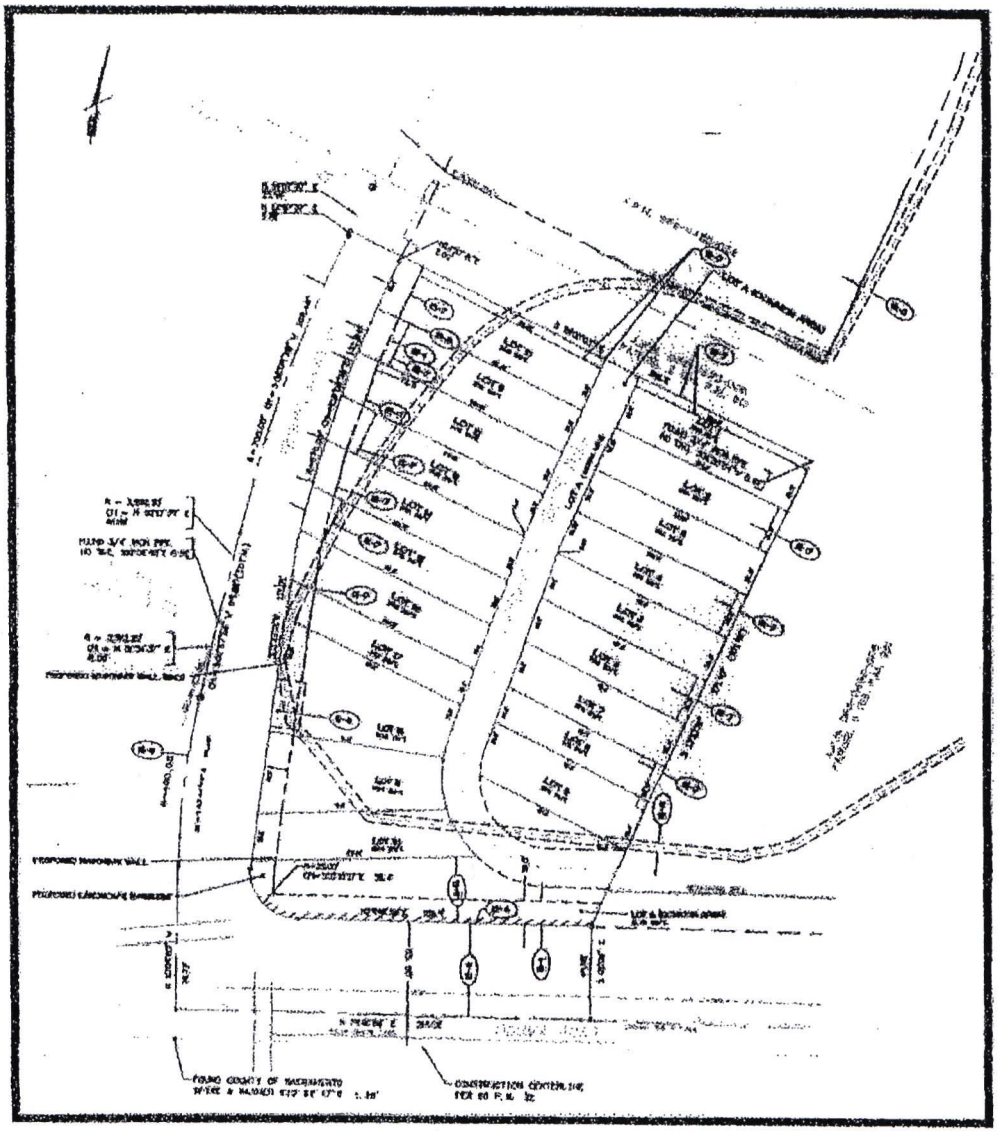


EXHIBIT D

LAND USE TABLE

EXHIBIT "D" LAND USE TABLE

TRINITY GARDEN ESTATES

CITY OF RANCHO CORDOVA, CALIFORNIA
May 19, 2006

GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (NET)	ACRES GROSS)
MDR/RD-20/RD-20	SINGLE FAMILY HOMES	1.579	2.115

LOT NO.	AREA (ACRES)	LOT NO.	AREA (ACRES)
1	0.069	11	0.069
2	0.057	12	0.069
3	0.057	13	0.067
4	0.057	14	0.067
5	0.057	15	0.064
6	0.056	16	0.063
7	0.054	17	0.047
8	0.042	18	0.097
9	0.059	19	0.075
10	0.084	20	0.061
LOT A (COMMON AREA)	0.147		
PRIVATE ROAD	0.159		

THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.

LOT AREA DOES NOT INCLUDE PUBLIC ROADS, LOT A AND PRIVATE ROAD.

EXHIBIT E

FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO TRINITY GARDENS ESTATES

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200_ ____, by and between _____, a _____ _____ (hereinafter "Developer"), and _____, a _____ _____ (hereinafter "Assignee").

RECITALS

1. On _____, 200_, City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between City of Rancho Cordova and Relative to the Development known as Trinity Gardens Estates (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 200_, as Instrument No. 200_-_____.

2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

3. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
_____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:

JOSEPH MARTEL, M.D.

By: _____
Print Name: Joseph Martel, M.D.
Title:

ASSIGNEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____

CITY OF RANCHO CORDOVA

ORDINANCE NO. 46-2006

AN ORDINANCE OF THE CITY COUNCIL ADOPTING AMENDMENTS TO THE CAPITAL VILLAGE SPECIAL PLANNING AREA INCORPORATING CHANGES TO THE LOFT DISTRICT, HEIGHT LIMITS, AND PARKING REQUIREMENTS

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

Section 1. Purpose and Declarations.

The purpose of this Ordinance is to amend Title II of the City of Rancho Cordova Zoning Code to amend the Capital Village Special Planning Area ("SPA"), as shown on Exhibit A attached hereto.

WHEREAS, the proposal is consistent with the Capital Village Mitigated Negative Declaration and therefore complies with the requirements of the California Environmental Quality Act (CEQA);

WHEREAS, the proposed amendments to the SPA implement goals and policies of the General Plan of the City of Rancho Cordova.

WHEREAS, this Ordinance adopts SPA amendments that: change standards within the Loft District to allow mixed use podium-style buildings that are compatible with adjacent development; set maximum height requirements of 150 feet for the Loft District, 60 feet for the primary retail center and 50 feet for the CMU B parcel; and sets the minimum parking at 3.5 spaces per 1,000 square feet.

Section 2. Effective Immediately.

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with Government Code Section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

ADOPTED, THIS 17th day of July, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

AGENDA ITEM # 6

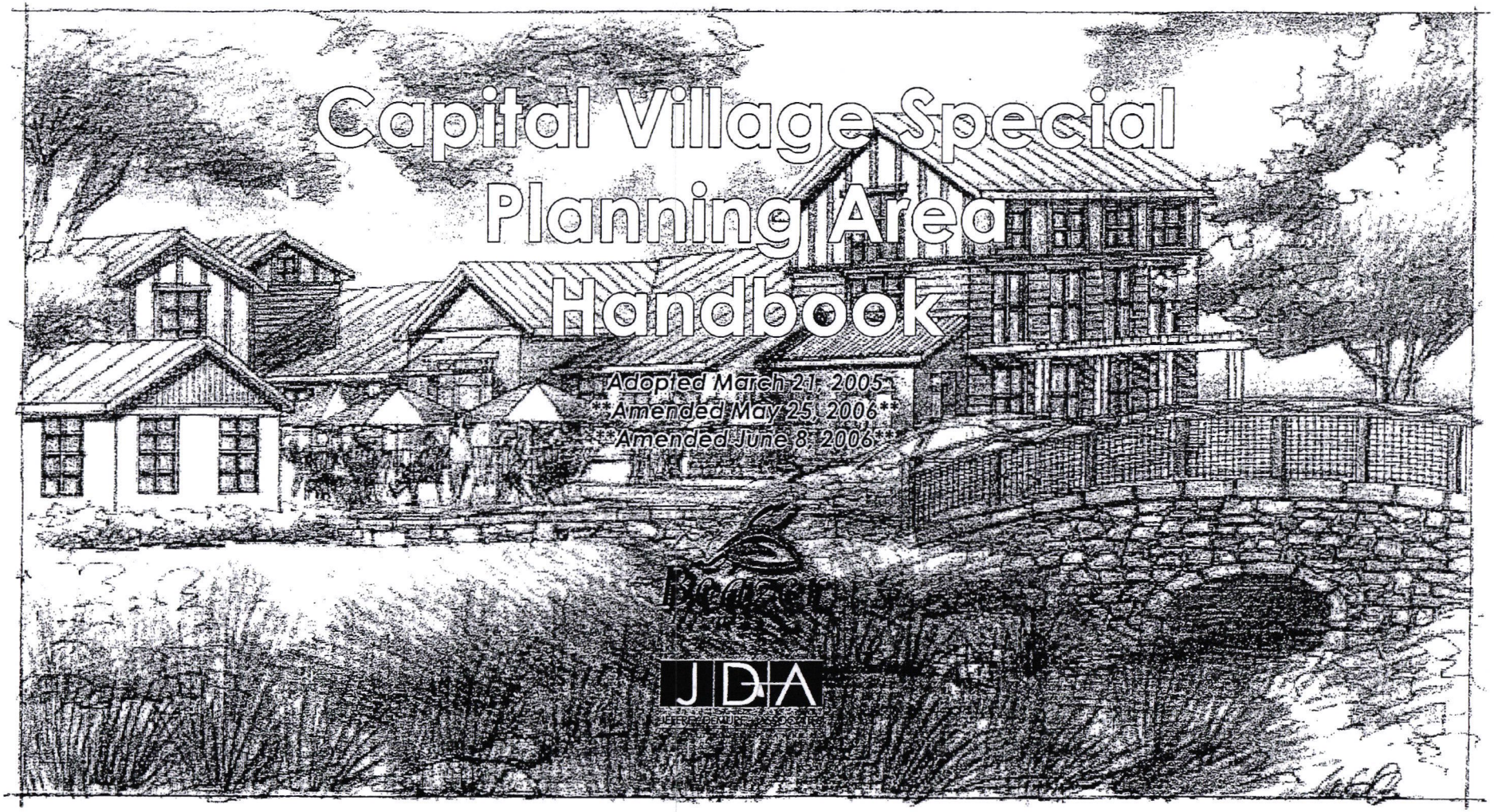

Capital Village Special
Planning Area
Handbook
Adopted March 21, 2005
Amended May 25, 2006
Amended June 8, 2006
Boulder
JDA

Exhibit A

Project Team

Beazer Homes
Residential Developer
Jim Van Maren
3721 Douglas Boulevard
Suite 100
Roseville, California 95661
Phone: 916.773.3888

Jeffrey DeMure + Associates
Residential Architects/Planners
Jeffrey DeMure, AIA
Sean Richardson
1117 Windfield Way, Suite 110
El Dorado Hills, California 95762
Phone: 916.941.3700

DSL, Inc.
Commercial Developer
David Casty
3501 Jamboree Road, Suite 5000
Newport Beach, CA 92660
Phone: 949.509.4241

MRO Engineers
Planners/Civil Engineers
Infrastructure and Residential Areas
Ron Rivett
2202 Plaza Drive
Rocklin, CA 95765-4404
Phone: 916.783.3838

The HLA Group
Landscape Architects
Steve Canada, ASLA
Russ Mallard
1990 Third Street, Suite 500
Sacramento, California 95814
Phone: 916.447.7400

RSC Engineering, Inc.
Civil Engineers - Commercial Areas
Tiffany Ann Wilson, AICP
2250 Douglas Blvd., Suite 150
Roseville, CA 95661
Phone: 916.788.2884

City of Rancho Cordova
Paul Junker
Jeff Beiswenger, AICP
2729 Prospect Park Drive
Rancho Cordova, California 95670
Phone: 941.942.0222

2. Land Use

2.1 Residential Uses

2.1.1 The Bungalow District
This district includes single-family detached homes on lots of 3600 square feet (40'x90'). The average density for the Bungalow District is 8-9 DU/Acre. The Bungalow District is comprised of 151 units and accounts for 18 percent of the total housing units for Capital Village.

2.1.2 The Cottage District
This district includes single family detached homes on lots of 2450 square feet (35'x70'). The average density for the Cottage District is 11-12 DU/Acre. The Cottage District is comprised of 163 units and accounts for 19.5 percent of the total housing units for Capital Village.

2.1.3 The Brownstone District
This district includes single family detached homes on lots of 1904 square feet (28'x68'). The average density for the Brownstone District is 13-14 DU/Acre. The Brownstone District is comprised of 257 units and accounts for 31 percent of the total housing units for Capital Village.

2.1.4 The Town Home District
This district includes single family attached homes in six-plex building configurations. Some building configurations allows for the inclusion of "Live-Work " units that allow for the ground floor of the three story Town Homes to be used for professional home based businesses. The average density for the Town Home District is 15-16 DU/Acre. The Town Home District is comprised of 222 units and accounts for 26.5 percent of the total housing units for Capital Village.

2.2 Mixed Uses

2.2.1 The Loft District
This district includes a mixed used podium building which is conceptualized to include 3 to 5 stories of residential units over 1 to 2 stories of structured parking. Major architectural facades will face north to Data and Disk Drives, east to the Town Home District and Tower Park, and south to the Main Street retail corridor. The Loft Building will share a service drive with the 2 major retail tenants to the west, but there will be no ground level residential units facing the service drive.

2.3 Non-Residential Uses

2.3.1 Commercial and Main Street District
This district allows for a wide variety of commercial retail and service uses serving the needs of the local Rancho Cordova community as well as Capital Village. Uses may include shopping centers, including grocery stores, restaurants, home improvement stores, and department stores. Other uses include boutique uses such as executive offices, bookstores, cafes, salons, and specialty shops.

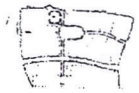
2.3.2 Neighborhood Parks
Parks provide active and passive recreational and contemplative spaces within the Capital Village special planning area.

2.3.3 Open Space
Open space provides passive landscape opportunities and view corridors for areas not usually suitable for active or passive recreation, such as water quality basins and landscape easements.

3.6 The Loft District

3.6.1 *Description*

This district includes a mixed used podium building which is conceptualized to include 3 to 5 stories of residential units over 1 to 2 stories of structured parking. Major architectural facades will face north to Data and Disk Drives, east to the Town Home District and Tower Park, and south to the Main Street retail corridor. The Loft Building will share a service drive with the 2 major retail tenants to the west, but there will be no ground level residential units facing the service drive.


site key

3.6.2 *Architectural Styles*

The Loft District is comprised of an urban architectural style that will be compatible with both the Town Home District to the east and the Town Center District to the west.

3.6.3 *Permitted Uses*

Permitted uses include:

1. Permanent Single Family dwellings.
2. Temporary Sales offices and Model Homes.
3. Home occupations as allowed in the City of Rancho Cordova Zoning Code Title II, Chapter 1.
4. Commercial Retail uses as allowed in the City of Rancho Cordova Zoning Code Title II, Chapter 25 with the following listed exceptions.

3.6.4 *Prohibited Uses*

1. Gun Shops
2. Funeral Home
3. Auto Rental
4. Auto Sales
5. Auto Repair
6. Tattoo Shop
7. Pawn Shop
8. Adult Entertainment
9. Rest Home, Group Care Facility
10. Additional items to be added.

11. check cashing need to amend at a later time - everyone think of issues!

3.6.5 *Standards Table*

Density	Up to 40 DU/Acre

Lot Requirements

Minimum Lot Size	no minimum
Minimum Lot Width	no minimum
Minimum Corner Lot Width	no minimum
Minimum Lot Depth	no minimum
Maximum Lot Coverage	n/a

Setback Requirements

Front Yard	n/a
Side Yard	n/a
Corner Side Yard	n/a
Alley/Rear Yard	n/a
Maximum Building Height	90' (7 stories)

Parking provided at 2 covered spaces per unit + .1 guest spaces per unit. Guest spaces may be uncovered.

3.6.6 *Design Review*

This project is subject to the City of Rancho Cordova Design Review process, but this building shall be compatible with the Town Home District and Town Center District architecture.

Materials
Materials reflect the style and overall impression of any building. The materials used for this project should reflect quality and lend to the impression of the overall theme. Listed below are both the encouraged and discouraged materials for this project.

Encouraged Materials
- Smooth stucco finishes
- "Style-appropriate" stone
- Wrought iron
- Canvas awnings
- Wood trellises
- Tile roof elements
- Wood columns and beams in key location
- Pre-cast stone trims, heads and sills
- Metal roof elements
- Decorative sheet metal gutters and downspouts, collectors if and where appropriate
- Wood shutter elements
- Individually articulated window elements
- Tilt-up construction that utilizes imaginative forming techniques to add texture and shadow to otherwise unarticulated walls

Discouraged Materials:
- Heavy "knock-down" or "Spanish Lace" stucco finishes
- Contrived stone veneers
- Unfinished tilt-up wall panels
- Large unbroken window walls
- Exposed concrete block walls
- Exposed aggregate walls

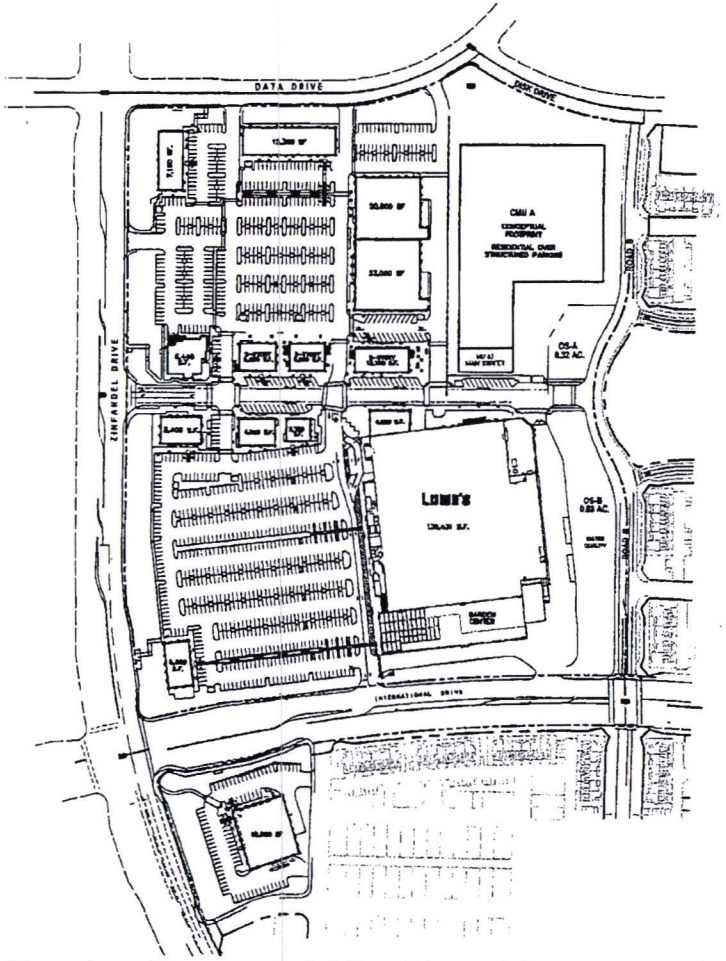
Colors
Colors should be consistant within the Town Center District, while giving distinction and individuality to different buildings and to different tenants within larger buildings. Bold colors are encouraged, without being garish or obtrusive. Colors should be used to bring together the materials used throughout the project. The colors should be used as a complement to stone, concrete, wood, fabrics and other materials.

3.7.2 Permitted Uses
- Anchor Retail
  - Chain retail/grocery stores
  - Chain hardware stores
- Main Street Retail Sales and Services
  - Specialty food retail (i.e. grocery/drug stores, coffee shops, chocolate/candy shops, pastry/desserts, bagel shops, wine shops)
  - Specialty goods retail (i.e. cooking supplies/culinary, general housewares, specialty hardware, books/ magazines, bicycle shops)
  - Personal services (i.e. hair and nail salons, shoe repair)
  - Business services (i.e. computer/office supplies, print shops)
  - Banks and financial institutions (excluding check cashing stores)
  - Neighborhood serving commercial (i.e. small pharmacies, video rental & sales, dry cleaners)
- Main Street Eating and Drinking Establishments
  - Restaurants serving alcoholic beverages or providing entertainment, provided this activity is clearly ancillary to food service
  - Chairs and tables for outdoor dining

3.7.3 Prohibited Uses
- Gun Shops
- Funeral Home
- Motor Vehicle Rental
- Motor Vehicle Sales
- Motor Vehicle Repair
- Tattoo Shop
- Pawn Shop
- Adult Entertainment
- Rest Home, Group Care Facility

3.7.4 Minimum Parking Requirement
- Minimum parking ratio for commercial center is 3.9 per 1,000 square feet.

3.7.5 Maximum Height Requirements
- Maximum height for the retail center is 60 feet.
- Maximum height for CMU A is 150 feet.
- Maximum height for CMU B is 50 feet due to the proximity to residential uses.



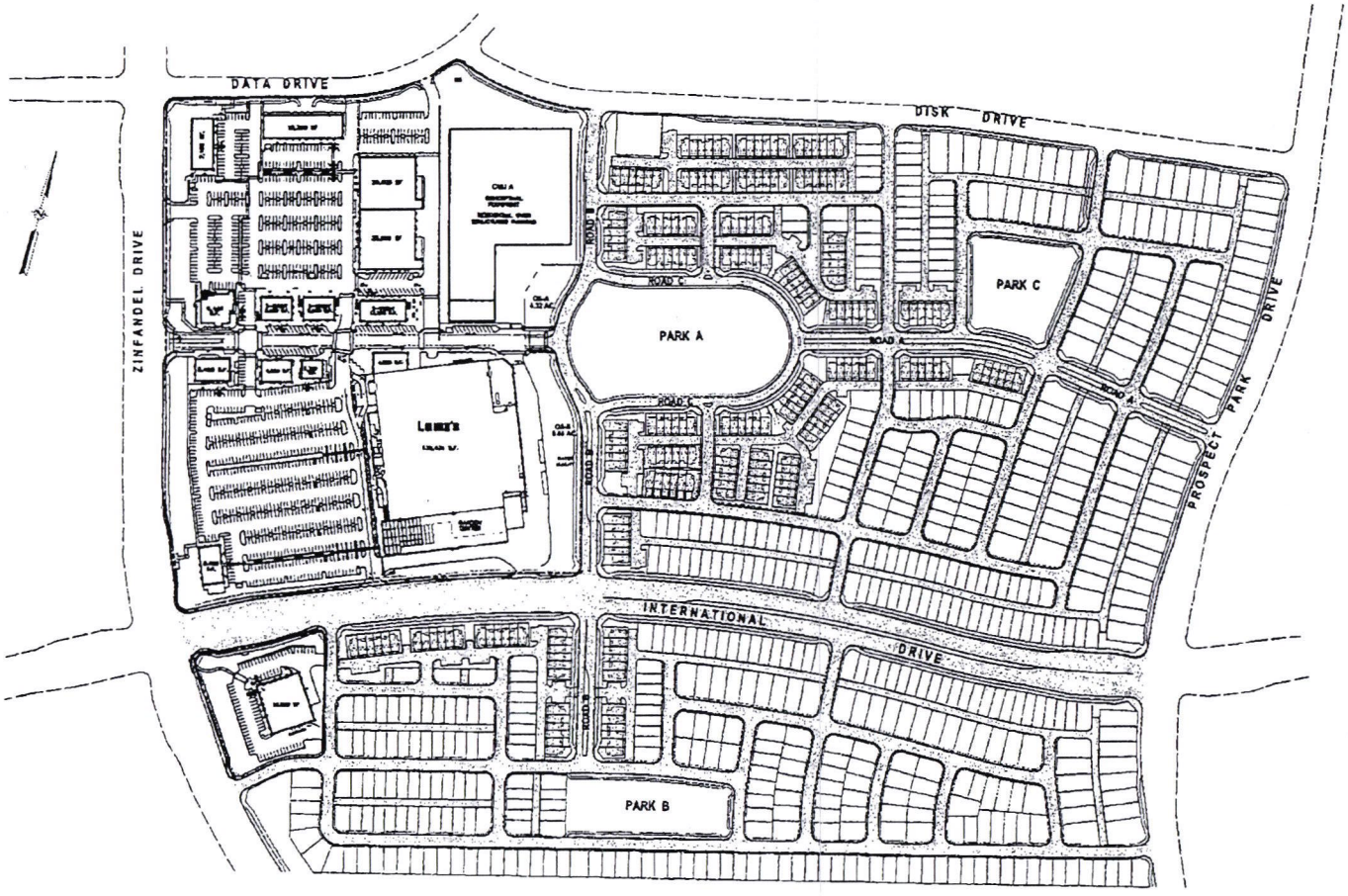
Commercial Summary

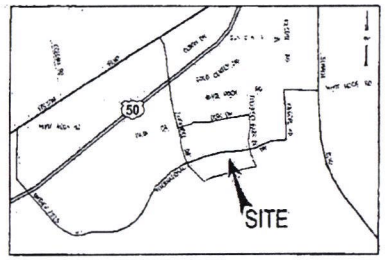
	LAND (AC)	BUILDING (SF)	LAND/BUILDING RATIO	PARKING REQD (STALLS)	PARKING PROVIDED (STALLS)
RETAIL CENTER	25.037	291,884	2.74	1,219	1,104
CMU A 1	1.8371	24,800	2.23	111	203
CMU B	2.3363	15,580	5.53	61	78
TOTAL	29.2104	332,264	2.83	1,391	1,385

1. Includes 31 Retail Units of the 43 Live/Retail Product.
2. 3.85 spaces provided per 1000 sf of gross floor area.

Town Center Concept Site Plan (Commercial and Main Street)

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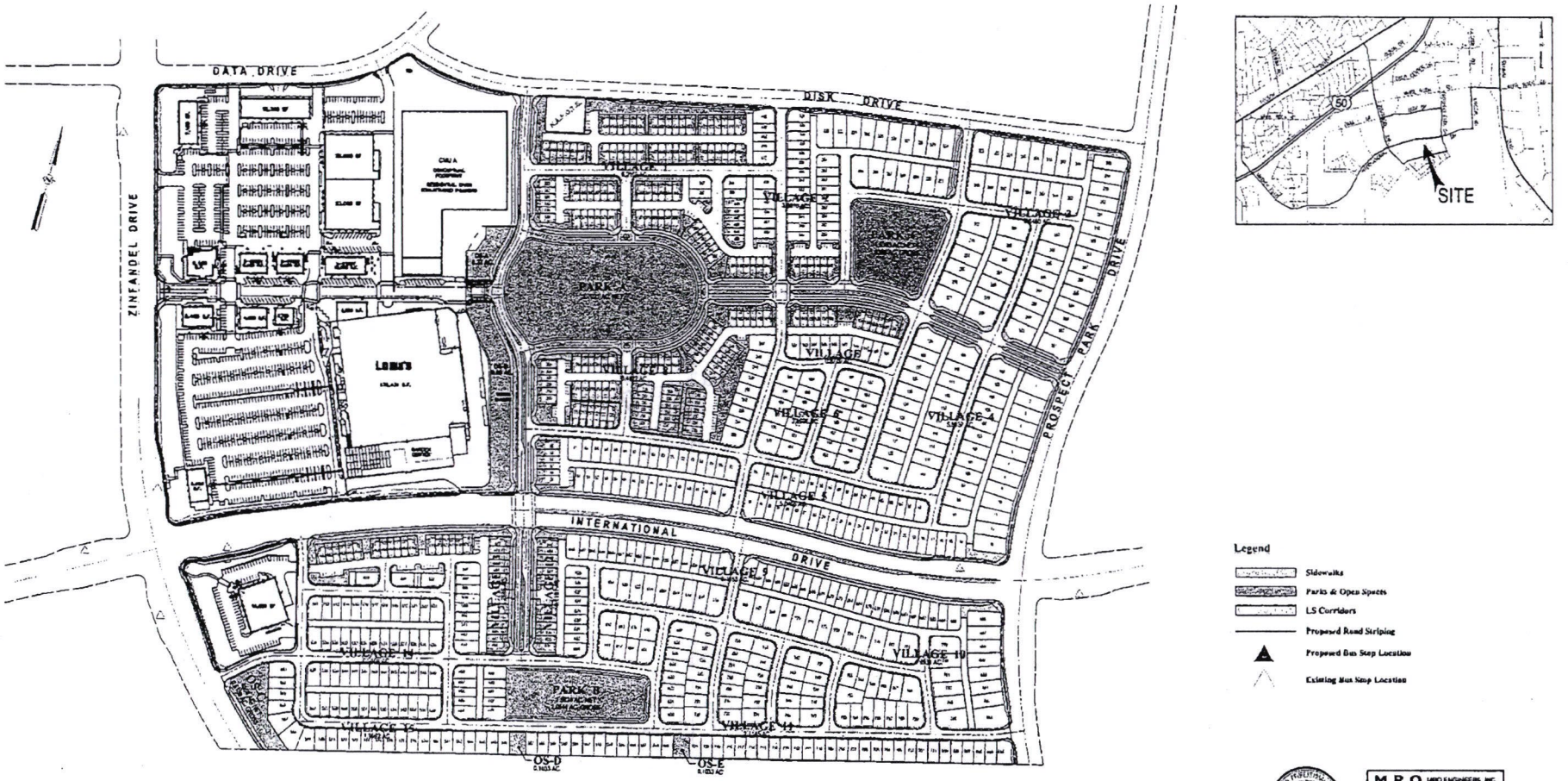




Color Legend

Streets and Sidewalks Circulation Plan

4.4 Transit

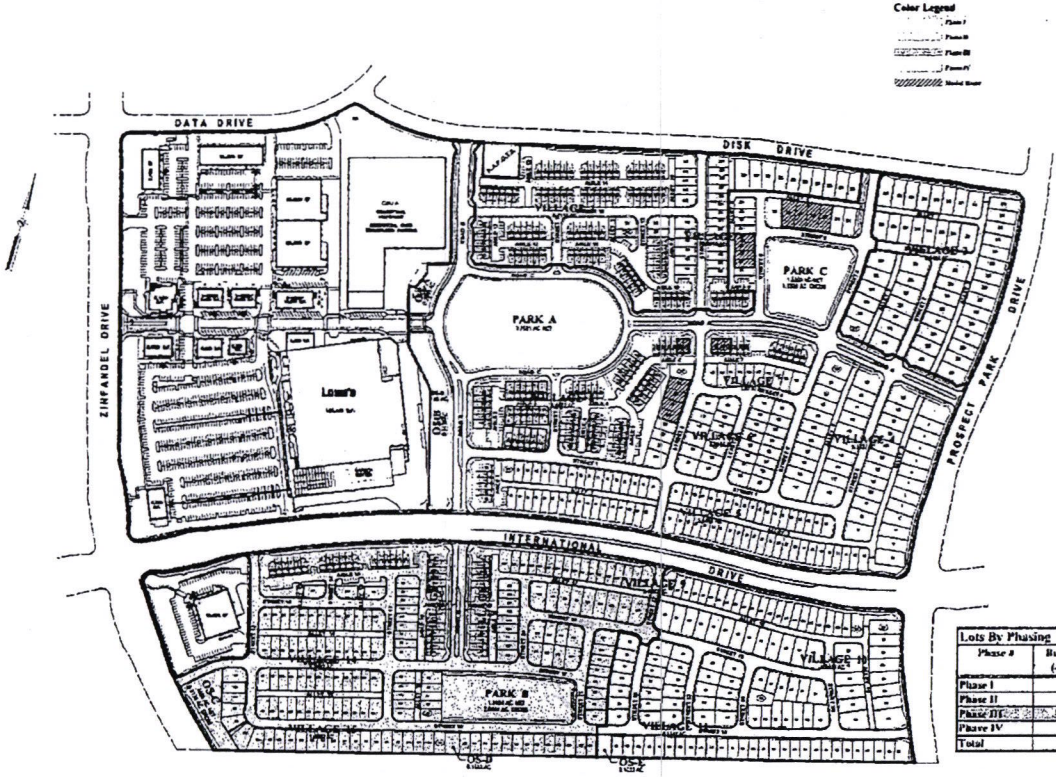


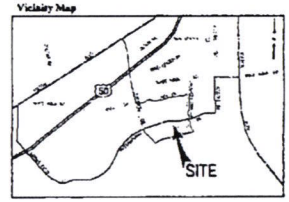
Transit and Open Space Plan

PHASING PLAN for Beazer - CAPITAL VILLAGE

CITY OF RANCHO CORDOVA CALIFORNIA

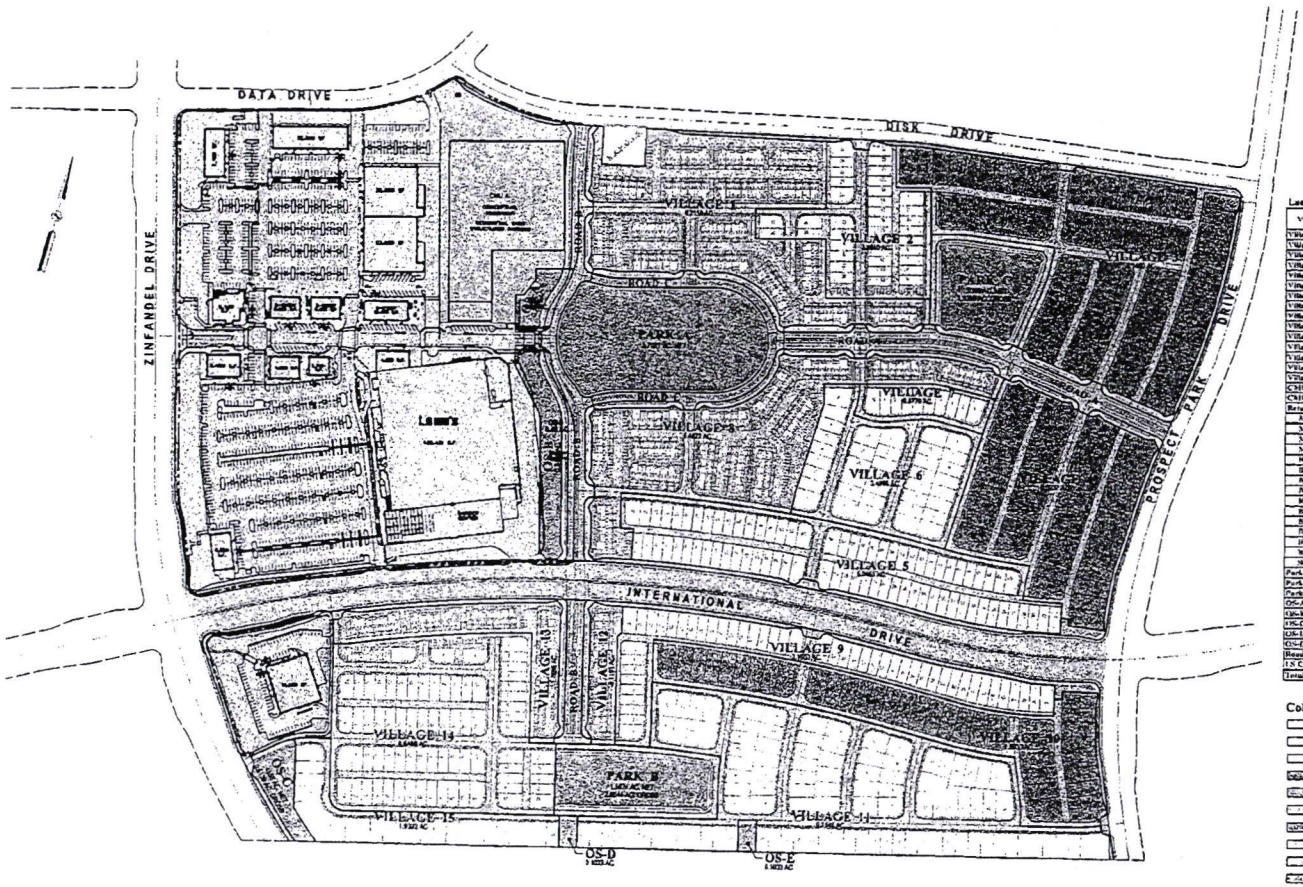
MAY 2006

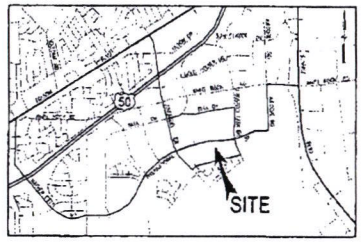




Lots By Phasing

Phase #	Bungalows (40'x90')	Cottages (35'x70')	Brownstones (28'x68')	Town Homes	Residential Totals	Retail Center
Phase I	53	38	99	84	271	-
Phase II	62	-	29	96	187	-
Phase III	9	52	100	42	203	307,464 sf
Phase IV	27	73	23	43	166	-
Total	151	163	248	265	827	307,464 sf





Land Use Summary

Village/Lot(s)	Use	Lot Area (acres)	Building Area (sf)	Town Homes	28x68	35x70	40x90	Total Units
Village 1	Town Homes	6.2156	-	98				98
Village 2	28' x 68' Rear Lot Typ.	2.8619	-		28			28
Village 3	40' x 90' Alley Lot Typ.	8.8680	-				60	60
Village 4	40' x 90' Alley Lot Typ.	5.9037	-				40	40
Village 5	28' x 68' Rear Lot Typ.	5.8040	-		77			77
Village 6	35' x 70' Std. Lot Typ.	3.4886	-			36		36
Village 7	28' x 68' Rear Lot Typ.	0.8750	-		10			10
Village 8	Town Homes	5.4625	-	84				84
Village 9	28' x 68' Rear Lot Typ.	3.1685	-		49			49
Village 10	40' x 90' Alley Lot Typ.	2.8838	-				36	36
Village 11	35' x 70' Std. Lot Typ.	4.1145	-			101		101
Village 12	Town Homes	0.7191	-	12				12
Village 13	Town Homes	1.7600	-	30				30
Village 14	28' x 68' Rear Lot Typ.	0.5468	-		34			34
Village 15	35' x 70' Std. Lot Typ.	1.8907	-			54		54
CMU A	Mixed Use Residential	8.2117	-					
CMU B		2.2363	-					
Retail Center		55.5442	-					
Major 1			167,584					
Major 2			20,000					
Major 3			23,000					
Major 4			15,540					
Bldg. A			2,750					
Bldg. B			4,000					
Bldg. C			5,405					
Bldg. D			5,500					
Bldg. E			15,200					
Bldg. F			9,500					
Bldg. G			9,500					
Bldg. H			6,440					
Bldg. J			7,150					
Bldg. K			4,500					
Shops 1			12,500					
Park A		2.5021						
Park B		2.8824						
Park C		1.9366						
OS-A	Open Space	0.7696						
OS-B	Open Space	0.8499						
OS-C	Open Space	0.7130						
OS-D	Open Space	0.3693						
OS-E	Open Space	0.1023						
Basin	A, B & C and Centre	3.3472						
LS Corridors		4.9181						
Total		126.9068		322	268	165	151	Total du

Color Legend

- Town Homes
- 28' x 68' Lots
- 35' x 70' Lots
- 40' x 90' Lots
- Open Space
- Parks
- LS Corridors
- Retail Center
- CMU's
- Roads

MRO Engineers, Inc. 3002 Myers Drive Rancho, CA 95742 Phone: (916) 783-3636 Fax: (916) 783-8610 www.mroengineers.com ENGINEERING - PLANNING - SURVEYING

Development Plan

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 27 (ARISTA DEL SOL SUBDIVISION); RC 04-077**

RECOMMENDATION

Staff recommends approving Resolution 127-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 27.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 27, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Arista Del Sol Subdivision.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 27 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 87-2006 on June 5, 2006, which created Tax Zone 27, and Ordinance 30-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Arista Del Sol following approval of the ordinance.

AGENDA ITEM # 7

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 27: 1 "yes" vote; 0 "no" vote"

ATTACHMENT

Resolution No. 127-2006 declaring the result of mail ballot election regarding the special tax for police services for Special Police Tax Area Zone 27

CITY OF RANCHO CORDOVA

RESOLUTION NO. 127-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 27

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 87-2006, creating Zone 27 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 27 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 87-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 30-2006, which established a special tax for police services in Zone 27, which is contiguous with the boundaries of the Arista Del Sol subdivision, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 30-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 27 (Arista Del Sol, LP), which asked a single question in the form of: "Shall Ordinance No. 30-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 27 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 27 has voted on the issue of whether to approve Ordinance No. 30-2006 and the City now wishes to declare the results of this police tax election for Zone 27.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the police tax ballots and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 30-2006 authorizing a special tax in the portion of Police Tax Zone 27 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 27: 1 "yes"; 0 "no".

3. In accordance with Ordinance 30-2006, the police tax for Zone 27 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2006.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 32-2006 authorizing a special tax in the portion of Police Tax Zone 28 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 28: 1 "yes"; 0 "no".

3. In accordance with Ordinance 32-2006, the police tax for Zone 28 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2006.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

RESOLUTION NO. 128-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 28

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 89-2006, creating Zone 28 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 28 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 89-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 32-2006, which established a special tax for police services in Zone 28, which is contiguous with the boundaries of the Douglas 98 subdivision, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 32-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 28 (Danville Land Investments, LLC), which asked a single question in the form of: "Shall Ordinance No. 32-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 28 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 28 has voted on the issue of whether to approve Ordinance No. 32-2006 and the City now wishes to declare the results of this police tax election for Zone 28.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the police tax ballots and the following are

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 28: 1 "yes" vote; 0 "no" vote"

ATTACHMENT

Resolution No. 128-2006 declaring the result of mail ballot election regarding the special tax for police services for Special Police Tax Area Zone 28

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 28 (DOUGLAS 98 SUBDIVISION); RC 03-025**

RECOMMENDATION

Staff recommends approving Resolution 128-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 28.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 28, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Douglas 98 Subdivision.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 28 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 89-2006 on June 5, 2006, which created Tax Zone 28, and Ordinance 32-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Douglas 98 following approval of the ordinance.

AGENDA ITEM # 8

2. The City Clerk has tabulated the police tax ballots and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 33-2006 authorizing a special tax in the portion of Police Tax Zone 29 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 29: 1 "yes"; 0 "no".

3. In accordance with Ordinance 33-2006, the police tax for Zone 29 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2006.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

RESOLUTION NO. 129-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 29

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 90-2006, creating Zone 29 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 29 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 90-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 33-2006, which established a special tax for police services in Zone 29, which is contiguous with the boundaries of the Douglas 103 subdivision, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 33-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 29 (Douglas Grantline 103, LLC), which asked a single question in the form of: "Shall Ordinance No. 33-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 29 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 29 has voted on the issue of whether to approve Ordinance No. 33-2006 and the City now wishes to declare the results of this police tax election for Zone 29.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 29: 1 "yes" vote; 0 "no" vote"

ATTACHMENT

Resolution No. 129-2006 declaring the result of mail ballot election regarding the special tax for police services for Special Police Tax Area Zone 29

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 29 (DOUGLAS 103 SUBDIVISION); RC 05-134**

RECOMMENDATION

Staff recommends approving Resolution 129-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 29.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 29, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Douglas 103 Subdivision.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 29 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 90-2006 on June 5, 2006, which created Tax Zone 29, and Ordinance 33-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Douglas 103 following approval of the ordinance.

AGENDA ITEM # 9

the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 24-2006 authorizing a special tax in the portion of Police Tax Zone 30 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 30: 1 "yes"; 0 "no".

3. In accordance with Ordinance 24-2006, the police tax for Zone 30 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2006.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

RESOLUTION NO. 130-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 30

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 81-2006, creating Zone 30 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 30 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 81-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 24-2006, which established a special tax for police services in Zone 30, which is contiguous with the boundaries of the Montelena subdivision, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 24-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 30 (CP Sunridge, LLC), which asked a single question in the form of: "Shall Ordinance No. 24-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 30 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 30 has voted on the issue of whether to approve Ordinance No. 24-2006 and the City now wishes to declare the results of this police tax election for Zone 30.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the police tax ballots and the following are

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 30: 1 "yes" vote; 0 "no" vote"

ATTACHMENT

Resolution No. 130-2006 declaring the result of mail ballot election regarding the special tax for police services for Special Police Tax Area Zone 30

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 30 (MONTELENA SUBDIVISION); RC 04-132**

RECOMMENDATION

Staff recommends approving Resolution 130-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 30.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 30, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Montelena Subdivision.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 30 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 81-2006 on June 5, 2006, which created Tax Zone 30, and Ordinance 24-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Montelena following approval of the ordinance.

AGENDA ITEM # 10

2. The City Clerk has tabulated the police tax ballots and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 31-2006 authorizing a special tax in the portion of Police Tax Zone 32 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 32: 1 "yes"; 0 "no".

3. In accordance with Ordinance 31-2006, the police tax for Zone 32 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2006.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

RESOLUTION NO. 132-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 32

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 88-2006, creating Zone 32 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 32 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 88-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 31-2006, which established a special tax for police services in Zone 32, which is contiguous with the boundaries of the Cresleigh Sunridge subdivision, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 31-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 32 (Cresleigh Homes, Inc.), which asked a single question in the form of: "Shall Ordinance No. 31-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 32 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 32 has voted on the issue of whether to approve Ordinance No. 31-2006 and the City now wishes to declare the results of this police tax election for Zone 32.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 32: 1 "yes" vote; 0 "no" vote"

ATTACHMENT

Resolution No. 132-2006 declaring the result of mail ballot election regarding the special tax for police services for special police tax area Zone 32

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 32 (CRESLEIGH SUNRIDGE SUBDIVISION); RC 03-027**

RECOMMENDATION

Staff recommends approving Resolution 132-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 32.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 32, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Cresleigh Sunridge Subdivision.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 32 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 88-2006 on June 5, 2006, which created Tax Zone 32, and Ordinance 31-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Cresleigh Sunridge following approval of the ordinance.

AGENDA ITEM # 11

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 33 (SUNRIDGE PARK – PHASE II SUBDIVISION, VILLAGES 2B, 5C AND 5D); RC 04-096**

RECOMMENDATION

Staff recommends approving Resolution 133-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 33.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 33, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Sunridge Park – Phase II Subdivision, Villages 2B, 5C and 5D.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 33 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 84-2006 on June 5, 2006, which created Tax Zone 33, and Ordinance 27-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Sunridge Park – Phase II Subdivision, villages 2B, 5C and 5D, following approval of the ordinance.

AGENDA ITEM # 12

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 33: 1 "yes" vote; 0 "no" vote"

ATTACHMENT

Resolution No. 133-2006 declaring the result of mail ballot election regarding the special tax for police services for special police tax area Zone 33

CITY OF RANCHO CORDOVA

RESOLUTION NO. 133-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 33

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 84-2006, creating Zone 33 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 33 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 84-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 27-2006, which established a special tax for police services in Zone 33, which is contiguous with the boundaries of the Sunridge Park – Phase II subdivision, Villages 2B, 5C and 5D, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 27-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 33 (Sunridge Park, LP), which asked a single question in the form of: "Shall Ordinance No. 27-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 33 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 33 has voted on the issue of whether to approve Ordinance No. 27-2006 and the City now wishes to declare the results of this police tax election for Zone 33.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the police tax ballots and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 27-2006 authorizing a special tax in the portion of Police Tax Zone 33 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 33: 1 "yes"; 0 "no".

3. In accordance with Ordinance 27-2006, the police tax for Zone 33 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2006.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 34 (SUNRIDGE PARK – PHASE II SUBDIVISION, VILLAGES 1B, 4C, 4D, 8C AND 11B); RC 04-096**

RECOMMENDATION

Staff recommends approving Resolution 134-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 34.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 34, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Sunridge Park – Phase II Subdivision, Villages 1B, 4C, 4D, 8C and 11B.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 34 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 83-2006 on June 5, 2006, which created Tax Zone 34, and Ordinance 26-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Sunridge Park – Phase II subdivision, villages 1B, 4C, 4D, 8C and 11B, following approval of the ordinance.

AGENDA ITEM # 13

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 34: 1 "yes" vote; 0 "no" vote"

ATTACHMENT

Resolution No. 134-2006 declaring the result of mail ballot election regarding the special tax for police services for special police tax area Zone 34

CITY OF RANCHO CORDOVA

RESOLUTION NO. 134-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 34

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 83-2006, creating Zone 34 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 34 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 83-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 26-2006, which established a special tax for police services in Zone 34, which is contiguous with the boundaries of the Sunridge Park – Phase II subdivision, villages 1B, 4C, 4D, 8C and 11B, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 26-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 34 (Pleasant Valley Investments, LC), which asked a single question in the form of: "Shall Ordinance No. 26-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 34 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 34 has voted on the issue of whether to approve Ordinance No. 26-2006 and the City now wishes to declare the results of this police tax election for Zone 34.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the police tax ballots and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 26-2006 authorizing a special tax in the portion of Police Tax Zone 34 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 34: 1 "yes"; 0 "no".

3. In accordance with Ordinance 26-2006, the police tax for Zone 34 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2006.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 35 (SUNRIDGE PARK – PHASE II SUBDIVISION, VILLAGES 9B AND 10B); RC 04-096**

RECOMMENDATION

Staff recommends approving Resolution 135-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 35.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 35, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Sunridge Park – Phase II Subdivision, Villages 9B and 10B.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 35 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 85-2006 on June 5, 2006, which created Tax Zone 35, and Ordinance 28-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Sunridge Park – Phase II subdivision, villages 9B and 10B, following approval of the ordinance.

AGENDA ITEM # 14

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 35: 1 "yes" vote; 0 "no" vote"

ATTACHMENT

Resolution No. 135-2006 declaring the result of mail ballot election regarding the special tax for police services for special police tax area Zone 35

CITY OF RANCHO CORDOVA

RESOLUTION NO. 135-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 35

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 85-2006, creating Zone 35 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 35 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 85-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 28-2006, which established a special tax for police services in Zone 35, which is contiguous with the boundaries of the Sunridge Park – Phase II subdivision, villages 9B and 10B, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 28-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 35 (Beazer Homes Holding Corp.), which asked a single question in the form of: "Shall Ordinance No. 28-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 35 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 35 has voted on the issue of whether to approve Ordinance No. 28-2006 and the City now wishes to declare the results of this police tax election for Zone 35.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the police tax ballots and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 28-2006 authorizing a special tax in the portion of Police Tax Zone 35 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 35: 1 "yes"; 0 "no".

3. In accordance with Ordinance 28-2006, the police tax for Zone 35 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2006.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 36 (SUNRIDGE PARK – PHASE II SUBDIVISION, LOTS D, E, F, G AND 11); RC 04-096**

RECOMMENDATION

Staff recommends approving Resolution 136-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 36.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 36, which will assist the City to meet the costs of providing City law enforcement services by establishing a special tax for police protection services for the Sunridge Park – Phase II Subdivision, Lots D, E, F, G, and 11.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 36 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 82-2006 on June 5, 2006, which created Tax Zone 36, and Ordinance 25-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Sunridge Park – Phase II subdivision, lots D, E, F, G and 11, following approval of the ordinance.

AGENDA ITEM # 15

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

"Special Tax Area Zone 36: 1 "yes" vote; 0 "no" vote"

ATTACHMENTS

Resolution No. 136-2006 declaring the result of mail ballot election regarding the special tax for police services for special police tax area Zone 36

CITY OF RANCHO CORDOVA

RESOLUTION NO. 136-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 36

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 82-2006, creating Zone 36 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 36 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 82-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 25-2006, which established a special tax for police services in Zone 36, which is contiguous with the boundaries of the Sunridge Park – Phase II subdivision, lots D, E, F, G and 11, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 25-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 36 (Sunridge Park, LLC), which asked a single question in the form of: "Shall Ordinance No. 25-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 36 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 36 has voted on the issue of whether to approve Ordinance No. 25-2006 and the City now wishes to declare the results of this police tax election for Zone 36.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the police tax ballots and the following are the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 25-2006 authorizing a special tax in the portion of Police Tax Zone 36 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 36: 1 "yes"; 0 "no".

3. In accordance with Ordinance 25-2006, the police tax for Zone 36 shall take effect immediately, so that taxes will first be collected hereunder for the tax year beginning July 1, 2006.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Adam U. Lindgren, Assistant City Attorney

SUBJECT: **RESOLUTION DECLARING THE RESULT OF MAIL BALLOT ELECTION REGARDING THE SPECIAL TAX FOR POLICE SERVICES FOR SPECIAL POLICE TAX AREA ZONE 31 (ANATOLIA IV SUBDIVISION); RC 03-023**

RECOMMENDATION

Staff recommends approving Resolution 131-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 31.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 31. In order to go into effect, the special tax must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. The landowner intentionally did not return the circulated police tax ballot and therefore the tax in Zone 31 cannot go into effect.

BACKGROUND

On July 1, 2003, the City Council approved Resolution 30-2003, which created the Rancho Cordova Special Police Tax Area and announced the City's intention to impose a police services tax on new development within the City. Pursuant to that resolution, a property owner must approve a special tax on the parcel(s) within a subdivision as a condition of approval by the City. The City Council then adopts a resolution establishing a zone encompassing the subdivision, and an ordinance creating the special tax. Finally, in order to go into effect, the ordinance must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. If the tax in Zone 31 was approved by at least two-thirds of the property owners voting, the tax will first be collected hereunder for the tax year beginning July 1, 2006.

Pending Elections

In accordance with this above-described process, the City recently adopted Resolution 86-2006 on June 5, 2006, which created Tax Zone 31, and Ordinance 29-2006, on June 19, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of Anatolia IV following approval of the ordinance.

AGENDA ITEM # 17

As stated above, in order to go into effect, the special tax must be approved by two-thirds of the affected property owners voting in a mail-ballot election to be held by the City. However, the landowner intentionally did not return the circulated police tax ballot and therefore the tax in Zone 31 cannot go into effect.

The ballot has been tabulated by the City Clerk and the Council should now announce the result of the elections:

> "Special Tax Area Zone 31: 0 "yes" vote; 0 "no" vote. Since two-thirds of the affected property owners have not approved the tax, the special tax cannot go into effect"

ATTACHMENT

Resolution No. 131-2006 declaring the result of mail ballot election regarding the special tax for police services for Special Police Tax Area Zone 31

CITY OF RANCHO CORDOVA

RESOLUTION NO. 131-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DECLARING THE RESULTS OF THE ELECTION FOR RANCHO CORDOVA SPECIAL POLICE TAX AREA ZONE 31

WHEREAS, pursuant to Government Code section 53978, the City Council adopted Resolution 30-2003 creating the Rancho Cordova Special Police Tax Area and indicating its intent to impose the tax on new development in the City; and

WHEREAS, on June 5, 2006, the City adopted Resolution 86-2006, creating Zone 31 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 31 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 86-2006, the City directed the City Clerk to conduct a police tax election (pursuant to Government Code section 53978), to be conducted by mail ballot, pursuant to Elections Code section 4000; and

WHEREAS, on June 19, 2006, the City adopted Ordinance 29-2006, which established a special tax for police services in Zone 31, which is contiguous with the boundaries of the Anatolia IV subdivision, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 29-2006 takes effect immediately upon confirmation by two-thirds of the voters voting within the relevant zone, so that taxes will be first collected for the tax year beginning July 1, 2006; and

WHEREAS, ballots were sent to the landowner within Zone 31 (Sunridge – Anatolia, LLC), which asked a single question in the form of: "Shall Ordinance No. 29-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 31 of the Rancho Cordova Special Police Tax Area to maintain the present level of police protection service and provide additional funding for increased police protection service?"; and

WHEREAS, the owner of the real property subject to the Police Tax Zone 31 has intentionally not voted on the issue of whether to approve Ordinance No. 29-2006 and the City now wishes to declare the results of this police tax election for Zone 31.

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby declares as follows:

1. The foregoing recitals are all true and correct.

2. The City Clerk has tabulated the police tax ballots and the following are

the responses to the question on the ballot asking whether the landowner approves of Ordinance No. 29-2006 authorizing a special tax in the portion of Police Tax Zone 31 that encompasses the landowner's property, in order to maintain the present level of police protection service and provide additional funding for increased police protection service:

Special Tax Area Zone 31: 0 "yes"; 0 "no".

3. In order to go into effect, the special tax must be approved by two-thirds of the affected property owners voting in a mail-ballot election which was held by the City. The landowner intentionally did not return the circulated police tax ballot and therefore the tax in Zone 31 cannot go into effect.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: William J. Thomas, Chief Financial Officer

SUBJECT: **AUTHORIZATION TO EXTEND CONTRACT OF SANDY SALERNO**

RECOMMENDATION

Approve the Resolution (Resolution No. 139-2006) authorizing the City Manager to sign an agreement with Sandy Salerno for consulting services.

RESULT OF RECOMMENDED ACTION

The result of the proposed action will continue to provide management assistance in Finance, the City Manager's office and Redevelopment for a period of eleven (11) months beginning on August 1, 2006

BACKGROUND

Sandy Salerno was originally engaged in August 2005 to assist in the preparation of the General Plan Pro Forma project. That project was completed in February 2006 and a report to Council was presented on February 28, 2006. Since January 2006, Sandy has acted as the Assistant Finance Director and was designated the Project Manager for the Great Plains implementation. Sandy will continue to serve as the Project Manager for the remainder of the implementation program and as the Assistant Finance Director until that position is filled.

In addition to Sandy's duties in Finance she has provided support to the City Manager's office and will continue to do so. Additionally, since she has had extensive experience in Redevelopment she will provide ongoing assistance to the Redevelopment Agency.

Sandy's experience has included Wall Street brokerage services, governmental finance, including being the Finance Director, Assistant City Manager and Interim City Manager for the City of Belmont, CA. Since that time she has provided financial assistance to the City of East Palo Alto and provided consulting assistance to various governmental and private entities. Her broad realm of

AGENDA ITEM # 17

experience has proven quite beneficial to the City of Rancho Cordova and she will continue to be a significant contributor to the overall success of the City.

Staff is reviewing all contracts for consulting services to determine if any contract will exceed the maximum allowable ($100,000) in any fiscal year. Currently, this is the only contract that would exceed the City Manager's authorized limit on a go forward basis. Therefore, the City Council is required to act on this contract as it will exceed the $100,000 limit in FY 2006 - 2007.

FISCAL IMPACT

The contract will be for an amount not to exceed $135,000 for the one-year period. Sufficient funds are budgeted in the Finance, City Manager's and Redevelopment budget to cover the cost of this contract.

ATTACHMENT

Resolution No. 139-2006 authorizing the City Manager to sign an agreement (Exhibit 1) with Sandy Salerno for consulting services.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 139-2006

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF SERVICES AGREEMENT WITH SANDY SALERNO, TO PROVIDE CONSULTING SERVICES FOR FINANCE, CITY MANAGER AND REDEVELOPMENT DEPARTMENTS

WHEREAS, The City of Rancho Cordova wishes to contract with Sandy Salerno, Consultant for consulting services for the period beginning on August 1, 2006 and ending on July 31, 2007; and

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

WHEREAS, the Council of the City of Rancho Cordova, in the 2006-2007 Adopted Budget has budgeted sufficient funds to cover the cost of this contract.

NOW, **THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA** that the Council authorizes the City Manager to execute a contract with Sandy Salerno, Consultant, attached as Exhibit 1.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND SANDY SALERNO

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and Sandy Salerno ("Consultant") as of August 1, 2006.

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in 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 June 30, 2007, the date of completion specified in Exhibit A, and Consultant 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 Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

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

1.3 **Assignment of Personnel.** Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Consultant 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 Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $120,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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.** Consultant 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 Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant'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 Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 Consultant 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 Exhibit B, and shall not exceed fifteen thousand dollars ($15,000.00). 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.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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, Consultant 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 Consultant 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 Consultant'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.

4.1 No liability or workers' compensation insurance coverage is required.

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

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) 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 coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

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

a. Not required.

4.3 **Professional Liability Insurance.**

4.3.1 Not required.

4.4 **All Policies Requirements.**

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

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

4.4.3 **Subcontractors.** Consultant 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 **Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of

such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.4.5 **Deductibles and Self-Insured Retentions.** Consultant 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, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 **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, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant 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, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant 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.

6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement. Consultant 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 Consultant thereby.

Consultant 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 Consultant.

Consultant may cancel this Agreement upon sixty (60) days' written notice to City and shall include in such notice the reasons for cancellation.

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

agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant 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 Consultant pursuant to this Agreement;

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

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant 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.** Consultant 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.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.** Consultant 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 City Manager ("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 Consultant shall be sent to:
Sandy Salerno
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Any written notice to City shall be sent to:
City Manager
2729 Prospect Park Drive
Rancho Cordova, CA 95670

10.11 **Professional Seal.** Not Required.

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

CITY OF RANCHO CORDOVA

_____

Ted A. Gaebler, City Manager

Date: _____

CONSULTANT

_____

Sandy Salerno

Date: _____

Attest::

_____

Lillian Hare, City Clerk

Date: _____

Approved as to Form:

_____

City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The consultant will perform duties at the level of an Assistant Finance Director and may act in the absence of the Chief Financial Officer and/or subsequent management configurations. Additionally, the Consultant will provide technical assistance to the Office of the City Manager, provide technical assistance the Economic Development/Redevelopment Department as well as any other assignment by the City Manager.

EXHIBIT B

COMPENSATION SCHEDULE

The Consultant will be paid at a rate of $95.00 per hour during the term of this contract. The City will also provide reimbursement to the Consultant for travel expenses at the IRS mileage rate. The City will also provide reimbursements for meals while the Consultant is away from her home as well as provide lodging expenses.

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE CONTRACT WITH WOOD RODGERS IN THE AMOUNT OF $400,000 FOR PRELIMINARY ENGINEERING DESIGN**

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 141-2006 authorizing the City Manager to execute a consultant contract in the amount of $400,000 for preliminary engineering design work for roadway improvements in the area south of Mather including Zinfandel Drive, Douglas Road, Eagles Nest, and Excelsior Road. Funding for the preliminary engineering will be provided from the Transportation Impact Fees Fund.

RESULT OF RECOMMENDED ACTION

The recommended action will allow the City Manager to execute a contract for consultant services with Wood Rodgers for preliminary engineering work and documentation support for the preparation of an Environmental Document for the roadway improvements.

BACKGROUND

The City and the Sacramento County Department of Transportation are working cooperatively on an effort to design roadway improvements in the South Mather area. The contemplated roadway improvements include the following:

1) Zinfandel Drive extension to Douglas Road and Douglas Road extension to Sunrise Boulevard;
2) Eagles Nest Road from Douglas Road to north of Jackson Highway; and
3) Douglas Road extension (west of Zinfandel Drive) and Excelsior Road widening.

Wood Rodgers has submitted a comprehensive proposal to the City and the County. The proposal contains four phases of work. Phase 1 is Project Scoping, Phase II is Preliminary Design, Phase III is Final Design, and Phase IV is Bidding and Construction Support. The City and County are working cooperatively to advance the proposed improvements through the preparation of the Environmental Document. The City has committed to advancing the funds and contracting with Wood Rodgers to start the preliminary engineering work and supporting documentation for the Environmental Document. The County is committed to preparing the Environmental Document.

AGENDA ITEM # 18

The proposed contract, see **Attachment 1**, in the amount of $400,000 would cover work in Phase I and a portion of Phase II to provide preliminary engineering to support the environmental document. The funding for this contract will be from the Transportation Impact Fee Fund. The initial contract amount will not provide the complete engineering design work necessary to complete the Environmental Document but should support the effort for almost a year.

The Zinfandel/Douglas extension is the priority project for the City. Funding for the construction of the projects has not been identified at this time. City staff is exploring funding options for construction of this project and is working with County staff to evaluate the amount and timing of funding available from the Mather Specific Plan. Other sources of funding may be from the City's and the County's transportation impact fees, supplemental transportation fees from development, Measure A and other regional sources of funding.

ATTACHMENT

Resolution No. 141-2006 including (Exhibit A) Consulting Services Agreement.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 141-2006

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION OF CONSULTING SERVICES AGREEMENT WITH WOOD RODGERS, TO PROVIDE PRELIMINARY ENGINEERING DESIGN FOR ROADWAY IMPROVEMENTS

WHEREAS, The City of Rancho Cordova wishes to contract with Wood Rodgers, Inc. for consulting services to provide preliminary engineering design for roadway improvements in the area south of Mather including Zinfandel Drive, Douglas Road, Eagles Nest Road, and Excelsior Road, for the period beginning on July 17, 2006 and ending on December 31, 2007; and

WHEREAS, those services will exceed the maximum amount that the City Manager has authorization to approve.

WHEREAS, the Council of the City of Rancho Cordova, in the 2006-2007 Adopted Budget has budgeted sufficient funds to cover the cost of this contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council authorizes the City Manager to execute a contract with Wood Rodgers, Consultant, attached as Exhibit A.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND WOOD RODGERS, INC.

THIS AGREEMENT for consulting services is made by and between the City of Rancho Cordova ("City") and Wood Rodgers ("Consultant") as of June 29, 2006.

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

1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2007, the date of completion specified in Exhibit A, and Consultant 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 Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

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

1.3 **Assignment of Personnel.** Consultant 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Consultant 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 Consultant's obligations hereunder.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $400,000 (Four Hundred Thousand Dollars), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant 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.** Consultant 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 Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant'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 Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant 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 Consultant 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 Consultant 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 Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant 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 Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant 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, Consultant 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 Consultant 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 Consultant'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, Consultant, 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 Consultant and its agents, representatives, employees, and subcontractors. Consultant 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. Consultant 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 Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant 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.

4.1 **Workers' Compensation.** Consultant 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 Consultant. 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, Consultant 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 Consultant, 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. Consultant shall notify City within 14 days of notification from Consultant's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) 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 coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

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

a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. 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 Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

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

4.3 **Professional Liability Insurance.** Consultant, 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 ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions.

4.3.1 Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, 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 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, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

4.4.3 Subcontractors. Consultant 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 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.4.5 Deductibles and Self-Insured Retentions. Consultant 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, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 **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, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant 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

mutually agreed to — and Consultant — AAM

determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant 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, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant 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.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant'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 Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant 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.

6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant 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.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant 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.** Consultant represents and warrants to City that Consultant 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. Consultant represents and warrants to City that Consultant 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, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant 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 Consultant under this Agreement. Consultant 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 Consultant thereby.

Consultant 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 Consultant.

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

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant 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. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant 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 Consultant 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 Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant'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 Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant 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 Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant 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 Consultant pursuant to this Agreement;

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

8.6.4 Charge Consultant 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 Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant 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 Consultant 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 **Consultant's Books and Records.** Consultant 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 Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant 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.** Consultant 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.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant 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.*

Consultant 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 Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant 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.** Consultant 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 the City Manager ("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 Consultant shall be sent to:

Wood Rodgers, Inc.
3301 C Street, Bldg. 100-B
Sacramento, CA 95816
Attn: Ali A. Hemmati

Any written notice to City shall be sent to:

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

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, 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 Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY OF RANCHO CORDOVA

_____
Ted Gaebler, City Manager

Date: _____

CONSULTANT

_____
Ali A. Hemmati, Principal

Date: 6/28/06

Attest::

_____
Lillian Hare, City Clerk

Date: _____

Approved as to Form:

_____
Steve Meyers, City Attorney

Date: _____

EXHIBIT A

SCOPE OF SERVICES

WOOD RODGERS

May 31, 2006

Mr. Cyrus Abhar
City Engineer
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Subject: Proposal for South Mather Roadways Improvements

Dear Mr. Abhar:

Wood Rodgers, Inc. is pleased to submit our proposal for providing professional engineering services associated with improvements of Zinfandel Drive, Douglas Road, Eagles Nest Road and Excelsior Road for the area that is generally south of the Mather Airport and north of Jackson Highway (SR-16). Our staff of over 400, including more than 100 registered professional engineers, land surveyors, and certified planners, has successfully completed numerous public agency projects throughout the Sacramento region. The wealth of knowledge and extensive experience that our staff has gained in planning and design of similar major projects will facilitate the successful completion of the feasibility studies, environmental documentation and improvement plans necessary to construct these much-needed facilities.

It is our understanding that the proposed South Mather Roadway Improvements within the City of Rancho Cordova and County of Sacramento will be completed in three separate phases. A fourth phase will provide support as the project is contracted and constructed. Specifically:

Phase I: Project Scoping – Development and analysis of alternative roadway alignments for Douglas Road (west of Zinfandel Drive) and the portion of Eagles Nest Road adjacent to the wetland preserve, generally consistent with Alternative 4 of South Mather Roadway Feasibility Study completed by Sacramento County's Department of Environmental Review (DERA) in December of 2005.

Phase II: Preliminary Design – Sufficient design will be performed to support completion of the Environmental Document by DERA and permitting, including a Bureau of Reclamation permit for work at the Folsom South Canal.

Phase III: Final Design – Preparation of final Plans, Specifications & Estimate to allow the construction of the project under three separate contracts, as outlined below.

1. Zinfandel Drive and Douglas Road east of Eagles Nest Road.
2. Eagles Nest Road from Douglas Road to north of Jackson Highway, including its intersection with Kiefer Road.
3. Douglas Road extension (west of Zinfandel Dr.) and Excelsior Road widening.

Phase IV: Bidding and Construction Support – The design team will provide assistance to the City and/or County during the bidding and construction of the project.

We have included the services of Radman Aerial Surveys to provide the aerial mapping and Blackburn Consultants, Inc. to provide Geotechnical engineering services required for the project.

In accordance with your request, we are providing your office with two copies of our proposed detailed work plan and fee breakdown by task with person hours and associated billing rates by classification for each phase of the project. Furthermore, since the construction of proposed facilities will be completed under three separate contracts, we are providing you with our estimated fee breakdown for Phase III "Final Design" and Phase IV "Bidding and Construction support" for each construction project.

We are looking forward to working with the staff at the City of Rancho Cordova and the County of Sacramento to successfully complete these much needed projects, should you have any questions or need any additional information, please do not hesitate to contact me at (916) 440-9519.

Sincerely,
WOOD RODGERS, INC.

Ali A. Hemmati, P.E.
Principal

AAH 06048

I. WORK PLAN / PROJECT PHASING

Wood Rodgers will design the proposed South Mather Roadway Improvements within the City of Rancho Cordova and County of Sacramento in three separate phases. A fourth phase will provide support as the project moves into Construction. Specifically:

Phase I: Project Scoping – Development and analysis of alternative roadway alignments for Douglas Road (west of Zinfandel Drive) and the portion of Eagles Nest Road adjacent to the wetland preserve, generally consistent with Alternative 4 of South Mather Roadway Feasibility Study.

Phase II: Preliminary Design – Sufficient design will be performed to support completion of the Environmental Document by Sacramento County's Department of Environmental Review (DERA) and permitting, including a Bureau of Reclamation permit for work at the Folsom South Canal.

Phase III: Final Design – Preparation of final Plans, Specifications & Estimate to allow the construction of the project under three separate contracts, as outlined below.

Phase IV: Bidding and Construction Support – The design team will provide assistance to the City and/or County during the bidding and construction of the project.

These phases are applicable to each subproject to be constructed, but one subproject may be advanced on a shorter schedule than another to meet the needs of the City and County. For example, the Zinfandel Drive Extension – Douglas Road Widening subproject could be advanced into Preliminary Design and Final Design at the same time that the Douglas Road Extension subproject is in the Project Scoping phase.

II. PROJECT UNDERSTANDING / ASSUMPTIONS

Wood Rodgers is familiar with the project site and issues. We have developed the project understanding listed below:

- The extension of Zinfandel Drive southward to Douglas Road and the widening of Douglas Road (between Zinfandel Drive and Sunrise Boulevard) are to construct 6-lane arterials to their ultimate width, including frontage improvements such as curb, gutter, sidewalk, and street lighting.
- The Preliminary Design phase will include Eagles Nest Road, Excelsior Road and Douglas Road from Zinfandel Drive to Jackson Hwy (SR-16) as 4-lane arterials.
- The alignment of Douglas Road adjacent to the control tower for Mather Airport will require coordination with the Federal Aviation Administration and/or the Sacramento County Airports System to assure that any required security setback between the tower and the roadway is provided.
- The proposed Excelsior Road alignment shown as Alternative 4 in the South Mather Roadway Feasibility Study passes through the Granite & Teichert gravel extraction pit area. Previous hydrologic and hydraulic analysis prepared for Sacramento County DWR by Wood Rodgers assumed this pit area would be utilized to store flow diversion to reduce peak flow and volume runoff downstream. The estimated diversion depth from the 100-year volume is approximately 16 feet. Therefore, the road may either require relocation out of the pit area or the road profile be elevated to at least 20 feet above the existing pit area ground to keep

the roadway above the maximum flood stage elevation. A pump station is assumed to be required at the pit storm drain detention basin.

- Improvements to the intersection of Excelsior Road and Jackson Highway are not part of the project. The design will end on the north side of the Caltrans right-of-way line. It is anticipated that the intersections with Jackson Highway will be improved as part of a future Jackson Highway project.
- Improvements to the intersection of Eagles Nest Road with Jackson Hwy are not part of the project. Again, the design will end on the north side of the Caltrans right-of-way line.
- The Final Design will only provide for initial construction of the median lanes (2 lanes) plus bike lanes with roadside ditches along Eagles Nest Road, Excelsior Road and Douglas Road from Zinfandel Drive to Jackson Hwy (SR-16). The design will facilitate the ultimate widening of these roadways to 4 lanes, but will not construct the outside lanes or frontage improvements such as curb, gutter, sidewalk and street lighting.
- A bike path connection from the existing bike path along the west bank of the Folsom South Canal to Douglas Road where it passes over the canal will be designed as part of this project.
- The Final Design phase will include preparation of three separate sets of biddable construction drawings:
    1. Zinfandel Drive and Douglas Road east of Eagles Nest Rd.
    2. Eagles Nest Road from Douglas Rd to north of Jackson Hwy, including its intersection with Kiefer Rd.
    3. Douglas Road extension (west of Zinfandel Dr.) and Excelsior Road widening.
- The connection of the existing Mather Blvd. to the portion of Mather Blvd. that is being constructed as part of the Villages of Zinfandel is not part of this project.
- The nearest location for traffic signal interconnection for the Zinfandel Drive extension is assumed to be at the intersection of International Drive with Zinfandel Drive.
- Installation/Relocation of water and sanitary sewer on Zinfandel Drive southward to Douglas Road and on Douglas Road (between Zinfandel Drive and Sunrise Boulevard), if necessary, will be provided by others. These items can be added if requested by the City or County.
- Construction of frontage improvements and installation of a storm drain system, water, and sanitary sewer on Douglas Road west of Eagles Nest, Eagles Nest Road, and Excelsior Road are not components of this project. These items can be added if requested by the City or County.
- Median landscaping in the portion of Zinfandel Drive to be constructed by this project and Douglas Road between Zinfandel Dr. and Sunrise Blvd. will be designed as part of this project.
- No landscaping is proposed on Douglas Road (west of Eagles Nest Rd.), Eagles Nest Road, or Excelsior Road at this time. Casings or sleeves to facilitate the future installation of irrigation lines to median areas can be installed, where appropriate.
- The City of Rancho Cordova will provide traffic engineering required in support of design (e.g., determine turning movement volumes for sizing turn pockets at intersections).
- Any public outreach will be conducted by the City and/or County. Wood Rodgers can provide exhibits for public meetings, if required.

- Sacramento County will provide any appraisal and acquisition services for right of way required for the project. Wood Rodgers will identify the required right of way areas and provide legal descriptions and plats.

III. SCOPE OF WORK

PHASE I PROJECT SCOPING

Wood Rodgers' Project Manager will schedule a Kick-off meeting among the key consultant project staff, City of Rancho Cordova staff, and County of Sacramento staff within a week of receiving the notice from the City to proceed with the project. The invitation will also be extended to other stakeholders that the City/County deems necessary to the success of the project. We anticipate the participation of representatives from the County of Sacramento Department of Transportation, Airports System, and Department of Environmental Review. The objective of this meeting will be to review the project scope, establish project communication protocol, finalize the project schedule, identify key project issues and goals, and compile existing data pertaining to the project including, but not limited to, available digital aerial topographic mapping in AutoCAD format, and any other data pertaining to the project. This meeting may involve a visit to the site to familiarize all members of the Project Development Team with key existing features of the project site.

1.1 PROJECT MANAGEMENT

Project management is a continuous activity that commences with the receipt of the Notice to Proceed and continues through submittal of the final project deliverables. Key elements of Wood Rodgers' project management program include regular progress reports, work progress monitoring and cost control, coordination, and communication.

Wood Rodgers will prepare and update the Project Schedule on a monthly basis with input from key team members. The schedule will show each activity, when that activity will begin, how long it will continue, and identify activities that are independent. The schedule will clearly differentiate between those functions carried out by the Consultant, the City of Rancho Cordova, County of Sacramento, and other involved parties.

A coordination and status meeting (Project Development Team Meeting) will be held on a monthly basis to review project status and budget, to obtain City/County input, make decisions, and discuss issues that have the potential to affect the project budget or schedule.

Wood Rodgers will prepare the meeting agendas in consultation with the City/County, distribute the agenda prior to the meeting, arrange for appropriate participants to attend, and distribute meeting minutes to the participants within five days after the meeting.

Wood Rodgers will prepare and submit monthly progress reports to the City. The monthly progress reports will include progress of work; status of utility coordination and relocation work; updated project schedule; information/decisions required to maintain schedule and complete deliverables; problems encountered that may affect schedule, budget, or work products, and anticipated work for the following month.

Wood Rodgers' Project Manager is responsible for the controls necessary to ensure that assignments are completed within budget for development of design and the PS&E for this project. Once project protocol is defined, communication will be maintained between the Project Manager, City of Rancho Cordova, County of Sacramento, and the Project Team. The Project Manager will act as the principal liaison between the City/County and the consultant team. Key team members will be involved in development of the project schedule in order to assure proper coordination of all the required tasks.

Regular communications will be facilitated through the Project Manager. The Project Manager will be the "single point of contact" for correspondence and other communications. The Project Team members will be available to meet with the City/County or other agency personnel to discuss technical or administrative issues to keep the project on track.

Quality Control/Quality Assurance

The Wood Rodgers Project Team will employ quality assurance procedures that will assure that the work products will be complete and correct for the purposes of this project. These procedures include informal peer review as well as formal review by a senior engineer to assure that the plans and documents comply with accepted standards, are grammatically correct, and will result in a constructible project.

We will also strive to identify potential savings, risks and uncertainties related to development of this project. If at any time during the contract we identify any alternative design that could result in significant saving to the City/County or any circumstances that could pose potential risk related to construction of this project, the City/County will be notified immediately. Any alternative design recommended will be documented in writing to the City's project manager.

1.2 PRELIMINARY RESEARCH

The Wood Rodgers Team will conduct the research for compiling and cataloging the information pertaining to the project, which may include, but not be limited to, the following:

- Obtain and review available as-built and/or private improvement plans for existing roadway, bridge and drainage facilities.
- Contact the City of Rancho Cordova and County of Sacramento Planning Departments for information regarding planned developments along the corridor that may impact this project.
- Obtain available records, including survey monumentation and records of survey, Assessors Parcel Maps, bridge and roadway maintenance history, logs of test borings, site geology and seismic data, and other pertinent records.
- Identify utility locations and current ownership.
- Contact Sacramento County Airport System and/or FAA to identify constraints and issues associated with the proposed alignment of Douglas Blvd. near the aircraft control tower and radar facilities.
- Contact Sacramento County Department of Water Resources for any updated information on their facilities, flood control planning efforts in the project area, and existing stream models.

1.3 FIELD INVESTIGATION

The Wood Rodgers consultant team will revisit the site as necessary after the initial visit with the City and County staff and document our findings. City/County staff will be informed of any issues requiring discussion and immediate resolution that could impact the project cost or schedule. The investigation will be conducted for the purpose of obtaining the following:

- Obtain photographs of the project site and constraints for later reference.
- Evaluation of the condition and adequacy of existing drainage facilities.
- Evaluation of the condition and adequacy of existing bridge and/or drainage structures.

- Location of existing utility poles, traffic signs, and any visible facilities associated with underground utilities.
- Identify the existing property fence types, as applicable.
- Verify the location of existing access driveways to the adjacent properties and evaluate the condition of existing culverts at these drive crossings.
- Verify the location and condition of connections to other public roads.

1.3.1 Preliminary Geotechnical/ Geologic Review

1.3.1.a Coordination, Document Review and Site Reconnaissance - Blackburn Consultants, Inc. (BCI) will attempt to obtain and review County records pertaining to the existing Douglas Road Bridge at Folsom South Canal, including as-built Logs of Test Borings (LOTB). BCI will review in-house geotechnical reports for previous projects in the vicinity of the site, and other pertinent geotechnical/ geologic reports provided by Wood Rogers, the City of Rancho Cordova, or the County of Sacramento. To evaluate site geology and seismic conditions, BCI will review local and regional geologic and seismic hazards maps pertaining to the site.

BCI will conduct a site reconnaissance of the project site and immediate vicinity to evaluate geotechnical and geologic conditions relevant to the project, including past and current mining operations within the proposed alignments. We assume that the City and/or County will obtain the necessary rights of entry for our work.

1.3.1.b Prepare Preliminary Geotechnical/Geologic Report - BCI will prepare a Preliminary Geotechnical/Geologic Report for the project including the following: project description; summary of site geology and subsurface conditions; as-built LOTB's for the Douglas Road/Folsom Canal Bridge; preliminary seismic data and evaluation, and a discussion of potential geotechnical/geologic issues for design of the roadway and bridge improvements. The report will address preliminary bridge foundation alternatives, preliminary culvert foundation recommendations, liquefaction potential, embankment settlement, cut/fill slope stability, and constructability issues based on the proposed roadway alignments.

1.3.2 Initial Site Assessment (ISA) Report

BCI will prepare an ISA to attempt to identify significant soil/groundwater contamination issues that could affect the constructibility, feasibility, and/or the cost of the proposed project. We will complete the following scope items for the ISA. If we find the potential for significant contamination, additional investigation may be required .

1.3.2.a Coordination, Document Review and Site Reconnaissance - BCI will meet with the project team to review the proposed alignments and potential right of way acquisitions. We will review work we have completed in the project vicinity, review readily available relevant reports for the project area and/or adjacent locations, and review the site geology and groundwater conditions. This review will be coordinated with the review for the preliminary geotechnical/geologic report described above.

BCI will conduct a site visit to observe current land uses and potential indications of contamination, on or adjacent, to the project limits. We assume that the City and/or County will obtain the necessary rights of entry for this work.

1.3.2.b: Historical Research - To research potential sources for contamination, BCI will review historical aerial photographic coverage and topographic map coverage of the alignments and surrounding properties. BCI will also review a commercial database including federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site.

Due to extensive nature of previous and ongoing environmental investigation and remediation projects at Mather Field, BCI will meet with Sacramento County Airport System environmental personnel to discuss the project and review environmental data and reports that are pertinent to this project. Our historical research will attempt to identify past and present operations conducted along the proposed alignments to assess the potential for hazardous materials impacts to project development.

1.3.2.c: Report Preparation - BCI will prepare a draft ISA report summarizing the findings of our review, site reconnaissance, historical photograph evaluation, and regulatory records review. We will address identified potential hazardous materials impacts and provide recommendations for further investigation and analysis if necessary. Once we receive draft report comments, we will finalize the ISA incorporating the review comments.

If our ISA work identifies the potential for hazardous materials to impact soil and/or groundwater within the project site, it may be necessary to investigate these locations and confirm or characterize potential contamination. If this is necessary, BCI can provide these services. The scope of the site characterization, and therefore the additional budget required, will depend on the potential contamination type, location, and potential impacts.

1.4 GEOGRAPHICAL INFORMATION SYSTEM (GIS) BASE MAP

Wood Rodgers survey staff will review current (within 3 months) Preliminary Title Reports and title exceptions for the approximately 50 parcels affected by the South Mather Major Roads, as provided by the City of Rancho Cordova and/or Sacramento County. Wood Rodgers will prepare a Geographical Information System (GIS) Base Map, showing the current land ownership along the proposed road alignments, including Assessor's Parcel Numbers (APN), site address, and owner's name and address.

1.5 DIGITAL COLOR ORTHOGRAPHIC PHOTOGRAPH

Wood Rodgers will provide aerial photograph control survey for the site to acquire a digital color orthographic photograph and will be one thousand feet (1000') in width at a scale of

1"=100' and will meet National Mapping Standards accuracy. This will require twenty-seven (27) pre-marks.

This information will be an overlay and registered to relate geospatially to the existing land net system or the GIS above. This orthophoto will serve as a base map for alignment alternative studies. It can also be used as a base map for environmental or biological assessments, archeological mapping and anthropological mapping and tree identification surveys.

We assume that the City and/or County will provide all necessary Rights of Entry for placement of aerial photographic control, including Mather Airport.

1.6 PRELIMINARY HYDRAULIC ANALYSIS

Wood Rodgers is very familiar with the South Mather watershed, having prepared the "Morrison Creek Hydraulic Analysis" dated May 28, 2004 for the Sacramento County Department of Water Resources (SCDWR). The South Mather Roadway project area is drained by the several drainage ways studied in that report. Therefore, hydrologic information and hydraulic modeling for this project will be based on that previous analysis. Wood Rodgers, in support of the Rio Del Oro, Anatolia, and Villages of Zinfandel developments, prepared detailed hydrologic and hydraulic models upstream of the South Mather project boundary limits. As part of a request from SCDWR, the drainage analysis for each of these developments were combined and will be utilized in the overall roadway drainage system design.

The drainage ways included within the project limits are Upper and Lower Morrison Creek, Todd Creek, Mather Lake tributary, Tracy Ravine and Mather Field Main Drain. Morrison Creek will cross both Eagles Nest Road and Excelsior Road, Tracy Ravine will cross Douglas Road, and Mather Lake tributary and Todd Creek will cross Eagles Nest Road.

The hydrologic and hydraulic analysis previously performed by Wood Rodgers did not address the future developed conditions of the area; therefore, the analysis will require future land use assumptions to be updated prior determining the hydraulic requirements for the proposed culverts and bridges. The floodplains and culvert/bridge crossings will be based on future developed conditions to satisfy SCDWR and the City of Rancho Cordova.

The following preliminary drainage assessments are assumed to be required for the proposed South Mather roadway project:

- The twin 60-inch culverts under Douglas Road just west of Sunrise Boulevard will need to be analyzed for capacity and freeboard requirements to determine whether they satisfy SCDWR standards. These culverts will need to be lengthened or replaced with larger box culverts to accommodate the widening of Douglas Road.
- The gravel extraction pit area will require a pump station. Conceptual design, including pump station type, location and outfall, will be considered as part of preliminary hydraulic analysis. The required capacity of the pump station will be determined during the Preliminary Design phase of project development, described below.
- The existing drainage facilities along Tracy Ravine are undersized and will require new facilities, based on the previous hydraulic analysis performed by Wood Rodgers.

Tracy Ravine can be accommodated with culvert crossings for Eagles Nest Road and Douglas Road.

- The Morrison Creek crossing at Eagles Nest Road includes existing double 6' x 6' box culverts. The box culverts have adequate capacity, but freeboard requirements and channel erosion potential must be reviewed to determine whether they satisfy SCDWR standards.
- Morrison Creek at the existing Excelsior Road crossing has a 40' long bridge, but appears to lack adequate freeboard for the 100-year flow of 1800 cfs. The proposed Douglas Road-Excelsior Road crossing located downstream may require a longer bridge crossing to satisfy SCDWR requirements.
- Mather Field Main Drain accommodates a 100-year flow of 1300 cfs. None of the proposed roadway alignments cross this channel. There are double 8'x 5' box culverts where small unpaved access roads cross. However, these crossings overtop so will likely require bridges unless the crossings are removed. We assume that review of these crossings will not be included in this scope of work.
- Mather Lake Tributary crosses Eagles Nest Road in triple 10' x 3' box culverts that accommodate a 100-year flow of 310 cfs.

Interim conditions may include both a drainage pipe system and roadside ditches. Detailed analysis will be required to determine the capacity of each proposed facility. The ultimate storm drainage system will eliminate the requirement for roadside ditches. Interim drainage design will be based on the ultimate design of the drainage system.

Wood Rodgers will review all previous regional and master drainage studies that provide hydrologic and hydraulic information for the existing drainage layout within the project limits. This information will be utilized in the proposed roadway widening design layout.

Wood Rodgers will perform hydrologic modeling to represent the drainage watersheds as needed to design and analyze the proposed drainage and water quality basins. The basins will conform and satisfy the County of Sacramento and State Water Quality Control Board standards.

Wood Rodgers will prepare a design for the ultimate roadway drainage facilities, showing pipe sizes and grades, ditch or channel dimensions and grades, and culvert or bridge flow area dimensions.

Wood Rodgers will design the proposed drainage systems and roadside channels utilizing StormCAD, XPSWMM and/or HEC-RAS hydraulic software. Detail plan and profile plans will accompany the drainage system plans, consistent with the hydrologic and hydraulic modeling.

Wood Rodgers will prepare a Preliminary Drainage Report summarizing the detail hydrologic and hydraulics information of the existing and proposed drainage facilities. The report will contain all calculations; shed maps showing tributary areas to each drainage system, wetland delineations to be avoided, and assumptions and recommendations for drainage facilities to be employed in both the interim and future conditions. Exhibits showing each pipe run, invert flow lines, and hydraulic grade lines will accompany the hydraulic calculations.

1.7 ALIGNMENT ALTERNATIVE ANALYSIS

Wood Rodgers will utilize information from the South Mather Roadway Feasibility Study, supplemented with information obtained from the efforts above, to prepare alternative roadway alignments. The alternative analysis will allow the City of Rancho Cordova and County of Sacramento to select the alignment that meets the needs of the community. Specifically, Wood Rodgers will prepare at least two alternatives for the following roadway segments;

- Douglas Road west of Eagles Nest Road to the Excelsior Road alignment.
- Douglas Road at and near the Folsom South Canal crossing (to address right-of-way and environmental constraints).
- Eagles Nest Road between Woodring Drive and Kiefer Boulevard.

In order to perform the alignment studies efficiently, Wood Rodgers will utilize the GIS Base Map and Orthographic Photograph as described above, supplemented with available LIDAR topographic information. Detailed aerial topographic base mapping will be developed during the preliminary design phase to follow. This will allow the alignment studies to proceed prior to development of the aerial topographic base mapping, and will ensure that the detailed mapping area is focused on the areas where it is required.

Wood Rodgers will use topographic mapping based on LIDAR that we obtained from Sacramento County until aerial photographic mapping is prepared for the project. The LIDAR mapping of the project area was part of 385 square miles of mapping with 2' contours prepared by Merrick and Company under a 2004 contract to Sacramento County. The contour accuracy meets or exceeds +/- 1' vertical and +/- 1.5' horizontal @ 90 percent confidence level.

Each alternative will include layouts, profiles, and typical cross-sections as necessary to obtain City/County concurrence of the preferred alternative. The goal will be to gain approval of the preferred alternative from the City/County and to verify the Project Impact Area map for environmental studies, right-of-way acquisition, preliminary engineering, and PS&E development. This methodology will ensure the projects footprint is set as early as possible and avoid the likelihood of changes in the latter phases of project development.

1.8 BRIDGE ADVANCE PLANNING STUDIES

Wood Rodgers will conduct bridge feasibility studies, otherwise known as bridge Advance Planning Studies (APS), followed by Bridge Type Selection, for the two project locations requiring bridge crossings:

1.8.1. Douglas Road over Folsom South Canal – This 212-foot-long, two-lane concrete I-girder bridge, constructed in 1970 will be either widened or replaced. The width of the existing bridge is approximately 34'-8", allowing two 16-foot lanes and barrier railings. The new bridge will need enough width for 6 lanes of traffic, shoulders/bike lanes and sidewalks. Because of the age of the bridge and the types of details used in its construction, it may require seismic retrofitting. Upon completion of mapping, preliminary geotechnical studies and preliminary roadway geometrics, a bridge Advance Planning Study (APS) and cost estimate will be prepared for the widening and the conceptual seismic retrofit of the bridge. Because of the complex nature of bridge seismic response, the cost estimate for seismic retrofitting will be inexact until the more

detailed analysis of Bridge Retrofit Strategy (to follow) is conducted. A second APS and cost estimate will be prepared for a new bridge, most likely constructed in stages, to replace the existing bridge entirely. For either option, hydraulic clearance will not be an issue because of the high profile of the crossing. Planned or existing utilities, including the 16-inch water main currently attached to the side of the bridge, will be incorporated in the design and placed between the girders or in the bridge sidewalks, as appropriate. A brief report, outlining these options and their costs, along with an APS drawing for each option will be presented. Both the widening and replacement alternatives will be developed with minimal impact to the Bureau of Reclamation's (USBR) channel and banks. A recommendation as to bridge replacement or widening/retrofit will be deferred until more detailed analyses are performed during the Type Selection/Retrofit Strategy phase of the project. The APS Report will be submitted to the agencies, as well as the USBR, for review and comment.

1.8.2. **Douglas Road-Excelsior Road over Morrison Creek** – This bridge will likely be similar in length and type to the crossing of Excelsior Road over the same creek, but will have sufficient width to accommodate 4 lanes of traffic, shoulders and sidewalks. Upon completion of mapping, hydrology and hydraulic analyses, preliminary geotechnical studies and preliminary roadway geometrics, a bridge APS will be prepared for this site. This crossing will likely be a single or two-span slab bridge, but the feasibility of a girder type bridge will also be evaluated. Particular attention will be given to clearing the design flood plus a minimum 2 feet of freeboard. Small dry utilities will be accommodated in the sidewalks and barriers. As with the other bridge, a report including an APS drawing for the preferred bridge type, a cost estimate and brief discussion of the options at this site will be presented. The APS Report will be submitted to the agencies for review and comment.

There are several culverts of various dimensions in the overall project. These are anticipated to be of standard design, sized to meet hydraulics requirements. Therefore, these culverts will be reported without the need for the detailed structure planning studies undertaken for the bridge crossings.

Wood Rodgers

Estimated Budget for Professional Engineering Services

for

South Mather Roadways Phase I

City of Rancho Cordova

DIRECT LABOR	Hours	Rate	Total	
Principal-in-Charge	62	$185.00	$11,470.00	
Project Manager	632	$150.00	$94,800.00	
Engineer III	738	$125.00	$92,250.00	
Engineer II	8	$115.00	$920.00	
Engineer I	520	$95.00	$49,400.00	
Principal Surveyor	22	$185.00	$4,070.00	
Project Surveyor	76	$145.00	$11,020.00	
Survey Crew (2-Person)	60	$220.00	$13,200.00	
Assistant Engineer/CAD Technician	466	$85.00	$39,610.00	
Admin/Clerical	64	$60.00	$3,840.00	
	Total - Direct Labor			**$305,270.00**
OTHER COSTS				
• Aerial Photography			$21,200.00	
• Mileage/Reproduction/Other Direct Costs			$2,000.00	
	Total Other Costs			**$23,200.00**
	TOTAL - Wood Rodgers			**$328,470.00**
SUBCONSULTANTS				
• Blackburn - Geotechnical			$29,180.00	
	TOTAL - Subconsultants			**$29,180.00**
	TOTAL COST NOT TO EXCEED			**$357,650.00**

• ***Blackburn - Geotechnical***

DIRECT LABOR	Hours	Rate	Total	
Sr. Project Manager	24	$170.00	$4,080.00	
Project Manager	136	$150.00	$20,400.00	
Project Engineer	0	$110.00	$0.00	
Assistant	24	$75.00	$1,800.00	
Drafting	0	$100.00	$0.00	
			$26,280.00	
OTHER COSTS			**$2,900.00**	
	Blackburn TOTAL			***$29,180.00***

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

South Mather Roadways
Phase I
Estimated Labor Hours

Task Description	WOOD RODGERS, INC.											Blackburn Consulting						Grand Total Hours
	Principal Engr	Project Manager	Senior Engineer / Designer II	Engineer I	Designer	Engineering Technician	Surveyor	Admin Assistant / CAD Tech II	Admin / Clerical	TOTAL HOURS	Sr. Project Manager	Project Manager	Project Engineer	Assistant	Drafting	Total	
PHASE I - PROJECT SCOPING	62	632	738	8	520	22	76	60	466	64	2648	24	136	0	24	0	184	2832
Task 1.1- Project Management	24	232	48							28	332							
Task 1.2 - Preliminary Research	4	24	8		36	4	8		40	8	132							
Task 1.3 - Field Investigation	4	8	4	8		2	4				30							
Task1.3.1 - Preliminary Geotech/Geologic Review	2	4	8								14	4	44		2		50	
Task 1.3.2 - ISA Report		8	4								12	20	92		22		134	
Task 1.4 - GIS Base Map		8	16			16	24		110		174						0	
Task 1.5 - Orthographic Photo		4	8				40	60			112							
Task 1.6 - Preliminary Hydraulic Analysis	4	24	74		224				36	12	374							
Task 1.7 - Alignment Alternative Analysis	12	112	568		196				240	16	1144							
Task 1.8 - Bridge APS											0							
Task 1.8.1 -Folsom S. Canal Bridge	8	168			40				24		240							
Task 1.8.2 -Morrison Creek Bridge	4	40			24				16		84							
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

EXHIBIT B

COMPENSATION SCHEDULE

WOOD RODGERS

WOOD RODGERS, INC.

FEE SCHEDULE

Effective January 1, 2006

CLASSIFICATION	STANDARD RATE
Principal Engineer/Hydrogeologist/Surveyor/Planner/LA*II	$185 - $200
Principal Engineer/Hydrogeologist/Surveyor/Planner/LA*	$150 - $175
Engineer/Hydrogeologist/Surveyor/Planner/LA*-III	$125 - $155
Engineer/Hydrogeologist/Surveyor/Planner/LA*-II	$115 - $140
Engineer/Hydrogeologist/Surveyor/Planner/LA*-I	$95 - $125
Assistant Engineer/LA*	$85 - $115
Resident Engineer	$135 -$160
Inspector/Construction Project Manager	$95 - $105
Cad Technician-III	$95 - $105
Cad Technician-II	$85 - $95
Cad Technician-I	$75 - $85
Field Technician III	$85
Field Technician II	$80
Field Technician I	$70
Lab Technician ll	$75
Lab Technician l	$65
Project Coordinator	$70 - $90
Administrative Assistant	$60 - $70
2-Person Survey Crew	$160 - $220
3-Person Survey Crew	$220 - $300
Materials & Direct Charge	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect.

Blueprints, reproductions, and outside services and consultants will be charged at vendor invoice. Auto mileage will be charged at 44.5 cents per mile.

Fee Schedule subject to change January 1, 2007.

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER AND PUBLIC WORKS DIRECTOR TO EXECUTE LETTERS CERTIFYING THAT RIGHTS-OF-WAY HAVE BEEN ACQUIRED FOR FEDERALLY FUNDED PROJECTS IN ACCORDANCE WITH FEDERAL REGULATIONS**

RECOMMENDATION

It is recommended that City Council authorize the City Manager and Public Works Director to execute letters certifying that rights-of-way have been acquired for federally funded projects in accordance with federal regulations.

RESULT OF RECOMMENDED ACTION

Approval by City Council would authorize the City Manager and Public Works Director to execute right-of-way certification documents on behalf of the City for the Folsom Boulevard Beatification Project, and future federally funded projects which may require new rights-of-way or easements within the City of Rancho Cordova.

BACKGROUND

The proposed Folsom Boulevard Beautification Project includes new street signal and lighting improvements in addition to the streetscape enhancements. The new signals and lighting will be located on the south side of Folsom Boulevard within Sacramento Regional Transit right-of-way.

Right-of-way certification is required by Caltrans prior to authorizing advertisement of the project for bid. City Council approval of the attached resolution will allow the City Manager and Public Works Director to execute the required certifications.

FISCAL IMPACT

Council authorization would allow the City Manager and Public Works Director to execute right-of-way certifications which are a requirement of federal grants.

ATTACHMENT

Resolution 140-2006

AGENDA ITEM # 19

CITY OF RANCHO CORDOVA

RESOLUTION NO. 140-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER AND PUBLIC WORKS DIRECTOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR PURPOSES OF CERTIFYING THAT RIGHTS-OF-WAY HAVE BEEN ACQUIRED FOR FEDERALLY FUNDED PROJECTS IN ACCORDANCE WITH FEDERAL REGULATIONS

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Manager and Public Works Director are herby authorized to execute on behalf of the City of Rancho Cordova, a municipal corporation, all right-of-way certifications required by the State of California, Department of Transportation and the federal government pertaining to certifying that rights-of-way have been acquired according to the regulations for federally funded projects.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **PUBLIC HEARING ON RESOLUTION ORDERING DELINQUENT REFUSE SERVICE CHARGES BE COLLECTED ON THE TAX ROLL**

RECOMMENDATION

1) Convene a Public Hearing to receive comments on the attached Resolution No. 137–2006 Ordering Delinquent Refuse Service Charges Be Collected On The Tax Roll; and

2) Adopt Resolution No. 137–2006 Authorizing Delinquent Refuse Service Charges To Be Collected On The Tax Roll; and

3) Direct the City Clerk to file a copy of the delinquent service charges report with the County Auditor on or before August 25, 2006.

BACKGROUND AND SUMMARY

The Collection Services Contract ("Contract") between the City of Rancho Cordova and Allied Waste Services ("Allied") for residential garbage collection and recycling requires Allied to provide billing services to residential solid waste accounts in Rancho Cordova. The Contract also requires the City to assist Allied with the lien process for the collection of delinquent solid waste accounts.

The City Council is required to approve two separate Resolutions prior to recording liens on delinquent solid waste accounts. The first resolution establishes the *intent* of the City Council to transfer delinquent solid waste accounts to the tax rolls, and establishes the date for a public hearing. This first resolution was adopted by the Council on June 5, 2006 (Resolution No. 79-2006 in Attachment A). The Resolution established that a Public Hearing of the City Council would be convened on July 17, 2006 at 7:00 p.m. to take comments from the public regarding the transfer of delinquent solid waste accounts to the tax roll.

At the conclusion of the Public Hearing, the Council will be asked to approve the second resolution titled "A Resolution of the City Council of the City of Rancho Cordova Ordering Delinquent Refuse Service Charges Be Collected On the Tax Roll." (Resolution No. 137-2006 in Attachment B).

AGENDA ITEM #20

FINANCIAL ANALYSIS[1] [2]

- Residential accounts with garbage bills 180 days past due: 303
- Total delinquent amount 180 days past due: $ 44,912.97

The total delinquent amount is comprised of the following three components:

- Allied Service Fee: $ 40,421.67
- City Franchise Fee (10%): $ 4,491.28
- Penalty (10%): $ 4,491.28

Total **$ 49,404.23**

(1) Please note that on June 5, 2006 when the Council approved Resolution 97-2006, there were 484 past due accounts in the amount of $71,066.86.

(2) Please also note that this information reflects the delinquent account status as of Tuesday, June 27, 2006. The amount to be submitted to the County Auditor's Office in late August will be reduced by the number of current delinquent accounts that submit payment in the interim.

Public Notification Process

As required by the County Assessors Office for the property tax lien process, Allied has sent two letters to delinquent solid waste accounts, including the first on May 12, 2006 (Attachment C) and the second on June 30, 2006 (Attachment D).

Two (2) Lien Processes

The following information was included in the June 5 staff report on the lien process for delinquent solid waste accounts. It is included in this staff report for the convenience of Council.

Prior to execution of the Collection Services Contract with Allied, the County of Sacramento Utility Billing Service (CUBS) provided Customer Service and Billing for Rancho Cordova residents. CUBS has historically administered two separate lien processes for delinquent accounts, including the "Property Tax Collection Process" and the "Utility Lien Collection Process".

Property Tax Collection Process

- This staff report and attached resolution are in support of the Property Tax Collection Process.
- The Sacramento County Assessors office places delinquent utility charges on the property tax rolls.
- Under the Property Tax Collection Process, the delinquent utility charges are placed on the property tax roll annually in August, and collected by the County the following December and March, and remitted to the City in January and May.
- The primary *advantage* of the Property Tax Collection Process is that delinquent utility charges are collected annually. The primary *disadvantage* of the Property Tax

Collection Process is the amount collected on the tax rolls may not reflect the total amount of the delinquent charges.

- On May 12, 2006, Allied sent a "lien notification letter" to Rancho Cordova solid waste accounts that were delinquent on March 1, 2006. (Attachment C).
- On June 5, 2006, the Council adopted Resolution No. 79-2006 (Attachment A), which established the *intent* of Council to transfer delinquent solid waste accounts to the tax rolls for collection.
- On July 7, Allied sent a second "lien notification letter" to delinquent solid waste accounts (Attachment D).
- Resolution No. 137-2006 (Attachment B) orders delinquent solid waste accounts to be placed on the tax rolls for collection.

Utility Lien Collection Process

- The Sacramento County Recorders office records utility liens, which stay with the property until the City issues a "lien release" letter.
- The Utility Lien Collection Process insures payment of delinquent utility charges when a property changes ownership.
- The primary *advantage* of the Utility Lien Collection Process is that the lien amount must be paid in full before a property that is changing ownership closes escrow. The primary *disadvantage* of the Lien Collection Process is that delinquent utility charges are collected only when a property changes ownership.
- Allied will implement the Utility Lien Collection Process shortly.

Allied and City staff intend to implement these two lien processes concurrently, which is the system that has been used historically by Sacramento County. This combined system provides the most efficient method for Allied to recover delinquent solid waste charges. Staff will report back shortly on the implementation of the Utility Lien Collection Process.

CONCLUSION

For additional information, please feel free to contact Wayne Moeller at Allied Waste Services at (916) 463-0223.

ATTACHMENT

1. Resolution No. 79-2006 Adopted by Council on June 5, 2006
2. Resolution No. 137-2006 Proposed to be Adopted by Council on July 17, 2006
3. First Lien Notification Letter Template sent May 12, 2006
4. Second Lien Notification Letter Template sent July 7, 2006

Attachment 1

Resolution No. 79-2006

A Resolution of the City Council of the City of Rancho Cordova to Transfer Delinquent Refuse Service Charges to Tax Bill

(Adopted by Council on June 5, 2006)

CITY OF RANCHO CORDOVA

RESOLUTION NO. 79-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA TO TRANSFER DELINQUENT REFUSE SERVICE CHARGES TO TAX BILL

WHEREAS, in 2004 the City of Rancho Cordova executed the Collection Services Contract with Allied Waste Services for the provision of residential solid waste collection and recycling services; and

WHEREAS, the Collection Services Contract requires Allied to bill residential solid waste accounts for garbage collection and recycling services; and

WHEREAS, the Collection Services Contract requires Allied to administer the lien process for delinquent solid waste accounts, and for the City to assist Allied in the lien process; and

WHEREAS, the property tax collection process has been used by the County of Sacramento for many years to collect delinquent utility charges; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that it is the opinion of the Council that the public interest and convenience require and that it is the intention of this Council to order delinquent refuse charges and late penalties collected on the tax roll at the time and in the manner as the general tax levy for County purposes.

BE IT FURTHER RESOLVED that this Council hereby gives notice that it sets July 17, 2006 at the hour of 7:00 p.m. in the Chambers of the City Council of the City of Rancho Cordova located at 2729 Prospect Park Drive in the City of Rancho Cordova, California, as the time when and the place where any and all persons having objections to the proposed collection of delinquent refuse charges and late penalty on the tax roll may appear before this Council and show cause why the proposed action herein described should not be carried out in accordance with this Resolution, and

BE IT FURTHER RESOLVED that this Council hereby gives notice that any owner of property liable to be assessed for a delinquent refuse charge may, at any time not later than the hour set for hearing objections to the proposed collection of such delinquent charges on the tax roll, make and file with City Clerk a written protest against the proposed action herein described or against the amount of such charges or both.

BE IT FURTHER RESOLVED that the City Clerk shall cause this Resolution to be published twice in the Grapevine Independent, a newspaper published and circulated in said City of Rancho Cordova, which said newspaper is hereby designated for that purpose.

PASSED AND ADOPED THIS 6th day of June 2006, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

Attachment 2

Resolution No. 137-2006

A Resolution of the City Council of the City of Rancho Cordova Ordering Delinquent Refuse Service Charges Be Collected On the Tax Roll

(Proposed to be Adopted by Council on July 17, 2006)

CITY OF RANCHO CORDOVA

RESOLUTION NO. 137-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING DELINQUENT REFUSE SERVICE CHARGES TO BE COLLECTED ON THE TAX BILL

WHEREAS, in 2004 the City of Rancho Cordova executed the Collection Services Contract with Allied Waste Services ("Allied") for the provision of residential solid waste collection and recycling services; and

WHEREAS, the Collection Services Contract requires Allied to bill residential solid waste accounts for garbage collection and recycling services; and

WHEREAS, the Collection Services Contract requires Allied to administer the lien process for delinquent solid waste accounts, and for the City to assist Allied in the lien process; and

WHEREAS, the property tax collection process has been used by the County of Sacramento for many years to collect delinquent utility charges; and

WHEREAS, Allied did, on the 5th day of June, 2006, file with the Clerk of the City Council of the City of Rancho Cordova a written report containing a description of each parcel of real property and the amount of the delinquent refuse service charges proposed to be collected on the tax roll, and

WHEREAS, the City Council subsequently did, on the 5th day of June, 2006, adopt a Resolution of Intention No. 79-2006 to order delinquent refuse service charges and late penalties to be collected on the tax roll at the same time and in the same manner as the general tax levy for County purposes, and

WHEREAS, the Clerk of said City Council has duly caused notice by publication in the time, form and manner provided by law, of the time when and the place where any and all persons having any objections to the proposed collection should not be carried out, and

WHEREAS, this is the time and place set for hearing on said matter, and

WHEREAS, said City Council has received no objections or protests of any kind or nature against the proposed action or against the amount of such charges.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the delinquent refuse service charges report provided by Allied is hereby adopted, confirmed, ratified and approved.

BE IT FURTHER RESOLVED that Allied is hereby authorized and directed to delete from the report any and all delinquent accounts which are paid in full on or before the 25th day of August, 2006.

BE IT FURTHER RESOLVED that Allied will provide the City with a revised report on or before the 25th day of August, 2006 in the format required by the County Auditor.

BE IT FURTHER RESOLVED that the Clerk of the City Council shall, on or before the 25th day of August, 2006, file a copy of said report with the County Auditor with a statement endorsed thereon over her signature that it was adopted by said City Council.

PASSED AND ADOPED THIS 17th day of July 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Attachment 3

First Lien Notification Letter Template

Sent May 12, 2006

Allied Waste Services
3326 Fitzgerald Road
Rancho Cordova, CA 95742
Phone 916.463.0230
www.disposal.com

May 12, 2006

John Smith
1234 Main Ave
Rancho Cordova, CA 95615

Account # 12345678
Parcel # 87654321

Dear Customer:

A review of our files shows that the above mentioned account has delinquent charges as of March 1, 2006.

Charges which remain delinquent after March 1 may be transferred to the annual County Property Tax bill and be assessed an additional 10% penalty.

Please be advised that utility charges to all improved property are the sole responsibility of the owner of record. The owner of record is also responsible for providing adequate refuse services for his/her tenant.

PLEASE SEND PAYMENT OF DELINQUENT CHARGES TO:

ALLIED WASTE SERVICES
PO BOX 1234
RANCHO CORDOVA, CA

Sincerely,

Allied Waste Services

Attachment 4

Second Lien Notification Letter Template

Sent July 7, 2006

ALLIED WASTE

July 12, 2006

«BILL_TO»
«Bill_ADDRESS»
«Bill_CITYSTZIP»

Account # «Account»
Parcel # «Customer_Comment»
Service Address: «SERVICED_AT», «CITYSTZIP»

Dear Customer:

Allied Waste is your garbage and recycling collection services provider.

A review of our files shows that the above mentioned account has delinquent charges of «Over_150_Amt» as of March 1, 2006.

If payment is not made by July 15th, your account will be listed in a report of delinquent fees. On July 17, 2006 at 7:00 PM, 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 City Council Chambers located at 2729 Prospect Park Drive
Rancho Cordova, CA for the purpose of hearing the report and any objections or protests to the report. The City Council may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed and delinquent accounts together with a ten percent penalty will be sent to the County of Sacramento and will be collected with your property tax.

Please be advised that utility charges to all improved property are the sole responsibility of the owner of record. The owner of record is also responsible for providing adequate refuse services for his/her tenant.

PLEASE SEND PAYMENT OF DELINQUENT CHARGES TO:

Allied Waste Services #922
P. O. Box 79059
Phoenix, AZ 85062-9059

Should you have questions, please call our office at (916) 638-9000, between 8 AM and 5 PM, Monday through Friday, except holidays.

Sincerely,
Allied Waste Services

MEMORANDUM

DATE: July 17, 2006

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **ADDENDUM FOR ITEM 20 – REVISION OF RESOLUTION NO. 137-2006 TO INCLUDE CITY AUTHORITY**

In order to satisfy the processing requirements of the County Auditor, recitals in Resolution No. 137-2006 have been modified to include references to the California Government Code and the City's Municipal Code which grant the City authority to collect delinquent garbage fees or charges via the property tax collection process. Attached please find the revised resolution.

ATTACHMENT(S)

1. Resolution No. 137-2006, A Resolution Authorizing Delinquent Refuse Service Charges to be Collected on the Tax Bill

AGENDA ITEM #20

CITY OF RANCHO CORDOVA

RESOLUTION NO. 137-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING DELINQUENT REFUSE SERVICE CHARGES TO BE COLLECTED ON THE TAX BILL

WHEREAS, in 2004 the City of Rancho Cordova executed the Collection Services Contract with Allied Waste Services ("Allied") for the provision of residential solid waste collection and recycling services; and

WHEREAS, the Collection Services Contract requires Allied to bill residential solid waste accounts for garbage collection and recycling services; and

WHEREAS, the Collection Services Contract requires Allied to administer the lien process for delinquent solid waste accounts, and for the City to assist Allied in the lien process; and

WHEREAS, pursuant to California Government Code section 38790.1, the City of Rancho Cordova may collect delinquent garbage fees or charges in the same manner as the County of Sacramento, which is granted such authority pursuant to Government Code section 25831, and

WHEREAS, the County of Sacramento, pursuant to County Code 6.20.530, has authorized the collection of delinquent garbage fees or charges via the property tax collection process; and

WHEREAS, pursuant to Ordinance No. 21-2003, the City of Rancho Cordova has adopted Chapter 6.20 by reference and made it a part of the Rancho Cordova Municipal Code; and

Deleted: WHEREAS, the property tax collection process has been used by the County of Sacramento for many years to collect delinquent utility charges; and

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WHEREAS, Allied did, on the 5th day of June, 2006, file with the Clerk of the City Council of the City of Rancho Cordova a written report containing a description of each parcel of real property and the amount of the delinquent refuse service charges proposed to be collected on the tax roll, and

WHEREAS, the City Council subsequently did, on the 5th day of June, 2006, adopt a Resolution of Intention No. 79-2006 to order delinquent refuse service charges and late penalties to be collected on the tax roll at the same time and in the same manner as the general tax levy for County purposes, and

WHEREAS, the Clerk of said City Council has duly caused notice by publication in the time, form and manner provided by law, of the time when and the place where any and all persons having any objections to the proposed collection should not be carried out, and

WHEREAS, this is the time and place set for hearing on said matter, and

WHEREAS, said City Council has received no objections or protests of any kind or nature against the proposed action or against the amount of such charges.

AGENDA ITEM # 20

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the delinquent refuse service charges report provided by Allied is hereby adopted, confirmed, ratified and approved.

BE IT FURTHER RESOLVED that Allied is hereby authorized and directed to delete from the report any and all delinquent accounts which are paid in full on or before the 25th day of August, 2006.

BE IT FURTHER RESOLVED that Allied will provide the City with a revised report on or before the 25th day of August, 2006 in the format required by the County Auditor.

BE IT FURTHER RESOLVED that the Clerk of the City Council shall, on or before the 25th day of August, 2006, file a copy of said report with the County Auditor with a statement endorsed thereon over her signature that it was adopted by said City Council.

PASSED AND ADOPED THIS 17th day of July 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: July 17, 2006

TO: Honorable Mayor and City Council

FROM: Cyrus Abhar, Public Works Director
Joseph Chapman, City Attorney's Office

SUBJECT: **PUBLIC HEARING REGARDING INTENT TO GRANT WATER FRANCHISES TO THE GOLDEN STATE AND CALIFORNIA AMERICAN WATER COMPANIES; RESOLUTION OF INTENT TO GRANT A WATER FRANCHISE TO THE GOLDEN STATE AND CALIFORNIA AMERICAN WATER COMPANIES**

RECOMMENDATION

1. Open the public hearing, receive testimony, and close the public hearing.
2. Adopt Resolution No. 138-2006.

RESULT OF RECOMMENDED ACTION

Passage of this resolution will indicate the intention of the City to grant water franchises to the Golden State Water Company and California American Water Company for purposes of operating and maintaining water pipelines within the City's rights-of-way. The resolution will also set an additional public hearing date for consideration of the franchises.

BACKGROUND

On June 5, the Council adopted Resolution 80-2006 announcing its intention to negotiate with and issue water franchises to the Golden State and California-American Water Companies and setting a public hearing on the matter for tonight's agenda. Unfortunately, a reference to a requirement for a surety bond was omitted from the resolution of intent adopted by the Council. In order to comply with state law on the matter, it is necessary to adopt a new resolution of intent with the required bond information. An additional public hearing date of September 5, 2006, will be set for discussion on the water franchise ordinances in accordance with the terms of the attached resolution.

Existing Franchises

As was indicated in staff's previous agenda report on the matter, the Golden State Water Company ("Golden State") and the California American Water

Company ("Cal-Am") currently provide water to different portions of the City. Both entities are currently subject to 50-year franchise agreements they entered into with the County. Southern Cal's franchise will end in 2010, while Cal-Am's franchise will end in 2030. Each franchise gives the companies the right to construct, maintain and operate water lines and other necessary appurtances in, across and along all public streets and rights-of-way within the City. The City, upon incorporation, succeeded the County as grantor with respect to the franchises.

Application for New Franchises

Following incorporation, City staff was contacted about adopting new water franchise agreements by both Golden State, which at the time was operating under the name "Southern California Water Company," and Cal-Am. Each company submitted a request for a new franchise. However, processing of new franchises was halted following objections from the Sacramento County Water Agency and Cal-Am regarding the proposed boundaries of the franchises. Objections were made to the fact that since the proposed franchise areas would cover the entirety of the City, the franchise areas would overlap with the County's service area and with each private provider's service area. The County is responsible for providing water service to the majority of properties in the City. Since that time, City staff has met with both companies and the County and the issue has been resolved.

Both companies are now seeking the grant of a water franchise for a 30-year period, running contiguous with their current service boundaries as authorized by the State Public Utilities Commission. Finally, each company will pay franchise fees in accordance with the rates set by the Franchise Act of 1937 (Public Utilities Code Sections 6201, et seq.). In accordance with Public Utilities Code Section 6231, each company will pay franchise fees to the City totaling 2% of the company's gross annual receipts arising from the use, operation or possession of the franchise, except that this payment shall be not less than 1% of the gross annual receipts from the sale of water within the limits of the City.

The new franchise agreements, upon adoption by the City and acceptance by Golden State and Cal-Am, will supersede the existing franchise agreements.

Procedure for Adoption

1. Following receipt of an application for a water franchise, the Council may pass a resolution stating its intent to grant the franchise.
2. A public hearing on the matter must then be held no earlier than 20 days and no later than 60 days following passage of the resolution.
3. Following the hearing, the Council may grant the franchise pursuant to ordinance.

4. The franchise will then become effective once the water company files written acceptance thereof with the City Clerk.

REQUESTED MOTION

"I move that the City Council adopt a resolution of intent to grant water franchises to the Golden State Water Company and the California-American Water Company."

ATTACHMENT

Resolution No. 138-2006

CITY OF RANCHO CORDOVA

RESOLUTION NO. 138-2006

A RESOLUTION OF THE CITY COUNCIL OF RANCHO CORDOVA ANNOUNCING ITS INTENTION TO GRANT WATER FRANCHISES TO THE GOLDEN STATE WATER COMPANY AND TO THE CALIFORNIA-AMERICAN WATER COMPANY

WHEREAS, the Golden State Water Company ("Golden State") and the California-American Water Company ("Cal-Am") are the current grantees of water franchises applicable to separate and distinct portions of the City of Rancho Cordova ("City"); and

WHEREAS, these franchises were granted by the County of Sacramento, of which the City has, upon incorporation, succeeded as grantor; and

WHEREAS, Golden State and Cal-Am desire to enter into new franchises with the City and as such have applied to the City for new franchises to replace the existing franchises by and between the City and Golden State and Cal-Am; and

WHEREAS, the City Council desires to negotiate and grant water franchises to Golden State and Cal-Am;

NOW THEREFORE, the City Council of the City of Rancho Cordova hereby resolves that:

1. It is the intention of the City Council to negotiate and grant a water franchise to the Golden State Water Company. The Golden State Water Company has applied for a water franchise contiguous with its current service boundaries as authorized by the State Public Utilities Commission, for a 30-year period, and paying annual franchise fees in accordance with the Franchise Act of 1937 (Public Utilities Code Sections 6201 et seq.).

2. It is the intention of the City Council to negotiate and grant a water franchise to the Californian-American Water Company. The California-American Water Company has applied for a water franchise contiguous with its current service boundaries as authorized by the State Public Utilities Commission, for a 30-year period, and paying annual franchise fees in accordance with the Franchise Act of 1937 (Public Utilities Code Sections 6201 et seq.).

3. In accordance with Public Utilities Code Section 6301, the City Council intends to require the Golden State and California-American Water Companies to file a corporate surety bond running to the City in a penal sum of fifteen thousand dollars

($15,000) and conditioned that the grantees shall well and truly observe, fulfill, and perform each term and condition of the franchise, and that in case of any breach of condition of the bond the amount of the penal sum shall be recoverable by the City.

4. In accordance with Public Utilities Code Section 6232, a public hearing, where all persons having an objection to the granting of a water franchise to the Golden State Water Company or the California-American Water Company may appear before the City Council and be heard, shall be held on September 5, 2006, during the regularly scheduled City Council meeting to be held on that date, which will begin at 5:30 p.m. and will be held at 2729 Prospect Park Drive in Rancho Cordova.

5. Rancho Cordova Resolution 80-2006 is hereby repealed and superseded by this Resolution 138-2006.

6. The City Clerk is directed to, within 15 days of the passage of this Resolution, publish notice of the hearing once in the Grapevine Independent in accordance with the provisions of Public Utilities Code Sections 6232 and 6233.

ADOPTED, THIS 17th day of July, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: July 17, 2006

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: **"THE PRESERVE AT SUNRIDGE"**

RECOMMENDATION

Move the City Council: adopt Resolution 105-2006 certifying the FEIR and adopting a Statement of Over-riding Considerations; adopt Resolution 106-2006 approving an amendment to mitigation measures BR-2 and BR-4 (with further revisions as specified in mitigation measure MM 4.9.10 of the FEIR) in the Sunrise Douglas Community Plan: introduce and waive first reading of Ordinance 40-2006 approving The Preserve at Sunridge Special Planning Area Rezone and Handbook; consider Resolution 108-2006 a Tentative Subdivision Map for The Preserve at Sunridge, subject to the Conditions of Approval Sections 1 and 2 and Appendix B1, formal adoption at August 7th meeting: and introduce and waive first reading of Ordinance 41-2006 accepting the terms of the draft Development Agreement, as submitted.

RESULT OF RECOMMENDED ACTION

The Preserve of Sunridge (the project) approval will allow the orderly development of a key parcel within the Sunridge area. This project will provide key roadway connections, diverse housing opportunities, regional and local open space connections, a primary community park and a "Town Center" commercial node to support the new residential development. The integration of this well designed project, as a whole, will complement and promote the goals and objectives of "City Building" of the General Plan.

INTRODUCTION

The purpose of this staff report is to address the technical and statutory requirements associated with this project. This report presents the collective facts found within the Environmental Impact Report (EIR) for the project, and accompanying documents, to support the City with its ultimate decision regarding this project. This report also presents information upon which statutory findings ultimately can be made, relating to consistency of the proposed project with the City's recently adopted General Plan. In addition, the Subdivision Map Act requires the City to make certain findings in order to approve land divisions. Lastly, this report provides the justification for entering into a Development Agreement, according to the provisions of State law.

The Sacramento County Board of Supervisors approved the Sunrise Douglas Community Plan (SDCP) in July 2002. The Preserve at Sunridge project site is located at the center of the SDCP area. The SDCP established the overall conceptual framework and policy direction for the urbanization of the approximately 6,015 acre SDCP area. The SDCP area was designated as an Urban Growth Area, indicating the County's intention to allow urbanized land uses in the

area during the current planning horizon. Prior to adopting the SDCP and Sunridge Specific Plan (SRSP), the County Board certified the SDCP/SRSP EIR. (The proposed project site falls within portions of Villages "C" and "F" in the SDCP.)

In November 2003, River West Investments submitted a development application for the 530-acre proposed project site. In August 2004, during the early stages of the plan development, City staff worked with the City Council in a study session, in advance of a City-sponsored design charrette, held from November 15-18, 2004. The intent of the charrette, attended by City staff, City leaders, the Cordova Recreation and Park District, the Elk Grove Unified School District, and the applicant team and its consultants, was to design the project layout, test commercial market assumptions, and develop a residential product mix. The design principles considered during the charrette process were based on the principles embodied in the Rancho Cordova "Vision Book", the Rancho Cordova Urban Design Workshop Results, the SDCP, the project application and other supporting information for the proposed project. The site plan proposed by the applicant resulted from this process.

The project, now owned by River West and Forecast Homes, has been redesigned several times in response to the evolving design expectations of the City. The most recent design effort was focused on the City's parks and open space requirements, which the proposed project will meet. Significant effort has been expended to achieve a design that meets the City's expectations. Appropriate pedestrian links and open space connections are provided to each of the points that City staff identified as important.

Project Description

The project site is surrounded on all sides by existing and proposed development with approved projects to the north, east and west, and the proposed Suncreek Specific Plan to the south.

The project is generally consistent with the existing Sacramento County General Plan and the SDCP, which designated the site for urbanized development with low and medium density residential, commercial/offices, parks, and schools. The project is a subsequent development within the SDCP, and the associated land uses were components of the SDCP, and evaluated in the certified SDCP/SRSP EIR. The project as proposed includes a 92.4 acre wetland preserve, which was not included in the land use mix in the SDCP (or evaluated in the SDCP/SRSP EIR).

The proposed project is also located in the Suncreek/Preserve Planning Area, as described in the Rancho Cordova General Plan. The Suncreek/Preserve Planning Area includes the proposed project and the proposed Suncreek Specific Plan area, which is adjacent to the project's eastern and southern boundaries. This area is anticipated to eventually have approximately 9,830 dwelling units, with a residential population of approximately 26,840 people. The urban context of this area is well defined in the goals and policies of the Rancho Cordova General Plan Land Use Element.

The commercial component of the proposed project would have approximately fifteen commercial building pads, consisting of single and two story buildings, as shown in Exhibit 9 of the SPA Handbook. The project would result in the realignment of the existing Morrison Creek corridor, which would be realigned through the existing transmission corridor and serve as a drainage channel to convey flows from the proposed project. As referenced above, the project would also include a wetland preserve on approximately 92.4 acres in the southwestern portion of the site.

The proposed project includes many of the urban design attributes identified in the City's adopted General Plan and adopted Design Guidelines. For example, the plan follows the town/village/neighborhood center hierarchy, originally incorporated in the Vision Book. It promotes pedestrian connectivity, accessibility by means other than the automobile, and a roadway system based on a grid, to serve public safety services and minimize traffic congestion. The proposed project supports these principles by creating a livable community connected to local and regional open spaces and trails.

Staff has received several written and verbal comments in opposition to the project, many of which have expressed the potential for litigation. A few comments received asked that an EIR/EIS be prepared for the project to analyze the project's environmental impacts under NEPA. The City received comments from the United States Environmental Protection Agency, the United States Fish and Wildlife Service, Friends of the Swainson's hawk, the California Native Plant Society, and the Sacramento Urban Creeks Council.

Federal agencies have different standards and criteria for analyzing environmental impacts, which are separate processes from compliance with California Environmental Quality Act (CEQA). *Note: Compliance with CEQA and approval of the proposed General Plan Amendment, the Rezone and Tentative Subdivision Map are local agency actions that are not under the jurisdiction of any federal agency.* CEQA is the State's environmental disclosure process that provides local and State entitlements only. The federal review process takes place under the National Environmental Policy Act (NEPA) under the direction of a federal agency, which is expected to be the U.S. Army Corps of Engineers for this project. It is anticipated that the project will be reviewed under NEPA, in order to receive the necessary federal permits to construct the project. There is no mandate that the CEQA and NEPA processes occur concurrently. Additionally, the federal agencies have not made a formal determination of what federal environmental review process will be required for the proposed project. According to the City's contact at the U.S. Army Corps of Engineers, the 404 permit application for the proposed project is currently incomplete, so a Biological Opinion cannot be issued by the U.S. Fish and Wildlife Service at this time. Thus, a review of the proposed project under NEPA has not yet commenced. The City is within its authority to take action on the EIR and proposed project prior to a NEPA analysis being conducted.

Project Status

This proposal has reached the final stages of plan preparation, the EIR has been completed, and the project is now ready for the public hearing stage of the process. The Planning Commission has received and reviewed the Draft EIR, received and reviewed the comments on the Draft EIR, received and reviewed the comments on the Draft EIR and the responses to those comments, and has heard public testimony on the Draft EIR. The Planning Commission considered the project at a re-noticed public hearing on May 25, 2006 and determined the project's potential impacts to the environment have been adequately assessed through the CEQA process, determined the project was consistent with the City's General Plan and recommended the project move forward to the City Council for final consideration.

ANALYSIS

General Plan Consistency

Due to the broad scope of General Plan goals and policies, not all projects are totally consistent with every goal or policy of the General Plan. Decision makers generally need to review and balance a project's attributes and impacts relative to those goals and policies. No one goal or

policy has greater weight than another goal or policy; but each project generally should be weighed favorably depending on how many more goals and policies the project supports, relative to the goals and policies with which it would conflict.

Appendix 4.0 of the Preserve at Sunridge Draft EIR included an analysis of the project's consistency with applicable City of Rancho Cordova draft General Plan policies. Since the release of the Draft EIR, revisions were made to some of the General Plan policies and some policies were added or deleted based on direction from the General Plan Advisory Committee, Planning Commission, and City Council. This staff report contains a table with the revised General Plan policies and an analysis of the project's consistency with the policies. It should be noted that the project is consistent with the new General Plan policies and no environmental effects would result from the change in policies.

Public comments were received at the February 23 and March 9 Planning Commission meetings on the proposed project and the Draft EIR. The comments made at the hearings were very similar to written comments received on the Draft EIR and did not raise any issues that were not addressed in the Draft EIR or Final EIR (see Attachment 1 for a response to the comments received at the two public hearings). The "General Plan Consistency Table" is incorporated into Ordinance 40-2006, as an attachment to support the required findings to approve the Special Planning Area and the tentative map.

ENVIRONMENTAL IMPACT REPORT

Background

In accordance with Section 15082 of the CEQA Guidelines, the City prepared a Notice of Preparation/Initial Study (NOP/IS) for the project (formerly called "Sunridge Village") on September 10, 2004. The City released a second NOP/IS on January 26, 2005, due to changes in the project's name and minor site design changes. In accordance with the CEQA Guidelines (Sections 15050, *et seq.*), the City was identified as the Lead Agency for the proposed project. Both NOP/IS documents were circulated to the public, local, state, and federal agencies, and other interested parties. The issues and concerns identified in responses to the two NOP/IS documents were addressed in the Draft EIR. The City also held a scoping meeting for the project on February 16, 2005 at City Hall.

Project Objectives

The applicant has identified the following objectives for The Preserve at Sunridge project:

- Create a community design that, where feasible, meets the Goals and Objectives embodied in the City of Rancho Cordova "Vision Book" (August 2, 2004), and other aspects of the interim General Plan (as described in Section 1.6 of this Draft EIR and is ultimately consistent with the Rancho Cordova General Plan eventually adopted by the City).

- Consistent with the project's location in the center of the Sunrise Douglas Community Plan area, which makes the site uniquely situated to provide needed community services and opportunities, provide a "Town Center" to serve as a vibrant center for public and private interaction and services, including retail services (a "Gathering Place").

- In light of the project's key location in the Sunrise Douglas Community Plan area, provide a community park to serve the recreational needs of the greater Sunrise Douglas Community Plan area.

- Provide residential densities that will, to the extent feasible, maximize the number of residents who can easily walk or bike to nearby facilities and services such as the Town Center, the Community Park, and schools.

- Develop a land use plan that can be successfully implemented in light of the requirements of the federal Clean Water Act, the Endangered Species Act, and other relevant environmental statutes.

Other key objectives of the Preserve at Sunridge project will be to:

- Locate housing in proximity to the intensive job centers along US-50, Sunrise Boulevard, and other employment areas within the City. Provide housing opportunities affordable to a wide range of income levels.

- Provide a wide range of housing types, including mixed commercial/residential, lofts, attached and traditional single-family.

- Design a project that includes roadway, bike and pedestrian routes and options for connectivity within the project and with the surrounding neighborhoods.

- Provide open space and trails integrated to the extent feasible with existing and future City parks.

- Protect and retain vernal pool and wetland habitat where feasible and provide educational opportunities related to these resources for City residents.

Project Impacts and Mitigation Measures

As identified in the EIR, the project would result in significant impacts in many issue areas (i.e., air quality, noise and biological resources). However, the Draft EIR identifies mitigation that, in most cases, is expected to reduce the project's impacts to less than significant. For example, the Draft EIR identified mitigation to reduce to less than significant the project's direct and indirect impacts to endangered, threatened and rare species (i.e., vernal pool fairy shrimp and vernal pool tadpole shrimp) and loss of those species' habitat, by requiring the preservation of Swainson's hawk habitat and ensuring that there is "no net loss of habitat (acreage or function)" for these species. The Draft EIR also identified mitigation to ensure that the project would result in "no net loss to Waters of the U.S. (acreage or function)."

Although the majority of the project's impacts would be reduced to less than significant, other impacts would remain significant and unavoidable—i.e., the project's construction and operational air impacts, cumulative operational air impacts, effects to a movement corridor (of the vernal pool tadpole shrimp), and cumulatively loss of biological resources. Additionally, the project would result in significant and unavoidable short-term and long-term circulation impacts to certain intersections and roadway segments under interim and cumulative conditions, as there is no feasible mitigation to reduce these impacts.

Alternatives discussion

In accordance with CEQA Guidelines Section 15126.6 "Alternatives to the Proposed Project" the Draft EIR described a reasonable range of alternatives to the project, or to the location of the project, which would attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluated the comparative merits of the alternatives. The Draft EIR included sufficient information about each alternative to allow for a meaningful evaluation, analysis, and comparison with the proposed project (see Section 6.0 of the Draft EIR). A quantitative and qualitative analysis was provided for each alternative, as feasible, based on available information.

The following alternative scenarios were selected for evaluation in the EIR:

Alternative 1 - No Project: Existing Land Uses Alternative

Under Alternative 1 - No Project: Existing Land Uses Alternative, the project site's existing agricultural designations (AG-80) would remain in place and the site would remain as grazing land with rural residences. Implementation of the No Project: Existing Land Uses Alternative would eliminate the majority of the project's environmental impacts, as identified in the EIR.

Implementation of Alternative 1 would conflict with the majority of the project objectives and would be inconsistent with the land uses designated in the Rancho Cordova General Plan and the SDCP, which designate the site for urbanized mixed-use development. Leaving the site in its present condition would not take advantage of the site's unique location to provide a "Town Center" to serve as a center for public and private interaction and services. This alternative would also fail to meet the project's housing objectives, (e.g., provide housing in proximity to the intensive job centers within the City and provide housing opportunities affordable to a wide range of income levels).

Environmental, population and housing impacts would be potentially significant under this alternative, because the project site would remain vacant, and therefore would not include residential units or employment opportunities, causing growth to occur elsewhere in the region.

Alternative 2 – No Project: Approved Sunrise Douglas Community Plan Alternative

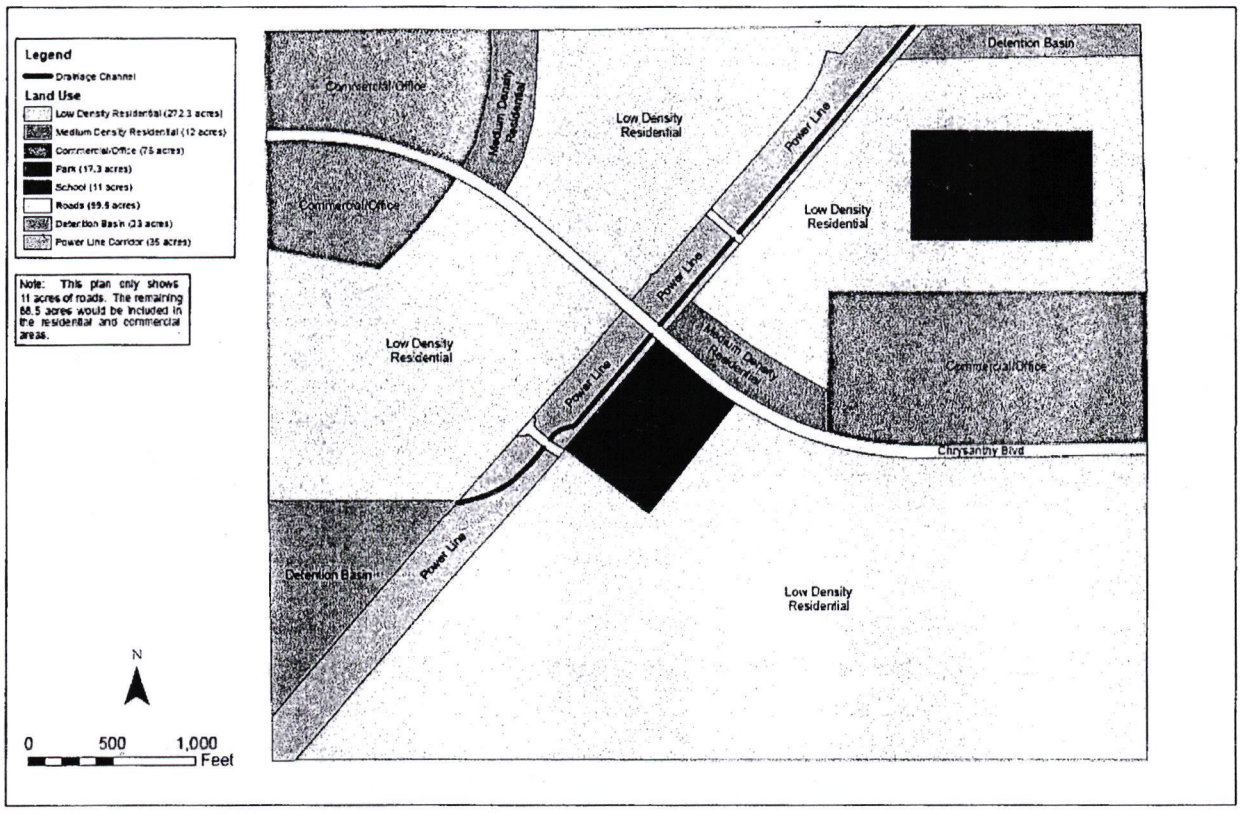
The No Project: Approved Sunrise Douglas Community Plan Alternative was based on the land uses approved by Sacramento County within the SDCP. This alternative includes 1,286 low-density residential units on 272 acres, 240 medium-density residential units on 12 acres, 110 residential units within the commercial and offices area, 60 acres of commercial and office uses, 17.3 acres of parks and recreation, 23 acres of detention, an 11-acre elementary school site, 35 acres of utility corridor, and 99.5 acres of roads. This alternative also includes the realignment of Morrison Creek into the utility corridor. The figure below illustrates the No Project: Approved Sunrise Douglas Community Plan Alternative.

Environmental impacts resulting from this alternative would be similar to those identified for the proposed project. With 1,067 fewer dwelling units than the proposed project, traffic/circulation and air quality impacts would be reduced when compared to the proposed project. However, due to the lack of a wetland preserve, this alternative would result in increased biological resource impacts.

Alternative 2 would conflict with many of the objectives identified for the project (e.g., it would fail to provide residential densities that maximize the number of residents who can easily walk or bike to nearby facilities and services). This alternative would include large concentrations of one density type, which is typically difficult to market. Additionally, this alternative would conflict

with certain policies of the General Plan. For example, by not containing a wetland preserve, it may conflict with Rancho Cordova General Plan Natural Resource Policy NR.1.1, which encourages projects to incorporate large and interconnected wildlife corridors in new development to provide ample space for animal movement.

No Project: Approved Sunrise Douglas Community Plan Alternative



Alternative 3 – Aquatic Resource Habitat Alternative

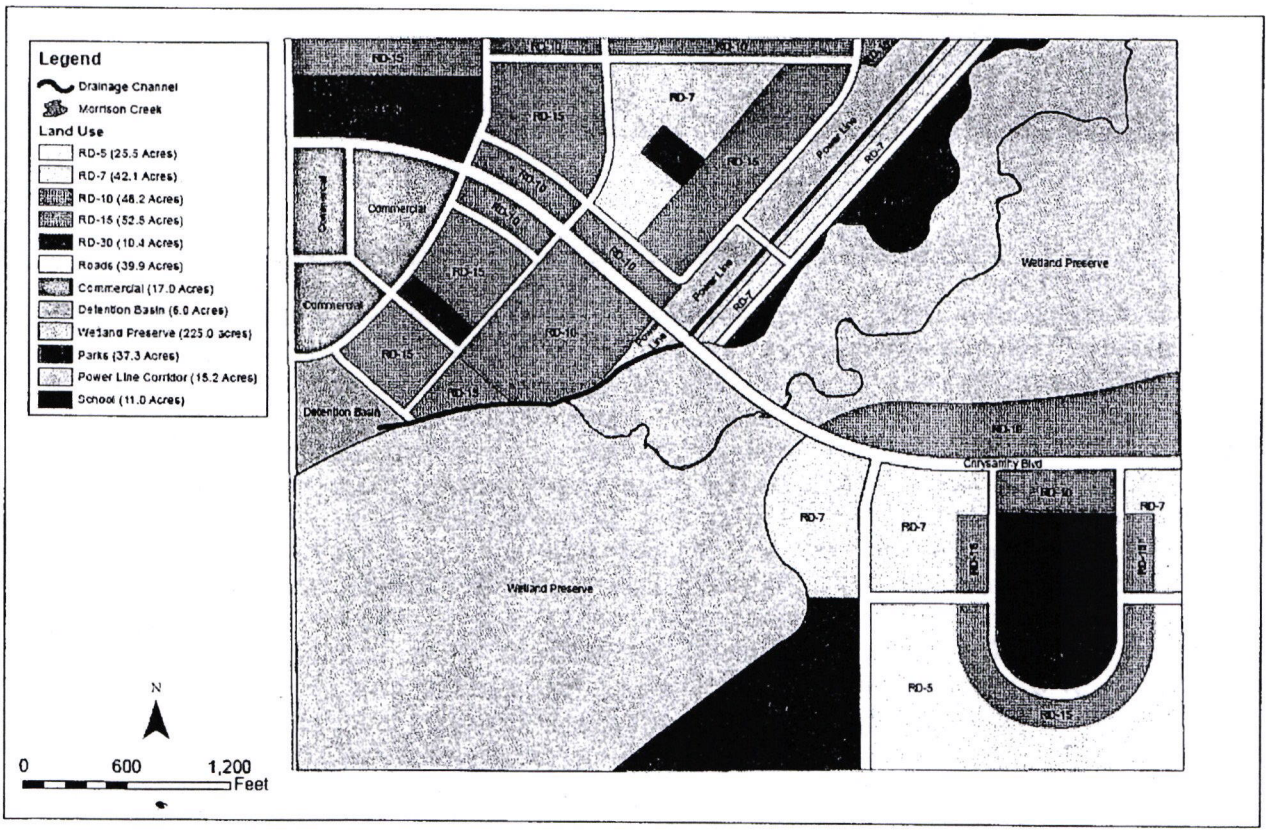
In March through May 2004, representatives of the U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers (collectively referred to as the "Federal Agencies") met to formulate a Conceptual-Level Strategy for Avoiding, Minimizing, and Preserving Aquatic Resource Habitat in the SDCP Area (Conceptual Level Strategy). The Aquatic Resource Habitat alternative would increase the wetland preserve acreage from approximately 92.4 acres (for the proposed project) to approximately 225.0 acres of aquatic resources habitat along the existing Morrison Creek alignment. This alternative would keep the "Town Center" portion of the site unchanged as compared with the proposed project (remaining approximately 17 acres). The expanded wetland preservation/open space portion of the site would comprise nearly 42.5 percent of the entire site. The preserve area boundaries roughly follow the watershed of the Morrison Creek tributary. Parks would be expanded to 37.3 acres. The detention basin at the northern corner of the site would be eliminated and the basin to the south of the Town Center would be reduced to approximately six acres. The school site would be 11 acres, like the proposed project; however, it would be constructed south of Chrysanthy Boulevard. The residential dwelling total for this alternative would be 2,003 units on approximately 178.7 acres based on the density ranges in RD-5, RD-7, RD-10, RD-15 and RD-30. There would be one 27-acre Neighborhood Park and three smaller parks serving the project. Notably, the Conceptual-Level Strategy formulated by the Federal

Agencies was not environmentally assessed under the National Environmental Policy Act, and is being challenged by local and environmental groups on such grounds.

Implementation of this alternative would result in the construction of 700 fewer dwelling units. Due to fewer dwelling units, traffic/circulation and air quality impacts would be reduced when compared to the proposed project. Biological resource impacts would also be reduced under this alternative, as the wetland preserve (225 acres) would be substantially larger than the 92.4-acre wetland preserve associated with the proposed project.

This alternative would substantially conflict with the Rancho Cordova General Plan. As indicated, this alternative would result in fewer dwelling units than the proposed project; therefore, it would not maximize the number of residents who can easily walk or bike to nearby facilities and services, such as the Town Center, the Community Park and schools. This alternative would reduce the park acreage by approximately 6 acres when compared to the proposed project and most likely would not meet the City's minimum park acreage and open space requirements. Additionally, this alternative would not allow options for roadway, bike and pedestrian route connectivity with surrounding neighborhoods or provide open space and trails integrated with existing and future City parks. Alternative 3 would not meet a number of goals and policies in the Rancho Cordova General Plan related to community building blocks, diversity of housing types, walkability, safe pedestrian and bicycle access between land uses and the commercial uses, connectivity between neighborhoods, access to neighborhood parks, and having grid system streets. This alternative would also diminish the viability of the town center by having the project site split by a large preserve and disconnecting the residential uses from the commercial uses.

Aquatic Resource Habitat Alternative



Alternative 4 – Existing Morrison Creek Alternative

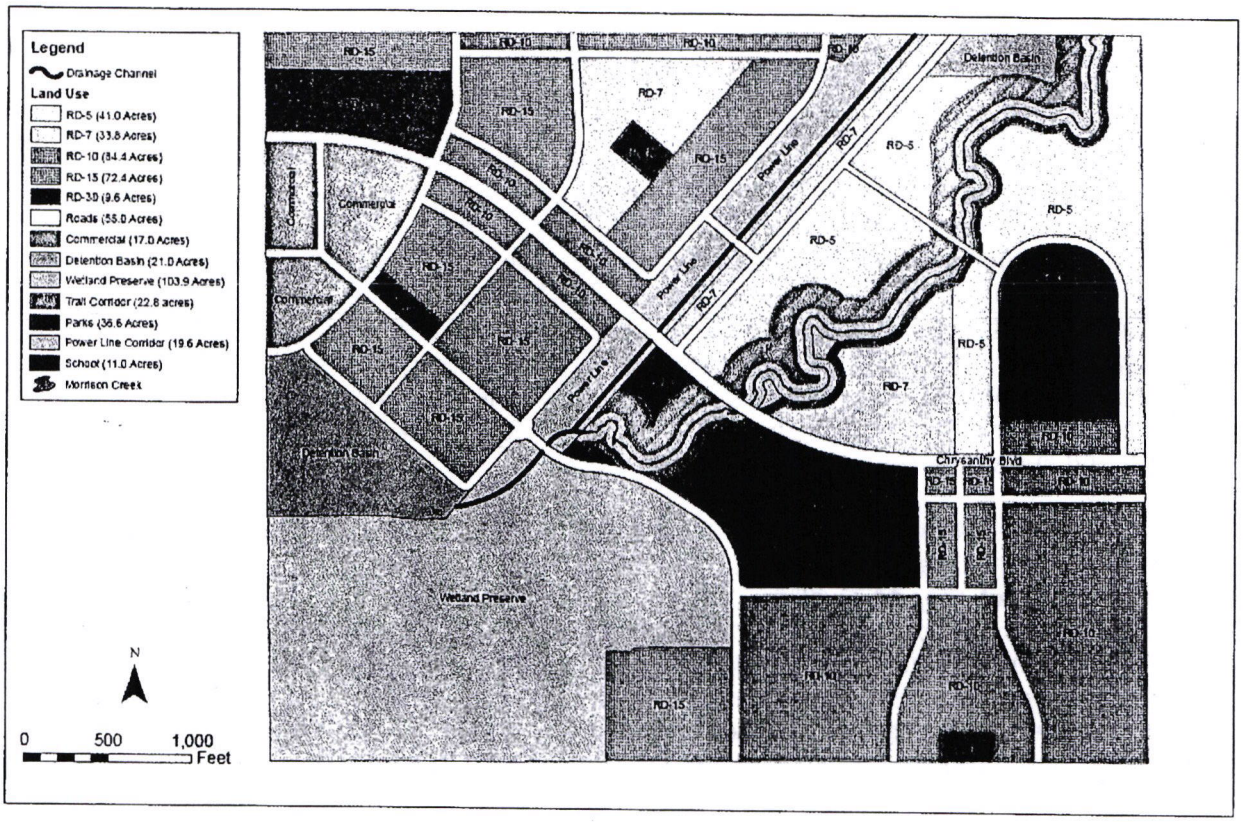
The Existing Morrison Creek Alternative features a redesign of land uses to keep the existing Morrison Creek corridor intact within the project site. This alternative would keep most of the natural regime of the Morrison Creek corridor intact with the creek channel remaining in its existing condition and not being realigned. This alternative would include residential development on approximately 241 acres. The elementary school site would remain 11 acres and parks would represent 36.6 acres of this alternative land plan. The wetland preserve/open space and creek buffer area for this alternative would include 92.4 acres of preserve area and an additional 22.8 acres of trail corridor, with a 150-foot buffer along the western edge of Morrison Creek providing a trail and passive recreation area and a 50-foot buffer along the eastern edge of Morrison Creek for a trail corridor. Like the proposed project, this alternative would include approximately 20 acres of the existing power line corridor. This alternative would also include a storm water drainage channel within the utility corridor, which would collect storm water runoff and summer flows.

The environmental impacts resulting from Alternative 4 would be similar, but slightly less than those identified for the proposed project. The Draft EIR assumed that this alternative would result in a reduction of only 44 dwelling units, which would reduce daily vehicle trip generation by approximately 2%, as compared to the proposed project. (See Draft EIR, 6.0-50). The Draft EIR discusses a similar reduction in air quality impacts. Staff believes that an across-the-board 2% reduction may not fully account for changes in traffic patterns that would result under a land use plan based on this alternative. This alternative would forego the benefits of the grid system featured under the proposed project, whereby traffic congestion is reduced by dispersing vehicular traffic. A buildable design under the conceptual Alternative 4 analyzed in the draft EIR could result in a consolidation of traffic onto fewer streets, as the grid system is lost. Specifically, the traffic volumes could increase on Chrysanthy Boulevard. The project applicants asked Wood Rodgers (the applicant's project designer and engineer) to study Alternative 4 further to determine if it would be buildable as shown in the DEIR. The applicant's evaluation showed that Alternative 4 would result in a loss of closer to 568 units rather than 44 units. The loss of units was a result of refining buildable areas, correcting street curve radii along the creek corridor, expanding the buffers along the creek corridor, making the residential densities consistent with the proposed project, adding a secondary drainage channel along the eastern edge of the creek corridor to convey storm flows from the eastern half of the project site, and adding single-loaded streets along the power line corridor and the creek channel in order to make the alternative consistent with draft General Plan policies.

Alternative 4 would result in a change in the level of significance (from significant to less-than-significant) of one impact—Impact 4.9.6 (Implementation of the project will interfere substantially with the movement of vernal pool tadpole shrimp).

While this alternative would retain the onsite portion of the Morrison Creek corridor in its natural alignment, it would not meet a number of goals and policies in the Rancho Cordova General Plan as described in the "Staff Conclusion" in this staff report.

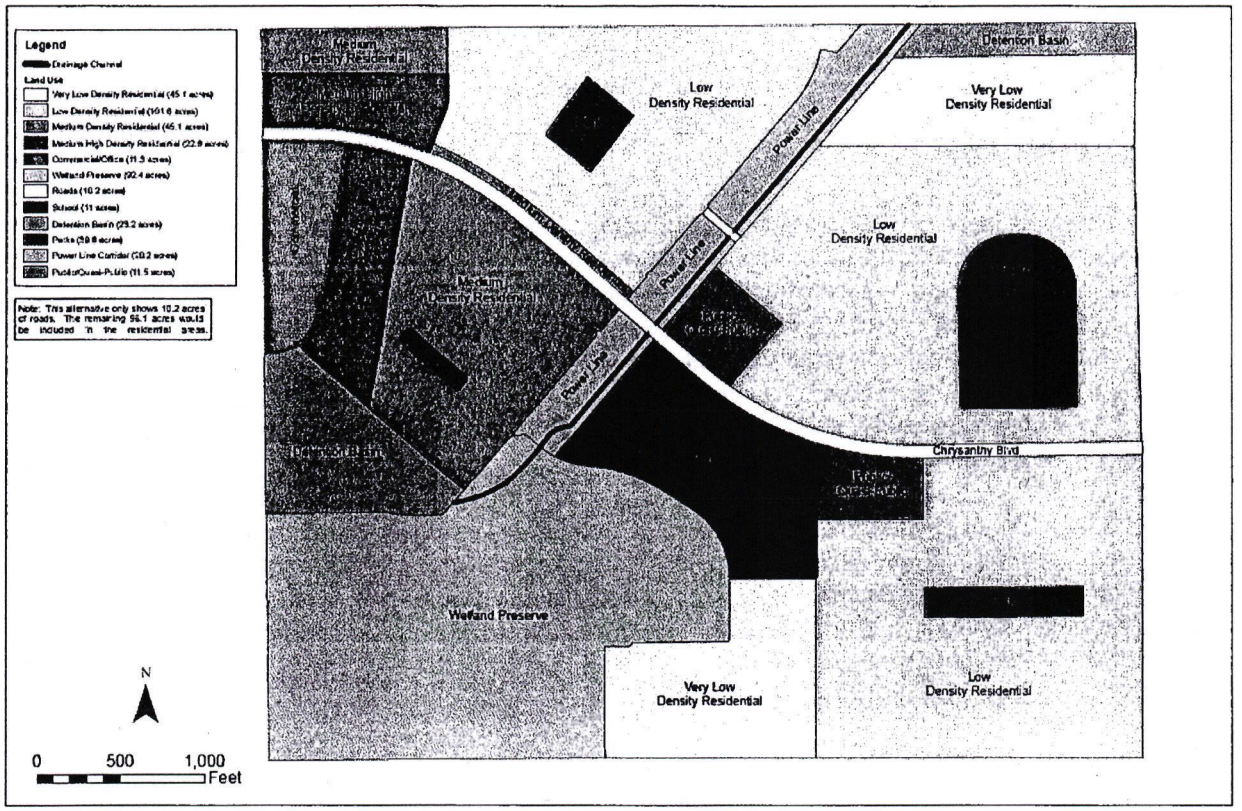
Existing Morrison Creek Alternative



Alternative 5 – SACOG Blueprint Alternative

The Blueprint Alternative was designed for consistency with SACOG's "Preferred Blueprint Scenario", and would be implemented on a similar footprint as that of the proposed project. The Blueprint vision promotes compact mixed-use developments with more transit choices as alternatives to traditional low-density developments. The assumptions used for this alternative are based on SACOG Places3 land use assumptions and include approximately 40 percent (212 acres) of the overall acreage being dedicated to roads, infrastructure, schools, parks, and other public and quasi-public uses, which would reduce the developable acreage from 530.1 acres to 225.7 acres. The 212 acres would include an 11-acre elementary school site, 23.2 acres of detention basins, approximately 106 acres of roads (representing 20 percent of the project site), a 26.3-acre community park, 13.5 acres of neighborhood parks, a 20.2-acre utility corridor and 11.5 acres of other public and quasi-public uses. Additionally, due to the biological resources in the SDCP area, SACOG assumes a 15 percent reduction of total developable acreage for environmental constraints (i.e., vernal pools). However, this alternative assumes a reduction of 17 percent for environmental constraints resulting in a wetland preserve of 92.4 acres, which is the same as the proposed project. Considering these land use assumptions, there would be approximately 225.7 acres of non-dedicated developable land for the implementation of this alternative. This alternative would result in 2,151 dwelling units, which are 602 fewer units than the proposed project.

Blueprint Alternative



The environmental impacts resulting from this alternative would be similar to those identified for the proposed project. This alternative would have more on-site and localized impacts than a non-Blueprint Plan but it would reduce environmental impacts on a regional level. While this alternative would improve the regional transportation system and air quality by reducing the frequency and length of vehicle trips and making efficient use of scarce land resources by providing more dense compact developments, it ultimately would result in greater environmental and cumulatively considerable impacts in many of the technical issue areas than the proposed project (i.e., local transportation impacts, biological resources impacts, loss of farmland, etc.).

"Environmentally Superior" Alternative

The Draft EIR identified the "environmentally superior" alternative as the ***No Project: Existing Land Uses Alternative*** (Alternative 1) Page 6.0-82. However, as discussed in the Draft EIR, Alternative 1 is not consistent with the majority of the project objectives or the goals of the City's General Plan. The Draft EIR also identified the ***Aquatic Resource Habitat Alternative*** (Alternative 3) as considered environmentally superior to the proposed project, but noted that it, too, does not meet the majority of the project objectives or numerous goals and policies in the City's General Plan. The ***Existing Morrison Creek Alternative*** (Alternative 4) was identified as the next most environmentally superior alternative to the proposed project, and it would meet most of the project objectives. Table 6.0-5 in Section 6.0 "Alternatives" of the Draft EIR provides a comparative analysis for each alternative and the proposed project.

STAFF CONCLUSION

Staff has evaluated the proposal project and alternatives in relation to the project objectives, the goals and policies of the Rancho Cordova General Plan and potential environmental impacts. Staff has also considered economic factors and other social factors implicated by the project. Based upon this evaluation, staff has concluded that the project, as proposed by the applicant, is the preferred alternative.

As discussed previously in this staff report, the proposed project has been designed to implement several of the urban design attributes identified in the City's General Plan. For example, the project follows the neighborhood/village/district hierarchy. The project is designed to promote pedestrian connectivity and accessibility by means other than the automobile, providing a "Walkable Neighborhood", consistent with the General Plan's design principles. It incorporates a grid roadway system that minimizes traffic congestion and facilitates public safety services. The proposed project would create a livable community connected to local and regional open spaces and trails.

The project site has been designated by the General Plan for urbanized development with low and medium residential, commercial/offices, parks, and schools. As discussed previously, the project is surrounded by approved projects to the north, east and west, and the proposed Suncreek Specific Plan to the south. As recognized by the Draft EIR, Morrison Creek has been modified downstream of the project site, in the adjacent Anatolia project, and further downstream by Teichert mining operations (page 6.0-32).

As discussed previously, the Draft EIR identifies mitigation that would reduce the majority of the project's impacts to less than significant, including mitigation of the project's direct and indirect impacts to endangered, threatened and rare species, mitigation ensuring no net loss of these species' habitat (acreage or function), and mitigation to ensure that the project would result in no net loss to "waters of the U.S."

The proposed project will be required to mitigate for the loss of vernal pools caused by its development. It is staff's opinion that these vernal pools are important in context to the existing area. However, staff has received opinions from biologist experts indicating the likely demise of the health of the preserved Morrison Creek in the new urban context, even if a buffer around the creek was maintained as proposed under Alternative 4 (see attachments 8 and 9). Much of the observed and inferred movement corridor value of the tributary of Morrison Creek is associated with shrimp moving within the creek's watershed within the project area through the on-site vernal pools and swales, and in and out of the creek. Maintaining this character of the creek and buffer within the context of the surrounding urban development of the proposed project and other alternatives (e.g., Alternative 4) is considered to be a difficult challenge.

The proposed project, which features the realigned channel, has a greater potential to create a usable corridor for the community within the power line corridor, and potentially create viable habitat. The existing creek channel is not a wooded riparian habitat and supports no large vegetation or trees, due to the underlying sub-strata. The surface level of the new channel would be able to break through the hardpan sub-strata and would allow large plants and trees to survive. The proposed Conditions of Approval require the transmission line corridor to be enhanced as a usable corridor in an urban context, whereas the preserved channel of Alternative 4 would remain in its present state and would become out of context to an urban environment.

With the exception of Alternative 4, the various EIR Alternatives would not satisfy various project objectives. Additionally, Alternative 4 would not fulfill various project objectives as effectively as the proposed project. For example, the alternative would not maximize the number of residents who can easily walk to nearby facilities and services, such as the Town Center, the Community Park, and schools. In addition, it would not provide housing opportunities to as wide a range of income levels, provide fewer options for connectivity within the project and surrounding neighborhoods, and would not integrate trails and open space as well as the proposed project.

Alternative 4 is also inconsistent with various policies included in the Draft Rancho Cordova General Plan. For example, Land Use Policy LU.1.2 requires the City to develop a fiscally sound strategy to encourage a mix of uses that meets the City's needs and provides tax base sufficient to maintain adequate community service levels. Alternative 4 would concentrate large swaths of one density type, 10 du/a in the southeastern portion of the site and 5 du/a in the northeastern portion of the site, which would not provide a desirable mix of uses envisioned in the Rancho Cordova General Plan.

In addition, as indicated in the Fiscal Impact Analysis prepared by Economics and Planning Systems (Attachment 9), implementation of Alternative 4 would result in Community Facilities Fee, Roadway Fee, and Park Renovation Fee reductions and losses, which may affect the City's ability to provide and maintain adequate community service levels. A reduction in the number of dwelling units in a project would result in reduced revenue for transportation impact fees, while the same reduction in units likely would not result in a reduction in the transportation system requirements. This reduction would further exacerbate the funding shortfall in the City's Transportation Capital Improvement Program. To adjust for the loss of units, the City would need to update the Transportation Impact Fee Program in the near future, which would result in a corresponding increase in transportation impact fees for other development in the City.

Urban Design Policy UD.1.4 ensures that the design of residential subdivisions is done with a mix of housing types and densities that satisfy a wide range of lifestyles and income levels. Alternative 4 would place a larger concentration of 10 du/a product in the southeastern portion of the project site and would not provide the same integrated mix of housing types and density varieties as the proposed project. Additionally, the increased concentration of 10 and 15 unit per acre product associated with Alternative 4 would be less consistent with UD.1.4 and upsetting the desired ratio of densities in the proposed plan, thus rendering that portion of the project potentially unmarketable (Elmore letter, Attachment 9). nodes & routes

Alternative 4 would also conflict with Circulation Policy CP 3.2, which seeks to create safe, inviting, and functional pedestrian and cyclist environments in commercial, office and mixed-use projects and Policy C 2.5, which require the City to provide safe and convenient bicycle access to all parts of the community. The community park would be bifurcated under Alternative 4, which would impede smooth on- and off-site pedestrian and cycling circulation and connectivity for those residents in the Town Center and northwestern portion of the project site. Additionally, Alternative 4 would also be inconsistent with Open Space, Parks and Trails Policy OSPT.3.1, because it would not include a trails system that provides maximum connectivity, so that all trails are linked for greater use as recreation and travel routes.

The alternative's bifurcation of the community park would also reduce its accessibility and connectivity to project residents. Alternative 4 would reduce the number of parks from 11 (proposed project) to five, with six neighborhood parks eliminated. Additionally, under Alternative 4, there would be no neighborhood parks to serve the portion of the site south of the power line corridor and north of the creek corridor (5 and 7du/a designations) and the on-site park configuration under Alternative 4 would conflict with the City's policy of providing "Walkable

Neighborhoods", as it would reduce the walkability of the project by increasing the distance that residents must travel to neighborhood park facilities, as compared to the proposed project.

Finally, as discussed in some detail above, the resource that some alternatives would preserve (i.e., Morrison Creek, and specifically the movement corridor that the creek and surrounding vernal pools collectively provide for vernal pool tadpole shrimp) likely would be affected by buildout of the alternative. Although Alternative 4 proposes to provide an approximately 200-foot buffer to the creek bordered by urban development (housing and active park), the operational feasibility of maintaining the biological integrity of the creek would be challenging, even with this buffer.

Staff has concluded that the minor revisions to the General Plan Consistency Analysis and the comments received at the Planning Commission hearings on February 23 and March 9 would not require recirculation of the environmental document pursuant to CEQA Guidelines Section 15088.5.

For the reasons discussed in this report and attachments hereto, staff makes the aforementioned recommendation to approve this project.

"SPECIAL PLANNING AREA HANDBOOK" – ZONING CODE

The Special Planning Area Handbook provides development standards, establishes a review process for future submittals and establishes the design parameters for the four districts within the project. It includes development standards for the various residential products; in addition, it will provide standards for commercial development, along with listing the allowed and permitted uses in the commercial area of the project. It will provide the design criteria for the project, in conjunction with the City's adopted Design Guidelines. Lastly, the current Zoning Code will complement the SPA Handbook, in providing the land use controls that are not specifically mentioned in the Handbook.

The Handbook is divided into three sections that consist of an Overview/Intent Section, a Review Authority Section and the Development Details Section. The Development Details Section is the most significant, because it provides the standards for the future development of streets, parks, residential and commercial, along with preliminary design concepts for the home and commercial buildings. Section 3 represents the overall development schemes within the four districts and further details the design direction of the future buildings. The applicant will have their design team at the meeting to present the various details of the project that will include the housing products, road sections, preliminary park layouts and commercial concepts.

Staff supports the development standards and guidelines provided in the Handbook. The residential districts are supported by Exhibits 30 - 35 in the Handbook that show the setback requirements for the six different size lots in the subdivision. The lots have been designed to accommodate the proposed structures offered by Forecast Homes. Additionally, the Town Center consisting of the Market/Retail/Restaurant portion, the Village "Mixed Use" Center and the Live/Work Housing components have been sketched and preliminary design concepts offered.

TENTATIVE MAP

Subdivision Design

As previously stated, this project had been developed and refined through a charrette process sponsored by the City. Many of the objectives used to develop this plan were used to develop the City's adopted Design Guidelines. Within all the village areas are green belt pedestrian paseos, which connect the four neighborhoods to the parks or trails. The open space exhibit indicates the system of trail links providing internal and external connections to the major trail corridors along Chrysanthy Blvd and Jaeger Road. All the paseos and green belts link to the major neighborhood park, south of Chrysanthy Blvd and the 30 foot trail corridor that circumscribes the wetlands preserve. These trails and expanded walkways will serve the area residences children with the required safe path of travel to the elementary school in Anatolia I. The Open Space exhibit in the illustrative package demonstrates these connections to and from the schools and parks and the adjoining projects (see attachment 7).

The applicant would be required to gain approval of a Special Development Permit for the 10du/a homes in the southeast parcel of the project if the existing Zoning Code were to be applied. The City has reviewed similar requests from other developers that have proposed similar requests to deviate from the design standards and lot configurations for these type of units. Within the "SPA Handbook" is an exhibit indicating the proposed setbacks and the deviation from the base zoning provisions for minimum lot size. Private driveways will serve as the alley access to the units and a shared common paseo will front the units, which extends through the development as protected walkways to the street system.

The residential and commercial building designs will be considered at a later time, but the SPA Handbook provides concepts that can be used to ensure the outcome of the final design. These concepts are defined and articulated sufficiently to be used as guidelines for design review of the future development. Staff has placed a condition within the project approval that requires the developer to build in substantial compliance with the design concepts offered in the SPA Handbook.

This project is providing the appropriate street system to serve the proposed lots and is making adequate pedestrian connections to adjoining land uses, given terrain differences and proximity to existing developments and barriers. In addition, the project applicants are participants with other adjacent development interests in the construction of significant on and off-site infrastructure, as required by the SRSP. The eastern side of the project has provided a suitable right of way for the future improvements of Grant Line Road as a regional expressway connecting Highway 50 to Highway 99.

The applicant has presented a Large Lot Map and has requested the ability to record that map, prior to the issuance of the Clean Water Act 404 Permit. They are proposing 4 large lots and a remainder lot that consists of the wetland preserve and power line corridor (attached to the Exhibit A1 of Resolution 108-2006). The large lots would give the applicant the opportunity to execute the transfer of ownership within their partnership. Staff is supportive of this request, however staff conferred with the applicant that in the event the issued 404 Permit substantially changed the tentative map, as a whole, the City would need to determine that the overall modified plan is in substantial compliance with the tentative approval. Should the plan be found not in substantial compliance, the project as a whole would not be able to record any final maps and City approval of a subsequent overall project amendment would be required prior to any construction.

Subdivision Map Act Findings

Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map(s) if it makes any of the following findings:

a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
c. That the site is not physically suitable for the type of development.
d. That the site is not physically suitable for the proposed density of development.
e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The above Findings a through g do not apply to the proposed Tentative Subdivision Map for the project, as described below.

a. The proposed map is consistent with the density limits as specified in the Rancho Cordova Land Use Policy Plan of the General Plan. The plan is a better land use solution than the previous Sunrise Douglas Community Plan (SDCP), due to the preservation of approximately 92.4 gross acres of wetlands that were not indicated in the original plan. The project consists of a balance of housing product and commercial opportunities that will allow the project to be self-serving, along with providing services to the surrounding developments.
b. The design and improvements of the proposed subdivision are consistent with the goals of the Rancho Cordova General Plan. The development is providing a modified street section for Primary Residential Streets to facilitate the delineation of on street bike lanes. The project is generally consistent with the adopted Design Guidelines and City policies for subdivision design that promote internal pedestrian connectivity using greenways and trails, designing alley loaded units to improve the aesthetics of the streets and providing a street system that interconnects with the other projects in the immediate area.
c. The site is physically suitable for the proposed development. The applicant is proposing 2,393 single-family lots and 288 multi-family units on a total of 318.1 developable acres, which conforms to the designated residential use of the General Plan, at an average density of approximately 10 units per net developable acres. The project can also be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.
d. The site is physically suitable for the proposed density of development. The General Plan has assigned certain densities for the lands within the project area and these areas are producing more dwelling units than originally anticipated in the SDCP. Less land is being disturbed by the new project, due to the loss of approximately 17.4% of the Preserve project area for wetland preservation.
e. The EIR prepared for the project identified the potential environmental impacts associated with the development of this project or the proposed improvements and has listed a table of mitigation measures to lessen the levels of significances for those items.

The City Council will need to adopt a Statement of Over-riding Considerations for the environmental impacts that could not be reduced to less than significant.

f. The EIR prepared for the project identified that any potential serious health problems that would occur as a result of the project would be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.
g. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

Based on the findings above, staff can recommend the project Tentative Map be approved by the City Council.

AMENDMENT OF SDCP MITIGATION MEASURES BR-2 AND BR-4

As discussed previously in this staff report, the proposed project site was within the SDCP, and was evaluated as part of the SDCP/SRSP EIR. As the Draft EIR reflects, and as shown in underline/strikeout below, the project applicant has proposed amendments to the text of the previously adopted mitigation measures BR-2 and BR-4, which are contained in Section 8 of the SDCP.

The changes to the text would have the effect of changing the timing requirement for applicant's submission of a wetland delineation for a proposed development area, and the agency with which the applicant would be required to consult (BR-2), and the timing for obtaining necessary permits from the U.S. Army Corps of Engineers, all necessary California Endangered Species Act permits, and Streambed Alteration Agreements from the CDFG (BR-4). The Draft EIR has considered the effects of these changes.

Mitigation Measure BR-2 would be revised as follows:

"BR-2 Wetland Delineation and Avoidance/Mitigation Plan

~~In conjunction with the filing and processing of applications for future development entitlements (such as tentative subdivision maps or development plans) within the SunRidge Specific Plan area, such~~ Prior to approval of any improvement plans or grading permits within any portion of a ~~Specific Plan~~ area containing wetlands subject to the jurisdiction of the U.S. Army Corps of Engineers, project proponents shall submit a wetland delineation for the proposed development area, and a detailed plan which describes the specific methods to be implemented to avoid and/or mitigate any project impacts upon wetlands such that no net loss in wetland habitat acreage and values is achieved. This detailed Wetland Avoidance/Mitigation Plan shall be prepared in consultation with the U.S. Army Corps of Engineers, ~~the USFWS, and the CDFG, and the U.S. Environmental Protection Agency (EPA),~~ and shall incorporate the following components:

1. A wetland delineation of the project site and any proposed off-site wetland preservation/creation site(s), verified by the U.S. Army Corps of Engineers;
2. The location of proposed wetland preservation, acquisition, and creation site(s);
3. A detailed map of proposed wetland creation site(s) showing the acreage, distribution, and type of wetlands to be created to

ensure no net loss in wetland habitat acreage, values, and functions. Compensation wetlands shall be designed to:

- Meet or exceed the hydrophytic conditions and operating functions of the existing wetlands proposed for impact;
- Mitigate the loss of special status species habitat, including fairy/tadpole shrimp, as required by the USFWS and the CDFG;

4. A monitoring plan designed to assess whether the compensation wetlands are functioning as intended. Specific performance standards for hydrologic, floral, and faunal parameters shall be proposed to determine success of the created wetlands. The monitoring plan shall specify the corrective measures/modifications to be implemented in the event that monitoring indicates that the performance standards are not being met. Monitoring shall occur for at least five years and until success criteria are met, and as required by the U.S. Army Corps of Engineers and the USFWS; and

5. A maintenance plan for the wetland preservation/mitigation areas describing the measure to be implemented to assure that they are maintained as wetland habitat in perpetuity. The maintenance plan shall address buffering from adjacent uses, fencing, access, erosion control, and weed eradication."

Mitigation Measure BR-4 would be revised as follows:

"BR-4 Wetland/Streambed Permits

Prior to approval of any ~~future development projects (such as tentative subdivision maps, development plans, improvement plans) within the project area~~ improvement plan or grading permit within any portion of a Specific Plan area contain wetlands subject to the jurisdiction of the U.S. Army Corps of Engineers, the habitat of an endangered, threatened or rare species protected by federal or state law, or a stream or other water body subject to the direct regulatory jurisdiction of the California Department of Fish and Game, the applicants shall obtain all necessary Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary California Endangered Species Act permits and Streambed Alteration Agreements from the CDFG, pursuant to the Fish and Game Code."

DEVELOPMENT AGREEMENT

The applicant has submitted a draft Development Agreement (DA) with the other portions of the project entitlements. The City Council will be asked to execute the DA, as part of the project approval, should the Council approve the project. The DA contains provisions that are different from conditions of approval and therefore cannot be included within the conditions exhibit. The proposed DA includes the provisions for assessing fees for added police protection services, collecting funds for renovation of existing parks, new park construction and improvement of open space areas, along with annexing into a road maintenance district. The DA provisions combined with the Community Finance District would provide revenues to support needed area infrastructure improvements and funds for maintaining those improvements in the future.

Authorization for Development Agreements and General Plan Consistency

Development Agreements are authorized by state law (Government Code Section 65864 et seq.) to strengthen the public planning process, encourage comprehensive planning and reduce economic risks of development. A development agreement allows an owner or developer of land to lock in, or as it is known in land use law to "vest," certain rights to proceed with its development in accordance with policies, rules, regulations and project approvals in effect when the development agreement is approved. A developer gets the certainty that, subject to some limitations, the city will not apply new laws that it adopts to the developer's project. In exchange for entering into a development agreement, a city generally gets valuable commitments from a developer such as additional fees to provide public services or dedications of land to build public improvements.

Consistent with state law, the City of Rancho Cordova has adopted certain requirements that must be satisfied in order for the City Council to approve a development agreement. The requirements from Section 112-140(c) of the Municipal Code are listed below in plain text, followed in italics by evidence that staff believes establishes that each requirement is satisfied:

(1) The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan;

The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that (a) the land use designation for The Preserve is Special Planning Area and the proposed project is to create 2,393 single-family residential lots at various densities on 530 acres, including 5 DU/AC, 7 DU/AC, 10 DU/AC and 15 DU/AC and 288 multi-family units at 30 DU/AC for a total of 2,681 dwellings; (b) the project is consistent with the fiscal policies of the General Plan with respect to provision of infrastructure and public services, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the Sunridge Specific Plan.

(2) The Development Agreement is consistent with the goals and objectives and general land uses specified in any applicable community plan;

The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the subdivision is located in that the project approvals include the Rezoning of the property as proposed by the applicant and, lacking City Council approval of the proposed project, the Development Agreement will not be executed.

(3) The Development Agreement is in conformity with public convenience, general welfare, and good land use practices;

The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the project will implement land use guidelines set forth in the General Plan.

(4) The Development Agreement will not be detrimental to the health, safety and general welfare of persons residing in the immediate area nor be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the City as a whole;

The Development Agreement will not be detrimental to the health, safety and general welfare in that the project will proceed in accordance with all the programs and policies of the General Plan. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

(5) The Development Agreement will not adversely affect the orderly development of property or the preservation of property values;

The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan.

(6) The Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5;

The Development Agreement includes all the substantive elements and has been processed consistent with all the procedural requirements of Government Code Sections 65864 through 65869.5.

Critical Provisions of the Development Agreement

This section of the report briefly highlights critical provisions of the proposed Development Agreement.

Police Tax. The Developer is agreeing to vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. This tax shall be in the amount of $450 per single-family residential parcel or residential parcel equivalent. The special tax shall be payable annually following issuance of a building permit for each subject parcel. The Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this Section for the Project. The initial tax payment would yield $1,086,750.00 for the first year.

Park Renovation and Acquisition Fee. The Developer is agreeing to pay the City $1,500.00 per residential unit, at or before the time the City issues each residential building permit for the property. Funds from this fee will be used by the City to pay for the renovation, repair, improvement or maintenance of existing parks within the City. If, as anticipated, all 2,393 residential units on the tentative map are finalized, this fee will generate $3,622,500.00 for renovation of existing Rancho Cordova parks.

Park Dedications. To fulfill park land dedication obligations, the Developer is agreeing to provide improved park land to the Cordova Recreation and Park District. Dedication obligations are set at a rate of 5 acres per 1,000 residents and the dedication obligations will be met by the developer as shown on the Tentative Subdivision Map.

Prior to recordation of any final map for the Property, Landowner shall also enter into a Parks Development Agreement ("Parks DA") with the Cordova Recreation and Park District (the "Park District"), to which the City shall be named as a third party beneficiary. The Parks DA shall address, among other things, the design and improvement of all parks within the Project, the Landowner's obligation to construct ("turnkey") such parks, the timing of park construction, and the credits and reimbursements to which Landowner shall be entitled in connection with the

construction of such park improvements upon the Property. Landowner shall pay the costs of preparing the Parks DA.

Supplemental Transportation Fee. The City Council, at its discretion, may establish a non-nexus Supplemental Transportation Fee to promote the completion of the adopted Capital Improvement Program. Should the City Council establish this fee and apply it to the Project, any or all of the "Threshold Based" traffic related conditions in Exhibit B of Resolution 108-2006 shall, at City Council direction, be substituted for by the Supplemental Transportation Fee conditions stipulated in Appendix B1 of Resolution 108-2006.

Term. The term of the Development Agreement is 15 years (Section 5.2). Fifteen years is a common term for development agreements and is acceptable to the Developer.

Use of Property and Permitted Uses. The Development Agreement vests the Developer's right to build out the project consistent with the existing regulations regarding the uses, density, intensity, height and size of proposed buildings, and the absence of phasing or development timing requirements (Sections 6.1, 6.2 and 6.3). If the City changes its laws with respect to these issues, the new laws will generally not apply to the project for the duration of the Development Agreement (Section 6.2).

Development Fees. The Developer will pay new development, connection and mitigation fees that are imposed on a City-wide basis or that apply uniformly to all property in the City zoned consistent with the Property. Project specific development, connection and mitigation fees are limited to those in effect on the effective date of the Development Agreement and the above described fees specifically provided for under the Agreement.

ATTACHMENTS

1. Resolution 105-2006 certifying the EIR and adopting a Statement of Over-riding Consideration. FEIR was previously distributed.
2. Resolution 106-2006 approving an amendment to mitigation measures BR-2 and BR-4 (with further revisions as specified in mitigation measure MM 4.9.10 of the FEIR) in the Sunrise Douglas Community Plan,
3. Ordinance 40-2006 approving the Special Planning Area Rezone-(Exhibit A), the Special Planning Area Handbook-(Exhibit B) and the "General Plan Consistency Table"-(Exhibit C). The SPA Handbook is attached.
4. Consider Resolution 108-2006 the "Preserve at Sunridge" Tentative Subdivision Map (Exhibit A1), subject to the Conditions of Approval/MMRP (Exhibit B, Sections 1 and 2 and Appendix B1). Formal adoption at August 7th meeting.
5. Ordinance 41-2006 accepting the terms of the draft Development Agreement, as submitted.
6. Park Dedication Summary.
7. City Council Illustrative Graphics Package.
8. Memo from Joyce Hunting, City of Rancho Cordova Senior Biologist.
9. Applicant's Supplemental Information Regarding Alternative 4.
10. Agency Letters.
11. EIR Responses to Comments.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 105-2006

A RESOLUTION OF THE CITY COUNCIL
CERTIFYING THE ENVIRONMENTAL IMPACT REPORT AND ADOPTING FINDINGS,
A STATEMENT OF OVERRIDING CONSIDERATIONS,
AND A MITIGATION MONITORING PLAN
FOR THE PRESERVE AT SUNRIDGE PROJECT

Part 1. Recitals

A. The applicant for the Preserve at Sunridge project ("Project") has applied to the City of Rancho Cordova ("City") for the development of single-family residential, multi-family residential, commercial and office uses, a neighborhood park, an elementary school, detention/water quality basins, an open space/wetland preserve, pedestrian facilities, bikeways, parkways, and drainage corridors on the 530.1-acre Project site. The Project will include 2,393 single-family residential units in various residential densities on 292.3 acres, 288 units of high-density residential (RD-30) (multifamily) on 11.2 acres, and approximately fifteen commercial building pads ranging from approximately 2,400 square feet to approximately 55,000 square feet, totaling approximately 147,000 to 165,000 square feet. The Project will also feature the construction of an internal circulation system and elementary school, various planned park and open space areas, including an approximately 92.4-acre open space/wetland, and will result in the realignment of the existing headwater tributary to Morrison Creek that runs through the Project site ("Morrison Creek").

B. To develop the Project, the Project applicant has requested a Special Planning Area rezone, a Tentative Subdivision Map, amendments to previously adopted mitigation measures BR-2 and BR-4 in the Sunrise-Douglas Community Plan (SDCP), and a development agreement with the City.

C. The City prepared and circulated a Draft Environmental Impact Report (Draft EIR or DEIR) in October 2005 (SCH # 2004092051), which analyzed the potential environmental effects of the Project. The Draft EIR was circulated for public review and comment from October 18, 2005 to December 5, 2005. Public hearings to solicit public comment on the Draft EIR were held by the City's Planning Commission on October 27, 2005, November 10, 2005, February 9, 2006, February 23, 2006, March 9, 2006, April 13, 2006 and May 25, 2006.

D. The City prepared a Final EIR (June 2006) containing: a preface; comments on the Draft EIR, the City's good faith, reasoned analysis of the environmental issues raised by the comments, and responses to those comments; and revisions to the Draft EIR as appropriate. The Draft EIR and the Final EIR are incorporated herein by reference and together constitute the Environmental Impact Report (EIR) for the Project, pursuant to the California Environmental Quality Act (CEQA) Guidelines Sections 15089 and 15132 (14 Cal. Code Regs. §§ 15089, 15132); the EIR reflects the City's independent judgment and analysis on the potential environmental impacts of the Project.

E. On July 5, 2006, the City Council held a noticed public hearing on the Project at which time the City Council considered a written staff report on the Project and EIR, the EIR

itself, project plans, and all other oral and written comments presented to them.

F. The EIR identifies the potential for significant effects on the environment from development of the Project, most of which can be substantially reduced through EIR mitigation measures; therefore, approval of the Project must include one or more of the certain findings as set forth in Section A (Mitigation Findings) below.

G. Some of the significant effects identified in the EIR cannot be lessened to a level of less than significant; therefore, approval of the Project must include the Findings Regarding Alternatives and Statement of Overriding Considerations as set forth below in Sections B and C, respectively.

H. A Mitigation Monitoring Plan, as required by CEQA (Cal. Pub. Res. Code Section 21000, et seq.) and CEQA Guidelines, is attached as Exhibit 1 to this resolution and is incorporated herein by reference. The Program identifies impacts of the Project, corresponding mitigation, and designation of responsibility for mitigation implementation and the monitoring action(s).

I. Documents and other material constituting the record of the proceedings upon which the City's decision and its findings are based are located at the City of Rancho Cordova Planning Department, located at 2729 Prospect Park Drive, in Rancho Cordova, in the custody of Hilary Anderson, Environmental Coordinator.

NOW THEREFORE, BE IT RESOLVED that the foregoing recitals are true and correct and made a part of this resolution.

Part 2. Certification of EIR

BE IT FURTHER RESOLVED that the City Council certifies as follows with respect to the final EIR:

A. The EIR for the Project consists of the Draft EIR, dated October 2005, and the Final EIR, dated June 2006.

B. Based on the evidence and oral and written testimony presented at the public hearings, and based on all the information contained in the Planning Department's files on the Project, including, but not limited to, the Final EIR for the Project and the July 5, 2006 City Council staff report entitled "The Preserve", the City Council does certify, in accordance with CEQA Guidelines (Section 15090), that:

(1) The EIR for the Project was prepared in compliance with CEQA; and

(2) The EIR was presented to the City Council of the City of Rancho Cordova and that the City Council has reviewed and considered the information contained in the EIR prior to approving the Project; and

(3) The EIR reflects the independent judgment and analysis of the City Council of the City of Rancho Cordova; and

(4) The EIR adequately describes the Project, its environmental impacts, reasonable alternatives, and appropriate mitigation measures.

Part 3. Adoption of Findings, Statement of Overriding Considerations and Mitigation Monitoring Plan

BE IT FURTHER RESOLVED that the City Council adopts the following in conjunction with approval of the Project:

(1) Mitigation Findings Pursuant to CEQA Guidelines Section 15091, as set forth in Section A below and incorporated herein by reference.

(2) Findings Concerning Alternatives, as set forth in Section B below and incorporated herein by reference.

(3) Statement of Overriding Considerations, as set forth in Section C below and incorporated herein by reference.

(4) Mitigation Monitoring Plan, attached as Exhibit 1 and incorporated herein by reference.

Part 4. Finding of Consistency with Rancho Cordova General Plan

BE IT FURTHER RESOLVED that the City Council finds as follows with respect to the Project:

Since the City's incorporation, and throughout the planning process for the Project, the City proceeded with the preparation of its own draft General Plan. The City Council approved and adopted the Rancho Cordova General Plan on June 26, 2006 (Resolution No. 117-2006). The Project was designed and reviewed in accordance with the draft General Plan and the interim guidelines adopted by the City as part of the Interim General Plan, all of which have been incorporated into, and become a part of, the City's General Plan. As part of the EIR process, a General Plan consistency analysis of the Project was prepared, which reviewed the Project's consistency with the goals and policies of the draft General Plan. (As reflected in the "General Plan Consistency Table" (Exhibit C to Rancho Cordova Ordinance 40-2006), the Project is consistent with the new General Plan.)

State statute (Cal. Gov't Code Section 65360) provides that legislative bodies of newly incorporated cities, prior to adoption of a general plan, are not subject to the requirement that the decisions of legislative bodies must be consistent with the general plan in effect in such city, provided that the requirements set forth in Section 65360 are met. Although the City adopted a new General Plan on June 26, 2006, the new General Plan does not go into effect until July 26, 2006. Accordingly, the City Council finds that the Project, as proposed, is consistent not only with the new General Plan, but also with the policies of the City's Draft General Plan (circulated for public comment on March 13, 2006, and subject to minor revisions thereafter), and also finds (for purposes of Section 65360):

(1) There is a reasonable probability that the action proposed will be consistent with the new General Plan; and

(2) There is little or no probability of substantial detriment to or interference with the new General Plan, if approval of the Project is ultimately inconsistent with the General Plan.

SECTION A. MITIGATION FINDINGS PURSUANT TO CEQA GUIDELINES SECTION 15091

CEQA contains a general statutory command that public agencies should not approve projects that would cause significant environmental effects when there are feasible mitigation measures or feasible alternatives that can substantially lessen such effects. (Cal. Pub. Res. Code § 21002.) CEQA requires that, after certifying a final EIR, the decision-makers of a lead agency must adopt findings describing the disposition of each significant effect identified in the EIR. One possible finding is that proposed mitigation measures or alternatives are infeasible. (Pub. Res. Code § 21081, subd. (a)). "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors. CEQA Guidelines Section 15364.

"Feasibility" under CEQA encompasses "desirability" to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors. *City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417. Thus, an agency's decision-makers are free to reject an alternative that they consider undesirable from a policy standpoint, provided that any such decision reflects this balance of these factors. *Id.*

With respect to potentially significant impacts of the Project, the City Council makes each of the findings set forth below:

Human Health/Risk of Upset

Impact 4.3.5. Due to past activities in the area of the Project, the potential for exposure to contaminated groundwater exists. (DEIR, p. 4.3-17.) *Potentially significant environmental impact.*

> Mitigation Measure 4.3.5: The Project site shall be specifically inspected for water supply wells, septic tanks, leach lines, and cisterns. All water supply wells shall be properly destroyed via the well abandonment procedures of the County Environmental Health Division. All septic-tanks, leach lines, and cisterns shall be located, removed, and backfilled in accordance with the recommendations of a qualified geotechnical engineer. This measure shall be implemented prior to the approval of improvement plans, and shall be enforced and monitored by the City's Planning Department and the Sacramento County Environmental Health Department.
>
> Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by removing the major sources of exposure to contaminated groundwater.

Impact 4.3.6. Implementation of the Project may expose people to hazardous materials and/or soil contamination. (DEIR, p. 4.3-19.) *Potentially significant environmental impact.*

> Mitigation Measure 4.3.6a: The abandoned water tank, associated truck bed, and all debris, trash, discarded, and/or out-of operation items shall be removed from the Project site and properly disposed of or recycled off-site. This measure shall be implemented prior to grading excavation and site preparation activities and shall be enforced and monitored by the City's Planning Department.

Mitigation Measure 4.3.6b: If Underground Storage Tanks ("USTs") are discovered during site preparation activities, procedures to remove the tank(s) shall be undertaken in accordance with City and Sacramento County Environmental Management Department (EMD) standards and regulations. Development of the site shall not commence until the site is deemed remediated and clear of USTs, for development by the City in consultation with the EMD. This measure shall be enforced and monitored by the City's Planning Department and the EMD.

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by removing and remediating potential sources of hazardous materials and/or soil contamination prior to development of the Project.

Transportation and Circulation

Impact 4.4.1a. Implementation of the Project under Baseline conditions would result in the worsening of already deficient Level of Service ("LOS") and/or an increase of 0.05 or greater in the volume-to-capacity ratio to Mather Boulevard between Femoyer Street and Douglas Road. (DEIR, p. 4.4-63.) *Significant environmental impact.*

Mitigation Measure 4.4.1a: Widen Femoyer Street from one to two lanes in each direction between International Drive and Mather Boulevard, construct Mather Boulevard between Femoyer Street and the planned extension of Zinfandel Drive (south of the Villages of Zinfandel development) as a four-lane roadway, and construct Zinfandel Drive as a four-lane roadway from Mather Boulevard to Douglas Road. The Project's fair-share participation in these improvements and the associated timing of these improvements shall be identified in conditions of approval and the Project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impacts will remain significant and unavoidable in the short-term to Mather Boulevard between Femoyer Street and Douglas Road because these roadway facilities are partially located in the County, and therefore the City's control over the timing of permitting is limited, and potential timing issues in obtaining permits for wetland fill under Section 404 of the Clean Water Act, and there are no feasible mitigation measures or alternatives that would reduce this short-term impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh the short-term significant impacts, as further set forth in the Statement of Overriding Considerations below. The above feasible mitigation measure will ultimately avoid or substantially lessen the significant environmental impact described to a less than significant level by providing LOS D or better operations on the affected facilities.

Impact 4.4.1b. Implementation of the Project under Baseline conditions would result in the worsening of already deficient LOS and/or an increase of 0.05 or greater in the volume-to-

capacity ratio to Douglas Road between Mather Boulevard and Sunrise Boulevard. (DEIR, p. 4.4-63.) *Significant environmental impact.*

Mitigation Measure 4.4.1b: Widen the segment of Douglas Road between the planned extension of Zinfandel Drive (referenced in MM 4.4.1a) and Sunrise Boulevard from one to two lanes in each direction. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and the Project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, this impact will remain significant and unavoidable in the short-term to Douglas Road between Mather Boulevard and Sunrise Boulevard because of these facilities' location in two jurisdictions, both the City and Sacramento County, and potential timing issues in obtaining permits for wetland fill under Section 404 of the Clean Water Act and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh the short-term significant impacts, as further set forth in the Statement of Overriding Considerations below. The above feasible mitigation measure will ultimately avoid or substantially lessen the significant environmental impact described to a less than significant level by providing LOS D or better operations.

Impact 4.4.1c. Implementation of the Project under Baseline conditions would result in the worsening of already deficient LOS and/or an increase of 0.05 or greater in the volume-to-capacity ratio to Sunrise Boulevard between Folsom Boulevard and White Rock Road. (DEIR, p. 4.4-63.) *Significant environmental impact.*

Mitigation Measure 4.4.1c: Construct improvements identified in mitigation measures MM 4.4.1a and MM 4.4.1b (above) and construct the Zinfandel Drive Extension between International Drive and Mather Boulevard as a four-lane roadway. The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the Project's development agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measures, which are incorporated into the Project as conditions of approval, both the short-term and long term the impacts to Sunrise Boulevard between Folsom Boulevard and White Rock Road will remain significant and unavoidable because the measures would not fully mitigate traffic impacts to the City's LOS D standard and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh the significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.4.1d. Implementation of the Project under Baseline conditions would result in the

worsening of already deficient LOS and/or an increase of 0.05 or greater in the volume-to-capacity ratio to Sunrise Boulevard between Kiefer Boulevard and SR-16. (DEIR, p. 4.4-63.) *Significant environmental impact.*

Mitigation Measure 4.4.1d: Widen the segment of Sunrise Boulevard between Kiefer Boulevard and SR-16 from one to two lanes in each direction. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and the Project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, this impact will remain significant and unavoidable in the short-term to Sunrise Boulevard between Kiefer Boulevard and SR-16 due to these roadway facilities' location in both the City and County and potential timing issues in obtaining permits for wetland fill under Section 404 of the Clean Water Act, and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh the short-term significant impacts, as further set forth in the Statement of Overriding Considerations below. The above feasible mitigation measures will ultimately avoid or substantially lessen the significant environmental impact described to a less than significant level by providing LOS D or better operations.

Impact 4.4.2. Implementation of the Project will result in the worsening of already deficient LOS and/or an increase of 0.05 volume-to-capacity ratio at signalized intersections under Baseline conditions. The following intersections would be significantly impacted: SR-16/Excelsior Road, SR-16/Eagles Nest Road, SR-16/Grant Line Road, Douglas Road/Grant Line Road, Douglas Road/Sunrise Boulevard, Sunrise Boulevard/White Rock Road, and Grant Line Road/White Rock Road. (DEIR, p. 4.4-68.) *Significant environmental impact.*

Mitigation Measure 4.4.2a: Widen the northbound and southbound approaches to the SR-16/Excelsior Road intersection to provide one exclusive left-turn lane and a shared through/right-turn lane on each approach with protected left-turn phasing. The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Caltrans and Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impact remains significant, and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.2b: Install a traffic signal at the SR-16/Eagles Nest Road intersection. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in the conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Caltrans and Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impact remains significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.2c: Widen the northbound and southbound approaches to the SR-16/Grant Line Road intersection to provide one exclusive left-turn lane and a shared through/right-turn lane on each approach with protected left-turn phasing. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Caltrans and Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impact remains significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.2d: Install a traffic signal at the Douglas Road/Grant Line Road intersection. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impact remains significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations

below.

Mitigation Measure 4.4.2e: Widen Sunrise Boulevard between Douglas Road and just south of Chrysanthy Boulevard (to provide transition from the six and four-lane sections) from two to three lanes in each direction and widen the northbound, southbound, eastbound, and westbound approaches to the Douglas Road/Sunrise Boulevard intersection to provide the following lane configurations:

- Two left-turn lanes, three through lanes, and one right-turn lane on the northbound approach;
- Two left-turn lane, three through lanes, and one right-turn lane on the southbound approach;
- Two left-turn lane, two through lanes, and one right-turn lane on the eastbound approach; and
- Two left-turn lanes, one through lane, a shared through/right-turn lane, and one right-turn lane on the westbound approach.

The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in the conditions of approval and/or the development agreement.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because the mitigation measures provided will not improve the LOS at this intersection to LOS D or better and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.2f: Implement Mitigation Measures MM 4.4.1a, MM 4.4.1b, and MM 4.4.1c and construct the extension of International Drive between Kilgore Road and Sunrise Boulevard as a four-lane roadway. This improvement would require installation of a traffic signal and widening of Sunrise Boulevard to accommodate two left-turn pockets on the northbound approach and a separate right-turn lane on the southbound approach. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because the mitigation measures provided will not improve the LOS at this intersection to LOS D or better and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.2g: Install a traffic signal and widen the northbound approach to provide an exclusive left-turn lane and a through lane. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a conditions of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impact remains significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.4.3. Implementation of the Project will exacerbate unacceptable LOS conditions along the Sunrise Boulevard corridor in excess of the 6,500 residential building lot threshold set forth in Zoning Condition 48 associated with the Sunridge Specific Plan. (DEIR, p. 4.4-75.) *Significant environmental impact.*

Mitigation Measure 4.4.3: The Project Applicant shall participate with the City in the development of roadway capacity improvements for the Sunrise Boulevard corridor, which may include a combination of any of the following:

- Scenario 1 – The construction of a six-lane extension of International Drive between Kilgore Road and Sunrise Boulevard. A portion of this improvement is identified under Mitigation Measure MM 4.4.2f.

- Scenario 2 – Scenario 1 plus the construction of four lanes on Douglas Road from Sunrise Boulevard to Zinfandel Drive (identified under Mitigation Measure MM 4.4.1b), four lanes on Zinfandel Drive from Douglas Road to Mather Boulevard (identified under Mitigation Measure MM 4.4.1a), and four lanes on Mather Boulevard between Zinfandel Drive and Industrial Drive (identified under Mitigation Measure MM 4.4.1a), but not the extension of Zinfandel Drive between Industrial Drive and Mather Boulevard through the Villages of Zinfandel Development.

- Scenario 3 –Scenario 2 plus the construction of a four-lane extension of Zinfandel Drive between International Drive and Mather Boulevard (identified under Mitigation Measure MM 4.4.1c).

- Scenario 4 – Includes Scenario 3 with only two lanes on Mather Boulevard between Zinfandel Drive and International Drive.

- Scenario 5 – Includes Scenario 4 without the International Drive extension (Scenario 1) between Kilgore Road and Sunrise Boulevard

- Scenario 6 – Includes only the Sunrise Boulevard Reliever (as a four-lane roadway) and interchange at US-50.

Mitigation may also include other additional roadway improvements that may be identified in the City's traffic improvement phasing study. The Project's fair-share participation in these improvements and the associated timing/phasing of these improvements and potential phasing of Project site development shall be identified in conditions of approval and/or the development agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measures, which are incorporated into the Project as conditions of approval, the impact remains significant because Sunrise Boulevard will continue to operate at an unacceptable level of service and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.4.4. Implementation of the Project will exacerbate unacceptable operations on eastbound and westbound US-50 under Baseline conditions. (DEIR, p. 4.4-85.) *Significant environmental impact.*

Mitigation Measure 4.4.4: Implement the following improvements to the US-50 corridor:

- Installation of ramp metering on the Mather Field Road and Zinfandel Drive eastbound loop on-ramps.
- Installation of ramp metering on the Mather Field Road Zinfandel Drive eastbound direct on-ramp.
- Construction of an auxiliary lane prior to the Mather Field Road eastbound off-ramp.
- Construction of an auxiliary lane after the Mather Field Road eastbound direct on-ramp.
- Construction of an auxiliary lane after the Zinfandel Drive eastbound direct on-ramp.
- Coordination of traffic signal timing at freeway interchanges with adjacent City intersections to minimize impact of vehicles queue spillback onto US-50.
- Construction of various parallel facilities to US-50 including improvements to SR-16, the extension of International Drive to Sunrise Boulevard, and the extension of Kiefer Boulevard to Sunrise Boulevard.
- The extension of HOV lanes from Sunrise Boulevard to Downtown Sacramento (or an interim project to Watt Avenue).
- HOV enhancements to existing interchanges such as bypass lanes at existing metered on-ramps.

The Project's fair-share participation in these improvements shall be identified in

conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Caltrans and Sacramento County (as necessary). This measure shall be monitored and enforced by the City's Public Works Department.

Finding: Implementation of the above mitigation measures, which are incorporated into the Project as conditions of approval, will reduce this impact to some extent. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impacts remain significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.4.5. Implementation of the Project will increase demand for transit service in the City. (DEIR, p. 4.4-86.) *Potentially significant environmental impact.*

Mitigation Measure 4.4.5: The project shall participate in capital improvements for transit service as well as operational services. The Project's fair-share participation in these improvements and the associated timing of these improvements shall be identified in conditions of approval and/or the development agreement. Improvements to transit service shall be coordinated with Regional Transit (as necessary). This measure shall be monitored and enforced by City's Public Works Department.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by providing necessary public transit systems.

Impact 4.4.7. Implementation of the Project under Interim Year (2014) conditions would result in the worsening of already deficient LOS and/or an increase of 0.05 or greater of the volume-to-capacity ratio on Mather Boulevard between Femoyer Street and Douglas Road and on Sunrise Boulevard between White Rock Road and Douglas Road. (DEIR, p. 4.4-88.) *Significant environmental impact.*

Mitigation Measure 4.4.7: Widen Sunrise Boulevard from White Rock Road to just south of Douglas Road from two to three lanes in each direction. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and the development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact will remain significant and unavoidable in the short-term due to anticipated right-of-way acquisition needs and potential timing issues in obtaining permits for wetland fill under Section 404 of the Clean Water Act. Specific economic, legal, social, technological and other benefits of the Project outweigh this short-term significant impact, as further set forth in the Statement

of Overriding Considerations below. The above feasible mitigation measure will ultimately avoid or substantially lessen the significant environmental impact described to a less than significant level by providing LOS D or better operations.

Impact 4.4.8. Implementation of the Project will result in the worsening of already deficient LOS and/or an increase of 0.05 or greater of the volume-to-capacity ratio at signalized intersections or a 5 second or greater delay at the unsignalized intersections Grant Line Road/Sunrise Boulevard, Grant Line Road/Kiefer Boulevard, Douglas Road/Grant Line Road, Douglas Road/Sunrise Boulevard, and Sunrise Boulevard/International Drive under Interim Year (2014) conditions. (DEIR, p. 4.4-91.) *Significant environmental impact.*

Mitigation Measure 4.4.8a: Widen the eastbound approach to the Grant Line Road/Sunrise Boulevard intersection and construct a second eastbound to northbound left-turn lane. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impacts remain significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.8b: Install a traffic signal at the Grant Line Road/Kiefer Boulevard intersection with protected left-turn phasing on all approaches. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impacts remain significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.8c: Install a traffic signal at the Douglas Road/Grant Line Road intersection as identified under Mitigation Measure MM 4.4.2d and widen the northbound and southbound approaches to include the following lane configurations:

- One left-turn lane and a separate through lane on the northbound approach

- One right-turn lane and a separate through lane on the southbound approach.

The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impacts remain significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.8d: In addition to the improvements identified in Mitigation Measures MM 4.4.2e, the westbound approach of the Douglas Road/Sunrise Boulevard intersection shall consist of two left-turn lanes, two through lanes, and one right-turn lane. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because this intersection will continue to operate at an unacceptable level of service (LOS F) and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.8e: In addition to the improvements identified under mitigation measures MM 4.4.1a, MM 4.4.1b, MM 4.4.1c and MM 4.4.2f, widen the northbound and eastbound approaches to the Sunrise Boulevard/International Drive intersection to include the following lane configurations:

- Two left-turn lanes, three through lanes, and one right-turn lane on the northbound approach

- One left-turn lane, one through lane, and two right-turn lanes on the eastbound approach.

The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development

agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because this intersection will continue to operate at level of service (LOS F) and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.4.9. Implementation of the Project will exacerbate unacceptable operations on eastbound and westbound US-50 under Interim Year (2014) conditions. (DEIR, p. 4.4-99.) *Significant environmental impact.*

Mitigation Measure: Implement Mitigation Measure MM 4.4.4 (as stated above).

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this facility is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impact remains significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.4.10. Implementation of the Project will increase the demand for transit service in the City under Interim Year (2014) conditions. (DEIR, p. 4.4-99.) *Potentially significant environmental impact.*

Mitigation Measure: Implement Mitigation Measure MM 4.4.5 (as stated above).

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by providing necessary public transit systems.

Impact 4.4.12. Implementation of the Project would result in the worsening of already deficient LOS and/or an increase of 0.05 or greater of the volume-to-capacity ratio on deficiently operating roadways as well as trigger some roadways to exceed the City's LOS D standards located within the project area under Cumulative (Year 2030) Conditions with both the Hazel Avenue Extension Scenarios. The impacted roadways include Mather Boulevard between Femoyer Street and Zinfandel Drive, Mather Field Road between the US-50 Eastbound Ramps and International Drive, Douglas Road between Sunrise Boulevard and Jaeger Road, Chrysanthy Boulevard between Jaeger Road and Americanos Boulevard, Sunrise Boulevard between Douglas Road and Chrysanthy Boulevard, Jaeger Road between White Rock Road and Douglas Boulevard, and Jaeger Road between Douglas Road and Chrysanthy Boulevard. (DEIR, p. 4.4-104.) *Significant environmental impact.*

Mitigation Measure 4.4.12a: Implement Mitigation Measure MM 4.4.1a (as stated

above).

Finding: The above mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the significant environmental impact described to a less than significant level by providing for LOS D or better operations.

Mitigation Measure 4.4.12a: Construct the extension of Hazel Avenue from US-50 to Grant Line Road to a width of two lanes each way. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as conditions of approval, will provide LOS D or better operations. However, because this facility is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impact remains significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.12b: Widen the segment of Douglas Road (from Sunrise Boulevard to Jaeger Road) from two to three lanes in each direction. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact will remain significant and unavoidable in the short-term because potential timing issues in obtaining permits for wetland fill under Section 404 of the Clean Water Act and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh the short-term significant impacts, as further set forth in the Statement of Overriding Considerations below. The above feasible mitigation measures will ultimately avoid or substantially lessen the significant environmental impact described to a less than significant level by providing LOS D or better operations.

Mitigation Measure 4.4.12c: Widen the segment of Chrysanthy Boulevard (Jaeger Road to Americanos Boulevard) from two to three lanes in each direction. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E

implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable. This measure shall be monitored and enforced by City's Public Works Department.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the significant environmental impact described to a less than significant level by providing for LOS D or better operations.

Mitigation Measure 4.4.12d: Widen Grant Line Road from one to two lanes each way between Sunrise Boulevard and SR-16 and between Douglas Road and White Rock Road and implement Mitigation Measure MM 4.4.12a. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because this facility will continue to operate at an unacceptable level of service (LOS F) and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.12e: Widen the segment of Jaeger Road (from White Rock Road to Douglas Road) from two to three lanes in each direction. The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact will remain significant and unavoidable in the short-term to Jaeger Road between White Rock Road and Douglas Boulevard due to potential timing issues in obtaining permits for wetland fill under Section 404 of the Clean Water Act, and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh the short-term significant impacts, as further set forth in the Statement of Overriding Considerations below. The above feasible mitigation measures will ultimately avoid or substantially lessen the significant environmental impact described to a less than significant level by providing LOS D or better operations.

Mitigation Measure 4.4.12f: Widen Jaeger Road (from Douglas Road to Chrysanthy Boulevard) from two to three lanes in each direction. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be

identified in conditions of approval and/or the development agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a conditions of approval, the impact remains significant because Sunrise Boulevard would still operate at an unacceptable level of service (LOS F) and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.4.13. Implementation of the project will result in the worsening of already deficient LOS, an increase of 0.05 volume-to-capacity ratio at signalized intersections, cause a 5 second or greater delay at unsignalized intersections as well as trigger some intersections to exceed the City's LOS D standards at study area intersections under Cumulative (Year 2030) Conditions with both the Hazel Avenue Extension Scenarios. The intersections impacted include: SR-16/Excelsior Road under Cumulative (Year 2030) conditions without the Hazel Avenue Extension; Grant Line Road/Sunrise Boulevard under Cumulative (Year 2030) conditions with the Hazel Avenue Extension; Grant Line Road/Kiefer Boulevard under Cumulative (Year 2030) conditions with both Hazel Avenue Extension scenarios; Douglas Road/Grant Line Road under Cumulative (Year 2030) conditions with both Hazel Avenue Extension scenarios; Douglas Road/Sunrise Boulevard under Cumulative (Year 2030) conditions without the Hazel Avenue Extension (PM peak only) and with the Hazel Avenue Extension (AM and PM peak); Sunrise Boulevard/International Drive under Cumulative (Year 2030) conditions with both the Hazel Avenue Extension scenarios; Douglas Road/Jaeger Road under Cumulative (Year 2030) conditions with both the Hazel Avenue Extension scenarios; Douglas Road/Americanos Boulevard under Cumulative (Year 2030) conditions with the Hazel Avenue Extension; Chrysanthy Boulevard/Sunrise Boulevard under Cumulative (Year 2030) conditions with both the Hazel Avenue Extension scenarios; Chrysanthy Boulevard/Jaeger Road under Cumulative (Year 2030) conditions with both the Hazel Avenue Extension scenarios; and Jaeger Road/White Rock Road intersection under Cumulative (Year 2030) conditions with both the Hazel Avenue Extension scenarios. (DEIR, p. 4.4-110.) *Significant environmental impact.*

Mitigation Measure 4.4.13a: Widen the eastbound approach to the SR-16/Excelsior Road intersection and provide two eastbound to northbound left-turn lanes, which would require widening Excelsior Road north of SR-16 to provide a lane transition from two to one lane. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impacts remain significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.13a2: Implement Mitigation Measure MM 4.4.8b, install a traffic signal at the Grant Line Road/Kiefer Boulevard intersection with protected left-turn phasing on all approaches. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impacts remain significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.13b: Associated with the implementation of Mitigation Measures MM 4.4.2d and MM 4.4.8c, provide a protected left-turn phasing on the northbound approach at the Douglas Road/Grant Line Road intersection. The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as conditions of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impacts remain significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.13c: In addition to implementation of Mitigation Measures MM 4.4.12a and d, construct at-grade intersection enhancements (e.g., three separate left-turn lanes and two separate right-turn lanes). The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because this intersection will continue to operate at an unacceptable level of service and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.13d: In addition to the implementation of the intersection improvements identified under Mitigation Measure MM 4.4.8e, the eastbound approach of the Sunrise Boulevard/International Drive intersection shall be modified to consist of two left-turn lanes, a shared through/right-turn lane, and one right-turn lane on the eastbound approach. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because this intersection will continue to operate at an unacceptable level of service and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.13e: In addition to the implementation of Mitigation Measure MM 4.4.12b, construct the following lane configurations at the intersection:

- Two left-turn lanes, three through lanes, and one right-turn lane on all approaches.

The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because this intersection will continue to operate at an unacceptable level of service. The one feasible mitigation measure or alternative that would reduce this impact to a less than significant level will have other significant impacts by increasing the pedestrian crossing distance. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.13f: In addition to the implementation of Mitigation Measure MM 4.4.12b, construct the following lane configurations at the Douglas Road/Americanos Boulevard intersection:

- Two left-turn lanes, two through lanes, and one right-turn lane on the northbound and southbound approaches
- Two left-turn lanes, three through lanes, and one right-turn lane on the eastbound approach
- Two left-turn lanes, three through lanes, and two right-turn lane on the westbound approach
- Widening of Douglas Road east of Americanos Boulevard to

accommodate a lane transition from six to four lanes

- The addition of three northbound and southbound through lanes with transition to four lanes.

The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because this intersection will continue to operate at an unacceptable level of service and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.13g: In addition to the implementation of Mitigation Measures MM 4.4.12a and d, widen the westbound approach to provide the following lane configurations at the intersection:

- Three through lanes and one right-turn lane on the northbound approach
- Two left-turn lanes and three through lanes on the southbound approach
- Two left-turn lanes and two right-turn lanes on the westbound approach.

The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because this intersection will continue to operate at an unacceptable level of service and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.13h: In addition to the implementation of Mitigation Measure MM 4.4.12e, provide the following lane configurations at the intersection:

- Two left-turn lanes, three through lanes, and one right-turn lane on the northbound and southbound approaches
- Two left-turn lanes, two through lanes, and one right-turn lane on the eastbound and approach
- Two left-turn lanes, two through lanes, and two right-turn lanes on the

westbound approaches

This improvement would require widening Jaeger Road south of Chrysanthy Boulevard to accommodate a lane transition from six total lanes to four total lanes. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact will remain significant and unavoidable in the short-term to the Chrysanthy Boulevard/Jaeger Road intersection due to potential timing issues in obtaining permits for wetland fill under Section 404 of the Clean Water Act, and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh the short-term significant impacts, as further set forth in the Statement of Overriding Considerations below. The above feasible mitigation measures will ultimately avoid or substantially lessen the significant environmental impact described to a less than significant level by providing LOS D or better operations.

Mitigation Measure 4.4.13i: Widen White Rock Road from one lane in each direction to three lanes in each direction to the east and west of the Jaeger Road/White Rock Road intersection and provide the following lane configurations at the intersection:

- Two left-turn lanes, three through lanes, and one right-turn lane on the northbound and southbound approaches

- Two left-turn lanes, three through lanes, and two right-turn lanes on the eastbound and westbound approaches

This improvement would also require improvements at the Americanos and Grant Line Road intersection to accommodate the number of through lanes on White Rock Road. The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because this intersection will continue to operate at an unacceptable level of service and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Mitigation Measure 4.4.13j: In addition to the implementation of Mitigation Measure MM

4.4.12d, the following lane configurations shall be made at the Grant Line Road/Sunrise Boulevard intersection:

- One left-turn lane, one through lane, and one shared through/right-turn lane on the westbound approach.

The Project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Sacramento County. This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide LOS D or better operations. However, because this intersection is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impacts remain significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.4.14. Implementation of the project will exacerbate unacceptable operations on eastbound and westbound US-50 under cumulative conditions. (DEIR, p. 4.4-127.) *Significant environmental impact.*

Mitigation Measure: Implement Mitigation Measure MM 4.4.4 (as stated above). The Project's fair-share participation in these improvements shall be identified in conditions of approval and/or the development agreement. Improvements to this intersection shall be coordinated with Caltrans and Sacramento County (as necessary). This measure shall be monitored and enforced by City's Public Works Department.

Finding: Implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, will provide. However, because this facility is outside of the City's jurisdiction and the City cannot ensure that these improvements would be completed, the impacts remain significant and there are no other feasible mitigation measures or alternatives that the City has the authority to undertake that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.4.15. Implementation of the project will increase demand for transit service in the City under cumulative conditions. (DEIR, p. 4.4-127.) *Significant environmental impact.*

Mitigation Measure: Implement Mitigation Measure MM 4.4.5. The Project's fair-share participation in these improvements and the associated timing of these improvements shall be identified in conditions of approval and/or the development agreement. Improvements to transit service shall be coordinated with Regional Transit (as necessary). This measure shall be monitored and enforced by City's Public Works Department.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the significant environmental impact described to a less than significant level by providing necessary public transit systems.

Noise

Impact 4.5.2. The commercial land uses associated with the project may generate noise levels in excess of City standards. (DEIR, p. 4.5-18.) *Potentially significant environmental impact.*

Mitigation Measure 4.5.2a: The Project's commercial uses shall incorporate the best available practices/technology to ensure that the rooftop mechanical equipment is shielded from proposed residential uses or placed within equipment rooms to avoid exceedance of applicable City noise standards illustrated in Table 4.5 3 of the DEIR. This measure will be implemented prior to the issuance of building permits. This measure shall be monitored and enforced by the City's Planning and Public Works Departments.

Mitigation Measure 4.5.2b: Mechanical equipment associated with the proposed grocery store food cold storage, all air conditioning systems for the smaller uses, and the rooftop mechanical equipment constructed for the proposed grocery store shall be located within equipment rooms, acoustical enclosures, or shielded from view of adjacent residential uses by use the best available practices/technology to ensure applicable noise standards, as illustrated in Table 4.5 3 of the DEIR, are not exceeded. This measure will be implemented prior to the issuance of building permits for the grocery store and verification shall occur prior to the issuance of Certificates of Occupancy. This measure shall be monitored and enforced by the City's Planning Department.

Mitigation Measure 4.5.2c: The commercial loading dock associated with the proposed grocery store shall be relocated at a distance from the nearest proposed residences not to exceed the noise standards identified in Table 4.5-3 of the DEIR; or

The commercial loading dock associated with the proposed grocery store shall be shielded from view of the nearest residences by intervening commercial structures; or

The commercial loading dock area shall be shielded from view from nearby proposed residences by a solid noise barrier 8 feet in height. The identified location for such a barrier is shown on the conceptual site plan for the commercial area on Figure 4.5-3.

Implementation of this measure shall carry through Design Review, and shall be completed prior to the issuance of building permits for the grocery store. Verification of the implementation of this measure shall occur prior to the issuance of Certificates of Occupancy. This measure shall be monitored and enforced by the City's Planning Department.

Mitigation Measure 4.5.2d: Commercial deliveries within 100 feet of residential uses shall be limited to daytime hours (7:00 am to 9:00 pm). A delivery plan/manual shall be developed and a copy submitted to the Planning Department for review prior to the issuance of Certificates of Occupancy. The plan/manual shall include limitations on delivery hours and shall be posted on the premises.

Additionally, permanent signs specifying delivery hour limitations shall be posted in the delivery areas of the premises. Verification of the implementation of this measure shall occur prior to the issuance of Certificates of Occupancy. This measure shall be monitored and enforced by the City's Planning Department.

Mitigation Measure 4.5.2e: Commercial delivery trucks shall be prohibited from idling within 100 feet of residential uses during the hours from 9:00 pm to 7:00 am. A delivery plan/manual shall be developed and a copy submitted to the Planning Department for review prior to the issuance of Certificates of Occupancy. The plan/manual shall include limitations on delivery hours and shall be posted on the premises.

Additionally, permanent signs specifying delivery hour limitations shall be posted in the delivery areas of the premises. Verification of the implementation of this measure shall occur prior to the issuance of Certificates of Occupancy. This measure shall be monitored and enforced by the City's Planning Department.

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by reducing the sources of commercial noise and limiting the generation of commercial noise to less noise-sensitive times of day.

Impact 4.5.4. Project construction activities could generate noise levels in excess of established noise standards. (DEIR, p. 4.5-21.) *Potentially significant environmental impact.*

Mitigation Measure 4.5.4: The following specifications shall be required for all construction contractors and are applicable to all construction activities:

- Construction activities involving heavy equipment (e.g., trenching, grading, bobcats, jackhammers, etc.) shall be prohibited on Sundays and federal holidays and limited to hours in accordance with the Rancho Cordova standards listed in Table 4.5-3 (7 a.m. to 10 p.m.) Monday – Saturday; and

- All fixed construction equipment (e.g., compressors, generators, mixers, etc.) shall be located as far as feasibly possible from existing developments and potential sensitive receptors; and

- All intake and exhaust ports on power construction equipment and impacts tools shall be equipped with the latest noise muffling technology; and

- All internal combustion construction equipment shall be tuned and in proper operating condition.

Implementation of these measures shall occur prior to approval of grading and improvement plans and shall be on-going during all construction activities. This measure shall be monitored and enforced by the City's Planning Department.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant

because temporary noise impacts from construction will remain in excess of City standards and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.5.6. Cumulative traffic noise levels on the roadways adjacent to or within the project area may adversely impact future noise-sensitive development within the project area. (DEIR, p. 4.5-22.) *Significant environmental impact.*

Mitigation Measure 4.5.6a: Outdoor activity areas (backyards or patio areas) of the residences proposed adjacent to Jaeger Road and Chrysanthy Boulevard shall be located on the opposite side of the residence from the roadway (thereby having the residential structure shield the sensitive outdoor areas from excessive traffic noise); or

A solid noise barrier should be constructed adjacent to these individual outdoor activity areas to intercept line of sight to the adjacent roadway noise sources.

The Project Applicant shall demonstrate compliance with City noise standards under either of the above options. Implementation of this measure shall occur prior to the issuance of building permits and shall carry through the Design Review of all applicable structures. This measure shall be monitored and enforced by the City's Planning Department.

Mitigation Measure 4.5.6b: Mechanical ventilation (air conditioning) shall be provided for all residences located within this development to allow occupants to close doors and windows as desired to achieve acoustical isolation. Implementation of this measure shall occur prior to the issuance of building permits and shall carry through the Design Review of all applicable structures. This measure shall be monitored and enforced by the City's Planning Department.

Mitigation Measure 4.5.6c: All bedroom windows of the residences constructed adjacent to Jaeger Road from which the roadway is visible shall have a minimum Sound Transmission Class (STC) rating of 30. If sound walls are constructed to mitigate first floor noise levels, this measure would only be applicable to second floor areas of these residences. Implementation of this measure shall occur prior to the issuance of building permits and shall carry through the Design Review of all applicable structures. This measure shall be monitored and enforced by the City's Planning Department.

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the significant environmental impact described to a less than significant level by removing and isolating sensitive receptors from the source of the noise impacts.

Air Quality

Impact 4.6.1. Implementation of the Project will result in temporarily increased particulate matter levels in the immediate vicinity during construction. (DEIR, p. 4.6-21.) *Significant environmental impact.*

Mitigation Measure 4.6.1a: The Project shall ensure that emissions from all off-road

diesel powered equipment used on the Project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and the Sacramento Metropolitan Air Quality Management District ("SMAQMD") shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing herein shall supersede other SMAQMD or state rules or regulations.

Prior to issuance of a grading permit, the applicant/developer shall incorporate the following measures into the construction contract documents, which shall be submitted for the review and approval of the City Engineer:

- Strict compliance with SMAQMD's Rule 403 shall be written into construction contracts.
- Keep soil moist at all times.
- Maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer).
- Use emulsified diesel or diesel catalysts on applicable heavy-duty construction equipment.
- Water soil piles three times daily.

This measure shall be implemented prior to approval of any plans or permits and throughout construction activities. This measure shall be monitored and enforced by the City's Planning Department and SMAQMD.

Mitigation Measure 4.6.1b: In order to fully mitigate the construction related emissions, applicant shall pay SMAQMD an off-site mitigation fee as specified in the construction mitigation spreadsheet, which is attached in Appendix 4.6 of the Final EIR. This fee shall be paid in total or as tentative maps get approved prior to issuance of any grading permit and/or ground disturbance. This measure shall be monitored and enforced by the City's Planning Department and SMAQMD.

Finding: Even with the implementation of the above mitigation measures, which are incorporated into the Project as conditions of approval, the impact remains significant because grading for project construction will exceed the 15 acre limit established by SMAQMD for adequate mitigation. As described in the Final EIR, mitigation measure MM 4.6.1b was revised after circulation of the Draft EIR, in response to a comment letter from Jeane Borkenhagen, Sacramento Metropolitan Air Quality Management District (SMAQMD) (Dec. 27, 2006), who urged that additional mitigation should be required to further mitigate the project's construction-related emissions. There are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the

Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.6.2. Construction activities associated with the Project will result in temporarily increased Nitrogen Oxide emissions greater than the SMAQMD threshold of 85 pounds per day. (DEIR, p. 4.6-24.) *Significant environmental impact.*

Mitigation Measure 4.6.2: The Project shall provide a plan for approval by SMAQMD demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a Project-wide fleet-average 20 percent NOx reduction and 45 percent particulate reduction compared to the most recent CARB fleet average at time of construction; and the Project Applicant shall submit to SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction of the Project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, a Project representative shall provide SMAQMD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman. This measure shall be implemented prior to ground disturbance and throughout construction activities. Additionally, SMAQMD verification that the Project is in substantial compliance with this measure shall be submitted to the City of Rancho Cordova Planning Department prior to approval of all project plans and permits.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains significant because construction related NOx emissions would remain above 85 pounds per day and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.6.4. Implementation of the Project will result in the increase in emissions of both chemical precursors of ozone. (DEIR, p. 4.4-25.) *Significant environmental impact.*

Mitigation Measure 4.6.4: The Project Applicant shall implement the revised Air Quality Mitigation Plan, endorsed by SMAQMD, as included in Appendix 4.6 of the Final EIR. The revised Air Quality Mitigation Plan will serve as partial mitigation for the operational emissions of the project. This measure shall be implemented throughout all phases of the Project. This measure shall be monitored and enforced by the City's Planning Department and SMAQMD.

Finding: Even with the implementation of this measures (and , thus, the measures described in the Air Quality Plan), which is incorporated into the Project as a condition of approval, the impact remains significant because the Project's operational emissions of ROG and NOx will both exceed the SMAQMD's significance threshold of 65 pounds per day. Mitigation measure 4.6.4 was added after SMAQMD, in a comment letter responding to the Draft EIR (Dec. 27, 2006), requested that implementation of an

SMAQMD-endorsed Air Quality Mitigation Plan be included in the Final EIR as a specific mitigation measure. (See Final EIR). There are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.6.6. Existing and future land use conditions in the Sacramento Valley Air Basin will result in cumulative impacts to air quality. The Project's contribution to this condition will be cumulatively considerable. (DEIR, p. 4.6-27.) *Cumulatively considerable significant environmental impact.*

Mitigation Measure 4.6.6: Implement Mitigation Measure MM 4.4.4 (as stated above). This measure shall be monitored and enforced by the City's Planning Department and SMAQMD.

Finding: Even with the implementation of the above mitigation measures, which are incorporated into the Project as conditions of approval, the impact remains a cumulatively considerable significant impact because the mitigation measures will be unable to reduce project regional emissions to levels below the SMAQMD thresholds of significance for ozone precursors and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Hydrology

Impact 4.7.2. Implementation of the Project will substantially increase the amount of impervious surface on the Project site, which may degrade long-term water quality from the deposition of urbanized pollutants (i.e., fuels, solvents, etc.) into surface watercourses. (DEIR, p. 4.7-30.) *Potentially significant environmental impact.*

Mitigation Measure 4.7.2a: The Project shall provide stormwater quality source and treatment measures consistent with the requirements of Volume 5 of the City/County Drainage Manual and the City's joint NPDES Permit (NPDES No. CAS082597). Specifically, details regarding Best Management Practices (BMPs) to be utilized shall be provided that demonstrate that storm water discharges would not result in pollutant levels or concentrations that would violate the provisions of the City's NPDES Permit and would not have a detrimental effect on aquatic/biological resources associated with Morrison Creek. This measure will be implemented prior to approval of improvement plans. The final design of source and treatment control measures shall be subject to the approval of the City's Public Works Department.

Mitigation Measure 4.7.2b: The Project engineer shall consult with the City when designing the proposed water quality/detention basins, and the Project Applicant shall submit detailed water quality/detention basin designs and proposed plantings in and around the basins for review and approval prior to approval of the improvement plans. This measure shall be monitored and enforced by the City's Public Works and Planning Departments.

Mitigation Measure 4.7.2c: Biofilter swales and vegetated strips shall be placed in the bottom of channel areas and be designed to provide biofiltration of pollutants in project runoff. The project engineer shall consult with the City when designing these areas as part of review and approval prior of the project grading and improvement plans. All required swales and strips shall be shown on relevant plans. This measures shall be implemented prior to approval of improvement plans for each water quality facility. This measure shall be monitored and enforced by the City's Public Works Department.

Mitigation Measure 4.7.2d: All project storm drains shall provide a permanent storm drain message "No Dumping – Flows to Creek" or other approved message at each storm drain inlet. This may be accomplished with a stamped concrete impression (for curbs) or manufactured colored tiles, which are epoxied in place, adjacent to the inlet (for parking lots and areas without curbs). This measure shall be included in relevant project plans. A condition shall be included on improvement plans and the installation shall occur at the time the improvements are accepted for maintenance by the City. This measure shall be monitored and enforced by the City's Public Works Department.

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by minimizing the amount of urbanized pollutants that will be able to make their way into surface watercourses.

Impact 4.7.3. Implementation of the project will require the use of groundwater and surface water to meet the anticipated demands. (DEIR, p. 4.7-33.) *Less than significant environmental impact.*

Mitigation Measure 4.7.3: Prior to the approval of each final map, written commitment from Sacramento County Water Agency shall be provided that sufficient water supply capacity is available to serve the specific amount of development to be mapped. This written commitment shall include identification of any necessary improvements to convey and treat the water supply. In addition, all required financing associated with water supply facilities shall be in place. This measure shall be monitored and enforced by the City's Public Works Department.

Finding: Though the impact is found to be less than significant without mitigation, MM 4.7.3 is incorporated into the Project as a condition of approval to replace previously adopted mitigation measure "WS-1" from the Sunrise Douglas Community Plan (SDCP)/ Sunridge Specific Plan (SRSP) EIR because the Sacramento County General Plan and Policy CO-20 are no longer applicable to the Project Area.

Impact 4.7.4. Implementation of the Project will require extensive grading for site preparation for building pads and trenching for the placement of infrastructure. These construction activities may result in short-term water quality degradation. (DEIR, p. 4.7-37.) *Potentially significant environmental impact.*

Mitigation Measure 4.7.4: The Project Applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be administered throughout all phases of grading and Project construction. The SWPPP shall be included with all subsequent project improvement and grading plans and shall incorporate Best Management Practices (BMPs) which describe the site, erosion and sediment controls, means of waste

disposal, control of post-construction sediment and erosion control measures and maintenance responsibilities, water quality monitoring and reporting during storm events (which will be responsibility of the Project Applicant), corrective actions for identified water quality problems and non-storm water management controls. These measures included in the SWPPP shall ensure compliance with applicable regional, state and federal water quality standards. The SWPPP shall also be submitted to the City's Public Works Department. The Project Applicant shall require all construction contractors to retain a copy of the approved SWPPP on each construction site. Additionally, the SWPPP shall ensure that all storm water discharges are in compliance with all current requirements of the RWQCB. All applicable BMPs shall be shown on project plans.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by minimizing the amount of silt, dust, and other debris from grading from causing water quality degradation.

Impact 4.7.5. Development of the Project and the proposed realignment of the existing Morrison Creek corridor would increase drainage rates on the Project site and may result in on-site and off-site drainage and flooding related impacts. (DEIR, p. 4.7-38.) *Potentially significant environmental impact.*

Mitigation Measure 4.7.5: The Project shall implement the improvements described in the "Final Master Drainage Study for the Sunrise Douglas Community Plan Area" (Final MDS) (Spink Corporation, October 16, 1998), as amended by the "Amendment to Final Master Drainage Study, Sunrise Douglas Community Plan Area" (Amendment) (MHM Engineers & Surveyors, October 19, 2001). Such improvements shall be designed to ensure that post-development peak (100 year) flows do not exceed existing peak flows and do not exceed the capacity of the two Folsom South Canal overchutes at Lower Morrison Creek, to the satisfaction of the City Department of Public Works and the Sacramento County Water Resources Division (WRD). Construction of the improvements may be phased as described in the Final MDS and subject to the approval of the WRD, so long as the project proponent(s) provide hydrologic/hydraulic analysis which demonstrates that the phased improvements will reduce peak flows to at least pre-development levels and to the capacity of the two Folsom South Canal overchutes at Lower Morrison Creek to the satisfaction of the WRD.

- Detailed plans for the design and construction of all proposed drainage, flood control and water quality improvements, consistent with the Final MDS and Amendment, shall be submitted to the County WRD for review and approval.

- Plans for the design and construction of the realigned channel and associated detention basins shall be subject to the approval of the US Army Corps of Engineers.

- Plans for design and construction of any joint-use park/detention facilities shall also be subject to the approval of the Park District.

- The Project Applicant shall demonstrate that the Interim and Ultimate Conditions drainage facilities described in the Final Storm Drainage Master Plan (Wood-Rogers, 2001), are consistent with the improvements

described in the "Final Master Drainage Study for the Sunrise Douglas Community Plan Area " (Final MDS) (Spink Corporation, October 16, 1998), as amended by the "Amendment to Final Master Drainage Study, Sunrise Douglas Community Plan Area" (Amendment) (MHM Engineers & Surveyors, October 19, 2001). Demonstration can be illustrated on plans and/or reports, which shall be reviewed and approved by the City.

Implementation of this measure shall be completed prior to the approval of improvement plans. The City's Planning and Public Works Departments shall monitor and enforce this measure.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by providing adequate drainage facilities to accommodate Project drainage and by ensuring that the Project will not cause new drainage or flooding problems.

Impact 4.7.6. The Project would contribute to water quality degradation in the watershed in combination with regional development. (DEIR, p. 4.7-43.) *Cumulatively considerable significant environmental impact.*

Mitigation Measure: Implementation of mitigation measures MM 4.7.2a through MM 4.7.2d and MM 4.7.4. These measures shall be monitored and enforced by the City's Public Works and Planning Departments.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the cumulatively considerable significant environmental impact described to a less than significant level by minimizing the amount of urbanized pollutants that will be able to make their way into surface watercourses, by providing adequate drainage facilities to accommodate Project drainage, and by ensuring that the Project will not cause new drainage or flooding problems.

Impact 4.7.8. Implementation of the Project in combination with existing, approved and proposed development in the area would substantially increase drainage rates in the southeastern portion of County. (DEIR, p. 4.7-48.) *Cumulatively considerable significant environmental impact.*

Mitigation Measure: Implementation of mitigation measure MM 4.7.5. Implementation of this measure shall be completed prior to the approval of improvement plans. The City's Planning and Public Works Departments shall monitor and enforce this measure.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the cumulatively considerable significant environmental impact described to a less than cumulatively considerable level by providing adequate drainage facilities to accommodate Project drainage.

Biological Resources

Impact 4.9.1. Implementation of the proposed project will result in a direct loss of habitat and

individuals of endangered, threatened, and rare animal species including impacts to the Swainson's Hawk, Vernal Pool Fairy Shrimp, and Vernal Pool Tadpole Shrimp. (DEIR, p. 4.9-24.) *Significant environmental impacts.*

Mitigation Measure 4.9.1a: The project applicant shall preserve, to the satisfaction of the City, suitable Swainson's hawk foraging habitat to ensure 1:1 mitigation of habitat value for Swainson's hawk foraging habitat lost as a result of the project, as determined by the City in consultation with DFG and a qualified biologist. The 1:1 habitat value shall be based on Swainson's hawk nesting distribution and an assessment of habitat quality, availability, and use within the City's Planning Area. If specific data for Rancho Cordova's Swainson's hawk habitat is not available at the time this mitigation measures is being implemented, the mitigation ratio shall be consistent with the 1994 California Department of Fish and Game Swainson's Hawk Guidelines included in the "Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (Buteo swainsoni) in the Central Valley of California." Such mitigation shall be accomplished through either the transfer of fee title or perpetual conservation easement. The mitigation land shall be located within the known foraging area and within Sacramento County. The City, in consultation with DFG, will determine the appropriateness of the mitigation land. Prior to approval of such mitigation, the City shall consult with DFG regarding the appropriateness of the proposed mitigation. If mitigation is accomplished through conservation easement, then such easement shall ensure the continued management of the land to maintain Swainson's hawk foraging values, including but not limited to ongoing agricultural uses and the maintenance of all existing water rights associated with the land. The conservation easement shall be recordable and shall prohibit any activity which substantially impairs or diminishes the lands capacity as suitable Swainson's hawk habitat. The project applicant shall transfer said Swainson's hawk mitigation land, through either conservation easement or fee title, to a third party, non-profit conservation organization (Conservation Operator), with the City and DFG named as third party beneficiaries. The Conservation Operator shall be a qualified conservation easement land manager that manages land as its primary function. Additionally, the Conservation Operator shall be a tax-exempt non-profit conservation organization meeting the criteria of Civil Code Section 815.3(a) and be selected or approved by the City, in consultation with DFG. The City, in consultation with DFG and the Conservation Operator, shall approve the content and form of the conservation easement. The City, DFG and Conservation Operator shall each have the power to enforce the terms of the conservation easement. The Conservation Operator shall monitor the easement in perpetuity to assure compliance with the terms of the easement. The project applicant shall pay to the City an endowment fee, in an amount determined by the City, in consultation with DFG and the Conservation Operator, which will produce sufficient interest in perpetuity to operate, maintain, manage, and enforce such conservation easement. The endowment funds shall either be submitted to the City to be distributed to an appropriate third party non-profit conservation agency, or they shall be submitted directly to the third party non-profit conservation agency in exchange for an agreement to manage and maintain the lands in perpetuity. The Conservation Operator shall not sell, lease, or transfer any interest of any conservation easement or mitigation land it acquires without prior written approval of the City and DFG. If the Conservation Operator ceases to exist, the duty to hold, administer, manage, maintain and enforce the interest shall be transferred to another entity acceptable to the City and DFG. The Rancho Cordova Planning Department shall ensure that mitigation habitat is properly established and is functioning as habitat by conducting regular monitoring of the mitigation site(s) for the first 10 years after establishment of the easement.

or

The project applicant may participate in a future City Swainson's Hawk Foraging Habitat Ordinance (once adopted) as an alternative to the measure above.

or

The project applicant may participate in a future HCP (once adopted) as an alternative to the above measures.

This measure shall be implemented prior to the approval of grading and improvement plans or prior to any ground-disturbing activities, whichever occurs first. The City's Planning Department shall monitor and enforce this measure.

(Mitigation measure 4.9.1a was revised, after circulation of the Draft EIR, in response to comment letter from James P. Pachl, Esq., Friends of the Swainson's Hawk (Dec. 5, 2005), in order to provide additional mitigation for Swainson's Hawk foraging habitat lost as a result of the proposed project, and to ensure that the project applicant pay for the cost of management and monitoring of the conservation easement established to mitigate for impacts to such foraging habitat. (See Final EIR.))

Mitigation Measure 4.9.1b: The Project Applicant shall mitigate the impacts to vernal pools and other seasonal habitats that supports vernal pool fairy shrimp and vernal pool tadpole shrimp in such a manner that there will be no net loss of habitat (acreage and function) for these species in the Laguna Formation following implementation of the Project.

The Project Applicant shall complete and implement a habitat mitigation and monitoring plan that will compensate for the loss of acreage, function and value of the impacted resources. The habitat mitigation and monitoring plan shall be consistent with guidance provided in "*Programmatic Formal Endangered Species Act Consultation on Issuance of 404 Permits for Projects with Relatively Small Effects on Listed Vernal Pool Crustaceans Within the Jurisdiction of the Sacramento Field Office, California*" or provide an alternative approach that is acceptable to the City and accomplishes no net loss of habitat. Table 4.9-6 of the DEIR identifies the standards of the "*Programmatic Formal Endangered Species Act Consultation on Issuance of 404 Permits for Projects with Relatively Small Effects on Listed Vernal Pool Crustaceans Within the Jurisdiction of the Sacramento Field Office, California*" and the potential resultant mitigation responsibility.

The mitigation and monitoring plan shall include a schedule, be prepared in an annual report format and provide the following information:

- Target areas for creation, restoration and preservation.
- A complete biological assessment of the existing resources on the target areas.
- Specific creation and restoration plans for each target area.
- Performance standards for success that will illustrate that the compensation ratios are met.

The Project Applicant shall submit the proposed mitigation and monitoring plan to the City for endorsement prior to grading plan approval or any groundbreaking activity and engaging in mitigation activities (including mitigation land acquisition). The Project Applicant shall ensure that sufficient upland habitat is present within the target areas for vernal pools and vernal pool complexes creation and restoration to provide ecosystem health. The land utilized to satisfy this mitigation measure shall be protected through a fee title or conservation easement acceptable to the City after consultation with the United States Fish and Wildlife Service. Additionally, the Project Applicant is responsible for the cost of the conservation easement or fee title and establishment of maintenance plan for mitigation areas. Resources within the on-site preserve can be assumed to partially fulfill this requirement when the conservation easement for this area is established. Mitigation monitoring will be continuous until the performance standards identified in the mitigation and monitoring plan are consistently met for five consecutive years.

The Project Applicant will not be required to complete mitigation measure 4.9.1b for features that are directly or indirectly affected by approved and permitted Projects identified in the SDCP for which mitigation requirements have been completed. This measure shall be implemented prior to approval of grading plans or any groundbreaking activity, whichever comes first and ongoing until performance standards are consistently acceptable for five years. The City's Planning Department shall monitor and enforce this measure.

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the significant environmental impact described to a less than significant level by providing habitat to special status species to replace habitat taken by the Project.

Impact 4.9.2. Implementation of the Project will result in indirect adverse effects to the habitat and individuals of endangered, threatened, and rare animal species. (DEIR, p. 4.9-33.) *Significant environmental impact.*

Mitigation Measure 4.9.2a: The Project Applicant shall mitigate indirect impacts to vernal pools and other seasonal habitats that support vernal pool fairy shrimp and vernal pool tadpole shrimp in such a manner that there will be no net loss of habitat (acreage and function) for these species in the Laguna Formation following implementation of the Project.

The Project Applicant shall identify all vernal pool and seasonal wetland habitat within 250 feet of the construction activities of the project, or provide an alternative technical evaluation, in support of a less indirect impact distance, of the extent of indirectly affected vernal pool and seasonal wetland habitat that is acceptable to the City. The Project Applicant shall preserve two "wetted" acres for each acre of indirectly affected habitat. The mitigation and monitoring plan identified with mitigation measure MM 4.9.1b shall address, in all elements, the required preservation acreage that will satisfy this mitigation measure. The Project Applicant will not be required to complete this mitigation measure features that are directly or indirectly affected by approved and permitted projects identified in the SDCP for which mitigation requirements have been completed. This measure shall be implemented prior to approval of grading plans or any groundbreaking activity, whichever comes first. The City's Planning Department shall monitor and enforce this measure.

Mitigation Measure 4.9.2b: A standard set of best management practices shall be employed when working in areas within 250 feet of off–site vernal pool habitat and on-site preserved vernal pool habitat. A Stormwater Pollution Prevention Plan (SWPPP) shall be developed and implemented during construction of the proposed project and the creation of the vernal pools and wetlands at the off-site creation site. The plan shall include the following measures to avoid and minimize impacts to all wetlands. These measures, and all other permit requirements, will be included in contract specifications and will be implemented by the contractor.

1. Implement erosion control measures during construction. Installation of temporary erosion control devices will be an integral part of construction. Sedimentation fences, as detailed in the drawings, will be used to contain polluted or turbid runoff from the site of work. Other methods of temporary erosion control, including but not limited to hay bale check dams, shall be employed to protect riparian areas, streams and water courses, and all other areas susceptible to damage from runoff. Hay bale check dams will be installed as specified and as detailed in the drawings or as directed by the contractor. Erosion control devices will be installed concurrently with construction earthwork.

2. Remove cover vegetation as close to the time of construction as practicable.

3. Confine construction equipment and associated activities to the construction corridor.

4. Reestablish streambank contours following construction and install permanent erosion control as needed.

5. Prohibit refueling of construction related equipment within 100-feet of the aquatic environment.

6. Maintain hazardous materials spill kits in proximity to aquatic crossings.

7. Comply with state and federal permits.

8. Perform proper sediment control.

9. Implement the spill prevention and response plan.

10. Monitor construction activities near specified drainage and riparian areas.

11. Remove all construction spoils, remaining construction materials and miscellaneous litter for proper off-site disposal.

12. Post-construction monitoring and supplemental revegetation where needed.

This measure shall be included in all project plans and specifications, and all applicable features shall be shown on project plans. This measure shall be implemented by submitting the plan prior to the approval of any grading plans or any groundbreaking activity, and shall be on-going during all construction and for required post-construction time periods, for the project site and off-site vernal pool and wetland creation location. The City's Planning Department shall monitor and enforce this measure.

(Revisions to Mitigation Measure 4.9.2b were made, after circulation of the Draft EIR, in response to a comment letter from Carol W. Witham, California Native Plant Society (Nov. 29, 2005), to ensure that the mitigation measure proposed to mitigate the project's adverse impacts to vernal pools and wetlands does not itself create significant environmental impacts. (See Final EIR)).

Mitigation Measure 4.9.2c:

The applicant shall submit a Wetland Avoidance/Mitigation Plan to mitigate for impacts to vernal pool and seasonal wetland habitat, which describes the specific method(s) to be implemented to avoid and/or mitigate any off-site project related impacts. This detailed Wetland Avoidance/Mitigation Plan shall be prepared in accordance with the U.S. Army Corps of Engineers (USACE), and the U.S. Fish and Wildlife Service (USFWS), regulations, and the City of Rancho Cordova Grading and Erosion Control Ordinance. A copy of the 404 permit and the biological opinion shall be provided to the City and the Avoidance/Mitigation Plan shall ensure the following to the satisfaction of the City:

- The location of the proposed vernal pool and seasonal wetland habitat site(s) and a detailed map of showing the acreage, distribution, and type of wetlands to be created to ensure no net loss in wetland habitat acreage, values and functions. The compensation wetlands shall be designed to, at a minimum: meet or exceed the hydrophytic conditions and operating functions of the existing wetlands proposed for impact.

- Include a monitoring plan to assess whether the compensation wetlands are functioning as intended. Specific performance standards for hydrologic, floral, and faunal parameters shall be proposed to determine success of the created wetlands. The monitoring plan shall specify the corrective measures/modifications to be implemented in the event that monitoring indicates that the performance standards are not being met.

- Include a maintenance plan for the wetland preservation/mitigation areas describing the measures to be implemented to assure that they are maintained as wetland habitat in perpetuity.

- Require that fencing be installed around all existing vernal pools that are within fifty feet of any haul route, spoil zone, stockpile zone, creation zone, or other construction area. The fencing shall be of high visibility material and limit access to the project site. Fencing shall be placed no closer than 10-feet to the delineated, verified perimeter of existing vernal pools.

- A qualified biological resources monitor, approved by the City, must be on the site(s) to ensure compliance with identified mitigation for the duration of all the proposed activities. The construction manager shall submit bi-annual compliance reports to City monitor for review for a period of five years.

- The vernal pool and seasonal wetland habitat site shall be surveyed by a qualified biologist no more than 30 days prior to the onset of construction for the presence of raptor and federal and state listed bird nesting sites, unless it is determined that construction will occur outside of the breeding season for all

species likely to occur on site or observed present. If active nesting sites are observed present all state and federal guidelines pertaining to active nesting sites shall be strictly adhered to in consultation with a qualified biologist.

- The applicant shall grant full access to the vernal pool and seasonal wetland habitat site to the City's for the monitoring of construction activities and mitigation compliance. Access shall be granted during all construction activities and the City monitor may issue stop work orders if mitigation non-compliance is identified.

- The applicant shall specify measures for reuse or disposal of excavated material is suitable for use at project site, the plan should minimize the elapsed time between excavation and reuse and provide adequate stockpile coverage and protection from wind and water erosion during the entire storage period. If excavated material is unsuitable for reuse at the project site, the plan shall include specific information regarding the eventual reuse or disposal site, transportation method(s), disposal reuse management, and schedule.

- The Avoidance/Mitigation Plan shall include a spill prevention and response plan to the satisfaction of the City.

- All disturbed areas shall be revegetated by the following methods: hydroseeding, drill seeding, or spreading of upland seed bearing soil. The method of revegetation shall be approved by a qualified wetland specialist and to the satisfaction of the City.

- Incorporate the use of non-toxic soil stabilizers according to manufacture's specifications to all inactive construction areas. Use non-toxic binders to exposed areas after cut and fill operations and hydroseed areas. The vernal pool and seasonal wetland habitat site shall be watered as directed by the City of Rancho Cordova Department Public Works and the SMAQMD with the frequency shall be based on the type operation, soil and wind exposure.

- To reduce air emissions, idling time for all construction vehicles shall be limited to a maximum of 10 minutes. Additionally, the City may educe or curtail construction during high ambient pollutant concentrations, including but not limited to, ceasing construction during peak-hour vehicular traffic on adjacent or nearby roadways. Additionally, all land clearing, grading, earth moving or excavation activities shall be suspended when winds exceed 20 mph.

- All inactive storage/stock piles are covered and that all trucks hauling dirt, sand, soil, or other loose materials shall be covered or shall maintain at two feet of freeboard (i.e., minimum vertical distance between the top of the load and top of the trailer) in accordance with the requirements of the California Vehicle Code (CVC) section 23114.

This measure shall be implemented by submitting the plan prior to site disturbance/grading, and shall be ongoing throughout all construction activities associated with the off-site vernal pool and wetland creation site. The City's Planning Department shall monitor and enforce this measure.

(This new mitigation measure MM 4.9.2c was added after circulation of the Draft EIR, in response to a comment letter from Carol W. Witham, California Native Plant Society (Nov. 29, 2005), to further ensure there will be no significant adverse environmental effects of the proposed mitigation of the project's impacts to vernal pools and seasonal wetlands. (See Final EIR)).

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the significant environmental impact described to a less than significant level by preventing construction and urbanized pollutants from impacting habitat for special status species.

Impact 4.9.3. Implementation of the proposed project could result in the loss of foraging habitat for raptors, migratory birds and other forms of wildlife other than Swainson's hawk. (DEIR, p. 4.9-35.) *Significant environmental impact.*

Mitigation Measure: Implementation of mitigation measures MM 4.9.1a, MM 4.9.1b, MM 4.9.2a and MM 4.9.2b. The City's Planning Department shall monitor and enforce these measures.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the significant environmental impact described to a less than significant level by providing habitat for raptors, migratory birds and other forms of wildlife other than Swainson's hawk to replace habitat taken by the Project.

Impact 4.9.4. Implementation of the proposed project will result in adverse effects to the northern hardpan vernal pool community that is identified by the California Department of Fish and Game as a sensitive natural community. (DEIR, p. 4.9-36.) *Significant environmental impact.*

Mitigation Measure: Implementation of mitigation measures MM 4.9.1a, MM 4.9.1b, MM 4.9.2a and MM 4.9.2b. The City's Planning Department shall monitor and enforce these measures.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the significant environmental impact described to a less than significant level by providing habitat for the northern hardpan vernal pool community to replace habitat taken by the Project.

Impact 4.9.5. Implementation of the proposed project will have a substantial adverse effect on state and federally protected waters through direct removal, filling, hydrological interruption, or other means. (DEIR, p. 4.9-36.) *Significant environmental impact.*

Mitigation Measure 4.9.5a: The Project Applicant shall ensure that the Project will result in no net loss of waters of the U.S. and waters of the State (acreage and function).

In conjunction with preparation and implementation of the habitat mitigation and monitoring plan identified in Mitigation Measure MM 4.9.1b, the Project Applicant shall prepare and submit plans for the creation of jurisdictional waters at a mitigation ratio no less than 1:1 acres of created waters to each acre filled. The mitigation plans must demonstrate how the U.S. Army Corps of Engineers ("Corps") criteria for jurisdictional

waters will be met through implementation. Vernal pool and seasonal wetland mitigation achieved through implementation of mitigation measure MM 4.9.1b can satisfy this mitigation measure if the creation of the mitigation features is conducted in such a way that it both meets the habitat function and the Corps criteria for creation of waters of the US. The wetland creation section of the habitat mitigation and monitoring plan will include the following:

- Target areas for creation.
- A complete biological assessment of the existing resources on the target areas.
- Specific creation and restoration plans for each target area.
- Performance standards for success that will illustrate that the compensation ratios are met.
- A monitoring plan including schedule and annual report format.

The Project Applicant shall submit the mitigation and monitoring plan to the Corps, USFWS and the City for approval prior to engaging in mitigation activities (including mitigation land acquisition). The land utilized to satisfy this mitigation measure shall be protected through a fee title or conservation easement acceptable to the Corps. Additionally, the Project Applicant is responsible for the cost of the conservation easement or fee title and establishment of maintenance plan for mitigation areas. Resources within the on-site preserve can be assumed to partially fulfill this requirement when the conservation easement for this area is established. Implementation of this measure shall occur prior to the approval of improvement plans. Mitigation monitoring and enforcement shall be the responsibility of the City's Planning Department and will be continuous until the performance standards identified in the mitigation and monitoring plan are consistently met for five consecutive years.

Mitigation Measure 4.9.5b: The Project Applicant shall ensure that the post-project peak flow conditions into the off-site section of the ephemeral drainage (tributary of Morrison Creek) are equivalent in periodicity, seasonality, volume, and flow velocity to pre-project conditions.

The Project shall result in no-net change to peak flows into the offsite tributary of Morrison Creek. The Project Applicant shall establish a baseline of conditions for the ephemeral drainage on site. The baseline flow conditions will be established for 2, 5, 10 and 20-year storm event. These baseline conditions will used to develop monitoring standards for the stormwater system on the project site. The baseline conditions, monitoring standards, and a monitoring program will be submitted to the Corps and the City for their approval. The engineered channel and detention basins shall be design and constructed to ensure that the performance standards are met. The discharge site into the off-site ephemeral drainage shall be monitored to ensure pre-project conditions are being met. Corrective measures shall be implemented as necessary. The mitigation measure will be satisfied when the monitoring standards are met for five consecutive years without undertaking corrective measures to meet the performance standard. Submittal of baseline report, monitoring standards, monitoring plan and stormwater plan to the City shall be made prior the approval of improvement plans. The

City's Planning Department shall monitor and enforce these measures.

Mitigation Measure 4.9.5c: Prior to approval of each final map and grading activities within 250 of wetlands supporting federally-listed species, the Project applicant shall obtain all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary California Endangered Species Act permits and Streambed Alteration Agreements from the CDFG, pursuant to the Fish and Game Code. The City's Planning Department shall monitor and enforce these measures.

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the significant environmental impact described to a less than significant level by ensuring that the Project will result in no net loss of state and federally protected waters.

Impact 4.9.6. Implementation of the Project will interfere substantially with the movement of vernal pool tadpole shrimp. (DEIR, p. 4.9-40.) *Significant environmental impact.*

Mitigation Measure 4.9.6: There are no feasible mitigation measures available to reduce this impact on the movement of vernal pool tadpole shrimp.

Finding: There are no feasible mitigation measures or alternatives available that will avoid or reduce this impact to a less than significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Impact 4.9.10. Implementation of the Project Applicant's proposed amendments to adopted mitigation measures BR-2 and BR-4 contained in the Sunrise Douglas Community Plan could result in impacts to wetland features in the Community Plan area not regulated by the U.S. Army Corps of Engineers or California Department of Fish and Game. (DEIR, p. 4.9-40.) *Potentially significant environmental impact.*

Mitigation Measure 4.9.10: The following modifications shall be made to Sunrise Douglas Community Plan adopted mitigation measures BR-2 and BR-4 (shown shaded and in underline and strikeout):

BR-2 ~~In conjunction with the filing and processing of applications for future development entitlements (such as tentative subdivision maps or development plans) within any future Specific Plan area, such~~ Prior to approval of any improvement plans or grading permits or any groundbreaking activity (whichever comes first) within any portion of a Specific Plan area containing wetlands subject to the jurisdiction of the U.S. Army Corps of Engineers, CDFG and/or RWQCB, project proponents shall submit a wetland delineation for the proposed development area, and a detailed plan which describes the specific methods to be implemented to avoid and/or mitigate any project impacts upon wetlands such that no net loss in wetland habitat acreage and values in achieved. This detailed Wetland Avoidance/Mitigation Plan shall be prepared in consultation with the US Army Corps of Engineers and/or the RWQCB, ~~the USFWS, the CDFG, and the US Environmental~~

~~Protection Agency~~ and shall incorporate the following components:

a) A wetland delineation of the project site and any proposed off-site wetland preservation/creation sites(s), verified by the US Army Corps of Engineers;

b) The location of proposed wetland preservation, acquisition, and creation site(s);

c) A detailed map of proposed wetland creation site(s) showing the acreage, distribution, and type of wetlands to be created to ensure no net loss in wetland habitat acreage, values, and functions. Compensation wetlands shall be designed to:
- Meet or exceed the hydrophytic conditions and operating functions of the existing wetlands proposed for impact;
- Mitigate the loss of special status species habitat, including fairy/tadpole shrimp, as required by the USFWS and the CDFG;

d) A monitoring plan designed to assess whether the compensation wetlands are functioning as intended. Specific performance standards for hydrologic, floral, and faunal parameters shall be proposed to determine success of the created wetlands. The monitoring plan shall specify the corrective measures/modifications to be implemented in the event that monitoring indicates that the performance standards are not being met. Monitoring shall occur for at least five years and until success criteria are met, and as required by the US Army Corps of Engineers, RWQCB and/or the USFWS; and

e) A maintenance plan for the wetland preservation/mitigation areas describing the measures to be implemented to assure that they are maintained as wetland habitat in perpetuity. The maintenance plan shall address buffering from adjacent uses, fencing, access, erosion control, and weed eradication.

BR-4 Prior to approval of any ~~future development projects (such as tentative subdivision maps, development plans, improvement plans)~~ improvement plan or grading permit or any groundbreaking activity (whichever comes first) within any portion of a ~~future~~ Specific Plan area containing wetlands subject to the jurisdiction of the U.S. Army Corps of Engineers and/or RWQCB, the habitat of an endangered, threatened or rare species protected by federal or state law, or a stream or other water body subject to the direct regulatory jurisdiction of the California Department of Fish and Game, the applicants shall obtain all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act and/or RWQCB approvals under the Porter-Cologne Water Quality Control Act, and all necessary California Endangered Species Act permits and Streambed Alteration Agreements from the CDFG, pursuant to the Fish and Game Code.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by ensuring that the proposed modifications to Sunrise Douglas Community Plan adopted mitigation measures BR-2 and BR-4 do not result in new impacts to wetlands features.

Impact 4.9.11. Implementation of the Project together with past, present, and probable future projects will result in a cumulative loss of biological resources in the region. (DEIR, p. 4.9-45.) *Cumulatively considerable significant environmental impact.*

Mitigation Measure: Implementation of mitigation measures MM 4.9.1a, MM 4.9.1b, MM 4.9.2a, MM 4.9.2b, MM 4.9.5a, MM 4.9.5b, MM 4.9.5c, and MM 4.9.10.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains a cumulatively considerable significant impact because the Project, when considered with past, present, and probable future projects will result in the temporal loss of 5 percent of vernal pool habitat within the Laguna Formation, the permanent loss of 70% of the annual grassland habitat within a 10-mile radius of the Project site and fragmentation of the regional resource and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than cumulatively considerable significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this significant impact, as further set forth in the Statement of Overriding Considerations below.

Cultural and Paleontological Resources

Impact 4.10.1. Implementation of the Project could result in the disturbance of undiscovered cultural resources. (DEIR, p. 4.10-9.) *Potentially significant environmental impact.*

Mitigation Measure 4.10.1a: Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during development activities, work shall be suspended and the City shall be immediately notified. At that time, the City will coordinate any necessary investigation of the site with an appropriate specialist, as needed. The Project Applicant shall be required to implement any mitigation necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.98 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains.

The City and the Project Applicant shall consider the mitigation recommendations of the qualified archeologist. The City and the Project Applicant shall consult and agree upon implementation of a measure or measures that the City and Project Applicant deem feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. This measure shall be implemented as a condition of project approval, and implemented during construction activities. The City's Planning Department shall monitor and enforce this measure.

Mitigation Measure 4.10.1b: If human remains are discovered, all work must stop in the immediate vicinity of the find, and the County Coroner must be notified, according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed. This measure shall be implemented as a condition of project approval, and implemented during construction activities. The City's Planning Department shall monitor and enforce this measure.

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by providing appropriate measures to protect undiscovered cultural resources including human remains.

Impact 4.10.2. Implementation of the Project could result in the damage or destruction of undiscovered paleontological resources. (DEIR, p. 4.10-10.) *Potentially significant environmental impact.*

Mitigation Measure 4.10.2: If any potentially unique paleontological resources (fossils) are found once Project construction is underway, all work in the immediate vicinity must stop and the City shall be immediately notified. A qualified paleontologist shall be retained to evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered paleontological resources.

The City and the Project Applicant shall consider the mitigation recommendations of the qualified archeologist. The City and the Project Applicant shall consult and agree upon implementation of a measure or measures that the City and Project Applicant deem feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures. This measure shall be implemented as a condition of project approval, and implemented during construction activities. The City's Planning Department shall monitor and enforce this measure.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by providing appropriate measures to protect undiscovered paleontological resources.

Impact 4.10.4. Implementation of the Project, along with any foreseeable development in the Project vicinity, could result in cumulative impacts to paleontological resources. (DEIR, p. 4.10-12.) *Cumulatively considerable significant environmental impact.*

Mitigation Measure: Implementation of mitigation measure MM 4.10.2. This measure shall be implemented as a condition of project approval, and implemented during construction activities. The City's Planning Department shall monitor and enforce this measure.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the cumulatively considerable significant environmental impact described to a less than significant level

by providing appropriate measures to protect undiscovered paleontological resources and ensuring that the Project's impacts on undiscovered paleontological resources is less than cumulatively considerable.

Visual Resources / Light and Glare

Impact 4.11.2. Implementation of the Project will introduce new sources of light and glare into a previously undeveloped area. (DEIR, p. 4.11-4.) *Potentially significant environmental impact.*

Mitigation Measure 4.11.2a: A lighting plan shall be developed and provided with improvement plans for the Project to ensure that parking lot pole lights and streetlights shall be fully hooded and back shielded to reduce the light "spillage" and glare, prohibit the illumination from breaking the horizontal plane, and ensure that lighting does not exceed the standard illumination of two-foot candles along the property lines of adjoining land uses. The two-foot candle lighting standard shall also apply to all park facilities where sports field lighting may be utilized. The design of light features shall be consistent with the City's Design Guidelines. This measure shall be implemented prior to approval of building permits and/or improvement plans. The City's Planning Department shall monitor and enforce this measure.

Mitigation Measure 4.11.2b: Non-glare glass shall be used in all commercial buildings to minimize and reduce impacts from glare. Semi-reflective glass may be allowed on commercial buildings that are properly oriented to minimize reflection or glare. This measure shall be implemented through final design plans, which shall specify the types of non-glare/semi-reflective glass provided on final for commercial projects. The City's Planning Department shall monitor and enforce this measure.

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by minimizing the sources of light spillage and glare.

Impact 4.11.4. Implementation of the Project together with past, present, and probable future projects will introduce new sources of nighttime glare in the area, and contribute to cumulative visual and aesthetic impacts. (DEIR, p. 4.11-6.) *Cumulatively considerable significant environmental impact.*

Mitigation Measure: Implementation of mitigation measures MM 4.11.2a and MM 4.11.2b (as stated above). The City's Planning Department shall monitor and enforce these measures.

Finding: Even with the implementation of the above mitigation measure, which is incorporated into the Project as a condition of approval, the impact remains a cumulatively considerable significant impact because the Project, in combination with past, present and probable future projects will result in the cumulative conversion of an area with an open, rural character to a more urban and developed character and there are no feasible mitigation measures or alternatives that would reduce this impact to a less than cumulatively considerable significant level. Specific economic, legal, social, technological and other benefits of the Project outweigh this cumulatively considerable significant impact, as further set forth in the Statement of Overriding Considerations below.

Public Services and Utilities

Impact 4.12.2.2. Land use, neighborhood design, home design, street design, and other features of the Project could reduce the ability of the City's Police Department to enforce the law and respond to crime and other emergencies in the Project area. (DEIR, p. 4.12-9.) *Potentially significant environmental impact.*

> Mitigation Measure 4.12.2.2: The Project Applicant shall consult with the Rancho Cordova Police Department and implement recommended crime prevention/safety development design measures. This measure shall be implemented prior to approval of improvement plans. The City's Planning Department and the City's Police Department shall monitor and enforce this measure.
>
> Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by ensuring that the City's Police Department is able to adequately enforce the law and respond to crime and other emergencies in the Project area.

Impact 4.12.4.2. Implementation of the Project, in addition to reasonably foreseeable development within the Sacramento Regional County Sanitation District (SRCSD) service area, would result in an increase in wastewater flows and require additional infrastructure and treatment capacity. (DEIR, p. 4.12-23.) *Cumulatively considerable significant environmental impact.*

> Mitigation Measure MM 4.12.4.2: Prior to the approval of each final map, written commitment from County Sanitation District 1 shall be provided that sufficient wastewater conveyance and treatment capacity is available to serve the specific amount of development to be mapped. This written commitment shall include identification of any necessary improvements to convey project wastewater. In addition, all required financing associated with wastewater facilities shall be in place. The City's Planning Department and County Sanitation District 1 shall monitor and enforce this measure.
>
> Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the cumulatively considerable significant environmental impact described to a less than significant level by ensuring that infrastructure and capacity exists to accommodate the Project's wastewater flows.

Impact 4.12.7.2. The layout of the proposed project does not meet the requirements of City of Rancho Cordova Interim General Plan Policy OSPT.1.1 which states

> "*The City shall implement the requirement that all new residential development dedicate land at a rate of seven (7) acres of land per 1,000 population or provides in-lieu payment for parkland sufficient to fund the acquisition of an amount of acceptable land equal to the dedication requirement. Required parkland dedication shall be calculated separate from any required open space.*"

(DEIR, p. 4.12-43.) *Potentially significant environmental impact.*

> Mitigation Measure 4.12.7.2: The Project Applicant shall pay to the City an in-lieu

payment or participate in other methods of improving park and recreational facilities for any shortage of park acreage not meeting the standards set forth in OSPT.1.1 of the Interim General Plan.

Finding: The above feasible mitigation measure, which is incorporated into the Project as a condition of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by ensuring that sufficient in lieu fees are paid to provide compliance with General Plan standards for park facilities.

Impact 4.12.8.2. Implementation of the proposed project would require the extension of natural gas, telephone, and cable infrastructure to serve the proposed project. (DEIR, p. 4.12-48.) *Potentially significant environmental impact*

Mitigation Measure 4.12.8.2a: To promote the safe and reliable maintenance and operation of utility facilities, the California Public Utilities Commission (PUC) has mandated specific clearance requirements between utility facilities and surrounding objects or construction activities. To ensure compliance with these standards, future development the Project Applicant shall coordinate with PG&E early in the development of their plans. Any proposed development plans shall provide for unrestricted utility access and prevent encroachments that might impair the safe and reliable maintenance and operations of PG&E facilities. This measure shall be implemented prior to approval of improvement plans. The City's Planning Department and PG & E shall monitor and enforce this measure.

Mitigation Measure 4.12.8.2b: The Project Applicant shall address and resolve issues related to the provision of telephone and cable services through close coordination with the applicable service provider during project planning and development. This measure shall be implemented prior to approval of improvement plans. The City's Planning Department and Police Department shall monitor and enforce this measure.

Finding: The above feasible mitigation measures, which are incorporated into the Project as conditions of approval, will avoid or substantially lessen the potentially significant environmental impact described to a less than significant level by ensuring that proposed development plans provide for unrestricted utility access and prevent encroachments that might impair the safe and reliable maintenance and operations of PG&E facilities, and by ensuring that issues related to the provision of telephone and cable services are resolved during project planning and development.

SECTION B. FINDINGS CONCERNING ALTERNATIVES

CEQA requires that an EIR identify alternatives to a project as proposed. CEQA Guidelines Section 15126.6, subdivision (a), specifies that the EIR identify alternatives which "would feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen many of the significant environmental effects of the project." As previously discussed in Section A (Mitigation Findings) above, a project should not be approved if there are feasible alternatives available that would substantially lessen the project's significant environmental effects. However, the City Council may reject alternatives as infeasible, if those alternatives are undesirable, from a policy standpoint, provided that any such decision reflect a balancing of the relevant economic, environmental, social and technological factors. *City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417.

Significant unavoidable impacts were identified for the Project for a number of impacts including:

- Short-term transportation and circulation impacts to Mather Boulevard between Femoyer Street and Douglas Road; to Douglas Road between Mather Boulevard and Sunrise Boulevard; and to Sunrise Boulevard between Folsom Boulevard and White Rock Road;
- Transportation and circulation impacts to Sunrise Boulevard between Kiefer Boulevard and SR-16;
- Transportation and circulation impacts to the intersections of SR-16/Excelsior Road; SR-16/Eagles Nest Road; SR-16/Grant Line Road; Douglas Road/Grant Line Road; Douglas Road/Sunrise Boulevard; Sunrise Boulevard/White Rock Road; and Grant Line Road/White Rock Road;
- Transportation and circulation impacts to the Sunrise Boulevard corridor;
- Transportation and circulation impacts to eastbound and westbound US-50;
- Transportation and circulation impacts to Mather Boulevard between Femoyer Street and Douglas Road and Sunrise Boulevard between White Rock Road and Douglas Road under Interim Year (2014) conditions;
- Transportation and circulation impacts to the intersections of Grant Line Road/Sunrise Boulevard, Grant Line Road/Kiefer Boulevard, Douglas Road/Grant Line Road, Douglas Road/Sunrise Boulevard, and Sunrise Boulevard/International Drive under Interim Year (2014) conditions;
- Transportation and circulation impacts to eastbound and westbound US-50 under Interim Year (2014) conditions;
- Transportation and circulation impacts to Hazel Avenue from US-50 to Grant Line Road, Sunrise Boulevard between Douglas Road and Chrysanthy Boulevard, Jaeger Road between White Rock Road and Douglas Boulevard under Cumulative Year (2030) conditions;
- Short term transportation and circulation impacts to Douglas Road between Sunrise Boulevard and Jaeger Road, Jaeger Road between Douglas Road and Chrysanthy Boulevard under Cumulative Year (2030) conditions;
- Transportation and circulation impacts to the intersections of SR-16/Excelsior Road; Grant Line Road/Kiefer Boulevard; Douglas Road/Grant Line Road; Douglas Road/Sunrise Boulevard; Sunrise Boulevard/International Drive; Douglas Road/Jaeger Road; Douglas Road/Americanos Boulevard; Chrysanthy Boulevard/Sunrise Boulevard; Jaeger Road/White Rock Road; and Grant Line Road/Sunrise Boulevard under Cumulative (Year 2030) conditions;
- Short term transportation and circulation impacts to Chrysanthy Boulevard/Jaeger Road under Cumulative (Year 2030) conditions;
- Transportation and circulation impacts to eastbound and westbound US-50 under cumulative conditions;
- Noise impacts from Project construction activities;
- Air Quality impacts from particulate matter emitted during Project construction;
- Air Quality impacts from Nitrogen Oxide emitted during Project construction;
- Air Quality impacts from the increase in ozone precursors as a result of Project development;
- Biological Resources impacts to vernal pool tadpole shrimp;
- Cumulatively considerable significant impacts to regional Biological Resources; and
- Cumulatively considerable significant impacts to Visual Resources.

The EIR for the Project identified five alternatives: the No Project: Existing Land Uses

Alternative; No Project: Approved Sunrise Douglas Community Plan Land Uses Alternative; Aquatic Resource Habitat Alternative; Existing Morrison Creek Alternative, and the Blueprint Alternative. The alternatives analysis is presented in Section 6.0 of the Draft EIR. The following findings determine that the City Council considered the alternatives identified in the Draft EIR, and that the alternatives are infeasible for the specific economic, social, or other considerations set forth below, pursuant to CEQA Section 21081(c) and CEQA Guidelines Section 15091. In making these findings, the City Council also considered the objectives of the Project, as set forth on pages 3.0-1 - 3.0-2 of the Draft EIR, as well as the goals, policies and action items in the draft Rancho Cordova General Plan, which have since been adopted into the City's new General Plan.

No Project: Existing Land Uses Alternative

The "No Project: Existing Land Uses" Alternative is discussed in pages 6.0-5 – 6.0-14 of the Draft EIR. Under this alternative, the Project site's existing agricultural designations (AG-80) would not be amended, and the site would remain as grazing land with rural residences. Implementation of this alternative would eliminate the majority of environmental impacts identified in the EIR (Sections 4.1 through 4.12); there would be fewer environmental impacts resulting from this alternative than from the proposed project.

Finding: This alternative is infeasible and is rejected for the following reasons:

1. The No Project: Existing Land Uses Alternative would not achieve the Project's most basic objectives to provide a mixed use development, with housing and employment opportunities, including a "Town Center".

2. Implementation of the No Project Alternative would be inconsistent with the land uses designated in the Rancho Cordova General Plan, as well as the existing Sacramento County General Plan and the Sunrise Douglas Community Plan (SDCP), which designate the site for urbanized mixed-use development.

3. Leaving the site in its present condition, under this alternative, would not take advantage of the site's unique location to provide a "Town Center" to serve as a center for public and private interaction and services, which is one of the project objectives. The Town Center concept is also incorporated into the City's General Plan (Land Use Element, Sunrise/Preserve Planning Area, Figure LU-26), with which this alternative also would conflict. Development of this alternative would fail to meet the project objective to provide residential densities that maximize the number of residents who can easily walk or bike to nearby facilities and services.

4. This alternative would fail to meet the project's housing objectives (i.e., provide housing in proximity to the intensive job centers within the City and provide housing opportunities affordable to a wide range of income levels) and would fail to provide needed housing as set forth in the Housing Element of the City's General Plan.

5. This alternative would also not fully meet the project's transportation and circulation objectives (i.e., design a project that includes roadway, bike and pedestrian routes and options for connectivity within the project and with the surrounding neighborhoods), because it would not assist in reducing vehicle-miles-traveled by placing housing and employment to the City's intensive job center and US-50, and would not optimize connectivity in its roadways, bike or pedestrian routes.

6. Although this alternative would avoid most of the significant impacts of the Project, it would result in the project site remaining vacant, which would likely result in increased residential and commercial development elsewhere, which could result in potentially greater impacts on the environment, especially at the regional level.

No Project: Approved Sunrise Douglas Community Plan Land Uses Alternative

The "No Project: Approved Sunrise Douglas Community Plan" Alternative is discussed in pages 6.0-14 – 6.0-32 of the Draft EIR. This alternative reflects the land uses approved by Sacramento County for the SDCP area, of which the project site is a portion. The SDCP, adopted by the County Board of Supervisors in July 2002, did not assign land uses to individual parcels. Rather, the conceptual land use mix was established in subareas (villages) to evaluate the environmental effect of developing the entire Community Plan area. The conceptual land uses and associated acreages represent the maximum allowable densities and residential units for each conceptual village. The Project falls within portions of Villages "C" and "F" in the SDCP. This "No Project: Approved Sunrise Douglas Community Plan" Alternative was formulated by assuming the Project site would consist of the "remainder" of Villages C and F in the SDCP—that is, the portions that have not already been approved or proposed within Villages C and F--specifically, the Lot J and Sunridge Park projects, and a portion of SunCreek Specific Plan area.

As discussed in detail in the Draft EIR, this alternative closely approximates the approved SDCP, but is not an exact representation of it. The exact acreages and unit counts are impossible to allocate within this alternative, due to the land use changes that have occurred since the SDCP was approved in 2002. For example, U.S. Army Corps of Engineers has required on-site wetland preserves within Sunridge Park and the proposed SunCreek Specific Plan, SMUD has required a 10-acre substation on the Sunridge Park site, and the Elk Grove Unified School District has required an 11-acre school on the Project site).

Thus, the Approved Sunrise Douglas Community Plan Alternative represents what could result on the project site if the original SDCP is carried out with the new land use requirements. As shown in Table 6.0-1 of the Draft EIR (page 6.0-16), this alternative would include 1,286 low-density residential units on 272 acres, 240 medium-density residential units on 12 acres, 110 residential units within the commercial and offices area, 60 acres of commercial and office uses, 17.3 acres of parks and recreation, 23 acres of detention, an 11-acre elementary school site, 35 acres of utility corridor, and 99.5 acres of roads. This alternative also includes the realignment of Morrison Creek into the utility corridor.

Finding: This alternative is infeasible and is rejected for the following reasons:

1. The Approved Sunrise Douglas Community Plan Alternative would not achieve the majority of the Project's objectives.

2. Development of this alternative would fail to meet the project objective to provide residential densities that maximize the number of residents who can easily walk or bike to nearby facilities and services.

3. Development of this alternative consistent with the SDCP would not take advantage of the site's unique location to provide a "Town Center" to serve as a center for public and private interaction and services.

4. Because it would result in over 1,000 fewer units than the proposed project, this alternative would result in less improvement of the ratio of jobs to employed residents in the City, as compared to the proposed project, and would provide a smaller share of the City's contribution to regional housing needs.

5. Implementation of this alternative would be inconsistent with the designated land uses in the Rancho Cordova General Plan (i.e., the Conceptual Land Use Plan for the Suncreek/Preserve Planning Area) and could fail to meet a number of General Plan goals and policies related to community building blocks, diversity of housing types, walkability, safe pedestrian and bicycle access between land uses and the commercial uses, connectivity between neighborhoods, access to neighborhood parks, and grid system streets. By not containing a wetland preserve, it would conflict with General Plan Natural Resource Policy NR.1.1, which encourages projects to incorporate large and interconnected wildlife corridors in new development to provide ample space for animal movement. It also would conflict with the project objective of protecting and retaining vernal pool and wetland habitat where feasible.

6. The Approved Sunrise Douglas Community Plan Alternative would generate many of the same environmental impacts as the Project. The alternative would, however, generate greater traffic impacts, by resulting in more total traffic trips than the Project, greater noise impacts generated by greater commercial uses, greater construction and operational-related Air Quality impacts, and greater impacts to Biological Resources, all as discussed in the Draft EIR.

7. This alternative would result in over 1,000 fewer dwelling units than the proposed project, which would result in reductions and losses in Community Facilities Fees, Transportation Impact Fees, and Park Renovation Fees, which may affect the City's ability to provide and maintain adequate community service levels.

Aquatic Resource Habitat Alternative

The "Aquatic Resource Habitat" Alternative is discussed in pages 6.0-32 – 6.0-47 of the Draft EIR. The Aquatic Resource Habitat Alternative features a larger wetland preserve area than the proposed project. This alternative would increase the wetland preserve acreage from approximately 92.4 acres (for the proposed project) to approximately 225 acres of aquatic resources habitat along the existing Morrison Creek alignment. As indicated in Table 6.0-2 of the DEIR (page 6.0-33), this alternative would keep the approximately 17-acre "Town Center" portion of the site unchanged as compared with the Project. The expanded wetland preservation/open space portion of the site would comprise nearly 42.5% of the entire site. The preserve area boundaries roughly follow the watershed of the Morrison Creek tributary. Parks would be expanded to 37.3 acres. The detention basin at the northern corner of the site would be eliminated and the basin to the south of the Town Center would be reduced to approximately six acres. The school site would be 11 acres, like the Project; however, as indicated in Figure 6.0-2 of the DEIR (page 6.0-35), the site would be constructed south of Chrysanthy Boulevard. The residential dwelling total for this alternative would be 2,003 units on approximately 178.7 acres, based on the density ranges in RD-5, RD-7, RD-10, RD-15 and RD-30. There would be one 27-acre neighborhood park and three smaller parks serving the alternative.

The Aquatic Resource Habitat Alternative would have one roadway crossing (Chrysanthy Boulevard) through the open space/wetland preserve. A small portion of Morrison Creek in the

western half of the Project site southeast of the commercial center would be realigned to connect with the detention basin and the outfall to the Anatolia development. Like the Project, this alternative would also include a stormwater drainage channel within the utility corridor, which would collect stormwater runoff and summer flows. The channel would convey the project flows and offsite flows from projects north and northeast of the site to the detention basin, where it would be treated in the onsite detention basin before being released into the detention basin in Anatolia. Like the Project, under this alternative, the natural flow regime and water quality would be retained, baseline flows in the receiving waters would not be altered, untreated discharges would not be allowed to occur into existing aquatic resources, and aquatic resources would not be used for detention or transport of flows above current hydrology, duration, and frequency. All stormwater flows generated on-site and entering preserve boundaries would be pre-treated to reduce urban contaminants.

Finding: This alternative is infeasible and is rejected for the following reasons:

1. The Aquatic Resource Habitat Alternative would not achieve all of the Project's objectives, and it fails to achieve others as effectively as the proposed project. For example, because the alternative would result in fewer project residents, it would not maximize the number of residents who can easily walk to nearby facilities and services, such as the Town Center, the Community Park, and schools. It also would not locate as much housing in proximity to the intensive job centers along US-50, Sunrise Boulevard, and other employment areas within the City. Consequently, this alternative would not improve as greatly as the proposed project the ratio of jobs to employed residents in the City, and would provide a smaller share of the City's contribution to regional housing needs.

2. Implementation of this alternative would not be consistent with the land uses designated for the project site in the City's General Plan.

3. The Aquatic Resource Alternative would forego the benefits of the grid system featured and emphasized under the proposed project, whereby traffic congestion is reduced by dispersing vehicular traffic. This alternative would likely result in a consolidation of traffic onto fewer streets, as the grid system is lost.

4. This alternative would result in a bifurcation of the project site (by the wetland preserve / open space area), which would reduce its accessibility and connectivity to project residents, conflicting with the General Plan's Smart Growth Principle of providing "Walkable Neighborhoods", by increasing the distance that residents must travel to these areas, as compared to the proposed project. This bifurcation would also diminish the viability of the Town Center, by having the project site split by a large preserve and disconnecting residents from the commercial uses on the project site.

5. This alternative would not allow options for roadway, bike and pedestrian route connectivity with surrounding neighborhoods, or provide open space and trails integrated with existing and future City parks. This alternative would also conflict with other goals and policies in the City's General Plan, such as those related to community "building blocks", safe pedestrian and bicycle access between land uses, connectivity between neighborhoods, access to neighborhood parks, and having grid system streets. See Planning Commission Staff Report, "The Preserve", May 25, 2006.

6. This alternative would reduce the park acreage by approximately six acres, as compared to the proposed project, and most likely would not meet the City's minimum park acreage requirements. Planning Commission Staff Report, "The Preserve", May 25, 2006.

7. This alternative would result in approximately 700 fewer dwelling units than the proposed project, which would result in significant reductions and losses in Community Facilities Fees, Transportation Impact Fees, and Park Renovation Fees, and which may affect the City's ability to provide and maintain adequate community service levels. (See Fiscal Impact Analysis prepared by Tim Youmans, Economics & Planning Systems, Inc., dated May 2, 2006, relating specifically to the Existing Morrison Creek Alternative.) In addition, this alternative would result in a smaller tax base than the proposed project, which would result in lower annual General Fund revenues.

Existing Morrison Creek Alternative

The "Existing Morrison Creek" Alternative is discussed in pages 6.0-47 – 6.0-63 of the Draft EIR. This alternative features a redesign of land uses to keep the Morrison Creek corridor intact within the Project site, as opposed to realigning it. (Morrison Creek has been modified by other projects in the vicinity.) Figure 6.0-3 of the Draft EIR illustrates the creek channel in its existing condition under this alternative, and Table 6.0-3 illustrates the land uses, residential densities, acres, and unit counts of residential development associated with the alternative. The "Town Center" portion and detention basin under this alternative would be similar to the Project (i.e., approximately 17 acres and 21 acres, respectively). This alternative would include residential development on approximately 241 acres. The elementary school site would remain 11 acres and parks would represent 36.6 acres of this alternative land plan. The wetland preserve/open space and creek buffer area for this alternative would include 103.9 acres of preserve area and an additional 22.8 acres of trail corridor, with a 150-foot buffer along the western edge of Morrison Creek providing a trail and passive recreation area, and a 50-foot buffer along the eastern edge of Morrison Creek for a trail corridor.

Like the proposed project, this alternative would include approximately 20 acres of the existing power line corridor. This alternative would also include a stormwater drainage channel within the utility corridor, which would collect stormwater runoff and summer flows. The channel would convey to the detention basin the project's flows, as well as flows from projects north and northeast of the site, where it would be conveyed to the onsite detention basin before being released into the detention basin located adjacent to the Anatolia project. Under this alternative, the natural flow regime and water quality would be retained, baseline flows in the receiving waters would not be altered, untreated discharges would not be allowed to occur into existing aquatic resources, and aquatic resources would not be used for detention or transport of flows above current hydrology, duration, and frequency. All stormwater flows generated on-site and entering preserve boundaries would be pre-treated to reduce urban contaminants.

As analyzed and discussed in the Draft EIR, the environmental impacts resulting from the Existing Morrison Creek Alternative would be similar to, but slightly less than, those identified for the proposed project. The Draft EIR assumed that the Existing Morrison Creek Alternative would result in a reduction of only 44 dwelling units, which would reduce daily vehicle trip generation by approximately 2%, as compared to the proposed project. (Draft EIR, page 6.0-50). However, Planning Staff has studied design scenarios for this alternative, and has indicated that an across-the-board 2% reduction may not fully account for changes in traffic

patterns that would result under a land use plan based on this alternative.

The Project Applicant asked Wood Rodgers (project designer and engineer) to study the Existing Morrison Creek Alternative further to determine if it would be buildable, as discussed and shown in the Draft EIR. Wood Rodgers' analysis showed that certain refinements would be necessary in order to build the alternative as a usable land plan. The evaluation showed that a buildable version of this alternative would result in 568 fewer residential units, rather than a loss of only 44 units, as projected in the Draft EIR. The greater loss of units was calculated by refining the alternative to produce a buildable land plan that would comply with policies in the City's General Plan, as well as state and federal regulations. Wood Rodgers found that implementing these necessary refinements would reduce net buildable area, specifically by correcting street curve radii along the creek corridor, expanding the buffers along the creek corridor, making the residential densities consistent with the proposed project, adding a secondary drainage channel along the eastern edge of the creek corridor to convey storm flows from the eastern half of the project site, and adding single-loaded streets along the power line corridor and the creek channel, all of which would maximize the alternative's consistency with General Plan policies.

The Project Applicant also obtained an opinion from real estate marketing expert, Doug Elmore, regarding the potential marketability of land as proposed in the Existing Morrison Creek Alternative. In order to compensate for the reduction in the amount of developable acreage required by avoidance of the creek, the alternative increased the densities of land in the eastern half of the Project site. According to the opinion submitted by Mr. Elmore, it would not be feasible to create such a large block of medium (RD-10) to high (RD-15) density land, and that it was critical to maintain the mix of residential densities featured in the project. Furthermore, the City's General Plan encourages a mix of residential building types and densities. Concentrating a large amount of one housing type in one area is contrary to sound planning principles. Thus, the residential densities and mix of housing styles that Wood Rodgers used for its buildable rendition of the alternative mirrored those of the proposed project.

Lastly, the Project Applicant submitted an opinion from Dr. Kenneth Whitney on the ecological value of the creek in the Existing Morrison Creek Alternative as a functioning movement corridor for the vernal pool tadpole shrimp. According to Dr. Whitney, the creek served as a population "sink" for the species--once shrimp are washed into the creek, there is no reliable means for them to move into other pools. Unlike the riverine seasonal swales found on the site, which connect some of the vernal pools, the intermittent drainage that is identified as the Morrison Creek tributary does not, according to Dr. Whitney, serve an important function as a movement corridor for the vernal pool tadpole shrimp. Furthermore, Dr. Whitney described the significant loss and value to downstream reaches of the creek due to the installation of concrete culverts and other engineered channels downstream of the Project site. Even though the EIR finds that the impact to the vernal pool tadpole shrimp is significant (DEIR, p. 4.9-24), the expert opinion of Dr. Whitney has helped the City to balance the environmental tradeoffs.

Finding: This alternative is infeasible and is rejected for the following reasons:

1. Although this alternative technically meets all of the project objectives, it does not fulfill some of them as effectively as the proposed project. For example, the alternative would not maximize the number of residents who can easily walk to nearby facilities and services, such as the Town Center, the Community Park, and schools. Because it would result in significantly fewer units than the proposed project (Project Applicant information has stated this loss is 568 units), this

alternative would not provide as many housing opportunities to as wide a range of income levels, or as much housing generally. Consequently, this alternative would result in less improvement of the ratio of jobs to employed residents in the City, as compared to the proposed project, and would provide a smaller share of the City's contribution to regional housing needs. This alternative also would provide fewer options for vehicular connectivity and ease of mobility within the project and surrounding neighborhoods, as discussed in the Draft EIR. Finally, it would not integrate trails and open space as well as the proposed project. Planning Commission Staff Report, "The Preserve", May 25, 2006.

2. The Existing Morrison Creek Alternative is inconsistent with various policies included in the Rancho Cordova General Plan. A buildable version of this alternative would require the concentration of large swaths of one density type, RD-10, in the southeastern portion of the site and RD-5 in the northeastern portion of the site. This concentration of land uses would not provide a desirable mix of uses, as envisioned in the General Plan (e.g., Urban Design Policy UD.1.4, which requires residential subdivisions to be designed with a mix of housing types and densities that satisfy a wide range of lifestyles and income levels.) Planning Commission Staff Report, "The Preserve", May 25, 2006.

3. This alternative would be inconsistent with the General Plan's Land Use Policy LU.1.2, which requires the City to develop a fiscally sound strategy to encourage a mix of uses that meets the City's needs and provides a tax base sufficient to maintain adequate community service levels. Planning Commission Staff Report, "The Preserve", May 25, 2006. In that staff report, Planning Staff also indicated that a buildable version of this Alternative would lead to larger concentrations of RD-10 and RD-15 product, in order to meet the project objectives. (See also letter from Doug Elmore to Rancho Cordova City Council, April 27, 2006). Such a concentration of this product could have impacts on the marketability of the units (in addition to diminishing the diversity of the housing product). By necessitating large concentrations of RD-10 and RD-15 on the project site, this alternative would upset the ratio of densities and render that portion of the project unmarketable.

4. A buildable version of this alternative would conflict with Circulation Policy C.2.1, which seeks to create a system of on- and off-street trails and multi-use paths that are used for walking and bicycling, and that are safe transportation corridors, Policy C.2.3, which requires design "for the pedestrian first", and Policy C.2.5, which requires provision of safe and convenient bicycle access to all parts of the community. The northwest corner of the community park would be cut-off from the rest of the park, which would likely impede smooth on- and off-site pedestrian and cycling circulation and connectivity for those residents in the Town Center and northwestern portion of the project site, as discussed in the Draft EIR. This increase in open space would reduce vehicular interconnectivity and ease of mobility between the residential areas on either side of the creek and the utility corridor, and reduce the amount of residential acreage surrounding the elementary school site. Additionally, this alternative would also be inconsistent with Open Space, Parks and Trails Policy OSPT.3.1, because it would not include a trails system that provides maximum connectivity, so that all trails are linked for greater use as recreation and travel routes. Planning Commission Staff Report, "The Preserve", May 25, 2006.

5. This alternative would forego the benefits of the grid system featured under the

proposed project, whereby traffic congestion is reduced by dispersing vehicular traffic. A buildable design under the Existing Morrison Creek Alternative would likely result in a consolidation of traffic onto fewer streets, as the grid system is lost. Specifically, the traffic volumes could increase on Chrysanthy Boulevard. Planning Commission Staff Report, "The Preserve", May 25, 2006.

6. This alternative would result in isolating the northwest corner of the community park, which would reduce its accessibility and connectivity to project residents, conflicting with the General Plan Smart Growth Principle of providing "Walkable Neighborhoods", as it would reduce the walkability of the project by increasing the distance that residents must travel to neighborhood park facilities, as compared to the proposed project. This alternative would result in a reduction in the number of parks from 11 (under the proposed project) to five; six neighborhood parks would be eliminated if this alternative was implemented. Under this alternative, there would be no neighborhood parks to serve the portion of the site south of the power line corridor and north of the creek corridor (designated as RD-5 and RD- 7). Planning Commission Staff Report, "The Preserve", May 25, 2006.

7. Implementation of this alternative would result in significant reductions and losses in Community Facilities Fees, Transportation Impact Fees, and Park Renovation Fees, which could affect the City's ability to provide and maintain adequate community service levels, as demonstrated by evidence in the record (e.g., Fiscal Impact Analysis prepared by Tim Youmans, Economics & Planning Systems, Inc. (EPS), dated May 2, 2006, relating specifically to the Existing Morrison Creek Alternative). According to staff of the City Public Works Department, the reduced revenue from Transportation Impact Fees that would result from the reduction in dwelling units from implementation of this alternative would not result in a comparable reduction in the transportation system requirements in the City's Transportation Capital Improvement Program (CIP), either on the project site or in other portions of the City. The reduced revenue under this alternative would not be proportional to any reduction in the need for transportation improvements; the vast majority of the traffic improvements within the CIP would still be required. The reduction in these fees would further exacerbate the funding shortfall in the City's Transportation CIP. According to Public Works staff, to adjust for this shortfall, the City would need to update its Transportation Impact Fee Program in the near future, which would result in a corresponding increase in transportation impact fees for other development in the City, which could negatively impact the attractiveness of building in the City. In addition, this alternative would result in a smaller tax base than the proposed project, which would reduce the City's General Fund revenues. See, e.g., EPS letter, May 2, 2006.

8. Environmental impacts resulting from this alternative would be similar to those identified for the proposed project. The Existing Morrison Creek Alternative would result in a change in the level of significance (i.e., from significant to less than significant) of only one impact—Impact 4.9.6 (i.e., substantial interference with the movement of vernal pool tadpole shrimp). Based on its review and consideration of the entire administrative record (including evidence from City staff and information submitted by the Applicant since preparation of the Draft EIR), the Council finds that the resource intended to be preserved through implementation of this alternative (i.e., Morrison Creek and surrounding vernal pools) would still be negatively impacted by buildout of the alternative. Although this alternative proposes to provide

a buffer along the creek, bordered by urban development (housing and active park), the operational feasibility of maintaining the biological integrity of the creek would be challenging, even with this buffer, due to the nature of the changes in the surrounding land uses. See Memorandum from Joyce Hunting, City's Senior Biologist, May 18, 2006, (stating "the value of the creek as a movement corridor as presented in Alternative 4 is greatly diminished.") Under this alternative, the preserved channel would be surrounded by a densely urbanized environment. In this context, the ecological value of the creek would be significantly compromised from its current state. Furthermore, the preserved creek in the alternative would lack the trees and landscaping featured in the recreated creek channel for the proposed project. See Planning Commission Staff Report, "The Preserve", May 25, 2006.

9. The proposed project plan, which features a realigned creek channel, with replicated natural features, has a greater potential to create a more usable corridor for the surrounding community. In fact, the applicant intends to create a wooded riparian habitat, which is made possible by the ground excavation needed to connect the detention basins on the project site. See Planning Commission Staff Report, "The Preserve", May 25, 2006. The existing creek channel is not a wooded riparian habitat and supports no large vegetation or trees due to the underlying sub-strata. Grading the new channel, however, would break through the hardpan sub-strata and allow large plants and trees to take root. The Conditions of Approval that are part of this application package would ensure the new channel achieves this goal. Planning Commission Staff Report, "The Preserve", May 25, 2006.

Blueprint Alternative

The "Blueprint" Alternative is discussed in pages 6.0-63 – 6.0-79 of the Draft EIR. This alternative was designed for consistency with the Sacramento Area Council of Governments (SACOG)'s "Preferred Blueprint Scenario" which depicts a way for the Sacramento region to grow through the year 2050 based on the "Seven Principles of Smart Growth" – Transportation Choices, Housing Choices, Compact Development, Use of Existing Assets, Mixed Land Uses, Natural Resources Conservation, and Quality Design. SACOG has designated the project site as "medium-density, mixed residential" in the Blueprint. The SACOG Blueprint vision promotes compact mixed-use developments with more transit choices as alternatives to traditional low-density developments. Under the Smart Growth principles, incorporated into the Rancho Cordova General Plan, areas planned for future development are at higher densities. Because this alternative was designed to be consistent with SACOG's Preferred Blueprint Scenario, it would result in more environmental impacts on the local level--within the Project site and in the City--including impacts to transportation and biological resources that might be avoided or lessened with a less compact development. However, this alternative would help to lessen regional environmental impacts of development, by improving the regional transportation system and air quality by reducing the frequency and length of vehicle trips. Smart Growth principles suggest that developing a site with higher densities, while avoiding critical habitat (i.e., wetlands, vernal pools, etc.), would focus market demand for development into areas near existing development, infrastructure systems, and services.

The Blueprint Alternative would be implemented on a similar footprint as that of the Project. The alternative is based on SACOG Places3 land uses assumptions, which include approximately 40% (212 acres) of the overall acreage being dedicated to roads, infrastructure, schools, parks, and other public and quasi-public uses, which would reduce the developable acreage of the Project site from 530.1-acres to 225.7 acres. The 212 acres would include an 11-acre

elementary school site, 23.2 acres of detention basins, approximately 106 acres of roads (representing 20% of the project site), a 26.3-acre community park, 13.5 acres of neighborhood parks, a 20.2-acre utility corridor and 11.5 acres of other public and quasi-public uses. Additionally, due to the biological resources in the SDCP area, SACOG assumes a 15% reduction of total developable acreage for environmental constraints (e.g., vernal pools). This alternative, however, assumes a reduction of 17% for environmental constraints, which resulted in a wetland preserve of 92.4 acres, which is the same as the Project. Considering these land use assumptions, there would be approximately 225.7 acres of non-dedicated developable land under this alternative.

The "medium-density, mixed residential" place type is broken out into 20% very-low-density residential (VLDR), 45% low-density residential (LDR), 20% medium-density residential (MDR), 10% medium high-density residential (MHDR), and 5% commercial. It also assumes that 5% of the VLDR and LDR lots would have accessory dwelling units. The total dwelling unit yield for this alternative would be 2,151 units, including 181 units of very low density residential (VLDR), 812 units of low-density residential (LDR), 546 units of medium-density residential (MDR), and 562 units of medium- to high-density residential (MHDR). This alternative also assumes 50 accessory units on the VLDR and LDR lots. The average density for this alternative would be approximately 9.8 dwelling units per acre, which is the same as the proposed project. However, this alternative assumes less residential acreage and units than the Project. Similarly, the commercial acreage of this alternative would be less than the Project (11.3 acres compared to 17 acres).

Like the proposed project, this alternative would include a stormwater drainage channel within the utility corridor to collect and convey stormwater runoff and summer flows. The runoff and summer flows from projects north and northeast would be conveyed through this drainage channel to the on-site retention basin and ultimately be released into the detention basin in the Anatolia development.

According to the Draft EIR, the environmental impacts resulting from this alternative would be, overall, similar to those identified for the proposed project, but less in terms of some traffic and air impacts. This alternative would have more on-site and localized impacts than a non-Blueprint Plan but it would reduce environmental impacts on a regional level. While this alternative would improve the regional transportation system and air quality by reducing the frequency and length of vehicle trips and making efficient use of scarce land resources by providing more dense compact developments, it ultimately would result in greater environmental and cumulatively considerable impacts in many of the technical issue areas than the proposed project (i.e., local transportation impacts, biological resources impacts, loss of farmland, etc.).

Finding: This alternative is infeasible and is rejected for the following reasons:

1. The Blueprint Alternative would not achieve all of the Project's objectives, and it fails to achieve others as effectively as the proposed project. For example, because the alternative would result in fewer residents, it would not maximize the number of residents who can easily walk to nearby facilities and services, such as the Town Center, the Community Park, and schools. In addition, development of this alternative consistent with the SDCP would not take advantage of the site's unique location to provide a "Town Center" to serve as a center for public and private interaction and services. The alternative also would not locate as much housing in proximity to the intensive job intensive job centers within the City. Consequently, this alternative would not offer as much improvement to the

City's current imbalance in the ratio of jobs to employed residents in the City, as compared to the proposed project. See Draft EIR. In addition, it would provide a smaller share of the City's contribution to regional housing needs.

2. This alternative would result in approximately 600 fewer dwelling units than the proposed project, which would result in significant reductions and losses in Community Facilities Fees, Transportation Impact Fees, and Park Renovation Fees, which may affect the City's ability to provide and maintain adequate community service levels. In addition, this alternative would result in a smaller tax base than the proposed project, which would reduce the City's General Fund revenues.

SECTION C. STATEMENT OF OVERRIDING CONSIDERATIONS

The Project will result in significant unavoidable impacts to transportation and circulation, noise, air quality, biological resources, and visual resources as set forth in Section A, above. The City Council has balanced these significant unavoidable impacts of the Project against the Project's benefits and, based on the entire record before it, hereby determines that the identified impacts are acceptable.

After review of the entire administrative record, including the Draft and Final EIR, the staff report for the July 5, 2006 City Council hearing, oral and written testimony and evidence presented at public hearings (including the May 25, 2006 Planning Commission hearing), and other written evidence submitted to the City, the City Council finds that specific economic, legal, social, technological and other anticipated benefits of the Project outweigh the unavoidable adverse environmental impacts, and therefore justify the approval of the Project. The City Council finds that the Project has eliminated or substantially lessened all significant effects on the environment where feasible, and finds that, on balance, the remaining significant unavoidable impacts of the Project are acceptable because the benefits of the Project outweigh them. The City Council finds that each of the overriding considerations set forth below constitutes a separate and independent ground for such a finding. The Project will result in the following substantial benefits, which constitute the specific economic, legal, social, technological and other considerations that justify the approval of the Project.

The Project will provide a significant number of much needed residential units (2,681 dwelling units) to ease local and regional housing demands, a need that has been documented in the Housing Element of City's General Plan and in other planning documents of the City and other agencies (e.g., SACOG's "Preferred Blueprint Scenario"). The proposed project would result in more dwelling units than the project alternatives, and would therefore do the most to provide housing choices and opportunities affordable to a wide range of income levels, and to remedy the City's current imbalance in its jobs / housing ratio, as documented in the Draft EIR. The proposed project would place housing and employment closer to the City's intensive job centers and US-50, moving residents closer to their jobs, and also optimize connectivity in its roadways, bike or pedestrian routes, which could help to implement General Plan policies, such as improved walkability within neighborhoods. In these ways, the proposed project would help to reduce regional impacts, such as traffic (Draft EIR).

The Project will create employment opportunities in the City and will provide commercial space, which will augment the City's tax base. The Project will provide a desirable "Town Center" to serve as a vibrant center for public and private interaction and services.

The proposed project takes advantage of the project site's situation as what could be characterized as infill, in that the project site is surrounded on all sides by existing and proposed development with approved projects to the north, east and west, and the proposed Suncreek Specific Plan to the south. The project will be served by all urban services and will complete the neighborhood pattern of residential development according to the General Plan and SDCP. Planning Commission Staff Report, "The Preserve", May 25, 2006.

The Project will create an open space/wetlands preserve, which was not included in the SDCP area, which encompasses the project site. The creation of this preserve would provide benefits to the public and environment. The Project will provide an elementary school to address a local need for educational facilities. The Project will provide parks, pedestrian facilities, and bikeways to the City and its residents, and would maximize the number of residents that can easily walk to the park, school, preserve and Town Center.

PASSED AND ADOPTED by the City Council of on the 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

CITY OF RANCHO CORDOVA

RESOLUTION NO. 106-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING AN AMENDMENT TO MITIGATION MEASURES BR-2 AND BR-4 IN THE SUNRISE DOUGLAS COMMUNITY PLAN

WHEREAS, the developers of the Preserve at Sunridge project (Project), River West Investments and Forecast Homes (collectively referred to herein as the Applicant), have filed an application with the City of Rancho Cordova (City) for approval of a mixed-use development on approximately 530 acres. Specifically, Applicant has requested a Special Planning Area rezone, a Tentative Subdivision Map, amendments to previously adopted mitigation measures BR-2 and BR-4 in the Sunrise-Douglas Community Plan (SDCP), and a development agreement with the City; and

WHEREAS, the Project site is subject to the SDCP, adopted by the Sacramento County Board of Supervisors in July 2002. As part of the County's environmental review of the SDCP, several mitigation measures were adopted as part of the SDCP, including mitigation measures BR-2 and BR-4 (SDCP, Section 8, pgs. 8-10 - 11). As part of Project approval, the Applicant requested amendments to BR-2 and BR-4, which would have the effect of changing the timing and consultation requirements for applicant's submission of a wetland delineation for a proposed development area (BR-2), and the timing for obtaining necessary permits from the U.S. Army Corps of Engineers (USACE), California Endangered Species Act permits, and Streambed Alteration Agreements from the California Department of Fish and Game (CDFG) (BR-4); and

WHEREAS, the City Council believes that mitigation measures BR-2 and BR-4 as adopted by the County into the SDCP were written unnecessarily broad, in that they require a developer of property subject to the SDCP to obtain permits under the Clean Water Act and Endangered Species Act, and a Streambed Alteration Agreement from CDFG, prior to the issuance of certain City approvals that do not directly authorize any physical alteration of the project subject to federal or state regulatory protection. The City Council believes that BR-2 and BR-4, as currently written, do not provide any significant environmental benefit to the City or the environment; they could, however, substantially and unnecessarily delay the City's planning process.

WHEREAS, the Draft EIR prepared for the Project considered the potential environmental effects of proposed changes to these mitigation measures in the SDCP (Draft EIR, Section 4.9), the result of which was the insertion of additional language to the original proposed changes to BR-2 and BR-4, to mitigate the potentially significant environmental impact resulting from the changes (see Mitigation Measure MM 4.9.10). The Draft EIR concluded that the proposed revisions to the SDCP would not result in significant adverse environmental impacts; and

WHEREAS, the changes to BR-2 and BR-4 would be consistent with the City's draft General Plan, as well as its new General Plan, approved and adopted by the City Council on June 26, 2006 (Resolution No. 117-2006), and would not result in any inconsistencies with City practice or requirements with respect to the subject matter of BR-2 and BR-4; and

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

WHEREAS, the City Council considered this amendment request at a duly published public hearing on July 17, 2006, and received a staff report and public testimony at the public hearing.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The foregoing recitals are all true and correct.

2. Mitigation Measure BR-2 of the Sunrise Douglas Community Plan is hereby revised as follows:

"BR-2 Wetland Delineation and Avoidance/Mitigation Plan

~~In conjunction with the filing and processing of applications for future development entitlements (such as tentative subdivision maps or development plans) within the SunRidge Specific Plan area, such~~ Prior to approval of any improvement plans or grading permits within any portion of a Specific Plan area containing wetlands subject to the jurisdiction of the U.S. Army Corps of Engineers, project proponents shall submit a wetland delineation for the proposed development area, and a detailed plan which describes the specific methods to be implemented to avoid and/or mitigate any project impacts upon wetlands such that no net loss in wetland habitat acreage and values is achieved. This detailed Wetland Avoidance/Mitigation Plan shall be prepared in consultation with the U.S. Army Corps of Engineers, ~~the USFWS, and the CDFG, and the U.S. Environmental Protection Agency (EPA),~~ and shall incorporate the following components:

a) A wetland delineation of the project site and any proposed off-site wetland preservation/creation site(s), verified by the U.S. Army Corps of Engineers;

b) The location of proposed wetland preservation, acquisition, and creation site(s);

c) A detailed map of proposed wetland creation site(s) showing the acreage, distribution, and type of wetlands to be created to ensure no net loss in wetland habitat acreage, values, and functions. Compensation wetlands shall be designed to:

- Meet or exceed the hydrophytic conditions and operating functions of the existing wetlands proposed for impact;
- Mitigate the loss of special status species habitat, including fairy/tadpole shrimp, as required by the USFWS and the CDFG;

d) A monitoring plan designed to assess whether the compensation wetlands are functioning as intended. Specific performance standards for hydrologic, floral, and faunal parameters shall be proposed to determine success of the created wetlands. The monitoring plan shall specify the corrective measures/modifications to be implemented in the event that monitoring indicates that the performance standards are not being met. Monitoring shall occur for at least five years and until success criteria are met, and as required by the U.S. Army Corps of Engineers and the USFWS; and

e) A maintenance plan for the wetland preservation / mitigation areas describing the measure to be implemented to assure that they are maintained as wetland habitat in perpetuity. The maintenance plan shall address buffering from adjacent uses, fencing, access, erosion control, and weed eradication."

3. Mitigation Measure BR-2 of the Sunrise Douglas Community Plan is hereby revised as follows:

"BR-4 Wetland/Streambed Permits

Prior to approval of any ~~future development projects (such as tentative subdivision maps, development plans, improvement plans) within the project area~~ improvement plan or grading permit within any portion of a Specific Plan area contain wetlands subject to the jurisdiction of the U.S. Army Corps of Engineers, the habitat of an endangered, threatened or rare species protected by federal or state law, or a stream or other water body subject to the direct regulatory jurisdiction of the California Department of Fish and Game, the applicants shall obtain all necessary Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary California Endangered Species Act permits and Streambed Alteration Agreements from the CDFG, pursuant to the Fish and Game Code."

4. State statute (Cal. Gov't Code Section 65360) provides that legislative bodies of newly incorporated cities, prior to adoption of a general plan, are not subject to the requirement that the decisions of legislative bodies must be consistent with

the general plan in effect in such city, provided that the requirements set forth in Section 65360 are met. Although the City adopted a new General Plan on June 26, 2006, the new General Plan does not go into effect until July 26, 2006. Accordingly, the City Council finds that the Project, as proposed, is consistent not only with the new General Plan, but also with the policies of the City's Draft General Plan (circulated for public comment on March 13, 2006, and subject to minor revisions thereafter), and also finds (for purposes of Section 65360):

a. There is a reasonable probability that the action proposed will be consistent with the new General Plan; and

b. There is little or no probability of substantial detriment to or interference with the new General Plan, if approval of the Project is ultimately inconsistent with the General Plan.

ADOPTED this 17th day of July, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

835060_2

CITY OF RANCHO CORDOVA

ORDINANCE 40- 2006

AN ORDINANCE OF THE CITY OF RANCHO CORDOVA AMENDING THE ZONING MAP FROM AG-80 AGRICULTURAL TO THE PRESERVE AT SUNRIDGE SPECIAL PLANNING AREA, ON ASSESSOR PARCEL NUMBER 067-0040-008 FOR THE PROJECT KNOWN AS "THE PRESERVE AT SUNRIDGE"

WHEREAS, the applicant for the Preserve at Sunridge project ("Project") has applied to the City of Rancho Cordova ("City") for the development of single-family residential, multi-family residential, commercial and office uses, a neighborhood park, an elementary school, detention/water quality basins, an open space/wetland preserve, pedestrian facilities, bikeways, parkways, and drainage corridors on the 530.1-acre Project site; and

WHEREAS, the Project will include 2,393 single-family residential units in various residential densities on 292.3 acres, 288 units of high-density residential (RD-30) (multifamily) on 11.2 acres, and approximately fifteen commercial building pads ranging from approximately 2,400 square feet to approximately 55,000 square feet, totaling approximately 147,000 to 165,000 square feet; and

WHEREAS, the Project will also feature the construction of an internal circulation system and elementary school, various planned park and open space areas, including an approximately 92.4-acre open space/wetland, and will result in the realignment of the existing headwater tributary to Morrison Creek that runs through the Project site; and

WHEREAS, to develop the Project, the Project applicant has requested a Special Planning Area rezone, a Tentative Subdivision Map, amendments to previously adopted mitigation measures BR-2 and BR-4 in the Sunrise-Douglas Community Plan (SDCP), and a development agreement with the City; and

WHEREAS, in accordance with Government Code section 65854, the Rancho Cordova Planning Commission ("Planning Commission") held a noticed, public hearing on May 25, 2006, to consider the Project and the Project applicant's requested approvals, including a Zoning amendment; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091; and

WHEREAS, during the public hearing, the Planning Commission considered a written staff report on the project, and all other oral and written comments presented to them; and

WHEREAS, following the conclusion of the public hearing on May 25, 2006, the Planning Commission voted unanimously to recommend approval of the Project and the Project applicant's requested approvals, including a Zoning amendment; and

WHEREAS, an Environmental Impact Report (EIR) was prepared for this project

and circulated in accordance with the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, in accordance with Government Code section 65355, the Rancho Cordova City Council held a noticed, public hearing on July 17, 2006, to consider the Project, the Project applicant's requested approvals, including a request for a Zoning amendment, and in accordance with Government Code section 65857, the recommendation of the Planning Commission; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code section 65090; and

WHEREAS, during the public hearing, the City Council considered a written staff report on the project, and all other oral and written comments presented to them; and

WHEREAS, on July 17, 2006, the Rancho Cordova City Council pursuant to Resolution No. 105-2006 certified the EIR, adopted mitigation findings pursuant to CEQA guidelines section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for the Project.

NOW THEREFORE, the City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Purpose and Authority

The purpose of this Ordinance is to amend the City of Rancho Cordova Zoning Map to assign a change in the zone classification from Agriculture to the Preserve at Sunridge Special Planning Area for the parcel specified within the attached Exhibit A and adopt the "Preserve at Sunridge Handbook", Exhibit B.

Section 2: Findings

a. Finding: An EIR for the Project has been prepared and certified in accordance with CEQA, and findings adopted in accordance with Public Resources Code section 21081, which allows public agencies to approve or carry out projects for which an EIR has identified one or more significant effects on the environment.

Evidence: The City prepared and circulated a Draft Environmental Impact Report (Draft EIR or DEIR) in October 2005 (SCH # 2004092051), which analyzed the potential environmental effects of the Project. The Draft EIR was circulated for public review and comment from October 18, 2005 to December 5, 2005. Public hearings to solicit public comment on the Draft EIR were held by the City's Planning Commission on October 27, 2005, November 10, 2005, February 9, 2006, and May 25, 2006.

The City prepared a Final EIR (June 2006) containing: a preface; comments on the Draft EIR, the City's good faith, reasoned analysis of the environmental issues raised by the comments, and responses to those comments; and revisions to the Draft EIR as appropriate.

On July 17, 2006, the City Council held a noticed public hearing on the Project at which time the City Council considered a written staff report on the Project and EIR, the EIR

itself, project plans, and all other oral and written comments presented to them.

Following the closure of the public hearing, the City Council adopted Resolution 105-2006, certifying the EIR, adopting mitigation findings pursuant to CEQA guidelines section 15091 to address potentially significant environmental effect of the Project, adopting a statement of overriding considerations to address significant effects identified by the EIR that can not be lessened to a level of less than significant, and adopting a mitigation monitoring plan for the Project.

b. Finding: The proposed Rezone request will implement and be consistent with the goals and policies of the General Plan of the City of Rancho Cordova in compliance with Government Code section 65860.

Evidence:

- Since the City's incorporation and during the planning process for the Project, the City has been proceeding in a timely fashion with the preparation of its own draft General Plan. This includes the adoption of a Vision Book, a Land Use Map, Land Use Map Book and a Circulation Plan. The City Council approved and adopted the Rancho Cordova General Plan on June 26, 2006. This project has been designed and reviewed in accordance with the draft General Plan and the interim guidelines adopted by the City as part of the Interim General Plan, all of which have been incorporated and become a part of the City's General Plan. As part of the EIR, a General Plan consistency analysis of the Project was prepared, which reviewed the Project's consistency with the goals and policies of the draft General Plan. The result of that analysis, the "General Plan Consistency Table," Exhibit C, supports a finding of consistency.

- This project is consistent with the goals and objectives of the General Plan. This project has incorporated an open space connection to the property south of the proposed project in order to provide a reasonable non-vehicular connection to planned commercial centers. The density of the project has increased in the areas suitable for development and would be consistent with regional goals for increasing density and preserving more open space, which the Preserve accomplishes.

- The Preserve at Sunridge project has been designed in response to evolving design expectations of the City. The most recent design effort was focused on the parks and open space requirements. Significant effort had been expended to achieve a design that meets the City's expectations through a City sponsored design charrette and the effort resulted in the City's park and open space requirements have been met. Appropriate pedestrian links and open space connections are provided to each of the points that City staff identified as important. Fairness is served by acknowledging these efforts and approving the project as presently proposed.

- The developers and City have agreed to a Development Agreement that will provide additional revenues for police protection, park improvement fees, existing park renovation fees and future street maintenance district. The Development Agreement and the existing Community Facilities District applied to the Preserve will offset the costs associated with extending public services to the new development.

- This project is providing the appropriate street system to serve the

proposed lots and are making the adequate pedestrian connections to adjoining land uses, given terrain differences and proximity to existing developments and barriers. In addition, the Preserve at Sunridge project will participate with other adjacent development interests in the construction of significant on and off-site infrastructure, as is required by the Sunridge Specific Plan.

- Four parks are included within the proposed Preserve at Sunridge project totaling approximately 37.8 acres in satisfaction of the General Plan's park dedication requirements. The City's Mandatory Open Space requirement has been satisfied by land dedication and fees.

- The project has provided many opportunities for non-vehicular access through the Preserve at Sunridge project. Dedicated greenway and paseos are provided to connect parks and the school. Trails are provided along the power line corridor, major streets and along side the wetland preserve. A major access feature with the plan is a grade separated pedestrian trail under Chrysanthy Blvd connecting the trail system along the wetland preserve and parks. The substantive goals have been met with regard to open space connections with this project.

Section 3: Action

The City Council hereby amends the Zoning Map of the City of Rancho Cordova for Assessor's Parcel Number 067-0040-008, as shown on the attached Exhibit A.

Section 4: Effective Date and Publication

This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the ordinance within 15 days after its passage, a summary of the ordinance may be published at least five days prior to and fifteen (15) days after adoption by the City Council and a certified copy shall be posted in the office of the City Clerk, pursuant to GC 36933(c)(1).

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 7th day of August, 2006, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Robert J. McGarvey, Mayor

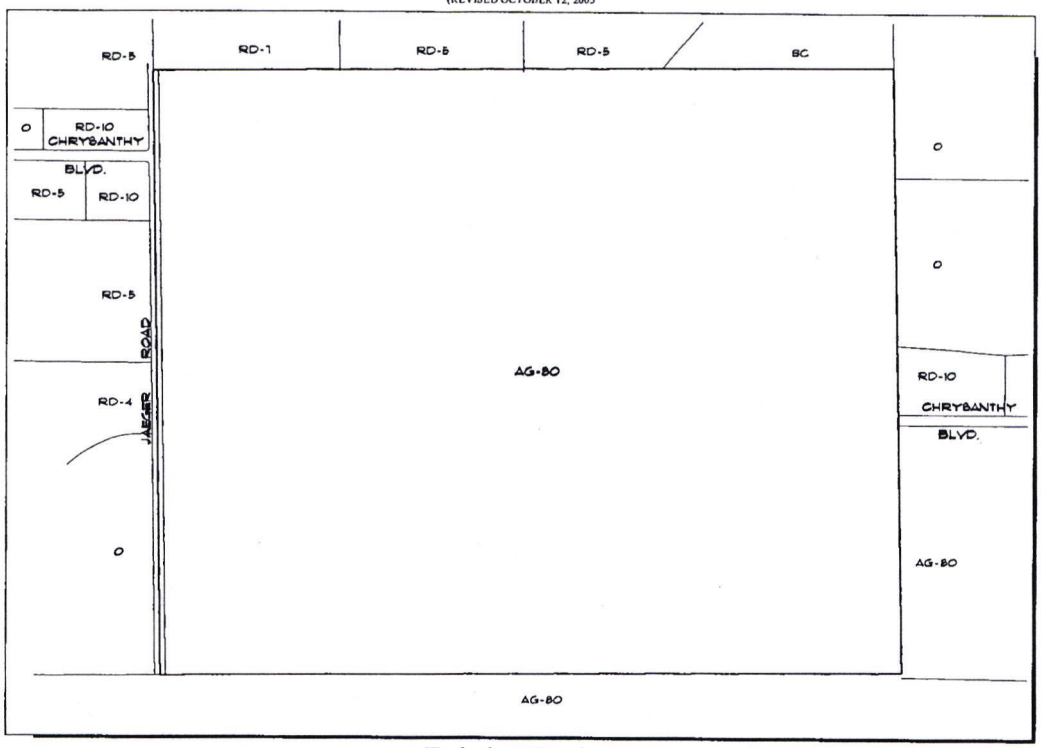
ATTEST:

_____
Lillian E. Hare, City Clerk

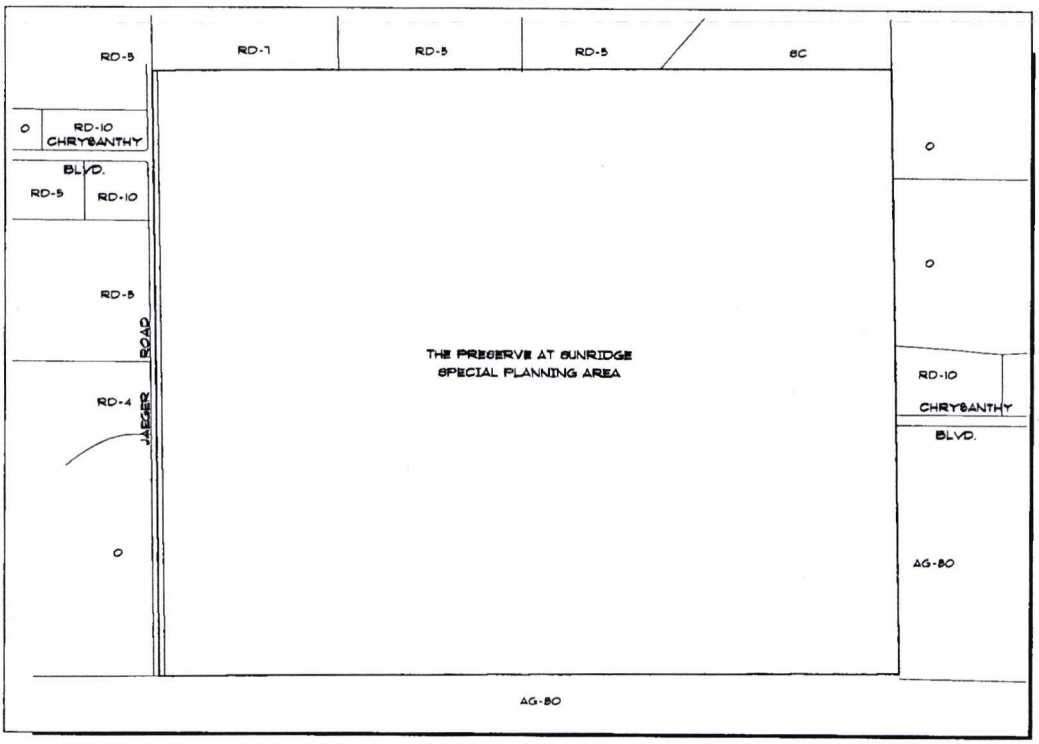
REZONE EXHIBIT
THE PRESERVE AT SUNRIDGE

(FORMERLY SUNRIDGE VILLAGE)
CITY OF RANCHO CORDOVA, CALIFORNIA

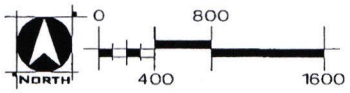
NOVEMBER 21, 2003
(REVISED APRIL 23, 2004)
(REVISED DECEMBER 21, 2004)
(REVISED OCTOBER 12, 2005



Existing Zoning



Proposed Zoning

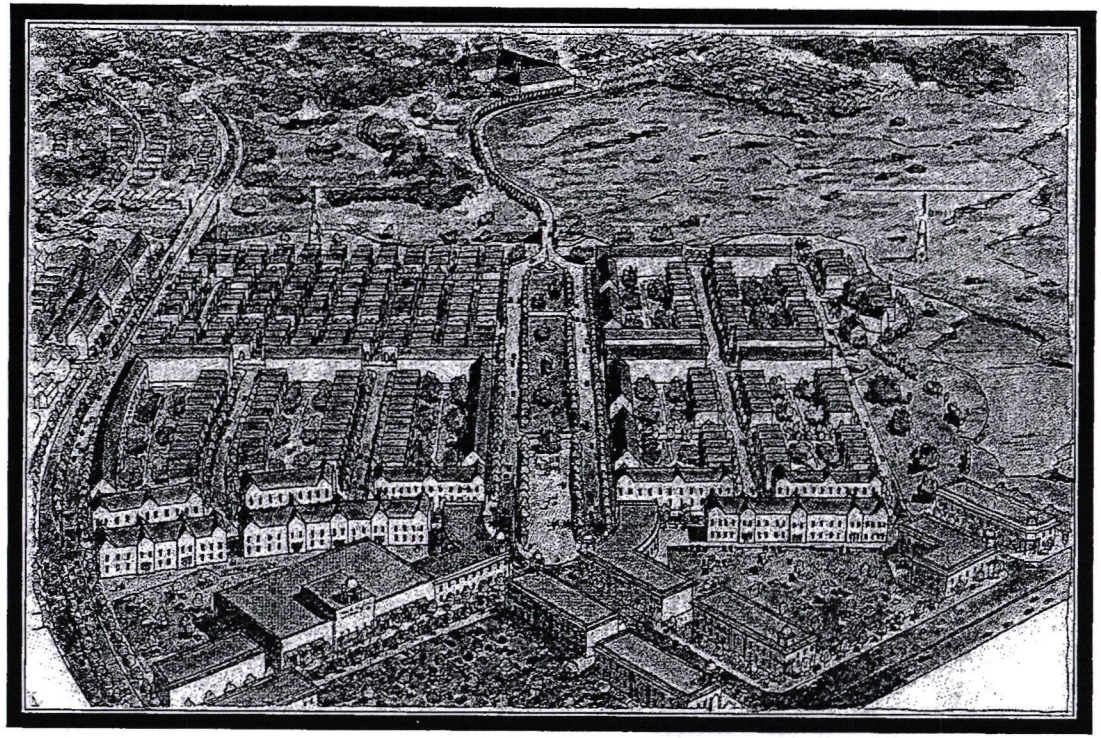


WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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The Preserve at Sunridge

General Plan and Special Planning Area Zoning Handbook



city council draft June 19, 2006

Attachment 3
Exhibit B

project team

jurisdiction
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA. 95670

applicant/developer
River West Investments
7700 College Town Drive, Suite 215
Sacramento, CA. 95826

K Hovnanian / Forecast Homes
1796 Tribute Road, Suite 100
Sacramento, CA. 95815

land use attorney
Hefner, Stark & Marois
2010 Gateway Oaks Drive, Suite 300 South
Sacramento, CA. 95833

economics/financing
EPS
1750 Creekside Oaks Drive, Suite 290
Sacramento, CA. 95833

land planner, civil engineer, surveyor
Wood Rodgers Inc.
3301 C Street, Bldg. 100-B
Sacramento, CA. 95816

architecture
FFA Architects
708 S.W. Third #290
Portland, Or. 97204

Jung Architecture
1100 Melody Lane, Suite 211
Roseville, CA. 95678

landscape architecture
Wood Rodgers Inc.
3301 C Street, Bldg. 100-B
Sacramento, CA. 95816

design charrette
HDR
2202 N. West Shore Blvd., Suite 250
Tampa, Fl. 33607

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section 1 – Overview / Intent of this Handbook

1.1 Overview

As a newly incorporated City, Rancho Cordova has defined an aggressive Vision, to *"Build a City"*. Its implementing themes are equally important – *Place Making, Catalyst for Change, Great Ideas, Land Use Change, and Services for Quality of Life.*

Since Rancho Cordova is not a traditional City, built around an historic downtown, the long-term strategy is to create a unique urban form. The City has elected to pursue an urban form composed of multiple centers, each designed to contribute a complementary role to the way the City functions. This future urban form reflects many of the individual visions defined for land use, urban design, economic development, housing, circulation, and open space, natural, and cultural resources.

Such an approach to urban form relies on a hierarchy of activity centers that responds to the diverse civic, symbolic, residential, commercial, employment, and recreational needs of this growing community. The Preserve at Sunridge represents a dynamic opportunity due to its central location in the eastern part of the City.

Because the project is important to the community and the applicants, the City determined that a SPA process was the best means to test and validate The Preserve at Sunridge Land Use Plan and Development Program.

Prior to preparing this handbook, a series of activities took place to better inform the applicant/developers, design team and City staff and officials about the general planning context for the Preserve at Sunridge. This understanding was central to placing the project in a broader perspective. These activities included a review and analysis of existing plans, studies, applications and recommendations including the items as follows.

- City of Rancho Cordova General Plan Vision Book 2025
- City of Rancho Cordova Urban Design Workshop Results
- City of Rancho Cordova Draft General Plan
- City of Rancho Cordova Draft Pedestrian Master Plan
- City of Rancho Cordova Draft Pedestrian Design Guidelines
- City of Rancho Cordova Draft Design Guidelines
- The Sunrise Douglas Community Plan
- Development applications and supporting information for The Preserve at Sunridge, as well as the surrounding community
- The Preserve at Sunridge Design Charrette Summary

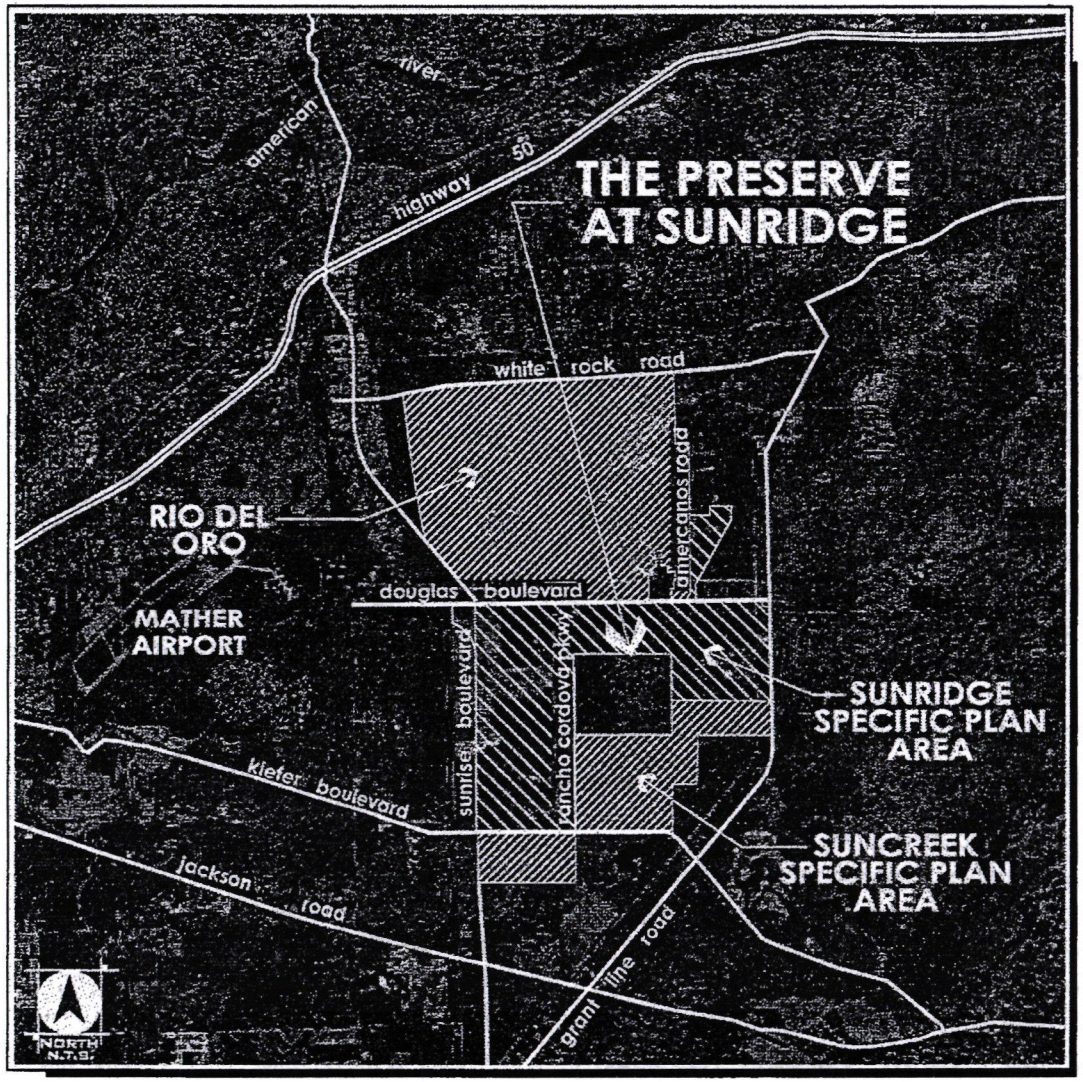


Exhibit 1 – Overall Location Aerial Map

1.2 Project Context

The Preserve at Sunridge Special Planning Area (PS-SPA) lies within the Sunrise Douglas Community Plan area. However, the PS-SPA was not included in the approved Sunridge Specific Plan (approved June 2003) nor was it planned for inclusion in the adjacent Suncreek Specific Plan (proposed). This plan area, commonly referred to as 'the donut hole,' is located in the heart of the Sunrise Douglas Community Plan area and development of the plan would fill in a large gap in the center of the planned community.

The Preserve at Sunridge Special Planning Area comprises approximately 530 contiguous acres and is bound on the north by the proposed Sunridge Lot J Tentative Subdivision Map and the approved Sunridge Park subdivision, which is currently under construction. The subject property is bound on the east by currently vacant lands in various stages of development including the Grantline 208 and Arista Del Sol approved Tentative Subdivision Map areas. The site is bound on the south by the proposed Suncreek Specific Plan Area and on the west by the approved Montelena, Anatolia 2 and Anatolia 4 Tentative Subdivision Map areas.

Access to the subject property is provided by arterial roadways including Rancho Cordova Parkway (formerly Jaeger Road) on the west, which is designated in the City's Draft General Plan as an Enhanced Transit Corridor and will extend from Kiefer Road south of the proposed plan to Douglas Road north of the site, and Chrysanthy Boulevard which is planned for extension though the project ultimately connecting Sunrise Boulevard to Grantline Road.

With The Preserve at Sunridge SPA's proximity to the existing Rancho Cordova job base, Folsom Boulevard Transit Corridor, Highway 50, as well as the sites location in the heart of the Sunrise Douglas Community Plan, the SPA is strongly positioned to be a focal community within Rancho Cordova. In order to accomplish this type of new development, development guidelines and standards must be carefully crafted to allow for flexible retail development, compact design, unique street scenes and cohesiveness among the varied and diverse housing types. It is for these reasons that The Preserve at Sunridge Special Planning Area Handbook has been created and why this community will be a unique and model community in Rancho Cordova and in the greater Sacramento region.

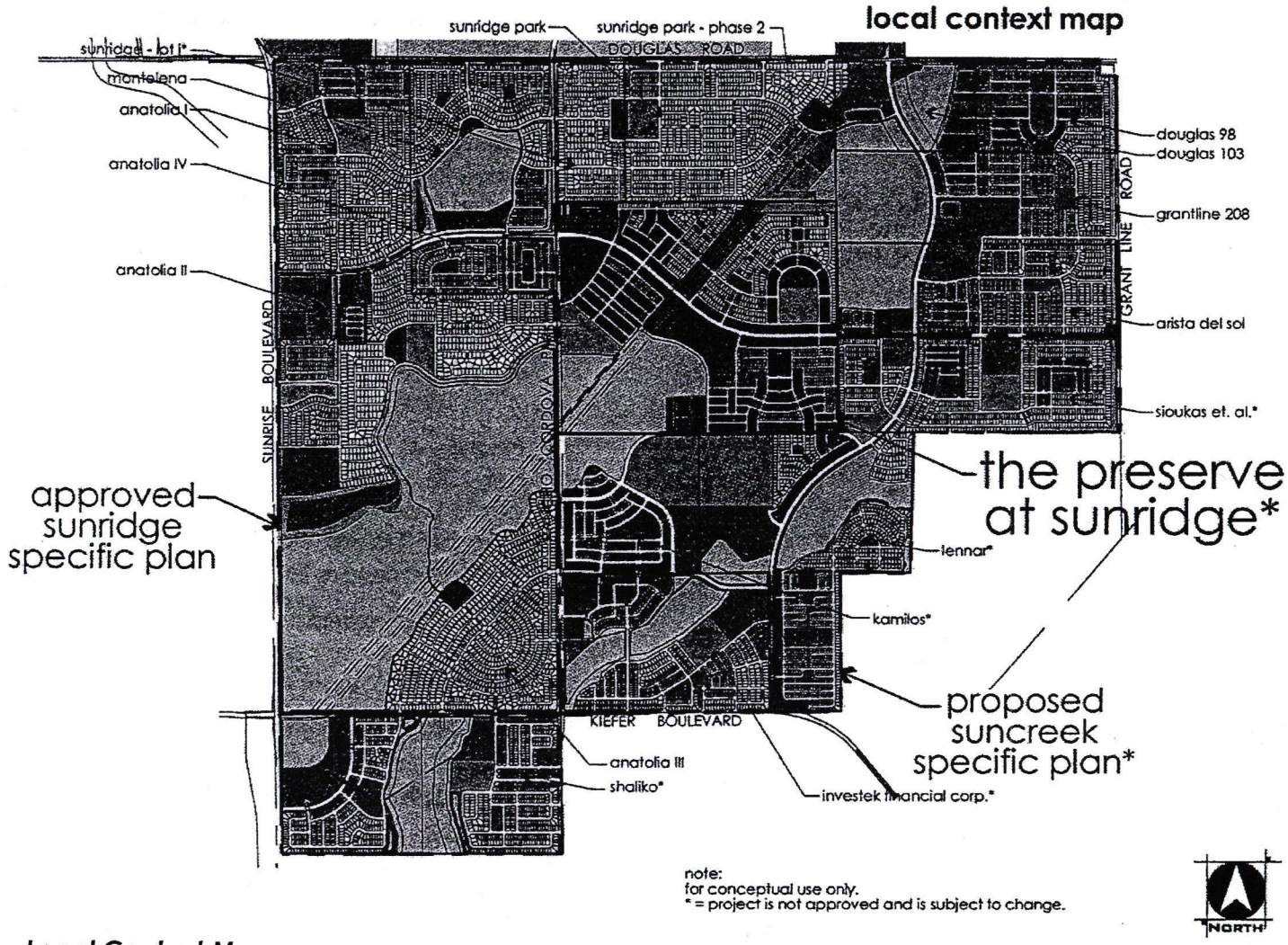


Exhibit 2 – Local Context Map

1.3 Intent of this Handbook

The purpose of The Preserve at Sunridge General Plan and Special Planning Area Zoning Handbook is to guide future development(s) within The Preserve at Sunridge SPA project. A comprehensive Design Charrette was held November 15-18, 2004 with the sole purpose to meet or exceed the City's *Vision and Guiding Principles*, while accommodating the applicant/developer's program requirements.

- **Pre-Charrette Activities**

Developing an understanding of the issues, the site, the current program and plan, and the regional/city market context.

- **The Design Charrette**

An intensive, interactive design process to develop a revised program and plan to meet City and applicant goals.

- **Post-Charrette Activities**

Documentation of the charrette process, findings and future actions.

Rancho Cordova City officials and staff, the HDR Design Team, the Cordova Park and Recreation District, the Elk Grove Unified School District, the applicant/developers, and their consultants were all very active participants in the design charrette. The charrette focused energy and effort into an intensive, concentrated, four-day design process. The intent was to test the initial commercial market assumptions, the residential product mix, and the design.

Based on the City's *Vision* in the *Draft General Plan*, the *Urban Design Workshop Results*, and applicant expectations, the charrette goals were established to meet the following criteria.

- **Set a High Standard** for the development of the Preserve at Sunridge in the City of Rancho Cordova.
- **Employ the City's *Vision* and *Guiding Principles*** in evaluating the currently proposed plan and preparing other alternatives.
- **Prepare a Development Program** that coincides with the City's Vision for The Preserve at Sunridge as a centerpiece for the burgeoning eastern side of the City, serving as the initial public, civic, recreational and commercial focus.
- **Apply appropriate tenets of the New Urbanism** in developing an alternative master plan for The Preserve at Sunridge.
- **Present a Consensus Plan** that creates a viable, fully-integrated community that reflects the City's Vision and applicant's economic requirements.
- **Approval Process to Move as Expeditiously as Possible** to final plan approvals.

1.4 Design Principles

There are two sources of design principles that guided the plan making process, as determined through the Design Charrette process. The first is the Rancho Cordova's vision of creating a city. The second source for design standards and guidelines is from the Congress for the New Urbanism (CNU). The principles are drawn from its Charter, specifically dealing with the Neighborhood, the Block, the Street, and the Building.

The following pages were taken from the Design Charrette Summary and combine the two sources into a single complementary set. The City's principles are in bold text, and the CNU principles are shown in plain text.

Positive public realm experience

Focus is on the space that buildings and landscape create together, rather than just on their interior or exterior design.

- A broad range of housing types and price levels can bring people of diverse ages, races, and incomes into daily interaction, strengthening the personal and civic bonds essential to an authentic community.
- Individual architectural projects should be seamlessly linked to their surroundings.
- A range of parks, from tot-lots and village greens to ball fields and community gardens, should be distributed within the neighborhood.

Comprehensive park and open space system

A programmed, interconnected open space system that crosses ownership and unites the City's communities together.

- Concentrations of civic, institutional, and commercial activity should be embedded, not isolated in remote, single-use complexes.
- Offer a range of parks, from tot-lots and village greens to ball fields and community gardens, should be distributed within the neighborhood.

Interconnected and gridded street framework

Distinctive grid system that connects people, properties and places.

- An interconnected network of streets, encourages walking, reduces the number and length of automobile trips, and conserves energy.
- Streets and squares should be safe, comfortable, and interesting to the pedestrian. Properly configured, they encourage walking and enable neighbors to know each other and protect their communities.
- Views should be terminated by public squares, office buildings, landmarks, gazebos, or some other form of memorable identification.

Integrated total community layout

Combined street and open space system connects the districts with neighbors regardless of use.

- The neighborhood is the essential element of development. It is an identifiable area that encourages citizens to take responsibility for its maintenance and evolution.
- A neighborhood should have a center and an edge. The center should be a public space, whether a square or a green.

Balance creative workplaces and housing

Rancho Cordova provides a healthy land use mix which allows one to live, work, (shop and play) within an interesting, creative and walkable environment.

- Neighborhoods have interconnected networks of streets designed to encourage walking, reduce the number and length of automobile trips, and conserve energy.

Access to interactive shopping experiences

Shopping/entertainment at all scales (convenience, neighborhood, destination, regional, entertainment) is easily accessible to all neighborhoods

- Centers should be compact, pedestrian-friendly, and mixed-use.
- Daily living activities should be satisfied within walking distance allowing independence to those who do not drive especially the elderly and the young.

Diverse housing choices

Appealing to the diverse marketplace.

- A broad range of housing types and price levels can bring people of diverse ages, races, and incomes into daily interaction, strengthening the personal and civic bonds essential to an authentic community.

Pedestrian-friendly street design

Street designs consider their "place" as an assemblage of buildings, landscape, and engineering elements.

- The design of streets, buildings should reinforce safe environments but not at the expense of accessibility and openness.
- The block structure should promote clear direction, coherence, interconnectivity and walkability.

Prominent public buildings

Key sites with strong vistas and redevelopment opportunities should be preserved for public buildings.

- Civic buildings and public gathering places require important sites to reinforce community identity. They deserve distinctive form, because their role is different from that of other buildings and places that constitute the fabric of the city.
- Public squares, civic buildings, landmarks, gazebos, or some other form of memorable identification should terminate views.

section 2 – Review Authority / Future Submittals

2.1 Review Authority

The Preserve at Sunridge SPA is subject to the City of Rancho Cordova's Design Review process in place at the time of subsequent applications and/or approvals unless otherwise provided for in this Handbook and/or the SPA's Development Agreement. In addition, by preparation of this General Plan and Special Planning Area Zoning Handbook, this project is held to a higher standard of development then that which has come before the Planning Staff, Planning Commission and City Council in prior applications. By virtue of the adoption of this Handbook by ordinance, certain development standards and guidelines, above and beyond those approved by the City, will apply.

This General Plan and Special Planning Area Zoning Handbook and the subsequent PS-SPA Development Agreement work together to insure a high-quality cohesively designed and implemented project with a specific design vision. Because this Handbook and the future project Development Agreement are a result of intensive project-specific planning, including the participation in an intensive Design Charrette, if/where there is a conflict between these documents and other City documents, this Handbook and PS-SPA Development Agreement will prevail.

2.2 The Preserve at Sunridge General Plan and Special Planning Area Zoning Handbook Approvals

This General Plan and Zoning Handbook recognizes the participation in the Design Charrette process as an effective tool in guiding planning entitlement approvals within this SPA as well as setting the basic framework for the SPA Land Use Plan to be developed. This Handbook will grant approval for those items described and illustrated herein and will require future Design Guidelines and Design Review at a later date(s), separate from this Development Handbook.

This General Plan and Zoning Handbook sets forth the following areas of approval by the City via adoption of this Handbook by ordinance. This includes all items, text and exhibits, discussed herein and summarized below.

- General Plan Land Use
- Zoning
- Commercial Land Use Permitted Uses
- Land Use Plan and Summary Table
- Land Use Districts and Architectural Character
- Residential Development Standards
- Overall Circulation Plan and Street Sections
- Overall Park and Open Space Plan
- Conceptual Park Design and Program for Uses
- Morrison Creek Parkway Character
- Wetland Preserve Use/Maintenance

2.3 Future Submittals

This General Plan and Special Planning Area Zoning Handbook identifies many of the development standards to implement successful and quality-image development. It outlines some of the standards and guidelines by which future development will be guided and shaped and sets up a design image that will stand the test of time. With that said however, future submittals with further detail will refine the various project components.

Subsequent Design Guidelines and Design Review applications/submittals will be made in behalf of the PS-SPA project, as a whole or in part, that will further convey the high quality image as identified though years of project visioning by the applicant/developer, including active participation in the Design Charrette process, and furthered by the development and adoption of this Handbook.

These applications and submittals may include but are not limited to the following items.

- Project-Wide Design Guidelines and Landscape Architecture
- Single-Family Residential Design Review
- Site-Specific Multi-Family Design Review
- Site-Specific Commercial Design Review
- Design Guidelines

One of the critical components of this Handbook is the future development of detailed project-wide Design Guidelines. The Design Guidelines will include at minimum mandatory contents such as detailed project-wide landscape architecture, single-family and multi-family residential design guidelines, commercial site design guidelines, public facility design guidelines, and park/open space design guidelines. In addition to the mandatory contents described briefly above, the Design Guidelines may include other optional topics as needed to describe and convey the overall design concept and implementation of the SPA's vision.

Single-Family Residential

Beyond the Typical (Residential) Development Standards exhibits in this SPA handbook (see section 3) that outline the setbacks, lot coverage and other information pertinent to the specific residential designs included in the SPA, the single-family residential component of the Design Guidelines may include more-specific site design; building placement, orientation, form, massing and style; building materials and colors; and other topics necessary to describe the design of single-family residential projects.

Multi-Family Residential

The multi-family residential component of the Design Guidelines may include site-specific designs and detail; site streetscape and circulation; public spaces and amenities; building massing, placement, orientation, form and scale; architectural style and design concepts; building materials and colors; screening and service areas; and lot coverage and parking standards.

Commercial and Public Facilities

The commercial component of the Design Guidelines may include more detailed site design; second floor residential design concepts; streetscape design and circulation; public spaces and site amenities; lot coverage and parking standards; screening and service areas; lighting and signage; building placement, massing, orientation, form and scale; building materials and colors; landscape design, plant palettes and shade coverage; irrigation design guidelines; and other topics necessary to describe the design of commercial projects.

Parks and Open Space

The parks and open space component of the Design Guidelines may include overall circulation concepts; trail design standards; more refined individual park design and program for uses; planting plans and plant palettes; irrigation design and standards; and other information as necessary to describe the design and intended uses of the parks and open space.

Landscape Architecture

The Landscape Architecture component of the Design Guidelines may include community monumentation, project-entry monumentation, project signage, lighting, street furnishings, traffic calming measures, hardscapes, and planting design and plant palettes.

2.3.2 Design Review Process

The Preserve at Sunridge SPA is subject to the City of Rancho Cordova's Design Review process in place at the time of subsequent applications and/or approvals unless otherwise provided for in this Handbook or the PS-SPA Development Agreement.

Future Design Review applications and submittals will be made in accordance with current City policy and process and are anticipated to include but are not limited to the following items.

- Project-Wide Landscape Architecture
- Single-Family Residential Design(s)
- Multi-Family Residential Design
- Public Facility Design
- Commercial Design
- Parks and Open Space Design

section 3 – The Preserve at Sunridge SPA Development Details

3.1 Relationship to General Plan / Zoning

The City of Rancho Cordova's Draft General Plan and Land Use Map reflect an approach that combines specific land use designations in some areas of the City and more general descriptions of land uses in areas planned for future growth, such as the PS-SPA.

The Draft Land Use Map establishes a variety of new land use designations that reflect more mixed, and in many cases, more intense land uses envisioned for the City. These mixed-use categories provide for the mixing of residential, commercial and office uses on a single site. In some cases, the mixing may be 'horizontal' (residential uses next to non-residential uses), in other cases the mixing may be 'vertical' (residential uses as a second or third floor over non-residential uses).

The City's Draft Land Use Map also designates the general location of several 'Village Centers' of varying size, use and intensity. The locations shown are conceptual, but clearly illustrate the City's intent to provide for a variety of shopping, working and living opportunities within the City, and to take advantage of the opportunities provided by Highway 50, public transit, and other major access to build regionally and community-oriented commercial centers.

The Preserve at Sunridge SPA blends well into the existing General Plan fabric of the Sunrise Douglas Community Plan Area as well as the greater Rancho Cordova area beyond. By design, the PS-SPA comprises a Local Village Center that has been placed where a local Village Center has been designated on the City's Interim General Plan Land Use Map. Although the PS-SPA is not by intent a transit-oriented development, it does provide significant opportunities for transit extension in the form of bus and transit stops at the perimeter of the project as well as in the heart of the Local Village Center along "Main Street".

The PS-SPA Local Village Center will be supported locally and community-wide by the provision of a variety of residential housing products offered both for rental and home-ownership opportunities at varying price ranges. Additionally, the plan intends to meet the educational, recreational and open space needs of the community by providing an elementary school and many active and passive park lands in close proximity to residential areas thereby encouraging walking and interaction among future plan area residents.

3.1.1 PS-SPA General Plan Land Uses

The General Plan Land Use Designations for The Preserve at Sunridge SPA utilize the Land Use designations as shown and described in the City's Interim General Plan.

Low Density Residential (LDR) 2.1 – 6.0 du/ac

The Single-Family Residential Land Use Designation is generally characterized by single-family detached residential lots in a wide variety of lot sizes and configurations. Within the PS-SPA this land use designation is used for the single-family conventional residential at 55x105' lot size. Other lot sizes and configurations meeting the specified density range are possible and are permitted.

Medium Density Residential (MDR) 6.1 – 18.0 du/ac

The Medium Density Residential Land Use Designation is generally characterized by small lot single-family detached or single-family attached products including condominium and townhome type development. Within the PS-SPA this land use designation is used for the small lot single-family residential at various lot sizes and configurations including but not limited to 50x105' conventional lots, 43x72' conventional lots, 48x60' conventional lots, 30x76' alley-loaded lots, 22x70' alley-loaded lots, courtyard lots and cottage lots. Other lot sizes and configurations meeting the specified density range are possible and are permitted.

High Density Residential (HDR) 18.1+ - 40.0 du/ac

The High Density Residential Land Use Designation is generally characterized by apartments, condominiums, or clustered single-family generally in multi-family configurations. Parking is generally provided in traditional surface lots however parking structures are permitted and may be used at higher densities. Within the PS-SPA this land use designation is used for the high-density (30 du/ac) multi-family site. Other types and configurations meeting the specified density range are possible and are permitted.

Village Center (VC)

The Village Center Land Use Designation is generally characterized by a mix of retail and office uses that serve the daily shopping needs as well as special shopping needs not typically met in a typical Village Center. Typical uses in the Village Center designation include grocery and specialty markets, large retail stores, restaurants, and daily services such as dry cleaners and similar personal service providers.

Village Centers are typically vibrant destination places with both day and nighttime activities. Village Centers typically meet the needs of the community by providing office and retail inter-mixed with medium and high-density residential housing. Medium and high-density residential uses may be vertically or horizontally integrated with the non-residential uses.

The commercial component of the project would have approximately fifteen commercial building pads ranging from approximately 2,400 square feet to approximately 55,000 square feet for a total of approximately 147,000 square feet to 165,000 square feet. Proposed uses include mixed-uses on the smaller pads, retail on the mid-sized pads, and a grocery store to anchor the commercial uses. The mixed-uses may include up to 18 units of second story units or "live-work" lofts of approximately 1,000 square feet each bringing the commercial total to approximately 165,000 square feet. Within the PS-SPA this land use designation is used for the commercial parcels.

Public / Quasi-Public (P/QP)

The Public/Quasi Public Land Use designation is generally characterized by a variety of public land uses including lands owned by the City of Rancho Cordova and other public agencies, schools and churches. Within the PS-SPA this land use designation is used for the detention basins and the elementary school.

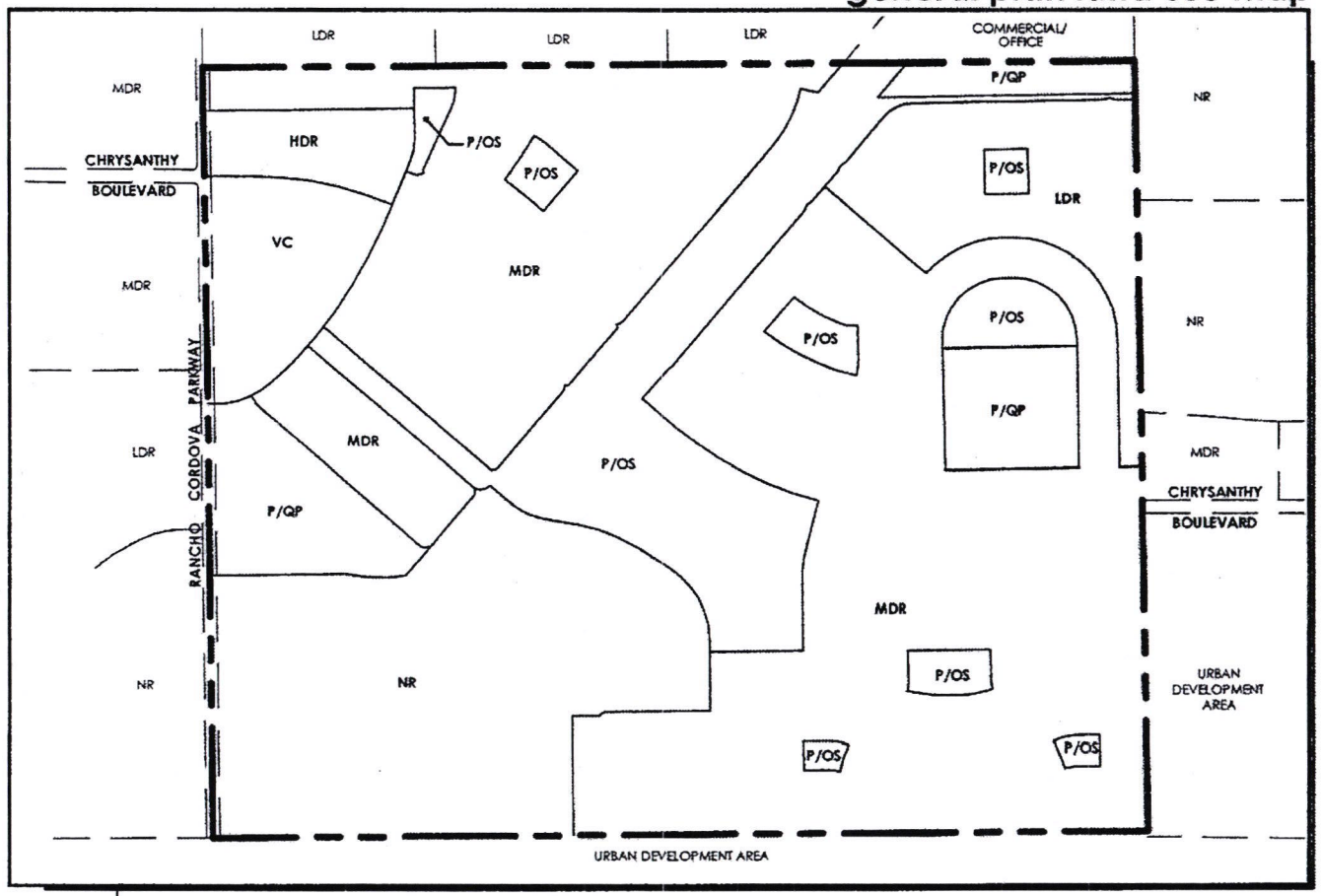
Parks / Open Space (P/OS)

The Parks / Open Space Land Use Designation is generally characterized by parks and other public facilities owned and operated by the Cordova Recreation and Park District or other public agencies as well as lands which have been reserved for open space uses. Within the PS-SPA this land use is used for the many parks and open space associated with the power line corridor and associated trail connections.

Natural Resources (NR)

This land use is generally characterized by lands set aside as natural habitat to protect natural and/or protected resources. Within the PS-SPA this land use designation is used for the wetland preserve.

general plan land use map



key:
LDR = low density residential (2.1-6.0 du/ac)
MDR = medium density residential (6.1-18.0 du/ac)
HDR = high density residential (18.1-40.0 du/ac)
VC = village center mixed use
P/QP = public/quasi-public
P/OS = parks/open space
NR = natural resource

Exhibit 3 - General Plan Land Use Map

3.1.2 PS-SPA Zoning

The Preserve at Sunridge SPA is zoned SPA (Special Planning Area) and is subject to development according to the text and exhibits contained herein, as well as subject to provisions as set forth by the project's Development Agreement.

Commercial Land Use Permitted Uses

The following table lists all the Permitted, Conditionally Permitted and Temporarily Permitted uses within the Commercial Land Use Designation. An "X" indicates that the described use is permitted in the commercial zone designation. The initials "CUP" indicate that the use is allowed, with the approval of a Conditional Use Permit by the appropriate authority, as specified in the Zoning Code. The initials "TUP" indicate that the use is allowed, with the approval of the Planning Director, according to the procedures prescribed in the Zoning Code.

If a use is not specifically listed in the table of uses, the Planning Director shall make a determination as set forth in Article 3, Title I of the Zoning Code. The determination by the Planning Director may be appealed to the Planning Commission with the filing of an appeal and payment of the established fee, according to the city's adopted fee/deposit schedule.

Unless otherwise indicated, listings denote retail sales operations.

A. Automotive Sales, Service, Repair	
1. Auto Radio, Stereo, CB	CUP
2. Auto Service Station, Primary	CUP
3. Auto Service Station, Secondary	CUP
4. Auto Parts and Accessory Store	X
5. Auto Wash, Self-Service or Automatic	CUP
B. Business Services	
1. Addressing and Mailing Services	X
2. Advertising Business	X
3. Alarm/Warning System - Sales and Service	X
4. Blueprinting-Photostating Service	X
5. Computer Programming/ Software and System Design	X
6. Computer Sales, Rental and Lease	X
7. Computer Service and Training	X
8. Data Processing Service (Section 130-53)	X
9. Delivery Service	CUP
10. Drafting Service	X
11. Equipment Rental Agency - Office Related Uses Only	CUP
12. Furniture Rental Agency	CUP
13. Locksmith - Safe Repair Shop	CUP
14. Mail or Delivery Service Pickup Station	CUP
15. Locksmith - Key and Lock Shop	X
16. Mail Order Business	X
17. Messenger Service	X
18. Office Machines and Equipment Sales and Minor Repair	X
19. Photocopy Service	X
20. Print Shop	CUP
21. Remote Teller, Freestanding for Pedestrian Use (ATM)	X
22. Sign, On-Site	X
23. Stenographic Service	X
24. Studio - Radio, Television, Recording	X
25. Telegraph Office	X
26. Telephone Answering Service	X
27. Ticket Agency	X
C. Health Services	
1. Acupuncture Clinic or Office	X
2. Adult Day Health Center	X
3. Clinic, Child-Family Guidance	X
4. Clinic, Counseling	X
5. Clinic, Diet Counseling with Incidental Sales of Diet Products	X
6. Clinic; Kidney Dialysis	CUP
7. Clinic; Physical Therapy	X
8. Eyeglasses, Frames, Contact Lens - Sales and Service	X
9. Hearing Aids - Sales and Service	X

10. Laboratory - Medical, Dental or Optical	X
11. Medical or Dental Office	X
12. Orthopedic Appliances Sales/Service	X
D. Personal Services	
1. Barber Shop	X
2. Bath House - Sauna, Turkish, Steam, Spa and Tanning	X
3. Beauty Shop	X
4. Child Care Center	X
5. Dressmaker	X
6. Electrolysis	X
7. Massage Incidental to a Permitted Use, such as Health Club, Athletic Club or Beauty Shop	CUP
8. Reducing-Body Building/Aerobics Studio	X
9. Shoe Shine Parlor	X
10. Studio - Dance, Voice, Music, Gymnastics	X
11. Tailor	X
12. Wedding Chapel, Reception Hall	CUP
13. Wig Sales and Service	X
14. Dating Service (Computerized Video Matching)	X
15. Social Center	X
E. Miscellaneous Services	
1. Cold Storage - Frozen Food Locker	10
2. Pet Grooming Service	X
3. Kennel, Cattery, Boarding/Training	CUP
4. Laundromat, Self-Service	X
5. Laundry or Cleaning Agency, Retail (On-Site Cleaning Permitted)	X
6. Laundry or Cleaning Pickup Station	X
7. Photography Studio, Including Incidental Processing	X
8. Picture Framing Shop	X
9. Travel Agency	X
10. Veterinarian-Animal Hospital	X
F. Repair Services (See Section A for Auto Repair)	
1. Appliance Repair Shop	CUP
2. Electronic Equipment Repair	X
3. Shoe Repair Shop	X
4. Television and Radio Repair Shop	CUP
G. Eating/Drinking/Lodging	
1. Bar-Tavern	X
2. Bakery, Pastry Shop	X
3. Bed and Breakfast Inn	X
4. Brew Pub (No Wholesale or Off-Site Sale of Beer, Wine, or Alcohol)	X
5. Catering Service	X
6. Delicatessen	X
7. Drive-in Restaurant (Fast Food)	CUP
8. Restaurant-Coffee Shop-Cafeteria	X

9. Soda Fountain-Ice Cream Parlor	X
10. Snack Bar Incidental to a Park	CUP

H. Entertainment/Recreation Services

1. Arcade - Electronic, Mechanical, or Video Games	CUP
2. Art Gallery	X
3. Art Studio	X
4. Card Room	CUP
5. Carnival	TUP
6. Circus	TUP
7. Coin-Operated Amusement Machine (as Defined in Section 130-43.5 of this Code, Incidental to a Permitted Use)	X
8. Dance Hall-Ballroom-Discoteque	CUP
9. Dancing as an Incidental Use in a Bar or Restaurant	CUP
10. Library	X
11. Live Theater	CUP
12. Motion Picture Theater	CUP
13. Museum	X
14. Physical Fitness Studio	X
15. Recreation Facility, Indoor	CUP
16. Recreation Facility, Outdoor	CUP

I. Food, Drug, Liquor Sales

1. Bakery, Pastry Shop	X
2. Butcher and Meat Market	X
3. Candy Store	X
4. Certified Farmers Market	TUP
5. Coin-Operated Dispenser	X
6. Convenience Store/Neighborhood Market (Less than 6,000 square feet in size)	CUP
7. Drive-in Food Market	CUP
8. Drug Store - Nonprescriptive Drugs and Sundries	X
9. Food Market Ancillary to Service Station	CUP
10. Liquor Store	X
11. Prescription Pharmacy	X
12. Supermarket-Food Store	X
13. Winery Sales Facility-Tasting Room	X

J. General Merchandise Sales

1. Book-Record Store	X
2. Building Material and Lumber Sales	CUP
3. Clothing and Apparel Store	X
4. Costume Shop - Sale and Rent	X
5. Curio-Novelty Shop	X
6. Electronic Equipment Store	X
7. Florist	X
8 General Retail or Department Store	X
9. Gift-Card Shop	X

10. Gunshop-Gunsmith	X
11. Hardware Store	X
12. Jewelry Store - Sales, Repair	X
13. Lapidary Shop	X
14. Music Store, Including Instrument Repair	X
15. Newspaper-Magazine Stand	X
16. Nursery, Plants	X
17. Office Machines and Equipment Sales and Minor Repair	X
18. Pet Store, No Kennel	X
19. Photographic Supply-Camera Store	X
20. Pool Table Sale and Repair Service	X
21. Power Tools - Sales, Repair	X
22. Shoe Store	X
23. Stamp-Coin Store	X
24. Stationery Store	X
25. Television and Radio Sales	X
26. Tobacco Shop	X
27. Toy Store	X
28. Trophy-Emblem Store	X
29. Video Store, Sales and Rental	X
30. Watches - Sales, Repair	X
K. Home Accessories and Services	
1. Antique Store	X
2. Appliance Store	X
3. Floor Covering, Drapery or Upholstery Store	X
4. Upholstery Shop (no refinishing)	X
5. Furniture Store	X
6. Gardening-Landscaping Supply Store	CUP
7. Paint and Wallpaper Store	X
8. General Glass Sales, Services	X
L. Recreation Equipment Sales	
1. Athletic Equipment and Sporting Goods Store	X
2. Bicycle Sale, Rent, Service	X
3. Boat Parts and Accessories Store	CUP
4. Boat Sale, Rent Service	CUP
5. Hang Glider - Sales and Service	CUP
6. Marine Supply Store	CUP
7. Saddlery Shop	X
8. Swimming Pool, Spa - Sales and Service	X
9. Tackle Shop	X
M. Manufacturing/Processing	
1. Recycling Center	X
N. Membership Organizations	
1. Church	X
2. Citizens Improvement Club - Community Center	X
3. Labor Union Hall	CUP
4. Lodge-Fraternal Hall	X

O. Offices	
1. Accountants, Bookkeepers Office	X
2. Bank, Savings and Loan, Finance, Loan, Credit Office	X
3. Business or Professional Office	X
4. Collection, Counseling, Personnel Office	X
5. Insurance Office	X
6. Interior Decorator Office	X
7. Medical or Dental Office	X
8. Public Relations or Advertising office	X
9. Real Estate Office	X
P. Public Facilities	
1. Privately-Owned Uses within Public and Government-Owned Buildings, Facilities and Grounds	X
2. Building and Facility owned by Federal and State Governments, and located on Federal and State owned property.	X
3. Public and Government-Owned Buildings and Facilities Other than Federal and State	CUP
4. Public and Government Uses, Other than Federal and State, within Privately-Owned Buildings, Facilities and Grounds	CUP
5. Federal and State Uses within Privately-Owned Buildings, Facilities, and Grounds	X
6. Public Utility and Public Service Facility	CUP
Q. Residential	
1. Live/Work	X
R. Schools	
1. Business School	CUP
2. Charm, Culture School	CUP
3. College and University	CUP
4. Other Private School	CUP
5. Self-Defense, Judo, Boxing, Gymnastics, Swimming or Similar Activities	X
6. Trade School	CUP
7. Vocational School	CUP

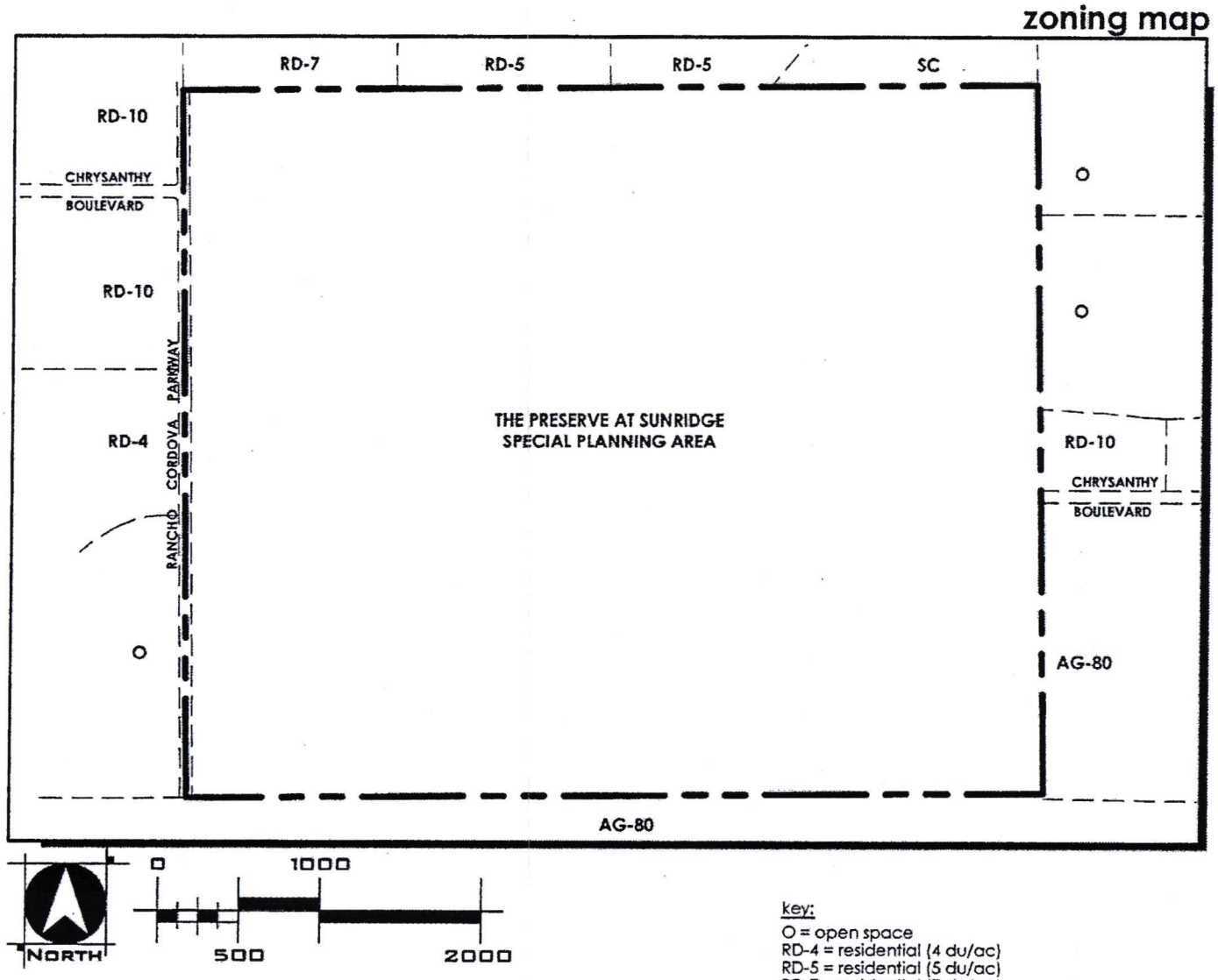


Exhibit 4 – Zoning Exhibit

3.1 The Preserve at Sunridge Land Use Plan

The Preserve at Sunridge Land Use Plan is consistent with the patterns for development as set forth in the City's Interim General Plan and Draft Land Use Map. The Land Use Plan locates a Village Center along Chrysanthy Boulevard and Rancho Cordova Parkway, two 4-lane arterial roadways, and provides varied housing opportunities in close proximity to shopping and daily services as well as to the existing employment opportunities.

The Land Use Plan provides nine different single-family lot sizes/product types to accommodate various income levels and lifestyle choices within the plan area. Additionally, the Plan provides for live/work housing within the Village Center and high-density attached housing in close proximity to transit opportunities.

The Preserve at Sunridge Land Use Plan provides many varied recreation opportunities in the location of both active and passive parks and open spaces. Eleven parks, ranging in size and an elementary school are located within the Plan Area, linked by residential streets and trails, in addition to many open space connections enhanced with pedestrian trails and landscaping.

The Plan Area also includes a large Wetland Preserve that will be maintained in perpetuity for the preservation of threatened and/or endangered species. A pedestrian trail around the Wetland Preserve will incorporate interpretive signage regarding the Wetland Preserve's special site characteristics, plant and animal inhabitants and on-going maintenance efforts.

The following pages illustrate the Land Use Plan and Land Use Summary in detail.

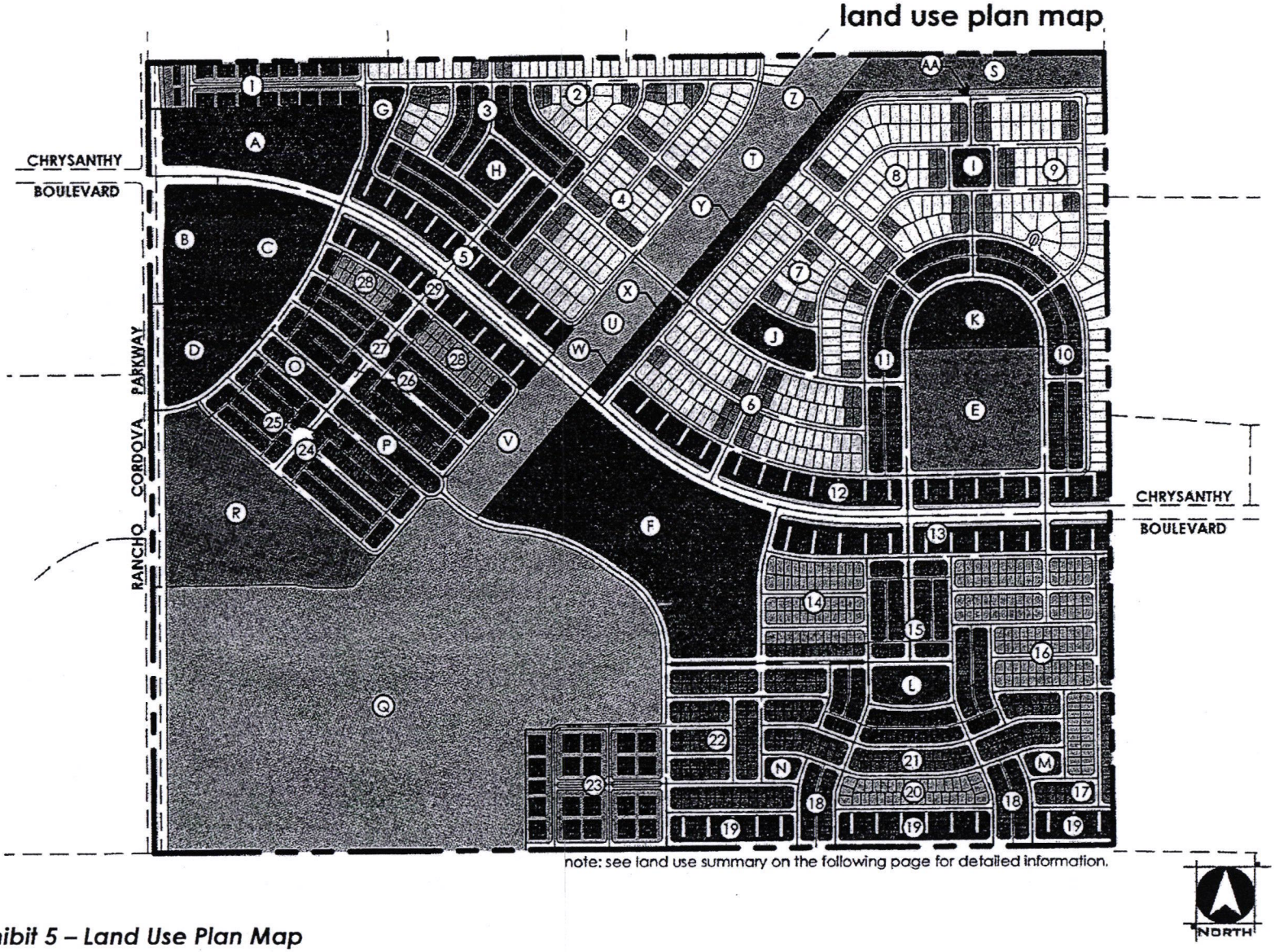


Exhibit 5 – Land Use Plan Map

land use summary table

village no./lot no.	general plan	use	acres (n)	acres (g)	units
villages 8 & 9	LDR	s-f residential (canterbury 55'x105' typ.)	32.9	32.9	183
villages 2, 4, 6 & 7	MDR	s-f residential (cove 50'x105' typ.)	60.6	60.6	351
villages 14, 16, 20 & 28	MDR	s-f residential (manor 43'x72' typ.)	27.7	27.7	261
villages 17, 21 & 22	MDR	s-f residential (ridgefield 48'x60' typ.)	26.8	26.8	246
villages 3, 10, 11, 15, 18, 24 & 27	MDR	s-f residential (carriage 30'x76' typ.)	68.7	68.7	701
villages 25 & 26	MDR	s-f residential (metropolitan 22'x70' typ.)	6.6	6.6	101
villages 5, 12, 13, 19 & 29	MDR	s-f residential (courtyard typ.)	38.8	49.9	380
villages 1 & 23	MDR	s-f residential (cottage typ.)	18.7	19.1	192
subtotal			280.8	292.3	2,415
lot a	HDR	rd-30	9.3	11.2	288
subtotal			9.3	11.2	288
lots b, c & d	VC	shopping center	17.4	21.6	-
subtotal			17.4	21.6	-
lot e	P/QP	elementary school	10.6	12.1	
lot f	P/OS	community park	24.4	27.3	-
lots g-p & w-z	P/OS	neighborhood park	21.3	27.2	-
lot q	NR	open space/wetland preserve	88.7	92.4	-
lot r	P/QP	detention/water quality basin	16.3	18.1	-
lot s	P/QP	detention/water quality basin	6.0	6.0	-
lots t, u & v	P/OS	parkway/drainage corridor	19.8	20.8	-
lot aa	P/OS	parkway	1.1	1.1	-
lots bb-kk	-	landscape corridor*	4.23	-	-
subtotal			192.7	205.0	-
total			-	530.1 acres	2,703

* landscape corridor totals are included in gross acreages of above parcels.
gross acreages include all streets & landscape corridor lots. net acreages includes minor residential streets only.

note: see land use plan on previous page for detailed information

Exhibit 6 – Land Use Summary Table

3.3 The Preserve at Sunridge Land Use Districts

The Preserve at Sunridge Plan area is divided into four Land Use Districts that are generally separated by Chrysanthy Boulevard and the Morrison Creek Parkway corridor. These Districts include the following and are described and illustrated in further detail below.

- Metropolitan District (Village Center)
- New England Classics District (Northwest)
- American Traditional District (Northeast)
- California Revival District (Southeast)

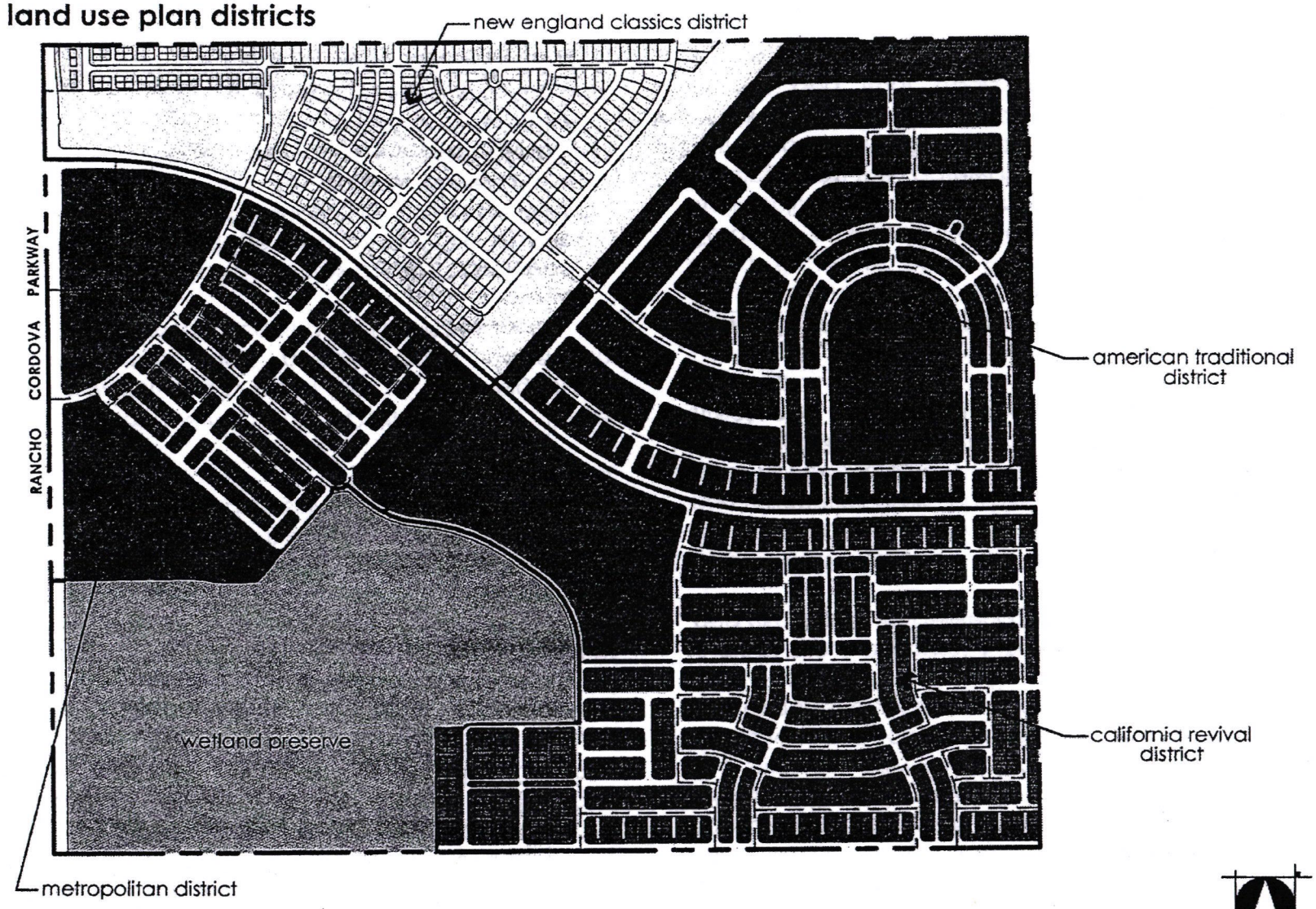


Exhibit 7 - Land Use Plan Districts

3.3.1 *Metropolitan District (Village Center)*

The Metropolitan District (Village Center) is generally bound on the north by Chrysanthy Boulevard, on the east by the linear open space parkway formed by the Morrison Creek Parkway, on the south by the Wetland Preserve and on the west by Rancho Cordova Parkway.

This District is home to the Village Center commercial and live/work housing as well as various single-family residential villages of varying lot size and shape. The District is bisected, yet connected, by the siting of a large linear park or 'Village Green' that will serve to orient and identify the mixed-use neighborhood and provide for active and passive park and open space uses.

Also located within this District is a large detention/water quality basin that will be designed to incorporate trails and possible other pedestrian amenities such as landscaping and benches.

The Metropolitan District creates a public front door to The Preserve at Sunridge Plan Area. The mixed-use center is located at the southeast corner of Rancho Cordova Parkway and Chrysanthy Boulevard and forms the commercial edge to the Metropolitan District. The Village Center provides amenities and commercial uses to both the surrounding neighborhoods and vehicle traffic along Rancho Cordova Parkway and Chrysanthy Boulevard.

Market/Grocer & Retail/Restaurants

The Village Center is anchored by a large grocery store that has clear visibility and parking from both major roads. The grocery site design acts in a very traditional pattern with designated store parking perpendicular to the store for easy shopping convenience. The front elevation and corner entries of the store forms a pedestrian streetscape edge for the start of the smaller mixed-use buildings into the residential neighborhood. A clear "back of house" function allows for easy access and circulation for delivery of goods.

Larger retail/restaurant buildings visible along Rancho Cordova Parkway provide for quick "in and out" for non-residential users and provide easy parking that does not interfere with the grocery and village center shared parking. They have entrances off the public street and parking on the side and/or behind the buildings.

Village "Mixed-Use" Center

The smaller mixed-use buildings create "outdoor rooms" along the small main street leading from Rancho Cordova Parkway to the linear park in the center of the Metropolitan District residential neighborhood. These buildings form the "gateway" feature to the public and frame both sides along Main Street creating "outdoor rooms" with enhance pedestrian streetscape, on-street parking and front doors to the retail/commercial spaces with the larger parking behind the buildings.

metropolitan district (town center)

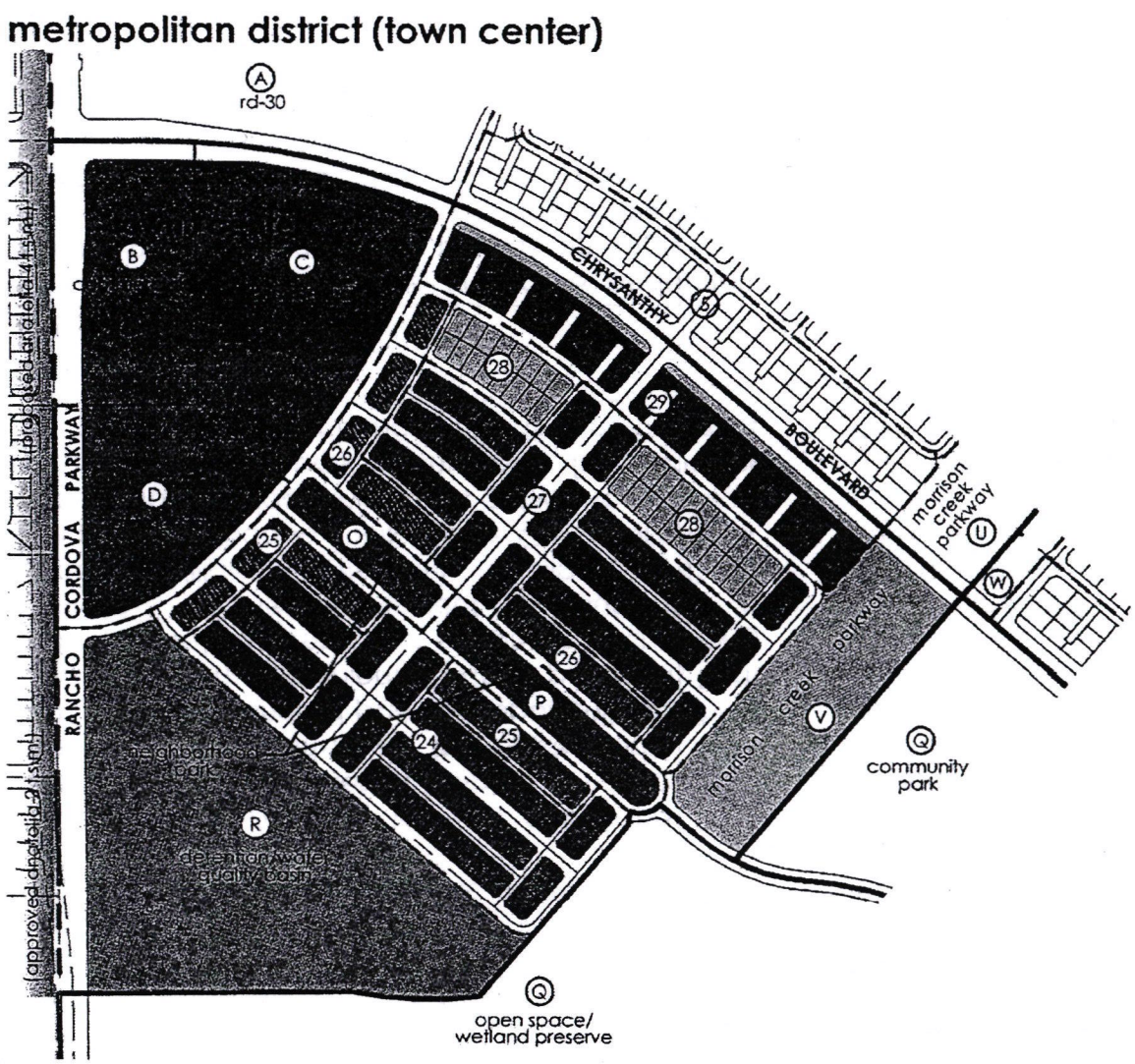


Exhibit 8 – Metropolitan District (Village Center)

Major pedestrian-friendly street level activities such as raised intersections and wide landscaped sidewalks emphasize the pedestrian over the automobile. Honoring the human scale by creating a pedestrian-friendly place involves a strong focus on improving the public domain and the design and activity within the streetscape and public places. Vehicle circulation is clear and supports the safety of the pedestrian.

These mixed-use buildings located along the Main Street shall be two stories in height with office and residential uses permitted on the upper floors. The buildings allow for shared parking opportunities behind the buildings with convenient on street parking in front for retail. All retail/commercial entrances occur along the street. The Main Street continues into a landscaped Village Center with additional on-street parking and landscape. This Village Center allows for civic buildings to bridge this public activity to the large linear neighborhood park. They allow for a smaller scale neighborhood entrance into the commercial Village Center.

Live/Work Housing

The live/work housing creates an active pedestrian residential neighborhood. They provide an edge from the commercial Village Center to the single-family residential neighborhood. They have on-street parking in the front and rear-loaded alleys with garage doors in the back. Additional landscape visually separates the residential alleys from the large shared Village Center parking areas.

The townhouses have lower level floor accessory units that allow for commercial, in-house business and/or additional living space for the residence. Internal stairs provide connection to all floors. The primary residential front door is raised above the sidewalk to allow for more privacy with the lower accessory entrance providing easy public access. The live/work townhouses provide a bridge from the very public Town/Village Center to the less public residential neighborhoods.

The architectural character of the Metropolitan District is characterized by Metropolitan, Contemporary and Loft/Townhome type architecture consistent with an urban-themed mixed-use commercial Village Center.

The Metropolitan District Conceptual Commercial Site Plan and architectural character are illustrated on the following pages.

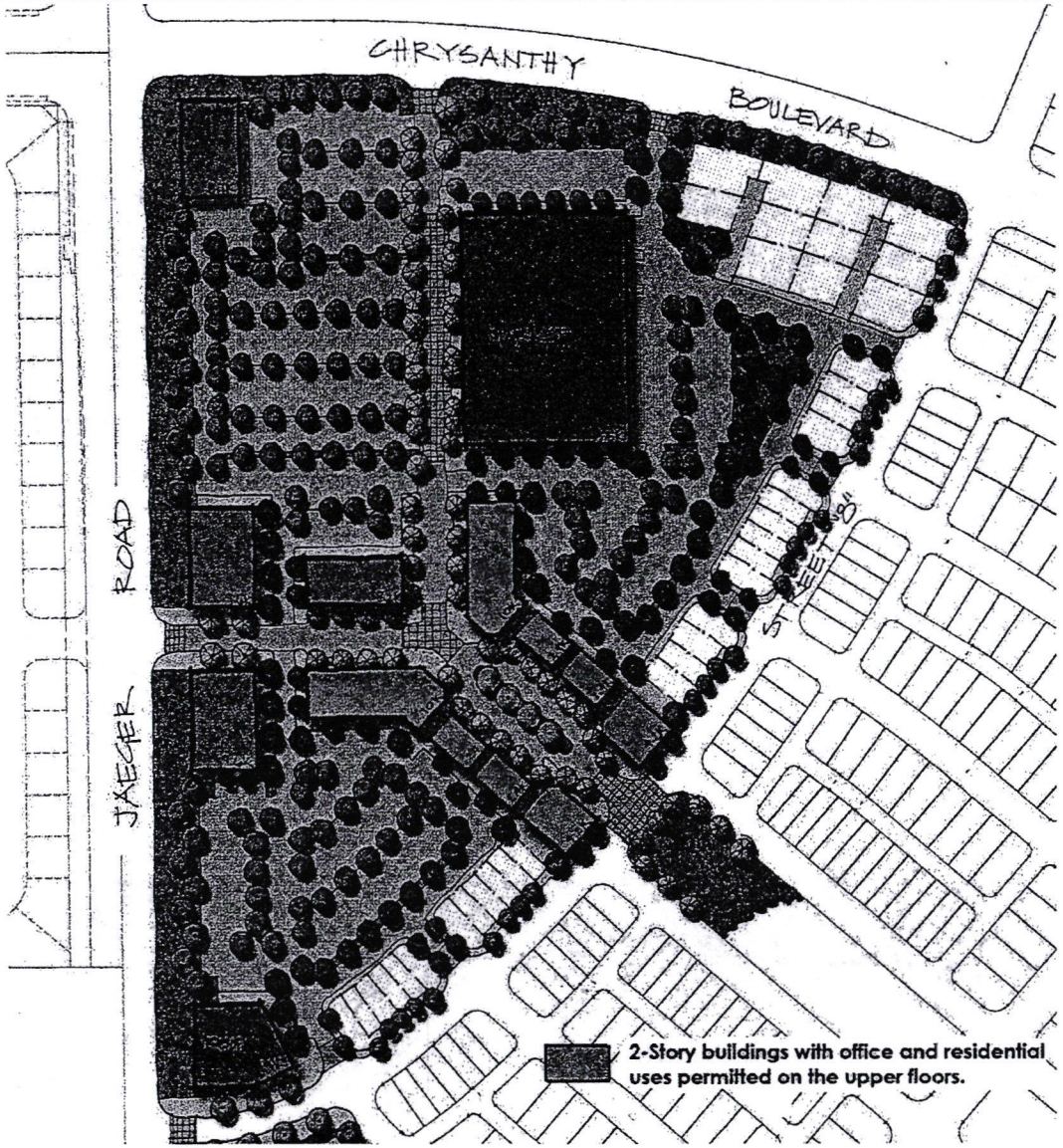


Exhibit 9 - Commercial Site Conceptual Plan

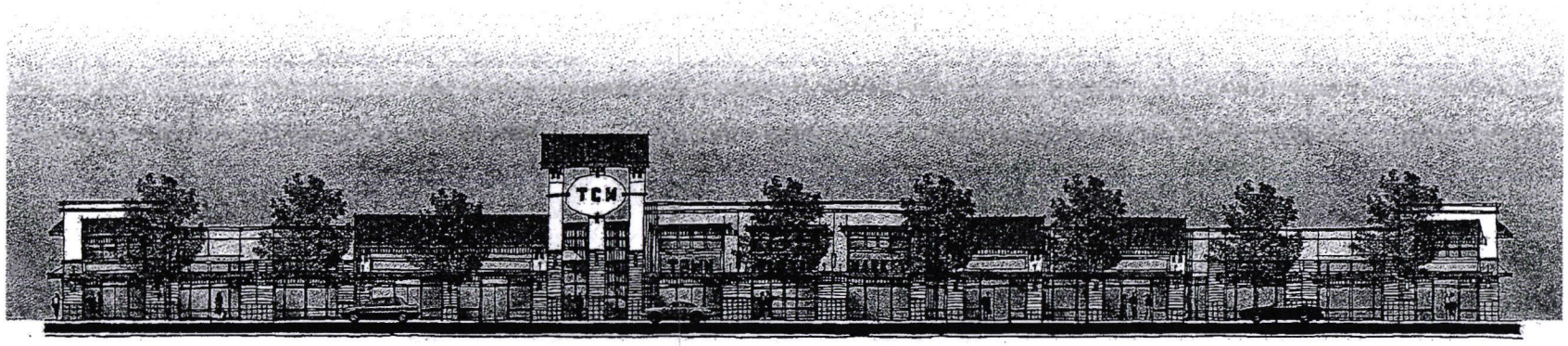


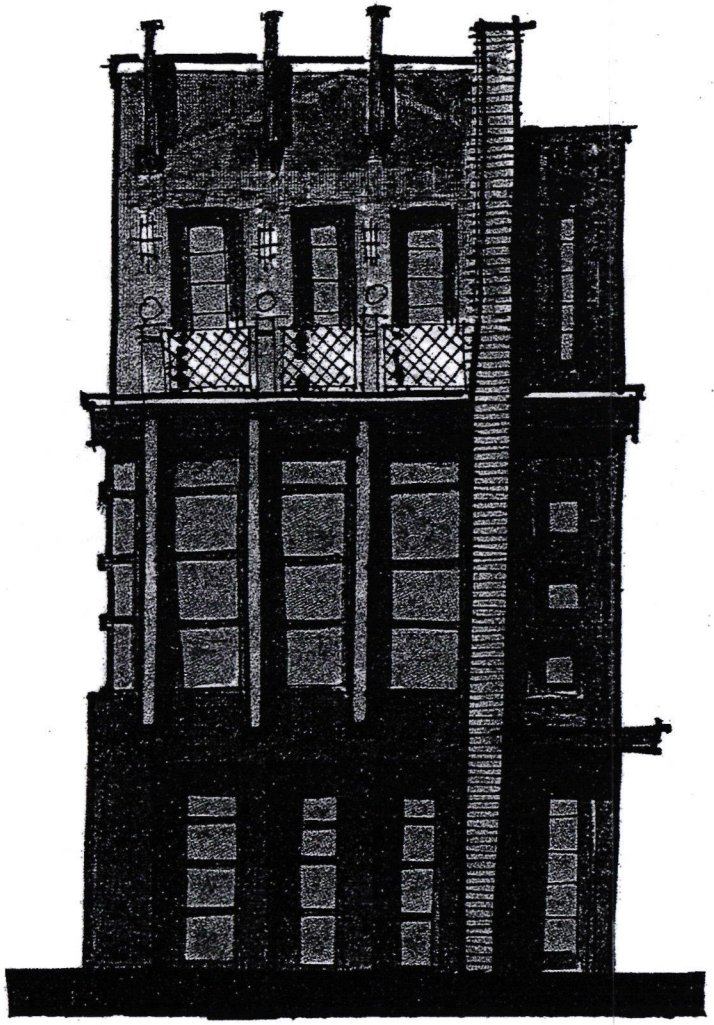
Exhibit 10 - Commercial Site Market/Grocer Architectural Character



Exhibit 11 - Commercial Site Inline Shops Architectural Character



Exhibit 12 - Commercial Site Live/Work Housing Architectural Character



contemporary

Architectural Character

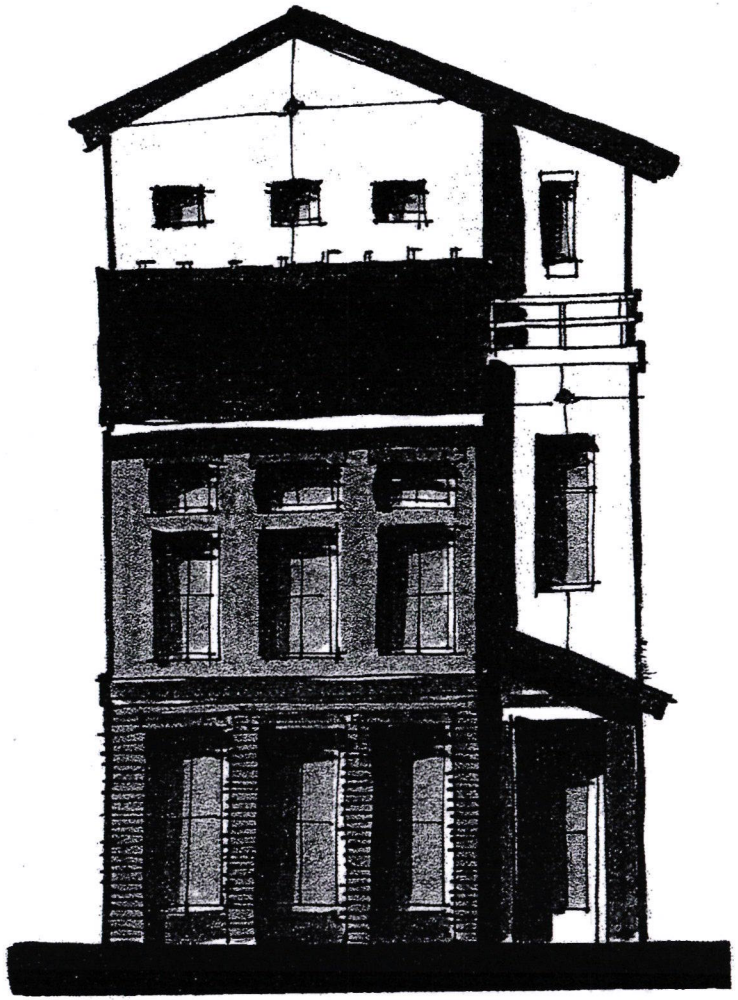
Roof

material	composition asphalt shingles
shape	gables

Exterior

material details	cement plaster brick veneer wrought iron railing vertical architectural accent horizontal architectural accent accent trim

Exhibit 13 - Contemporary Residential Architectural Character



loft/townhouse

Architectural Character

Roof

material	flat concrete tile
shape	gable and shed

Exterior

material details	cement plaster brick veneer wrought iron railing tile gable end accent accent trim

Exhibit 14 –Loft/ Townhouse
Residential Architectural Character

3.3.2 New England Classics District (Northwest)

The New England Classics District is generally bound on the north by the project boundary and approved/pending single-family residential uses, on the east by the linear open space formed by the Morrison Creek Parkway, on the south by Chrysanthy Boulevard and on the west by Rancho Cordova Parkway.

This District is home to the two neighborhood parks surrounded by single-family residential at various lot sizes and configurations.

Also located within this District is a multi-family attached residential parcel located adjacent to Chrysanthy Boulevard for convenient access to transit opportunities as well as the Village Center located just across Chrysanthy Boulevard.

The architectural character of the New England Classics District is characterized by Cape Cod, Shingle, and Tudor and Victorian type architecture consistent with the New England Classics theme.

The New England Classics District area and architectural character are illustrated on the following pages.

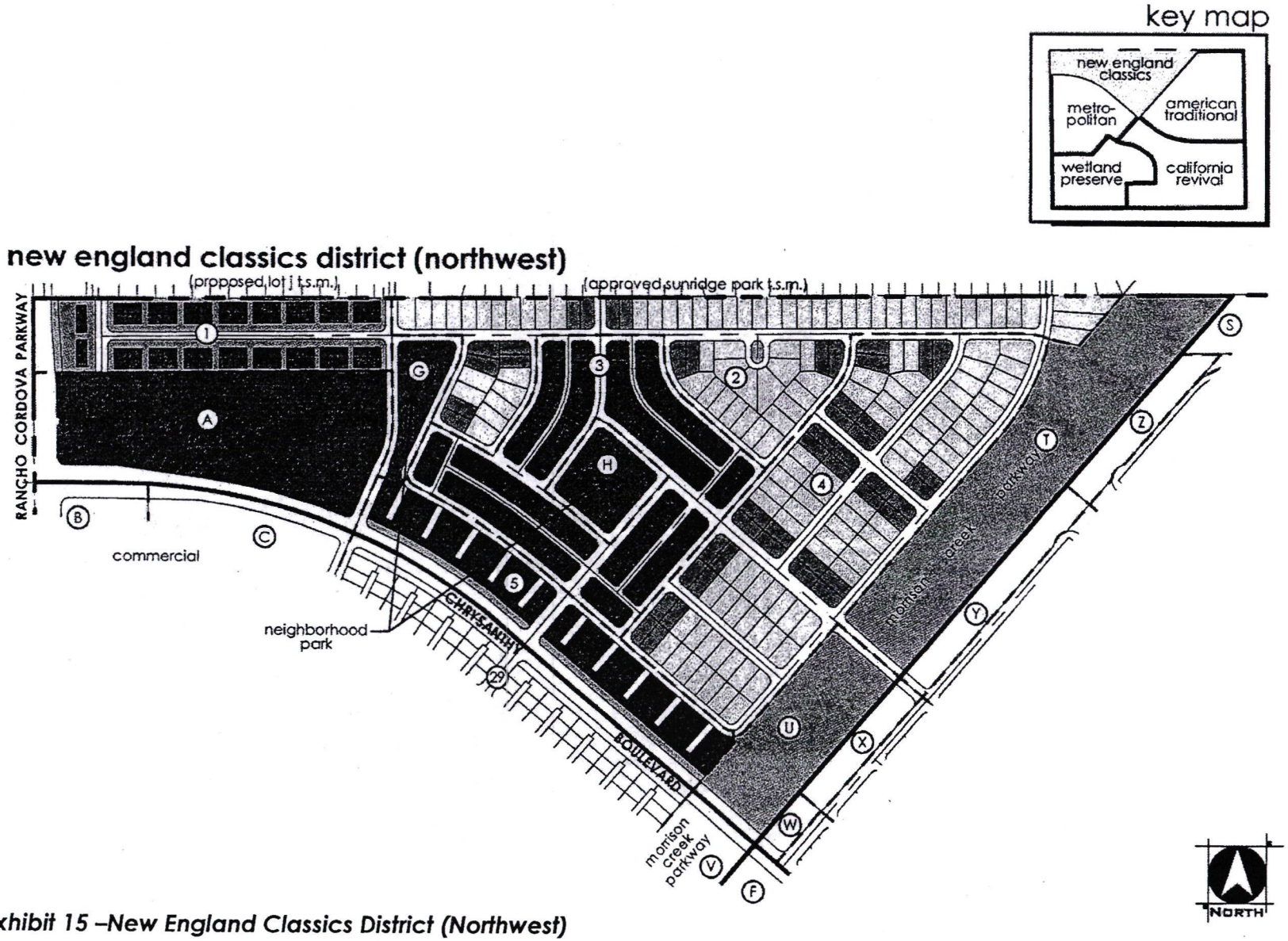


Exhibit 15 –New England Classics District (Northwest)



cape cod

Architectural Character

Roof

material	flat concrete title
shape	gables, gambrel, dormers

Exterior

material	simulated shigles
details	wood entry columns
	shutters
	oval vents
	carriage type garage door
	accent trim

Exhibit 16 - Cape Cod
Residential Architectural Character



shingle

Architectural Character

Roof

material	flat concrete title
shape	gables

Exterior

material	simulated shigles
details	arches
	wood entry columns
	stone veneer
	carriage type garage door
	accent trim

Exhibit 17 - Shingle
Residential Architectural Character



tudor

Architectural Character

Roof

material	flat concrete title
shape	gables, slipped gables, steep roof accents

Exterior

material	cement plaster
details	corbels
	wood entry columns
	shutters
	carriage type garage door
	contrasting accent trim

Exhibit 18 - Tudor
Residential Architectural Character



victorian

Architectural Character

Roof

material	flat concrete title
shape	gables

Exterior

material details	simulated lap siding ornate wood entry columns ornate porch/gable trim scallop shingle accent wood railing carriage type garage door accent trim

Exhibit 19 - Victorian
Residential Architectural Character

3.3.2 American Traditional District (Northeast)

The American Traditional District is generally bound on the north by the project boundary and approved and pending single-family residential uses, on the east by the project boundary and a Wetland Preserve, on the south by Chrysanthy Boulevard and on the west by the linear open space formed by the Morrison Creek Parkway.

This District is home to the three neighborhood parks surrounded by single-family residential at various lot sizes and configurations, one of which is co-located adjacent to an elementary school.

Also located within this District is a large detention/water quality basin that will be designed to incorporate trails and possible other pedestrian amenities such as landscaping and benches.

The architectural character of the American Traditional District is characterized by Bungalow, Craftsman, Farmhouse and Prairie type architecture consistent with the American Traditional theme.

The American Traditional District area and architectural character are illustrated on the following pages.

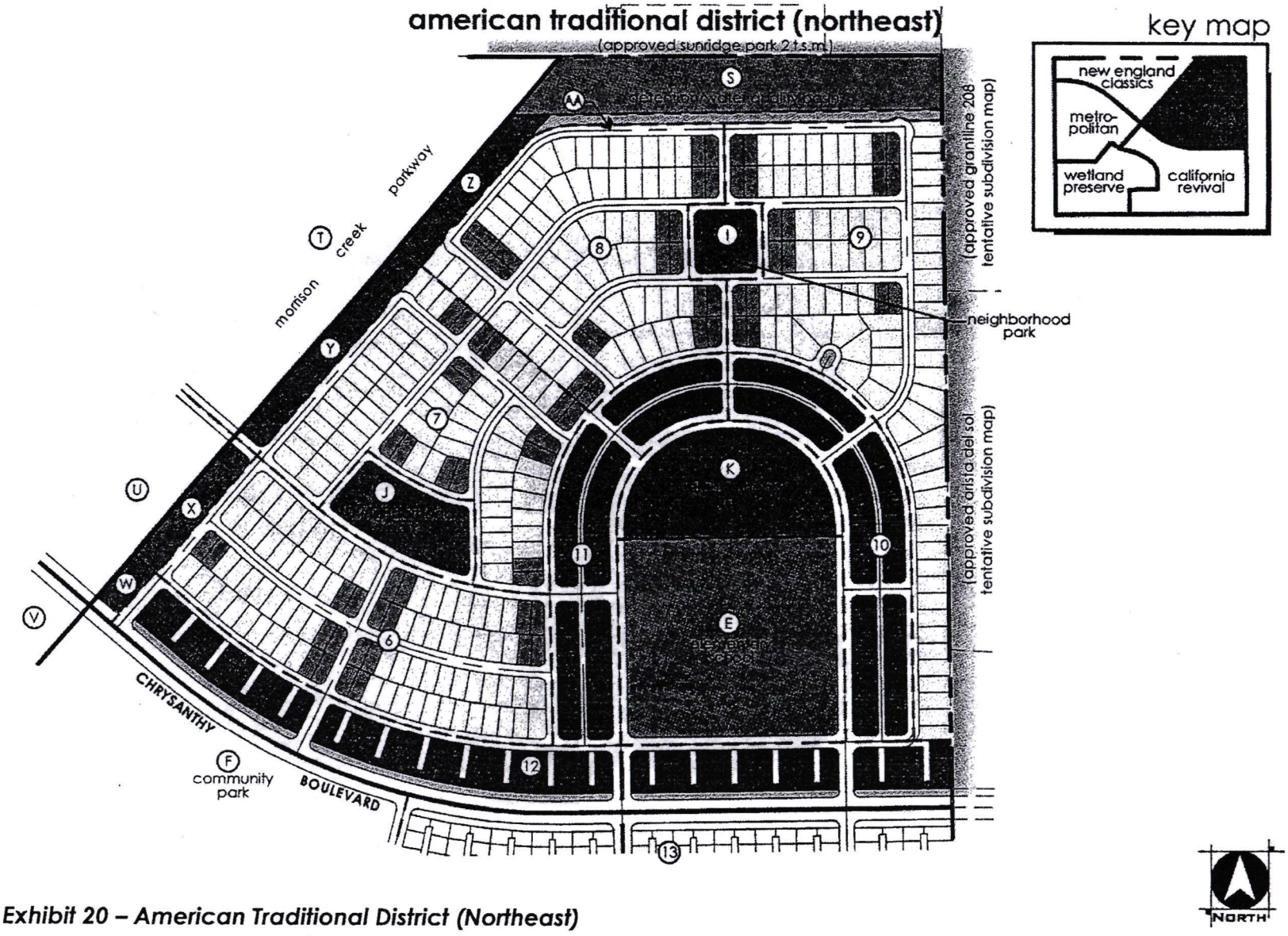
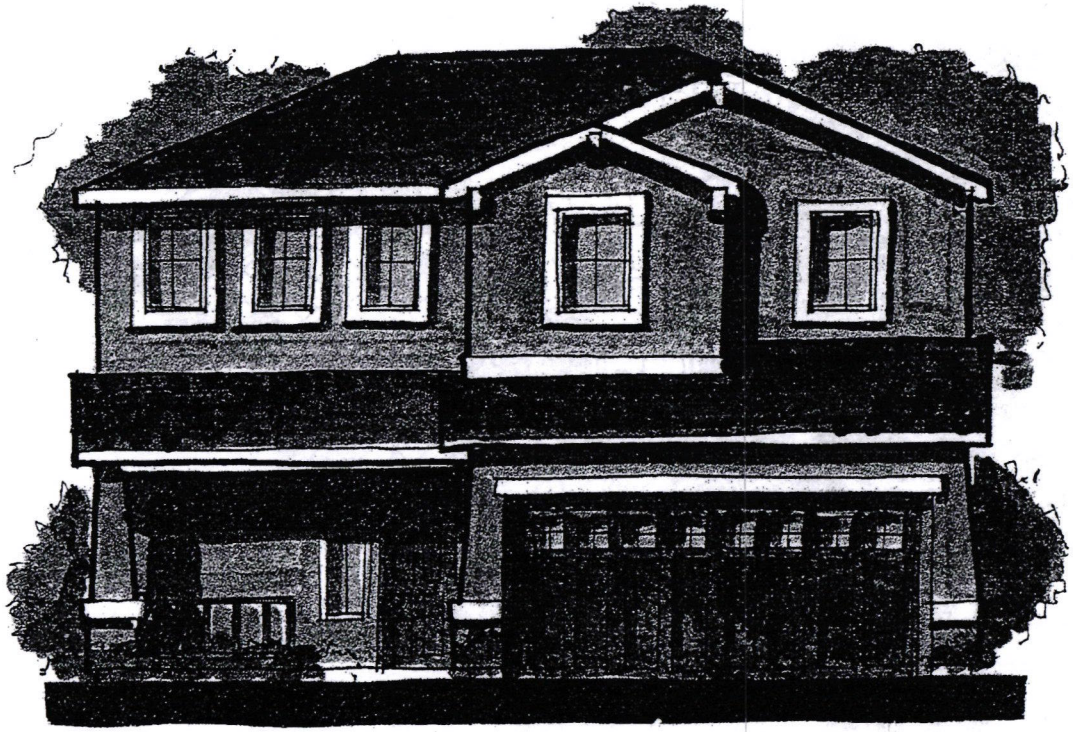


Exhibit 20 – American Traditional District (Northeast)



bungalow

Architectural Character

Roof

material	"s" shape concrete tile
shape	hip and gable combination

Exterior

material details	cement plaster outriggers at gables tapered columns wood railing carriage type garage door accent trim

Exhibit 21 - Bungalow
Residential Architectural Character



craftsman

Architectural Character

Roof

material	flat concrete tile
shape	hip and gable combination

Exterior

material details	cement plaster outriggers at gables simulated vertical siding simulated shingle siding stone veneer carriage type garage door accent trim

Exhibit 22 - Craftsman
Residential Architectural Character



farmhouse

Architectural Character

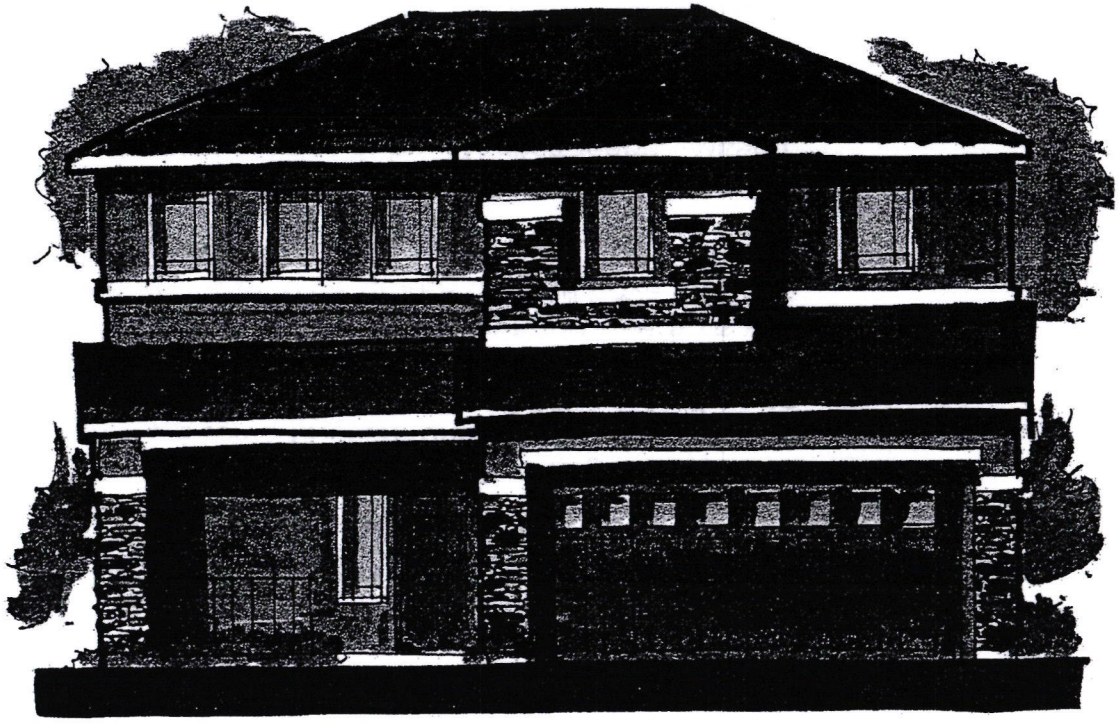
Roof

material	flat concrete tile
shape	gables

Exterior

material details	simulated lap siding wood porch columns wood railing shutters carriage type garage door accent trim

Exhibit 23 - Farmhouse
Residential Architectural Character



prairie

Architectural Character

Roof

material	flat concrete tile
shape	hips

Exterior

material details	cement plaster stone veneer wrought iron railing carriage type garage door accent trim

Exhibit 24 - Prairie
Residential Architectural Character

3.3.3 California Revival District (Southeast)

The California Revival District is generally bound on the north by Chrysanthy Boulevard, on the east by the project boundary and proposed single-family residential uses, on the south by the project boundary and a pending Specific Plan area (including a high school and regional park) and east by the Wetland Preserve and the linear open space formed by the Morrison Creek Parkway.

This District is home to the three neighborhood parks that are surrounded by single-family residential uses at various lot sizes and configurations.

Also located within this District is a large community park that will serve to orient and identify the Plan Area and provide for active and passive park and open space uses. The park will be designed to accommodate the local neighborhood needs as well as these needs of large groups and will have off-street parking available.

The architectural character of the California Revival District is characterized by Mediterranean, Mission, Monterey and Spanish type architecture consistent with the California Revival theme.

The California Revival District area and architectural character are illustrated on the following pages.

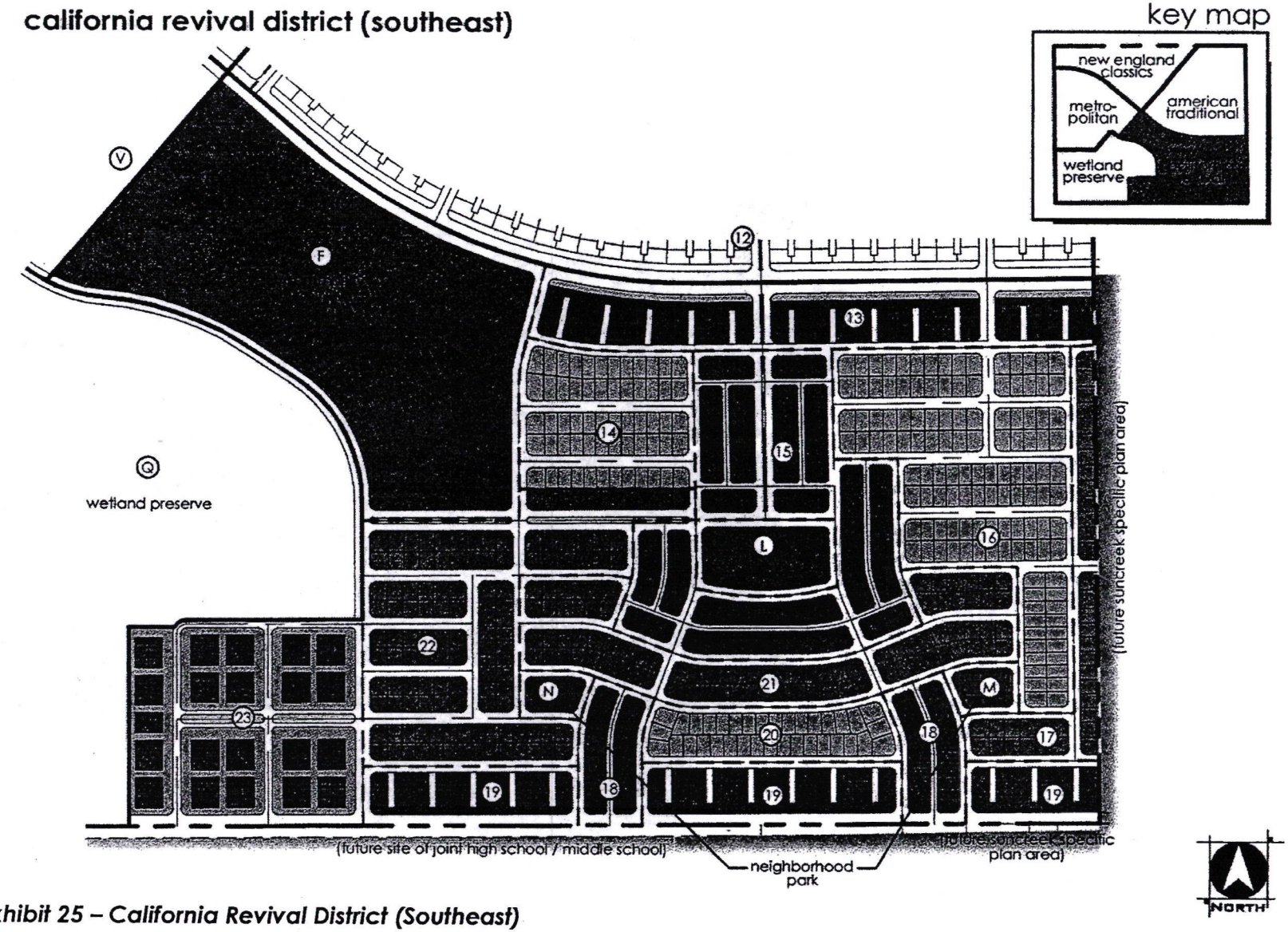


Exhibit 25 – California Revival District (Southeast)



mediterranean

Architectural Character

Roof

material	"s" shape concrete tile
shape	hips

Exterior

material details	cement plaster stone veneer wrought iron railing ornate eave carriage type garage door accent trim

Exhibit 26 - Mediterranean
Residential Architectural Character



mission

Architectural Character

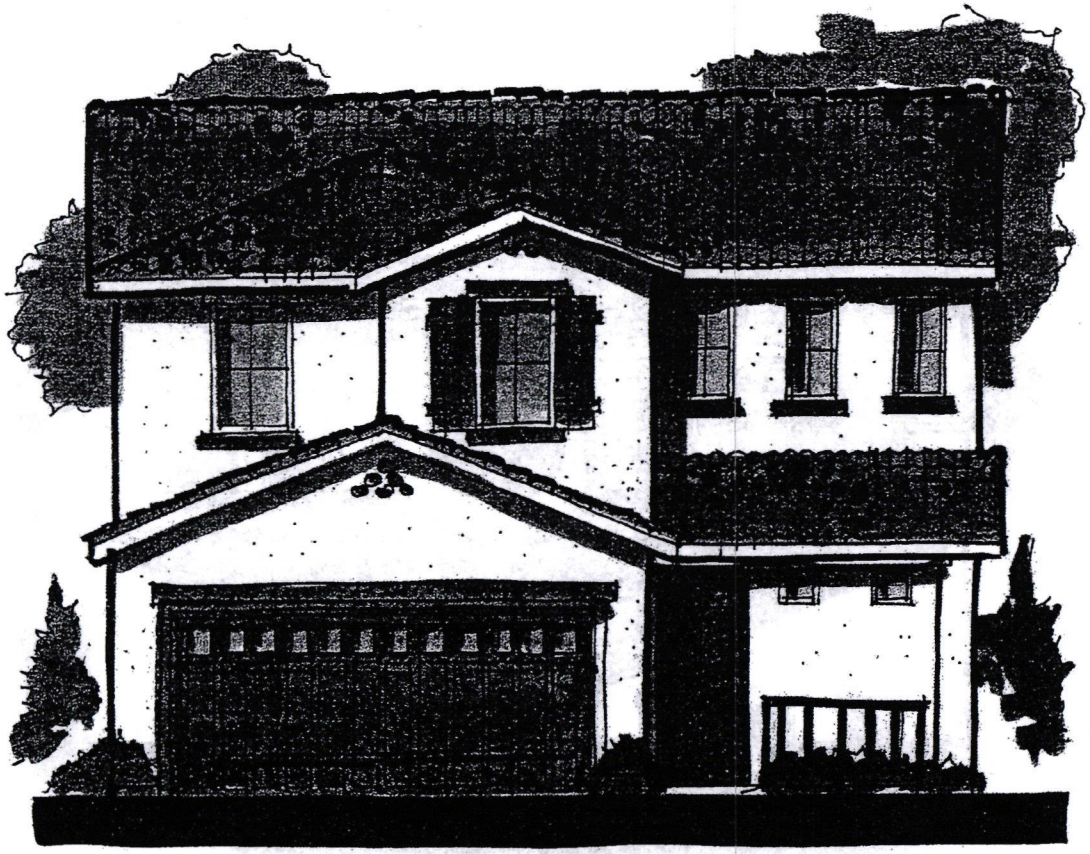
Roof

material	"s" shape concrete tile
shape	hips

Exterior

material details	cement plaster arches clay title gable accent ornate cement plaster accent carriage type garage door accent trim

Exhibit 27 - Mission
Residential Architectural Character



monterey

Architectural Character

Roof

material	"s" shape concrete tile
shape	gables

Exterior

material	cement plaster
details	corbels
	shutters
	clay title gable accent
	wrought iron railing
	carriage type garage door
	accent trim

Exhibit 28 - Monterey
Residential Architectural Character



spanish

Architectural Character

Roof

material	"s" shape concrete tile
shape	hips

Exterior

material details	cement plaster arches ornamental relief wrought iron railing carriage type garage door accent trim

Exhibit 29 - Spanish
Residential Architectural Character

3.4 Single-Family Detached Residential Typical Development Standards

The Preserve at Sunridge Land Use Plan provides for varied single-family residential opportunities to attract a diverse population. Nine different single-family residential home-ownership opportunities are located within the Plan Area to appeal to an economically- and lifestyle-diverse community of future residents. These single-family lot sizes/product types are listed below and described in detail on the exhibits on the following pages.

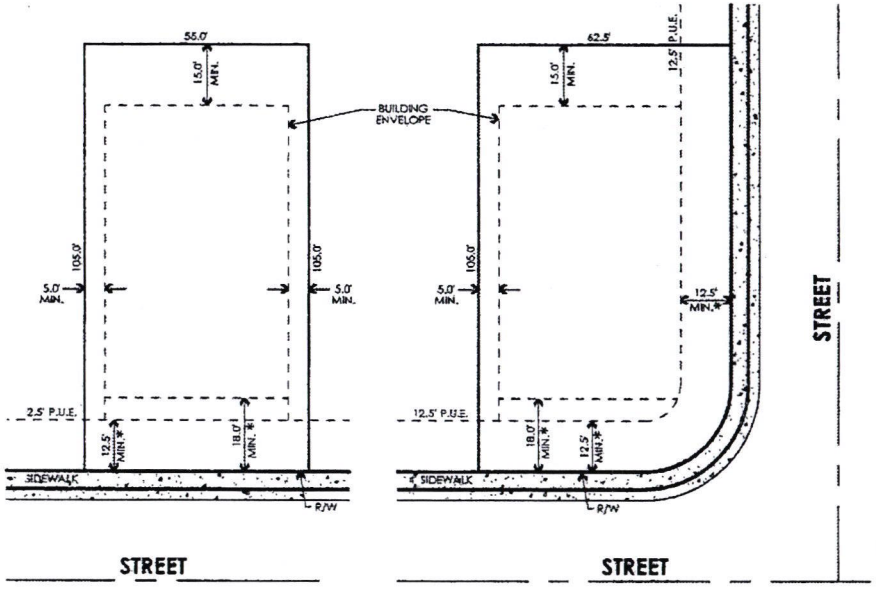
- Canterbury - 55x105' Conventional Lots
- Cove - 50x105'Conventional Lots
- Manor - 43x72'Conventional Lots
- Ridgefield - 48x60'Conventional Lots
- Carriage - 30x76' Alley-Loaded Lots
- Metropolitan - 22x70' Alley-Loaded Lots
- Courtyard Lots
- Cottage Lots
- Duet Lots

The Typical Development Standards Exhibits illustrated in this Handbook outline the typical lot and setback requirements needed for the single-family product types listed above.

The exhibits illustrate and list particular detailed information to accommodate a particular product envisioned for the Plan Area. This information may include but is not limited to the following items.

- Minimum Lot Size
- Minimum Interior Lot Width
- Minimum Corner Lot Width
- Minimum Lot Depth
- Maximum Lot Coverage
- Minimum Front Yard Setback
- Minimum Garage Setback
- Minimum Interior Side Yard Setbacks
- Minimum Corner Side Yard Setbacks
- Minimum Alley / Rear Yard Setback
- Lot Type
- Maximum Building Height
- Public Utility Easement

canterbury (55'x105')



* = measured from back of walk

Development Standards Table

Lot Requirements

minimum lot size	5775 square feet
minimum interior lot width	55'
minimum corner lot width	62.5'
minimum lot depth	105'

Setback Requirements

minimum front yard porch	18'/12.5' porch *
minimum interior side yard	5'
minimum corner side yard	12.5' (with attached sidewalk) *
minimum corner side yard	10' (with detached sidwalk) *
minimum garage	18.0' *
minimum rear yard	15'
public utility easement (p.u.e.)	12.5' (with attached sidewalk) *
public utility easement (p.u.e.)	10' (with detached sidwalk) *

lot type	conventional

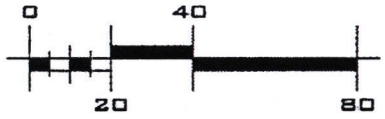
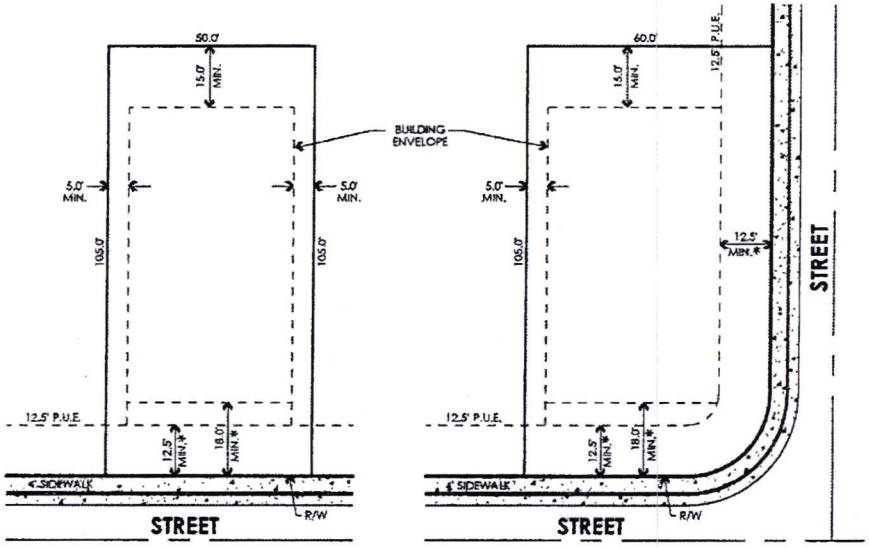


Exhibit 30 – Canterbury - 55x105' Conventional Lots
Typical Development Standards

cove (50'x105')



* = measured from back of walk

Development Standards Table

Lot Requirements

minimum lot size	5250 square feet
minimum interior lot width	50'
minimum corner lot width	60'
minimum lot depth	105'

Setback Requirements

minimum front yard porch	18'/12.5' porch *
minimum interior side yard	5'
minimum corner side yard	12.5' (with attached sidewalk) *
minimum corner side yard	10' (with detached sidwalk) *
minimum garage	18.0' *
minimum rear yard	15'
public utility easement (p.u.e.)	12.5' (with attached sidewalk) *
public utility easement (p.u.e.)	10' (with detached sidwalk) *

lot type	conventional

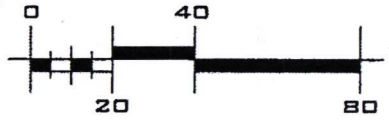
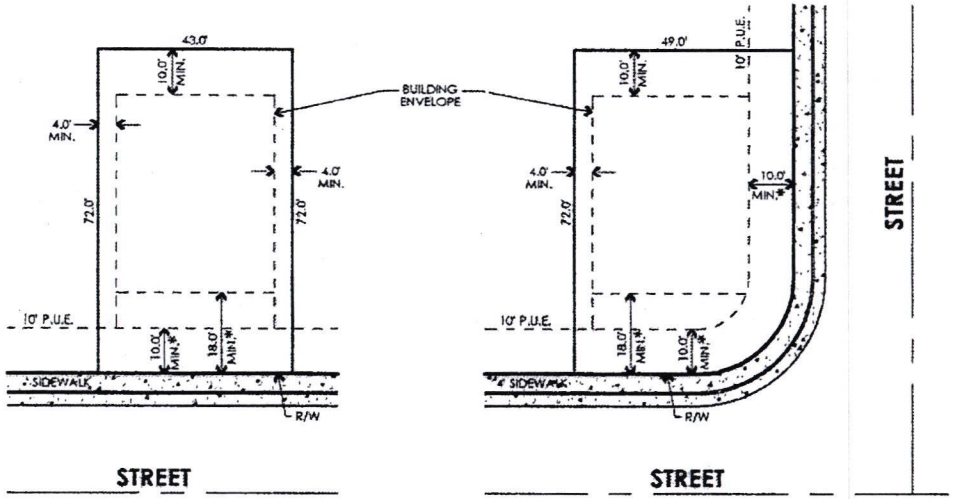


Exhibit 31 – Cove - 50x105' Conventional Lots
Typical Development Standards

manor (43'x72')



* = measured from back of walk

Development Standards Table

Lot Requirements

minimum lot size	3096 square feet
minimum interior lot width	43'
minimum corner lot width	49'
minimum lot depth	72'

Setback Requirements

minimum front yard porch	18'/10' porch *
minimum interior side yard	4'
minimum corner side yard	10' *
minimum garage	18' *
minimum rear yard	10'
public utility easement (p.u.e.)	10' *
lot type	conventional

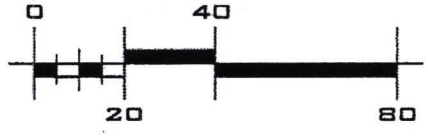
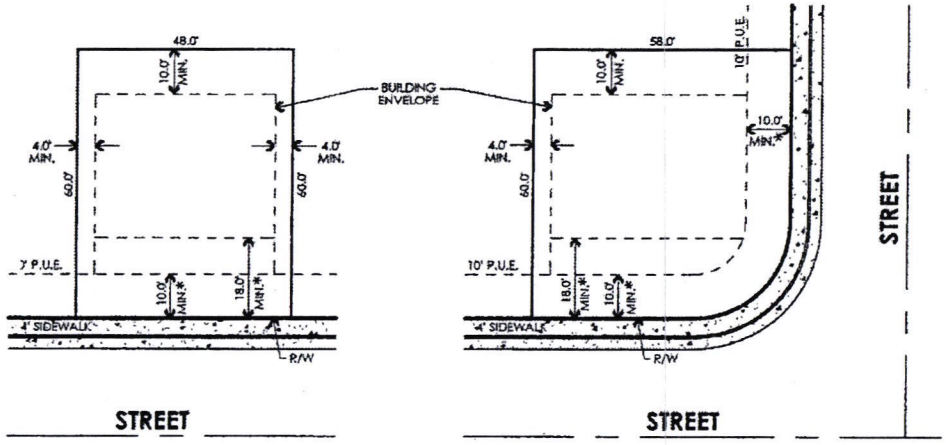


Exhibit 32 – Manor - 43x72' Conventional Lots
Typical Development Standards

ridgefield (48'x60')



* = measured from back of walk

Development Standards Table

Lot Requirements

minimum lot size	2880 square feet
minimum interior lot width	48'
minimum corner lot width	58'
minimum lot depth	60'

Setback Requirements

minimum front yard porch	18'/10' porch *
minimum interior side yard	4'
minimum corner side yard	10' *
minimum garage	18' *
minimum rear yard	10'
public utility easement (p.u.e.)	10' *
lot type	conventional

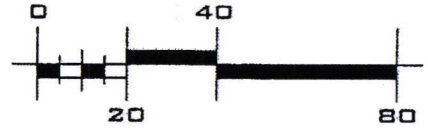
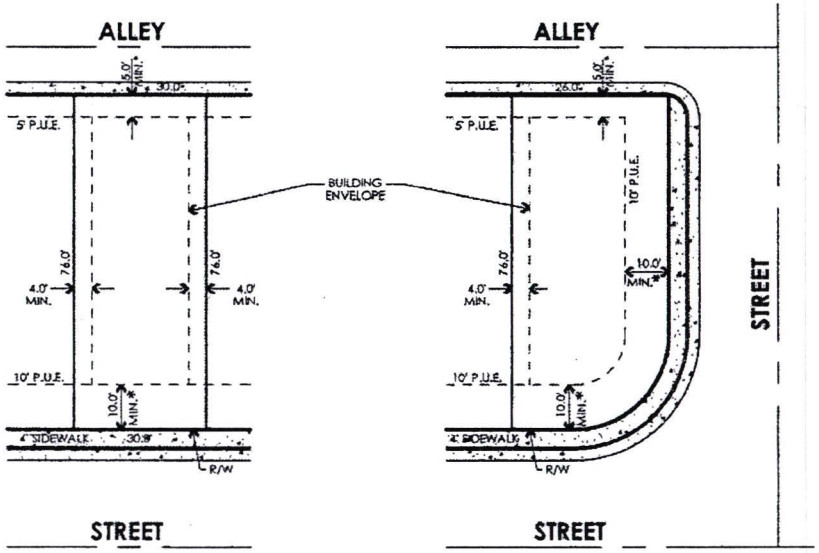


Exhibit 33 – Ridgefield - 48x60'Conventional Lots
Typical Development Standards

carriage (30'x76')



* = measured from back of walk

Development Standards Table

Lot Requirements

minimum lot size	2280 square feet
minimum interior lot width	30'
minimum corner lot width	36'
minimum lot depth	76'

Setback Requirements

minimum front yard	10' *
minimum interior side yard	4'
minimum corner side yard	10' *
minimum alley/garage/rear yard	5' *
public utility easement (p.u.e.)	10' front/side * 5' rear *
lot type	alley-loaded

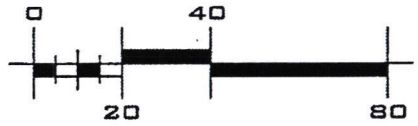
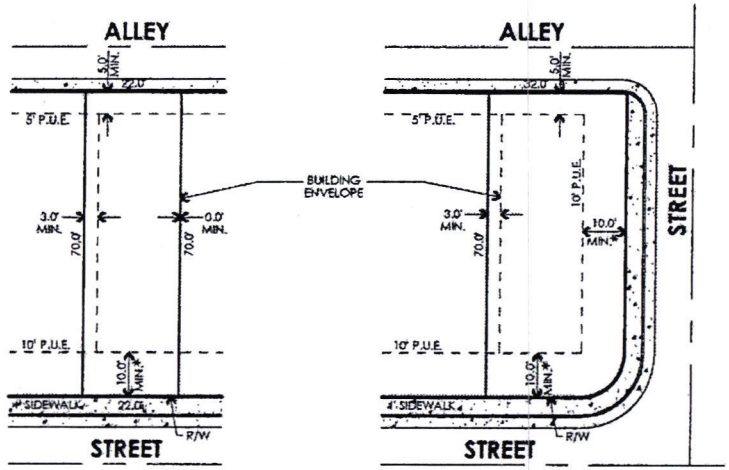


Exhibit 34 – Carriage - 30x76' Alley-Loaded Lots
Typical Development Standards

metropolitan (22'x70)



* = measured from back of walk

Development Standards Table

Lot Requirements

Minimum Lot Size	1540 square feet
Minimum interior Lot Width	22'
Minimum Corner Lot Width	32'
Minimum Lot Depth	70'

Setback Requirements

minimum front yard	10' *
minimum interior side yard	3'/0'
minimum corner side yard	10' *
minimum alley/garage/rear yard	5'
public utility easement (p.u.e.)	10' front/side *
	5' rear *
lot type	alley-loaded

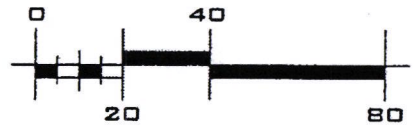
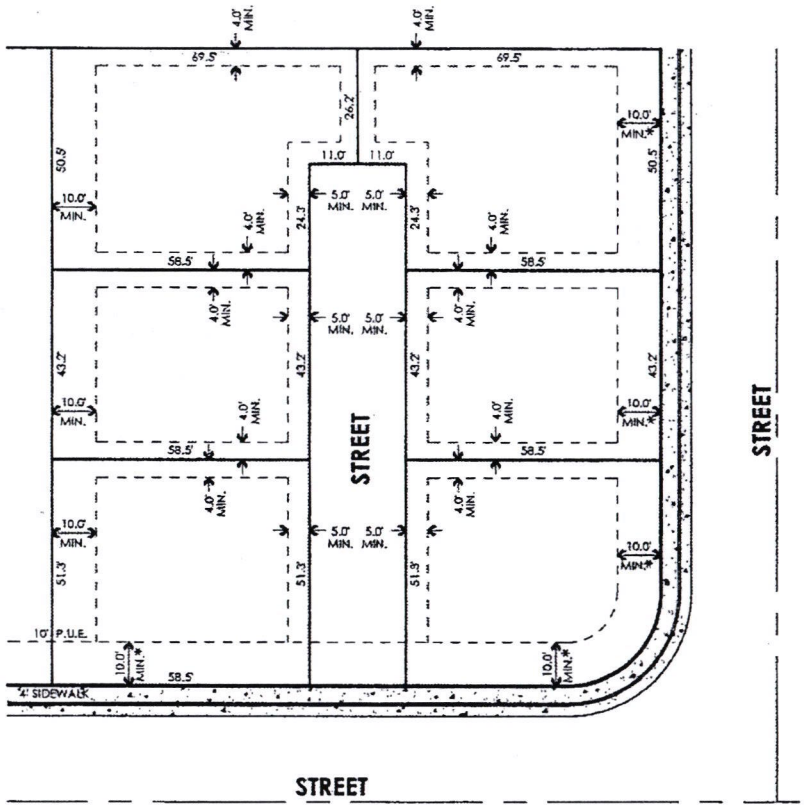


Exhibit 35 – Metropolitan - 22x70' Alley-Loaded Lots
Typical Development Standards

courtyard



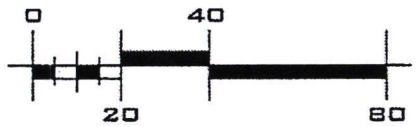
Development Standards Table

Lot Requirements

minimum lot size	2494 square feet
minimum interior lot width	43.2'
minimum corner lot width	51.3'
minimum lot depth	58.5'

Setback Requirements

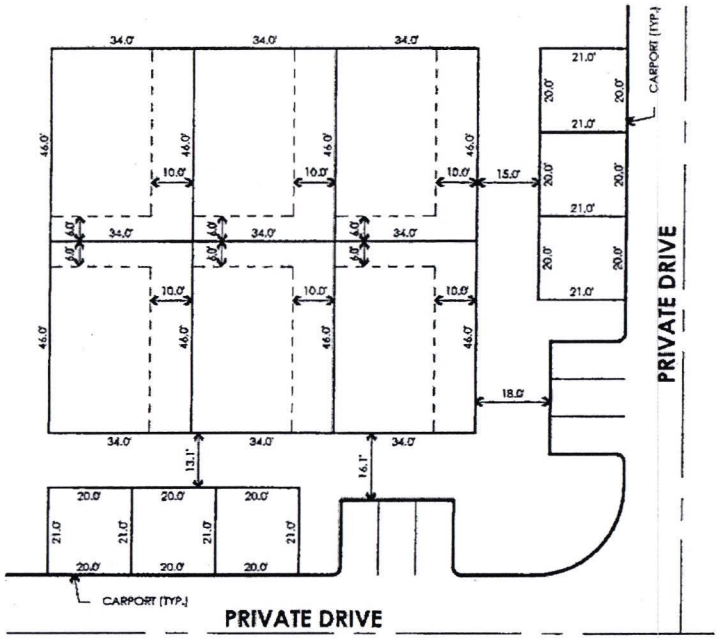
minimum front yard	10' *
minimum interior side yard	4'
minimum corner side yard	10' *
minimum garage/rear yard	5'
public utility easement (p.u.e.)	5' front *
	10' side *
lot type	courtyard



* = measured from back of walk

Exhibit 36 – Courtyard Lots
Typical Development Standards

cottage



Development Standards Table

Lot Requirements

minimum lot size	1564 square feet
minimum interior lot width	34'
minimum corner lot width	34'
minimum lot depth	46'

Setback Requirements

minimum front yard	0'
minimum interior side yard	10'/0'
minimum corner side yard	10'
minimum rear yard	6'
lot type	cottage

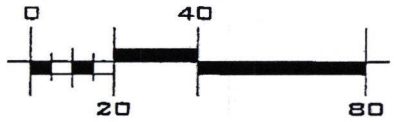
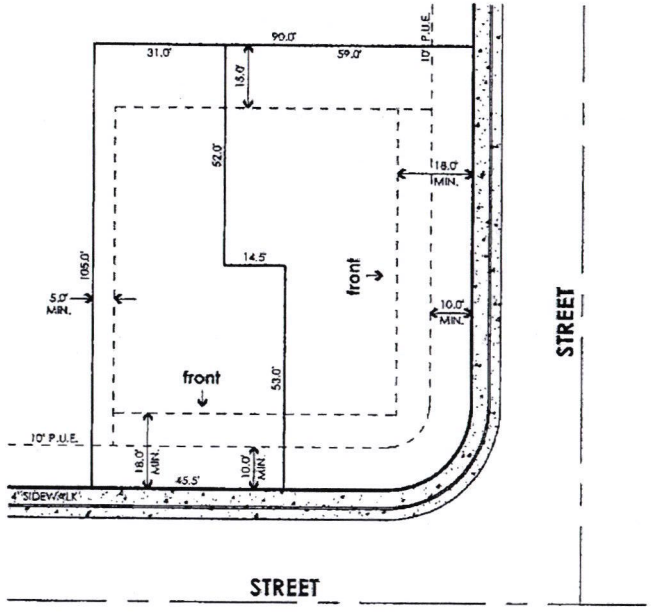


Exhibit 37 – Cottage Lots
Typical Development Standards

duet



Development Standards Table

Lot Requirements

minimum lot size	4023 square feet
minimum interior lot width	31'
minimum corner lot width	44.5'
minimum lot depth	105'

Setback Requirements

minimum front yard	10'
minimum interior side yard	5'
duet common sideyard	0'
minimum corner side yard	10'
minimum garage	18'
minimum rear yard	15'
public utility easement (p.u.e.)	10'

lot type	conventional



Exhibit 38 – Duet Lots
Typical Development Standards

3.5 Circulation Design Standards

The design of The Preserve at Sunridge SPA's circulation system utilizes an efficient system of streets and pathways to serve the Plan Area. The internal street system is designed such that a 'block' or 'grid' system is achieved. Various pedestrian pathways are designed to provide non-vehicular transportation opportunities throughout the project site in all directions linking the projects' many park sites. This creation of a well-connected hierarchy of roadways allows for the efficient movement of vehicular traffic and encourages biking, walking and other human-powered alternatives to the automobile.

3.5.1 Overall Circulation Plan

Arterial streets are the principal streets that serve the through traffic in the vicinity of the Plan Area. These streets include Rancho Cordova Parkway on the sites' western boundary and Chrysanthy Boulevard that bisects the Plan Area and provides an east-west connection between Sunrise Boulevard and Grant Line Road, which are two major arterial streets (6-lane roadways).

Construction of the Plan Area street system, including the internal streets, will occur in a timely and coordinated manner. Street improvements will be phased according to the specifications contained within the PS-SPA Development Agreement. The Development Agreement will define the financing and implementation of the projects phased circulation system, among other topics, and to ensure that future improvements are installed concurrent with planned development.

The internal residential streets provide connections into and through the SPA and connect residential neighborhoods with the Village Center, elementary school, and the various planned park and open space facilities thus allowing Plan Area residents to travel within and throughout the Plan without traveling along the arterial roadways. Where necessary, traffic control devices will be installed that will facilitate timely and safe pedestrian crossings.

Rancho Cordova Parkway is designated in the City's Draft General Plan as an "Enhanced Transit Corridor" that will allow for future Bus Rapid Transit (BRT) service to the Plan Area. In addition to two vehicular travel lanes in each direction for conventional automobile traffic, the planned Enhanced Transit Corridor will also contain a 15' wide travel lane in each direction for the dedicated use of BRT bus service. This service is expected to be operated daily along Rancho Cordova Parkway and will extend south to Jackson Highway and north beyond Douglas Road through the proposed Rio Del Oro Plan Area.

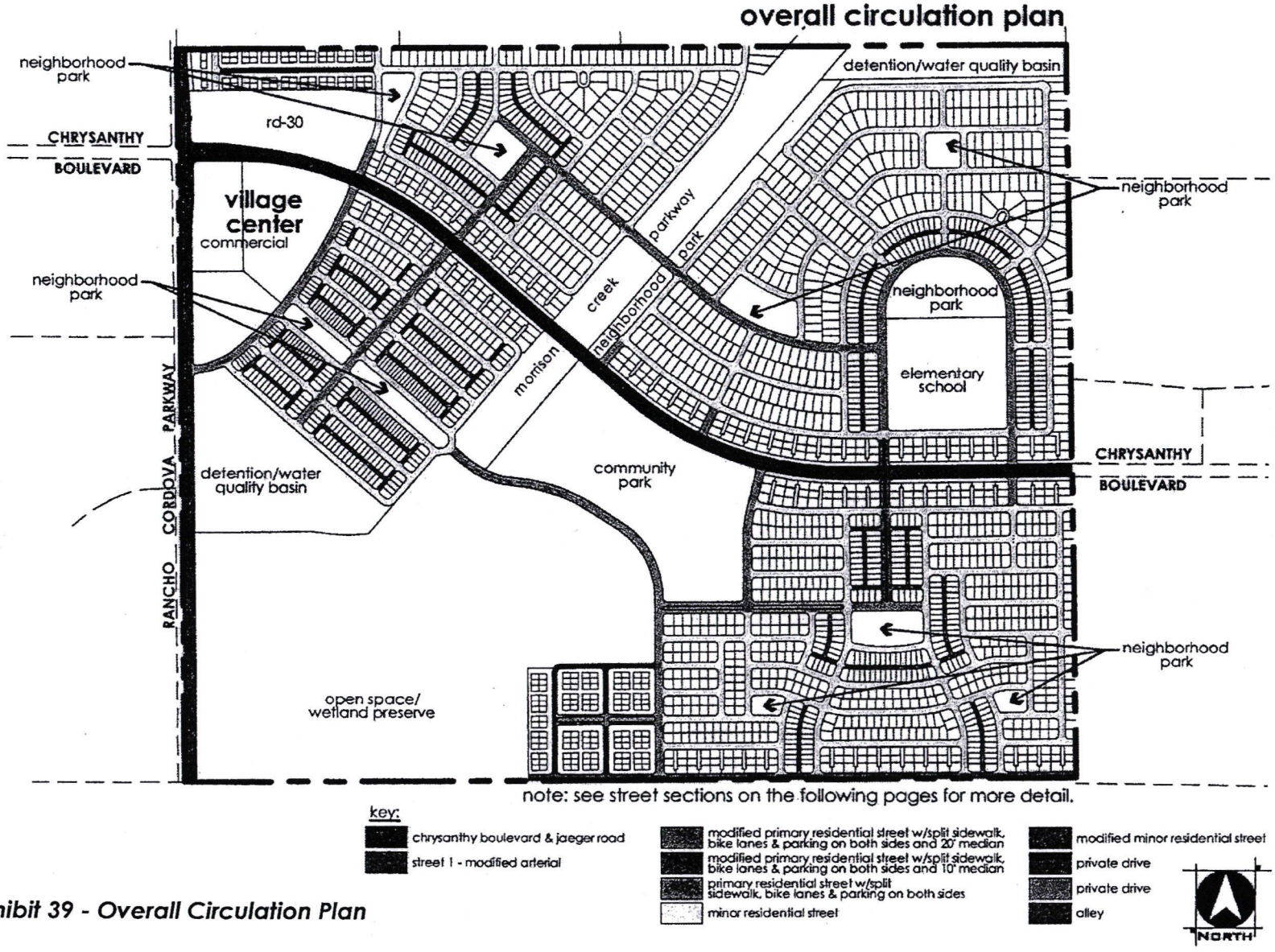


Exhibit 39 - Overall Circulation Plan

Currently, Regional Transit (RT) does not exist within The Preserve at Sunridge SPA, however extension is planned. Safe and pedestrian friendly bus shelters will be located as appropriate for the use and protection of the RT users. The design of the SPA encourages the use of public transit by locating some of the most dense residential development nearby the arterial streets and within the Village Center to facilitate easy walkable access to RT bus stops. In addition, it is anticipated that RT will extend into the heart of the Village Center, via the site's 'Main Street', providing direct access to the daily goods and service needs of the community.

Additionally, The Preserve at Sunridge SPA provides a varied network of both on- and off-street pedestrian pathways and trails allowing for safe and convenient non-vehicular travel throughout and within the Plan Area. All arterial and primary residential streets have Class II bike lanes striped on the street. Additionally, all sidewalks along these streets are detached from the street edge and separated from the street by a landscape planter of varying width depending upon the street facility. Additionally, separate Class I trail facilities are located within the SPA along the open space/wetland preserve area as well as within the open space/drainage corridor that facilitate direct northeast/southwest movement within the community.

3.5.2 Street and Trail Sections

The Preserve at Sunridge SPA identifies the basic framework and hierarchy of roadways and establishes the primary circulation system that feeds, defines and connects the Plan Area. Streets within the SPA are classified based on their functional requirements and their relative importance in serving the neighborhoods and establishing the character of the project.

Arterial Streets

Arterial streets within the SPA include Rancho Cordova Parkway and Chrysanthy Boulevard. These 4-lane facilities comprise the following components.

- 106' right-of-way (Rancho Cordova Parkway)
- 76' right-of-way (Chrysanthy Boulevard)
- 14' landscaped median/turn lane
- Two travel lanes (12' and 11') in each direction
- One 15' BRT Lane in each direction (Rancho Cordova Parkway)
- 5' striped bike lane
- 3' curb & gutter
- 25' landscape corridors
- Parking is not permitted

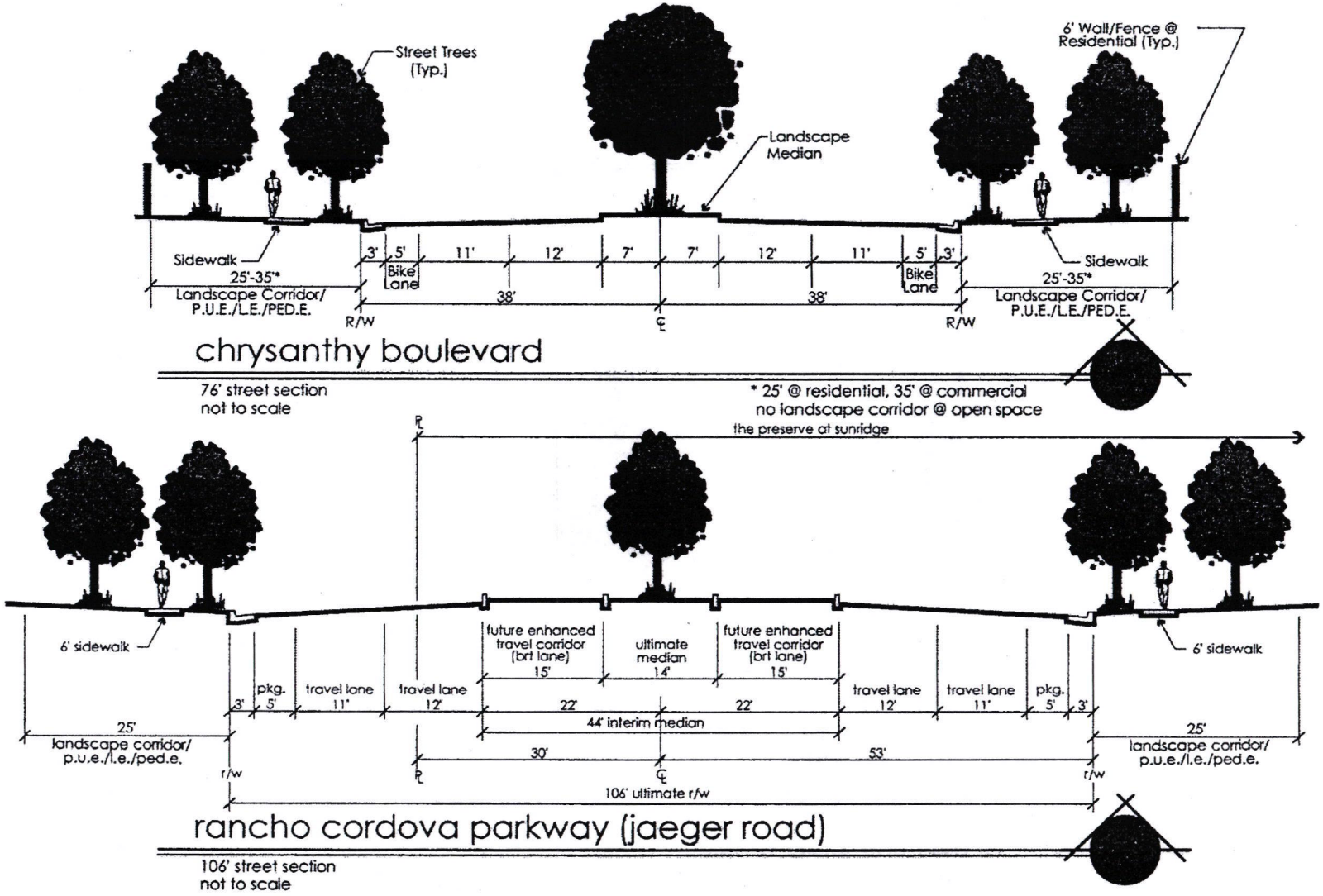


Exhibit 40 – Arterial Street Sections

Modified Arterial Street (Street 1)

Modified arterial streets within the SPA include Street 1 along the southern boundary of the Plan Area. These 4-lane facilities comprise the following components.

- 76' right-of-way
- 14' landscaped median/turn lane
- Two travel lanes (12' and 11') in each direction
- 5' striped bike lane
- 3' curb & gutter
- 10' landscape/pedestrian easement on the north side
- Parking is not permitted

Modified Primary Residential Streets

Modified primary residential streets within the SPA serve as major entries to the individual districts and as primary internal street connections in the Plan Area. These 2-lane facilities comprise the following components.

- 60' and 70' right-of-way
- 10-20' landscaped median/turn lane (depending upon the facility)
- One 12' travel lane in each direction
- 10' parking/striped bike lane
- 3' curb & gutter
- 10' landscape/pedestrian easement (includes 6' landscaped planter and 4' detached sidewalk)
- Parking is permitted

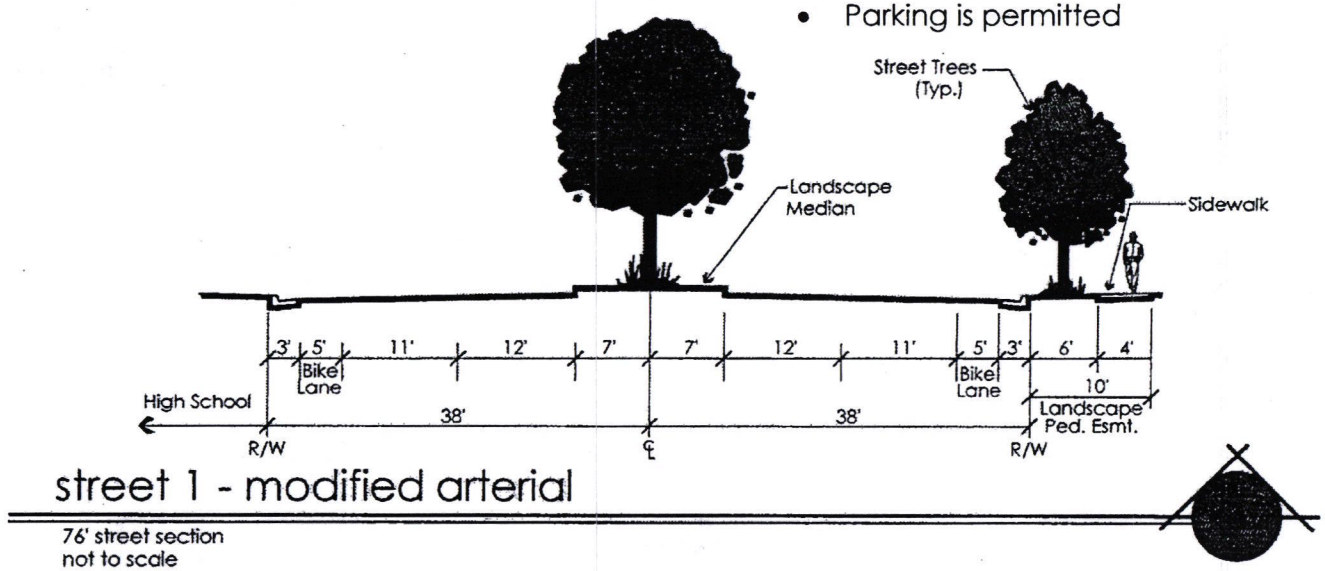


Exhibit 41 – Modified Arterial Street (Street 1)

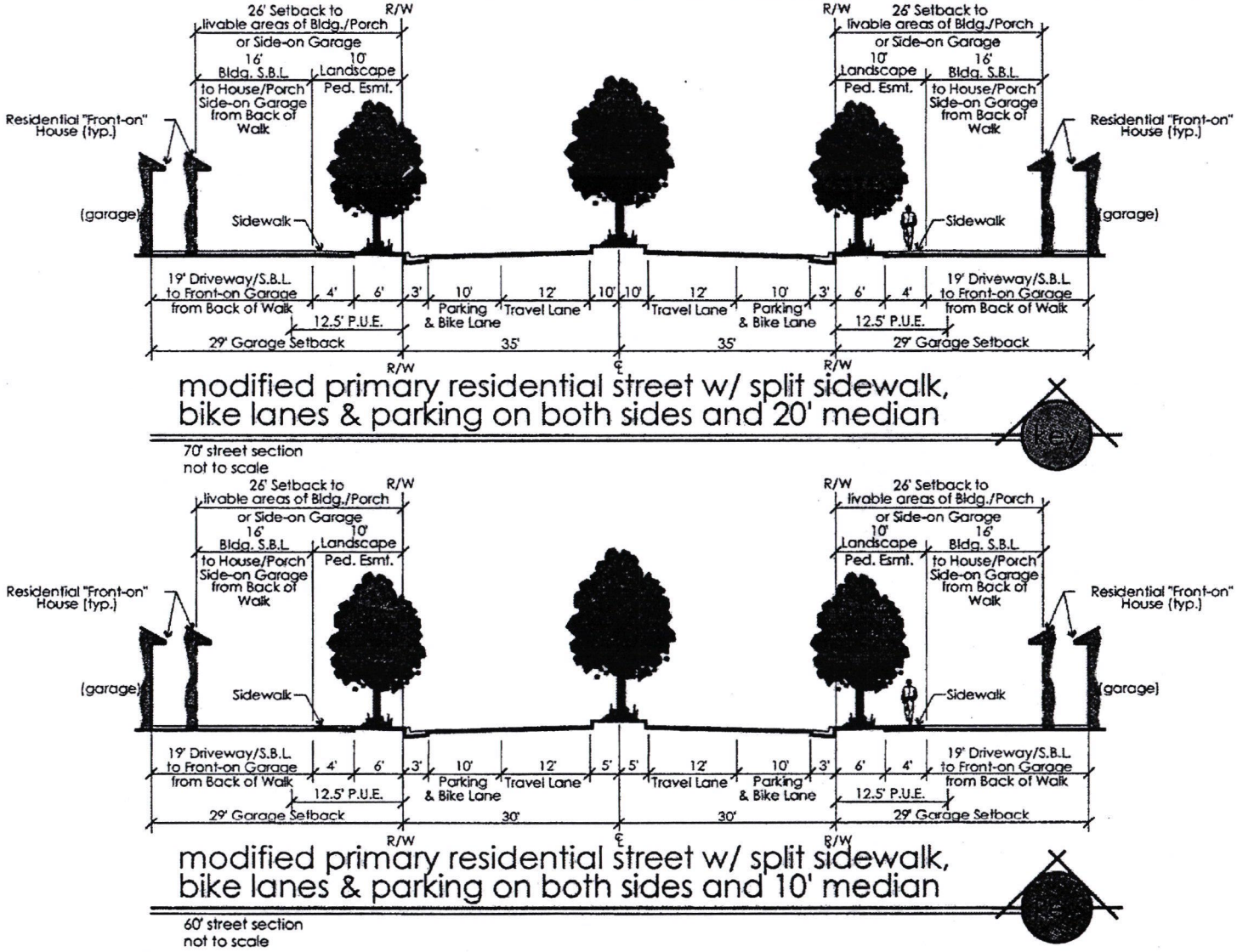


Exhibit 42 – Modified Primary Residential Street Sections

Primary Residential Streets

Primary residential streets within the SPA serve as major entries to the individual districts. There are three different types of primary residential streets within the Plan Area with the only difference between the types is that one has parking on both sides, one has parking on one side and the third has no parking. These 2-lane facilities comprise the following components.

- 36-50' right-of-way
- One 12' travel lane in each direction
- 10' parking/striped bike lane (depending upon the facility)
- 3' curb & gutter
- 10' landscape/pedestrian easement (includes 6' landscaped planter and 4' detached sidewalk)
- Parking is permitted on both sides on the 50' primary residential street.
- Parking is permitted on one side of the 43' primary residential street.
- Parking is not permitted on the 36' primary residential street and lots are encouraged to 'side-on' to this facility where parking is not permitted.

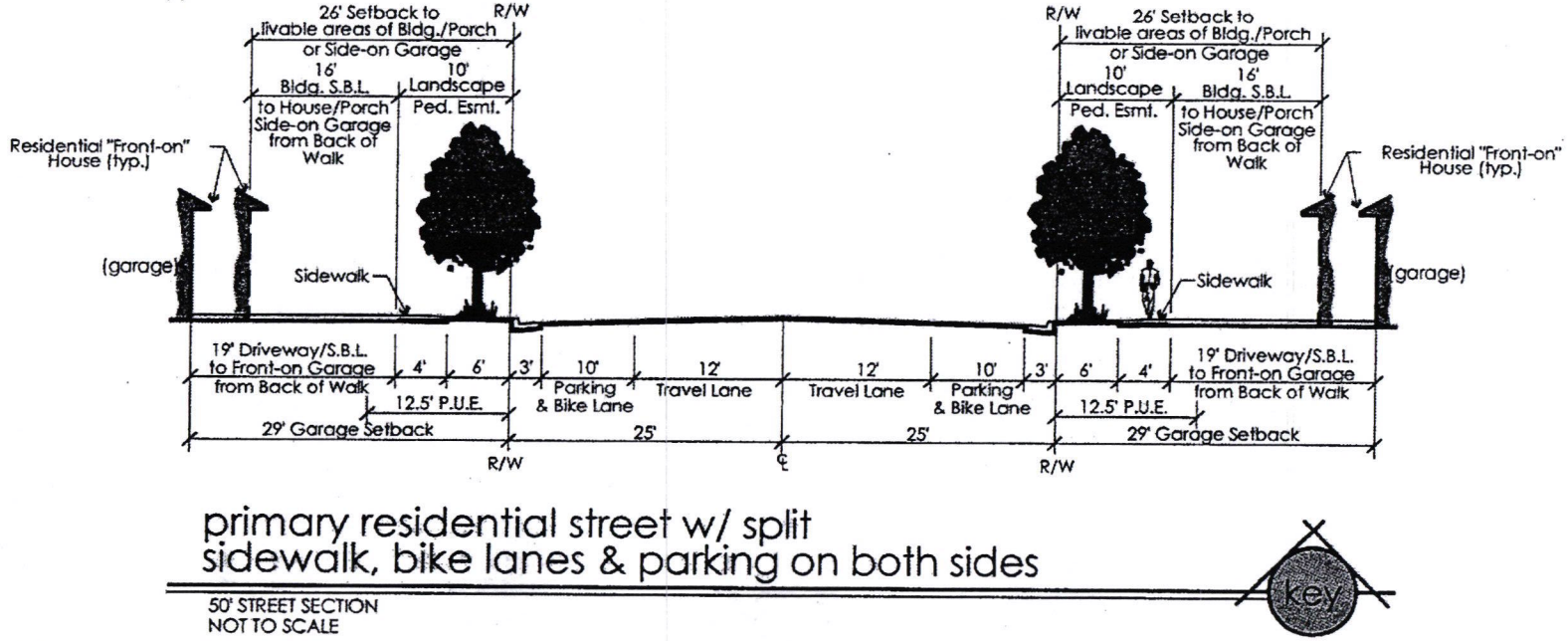


Exhibit 43 – Primary Residential Street Sections

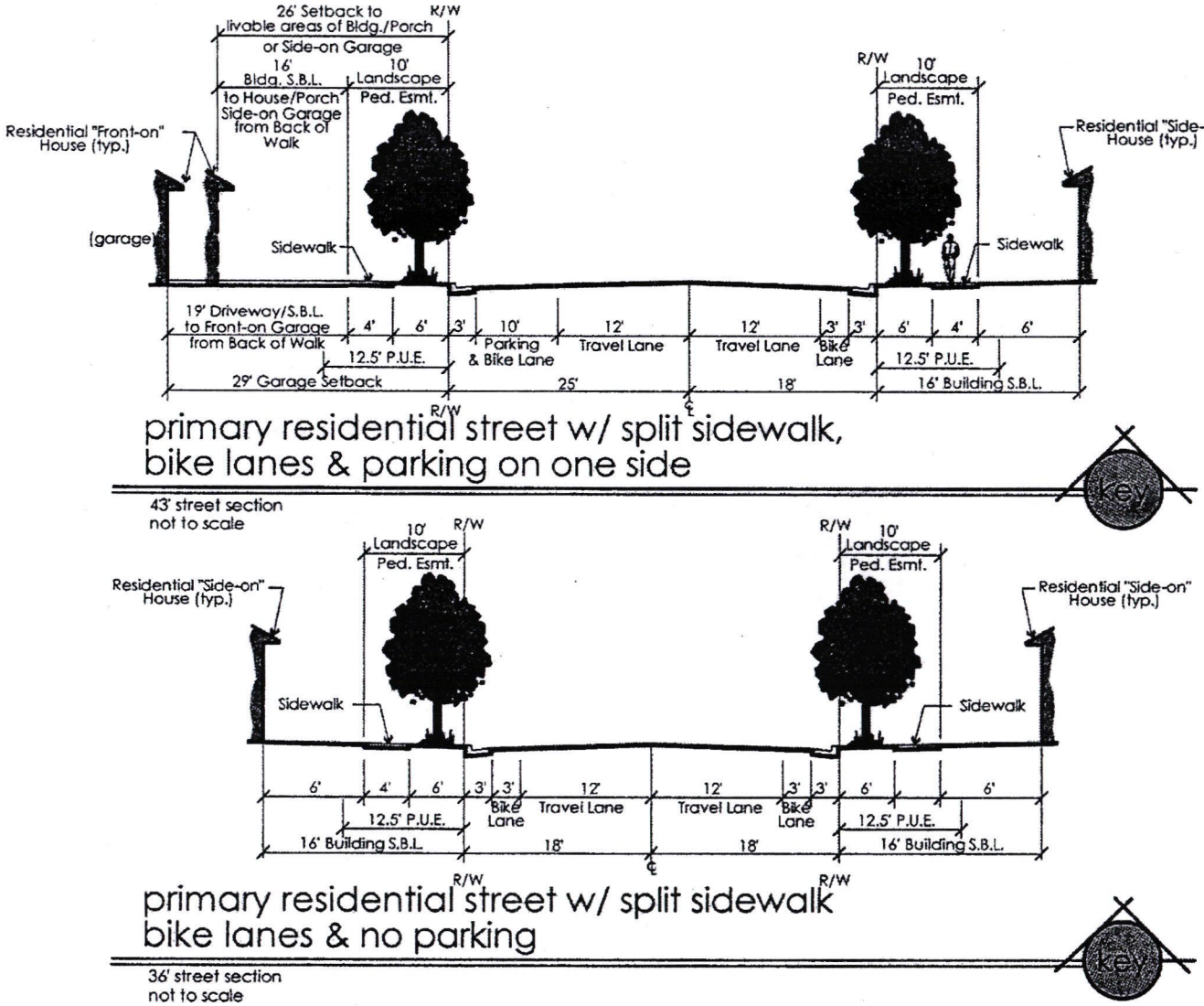


Exhibit 44 – Primary Residential Street Sections

Minor Residential Streets

Minor residential streets within the SPA serve as local connector streets within the individual districts. These streets are designed to carry low volumes of local traffic. These 2-lane facilities comprise the following components.

- 40' right-of-way
- One 10' travel lane in each direction
- 6' parking/bike lane/curb & gutter
- 4' attached sidewalk.
- Parking is permitted

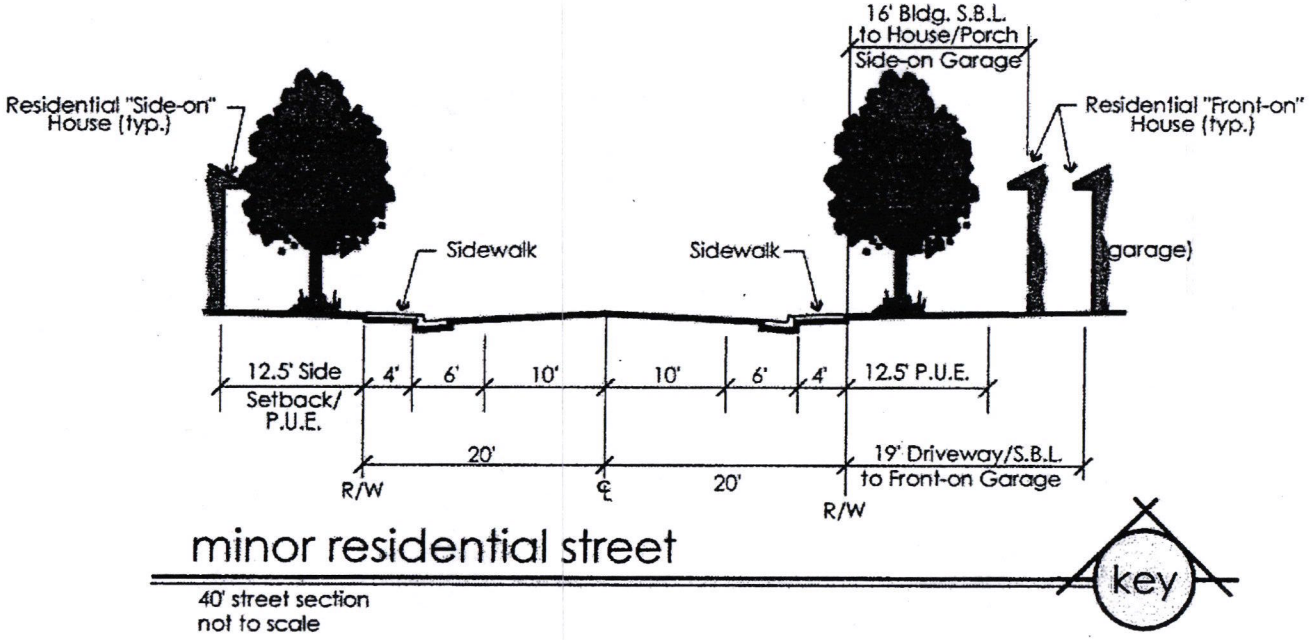


Exhibit 45 – Minor Residential Street Sections

Private Drives

Private drives within the SPA serve residential units as minor, private streets with a special purpose within the individual districts. Access is provided in a controlled fashion as it precludes direct driveway access to a fronting street by an individual lot. They provide rear garage access in an alley configuration, eliminating garages and driveways in the front yards of the small lot detached residential units and 'garage-dominated' architecture. Private drives carry only the traffic from the residences that they serve and are typically privately maintained as part of a Home Owners Association (HOA).

These 2-lane facilities comprise the following components.

- 26' to 56' right-of-way
- One 13' travel lane in each direction
- 30' landscaped median (in some areas)
- 3' curb & gutter
- No sidewalks
- Parking is not permitted

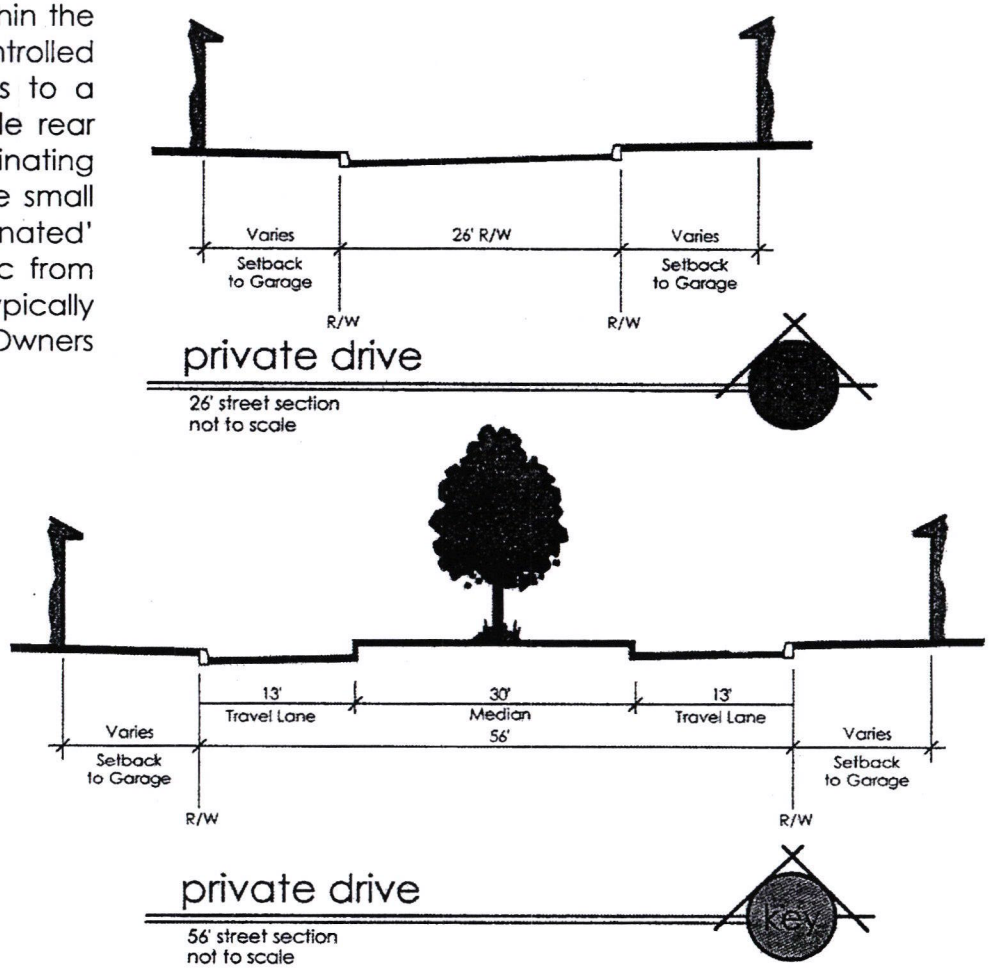


Exhibit 46 – Private Drive Sections

Alleys

Alleys within the SPA serve alley-loaded residential units as minor, private streets with a special purpose within the individual districts. They provide rear garage access thus eliminating garages and driveways from the front yards of small lot detached residential units and thereby minimizing 'garage-dominant' architecture on these units. Alleys carry only the traffic from the residences that they serve and are typically privately maintained as part of a Home Owners Association (HOA). These 2-lane facilities comprise the following components.

- 22' right-of-way
- One 11' travel lane in each direction
- 3' curb & gutter
- No sidewalks
- Parking is not permitted

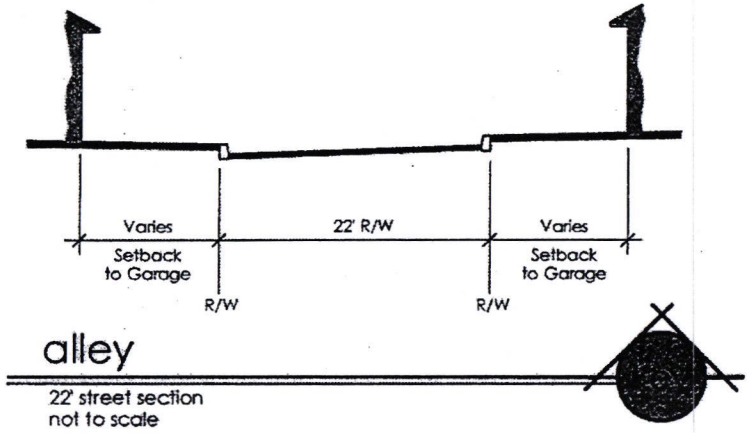


Exhibit 47 – Alley Section

Class I Trails

Class I trails are a key component to facilitating pedestrian and bicycle traffic within and throughout the Plan Area. The Class I trails will serve as both a functional transportation alternative to the conventional automobile and as a pedestrian recreation element by for the surrounding community.

Within the SPA, Class I trails are located along the expansive open space/wetland preserve as well as within the Morrison Creek Parkway. Within the wetland preserve, the trail will consist of an 8' wide asphalt or concrete trail with 2' gravel shoulders. The trail will be set back from the adjacent primary residential street 6' by a landscape planter accommodating a mixture of irrigated trees and shrubs.

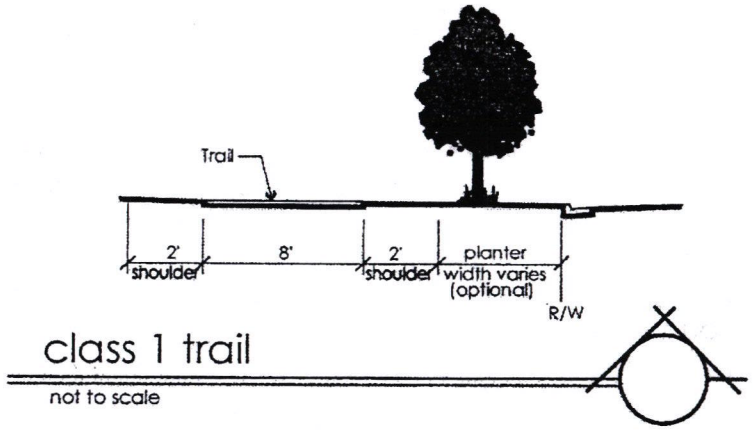


Exhibit 48 - Class I Trail Section

Moderate plantings will occur between the trail and the wetland preserve, which may be initially irrigated, however this irrigation may be abandoned once the plant materials are firmly established. The edge of the wetland preserve will be clearly delineated with, at minimum, a low post and cable fence and no landscaping is permitted to occur within the wetland preserve boundary.

Within the Morrison Creek Parkway the trail section itself will be similar, however it will occur in quite a different setting. A community-wide amenity, Morrison Creek Parkway will consist of an existing 275' wide power line easement with 100' wide parklands along the eastern boundary north of Chrysanthy Boulevard, and a Community Park and a Wetland Preserve along the eastern boundary south of Chrysanthy Boulevard. The Morrison Creek Parkway and adjacent parklands offer direct pedestrian connectivity throughout the Plan Area to other areas of the Sunrise Douglas Community Plan. Improvements to the Morrison Creek Parkway corridor include a Class I trail system and a re-created meandering Morrison Creek stream corridor that will provide drainage and run-off conveyance as well as water quality functions. The area will be well-landscaped with shrubs, groundcovers and turf however large species tree planting will be limited due to the presence of overhead power line wires. This Class I trail provides a great opportunity to connect with other Class I trails, both existing and planned, in the area and in the greater Rancho Cordova community as identified in the City's Draft Pedestrian Master Plan.

3.6 Parks and Open Space Design Program

3.6.1 Overall Park and Open Space Plan

The Preserve at Sunridge Overall Park and Open Space Plan provides many varied recreation opportunities in the siting of both active and passive parks and open spaces within the Plan Area. Thirteen (13) parks, ranging in size and an elementary school are located within the Plan Area, linked by residential streets and trails, in addition to many open space connections enhanced with pedestrian trails and landscaping.

The Overall Parks and Open Space Plan highlights the inclusion of Morrison Creek Parkway that will accommodate the sites overland drainage needs in a reconstructed Morrison Creek stream corridor. This Parkway trends generally in a northeast-southwest orientation and provides community-wide open space and a major regional pedestrian and bicycle circulation and recreation facility. The drainage component will be designed to efficiently carry flows through the site as well as be an aesthetically pleasing 'naturalized' stream corridor.

The Plan Area also includes a large Wetland Preserve that will be maintained in perpetuity for the preservation of threatened and/or endangered species. A trail around the Wetland Preserve will incorporate interpretive signage regarding the Wetland Preserve's special site characteristics, plant and animal inhabitants and on-going maintenance efforts.

The following pages illustrate the Overall Parks and Open Space Plan and the individual Conceptual Park Plans in detail.

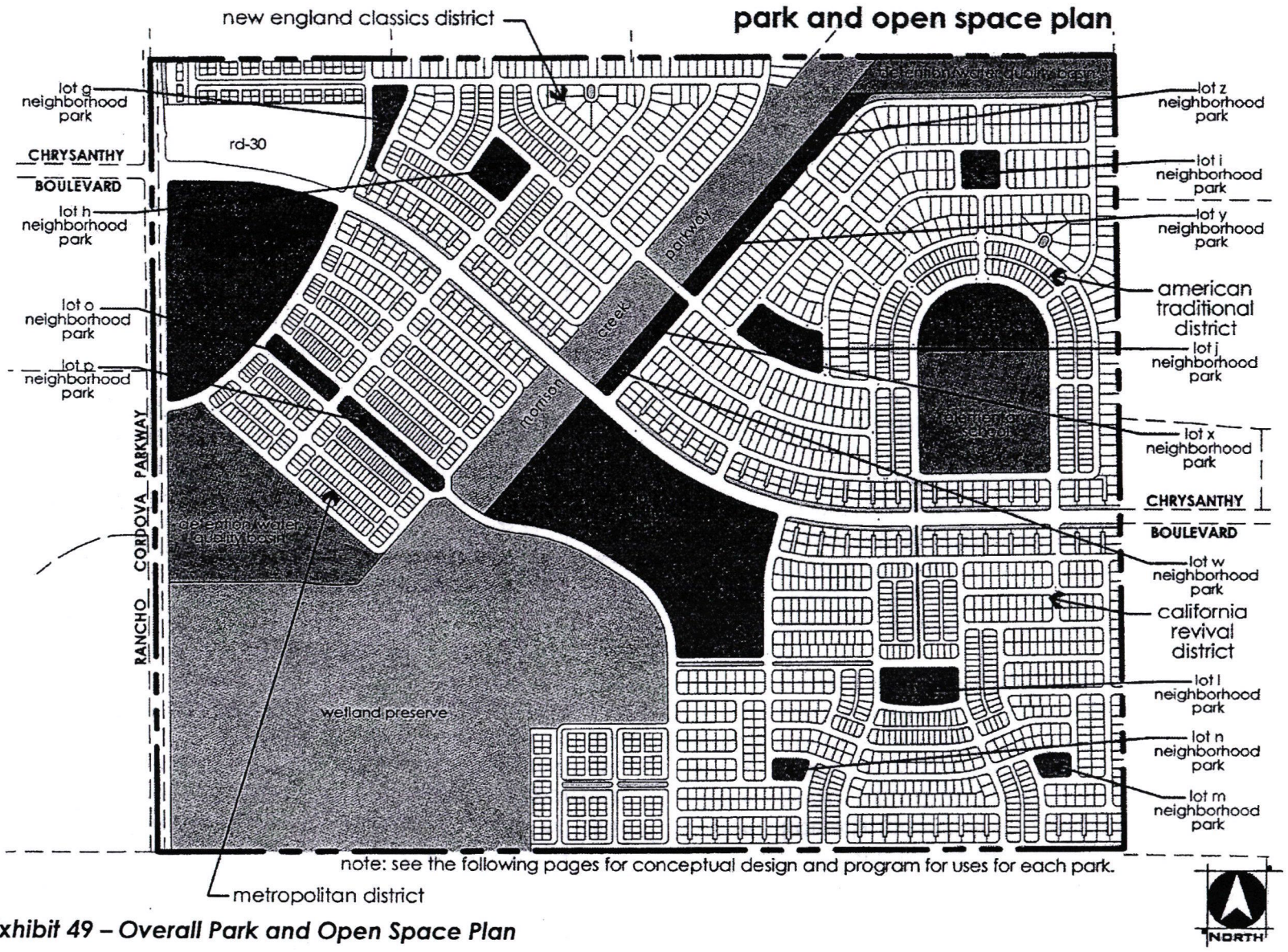


Exhibit 49 – Overall Park and Open Space Plan

3.6.2 Conceptual Park Plans / Program for Uses

The park designs and programs for uses shown in this section are conceptual in nature and are subject to further design refinements. For purposes of this handbook, the park plans/programs are separated and listed by Land Use Plan District identified previously in this Handbook and described in detail on the following pages.

Metropolitan District Parks (Village Center)

This Land Use District is home to a unique linear park (Lot 'O' and Lot 'P') that serves to orient the neighborhood and to provide for a focal meeting area and community gathering space. It serves as a 'green extension' of the Village Center and may host local and regional public and private events. The park is envisioned to have a formal design yet provide passive use recreational spaces.

The park design elements within the Metropolitan District will be consistent with the architectural character of the surrounding neighborhoods as described in the Land Use Plan Districts section of this Handbook. The Programs for Uses and Conceptual Designs are as follows.

Lot 'O' Village Center Park - Program for Uses

- Linear connection to downtown villages
- Formal plaza at village end with water fountain
- Trees with tree grates
- Raised planters with minor turf berms
- Linear turf parkway strip
- Transition to Lot P with diagonal walk connections and informal turf
- Site amenities to include benches, trash receptacles, drinking fountains

Lot 'P' Village Center Park - Program for Uses

- Linear connection to Lot O
- Rose garden
- Central node with decomposed granite and iconic statue/structure
- Diagonal walk connections with informal open turf
- Site amenities to include benches, trash receptacles, drinking fountains

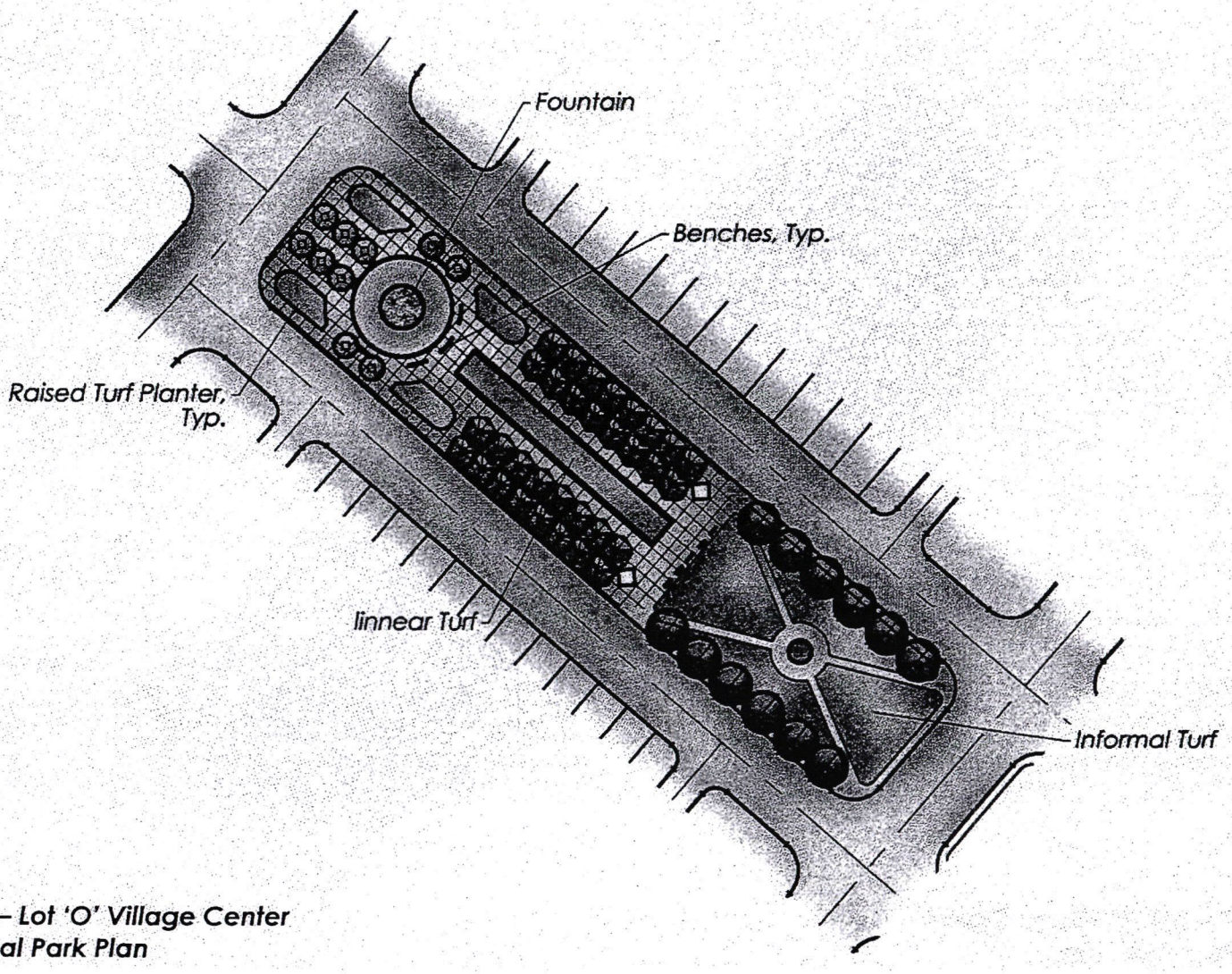


Exhibit 50 – Lot 'O' Village Center Conceptual Park Plan

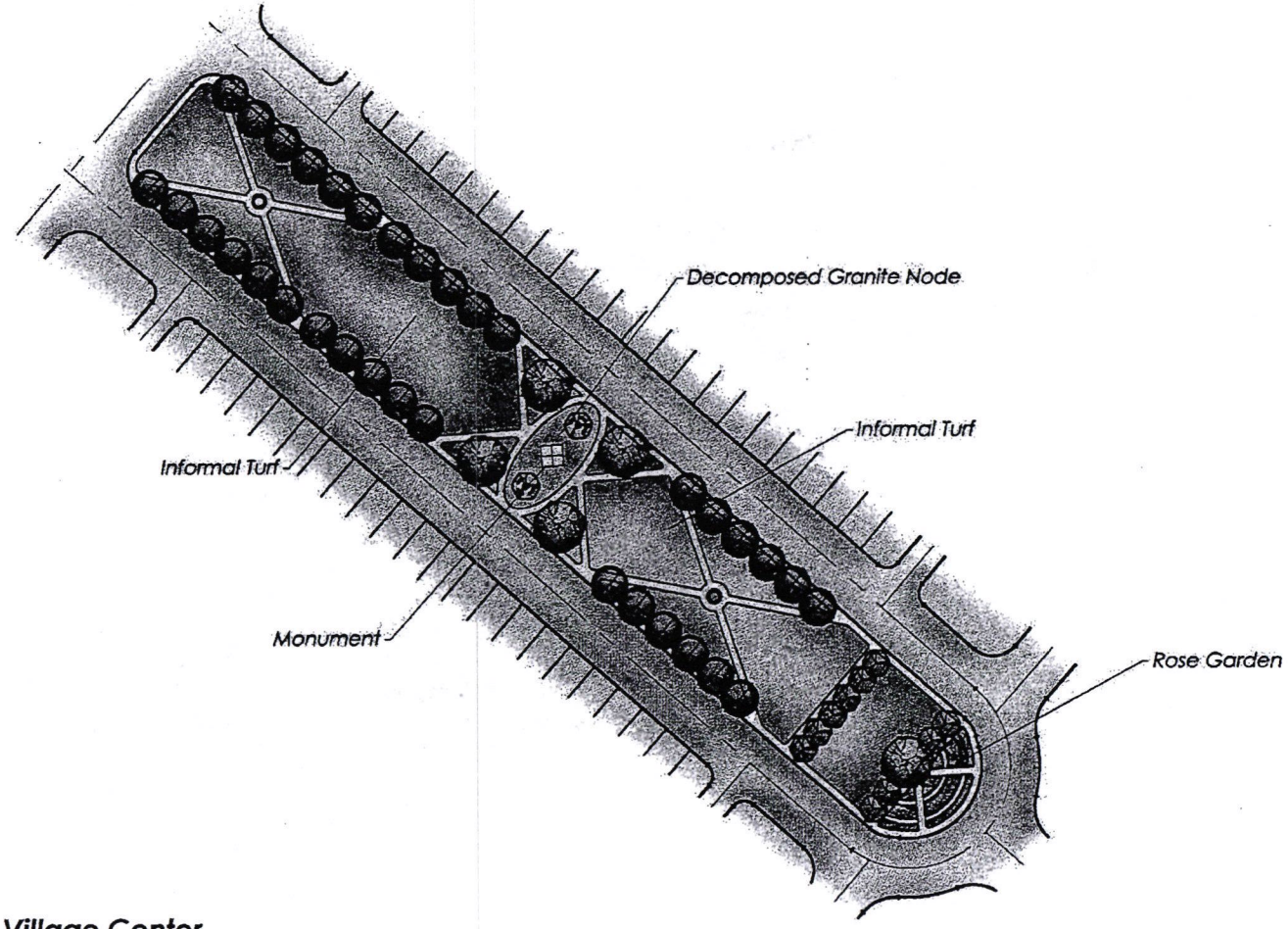


Exhibit 51 – Lot 'P' Village Center Conceptual Park Plan

New England Classics District Parks (Northwest)

This Land Use District is home to two (2) neighborhood park sites (Lot 'G' and 'H') that serve to orient the neighborhood and to provide for focal meeting area s and community gathering spaces. The parks are envisioned to have an informal design and provide passive and active use recreational spaces.

The park design elements within the New England Classics District will be consistent with the architectural character of the surrounding neighborhoods as described in the Land Use Plan Districts section of this Handbook. The Programs for Uses and Conceptual designs are as follows.

Lot 'G' Park –Program for Uses

- Covered shade structure
- Duel tot lot (ages 2-5 and 5-12)
- Informal open turf
- Open picnic nodes
- Site amenities to include trash receptacles and drinking fountains

Lot 'H' Park – Program for Uses

- Elevated covered shade structure with stair and walk access
- Concrete walk connection to a two-tier tot lot
- Half court basketball
- Open turf for informal play
- Site amenities to include picnic tables, trash receptacles, drinking fountains

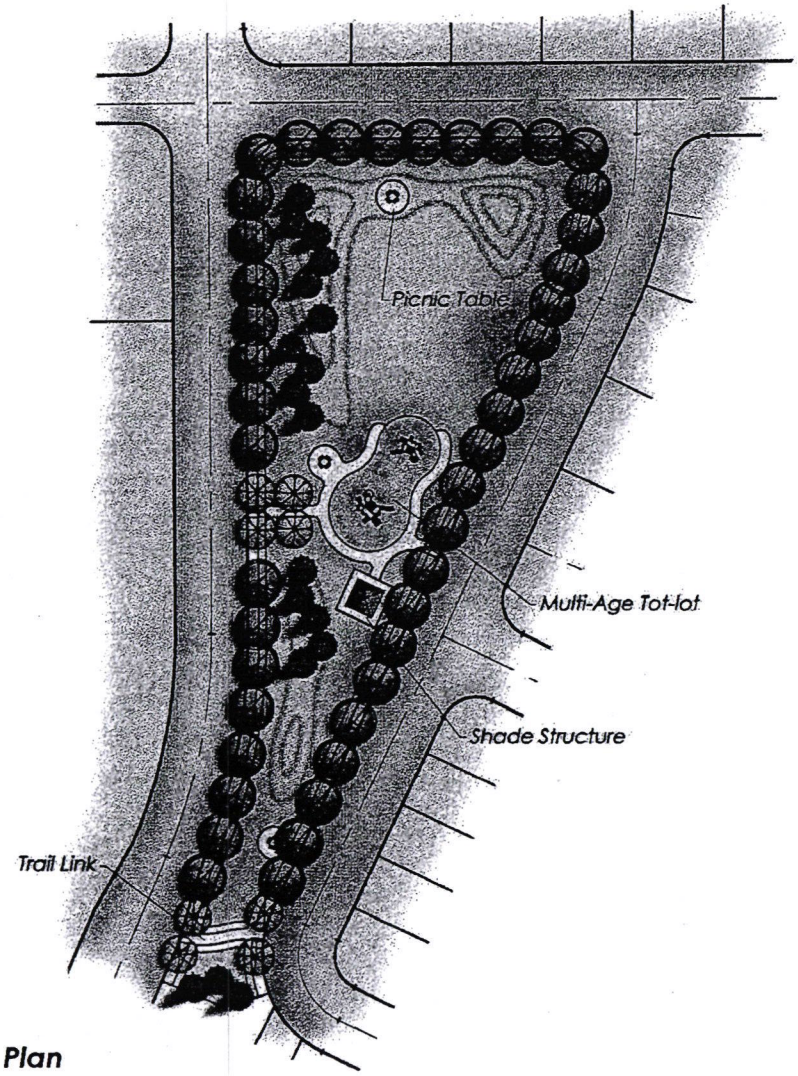


Exhibit 52 – Lot 'G' Conceptual Park Plan

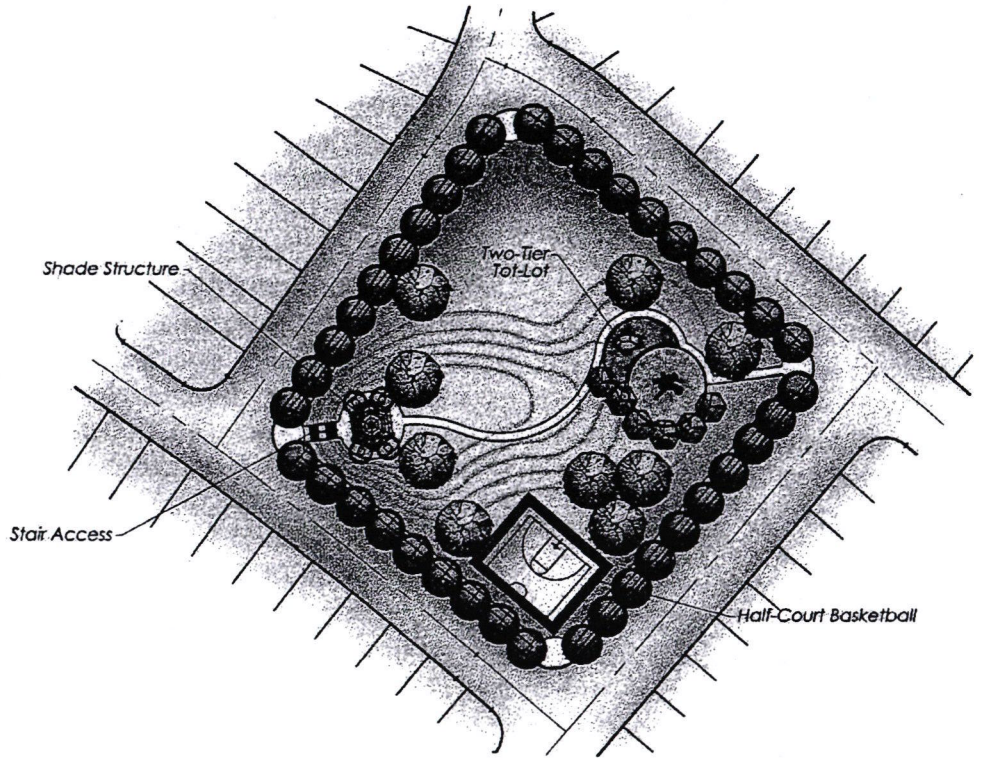


Exhibit 53 – Lot 'H' Conceptual Park Plan

American Traditional District Parks (Northeast)

This Land Use District is home to seven (7) neighborhood park sites (Lot 'I', Lot 'J' and Lot 'K', and Morrison Creek Parkway Lots 'W', 'X', 'Y' and 'Z') that serve to orient the neighborhood and to provide focal meeting areas and community gathering spaces. The parks are envisioned to have an informal design and provide passive and active use recreational spaces. The largest park, Lot K, is co-located adjacent the elementary school and is planned for active recreation uses associated with the elementary school site.

The Morrison Creek Parkway Parks (Lots 'W', 'X', 'Y' and 'Z') are envisioned to provide passive parklands adjacent to the Morrison Creek Parkway vast linear open space corridor. The Morrison Creek Parkway corridor provides Community-wide Open Space and well as local and regional connectivity for pedestrians and bicyclists in the Plan Area as well as from the larger Rancho Cordova community.

The park design elements within the American Traditional District will be consistent with the architectural character of the surrounding neighborhoods as described in the Land Use Plan Districts section of this Handbook. The Programs for Uses and Conceptual Designs are as follows.

Lot 'I' Park - Program for Uses

- 4 quadrants of informal turf
- Picnic areas to promote neighborhood interaction
- Central tot-lot with boulder/play structure
- Site amenities to include picnic tables, trash receptacles, drinking fountains

Lot 'J Park – Program for Uses

- Covered shade structure with visual connection to the community park
- Tot lot
- Half basketball court with a trellis covered picnic area and planter buffers
- 'Urban plaza' skate park with covered shade structure
- Turf berms for use separation and visual interest
- Site amenities to include picnic tables, trash receptacles, drinking fountains

Lot 'K' School Park – Program for Uses

- Joint use with elementary school
- Soccer field
- Baseball/softball field with backstop
- Tennis courts
- Sand volleyball
- Covered shade structure
- Tot lot
- Walk connections to elementary school
- Site amenities to include picnic tables, trash receptacles, drinking fountains

Lot 'W', 'X', 'Y' and 'Z' Morrison Creek Parkway Parks – Program for Uses

- Community-wide trail connections
- Neighborhood transition points with informal turf berms and tree plantings
- Education interpretive kiosks
- Duel tot lot (ages 2-5 and 5-12)
- Covered shade structure
- Informal, open picnic nodes
- Open turf for informal play
- Site amenities to include picnic tables, trash receptacles, drinking fountains

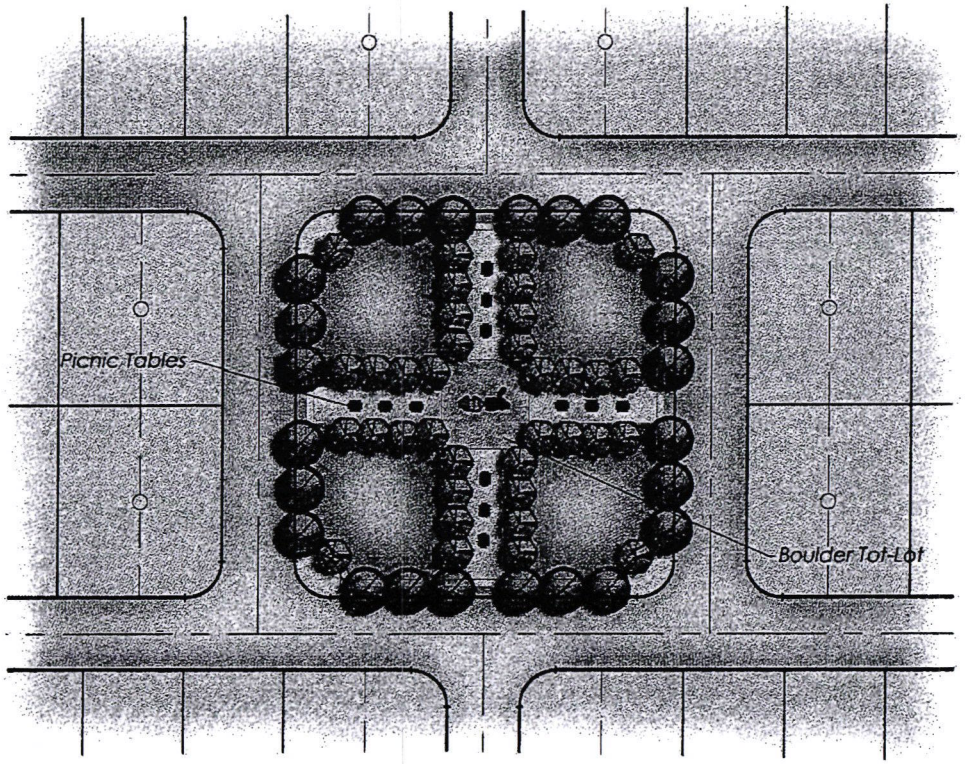


Exhibit 54 – Lot 'I' Conceptual Park Plan

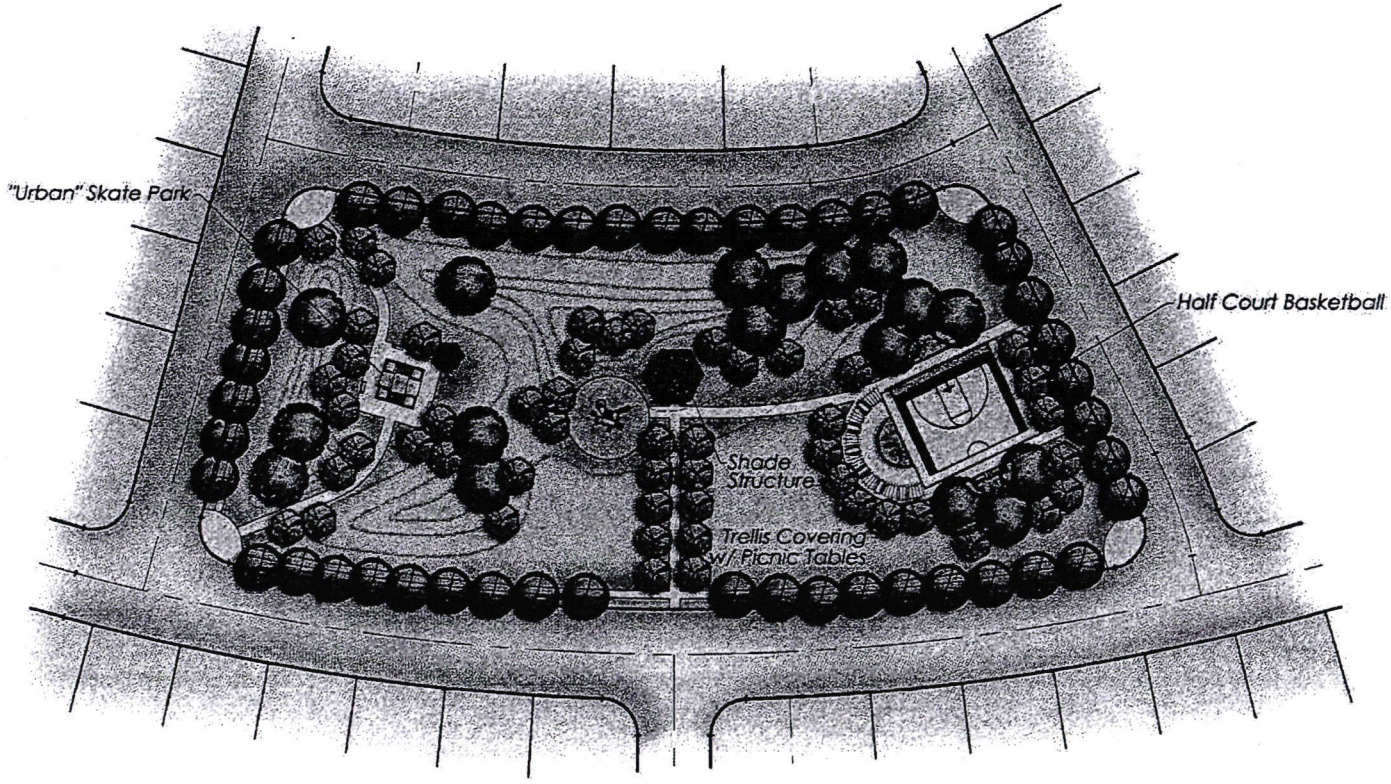


Exhibit 55 – Lot 'J' Conceptual Park Plan

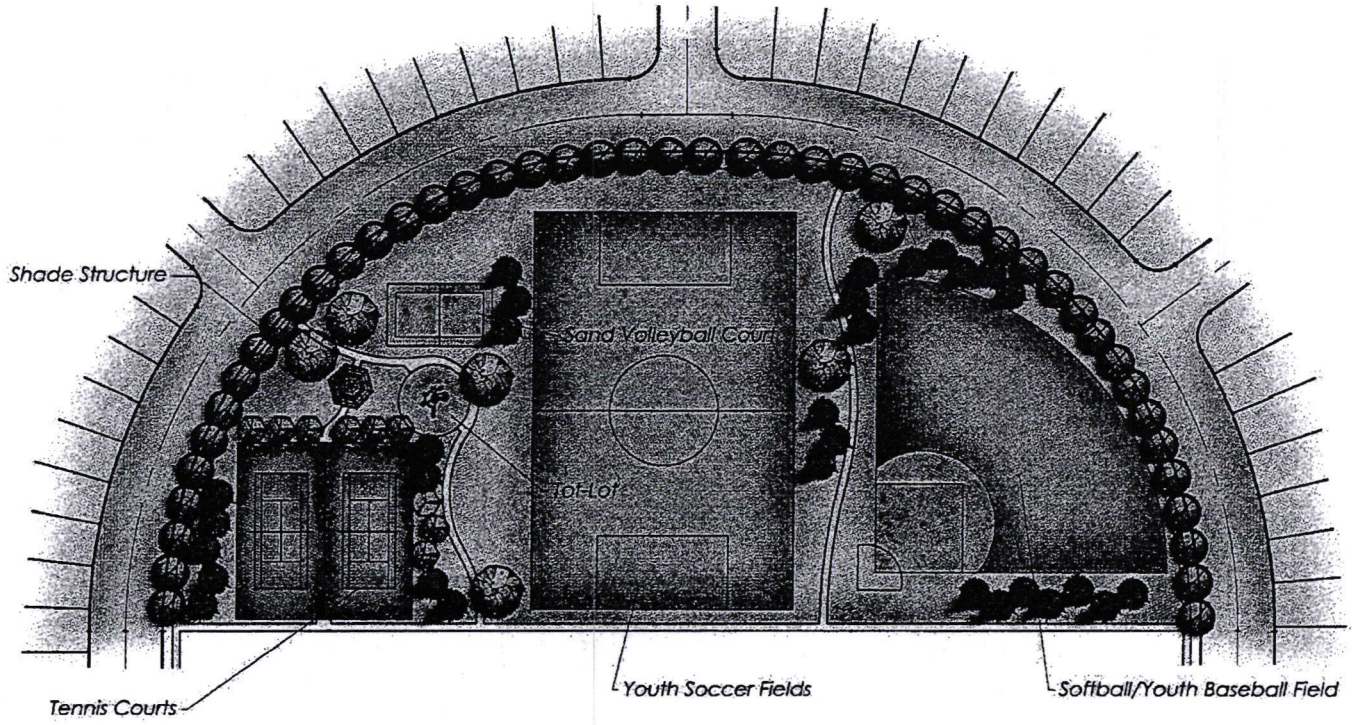


Exhibit 56 – Lot 'K' Conceptual School Park Plan

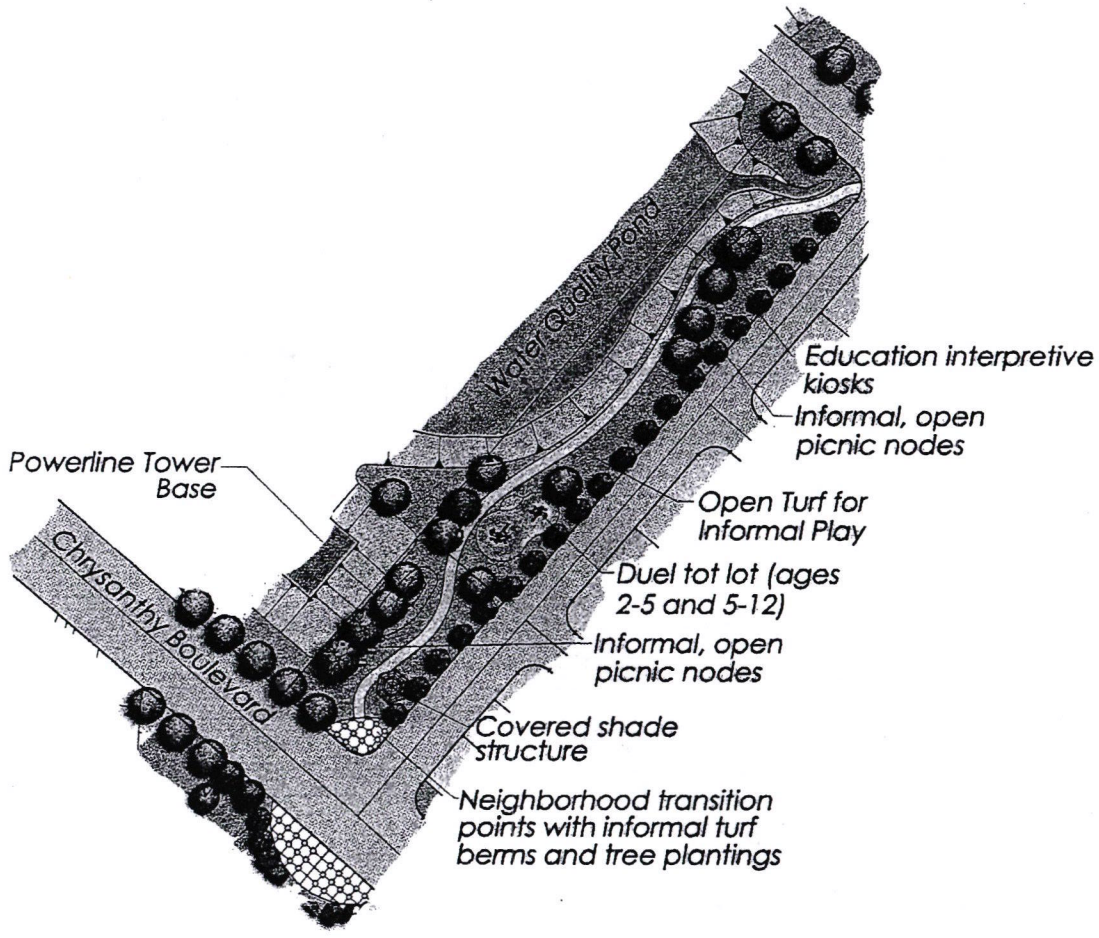


Exhibit 57 – Lot 'W' and 'X' Morrison Creek Parkway Park Conceptual Park Plan

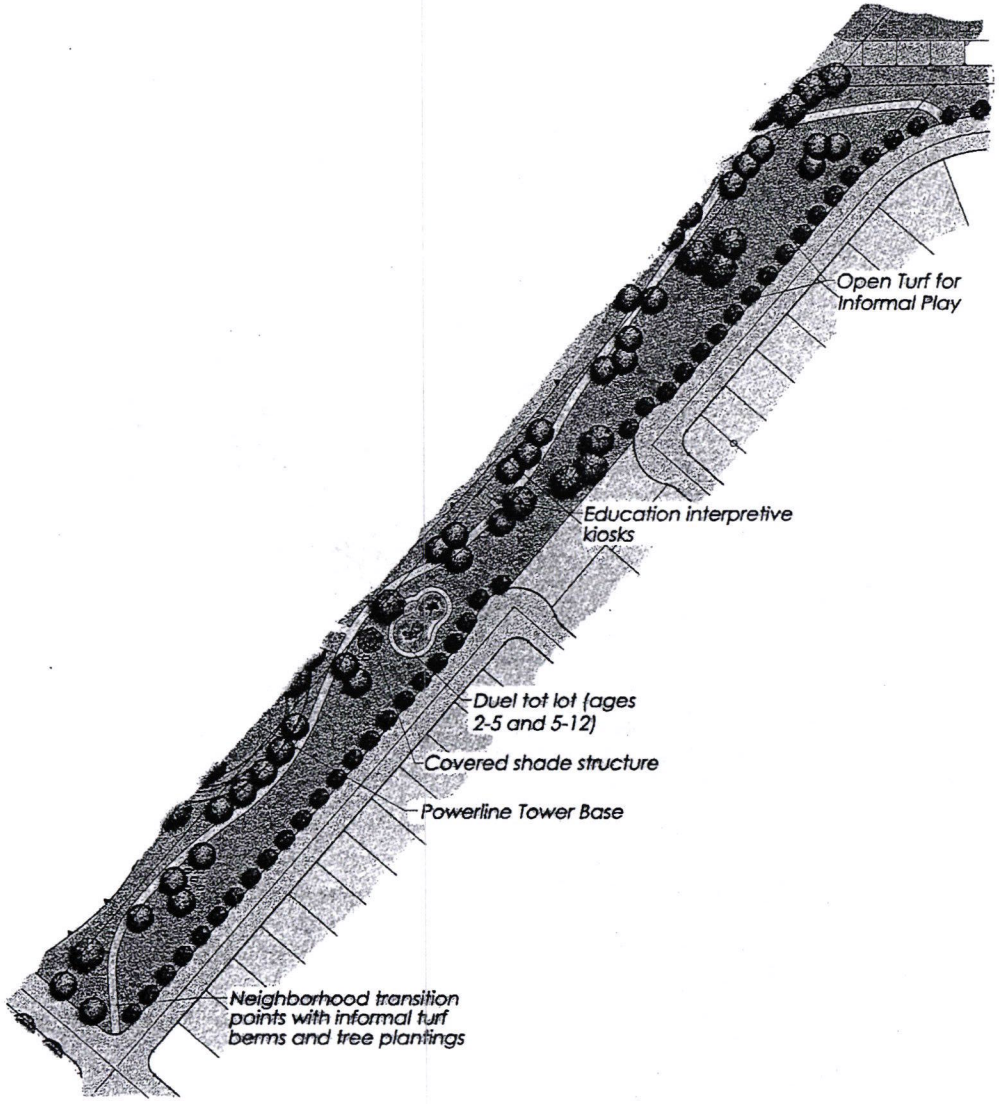


Exhibit 58 – Lot 'Y' and 'Z' Morrison Creek Parkway Park Conceptual Park Plan

California Revival District Parks (Southeast)

This Land Use District is home to three neighborhood park sites (Lot 'L', Lot 'M' and Lot 'N') that serve to orient the neighborhood and to provide focal meeting areas and community gathering spaces. The parks are envisioned to have an informal design and provide passive and active use recreational spaces.

Lot 'L' will take on a much different look and feel than the other neighborhood parks. It will feature large paved areas, shade trees in tree wells with metal grates and a large interactive water feature.

Additionally, one large community park is planned within this district (Lot 'F') that will provide large expanses of open areas and may possibly include a large pond water feature, amphitheatre and community picnic area with off-street parking.

The park design elements within the California Revival District will be consistent with the architectural character of the surrounding neighborhoods as described in the Land Use Plan Districts section of this Handbook. The Programs for Uses and Conceptual Designs are as follows.

Lot 'L' Plaza Park – Program for Uses

- Formal 'plaza' park
- Interactive water feature with center water 'structure'
- Seatwall steps
- Lighted decorative columns
- Concrete plaza with trees and tree grates
- Planter islands
- Turf pockets
- Site amenities to include trash receptacles and drinking fountains

Lot 'M' Park – Program for Uses

- Tot-lot
- Horseshoe courts
- Picnic trellis with enhanced paving and raised planter
- Informal turf
- Site amenities to include picnic tables, trash receptacles, drinking fountains

Lot 'N' Park – Program for Uses

- Circular picnic area with trellis
- Sand volleyball
- Informal turf
- Site amenities to include picnic tables, trash receptacles, drinking fountains

Lot 'F' Community Park – Program for Uses

- Large shade structure for group events
- Parking lot with tree 'plaza' for visual enhancement and shade
- Strong visual connection to Lot J
- Large pond with three spray features
- Formal walk around pond with concrete balustrades to define the edge
- Shade structure overlook at pond edge
- Amphitheatre with stage and concrete step/seatwalls, picnic tables and lighted columns as backdrop
- Fenced dog park with berms
- Large tot lot/play area for all ages with small parking lot and tree 'plaza'
- Four covered shade structures at tot lot area.
- Restroom facility
- Secondary tot lot area with single shade structure
- Turf berms throughout for screening/visual interest
- Site amenities to include trash receptacles, benches, restroom, picnic tables, bike racks and drinking fountains

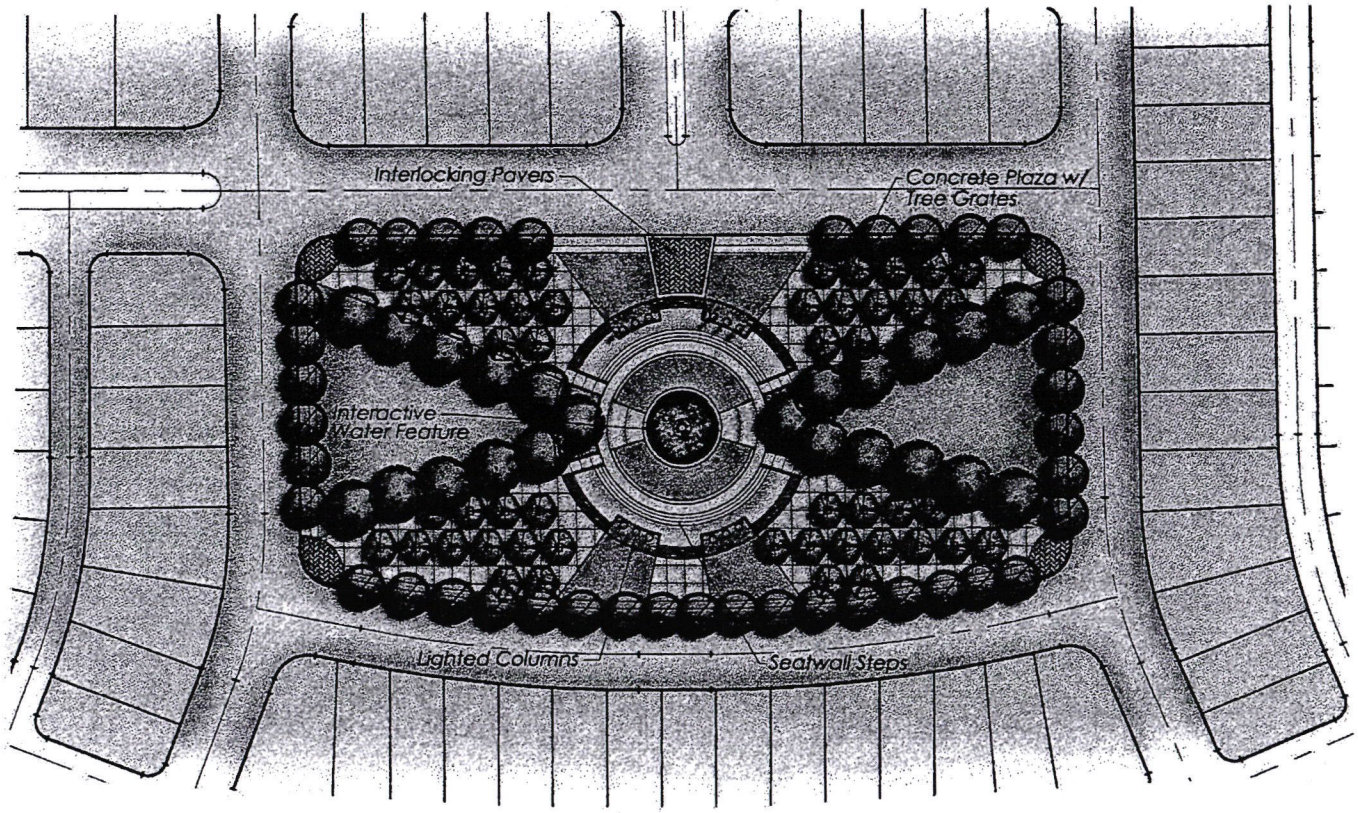


Exhibit 59 – Lot 'L' Conceptual Plaza Park Plan

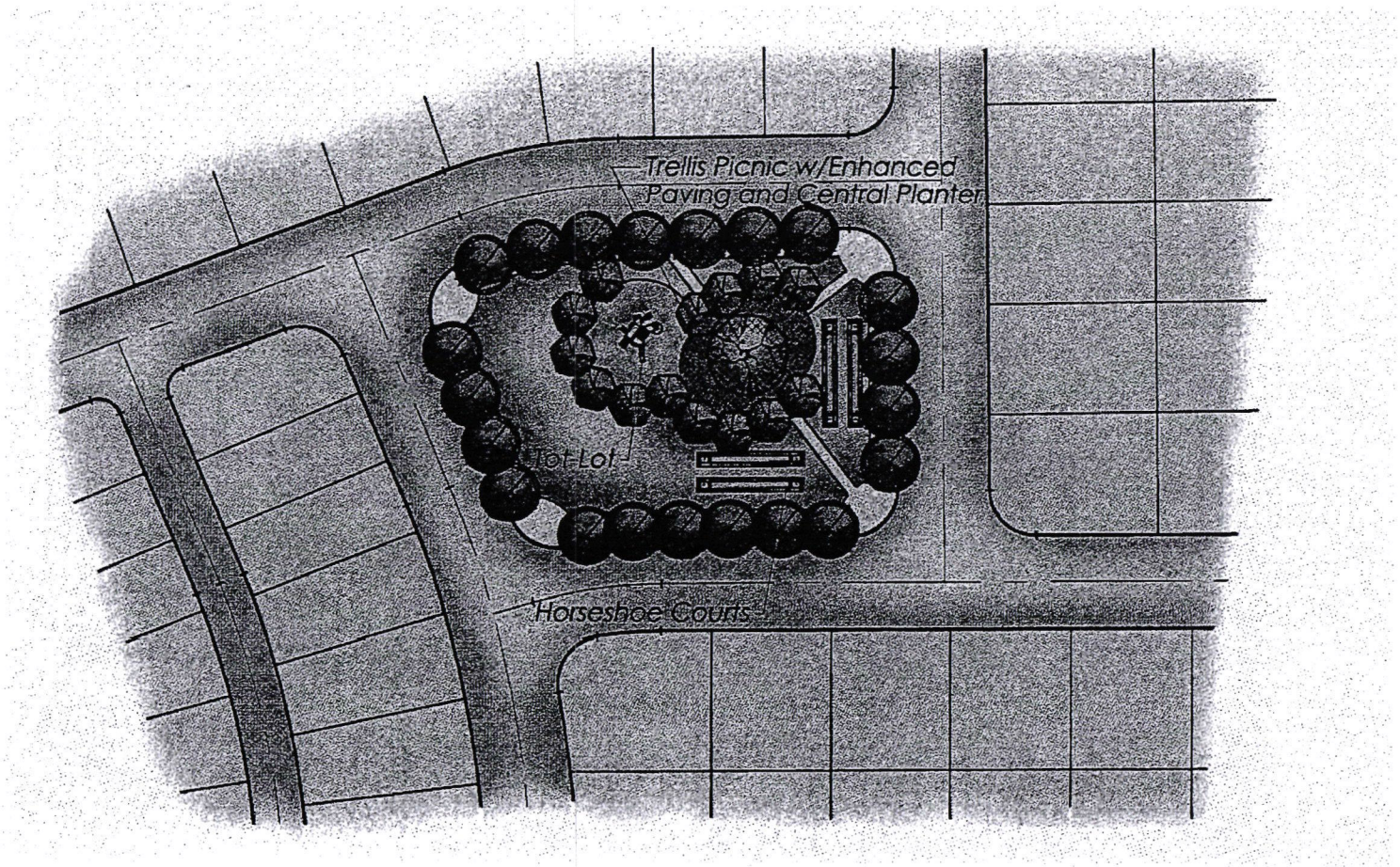


Exhibit 60 – Lot 'M' Conceptual Park Plan

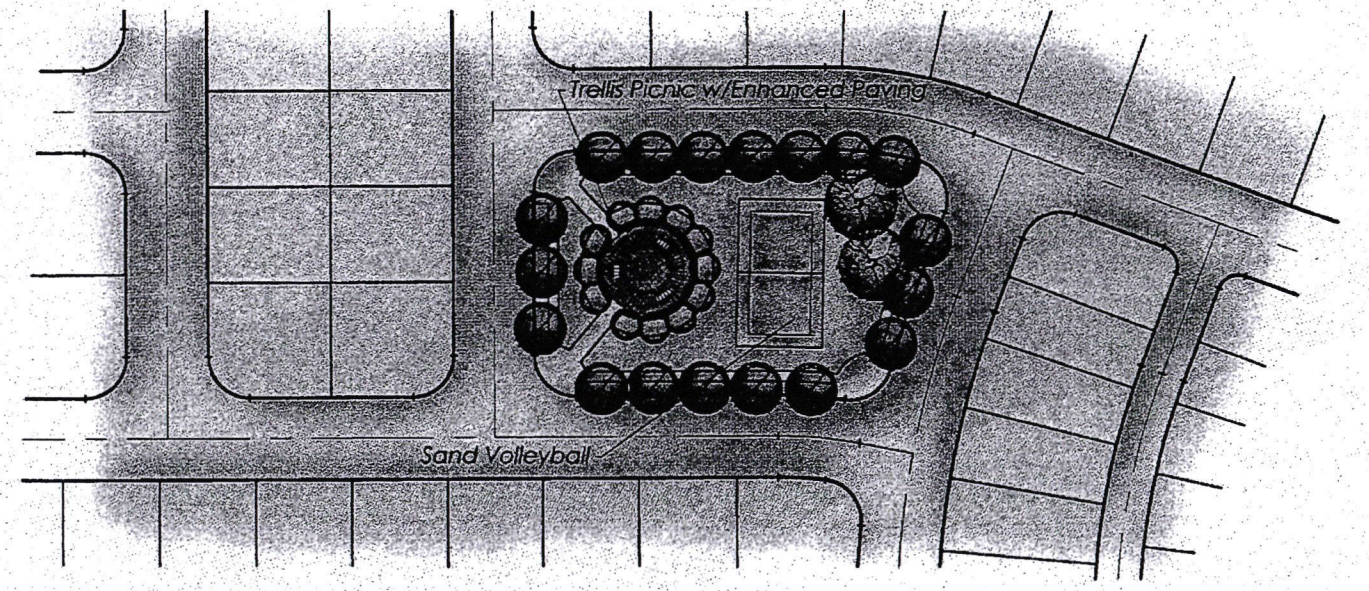


Exhibit 61 – Lot 'N' Conceptual Park Plan

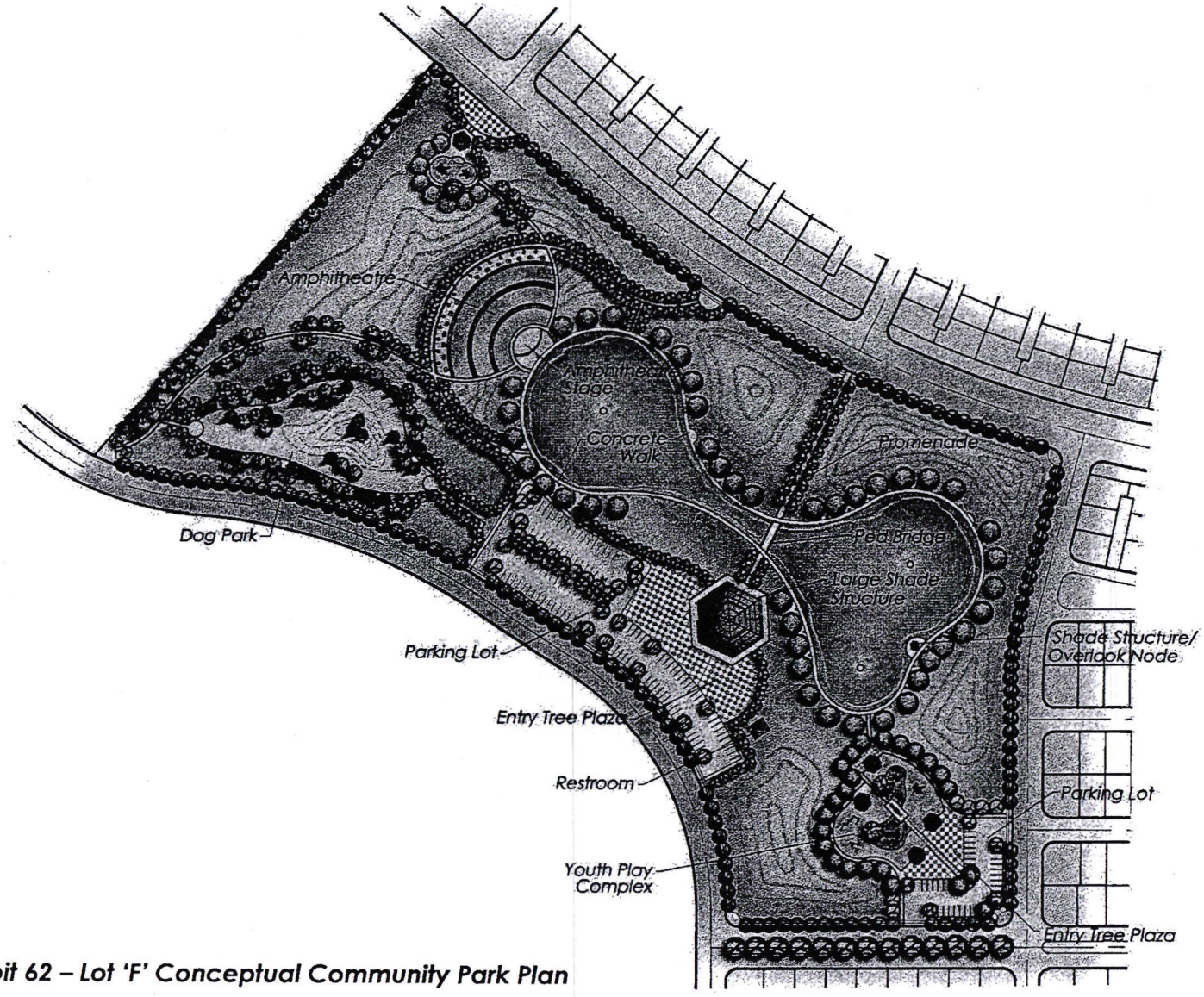


Exhibit 62 – Lot 'F' Conceptual Community Park Plan

3.6.3 Morrison Creek Parkway

Within the SPA, the Morrison Creek Parkway consists of an existing 275' wide power line easement that provides Community-wide Open Space and offers direct pedestrian connectivity throughout the Plan Area to other areas of the Sunrise Douglas Community Plan. Improvements to Morrison Creek Parkway include a Class I trail system and a reconstructed meandering Morrison Creek stream corridor that will provide drainage and run-off conveyance as well as water quality functions. The Class I pedestrian/bicycle trail will consist of an 8' wide asphalt or concrete trail with 2' gravel shoulders and will provide regional connectivity through the Plan Area.

Morrison Creek Parkway will be designed to provide many pedestrian connections and adjacent parcels will be designed to encourage many 'eyes to the open space' thereby increasing both the perception of safety and the perception of ownership of the space. The Parkway, with it's adjacent Morrison Creek Parks, will be well-landscaped with shrubs, groundcovers and turf however large species tree planting will be limited due to the presence of overhead power line wires. The overall planting scheme will be that of a natural or organic feel versus a formal planting regime.

The banks of the reconstructed Morrison Creek stream corridor itself will consist of gradual and naturalized slopes and may have an irregular edge and slope banks to create a more informal and natural appearance. This special treatment of the edge of the re-created stream corridor will result in avoiding the look of an engineered drainage channel and will perpetuate the look of a naturalized stream corridor, which will greatly emphasize the aesthetics of this greenway asset.

Recreational amenities will be provided in Morrison Creek Parkway and may include active uses such as a par course as well as passive uses such as bird watching, picnic area, passive sports area with open turf and educational interpretive overlooks. The Class I trail provides a great opportunity to connect with other Class I trails, both existing and planned, in the area and in the greater Rancho Cordova community as identified in the City's Draft Pedestrian Master Plan.

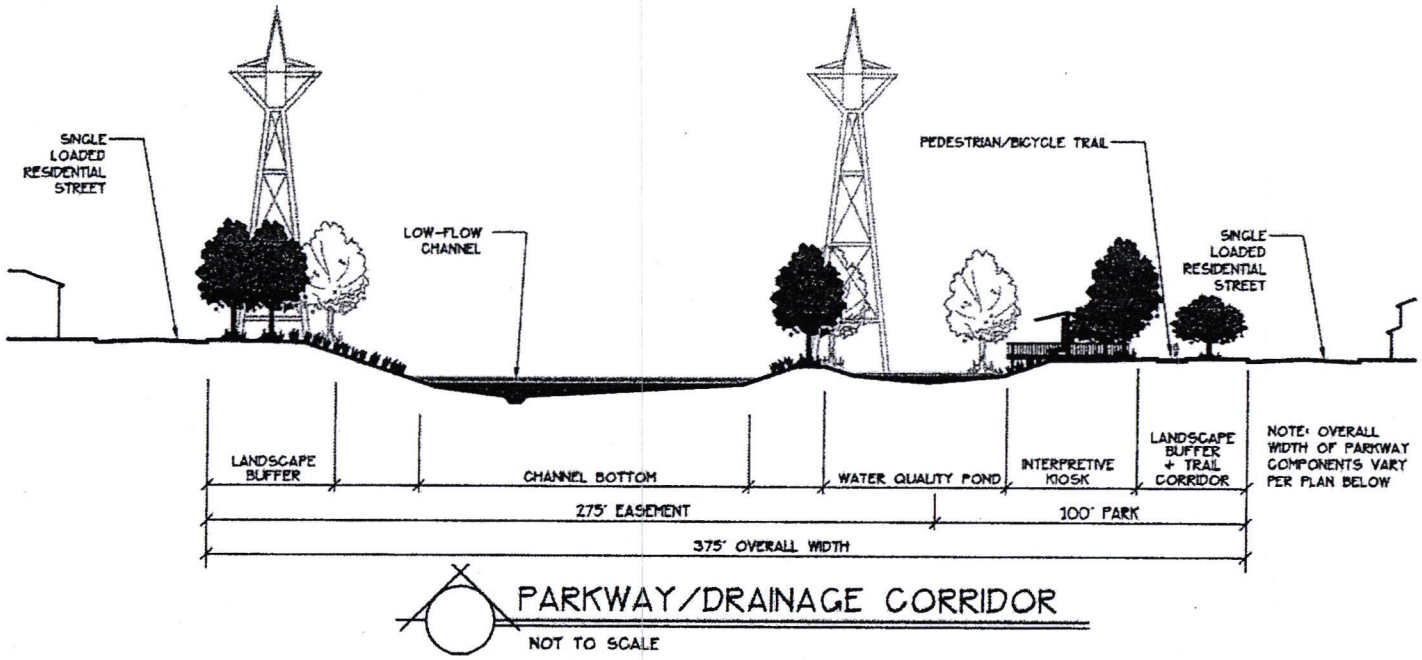


Exhibit 63 – Morrison Creek Parkway Section

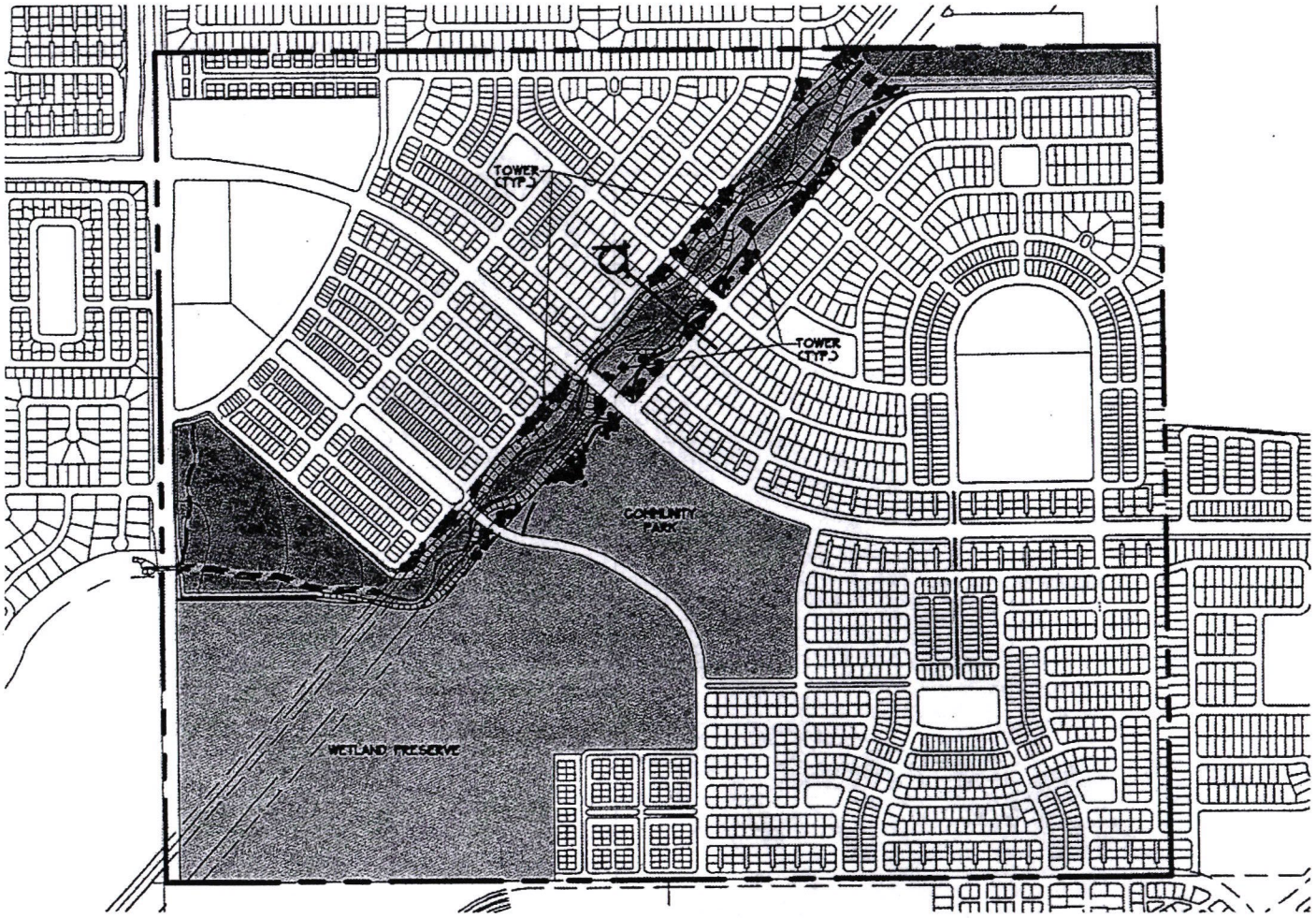


Exhibit 64 –Overall Morrison Creek Parkway Plan

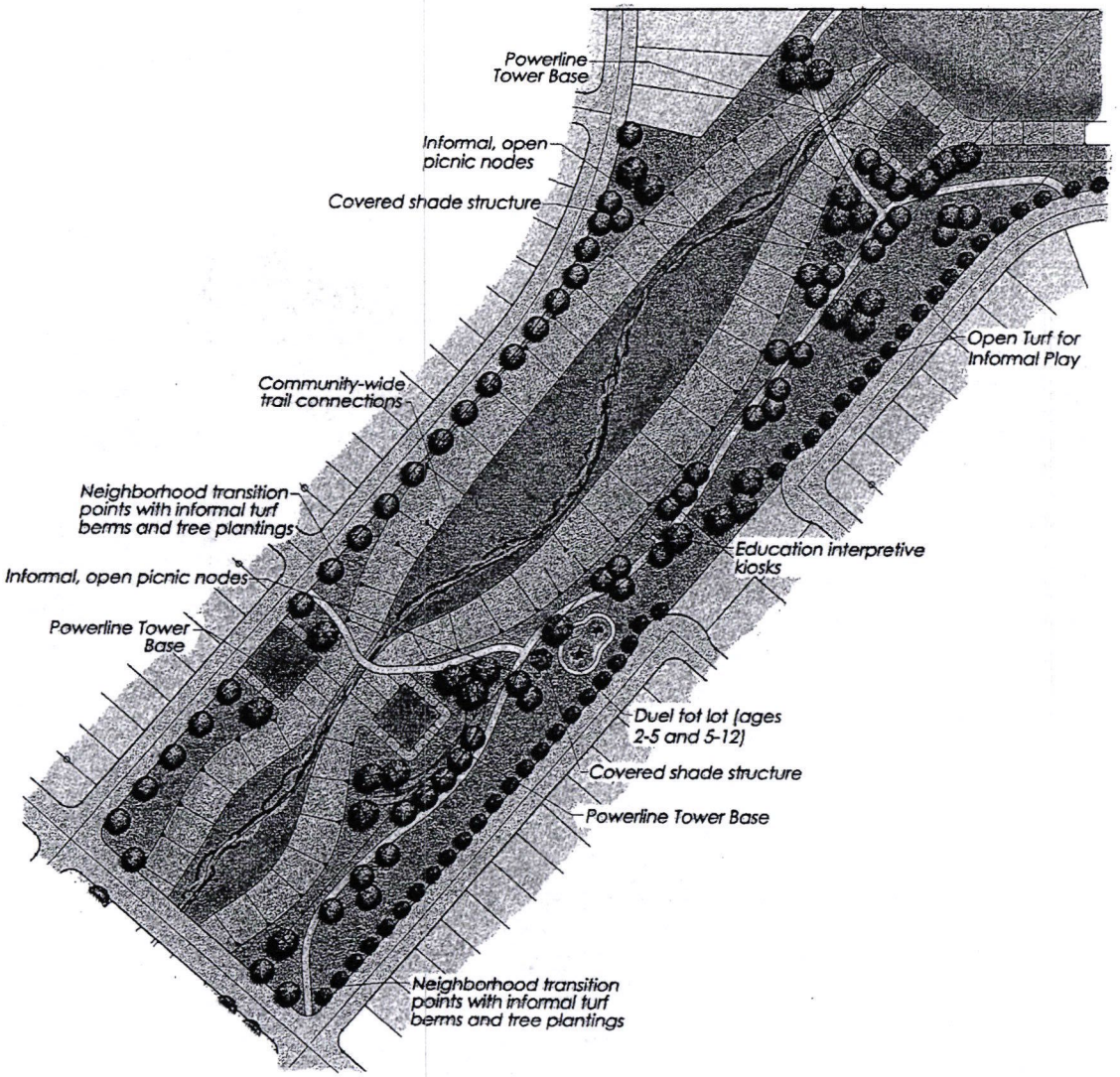


Exhibit 65 –Morrison Creek Parkway (North) Conceptual Plan

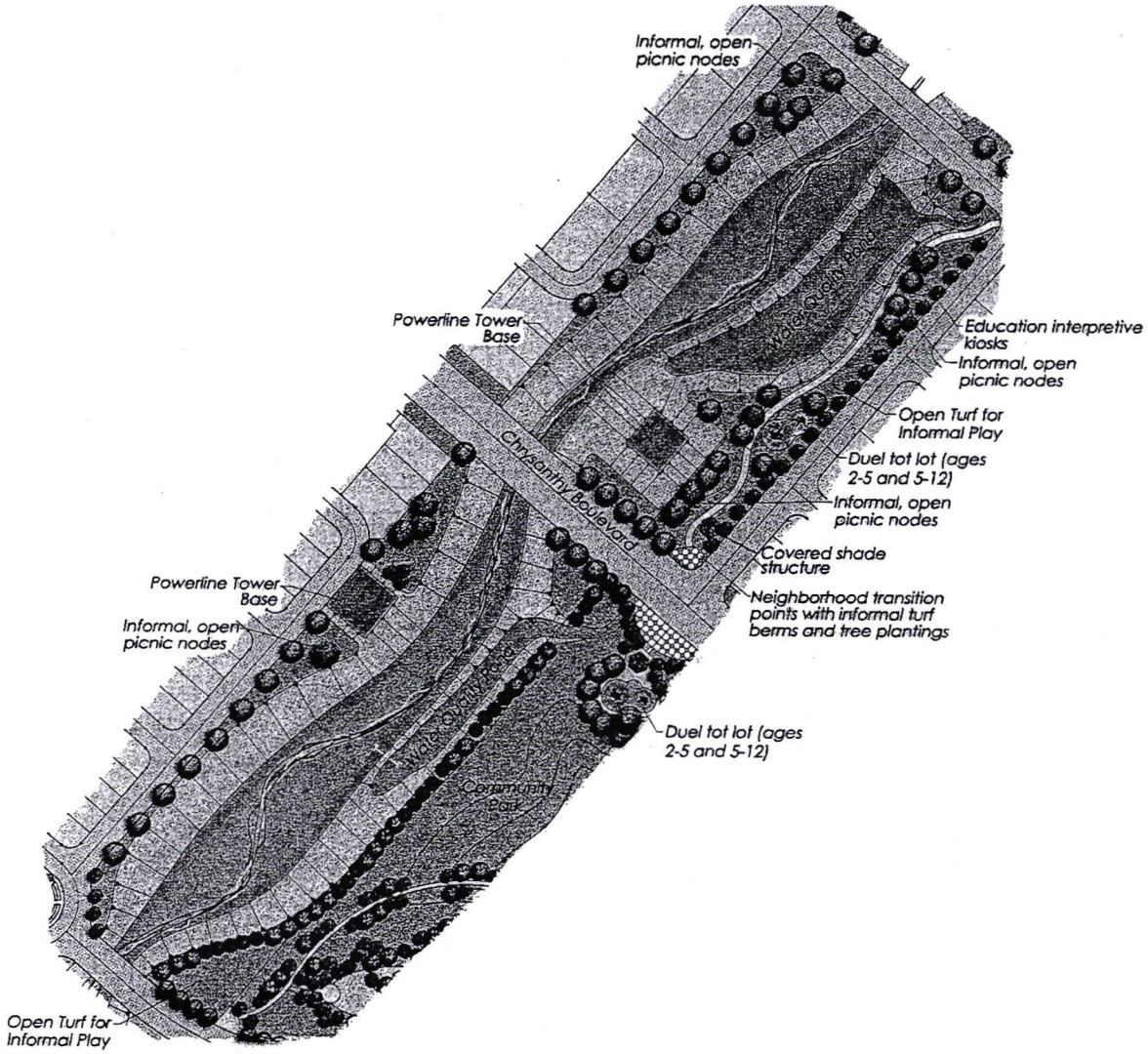


Exhibit 66 –Morrison Creek Parkway (South) Conceptual Plan

3.6.4 Wetland Preserve

The PS-SPA includes an 88±-acre vernal pool preserve which will be protected through a perpetual conservation easement held and managed by a third-party nonprofit entity or public agency. The preserve will be maintained consistent with an Operations and Maintenance Plan (O&M Plan) that will describe specific responsibilities of the Preserve Manager and qualified personnel retained under the Preserve Manager. Funding for monitoring and maintenance will be provided through a public financing mechanism such as a special tax district.

The O&M Plan will establish specific goals and objectives to ensure that the conditions within the preserve are maintained. This management plan will include specific measures for habitat maintenance, monitoring, reporting and funding. Activities undertaken by the Preserve Manager and/or other qualified personnel in the preserve will include the following items.

- Maintaining fencing and signage
- Trash removal
- Thatch/exotic plant management
- General and biological inspections
- Wetland function and erosion monitoring
- Implementing remedial actions as needed

The preserve will be fenced, and the conservation easement will specifically prohibit public access to the preserve. The easement will also prohibit vegetation removal, burning and dumping, discing, addition of roads or trails, equipment or fuel storage, alteration of topography, motor vehicle use, application of harmful chemicals, construction activities, or planting vegetation except for the express purpose of habitat monitoring and maintenance. Discing and mowing will also be allowed for fire control purposes, and will be conducted in manner to avoid adverse impacts to vernal pool habitat.

Within the SPA, Class I trails are located alongside the expansive Wetland Preserve as well as within the adjacent Morrison Creek Parkway. Adjacent the wetland preserve, the trail will consist of an 8' wide asphalt or concrete trail with 2' gravel shoulders. The trail will be set back from the adjacent primary residential street a minimum of 10' by a landscape planter accommodating a mixture of irrigated trees and shrubs. Moderate plantings will occur between the trail and the wetland preserve as well that may be initially irrigated, however this irrigation may be abandoned once the plant materials are firmly established. The edge of the wetland preserve will be clearly delineated with at minimum a low post and cable fence and no landscaping is permitted to occur within the wetland preserve boundary. Cattle have historically grazed the site and it is possible that this practice will be continued for weed abatement and fire control, as well as to provide a perpetual view into the site's historic agricultural past.

wetlands preserve exhibit

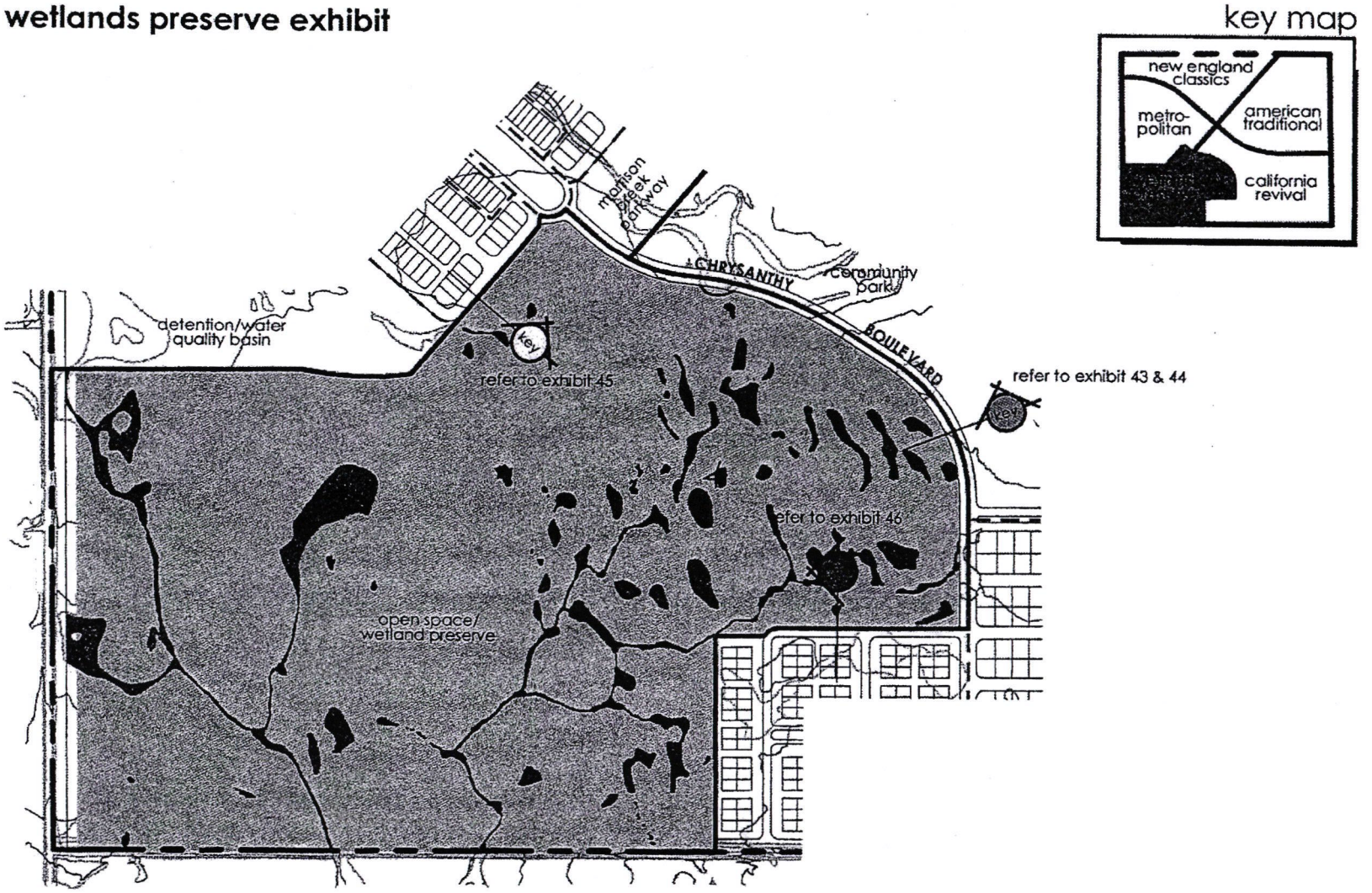


Exhibit 67 – Wetland Preserve

TABLE 4.1A
PROJECT CONSISTENCY WITH RANCHO CORDOVA DRAFT GENERAL PLAN LAND USE ELEMENT POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy LU.1.3 Maintain a strong jobs housing ratio with a diverse job base and corresponding housing stock, within the Planning Area. Improve the relationship of jobs to housing and commercial services.	Yes	The project would include both commercial and residential designations to provide internal housing and employment opportunities. Additionally, the proposed town center would include a commercial component and live/work units, which would assist in maintaining a strong jobs/housing ratio in the General Plan Planning Area. Therefore, the proposed project would be consistent with this policy
Policy LU.2.1 Ensure future land use and growth within the Planning Area adheres to the City's nine Smart Growth Principles as as described in the Land Use Element. • Transportation Choices. • Housing Choices • Integrated (Mixed) Land Uses • Compact Urban Development • Walkable Neighborhoods • Preservation/Integration of Natural Resources • Quality Design/Sense of Place • Regeneration/Infill	Yes	The project would include a grid-style circulation system offering vehicular as well as bicycle and pedestrian transportation opportunities. The project would offer several housing choices including single-family, multi-family and live-work units providing a diverse set of housing opportunities. The mixed-use portion of the project would promote a more compact development with a wide range of residential options and an average density of 9.3 dwelling units per acre. The project is in a currently undeveloped area, which does not provide for regeneration or infill opportunities. The project was designed during a four-day charette, emphasizing distinctive, and attractive architectural designs and walkable communities with pedestrian paseos and trails. The charette included City staff, the applicant team and members from various public agencies (i.e., Cordova Recreation and Park District, Elk Grove Unified School District, and Sacramento County Department of Water Resources). Additionally, the project would include a 92.4 acre wetland preserve with minimally landscaped access controlled buffers, which would integrate the natural features of the site with the proposed urbanized land uses. Considering all of the above factors, the project would be consistent with this General Plan policy.
Policy LU.2.4 Use Community Plans, Specific Plans, and development projects to promote pedestrian movement via direct, safe and pleasant routes that connect destinations inside and outside the plan or project area.	Yes	The project's bicycle, pedestrian, and trails network will provide internal access and circulation and ultimately tie into the City-wide bicycle and pedestrian facilities system to promote safe and easy access for all project residents. Therefore, the proposed project would be consistent with this policy.
Policy LU.3.4 Participate in the Sacramento Area Council of Governments' regional planning programs (e.g.,	Yes	The project was designed consistent with SACOG's "Preferred Blueprint Scenario" which emphasizes mixed-use developments that are more compactly built creating vital and active

General Plan Policies	Consistency with Policy	Analysis
Blueprint, Regional Housing Needs Plan, Metropolitan Transportation Plan) and coordinate City plans and programs with those of the Council of Governments.		neighborhoods, while still providing homes, shops, entertainment, and even light-industrial uses. Consistent with the Blueprint Plan, the project proposes a wide variety of housing and lot size choices, both traditional single-family and detached homes. The project also promotes natural resource conservation though wildlife preservation and would incorporate public use open space (parks, town centers, trails and greenbelts) and quality building, public right-of-way and landscaping design.
Policy LU. 3.5 Consult with state and federal regulatory and resource agencies during initial review of development projects to identify potential environmental conflicts and establish, if appropriate, concurrent application processing schedules.	Yes	The Notice of Preparation for the project was provided to several state and federal regulatory agencies, to solicit comments regarding environmental constraints related to the project. Additionally, as previously discussed, various public agencies attended the design charette to ensure that each agency's concerns were addressed early in the development process. Throughout the environmental review process, responsible and trustee agencies were consulted in order to ensure that these agencies were aware of the project and the City's analysis and were able to provide input. All comments received from agencies and the public were considered in the preparation of this EIR. Therefore, the proposed project would be consistent with this policy.
Policy LU.3.6 Work with community service providers such as the Cordova Recreation and Park District and the Rancho Cordova Neighborhood Center to expand their services to new areas of the City as the opportunities arise	Yes	The project was designed in consultation with the Cordova Recreation and Park District and other community service providers to ensure adequate facilities are provided to serve the proposed project and the larger community. Additionally, the proposed project includes 41.1 acres of parks within the project area. Therefore, the proposed project would be consistent with this policy.
Policy LU.4.4 • Give priority to residential and mixed-use development on vacant or underutilized site within existing urban areas that have infrastructure capacity available. Currently targeted areas are some portions of Folsom Boulevard, Olson Drive, Sunrise Boulevard, Bradshaw Road, and Coloma Road.	Yes	Although the project is not located along Sunrise Boulevard, the proposed site is part of the larger Sunrise Douglas Community Plan (SDCP) area, which is designated in the Sacramento County General Plan as an "Urban Growth Area." The SDCP is also located within the Urban Services Boundary (USB) recognized by the County. Proposed and approved capital improvements and infrastructure projects within the SDCP/SRSP area will adequately serve the vacant area to be developed by the Preserve at Sunridge project. Refer to Section 4.12 of this EIR for a detailed discussion on the project's water, sanitary sewer and other infrastructure systems. Considering the above factors, the proposed project would be consistent with this policy.

TABLE 4.1B
PROJECT CONSISTENCY WITH RANCHO CORDOVA DRAFT GENERAL PLAN URBAN DESIGN ELEMENT POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy UD.1.3 Design neighborhoods as walkable places, approximately 1/3 mile in radius, and connected to adjoining neighborhoods by trails, open spaces, and commercial activity nodes.	Yes	The project's design was established during a four-day design charette, which was undertaken by the applicant team, City of Rancho Cordova staff members, and representatives of various public agencies. The project's design was developed based on the City's Urban Design Element strategy of Building Blocks by providing neighborhoods where residents can easily walk throughout the neighborhood (generally within 1/3 of mile in radius) and developed on a modified grid/curvilinear street system with short blocks for ease of mobility. Therefore, the project is consistent with this Draft General Plan policy.
Policy UD.1.4 Design residential subdivisions with a mix of housing types and densities that satisfy a wide range of lifestyles and income levels.	Yes	The proposed project would offer housing in a wide range of densities (e.g., RD-5, RD-7, RD-10, RD-15 and RD-30) which would provide City residents with a variety of housing opportunities and choices, making the project consistent with this policy.
Policy UD.1.5 Develop vibrant urban cores (village centers and local town centers) as the primary activity centers of each district within the City.	Yes	The project would include a 17.0-acre Town Center, which would feature commercial and mixed uses (residential units) and include live-work units, safe bicycle and pedestrian connections to the rest of the project, and landscaped paseos to serve as the primary activity center for the project as well as other portions of the Sunrise Douglas Community Plan area.
Policy UD.1.7 Encourage the design of village and local town centers as pedestrian- and cyclist friendly activity centers with successful public places.	Yes	See analysis under Policy UD.1.5. The project would include both pedestrian and bicycle trails and connections from the Town Center to other portions of the project site to enable the center to function as an easily accessible public place for the entire project as well as for other surrounding developments. Therefore, the project is consistent with this policy.
Policy UD.2.1 Require new development and redevelopment areas to be designed in accordance with the City's building blocks concept.	Yes	See analysis under **Policy UD.1.3** above.
Policy UD.2.2 Redefine Rancho Cordova as a mixed–use community with vibrant livable neighborhoods and pedestrian development.	Yes	As previously indicated, the project was designed consistent with SACOG's "Preferred Blueprint Scenario" which emphasizes mixed-use developments that are more compactly

General Plan Policies	Consistency with Policy	Analysis
		built. Consistent with the Blueprint Plan, the project proposes a variety of pedestrian paseos, walkways, and combination bike/pedestrian trails to facilitate safe and easy access and promote efficient pedestrian movements both on-site and to other developments within the Sunrise Douglas Community Plan area.
Policy UD.3.2 Create safe, inviting and functional pedestrian and cyclist environments in commercial, office, and mixed-use projects.	Yes	The project would include an integrated bicycle/pedestrian trails system that would facilitate safe and easy bike and pedestrian movement and provide functional alternative transportation opportunities.
Policy UD.4.2 Design new development to be compatible with surrounding development in ways that contribute to the desired character of the City and District.	Yes	The project is in the center of the SDCP area, which was approved for urbanization. Additionally, the project site is located within the SunCreek/Preserve Planning Area of the Draft Rancho Cordova General Plan, as described in the City's General Plan Land Use Map Book, this planning area is anticipated to result in the development of 12 smaller residential neighborhoods and at least three commercial activity nodes and have approximately 9,830 dwelling units, with a residential population of approximately 26,840 people. The project was designed for consistency with the anticipated land uses and dwelling unit counts for this planning area; therefore, is consistent with this policy.

TABLE 4.2A
PROJECT CONSISTENCY WITH RANCHO CORDOVA DRAFT GENERAL PLAN HOUSING ELEMENT POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy H.1.4 Ensure that an appropriate range of housing opportunities is available to accommodate both local and out of region executives.	Yes	The Preserve at Sunridge project site is part of the larger Sunrise Douglas Community Plan/SunRidge Specific Plan (SDCP/SRSP) approved on July 17, 2002 by the Sacramento County Board of Supervisors. The SDCP/SRSP will result in development of approximately 22,503 dwelling units and 479 acres of commercial, 177 acres of park, and 148 acres of school uses within the entire 6,042-acre plan area. The proposed project will include 2,415 residential units in various residential densities on 280.8 acres and 288 units of high-density residential RD-30 (multifamily) on 9.6 acres, which is generally consistent with the SDCP/SRSP land use designations, and development densities and intensities established by the SDCP/SRSP. Therefore, the proposed project would be consistent with this policy.
Policy H.4.6 Ensure that housing appropriate for empty-nesters and single persons, such as townhomes or small lot, single-family homes rather than large single-family homes is developed.	Yes	The project proposes single-family detached and attached units (i.e., condominium and townhomes) on a variety of lot sizes including conventional, cottage, courtyard, and alley lots. Also included in the project design is Live/Work Housing that allows for space for commercial and office uses in the lower levels of residences with living space above. The SPA for the project (included as Appendix 3.0) would also allow for other lot sizes and configurations meeting a specified density range to ensure consistency with this policy. Therefore, the proposed project would be consistent with this policy.
Policy H.6.1 Require energy efficiency in the design and construction of housing developments through implementation of the State Energy Conservation Standards (Title 24). The long-term economic and environmental benefits of energy efficiency shall be weighed against any increased initial costs of energy saving measures. Encourage sustainable development by reducing energy use.	Yes	The project's residential and commercial design would be required to comply with the energy requirements as set forth in Title 24 part 6 of the State's Energy Efficient Building Standards. The proposed project does not include any unique energy use reduction methods, nor does it exceed mandatory energy efficiency standards. However, the project as proposed would be consistent with the provisions of this policy.

General Plan Policies	Consistency with Policy	Analysis
Policy H.6.3 Require all new development to provide bicycle and pedestrian access, thereby facilitating the reduction of automobile air quality impacts to the area.	Yes	The project would integrate the parks and open space components, providing an on-site system of pedestrian trails, bicycle paths, and other related facilities. These facilities would provide internal circulation and recreational opportunities, as well as connections with the City-wide bicycle and pedestrian trail system. Therefore, the proposed project would be consistent with this policy.

TABLE 4.3A
PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA DRAFT GENERAL PLAN HAZARDOUS MATERIALS AND SAFETY ELEMENT POLICIES

General Plan Goals and Policies	Consistency with Policy	Analysis
Policy S.5.3 Regulate the storage of hazardous materials and waste consistent with State and Federal laws.	Yes	The proposed project does not include the construction of land uses that would require the handling or storage of hazardous materials. Any materials generated or required during construction would be handled and disposed of at the Kiefer Landfill according to State and federal law. Therefore, the proposed project would be consistent with this policy.
Policy S.7.1 Encourage the use of Crime Prevention Through Environmental Design (CPTED) principles in the design of projects and buildings.	Yes, With Mitigation	The City of Rancho Cordova Police Department provided comments on the project's site design. A letter from the Police Department, which outlined their requirements and suggestions for design of the project, was received by the City on April 19, 2005 and the proposed project was analyzed for consistency with these guidelines. Additionally, mitigation measure MM 4.12.2.2 requires the project applicant(s) to consult with the Rancho Cordova Police Department and implement any recommended crime prevention/safety development design measures. Therefore, the proposed project would be consistent with this policy.
Policy SA.9.1 Cooperate with the Metro Fire Department to reduce fire hazards, assist in fire suppression, and ensure efficient emergency medical response.	Yes, With Mitigation	The Sacramento Metro Fire Department (SMFD) provided comments on the project design. The SMFD has indicated that adequate services will be available to serve the proposed project and compliance with SMFD requirements would ensure that adequate emergency access is provided and maintained throughout the development area. Therefore, the proposed project would be consistent with this policy.

TABLE 4.4A
PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA DRAFT GENERAL PLAN CIRCULATION ELEMENT POLICIES

Community Plan Policies	Consistency with Policy	Analysis
Policy C.1.1 – Implement the Circulation Plan with the Roadway System and Sizing Diagram, shown as Figure C-1, as a modified grid network. **Action C.1.1.2 –** Require the dedication of right-of-way and the installation of roadway improvements as part of the review and approval of development projects. Require the dedication of major road rights-of-way (generally, for major roads and thoroughfares) at the earliest opportunity in the development process. **Action C.1.1.3 –** Require the dedication of additional right-of-way for intersection improvements where features such as grade separations are planned, unless approved by the City Engineer. **Action C.1.1.4 –** Require all development projects that must perform new roadway construction or road widening to complete the entire roadway to its planned width from curb-to-curb prior to the operation of the project for which the improvements were constructed, unless otherwise approved by the City Engineer. Such roadway construction must also provide facilities adequate to ensure pedestrian safety as determined by the City Engineer. **(Was Policy C.1.2)** **Action C.1.1.5 –** Require development projects to provide funding or to construct roadway/intersection improvements to implement the City's Circulation Plan. At the City's discretion, consider the payment of established traffic impact or similar fees to provide compliance with the requirements of this policy with regard to those facilities included in the fee program, provided that the City finds that the fee adequately funds all required roadway and intersection improvements. If payment of established fees is used to provide compliance with this policy, the City may also require the payment of additional fees if necessary to cover the fair share cost of facilities not included in or fully funded by the fee program. **(Was Policy C.1.3)**	Yes, with mitigation	The project's impacts to City roadways are clearly identified in Section 4.4 of the Draft EIR. The Draft EIR included mitigation measures to lessen the project's impacts to area roadway, when feasible. The on-site and off-site improvements and projects will be designed implemented, and funded consistent with the Circulation Plan with Roadway System and Sizing in the Rancho Cordova Draft General Plan and **Policy C.1.1** and all associated action items (**Action C.1.1.2** through **Action C.1.1.5**). Therefore, the project is substantially consistent with this policy.

Community Plan Policies	Consistency with Policy	Analysis
Policy C.1.2 Seek to maintain operations on all roadways and intersections at Level of Service D or better at all times, including peak travel times, unless maintaining this Level of Service would, in the City's judgment, be infeasible and/or conflict with the achievement of other goals. Congestion in excess of Level of Service D may be accepted in these cases, provided that provisions are made to improve traffic flow and/or promote non-vehicular transportation as part of a development project or a City-initiated project. **(Was Policy C.1.4)**	Yes, With Mitigation	Mitigation measures incorporated into Section 4.4 of this EIR reduce the proposed project's impact to Levels of Service throughout the city. However, even with incorporation of these mitigation measures, some intersections and roadway segments in the City would have a level of service of E or F, which is inconsistent with the requirements of this policy. Further mitigation would be infeasible and the City plans to address these areas in future actions by the City Public Works Department. Although in most cases, these roadways and intersections are already operating at an unacceptable level of service. Therefore, the proposed project would be consistent with this policy.
Policy C.1.6 Heavily discourage the use of cul-de-sacs on local roads, except where they are necessary due to site-specific concerns, such as habitat areas, that preclude construction of through routes. When cul-de-sacs are used, they should include bicycle and pedestrian connections to trail systems or adjacent major or connector streets. **(Was Policy C.1.6)**	Yes	As shown in **Figure 3.0-3**, no cul-de-sacs are included in the roadway map for the proposed project. Therefore, the proposed project would be consistent with this policy.
Policy C.1.8 Ensure that where traffic calming devices or techniques are employed, adequate access is provided for police and fire vehicles. **(Was Policy C.1.10)**	Yes	No traffic calming devices or techniques will be used by the proposed project. Additionally, the Rancho Cordova Police Department and the Sacramento Metropolitan Fire Department have both been consulted in the design of the project. Therefore, the proposed project would be consistent with this policy.

Community Plan Policies	Consistency with Policy	Analysis
Policy C.2.1 Create a system of on- and off-street trails and multi-use paths, as generally illustrated on Figure C-2 of the Draft General Plan, that are used for walking and bicycling and that are attractive, natural, and safe transportation corridors.	Yes	As shown in **Figures 3.0-4, 3.0-7, 3.0-8,** and **3.0-9**, the proposed project does include multi-use paths and bike lanes throughout the project area, including along the realigned Morrison Creek corridor. Therefore, the proposed project would be consistent with this policy. Additionally, the proposed project provides for bicycle and pedestrian travel through an extensive network of paths and bike lanes throughout the project area. See **Figures 3.0-7, 3.0-8,** and **3.0-9** for details on these sidewalks and pathways. • Bicycle and pedestrian routes included in the proposed project will connect to similar routes in the surrounding projects. • See **Figure 3.0-10** of the Draft EIR for a depiction of the system of parks and open space to be included in the project. • The bicycle and pedestrian paths included in the project are located throughout the project, connect all major parts of the project, and connect to adjacent projects' paths. • All residential neighborhoods within the proposed project include bike lanes on collectors and arterials, connecting these neighborhoods to the greater bicycle and pedestrian path network within the project. Due to the above factors, the proposed project would be consistent with this policy.
Policy C.2.2 Require bicycle and pedestrian connections to public transit systems at stops, stations, and terminals; carpool/vanpool park-and-ride lots; and activity centers (e.g., schools, community centers, medical facilities, senior residences, parks, employment centers, high-density residential areas, commercial centers).	Yes	See discussion under **Policy C.2.1** above. The proposed project includes a network of bike lanes, paseos, pedestrian trails, and multi-use trails that connects all parts of the project area with the included uses listed in Policy C.2.2. Therefore, the proposed project would be consistent with this policy.

Community Plan Policies	Consistency with Policy	Analysis
Policy C.2.3 In designing development projects, design for the pedestrian first.	Yes	See discussion under **Policy C.2.1** above. In addition to the circulation master plan for the proposed project, the project includes live/work units that allow residents to utilize the lower floor of their homes for office or retail uses, allowing residents to live where they work and subsequently reduce their reliance on their car. Therefore, the proposed project would be consistent with this policy.
Policy C.2.4 Provide sidewalks throughout the City. Meandering sidewalks are discouraged, except where necessary to accommodate site-specific features such as trees or habitat. **TABLE C-2** **MINIMUM SIDEWALK STANDARDS** [redacted] sidewalk width Residential/Industrial 5 feet Commercial 8 feet Major 8 feet Downtown 10 feet	Yes	The proposed project includes a network of sidewalks on every street in the project. See **Figures 3.0-7**, **3.0-8**, and **3.0-9** for details on sidewalks included in the proposed project. Therefore, the proposed project would be consistent with this policy.
Policy C.2.6 Provide on-street bike lanes along all connector roadways and on local and major roadways when necessary to provide for interconnected routes. On-street bike routes may be provided on local, connector, and major roadways as deemed necessary by the City.	Yes	Within the proposed project every roadway, including collectors and arterials, either includes a bike lane or an attached bike path. Additionally, bike/pedestrian paths are included along the boundaries of the open space areas and along the Morrison Creek realignment. Therefore, the proposed project would be consistent with this policy.

TABLE 4.5A
PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA DRAFT GENERAL PLAN NOISE ELEMENT POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy N.1.1 Establish standards and policies consistent with those in Tables N-1 and N-2 to govern maximum sound levels in new development.	Yes, With Mitigation	Mitigation measures MM 4.5.2a through MM 4.5.2e as well as mitigation measures MM 4.5.6a through MM 4.5.6c listed in Section 4.5 of this EIR will reduce the noise impacts of noise sources to below significant levels consistent with standards identified in the Draft General Plan Noise Element Table N-1 and Table N-2. Therefore the proposed project would be consistent with this policy.
Policy N.1.2 Ensure that the indoor and outdoor areas of new projects will be located, constructed, and/or shielded from noise sources in compliance with the City's noise standards to the maximum extent feasible.	Yes, With Mitigation	Acoustical modeling included in Section 4.5 of this EIR predicts noise levels higher than the standards set forth in the Draft Rancho Cordova General Plan for some noise sources. However, incorporation of mitigation measures (listed in the discussion of **Policy N.1.1** above) would reduce any noise impacts to a level below City standards. Therefore the proposed project would be consistent with this policy.
Policy N.1.3 Ensure that proposed non-residential land uses likely to exceed the City's standards do not create noise disturbances in existing noise-sensitive areas.	Yes, With Mitigation	See discussion under **Policy N.1.1** and **Policy N.1.2** above.
Policy N.1.5 Mitigate noise created by the construction of new transportation noise sources (such as new roadways or new light rail service) to the maximum extent feasible to comply with the City's standards. *(Cross Reference: Circulation Element)*	Yes, With Mitigation	While the proposed project includes the construction of the portion of Chrysanthy Boulevard that lies within the project area as well as various other smaller roads internal to the project, incorporation of mitigation measure MM 4.5.4 would reduce any construction related noise impacts to a less than significant level, ensuring that the proposed project would be consistent with this policy.
Policy N.2.4 Emphasize site planning and project design when noise mitigation measures are required. *(Cross Reference: Land Use)*	Yes, With Mitigation	All Mitigation Measures incorporated in this EIR include acoustical mitigation methods other than sound walls, except for within one condition of mitigation measure MM 4.5.6a, which allows for sound walls only where no other measure is available. Therefore, the proposed project would be consistent with this policy.

TABLE 4.6A
PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA DRAFT GENERAL PLAN AIR QUALITY ELEMENT POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy AQ.4.1 Promote improved air quality benefits through energy conservation measures for new development and existing development. **(Was Policy.AQ.1.2)**	Yes	The project is a mixed-use development with residential and commercial uses in close proximity to serve the daily needs of the development and reduce the number of vehicle trips and miles traveled. The proposed Town Center will include medium- to high-density residential and commercial uses adjacent to Jaeger Road, for which transit services are planned. The project would also incorporate on-site trails, paseos, and bike paths to promote non-vehicular access and circulation, which will promote improved air quality and ensure consistency with this policy.
Policy AQ.3.2 Promote mass transit as an alternative to single-occupant motor vehicle travel. (Cross reference to Circulation Element)	Yes, With Mitigation	Mitigation Measures identified and incorporated into the project as part of Section 4.5 of this EIR include off-site transit facilities that must be installed by the applicant before construction of the project, therefore meeting the requirements of this policy.
Policy AQ.1.2 Evaluate projects for compliance with State and federal ambient air quality standards and the Sacramento Air Quality Management District's (SMAQMD) thresholds of significance.	Yes, With Mitigation	The project would result in significant construction, operational, and cumulative air quality-related emissions. Mitigation measures MM 4.6.1a, MM 4.6.1b, and MM4.6.2 were identified to reduce the project's nitrogen oxide construction emissions. Additionally, the project proponent would also be required to pay offset fees to mitigate construction related particulate matter impacts to ensure consistency with this policy.

General Plan Policies	Consistency with Policy	Analysis
Action AQ.1.2.3 Require all new development projects that exceed SMAQMD's thresholds of significance to incorporate design, construction, and/or operational features that will result in a reduction in emissions when compared to an "unmitigated baseline" project. The measures should consider cost-effectiveness, maximum cost, and the provision of credits for emissions reductions already in place.	Yes	Air Quality Plans are developed to reduce air quality impacts brought on by new development. Measures are chosen on the project's location, employee/residential density, nature of land use mixes, accessibility to transit and/or bicycle and pedestrian amenities. These measure are incorporated into project design to reduce a project's air pollutants by 15 percent or more. The project's Air Quality Plan (included as **Appendix 4.6** of the Draft EIR) has been revised and has identified the following measures to reduce the project's emissions by a minimum of 15 percent and make the project consistent with this policy: Mixed-use designation, average residential density, grid-style street system, incorporation into County Service Area 10, information kiosk, bicycle access/programs, and separate, safe bicycle and pedestrian path connecting uses. Therefore, the proposed project would be consistent with this policy.

TABLE 4.7A
PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA DRAFT GENERAL PLAN HYDROLOGY AND WATER QUALITY RELATED POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy NR.3.3 Encourage the creation of secondary flood control channels for flood control purposes where the existing channel supports extensive riparian vegetation.	Yes	The existing creek channel on the project site is not characteristic of extensive riparian habitat, as it does not include trees or other riparian vegetation. Therefore, the project would not conflict with this policy.
Policy NR.5.2 Protect surface and ground water from major sources of pollution, including hazardous material contamination and urban runoff.	Yes, With Mitigation	Incorporation of mitigation measures MM 4.7.2a through 4.7.2d in Section 4.7 of this EIR would ensure that surface water quality and quantity is protected to the maximum extent feasible. Therefore, the proposed project would be consistent with this policy.
Policy NR.5.5 Minimize erosion to stream channels resulting from new development in urban areas.	Yes, With Mitigation	Incorporation of mitigation measures MM 4.7.2a through 4.7.2d and 4.7.5 would ensure that impacts from erosion would be less than significant. Therefore, the proposed project would be consistent with this policy.
Policy NR.5.4 Prevent contamination of the ground water table and surface water, and remedy existing contamination to the extent practicable..	Yes	Both project and cumulative groundwater impacts were found to be less than significant in the Draft EIR. Therefore, the proposed project would be consistent with this policy.
Action NR .5.4.2 Require clean up of contaminated ground and surface water by current and/or past owners or polluters.	Yes	The project area currently consists of grazing land and open space. No prior uses are evident that could have contaminated ground or surface water in the project area. While some polluted plumes have been found outside the project area due to operations at the Aerojet property north of the project area, those plumes do not occur within the project area. Therefore no cleanup is required and the proposed project would be consistent with this policy.
Policy S.2.2 Manage the risk of flooding by discouraging new development located in an area that is likely to flood. (Cross Reference: Land Use Element)	Yes, With Mitigation	Incorporation of mitigation measure MM 4.7.4 would ensure that impacts from flooding, as well as other stormwater impacts would be less than significant. Therefore, the proposed project would be consistent with this policy.
Action S.2.2.1 Disapprove new projects that would result in new or increased flooding impacts on adjoining parcels or upstream and downstream areas.	Yes, With Mitigation	**Policy SA.1.6** has become an Action Item under new **Policy S.2.2**. The proposed project is not sited within the 100-year flood plain and other flooding impacts would be mitigated by incorporation of mitigation measure MM 4.7.5. Therefore, the proposed project would be consistent with this policy.

General Plan Policies	Consistency with Policy	Analysis
See Action S.2.2.7	Yes	The proposed project includes only three crossings for Morrison Creek. While none of these crossings existed prior to the proposed project, the creek alignment at those points will be constructed as to minimize any impact to the creek flow from the crossings per the requirements of the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service. Therefore, the proposed project would be consistent with this policy.
See Action S.2.3.2	Yes	The project applicant is required to maintain stormwater facilities throughout construction. Responsibility for maintenance of these facilities falls on the Department of Water Resources after that point and for perpetuity. Therefore, the proposed project would be consistent with this policy.
See Action S.2.3.3	Yes	A comprehensive drainage plan was formulated for the SDCP/SRSP Master EIR. The proposed project is required to follow this plan and would therefore be consistent with this policy.
See Action S.2.3.1	Yes, With Mitigation	See the discussion under **Policy SA.1.5** above.

TABLE 4.8A
PROJECT CONSISTENCY WITH THE CITY OF RANCHO CORDOVA DRAFT GENERAL PLAN GEOLOGY, SOILS, AND SEISMICITY RELATED POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy S.3.1 Support efforts by federal, State, and other local jurisdictions to investigate local seismic and geological hazards and support those programs that effectively mitigate these hazards.	Yes	A Geotechnical Report was prepared for the proposed project, which identified site-specific geologic related conditions and hazards. However, the report and the conclusions of this EIR found that all impacts due to geology, soils, and seismicity were less than significant and did not require mitigation. Therefore, the proposed project would be consistent with this policy.
Policy S.3.2 Ensure that new structures are protected from damage caused by geologic and/or soil conditions to the greatest extent feasible.	Yes	See discussion under **Policy SA.1.23** above. Additionally, all buildings, dwelling units, and other project related structure designs must demonstrate compliance with local and Uniform Building Code (UBC) requirements prior the issuance of building permits. Therefore, the proposed project would be consistent with this policy.

TABLE 4.9A
PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA DRAFT COUNTY GENERAL PLAN NATURAL RESOURCE ELEMENT POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy NR.1.1 Incorporate large and interconnected wildlife corridors in new development areas to provide ample space for animal movement.	Yes	The 92.4-acre wetland preserve included in the proposed project is part of a contiguous open space preserve area that connects to the Anatolia preserve to the southwest. This preserve would be designed such that people are kept out and wildlife is allowed to traverse and move about the area freely. All fencing is wildlife passable and signage identifies off-limits areas to pedestrians to preserve the natural conditions in the preserve area. The on-site preserve would provide ample space for wildlife movement on-site and to adjacent developments and ensure that the project is consistent with the General Plan policy.
Policy NR.1.2 Conserve Swainson's hawk habitat consistent with State policies and Department of Fish and Game guidelines.	Yes, With Mitigation	The project will result in the loss of 454.9 acres of foraging habitat for Swainson's hawk. However, implementation of mitigation measure MM 4.9.1a would require the permanent preservation of off-site Swainson's Hawk habitat; thus, reducing the impact to Swainson's Hawk to less than significant levels and ensuring that the project would consistent with this General Plan policy.
Policy NR.1.4 Discourage the planting of invasive species.	Yes	As part of the City's standard conditions of approval for development projects,all landscaping materials and the placement of the materials is subject to City approval prior to installation. The proposed species will be analyzed for their invasiveness, drought-tolerance, and other factors. Therefore, the proposed project would be consistent with this policy.
Policy NR.2.1 Require mitigation that provides for "no net loss" of wetlands consistent with current State and federal policies.	Yes, With Mitigation	The project would result in the loss of 15.65 acres of wetlands. However, implementation of mitigation measures MM 4.9.1a, 4.9.1b, 4.9.2a, 4.9.2b, and 4.9.5a through 4.9.5c would ensure that impacts to wetlands would be less than significant. Mitigation measure MM 4.9.5a specifically states that no net loss of wetlands shall occur. Therefore, the proposed project would be consistent with this policy.
Policy NR.2.2 Ensure that direct and indirect effects to wetland habitats are minimized through the promotion of environmentally sensitive project siting and design, to the maximum extent feasible.	Yes	Mitigation measures MM 4.9.1a and MM 4.9.1b would ensure that the project's direct impacts to wetland habitats are reduced to less than significant. Additionally, implementation of MM 4.9.1a and MM 4.9.1b and mitigation measures MM 4.9.2a and MM 4.9.2b would ensure that the project's indirect

General Plan Policies	Consistency with Policy	Analysis
		impacts would also be less than significant making the project is substantially consistent with this policy.
Policy NR.3.2 In general, the City will encourage the preservation of existing location, topography and meandering alignment of creeks. Where necessary, and if consistent with other City policies, the creation and realignment of creek corridors shall be constructed to recreate the character of the natural creek corridor. Channelization and the use of concrete within creek corridors shall not be permitted.	Yes	The project proposes the realignment of Morrison Creek on the project site. **Figure 3.0-4** of the Draft EIR depicts the proposed realignment. As indicated, the proposed activities would include the construction of a naturally lined corridor (no concrete) and the creation of a new meandering channel alignment in the transmission corridor that would reflect the existing and natural topographical relief of the creek. Therefore, the proposed realignment and modifications would be consistent with this General Plan policy. The intent of this policy is not to require an exact replica of a creek, but rather to retain the character of a natural creek in creating new channels.
See **Policy NR.3.2** above.	Yes	While the proposed project would realign Morrison Creek, this realignment would be constructed of earth and natural features, not concrete. Therefore, the proposed project would be consistent with this policy.
Policy NR.3.3 Encourage the creation of secondary flood control channels where the existing channel supports extensive existing riparian vegetation.	Yes	This project would result in the realignment of Morrison Creek, which would convey seasonal storm flows as well as urban runoff. However, the portion of Morrison Creek on the project site does not support and is not characteristic of a riparian habitat; therefore, the project is consistent and would not conflict with this revised policy.
Policy NR.4.1 Conserve native oak and landmark tree resources for their historic, economic, aesthetic, and environmental values.	Yes	See discussion under **Policy NR.4.1** above.

TABLE 4.10A
PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN CULTURAL AND HISTORIC RESOURCES ELEMENT POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy CHR.1.2 Establish and promote programs that identify, maintain, and protect buildings, sites, or other features of the landscape possessing historic or cultural significance.	Yes, With Mitigation	While no significant archeological, prehistoric, or historic sites were anticipated within the Preserve at Sunridge project, mitigation measures MM 4.10.1a, MM 4.10.1b, and MM 4.10.2 reduce the impacts to these types of sites if they are found during construction. Therefore, the proposed project would be consistent with this policy.
Policy CHR.3.3 Maintain and enhance the historic character of Rancho Cordova by establishing	Yes	No such historic structures exist in the project area, therefore no restoration, renovation, and/or rehabilitation is required. As no structures exist in the plan area, the proposed project would be consistent with this policy.

TABLE 4.12A
PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA DRAFT GENERAL PLAN INFRASTRUCTURE, SERVICES AND FINANCING ELEMENT AND OPEN SPACE, PARKS AND TRAILS ELEMENT POLICIES

General Plan Policies	Consistency with Policy	Analysis
Policy ISF.2.1 Ensure the development of public infrastructure that meet the long-term needs or residents and ensure infrastructure is available at the time such facilities are needed.	Yes	All responsible public facilities were included in both the design process via the design charette and in the production of this EIR both through written communication and verbal. All public service providers have expressed that services will be available and capacity will be adequate to serve the proposed project. Therefore, the proposed project would be consistent with this policy.
Policy ISF.2.2 Coordinate with independent public service providers, including schools, parks and recreation, utility, transit, and other service districts, in developing service and financial planning strategies.	Yes	All service agencies, including the school districts and the park district, were contacted early on in the analysis process for this EIR and their input was sought in its design and conclusions. Additionally, these agencies were included in the design charette for the proposed project. Therefore, the proposed project would be consistent with this policy.
Policy ISF.2.4 Ensure that water supplies and delivery systems are available in time to meet the demand created by new development, or are guaranteed to be built by bonds or sureties.	Yes	See discussion under **Policy ISF.2.1** above.
Policy ISF.2.5 Ensure that water flow and pressure are provided at sufficient levels to meet domestic, commercial, industrial and firefighting needs.	Yes	Pressure requirements of water supply were discussed in the SDCP/SRSP Master EIR as well as within Section 4.12 of this EIR. Under the requirements of both EIRs, the proposed project would meet these requirements. Therefore, the proposed project would be consistent with this policy.
Policy ISF.2.6 Ensure that sewerage conveyance and treatment capacity are available in time to meet the demand created by new development, or are guaranteed to be built by bonds or sureties.	Yes	See discussion under **Policy ISF.2.1** above.

General Plan Policies	Consistency with Policy	Analysis
Policy ISF.4.1 Encourage school districts to locate and site facilities in an integrated manner with the rest of the community.	Yes, With Mitigation	The school site included in the project design meets these recommended standards for school siting. All roadway impacts from the proposed project are mitigated in Section 4.4 of this EIR. The proposed school site sits within the network of parkways and pedestrian paths planned for the project, as well as within a planned neighborhood of low to medium density housing. All residences within the project area are within two miles of the school site. Lastly, a neighborhood park is proposed immediately adjacent to the school site to the north. Therefore, the proposed project would be consistent with this policy.
Policy OSPT.1.1 Review all proposals for new residential development to ensure each project complies with the City's minimum standards for parkland dedication, and is consistent with Cordova Recreation and Park District goals.	Yes, With Mitigation	The proposed project includes 50.7 acres of parks to be constructed. With an estimated 7,244 residents, this policy requires the creation of 50.7 acres of parks. The project applicant could pay an in-lieu payment to the city as per mitigation measure MM 4.12.7.2. Therefore, the proposed project would be consistent with this policy.
Policy OSPT.1.2 Coordinate with the Cordova Recreation and Park District to ensure that parks are provided, developed, and operated in a way that ensures that the City's parks goals are achieved throughout the community.	Yes	The Cordova Recreation and Park District (CRPD) was consulted during various times during the site design portion of the project. The parkland to be dedicated as part of the proposed project has been generally accepted by the Cordova Recreation and Park District as acceptable for use as a local park. Therefore, the proposed project would be consistent with this policy.
Policy OSPT.1.3 Encourage park development adjacent to school sites and compatible uses (public and private) for enhanced civic space and integration into the community.	Yes	The proposed project includes a 5-acre neighborhood park site immediately adjacent to the planned 11-acre elementary school site. Therefore, the proposed project would be consistent with this policy.
Policy OSPT.3.1 Develop a trails system that provides for maximum connectivity, so that all trails are linked for greater use as recreational and travel routes.	Yes	The proposed plan includes a system of bike trails and pedestrian sidewalks that is designed such that it will link up with adjacent projects in the SDCP/SRSP plan area to form a cohesive trail and bikeway system, ensuring that the proposed project would be consistent with this policy.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 108-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING A LARGE AND SMALL LOT TENTATIVE SUBDIVISION MAP FOR ASSESSOR PARCEL NUMBERS 067-0040-008 FOR THE PRESERVE AT SUNRIDGE, PROJECT NO. RC-03-052, SUBJECT TO THE FINDINGS AND CONDITIONS OF APPROVAL/MMRP

WHEREAS, the applicant for the Preserve at Sunridge project ("Project") has applied to the City of Rancho Cordova ("City") for the development of single-family residential, multi-family residential, commercial and office uses, a neighborhood park, an elementary school, detention/water quality basins, an open space/wetland preserve, pedestrian facilities, bikeways, parkways, and drainage corridors on the 530.1-acre Project site; and

WHEREAS, the Project will include 2,393single-family residential units in various residential densities on 292.3 acres, 288 units of high-density residential (RD-30) (multifamily) on 11.2 acres, and approximately fifteen commercial building pads ranging from approximately 2,400 square feet to approximately 55,000 square feet, totaling approximately 147,000 to 165,000 square feet; and

WHEREAS, the Project will also feature the construction of an internal circulation system and elementary school, various planned park and open space areas, including an approximately 92.4-acre open space/wetland, and will result in the realignment of the existing headwater tributary to Morrison Creek that runs through the Project site; and

WHEREAS, to develop the Project, the Project applicant has requested a Special Planning Area rezone, a Tentative Subdivision Map, amendments to previously adopted mitigation measures BR-2 and BR-4 in the Sunrise-Douglas Community Plan (SDCP), and a development agreement with the City; and

WHEREAS, the Rancho Cordova Planning Commission ("Planning Commission") held a noticed, public hearing on May 25, 2006, to consider the Project and the Project applicant's requested approvals, including a request for a large and small lot tentative subdivision map; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091; and

WHEREAS, during the public hearing, the Planning Commission considered a written staff report on the project, and all other oral and written comments presented to them; and

WHEREAS, following the conclusion of the public hearing on May 25, 2006, the Planning Commission voted unanimously to recommend approval of the Project and the

Project applicant's requested approvals, including a request for a large and small lot tentative map; and

WHEREAS, an Environmental Impact Report (EIR) was prepared for this project and circulated in accordance with the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, in accordance with Government Code section 65355, the Rancho Cordova City Council held a noticed, public hearing on July 17, 2006, to consider the Project, the Project applicant's requested approvals, including a request for a Tentative Map, and in accordance with Government Code section 65857, the recommendation of the Planning Commission; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code section 65090; and

WHEREAS, during the public hearing, the City Council considered a written staff report on the project, and all other oral and written comments presented to them;

WHEREAS, on July 17, 2006, the Rancho Cordova City Council pursuant to Resolution No. 105-2006 certified the EIR, adopted mitigation findings pursuant to CEQA guidelines section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. The foregoing recitals are true and correct and made a part of this resolution.

2. The City Council makes the following findings:

A. CALIFORNIA ENVIRONMENTAL QUALITY ACT

Finding: An EIR for the Project has been prepared and certified in accordance with CEQA, and findings adopted in accordance with Public Resources Code section 21081, which allows public agencies to approve or carry out projects for which an EIR has identified one or more significant effects on the environment.

Evidence: The City prepared and circulated a Draft Environmental Impact Report (Draft EIR or DEIR) in October 2005 (SCH # 2004092051), which analyzed the potential environmental effects of the Project. The Draft EIR was circulated for public review and comment from October 18, 2005 to December 5, 2005. Public hearings to solicit public comment on the Draft EIR were held by the City's Planning Commission on October 27, 2005, November 10, 2005, February 9, 2006, and May 25, 2006.

The City prepared a Final EIR (June 2006) containing: a preface; comments on

the Draft EIR, the City's good faith, reasoned analysis of the environmental issues raised by the comments, and responses to those comments; and revisions to the Draft EIR as appropriate.

On July 17, 2006, the City Council held a noticed public hearing on the Project at which time the City Council considered a written staff report on the Project and EIR, the EIR itself, project plans, and all other oral and written comments presented to them.

Following the closure of the public hearing, the City Council adopted Resolution 105-2006, certifying the EIR, adopting mitigation findings pursuant to CEQA guidelines section 15091 to address potentially significant environmental effect of the Project, adopting a statement of overriding considerations to address significant effects identified by the EIR that can not be lessened to a level of less than significant, and adopting a mitigation monitoring plan for the Project.

B. GENERAL PLAN CONSISTENCY

Finding: The Large and Small Lot Tentative Map for the Project is consistent with the City's General Plan in accordance with Government Code section 66473.5.

Evidence: Since the City's incorporation and during the planning process for the Project, the City has been proceeding in a timely fashion with the preparation of its own draft General Plan. This includes the adoption of a Vision Book, a Land Use Map, Land Use Map Book and a Circulation Plan. The City Council approved and adopted the Rancho Cordova General Plan on June 26, 2006. The Project and Tentative Map has been designed and reviewed in accordance with the draft General Plan and the interim guidelines adopted by the City as part of the Interim General Plan, all of which have been incorporated and become a part of the City's General Plan. As part of the EIR, a General Plan consistency analysis of the Project was prepared, which reviewed the Project's consistency with the goals and policies of the draft General Plan. The result of that analysis, the "General Plan Consistency Table," which can be found in Exhibit C to Rancho Cordova Ordinance 40-2006, supports a finding of consistency.

Finding: The Large and Small Lot Tentative Map for the Project is consistent with the Open-Space Element of the City's General Plan in accordance with Government Code section 66567.

Evidence: The Project applicant via dedication and payment of in-lieu fees are providing approximately 70 acres of parks, neighborhood greens, and open space in accordance with the dedication standards of the draft General Plan. The Project applicant will enter into a park improvement with the Cordova Recreation and Park District for park construction. The Project is designed to provide various planned park and open space areas, including an approximately 92.4-acre open space/wetland.

C. SUBDIVISION MAP ACT

Finding: Section 66474 of the California Subdivision Map Act (SMA) requires the City to deny approval of a tentative map if the City makes any of the following findings:

a. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
b. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
c. That the site is not physically suitable for the type of development.
d. That the site is not physically suitable for the proposed density of development.
e. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
f. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
g. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Finding: The above Findings #a through #g of Section 66474 of the SMA do not apply to the proposed Large and Small Lot Tentative Subdivision Map.

Evidence:

a. The proposed maps are consistent with the density limits as specified in the Rancho Cordova Land Use Policy Plan of the General Plan, as amended. The plan is less impacting than the Sunrise Douglas Community Plan (SDCP), due to the preservation of approximately 92.4 gross acres of wetlands that were not indicated in the original plan.

b. The design or improvements of the proposed subdivision are consistent with the goals of the Rancho Cordova General Plan. The developments are providing a modified street section for Primary Residential Streets to facilitate the delineation of on street bike lanes. The projects are consistent with the adopted design guidelines for subdivision design that promotes internal pedestrian connectivity using greenways and trails, designing alley loaded units to improve the aesthetics of the streets and providing a street system that interconnects with the other projects in the immediate area.

c. The sites are physically suitable for the proposed development. The applicant is proposing 2,393 single-family lots and 288 multi-family units on a total of 318.1 developable acres, which conforms to the designated residential use of the General Plan, at an average density of approximately 10 units per net developable acres. The project can also be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.

d. The site is physically suitable for the proposed density of development. The General Plan has assigned certain densities for the lands within the project area and these areas are producing fewer units than originally anticipated in the SDCP. Less land is being disturbed by the new project, due to the loss of approximately 17.4% of the Preserve project area for wetland preservation.

e. The EIR prepared for the Project identified potential environmental impacts associated with the development of the Project or the proposed improvements and lists a table of mitigation measures to lessen the levels of significances for those items. The EIR also identified significant effects that cannot be reduced to a level of less than significant. In accordance with Public Resources Code section 21081, the City Council adopted a statement of overriding considerations when it adopted Resolution 105-2006 certifying the EIR for Project. Government Code section 66474.01 provides that the City may approve a tentative map if findings have been adopted in accordance with Public Resources Code section 21081 to address significant environmental impacts caused by a project.

f. The EIR prepared for the project identified that no potential serious health problems would occur by the project or would be mitigated to less than significant levels with implementation of the proposed mitigation measures and conditions of approval.

g. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

3. The Large Lot Tentative Subdivision Map set forth in Exhibit A1, attached hereto and incorporated herein, is approved subject to the Conditions of Approval/MMRP set forth in Exhibit B, attached hereto and incorporated herein.

4. The Small Lot Tentative Subdivision Map set forth in Exhibit A, attached hereto and incorporated herein, is approved subject to the Conditions of Approval/MMRP set forth in Exhibit B, attached hereto and incorporated herein.

5. This Resolution No. 108-2006 shall go into effect upon the effective date of Rancho Cordova Ordinance 40-2006 or 41-2006, whichever is later.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 7th day of August, 2006.

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

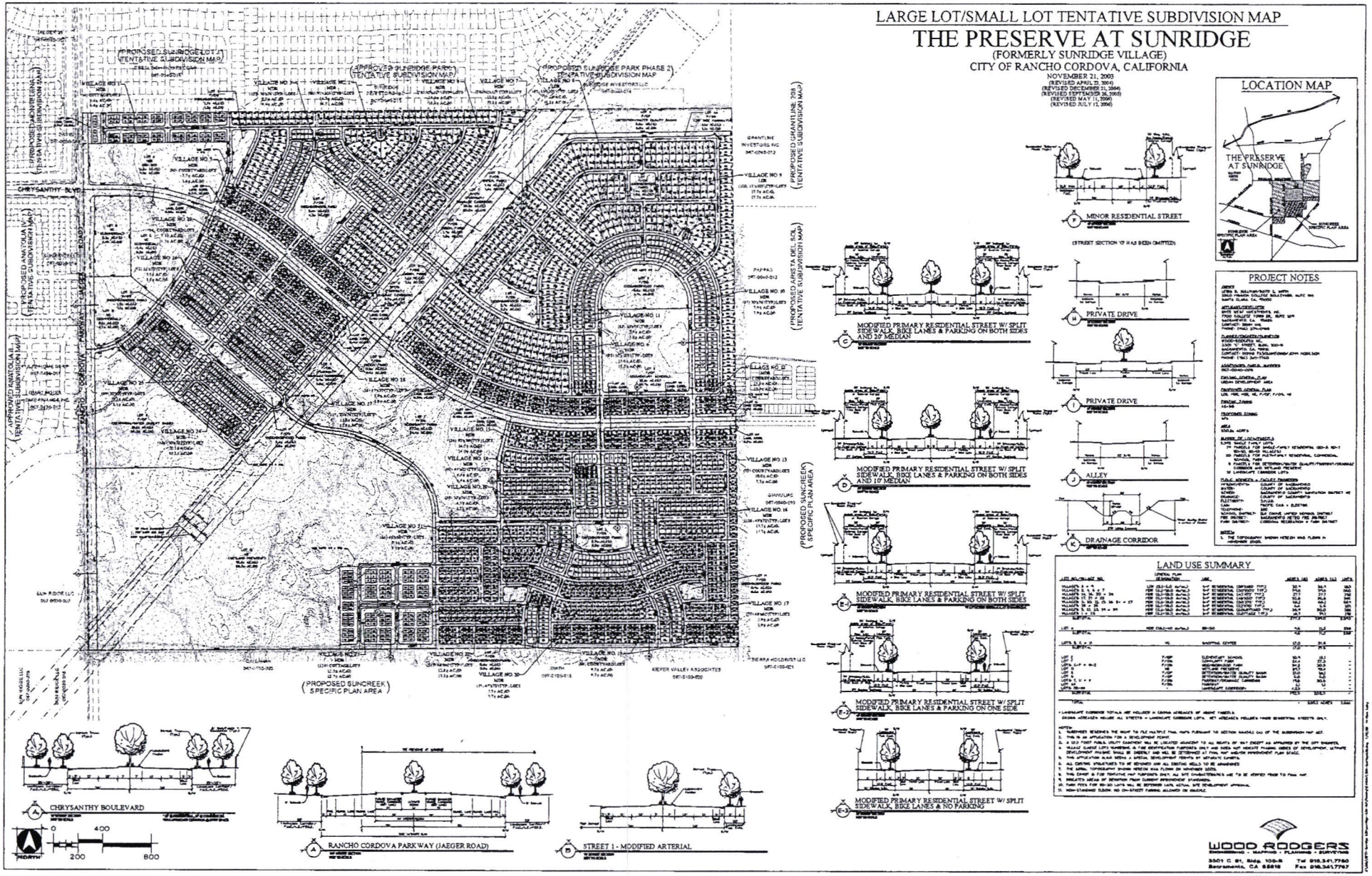

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP
THE PRESERVE AT SUNRIDGE
(FORMERLY SUNRIDGE VILLAGE)
CITY OF RANCHO CORDOVA, CALIFORNIA
NOVEMBER 21, 2003
(REVISED APRIL 23, 2004)
(REVISED DECEMBER 21, 2004)
(REVISED SEPTEMBER 26, 2005)
(REVISED MAY 11, 2006)
(REVISED JULY 12, 2006)
LOCATION MAP
THE PRESERVE AT SUNRIDGE
PROJECT NOTES
LAND USE SUMMARY
MINOR RESIDENTIAL STREET
(STREET SECTION 'I' HAS BEEN OMITTED)
PRIVATE DRIVE
PRIVATE DRIVE
ALLEY
DRAINAGE CORRIDOR
MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES AND 20' MEDIAN
MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES AND 10' MEDIAN
MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES
MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON ONE SIDE
MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & NO PARKING
CHRYSANTHY BOULEVARD
RANCHO CORDOVA PARKWAY (JAEGER ROAD)
STREET 1 - MODIFIED ARTERIAL
(PROPOSED SUNCREEK SPECIFIC PLAN AREA)
(PROPOSED GRANTLINE 208 TENTATIVE SUBDIVISION MAP)
(PROPOSED ARHETA DEL SOL TENTATIVE SUBDIVISION MAP)
(APPROVED SUNRIDGE PARK TENTATIVE SUBDIVISION MAP)
(PROPOSED SUNRIDGE LOT A TENTATIVE SUBDIVISION MAP)
(PROPOSED ANATOLIA IV TENTATIVE SUBDIVISION MAP)
(PROPOSED ANATOLIA III TENTATIVE SUBDIVISION MAP)
WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St., Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767
LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

Exhibit A

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
1.	The development approved by this action is for a Special Planning Area Zone District from AG-80 to the "Preserve Special Planning Area", a Tentative Subdivision Map, not to exceed 2,393 single-family residential lots at various densities ranging from 5 DU/AC to 15 DU/AC and 288 multi-family units at 30 DU/AC not to exceed a total of 2,703 dwellings on 530 acres, as well as a 12.1 acre elementary school, 13.4 acres in neighborhood parks and a 24.4 acre community park, a 17-acre commercial site and 59.3 acres of combined parkways, landscape corridors, detention basins and other open space areas and a 89.7 wetland preserve. A Development Agreement will accompany the approval of the project.	On-Going	Planning	
2.	The Special Planning Area Rezone will be part of the Zoning Code of the City. Should the SPA not address a particular land use issue, the adopted City Zoning Code shall apply, with the determination of the Planning Director.	On-Going	Planning	
3.	The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of the Development Agreement.	Three years, commencing with the date of Planning Commission approval.	Planning	

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4.	The Applicant shall hold harmless the City, its Council Members, its Planning Commission, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	On-Going	Planning	
5.	The applicant shall comply with all the mitigation measures included in the recorded MMRP, adopted with the Environmental Impact Report dated October 2005, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is $10,000. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	On-Going	Planning	
6.	The project shall pay its fair share of the funding needed to construct the following transportation improvements according to the Roadway Sizing Diagram of the Circulation Element of the General Plan. Payment of this fair share shall be satisfied by payment of the City's City-wide Transportation Fee and other supplemental funding in the amount and at the time required by the City's Transportation Fee ordinance. The transportation improvements towards which this fee will be applied include, but are not limited to, the following: a) Construct Zinfandel Drive as a six-lane roadway from Mather Boulevard to Douglas Road.	According to the payment schedule in the Development Agreement	Public Works	

Section 1 Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
b) Widen the segment of Douglas Road between the planned extension of Zinfandel Drive and Sunrise Boulevard from one to three lanes in each direction. c) Widening of Femoyer Street from one to two lanes in each direction between International Drive and Mather Boulevard, construction of Mather Boulevard between Femoyer Street and the planned extension of Zinfandel Drive (south of the Villages of Zinfandel development) as a four-lane roadway. d) Widening of the northbound and southbound approaches to the SR-16/Excelsior Road intersection to provide one exclusive left-turn lane and a shared through/right-turn lane on each approach with protected left-turn phasing. e) Installation of a traffic signal at the SR-16/Eagles Nest Road intersection (No modification of the approach lane configurations are needed). f) Widening of the northbound and southbound approaches to the SR-16/Grant Line Road intersection to provide one exclusive left-turn lane and a shared through/right-turn lane on each approach with protected left-turn phasing. g) Installation of a traffic signal at the intersection of Grant Line Road and White Rock Road and widening the northbound approach to provide on exclusive left-turn and a through lane. h) Participation with the City in the development of roadway capacity			

Section 1 Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
improvements for the Sunrise Boulevard corridor, which may include a combination of roadway improvements analyzed in Scenarios 1 through 6 of the Draft EIR as well as other additional roadway improvements that may be identified in the City's traffic improvement phasing study. i) Implementation of the following improvements to the US-50 corridor: • Installation of ramp metering on the Mather Field Road and Zinfandel Drive eastbound loop on-ramps. • Installation of ramp metering on the Mather Field Road Zinfandel Drive eastbound direct on-ramp. • Construction of an auxiliary lane prior to the Mather Field Road eastbound off-ramp. • Construction of an auxiliary lane after the Mather Field Road eastbound direct on-ramp. • Construction an auxiliary lane after the Zinfandel Drive eastbound direct on-ramp. • Coordination of traffic signal timing of freeway interchanges with adjacent City intersections to minimize impact of vehicles queue spillback onto US-50. • Construction of various parallel facilities to US-50 including improvements to SR-16, the extension of International Drive to			

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Sunrise Boulevard, and the extension of Kiefer Boulevard to Sunrise Boulevard. • The extension of HOV lanes from Sunrise Boulevard to Downtown Sacramento (or an interim project to Watt Avenue). • HOV enhancements to existing interchanges such as bypass lanes at existing metered on-ramps. j) Participation in capital improvements for transit service as well as operational services. k) Widening the eastbound approach to the Grant Line Road/Sunrise Boulevard intersection and construct a second eastbound to northbound left-turn lane. l) Installation of a traffic signal at the Grant Line Road/Kiefer Boulevard intersection with protected left-turn phasing on all approaches. m) Construction of the extension of Hazel Avenue from US-50 to Grant Line Road to a width of two lanes each way. n) Widening of Grant Line Road from one to two lanes each way between Sunrise Boulevard and SR-16 and between Douglas Road and White Rock Road. o) Widening the eastbound approach to the SR-16/Excelsior Road intersection and providing two eastbound to northbound left-turn lanes, which would require widening a Excelsior Road north of			

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SR-16 to provide a lane transition from two to one lane. p) Widening White Rock Road from one lane in each direction to three lanes in each direction to the east and west of the Jaeger Road/White Rock Road intersection and provision of the following lane configurations at the intersection: • Two left-turn lanes, three through lanes, and one right-turn lane on the northbound and southbound approaches. • Two left-turn lanes, three through lanes, and two right-turn lanes on the eastbound and westbound approaches. • Reconfiguration of the Grant Line Roads/Sunrise Boulevard intersection to provide the following • One left-turn lane, one through lane, and one shared through/right-turn lane on the westbound approach. q) Intersection widening and signalization (full Tier 2 improvements) to the Douglas Road/Grant Line Road intersection. r) Intersection widening and signalization at the Sunrise Boulevard/ International Drive intersection at the ultimate configuration per the Circulation Element of the General Plan to the satisfaction of the City Engineer.			

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Prior to Grading or Improvement Plan Approval.			
7.	Applicant shall pay any outstanding staff costs associated with the preparation of the tentative map.	Prior to Issuance of Improvement Plans or grading permit.	Finance	
8.	Applicant shall record the Conditions of Approval/Mitigation Monitoring Report Program and pay recordation fees to the County Recorder's Office.	Prior to Issuance of Improvement Plans, grading permit or recordation of any map.	Planning	
9.	Prior to any ground disturbance activities, the project applicant shall obtain all necessary U.S. Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary California Endangered Species Act permits and Streambed Alteration Agreements from the CDFG, pursuant to the Fish and Game Code.	Prior to Issuance of Improvement Plans, grading permit.	Planning	
10.	CSD-1 shall review and approve a sewer study. The study shall demonstrate how the interim service will be provided to the project prior to and after completion of the Laguna Creek Interceptor. The study shall demonstrate service to any offsite, upstream areas that need to flow through the project area. Developer shall participate in the financing and /or construction of interim Regional sewer facilities to serve the Sunrise/Douglas area. Facilities could include, but are not limited to, lift	Prior to Improvement Plans or Final Map, whichever comes first.	CSD-1	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	stations, lift station pumps, and interceptor force and gravity mains. Required financing mechanisms shall be implemented to the satisfaction of the SRCSD and CSD-1.			
11.	Resolution 11-2006 requires the installation of a dual plumed system, one potable system and one system, a purple pipe system, for irrigation use only in new parks, golf courses, school fields, street medians and commercial/industrial areas. This scenario also includes the installation of the public recycled water distribution systems within new developments. This requirement shall be installed to the satisfaction of the City Engineer, prior to acceptance of the system for public maintenance.	Prior to Improvement Plans	Public Works	
12.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	
13.	Complete and implement a master drainage study for "The Preserve" with approval from County of Sacramento Department of Water Resources of the Public Works Agency.	Prior to Improvement Plans or Final Map, whichever comes first.	Water Resources	
14.	Locate and isolate all water wells. Properly destroy under permit to the Environmental Health Department all wells and septic tanks prior to issuing grading permits or prior to map recordation if grading permits are not issued. Ground water extraction wells for remediation of contaminated ground water shall be reviewed and approved.	At Improvement Plans/ grading permit issuance	Environmental Health	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
15.	All Park Capital Improvement Plans and Specifications for parks and other areas to be owned and maintained by the District must be prepared by a licensed landscape architect mutually acceptable to the District and developer.	Prior to the issuance of improvement plans	Parks	
16.	Developer shall provide adequate drainage facilities to the boundary of the park site at a depth sufficient to accept all drainage requirements for the improved park site. The CRPD and the City shall review and approve the public improvement plans for the street frontages and utilities adjacent to a park site prior to installation.	Prior to the issuance of improvement plans	Parks	
17.	**City Open Space Improvement Agreement** Developer(s) shall enter into an Open Space Improvement Agreement or Agreements with the City and shall prepare improvement plans for the open space improvements within the project that are identified as either Mandatory Open Space areas or Performance Based Open Space areas, consistent with the City's Draft Open Space Standards that shall specify: a) Specific list for improvements to be constructed upon all Open Space lands. b) Timing for construction of improvements on Open Space lands. c) Details for all credits and reimbursements for construction of open space improvements. d) Identification of which improvements will be funded through fees collected by the City and general cost estimates for such improvements. e) Developer shall be obligated to construct street frontage	Prior to the issuance of improvement plans or final map, whichever comes first.	Public Works and Planning	

Section 1 Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
improvements associated with all Open Space lands. Provisions for reimbursement of these costs may, at the City's discretion, be provided through associated Improvement Agreements. **Funding of Open Space Improvements.** The following provisions shall be addressed within the Open Space Improvement Agreements: a) Mandatory Open Space- Developer shall pay fees as adopted at time of building permits. b) Performance Based Open Space- ▪ Developer shall improve Performance Based Open Space lands consistent with standards approved by City of Rancho Cordova. ▪ It is not anticipated that a Citywide fee will be established for improvement of Performance Based Open Space. Developer may propose a fee per unit for Performance Based Open Space, if so desired. **Open Space Land and Improvement Obligations.** The project shall meet the City's Mandatory Open Space and Performance Based Open Space land requirements through a combination of the following: a) 6.0 acres of land (Lots G, I, M, N, O and P) shall be provided as **Neighborhood Greens** with improvements consistent with Neighborhood Greens as described in the City's Draft Open Space Standards or as amended in subsequent adopted City Open Space Standards. For purposes of funding improvements,			

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these lands are considered Mandatory Open Space. b) 4.7 acres (Lots W, X, Y and Z) shall be provided as a combination of **Open Turf/Tree Canopy and Neighborhood Greens** as described in the City's Draft Open Space Standards or as amended in subsequent adopted City Open Space Standards. In addition to typical requirements identified in the City's Open Space standards, the developer shall construct at least one public restroom upon Lots W, X, Y or Z. For purposes of funding improvements, these lands are considered Mandatory Open Space. c) 2.5 acres within the power line corridor, consisting of Lots T, U and V shall be enhanced and amenitized as a combination of **Open Turf/Tree Canopy and Neighborhood Greens** as described in the City's Draft Open Space Standards or as amended in subsequent adopted City Open Space Standards. For purposes of funding improvements, these lands are considered Mandatory Open Space. d) 16.3 acres within the power line corridor Lots T, U and V and the balance of all lands associated with the electrical transmission line corridor, drainage channels and basins and other similar infrastructure facilities shall be designed and generally improved to create an aesthetically pleasing environment, consistent with the Green Infrastructure provisions, within the City's Draft Open Space Standards or as amended in subsequent adopted City Open Space Standards. Additionally, developer shall construct pedestrian crossings of the drainage channel as determined necessary by the City. For purposes of funding improvements, these lands are considered Performance Based Open Space. e) 1.9 acres of **Community Facility Open Space** (Community			

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	Gardens and Amphitheater) shall be satisfied through the payment of land acquisition in lieu fees and associated development fees prior to recordation of the first small lot final map within the project. f) **Green Streets and Paseos.** Developer shall improve enhanced pedestrian street frontages and paseos consistent with the City's Draft Open Space Standards or other standards as adopted by the City. For purposes of funding improvements, these lands are considered Performance Based Open Space. **Trails** The following specifications shall be applied to trails in the project: a) Trails must be located above the 10-year flood plain. b) Open decorative metal fencing shall be required along all residential parcels abutting open space, drainage corridors and parkways, constructed in accordance with plans and specifications approved by the City, unless otherwise specified in these conditions. c) Provide a striped, barrier free pedestrian crossing for the trail system when it crosses a public right of way. d) Developer shall install all required signs for the trail.			
18.	Provide utility stubs into the park site for electricity, water, drainage, phone, and sewer on Improvement Plans. A natural gas stub shall be provided on large neighborhood park sites, community park sites, and where otherwise specified by the District. The District shall give written approval for all locations of utility service points of connection on all land	Prior to Issuance of Improvement Plans	Public Works and Parks	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	to be dedicated or maintained by the Cordova Recreation and Park District, prior to approval of infrastructure construction documents.			
19.	Developer shall rough grade the park site pursuant to the specification of the Cordova Recreation and Park District, so that there are no excessive amounts of dirt or depressions.	Prior to final inspection of the rough grading plan.	Public Works	
20.	All landscape corridor walls shall be of masonry construction using graffiti resistant materials. Wall design and materials shall be subject to City's approval and according to the design approved by the Planning Director.	Prior to Issuance of Improvement Plans	Public Works and Planning	
	Prior to Recordation of a Large Lot Map			
21.	The City may approve the Large Lot Map (Exhibit A1), in advance of the developer securing the US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, provided the large lot map is in substantial compliance with the Large Lot Map, attached to these conditions. No subsequent large lot maps shall be requested until the developer secures the US Army Corps of Engineers permits.	Prior to recordation of the Large Lot Map	Planning	
22.	Grant a Irrevocable Offer of Dedication for those streets to serve the Large Lots, to the satisfaction of the City Engineer.	Prior to recording of the Large Lot Map	Public Works	
23.	Dedicate the right of way for Rancho Cordova Parkway and Chrysanthy Blvd based on the right of way width according to the Special Planning Area Handbook and according to the subdivision map.	Prior to recording of the Large Lot Map	Public Works	

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24.	Dedicate a minimum right or way width of 40 feet or one-half of the proposed right of way; which ever is greater, for Street "1".	Prior to recording of the Large Lot Map	Public Works	
	Prior to Recordation of the Small Lot Map			
25.	**Transportation Improvements**. Residential construction within the Project shall be subject to traffic threshold conditions identified in Exhibit B of the Conditions of Approval to the Tentative Subdivision Maps approved by City Resolution No. 108-2006 ("Threshold Conditions"). However, following a noticed, public hearing, the City Council, at its sole discretion, may waive the application of any or all of the Threshold Conditions. In the event the City Council waives the application of any or all Threshold Conditions, Landowner shall pay a Supplemental Transportation Fee which shall be used to finance transportation projects that the City Public Works Director determines will benefit the City. The projects may be located in the City, the region, or both. The amount of the Supplemental Transportation Fee, including fee escalators tied to CPI or similar cost indexes, the timing of the payment of the Supplemental Transportation Fee, and the manner in which the Supplemental Transportation Fee shall be paid shall be solely within the discretion of the City Council. The Supplemental Transportation Fee shall not be based on any "nexus" requirement. The Supplemental Transportation Fee will be in excess of all applicable "AB 1600" development impact fees that are required to be paid by the Landowner for transportation projects. In deciding the amount of the Supplemental Transportation Fee, the City Council may consider information, including, but not limited to, the Transportation Funding Analysis currently being	Prior to the Recordation of Small Lot Final Maps	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	prepared by the City. Other than the Large Lot Tentative Map identified as part of the Project Approvals, no additional "Large Lot" Subdivision Map, and no Final "Small Lot" Subdivision Map which creates a residential lot upon which a residence could be constructed shall be approved or recorded, nor shall any permit or map for the construction of a non-residential building be approved or issued unless and until the City Council has: 1) decided whether to waive the application of any or all of the Threshold Conditions and instead require the Landowner to pay a Supplemental Transportation Fee; and 2) fixed the amount of the Supplemental Transportation Fee, the timing of the payment thereof, and the manner in which the Supplemental Transportation Fee shall be paid. The decision by the City Council to either maintain the Threshold Conditions or to require the Landowner to pay a Supplemental Transportation Fee shall be made only one time, and shall be irrevocable by the City Council. The decision by the City Council to either maintain the Threshold Conditions or to require the Landowner to pay a Supplemental Transportation Fee shall apply uniformly to the entire Project. The City may not allow or require certain lands within the Project to pay the Supplemental Transportation Fee while subjecting other lands within the Project to the Threshold Conditions.			
26.	Transportation Impact Fees shall be updated, or other provisions for collection of fair share contributions shall be established, to incorporate any offsite mitigation measures within the City of Rancho Cordova that were identified in the Preserve at Sunridge EIR that are not part of the current Transportation Impact Fee program and TDF fees shall be paid.	Prior to the Recordation of Small Lot Final Maps	Public Works	
27.	The following roadway and intersection improvements shall be completed:	Prior to the Recordation of	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	a) Chrysanthy Blvd - New 2-lane roadway from Sunrise Blvd to Jaeger Rd b) Douglas Rd - Widen to 4 lanes from Sunrise Blvd to Americanos Blvd c) Douglas Rd - Widen to 4 lanes from Sunrise Blvd to Mather Blvd d) Jaeger Rd - New 2-lane roadway from Douglas Rd to Kiefer Blvd e) Sunrise Blvd - Widen to 4 lanes from Douglas Rd to SR 16 f) SR 16/Sunrise Blvd intersection – Widen approaches to allow two through lanes and two left turn lanes in each direction with adequate widening for transitions from four lanes to two lanes	Small Lot Final Maps		
28.	The following roadway and intersection improvements shall be completed or under construction: a) Sunrise Blvd - Widen to 6 lanes from Douglas Rd to White Rock Rd b) Zinfandel Dr - New 4 lane roadway from International Dr to Douglas Rd c) White Rock Rd - Improve from Douglas Rd to Prairie City Rd	Prior to the Recordation of Small Lot Final Maps		
29.	The following roadway and intersection improvements shall be completed or under construction when traffic volumes on these roadway segments have an average daily traffic volume of 16,000 vehicles per day or more: a) Douglas Rd - Widen to 4 lanes from Americanos Blvd to Grant Line Rd b) Jaeger Rd - Widen to 4 lanes from Douglas Rd to Kiefer Blvd	Prior to the Recordation of Small Lot Final Maps		
30.	The following roadway and intersection improvements shall be completed	Prior to the		

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	or under construction if building permits for 7,500 dwelling unit equivalents (DUEs) or more have already been issued within area bounded by White Rock Road, Jackson Road, Sunrise Boulevard and Grant Line Road: a) International Dr - New 4-lane roadway from Mather Blvd to Old Placerville Rd b) International Dr - New 4-lane roadway from Kilgore Rd to Sunrise Blvd	Recordation of Small Lot Final Maps		
31.	The following roadway and intersection improvements shall be completed or under construction if building permits for 10,000 dwelling unit equivalents (DUEs) or more have already been issued within area bounded by White Rock Road, Jackson Road, Sunrise Boulevard and Grant Line Road: a) Rancho Cordova Parkway - New 4 to 6 lane roadway from Douglas Rd to US 50 b) New US 50/Rancho Cordova Parkway Interchange	Prior to the Recordation of Small Lot Final Maps		
32.	Prior to the approval or recordation of any small lot final map (a map which creates parcels sized to accommodate typical single family unit construction, or any other lot sized for use by an end user, whether residential or non-residential), the developer shall, for each of the seven roadway improvement projects listed below, (a) submit, to the satisfaction of the City Engineer, 65% complete engineered plans sufficient to identify potential impacts for environmental analysis, permitting and for the acquisition of Right of Way, (b) submit to the City	Prior to the Recordation of Small Lot Final Maps		

Section 1 Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
first drafts of state and/or federal environmental permit application materials, (c) advance estimated costs for CEQA documentation, and (d) submit signed engineered plat maps and descriptions for Right of Way acquisition to the City Engineer. a) The construction of Zinfandel Drive as a six-lane roadway from Mather Boulevard to Douglas Road. b) The widening of the segment of Douglas Road between the planned extension of Zinfandel Drive and Sunrise Boulevard from one to three lanes in each direction. c) The construction of the Zinfandel Drive Extension between International Drive and Mather Boulevard as a six-lane roadway. d) The widening of Sunrise Boulevard between Kiefer Boulevard and SR-16 from one to three lanes in each direction. e) The widening of Sunrise Boulevard to 6-lanes between Douglas Road and Kiefer Boulevard f) The construction of the extension of International Drive between Kilgore Road and Sunrise Boulevard as a six-lane roadway, which requires the installation of a traffic signal and the widening the approaches to the Sunrise Boulevard/International Drive intersection to include the following lane configurations: two left-turn lanes, three through lanes, and one right-turn lane on the northbound approach, a separate right-turn lane on the southbound approach, and one left-turn lane, one through lane,			

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	and two right-turn lanes on the eastbound approach. The intersection shall be designed to the satisfaction of the City Engineer. Easterly leg of the intersection to remain a two-lane road until such time as determined by the City Engineer. g) The construction of an at-grade intersection enhancement at the intersection of Douglas Road and Sunrise Boulevard with three separate left-turn lanes and two separate right-turn lanes.			
33.	Property Owner/Applicant shall provide a funding mechanism for maintenance of frontage and median landscaping by annexation to the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to Recordation of the Subdivision Map	Public Works	
34.	Property Owner/Applicant shall provide a funding mechanism for maintenance services for all new public improvements associated with the project including but not limited to dedicated mandatory open space and performance based open space, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, and street lights. This may be accomplished through annexation to the City Road Maintenance Assessment District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to Recordation of the Subdivision Map	Public Works	
35.	Property Owner/Applicant shall participate in the provision of a variety of Transportation Demand Management (TDM) services to implement an overall strategy that will contribute to the goal of reducing vehicle trips to improve mobility and coincidentally reduce air quality impacts. This shall be accomplished by voting to approve a special tax for the parcels	Prior to Recordation of the Subdivision Map	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	created by the project. All costs associated with the election shall be borne by the Property Owner/Applicant.			
36.	Dedicate a standard 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public street rights of ways for all units that take front access. Alley loaded homes shall locate water and sewer facilities in the street and all other utilities shall be located in the alley, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
37.	Dedicate the 25-foot wide Landscape Corridors, adjacent to Jaeger Road and Chrysanthy Blvd. as public utility easements for underground facilities and appurtenances. Annexation to Lighting and Landscape District for on going maintenance of the landscape lots is required.	Prior to Recordation of the Subdivision Map	Public Works	
38.	Dedicate to the City right-of-way on Rancho Cordova Parkway, based on a modified 106-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer. The half street section is described as follows: 7 feet of center median, 38 feet of travel lane, 5 feet striped bike lane, 3 feet curb and gutter. Bike lane configuration may be amended at the discretion of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
39.	Dedicate to the City right-of-way on Chrysanthy Blvd. based on a modified 76-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer. The half street section is described as follows: 7 feet of center median, 22 feet of travel lane, 4 feet stripped bike lane, 3 feet curb and gutter. A grade separated	Prior to Recordation of the Subdivision Map	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	crossing shall be provided for the bike lane within the power line corridor that crosses Chrysanthy Blvd. to the satisfaction of the City Engineer.			
40.	Dedicate to the City all the right-of-ways on shown on the Tentative Map and install or bond for public street improvements, consistent with the cross sections shown within the Special Planning Area Handbook and to the satisfaction of the City Engineer. The minimum sidewalk width for any improvement shall be 5 feet.	Prior to Recordation of the Subdivision Map	Public Works	
41.	The proposed public street entrances from Jaeger Road and Chrysanthy Blvd shall be a minimum of 50 feet in width for a distance of 100 feet pursuant to the Sacramento County Improvement Standards and to the satisfaction of the Department of Transportation of the Public Works Agency.	Prior to Recordation of the Subdivision Map	Public Works	
42.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to Recordation of the Subdivision Map	Public Works	
43.	Property Owner/Applicant shall work with Cordova Recreation and Park District to provide a funding mechanism for maintenance of park landscaping and associated facilities. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to Recordation of the Subdivision Map	Public Works	
44.	In order to obtain sewer service, sewer easements may be required for	Prior to	CSD-1	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	the construction of public collector and trunk sewer to the satisfaction of CSD-1. Design of public sewer shall be coordinated with and approved by CSD-1. All sewer easements shall be dedicated to CSD-1, be 20 feet in width and ensure continuous access for maintenance. Sacramento County Improvement Standards apply to any on-site sewer construction.	Recordation of the Subdivision Map		
45.	Developer/applicant shall pay any SCWA development fee or development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development, as determined by the Sacramento County Department of Water Resources of the Public Works Agency.	Prior to Recordation of the Subdivision Map	Water Supply	
46.	Offsite drainage improvements and easements shall be provided pursuant to the Sacramento County Floodplain Management Ordinance, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
47.	Annex to the County of Sacramento Storm water Utility pursuant to the Sacramento County Water Agency Code, and the Sacramento County Improvement Standards.	Prior to Recordation of the Subdivision Map	Water Resources	
48.	Provide drainage easements and install or bond for facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Prior to Recordation of the Subdivision Map	Water Resources	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
49.	Dedicate or pay in lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code, or as stipulated in the Development Agreement for the project. Dedications and improvement shall be in accordance with Section 6.4.1 of the City's Development Agreement.	Prior to Recordation of the Subdivision Map	Planning	
50.	The Wetland Preserve Lot shall have a maintenance entity and preservation plan, approved by the Planning Director, that is consistent with the permit provisions of the Army Corp of Engineers.	Prior to Recordation of the Subdivision Map	Planning	
51.	Developer shall deliver a certificate from the Cordova Recreation and Park District stating that all Administrative and Plan Review Fees required by the District have been paid and the Park Improvement Agreement has been executed.	Prior to Small Lot Final Map Recordation	Parks	
52.	The Developer shall record a "Notice of Active Recreational Park Use" in a form approved by the Cordova Recreation and Park District, which encumbers all lots within 1000 feet of any park site.	Prior to Small Lot Final Map Recordation	Parks	
	Prior to the Issuance of Building Permits			

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
53.	Applicant shall pay any outstanding staff costs associated with the preparation of the final map.	Prior to Issuance of first Building Permit.	Finance	
54.	Prior to the issuance of the 1600th building permit for the project, the following transportation improvements shall be under construction. As used in this condition, the term "under construction" shall mean that all required permits (local, state, and federal) shall have been secured, a contract for construction of the improvement shall have been fully executed, and labor, materials and/or completion bonds shall have been delivered as required by such construction contract. a) Prepare a traffic operations analysis and install a traffic signal and intersection modifications to the satisfaction of the City Engineer at the Douglas Road/Grant Line Road intersection. b) Widen Sunrise Boulevard between Kiefer Boulevard and SR-16 from one to two lanes in each direction.	Prior to Building Permit Issuance	Public Works and Building	
55.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Prior to abandoning any existing agricultural wells, applicant shall use water from the agricultural wells for grading and construction of the project or any phase to the satisfaction of the Building Official.	Prior to Building Permit Issuance	Building	
56.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Metro Fire District, prior to any combustible construction or combustible	Prior to the Issuance of Building	Fire	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	materials storage on site.	Permits		
57.	Final design review plans for all development shall be reviewed and approved to assure compliance with all ordinance requirements and the adopted design review ordinance of the City.	Prior to the Issuance of Building Permits	Planning	
58.	Improvement connection fees for CSD-1 shall be paid.	Prior to the Issuance of Building Permits	CSD-1	
59.	Developer shall construct or bond for the installation of all dedicated rights of way and traffic control devices, pursuant to Sacramento County Improvement Standards and modified street plans herein, to the satisfaction of the City Engineer.	Prior to the Issuance of Building Permits	Public Works	
60.	The developer shall submit complete landscape planting and irrigation plans for corridor landscaping to the City for review and approval.	Prior to the Issuance of Building Permits	Planning	
61.	Developer shall provide a construction phasing plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Prior to the issuance of Building Permits for each Village	Public Works	
62.	Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of the Sacramento County Water Agency.	Prior to the Issuance of Building Permits	Water Supply	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
63.	The developer/applicant shall acquire property and construct groundwater extraction, treatment, pumping and water storage facilities for the SCWA and shall transfer any and all rights thereto to the SCWA. Credits and/or reimbursements due developer/applicant as a result of the construction of such facilities shall be granted pursuant to the terms of the adopted Finance Plan.	Prior to the Issuance of Building Permits	Water Supply	
64.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.	Prior to the Issuance of Building Permits	Water Supply	
	Prior to Final Inspection			
65.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted for maintenance until the downstream sewer system serving the project is also accepted for maintenance.	Prior to Final Inspection of the first unit	CSD-1	
66.	All streets providing access to the homes shall be constructed and accepted for maintenance, to the satisfaction of the City Engineer.	Prior to Final Inspection	Public Works	
67.	The developer of the project shall disclose to future / potential owners buyers, adjacent to the Rancho Cordova Parkway and Chrysanthy Blvd of the potential and existing 69kV line.	Prior to Final Inspection	SMUD	
68.	Developer shall construct all necessary street frontage improvements	At the time of	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	abutting the dedicated park site including, but not limited to, on street parallel parking, vertical curb, gutter, street paving, utilities (water, sewer, electrical, storm drain, phone, and gas), street lights, and sidewalks. Credits and/or reimbursements shall be available as provided in the Fee Nexus Study and /or Park Improvement Agreement.	Park Construction	and Parks	
69.	Where the park site abuts other non-residential land uses, other than public street frontages, developer shall install a six foot high masonry wall or decorative metal fencing or otherwise approved by CRPD and Planning, which will be built to the specifications of CRPD. When homes adjoin a park, this condition does not apply. The approved wall or fence shall be installed when CRPD is ready to develop the park or when the construction on the adjoining lots commences, whichever comes first. The wall or approved fence is to be located on the adjacent owner's property. Accordingly, general maintenance, repair or replacement of the wall or fence shall be the responsibility of the owner, not the CRPD. The District will be responsible solely for graffiti removal on the exterior portion of the wall, which faces District, or the City property.	At the Time of Park Construction	Planning and Parks	
70.	Improve the landscaped lots (bb-kk) according to the approved plans. A 6 foot minimum sidewalk shall be constructed through the corridors. Layout of the sidewalk shall be reviewed and approved by the Planning and Public Works Directors. All improvement shall be reviewed and accepted by the Planning Director, prior to assuming maintenance responsibility.	Prior to Final Inspection of the first unit	Planning and Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
71.	Construct a minimum 6-foot high sound barrier, according to the design in the SRSP, along the easterly property line of all lots bordering Jaeger Road and those lots bordering Chrysanthy Blvd. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of Planning Director. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for motorists approaching the intersection. Where the noise barrier approaches the wetlands along Rancho Cordova Parkway and Chrysanthy Blvd, the barrier shall be wrapped around the corner lots. The wrapping wall shall gradually taper to 6 feet in height over the wrapping distance to the satisfaction of the Planning Director.	Prior to Final Inspection	Planning	

General Information and Compliance Items:
The following items are noted for the applicant's information. These items are required by other local agencies, the City, state or federal agencies, and are not conditions of approval of the project.

1. Though not required, it is recommended that all single-family dwellings be equipped with an automatic fire sprinkler system. As approximately 80% of all fire deaths occur in residential dwellings, these life safety systems drastically improve the occupant's chance of surviving a fire. (Fire Department)
2. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
3. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Fire Department)
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Gas service may be available to this project if desired. The developer should contact PG&E Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PG&E)
6. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
7. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
8. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
9. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
10. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
11. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources)

12. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
13. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

Section 2: Mitigation Measures

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
MM 4.3.5	The proposed project site shall be specifically inspected for water supply wells, septic tanks, leach lines, and cisterns. All water supply wells shall be properly destroyed via the well abandonment procedures of the County Environmental Health Division. All septic tanks, leach lines, and cisterns shall be located, removed, and backfilled in accordance with the recommendations of a qualified geotechnical engineer.	Prior to the approval of improvement plans.	City of Rancho Cordova Planning Department and the Sacramento County Environmental Health Department.	
MM 4.3.6a	The abandoned water tank, associated truck bed, and all debris, trash, discarded, and/or out-of-operation items shall be removed from the project site and properly disposed of or recycled off-site.	Prior to grading, excavation, and site preparation activities.	City of Rancho Cordova Planning Department.	
MM 4.3.6b	If USTs are discovered during site preparation activities, procedures to remove the tank shall be undertaken in accordance with City of Rancho Cordova and EMD standards and regulations. Development of the site shall not commence until the site is deemed remediated and clear of USTs, for development by the City in consultation with the EMD.	Ongoing during all grading, excavation, and site preparation activities.	City of Rancho Cordova Planning Department and the Sacramento County Environmental Health Department.	
MM 4.4.1a	Widen Femoyer Street from one to two lanes in each direction between International Drive and Mather Boulevard, construct Mather Boulevard between Femoyer Street and the planned extension of Zinfandel Drive (south of the Villages of Zinfandel development) as a four-lane roadway, and construct Zinfandel Drive as a four-lane roadway from Mather Boulevard to Douglas Road. This improvement will provide LOS D or	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and the project's development	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	better operations.	agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable.		
MM 4.4.1b	Widen the segment of Douglas Road between the planned extension of Zinfandel Drive (referenced in MM 4.4.1a) and Sunrise Boulevard from one to two lanes in each direction. This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and the project's development agreement. However, these improvements shall be in place prior	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable.		
MM 4.4.1c	Construct improvements identified in mitigation measures MM 4.4.1a and MM 4.4.1b and construct the Zinfandel Drive Extension between International Drive and Mather Boulevard as a four-lane roadway. This improvement will reduce the daily traffic volume on the segment of Sunrise Boulevard between Folsom Boulevard and White Rock Road by about 1,700 vehicles per day, which would reduce the V/C ratio to within the 0.05 of the V/C ratio under "No Project" conditions, which would satisfy the City's significance threshold for roadways. However, the LOS would remain at E.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	
MM 4.4.1d	Widen the segment of Sunrise Boulevard between Kiefer Boulevard and SR-16 from one to two lanes in	The project's fair-share participation in	City of Rancho Cordova Public	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	each direction. This improvement will provide LOS D or better operations.	this improvement and the associated timing of this improvement shall be identified in project conditions of approval and the project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable.	Works Department.	
MM 4.4.2a	Widen the northbound and southbound approaches to the SR 16/Excelsior Road intersection to provide one exclusive left-turn lane and a shared through/right-turn lane on each approach with protected left-turn phasing. This improvement will provide LOS D or better	The project's fair-share participation in this improvement and the associated timing of this improvement	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	operations.	shall be identified in project conditions of approval and/or the project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions. Improvements to this intersection shall be coordinated with Caltrans and Sacramento County.		
MM 4.4.2b	Install a traffic signal at the SR 16/Eagles Nest Road intersection (No modification of the approach lane configurations are needed). This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions. Improvements to this intersection shall be coordinated with	City of Rancho Cordova Public Works Department.	

Section 2: Mitigation Measures

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		Caltrans and Sacramento County.		
MM 4.4.2c	Widen the northbound and southbound approaches to the SR 16/Grant Line Road intersection to provide one exclusive left-turn lane and a shared through/right-turn lane on each approach with protected left-turn phasing. This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Caltrans and Sacramento County.	City of Rancho Cordova Public Works Department.	
MM 4.4.2d	Install a traffic signal at the Douglas Road/Grant Line Road intersection (No modification of the approach lane configurations are needed). This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		Sacramento County.		
MM 4.4.2e	Widen Sunrise Boulevard between Douglas Road and just south of Chrysanthy Boulevard (to provide transition from the six and four-lane sections) from two to three lanes in each directions and widen the northbound, southbound, eastbound, and westbound approaches to the Douglas Road/Sunrise Boulevard intersection to provide the following lane configurations: • Two left-turn lanes, three through lanes, and one right-turn lane on the northbound approach • Two left-turn lane, three through lanes, and one right-turn lane on the southbound approach • Two left-turn lane, two through lanes, and one right-turn lane on the eastbound approach • Two left-turn lanes, one through lane, a shared through/right-turn lane, and one right-turn lane on the westbound approach This improvement will reduce the impact of the project at this intersection; however, the intersection will still operate at LOS F.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	
MM 4.4.2f	Implement Mitigation Measures MM 4.4.1a, MM4.4.1b, and MM4.4.1c and construct the extension of International Drive between Kilgore Road and Sunrise Boulevard as a four-lane roadway. This improvement would require installation of a traffic signal and widening of Sunrise Boulevard to accommodate two left-turn	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	pockets on the northbound approach and a separate right-turn lane on the southbound approach. This improvement will reduce the impact of the project at this intersection; however, the intersection will still operate at LOS F.	project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Sacramento County.		
MM 4.4.2g	Install a traffic signal and widen the northbound approach to provide an exclusive left-turn lane and a through lane. This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions. Improvements to this intersection shall be coordinated with Sacramento County.	City of Rancho Cordova Public Works Department.	
MM 4.4.3	The project applicant shall participate with the City in the development of roadway capacity improvements for the Sunrise Boulevard corridor, which may include a combination of roadway improvements analyzed in	The project's fair-share participation in these improvements and the associated	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Scenarios 1 through 6 of the Draft EIR as well as other additional roadway improvements that may be identified in the City's traffic improvement phasing study.	timing/phasing of these improvements and potential phasing of project site development shall be identified in project conditions of approval and/or the project's development agreement.		
MM 4.4.4	Implement the following improvements to the US-50 corridor: • Installation of ramp metering on the Mather Field Road and Zinfandel Drive eastbound loop on-ramps. • Installation of ramp metering on the Mather Field Road Zinfandel Drive eastbound direct on-ramp. • Construction of an auxiliary lane prior to the Mather Field Road eastbound off-ramp. • Construction of an auxiliary lane after the Mather Field Road eastbound direct on-ramp. • Construction of an auxiliary lane after the Zinfandel Drive eastbound direct on-ramp. • Coordination of traffic signal timing at freeway interchanges with adjacent City intersections to minimize impact of vehicles queue spillback onto US-50. • Construction of various parallel facilities to US-50	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Caltrans and Sacramento County (as necessary).	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	including improvements to SR 16, the extension of International Drive to Sunrise Boulevard, and the extension of Kiefer Boulevard to Sunrise Boulevard. • The extension of HOV lanes from Sunrise Boulevard to Downtown Sacramento (or an interim project to Watt Avenue). • HOV enhancements to existing interchanges such as bypass lanes at existing metered on-ramps.			
MM 4.4.5	The project shall participate in capital improvements for transit service as well as operational services.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Transit (as necessary).	City of Rancho Cordova Public Works Department.	
MM 4.4.7	Widen Sunrise Boulevard from White Rock Road to just south of Douglas Road from two to three lanes in each direction. This improvement would require modification to the Sunrise Boulevard/Douglas Road intersection. This improvement will provide LOS D or better	The project's fair-share participation in this improvement and the associated timing of this improvement	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	operations.	shall be identified in project conditions of approval and the project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable.		
MM 4.4.8a	Widen the eastbound approach to the Grant Line Road/Sunrise Boulevard intersection and construct a second eastbound to northbound left-turn lane. This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		project's development agreement. Improvements to this intersection shall be coordinated with Sacramento County.		
MM 4.4.8b	Install a traffic signal at the Grant Line Road/Kiefer Boulevard intersection with protected left-turn phasing on all approaches. This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Sacramento County.	City of Rancho Cordova Public Works Department.	
MM 4.4.8c	Install a traffic signal at the Douglas Road/Grant Line Road intersection as identified under Mitigation Measure MM 4.4.2d and widen the northbound an southbound approaches to include the following lane configurations: • One left-turn lane and a separate through lane on the northbound approach • One right-turn lane and a separate through lane on	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	the southbound approach.	Improvements to this intersection shall be coordinated with Sacramento County.		
MM 4.4.8d	In addition to the improvements identified in under Mitigation Measures MM 4.4.2e, the westbound approach of the Douglas Road/Sunrise Boulevard intersection shall consist of two left-turn lanes, two through lanes, and one right-turn lane. This improvement will reduce the impact of the project at this intersection; however, the intersection will still operate at LOS F.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	
MM 4.4.8e	In addition to the improvements identified under mitigation measures MM 4.4.1a, MM 4.4.1b and MM 4.4.1c and MM 4.4.2f, widen the northbound and eastbound approaches to the Sunrise Boulevard/International Drive intersection to include the following lane configurations: • Two left-turn lanes, three through lanes, and one right-turn lane on the northbound approach • One left-turn lane, one through lane, and two right-turn lanes on the eastbound approach This improvement would reduce the impact of the project at this intersection; however, the LOS would remain F.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	

Section 2: Mitigation Measures

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
MM 4.4.12a	Construct the extension of Hazel Avenue from US-50 to Grant Line Road to a width of two lanes each way as a four-lane facility. This improvement lies outside the City of Rancho Cordova. This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Sacramento County.	City of Rancho Cordova Public Works Department.	
MM 4.4.12b	Widen the segment of Douglas Road (from Sunrise Boulevard to Jaeger Road) from two to three lanes in each direction. This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions.	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
MM 4.4.12c	Widen the segment of Chrysanthy Boulevard (Jaeger Road to Americanos Boulevard) from two to three lanes in each direction. This improvement will provide LOS D or better operations. This mitigation measure may not ultimately required if additional traffic analysis associated with the City of Rancho Cordova Interim General Plan Circulation Plan in the project area determine that this additional widening is unnecessary to maintain LOS D or better conditions.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and the project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable.	City of Rancho Cordova Public Works Department.	
MM 4.4.12d	Widen Grant Line Road from one to two lanes each way between Sunrise Boulevard and SR 16 and between Douglas Road and White Rock Road and	The project's fair-share participation in this improvement and	City of Rancho Cordova Public Works	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	implement Mitigation Measure MM 4.4.12a. This improvement would reduce the impact of the project on Sunrise Boulevard corridor; however, the LOS would remain F.	the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Sacramento County.	Department.	
MM 4.4.12e	Widen the segment of Jaeger Road (from White Rock Road to Douglas Road) from two to three lanes in each direction. This improvement will provide LOS D or better operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. However, these improvements shall be in place prior to LOS E operational conditions.	City of Rancho Cordova Public Works Department.	
MM 4.4.12f	Widen Jaeger Road (from Douglas Road to Chrysanthy Boulevard) from two to three lanes in each direction. This improvement would not improve the operation of the Sunrise Boulevard corridor.	The project's fair-share participation in this improvement and the associated timing of this improvement	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		shall be identified in project conditions of approval and/or the project's development agreement.		
MM 4.4.13a	Widen the eastbound approach to the SR-16/Excelsior Road intersection and provide two eastbound to northbound left-turn lanes, which would require widening Excelsior Road north of SR-16 to provide a lane transition from two to one lane. This improvement would reduce the impact of the project at this intersection and provide LOS D operations. This intersection lies outside the City of Rancho Cordova city limits.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Sacramento County.	City of Rancho Cordova Public Works Department.	
MM 4.4.13b	Associated with the implementation of Mitigation Measures MM 4.4.2d and MM 4.4.8c, provide a protected left-turn phasing on the northbound approach at the Douglas Road/Grant Line Road intersection. This improvement would reduce the impact of the project at this intersection and provide LOS B operations.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		intersection shall be coordinated with Sacramento County.		
MM 4.4.13c	In addition to implementation of Mitigation Measures MM 4.4.12a and d, construct at-grade intersection enhancements (e.g., three separate left-turn lanes and two separate right-turn lanes). This improvement would improve operations at the intersection; however, the LOS would remain F during the AM and PM peak hours with V/C ratios near 2.00 during the PM peak hour.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	
MM 4.4.13d	In addition to the implementation of the intersection improvements identified under Mitigation Measure MM 4.4.8e, the eastbound approach of the Sunrise Boulevard/International Drive intersection shall be modified to consist of two left-turn lanes, a shared through/right-turn lane, and one right-turn lane on the eastbound approach.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	
MM 4.4.13e	In addition to the implementation of Mitigation Measure MM 4.4.12b, construct the following lane configurations at the intersection: • Two left-turn lanes, three through lanes, and one right-turn lane on all approaches.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	This improvement would reduce the impact of the project at this intersection; however, the LOS would remain F. The addition of a second eastbound right-turn lane would provide LOS D operations during the PM peak hour; however, the second right-turn lane would increase pedestrian crossing distance.	project conditions of approval and/or the project's development agreement.		
MM 4.4.13f	In addition to the implementation of Mitigation Measure MM 4.4.12b, construct the following lane configurations at the Douglas Road/Americanos Boulevard intersection: • Two left-turn lanes, two through lanes, and one right-turn lane on the northbound and southbound approaches • Two left-turn lanes, three through lanes, and one right-turn lane on the eastbound approach • Two left-turn lanes, three through lanes, and two right-turn lane on the westbound approach • Widening of Douglas Road east of Americanos Boulevard to accommodate a lane transition from six to four lanes • The addition of three northbound and southbound through lanes with transition to four lanes. Intersection operations would be improved to LOS E.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
MM 4.4.13g	In addition to the implementation of Mitigation Measures MM 4.4.12a and d, widen the westbound approach to provide the following lane configurations at the intersection: • Three through lanes and one right-turn lane on the northbound approach • Two left-turn lanes and three through lanes on the southbound approach • Two left-turn lanes and two right-turn lanes on the westbound approach This improvement would reduce the impact of the project at this intersection; however, the LOS would remain F during the AM peak hour and LOS E during the PM peak hour.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Sacramento County.	City of Rancho Cordova Public Works Department.	
MM 4.4.13h	In addition to the implementation of Mitigation Measure MM 4.4.12e, provide the following lane configurations at the intersection: • Two left-turn lanes, three through lanes, and one right-turn lane on the northbound and southbound approaches • Two left-turn lanes, two through lanes, and one right-turn lane on the eastbound and approach • Two left-turn lanes, two through lanes, and two right-turn lanes on the westbound approaches	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and the project's development agreement. However, these improvements shall be in place prior to LOS E operational	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	This improvement would require widening Jaeger Road south of Chrysanthy Boulevard to accommodate a lane transition from six total lanes to four total lanes. The intersection would operate at LOS C with this improvement.	conditions unless otherwise agreed to by the City. Any agreement by the City waiving the LOS E implementation trigger would require that the particular transportation improvement be constructed as soon as implementation/construction becomes practicable.		
MM 4.4.13i	Widen White Rock Road from one lane in each direction to three lanes in each direction to the east and west of the Jaeger Road/White Rock Road intersection and provide the following lane configurations at the intersection: • Two left-turn lanes, three through lanes, and one right-turn lane on the northbound and southbound approaches • Two left-turn lanes, three through lanes, and two right-turn lanes on the eastbound and westbound approaches This improvement would also require improvements at the Americanos and Grant Line Road intersection to accommodate the number of through lanes on White	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Rock Road. This improvement would reduce the impact of the project at this intersection; however, the LOS would remain F.			
MM 4.4.13j	In addition to the implementation of Mitigation Measure MM 4.4.12d, the following lane configurations shall be made at the Grant Line Road/Sunrise Boulevard intersection: • One left-turn lane, one through lane, and one shared through/right-turn lane on the westbound approach. This improvement would provide operations of LOS D or better.	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval and/or the project's development agreement. Improvements to this intersection shall be coordinated with Sacramento County.	City of Rancho Cordova Public Works Department.	
MM 4.5.2a	The project's commercial uses shall incorporate the best available practices/technology to ensure that the rooftop mechanical equipment is shielded from proposed residential uses or placed within equipment rooms to avoid exceedance of applicable City noise standards illustrated in **Table 4.5-3.**	Prior to the issuance of building permits.	City of Rancho Cordova Planning and Public Works Departments.	
MM 4.5.2b	Mechanical equipment associated with the proposed grocery store food cold storage, all air conditioning systems for the smaller uses, and the rooftop	Prior to the issuance of building permits for the grocery store.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	mechanical equipment constructed for the proposed grocery store shall be located within equipment rooms, acoustical enclosures, or shielded from view of adjacent residential uses by use the best available practices/technology to ensure applicable noise standards (**see Table 4.5-3**) are not exceeded. Implementation of this measure shall carry through Design Review.	Verification shall occur prior to the issuance of Certificates of Occupancy.		
MM 4.5.2c	The commercial loading dock associated with the proposed grocery store shall be relocated at a distance from the nearest proposed residences not to exceed the noise standards identified in **Table 4.5-3**; or The commercial loading dock associated with the proposed grocery store shall be shielded from view of the nearest residences by intervening commercial structures; or The commercial loading dock area shall be shielded from view from nearby proposed residences by a solid noise barrier 8 feet in height. The identified location for such a barrier is shown on the conceptual site plan for the commercial area on **Figure 4.5-3**. Implementation of this measure shall carry through Design Review.	Prior to the issuance of building permits for the grocery store. Verification shall occur prior to the issuance of Certificates of Occupancy.	City of Rancho Cordova Planning Department.	
MM 4.5.2d	Commercial deliveries within 100 feet of residential uses shall be limited to daytime hours (7:00 am to 9:00 pm). Develop a delivery plan/manual and submit a	Verification shall occur prior to the issuance of Certificates of	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	copy to the Planning Department for review prior to the issuance of Certificates of Occupancy. The plan/manual shall include limitations on delivery hours and shall be posted on the premises. Additionally, permanent signs specifying delivery hour limitations shall be posted in the delivery areas of the premises.	Occupancy.		
MM 4.5.2e	Commercial delivery trucks shall be prohibited from idling within 100 feet of residential uses during the hours from 9:00 pm to 7:00 am. Develop a delivery plan/manual and submit a copy to the Planning Department for review prior to the issuance of Certificates of Occupancy. The plan/manual shall include limitations on delivery hours and shall be posted on the premises. Additionally, permanent signs specifying delivery hour limitations shall be posted in the delivery areas of the premises.	Verification shall occur prior to the issuance of Certificates of Occupancy.	City of Rancho Cordova Planning Department.	
MM 4.5.4	The following specifications shall be required for all construction contractors and are applicable to all construction activities: • Construction activities involving heavy equipment (e.g., trenching, grading, bobcats, jackhammers, etc.) shall be prohibited on Sundays and federal holidays and limited to hours in accordance with the Rancho Cordova standards listed in **Table 4.5-3** (7	Prior to approval of grading and improvement plans and ongoing during all construction activities.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	a.m. to 10 p.m.) Monday – Saturday; and • All fixed construction equipment (e.g., compressors, generators, mixers, etc.) shall be located as far as feasibly possible from existing developments and potential sensitive receptors; and • All intake and exhaust ports on power construction equipment and impacts tools shall be equipped with the latest noise muffling technology; and • All internal combustion construction equipment shall be tuned and in proper operating condition.			
MM 4.5.6a	Outdoor activity areas (backyards or patio areas) of the residences proposed adjacent to Jaeger Road and Chrysanthy Boulevard shall be located on the opposite side of the residence from the roadway (thereby having the residential structure shield the sensitive outdoor areas from excessive traffic noise); or A solid noise barrier should be constructed adjacent to these individual outdoor activity areas to intercept line of sight to the adjacent roadway noise sources. The project applicant shall demonstrate compliance with City noise standards under either of the above options.	Prior to the issuance of building permits.	City of Rancho Cordova Planning Department.	
MM 4.5.6b	Mechanical ventilation (air conditioning) shall be provided for all residences located within this development to allow occupants to close doors and	Prior to the issuance of building permits.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	windows as desired to achieve acoustical isolation.			
MM 4.5.6c	All bedroom windows of the residences constructed adjacent to Jaeger Road from which the roadway is visible shall have a minimum Sound Transmission Class (STC) rating of 30. If sound walls are constructed to mitigate first floor noise levels, this measure would only be applicable to second floor areas of these residences.	Prior to the issuance of building permits.	City of Rancho Cordova Planning Department.	
MM 4.6.1a	The project shall ensure that emissions from all off-road diesel powered equipment used on the project site do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired immediately, and SMAQMD shall be notified within 48 hours of identification of non-compliant equipment. A visual survey of all in-operation equipment shall be made at least weekly, and a monthly summary of the visual survey results shall be submitted throughout the duration of the project, except that the monthly summary shall not be required for any 30-day period in which no construction activity occurs. The monthly summary shall include the quantity and type of vehicles surveyed as well as the dates of each survey. The SMAQMD and/or other officials may conduct periodic site inspections to determine compliance. Nothing in this section shall supercede other SMAQMD or state rules or regulations. Prior to issuance of a grading permit, the	Prior to approval of any plans or permits and throughout construction activities.	City of Rancho Cordova Planning Department and SMAQMD.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	applicant/developer shall incorporate the following measures into the construction contract documents, which shall be submitted for the review and approval of the City Engineer: • Strict compliance with SMAQMD's Rule 403 shall be written into construction contracts. • Keep soil moist at all times. • Maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer). • Use emulsified diesel or diesel catalysts on applicable heavy-duty construction equipment. • Water soil piles three times daily.			
MM 4.6.1b	In order to fully mitigate the construction related emissions, applicant shall pay SMAQMD an off-site mitigation fee as specified in the construction mitigation spreadsheet, which is attached in Appendix 4.6 of this EIR.	The fee will be paid in total or as tentative maps get approved prior to issuance of any grading permit and/or ground disturbance.	City of Rancho Cordova Planning Department and SMAQMD.	
MM 4.6.2	The project shall provide a plan for approval by SMAQMD demonstrating that the heavy-duty (> 50 horsepower) off-road vehicles to be used in the construction project, including owned, leased and subcontractor vehicles, will achieve a project wide fleet-average 20 percent NO_x reduction and 45 percent particulate reduction compared to the most recent	Prior to ground disturbance and throughout construction activities. SMAQMD verification that the project is in substantial	City of Rancho Cordova Planning Department and SMAQMD.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	CARB fleet average at time of construction; and the project sponsor shall submit to SMAQMD a comprehensive inventory of all off-road construction equipment, equal to or greater than 50 horsepower, that will be used an aggregate of 40 or more hours during any portion of the construction project. The inventory shall include the horsepower rating, engine production year, and projected hours of use or fuel throughput for each piece of equipment. The inventory shall be updated and submitted monthly throughout the duration of the project, except that an inventory shall not be required for any 30-day period in which no construction activity occurs. At least 48 hours prior to the use of subject heavy-duty off-road equipment, the project representative shall provide SMAQMD with the anticipated construction timeline including start date, and name and phone number of the project manager and on-site foreman.	compliance with this measure shall be submitted to the City of Rancho Cordova Planning Department prior to approval of all project plans and permits.		
MM 4.6.4	The proponent shall implement the revised Air Quality Mitigation Plan, endorsed by SMAQMD, as included in **Appendix 4.6** of this Final EIR. It will serve as partial mitigation for the operational emissions of the project.	City of Rancho Cordova Planning Department/ SMAQMD	Through all phases of the project	
MM 4.7.2a	The proposed project shall provide stormwater quality source and treatment measures consistent with the requirements of Volume 5 of the City/County Drainage Manual and the City's joint NPDES Permit (NPDES No. CAS082597). Specifically, details regarding Best Management Practices (BMPs) to be utilized shall be provided that demonstrate that storm water discharges would not result in pollutant levels or concentrations	Prior to approval of improvement plans.	City of Rancho Cordova Public Works and Planning Departments.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	that would violate the provisions of the City's NPDES Permit and would not have a detrimental effect on aquatic/biological resources associated with Morrison Creek. The final design of such source and treatment control measures shall be subject to the approval of Rancho Cordova Public Works Department.			
MM 4.7.2b	The project engineer shall consult with the City when designing the proposed water quality/detention basins, and the developer shall submit detailed water quality/detention basin designs and proposed plantings in and around the basins for review and approval prior to approval of the improvement plans.	Prior to approval of improvement plans.	City of Rancho Cordova Public Works Department.	
MM 4.7.2c	Biofilter swales and vegetated strips shall be placed in the bottom of channel areas and be designed to provide biofiltration of pollutants in project runoff. The project engineer shall consult with the City when designing these areas as part of review and approval prior of the project grading and improvement plans. All required swales and strips shall be shown on relevant plans.	Prior to approval of improvement plans for each water quality facility.	City of Rancho Cordova Public Works Department.	
MM 4.7.2d	All project storm drains shall provide a permanent storm drain message "No Dumping – Flows to Creek" or other approved message at each storm drain inlet. This may be accomplished with a stamped concrete impression (for curbs) or manufactured colored tiles, which are epoxied in place, adjacent to the inlet (for parking lots and areas without curbs).). This measure shall be included in relevant project plans.	A condition shall be included on improvement plans and the installation shall occur at the time the improvements are accepted for maintenance by the City.	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
MM 4.7.3	Prior to the approval of each final map, written commitment from Sacramento County Water Agency shall be provided that sufficient water supply capacity is available to serve the specific amount of development to be mapped. This written commitment shall include identification of any necessary improvements to convey and treat the water supply. In addition, all required financing associated with water supply facilities shall be in place.	Prior to the approval of each final map.	City of Rancho Cordova Public Works Department.	
MM 4.7.4	The project applicant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) to be administered throughout all phases of grading and project construction. The SWPPP shall be included with all subsequent project improvement and grading plans and shall incorporate Best Management Practices (BMPs) which describes the site, erosion and sediment controls, means of waste disposal, control of post-construction sediment and erosion control measures and maintenance responsibilities, water quality monitoring and reporting during storm events (which will be responsibility of the project applicant), corrective actions for identified water quality problems and non-storm water management controls. These measures included in the SWPPP shall ensure compliance with applicable regional, state and federal water quality standards. The SWPPP shall also be submitted to the City Public Works Department. The applicant shall require all construction contractors to retain a copy of the approved SWPPP on each construction site. Additionally, the SWPPP shall ensure that all storm	Prior to site disturbance and approval of preliminary grading plans.	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	water discharges are in compliance with all current requirements of the RWQCB. All applicable BMPs shall be shown on project plans.			
MM 4.7.5	The project shall implement the improvements described in the "Final Master Drainage Study for the Sunrise Douglas Community Plan Area " (Final MDS) (Spink Corporation, October 16, 1998), as amended by the "Amendment to Final Master Drainage Study, Sunrise Douglas Community Plan Area" (Amendment) (MHM Engineers & Surveyors, October 19, 2001). Such improvements shall be designed to ensure that post-development peak (100-year) flows do not exceed existing peak flows and do not exceed the capacity of the two Folsom South Canal overchutes at Lower Morrison Creek, to the satisfaction of the City Department of Public Works and the Sacramento County Water Resources Division (WRD). Construction of the improvements may be phased as described in the Final MDS and subject to the approval of the WRD, so long as the project proponent(s) provide hydrologic/hydraulic analysis which demonstrates that the phased improvements will reduce peak flows to at least pre-development levels and to the capacity of the two Folsom South Canal overchutes at Lower Morrison Creek to the satisfaction of the WRD. • Detailed plans for the design and construction of all proposed drainage, flood control and water quality improvements, consistent with the Final MDS and Amendment, shall be submitted to the County WRD	Prior to approval of improvement plans.	City of Rancho Cordova Planning and Public Works Departments.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	for review and approval. • Plans for the design and construction of the realigned channel and associated detention basins shall be subject to the approval of the US Army Corps of Engineers. • Plans for design and construction of any joint-use park/detention facilities shall also be subject to the approval of the Park District. • The project applicant shall demonstrate that the Interim and Ultimate Conditions drainage facilities described in the Final Storm Drainage Master Plan (Wood-Rogers, 2001), are consistent with the improvements described in the "Final Master Drainage Study for the Sunrise Douglas Community Plan Area " (Final MDS) (Spink Corporation, October 16, 1998), as amended by the "Amendment to Final Master Drainage Study, Sunrise Douglas Community Plan Area" (Amendment) (MHM Engineers & Surveyors, October 19, 2001). Demonstration can be illustrated on plans and/or reports, which shall be reviewed and approved by the City.			
MM 4.9.1a	Prior to the approval of grading and improvement plans or prior to any ground-disturbing activities, whichever occurs first, the project applicant shall preserve, to the satisfaction of the City, suitable Swainson's hawk foraging habitat to ensure 1:1 mitigation of habitat value for Swainson's hawk foraging habitat lost as a result of	Prior to approval of grading and improvement plans and construction plans prior to any ground-disturbing activity.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	the project, as determined by the City in consultation with DFG and a qualified biologist. The 1:1 habitat value shall be based on Swainson's hawk nesting distribution and an assessment of habitat quality, availability, and use within the City's Planning Area. If specific data for Rancho Cordova's Swainson's hawk habitat is not available at the time this mitigation measures is being implemented, the mitigation ratio shall be consistent with the 1994 California Department of Fish and Game Swainson's Hawk Guidelines included in the "Staff Report Regarding Mitigation for Impacts to Swainson's Hawks (Buteo swainsoni) in the Central Valley of California." Such mitigation shall be accomplished through either the transfer of fee title or perpetual conservation easement. The mitigation land shall be located within the known foraging area and within Sacramento County. The City, in consultation with DFG, will determine the appropriateness of the mitigation land. Prior to approval of such mitigation, the City shall consult with DFG regarding the appropriateness of the proposed mitigation. If mitigation is accomplished through conservation easement, then such easement shall ensure the continued management of the land to maintain Swainson's hawk foraging values, including but not limited to ongoing agricultural uses and the maintenance of all existing water rights associated with the land. The conservation easement shall be recordable and shall prohibit any activity which substantially impairs or diminishes the lands capacity as suitable Swainson's hawk habitat. The project applicant shall transfer said Swainson's hawk mitigation land, through either conservation			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	easement or fee title, to a third party, non-profit conservation organization (Conservation Operator), with the City and DFG named as third party beneficiaries. The Conservation Operator shall be a qualified conservation easement land manager that manages land as its primary function. Additionally, the Conservation Operator shall be a tax-exempt non-profit conservation organization meeting the criteria of Civil Code Section 815.3(a) and be selected or approved by the City, in consultation with DFG. The City, in consultation with DFG and the Conservation Operator, shall approve the content and form of the conservation easement. The City, DFG and Conservation Operator shall each have the power to enforce the terms of the conservation easement. The Conservation Operator shall monitor the easement in perpetuity to assure compliance with the terms of the easement. The project applicant shall pay to the City an endowment fee, in an amount determined by the City, in consultation with DFG and the Conservation Operator, which will produce sufficient interest in perpetuity to operate, maintain, manage, and enforce such conservation easement. The endowment funds shall either be submitted to the City to be distributed to an appropriate third party non-profit conservation agency, or they shall be submitted directly to the third party non-profit conservation agency in exchange for an agreement to manage and maintain the lands in perpetuity. The Conservation Operator shall not sell, lease, or transfer any interest of any conservation easement or mitigation land it acquires without prior written approval of the City and DFG. If the			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Conservation Operator ceases to exist, the duty to hold, administer, manage, maintain and enforce the interest shall be transferred to another entity acceptable to the City and DFG. The Rancho Cordova Planning Department shall ensure that mitigation habitat is properly established and is functioning as habitat by conducting regular monitoring of the mitigation site(s) for the first 10 years after establishment of the easement. or The project applicant may participate in a future City Swainson's Hawk Foraging Habitat Ordinance (once adopted) as an alternative to the measure above. or The project applicant may participate in a future HCP (once adopted) as an alternative to the above measures.			
MM 4.9.1b	The project applicant shall mitigate the impacts to vernal pools and other seasonal habitats that supports vernal pool fairy shrimp and vernal pool tadpole shrimp in such a manner that there will be no net loss of habitat (acreage and function) for these species in the Laguna Formation following implementation of the project. The applicant shall complete and implement a habitat mitigation and monitoring plan that will compensate for the loss of acreage, function and value of the impacted resources. The habitat mitigation and monitoring plan shall be consistent with guidance provided in	Prior to approval of grading plans or any groundbreaking activity, whichever comes first and ongoing until performance standards are consistently for five years.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)

"*Programmatic Formal Endangered Species Act Consultation on Issuance of 404 Permits for Projects with Relatively Small Effects on Listed Vernal Pool Crustaceans Within the Jurisdiction of the Sacramento Field Office, California*" or provide an alternative approach that is acceptable to the City and accomplishes no net loss of habitat. **Table 4.9-6** identifies the standards of the "*Programmatic Formal Endangered Species Act Consultation on Issuance of 404 Permits for Projects with Relatively Small Effects on Listed Vernal Pool Crustaceans Within the Jurisdiction of the Sacramento Field Office, California*" and the potential resultant mitigation responsibility.

TABLE 4.9-6
VERNAL POOL MITIGATION RESPONSIBILITY PRESERVE AT SUNRIDGE PROJECT AREA

Mitigation Action	Compensatory Rates	Actual Impact Acreage	Actual Mitigation Acreage
Preservation of existing habitat	2 "wetted" acres to each "wetted" acre impacted	15.65 "wetted" acres	31.30 "wetted" acres
Creation of new or restoration of non function-	1 "wetted" acres to each "wetted" acre impacted	15.65 "wetted" acres	15.65 "wetted" acres

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	ing habitat | | | |			
	The mitigation and monitoring plan shall include a schedule, be prepared in an annual report format and provide the following information: • Target areas for creation, restoration and preservation. • A complete biological assessment of the existing resources on the target areas. • Specific creation and restoration plans for each target area. • Performance standards for success that will illustrate that the compensation ratios are met. The applicant shall submit the proposed mitigation and monitoring plan to the City for endorsement prior to grading plan approval or any groundbreaking activity and engaging in mitigation activities (including mitigation land acquisition). The applicant shall ensure that sufficient upland habitat is present within the target areas for vernal pools and vernal pool complexes creation and restoration to provide ecosystem health. The land utilized to satisfy this mitigation measure shall be protected through a fee title or conservation easement acceptable to the City after consultation with the United States Fish and Wildlife Service. Additionally, the project applicant is responsible for the cost of the conservation easement or fee title and establishment of maintenance plan for mitigation areas. Resources within the on-site preserve can be assumed			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	to partially fulfill this requirement when the conservation easement for this area is established. Mitigation monitoring will be continuous until the performance standards identified in the mitigation and monitoring plan are consistently met for five consecutive years. The applicant will not be required to complete mitigation measure 4.9.1b for features that are directly or indirectly affected by approved and permitted projects identified in the SDCP for which mitigation requirements have been completed.			
MM 4.9.2a	The project applicant shall mitigate indirect impacts to vernal pools and other seasonal habitats that support vernal pool fairy shrimp and vernal pool tadpole shrimp in such a manner that there will be no net loss of habitat (acreage and function) for these species in the Laguna Formation following implementation of the project. The applicant shall identify all vernal pool and seasonal wetland habitat within 250 feet of the construction activities of the project, or provide an alternative technical evaluation, in support of a less indirect impact distance, of the extent of indirectly affected vernal pool and seasonal wetland habitat that is acceptable to the City. The applicant shall preserve two "wetted" acres for each acre of indirectly affected habitat. The mitigation and monitoring plan identified with mitigation measure MM 4.9.1b shall address, in all elements, the required preservation acreage that will satisfy this mitigation measure. The applicant will not be required to complete this mitigation measure features that are directly or indirectly affected by approved and permitted	Prior to the approval of grading plans or any groundbreaking activity, whichever comes first.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	projects identified in the SDCP for which mitigation requirements have been completed.			
MM 4.9.2b	A standard set of best management practices shall be employed when working in areas within 250 feet of off–site vernal pool habitat and on-site preserved vernal pool habitat. A Stormwater Pollution Prevention Plan (SWPPP) shall be developed and implemented during construction. The plan shall include the following measures to avoid and minimize impacts to all wetlands. These measures, and all other permit requirements, will be included in contract specifications and will be implemented by the contractor. Implement erosion control measures during construction. Installation of temporary erosion control devices will be an integral part of construction. Sedimentation fences, as detailed in the drawings, will be used to contain polluted or turbid runoff from the site of work. Other methods of temporary erosion control, including but not limited to hay bale check dams, shall be employed to protect riparian areas, streams and water courses, and all other areas susceptible to damage from runoff. Hay bale check dams will be installed as specified and as detailed in the drawings or as directed by the contractor. Erosion control devices will be installed concurrently with construction earthwork.	Submittal of plan prior to the approval of any grading plans or any groundbreaking activity. On-going during all construction and for required post-construction time periods.	City of Rancho Cordova Planning Department.	

Section 2: Mitigation Measures

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	• Remove cover vegetation as close to the time of construction as practicable. • Confine construction equipment and associated activities to the construction corridor. • Reestablish streambank contours following construction and install permanent erosion control as needed. • Prohibit refueling of construction related equipment within 100-feet of the aquatic environment. • Maintain hazardous materials spill kits in proximity to aquatic crossings. • Comply with state and federal permits. • Perform proper sediment control. • Implement the spill prevention and response plan. • Monitor construction activities near specified drainage and riparian areas. • Remove all construction spoils, remaining construction materials and miscellaneous litter for proper off-site disposal. • Post-construction monitoring and supplemental revegetation where needed.			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	This measure shall be included in all project plans and specifications, and all applicable features shall be shown on project plans.			
MM 4.9.2c	The applicant shall submit a Wetland Avoidance/Mitigation Plan to mitigate for impacts to vernal pool and seasonal wetland habitat, which describes the specific method(s) to be implemented to avoid and/or mitigate any off-site project related impacts. This detailed Wetland Avoidance/Mitigation Plan shall be prepared in accordance with the U.S. Army Corps of Engineers (USACE), and the U.S. Fish and Wildlife Service (USFWS), regulations, and the City of Rancho Cordova Grading and Erosion Control Ordinance. A copy of the 404 permit and the biological opinion shall be provided to the City and the Avoidance/Mitigation Plan shall ensure the following to the satisfaction of the City: • The location of the proposed vernal pool and seasonal wetland habitat site(s) and a detailed map of showing the acreage, distribution, and type of wetlands to be created to ensure no net loss in wetland habitat acreage, values and functions. The compensation wetlands shall be designed to, at a minimum: meet or exceed the hydrophytic conditions and operating functions of the existing wetlands proposed for impact. • Include a monitoring plan to assess whether the compensation wetlands are functioning as intended.	Prior to site disturbance/grading and throughout all construction activities associated with the off-site vernal pool and creation site.	City of Rancho Cordova Planning Department	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Specific performance standards for hydrologic, floral, and faunal parameters shall be proposed to determine success of the created wetlands. The monitoring plan shall specify the corrective measures/modifications to be implemented in the event that monitoring indicates that the performance standards are not being met. • Include a maintenance plan for the wetland preservation/mitigation areas describing the measures to be implemented to assure that they are maintained as wetland habitat in perpetuity. • Require that fencing be installed around all existing vernal pools that are within fifty feet of any haul route, spoil zone, stockpile zone, creation zone, or other construction area. The fencing shall be of high visibility material and limit access to the project site. Fencing shall be placed no closer than 10-feet to the delineated, verified perimeter of existing vernal pools. • A qualified biological resources monitor, approved by the City be on the site(s) to ensure compliance with identified mitigation for the duration of all the proposed activities. The construction manager shall submit bi-annual compliance reports to City monitor for review for a period of five years. • The vernal pool and seasonal wetland habitat site shall be surveyed by a qualified biologist no more than 30 days prior to the onset of construction for			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	the presence of raptor and federal and state listed bird nesting sites, unless it is determined that construction will occur outside of the breeding season for all species likely to occur on site or observed present. If active nesting sites are observed present all state and federal guidelines pertaining to active nesting sites shall be strictly adhered to in consultation with a qualified biologist. • The applicant shall grant full access to the vernal pool and seasonal wetland habitat site to the City's for the monitoring of construction activities and mitigation compliance. Access shall be granted during all construction activities and the City monitor may issue stop work orders if mitigation non-compliance is identified. • The applicant shall specify measures for reuse or disposal of excavated material is suitable for use at project site, the plan should minimize the elapsed time between excavation and reuse and provide adequate stockpile coverage and protection from wind and water erosion during the entire storage period. If excavated material is unsuitable for reuse at the project site, the plan shall include specific information regarding the eventual reuse or disposal site, transportation method(s), disposal reuse management, and schedule. • The Avoidance/Mitigation Plan shall include a spill prevention and response plan to the satisfaction of the City.			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	• All disturbed areas shall be revegetated by the following methods: hydroseeding, drill seeding, or spreading of upland seed bearing soil. The method of revegetation shall be approved by a qualified wetland specialist and to the satisfaction of the City. • Incorporate the use of non-toxic soil stabilizers according to manufacture's specifications to all inactive construction areas. Use non-toxic binders to exposed areas after cut and fill operations and hydroseed areas. The vernal pool and seasonal wetland habitat site shall be watered as directed by the City of Rancho Cordova Department Public Works and the SMAQMD with the frequency shall be based on the type operation, soil and wind exposure. • To reduce air emissions, idling time for all construction vehicles shall be limited to a maximum of 10 minutes. Additionally, the City may educe or curtail construction during high ambient pollutant concentrations, including but not limited to, ceasing construction during peak-hour vehicular traffic on adjacent or nearby roadways. Additionally, all land clearing, grading, earth moving or excavation activities shall be suspended when winds exceed 20 mph. • All inactive storage/stock piles are covered and that all trucks hauling dirt, sand, soil, or other loose materials shall be covered or shall maintain at two			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	feet of freeboard (i.e., minimum vertical distance between the top of the load and top of the trailer) in accordance with the requirements of the California Vehicle Code (CVC) section 23114.			
MM 4.9.5a	The project applicant shall ensure that the project will result in no net loss of waters of the US and waters of the State (acreage and function). In conjunction with preparation and implementation of the habitat mitigation and monitoring plan identified in Mitigation Measure MM 4.9.1b, the project applicant shall prepare and submit plans for the creation of jurisdictional waters at a mitigation ratio no less than 1:1 acres of created waters of the US to each acre filled. The mitigation plans must demonstrate how the Corps criteria for jurisdictional waters will be met through implementation. Vernal pool and seasonal wetland mitigation achieved through implementation of mitigation measure MM 4.9.1b can satisfy this mitigation measure if the creation of the mitigation features is conducted in such a way that it both meets the habitat function and the Corps criteria for creation of waters of the US. The wetland creation section of the habitat mitigation and monitoring plan will include the following: • Target areas for creation. • A complete biological assessment of the existing resources on the target areas. • Specific creation and restoration plans for each target area. • Performance standards for success that will	Submittal of plan prior the approval of improvement plans.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	illustrate that the compensation ratios are met. • A monitoring plan including schedule and annual report format. The applicant shall submit the mitigation and monitoring plan to the Corps, USFWS and the City for approval prior to engaging in mitigation activities (including mitigation land acquisition). The land utilized to satisfy this mitigation measure shall be protected through a fee title or conservation easement acceptable to the Corps. Additionally, the project applicant is responsible for the cost of the conservation easement or fee title. Resources within the on-site preserve can be assumed to partially fulfill this requirement when the conservation easement for this area is established. Mitigation monitoring will be continuous until the performance standards identified in the mitigation and monitoring plan are consistently met for five consecutive years.			
MM 4.9.5b	The project applicant shall ensure that the post-project peak flow conditions into the off-site section of the ephemeral drainage (tributary of Morrison Creek) are equivalent in periodicity, seasonality, volume, and flow velocity to pre-project conditions. The project shall result in no-net change to peak flows into the off-site tributary of Morrison Creek. The applicant shall establish a baseline of conditions for the ephemeral drainage on site. The baseline flow conditions will be established for 2, 5, 10 and 20-year storm event. These baseline conditions will used to develop monitoring standards for the stormwater	Submittal of baseline report, monitoring standards, monitoring plan and stormwater plan prior the approval of improvement plans.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	system on the project site. The baseline conditions, monitoring standards, and a monitoring program will be submitted to the Corps and the City for their approval. The engineered channel and detention basins shall be design and constructed to ensure that the performance standards are met. The discharge site into the off-site ephemeral drainage shall be monitored to ensure pre-project conditions are being met. Corrective measures shall be implemented as necessary. The mitigation measure will be satisfied when the monitoring standards are met for five consecutive years without undertaking corrective measures to meet the performance standard.			
MM 4.9.5c	Prior to approval of each final map and grading activities within 250 of wetlands supporting federally-listed species, the project applicant shall obtain all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary California Endangered Species Act permits and Streambed Alteration Agreements from the CDFG, pursuant to the Fish and Game Code.	Prior to each final map and grading activities within 250 feet of wetlands.	City of Rancho Cordova Planning Department.	
MM 4.9.10	The following modifications shall be to Sunrise Douglas Community Plan adopted mitigation measures BR-2 and B-4 (shown shaded and in underline and strikeout): BR-2 Prior to approval of any improvement plans or grading permits or any groundbreaking activity (whichever comes first) within any portion of a	These amendments shall be incorporated into the Sunrise Douglas Community Plan after City Council approval.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Specific Plan area containing wetlands subject to the jurisdiction of the U.S. Army Corps of Engineers, CDFG and/or RWQCB, project proponents shall submit a wetland delineation for the proposed development area, and a detailed plan which describes the specific methods to be implemented to avoid and/or mitigate any project impacts upon wetlands such that no net loss in wetland habitat acreage and values in achieved. This detailed Wetland Avoidance/Mitigation Plan shall be prepared in consultation with the US Army Corps of Engineers and/or the RWQCB and shall incorporate the following components: a) A wetland delineation of the project site and any proposed off-site wetland preservation/creation sites(s), verified by the US Army Corps of Engineers; b) The location of proposed wetland preservation, acquisition, and creation site(s); c) A detailed map of proposed wetland creation site(s) showing the acreage, distribution, and type of wetlands to be created to ensure no net loss in wetland habitat acreage, values, and functions. Compensation wetlands shall be designed to: - Meet or exceed the hydrophytic conditions and operating functions of the existing wetlands proposed for impact; - Mitigate the loss of special status species habitat, including fairy/tadpole shrimp, as			

			Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		required by the USFWS and the CDFG; d) A monitoring plan designed to assess whether the compensation wetlands are functioning as intended. Specific performance standards for hydrologic, floral, and faunal parameters shall be proposed to determine success of the created wetlands. The monitoring plan shall specify the corrective measures/modifications to be implemented in the event that monitoring indicates that the performance standards are not being met. Monitoring shall occur for at least five years and until success criteria are met, and as required by the US Army Corps of Engineers, RWQCB and/or the USFWS; and e) A maintenance plan for the wetland preservation/mitigation areas describing the measures to be implemented to assure that they are maintained as wetland habitat in perpetuity. The maintenance plan shall address buffering from adjacent uses, fencing, access, erosion control, and weed eradication.			
	BR-4	Prior to approval of any improvement plan or grading permit or any groundbreaking activity (whichever comes first) within any portion of a Specific Plan area containing wetlands subject to the jurisdiction of the U.S. Army Corps of Engineers and/or RWQCB, the habitat of an endangered, threatened or rare species protected by federal or state law, or a stream or other water body subject to the direct regulatory			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	jurisdiction of the California Department of Fish and Game, the applicants shall obtain all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act and/or RWQCB approvals under the Porter-Cologne Water Quality Control Act, and all necessary California Endangered Species Act permits and Streambed Alteration Agreements from the CDFG, pursuant to the Fish and Game Code.			
MM 4.10.1a	Should any cultural resources, such as structural features, unusual amounts of bone or shell, artifacts, human remains, or architectural remains be encountered during development activities, work shall be suspended and the City of Rancho Cordova shall be immediately notified. At that time, the City will coordinate any necessary investigation of the site with an appropriate specialist, as needed. The project proponent shall be required to implement any mitigation necessary for the protection of the cultural resources. In addition, pursuant to Section 5097.98 of the State Public Resources Code and Section 7050.5 of the State Health and Safety Code, in the event of the discovery of human remains, all work is to stop and the County Coroner shall be immediately notified. If the remains are determined to be Native American, guidelines of the Native American Heritage Commission shall be adhered to in the treatment and disposition of the remains. The City and the project applicant shall consider the mitigation recommendations of the qualified	As a condition of project approval, and implemented during construction activities.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	archeologist. The City and the project applicant shall consult and agree upon implementation of a measure or measures that the City and project applicant deem feasible and appropriate. Such measures may include avoidance, preservation in place, excavation, documentation, curation, data recovery, or other appropriate measures.			
MM 4.10.1b	If human remains are discovered, all work must stop in the immediate vicinity of the find, and the County Coroner must be notified, according to Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.	As a condition of project approval, and implemented during construction activities.	City of Rancho Cordova Planning Department.	
MM 4.10.2	If any potentially unique paleontological resources (fossils) are found once project construction is underway, all work in the immediate vicinity must stop and the City shall be immediately notified. A qualified paleontologist shall be retained to evaluate the finds and recommend appropriate mitigation measures for the inadvertently discovered paleontological resources. The City and the project applicant shall consider the mitigation recommendations of the qualified archeologist. The City and the project applicant shall consult and agree upon implementation of a measure or measures that the City and project applicant deem feasible and appropriate. Such measures may include avoidance, preservation in place, excavation,	As a condition of project approval, and implemented during construction activities.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	documentation, curation, data recovery, or other appropriate measures.			
MM 4.11.2a	A lighting plan shall be developed and provided with improvement plans for the project to ensure that parking lot pole lights and streetlights shall be fully hooded and back shielded to reduce the light "spillage" and glare, prohibit the illumination from breaking the horizontal plane, and ensure that lighting does not exceed the standard illumination of two-foot candles along the property lines of adjoining land uses. The two-foot candle lighting standard shall also apply to all park facilities where sports field lighting may be utilized. The design of light features shall be consistent with the City's Design Guidelines.	Prior to approval of building permits and/or improvement plans.	City of Rancho Cordova Planning Department.	
MM 4.11.2b	Non-glare glass shall be used in all commercial buildings to minimize and reduce impacts from glare. Semi-reflective glass may be allowed on commercial buildings that are properly oriented to minimize reflection or glare.	Final design plans shall specify the types of non-glare/semi-reflective glass provided on final for commercial projects.	City of Rancho Cordova Planning Department.	
MM 4.12.2.2	The project applicant shall consult with the Rancho Cordova Police Department and implement recommended crime prevention/safety development design measures.	Prior to approval of improvement plans.	City of Rancho Cordova Planning Department and the City of Rancho Cordova Police Department.	
MM	Prior to the approval of each final map, written	Prior to approval of	City of Rancho	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
4.12.4.2	commitment from County Sanitation District 1 shall be provided that sufficient wastewater conveyance and treatment capacity is available to serve the specific amount of development to be mapped. This written commitment shall include identification of any necessary improvements to convey project wastewater. In addition, all required financing associated with wastewater facilities shall be in place.	each final map.	Cordova Planning Department and County Sanitation District.	
MM 4.12.7.2	The project applicant shall pay to the City an in-lieu payment or participate in other methods of improving park and recreational facilities for any shortage of park acreage not meeting the standards set forth in OSPT.1.1 of the Interim General Plan.	Prior to approval of improvement plans.	City of Rancho Cordova Planning Department and Cordova Recreation and Park District.	
MM 4.12.8.2 a	To promote the safe and reliable maintenance and operation of utility facilities, the California Public Utilities Commission (PUC) has mandated specific clearance requirements between utility facilities and surrounding objects or construction activities. To ensure compliance with these standards, future development project applicant(s) shall coordinate with PG&E early in the development of their plans. Any proposed development plans shall provide for unrestricted utility access and prevent encroachments that might impair the safe and reliable maintenance and operations of PG&E facilities.	Prior to approval of improvement plans.	City of Rancho Cordova Planning Department and PG&E.	
MM 4.12.8.2 b	The project applicant shall address and resolve issues related to the provision of telephone and cable services through close coordination with the applicable service provider during project planning and development.	Prior to approval of improvement plans.	City of Rancho Cordova Planning Department and the City of Rancho Cordova	

Section 2: Mitigation Measures

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	-		Police Department.	

Appendix B1- Supplemental Conditions

A. <u>According to the payment schedule in the Development Agreement</u>

The project shall pay its fair share of the funding needed to construct the following transportation improvements according to the Roadway Sizing Diagram of the Circulation Element of the General Plan. Payment of this fair share shall be satisfied by payment of the City's City-wide Transportation Fee and other supplemental funding in the amount and at the time required by the City's Transportation Fee ordinance. The transportation improvements towards which this fee will be applied include, but are not limited to, the following:

a) Construct Zinfandel Drive as a six-lane roadway from Mather Boulevard to Douglas Road.

b) Widen the segment of Douglas Road between the planned extension of Zinfandel Drive and Sunrise Boulevard from one to three lanes in each direction.

c) Construct the Zinfandel Drive Extension between International Drive and Mather Boulevard as a six-lane roadway.

d) Widen the segment of Sunrise Boulevard between Kiefer Boulevard and SR-16 from one to three lanes in each direction.

e) Intersection widening and signalization at Douglas Road/Sunrise Boulevard intersection to a 6 x 6 at the ultimate configuration per the Circulation Element of the General Plan to the satisfaction of the City Engineer.

f) Intersection widening and signalization at the Sunrise Boulevard/ International Drive intersection to the ultimate configuration per the Circulation Element of the General Plan to the satisfaction of the City Engineer.

g) Construct the extension of International Drive between Kilgore Road and Sunrise Boulevard as a six-lane roadway.

h) Widening of Femoyer Street from one to two lanes in each direction between International Drive and Mather Boulevard, construction of Mather Boulevard between Femoyer Street and the planned extension of Zinfandel Drive (south of the Villages of Zinfandel development) as a four-lane roadway.

i) Widening of the northbound and southbound approaches to the SR-16/Excelsior Road intersection to provide one exclusive left-turn lane and a shared through/right-turn lane on each approach with protected left-turn phasing.

j) Installation of a traffic signal at the SR-16/Eagles Nest Road intersection (No modification of the approach lane configurations are needed).

k) Widening of the northbound and southbound approaches to the SR-16/Grant Line Road intersection to provide one exclusive left-turn lane and a shared through/right-turn lane on each approach with protected left-turn phasing.

l) Installation of a traffic signal at the intersection of Grant Line Road and White Rock Road and widening the northbound approach to provide on exclusive left-turn and a through lane.

m) Widen the segment of Rancho Cordova Parkway(from White Rock Road to Douglas Road) from two to three lanes in each direction.

n) Participation with the City in the development of roadway capacity improvements for the Sunrise Boulevard corridor, which may include a combination of roadway improvements analyzed in Scenarios 1 through 6 of the Draft EIR as well as other additional roadway improvements that may be identified in the City's traffic improvement phasing study.

o) Implementation of the following improvements to the US-50 corridor:

p) Installation of ramp metering on the Mather Field Road and Zinfandel Drive eastbound loop on-ramps.

q) Installation of ramp metering on the Mather Field Road Zinfandel Drive eastbound direct on-ramp.

r) Construction of an auxiliary lane prior to the Mather Field Road eastbound off-ramp.

s) Construction of an auxiliary lane after the Mather Field Road eastbound direct on-ramp.

t) Construction an auxiliary lane after the Zinfandel Drive eastbound direct on-ramp.

u) Coordination of traffic signal timing of freeway interchanges with adjacent City intersections to minimize impact of vehicles queue spillback onto US-50.

v) Construction of various parallel facilities to US-50 including improvements to SR-16, the extension of International Drive to Sunrise Boulevard, and the extension of Kiefer Boulevard to Sunrise Boulevard.

w) The extension of HOV lanes from Sunrise Boulevard to Downtown Sacramento (or an interim project to Watt Avenue).

x) HOV enhancements to existing interchanges such as bypass lanes at existing metered on-ramps.

y) Participation in capital improvements for transit service as well as operational services.

z) Widening the eastbound approach to the Grant Line Road/Sunrise Boulevard intersection and construct a second eastbound to northbound left-turn lane.

aa) Installation of a traffic signal at the Grant Line Road/Kiefer Boulevard intersection with protected left-turn phasing on all approaches.

bb) Construction of the extension of Hazel Avenue from US-50 to Grant Line Road to a width of two lanes each way.

cc) Widening of Grant Line Road from one to two lanes each way between Sunrise Boulevard and SR-16 and between Douglas Road and White Rock Road.

dd) Widening the eastbound approach to the SR-16/Excelsior Road intersection and providing two eastbound to northbound left-turn lanes, which would require widening a Excelsior Road north of SR-16 to provide a lane transition from two to one lane.

ee) Intersection widening and signalization at the Douglas Road/Grant Line Road Intersection.

ff) Widening White Rock Road from one lane in each direction to three lanes in each direction to the east and west of the Jaeger Road/White Rock Road intersection and provision of the following lane configurations at the intersection:

gg) Two left-turn lanes, three through lanes, and one right-turn lane on the northbound and southbound approaches.

hh) Two left-turn lanes, three through lanes, and two right-turn lanes on the eastbound and westbound approaches.

ii) Reconfiguration of the Grant Line Roads/Sunrise Boulevard intersection to provide the following

jj) One left-turn lane, one through lane, and one shared through/right-turn lane on the westbound approach.

kk) Intersection widening and signalization (full Tier 2 improvements) to the Douglas Road/Grant Line Road intersection.

ll) Intersection widening and signalization at the Sunrise Boulevard/ International Drive intersection at the ultimate configuration per the Circulation Element of the General Plan to the satisfaction of the City Engineer.

B. These conditions would be required prior to the Small Lot Final Map.

Prior to the approval or recordation of any small lot final map (a map which creates parcels sized to accommodate typical single family unit construction, or any other lot sized for use by an end user, whether residential or non-residential), the developer shall, for each of the seven roadway improvement projects listed below, (a) submit, to the satisfaction of the City Engineer, 65% complete engineered plans sufficient to identify potential impacts for environmental analysis, permitting and for the acquisition of Right of Way, (b) submit to the City first drafts of state and/or federal environmental permit application materials, (c) advance estimated costs for CEQA documentation, and (d) submit signed engineered plat maps and descriptions for Right of Way acquisition to the City Engineer.

a) The construction of Zinfandel Drive as a six-lane roadway from Mather Boulevard to Douglas Road.

b) The widening of the segment of Douglas Road between the planned extension of Zinfandel Drive and Sunrise Boulevard from one to three lanes in each direction.

c) The construction of the Zinfandel Drive Extension between International Drive and Mather Boulevard as a six-lane roadway.

d) The widening of Sunrise Boulevard between Kiefer Boulevard and SR-16 from one to three lanes in each direction.

e) The widening of Sunrise Boulevard to 6-lanes between Douglas Road and Kiefer Boulevard

f) The construction of the extension of International Drive between Kilgore Road and Sunrise Boulevard as a six-lane roadway, which requires the installation of a traffic signal and the widening the approaches to the Sunrise Boulevard/International Drive intersection to include the following lane configurations: two left-turn lanes, three through lanes, and one right-turn lane on the northbound approach, a separate right-turn lane on the southbound approach, and one left-turn lane, one through lane, and two right-turn lanes on the eastbound approach. The intersection shall be designed to the satisfaction of the City Engineer. Easterly leg of the intersection to remain a two-lane road until such time as determined by the City Engineer.

g) The construction of an at-grade intersection enhancement at the intersection of Douglas Road and Sunrise Boulevard with three separate left-turn lanes and two separate right-turn lanes.

C. These conditions would be required prior to the Small Lot Final Map.

Prior to the approval or recordation of any small lot final map (a map which creates parcels sized to accommodate typical single family unit construction, or any other lot sized for use by an end user, whether residential or non-residential), the following transportation improvements shall be under construction. As used in this condition, the term "under construction" shall mean that all required permits (local, state, and federal) shall have been secured, a contract for construction of the improvement shall have been fully executed, and labor, materials and/or completion bonds shall have been delivered as required by such construction contract:

1. Widen the segment of Douglas Road (from Sunrise Boulevard to Rancho Cordova Parkway) from two lanes to three lanes eastbound and two lanes westbound.

2. Construct the segment of Chrysanthy Boulevard (Rancho Cordova Parkway to Americanos Boulevard) as two lanes in each direction.

3. Widen Rancho Cordova Parkway (from Douglas Road to the southern boundary of the Preserve) from two to three lanes in each direction based on the modified cross section for Rancho Cordova Parkway as an Enhanced Transit Corridor.

4. Construct the full 4 x 6 intersection and signalization at the intersection of Chrysanthy Blvd/Rancho Cordova Parkway based on the modified cross section for Rancho Cordova Parkway as an Enhanced Transit Corridor.

5. Widen Sunrise Boulevard from White Rock Road to just south of Douglas Road from two to three lanes in each direction.

6. Construct the intersection and signalization of the intersection of Douglas Road and Americanos Boulevard according to its ultimate configuration per the Circulation Element of the General Plan to the satisfaction of the City Engineer.

7. Complete widening and signalization at the intersection of Chrysanthy Boulevard and Sunrise Boulevard to the ultimate configuration per the Circulation Element of the General Plan. The Westerly leg of the intersection shall be included in the design but will not be constructed. The signal design and installation shall accommodate as much as possible the ultimate four-way design to the satisfaction of the City Engineer.

D. These conditions would be required prior to at Building Permit Issuance

Prior to the issuance of the 1600th building permit for the project, the following transportation improvements shall be under construction. As used in this condition, the term "under construction" shall mean that all required permits (local, state, and federal) shall have been secured, a contract for construction of the improvement shall have been fully executed, and labor, materials and/or completion bonds shall have been delivered as required by such construction contract.

a) Prepare a traffic operations analysis and install a traffic signal and intersection modifications to the satisfaction of the City Engineer at the Douglas Road/Grant Line Road intersection.

b) Widen Sunrise Boulevard between Kiefer Boulevard and SR-16 from one to two lanes in each direction.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 41-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE DEVELOPMENT AGREEMENT FOR RC-03-052, FOR THE PRESERVE AT SUNRIDGE

WHEREAS, the applicant for the Preserve at Sunridge project ("Project"), River West Development, has applied to the City of Rancho Cordova ("City") for the development of single-family residential, multi-family residential, commercial and office uses, a neighborhood park, an elementary school, detention/water quality basins, an open space/wetland preserve, pedestrian facilities, bikeways, parkways, and drainage corridors on the 530.1-acre Project site; and

WHEREAS, the Project will include 2,393 single-family residential units in various residential densities on 292.3 acres, 288 units of high-density residential (RD-30) (multifamily) on 11.2 acres, and approximately fifteen commercial building pads ranging from approximately 2,400 square feet to approximately 55,000 square feet, totaling approximately 147,000 to 165,000 square feet; and

WHEREAS, the Project will also feature the construction of an internal circulation system and elementary school, various planned park and open space areas, including an approximately 92.4-acre open space/wetland, and will result in the realignment of the existing headwater tributary to Morrison Creek that runs through the Project site; and

WHEREAS, the proposed Preserve at Sunridge (Project) (RC-03-052) is located south of Douglas Road and east of Jaeger Road, and which is designated as Low Density Residential and Commercial by the General Plan.

WHEREAS, to develop the Project, the Project applicant has requested a Special Planning Area rezone, a Tentative Subdivision Map, amendments to previously adopted mitigation measures BR-2 and BR-4 in the Sunrise-Douglas Community Plan (SDCP), and a development agreement with the City; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application; and

WHEREAS, in accordance with Government Code sections 65854 and 65867, the Rancho Cordova Planning Commission ("Planning Commission") held a noticed, public

CITY OF RANCHO CORDOVA

ORDINANCE NO. 41-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE DEVELOPMENT AGREEMENT FOR RC-03-052, FOR THE PRESERVE AT SUNRIDGE

WHEREAS, the applicant for the Preserve at Sunridge project ("Project"), River West Development, has applied to the City of Rancho Cordova ("City") for the development of single-family residential, multi-family residential, commercial and office uses, a neighborhood park, an elementary school, detention/water quality basins, an open space/wetland preserve, pedestrian facilities, bikeways, parkways, and drainage corridors on the 530.1-acre Project site; and

WHEREAS, the Project will include 2,415 single-family residential units in various residential densities on 292.3 acres, 288 units of high-density residential (RD-30) (multifamily) on 11.2 acres, and approximately fifteen commercial building pads ranging from approximately 2,400 square feet to approximately 55,000 square feet, totaling approximately 147,000 to 165,000 square feet; and

WHEREAS, the Project will also feature the construction of an internal circulation system and elementary school, various planned park and open space areas, including an approximately 92.4-acre open space/wetland, and will result in the realignment of the existing headwater tributary to Morrison Creek that runs through the Project site; and

WHEREAS, the proposed Preserve at Sunridge (Project) (RC-03-052) is located south of Douglas Road and east of Jaeger Road, and which is designated as Low Density Residential and Commercial by the General Plan.

WHEREAS, to develop the Project, the Project applicant has requested a Special Planning Area rezone, a Tentative Subdivision Map, amendments to previously adopted mitigation measures BR-2 and BR-4 in the Sunrise-Douglas Community Plan (SDCP), and a development agreement with the City; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application; and

WHEREAS, in accordance with Government Code sections 65854 and 65867, the Rancho Cordova Planning Commission ("Planning Commission") held a noticed, public

hearing on May 25, 2006, to consider the Project and the Project applicant's requested approvals, including a development agreement; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code sections 65090 and 65091; and

WHEREAS, during the public hearing, the Planning Commission considered a written staff report on the project, and all other oral and written comments presented to them; and

WHEREAS, following the conclusion of the public hearing on May 25, 2006, the Planning Commission voted unanimously to recommend approval of the Project and the Project applicant's requested approvals, including a development agreement; and

WHEREAS, an Environmental Impact Report (EIR) was prepared for this project and circulated in accordance with the requirements of the California Environmental Quality Act (CEQA); and

WHEREAS, in accordance with Government Code section 65355, the Rancho Cordova City Council held a noticed, public hearing on July 17, 2006, to consider the Project, the Project applicant's requested approvals, including a development agreement between the City and Jaeger Road 530, LLC (Exhibit A), and in accordance with Government Code section 65857, the recommendation of the Planning Commission; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code section 65090; and

WHEREAS, during the public hearing, the City Council considered a written staff report on the project, and all other oral and written comments presented to them; and

WHEREAS, on July 17, 2006, the Rancho Cordova City Council pursuant to Resolution No. 105-2006 certified the EIR, adopted mitigation findings pursuant to CEQA guidelines section 15091, adopted a statement of overriding considerations, and adopted a mitigation monitoring plan for the Project.

NOW THEREFORE, the City Council of the City of Rancho Cordova does ordain as follows:

Section 1: Findings and Determinations

On the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the City of Rancho Cordova's General Plan, (c) the City's Environmental Impact Report, and (d) on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan, in that (a) the land use designation for the Project site is Low Density Residential and Commercial, the proposed project would create 2,415 single family lots and 288 multi-family dwellings

consistent with that land use, (b) the project is consistent with the fiscal policies and the provisions for infrastructure and public services of the General Plan, and (c) the Development Agreement includes provisions relating to financing, construction and maintenance of public facilities, park development fees and similar provisions set forth in the General Plan.

B. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located in that the project approvals include the Rezoning of the Property as adopted by the City on August 7, 2006 by City Ordinance 40-2006.

C. The Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Project will implement land use guidelines set forth in the General Plan, which have planned for residential uses at this location.

D. The Development Agreement will not be detrimental to the health, safety and general welfare in that the project will proceed in accordance with all the programs and policies of the General Plan. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values in that the project will be consistent with the General Plan.

F. The Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5 in that it includes all the substantive elements and has been processed consistent with all the procedural requirements of Government Code Sections 65864 through 65869.5.

Section 3: Approval

The City Council hereby approves the Development Agreement (Exhibit A) and authorizes the City Manager to sign it after the effective date of the amendment in Section 4, below.

Section 4: Amendment of the Zoning Code

Title I, Chapter 1, Article 4, of the Rancho Cordova Zoning Code, "Comprehensive Zoning Plans," is hereby amended by adding the following section:

"101-822. Development Agreement for Preserve at Sunridge"

Section 5: Recordation

Within ten (10) days after the Development Agreement is executed by the City Manager, the City Clerk shall submit the Agreement to the County Recorder for recordation.

Section 6: Effective Date and Publication of Ordinance Summary

This Ordinance shall take effect and be in force thirty (30) days from and after the date of its passage. The City Clerk of the City of Rancho Cordova shall cause a summary of the Ordinance to be posted in accordance with Section 36933 of the Government Code of the State of California.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this 7th day of August, 2006, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
ROBERT J. MCGARVEY, Mayor

ATTEST:

_____
LILLIAN E. HARE, City Clerk

Exhibit A

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF RANCHO CORDOVA

AND

JAEGER ROAD 530, LLC, AS LANDOWNERS

RELATIVE TO PRESERVE AT SUNRIDGE

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DEVELOPMENT AGREEMENT
RELATIVE TO PRESERVE AT SUNRIDGE

This Development Agreement is entered into as of this ____ day of _____, 2006, by and between City OF RANCHO CORDOVA, a municipal corporation ("City"), and JAEGER ROAD 530, LLC, a California limited liability company ("Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

1. **Authorization**. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864, et seq. (the "Development Agreement Statute"), which authorizes City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property which is the subject of the development project application.

2. **Property**. Landowner holds a legal or equitable interest in certain real property located in City of Rancho Cordova, County of Sacramento, more particularly described in Exhibit A-1 and Exhibit A-2 attached hereto (the "Property"). Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by this Agreement.

3. **Project**. Landowner has obtained various approvals from City (described in more detail in Recital 6 below), including approval for a tentative subdivision map for a project known as Preserve at Sunridge (the "Project") to be located on the Property.

4. **Public Hearing**. On May 25, 2006, the Planning Commission of the City of Rancho Cordova, serving as City's planning agency for purposes of development agreement review pursuant to Government Code Section 65867, considered this Agreement and recommended approval of this Agreement to City Council.

5. **Environmental Review**. On July 17, 2006, City Council certified as adequate and complete, the Environmental Impact Report ("EIR") for the Project. Mitigation measures were required in the EIR and are incorporated into the Project and into the terms and conditions of this Agreement, as reflected by the findings adopted by City Council concurrently with this Agreement.

6. **Project Approvals**. The following land use approvals (together the "Project Approvals") have been granted for the Property, which entitlements are the subject of this Agreement.

6.1. The EIR. The Mitigation Measures in the Environmental Impact Report ("EIR") are incorporated into the Project and into the terms and conditions of this Agreement.

6.2. The Rezoning of the Property, approved by City on August 7, 2006, by City Ordinance No. 40-2006.

6.3. The Large Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit B-1) approved by City on August 7, 2006, by City Resolution No. 108-2006.

6.4. The Small Lot Tentative Subdivision Map for the Project (attached hereto as Exhibit B-2) approved by City on August 7, 2006, by City Resolution No. 108-2006.

6.5. This Development Agreement, as adopted by City Ordinance No. 41-2006 (the "Adopting Ordinance"), on August 7, 2006.

7. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, some of which services and facilities will be provided by City to such development subject to the performance of Landowner's obligations hereunder. With respect to water, pursuant to Government Code Section 65867.5, any tentative map approved for the Property will comply with the provisions of Government Code 66473.7.

8. Contribution to Costs of Facilities and Services. Landowner agrees to contribute to the costs of such public facilities and services as required herein to mitigate impacts on the community of the development of the Property, and City agrees to provide such public facilities and services as required herein to assure that Landowner may proceed with and complete development of the Property in accordance with the terms of this Agreement. City and Landowner recognize and agree that, but for Landowner's contributions to mitigate the impacts arising as a result of development entitlements granted pursuant to this Agreement, City would not and could not approve the development of the Property as provided by this Agreement and that, but for City's covenant to provide certain facilities and services for development of the Property, Landowner would not and could not commit to provide the mitigation as provided by this Agreement. City's vesting of the right to develop the Property as provided herein is in reliance upon and in consideration of Landowner's agreement to make contributions toward the cost of public improvements as herein provided to mitigate the impacts of development of the Property as development occurs.

9. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Ordinance of City of Rancho Cordova, as set forth in City Municipal Code.

10. Consistency with General and Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. 41-2006, City found that this Agreement satisfies the Government Code §65867.5 requirement of general plan and specific plan consistency.

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

AGREEMENT

1. Incorporation of Recitals. The Preamble, the Recitals and all defined terms set forth in both are hereby incorporated into this Agreement as if set forth herein in full.

2. Description of Property. The property, which is the subject of this Development Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto ("Property").

3. Interest of Landowner. The Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding legal or equitable interests in the Property shall be bound by the Agreement.

4. **Relationship of City and Landowner**. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint venturers or partners.

5. **Effective Date and Term**.

5.1. Effective Date. The effective date of this Agreement ("Effective Date") is September 6, 2006, which is the effective date of City Ordinance No. 41-2006, adopting this Agreement.

5.2. Term. Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of fifteen (15) years, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

5.3. Automatic Termination Upon Completion and Sale of Residential Lot. This Agreement shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Project Approvals for residential use, upon completion of construction and issuance by City of a final occupancy permit for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good-faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that all improvements, which are required to serve the lot, as determined by City, have been accepted by City. Termination of this Agreement for any such residential lot as provided for in this Section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

6. **Use of Property**.

6.1. Right to Develop. Landowner shall have the vested right to develop the Project in accordance with the terms and conditions of this Agreement, the Project Approvals, and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement. Landowner's vested right to develop the Property shall be subject to subsequent approvals; provided however, except as provided in Section 6.3, that any conditions, terms, restrictions and requirements for such subsequent approvals shall not prevent development of the Property for the uses, or reduce the density and intensity of development, or limit the rate or timing of development set forth in this Agreement, so long as Landowner is not in default under this Agreement.

6.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land for public purposes, location and maintenance of on-site and off-site improvements, location of public utilities and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approvals. City acknowledges that the

Project Approvals provide for the land uses and approximate acreages for the Property as set forth in Exhibit C.

6.3. Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, Landowner and City intend that, except as otherwise provided in this Agreement, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances and initiatives that directly or indirectly limit the rate, timing, sequencing of development, or prevent or conflict with the permitted uses, density and intensity of uses as set forth in the Project Approvals; provided however, Landowner shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted on a uniformly applied, City-wide or area-wide basis, and directly concerns a public health or safety issue, in which case City shall treat Landowner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public health or safety issue.

6.4. Affordable Housing Requirements. The City's General Plan, which was adopted on July 26, 2006, contains a Housing Element, which, among other things, establishes goals and policies pertaining to affordable housing. At the time of the City's granting of approvals for the Project, the City had not yet established programs and guidelines for implementing the affordable housing policies of the General Plan. As a result, and in accordance with an adopted motion of the Rancho Cordova City Council on April 3, 2006, the Project shall not be subject to the affordable housing requirements of the City's General Plan or any ordinances, resolutions, regulations or administrative policies adopted by the City to implement the affordable housing requirements of the General Plan.

6.5. Additional Conditions.

6.5.1. New Park Development Obligation. Prior to issuance of building permits, Landowner shall pay development impact fees to mitigate the costs of designing, constructing and installing park improvements based on the five (5) acre per one thousand (1,000) population standard as set forth in City's General Plan. The amount of fees to be paid shall be those adopted by the Cordova Recreation and Park District and/or the City and in existence at the time of issuance of building permits. To fulfill park land dedication obligations, Landowner shall be obligated to provide improved park land to the Cordova Recreation and Park District to satisfy a total park land obligation of 37.8 net acres. Landowner will satisfy this obligation by dedicating park land in accordance with the amounts and location of identified park lands set forth in the Tentative Subdivision Maps for the Project (Exhibits B-1 and B-2).

6.5.2. Timing of Dedications and Improvements of Parks. Prior to the recordation of any small lot final map for the Project or for any individual residential or non-residential parcel of the Property, but not prior to construction of model homes, Landowner shall: (1) fulfill the dedication obligations described in Section 6.5.1 and, (2) enter into a park improvement agreement with the Cordova Recreation and Park District. Landowner shall pay to City any fees in-lieu of dedication required under Section 6.5.1 prior to the recordation of any small lot final subdivision map for the Project. The park improvement agreement shall address, but not be limited to, the specific facilities to be constructed by Landowner, deeding of the dedicated land to the Cordova Recreation and Park District, payment of fees to be paid by Landowner, payment of park impact fees and receipt of credits and reimbursements as determined appropriate by the Cordova Recreation and Park District

and City against park impact development fees for park improvements constructed within the Project by Landowner, and the timing of construction of improvements and the payment of fees. Landowner agrees to complete construction of all the improvements as described and set forth by the park improvement agreement. The City shall be named a third party beneficiary to the park improvement agreement. Landowner shall pay all costs incurred by City and the Cordova Recreation and Park District in preparing the park improvement agreement. Landowner will be deemed to have satisfied in full its new park development obligation, after fulfilling the requirements described in Section 6.5.1 and 6.5.2.

6.5.3. In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that it shall pay City the total sum of one thousand and five hundred dollars ($1500.00) for each residential parcel shown on the final maps for the Property. Beginning on January 1, 2006, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion to acquire, renovate, repair, improve or maintain parks or open space in that portion of City outlined in Exhibit D. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the existing park renovation fees required under this Section.

6.5.4. Police Tax. Landowner agrees to vote in favor of and to cooperate in the creation of a special tax zone area within the Rancho Cordova Special Police Tax Area. A vote by Landowner to repeal or amend the special tax shall constitute an event of default under this Agreement and in addition to all other remedies, Landowner shall be obligated to pay under this Agreement, the difference between the amount of the tax before the vote to repeal or amend the tax, and the amount of the proposed special tax. The boundaries of the special tax zone area shall be contiguous with the boundaries of the Property. Landowner shall vote in favor of and cooperate in the levy of a special tax for police services on each residential parcel or residential parcel equivalent on the Property. City is in the process of preparing a General Plan Fiscal Analysis which will include a review of the current shortfall of revenue for police services, and a new proposed amount of the special police tax. The special tax shall be in the amount of the lesser of (1) $450 annually, per single-family residential parcel or residential parcel equivalent, and $0.25 for each square foot of gross parcel area of non-residential use (excluding recreational and agricultural uses), or (2) the amount calculated in the General Plan Fiscal Analysis which City is in the process of preparing. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the police tax). The amount of the special tax shall be adjusted annually based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The special tax shall be payable annually following issuance of a building permit for each subject parcel. Landowner shall pay all the costs of conducting the election and all costs related to the implementation of this Section for the Project.

6.5.5 Transportation Improvements. Residential construction within the Project shall be subject to traffic threshold conditions identified in Exhibit B of the Conditions of Approval to the Tentative Subdivision Maps approved by City Resolution No. 108-2006 ("Threshold Conditions"). However, following a noticed, public hearing, the City Council, at its sole discretion, may waive the application of any or all of the Threshold Conditions. In the event the City Council waives the application of any or all Threshold Conditions, Landowner shall pay a Supplemental Transportation Fee which shall be used to finance transportation projects that the City Public Works Director determines will benefit the City. The projects may be located in the City, the region, or both. The amount of the Supplemental Transportation Fee, including fee escalators tied to CPI or similar cost indexes, the timing of the payment of the Supplemental Transportation Fee, and the manner in which the Supplemental Transportation Fee shall be paid shall be solely within the discretion of the City Council. The Supplemental Transportation Fee shall not be based on any "nexus" requirement. The Supplemental Transportation Fee will be in excess of all applicable "AB 1600" development impact fees that are required to be paid by the Landowner for transportation projects. In deciding the amount of the Supplemental Transportation Fee, the City Council may consider information, including, but not limited to, the Transportation Funding Analysis currently being prepared by the City. Other than the Large Lot Tentative Map identified as part of the Project Approvals, no additional "Large Lot" Subdivision Map, and no Final "Small Lot" Subdivision Map which creates a residential lot upon which a residence could be constructed shall be approved or recorded, nor shall any permit or map for the construction of a non-residential building be approved or issued unless and until the City Council has: 1) decided whether to waive the application of any or all of the Threshold Conditions and instead require the Landowner to pay a Supplemental Transportation Fee; and 2) fixed the amount of the Supplemental Transportation Fee, the timing of the payment thereof, and the manner in which the Supplemental Transportation Fee shall be paid. The decision by the City Council to either maintain the Threshold Conditions or to require the Landowner to pay a Supplemental Transportation Fee shall be made only one time, and shall be irrevocable by the City Council. The decision by the City Council to either maintain the Threshold Conditions or to require the Landowner to pay a Supplemental Transportation Fee shall apply uniformly to the entire Project. The City may not allow or require certain lands within the Project to pay the Supplemental Transportation Fee while subjecting other lands within the Project to the Threshold Conditions.

7. Applicable Rules, Regulations, Fees and Official Policies.

7.1. Rules Regarding Permitted Uses. Except as provided in this Agreement, City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, the density and intensity of use, the rate timing and sequencing of development, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land shall be those in force on the Effective Date of this Agreement. Except as provided in Section 8.2, this Agreement does not vest Landowner's rights to pay development impact fees, exactions and dedications, processing fees, inspection fees, plan checking fees or charges.

7.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project and to public improvements to be constructed by Landowner shall be those in force and effect at the time the applicable permit approval is granted.

7.3. Changes in State or Federal Law. This Agreement shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or Federal laws or regulations.

7.4. Uniform Codes Applicable. Unless otherwise expressly provided in this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes, City standard construction specifications, and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the start of construction of such infrastructure.

8. Subsequently Enacted Fees, Dedications, Assessments and Taxes.

8.1. Processing Fees and Charges. Landowner shall pay those processing, inspection, and plan check fees and charges required by City under then current regulations for processing applications and requests for permits, approvals and other actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions with respect thereto or any performance required of Landowner hereunder.

8.2. Development Impact Fees, Exactions and Dedications. Landowner shall pay all development impact fees, dedications of land, connection or mitigation fees, and exactions required by City to support in the construction of any public facilities and improvements or the provision of public services in relation to development of the Property (together "Exactions") authorized by City after the Effective Date so long as said Exactions otherwise comply with applicable law, and are either (i) required on a City-wide basis, or (ii) apply uniformly to all properties within City that are zoned consistent with the Project Approvals, or (iii) apply uniformly to all properties that are similarly situated, whether by geographic location or other distinguishing circumstances. Except as otherwise provided in this Agreement, Exactions required by City to be paid by Landowner that do not meet one of the preceding criteria, shall be the Exactions authorized as of the Effective Date. Wherever this Agreement obligates Landowner to design, construct or install any improvements, the cost thereof may be provided by Landowner or by a Community Facilities District (CFD) or other such financing mechanism acceptable to City, subject to and in accordance with the provisions thereof.

9. Community Facilities District.

9.1. Community Facilities District Formation - Financing. City acknowledges that Landowner may cause to be formed a Community Facilities District ("CFD") pursuant to the provisions of Section 53311 et seq. of the Government Code for the purpose of financing the acquisition or construction of a portion of the Improvements described in Section 8.2.

9.2. Issuance of Bonds. City and Landowner agree that, with the consent of Landowner, and to the extent permitted by law, City and Landowner shall use their best efforts to cause bonds to be issued in amounts sufficient to achieve the purposes of this Section.

9.3. Payment Prior to Issuance of Bonds. Nothing in this Agreement shall be construed to preclude the payment by an owner of any of the parcels to be included within the CFD of a cash amount equivalent to its proportionate share of costs for the Improvements, or any portion thereof, prior to the issuance of bonds.

9.4. Private Financing. Nothing in this Agreement shall be construed to limit Landowners option to install the Improvements through the use of private financing.

9.5. Acquisition and Payment. City agrees that it shall use its best efforts to allow and facilitate monthly acquisition of completed Improvements or completed portions thereof, and monthly payment of appropriate amounts for such Improvements to the person or entity constructing Improvements or portions thereof, provided City shall only be obligated to use CFD bond or tax proceeds for such acquisitions.

10. Service District for Maintenance.

10.1. Formation, Consent, Waiver and Special Benefit. Landowner must cooperate in formation or annexation to, one or more financing mechanism or assessment district for maintenance purposes, as chosen by City (herein the "Services District"), and consents herewith to the levy of such special taxes as are necessary to fund the maintenance obligations described below. No residential building permit, excluding permits for model homes, shall be issued until the formation of, and inclusion of the Property in, the Services District. For purposes of Article XIIID of the California Constitution, Landowner acknowledges hereby that all the services described herein to be provided by the Services District will provide a "special benefit" to the Property, as defined by said Article, and that the foregoing support and consent shall apply as to any claim that any portion of the services supported by the special tax does not provide special benefit to the Property. The Services District shall:

i. Provide City assured funding for the ongoing maintenance and operation of public facilities and all Improvements required herein or in the Project Approvals, whether such facilities and Improvements are located within or outside of the boundaries of the Project, including: public roads, public streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operation, street lights, public alleys and associated frontage improvements such as curb, gutter and sidewalks, intersection signals, and street signs; road special features (e.g. speed bumps, textured or painted surfaces, modified crosswalks, etc.); project monument signs; all public landscaping, including street frontage landscaping and road medians; streetlights within the Property and upon the Property frontages and statuary, fountains or ornamental structures. Privately owned and maintained improvements are excluded from this provision. All road damage, both onsite and offsite, due to construction shall be the responsibility of Landowner and all costs associated with the damage shall be borne by Landowner.

ii. Cause to be established appropriate funding mechanisms, to the satisfaction of the Park District, to fund the ongoing maintenance of park facilities and improvements within the Project, and any other park improvements pursuant to the Project Approvals.

iii. Cause to be established appropriate funding mechanisms, as determined appropriate by City, in consultation with the Sacramento County Department of Water Resources, to fund the ongoing maintenance of drainage facilities within the Project consistent with the Project Approvals.

iv. Cause to be established appropriate funding mechanisms, as determined appropriate by City, to maintain all public open space areas within the Property, other than improved park sites, including without limitation, maintaining bike trails and conducting weed abatement and providing fire prevention to the satisfaction of the Sacramento Metropolitan Fire District within such open space areas. Such fire prevention efforts may include flail mowing from adjacent private property lines into such open space areas and other such vegetation management efforts as deemed necessary by the Fire District.

v. Conduct, manage and finance any environmental mitigation monitoring required by the Project Approvals.

Landowner acknowledges that the total annual cost of the maintenance obligations in this Section 10.1 is not known as of the Effective Date, and will be determined in the future. The assessments listed herein shall be adjusted annually on each January 1, beginning on January 1, 2006, based upon the Consumer Price Index, consistent with Sections 6.5.3 and 6.5.4 of this Agreement.

10.2. Public Parcel Exclusion. Landowner expressly agrees that Parcels conveyed or to be conveyed to City or Park District shall be excluded from any assessment to be imposed by the Services District.

11. Amendment or Cancellation.

11.1. Modification Because of Conflict with State or Federal Laws. In the event that State or Federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be approved by City Council in accordance with the Municipal Code and this Agreement.

11.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and the Municipal Code.

11.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in Section 5.2; (b) the permitted uses of the Property as provided in Sections 6.2 and 7.1; (c) provisions for "significant" reservation or dedication of land; (d) the location and maintenance of on-site and off-site improvements; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings or (g) monetary contributions by Landowner as provided in this Agreement shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or City Council before the parties may execute an amendment hereto. City's City Manager shall determine whether a reservation or dedication is "significant".

11.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) the density or intensity of use of the Project; (d) the maximum height or

size of proposed buildings; (e) monetary contributions by Landowner; (f) the location and maintenance of on-site and off-site improvements; or (g) any other issue or subject not identified as an "insubstantial amendment" in Section 11.3 of this Agreement, shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement, which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approval(s) shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

11.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of the Municipal Code. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

12. Term of Project Approvals. Pursuant to California Government Code Section 66452.6(a), the term of any parcel map or tentative subdivision map shall automatically be extended for the term of this Agreement.

13. Annual Review.

13.1. Review Date. The annual review date for this Agreement shall be approximately 12 months from the date the Agreement is entered into.

13.2. Initiation of Review. City's Planning Director shall initiate the annual review by giving to Landowner written notice that City intends to undertake such review. Within thirty (30) days of City's notice, Landowner shall provide evidence to the Planning Director to demonstrate good faith compliance with the Development Agreement. The burden of proof, by substantial evidence of compliance, is upon Landowner. City's failure to timely initiate the annual review is not deemed to be a waiver of the right to do so at a later date; accordingly, Landowner is not deemed to be in compliance with the Agreement by virtue of such failure to timely initiate review.

13.3. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports, and related Exhibits, concerning contract performance at least three (3) days prior to any annual review.

13.4. Costs. Costs reasonably incurred by City in connection with the annual review shall be paid by Landowner in accordance with City's schedule of fees and billing rates in effect at the time of review.

13.5. Non-compliance with Agreement; Hearing. If the Planning Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of the Agreement during the period under review, City Council, upon receipt of any report or recommendation from the Planning Commission, may initiate proceedings to modify or terminate the Agreement, at which time an administrative hearing shall be conducted, in accordance with the procedures of State law and Municipal Code Section 110-05. As part of that final determination, City Council may impose conditions that it considers necessary and appropriate to protect the interest of City.

13.6. Appeal of Determination. The decision of City Council as to Landowner's compliance shall be final, and any Court action or proceeding to attack, review, set

aside, void or annul any decision of the determination by the Council shall be commenced within thirty (30) days, as set forth in the Municipal Code (Section 115-39).

14. Default. Subject to any applicable extension of time, failure by any party to perform any term or provision of this Agreement required to be performed by such party shall constitute an event of default ("Event of Default"). For purposes of this Agreement, a party claiming another party is in default shall be referred to as the "Complaining Party," and the party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 14.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

14.1. Procedure Regarding Defaults.

14.1.1. Notice. The Complaining Party shall give written notice of default to the Party in Default, specifying the default complained of by the Complaining Party. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

14.1.2. Cure. The Party in Default shall diligently endeavor to cure, correct or remedy the matter complained of, provided such cure, correction or remedy shall be completed within the applicable time period set forth herein after receipt of written notice (or such additional time as may be deemed by the Complaining Party to be reasonably necessary to correct the matter).

14.1.3. Failure to Assert. Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings, which it may deem necessary to protect, assert, or enforce any such rights or remedies.

14.1.4. Notice of Default. If an Event of Default occurs prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, the Party in Default shall have such period to effect a cure prior to exercise of remedies by the Complaining Party. If the nature of the alleged default is such that it cannot, practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if: (a) the cure shall be commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given.

14.1.5. Legal Proceedings. Subject to the foregoing, if the Party in Default fails to cure a default in accordance with the foregoing, the Complaining Party, at its option, may institute legal proceedings pursuant to this Agreement or, in the event of a material default, terminate this Agreement. Upon the occurrence of an Event of Default, the parties may

pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this Agreement, or in City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

14.1.6. Effect of Termination. If this Agreement is terminated following any Event of Default of Landowner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property which is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a building permit issued by City. Furthermore, no termination of this Agreement shall prevent Landowner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by City that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with said building permit in effect at the time of such termination.

15. Estoppel Certificate. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the Parties; (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the Parties. City Manager of City shall be authorized to execute any certificate requested by Landowner. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default.

16. Mortgagee Protection; Certain Rights of Cure.

16.1. Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof after the date of recording this Agreement, including the lien for any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all the terms and conditions contained in this Agreement shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

16.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 16.1 above, no Mortgagee shall have any obligation or duty under this Agreement, before or after foreclosure or a deed in lieu of foreclosure, to construct or complete the construction of improvements, or to guarantee such construction of improvements, or to guarantee such construction or completion, or to pay, perform or provide any fee, dedication, improvements or other exaction or imposition; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by the Project Approvals or by this Agreement.

16.3. Notice of Default to Mortgagee and Extension of Right to Cure. If City receives notice from a Mortgagee requesting a copy of any notice of default given Landowner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Landowner, any notice given to

Landowner with respect to any claim by City that Landowner has committed an Event of Default. Each Mortgagee shall have the right during the same period available to Landowner to cure or remedy, or to commence to cure or remedy, the Event of Default claimed set forth in City's notice. City, through its City Manager, may extend the cure period provided in Section 14.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

17. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

19. Attorneys' Fees and Costs in Legal Actions By Parties to the Agreement. Should any legal action be brought by either party for breach of this Agreement or to enforce any provisions herein, the prevailing party to such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the Court.

20. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate and appear in defending such action. Landowner shall bear its own costs of defense as a real party in interest in any such action, and Landowner shall reimburse City on an equal basis for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding.

21. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such assignment in substantially the form attached hereto as Exhibit E and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of City Manager on behalf of City and the final form of such assignment shall be subject to the approval of City Attorney, neither of which shall be unreasonably withheld.

22. Agreement Runs with the Land. Except as otherwise provided for in Section 15 of this Agreement, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of

the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

23. Bankruptcy. The obligations of this Agreement shall not be dischargeable in bankruptcy.

24. Indemnification. Landowner agrees to indemnify, defend and hold harmless City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project, provided that Landowner shall have no indemnification obligation with respect to the gross negligence or willful misconduct of City, its contractors, subcontractors, agents or employees or with respect to the maintenance, use or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond).

25. Insurance.

25.1. Public Liability and Property Damage Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than one million ($1,000,000) dollars and a deductible of not more than ten thousand ($10,000.00) dollars per claim. The policy so maintained by Landowner shall name City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

25.2. Workers' Compensation Insurance. At all times that Landowner is constructing any improvements that will become public improvements, Landowner shall maintain Workers' Compensation insurance for all persons employed by Landowner for work at the Project site. Landowner shall require each contractor and subcontractor similarly to provide Workers' Compensation insurance for its respective employees. Landowner agrees to indemnify City for any damage resulting from Landowner's failure to maintain any such insurance.

25.3. Evidence of Insurance. Prior to commencement of construction of any improvements which will become public improvements, Landowner shall furnish City satisfactory evidence of the insurance required in Sections 25.1 and 25.2 and evidence that the carrier is required to give City at least fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Landowner performing work on the Project.

26. Excuse for Nonperformance. Landowner and City shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sum of money under the applicable provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental, civil, military or naval authority, or any other cause, whether similar or dissimilar to the foregoing, not within the control of the Party claiming the extension of time to perform. The Party claiming such extension shall send written notice of the claimed extension to the other Party within thirty (30) days from the commencement of the cause entitling the Party to the extension.

27. Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and, City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

28. Notices. All notices required by this Agreement, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, postage prepaid.

Notice required to be given to City shall be addressed as follows:

CITY OF RANCHO CORDOVA
Planning Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Notice required to be given to Landowner shall be addressed as follows:

JAEGER ROAD 530, LLC
Attn:
_____
_____

Either party may change the address stated herein by giving notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

29. Form of Agreement; Recordation; Exhibits. Except when this Agreement is automatically terminated due to the expiration of the Term of the Agreement or the provisions of Section 5.3 (Automatic Termination Upon Completion and Sale of Residential Lot), City shall cause this Agreement, any amendment hereto and any other termination of any parts or provisions hereof, to be recorded, at Landowner's expense, with the county Recorder within ten (10) days of the effective date thereof. Any amendment or termination of this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment or termination. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This Agreement consists of 18 pages and 7 Exhibits, which constitute the entire understanding and agreement of the parties.

30. Further Assurances. The Parties agree to execute such additional instruments and to undertake such actions as may be necessary to effectuate the intent of this Agreement.

31. City Cooperation. City agrees to cooperate with Landowner in securing all permits which may be required by City. In the event state or federal laws or regulations enacted after the Effective Date, or action of any governmental jurisdiction, prevent delay or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended, or suspended as may be necessary to comply with such State and Federal laws or regulations or the regulations of other governmental jurisdictions. Each party agrees to extend to the other its prompt and reasonable cooperation in so modifying this Agrement or approved plans.

IN WITNESS WHEREOF, City of Rancho Cordova, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. 41-2006, adopted by the Council of City on the 7th day of August, 2006, and Landowner has caused this Agreement to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

"LANDOWNER"

JAEGER ROAD 530, LLC
a California limited liability company

By: _____

Name: _____

Its: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B-1:	Preserve at Sunridge Large Lot Tentative Subdivision Map
Exhibit B-2:	Preserve at Sunridge Small Lot Tentative Subdivision Map
Exhibit C:	Land Use Table
Exhibit D:	Infill Park and Open Space Map
Exhibit E:	Form of Assignment

1277.003
09/20/05
CES

EXHIBIT 'A-1'

DESCRIPTION OF PROPERTY FOR THE PRESERVE AT SUNRIDGE DEVELOPMENT AGREEMENT

All that certain real property situate in Section 16, Township 8 North, Range 7 East, Mount Diablo Meridian, City of Rancho Cordova, County of Sacramento, State of California, more particularly described as follows:

Beginning at a found 2" brass disc set in concrete stamped L.S. 3923 marking the Southwest corner of said Section 16 as shown on that certain Large Lot Final Map entitled "Sunridge Park" filed for record in Book 326 of Maps, at Page 5, Sacramento County Records; thence along the West line of the Southwest One-Quarter of said Section 16, North 00°44'03" West a distance of 2645.65 feet to a found 2-1/2" brass disc set in concrete stamped L.S. 2901 marking the West One-Quarter corner of said Section 16; thence along the West line of the Northwest One-Quarter, North 00°44'04" West a distance of 1712.95 to a found t-bar with tag stamped RCE 7543 accepted and marking as the Northwest corner as shown on said map; thence leaving said West line of the Northwest One-Quarter, North 89°34'45" East a distance of 5288.75 feet to a point on the East line of said Section 16 marking the Northeast corner from which a found t-bar with tag stamped RCE 7543 at a fence intersection bears South 89°34'45" West a distance of 3.57 feet as shown on said map; thence along the East line of said Section 16, South 00°56'08" East a distance of 4360.46 feet to a found old fence intersection accepted as the Southeast corner of said Section 16 as shown on said map; thence along the South line of said Section 16, South 89°35'53 West a distance of 5304.08 feet to the Point of Beginning.

Containing 530.055 acres of land, more or less.

The **Basis of Bearings** for this description is the California State Plane Coordinate System, Zone 2, Nad 83, Epoch Date 1997.30, as measured between NGS Station "G 1414," 1st order, and NGS station "Sheldon," 1st order. Said bearing is North 72°44'09" East. Distances shown are ground based.

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

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

Date: 5/19/06



PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

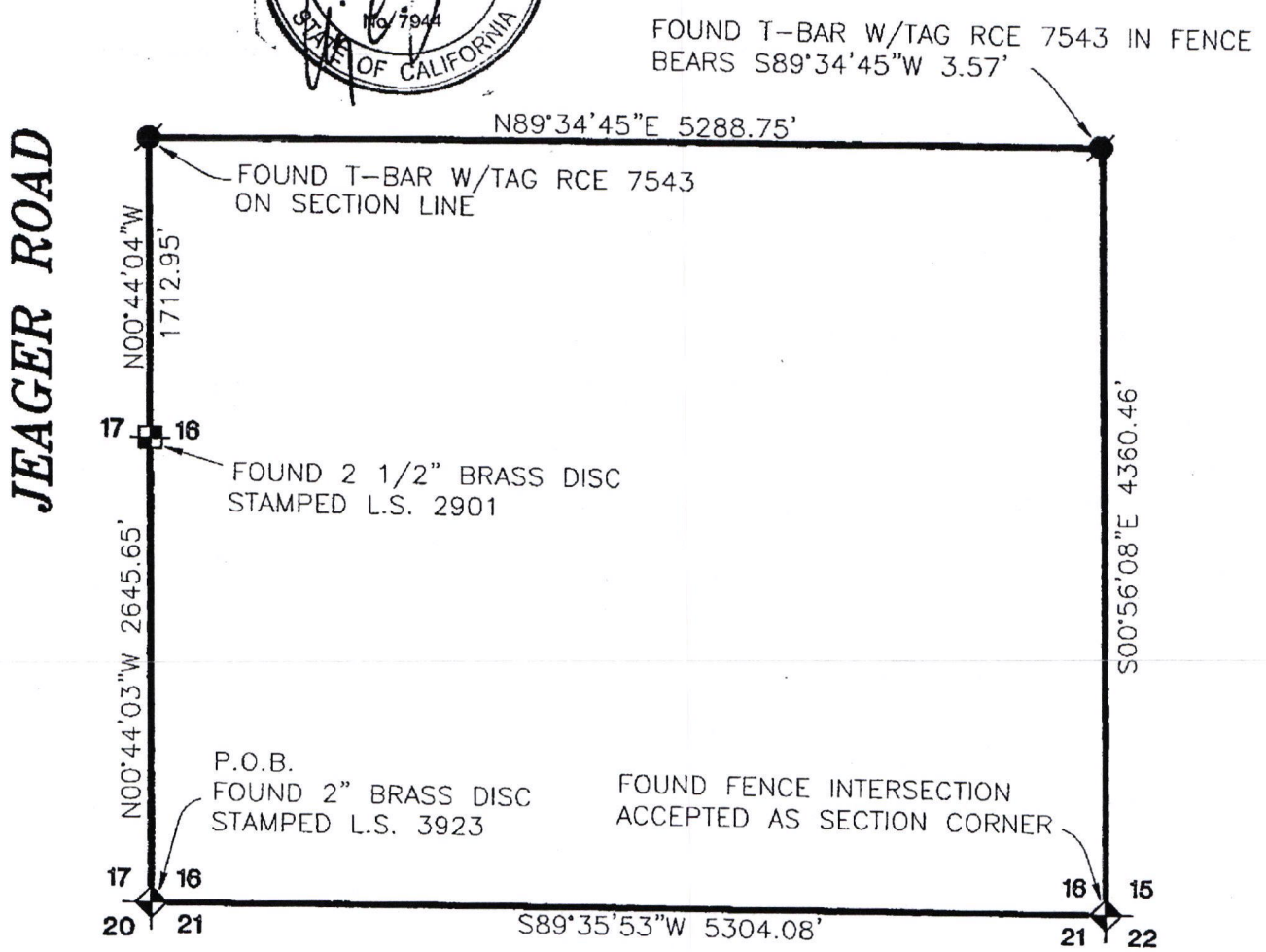
EXHIBIT A-2

PLAT TO ACCOMPANY DESCRIPTION

SUNRIDGE 530
THE PRESERVE AT SUNRIDGE
DEVELOPMENT AGREEMENT
PORTION OF SEC. 16,T.8N., R.7 E., M.D.M.

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/07
No. 7944
STATE OF CALIFORNIA



LEGEND

P.O.B. POINT OF BEGINNING

AS NOTED

SECTION CORNER

QUARTER SECTION CORNER

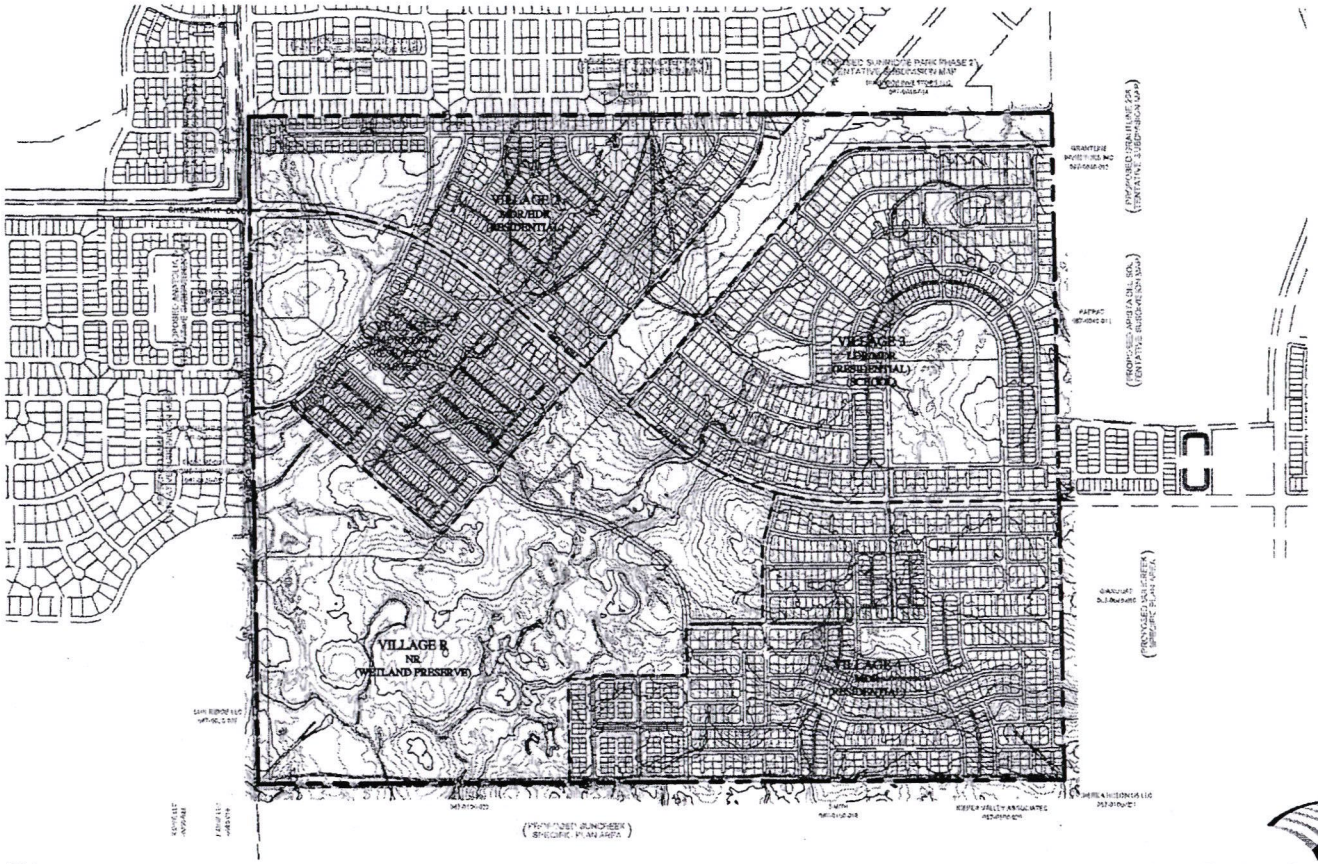
SCALE: 1"=1000'

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

LARGE LOT EXHIBIT B1

THE PRESERVE AT SUNRIDGE

(FORMERLY SUNRDIGE VILLAGE)
CITY OF RANCHO, CALIFORNIA
JUNE 21, 2006



NORTH
0
200
100
400

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

J:\Jobs\1277-Sunridge 530\sunridge-530-OA\Planning\Exhibits\LargeLotStudyB-Sunridge530.dwg 6/21/06 5:43pm awatkins

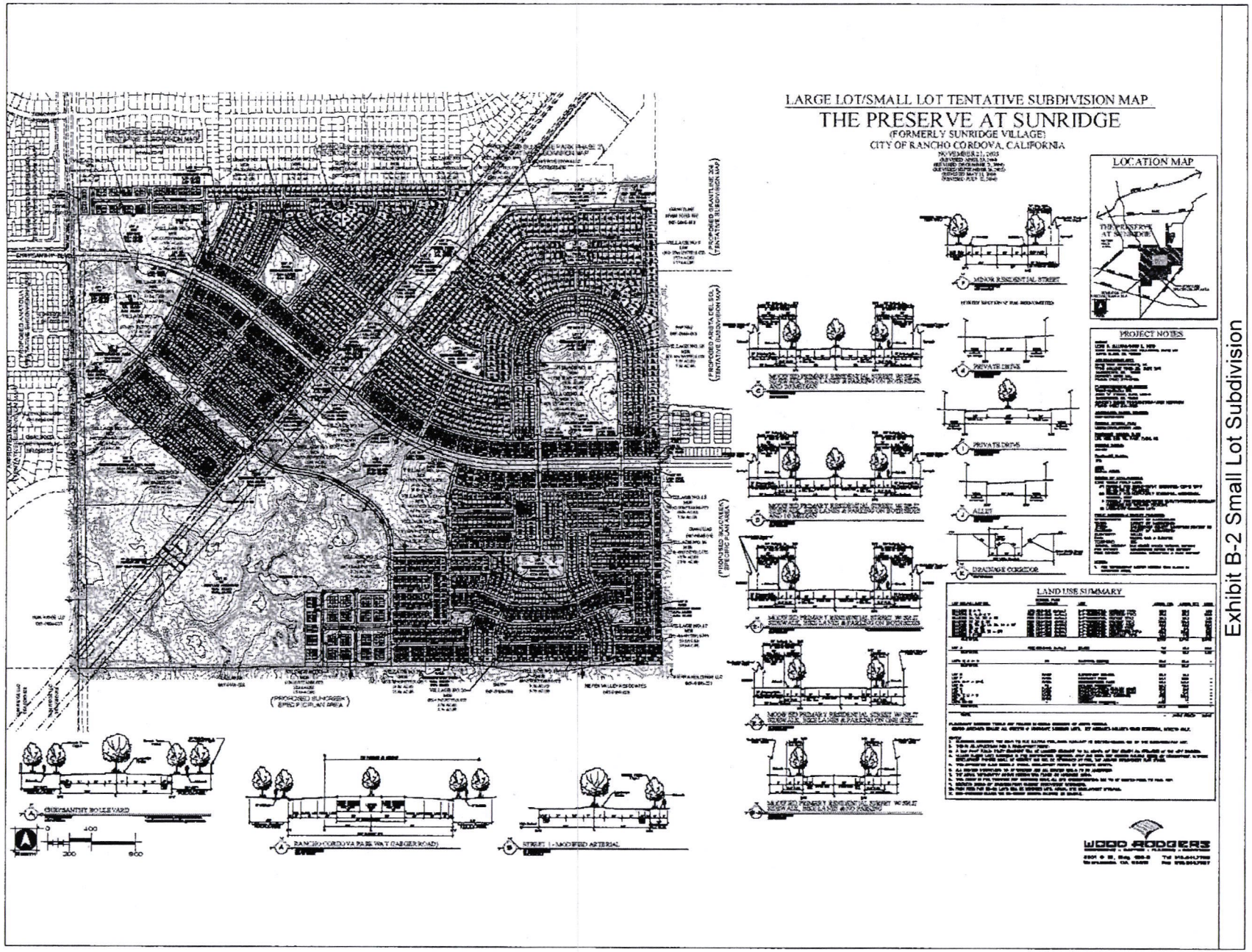

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP
THE PRESERVE AT SUNRIDGE
(FORMERLY SUNRIDGE VILLAGE)
CITY OF RANCHO CORDOVA, CALIFORNIA
LOCATION MAP
PROJECT NOTES
LAND USE SUMMARY
WOOD RODGERS
Exhibit B-2 Small Lot Subdivision

EXHIBIT C - LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGES 8 + 9	LDR (2.1-6.0 du/ac.)	S-F RESIDENTIAL (55'X105' TYP.)	32.9	32.9	183
VILLAGES 2. 4. 6 + 7	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (50'X105' TYP.)	59.8	59.8	360
VILLAGES 14. 16. 20 + 28	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (43'X72' TYP.)	27.7	27.7	261
VILLAGES 17. 21 + 22	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (48'X60' TYP.)	26.8	26.8	246
VILLAGES 3. 10. 11. 15. 18. 24 + 27	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (30'X76' TYP.)	66.1	66.1	669
VILLAGES 25 + 26	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (22'X70' TYP.)	6.6	6.6	101
VILLAGES 5. 12. 13. 19 + 29	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (COURTYARD TYP.)	38.9	50.0	381
VILLAGES 1 + 23	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (COTTAGE TYP.)	18.7	19.1	192
SUBTOTAL			277.5	289.0	2,393
LOT A	HDR (18.1-40 du/ac.)	RD-30	9.6	11.2	288
SUBTOTAL			9.6	11.2	288
LOTS B. C + D	VC	SHOPPING CENTER	17.0	21.6	-
SUBTOTAL			17.0	21.6	-
LOT E	P/QP	ELEMENTARY SCHOOL	10.9	12.1	
LOT F	P/OS	COMMUNITY PARK	24.4	27.3	-
LOTS G-P + W-Z	P/OS	NEIGHBORHOOD PARK	24.2	30.5	-
LOT Q	NR	WETLAND PRESERVE	89.7	92.4	-
LOT R	P/QP	DETENTION/WATER QUALITY BASIN	17.0	18.1	-
LOT S	P/QP	DETENTION/WATER QUALITY BASIN	6.0	6.0	-
LOTS T. U + V	P/OS	PARKWAY/DRAINAGE CORRIDOR	19.8	20.8	-
LOT AA	P/OS	PARKWAY	1.1	1.1	-
LOTS BB-KK	-	LANDSCAPE CORRIDOR*	4.23	-	-
SUBTOTAL			192.3	208.3	-
TOTAL			-	530.1 ACRES	2,681

* LANDSCAPE CORRIDOR TOTALS ARE INCLUDED IN GROSS ACREAGES OF ABOVE PARCELS.
GROSS ACREAGES INCLUDE ALL STREETS + LANDSCAPE CORRIDOR LOTS. NET ACREAGES INCLUDES MINOR RESIDENTIAL STREETS ONLY.

NOTES:

1. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1 (A) OF THE SUBDIVISION MAP ACT.
2. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
3. A 12.5 FOOT PUBLIC UTILITY EASEMENT WILL BE LOCATED ADJACENT TO ALL RIGHTS OF WAY EXCEPT AS APPROVED BY THE CITY ENGINEER.
4. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE ORDERLY AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
5. THIS APPLICATION ALSO SEEKS A SPECIAL DEVELOPMENT PERMITS BY SEPARATE EXHIBITS.
6. ALL EXISTING STRUCTURES TO BE REMOVED AND ALL EXISTING WELLS TO BE ABANDONED.
7. THE AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN ON NOVEMBER 2003.
8. THIS EXHIBIT IS FOR TENTATIVE MAP PURPOSES ONLY. ALL SITE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
9. INDICATES AREAS OF DEVIATION FROM CURRENT IMPROVEMENT STANDARDS.
10. PARK FEES FOR RD-30 LOTS WILL BE DEFERRED UNTIL ACTUAL SITE DEVELOPMENT APPROVAL.
11. NON-STANDARD ELBOW. NO ON-STREET PARKING ALLOWED ON KNUCKLE.

EXHIBIT D: In-fill Park and Open Space
Renovation and Acquisition Area Map

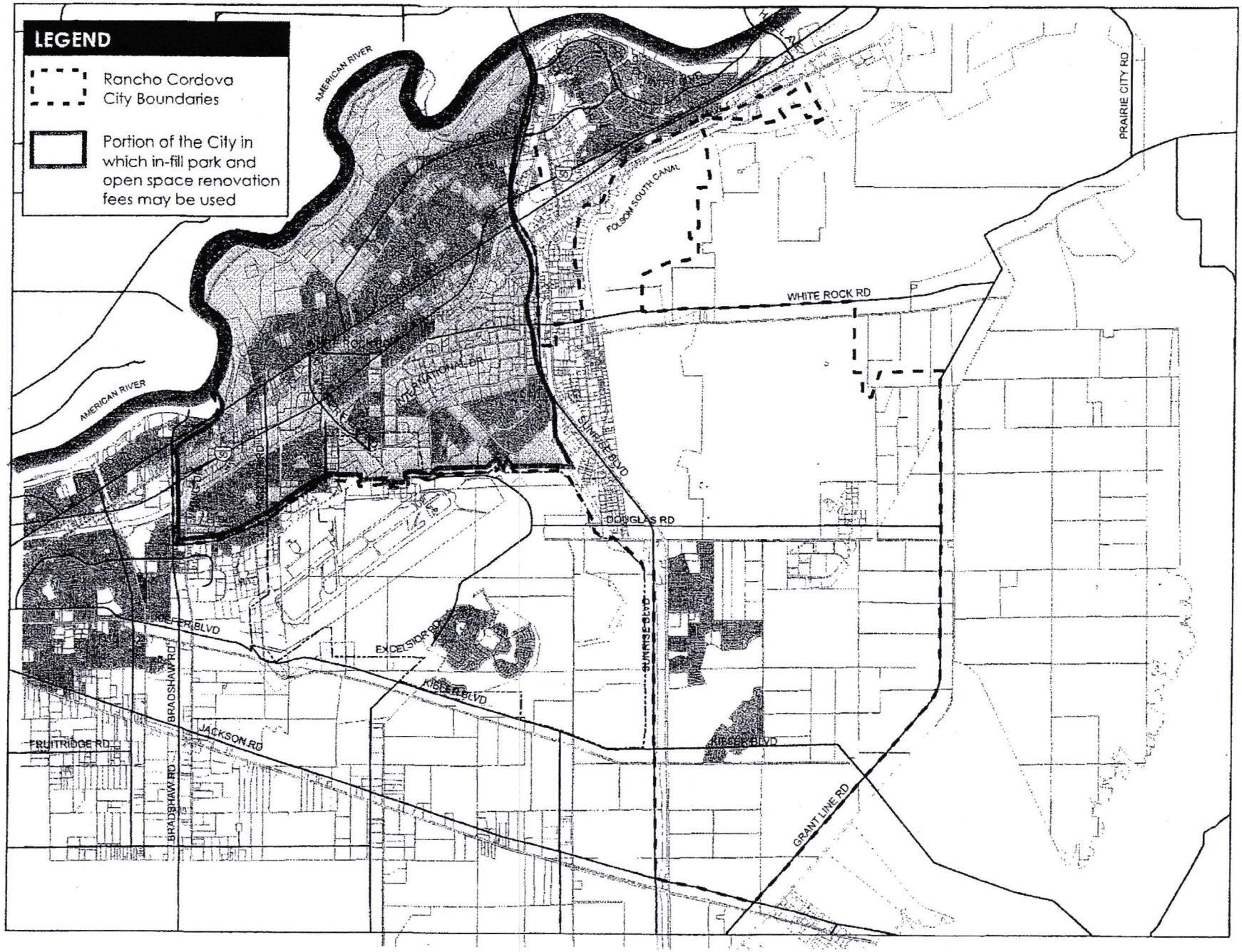


EXHIBIT E

FORM OF ASSIGNMENT

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO PRESERVE AT SUNRIDGE

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 200_ ____, by and between _____, a _____ _____ (hereinafter "Developer"), and _____, a _____ _____ (hereinafter "Assignee").

RECITALS

1. On _____, 200_, City of Rancho Cordova and Developer entered into that certain agreement entitled "Development Agreement By and Between City of Rancho Cordova and Relative to the Development known as Preserve at Sunridge (hereinafter the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 200_, as Instrument No. 200_-_____.

2. Developer intends to convey a portion of the Subject Property to Assignee, commonly referred to as Parcel _____, and more particularly identified and described in Exhibit A-1 and Exhibit A-2, attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel").

3. Developer desires to assign and Assignee desires to assume all of Developer's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns, effective as of Developer's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. Developer retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Developer.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 28 of the Development Agreement for the Developer with respect to the Assigned Parcel shall be:

_____
_____
_____
_____

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written. This Agreement may be signed in identical counterparts.

DEVELOPER:	ASSIGNEE:
JAEGER ROAD 530, LLC A California limited liability company	_____, a _____
By: _____ Print Name: Title:	By: _____ Print Name: _____ Title: _____

THE PRESERVE PARK DEDICATION SUMMARY

Quimby Parks (5 ac/1,000)

Lot F	24.4
Lot H	4.3 (increase from 1.5)
Lot J	2.2
Lot K	4.9
Lot L	2.0
Total	37.8
Required	37.8
Balance	**0**

Mandatory OS (0.85 ac/1,000)

Lot W	0.4
Lot X	1.1
Lot Y	1.8
Lot Z	1.4
Total	4.7
Required	6.4
Balance	-1.7

Credit 1.7 from neigh. Greens

Net Balance 0

Neighborhood Greens (0.5 ac/1,000)

Lot G	1.2
Lot I	1.0
Lot M	0.6
Lot N	0.5
Lot O	1.1
Lot P	1.6
Total	6
Required	3.8
Balance	2.2

Transfer 1.7 to Mandatory OS

Transfer 0.5 to Communitywide OS

Net Balance 0

Communitywide OS (0.4 ac/1,000

Lot T	10.0
Lot U	4.3
Lot V	5.5
Total	19.8(x 12.62%)=2.5
Required	3.0
Balance	-0.5

Credit 0.5 from Neigh. Greens

Net Balance 0

Amphitheater/Gardens (0.25 ac/1,000)

In lieu Fee	1.9
Total	1.9
Required	1.9
Balance	**0**

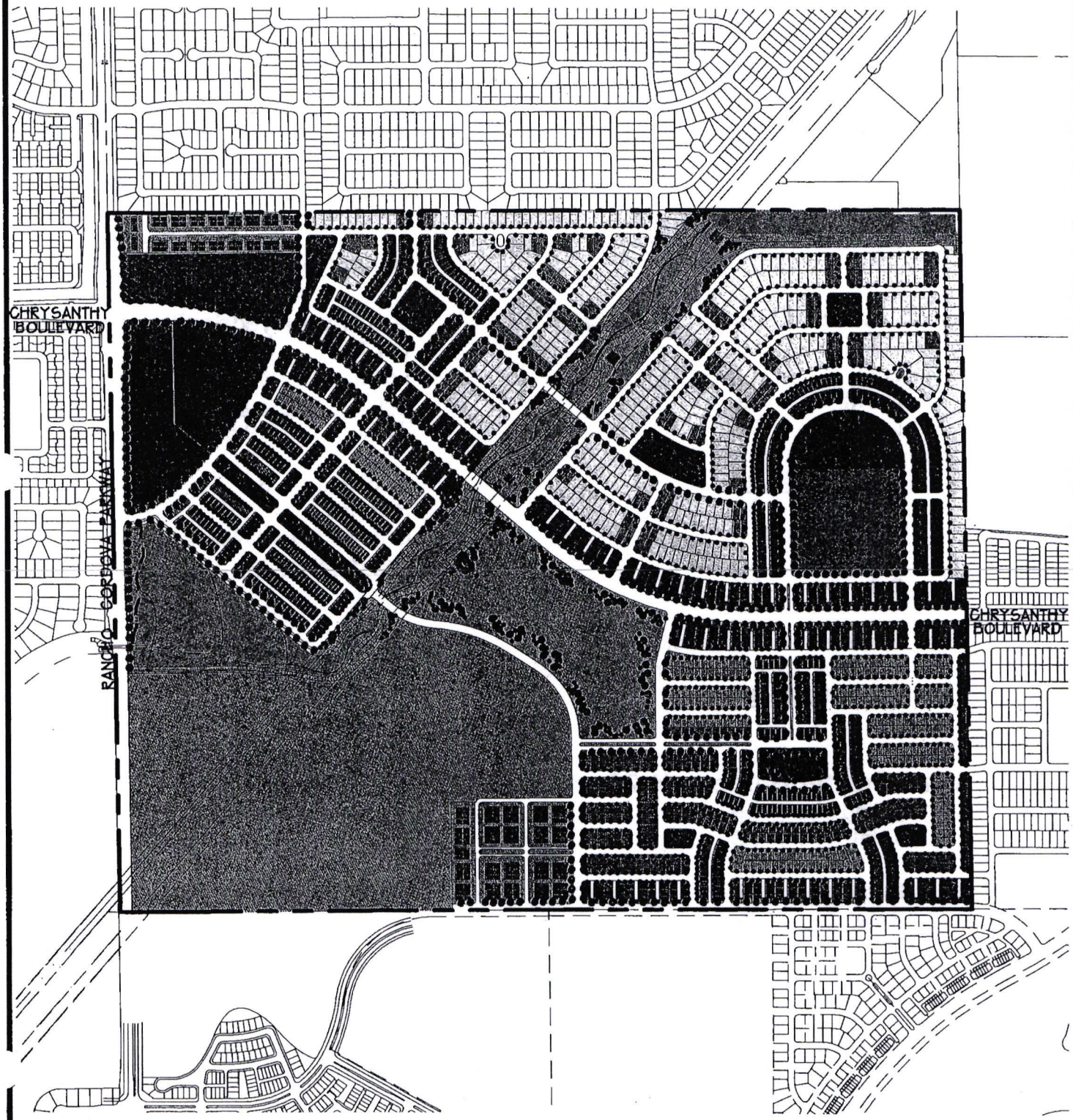
Attachment 7

CITY COUNCIL EXHIBIT PACKET

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

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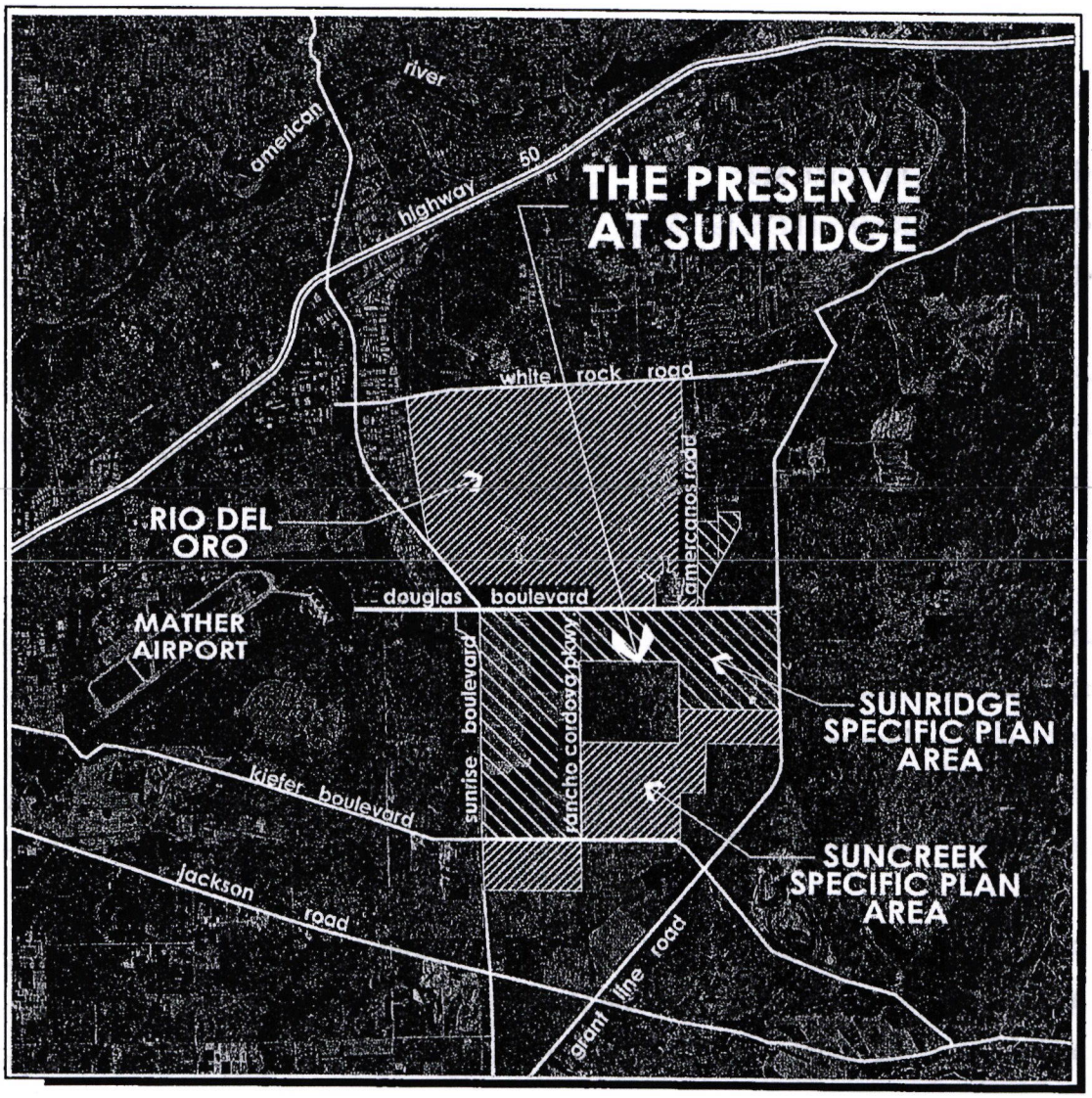
EXHIBIT 1

LOCATION MAP

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



NORTH

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

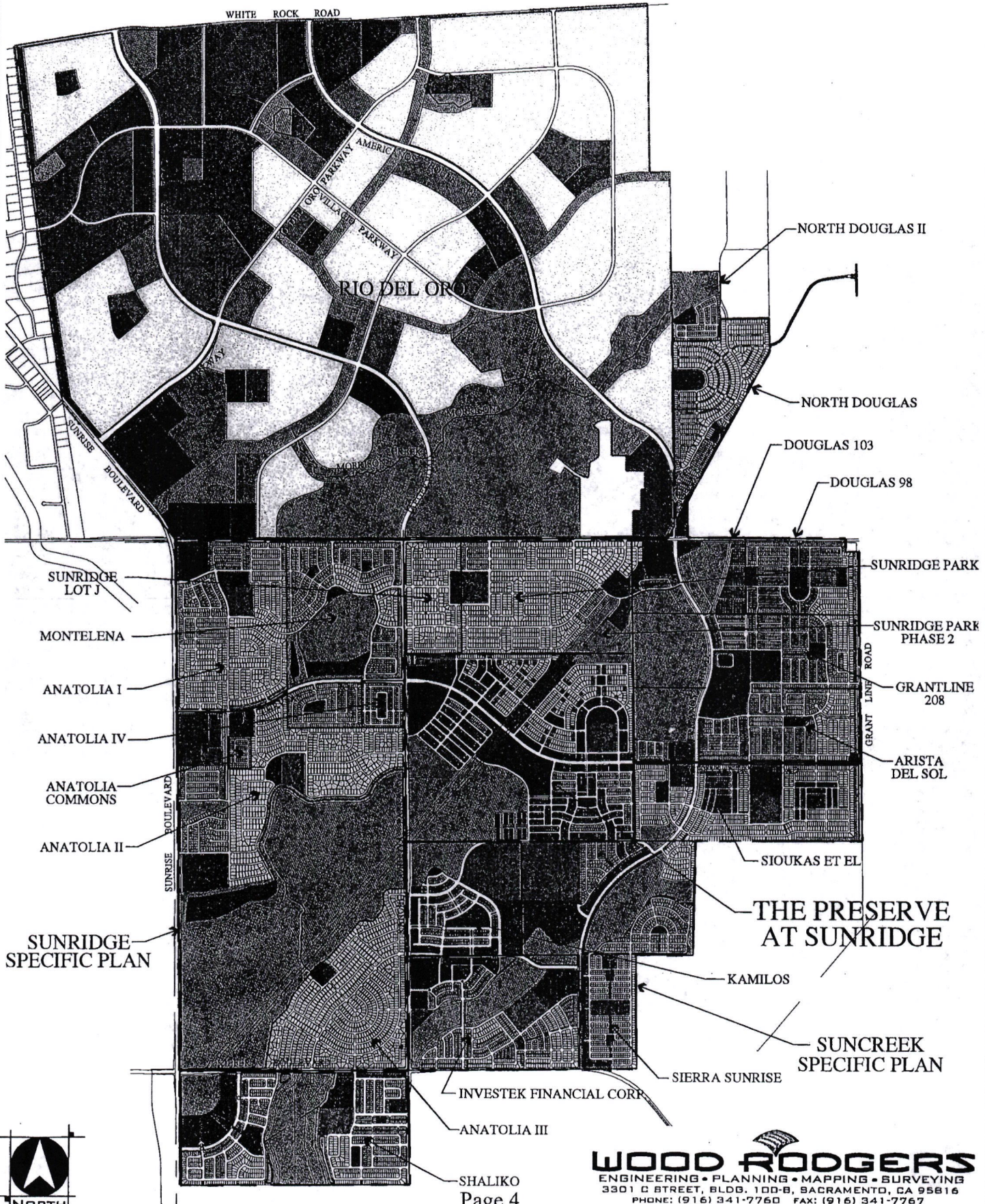
EXHIBIT 2

REGIONAL CONTEXT MAP

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



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PHONE: (916) 341-7760 FAX: (916) 341-7767

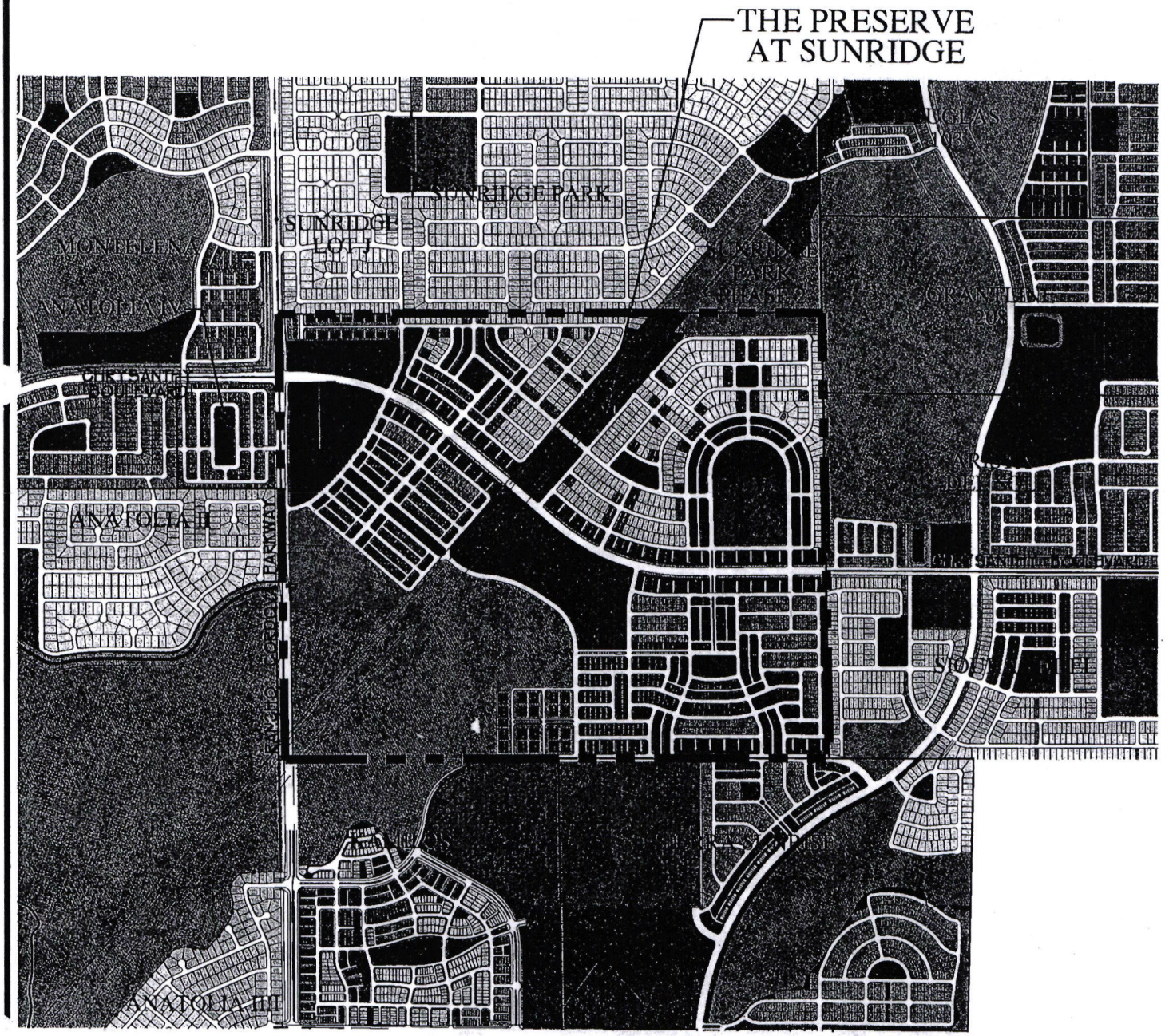
EXHIBIT 3

LOCAL CONTEXT MAP

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



NORTH

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT 4

LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

THE PRESERVE AT SUNRIDGE

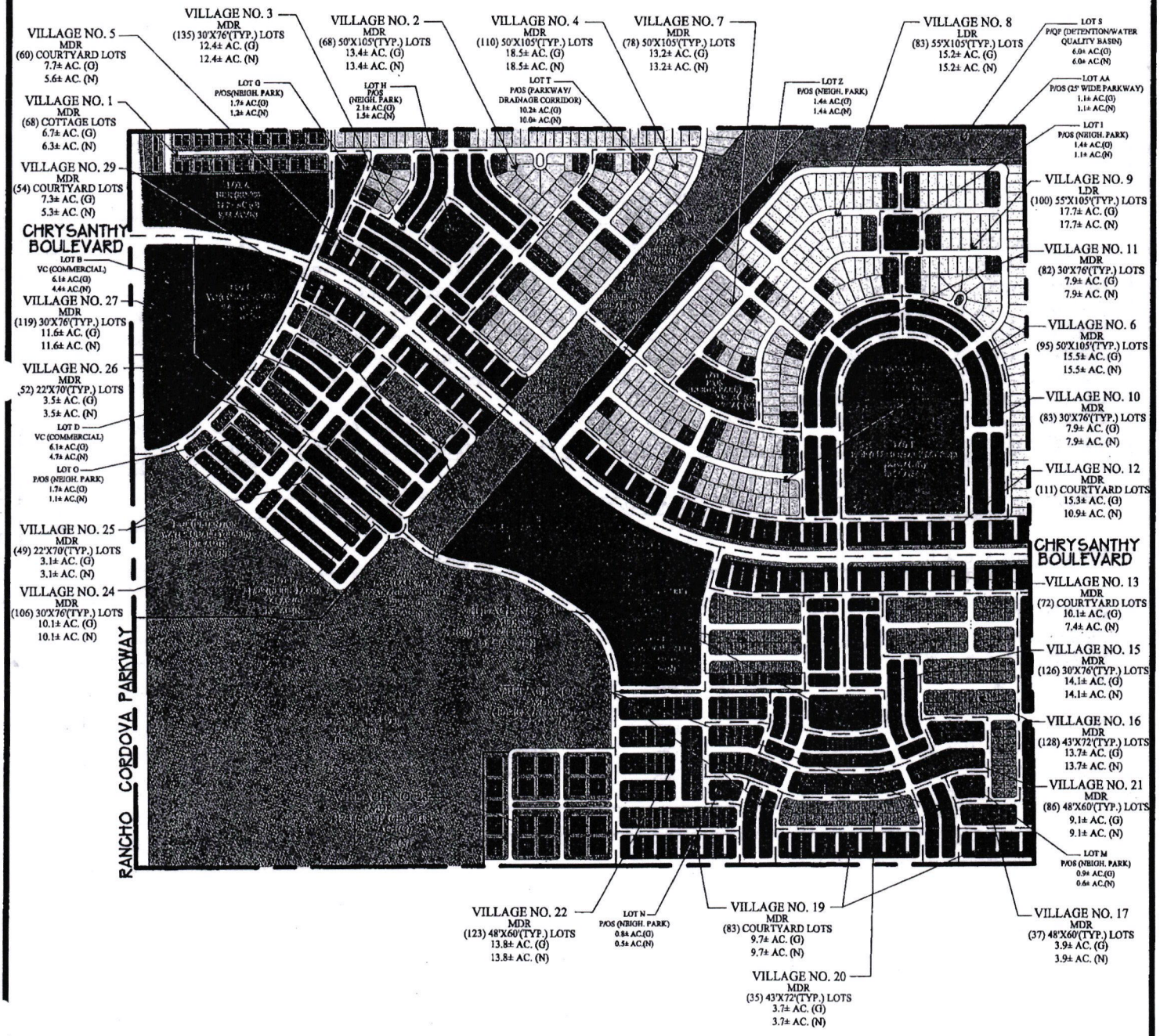
CITY OF RANCHO CORDOVA, CALIFORNIA

NOVEMBER 21, 2003

(REVISED APRIL 23, 2004)

(REVISED DECEMBER 21, 2004)

(REVISED MAY 11, 2006)



NORTH

WOOD RODGERS

DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816

PHONE: (916) 341-7760 FAX: (916) 341-7767

EXHIBIT 5

LAND USE SUMMARY TABLE

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

NOVEMBER 21, 2003

(REVISED APRIL 23, 2004)

(REVISED DECEMBER 21, 2004)

(REVISED MAY 11, 2006)

LOT NO./VILLAGE NO.	GENERAL PLAN DESIGNATION	USE	ACRES (N)	ACRES (G)	UNITS
VILLAGES 8 + 9	LDR (2.1-6.0 du/ac.)	S-F RESIDENTIAL (55'X105' TYP.)	32.9	32.9	145
VILLAGES 2, 4, 6 + 7	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (50'X105' TYP.)	60.6	60.6	267
VILLAGES 2, 4, 6, 7, 8 + 9		S-F RESIDENTIAL (DUPLEX TYP.)	-	-	122
VILLAGES 14, 16, 20 + 28	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (43'X72' TYP.)	27.7	27.7	261
VILLAGES 17, 21 + 22	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (48'X60' TYP.)	26.8	26.8	246
VILLAGES 3, 10, 11, 15, 18, 24 + 27	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (30'X76' TYP.)	68.7	68.7	701
VILLAGES 25 + 26	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (22'X70' TYP.)	6.6	6.6	101
(INDICATES LIVE/WORK HOUSING)					
VILLAGES 5, 12, 13, 19 + 29	MDR (6.1-18.0 du/ac.)	S-F RESIDENTIAL (COURTYARD TYP.)	38.8	49.9	380
VILLAGES 1 + 23		S-F RESIDENTIAL (COTTAGE TYP.)	18.7	19.1	192
SUBTOTAL			280.8	292.3	2,415
LOT A	HDR (18.1-40 du/ac.)	RD-30	9.3	11.2	288
SUBTOTAL			9.3	11.2	288
LOTS B, C + D	VCMU	SHOPPING CENTER	17.4	21.6	-
SUBTOTAL			17.4	21.6	-
LOT E	LDR	ELEMENTARY SCHOOL	10.9	12.1	
LOT F	LDR	COMMUNITY PARK	24.4	27.3	-
LOTS G-P + W-Z	LDR	NEIGHBORHOOD PARK	21.3	27.2	-
LOT Q	OS	OPEN SPACE/WETLAND PRESERVE	88.7	92.4	-
LOT R	LDR	DETENTION/WATER QUALITY BASIN	16.3	18.1	-
LOT S	LDR	DETENTION/WATER QUALITY BASIN	6.0	6.0	-
LOTS T, U + V	OS	PARKWAY/DRAINAGE CORRIDOR	19.8	20.8	-
LOT AA	LDR	PARKWAY	1.1	1.1	-
LOTS BB-KK	-	LANDSCAPE CORRIDOR*	4.23	-	-
SUBTOTAL			192.7	205.0	-
TOTAL			-	530.1 ACRES	2,703

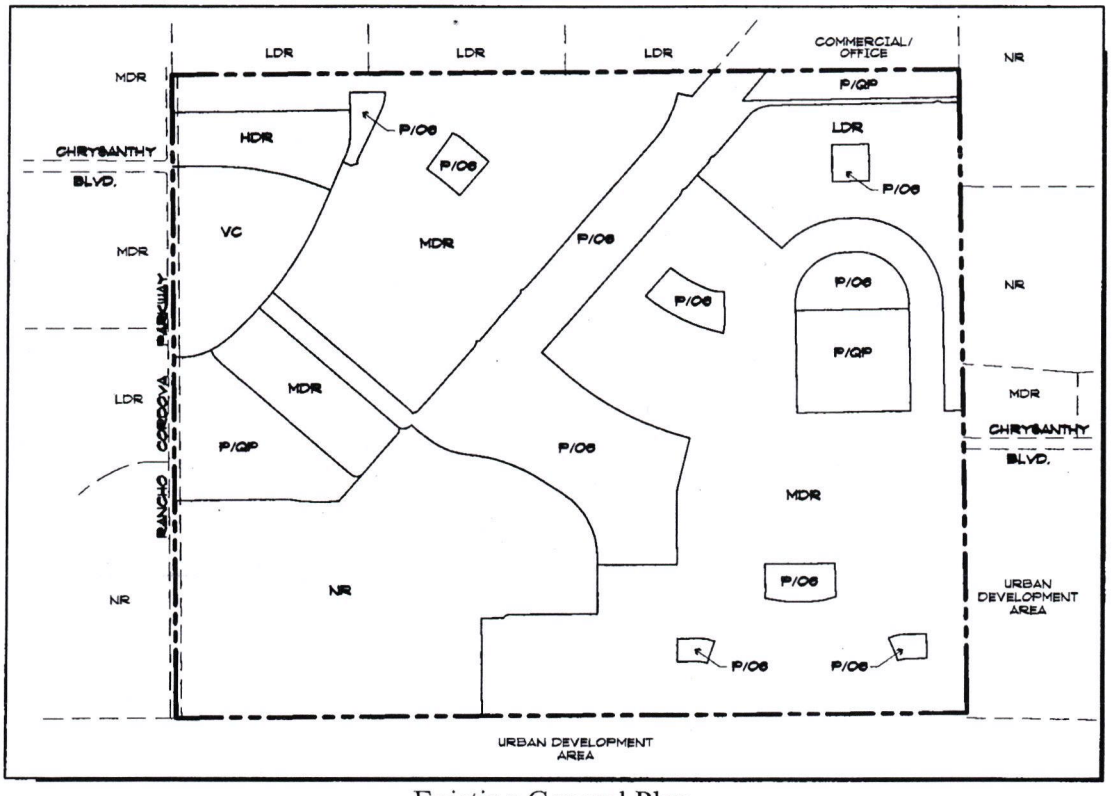
WOOD RODGERS
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3301 C STREET, BLDG. 100-B, SACRAMENTO, CA 95816
PHONE: (916) 341-7760 FAX: (916) 341-7767

GENERAL PLAN EXHIBIT

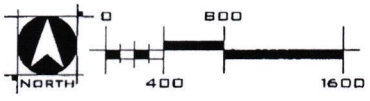
THE PRESERVE AT SUNRIDGE

(FORMERLY SUNRIDGE VILLAGE)
CITY OF RANCHO CORDOVA, CALIFORNIA

NOVEMBER 21, 2003
(REVISED APRIL 23, 2004)
(REVISED DECEMBER 21, 2004)
(REVISED OCTOBER 12, 2005)
(REVISED MAY 11, 2006)
(REVISED JULY 10, 2006)



Existing General Plan



WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING
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PHONE: (916) 341-7760 FAX: (916) 341-7767

File: J:\JOBS\1104-MARSHALL ROAD\MARSHALL ROAD\PLANNING\EXHIBITS\GPA-V.DWG Last edited: 10/23/02 @ 08:20 Preliminary

EXHIBIT 7

REZONE EXHIBIT

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

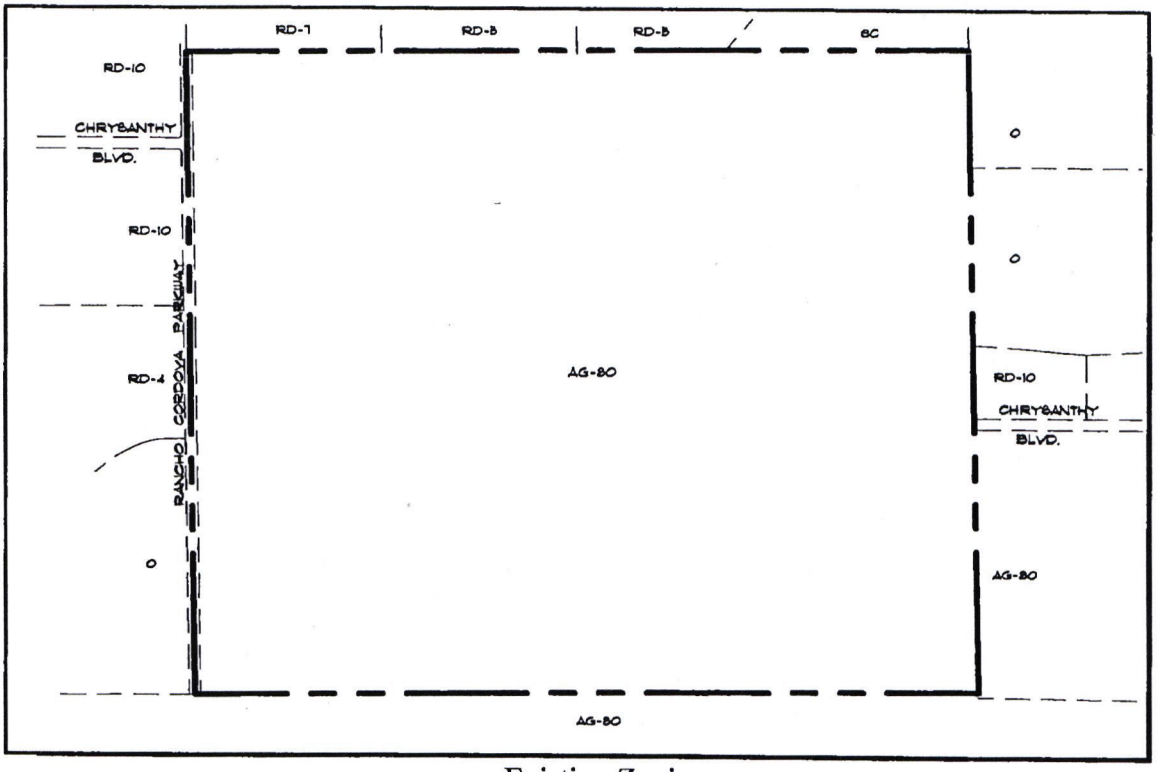
NOVEMBER 21, 2003

(REVISED APRIL 23, 2004)

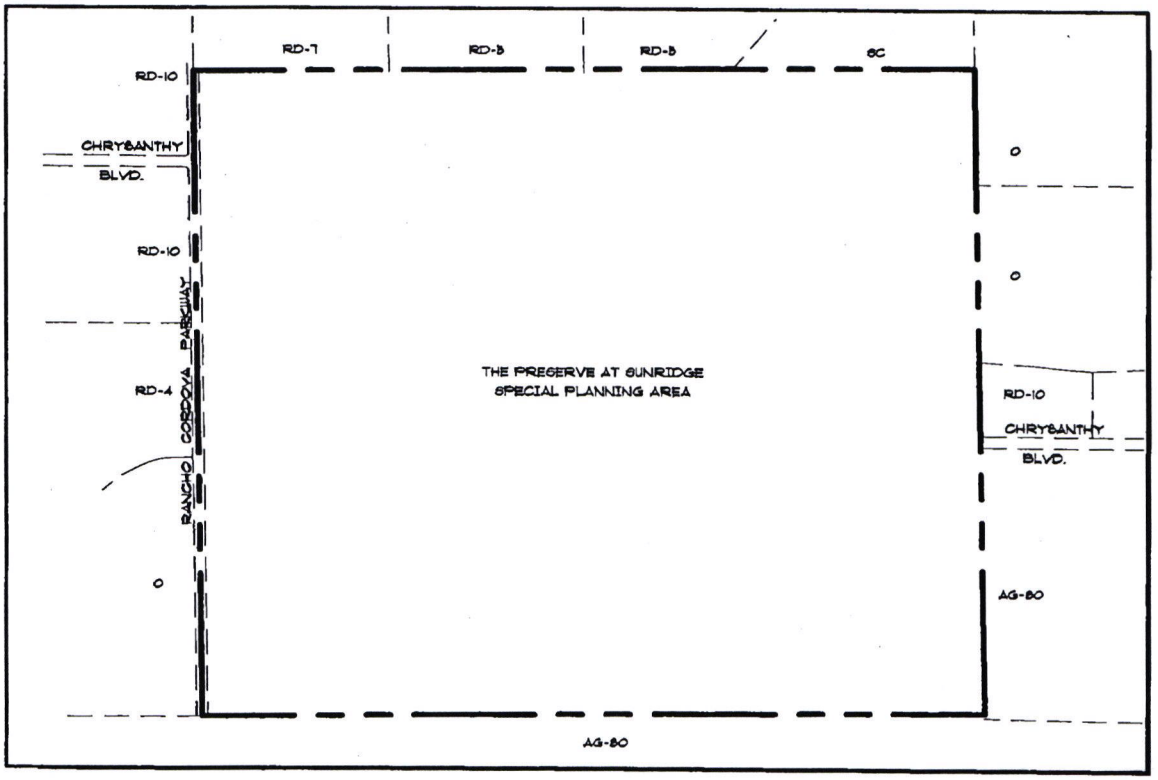
(REVISED DECEMBER 21, 2004)

(REVISED OCTOBER 12, 2005)

(REVISED MAY 11, 2006)



Existing Zoning



Proposed Zoning

NORTH

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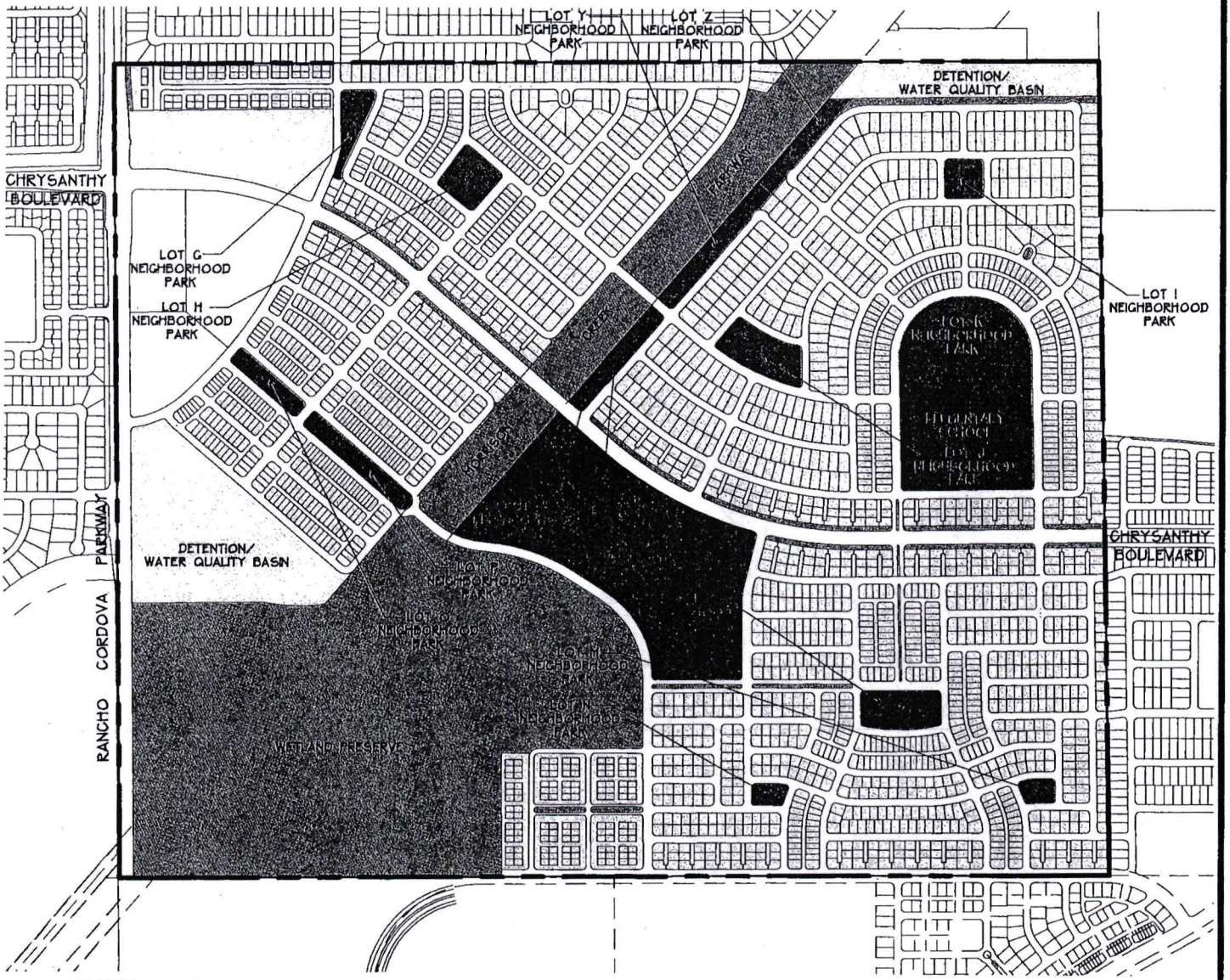
EXHIBIT 8

PARKS EXHIBIT

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



PARK LISTING BY LOT

PARKS	GROSS ACRES	NET ACRES
LOT F	27.3	24.4
LOT G	1.7	1.2
LOT H	2.1	1.5
LOT I	1.4	1.0
LOT J	2.9	2.2
LOT K	5.6	4.9
LOT L	2.7	2.0
LOT M	0.9	0.6
LOT N	0.8	0.5
LOT O	1.7	1.1
LOT P	2.4	1.6
LOT W	0.5	0.4
LOT X	1.2	1.1
LOT Y	1.9	1.8
LOT Z	1.4	1.4
TOTAL	54.5	45.7

LEGEND

PARK AREAS

NORTH

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PHONE: (916) 341-7760 FAX: (916) 341-7767

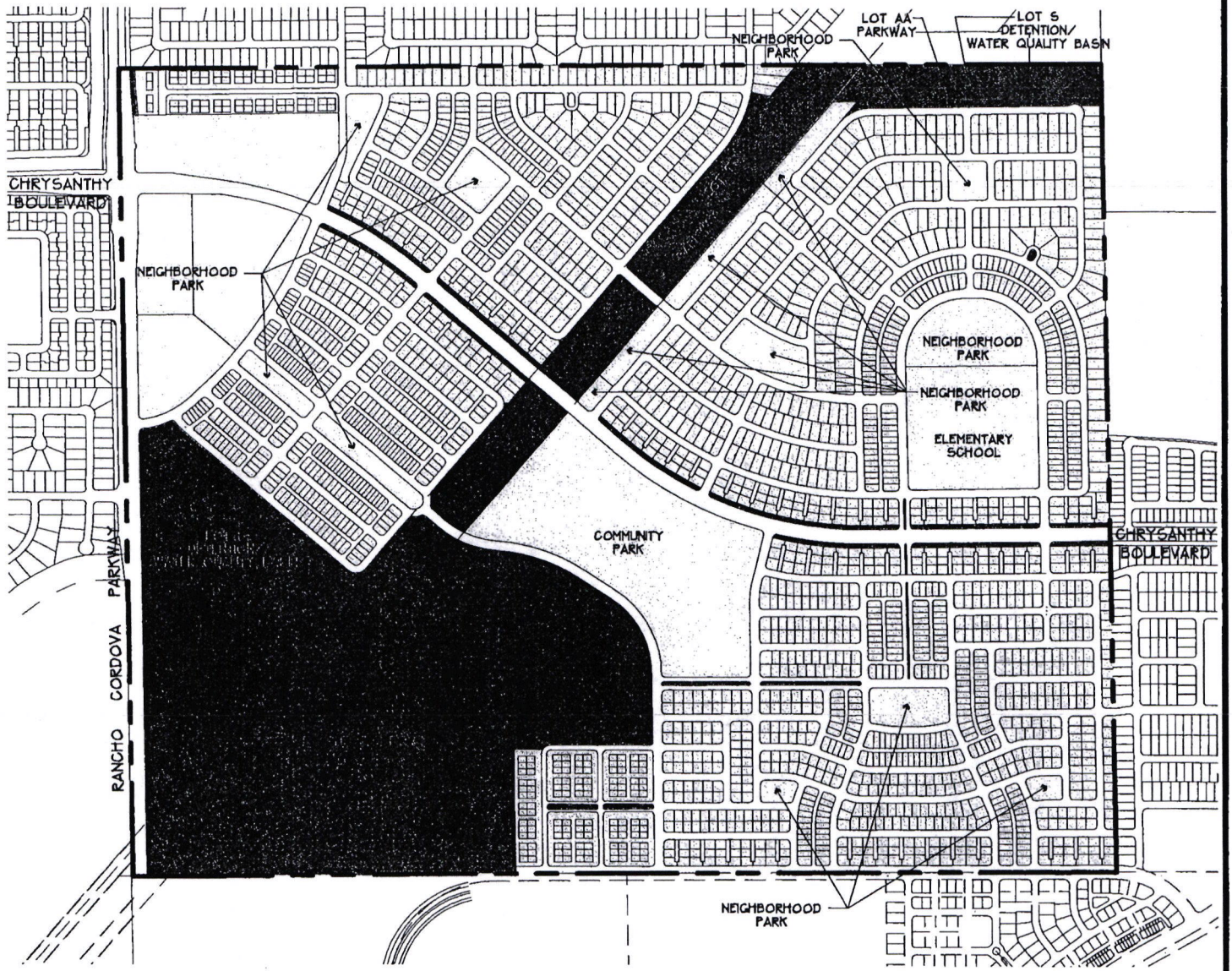
EXHIBIT 9

OPEN SPACE EXHIBIT

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



OPEN SPACE LISTING BY LOT

	GROSS ACRES	NET ACRES
LOT Q	92.4	89.7
LOT R	18.1	17.0
LOT S	6.0	6.0
LOT T	10.2	10.0
LOT U	4.7	4.3
LOT V	5.9	5.5
LOT AA	1.1	1.1
LOTS BB - KK	-	4.23
TOTAL	**138.4**	**137.8**

OPEN SPACE ACREAGE INCLUDES ALL PARKWAYS, DRAINAGE CORRIDORS, DETENTION BASINS, WETLAND PRESERVE AND LANDSCAPE CORRIDORS.

LEGEND

OPEN SPACE AREAS

NORTH

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PHONE: (916) 341-7760 FAX: (916) 341-7767

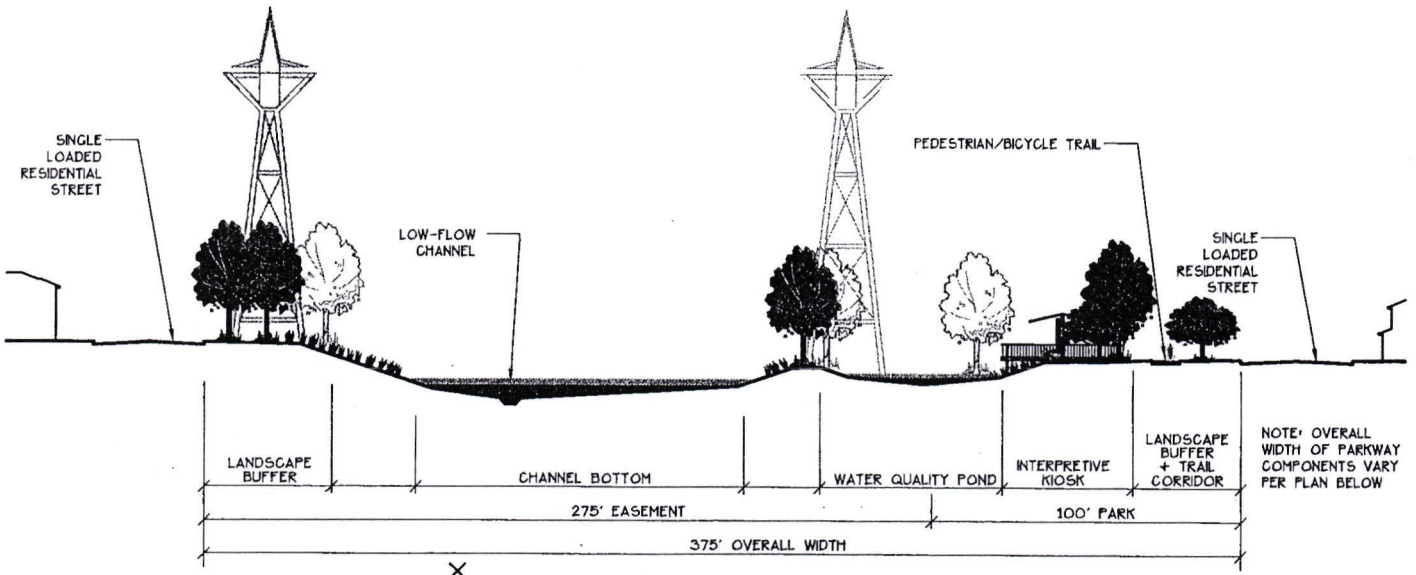
EXHIBIT 10

MORRISON CREEK PARKWAY - PLAN & SECTION

THE PRESERVE AT SUNRIDGE

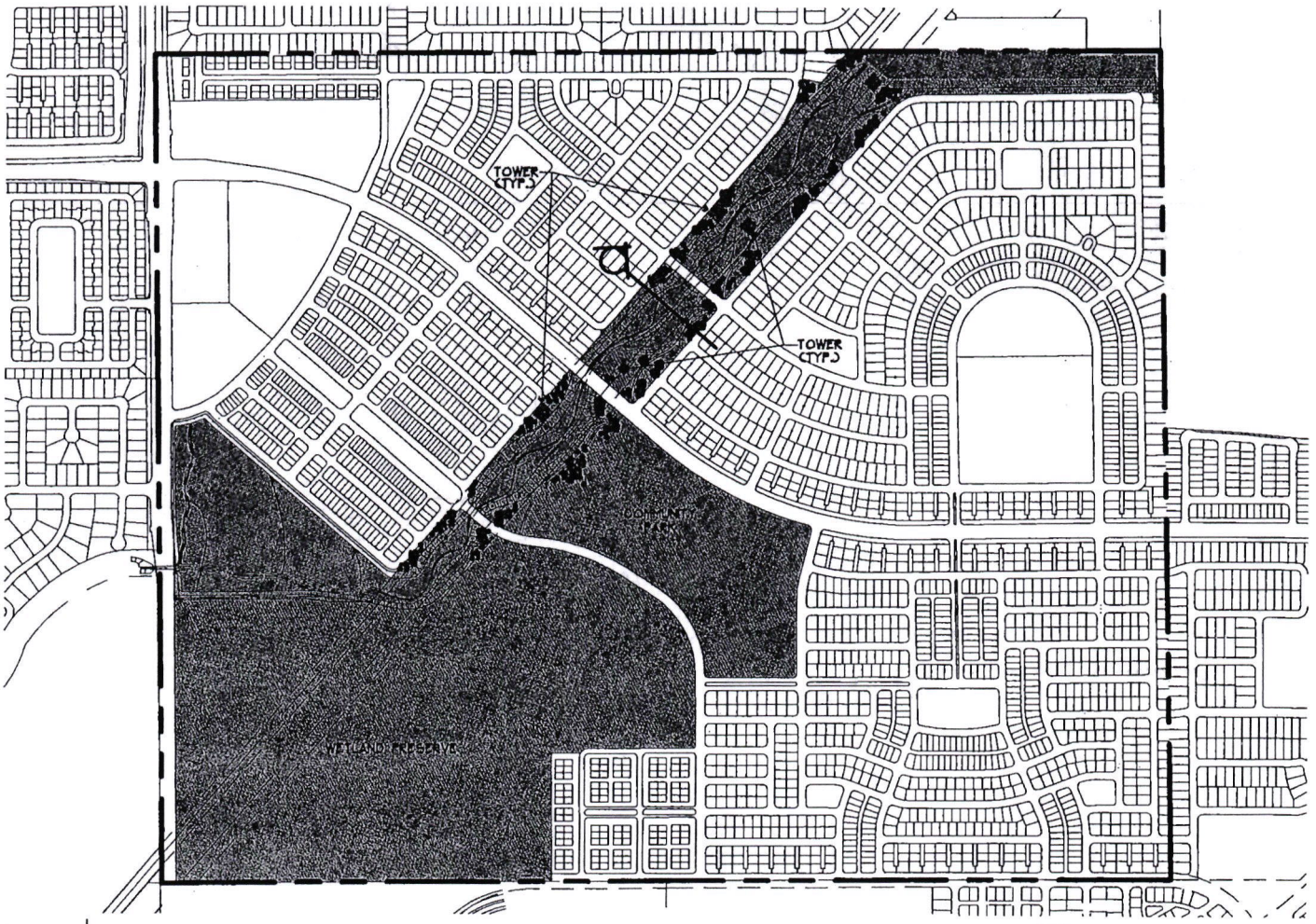
CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



PARKWAY/DRAINAGE CORRIDOR

NOT TO SCALE



NORTH

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PHONE: (916) 341-7760 FAX: (916) 341-7767

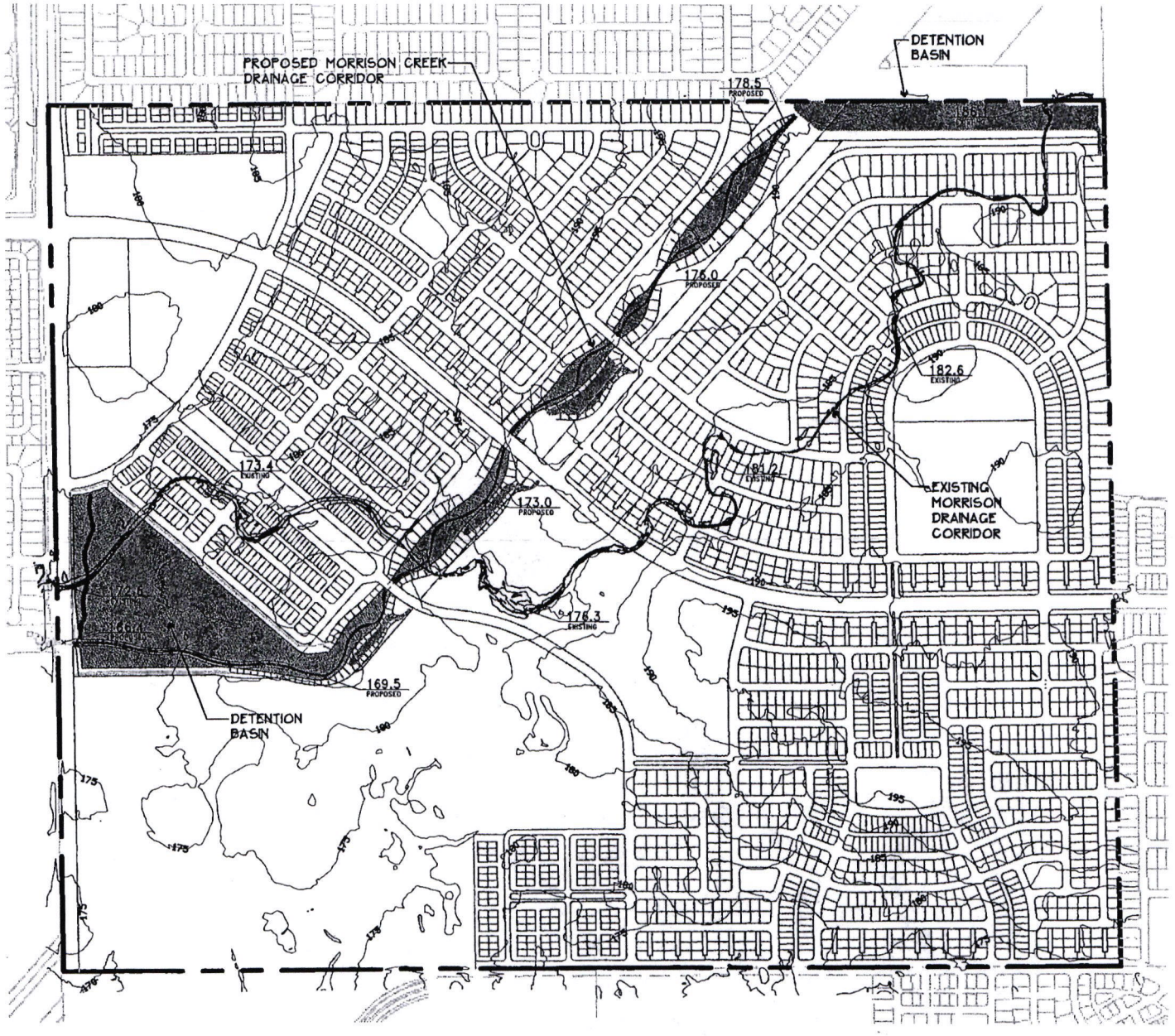
EXHIBIT 11

MORRISON CREEK DRAINAGE CORRIDOR EXHIBIT

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



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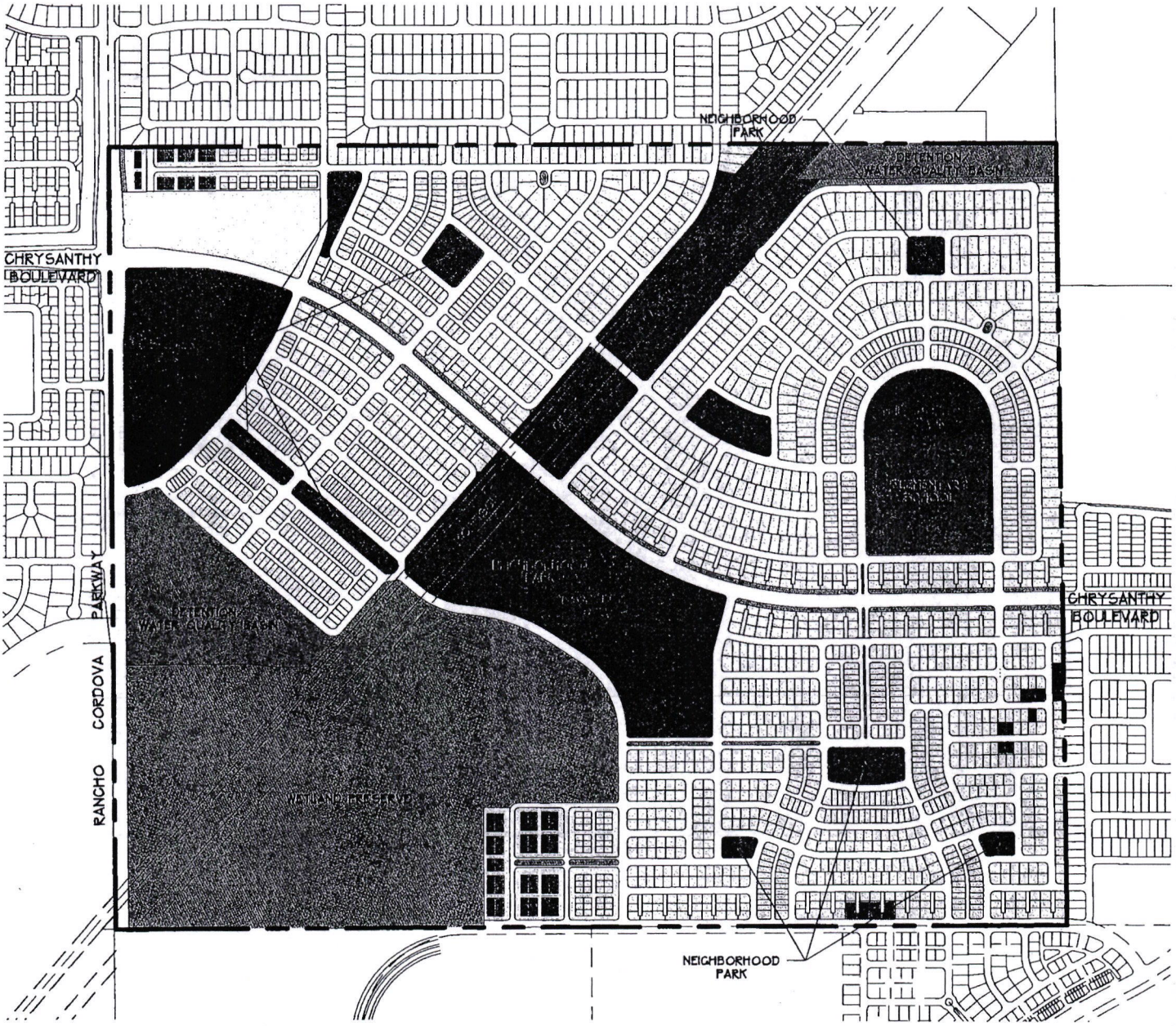
EXHIBIT 12

880' WALKING MAP

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



PROJECT ANALYSIS

TOTAL SINGLE-FAMILY RESIDENTIAL LOTS	2,415
TOTAL LOTS WITHIN 880' WALKING DISTANCE	2,303
PERCENTAGE OF LOTS WITHIN 880' WALKING DISTANCE TO PARKLAND/OPEN SPACE	95%

LEGEND

- PARK/OPEN SPACE AREAS
- LOTS + RESIDENTIAL AREAS WITHIN 880' WALKING DISTANCE OF PARK/OPEN SPACE AREA
- LOTS + RESIDENTIAL AREAS NOT WITHIN 880' WALKING DISTANCE OF PARK/OPEN SPACE AREA

NORTH

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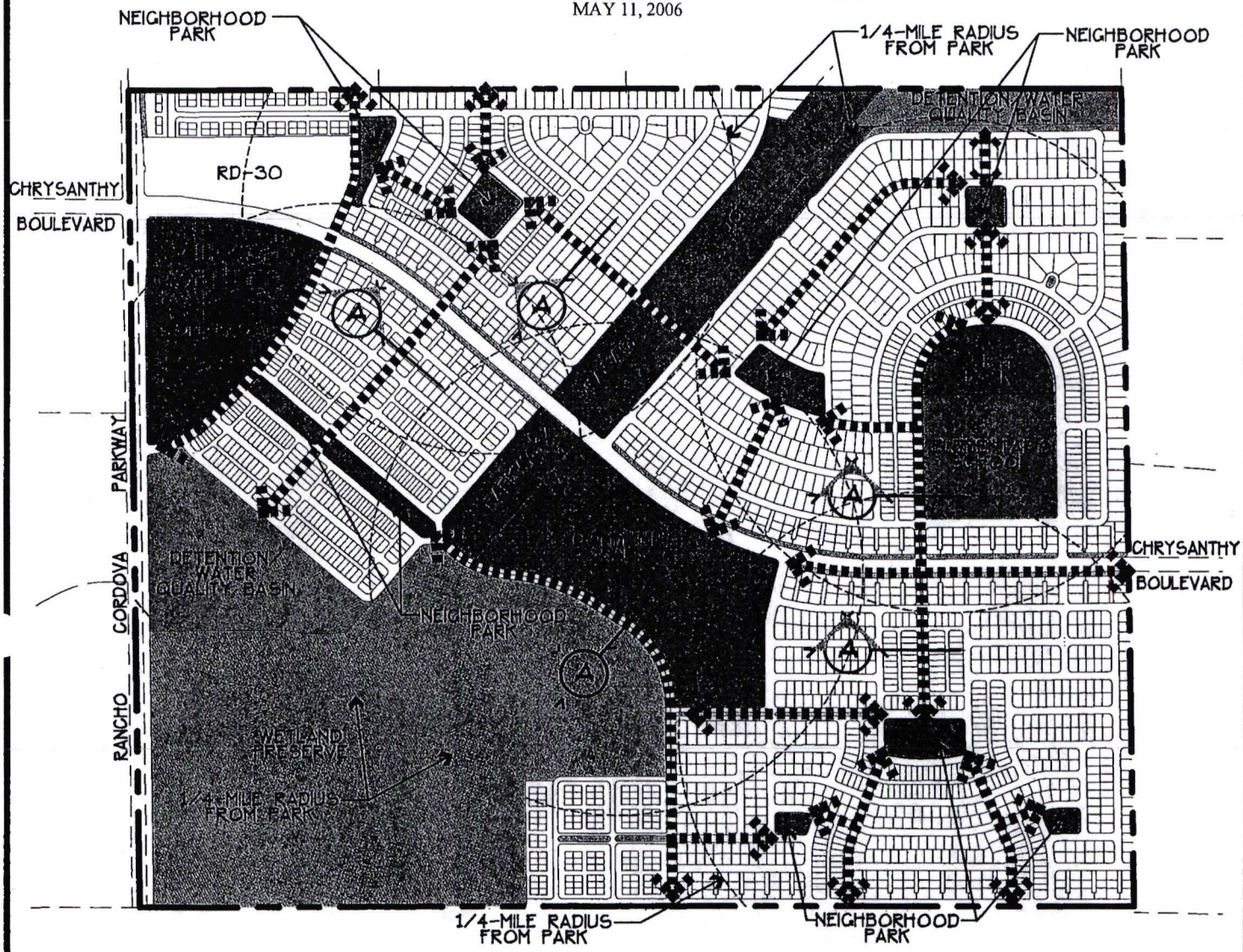
EXHIBIT 13

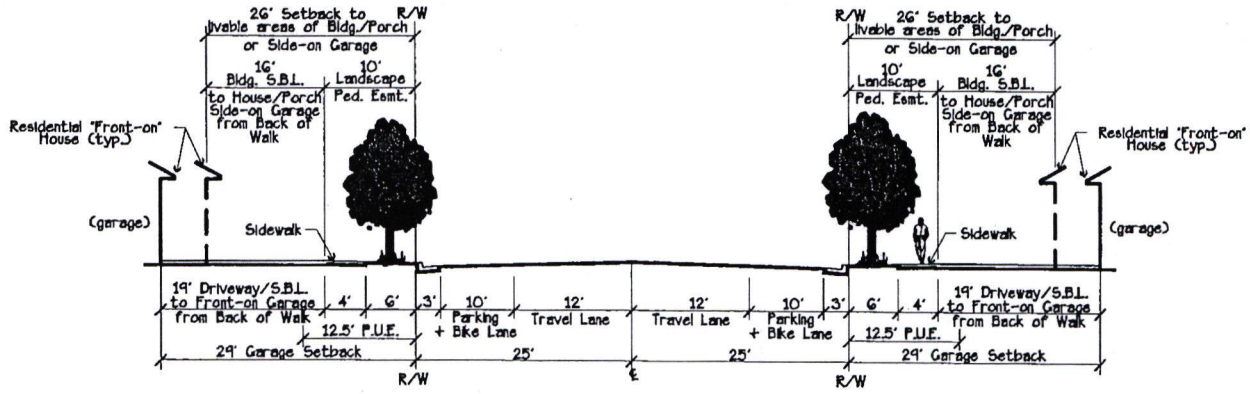
LOCAL CIRCULATION AND CONNECTIVITY EXHIBIT

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006





A

MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK. BIKE LANES + PARKING ON BOTH SIDES

50' STREET SECTION
NOT TO SCALE

NORTH

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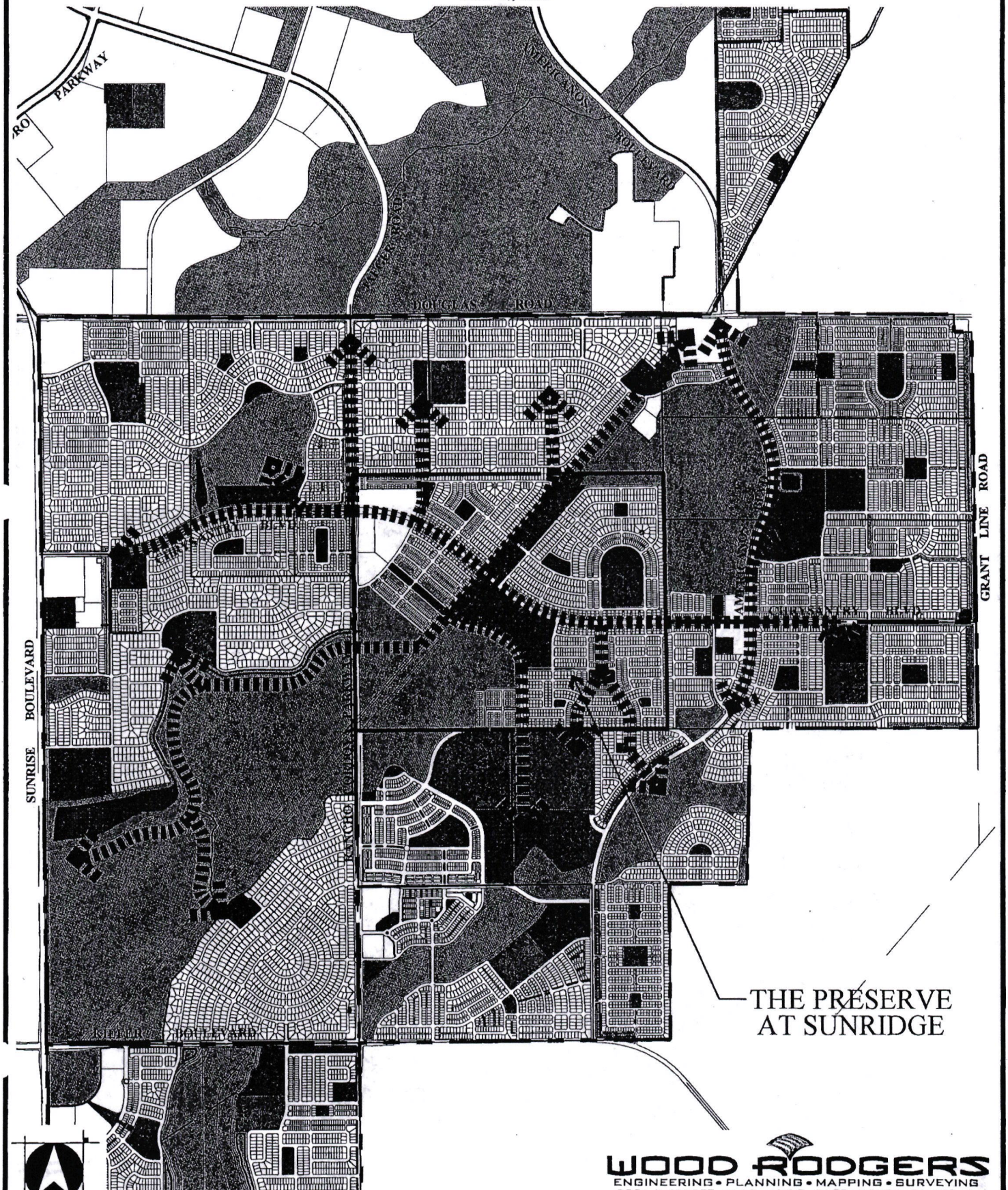
EXHIBIT 14

REGIONAL CIRCULATION AND CONNECTIVITY EXHIBIT

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006



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EXHIBIT 15

LAND USE COMPARISON

THE PRESERVE AT SUNRIDGE

CITY OF RANCHO CORDOVA, CALIFORNIA

MAY 11, 2006

LAND USE	PROPOSED TENTATIVE SUBDIVISION MAP				ALTERNATIVE 4				ALTERNATIVE 4 (BUILDABLE)			
	ACRES	D/U	PROPOSED SFR DENSITY (AVG.)	% OF SFR	ACRES	D/U	PROPOSED SFR DENSITY (AVG.)	% OF SFR	ACRES	D/U	PROPOSED SFR DENSITY (AVG.)	% OF SFR
*AVOIDANCE	0.0				22.8				37.3			
DRAINAGE BASIN	23.0				21.0				21.0			
DRAINAGE CHANNEL	0.0				0.0				2.8			
COMMERCIAL	17.0				17.0				17.0			
OPEN SPACE	0.0				0.0				16.5			
PARK	41.0				36.6				36.6			
POWERLINES	29.8				19.6				19.6			
RD-5	32.9	183	5.5	7.6%	41.0	205	5.0	8.6%	30.4	167	5.5	9.0%
RD-7	60.6	351	5.8	14.5%	33.8	236	7.0	10.0%	26.1	151	5.8	8.2%
RD-10	54.3	507	9.3	21.0%	84.4	844	10.0	35.6%	84.4	784	9.3	42.4%
RD-15	133.0	1374	10.3	56.9%	72.4	1085	15.0	45.8%	72.4	745	10.3	40.3%
RD-30	9.6	288	30.0		9.6	289	30.0		9.6	288	30.0	
ROADS	24.0				55.0				55.0			
LANDSCAPE CORRIDOR	4.2				0.0				0.0			
SCHOOL	11.0				11.0				11.0			
WETLAND PRESERVE	89.7				103.9				90.4			
TOTAL	**530.1**	**2703**		**100.0%**	**528.1**	**2659**		**100.0%**	**530.1**	**2135**		**100.0%**
Total Single-Family Residential Acres (Net)	280.8 Ac.				231.6 Ac.	18% Reduction			213.3 Ac.	24% Reduction		
Total Single-Family Residential Units	2415 D.U.				2370 D.U.	2% Reduction			1847 D.U.	24% Reduction		
Average Single-Family Residential Lot Size	5065 S.F.				4257 S.F.	16% Reduction			5031 S.F.	1% Reduction		
Total Loss in Single-Family Residential Units	0 Units				-45 Units	2% Reduction			-568 Units	24% Reduction		
Total Loss in Average SF Lot Size	0 S.F.				-808 S.F.	16% Reduction			-34 S.F.	1% Reduction		
Total Loss in Developable Acreage	0 Ac.				22.8 Ac.				53.8 Ac.			

*Avoidance is listed as Trail Corridor on the City of Rancho Cordova's Alternative 4

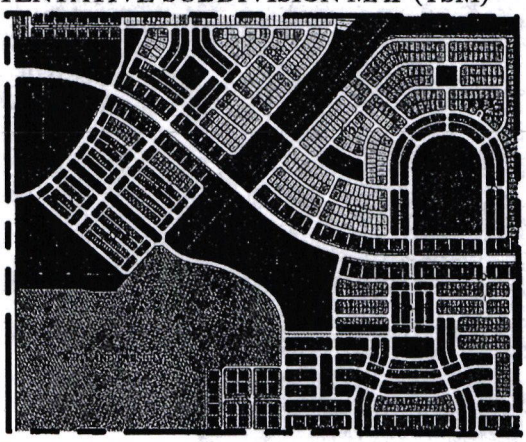
All acreages shown are net unless otherwise noted. Net Acreages include all Residential Streets.

Open Space is located adjacent to existing Morrison ephemeral drainage swale.

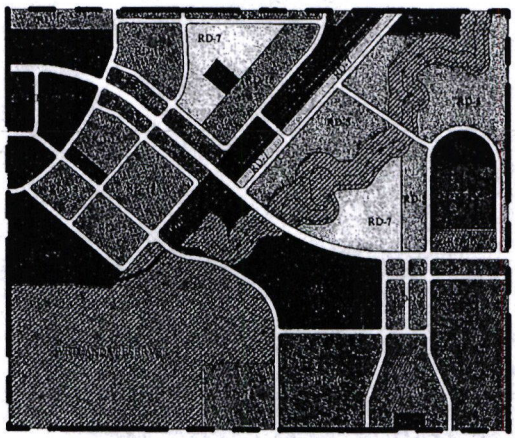
Total loss in Developable Acreage includes Avoidance and Open Space acreages.

Landscape Corridor Net Acreage on Alt. 4 and Alt. 4 Buildable is included in S.F. residential acreages.

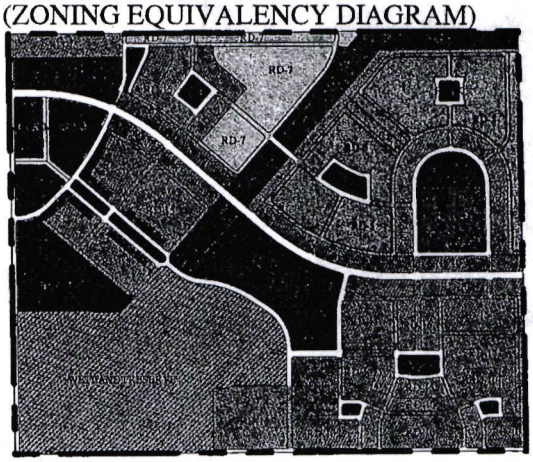
PROPOSED
TENTATIVE SUBDIVISION MAP (TSM)



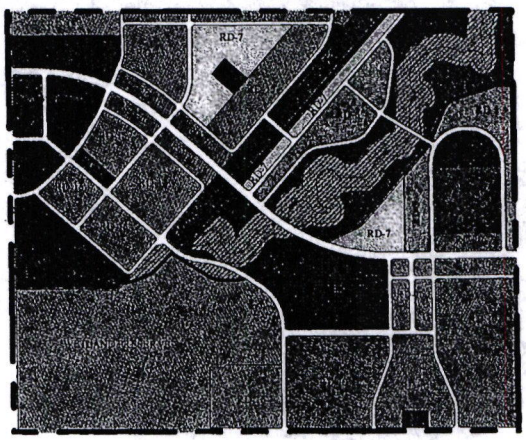
ALTERNATIVE 4



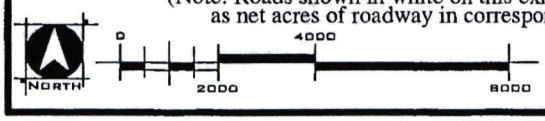
PROPOSED TSM
(ZONING EQUIVALENCY DIAGRAM)



ALTERNATIVE 4 - BUILDABLE



(Note: Roads shown in white on this exhibit are included as net acres of roadway in corresponding table.)



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PHONE: (916) 341-7760 FAX: (916) 341-7767

PMC

PACIFIC MUNICIPAL CONSULTANTS

CHICO
140 Independence Circle
Suite C
Chico, CA 95973
(530) 894-3469
Fax (530) 894-6459

DAVIS
1590 Drew Avenue
Suite 120
Davis, CA 95616
(530) 750-7076
Fax (530) 750-2811

MONTEREY
585 Cannery Row,
Suite 304
Monterey, CA 93940
(831) 644-9174
Fax (831) 644-7696

MT. SHASTA
508 Chestnut Street
Suite A
Mt. Shasta, CA 96067
(530) 926-4059
Fax (530) 926-4279

OAKLAND
1440 Broadway
Suite 1008
Oakland, CA 94612
(510) 272-4491
Fax (510) 268-9207

PHOENIX
1616 E. Indian School Rd.
Suite 440
Phoenix, AZ 85016
(602) 279-1360
Fax (602) 279-1326

SACRAMENTO
10461 Old Placerville Road
Suite 110
Sacramento, CA 95827
(916) 361-8384
Fax (916) 361-1574

SAN DIEGO
10951 Sorrento Valley Road
Suite 1-A
San Diego, CA 92121
(858) 453-3602
Fax (858) 453-3628

Memo

To: Hilary Anderson

CITY OF RANCHO CORDOVA

From: Joyce Hunting

Cc:

Date: May 18, 2006

Re: The Preserve at Sunridge DEIR

Dear Hilary;

I am providing the following memorandum to support the analyses of specific biological resource impacts and mitigation presented in the Preserve at Sunridge DEIR.

There are two specific issues that arose regarding the adequacy of the analyses and/or mitigation presented in the DEIR that are addressed in his memorandum: impact analyses and adequacy of mitigation to ameliorate project related impacts to California linderiella and western spadefoot toad; and adequacy of mitigation to ameliorate project related impacts to Swainson's hawk foraging habitat.

In addition, I am providing further detail of the biological resource impact evaluation of the project Alternative 4.

California Linderiella and Western Spadefoot Toad

California linderiella is considered a species pf concern by the USFWS. Western spadefoot toad is considered a species of concern by the USFWS and a species of special concern by the CDFG. Both species share habitat requirements with vernal pool fairy and tadpole shrimp. In addition western spadefoot toad requires an upland component for aestivation, while the shrimp and linderiella require an upland component for hydrology.

The project will result in the direct loss of 14.1 acres of vernal pool and seasonal wetland that potentially supports western spadefoot toad and California linderiella. The loss of this habitat and associated impacts to species that occupy it will be through implementation of mitigation measures MM 4.9.1b, MM 4.9.2a and MM 4.9.2b that ensure that the project will result in a no-net loss of vernal pools and other seasonal habitats. These measures require that the project applicant mitigate the impacts to vernal pools and other seasonal habitats that supports vernal pool fairy shrimp and vernal pool tadpole shrimp in such a

manner that there will be no net loss of habitat (acreage and function) for these species in the Laguna Formation following implementation of the project including the onsite preservation of 5.61 acres of onsite vernal pool and seasonal wetland habitat. Implementation these mitigation measures will ensure those impacts to western spadefoot toad and California linderiella as well as listed branchiopods are mitigated to a less than significant level.

Swainson's Hawk

The DEIR provides that the onsite preservation of 74 acre of vernal pool habitat constitutes partial mitigation for the loss of foraging habitat for the species. There has been expressed concern that this onsite mitigation will not provide foraging habitat for Swainson's hawk due to its proximity to development and relatively small size. In fact, though there will be edge of the development that will be contiguous with development. The interior of the proposed preserve is preserve is adjacent to the 485 acre Anatolia preserve and both are ultimately contiguous with existing open space at Mather Field. Therefore from a regional or landscape level perspective, the proposed preservation of onsite habitat in combination with existing preserve at Anatolia provides a block of 559 acres of unfragmented foraging habitat for Swainson's hawk.

Existing Morrison Creek Alternative

The Draft EIR (pp. 6.0-60- 6.0-62) provides comparative analyses of the biological resource impacts associated with the proposed project and Alternative 4 (Existing Morrison Creek Alternative), The analyses identifies that Alternative 4 will have less impact to the vernal pool tadpole shrimp movement in the tributary of Morrison Creek (creek) than the proposed project. Though the analysis is correct, it should be noted that the Existing Morrison Creek Alternative would also result in a significant impact to vernal pool tadpole shrimp movement in the tributary of Morrison Creek. Much of the observed and inferred movement corridor value of the tributary of Morrison Creek is associated with shrimp moving within the creek's watershed within the project area (i.e. moving [cysts and individuals] through the on-site venal pools and swales, and in and out of the creek). Since Alternative 4 would result in destruction of majority of pools in the portion watershed of the creek where the creek is preserved and would not result in the preservation of creek within the proposed on-site vernal pool preserve, the value of the creek as a movement corridor as presented in Alternative 4 is greatly diminished.

Alternative 4 proposes to provide a +/-200 feet buffer to the creek bordered by urban development (housing and active park). In order to maximize the biological integrity of the creek, the creek and buffer would be required to maintain its seasonal nature (xeric conditions throughout the summer and most of the fall and early winter months). There has been expressed concern regarding the operational feasibility of maintaining this character of the creek and buffer within the context of the surrounding urban development. I concur that maintaining this condition would be challenging and even with the use of best management practices, there would be a considerable loss of biological integrity of the creek.

Attachment 9
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MAY 03 2006
RANCHO CORDOVA
PLANNING

REMY, THOMAS, MOOSE and MANLEY, LLP
ATTORNEYS AT LAW

MICHAEL H. REMY
1944 - 2003

TINA A. THOMAS
JAMES G. MOOSE
WHITMAN F. MANLEY
ANDREA K. LEISY

BRIAN J. PLANT
JOSEPH J. BRECHER
OF COUNSEL

455 CAPITOL MALL, SUITE 210
SACRAMENTO, CALIFORNIA 95814

Telephone: (916) 443-2745
Facsimile: (916) 443-9017
E-mail: info@rtmmlaw.com
jmoose@rtmmlaw.com
http://www.rtmmlaw.com

JENNIFER S. HOLMAN
TIFFANY K. WRIGHT
ASHLE T. CROCKER
SABRINA V. TELLER
MICHELE A. TONG
MEGHAN M. HABERSACK
AMY R. HIGUERA
HOWARD F. WILKINS III
CARRIE A. ELLIS
CATRINA L. FOBIAN
MEGAN M. QUINN

Hand-Delivered

May 3, 2006

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

Re: The Preserve at Sunridge

Dear Commissioners:

Our firm represents the applicants for the Preserve at Sunridge ("the Project"): Jaeger Road 530, LLC, a partnership of AKT Jaeger 530, LLC; and K. Hovnanian Forecast Homes, Inc. We offer the following analysis and evidence in support of approval of the Project and in opposition to approval of the so-called "Existing Morrison Creek Alternative" (also known as "Alternative 4").

According to the Draft Environmental Impact Report ("DEIR") for the Project, Alternative 4 would maintain the current alignment of an ephemeral drainage swale on the property referred to as "Morrison Creek." This aspect of Alternative 4 would avoid a significant impact of the Project as proposed, namely, "Impact 4.9.6," which is characterized as substantial interference with the movement of vernal pool tadpole shrimp, which is presently occurring within the drainage. (See DEIR, pp. 4.9-38 - 4.9-39, 6.0-61.)

For the reasons discussed below, the applicants believe that the Planning Commission, and ultimately the Rancho Cordova City Council, should reject Alternative 4 as infeasible. We base this suggestion on the opinions of experts in marketing, economics, and biological resources. These opinions, and the substantial evidence supporting them, are discussed below. Letters from the various experts are also submitted herewith as exhibits. Taken together, the letters support the conclusion that Alternative 4 is impractical, undesirable, and unmarketable – and thus infeasible. Through this evidence, we hope to persuade City decision-makers that, when the problems associated with Alternative 4 are balanced against the social and economic benefits of the Project, it will be clear that Alternative 4 is an inferior plan, which should be rejected.

Relevant Legal Principles

Before laying out in detail the evidence mentioned above, we will first lay out a few relevant legal principles, so that the Planning Commission can consider the evidence in its proper context. These principles will demonstrate that the City's decision-makers enjoy considerable discretion in determining whether a particular alternative set forth in an EIR is "infeasible" and thus may be rejected without violating the California Environmental Quality Act ("CEQA") (Pub. Resources Code, § 21000 et seq.).[1]

---

[1]/ CEQA contains a general statutory command that public agencies should not approve projects that would cause *significant* environmental effects when there are *feasible* mitigation measures or *feasible* alternatives that can substantially lessen such effects. (Pub. Resources Code, § 21002.) This mandate is effectuated, in part, through the requirement that, after certifying a final EIR, lead agency decision-makers must adopt *findings* describing the disposition of each significant effect identified in the EIR. One possible finding is that proposed mitigation measures or alternatives, despite their environmental advantages compared with "the project," are *infeasible*. (Pub. Resources Code, § 21081, subd. (a).)

The CEQA Guidelines define "feasible" as "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, legal, social, and technological factors." (Cal. Code Regs., tit. 14, div. 6, ch. 3 ("CEQA Guidelines"), § 15365; see also Pub. Resources Code, § 21061.1.) The ultimate determination of whether an alternative is feasible or infeasible must be made by an agency's decision-making body. Such a task cannot be delegated to staff. (CEQA Guidelines, § 15025, subd. (b)(2).) Thus, neither the Planning Commission nor the City Council is bound by City's staff's opinions on these issues. Any decision to reject an alternative, however, must be supported by substantial evidence. (CEQA Guidelines, § 15091, subd. (b); Pub. Resources Code, § 21081.5.)

Agency decision-makers are free to reject an alternative that they consider undesirable from a policy standpoint, provided that any such decision reflects "a reasonable balancing of the relevant economic, environmental, social, and technological factors." *(City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 401, 417 (*City of Del Mar*).) As the California Supreme Court has emphasized, "[t]he wisdom of approving . . . any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced." (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 576 (*Goleta II*).)

Evidence indicating that a proposed alternative would generate less tax revenue than a project as proposed is a legitimate ground for rejecting the alternative as infeasible. (*Foundation for San Francisco's Architectural Heritage v. City and County of San Francisco* (1980) 106 Cal.App.3d 893, 913 (*Foundation*) (noting that that CEQA "specifically provides for the weighing of economic, social and 'other' conditions"); see also Pub. Resources Code,

§ 21002.1, subd. (c).) In *Foundation*, which involved a challenge to a proposed retail project requiring the demolition of an existing historical structure, the respondent lead agency's decision-makers properly rejected project alternatives that called for the rehabilitation of the existing structure. The lead agency's analysis showed that the alternatives would have generated between 15 and 20 percent less sales tax revenue for San Francisco than would have been created by the project as proposed. This information, combined with other data regarding the economic costs of the alternatives, constituted "substantial evidence" supporting the Board of Supervisors' finding that the alternatives were infeasible. (*Id.* at pp. 913-914.)

As the *Foundation* decision makes clear, the broad definition of feasibility under CEQA does not limit the thought process of agency decision-makers to the question of whether a proposed alternative is infeasible due to purely financial considerations. Rather, the definition impliedly recognizes the inevitable need to allow elected officials to legislate or to otherwise consider the policy ramifications of their actions, while requiring them generally to strive to find means to avoid or reduce significant environmental damage where reasonably possible.

It is true that, where an agency is required to determine whether an environmentally superior alternative to a specific private development project is economically infeasible, the agency must rely on specific information, and cannot simply assert that the alternative will cost the applicant money or reduce its profit margin. (*Citizens of Goleta Valley v. Board of Supervisors* (1988) 197 Cal.App.3d 1167, 1180-1181 (*Goleta I*).) Here, however, the City's determinations need not be judged against this very narrow concept of economic feasibility. Rather, as indicated above, CEQA case law recognizes a broader concept of feasibility that allows agencies to consider factors beyond the pure quantitative economics of a private project.

In the *City of Del Mar* case, the petitioner municipality (Del Mar), in attempting to force the approval of an alternative development project less dense than what its sister city (San Diego) had proposed and approved, asserted that the respondent lead agency "ha[d] misconstrued the scope of CEQA's infeasibility requirement" by equating "feasibility" with "desirability." The Court of Appeal disagreed. Emphasizing that San Diego had attempted to accommodate various economic and social factors in reaching its land use decision, the court reasoned as follows:

> "feasibility" under CEQA encompasses "desirability" to the extent that desirability is based on a *reasonable balancing* of the relevant economic, environmental, social, and technological factors.

(133 Cal.App.3d at p. 417 (emphasis added).)

Under *City of Del Mar*, a court reviewing a lead agency's ultimate assessment as to whether an alternative is "infeasible" – a determination made in findings, not in the EIR – looks only to see whether the agency has *reasonably balanced* competing environmental, economic, social, and technological considerations, and has supported its decision with substantial evidence.

Importantly, a decision-making body's findings on the feasibility of the alternatives may be supported by *any* "substantial evidence in the record." (Pub. Resources Code, § 21081.5; CEQA Guidelines, § 15091, subd. (b); see also *Sequoyah Hills Homeowners Association v. City of Oakland* (1993) 23 Cal.App.4th 704, 715 (in assessing the feasibility of alternatives in findings, "the agency may receive such information in whatever form it desires"); CEQA Guidelines, § 15131, subd. (c).) Thus, the courts have consistently upheld agency decisions to rely on substantial information submitted by project applicants in rejecting project alternatives set forth in EIRs. (See, e.g., *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656, 690-693;

Association of Irritated Residents v. County of Madera (2003) 107 Cal.App.4th 1383, 1400-1401; and *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508.)

In short, the kind of substantial evidence discussed below provides legitimate grounds upon which the City of Rancho Cordova, through its decision-makers, may conclude that Alternative 4 is infeasible. We will now address that evidence in detail.

Impracticality

The applicants contend that Alternative 4 is infeasible because, among other reasons, the conceptual version of the alternative described in the DEIR cannot be translated into a workable, practical site plan that can actually be developed. Like other alternatives discussed in the EIR, Alternative 4 is useful as a platform to compare the Project with other plausible scenarios at a broad level of policy analysis. The applicants have determined, however, that, at the more focused level of site plan analysis, there are several unfortunate limitations that render Alternative 4 technically unworkable, and therefore infeasible.

In order to build Alternative 4, a secondary drainage channel would almost certainly need to be created along the southeast edge of "Morrison Creek" in order to intercept urban runoff and prevent such runoff from entering into the Creek. Indeed, if the City were to force the applicants to build Alternative 4 as the only option other than project denial, the City itself might well call for such a measure in order to effectuate Policy NR 3.3 of the Public Draft General Plan. If adopted by the City Council as part of the new General Plan, that policy would require the City to "[e]ncourage the creation of secondary flood control channels where the existing channel supports extensive riparian vegetation." Although we question whether the on-site ephemeral drainage (called Morrison Creek) supports *extensive* riparian vegetation, the City need not reach that issue, as both the Corps of Engineers and the Regional Water Quality Control Board, as part of the wetlands permitting required to develop

the site, would almost surely impose such a requirement independently of any action by the City.[2] In addition, proposed City policies also encourage the construction of streets along open-space corridors in order to provide visual access (e.g., NR.3.4). Therefore, a site plan based on Alternative 4 would need to place drainage channels and roadways on either side of the Creek. Implementing these necessary measures would severely limit the amount of developable acreage of the property, significantly reducing the total number of single family lots that can be developed (see Figure 1, below).

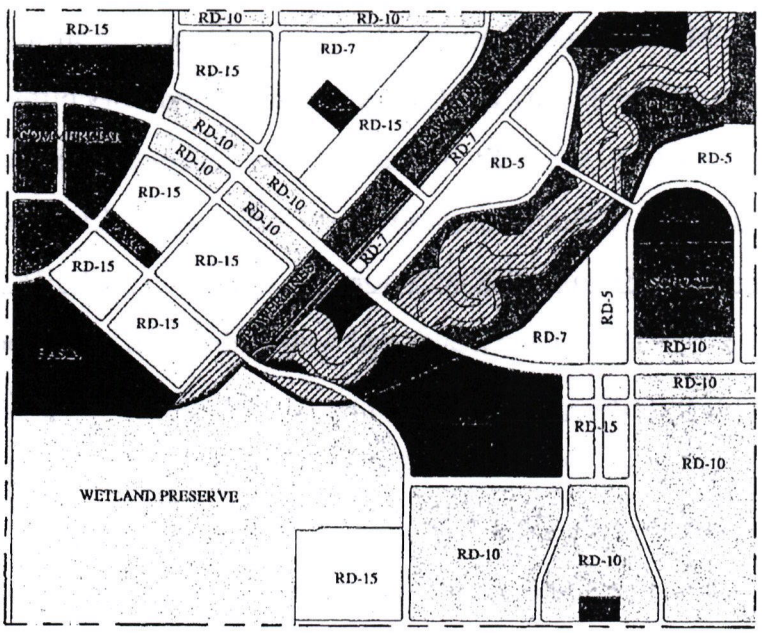


FIGURE 1 - Buildable Site Plan Based on Alternative 4

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[2]/ See Corps Regulatory Guidance Letter 02-02; Memorandum of Agreement between the Department of the Army and the Environmental Protection Agency Concerning the Determination of Mitigation Under the Clean Water Act Section 404(b)(1) Guidelines (Feb. 6, 1990); Water Quality Control Plan for the California Regional Water Quality Control Board Central Valley Region, ch. IV (Rev. Sept. 2004). If City staff does not have ready access to these regulatory documents, the applicants would be happy to supply copies.

Undesirability

Kenneth D. Whitney, a biologist with a Ph.D. in botany and over 15 years of experience preparing wetlands impact assessments, believes that the ephemeral drainage on the Project site does not perform the kind of ecological function described in the DEIR. (See Letter from Ken Whitney, Ph.D., submitted herewith as Exhibit 1). While the DEIR states that "[t]he ephemeral drainage disperses vernal pool tadpole shrimp throughout the landscape" (DEIR p. 4.9-38, discussing Impact 4.9.6), Dr. Whitney is not persuaded of the accuracy of the statement. Instead, he points to a detailed 1996 study by Jamie King, which revealed that the distribution of populations of vernal pool tadpole shrimp between vernal pools is more likely caused by the passage through them of migratory birds and cattle, which bear shrimp eggs on their feet as they fly or walk. In fact, the most reliable basis for Impact 4.9.6 in the DEIR is found in the discussion of riverine seasonal wetlands, or "seasonal swales" (not the ephemeral drainage called "Morrison Creek" in the DEIR). These seasonal swales are described as "integral to the health and sustainability of vernal pools and seasonal wetlands[,] . . . provid[ing] linkages between plant and invertebrate populations for genetic exchange." (DEIR p. 4.9-8.) Alternative 4 would not retain any more of these riverine seasonal swales than the Project. (See Figure 4.9-1 of DEIR on p. 4.9-5.)

Dr. Whitney's own investigation showed that, while vernal pool crustaceans may enter the ephemeral drainage (i.e., "Morrison Creek"), the channel walls do not allow for the animals to emerge from the drainage and breed with populations in other pools. (See Exhibit 1, p. 2.) The DEIR notes that the ephemeral drainage "provides primary habitat for a variety of invertebrate species," and that "vernal pool tadpole shrimp were observed in multiple spots along the ephemeral drainage." (DEIR p. 4.9-11.) Dr. Whitney has found, however, that the creek tributary is *not* suitable habitat for vernal pool tadpole shrimp because the velocity of storm flow is too great to sustain a population on a year-round basis. (See Exhibit

1, p. 2.) He believes that the species may be encountered in the drainage because storm flows naturally carry individuals there from surrounding pools, but "once tadpole shrimp are washed into the creek there is no reliable mechanism for them to move into other vernal pools." (Exhibit 1, p. 2.)

In Dr. Whitney's opinion, the recreated creek channel that is proposed in the Project would provide a *more desirable* aesthetic and ecological function than the existing Morrison Creek tributary, because the recreated channel would support "woody riparian vegetation." (Exhibit 1, p. 3.) The existing ephemeral drainage would not support such vegetation, and thus, in Dr. Whitney's opinion, would not be as useful as a wildlife movement corridor. In summary, the tributary to Morrison Creek on the project site, unlike the various seasonal swales, does not serve an indispensable purpose as a movement corridor for tadpole shrimp. This conclusion is a factor that City decision-makers may consider and balance as part of its determination as to whether Alternative 4 is infeasible. (See *City of Del Mar*, *supra*, 133 Cal.App.3d at p. 417 ("'feasibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, *environmental*, social, and technological factors") (emphasis added).)

Lack of Marketability

Another ground on which City decision-makers may conclude that Alternative 4 is infeasible is the fact that, under that alternative, much of the ostensibly developable land on the project site may not be marketable. The proposed Preserve at Sunridge project represents a very innovative plan in the style of "new urbanism," with an impressive range of evenly balanced housing densities, including large percentages of medium and higher density housing. Alternative 4 severely upsets this careful balance. Doug Elmore, a real estate broker with over 35 years of experience selling land in the Sacramento region, believes that

Alternative 4 would result in a plan that would not be marketable. (See Letter from Doug Elmore, submitted herewith as Exhibit 2.) Unlike the Project, which integrates a pattern of mixed housing products at various densities, Alternative 4 contains large blocks of medium (RD-10) and high (RD-15) density land use designations. All of the southeast quadrant, an area of more than 100 acres, would be arranged in large blocks of RD-10 and RD-15 zoning. This plan, in Mr. Elmore's opinion, would not be marketable.

According to Mr. Elmore, the rising costs of infrastructure, construction, and land have driven the "price-point" for small-lot housing ever higher, without comparatively raising the price of larger homes. His experience indicates that it has recently become considerably more difficult for a developer to market RD-10 and RD-15 land, because of the marked reduction in the margin of return that has occurred in recent years. Mr. Elmore believes that builders will not purchase large blocks of this land in the present or foreseeable market. He has concluded that Alternative 4 upsets the ratio of medium and high density land so much that the result would be unmarketable.

Loss of Revenue

Alternative 4 is also infeasible, we believe, because it would severely reduce the amount of revenue that the City would otherwise receive. The Preserve at Sunridge would not only provide homes for hundreds of new City residents (along with all of the related influx of commercial activity), but would also directly generate millions of dollars in general fund revenue. While some of this revenue is needed to offset the rise in costs of delivering necessary urban services, much of the revenue does not correspond to any cost associated with the Project. Tim Youmans, of the firm Economic & Planning Systems, Inc. ("EPS"), has produced a Fiscal Impact Analysis of Alternative 4 (submitted herewith as Exhibit 3) that

demonstrates that Alternative 4, if approved, would cost the City millions of dollars in lost revenue, as compared to the proposed Project.

The EPS analysis also finds that the proposed Project would generate $48,800,000 in Roadway fees and $4,054,000 in Park Renovation fees. Impact fees for the Park District and City Open Space Corridors are still being negotiated, but are expected to be similar to the revenue generated in Roadway fees. All of these revenue sources would be severely diminished under Alternative 4. For example, the alternative would generate $10,920,000 less in roadway improvement fees, because of the loss of 568 single family homes. Likewise, park renovation fees would be reduced by $921,000.

Additionally, the proposed Project will greatly improve the City's tax base. According to the EPS Analysis, the Project will generate over $3,095,000 per year in General Fund revenues, which would be diminished under the alternative. Alternative 4 will generate $575,000 less in General Fund revenue every year. Like the other data and analysis discussed above, the information that EPS has provided for the Preserve at Sunridge supports the rejection of the Alternative 4.

Conclusion

In summary, the Planning Commission should seriously consider the severe constraints that preserving Morrison Creek would place upon any ultimate build-out of the Project area, as well as the City's fiscal resources, as shown in the attached materials. Alternative 4 should be rejected because the design is not practical, the plan is not desirable or marketable, and it would deny the City valuable revenue needed for various community benefits. For all of these reasons, the City can, and we believe should, reject Alternative 4 as infeasible.

We welcome the opportunity to discuss this important matter in greater detail during the upcoming administrative process.

Very truly yours,

REMY, THOMAS, MOOSE & MANLEY, LLP

By _____
James G. Moose

cc: Brian Vail
Tim Taron
Adam Lindgren
Paul Junker

Exhibit 1

FOOTHILL ASSOCIATES

ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

May 2, 2006

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

Re: The Preserve

Dear Commissioners:

I am writing on behalf of Jaeger Road 530, LLC to provide additional information about drainage features on The Preserve, a project currently before The Commission.

As you know, The Preserve is crossed from northeast to southwest by an intermittent creek which is a tributary creek to Morrison Creek. Note that this tributary creek is not the main channel of Morrison Creek. Morrison Creek originates north of Douglas Boulevard, crosses under Sunrise and then Douglas, and then flows across the Mather Field property, through the old base housing area. The tributary that flows across The Preserve flows west across the Anatolia Project (through a constructed channel) and eventually joins Morrison Creek just before the combined flows cross under Excelsior Road.

Hydrologically the intermittent creek on The Preserve site functions mainly to serve as a conduit for storm water, and in this capacity the creek receives and conveys flows from the surrounding watershed primarily during and after storm events. The creek carries relatively high-velocity flows during storms which, combined with the local soil types results in a cobbled channel with only occasional sparse vegetation. There is no persistent flow in the creek at the end of the rainy season and no source of groundwater to sustain flows during the dry season.

The seasonal nature of the creek, primarily the lack of summer flows, precludes the growth of woody riparian vegetation associated with the creek. While creek corridors that do support woody riparian vegetation can provide movement corridors, a source of water, shade, and cover for wildlife during the dry season, this is not the case on The Preserve. From the perspective of wildlife, in the dry season there is little to distinguish the dry creek bed on the project site from the surrounding upland habitat.

Although Vernal Pool Tadpole Shrimp have been found in the tributary creek, there is no evidence that they successfully utilize the creek for reproduction. Tadpole shrimp do occur in many of the vernal pools found on the project site, and it is very likely that the

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vernal pool populations provide the source of tadpole shrimp occasionally found within the creek.

EcoAnalysts, in a letter (April 8, 2006) to Joyce Hunting of PMC stated that "[s]easonal swales, ephemeral drainages and temporary streams are **potential** habitat for tadpole shrimp" (emphasis added). However, the tributary creek in question conveys flow volumes and velocities that are simply not compatible with long-term occupancy by tadpole shrimp, let alone a place where these animals can successfully reproduce. As described above, the tributary creek consists of a highly eroded channel with a scoured, rocky bottom.

This condition of the creek channel is best explained by the volumes and velocities of storm water carried by the creek.

The Preserve – Tributary Creek Volumes[1]

Storm	Peak Volume
2 year	212 cu ft/sec
10 year	408 cu ft/sec
100 year	678 cu ft/sec

[1]Source: Wood Rodgers

In 2005 Foothill Associates conducted a preliminary geomorphic assessment of the existing creek channel to obtain input parameters for channel design. Using creek cross sections, geomorphic indicators of flow conditions, and other physical features of the creek bed, estimates of flow for this tributary creek of 2 to 4 feet/second were calculated. Tadpole shrimp are simply not built to tolerate such conditions.

Regardless of origin of the tadpole shrimp in the creek, the creek is not a movement or migratory corridor in the normal sense of the term, where a migratory corridor connects separate areas of suitable habitat and permits the movement of animals from one suitable area to another. In this case the creek does not provide interconnections between areas of suitable habitat. Since the creek is located "downstream" from the surrounding vernal pool habitat, once tadpole shrimp are washed into the creek there is no reliable mechanism for them to move into other vernal pools. Further, once the creek leaves The Preserve site it flows into the Anatolia drainage channel and then into the large detention basin along Sunrise Boulevard. This basin is a perennial feature, holding water all year long. Such hydrological conditions are not suitable habitat for vernal pool tadpole shrimp and they do not survive in such perennially inundated habitat. Thus, the tributary creek ultimately serves as a conduit for removal of tadpole shrimp from the system, not a migratory corridor.

Note that seasonal wetland swales that connect two vernal pools together do provide a movement corridor for vernal pool invertebrates, including tadpole shrimp, when water is flowing from one pool to the next. These wetlands do occur within the project site but are distinct from the tributary creek, however, in that the swales are vegetated, and have much lower storm water volumes and slower water flow rates.

A detailed genetic study of vernal pool tadpole shrimp conducted by Jamie King (1996) evaluated the genetic relationship among populations of tadpole shrimp in the Central Valley. Remarkably, tadpole shrimp found along Grantline Road in Sacramento County are more closely related to tadpole shrimp found in Stanislaus County than populations at Mather Field. Note that the Mather Field population is more closely related to a population at Beal Air Force Base and a population in Tehama County. These patterns of distribution – closely related populations distributed along a primarily north-south axis rather than an east-west axis – support the conclusion that the distribution and "migration" of vernal pool tadpole shrimp is largely the result of the transfer of eggs on the feet of wading birds or cattle, not via stream corridors.

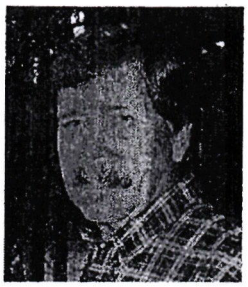
The proposed project includes a re-aligned creek channel. This corridor will provide a wildlife movement corridor across the project site and it does connect proposed preservation lands to the east with the proposed vernal pool preserve at the southwest corner of the project site. In terms of wildlife movement through the project, the proposed channel corridor is comparable to Alternative 4 (which leaves the existing creek in place). However, given the soil types on the project site, the re-aligned creek channel will be able to support woody riparian vegetation, whereas the existing creek channel does not (and would not) support such vegetation.

To summarize, the tributary creek on The Preserve is a seasonal creek with periodic high flows during the rainy season. In the dry season there is little to distinguish it from surrounding grasslands, since it does not support woody riparian vegetation. Although tadpole shrimp may periodically be carried into the creek, because of instream high velocity flows and downstream conditions this creek does not provide reliable habitat for this species, nor does it constitute a suitable migratory corridor. The proposed re-aligned creek corridor will provide a comparable movement corridor for wildlife, and will include woody riparian vegetation as a component of the realignment.

Please contact me if you have any questions, or if you need any additional information.

Sincerely,

Kenneth D. Whitney, Ph.D.



FOOTHILL ASSOCIATES

ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

Kenneth D. Whitney, Ph.D.
President

Education

Ph.D. (Botany) University of North Carolina, Chapel Hill

Master of Arts (Botany) California State University, Chico

Bachelor of Arts (Biological Sciences) California State University, Chico

Professional Activities

The Habitat Management Foundation, Board of Directors and CEO

Certification Review Panel, Professional Wetland Scientist Certification Program (1999-2002)

Experience

Foothill Associates, President

Sugnet & Associates, Senior Biologist

Research Associates, Senior Biologist

Ken Whitney has over 15 years of experience as a consultant in biological and wetlands impact assessment, mitigation planning, and restoration design. He is an expert in provisions of both state and federal Endangered Species Acts, Section 404 of the Clean Water Act, and the California Environmental Quality Act. He has authored numerous articles for publication in refereed journals and trade publications and has made technical presentations at the national, state, and local level. Dr. Whitney's vernal pool floristic evaluation methods have been reviewed by the U.S. Army Corps of Engineers Waterways Experiment Station and the U.S. Fish and Wildlife Service and have been accepted for use in wetland mitigation performance standards Dr. Whitney has been regularly involved in consultation and project negotiations with state and federal agency staff, including the Environmental Protection Agency, the Army Corps of Engineers, the U.S. Fish and Wildlife Service, and the California Department of Fish and Game for issues related to wetlands, biotic resources, and special-status species. He has served as vice president of the Western Chapter of the Society of Wetland Scientists and also as a member of the Certification Review Panel for the Professional Wetland Scientist Certification Program.

Selected Publications and Presentations

K. Whitney, Glazner, J., and Sugnet, P. 1994. *Vascular Plant Frequency and Dominance in Constructed and Historic Vernal Pools.* In: Western Wetlands-Selected Proceedings of the 1993 Conference of the Society of Wetlands Scientists, Western Chapter. D. Kent and J.Zentner, eds.

Kenneth Whitney and Gregersen, B. March/April 1994. *Wetland Regulations-A Federal Case.* Sacramento Valley Builder/Architect.

Whitney, Kenneth. 1994 *Perspectives on Vernal Pool Monitoring and Vernal Pool Performance Standards* In: Selected Proceedings of the 1994 Conference of the Society of Wetland Scientists, Western Chapter.

Whitney, Kenneth. 1995, September/October. *Clay Station Wetland Habitat Restoration Project.* Land and Water: Volume 39.

Whitney, Kenneth. 1995. *Rapid Assessment of Vernal Pool Floristics* In: National Interagency Workshop on Wetlands: Technology Advances for Wetlands Science.

Cook, Terry and **Kenneth Whitney**. 2000. *Anthropogenic Landscapes and Soils Due to Constructed Vernal Pools* In: First International Conference on Soils of Urban, Industrial, Traffic and Mining Areas: Proceedings, Vol. I The Unknown Urban Soil, Detection, Resources and Faces.

Whitney, Kenneth. 2005. *Central Valley Vernal Pool Construction and Restoration.* Presented to Association of Environmental Professionals State Conference, Sacramento, CA. May 2005.

655 Menlo Drive, Suite 100 ▲ Rocklin, CA 95765-3718
Phone (916) 435-1202 ▲ Fax (916) 435-1205 ▲ www: foothill.com ▲ Email: k.whitney@foothill.com

EXHIBIT 1

Exhibit 2

BROWN
STEVENS
ELMORE
&SPARRE

April 27, 2006

RANCHO CORDOVA CITY COUNCIL
Rancho Cordova Planning Commission
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RE: THE PRESERVE AT SUNRIDGE

Dear Council Members and Commissioners:

I would like to take the opportunity of the continued public hearings on the proposed Preserve at Sunridge project to clarify and expand my previous comments dated March 30, 2006 regarding the marketability of proposed Alternative 4, the "Existing Morrison Creek" Alternative, and specifically, my reasons for considering the amount of higher density RD-10 and RD-15 housing product that would be constructed under Alternative 4 to be unmarketable and infeasible.

The Preserve at Sunridge project is an example of "new-urbanism" – small lots, higher density, with a wider variety of housing styles than a traditional subdivision. To the extent that Alternative 4 reduces the number of lots, particularly at the lower density range, the end product becomes less marketable from a price-point perspective. Price-point is an expression of relationship between initial land costs per lot and the market price of a finished home. Recently the price of homes has risen across the market spectrum. The price-point of homes at medium density ranges (e.g. RD-10) have risen to levels previously seen for the lower density product. The current and projected costs of impact and infrastructure fees, construction prices, and underlying land value combine to produce a minimum price point for reduced lot size housing products that is only slightly less than the larger lot, larger square footage designs.

Prospective home buyers typically want lots and home sizes as large as they can afford, and so when buyers compare two similarly priced homes --- one in an RD-10 or RD-15 zoned area on a small lot and another, slightly more expensive house of substantially larger square footage and lot size --- they naturally choose the larger home if they can afford it. It costs considerably more per square foot to build a small home as opposed to a larger home. The reason being is that the affordable large spaces, such as extra bedrooms, family rooms, etc., bring down the cost of construction where small homes still have to pay for bathrooms, kitchens, etc., which are the most costly to construct. Buyers relate to home values on a square-foot basis. Additional construction cost is

1435 RIVER PARK DRIVE, SUITE 500, SACRAMENTO, CA 95815
TELEPHONE: (916) 929-0262 – FACSIMILE: (916) 649-9330

EXHIBIT 2

combined with fees that tend to remain the same for lots of all sizes. These higher costs, together with elevated underlying land prices, dictate that a builder must price a smaller home at a price-point that is not achievable. Thus, in a normal competitive market, a large percentage of the lots created in Alternative 4 would not be marketable.

The number of higher density and smaller lots that would be constructed under Alternative 4 is simply too high under either the current or reasonably foreseeable future regional market. Because of the changes that have taken place in the new home market over the last several years, builders will not purchase large blocks of land at the RD-10 and RD-15 density ranges. Due to the increased costs of construction and permitting, a similar project with RD-15 housing would cause substantial losses to the landowner if sold at prices currently being offered nearby. The lack of marketability of these lots poses the risk of inability to extend infrastructure such as utilities and roads necessary for future development.

I feel for the reasons noted above and in my previous March 30, 2006 letter, Alternative 4 should, therefore, be considered economically infeasible and should be rejected by the Council.

Sincerely,

Doug Elmore

Doug Elmore

Attachment(s)
DE:ubr

RESUME

WILLIAM DOUGLAS ELMORE

BUSINESS CAREER:

1976 to Present:	Partner, Brown, Stevens, Elmore & Sparre 1435 River Park Drive, Suite 500 Sacramento, California 95815 (916) 929-0262 Commercial Real Estate Broker **Land**
1971 to 1976:	Coldwell Banker Commercial Brokerage Specializing in land brokerage
Prior Employment:	Xerox Corporation, Phoenix, Arizona
Prior:	Peace Corps.
Prior:	Officer, U.S. Navy
EDUCATION:	University of South Carolina, 1964
BORN:	Charlotte, North Carolina

BSES\RESUME3.WDE

EXHIBIT 2

Exhibit 3

Economic & Planning Systems

Public Finance
Real Estate Economics
Regional Economics
Land Use Policy

MEMORANDUM

To: City of Rancho Cordova Planning Commission

From: Tim Youmans and Russ Powell

Subject: The Preserve; EPS #14759

Date: May 2, 2006

Economic & Planning Systems, Inc., (EPS) has been retained by Jaeger Road 530, LLC, to prepare a Financing Plan and Fiscal Study for the project known as The Preserve in Rancho Cordova. EPS specializes in the economics of real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization. Founded in 1983, EPS serves public- and private-sector clients in California and throughout the United States. Tim Youmans, who served as principal-in-charge for this project, is a founding partner and managing principal of EPS with more than 25 years' experience in development feasibility, public finance, and real estate market research. Russ Powell, a vice president with EPS, served as project manager. Mr. Powell joined EPS in 2000 after spending more than 20 years in local government as Revenue Services Manager and Information Systems Manager with the City of Rocklin. Mr. Powell has a solid understanding of the issues facing local government agencies, and he develops financing plans for public infrastructure construction and improvements and public services.

EPS has prepared a comprehensive fiscal study model designed to analyze the impacts of new development on the City of Rancho Cordova (City). This model was used to analyze the fiscal impacts of The Preserve project (Project) as proposed by Jaeger Road 530, LLC. This objective analysis studied the fiscal impacts to City operations, in particular, the impacts on City services, such as police services. The Project, which proposes 2,703 residential units and approximately 235,000 square feet of commercial uses, is estimated to generate $1.2 million net surplus in revenues to the General Fund at buildout of the Project on an annual basis.

In addition to the net positive impacts of the Project to the City, the Development Agreement (DA) calls for developers to pay certain community benefit fees that are not intended to address specific impacts of the Project, in particular, a Park Renovation Fee.

SACRAMENTO
2150 River Plaza Drive, Suite 400
Sacramento, CA 95833
www.epsys.com
phone 916-649-8010
fax 916-649-2070

BERKELEY
phone 510-841-9190
fax 510-841-9208

DENVER
phone 303-623-3557
fax 303-623-9049

This fee will be used by the City to renovate existing parks for the greater benefit of all residents of the City. The developer has agreed to pay a $1,500 Park Renovation Fee for each residential unit. If the Project develops as proposed, this would generate $4.05 million in Park Renovation Fees.

As a condition of approval to build the Project, the developer will have to pay several development impact fees for public infrastructure and facilities, such as roads, water, sewer, drainage, and schools. The Project, as proposed, would generate $48.8 million in roadway development impact fees alone. These fees will either fund the construction of the major traffic circulation elements serving The Preserve or reimburse the developer for constructing the traffic circulation system.

ENVIRONMENTAL REVIEW PROJECT ALTERNATIVE

The Environmental Impact Report (EIR) for The Preserve presented Alternative 4 as an alternative land use plan for comparison to the Project. A "buildable" rendition of Alternative 4, which shows the engineering and design modifications that would be necessary to construct the Alternative according to current local, state, and federal requirements, would result in the loss of 568 residential units. Jaeger Road 530, LLC, requested that EPS compare the fiscal impacts of this refined Alternative to those of the Project. As expected, some fiscal benefits of the Project are greatly reduced.

GENERAL FUND IMPACTS

The most significant benefit of the Project is that it would generate an annual General Fund surplus of $1.2 million at build out. This surplus would be available to the City to expand services or add new services. Table 1 below shows that there will be an estimated reduction of $575,000 in annual General Fund revenues if Alternative 4 is adopted.

Table 1
General Fund Fiscal Impact Comparison

	The Project	Alternative 4	Difference
General Fund Surplus	$1,190,000	$615,000	($575,000)

Source: EPS

A reduction in the number of residential units by approximately 20 percent would reduce the estimated General Fund surplus by approximately 50 percent. On an annual basis, the Project will fund approximately twice the expanded or new City services as Alternative 4.

EXHIBIT 3

PARK RENOVATION FEES

Community benefit and development impact fees are a one-time charge to the developer to provide upgraded facilities for existing residents or to mitigate impacts of the new development. Park Renovation Fees are collected for each residential unit. Therefore, a 20-percent reduction in the number of units will correspond directly to an equal reduction in the revenue from new development for Park Renovation Fees. **Table 2** shows the estimated revenue from the two alternatives and the net reduction in fee revenue.

Table 2
Park Renovation Fee Revenue Comparison

	The Project	Alternative 4	Difference
Park Renovation Fees	$4,054,000	$3,133,000	($921,000)

Source: EPS

The Park Renovation Fee will be paid by the developer to benefit existing residents. Any reduction in the amount of Park Renovation Fee revenue that results from a loss of residential units from what is proposed under the Project reduces the amount of park facilities that can be renovated for these residents.

ROADWAY FEES

Roadway development impact fees will be reduced by approximately $11.0 million under Alternative 4. **Table 3** shows the estimated roadway fees for the Project and Alternative 4.

Table 3
Roadway Development Impact Fee Comparison

	The Project	Alternative 4	Difference
Roadway Fees	$48,800,000	$37,880,000	($10,920,000)

Source: EPS

The loss of approximately 568 residential units will not reduce the amount of roadway facilities required to serve City residents. Therefore, roads located in the City that are in the Capital Improvement Program (CIP) will not be reduced in size. The City must build the CIP roads, but they will have approximately $11 million less in roadway fees to fund the construction of the roads included in the CIP. This could cause the City to increase the roadway fees for each unit for all new development.

EXHIBIT 3

Other development impact fees, such as those for schools, parks, and capital facilities, are based on population or persons served. A loss of units corresponds directly to a reduction in the facilities required. This analysis focused on the one City fee program that would be most impacted by the loss of units under Alternative 4.

CONCLUSION

The Project as proposed clearly provides a greater fiscal benefit to the City than Alternative 4, generating approximately twice the amount of General Fund revenue. This additional revenue would be available to the City to provide programs and services that benefit all residents of the City. The Park Renovation Fee alone provides great benefit to existing residents, which would be significantly reduced under Alternative 4.

The Project provides greater fiscal benefit to the City and existing residents than Alternative 4 and may cause the City to increase development costs for future developments by increasing revenue sources, such as the roadway fee.

City of Rancho Cordova

Inter-Correspondence

January 19, 2005

To: Bill Campbell
Planning Department

From: Anthony Santiago
Public Works

Subject:

Application Number:	**RC 03-052**
Application Title:	**The Preserve at Sunridge**
APN:	**067-0040-008**

We have reviewed the subject application and recommend the following conditions:

Rezone:

Grant the City of Rancho Cordova right-of-way for Jaeger Road and Chrysanthy Boulevard, and install public street improvements pursuant to City Improvement Standards.

Large Lot Map:

Grant Irrevocable Offer of Dedications (IOD) over street patterns to serve Large Lots to the satisfaction of the City Public Works Department.

Dedicate the right of way for Jaeger Road and Chrysanthy Drive based on a 76-foot width and install "Class A" public street improvements pursuant to City Improvement Standards (C171).

Dedicate a minimum right-of-way width of 40 feet or one-half of the proposed right-of-way; whichever is greater, for "Street 1" and install "Class A" public street improvement pursuant to the City Improvement Standards. "Street 1" shall be extended to Jaeger Road.

Dedicate additional right-of-way on Jaeger Road and Chrysanthy Drive for intersection widening per the City Improvement Standards and to the satisfaction of the Public Works Department. A bus turnout is required per City Improvement Standards.

Dedicate additional right-of-way on Jaeger Road and "Street 1" for intersection widening per the City Improvement Standards and to the satisfaction of the Public Works Department. A bus turnout is required per City Improvement Standards.

Prior to the recordation of the final map, dedicate land or pay in lieu fees, or both, for park purposes, as required by Rancho Cordova City Code Title 22, Chapter 22.40 (C230)

Small Lot Map:

Dedicate the right of way for Jaeger Road and Chrysathy Boulevard based on a 76-foot road width and install "Class A" public street improvements with landscape median to the satisfaction of the City Public Works Department prior to the issuance of any building permit.

Dedicate a minimum right-of-way width of 40 feet or one-half of the proposed right-of-way; whichever is greater, for "Street 1" and install "Class A" public street improvement pursuant to the City Improvement Standards. "Street 1" shall be extended to Jaeger Road.

Dedicate the right-of-way for the indicated streets, subject to a traffic study, and install public street improvements pursuant the City Improvement Standards and to the satisfaction of the City Public Works Department.

Dedicate the right-of-way for the Streets 3, 4,5 and 8 based on a 60-foot road width standard and install public street improvements pursuant the City Improvement Standards and to the satisfaction of the City Public Works Department.

Prior to issuance of any building permit in Village 4, 6 or 7, "Street 12" from the east property line of Village 4 to the west property line of Village 6 or 7 shall be constructed pursuant the City Improvement Standards and to the satisfaction of the City Public Works Department. "Class A" public street improvements shall be constructed along Lots T, U, X and Y.

Prior to issuance of any building permit in Village 18, 19 or 23, "Street 1" from Jaeger Road to the west property line of the said villages shall be constructed pursuant the City Improvement Standards and to the satisfaction of the City Public Works Department. "Class A" public street improvements are required along the Open Space and Wetland Preserve Area.

Prior to issuance of any building permit in Village 22 or 23, "Street 7" from "Street 84" to the north property line of the said villages shall be constructed pursuant the City Improvement Standards and to the satisfaction of the City

Public Works Department. "Class A" public street improvements shall be constructed along the Open Space and Wetland Preserve Area.

Prior to issuance of any building permit in Village 25, "Street 8" from Jaeger Road to the west property line shall be constructed pursuant the City Improvement Standards and to the satisfaction of the City Public Works Department. "Class A" public street improvements are required along the Water Quality Basin Area.

Dedicate the indicated pedestrian and landscape easements along Jaeger Road, Chrysathy Boulevard and streets as indicated on the proposed tentative map.

Dedicate a standard 12.5-foot Public Utility Easement for underground facilities and appurtenances adjacent to all public ways, private drives and/or IODs (C160).

Dedicate the right-of-way for all streets adjacent to park sites based on a 60-foot half-street road width standard.

Record a maintenance agreement involving all the parcels of the subject map assuring timely maintenance of alleys and private roads. All Alleys shall be private and privately maintained.

Construct street elbows pursuant to the City Improvement Standards. The knuckle will be required.

"Street 11" shall have be constructed with a minimum traffic index of 6.5 and shall have a minimum centerline radius of 500 feet.

Eliminate median on "Street 54", just east of "Street 9."

Eliminate Lot "O" or re-align "Street 4" and "Street 7" so that the offset between streets is greater than 150 feet per Section 4-9 of the City Improvement Standards.

All public streets that terminate at the boundary line shall be eliminated unless the street continues onto adjacent subdivisions.

Widen all streets fronting RD-15 lots to a right-of-way width of 50 feet.

The number, size and location of driveways on commercial, school and park site are subject to the approval by the Public Works Department (C174a).

The approach of streets intersecting Jaeger Road, Chryanthy Boulevard and "Street 1," shall comply with Section 4-3 of the City Improvement Standards.

Comply with all requirements of Chapter 1, Article 5, Title III, of the City Zoning Code, relating to walls and landscape corridors adjacent to streets, including long-term maintenance provisions.

Create a maintenance entity to provide perpetual maintenance of the landscape lots (C243a).

If you have any comments or questions, please contact me at (916) 874-7093.

Cc: Cyrus Abhar, City Engineer
Elizabeth Sparkman, LDSIR

ELK GROVE Unified School District

Members of the Board:
Jeanette J. Billingsly
Pollyanna Cooper-Levangie
Priscilla S. Cox
Pamela A. Irey
William H. Lugg, Jr.
Chet Madison, Sr.
Brian D. Myers

Constantine I. Baranoff
Assistant Superintendent
Facilities and Planning

Robert L. Trigg Education Center
9510 Elk Grove-Florin Road, Elk Grove, CA 95624

(916) 686-7711
FAX: (916) 686-7754

April 15, 2005

SENT VIA E-MAIL - bcampbell@cityofranchocordova.org

Mr. Bill Campbell
Rancho Cordova Planning
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Subject: **Preserve at Sunridge (RC-03-052)**
Project Location and Description: A General Plan Amendment from Agricultural to Low and Medium Density Residential and Commercial, a Special Planning Area Zone, Tentative Subdivision Map to create: 2,415 single-family residential lots at various densities, 288 multi-family units, an elementary school site, parks, a commercial site and a large wetland preserve. The project is located east of Jaeger Road and south of Douglas Road in the city of Rancho Cordova. (067-0040-008)

Dear Mr. Campbell:

The Elk Grove Unified School District appreciates the opportunity to review the subject application. We request the following response be made a part of the public record of the Planning Commission and/or the **City Council** hearings.

Attached you will find the Elk Grove Unified School District's minimum school site criteria. Please note that the shape of the elementary school site in this project does not meet our criteria. Specifically, we need to be off the circular street, so that our site is more rectangular in shape. On March 7, 2005 we met with representatives of the developers to let them know that the site on this map would not be acceptable to the District. At that time we discussed the possibility of switching the school and park sites, despite the fact that would place the school closer to Chrysanthy Drive. This solution would be satisfactory to the Elk Grove Unified School District.

The District is currently impacted, overcrowded and experiencing a high rate of growth. This and other development projects will have a negative impact upon the District's existing school facilities. The District does not have the financial capability to purchase school sites nor construct and furnish needed school facilities with local funds alone. Developer fees and Mello-Roos taxes collected by the District are not sufficient or timely to satisfy the need. The District relies on statewide school bonds to provide funding necessary to construct new school facilities.

Without continued state funding, the District is in a school housing crisis. The District will continue to seek additional state funds to construct needed school facilities. Until such time as adequate facilities are available for current and projected students, students may be housed on campuses that have exceeded their intended capacity.

On July 6, 2004, the Board of Education adopted a new residential development fee in accordance with Senate Bill 50. The new fee is $3.95 per square foot and became effective on July 7, 2004. The district must update the School Facilities Needs Analysis annually; therefore the residential development fee is subject to change annually. At the time a building permit is applied for, the development will be subject to the residential fee in place.

On March 2, 2004, voters in California passed Proposition 55, a statewide bond authorizing 12.3 billion dollars to help fund public school facility needs. Specifically, the bond funds will provide a total of 7.75 billion dollars for new K-12 school construction and 2.25 billion dollars for K-12 reconstruction/modernization needs. The remaining 2.3 billion are reserved for community college, California State University, and University of California facilities.

Enclosed sheets provide estimates of student generation and financial impacts resulting from the construction of the proposed project. Our office will require additional information to determine the extent of the cumulative impacts that will result from the development of this project. Please include the District on your mailing list for subsequent stages of planning and environmental review. As in the past, we are available to review the impact of this project with you. If you have any questions or comments, please contact me at (916) 686-7590.

Thank you again for the opportunity to comment and your continuing assistance and cooperation.

Sincerely,

Kim Williams

Kim Williams
Planning Manager, Facilities and Planning

h:/Preserve at Sunridge comment letter

Enclosures – See additional attached files

CSD-1
COUNTY SANITATION DISTRICT 1
Wastewater Conveyance For a Growing Sacramento

6345 Armstrong Avenue
...ather
...alifornia
...5655
...le: [916] 876-6000
...ax: [916] 876-6160
...ww.csd-1.com

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Robert F. Shanks
District Engineer
...rcia Maurer
Chief Financial Officer
Wendell H. Kido
...strict Manager
Mary K. Snyder
Collection Systems Manager

June 1, 2005
E225.000

Bill Campbell
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RECEIVED
JUN 0 3 2005
RANCHO CORDOVA
PLANNING

Subject: **The Preserve at Sunridge**
APN: 067-0040-008
Control No. RC-03-052

Dear Mr. Campbell:

Both the County Sanitation District 1 (CSD-1) and the Sacramento Regional County Sanitation District (SRCSD) reviewed the subject documents and have the following comments.

CSD-1 Conditions:

Connection to the District's sewer system shall be required to the satisfaction of CSD-1. Sacramento County Improvement Standards apply to sewer construction.

Each lot and each building with a sewage source shall have a separate connection to the CSD-1 sewer system.

CSD-1 shall require an approved sewer study prior to the approval of Final Map or submittal of improvement plans for plan check to CSD-1, which ever comes first.

In order to obtain sewer service, construction of CSD-1 sewer infrastructure is expected to be required.

Sewer easements may be required. All sewer easements shall be dedicated to CSD-1 in a form approved by the District Engineer. All CSD-1 sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance.

The trunk and collector sewer system for the project will not be accepted for maintenance, and building occupancy will not be granted until the downstream sewer system serving the project is also accepted for maintenance.

CSD-1 Advisories:

Trunk sewer design and construction may be reimbursed by CSD-1 under the terms of a Reimbursement Agreement. Prior to initiating design of any sewer facility, contact CSD-1 for details. It will be necessary to schedule a meeting to discuss reimbursement requirements with appropriate CSD-1 staff prior to any design. Failure to strictly comply with the provisions of the CSD-1 Ordinances may jeopardize all sewer reimbursement.

If a lifting and/or pumping station for serving this development is required, the applicant shall submit a Hazardous Materials Plan (HMP) to CSD-1. The HMP shall satisfy state and CSD-1 requirements, and shall be approved by CSD-1 prior to acceptance of the facility.

If a lifting and/or pumping station is required to serve this project, the applicant shall install all necessary infrastructure (electrical power and wiring, telemetry, piping, manholes, wells, gates etc.) for the complete operation of the facility at full development, and final maximum service capacity as identified in applicable approved sewer studies. The only exception to this requirement is the pump size, which shall be installed in accordance with the initial designed service capacity.

If interim sewer infrastructure (such as sewer pipes, manholes, and lifting and/or pumping stations) is required to serve this project, the applicant shall be responsible for the cost to CSD-1, to decommission, and abandon such interim sewer infrastructure. The mechanism to capture these costs shall be approved and accepted by CSD-1 prior to the recordation of the Final Map or approval of Improvement Plans for plan check to CSD-1, which ever comes first.

Developing this property will require the payment of sewer impact fees. Impact fees for CSD-1 shall be paid prior to filing and recording the Final Map or issuance of Building Permits, which ever is first. Applicant should contact the Fee Quote Desk at (916) 876-6100 for sewer impact fee information.

Please contact Wendy Haggard or Stephen Moore prior to initiating a sewer study. If you have any questions regarding these comments, please call Stephen Moore at (916) 876-6296 or myself at (916) 876-6094.

Sincerely,

Wendy Haggard

Wendy Haggard, P.E.
Department of Water Quality
Development Services

WH/SM: cc

cc: David Ocenosak
Maria Cablao
Salem Khan
Brian Vail
River West Investments, Inc
7700 College Town Dr., Suite 109
Sacramento, CA 95826

CSD-1
COUNTY SANITATION DISTRICT 1
Wastewater Conveyance For a Growing Sacramento

10545 Armstrong Avenue
Mather
California
95655
Tele: [916] 876-6000
Fax: [916] 876-6160
Website: www.csd-1.com

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December 11, 2003
E225.000

Bill Campbell
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RECEIVED
DEC 15 2003
RANCHO CORDOVA
PLANNING

Dear Mr. Campbell:

Subject: **Project Name: Sunridge Village**
APN: 067-0040-008
Control No. RC 03-052

County Sanitation District 1 (CSD-1) has reviewed the subject documents and has the following comments.

Presently, the Sacramento Regional County Sanitation District (SRCSD) Master Plan proposes the Aerojet Interceptor AJ-1 run east from Sunrise Boulevard along Chrysanthy Boulevard to the west boundary of Sunridge Village. Once the sewer study is approved it may show that the AJ-1 Interceptor needs to be extended further east into Sunridge Village. Therefore we have included the interceptor condition below.

The SRCSD interceptor system is currently capacity constrained. Additional capacity is being added with the completion of the Bradshaw Interceptor system currently slated for late 2005. Improvement plans are nearing completion and some elements of the system will be under construction the spring of 2004.

Although a significant sewer study is required, the study is primarily a design tool and is not needed prior to the granting of the tentative map and therefore should not impact the expedited review.

CSD-1 Conditions:

Connection to the public sewer system shall be required to the satisfaction of CSD-1. Sacramento County Improvement Standards apply to sewer construction.

Each lot shall have a separate connection to the public sewer system.

CSD-1 shall require an approved sewer study prior to the approval of the Final Map or submittal of improvement plans for plan check to CSD-1, which ever comes first.

In order to obtain sewer service, construction of public sewer is expected to be required. Sewer easements may be required. Trunk sewer design and construction may be reimbursed by CSD-1 under the terms of a Reimbursement Agreement. Collector sewer design and construction may qualify for reimbursement under the terms of a Participation Agreement. Prior to initiating design of any sewer facility, contact CSD-1 for details. It will be necessary to schedule a meeting to discuss reimbursement requirements with appropriate CSD-1 staff prior to any design. Failure to strictly comply with the provisions of the CSD-1 Ordinances may jeopardize all sewer reimbursement.

Sewer easements may be required. All sewer easements shall be dedicated to CSD-1, in a form approved by the District Engineer. All sewer easements shall be 20 feet in width and ensure continuous access for installation and maintenance.

The trunk and collector sewer system for the project will not be accepted for maintenance and building occupancy will not be granted until the downstream sewer system serving the project is also accepted for maintenance.

If determined necessary by SRCSD after sewer study approval and prior to the recordation of the Final Map, the applicant will enter into and record an agreement, in a form approved by the District Engineer and District Counsel of Sacramento Regional County Sanitation District, to require the property owner(s) to reserve lands for acquisition by the District to install District pipelines and facilities for public health purposes and in conformance with the District Master Plan. The District shall exercise the agreement and acquire the reserved lands within two years of the completion and acceptance of required public improvements.

If it is determined necessary to extend the interceptor into Sunridge Village, a Temporary Construction Easement (TCE) will be required along both sides of the future interceptor. Construction of buildings and various street improvements, and landscaping within the TCE shall be prohibited until such time the TCE is released by SRCSD unless approved by the District Engineer.

Prior to the completion of the Bradshaw Interceptor system, CSD-1 reserves the right to withhold sewer service connections due to capacity constraints.

Impact fees for CSD-1 shall be paid prior to filing and recording the Final Map or issuance of Building Permits, which ever is first.

CSD-1 Advisories:

Developing this property may require the payment of additional sewer impact fees. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.

If you have any questions regarding these comments, please call Joyce Ferguson at 876-6098 or myself at 876-6094.

Very truly yours,

Jeff Atteberry, P.E.
Application and Study Review

JA/JF:ds

cc: Christoph Dobson
Brian Vail
River West Investments
7700 College Town Drive, Suite 109
Sacramento, CA 95826

Memorandum

Date: January 6, 2005

To: Bill Campbell

From: John Samuelson

Subject: The Preserve at Sunridge App No. RC 03-052

We require a formal traffic impact study and will make our comments after it has been received. We also need a full size set of plans for better review

If you have any questions, please contact me at (916) 942-0285.

ACRAMENTO METROPOLITAN
AIR QUALITY
NAGEMENT DISTRICT

Larry Greene
AIR POLLUTION CONTROL OFFICER

RECEIVED
FEB 08 2005
RANCHO CORDOVA
PLANNING

February 4, 2005

Bill Campbell
City of Rancho Cordova
3121 Gold Canal Dr
Rancho Cordova CA 95670

RE: The Preserve at Sunridge, RC-03-052
SAC200300036B

Dear Mr. Campbell:

Thank you for forwarding this application to the Sacramento Metropolitan Air Quality Management District. Staff offers the following comments for your consideration:

Given the size of this project, we believe it will trigger District thresholds of significance for both construction and operational air quality emissions. An air quality analysis should be performed in conjunction with the environmental document.

If those operations related emissions are determined to be significant, we recommend the City require the creation of an air quality mitigation plan, in compliance with General Plan policy AQ-15. Such a plan would be designed to reduce those emissions by at least 15%. We would be happy to work with the proponent on appropriate measures for the plan. We also recommend the plan be created and endorsed by us prior to the certification of the EIR or approval of a tentative subdivision map, whichever occurs first. In that way, the measures would become part of the approved project and not just a condition of approval. The AQ-15 Plan (Air Quality Plan) which was adopted for the SunRidge Specific Plan could be used as a point of departure.

If the construction related emissions are determined to be significant, we recommend the City require the District's standard construction mitigation. That mitigation can be found on our website www.airquality.org/Plans and programs/CEQA&Mitigation.

We believe other projects surrounding this project are included in a County Service Area (CSA) funding program for transportation services. CSA-10 has been established to provide "extended transportation services" for the Villages of Zinfandel project, and work was underway to include the SunRidge Specific Plan area as a benefit zone under CSA-10. We recommend that The Preserve at Sunridge also participate as a benefit zone under CSA-10 or other appropriate CSA, and initiate the appropriate engineering study for CSA inclusion.

777 12th Street, 3rd Floor ▮ Sacramento, CA 95814-1908
916/874-4800 ▮ 916/874-4899 fax
www.airquality.org

If you have any questions regarding these comments, please contact me at 916.874.4885.

Sincerely,

Jeane Borkenhagen
Mobile Source Division

CC: Ron Maertz, SMAQMD
Brian Vail, River West Investments, Inc

RANCHO CORDOVA POLICE DEPARTMENT

Thomas McMahon
Chief of Police

10361 Rockingham Drive
Sacramento, California 95827

916.875.9600 – Main
916.875.8673 – Fax

www.RanchoCordovaPD.com

January 27, 2005

Mr. Bill Campbell
City of Rancho Cordova Planning Department
3121 Gold Canal Drive
Rancho Cordova, CA 95670

RECEIVED
JAN 3 1 2005
RANCHO CORDOVA
PLANNING

RE: 03-052 THE PRESERVE AT SUNRIDGE

Dear Mr. Campbell:

The Rancho Cordova Police Department requests that the following conditions be appended to the subject application:

1) PROJECT-SPECIFIC CONDITIONS

a) The Police Department requests review of the site/elevation plans for the proposed apartment property prior to issuance of building permits.

b) The Police Department requests review of the site/elevation plans for the proposed commercial site prior to the issuance of building permits.

c) All lots which face a park, school, or planned open space shall have the homes oriented to face that space. No side yards shall be permitted adjacent to these spaces. This is to allow for "ownership" of the street by residents, and encourage residents to view and report activities occurring in these spaces.

d) All lots facing public streets shall be oriented to provide front door/garage access to the public streets. This is allow for "ownership" of the street by residents.

2) LANDSCAPING

a) Landscaping shall be of the type and situated in locations to maximize observation while providing the desired degree of aesthetics. Security planting materials are encouraged along fences and property lines and under vulnerable windows.

3) FENCING/ACCESS CONTROL

a) Vertical wrought-iron fencing material shall be used for all fences between private lots and open space, parks, right of ways, or other public access land. This is to allow visibility to those areas and encourage residents to view activities in those areas. In addition this will make those areas less attractive to loiterers and others who wish to use those locations for criminal or mischievous purposes.

4) PLAN LAYOUT/ELEVATION COMMENTS

a) The Sacramento Sheriff's Department recommends, when possible, that all new homes be built with common living spaces situated to the front of the structure. This layout will allow enhanced natural surveillance to the street, providing more eyes on the street, and discouraging criminal activities. Rooms to be on the front-facing wall of the house should include family room, bedrooms, den, kitchen, and other similar rooms. Placing dining rooms, living rooms, and other similar rooms on the front of the house encourages residents to live in the back portions of their home, and not connect with the street or incidents happening on the street.

5) ADDRESSING

a) A street number shall be displayed in a prominent location on the street side of the residence in such a position that the number is easily visible to approaching emergency vehicles.

b) The numerals shall be no less than three (3) to four (4) inches in height and shall be of a contrasting color to the background to which they are attached.

c) The numerals shall be lighted at night.

6) LIGHTING

a) There shall be on-street lighting to allow for adequate visibility by residents, law enforcement, and passersby during nighttime hours.

b) All exterior doors shall be provided with their own light source and shall be adequately illuminated at all hours to make clearly visible the presence of any person on or about the site and provide adequate illumination for persons exiting the buildings.

c) Security, parking area, roadway, and sidewalk/pathway lighting shall be controlled by photocell and shall be left on during hours of darkness or diminished lighting.

7) BUILDING SECURITY

a) Sliding glass doors
   i) Single sliding glass doors shall have the movable section of the door adjusted in such a manner that the up and down play is taken up to prevent lifting with a pry tool to defeat the locking mechanism.

   ii) Secondary dead locks shall be installed on all single sliding glass doors.

b) Windows
   i) Windows shall be constructed so that when the window is locked, it cannot be lifted from the frame. The vertical play shall be taken up to prevent lifting of

the movable section to defeat the locking mechanism.

ii) The sliding portion of the sliding glass window shall be on the inside track.

iii) Window locking devices shall be capable of withstanding a force of 200 lbs. in any direction.

8) LAW ENFORCEMENT STAFFING

a) Based on City of Rancho Cordova residency statistics of 2.9 persons per household, the Sheriff's Department will require an additional 7.83 officers to maintain the 1 to 1000 officer/population staffing level. This incremental increase is in addition to other new construction in the City of Rancho Cordova.

The Police Department reserves the right to make additional security and safety conditions, if necessary, upon receipt of detailed/revised building plans. If you should have any questions, please feel free to contact me any time at 876-7599.

Post-it® Fax Note 7671	Date 1/28/05	# of pages ▶ 2
To Bill Campbell	From Jody Hashigami	
Co./Dept.	Co. SCWA	
Phone #	Phone # 874-4256	
Fax # 853-1680	Fax #	

COUNTY OF SACRAMENTO
PUBLIC WORKS AGENCY – WARRI
Department of
Including service to the Cities of Citrus H
Keith DeVore, Director

RECEIVED
JAN 28 2005
RANCHO CORDOVA
PLANNING

Date: January 28, 2005

To: Bill Campbell
City of Rancho Cordova - Planning Department

From: Jody Hashigami
Water Supply – Zone 40 Planning and Development

Subject: The Preserve at Sunridge
RC 03-052

Water Supply has reviewed the above application and submits the following conditions and comments:

- Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of Sacramento County Water Agency prior to Final Map approval.

- Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the project. Prior to abandoning any existing agricultural wells, applicant shall use water from agricultural wells for grading and construction.

- Project proponents, future successors or interests shall comply with all 'Water Supply' provisions established in Ordinance Number SZC 2002-0014, Control Number 93-0243.

- Entitlements for urban development within the Sunrise Douglas Plan area (i.e. subdivision maps, parcel maps, use permits, building permits, etc.) shall not be granted unless agreements and financing for supplemental water supplies are in place, consistent with the General Plan Policy CO-20.

- No building permits shall be issued for urban development within the SunRidge Specific Plan area that requires more than 2,265 AFA until subsequent phases of water supply facilities have been constructed that provide sufficient water to provide for such development to the satisfaction of SCWA.

- Project proponents, future successors or interests shall pay any SCWA development fee and development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development within the SunRidge Specific Plan, as determined by the Sacramento County Department of Water Resources

- Prior to operation of any NVWF facilities, project proponents, future successors or interests shall construct groundwater monitoring wells to monitor the impacts of the NVWF operation on local groundwater elevations and groundwater contaminant movement. The number, location and design of said monitoring wells shall be subject to the approval of the Sacramento County Department of Water Resources

- Prior to tentative subdivision map approval, project proponents, future successors or interests shall enter into an agreement with the SCWA to fund a North Vineyard Well Insurance Program that will be administered by the SCWA. Said well insurance program shall follow the guideline established in Ordinance NO. SZC 2002-0014

- The project proponents, future successors or interests shall pay the Sacramento County Water Agency up to $1,000 per equivalent dwelling unit at the time of the building permit to fund a faire share portion of any water project(s) identified by the SCWA Board of Directors that optimizes available local groundwater resources

The following requirements are project conditions not subject to tentative map approval:

Prior to the issuance of any building permits for the project, the project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.

Prior to the issuance of any building permits for the project, the project shall conform to the specific provisions of the Sacramento County Landscape Water Conservation Ordinance (Chapter 14.10 of the Sacramento County Code) to the satisfaction of the County Landscape/Oak Tree Coordinator.

If you have any questions, please feel free to call me at (916) 874-4256 or email me at HashigamiJ@SacCounty.net

Zone 40: Yes
Zone 41: Yes

Cc: file

SMUD
SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.SM

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

January 27, 2005

RECEIVED
FEB 04 2005
RANCHO CORDOVA
PLANNING

FILE: RC 03-052 Rev. 1

CITY OF RANCHO CORDOVA
PLANNING DEPARTMENT
ATTN: BILL CAMPBELL
3121 GOLD CANAL DRIVE
RANCHO CORDOVA, CA. 95670

We have reviewed the Tentative Subdivision Map (THE PRESERVE AT SUNRIDGE).

We request the following be conditions of the subject map.

In the past we have had problems with building sidewalks and pedestrian easements over the public utility easement. Attached are the drawings showing where we are required to install our facilities. The trench drawing shows the space in front of the trench is for sidewalks and where the water meters and sewer, water cutouts belong.

The condition to place a sidewalk and pedestrian easement within the PUE has a potential to create conflicts with the various utilities.

The Sacramento Municipal Utility District (SMUD) installs pad mounted transformers and cubicles to serve its customers. A cubicle is approximately 5.5' x 7' and a transformers can be as large as 7'x7'. The installation of these facilities may not allow for the construction of a 6' sidewalk at the transformer and cubicle locations and would need to be reduced in width.

If a sidewalk were placed within the PUE, any future repair to the utilities under the sidewalk would require the removal and repair of large longitudinal sections of the sidewalk, which would affect the aesthetic appearance of the sidewalk.

Other utilities such as the telephone and cable companies should be contacted to obtain the size of their facilities and the compatibility of a sidewalk with their installations.

1. Dedicate the 10-foot pedestrian easement and 10-foot adjacent thereto for a 20-foot public utility easement for underground facilities and appurtenances adjacent to all public street rights of ways, where 10-foot pedestrian easements are located.

2. Dedicate a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all public street rights of ways, where sidewalks are connected to the streets.

3. Dedicate any private drive and 10 feet adjacent thereto as a public utility easement for underground facilities and appurtenances, except where structures are located.

4. Dedicate any private alleyway and 5 feet adjacent thereto as a public utility easement for underground facilities and appurtenances.

5. Dedicate the Landscape Corridors as a public utility easement for underground facilities and appurtenances.

6. Label SMUD's and P.G.&E.'s transmission line easements as a "Restricted Building and Use Area".

7. The owner/developer must disclose to future/potential owners the existing or proposed 69kV and 230 kV electrical facilities.

   SMUD is planning to build a 69 kV overhead power line within our easement adjacent to the East side.

8. Prior to the issuance of any grading or building permits, the developer shall obtain a joint-use agreement from SMUD consenting to the proposed development within SMUD's transmission line easement. Please contact SMUD's Property Administrator for application procedures.

9. The following are conditions of this map:

The Sacramento Municipal Utility District occupies a transmission line easement within the boundaries of the subject map and certain uses are not permitted or compatible with the safety, operation, maintenance and construction of our transmission line facilities. Prior to construction, SMUD will want to review grading, landscape, or any other drawings that show changes to the areas within the transmission line easement.

The following is a partial list of restrictions affecting the transmission line easement:

All cut, fill and grading within SMUD's easement must be conducted in a manner so that minimum horizontal and vertical clearances are maintained in accordance with California Public Utilities Commission General Order No. 95. Any violations shall be corrected at the owners expense.

Vehicular access must be provided to all our steel towers nos. 799 to 804 at all times.

All metal fixtures placed within the easement area must be properly grounded. A grounding plan shall be submitted to SMUD's Property Administrator for review and approval.

Tree, landscaping, light standards and equipment shall not exceed 15 feet in height within the easement area.

No structures or buildings are permitted within the easement area including swimming pools, spas, gazebos, wells and man-made reservoirs, lakes, drainage easements or similar bodies of water.

The above list is not all-inclusive and does not constitute SMUD's consent to use its transmission line easement. Such consent may be issued upon receipt, evaluation and approval of final plans and becomes effective when signed by the owner/developer.

For information regarding approvals, acceptable uses and clearances, please contact SMUD's Property Administrator Wayne Lundstrum (916) 732-5332.

This letter supersedes the letter dated December 12, 2003.

Any revisions or deletions relative to the above conditions must be submitted in writing by the Real Estate section of SMUD. No verbal or other written agreements should be accepted by the City of Rancho Cordova.

Michael E. Toyama
Michael E. Toyama
Land Agent
Real Estate Services
(916) 732-5330

cc: LOUIS B. SULLIVAN
RIVER WEST INVESTMENTS
WOOD RODGERS, INC.
LINDA BUDGE

CP 22 TB 320-F-3 ANGEJA

SMUD FILE: RC 03-0052 Rev. 1

SMUD
SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.℠

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

December 12, 2003

FILE: RC 03-052

CITY OF RANCHO CORDOVA
PLANNING DEPARTMENT
ATTN: BILL CAMPBELL
3121 GOLD CANAL DRIVE
RANCHO CORDOVA, CA. 95670

RECEIVED
DEC 18 2003
RANCHO CORDOVA
PLANNING

We have reviewed the Tentative Subdivision Map (AKT JAEGER A & P).

We request the following be conditions of the subject map.

1. Dedicate a 12.5-foot public utility easement for underground facilities and appurtenances adjacent to all sidewalks.

In the past we have had problems with building sidewalks and pedestrian easements over the public utility easement. Attached are the drawings showing where we are required to install our facilities. The trench drawing shows the space in front of the trench is for sidewalks and where the water meters and sewer, water cutouts belong.

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If a sidewalk were placed within the PUE, any future repair to the utilities under the sidewalk would require the removal and repair of large longitudinal sections of the sidewalk, which would affect the aesthetic appearance of the sidewalk.

Other utilities such as the telephone and cable companies should be contacted to obtain the size of their facilities and the compatibility of a sidewalk with their installations.

2. Dedicate the Landscape Corridors as a public utility easement for underground facilities and appurtenances.

3. Label SMUD's and P.G.&E.'s transmission line easements as a "Restricted Building and Use Area".

4. The owner/developer must disclose to future/potential owners the existing or proposed 69kV and 230 kV electrical facilities.

   SMUD is planning to build a 69 kV overhead power line within our easement adjacent to the East side.

5. Prior to the issuance of any grading or building permits, the developer shall obtain a joint-use agreement from SMUD consenting to the proposed development within SMUD's transmission line easement. Please contact SMUD's Property Administrator for application procedures.

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The above list is not all-inclusive and does not constitute SMUD's consent to use its transmission line easement. Such consent may be issued upon receipt, evaluation and approval of final plans and becomes effective when signed by the owner/developer.

For information regarding approvals, acceptable uses and clearances, please contact SMUD's Property Administrator Wayne Lundstrum (916) 732-5332.

Any revisions or deletions relative to the above conditions must be submitted in writing by the Real Estate section of SMUD. No verbal or other written agreements should be accepted by the City of Rancho Cordova.

Michael E. Toyama
Michael E. Toyama
Land Agent
Real Estate Services
(916) 732-5330

cc: LOUIS B. SULLIVAN
RIVER WEST INVESTMENTS
WOOD RODGERS, INC.

CP 22 TB 320-F-3 ANGEJA

SMUD FILE: RC 03-0052

Sacramento Metropolitan Fire District

Fire Prevention Bureau
3012 Gold Canal Drive • Rancho Cordova, California 95670-6116 • Phone (916) 942-3300 • Fax (916) 942-3400

RICK MARTINEZ
Fire Chief

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FEB 04 2005
RANCHO CORDOVA
PLANNING

February 1, 2005

City Of Rancho Cordova
Planning and Community Development
3121 Gold Canal Drive
Rancho Cordova, CA. 95670
Attention: Bill Campbell

RE: Application Number: RC-03-052
APN: 067-0040-008
Project Name: The Preserve at Sunridge
Project Location: East of Jaeger Road and South of Douglas Road
SMFD Project Number: 2005-0076

Applicant: It is highly recommended that specific requirements for your project be obtained from the Fire District during the pre-construction planning stage. Specific requirements for bridges, fire hydrants, entry gates, and access roadways must be clearly understood and complied with. It is advisable to schedule a design review conference with the Fire District to provide any necessary requirement clarification.

If there are no immediate plans for construction or the on-site storage of combustible construction materials, the requirements applicable to construction may be held in abeyance until such time that construction occurs. If this property is sold prior to development, the seller must disclose the above requirements to the buyer.

NOTE: THE FOLLOWING ITEMS ARE SPECIFIC TO THE STAFF REPORT FOR THIS PROJECT AND REQUIRE SPECIAL ATTENTION:

1. All lots served by private roads (i.e. private drive, alleys and access lots) shall provide the following:

   a. Access roadways with all weather driving surfaces of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radiuses of 40 feet inside and 60 feet outside dimension shall be provided. The access roadways shall be capable of supporting the imposed loading of fire apparatus and shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. ***The use of turf-block, grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways.***

b. When the apparatus access roadway length exceeds 150 feet from the public way, an approved fire apparatus roadway conforming to SMFD Standard 444.302 shall be provided. The turn-around shall be located within 100 feet of the end of the access roadway.

c. The maximum allowable grade change of the approach to and exit from a hill or elevated road will not exceed eight (8) percent for a distance of ten (10) feet. (Reference: UFC 902.2.2.)

d. Vehicle parking is prohibited on any apparatus access roadway less than 30 feet in width. Vehicle parking is permitted on both sides of apparatus access roadways 40 feet or more in width. Roadway width shall be measured between the gutter-line or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways shall be provided conforming to SMFD Standard 444.302.

e. A reciprocal access agreement recorded with the Public Recorders Office having jurisdiction. A copy of the access agreement shall be provided to the fire department for review prior to recording.

f. A road maintenance agreement (RMA) recorded with the Public Recorders Office having jurisdiction. The roadway maintenance agreement shall include the following:

   i. Provisions for the necessary repair and maintenance of the roadway surface
   ii. Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13'6") or width of twenty feet (20')
   iii. Provisions for the maintenance, repair, and/or replacement of NO PARKING-FIRE LANE signage or striping
   iv. Provisions for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems

g. A copy of the road maintenance agreement shall be provided to the Fire District with the site improvement or Civil Engineering drawings upon submittal for review.

NOTE: THE FOLLOWING INFORMATION IS FOR THE APPLICANTS/ENGINEER'S REVIEW PRIOR TO SUBMITTAL OF SITE IMPROVEMENT DRAWINGS:

1. The installation of approved traffic control equipment may be required on all signal lights installed or modified as a part of this project to allow emergency fire apparatus to activate the traffic signal.

2. Provide maximum 500-foot spacing between fire hydrants serving residential areas. Provide approved steamer type fire hydrants for residential areas located as follows:

   a. One fire hydrant shall be located between 150 to 250 feet from the end of the access roadway.
   b. A hydrant installed at the end of an access roadway, as a "blow off" for the water district does not meet the fire department requirements.
   c. Each steamer hydrant shall have a minimum flow of 1000 gpm for residential areas.

      NOTE: Specifications for fire hydrants are available at the Fire Prevention office.

   d. Additional requirements apply for residential dwellings having areas greater than 3,600 square feet.

EXCEPTION: Single-family dwellings provided with an approved automatic fire sprinkler system.

e. Plans shall be submitted to the fire prevention bureau showing hydrant locations for review and approval prior to construction. **FIRE HYDRANT DETAIL AND FIRE DEPARTMENT NOTES SHALL BE SHOWN ON THE PLANS OR IMPROVEMENT DRAWINGS.**

3. Residential roof coverings shall not be less than Class C.

4. Provide approved address numbers on the building in such a position as to be plainly visible and legible from the street or road fronting the property. Said numbers shall contrast with their background and on all new buildings, shall be illuminated at night. In order to meet this requirement the following methods are acceptable:

   a. Name the access road and ensure that the new addresses be listed for the newly named "street, and meet the requirement above or...
   b. Provide approved address numbers on the homes and for each of the homes on the access drive, provide approved address numbers posted next to the entrance to the access drive, facing the public street in an approved manner to meet the above requirement.

5. Fire hydrant installations for the protection of commercial projects (i.e. school locations) shall comply with the following requirements:

   a. Maximum 300-foot spacing on center.
   b. One fire hydrant shall be located within 150-feet from the end of the access roadway.
   c. A hydrant installed at the end of an access roadway as a "blow off" for the water district does not meet the fire department fire hydrant requirements.

6. Plans shall be submitted to the fire prevention bureau showing hydrant locations for review and approval prior to construction. ***Fire hydrant details and fire department notes shall be shown on the site plans or improvement drawings.***

7. Access roadways with all weather driving surfaces of not less than 20-feet of unobstructed width, 13-feet, 6-inches of vertical clearance, and turning radiuses of 40 feet inside and 60 feet outside dimension shall be provided. The access roadways shall be capable of supporting the imposed loading of fire apparatus and shall extend to within 150 feet of all portions of the exterior walls of the first story of any proposed building. ***The use of turf-block, grass-crete or similar alternate road surfaces is not approved for installation in fire apparatus access roadways.***

8. When the apparatus access roadway length exceeds 150 feet from the public way, an approved fire apparatus roadway conforming to SMFD Standard 444.302 shall be provided. The turn-around shall be located within 100 feet of the end of the access roadway.

9. The maximum allowable grade change of the approach to and exit from a hill or elevated road will not exceed eight (8) percent for a distance of ten (10) feet. (Reference: UFC 902.2.2.)

10. Vehicle parking is prohibited on any apparatus access roadway less than 30 feet in width. Vehicle parking is permitted on both sides of apparatus access roadways 40 feet or more in width. Roadway width shall be measured between the gutter-line or edge of pavement on opposite sides of the road. Identification of fire apparatus access roadways shall be provided conforming to SMFD Standard 444.302.

Sacramento Metropolitan Fire District requirements are not to be construed as abrogating more restrictive requirements by other agencies having jurisdiction. Final acceptance is subject to field approval and completion of required tests. If I may answer any questions or be of any assistance, please feel free to contact me Monday through Thursday 8am to 5:30pm at (916) 942-3353.

Sincerely:

Chrishana McDonald
Fire Inspector

CC: File

DEPARTMENT OF TRANSPORTATION
DISTRICT 3 – Sacramento Area Office
ENTURE OAKS, MS 15
P. O. BOX 942874
SACRAMENTO, CA 94274-0001
PHONE (916) 274-0614
FAX (916) 274-0648
TTY (530) 741-4501

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RANCHO CORDOVA
PLANNING

Flex your power!
Be energy efficient!

January 31, 2005

05SAC0005
03-SAC-50 PM 12.496
The Preserve at Sunridge (formerly known as Sunridge Village)
Application

Mr. Bill Campbell
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Dear Mr. Campbell:

Thank you for the opportunity to review and comment on the Preserve at Sunridge project. Our analysis shows that this project will have a significant increase in trip generation compared to that of the former Sunridge Village project. This makes our letter dated October 7, 2004 (enclosed) referring to the Sunridge Village project, that much more applicable toward the Preserve at Sunridge project.

Please provide our office with copies of any further action regarding this project. We would also like to be involved in any project coordination meetings that will discuss transportation issues. If you have any questions regarding these comments, please contact Gabriel Corley at (916) 274-0611.

Sincerely,

KATHERINE EASTHAM, Chief
Office of Transportation Planning - Southwest

Enclosure

DEPARTMENT OF TRANSPORTATION
DISTRICT 3 – Sacramento Area Office
VENTURE OAKS, MS 15
P. O. BOX 942874
SACRAMENTO, CA 94274-0001
PHONE (916) 274-0614
FAX (916) 274-0648
TTY (530) 741-4501

Flex your power!
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October 7, 2004

04SAC0128
04-SAC-50 PM 12.496
Sunridge Village
Notice of Preparation (NOP)

Ms. Hilary Andersen
City of Rancho Cordova
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Dear Ms. Andersen:

Thank you for the opportunity to review and comment on the Sunridge Village project. Our comments are as follows:

- This project should generate approximately 1,450 a.m. peak hour trips and 1,630 p.m. peak hour trips. A Traffic Impact Study (TIS) should be prepared to assess the project's impacts to the Sunrise Boulevard interchange at US 50 and intersection at State Route (SR) 16. The "Guide for the Preparation of Traffic Impact Studies" can be found at: http://www.dot.ca.gov/hq/traffops/developserv/operationalsystems/reports/tisguide.pdf, and can be used as reference.

- The TIS should incorporate the following scenarios:
  - Existing conditions without the project
  - Existing conditions plus the project
  - Cumulative conditions (without the project)
  - Cumulative conditions (with project build-out)

- The analysis should include the (individual, not averaged) Level of Service (LOS) and traffic volumes applicable to all intersection road approaches and turn movements. The procedures contained in the 2000 update to the Highway Capacity Manual along with the Guide for the Preparation of Traffic Impact Studies should be used as a guide for the TIS.

- Mitigation measures should be identified where the project would have a significant impact. Caltrans considers the following to be significant:
  - Vehicle queues at intersections and interchanges that exceed existing lane storage.
  - Project impacts that cause the intersection/interchange Level of Service (LOS) to deteriorate beyond LOS D.

- The analysis of future traffic impacts should be based on a 20 year planning horizon.

- Future transportation systems assumed for cumulative conditions should only include those improvements that are included in the Sacramento Area Council of Government's 2002 Metropolitan Transportation Plan.

- The Department commends the City of Rancho Cordova for locating parks in centralized locations, and pedestrian and bike facilities throughout the proposed Sunridge Village project.

Please provide the information requested above. If you have any questions regarding these comments, please contact Gabriel Corley at (916) 274-0611.

Sincerely,

KATHERINE EASTHAM, Chief
Office of Transportation Planning - Southwest

c: State Clearinghouse

DEPARTMENT OF TRANSPORTATION
DISTRICT 3 – SACRAMENTO AREA OFFICE
VENTURE OAKS, MS 15
P. O. BOX 942874
CRAMENTO, CA 94274-0001
HONE (916) 274-0638
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DEC 29 2003
RANCHO CORDOVA
PLANNING

December 19, 2003

03SAC0176
03SAC-50/16 PM 12.496/11.474
AKT Jaeger A & P (RC03-052)
Application

Mr. Bill Campbell
City of Rancho Cordova
Planning Division
3121 Gold Canal Drive
Rancho Cordova, CA 95670

Dear Mr. Campbell:

Thank you for the opportunity to review and comment on the AKT Jaeger A & P project. Our comments are as follows:

- This project will generate approximately 1,600 AM and 1,800 PM peak hour trips and a Traffic Impact Study should be prepared. Tiering off prior environmental EIR documentation is not mentioned in the project application and should be clarified. More distinctive project mapping showing this project area relative to State highways is also desired. The complete Caltrans TIS guidelines are available at the following website: http://www.dot.ca.gov/hq/traffops/developserv/operationalsystems/ . The TIS should incorporate the following scenarios:

  Existing conditions without the project
  Existing conditions plus the project
  Cumulative conditions (without the project)
  Cumulative conditions (with project build-out)

- The traffic analysis should provide a Level of Service (LOS) analysis for the State Route (SR) 50/Sunrise Boulevard Interchange freeway ramps and ramp terminal intersections and the SR16/Sunrise Boulevard intersection. A merge/diverge analysis should be performed for the freeway and ramp junctions and all analysis, including the intersection, should be based on AM and PM peak hour volumes. The analysis should include the (individual, not averaged) LOS and traffic volumes applicable to all intersection road approaches and turn movements. The procedures contained in the Year 2000 Highway Capacity Manual should also be used as a guide for the traffic study.

- Mitigation measures should be identified where the project would have a significant impact. Caltrans considers the following to be significant impacts:

- Off-ramps with vehicle queues that extend into the ramp's deceleration area or onto the freeway.

- Vehicle queues at intersections that exceed existing lane storage.

- Project traffic impacts that cause any ramp's merge/diverge Level of Service (LOS) to be worse than the freeway's LOS.

- Project impacts that cause the freeway or intersection LOS to deteriorate beyond LOS E for freeway and LOS D for intersections. (If the LOS is already "E" or "F", then a quantitative measure of increased queue lengths and delay should be used to determine appropriate mitigation measures.)

- Safe refuge islands and well lit crosswalks are suggested for bicyclists and pedestrians on nearby wide throughfares, such as Sunrise Boulevard.

- The analysis of future traffic impacts should be based on a 20 year planning horizon.

- Future transportation systems assumed for cumulative conditions should only include those improvements in the Sacramento Area Council of Government's 2002 Metropolitan Transportation Plan.

- Assembly Bill (AB) 1807 amended the California Environmental Quality Act (CEQA) and Public Resources Code Sections 21081.4, 21081.6 and 21081.7, mandate that lead agencies under CEQA provide the California Department of Transportation with information on transportation related mitigation monitoring measures for projects that are of statewide, regional, or area wide significance. The enclosed "Guidelines for Submitting Transportation Information from a Reporting or Monitoring Program to the Department of Transportation" (MM Submittal Guidelines) discuss the scope, purpose and legal requirements for mitigation monitoring reporting and submittal, specify the generic content for reports, and explain procedures for the timing, certification and submittal of the required reports. This project has impacts that are of regional or area wide significance. Therefore, the enclosed Mitigation Monitoring Certification Checklist form should be completed and submitted to our office when the mitigation measures are approved, and again when they are completed for all improvements related to the AKT Jaeger A & P project.

Please provide our office with a copy of the draft TIS for this project. If a TIS is not prepared, please provide an explanation of why it was not considered necessary. If you have any questions regarding these comments, please contact Ken Champion at (916) 274-0615.

Sincerely,

Kenneth R. Champion for

JEFFREY PULVERMAN, Chief
Office of Regional Planning

Enclosures

GUIDELINES FOR SUBMITTING TRANSPORTATION INFORMATION FROM A REPORTING OR MONITORING PROGRAM TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (DEPARTMENT)

INTRODUCTION

The California Environmental Quality Act (CEQA) as amended on January 1, 2001, by Assembly Bill (AB) 1807, added a new provision to Section 21080.4 of the Public Resources Code (PRC).
The provision requires lead agencies to submit Notices of Preparation (NOPs) to the Governor's Office of Planning and Research when they determine that an environmental impact report will be required to approve a project.

The new law also amended PRC Section 21081.7, which now requires that "transportation information resulting from a reporting or monitoring program adopted by a public agency" be submitted to the Department when a project has impacts that are of statewide, regional, or area-wide significance.

Mitigation reporting or monitoring programs are required under PRC Section 21081.6 when public agencies include environmental impact mitigation as a condition of project approval. Reporting or monitoring takes place after approval to ensure implementation of the project in accordance with mitigation imposed during the CEQA review process.

In addition to the requirements listed above, AB 1807 obligates the Department to provide guidance for public agencies to submit their reporting or monitoring programs. Subject to these requirements, the following guidelines have been adopted by the Department.

PURPOSE OF THE GUIDELINES

The purpose of these guidelines is to establish clear and consistent statewide procedures for public agencies to submit transportation mitigation reporting or monitoring information to the Department. They are to be used by District Intergovernmental Review (IGR) Program Coordinators for identifying the scope and timing of transportation information needed, and to identify the "single point of contact" for transmittal of reporting or monitoring information from the lead agency to the Department.

PROCEDURES The following procedures are intended for use by District IGR Program Managers and Coordinators in directing local lead agencies to comply with PRC Section 21081.7.

A. The District IGR Coordinator will notify the CEQA lead agency in writing about transportation reporting or monitoring submittal requirements in PRC Section 21081.7 during either "early consultation", the Notice of Preparation (NOP) stage, or the Initial Study (IS) phase of the CEQA review process.

B. Detailed procedures for the CEQA lead agency to submit transportation reporting or monitoring information to the district should be attached to the district's notification letter. The submittal shall contain the following information:

1. The name, address, and telephone number of the CEQA lead agency contact who is responsible for the mitigation reporting or monitoring program (see PRC Section 21081.6[a][1]).

2. The location and custodian of the documents or other material, which constitute the record of proceedings upon which the lead agency's decision is based (see PRC Section 21081.6[a][2]).

3. Assurances from the CEQA lead agency that the Department can obtain copies of the aforementioned documents and materials, if needed, to clarify details or resolve issues related to the mitigation adopted (see PRC Section 21081.7).

4. Detailed information on impact assessment methodologies, the type of mitigation, specific location, and implementation schedule for each transportation impact mitigation measure included in the reporting or monitoring program (see PRC Section 21081.6[b]). The CEQA lead agency, at its discretion, may submit the complete reporting or monitoring program with the required transportation information highlighted.

5. A certification section which will be signed and dated by the CEQA lead agency and the Department certifying that the mitigation measures agreed upon and identified in the above checklist have been implemented, and all other reporting requirements have been adhered to, in accordance with PRC Sections 21081.6 and 21081.7.

C. When the project involves encroachment onto a state highway, the certification section will be signed by the District Permit Engineer. The District Permit Engineer will retain one copy of the mitigation reporting or monitoring information for the district permit files, and forward the original document to the District IGR Coordinator. The District IGR Coordinator will forward a copy to the Department's IGR Program Manager.

D. When the project does not involve encroachment onto a state highway, the certification section will be signed by the District IGR Coordinator. The District IGR Coordinator will retain the original document and forward a copy to the Department's IGR Program Manager.

APPROVED:

7/6 07/03
BRIAN J. SMITH Date
Deputy Director
Planning and Modal Programs

Randell H. Iwasaki 2/19/03
RANDELL H. IWASAKI Date
Deputy Director
Maintenance and Operations

has a park and open space dedication well below the current requirements, the District wants to make sure that it is clearly understood that this is a special case with extenuating circumstances as determined by the City, and this is not a precedent for other existing or future applications.

With regard to the Applicant's plan, we have reviewed and analyzed the impacts and opportunities this project will have on the recreation and open space resources within the District. In nearly all aspects except land dedication, this plan conforms to the goals of the City's Open Space, Parks and Trails Element of the General Plan and the District's Master Plan. If the City decides to accept the project based on former parks and open space standards, the District believes that the Applicant's Plan provides the best relationship between parks, development, and open space.

Although the Applicant's Plan generally conforms to existing planning documents, one possible inconsistency the Applicant's Plan has with the City's General Plan is with the Natural Resources Element and the relocation of natural drainage ways (Goal NR.3, Policy NR.3.1).

The last comment the District has at this time concerning the Applicant's Plan is the handbook entitled The Preserve at Sunridge General Plan and Special Planning Area Zoning Handbook, prepared by the Applicant. The District would like to clarify that although the Applicant has developed some rough schemes for park features within the development in this handbook, the District staff with direction and approval from the District Board will determine the extent and quality of park improvements in each of the parks dedicated to the District.

We look forward to working with the City and the Applicant as this project moves through the review process.

Sincerely,

Greg Foell

Greg Foell, District Administrator.

Robert McGarvey
Mayor

David Sander
Vice Mayor

Linda Budge
Councilmember

Ken Cooley
Councilmember

Dan Skoglund
Councilmember

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

Date: **July 17, 2006**

To: **Mayor and City Council**

From: **Ben Ritchie, Hilary Anderson and David Young**

Subject: **Preserve at Sunridge PC Hearing Comments on the Draft EIR and Responses to Comments**

The following represents a summary of comments received at the February 23, 2006 and March 9, 2006 Planning Commission meetings on the Preserve at Sunridge Draft EIR and staff's responses to those comments. These comments were received after the Draft EIR comment period had ended and thus were not included in the Final EIR. The DEIR comment period ended on December 5, 2005. Staff has concluded that none of the comments received at the Planning Commission hearings would require recirculation of the environmental document pursuant to CEQA Guidelines Section 15088.5.

FEBRUARY 23, 2006 PLANNING COMMISSION MEETING COMMENTS & RESPONSES

Commentor A **Danielle DeSilva**

Comment A-1: *The commentor states that the City should not feel sorry for the developers because they know what they are doing before they purchase property. The commentor adds that the developers are not paying attention to the project's wetland impacts or its affects on the local, regional, and State environment.*

Response A-1: This comment was directed at the applicants and the Draft EIR. The commentor is referred to Section 4.9 "Biological Resources" which fully discloses the project's impacts on aquatic resources and more specifically **Impact 4.9.5** "Loss of Jurisdictional Waters" and mitigation measures **MM 4.9.5a** through **MM 4.9.5c**, which would ensure that the project results in no net loss to waters of the U.S. or waters of the State. No further response is required.

Commentor B **Alta Turra**

Comment B-1: *The commentor requests that the City consider the alternatives presented in the Draft EIR prior to making a recommendation.*

Response B-1: The comment is noted and will be forwarded to the City's decision makers for consideration. Since the comment does not address the analysis of the Draft EIR, no further response is necessary.

Comment B-2: *The commentor states that vernal pool impacts were not considered nor were the impacts of providing off-site mitigation addressed in the document.*

Response B-2: The commentor is referred to Section 4.9 "Biological Resources" which fully discloses the project's impacts on aquatic resources and more specifically **Impact 4.9.5** "Loss of Jurisdictional Waters" and mitigation measures **MM 4.9.5a** through **MM 4.9.5c**, which would ensure that the project results in no net loss to waters of the U.S. or waters of the State. No further response is required. The commentor is referred to response to Comment F-1 and Response F-1 from the March 9 hearing regarding impacts of the offsite mitigation and revisions to mitigation measures in the Final EIR to address offsite impacts.

Commentor C **Melodee Wagner**

Comment C-1: *The commentor commended the City on its "Vision" and policies to protect the City's natural resources but expressed concern over Sacramento County's plans for the Matherfield vernal pools area, which is a protected habitat area.*

Response C-1: The comment is noted and will be forwarded to the City's decision makers for consideration. The Matherfield vernal pool area is under the jurisdiction of Sacramento County; therefore, the City of Rancho Cordova does not have land use authority in this area. The comments do not address the Draft EIR and no additional response is required.

Commentor D **Ray Ward**

Comment D-1: *The commentor suggested the City carefully consider the project's impacts to vernal pools because once they are gone, they are gone forever. Commentor requests that the City incorporate the vernal pools into future project design.*

Response D-1: The comment is noted and will be forwarded to the City's decision makers for further consideration. Additionally, the project would include 92.4 acres designated as a wetland preserve, which would incorporate the site's natural features into the project's design. The comments address the project's design features but does not address the environmental analysis contained in the Draft EIR; therefore, no additional response is necessary.

MARCH 9, 2006 PLANNING COMMISSION MEETING COMMENTS & RESPONSES

Commentor A: **Christa Lindsay**

Comment A-1: *The commentor claims that the Draft EIR is incomplete and expressed difficulty getting access to the document, which affected her ability to review it.*

Response A-1: An electronic posting is not required under CEQA; however, the City provided the on-line version of the Draft EIR as a courtesy to enable more citizens to review and submit commits who may have been without the ability to review a hard copy of the document. Additionally, hard copies of the Draft EIR (Volume I) and the Technical Appendices (Volume II) were available for public viewing at Rancho Cordova City Hall and the Rancho Cordova Library. The Draft EIR was posted on the City's website as a PDF file on October 19, 2005. Staff learned that there were a few inadvertent omissions to the online version of the Draft EIR on October 31 and a complete PDF file of the Draft EIR (Volume I) was re-posted on the City's website on November 2, 2005. The review period, the State Clearinghouse Number, location details on where the document was available for public review, the table of contents, and all figures were also posted on the City's website. There are several references to the technical appendices throughout the DEIR; however, the technical appendices were not posted on the website version of the DEIR due to the large size. The technical appendices were and still are available, however, at the Rancho Cordova Library and the Rancho Cordova City Hall (the addresses and phone numbers for both locations were provided in the Notice of Availability). The City followed all noticing requirements for CEQA, including noticing in the Sacramento Bee, noticing through the State Clearinghouse, and posting a notice at Rancho Cordova City Hall. Additionally, staff reports and public hearing notices were available on the City's website prior to the Planning Commission meetings.

Comment A-2: *The commentor states that the Draft EIR does not disclose the affects of relocating Morrison Creek and the downstream impacts on other property owners.*

Response A-2: The DEIR fully discusses and discloses adverse impacts to this resource (see **Impact 4.9.5** "Loss of Jurisdictional Waters" page 4.9-36 and **Impact 4.7.2** "Surface Water Quality" page 4.7-30) and proposes mitigation to reduce the impacts to less than significant, where feasible. In addition, **Impact 4.9.6** "Effect of a Movement Corridor" page 4.9-38, discloses the project's significant and unavoidable impacts of resulting from the proposed realignment of Morrison Creek.

Comment A-3: *The commentor requests that a document be prepared that addresses both CEQA and National Environmental Policy Act (NEPA) issues.*

Response A-3: While an EIS may be ultimately required for the project, the U.S. Army Corps of Engineers (USACE), and not the City of Rancho Cordova, is the agency that must make this decision. The 404-permit process is a federal permitting process. The USACE has not made a formal determination

about requiring an EIS for the proposed project. The project applicants have submitted an application to USACE for a permit under Section 404 of the Clean Water Act. As of the date of these comments, however, the application has not been found to be "complete" by USACE. An EIR for the project was required for the local permitting authority of the City's entitlement process. Rancho Cordova is required to prepare an EIR for the project because it was determined through an Initial Study that the project may cause a significant effect on the environment. Additionally, CEQA Guidelines Section 15222 (Preparation of Joint Documents) states, "If a Lead Agency finds that an EIS or Finding of No Significant Impact for a project would not be prepared by the federal agency by the time when the Lead Agency will need to consider an EIR or Negative Declaration, the Lead Agency should try [emphasis added] to prepare a combined EIR-EIS or Negative Declaration-Finding of No Significant Impact." The CEQA Guidelines say that a Lead Agency "should try" to prepare a joint document rather than using stronger words that would require a CEQA Lead Agency to work with a federal agency to prepare a joint document. The City started the CEQA process for the proposed project in September 2004 (when the first Notice of Preparation was released), which was prior to the applicants submitting a 404 permit application to USACE.

Comment A-4: The commentor restates her inability to access the on-line version of the Draft EIR on the City's website.

Response A-4: The commentor is referred to Response A-1.

Comment A-5: *The commentor expressed concern that the public hearing to solicit comments on the Draft EIR was not properly noticed and correct posting procedures were not followed. Commentor also asks that the Planning Commission give 2 weeks notice on projects that impact vernal pools.*

Response A-5: The commentor is referred to Response A-1. The item was continued from the February 23, 2006 Planning Commission meeting. The City fully complied with all legal requirements for CEQA and the noticing of public hearings. Additionally, the comment addresses public hearing noticing procedures and does not address the analysis or contents of the Draft EIR and no additional response is required.

Comment A-6: *The commentor states that there are both state and federal no net policy laws that the Draft EIR does not address.*

Response A-6: The commentor is referred to Section 4.9 "Biological Resources" which fully discloses the project's impacts on aquatic resources and more specifically **Impact 4.9.5** "Loss of Jurisdictional Waters" and mitigation measures **MM 4.9.5a** through **MM 4.9.5c**, which would ensure that the project results in no net loss to waters of the U.S. or waters of the State.

Commentor B: **Jim Pachl**

Comment B-1: *The commentor points to letters submitted by United States Fish and Wildlife Service (USFWS) and the U.S. Environmental Protection Agency (EPA) on the project's inconsistency with the Conceptual Level Strategy*

(Strategy) and how it would sabotage and undermine the effort. The commentor states that if the project receives City of Rancho Cordova approval and U.S. Army Corps of Engineering (USACE) permitting, it could potentially expose the City to environmental litigation from a national environmental group.

Response B-1: The comments are noted and will be forward to the City's decision makers for consideration. The comments do not address the Draft EIR or its contents and no additional response is required.

Comment B-2: *The commentor disagrees with the Swainson's Hawk mitigation in the Draft EIR and suggests the City further consult with the USFWS to develop mitigation strategies that are similar to Swainson's Hawk ordinances adopted by other jurisdictions in Sacramento County.*

Response B-2: The City consulted with the Department of Fish and Game and has worked with the Commentor to resolve Swainson hawk mitigation concerns. The Final EIR contains the final version of mitigation measure MM 4.9.1a. The commentor reviewed the revised Swainson's hawk mitigation measure language at the Planning Commission meeting on May 25, 2006 and said it was close to what he had requested and provided no further comments on the mitigation measure.

Commentor C **Daniel Scott**

Comment C-1: *The commentor points to the Rancho Cordova General Plan policies that ensure no net loss of functionality to wetland habitats policy and expresses concern over the project's ability to comply with those policies.*

Response C-1: The commentor is referred to Section 4.9 "Biological Resources" which fully discloses the project's impacts on aquatic resources and more specifically **Impact 4.9.5** "Loss of Jurisdictional Waters" and mitigation measures **MM 4.9.5a** through **MM 4.9.5c**, which would ensure that the project results in no net loss to waters of the U.S. or waters of the State.

Comment C-2: *The commentor states the artificial drainage proposed in association with the project would not duplicate the natural processes of the creek and could result in downstream flooding and water quality impacts. Additionally, Commentor adds that the project would violate provisions of the Clean Water Act and regulations set forth by the Central Valley Regional Water Quality Control Board.*

Response C-2: The commentor is referred to Response C-1. No additional response is required.

Comment C-3: *The commentor requests a full EIR be prepared prior to approving or making a decision on the project.*

Response C-3: The Draft EIR is a full environmental document, disclosing all the project's environmental related impacts. The Draft EIR also proposes mitigation to reduce those impacts to less than significant, where feasible. No additional response is necessary.

Commentor D **Alta Turra**

Comment D-1: *The commentor requests that the City consider the Conceptual Level Strategy and the alternatives presented in the Draft EIR prior to making a decision. The commentor expresses the recreation and wildlife benefits of natural stream functionality and urged the Commission to choose the Conceptual Level Strategy or a combination of the alternatives presented in the Draft EIR over the proposed project.*

Response D-1: The comment is noted and will be forward to the City's decision makers for consideration. Since the comment does not address the Draft EIR, no additional response is required.

Commentor E **Elke Guenter**

Comment E-1: *The commentor disagreed that the preserve areas would have no public access and stated that access was dependent on several factors (i.e., size, time of year, etc.).*

Response E-1: The City understands that the project's onsite wetland preserve would not be accessible to the public at any time during the year since it would be considered a mitigation preserve required to partially mitigate for the loss of onsite wetlands and vernal pools. The U.S. Army Corps of Engineers has indicated that no one will be allowed in wetland preserves except for maintenance or emergencies. The comment does not address the Draft EIR and no further response is required.

Comment E-2: *The commentor disagrees with the notion of creating vernal pools and claims they are not sustainable and die after a short period.*

Response E-2: The commentor did not provide evidence to support her position nor did the comment address the adequacy of the Draft EIR and no further response is required. There is evidence available showing that created vernal pools do succeed.

Comment E-3: *The commentor claims that vehicles may create depressions that are habitat for vernal pool species but vernal pools cannot be created in this manner. This comment was referring to a Planning Commission comment.*

Response E-3: Since the comment does not address the Draft EIR, no additional response is necessary.

Commentor F **Carol Witham – California Native Plant Society**

Comment F-1 *The Commentor states that the Draft EIR does not disclose the environmental impacts associated with mitigation measures* ***MM 4.9.1b*** *and* ***MM 4.9.5a****, which requires the restoration/creation of 30+ acres of vernal pool habitat at an undisclosed location. The excavation of 30 acres of vernal pools will have dust, noise, and vegetation related impacts. Therefore, the Draft EIR fails to fully disclose all environmental effects of the proposed project.*

Response F-1: The comment is noted. The commentor is referred to Section 3.0 Comments and Responses on the Draft EIR "Response 2-10" in the Final EIR. The construction activities involved in the creation of off-site vernal pools and wetland could result in temporary and short-term water quality, traffic/circulation, noise, air quality, and biological impacts. The mitigation measures identified in the Draft EIR are also applicable to the vernal pool and wetland creation site. Mitigation measure **MM 4.9.2b** has been revised (see Final EIR) to ensure that the project's Stormwater Pollution Plan (SWPPP) is implemented during the creation of the off-site vernal pools and wetlands. Additionally, a new mitigation measure **MM 4.9.2c,** which is contained in the Final EIR, will be added to page 4.9-35 the Draft EIR. Implementation of the **MM 4.9.2c**, which addresses the potential impacts of the proposed off-site creation activities, would ensure that the biological impacts are reduced to less than significant.

Commentor G **Larry Ladd**

Comment G-1: *The commentor expresses concern over the irreversible impacts of removing vernal pools and the excellent educational opportunities they provide for the City's citizens.*

Response G-1: This comment is noted and will be forwarded to the City's decision makers for consideration. Additionally, the commentor is referred to Section 4.9 "Biological Resources" which fully discloses the project's impacts to vernal pools. The commentor does not address the adequacy of the environmental document and no further response is required.

Commentor H **Rod Ries**

Comment H-1: *The Commentor analogized the loss of California's vernal pools with an illustration using a one-dollar bill.*

Response H-1: The comment did not address the environmental impacts of the proposed project or the analysis in the Draft EIR; therefore, no additional response is necessary.

Comment K-1: The Commentor claims the Response to Comments in the Final EIR for the project failed to completely address the Commentor's previous comments that were submitted on the Draft EIR (i.e., that Section 4.3 of the EIR should contain a discussion of the potential human health implications from arsenic in soils at the project location and not concentrate only on the two orchards that are north of Douglas Road. Commentor also claims that the soils on the proposed project site have naturally occurring concentrations of arsenic in the soils that are several orders of magnitude greater than the unacceptable risk level for a residential exposure scenario.

Response K-1: The responses to the Commentor's previous comments on the Draft EIR were based on evaluation and recommendations included in the certified SDCP/SRSP EIR, incorporated by reference into the Draft EIR. The Commentor states that the soil characteristics on the proposed project site have naturally occurring concentrations of arsenic in the soils that are several orders of magnitude greater than the unacceptable risk level for a residential exposure scenario. However, the Commentor does not provide evidence to substantiate the claim that the arsenic levels exceed maximum PRG concentration levels. (CEQA contemplates that such evidence supporting comments should be provided. (CEQA Guidelines Section 15204.) Commentor is referred to the additional responses provided below that further address its comments.

Comment K-2: The Commentor states that the FEIR should address whether or not it is acceptable to place residences on soils with such elevated concentrations of arsenic without mitigating the potential adverse health affects. Commentor also recommends an evaluation addressing potential impacts on construction workers to identify the safety precautions needed to deal with the potential arsenic concentrations.

Response K-2: According to the Soil Survey of Sacramento County, which is produced by the United States Department of Agriculture, none of the soil groups on the project site are prone to contain or are associated with naturally occurring arsenic or high arsenic concentrations. Xerothents are associated with the Red Bluff-Redding Complex soil group but only in the case of mine tailings, which are not present on the project site. Additionally, these soil groups are generally used for rangeland (hay or pasture) or dry land farming activities and are not associated with persistent pesticide applications. However, the City agrees with the Commentor's recommendation for soil sampling and further evaluation of potential adverse health effects associated with the soils on the project site. The following mitigation measure **MM 4.3.6c** has been added to page 4.3-20 of the Draft EIR. Mitigation measure **MM 4.3.6c**, would require soil sampling and implementation of performance based remediation standards to ensure that the soils are suitable for residential development and any potential adverse health effects are eliminated or reduced to the greatest extent feasible.

MM 4.3.6c The applicant shall perform soil tests on the project site to determine the presence and/or levels of arsenic or other adverse soil contents that have the potential to affect human safety. The on-site soils must meet the existing California-modified Preliminary Remediation Goal (PRG) regulatory standards for soils for residential

uses (e.g.,0.062 mg/kg for arsenic) for an assumed residential exposure (the concentration below which there is estimated to be no unacceptable adverse effects).

Timing/Implementation:	*Prior to any grading, excavation or other site preparation activities.*
Monitoring/Enforcement:	*City of Rancho Cordova Planning Department/CRWQCB Central Valley Division.*

Comment K-3: The Commentor has recommended that the City approve the Conceptual Level Strategy that was developed by the United States Environmental Protection Agency, the United States Fish and Wildlife Service, and the United States Army Corps of Engineers. Additionally the Commentor states that there is no written discussion in the Draft EIR as to why the Conceptual Level Strategy should not be implemented.

Response K-3: As the Commentor notes, the Draft EIR discloses that the project is not consistent with the Conceptual Level Strategy (see Draft EIR Impact 4.9.8, "Conflict with Adopted Habitat Conservation Plan and Natural Community Conservation Plan", page 4.9-39). As Commentor acknowledges, and as was discussed in the Draft EIR, to the best of the City's knowledge, the Conceptual Level Strategy has no official legal or regulatory bearing on the project.

The City is not required to comply with or only approve projects that are consistent with the Conceptual Level Strategy, as it does not represent a formalized agreement, was not signed by any agency with permitting authority, and was not adopted by the City of Rancho Cordova. Rather, the City understands that that Conceptual Level Strategy is intended as a planning tool for regulatory agencies and potential applicants. The Draft EIR discloses the project's inconsistency with the Conceptual Level Strategy in Impact 4.9.8. In addition, one of the alternatives to the project was formulated to be consistent with the Conceptual Level Strategy. (See Draft EIR Section 6.0 "Alternatives" (Alternative 3). The Commentor's concerns and recommendations associated with the approving the Conceptual Level Strategy are important to the City and will be forwarded to the Rancho Cordova City Council for further consideration, prior to project action or approval.

ECOS
ENVIRONMENTAL
COUNCIL
OF SACRAMENTO

909 12th Street, Suite 100 • Sacramento, CA • 95814 • (916) 420-4829

July 17, 2006

Mayor and City Council
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

RE: Policy Discussion on the Funding and Timing of Construction of Major Transportation Improvements

Mayor and Council Members:

After reviewing the July 5, 2006 staff memorandum concerning the funding and timing of transportation improvements related to the Preserve, the Environmental Council of Sacramento (ECOS) **urges the City of Rancho Cordova ("City") to include conditions tying the completion of transportation improvements to the construction of houses in its agreement with the developers of the Preserve.** Consequently, ECOS advocates adoption of "Option 1" as described in the staff memorandum.

By its own projections, the City of Rancho Cordova will undergo explosive growth in the coming decades. Tens of thousands of residents and thousands of workers will rely on the City for adequate, equitable, and sustainable transportation options, and the City needs a reliable source of funding to begin accommodating its growing population. Improvement of transportation infrastructure must coincide with the development of the homes and offices that induce transportation demand.

ECOS understands the City's desire to reduce the shortfall in the Capital Improvement Program. But a shortage of capital should not be the only concern that motivates the City's action. As the City contemplates the construction of thousands of new homes, Rancho Cordova needs to know that developers will complete the transportation improvements to serve new residents in a timely fashion. Allowing a large development to defer its obligation to expand the transportation infrastructure would be a terrible precedent for a young and growing city.

In addition, ECOS is concerned that the City is contemplating a shift away from traditional development policy in Sacramento County without adequate public discussion of the issue. The action being considered by the Council has major implications for the rate and quality of growth in Rancho Cordova, and such a major decision warrants more public debate than has occurred to date.

ECOS looks forward to further discussions with City leaders and City staff concerning the development of an equitable and sustainable transportation system in Rancho Cordova.

Very truly yours,

E. W. Davis

Eric W. Davis
Co-Vice President for Transportation and Air Quality
Environmental Council of Sacramento

Advocates for quality and balance of urban, rural and natural environments

MEMORANDUM

DATE: July 17, 2006

TO: Honorable Mayor and Council Members

FROM: Adam Lindgren, Assistant City Attorney

SUBJECT: **AN URGENCY ORDINANCE AMENDING TITLE 6 OF THE RANCHO CORDOVA MUNICIPAL CODE, ADDING CHAPTER 6.130 AND SECTIONS 6.130.010 TO 6.130.069, RELATING TO THE PROTECTION OF CHILDREN FROM SEXUAL OFFENDERS**

4/5 vote

RECOMMENDATION

Adopt Urgency Ordinance No. 47-2006 of the City of Rancho Cordova relating to the protection of children from sexual offenders.

RESULT OF RECOMMENDED ACTION

Adoption of this Urgency Ordinance will protect children from contact and potential sexual assault by registered sex offenders.

SUMMARY

Recently the County of Sacramento, the City of Elk Grove, and the City of Folsom have adopted ordinances that prohibit registered sex offenders from being near places frequented by children. Unless the City of Rancho Cordova takes immediate action to adopt a similar ordinance, registered sex offenders who are otherwise prohibited from visiting these places in their respective neighborhoods, may decide to go to places frequented by children in Rancho Cordova. Adoption of this Urgency Ordinance will protect children from contact and potential sexual assault by registered sex offenders. This is an urgency ordinance within the meaning of Section 36934 of the Government Code and an ordinance for the immediate preservation of the public peace, health and safety within the meaning of Section 36937(b) of the Government Code, which shall be passed immediately upon introduction, and shall take effect immediately.

Under the proposed ordinance, a sex offender would be prohibited from being on or within three hundred (300) feet of the grounds of public or private schools for children, centers or facilities that provide day care or children's services, video arcades, teen centers, public and private playgrounds and play facilities, parks, youth sports facilities, skate parks, public swimming pools and bus stops in the immediate vicinity of parks and schools. For purposes of the proposed ordinance, distances would be measured from the edge of the parcel or contiguous parcels where the identified use is located.

AGENDA ITEM # 23

BACKGROUND

The Eighth Circuit Court of Appeal, in *Doe v. Miller* noted that "...there is no cure for sex offenders and that there are never any guarantees that they might not reoffend." (405 F.3d 700, 707, (8th Circuit 2005), *cert, denied* 2005 WL 3144173 (internal quotes omitted).)

The City of Rancho Cordova has a compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by ensuring that areas surrounding locations where children regularly gather are not frequented by certain sexual offenders and sexual predators. The City may, consistent with its police powers, adopt local ordinances designed to protect the health, safety, morals, and general welfare of its residents. The proposed ordinance is consistent with this goal.

Existing California law provides an extensive scheme for regulating the placement of juvenile and adult sex offenders upon their release from jail. The State is updating a procedure for placement of registered sex offenders and violent sexual predators. However, this information was not available for this staff report.

California Penal Code, Section 3003, provides that an inmate who is released on parole shall be returned to the county of the last legal place of residence of the inmate prior to his or her incarceration, absent extraordinary circumstances. Penal Code Section 3003(g)(2) further provides that an inmate who is released on parole for the commission of lewd or lascivious acts or continuous sexual abuse of a child shall not be placed nor reside for the duration of the period of parole within one-half mile of a private or public school for kindergarteners through eighth graders.

State law regulates certain residential placements of such offenders and preempts local jurisdictions from placing limits upon the residences of these offenders. Despite such provisions and other related residential regulations, state law lacks specific regulations that would prohibit sex offenders from frequenting locations that are primarily used by or designed for use by children. These would include public or private schools for children, centers or facilities that provide day care or children's services, video arcades, teen centers, public and private playgrounds and play facilities, parks, youth sports facilities, skate parks, public swimming pools and bus stops in the immediate vicinity of parks and schools. The existing law also does not regulate such offenders after the terms of their parole, conditional release or juvenile placements or terms end.

The City of Rancho Cordova may therefore place restrictions on sex offenders as to their frequenting certain facilities designed primarily for children. This is not intended to conflict with existing state law. Rather, in harmony with state law, this ordinance provides additional protections to the public by expanding the prohibitions of sexual offenders. The purpose of this ordinance is to protect the children in our community by reducing the potential that sex offenders will come into contact with them.

ANALYSIS

There are statutes that address where certain sexual offenders may reside in proximity to schools. However, these laws do not address whether a sexual offender may go to places frequented by children. The following are several provisions addressing residency and sexual offenders.

"right to travel" is preserved.

California Welfare and Institutions Code, Section 6600 et seq., the Sexually Violent Predators Act, provides a comprehensive and coordinated system of placements after incarceration for adults and juveniles adjudicated to be sexually violent predators. The Act generally requires at least a two-year commitment after release from incarceration to the State Department of Mental Health for treatment in a secure facility. Welfare and Institutions Code Section 6608 allows a sexually violent predator to petition for a conditional release to community outpatient treatment.

Welfare and Institutions Code Section 6608.5 requires a person who is conditionally released to be returned to the county of the last legal place of residence of the person prior to his or her incarceration, absent extraordinary circumstances. Further, Penal Code Section 3003(g)(2) declares that under certain circumstances, a person released under this section shall not be placed to reside within one quarter mile of any public or private school providing instruction in kindergarten or any grades 1 to 12.

Megan's Law is a Federal law passed in 1996 in response to the rape and murder of Megan Kanka of New Jersey. Federal law encouraged individual states to make information on sexual offenders available to residents. Megan's Law lead the California Legislature to adopt California Penal Code, Section 290 requires that individuals convicted of specific sexual offenses must register with the law enforcement agency having jurisdiction over their residence.

California's Megan's Law, signed in 1996, required the California Department of Justice to maintain a data base accessible to the general public on all "high risk" and "serious" sexual offenders. Law enforcement agencies serving populations of 200,000 or more are required to make this information available to the public. The release of information is optional for smaller departments.

how long is a person req'd to register?

The sole purpose for the disclosure of the information is so that people can protect themselves and their families from convicted sexual offenders. Megan's Law also allows for a more active release of information by law enforcement in certain circumstances.

To comply with Penal Code Section 290, sexual offenders must register with the law enforcement agency in which they live within five days of establishing residence in that jurisdiction. The offenders must also do an annual updated registration or, if they are transients, must register every sixty days. Sexual offenders who have been convicted of a felony and fail to register can be charged with a felony. Strict conditions governing accessibility to children may be placed on offenders during their probation or parole terms.

length of time is set @ time of release.

Generally, if the sexual offender is no longer on probation or parole, law enforcement has no legal authority to dictate where an offender can live, work, volunteer, or frequent, etc. For example, state law does not grant the police legal authority to tell an offender who is no longer under any probation or parole restrictions that he or she can't live next to an elementary school or a day care center or frequent areas where children normally congregate.

Adam not sure how long reg. is req'd.

California courts have not yet considered the constitutionality of Distance legislation and such legislation is not without its detractors. Some experts argue that placing restrictions on a sex offender's proximity to children will reduce the temptation to

reoffend. This argument has a common sense appeal. However, other experts contend that such restrictions may just serve to move the sex offender away from family and other support that helps the sex offender avoid reoffending. By isolating the sex offender from his or her support network, the argument goes, the possibility that the sex offender will reoffend is increased.

The proposed ordinance language was drafted with the right to travel concerns in mind and was narrowly tailored to achieve the legitimate purpose of protecting the children of our community. It does not restrict large areas or the right to travel, per se, but imposes site specific restrictions. The purpose of this ordinance is to harmonize with state law and reduce the potential risk of harm to children of our community by impacting the ability for sex offenders to be in contact with unsuspecting children.

MOTION

"I move that the City Council adopt Urgency Ordinance No. 47-2006 amending Title 6 of the Rancho Cordova Municipal Code, adding Chapter 6.130 and Sections 6.130.010 to 6.130.069, relating to the protection of children from sexual offenders."

ATTACHMENT

Urgency Ordinance No. 47-2006 Amending Title 6 of the Rancho Cordova Municipal Code, Adding Chapter 6.130 and Sections 6.130.010 to 6.130.069, Relating to the Protection of Children From Sexual Offenders

Larry Ladd

CITY OF RANCHO CORDOVA

ORDINANCE NO. 47-2006

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF RANCHO CORDOVA AMENDING TITLE 6 OF THE RANCHO CORDOVA MUNICIPAL CODE, ADDING CHAPTER 6.130 AND SECTIONS 6.130.010 TO 6.130.069, RELATING TO THE PROTECTION OF CHILDREN FROM SEXUAL OFFENDERS

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

Section 1. Chapter 6.130 and Sections 6.130.010 through 6.130.069 are hereby added to Title 6 of the Rancho Cordova Municipal Code to read as follows:

"6.130. Protection of Children from Sexual Offenders

6.130.010 Purpose and Authority.

The City Council of the City of Rancho Cordova desires to impose safety precautions in furtherance of the compelling goal of protecting children from contact and potential sexual assault by registered sex offenders. This is an urgency ordinance within the meaning of Section 36934 of the Government Code and an ordinance for the immediate preservation of the public peace, health and safety within the meaning of Section 36937(b) of the Government Code, which shall be passed immediately upon introduction, and shall take effect immediately.

6.130.020 Findings.

The City Council finds as follows:

a. Sex offenders pose a clear threat to the children residing or visiting in the community. Further, the City Council finds that there is no cure for sex offenders; there are no guarantees that they will not re-offend, and convicted sex offenders are more likely than any other type of offender to re-offend for another sexual assault.

b. It is anticipated that Rancho Cordova will be imminently chosen as a location for the placement of numerous sexual offenders on their release from incarceration, and without an ordinance such as this, children in Rancho Cordova may unnecessarily be put at increased risk.

c. In order to reduce the potential risk of harm to children in Rancho Cordova, there is a need to limit the opportunity for sex offenders to be in contact with unsuspecting children in locations that are primarily designed for use by, or are primarily used by children, namely: the grounds of public or private schools for children, centers or facilities that provide day care or children's services, video arcades, teen centers, public

and private playgrounds and play facilities, parks, youth sports facilities, skate parks and public swimming pools.

d. Currently, state law does not address the areas that sex offenders can frequent. Instead, state law only regulates where sex offenders can reside in relation to a limited number of specified areas. This ordinance is not intended to conflict with, but to supplement, state law by imposing restrictions on the locations which sex offenders may frequent in Rancho Cordova in order to ensure the safety of children.

e. For these reasons, the City Council of Rancho Cordova finds that a public emergency exists that affects the life, health and public welfare of children, resident in, and visitors to, the Rancho Cordova and that for the immediate preservation of the public peace, health, and safety an urgency exists to required the immediate adoption of this ordinance and that this ordinance should take effect immediately.

6.130.030 Definitions.

a. "Children" means those persons who are under the age of eighteen (18).

b. "Sex offender" means a person who has been required to register with a governmental entity as a sex offender under California Penal Code section 290.

6.130.040 Prohibition.

a. A sex offender is prohibited from being on or within three hundred (300) feet of the grounds of public or private schools for children, centers or facilities that provide day care or children's services, video arcades, teen centers, public and private playgrounds and play facilities, parks, youth sports facilities, skate parks, public swimming pools and bus stops in the immediate vicinity of parks and schools. For purposes of this section, distances shall be measured from the edge of the parcel or contiguous parcels where the identified use is located.

b. This prohibition does not apply to a sex offender's place of residence if regulated by state law. This prohibition does not apply to single trips by the sex offender when traveling past a location specified in this ordinance while in route to another destination. This prohibition does not apply to single trips when a sex offender who is also a parent or guardian of a child accompanies his/her child or ward to or from a location specified above.

6.130.050 Violation.

Any person violating this ordinance is guilty of a misdemeanor punishable by a fine up to One Thousand Dollars ($1,000.00) or by imprisonment for up to one (1) year, or both. A person is guilty of a separate offense for each and every day during which a violation occurs.

6.130.060 No Mandatory Duty of Care.

This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City of Rancho Cordova or any officer or employee thereof a mandatory duty to care toward persons and property within or without the City, so as to provided a basis of civil liability for damages, except as otherwise imposed by law."

Section 2. Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 3. Effective Immediately.

The City Council of the City of Rancho Cordova desires to impose safety precautions in furtherance of the compelling goal of protecting children from sexual assault or other harm by sexual offenders. This ordinance is therefore necessary for the immediate preservation of the public peace, health and safety and shall take effect immediately pursuant to Government Code Section 36937(b). The City Clerk of the City of Rancho Cordova shall cause this Ordinance to be posted in at least three (3) public places in the City of Rancho Cordova in accordance with Government Code Section 36933 of the State of California.

ADOPTED, THIS 17th day of July, 2006, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **STRATEGIES AND OPTIONS TO IMPROVE THE PERFORMANCE OF THE RESIDENTIAL BULKY ITEM CLEAMUP PROGRAM**

RECOMMENDATION

Receive and comment on this staff report and presentation regarding options and strategies to improve the performance and efficiency of the residential Bulky Item Cleanup Program.

BACKGROUND AND SUMMARY

The residential Bulky Item Cleanup Program is designed to provide collection service for large, "bulky" waste items that cannot be collected in a residential garbage cart. Typical bulky items include discarded furniture, appliances, tires, electronic waste (computers and monitors), and large tree limbs.

Prior to incorporation, the Bulky Item Cleanup Program was operated by the Sacramento County Department of Waste Management and Recycling. Under the County's "scheduled" program, residents received a post-card approximately one week prior to the collection date, and County crews serviced several hundred households per day in one neighborhood. The County program was offered to Rancho Cordova households one time per year.

Upon incorporation, the City administered a competitive proposal process for residential solid waste collection and recycling services. During the drafting and negotiation of the new contract, the City elected to implement an "on-call" Bulky Item Cleanup Program. The "on-call" program allows each resident to request service up to three (3) times per year, and requires Allied to provide collection service within 48 hours of a service request. The "on-call" program was designed to provide maximum convenience and customer service, and to minimize illegal dumping. For a variety of reasons, the "on-call" program has experienced operational problems and issues, and numerous residents have registered complaints with Allied Waste and City staff and Council members.

On June 27, 2006, staff called an emergency meeting with Allied Waste representatives to discuss an immediate City-wide cleanup effort prior to the July 4th weekend. During the three day period from June 28 through June 30, Allied deployed six to eight additional crews and collected approximately 620 piles on City streets. In addition, on June 29, Public Works staff surveyed City streets and identified 104 "unscheduled" piles that were subsequently collected by Allied.

AGENDA ITEM #24

The primary objectives of this staff report include the following:

1) For Council to review and comment on the proposed plan prepared in conjunction with City staff and Allied Waste to improve the existing "on-call" program (Section II below), and

2) To consider alternatives to the existing "on-call" program for implementation (Section III below).

ISSUES AND DISCUSSION

Staff has worked closely with Allied since the "on-call" program started in February 2005, and have spoken with numerous residents and toured City streets to monitor the program. Based upon these experiences, staff have compiled the following findings and observations regarding the program.

I. Findings and Observations

a. "Unscheduled" Piles of Bulky Item Debris: One of the primary factors contributing to the poor performance of the on-call bulky item cleanup program is that some residents remain unaware that the program has changed from the previous "scheduled" program operated by the County, and that the new "on-call" program requires a telephone call to Allied to request service. Some residents are placing bulky-item debris on the curb for collection after observing the pile of a neighbor who has correctly scheduled a cleanup. Allied has indicated that the unscheduled cleanups create significant additional work and contribute to its crews falling behind schedule and missing the two day service requirement.

b. Excessive Size of Bulky Item Piles: As stated above, each household in Rancho Cordova may request bulky-item cleanup service up to three (3) times per year, and may place a maximum of ten (10) cubic yards of debris out for collection per collection event. Many residents are placing bulky-item debris piles at the curb in excess of the 10 cubic-yard limit. The cleanup of the large piles creates delays for the collection crews.

c. Spring Increase in Service Requests: The Sacramento County region received heavy rainfall during the spring of 2006, during which time Allied received relatively few requests for bulky item cleanup service. According to Allied there was a dramatic increase in service requests when warm weather arrived in May 2006. Figures A1 and A2 in Exhibit A show monthly bulky item debris tonnages from January through mid-June 2006.

d. Response Time for Unscheduled Piles: A significant number of "unscheduled" bulky item piles typically remain unreported either to the Allied Customer Service Department or the City for several days or more. The result is that some bulky item debris piles remain on the curb for an extended period of time before Allied is notified of their location. This issue has resulted in numerous complaints to Allied Waste and City Hall.

e. Early Set-Outs of Bulky Item Debris Piles: According to Allied, some residents schedule bulky item collection several weeks in advance and place materials on

the curb soon after scheduling the appointment. This also results in bulky-item piles on the street for an extended period of time.

f. Year-Round Piles: Several residents have indicated to City staff that one of the primary disadvantages of the "on-call" program is that bulky-item debris piles are present throughout the City on an on-going basis.

g. Positive Feedback: Finally, it is important to note that City staff and Allied have also received positive feedback regarding the "on-call" bulky item cleanup program. Some residents have stated that the program is convenient and provides a high level of customer service.

II. Strategies to Improve the Performance of the Existing "On-Call" Bulky Item Cleanup Program

a. Allied to Increase Equipment and Staff Resources: On July 5, 2006, Public Works Department staff met with Allied to discuss immediate steps to improve program performance. At the meeting, City staff indicated to Allied that the use of one collection crew was not sufficient to comply with the two-day service requirement, especially during the peak spring and summer months. Allied agreed with the City's position and pledged to assign additional staff and equipment resources to the program, and staff intend to monitor the staff and equipment levels used by Allied in the program.

b. Immediate Code Enforcement Activities: On July 6, 2006, Public Works Department staff met with Code Enforcement staff to discuss immediate steps to reduce the level of "unscheduled" and excessively large bulky-item debris piles. Starting July 10, 2006, Allied will send an address list to City Hall on a daily basis with the "scheduled" bulky-item debris piles in the Allied customer service system. City Code Enforcement staff will assist Public Works staff in patrolling the City streets to identify "unscheduled" and excessively large piles. City Staff will place a warning notice on "illegal" piles that instructs the resident to either phone Allied within 24 hours to schedule a cleanup, or to immediately remove the pile from the street. The draft warning notices and a process map are included in Exhibit B.

c. Ordinance to Establish Penalties for Non-Compliance: The Public Works Department has requested the City Attorney to research the current City Ordinance and make a determination if amendments are required to allow the City to levy penalties for non-compliance. For example, the City of Sacramento levies a fine of $45 if bulky item debris is placed at the curb more than 24 hours before the scheduled collection, and a $90 *minimum* fine if the volume of debris exceeds the specified limit. Staff will report back shortly on the required ordinance revisions.

d. Customer Survey: Staff is in the process of developing a customer survey in an effort to gain feedback from residents in the program. The survey will be administered via telephone by Allied customer service staff, and the results will be reported to the City Council in the near future. The draft survey instrument is included in Exhibit C.

illegal dumping is still a factor!

also mtg w/ Community Prosecutor.

e. Canvass Problem Areas: According to Allied, specific neighborhoods within the City experience a higher-than-average frequency of problems with regards to the program. Allied has agreed to develop a door-hanger with specific information about the program and canvass identified problem areas.

f. Targeted Newspaper Article: The City's Public Information Officer will coordinate with the Grapevine Independent and/or the Sacramento Bee Neighbors Section to develop a targeted article regarding the program.

g. Revised Sorry-Tag: Upon implementation of the "on-call" program in February 2005, Allied developed a "sorry-tag" to be placed at households that do not follow the program guidelines. However, based upon the experience to-date, staff are in the process of reviewing the sorry-tag. Also, City Code Enforcement staff use a sorry-tag that will also be reviewed shortly for effectiveness and accuracy.

h. Targeted Public Education Campaign: Under this option, the Public Works Department, the City Public Information Officer and Allied Waste will work together to develop and implement additional public education and outreach materials. According to Allied, all future public education and outreach materials must include two primary messages, including: 1) call Allied first before placing any bulky-item debris on the curb (*"dial before you pile"* campaign), and 2) the maximum amount of bulky-item debris allowed in the program is ten (10) yards, and residents will be fined for excess material.

i. "Thank You" Letter: The City will send a letter to all residents that correctly called Allied in advance to schedule a bulky-item cleanup during June 2006 but didn't receive service on their scheduled cleanup date. The objective of the letter is to thank the residents for "playing by the rules" and to reinforce the City's priorities of clean streets and responsive and efficient services.

III. Alternatives to the Existing "On-Call" Bulky Item Cleanup Program

The City Council has the discretion to direct staff to implement an amended Bulky Item Cleanup Program. The purpose of this section is to provide a discussion of potential program alternatives.

a. "Scheduled" Program: Under this option, the program would revert to the system operated previously by the County. Specifically, residents would receive a post-card one to two weeks prior to collection. Allied would offer the service to each household in the City three times per year, and service approximately 200 households per day in one neighborhood.

Pros: eliminate the problem of "unscheduled" piles, easier for Allied to allocate staff and equipment resources, no piles in neighborhoods after cleanup is complete.

Cons: may increase illegal dumping, increased debris scavenging during cleanup, significant visual and traffic impacts during cleanup, confusing to customers to change program, reduced customer convenience.

b. "Hybrid" Program: This option would include a combination of the "on-call" program and the "scheduled" program. Allied would offer the "scheduled"

program to each household in the City once per year, and would allow each resident in the City to request service (on-call) once per year.

Pros: would provide residents with two program options, would service each household at least once per year with a "scheduled" cleanup.

Cons: confusing message to residents to have two program options operating concurrently.

c. Debris Boxes Placed in Targeted Neighborhoods For Disposal Needs: At the June 5, 2006 Council meeting, several Council members expressed interest in placing debris boxes in specific neighborhoods for use by residents.

Pros: would provide a convenient disposal alternative for some residents.

Cons: may be difficult to identify a safe and convenient location, significant safety issues regarding potential disposal of hazardous materials, difficult to limit use to City residents, may create traffic, noise and odor impacts, difficult for many residents to safely deposit materials in a debris box due to height, may result in scavenging and illegal dumping if box is full, will require some residents to haul materials in their own vehicles to the box, may create a nuisance to adjoining businesses and residents.

d. Voucher System: Under this option, Allied would mail "vouchers" to every household in the City allowing the resident to take bulky-item debris to the Allied Transfer Station at no charge. The resident would be required to "self-haul" their bulky items to the Allied Transfer Station, or hire a third-party hauler to deliver their bulky items to the Allied Transfer Station.

Pros: would eliminate curbside collection of bulky-items in the City, may result in a rate decrease from Allied.

Cons: would eliminate a convenient disposal option for City residents, may result in increased illegal dumping, may anger residents who are accustomed to bulky-item cleanup program.

e. Eliminate Bulky-Item Cleanup Program: Under this option the bulky-item cleanup program would be eliminated, and residents would be responsible for the hauling and disposal of bulky-items. Many jurisdictions in the State do not have a bulky waste program.

Pros: would eliminate curbside collection of bulky-items in the City, may result in a rate decrease from Allied.

Cons: would eliminate a convenient disposal option for City residents, may result in increased illegal dumping, may anger residents who are accustomed to bulky-item cleanup program.

IV. Conclusion/Recommendation

Staff is prepared to act immediately upon direction from Council. Staff recommends that sufficient time to implement the proposed improvements to the existing scheduled "On-Call" Bulky Item Cleanup Program be allowed before considering alternatives to the existing program and that the program be re-evaluated at a future date.

Exhibits

Exhibit A: Rancho Cordova Bulky Item Program Statistics

Exhibit B: Warning Notices Used by City Staff Starting July 10, 2006

Exhibit C: Draft Telephone Survey Regarding the Bulky Item Cleanup Program

in CH - the City is sectioned into zones - different languages req'd - post signs? need door signs.

can't just handout fines because we can't keep up with the task.

Maureen Nelson 1986 res.
came 6/5 - not over the hump - go back to old system.

Walt Myers
on 6/30 all gone - on 7/1 all 4 piles were back again - construction debris - last Thursday Code Enforcement said they could it deal with it - likes the program - abuse has to stop

Larry Ladd
fine after a certain point!

Co. rade Meyer
not way to beautify the town - piles attract scavengers who may be crooks.
- specific x per year would be cumulative & better.

Exhibit A

Bulky Item Cleanup Program Statistics

January through June 14, 2006

3 problems

① resources immediately regardless of education ②

③ spike during summer

★ ③ enforcement

last 2 wks – changed Code Enforcement

- magnet in newsletter
- fine renters vs owners? owner business license

Figure A1

Total Monthly Bulky Item Program Tonnage
January to June 14, 2006

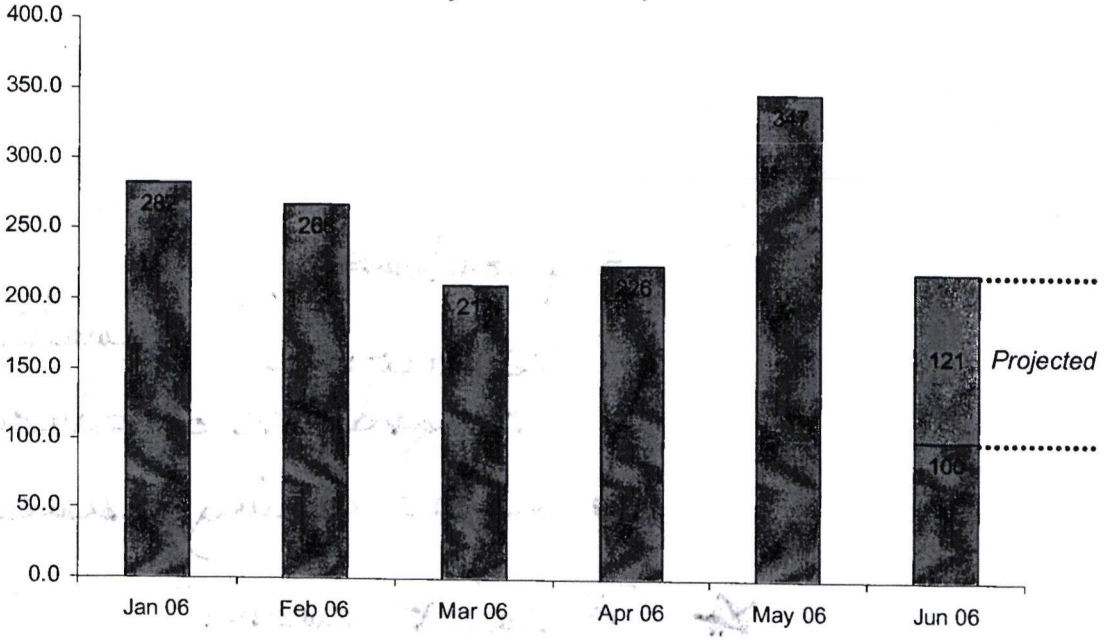


Figure A2

Average Daily Bulky Item Program Tonnage
January to June 14, 2006

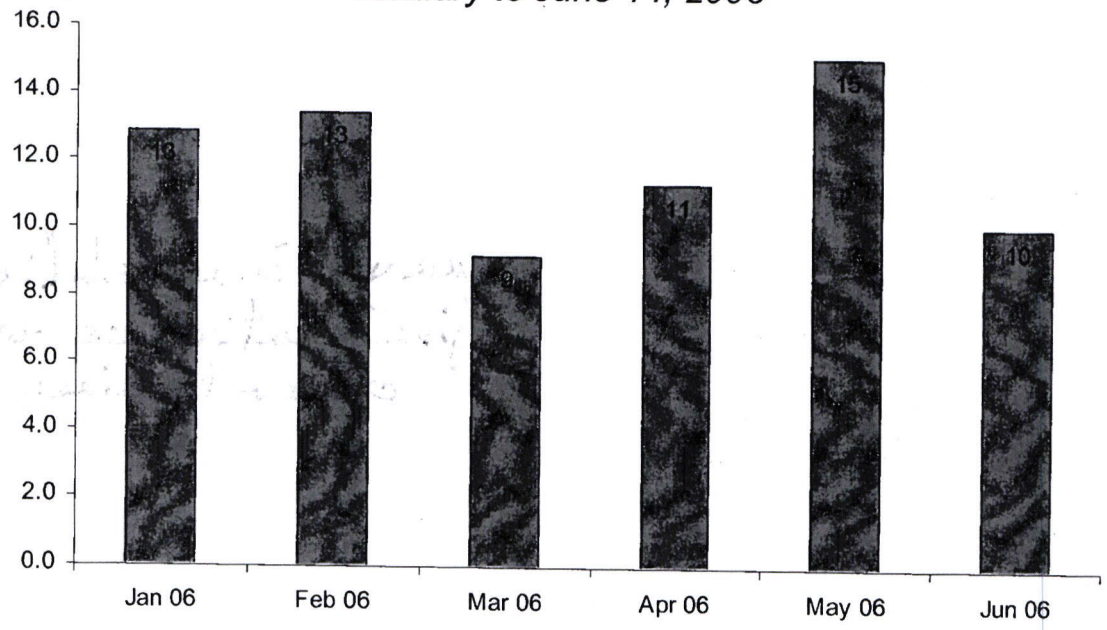
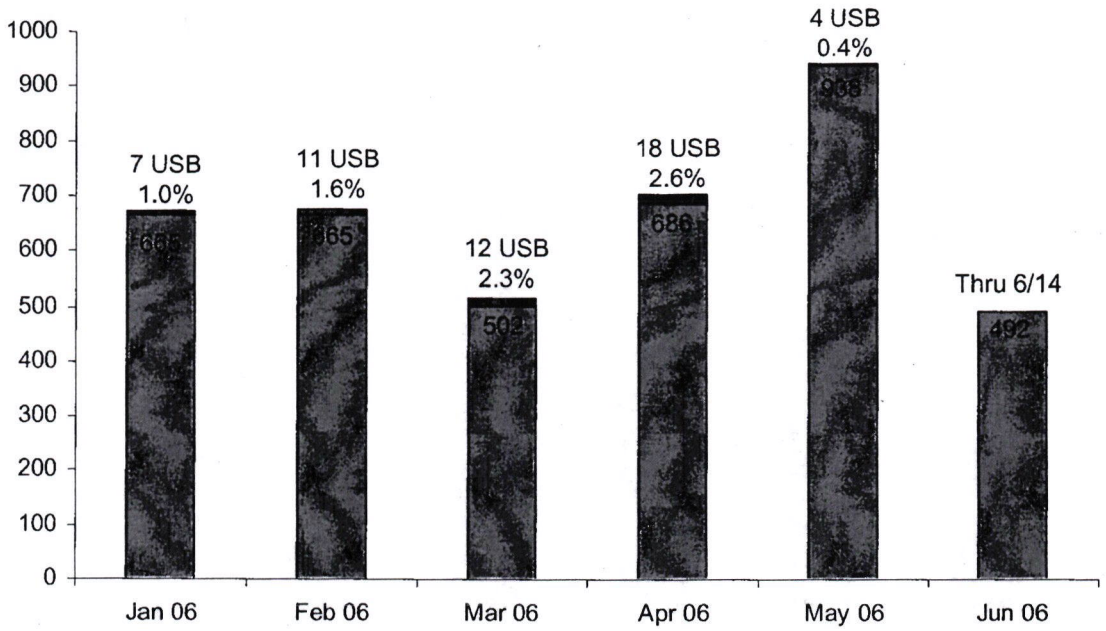


Figure A3

Total Monthly Scheduled vs Unscheduled Bulky Item Cleanups
January to June 14, 2006



USB = Unscheduled Bulky Cleanup

Figure A4

Average Daily Bulky Item Cleanups
January to June 14, 2006

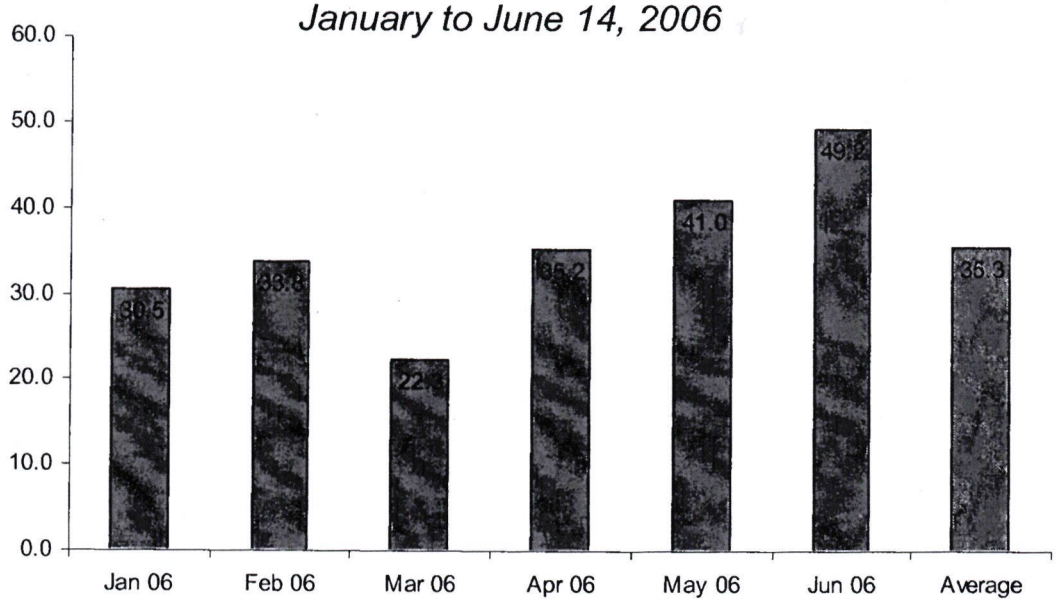


Figure A5

Average Daily Unscheduled Bulky Item Cleanups
January to May, 2006

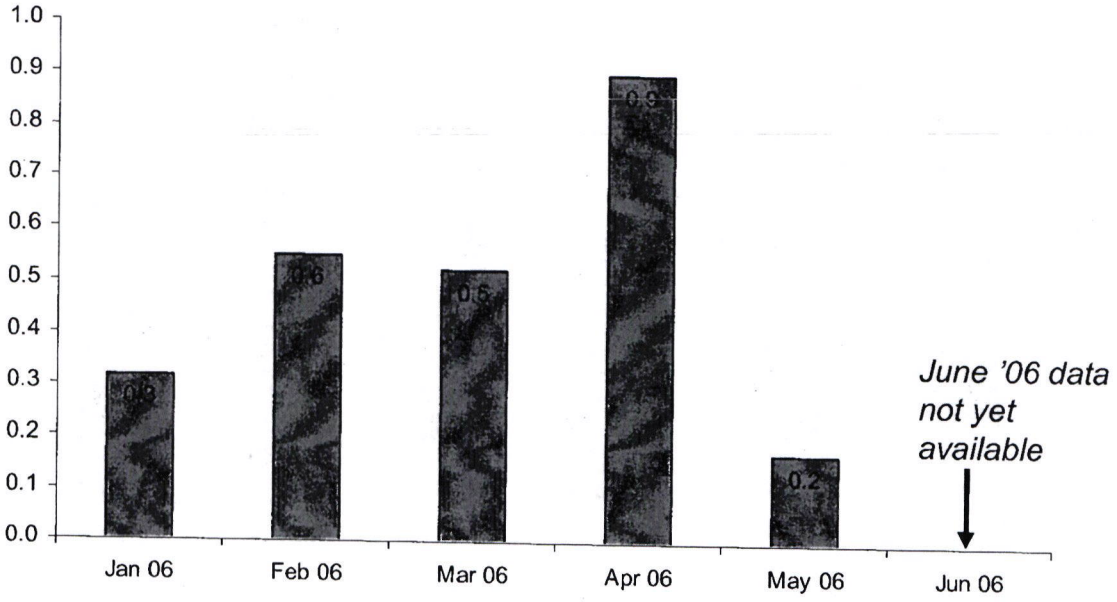


Exhibit B

Warning Notices Used by Code Enforcement Staff

Starting July 10, 2006

WARNING !

This is an **Unscheduled** Pile!

Our records show that you **did not** contact Allied Waste Services to schedule a pick up of this bulky debris pile **before** putting it in the street.

Within 24 hours, you **must** either:

1) Call Allied Waste Services at (916) 638 – 9000 to schedule a cleanup; or

2) Remove the pile from the street.

If action is not taken within 24 hours, the City will arrange to remove the debris and the property owner and/or the occupant may be responsible for the removal and disposal costs.

Remember, you must call Allied to schedule an appointment **before** placing bulky items in the street for collection!

CITY OF RANCHO CORDOVA
CALIFORNIA
Incorporated 2003

WARNING !

Your pile is too big and/or contains items not allowed for curbside bulky waste removal!

Piles are limited to 10 cubic yards (10' x 7' x 4')

Unacceptable items include:

• Automobiles or auto parts • Boats or boat parts • Backyard Spas • Batteries of any kind • Large Tree Stumps • Medical Waste	• Construction Materials such as concrete, dirt, rocks, brick, sheetrock and roofing material • Hazardous waste such as paint, pesticides and cleaning products.

Within 24 hours, you **must** either:

1) Reduce your pile to the appropriate size and/or
2) Remove the unacceptable items.

If action is not taken within 24 hours, the City will arrange to remove the debris and the property owner and/or the occupant may be responsible for the removal and disposal costs.

For questions on disposal of items not acceptable for a bulky pick up, contact Allied Waste at (916) 638-9000

City of Rancho Cordova

Proposed Allied / City Process Map

Bulky Item Cleanup Program

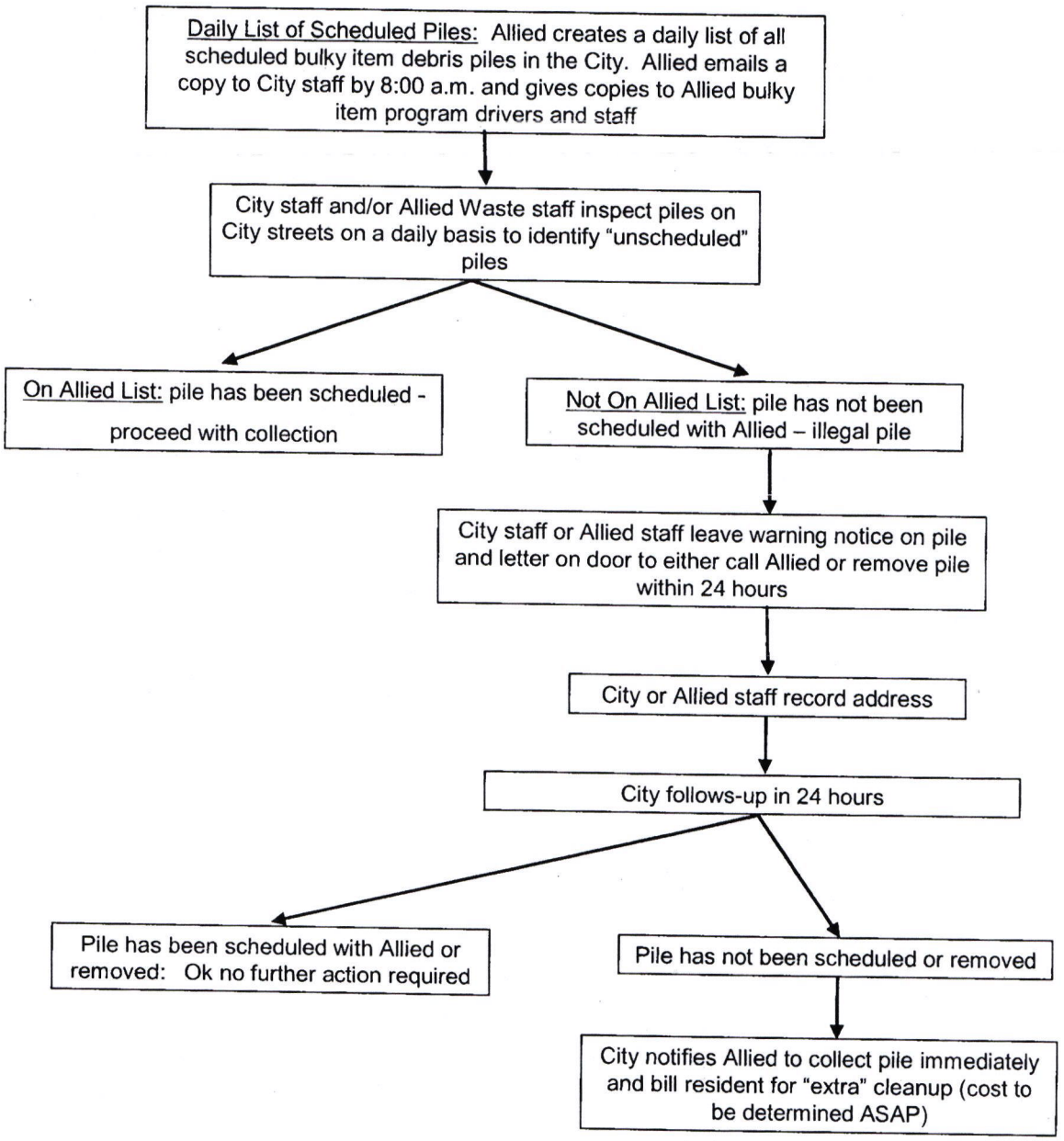


Exhibit C

Draft Telephone Survey

Regarding the Bulky Item Cleanup Program

City of Rancho Cordova

Draft Customer Survey Questionnaire

"On-Call" Bulky Item Program

Introduction: "I am calling from the City of Rancho Cordova to conduct a brief survey about the City's garbage collection programs. This survey will only take about 5 minutes. Do you wish to participate?" *If yes, proceed to next paragraph. If no, thank resident for their time and end call.*

"Early last year, the City of Rancho Cordova and Allied Waste implemented an "on-call" bulky item cleanup program. Bulky items include things that will not fit into your garbage cart like furniture, appliances and large branches.

In the new "on-call" program, residents are supposed to call Allied to request bulky-item cleanup service, and Allied is supposed to collect the bulky items within 48 hours. Each household may request service up to three (3) times per year."

"The purpose of this survey is to get your feedback on the program."

1. *Before this call, were you aware of the new "on-call" bulky item cleanup program in Rancho Cordova?*

Yes: _____

No: _____

2. *If yes, have you called Allied Waste to request on-call bulky item collection service?*

Yes: _____

No: _____

3. *If yes, did Allied collect your bulky items within 48 hours of your call for service?*

Yes: _____

No: _____

4. *If no, approximately how many days passed between your request and the collection of your bulky items:*

_____ days

5. *Have you seen the following public education materials about the bulky item cleanup program? Please respond with "yes" or "no" to the following:*

Bill stuffer in your Allied Waste bill: _____

Brochure mailed to your house: _____

Television reports: _____

Newspaper articles: _____

Other: _____

6. *In the past, the County operated the "Neighborhood Cleanup Program." In this program, the County sent a postcard to your home 1 to 2 weeks before your collection day, and your entire neighborhood was serviced in one day. The Neighborhood Cleanup Program serviced each household one time per year.*

I am going to read several statements about the new "on-call" program and the old "scheduled" program operated by the County. Please respond with ether "true" or "false" for each statement.

a. *The new "on-call" bulky-item program is very convenient because I can request service any time:*

True: _____

False: _____

b. *Most residents understand how the new "on-call" bulky-item program works.*

True: _____

False: _____

c. *The "on-call" bulky-item program makes my neighborhood look bad because there are piles scattered throughout my neighborhood year-round:*

True: _____

False: _____

d. *More residents used the County's "scheduled" program because it was easier to understand:*

True: _____

False: _____

e. *I did not like the County's "scheduled" program because it attracted strangers to my neighborhood that searched through piles of debris.*

True: _____

False: _____

f. *I did not like the County's scheduled program because the streets were filled with trash for several days before the scheduled cleanup.*

True: _____

False: _____

g. *The public education materials distributed by Allied provide a very good explanation of how the "on-call" program works.*

True: _____

False: _____

7. *If you had a choice, which program would you prefer in your neighborhood:*

The new "on-call" program: _____

The "scheduled" Neighborhood Cleanup Program: _____

8. *Do you rent or own your home?* _____

9. *Approximately how long have you been a Rancho Cordova resident?* _____

10. *Do you have any other comments or suggestions:*

MEMORANDUM

DATE: July 17, 2006

TO: Honorable Mayor and Council Members

FROM: Alexandra Miller, Management Assistant
Stephanie Snyder, Senior Management Analyst

SUBJECT: **LEGISLATIVE UPDATE ON ASSEMBLY BILL 2987 REGARDING TELECOMMUNICATIONS**

RECOMMENDATION

Review information and comment on AB 2987, directing staff on future legislative activities regarding the bill.

RESULT OF RECOMMENDED ACTION

As a result of Council comments on AB 2987, staff will be able to determine an appropriate course of action regarding support or opposition to the bill.

BACKGROUND

Introduced in the California State Assembly in February 2006, AB 2987 significantly alters the way local governments issue franchises to cable and telecommunications companies. Currently, local governments negotiate individual franchise agreements with companies that wish to provide cable service in their communities. Local governments have long enjoyed the control of local right-of-way access and the ability to negotiate cable rates and provision of public/education/government (PEG) channels that these franchise agreements offer. Cable franchises in Sacramento County are negotiated and issued by a regional authority, the Sacramento Metropolitan Cable Commission.

If AB 2987 passes, the California State Public Utilities Commission would be responsible for issuing all cable franchises in the state. A cable or telecommunications company that desires to offer cable services would submit an application to the PUC, and would require a maximum of 45 days from the date of a provider's application to approval and issuance of a franchise. A new state franchisee would be required to give a ten day notice to local entities prior to beginning operations in their jurisdiction. The PUC would also handle consumer complaints regarding cable services.

Arguments in favor of AB 2987

Telecommunications companies, including AT&T and Verizon, business organizations, and consumer groups, among others, are in favor of the bill, citing that it will allow for more competition, resulting in lower rates and better services for cable consumers.

Telecommunications companies also state that negotiating franchise agreements with over 400 different California municipalities takes too long. A new, streamlined process will give consumers the ability to more readily make use of rapidly-advancing technology.

Arguments against AB 2987

The League of California Cities, the California State Association of Counties, the Sacramento Metropolitan Cable Commission, and various cable companies are against the bill. They are concerned that the bill will allow companies to "cherry-pick" or "red-line" build-out by offering the best services to the most wealthy and profitable customers first, leaving behind low-income, rural and inner-city communities. Municipal governments have several concerns with the bill, including potential loss of local control over right-of-way access, such as streets, and placement of often unsightly utility boxes. Local governments are also concerned with potential loss of PEG channels, franchise fees, and abrogation of contracts by existing cable operators. As an example of the opposition that cities have demonstrated against the bill, the Sacramento City Council passed a resolution to oppose AB 2987 on June 20, 2006, citing problems with loss of local control over right-of-way access.

AB 2987 attempts to deal with these concerns by requiring state franchisees to provide for the same number of PEG channels as the incumbent cable operator. Amendments have been made to maintain franchise fees and utility users taxes to cities, as well as give cities full control over rights-of-way. Future amendments are expected to include provisions against non-discrimination in build-out.

For a thorough analysis of the bill, and a complete list of supporters and opposers, please see **Attachment 1: AB 2987 Senate Analysis.**

Current Status

On June 29, the Senate Energy, Utilities and Communications Committee passed AB 2987. It is expected that amendments will be made to the bill during the legislature's July recess. The Senate will resume discussion of the bill in the Appropriations Committee on August 7, 2006. Please see **Attachment 2: Text of AB 2987**, for the most recent amendments to the bill language.

HR 5252

Concurrent with the movement of AB 2987 through the state legislature, the House of Representatives passed HR 5252 on June 8. The bill is currently being discussed and amended in the Senate Commerce Committee, and is projected to reach the Senate floor in September. If passed, this bill would preempt AB 2987 and administer franchises at the federal level by the FCC.

ATTACHMENT(S)

1. AB 2987 Senate Analysis
2. Text of AB 2987

1

SENATE ENERGY, UTILITIES AND COMMUNICATIONS COMMITTEE
MARTHA M. ESCUTIA, CHAIRWOMAN

AB 2987 - Nunez/Levine
June 29, 2006 Hearing Date:
As Amended: June 22, 2006 A FISCAL B

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DESCRIPTION

Current law authorizes local governments to grant franchises to provide cable television service. In awarding a franchise the local government must assure that access to cable service is not denied to any group of customers because of their income. Franchise fees may not exceed 5% of gross revenues. The local franchising authority may require the franchisee to provide channel capacity for public, educational, or governmental (PEG) use.

Current law requires any competitor to an existing cable operator to provide service to the same entire area as that operator.

This bill establishes a framework for a state franchise to provide video service issued by the Secretary of State. Video service is broadly defined to include cable service as well as any other cable-like service delivered using the public right of way, such as AT&T's internet protocol service. The franchise provides the holder with the same rights to install and maintain the video network as the telephone companies. The state franchise authorizes a franchise fee of up to 5%, payable directly to the local government where service is provided and gives local government control over the installation of the video network under the same terms as telephone corporations. Local government is also given authority to enforce customer service standards.

This bill prohibits discrimination in the provision of video service and establishes a specific standard for satisfying that

prohibition. This bill also establishes specific obligations for building out the video systems by the largest telephone companies. Reports on the progress toward meeting these requirements must be provided annually two years after the franchise is granted. Waivers from these requirements can be given by the franchising authority under specified conditions after public hearings. The larger franchisees must provide annual reports on jobs and employment.

This bill requires a franchisee to provide for the same number of PEG channels as the incumbent cable operator. Additional PEG channels are required if there is a demonstrated need. Local governments are authorized to establish a fee to support the capital cost of PEG channels and to support institutional network facilities.

BACKGROUND

The market for television service is dominated by cable. In California, 63% of households with televisions get their TV from

cable, 27% from satellite, and the remainder over the air.

Advances in technology are making additional competition possible in the television business. The industry has evolved from over-the-air broadcast stations to cable-based networks to satellite-based systems. Now telephone companies are able to turbocharge their telephone infrastructure to provide cable-like services.

Telephone company entry into cable markets should be welcomed as a way to help lower prices, improve service quality, and spur innovation. Nothing in current law bars telephone companies from offering cable service. To do so they must go through the same process for obtaining a local franchise as the cable operator. Indeed, Verizon has done so in six California cities. But Verizon and AT&T have argued that the local franchising process is slow and the requirement that the new franchisee must build to the same geographic area as the incumbent cable operator is expensive. They argue that revising existing cable franchising laws is a necessary inducement for them to invest in and compete for cable customers. And this raises the classic public policy question of how to create a level playing field between competitors, the subject of this bill.

California has two of the top 10 television markets in the country, and four of the top 26<1>. With the sixth highest broadband penetration rate of all the states at 28.4%<2> and 34 million residents, California is an attractive market for video and broadband services.

COMMENTS

It's Not Just TV -- More competition for cable services should be welcomed, if not encouraged. But this bill is not just about TV. That's because these new video networks will also provide

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<1> Nielsen Media Research (http://www.nielsenmedia.com/DMAs.html)

<2> Leichtman Research Group, "New England and Far West Lead in Broadband Penetration", July 7, 2004 republished at (http://www.websiteoptimization.com/bw/0407/)

extremely fast Internet service. The leap from dial-up Internet access to broadband created vast economic opportunities that were seized upon by iconic California companies such as Google, Yahoo, and eBay. These new video networks can expand the availability of broadband to more parts of the state and materially increase download speeds to create even more economic opportunities. And as the telecommunications companies market the bundle of telephone, video, and high speed internet, broadband penetration rates should rise.

No Price Wars -- One would expect competition to lower cable rates, but statements by officers of the major telecommunications companies indicate something a bit different. Rather than get into price wars over basic cable service, the telecommunications companies instead intend to market bundles of service (e.g. telephone, video, high-speed internet, and perhaps even cellular service) and offer discounts on the bundle. Advocates for this bill have suggested savings to customers which are not reflective of the actual market strategies announced by company officers.

Double Referral -- This bill has been double-referred to the Senate Rules Committee.

Questions of Interest to the Committee

1.State- or Locally-issued Franchise/Tax or Fee? -- The first question posed by this bill is whether a state franchising process should replace the existing local franchising process. The author argues that the local franchising process is protracted and expensive, giving local governments an ability to leverage the potential franchisee with costly new obligations. Technological advance has created a new, more competitive world where franchising should be simplified and streamlined. Local governments argue that the local franchising process works fine. They note that some cities have offered the telephone companies an expedited franchise if they are willing to adopt the identical franchise as the incumbent cable operator. And if the local franchising process is protracted or expensive, the state could simply

constrain the local government by requiring timely processing and restricting their ability to extract concessions, eliminating the need for establishing a state bureaucracy.

Cities argue that the bill triggers local elections under Proposition 218 because the franchise fee is tied to the act of granting the franchise. While the franchise is granted by the state the franchise fee is imposed locally. If there is no nexus, the imposition of the local franchise fee could be considered a tax subject to voter approval. The Senate Local Government Committee staff concurs with this analysis and has recommended a fix, which is to impose the franchise fee at the state level. The author and committee may wish to consider such an amendment.

2.Gross Revenues/Right of Way/Local Utility Taxes -- Though they have many concerns, three additional issues are at the core of local government's opposition: the definition of gross revenues, local control over the right of way, and preserving their ability to impose local utility taxes.

The gross revenue definition has importance because it is the base upon which the franchise fee is levied. Fully two and one-half pages of the bill are devoted to defining what is and what is not included in that definition. The authors have tried to be as inclusive as possible but because the definition varies among local franchising authorities it has been difficult to settle on a definition which does result in less revenue for any city. This is not a question of a level playing field as all video franchisees will abide by the same definition. Moreover, additional revenue will accrue to the city if Verizon and AT&T are successful at luring non-franchise fee-paying satellite TV customers onto their franchise fee-paying video services.

Local governments are concerned that the bill limits their ability to control access to the public right of way, a critical issue because the new video-capable telecommunication networks require installation of large refrigerator-sized boxes every couple hundred homes. There is an argument that the bill could be construed to allow for a telecommunications company to not pay the franchise fee. This is not the intent of the author, and the author and committee may wish to consider making a technical fix to resolve this issue. The concern that the bill limits the imposition of local utility taxes appears unfounded. The bill specifically says that it does not limit a local entity's ability to impose utility user taxes (beginning on page 12, line 30).

3.Franchising Authority -- No state agency has volunteered to be

responsible for administering the state franchising process. This bill has at various times assigned those duties to the Department of Corporations, Department of Consumer Affairs, and the Secretary of State. There is no perfect fit in state government, but the closest fit is the California Public Utilities Commission (CPUC). The CPUC already has regulatory authority over telecommunications companies as well as the telephone operations of cable companies. It is the only state agency with an understanding of telecommunications markets and has for several years analyzed broadband markets, issuing reports on broadband deployment. And it regularly conducts public hearings, takes testimony, and examines evidence. Concerns have been raised about the CPUC's faithfulness to the law, given their remoteness from Sacramento. This concern can be at least partially addressed through regular Legislative oversight. The author and committee may wish to consider making the state franchising authority the CPUC.

4.Non-discrimination/Build-out Commitments/Technology -- Under a typical local franchise, the cable company must build out virtually the entire local community using its best technology. (Los Angeles is an exception, having divided itself up into 14 non-overlapping franchise areas.) Many argue that if the level playing field principle is to apply, telecommunications companies should have that same obligation.

Requiring a complete build out of an entire city, much less the telecommunications company's entire telephone foot print, is probably an unfair burden due both to the engineering/cost constraints and to the differing circumstances. Telecommunications companies wish to build their cable networks in a sort of overlay to their existing telephone network. The telephone networks consist of linked computer sites. From each site telephone lines branch out into neighborhoods like tree branches. These branches are designed for engineering efficiency and therefore do not coincide with political boundaries. This contrasts with cable networks which, because they are locally franchised, were designed and built to coincide with the local franchisor's political boundaries.

And it is fair to account for the differing circumstances between the incumbent cable operator and the telecommunications company. When the incumbent sought the franchise there was no competition. Today the telecommunications company competes against the incumbent cable operator and satellite providers. This competition means that financial success is less assured for the telecommunications companies, though they do have the

considerable advantage of starting with an existing telephone network and nearly 100% market share for telephone service.

This does not mean that there should not be any buildout requirement. California has an interest in promoting the widest possible availability of these services so that the greatest possible number of customers may benefit. The authors have negotiated buildout commitments from each of the two largest telecommunications companies. Those commitments, 25% of customers offered video service within 2 years, and 40% within 5 years for Verizon, and 35% within 3 years and 50% within 5 years for AT&T, reflect the different technology and installation hurdles faced by each company. While well short of 100%, these requirements are far more than either company has agreed to in any other state.

The same can be said for the anti-discrimination language. While discrimination in the offering of video service is barred, the law is difficult to enforce without numerical targets. This bill again goes beyond other state and federal franchising bills by establishing a specific test for ensuring that discrimination is not occurring. That test, which is that within three years at least 25% of the households being offered video service are low income, and 30% within five years, is measurable and enforceable.

While the authors expect the companies to live up to these requirements, they are not absolute. After two years the telecommunications company can seek a waiver of any of these anti-discrimination and buildout requirements. The waiver can be granted if the franchising authority finds that the company has made substantial and continuous effort to meet the requirements. While some flexibility is reasonable, allowing a waiver after just two years sends the signal that the requirements aren't serious. Surely Fortune 500 companies can make commitments of longer than 2 years. The authors and committee may wish to consider allowing for the seeking of the waiver only after the companies have met their 2- and 3-year buildout requirements.

The second escape hatch is that the five year buildout requirement, 40% for Verizon and 50% for AT&T, does not apply until two years after at least 30% of households with access to their video service subscribe for at least six months. This is an automatic escape hatch not subject to franchising authority review. While some flexibility for a lack of financial success may be reasonable, this metric is hard to measure and appears to be so high that it may well be unattainable. The authors and committee may wish to consider crafting a more reasonable success-based waiver.

Cable companies are required to provide their most capable technology to all of their customers. Under this bill, AT&T would be permitted to meet its buildout and anti-discrimination obligations using its satellite-based product. This mixes apples and oranges because their satellite-based product can be offered without a franchise and is not subject to franchise fees. It is not the subject of this bill. That product is also not a new video competitor because it relies on a satellite service which is currently

available. And the product does not result in the degree of new jobs and investment as their fiber-based product. AT&T has said that the satellite-based product is an interim product that will be replaced with their fiber-based product. While the satellite-based product is a fine product, it is clearly not as good. The authors and committee may wish to consider amending the bill so that only AT&T's best product counts towards meeting its anti-discrimination and buildout obligations.

5. Cross-subsidy prohibition -- Competition is unfair if one competitor can use the profits of a relatively uncompetitive business to subsidize its entry into a relatively competitive business. This anti-competitive behavior hurts customers because it creates an unlevel playing field, making it more likely that competition will be neither robust nor durable. Most telecommunications markets are competitive, though less so after the mergers of AT&T/SBC and MCI/Verizon. Competition keeps a lid on rate increases and so provides a check against anti-competitive cross subsidy. But the market for basic residential telephone service is not very competitive. While there is some substitution of cellular service for basic residential service, and there are a few competitors, such as Cox Cable, by and large there is little competition. Indeed for residential service, AT&T and Verizon, the two largest telephone companies in the country, don't compete with each other. And the effect of cross-subsidization could be huge. With just a $1 increase in basic telephone service rates, AT&T would raise roughly $100 million annually, fully 30% of what AT&T is going to invest in California to provide video service over the next three years, creating a considerable competitive advantage.

Ensuring there is no cross-subsidization could be accomplished with a rigorous and continuous examination of the revenues and expenses of the telephone companies. But the CPUC no longer has the capacity or inclination to do such work. A simpler, though less precise, mechanism is to simply cap basic telephone rates. This is the mechanism used by the CPUC since the late 1980's to assure that rates for non-competitive

services were reasonable and that cross-subsidies did not grow. The authors and committee may wish to consider capping basic telephone service rates at current levels for a period of time as a means of ensuring that cross-subsidization does not occur.

6.Opt in/Abrogation -- Cable companies argue that it is unfair for telecommunication companies providing cable-like service to operate under a different regulatory scheme. A level playing field requires that when telecommunication companies are permitted to operate under a state franchise, so too should the cable companies, they contend. Opponents argue that a deal is a deal. Cable companies agreed to a local franchise; it would be unfair to let them out of those voluntary agreements.

While local franchises are voluntary agreements, it seems unfair to impose different rules on similarly situated companies. Local franchise agreements were negotiated before the telecommunications companies became a significant competitive threat. The formidable threat of Verizon or AT&T surely changes the landscape upon which the original franchise was based. The authors and committee may wish to consider allowing cable operators to seek a state franchise, and upon receipt abrogate their existing local franchise, once the competitive threat of Verizon or AT&T is imminent. However, a consequence of shifting to a state franchise is that the local franchise requirement to offer service is no longer operative. In extreme circumstances this could lead to a cable operator discontinuing the offering of service to "unprofitable" neighborhoods. The authors and committee may also wish to consider making any discontinuance of the offering of service subject to prior approval by the franchising authority.

7.Privacy -- The major telecommunications companies have admitted to sharing customer information with federal authorities without a warrant, raising privacy concerns. Heightening those concerns are very recent press reports that AT&T will keep track of their video customers' viewing habits and that those customer records are business records owned by AT&T.

California law bars cable companies from providing any person with any individually identifiable information regarding its subscribers, including television viewing habits, without the subscriber's express written consent. Cable companies may only retain subscriber information to the extent reasonably necessary for billing purposes and other business practices.

A cable company may compile and distribute a list containing the names and addresses of its subscribers if the list contains no other individually identifiable information and if subscribers are afforded the right to opt out . Cable companies may not make individual subscriber information available to government agencies in the absence of legal compulsion. (Section 637.5 of the Penal Code) At a minimum, to establish a level playing field, as well as to protect video customer privacy rights, the authors and committee may wish to consider making any holder of a state video franchise subject to existing cable television privacy laws. There may be additional privacy issues regarding whether opt-out or opt-in is the more appropriate default and whether more stringent federal law dealing with the collection of data applies to cable companies but not telephone companies providing video service.

8.Customer service standards -- California established minimum state-wide cable customer service standards more than ten years ago. This bill makes those state standards, as well as existing federal standards, a part of the state franchise. The penalties for a material breech of those standards are low, having been capped in the original statute and never updated. For example, the maximum penalty for a material breech is $200/day, hardly enough to be a deterrent. The authors and committee may wish to consider updating the penalties to a meaningful amount and to eliminate the lo establish lower penalties.

9.Public, Educational and Governmental Access/Institutional Networks -- Federal law authorizes cable franchisors to require channel capacity to be set aside for PEG use. While federal law does not define PEG use, the legislative history suggests that PEG channels were intended to be "the video equivalent of the speaker's soapbox or the electronic parallel to the printed leaflet. They provide groups and individuals who generally have not had access to the electronic media with the opportunity to become sources of information in the electronic marketplace of ideas. PEG channels also contribute to an informed citizenry by bringing local schools into the

home and by showing the public local government at work."<3>

Federal law also authorizes additional fees to pay for the capital cost of supporting PEG activities. Some local franchisors have negotiated for institutional communications networks (I-net) as part of the franchise negotiations. This bill establishes a minimum number of PEG channels for the state franchisees equivalent to the number of PEG channels carried by the incumbent cable operator. If the cable operator has no PEG channels then the local government can request up to three. This bill also permits local entities to establish an additional fee of up to 1% to fund PEG capital costs.

Local governments raise concerns that the bill will reduce PEG funding and I-net support. In some cases this is true. While many cities impose no additional PEG funding, some cities do at a level greater than 1%. Other take-aways occur if cable operators are allowed to abrogate their local franchises. Local governments have been creative in negotiating for PEG/I-net services. But once the local franchises lapse, either through abrogation or the lapse of the term, this bill does not provide local government with any room to negotiate to keep their deals.

This bill also does not provide for minimum funding of PEG capital costs. The bill does require the state franchisee to set aside a channel for state public affairs programming.

This bill does create a level playing field with regard to the PEG obligation because the same obligation applies to every franchisee. The unresolved questions are whether the state should establish a minimum level of PEG funding, whether existing PEG/I-net obligations of cable operators should remain through the end of the local franchise irrespective of abrogation, and whether local governments and video/cable operators should be permitted to negotiate their PEG/I-net agreements.

10. Bonding -- Because the grant of a franchise authorizes the cable company to construct in the public right of way, local governments have typically required the cable company to post a bond to ensure that the construction is done safely and completely, and that plant is not abandoned. The authors and committee may wish to consider

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<3> H.R. Rep. No.98-934, at 30 (1984), reprinted in Telecommunications: The Governmental Role in Managing the Connected Community by Paul Valle-Riestra (2002), p.183.)

whether to require the state franchising authority to develop similar bonding requirements.

11. Peace, at Last? -- Cable franchising reform is the subject of federal legislation moving in both houses. Local governments are fighting with telephone companies over whether the telephone companies must first obtain a local franchise before building video networks and offering video service. This bill represents an effort by the authors to achieve some consensus around this contentious issue. It would be bad faith to go through the exhausting effort of negotiating this bill, only to have it undercut or challenged in another venue.

12. Technical Amendments -- The author suggests the following technical amendments:

Page 5, line 22, change "Franchising entity" to "Local franchising entity"

Page 7, line 6, change "Franchising entity" to "Local franchising entity"

Page 8, line 38: strike "(e)" and replace with "(d)". Counsel: this will put it back as it was in the prior version. The change should not have been requested.

Page 11, lines 27, 28, 29 and 30: strike in their entirety. Line 31: strike "local entity to the holder of a state franchise."

Page 21, lines 11 and 12: remove the strike out - so the sentence again contains the words: "as required by Section 541 (a) (3) of Title 47 of the United States Code". As above, this strike out request should not have been submitted.

Page 28, line 23: delete "by the franchising authority

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ASSEMBLY VOTES

Assembly Floor (77-0)
Assembly Appropriations Committee (12-0)
Assembly Utilities and Commerce Committee (10-0)

POSITIONS

Sponsor:

Authors

Support:

Academic Uprise	Developmental Disabilities Service Organization, Inc.	New Beginnings Academy
Actiontec Electronics, Inc.	Disabled Sports USA - FAR WEST	New Economics For Women
African American Business Council	Dunham, Sarah - Career Counselor, University of California, Berkeley	Novato Chamber of Commerce
African American Historical and Cultural Museum	Edmund G. Pat Brown Institute of Public Affairs	OASIS
Alcatel	El Centro de Amistad	Observer Newspaper
Alliance for Community Media	El Concilio del Conduado de Ventura	Ocean Park Community Center
American Consumer Institute	El Granito Foundation	Paint Your Heart Out, Inc.
American Federation of State, County and Municipal Employees	Elder Help of San Diego	Pasadena Chamber of Commerce
American G.I. Forum	Elizabeth Peterson Group, Inc.	Pets Are Wonderful - LA
American Heart Association	Federal Technology Center	Pittsburg Chamber of Commerce
Anaheim Chamber of Commerce	Fiber-to-the-Home Council	Plaza Development Partners, LLC
Arriba Juntos	Filipino American Chamber of Commerce of Solano County	Polaris Group
Asian Americans for Community Involvement	Fontana Herald News	Poway Chamber of Commerce
Asian American Resource Center	Fresno Center for New Americans	Powers, Robert
Asian Business Association	Friends Unlimited	President Health Corp.
Asian Business Council	Gardena Valley Chamber of Commerce	Printing Consultants
Asian Pacific American Legal Center of Southern California	Gateway Chambers Alliance - LA	Project Amiga
Asian Pacific Islander American Public Asian American Resource Center	Global Energy & Technology, Inc.	Rainbow/PUSH Coalition
	Greater Huntington Park Area Chamber of Commerce	RBD Communications
		Rio Hondo Boys and Girls Club
		RJ Martin Insurance Agency
		Roberts Family Development Center
		RSVP Volunteers
		Sac. Black Chamber of Commerce
		Sac. County Taxpayers League

Affairs Association	Greater Los Angeles African American Chamber of Commerce	San Anselmo Chamber of Commerce
Community Education Foundation	Greenlining Institute	San Bernardino Community College District
Asians for Corporate and Community Action	Habitat for Humanity, Fresno County	San Diego East County Chamber of Commerce
AT&T California	Halsa Inc.	San Fracisco Chamber of Commerce
Bakersfield Homeless Center	Hammerhead Systems Inc.	San Joaquin Valley Black Chamber of Commerce
Bank of the West	Harbor City/Harbor Gateway Chamber of Commerce	San Jose Silicon Valley Chamber of Commerce
Bay Area Council	Hartnell College	Santa Ana Chamber of Commerce
Beaumont Chamber of Commerce	Henry Mayo Newhall Memorial Health Foundation	Santa Ana Education Foundation
Black Business Association	Hispanic Association of Communication Employees of AT&T	Santa Monica Chamber of Commerce
Black Women Organized for Political Action	Hispanic Chamber of Commerce of Contra Costa County	Self-Help For the Elderly
Boys and Girls Club of Auburn	Hispanic Chamber of Commerce of Marin	Sempra Energy
Boys and Girls Club of Fontana	Hispanic Chamber of Commerce of Orange County	Senior Community Centers
Breakthru	Hispanic Chamber of Commerce of Stanislaus County	Serving God's People
Brotherhood Crusade	Hollywood Chamber of Commerce	Shasta County Board of Supervisors-Patricia Clarke, District 5
Burton, Kevin	Huntington Park Chamber of Commerce	Social Concerns of Southern CA
Fruitvale School District	Information Technology Consortium	Southeast Asian Community Center
Trustee	Inland Action, Inc.	State Assn. of Electrical Workers
Cabrillo Economic Development Corporation	Inland Empire African American Chamber of Commerce	State Building and Construction Trades Council
CA Black Chamber of Commerce	Intel	of California
CA Building Trades Council		Suscol Intertribal Council
CA Business Roundtable		Telamon
Support (continued):		Telecommunications Industry Assn.
CA Cable & Telco. Assn.		
CA Chamber of Commerce		
CA Commission on APIA Affairs		
CA Consumers United		
CA Hispanic Assn.		

on Corp. Responsibility CA Hispanic Chamber of Commerce California Labor Federation California Small Business Assn. CA State Conference of the NAACP CSU, Chico, Center for Economic Development CSU, Sacramento, College of Business Administration CA for Video & Technology Choice Camarillo Health Care District	International Brotherhood of Electrical Workers Irvine Chamber of Commerce Irvine Valley College Foundation ITC Joanne David on behalf of Haven Hills Kern County Taxpayers Association Korean Health, Education, Information & Research Center La Casa de San Gabriel Community Center Lao Khmu Association	Thoma Electric Thousand Oaks-Westlake Village Regional Chamber Torrance Area Chamber of Commerce TriNet Communications, Inc. Tri-Valley Business Council Tulare County League of Mexican-American Women United Way of Butte and Glenn Counties United Way of Northern CA United Way of San

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Campbell Union High School Dist. Capitol Claims Services Castle and Cooke Center for Accessible Technology Center for Fathers and Families Central American Resource Center Central City Association of LA Central Labor Council of Fresno, Madera, Tulare & Kings Counties Charles Industries, Ltd. CHARO Community Development Chico Economic Planning Corp. Chris Bernal Tax Services Citizens Against Regulatory Excess	Latino Community Roundtable, Stanislaus County Latino Council of Marin Latino Journal League of United Latin American Citizens Lighthouse Computer Group Los Angeles Area Chamber of Commerce Los Angeles Urban League Materus McMillin Homes Mexican American Opportunity Foundation Microsoft Corporation Milpitas Chamber of Commerce Minerva Networks, Inc.	Joaquin County USC, Annenberg School for Communication Ventura County Economic Development Association Ventura County Taxpayers Assn. Verizon Vietnamese Community of Pomona Valley Video Access Alliance Vital Link Volunteers of America of Southwest California Watts/Century Latino Organization West Fresno Healthcare Coalition Western Region

City of Firebaugh	NAACP - Fresno Branch	Puerto Rican Council
Colton Chamber of Commerce	NAACP - Hercules, Pinole, & Rodeo	Westside Council of Chambers of Commerce
CWA, District 9	NAACP - Lake Elsinore Branch	Women's Council of Realtors
CWA, Local 9333	NAACP - Los Angeles	World Institute On Disability
CWA, Local 9404	NAACP - Monterey Peninsula Branch	Youth Violence Prevention Council of Shasta County
CWA, Local 9408	NAACP - San Gabriel Valley Branch	Yuba Sutter Economic Development Corporation
CWA, Local 9412	NAACP - Vallejo Branch	
CWA, Local 9415	National Council on Aging	
CWA, Local 9416	National Tax-Limitation Committee	
CWA, Local 9417	National Taxpayers Union	
CWA, Local 9421	Networking Everyone w/ Technology	
CWA, Local 9423	Society for the Blind	
Computer Technologies Program	South Bay Latino Chamber of Commerce	
Community Union, Inc.		
Congress of California Seniors		
Consumers Federation of California		
Consumers First Inc.		
Create-N-Animate		
Culver City Chamber of Commerce		
Deaf & Hard of Hearing Svc. Center		
Delano Union Elementary School District Board of Trustees		
Several individuals		

Oppose:

AARP	City of La Mirada	City of Santa Fe Springs
Adelphia Communications	City of La Palma	City of Santa Maria
Artelias S. Guyton & Associates	City of La Quinta	City of Santa Monica
Business Women for the Environment	City of La Verne	City of Santa Rosa
California Contract Cities Association	City of Lafayette	City of Saratoga
California Library Association	City of Laguna Hills	City of Sausalito
California State Association of Counties	City of Laguna Niguel	City of Scotts Valley
	City of Lake Forest	City of Seal Beach
	City of Lakeport	City of Seaside
	City of Lakewood	City of Sebastopol
	City of Larkspur	City of Selma
	City of Lathrop	City of Sierra Madre
	City of Laverne	City of Simi Valley
	City of Lawndale	

CA State University, Monterey Bay, Chief Information Officer	City of Lemon Grove	City of Solana Beach
Calaveras County Community Television	City of Lincoln	City of Soledad
Charter Communications, LLC	City of Live Oak	City of Sonoma
Charter	City of Livermore	City of South Gate
	City of Lodi	City of South Lake Tahoe
	City of Lomita	City of South San Francisco
	City of Lompoc	City of Stanton
	City of Long Beach	City of Stockton
	City of Lynwood	
	City of Manhattan Beach	
Communications - Inland Empire	City of Manteca	City of Suisun City
City of Alameda	City of Martinez	City of Sunnyvale
City of Alhambra	City of Maywood	City of Susanville
City of Antioch	City of Menlo Park	City of Temple
City of Arcadia	City of Merced	City of Thousand Oaks
City of Arcata	City of Mill Valley	City of Torrance
City of Arroyo	City of Millbrae	City of Tracy
City of Azusa	City of Mission Viejo	City of Tustin
City of Bakersfield	City of Modesto	City of Upland
City of Banning	City of Monrovia	City of Vacaville
City of Beaumont	City of Monterey	City of Ventura
City of Bellflower	City of Monterey Park	City of Vernon
City of Belmont	City of Moorpark	City of Victorville
City of Benicia	City of Moreno Valley	City of Visalia
City of Berkeley	City of Morro Bay	City of Vista
City of Beverly Hills	City of Mountain View	City of Walnut
City of Blue Lake	City of Mt. Shasta	City of Walnut Creek
City of Bradbury	City of Murrieta	City of West Covina
City of Brea	City of Nevada	City of West Hollywood
City of Brentwood	City of Norwalk	City of West Sacramento
City of Buena Park	City of Novato	City of Whittier
City of Burbank	City of Oakland	City of Woodland
City of Calabasas	City of Oceanside	City of Yreka
City of Calistoga	City of Ontario	City of Yuba City
City of Camarillo	City of Orange	City of Yucaipa
City of Campbell	City of Pacific Grove	City of Yucca Valley
City of Capitola	City of Pacifica	City/County Assn. of Governments of San Mateo County
City of Carlsbad	City of Palm Desert	City/County of San Francisco
City of Carpinteria	City of Palmdale	Community Media Access Partnership
City of Carson	City of Palo Alto	Contra Costa County
City of Ceres	City of Palos Verdes Estates	County of Los Angeles
City of Cerritos		County of Monterey
City of Chico		County of Nevada
City of Chino	City of La Canada Flintridge	
City of Chino Hills	City of La Mesa	
City of Claremont	City of Paramount	
City of Clayton	City of Pasadena	
City of Cloverdale		

City of Clovis	City of Patterson	
City of Colusa	City of Petaluma	Foundation for
City of Commerce	City of Pinole	Taxpayers and
Oppose (continued):	City of Pismo Beach	Consumer Rights

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	City of Pittsburg	Hispanic National Bar
City of Compton	City of Pleasant Hill	Association
City of Concord	City of Pomona	Kern County Boa
City of Coronado	City of Porterville	Supervisors
City of Costa Mesa	City of Poway	Las Virgenes-Malibu
City of Cotati	City of Rancho Cordova	Council of
City of Covina	City of Rancho	Governments
City of Culver City	Cucamonga	League of CA Cities
City of Cupertino	City of Rancho Mirage	League of CA Cities
City of Cypress	City of Rancho Palos	LA Division
City of Daly City	Verdes	League of CA Cities,
City of Davis	City of Red Bluff	City of Morro
City of Del Mar	City of Redding	Bay
City of Diamond Bar	City of Redlands	League of Women
City of Downey	City of Redondo Beach	Voters
City of Duarte	City of Redwood City	Livermore City
City of El Cajon	City of Rohnert Park	Council
City of El Cerrito	City of Rolling Hills	Jim Madaffer,
City of El Dorado	Estates	Councilmember
Hills	City of Rosemead	Marin
City of El Segundo	City of Roseville	Telecommunications
City of Elk Grove	City of Sacramento	Agency
City of Emeryville	City of Salinas	Marin County Board of
City of Encinitas	City of San Bernardino	Supervisors
City of Escondido	City of San Clemente	Mayors and Council
City of Fairfax	City of San Diego	Members
City of Fairfield	City of San Dimas	Association of
City of Fillmore	City of San Jose	Sonoma County
City of Folsom	City of San Gabriel	Judith Mitchell,
City of Fontana	City of San Juan	Councilmember
City of Fort Bragg	Capistrano	Monterey County Board
City of Fortuna	City of San Leandro	of
City of Foster City	City of San Luis	Supervisors
City of Fountain	Obispo	Monterey County
Valley	City of San Marcos	Mayors' Assn.
City of Fremont	City of San Mateo	Public Access
City of Fresno	City of San Pablo	Television of
City of Garden Grove	City of San Rafael	Calaveras
City of Gardena	City of Santa Ana	County
City of Gilroy	City of Santa Barbara	Public Cable
City of Goleta	City of Santa Clara	Television Authority
City of Grover Beach	City of Santa Cruz	Gloryanna Rhodes,
City of Hawaiian	County of Sacramento	Mayor, City of
Gardens	County of San	Lathrop

□

City of Hercules	Bernardino	Rohnert Park City Council
City of Hollister	County of Santa Barbara	Sac. County Board of Supervisors
City of Hughson	County of Santa Cruz	Sac. Metropolitan Cable Television Commission
City of Huntington Beach	El Dorado Hills Community Svc Dist.	San Diego Association of Governments
City of Huntington Park		San Diego County Board of Supervisors
City of Imperial Beach		San Mateo County Telecommunica-tions Authority
City of Industry		Santa Barbara Channel
City of Inglewood		Santa Clara County Board of Supervisors
City of Irvine		Santa Rosa Community Media Center
City of Irwindale		Sutter Medical Center of Santa Rosa
		Town of Apple Valley
		Town of Corte Madera
		Town of Fairfax
		Town of Truckee
		Town of Windsor
		Urban Counties Caucus
		Ventura Council of Governments

Randy Chinn
AB 2987 Analysis
Hearing Date: June 29, 2006

AMENDED IN SENATE JUNE 22, 2006

AMENDED IN ASSEMBLY MAY 31, 2006

AMENDED IN ASSEMBLY MAY 26, 2006

AMENDED IN ASSEMBLY APRIL 6, 2006

AMENDED IN ASSEMBLY MARCH 30, 2006

CALIFORNIA LEGISLATURE—2005–06 REGULAR SESSION

ASSEMBLY BILL No. 2987

Introduced by Assembly Members Nunez and Levine
(Principal coauthors: Assembly Members McCarthy and Plescia)

February 24, 2006

An act to add Article 3.7 (commencing with Section 53058) to Chapter 1 of Part 1 of Division 2 of Title 5 of the Government Code, *and to amend Section 107.7 of the Revenue and Taxation Code,* relating to cable and video service.

LEGISLATIVE COUNSEL'S DIGEST

AB 2987, as amended, Nunez. Cable and video service.

~~Existing~~

(1) Existing law provides that any city, county, or city and county may authorize by franchise or license the construction and operation of a community antenna television system and prescribe rules and regulations to protect the subscribers. Existing law ~~provides~~ *requires* that cable and video service providers comply with specified customer service standards and performance standards.

This bill would establish a procedure for the issuance of state franchises for the provision of video service, which would be defined

not the final version - just the only published version.

to include cable service and open-video systems, that would be administered by the ~~Department of Consumer Affairs~~ *Secretary of State*. The ~~department~~ *Secretary of State* would be the sole franchising authority for state franchises to provide video services. The bill would require any person *or corporation* who seeks to provide video service in this state to file an application with the ~~department~~ *Secretary of State* for a state franchise *with specified information, signed under penalty of perjury. By creating a new crime, the bill would impose a state-mandated local program.* ~~Cities,~~

The bill would provide that cities, counties, ~~or~~ cities and counties*, or joint powers authorities* would receive ~~state~~ franchise fees for video services provided within their jurisdictions, based on gross revenues, pursuant to specified procedures. The bill would also authorize local entities to establish a fee to support the capital costs of public, educational, and governmental access *(PEG)* channel facilities, in the amount of either 1% of gross revenues or a preexisting fee, whichever is lower. ~~The~~

The bill would *also* require these local agencies to permit the installation of networks by holders of state franchises and would preclude enforcement of standards by the local agencies. *The bill would also prohibit a holder of a state franchise from discriminating against or denying access to service to any group of potential residential subscribers because of their income and would provide that this provision is satisfied if certain conditions are met by holders with 500,000 or more or 500,000 or less telephone customers in California.* ~~The~~

The bill would prescribe the extent of the obligation of state franchise holders to provide ~~public, educational, and government~~ *PEG* channels. The bill would prescribe certain customer service and protection standards and penalties for material breaches of those standards. *The bill would require, a holder, within 24 months afer the issuing of a holder's first state franchise, to make a specified report of the extent to which video service is available to potential subscribers and to file the report with the Legislature, the department, the Governor, the Attorney General, and to post it on the holder's Web site.* The bill would *also* require any state franchise holder employing more than 750 employees *in California* to make an annual report of specified information to the department.

(2) Existing property tax law specifies the manner in which local tax assessors determine the value of cable television possessory

interests that are created in a cable television franchise or license that is granted by a local government.

This bill would specify that this valuation method also applies to possessory interests created in a cable television franchise or license that is granted by the state under the bill.

(3) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes. State-mandated local program: ~~no~~ *yes*.

The people of the State of California do enact as follows:

SECTION 1. Article 3.7 (commencing with Section 53058) is added to Chapter 1 of Part 1 of Division 2 of Title 5 of the Government Code, to read:

Article 3.7. The Digital Infrastructure and Video Competition Act of 2006

53058. This act shall be known and may be cited as the Digital Infrastructure and Video Competition Act of 2006.

~~53058.1. (a) This article shall be known and may be cited as the Digital Infrastructure and Video Competition Act of 2006.~~

~~(b) The~~

53058.1. (a) The Legislature finds and declares all of the following:

(1) Video and cable services provide numerous benefits to all Californians including access to a variety of news, public information, education, and entertainment programming.

(2) Increased competition in the cable and video service sector provides consumers with more choice, lowers prices, speeds the deployment of new communication and broadband technologies, creates jobs, and benefits the California economy.

(3) To promote competition, the state should establish a state-issued franchise authorization process that allows market

participants to use their networks and systems to provide video, voice, and broadband services to all residents of the state.

(4) Legislation to develop this new process should adhere to the following principles~~.~~*:*

(i) Create a fair and level playing field for all market competitors that does not disadvantage or advantage one service provider or technology over another.

(ii) Promote the widespread access to the most technologically advanced cable and video services to all California communities in a nondiscriminatory manner regardless of socioeconomic status.

(iii) Protect local government revenues and their control of public rights of way.

(iv) Require market participants to comply with all applicable consumer protection laws.

(v) Complement efforts to increase investment in broadband infrastructure and close the digital divide.

(vi) Continue access to and maintenance of the public, education, and government (PEG) channels.

(vii) Maintain all existing authority of the California Public Utilities Commission as established in state and federal statutes.

~~(5)~~

(b) Telephone corporations providing video service pursuant to this article shall not subsidize the cost of deploying network that is used to provide video service and other costs necessary to offer video service with revenue derived from the offering of basic telephone services.

53058.2. For purposes of this article, the following words have the following meanings:

(a) "Cable operator" means any person or group of persons that either provides cable service over a cable system and directly, or through one or more affiliates, owns a significant interest in a cable system; or that otherwise controls or is responsible for, through any arrangement, the management and operation of a cable system, as set forth in Section 522(5) of Title 47 of the United States Code.

(b) "Cable service" is defined as the one-way transmission to subscribers of either video programming, or other programming service, and subscriber interaction, if any, that is required for the selection or use of video programming or other programming

service, as set forth in Section 522(6) of Title 47 of the United States Code.

(c) "Cable system" is defined as set forth in Section 522(7) of Title 47 of the United States Code.

(d) "Department" means the ~~Department of Consumer Affairs~~ *Secretary of State*.

(e) "Franchise" means an initial authorization, or renewal of an authorization, issued by a franchising entity, regardless of whether the authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, that authorizes the construction and operation of a cable system in public rights-of-way.

(f) "Franchise fee" or "state-issued authorization fee" means the rent paid by the video service provider to the local entity in which service is being provided for the continued use of streets, public facilities, and other public rights-of-way of the local entity in order to provide service and is not a tax within the meaning of Section 24 of Article XIII of the Constitution. The fee shall be determined as specified in Section 53058.4 and other provisions of this article, if relevant.

~~(f)~~

(g) "Franchising entity" means the city, county, or city and county entitled to require franchises and impose fees on cable operators, as set forth in Section 53066.

~~(g)~~

(h) "Incumbent cable operator" means the cable operator serving the largest number of cable subscribers in a particular city, county, or city and county franchise area on ~~the effective date of this article~~ *January 1, 2007*.

~~(h)~~

(i) "Local entity" means any city, county, ~~or~~ city and county, *or joint powers authority* within the state within whose jurisdiction a holder of a ~~state-issued authorization~~ *state franchise* under this article may provide cable service or video service.

~~(i)~~

(j) "Network" means a component of a facility that is wholly or partly physically located within a public right-of-way and that is used to provide video service, cable service, or voice or data services.

~~(j)~~

(k) "Open-video system" or "OVS" means those services set forth in Section 573 of Title 47 of the United States Code.

~~(k)~~

(l) "OVS operator" means any person or group of persons that either provides cable service over an open-video system directly, or through one or more affiliates, owns a significant interest in an open-video system, or that otherwise controls or is responsible for, through any arrangement, the management of an open-video system.

~~(l)~~

(m) "Public right-of-way" means the area along and upon any public road or highway, or along or across any of the waters or lands within the state.

~~(m)~~

(n) "State franchise" means a franchise that is issued pursuant to this article.

~~(n)~~

(o) "Subscriber" means a person who lawfully receives cable service or video service from the holder of a ~~state-issued authorization or~~ *state* franchise for a fee.

~~(o)~~

(p) "Video programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station, as set forth in Section 522(20) of Title 47 of the United States Code.

~~(p)~~

(q) "Video service" means video programming services, cable service, or OVS service provided through facilities located at least in part in public rights-of-way without regard to delivery technology, including Internet protocol *or other* technology. This definition does not include *(1)* any video programming provided by a commercial mobile service provider defined in Section 322(d) of Title 47 of the United States Code ~~or~~, *or (2)* video programming provided via an Internet access service as that term is defined in Section 231(e)(4) of Title 47 of the United States Code, *unless the video programming is made available by a video service provider solely to its video service subscribers.*

~~(q)~~

(r) "Video service provider" means an entity providing video service. This term does not include an incumbent cable operator.

53058.3. (a) The ~~Department of Consumer Affairs~~ *Secretary of State* is the sole franchising authority for a state franchise to provide video service under this article. Neither the department nor any franchising entity or other local entity of the state may require the holder of a state franchise to obtain a separate franchise or otherwise impose any fee or requirement on any holder of a state franchise except as expressly provided in this article. Sections 53066, 53066.01, 53066.2, and 53066.3 shall not apply to holders of a state franchise.

(b) The application process described in subdivisions (d) and (e) and the authority granted to the department under this section shall not exceed the provisions set forth in this section.

(c) Any person or corporation who seeks to provide cable service or video service in this state after ~~the effective date of this article~~ *January 1, 2007,* shall file an application for a state franchise with the department. The department may impose a fee on the applicant that shall not exceed the actual and reasonable costs of processing the application and shall not be levied for general revenue purposes.

(d) The application for a state franchise shall be made on a form prescribed by the department and shall include all of the following:

(1) A sworn affidavit, signed *under penalty of perjury* by an officer or another person authorized to bind the applicant, that affirms all of the following:

(A) That the applicant has filed or will timely file with the Federal Communications Commission all forms required by the Federal Communications Commission before offering cable service or video service in this state.

(B) That the applicant agrees to comply with all federal and state statutes, rules, and regulations, including, but not limited to, the following:

(i) A statement that the applicant will not discriminate in the provision of video or cable services as provided in Section 53058.7.

(ii) A statement that the applicant will abide by all applicable consumer protection laws and rules as provided in Section 53058.8.

(iii) A statement that the applicant will remit the fee required by Section 53058.4 to the local entity.

(iv) A statement that the applicant will provide PEG channels as required by Section 53058.5.

(C) That the applicant agrees to comply with all lawful city, county, or city and county regulations regarding the time, place, and manner of using the public rights-of-way, including, but not limited to, payment of applicable encroachment, permit, and inspection fees.

(D) That the applicant will concurrently deliver a copy of the application to any local entity where the applicant will provide service.

(2) The applicant's legal name and any name under which the applicant does or will do business in this state.

(3) The address and telephone number of the applicant's principal place of business, along with contact information for the person responsible for ongoing communications with the department.

(4) The names and titles of the applicant's principal officers.

(5) The legal name, address, and telephone number of the applicant's parent company, if any.

(6) A description of the service area footprint to be served including the socioeconomic information of all residents within the service area footprint.

(7) If the applicant is a telephone corporation, as defined in Section 234 of the Public Utilities Code, a description of the territory in which the company provides telephone service. The description shall include socioeconomic information of all residents within ~~in~~ the telephone corporation's service territory.

(8) The expected date for the deployment of video service in each of the areas identified in paragraph (6).

(9) Adequate assurance that the applicant possesses the financial, legal, and technical qualifications necessary to construct and operate the proposed system and promptly repair any damage to the public right-of-way caused by the applicant.

(e) (1) The department shall notify an applicant for a state franchise and any affected local entities whether the applicant's affidavit described by subdivision ~~(d)~~ *(e)* is complete or incomplete before the 30th calendar day after the applicant submits the affidavit.

(2) If the department finds the affidavit is complete, it shall issue a state franchise before the 14th calendar day after that finding.

(3) If the department finds that the application is incomplete, it shall specify with particularity the items in the application that are incomplete and permit the applicant to amend the application to cure any deficiency. The department shall have 30 calendar days from the date the application is amended to determine its completeness.

(4) The failure of the department to notify the applicant of the completeness or incompleteness of the applicant's affidavit before the 44th calendar day after receipt of an affidavit shall be deemed to constitute issuance of the certificate applied for without further action on behalf of the applicant.

(f) The state franchise issued by the department shall contain all of the following:

(1) A grant of authority to provide video service, in exchange for the franchise fee required in Section 53058.4, in the service area footprint as requested in the application.

(2) A grant of authority to use the public rights-of-way in the delivery of video service, subject to the laws of this state.

(3) A statement that the grant of authority is subject to lawful operation of the cable service or video service by the applicant or its successor in interest.

(g) The state franchise issued by the department may be terminated by the video service provider by submitting notice to the department.

(h) Subject to the notice requirements of this article, a state franchise may be transferred to any successor in interest of the holder to which the certificate is originally granted, provided that the transferee first submits all of the information required of the applicant by this section to the department.

(i) In connection with, or as a condition of, receiving a state franchise, the department shall require a holder to notify the department and any applicable local entity within 14 business days of any of the following changes involving the holder or the state franchise:

(1) Any transaction involving a change in the ownership, operation, control, or corporate organization of the holder, including a merger, an acquisition, or a reorganization.

(2) A change in the holder's legal name or the adoption of, or change to, an assumed business name. The holder shall submit to the department a certified copy of either of the following:

(A) The amended state franchise.

(B) The certificate of assumed business name.

(3) A change in the holder's principal business address or in the name of the person authorized to receive notice on behalf of the holder.

(4) Any transfer of the state franchise to a successor in interest of the holder. The holder shall identify the successor in interest to which the transfer is made.

(5) The termination of any state franchise issued under this article. The holder shall identify both of the following:

(A) The number of customers in the service area covered by the state franchise being terminated.

(B) The method by which the holder's customers were notified of the termination.

(6) A change in one or more of the service areas of this article that would increase or decrease the territory within the service area. The holder shall describe the new boundaries of the affected service areas after the proposed change is made.

(j) As a condition of receiving a state franchise, the holder shall notify all applicable local entities that the local entity is included in the holder's service area under the state franchise being issued and that the holder intends to provide video service in the local entity's jurisdiction. The holder shall give the notice required under this subdivision not later than 10 days before the holder begins providing video service in the local entity's jurisdiction.

(k) (1) Within 24 months after issuance of the holder's first state franchise, and annually thereafter for eight additional years, the holder shall report the extent to which video service is available to potential subscribers within the holder's service area, including all of the following:

(A) The demographics of the service area.

(B) The percentage of homes in the service area that have access to service.

(C) The demographics of the portion of the service area that has access to service.

(D) The technology used by the holder to provide access to service.

(E) Whether the holder is in compliance with the provisions set forth in Section 53058.8.

(F) A brief description of any issues related to providing access to service within the holder's service territory, as provided under this article.

(2) The report shall be filed with the Legislature, the department, the Governor, and the Attorney General, and posted on the holder's Web site. The holder shall not be required to report competitively sensitive information.

(l) (1) A state issued franchise shall only be valid for 10 years after the date of issuance and the video service provider shall apply for a renewal of the state franchise if it wishes to continue to provide video service in the area covered by the franchise after the expiration of the franchise.

(2) The department shall ensure that the process for renewing the franchise complies with this section. The department may not renew the franchise unless the video service provider can show that it is in compliance with all of the requirements of this article and has no outstanding financial obligations to the state or any local entity that are expressly allowed under this article.

~~(k)~~

(m) The department shall develop information guides and other tools to help educate local entities and other interested parties about the various provisions of this article.

53058.4. (a) *The local entity in which video service is provided pursuant to a state franchise may, subject to this article, impose by ordinance and receive a franchise fee as compensation for use of the public rights-of-way provided by the local entity to the holder of a state franchise.* The holder of a state franchise that offers video service within the jurisdiction of the local entity shall calculate and remit to the local entity a ~~state~~ franchise fee, as provided in this section. The obligation to remit the ~~state~~ franchise fee to a local entity begins immediately upon provision of video service within that local entity's jurisdiction. However, the remittance shall not be due until the time of the first quarterly payment required under subdivision (g) that is at least 180 days after the provision of service began. The fee remitted to a city or city and county shall be based on gross

revenues ~~earned~~, *as defined in subdivision (d), derived from the provision of video service* within that jurisdiction. The fee remitted to a county shall be based on gross revenues earned within the unincorporated area of the county. No fee under this section shall become due unless the local entity provides documentation to the holder of the state franchise supporting the percentage paid by the incumbent cable operator serving the area within the local entity's jurisdiction, as provided below. The fee shall be calculated as a percentage of the holder's gross revenues, as defined in subdivision (d).

(b) The ~~state~~ franchise fee shall be a percentage of the holder's gross revenues, as defined in subdivision (d), as follows:

(1) If there is an incumbent cable operator, the fee shall not be more than 5 percent of the holder's gross revenues or the percentage applied by the local entity to the gross revenue of the incumbent cable operator, whichever is ~~lesser~~ *less*.

(2) If there is no incumbent cable operator or upon the expiration of the incumbent cable operator's franchise, a local entity may, by ordinance, set the percentage applied to the gross revenues of all video service providers, provided that the fee shall not exceed 5 percent of gross revenues and shall be applied equally to all video service providers in the local entity's jurisdiction.

(c) No local entity or any other political subdivision of this state may demand any additional fees or charges or other remuneration of any kind from the holder of a state franchise based solely on its status as a provider of video or cable services other than as set forth in this section and may not demand the use of any other calculation method or definition of gross revenues. However, nothing in this section shall be construed to limit a local entity's ability to impose utility user taxes and other generally applicable taxes, fees, and charges under other applicable provisions of state law that are applied in a nondiscriminatory and competitively neutral manner.

(d) For purposes of this section, the term "gross revenues" means all revenue actually received by the holder of a state franchise, as determined in accordance with generally accepted accounting principles, that is derived from the operation of the holder's network to provide cable or video service within the jurisdiction of the local entity, including all of the following:

(1) All charges billed to subscribers for any and all cable service or video service provided by the holder of a state franchise, including all revenue related to programming provided to the subscriber, equipment rentals, late fees, and ~~not sufficient~~ *insufficient* fund fees.

(2) Any fees imposed on the holder of a state franchise by this section that are passed through to, and paid by, the subscribers.

(3) Compensation received by the holder of a state franchise that is derived from the operation of the holder's network to provide cable service or video service with respect to commissions that are paid to the holder of a ~~state-issued authorization~~ *state franchise* as compensation for promotion or exhibition of any products or services on the holder's network, such as a "home shopping" or similar channel, subject to paragraph (4) of subdivision (e).

(4) A pro rata portion of all revenue derived by the holder of a state franchise or its affiliates pursuant to compensation arrangements for advertising derived from the operation of the holder's network to provide video service within the jurisdiction of the local entity, subject to paragraph (1) of subdivision (e). The allocation shall be based on the number of subscribers in the local entity divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(5) Any amounts received that are recorded as negative expenditure, or as a reduction to expenses.

(e) For purposes of this section, the term "gross revenue" set forth in subdivision (d) does not include any of the following:

(1) Amounts not actually received, even if billed, such as bad debt; refunds, rebates, or discounts to subscribers or other third parties; or revenue imputed from the provision of cable services or video services for free or at reduced rates to any person as required or allowed by law, including, but not limited to, the provision of these services to public institutions, public schools, governmental agencies, or employees ~~other than~~ *except that* forgone revenue chosen not to be received in exchange for trades, barters, services, or other items of value *shall be included in gross revenue.*

(2) Revenues received by any affiliate or any other person in exchange for supplying goods or services used by the holder of a state franchise to provide cable services or video services.

However, revenue received by an affiliate of the holder from the affiliate's provision of cable or video service shall be included in gross revenue as follows:

(A) To the extent that treating the revenue as revenue of the affiliate, instead of revenue of the holder, would have the effect of evading the payment of fees that would otherwise be paid to the local entity.

(B) The revenue is not otherwise subject to fees to be paid to the local entity.

(3) Revenue derived from services classified as noncable services or nonvideo services under federal law, including, but not limited to, revenue derived from telecommunications services and information services, other than cable services or video services, and any other revenues attributed by the holder of a state franchise to noncable services or nonvideo services in accordance with Federal Communications Commission rules, regulations, standards, or orders.

(4) Revenue paid by subscribers to "home shopping" or similar networks directly from the sale of merchandise through any home shopping channel offered as part of the cable services or video services. However, commissions or other compensation paid to the holder of a state franchise by "home shopping" or similar networks for the promotion or exhibition products or services shall be included in gross revenue.

(5) Revenue from the sale of cable services or video services for resale in which the reseller is required to collect a fee similar to the ~~state~~ franchise fee from the reseller's customers.

(6) Amounts billed to ~~and collected from~~, *and collected from,* subscribers to recover any tax, fee, or surcharge imposed by any governmental entity on the holder of a state franchise, including, but not limited to, sales and use taxes, gross receipts taxes, excise taxes, utility users taxes, public service taxes, communication taxes, and any other fee not imposed by this section.

(7) Revenue from the sale of capital assets or surplus equipment not used by the purchaser to receive cable services or video services from the seller of those assets or surplus equipment.

(8) Revenue from directory or Internet advertising revenue, including, but not limited to, yellow pages, white pages, banner advertisement, and electronic publishing.

(9) Revenue received as reimbursement by programmers of marketing costs incurred by the holder of a state franchise for the introduction of new programming.

(10) Security deposits received from subscribers, excluding security deposits applied to the outstanding balance of a subscriber's account and thereby taken into revenue.

(f) For purposes of this section, in the case of a video service that may be bundled or integrated functionally with other services, capabilities, or applications, the ~~state~~ franchise fee shall be applied only to the gross revenue, as defined in subdivision (d), attributable to cable service or video service, as reflected on the books and records of the holder kept in the regular course of business in accordance with generally accepted accounting principles and Federal Communications Commission or Public Utilities Commission rules, regulations, standards, and orders, as applicable.

(g) The ~~state~~ franchise fee shall be remitted to the applicable local entity quarterly, within 45 days after the end of the quarter for the preceding calendar quarter. Each payment shall be accompanied by a summary explaining the basis for the calculation of the ~~state~~ franchise fee. If the holder does not pay the franchise fee when due, the holder shall pay a late payment charge at a rate per year equal to the highest prime lending rate during the period of delinquency, plus 1 percent. If the holder has overpaid the franchise fee, it may deduct the overpayment from its next quarterly payment.

(h) Not more than once annually, a local entity may examine the business records of a holder of a state franchise to the extent reasonably necessary to ensure compensation in accordance with subdivision (a). The holder shall keep all business records reflecting any gross revenues, even if there is a change in ownership, for at least four years after those revenues are recognized by the holder on its books and records. If the examination discloses that the holder has underpaid franchise fees by more than 5 percent during the examination period, the holder shall pay all of the reasonable and actual costs of the examination. If the examination discloses that the holder has not underpaid franchise fees, the local entity shall pay all of the reasonable and actual costs of the examination. In every other instance, each party shall bear its own costs of the examination.

Any claims by a local entity that compensation is not in accordance with subdivision (a), and any claims for refunds or other corrections to the remittance of the holder of a ~~state-issued authorization~~ *state franchise*, shall be made within three years and 45 days of the end of the quarter for which compensation is remitted, or three years from the date of the remittance, whichever is later. Either a local entity or the holder may, in the event of a dispute concerning compensation under this section, bring an action in a court of competent jurisdiction.

(i) The holder of a state franchise may identify and collect the amount of the ~~state~~ franchise fee as a separate line item on the regular bill of each subscriber.

(j) The holder of a state franchise under this article who also provides stand-alone, residential, primary line, basic telephone service shall not increase this rate to finance the cost of deploying a network to provide video service.

53058.5. (a) The holder of a state franchise shall designate a sufficient amount of capacity on its network to allow the provision of the same number of ~~PEG~~ *public, educational, and governmental access (PEG)* channels, that the incumbent cable operator has activated and provided within the local entity under the terms of any franchise in effect in the local entity as of ~~the effective date of this article~~ *January 1, 2007*. For the purposes of this section, a PEG channel is deemed activated if it is being utilized for PEG programming within the municipality for at least eight hours per day. The holder shall have six months from the date the local entity requests the PEG channels to designate the capacity. However, the six-month period shall be tolled by any period during which the designation or provision of PEG channel capacity is technically infeasible, including any failure or delay of the incumbent cable operator to make adequate interconnection available, as required by this subdivision.

(b) The PEG channels shall be for the exclusive use of the local entity or its designee to provide public, educational, and governmental channels. *The* PEG channels shall be used only for noncommercial purposes. However, advertising or sponsorship recognition may be carried on the channels for the purpose of funding the operation of the channels. The PEG channels shall all be carried on the basic service tier. To the extent feasible, *the* PEG channels shall not be separated numerically from other

channels carried on the basic service tier and the channel numbers for the PEG channels shall be the same channel numbers used by the incumbent cable operator unless prohibited by federal law. After the initial designation of PEG channel numbers, the channel numbers shall not be changed without the agreement of the local entity unless the change is required by federal law. Each channel shall be capable of carrying a National Television System Committee (NTSC) television signal.

(c) *(1)* If no PEG channels are activated and provided within the local entity as of ~~the effective date of this article~~ *January 1, 2007*, a local entity whose jurisdiction lies within the authorized service area of the holder of a state franchise may request the holder to designate not more than a total of three PEG channels.

~~The~~

(2) The holder shall have six months from the date of the request to designate the capacity. However, the six-month period shall be tolled by any period during which the designation or provision of PEG channel capacity is technically infeasible, including any failure or delay of the incumbent cable operator to make adequate interconnection available, as required by this subdivision.

(d) The holder shall provide an additional PEG channel when the locally produced, nonduplicated programming televised on a given channel exceeds ~~——~~ *56* hours per week~~, not including televised public meetings or classes in an accredited learning institution,~~ as measured on a quarterly basis. The additional channel shall not be used for any purpose other than to continue programming additional government, education, or public access television.

(e) Any PEG channel provided pursuant to this section that is not utilized by the local entity for at least eight hours per day may no longer be made available to the local entity, and may be programmed at the holder's discretion. At the time that the local entity can certify to the holder a schedule for at least eight hours of daily programming, the holder of the state franchise shall restore the channel or channels for the use of the local entity.

(f) The content to be provided over the PEG channel capacity provided pursuant to this section shall be the responsibility of the local entity receiving the benefit of that capacity, and the holder

of a state franchise bears only the responsibility for the transmission of that content, subject to technological restraints.

(g) The local entity shall ensure that all transmissions, content, or programming to be transmitted by a holder of a state franchise are provided or submitted in a manner or form that is standard in the industry. The holder shall be responsible for any changes in the form of the transmission necessary to make it compatible with the technology or protocol utilized by the holder to deliver services. The provision of those transmissions, content, or programming to the holder of a state franchise shall constitute authorization for the holder to carry those transmissions, content, or programming, including, at the holder's option, beyond the jurisdictional boundaries of that local entity.

(h) Where technically feasible, the holder of a state franchise and an incumbent cable operator shall negotiate in good faith to interconnect their networks for the purpose of providing PEG programming. Interconnection may be accomplished by direct cable, microwave link, satellite, or other reasonable method of connection. Holders of a state franchise and incumbent cable operators shall provide interconnection of *the* PEG channels on reasonable terms and conditions and may not withhold the interconnection. If a holder of a state franchise and an incumbent cable operator cannot reach a mutually acceptable interconnection agreement, the local entity may require the incumbent cable operator to allow the holder to interconnect its network with the incumbent's network at a technically feasible point on the holder's network as identified by the holder. If no technically feasible point for interconnection is available, the holder of a state franchise shall make an interconnection available to the channel originator and shall provide the facilities necessary for the interconnection.

(i) A holder of a state franchise shall not be required to interconnect for, or otherwise to transmit, PEG content that is branded with the logo, name, or other identifying marks of another cable operator or video service provider. For purposes of this section, PEG content is not branded if it includes only production credits or other similar information displayed at the conclusion of a program. The local entity may require a cable operator or video service provider to remove its logo, name, or other identifying marks from PEG content that is to be made

available through interconnection to another provider of PEG capacity.

(j) In addition to any provision for *the* PEG channels required under subdivisions (a) to (k), inclusive, the holder shall reserve, designate, and activate a channel for carriage of public affairs programming that includes live and recorded coverage of state government and state legislative activities originated by the California Channel and designate and activate a channel for carriage of public affairs programming originated by C-Span.

(k) After ~~the effective date of this article~~ *January 1, 2007,* and until the expiration of the incumbent cable operator's franchise, if the incumbent cable operator has existing unsatisfied obligations under the franchise to remit to the local entity any cash payments for the ongoing capital costs of public educational and governmental access channel facilities, the local entity shall divide those cash payments among all cable or video providers as provided in this section. The fee shall be the holder's pro rata per subscriber share of the cash payment required to be paid by the incumbent cable operator to the local entity for the capital costs of ~~public, educational, and governmental access~~ *PEG* channel facilities.

(*l*) In determining the fee on a pro rata per subscriber basis, all cable and video service providers shall report, for the period in question, to the local entity the total number of subscribers served ~~with~~ *within* the local entity's jurisdiction, which shall be treated as confidential by the local entity and shall be used only to derive the per subscriber fee required by this section. The local entity shall then determine the payment due from each provider based on a per subscriber basis for the period by multiplying the unsatisfied cash payments for the ongoing capital costs of ~~public, educational, and governmental access~~ *PEG* channel facilities by a ratio of the reported subscribers of each provider to the total subscribers within the local entity as of the end of the period. The local entity shall notify the respective providers, in writing, of the resulting pro rata amount. After the notice, any fees required by this section shall be remitted to the applicable local entity quarterly, within 45 days after the end of the quarter for the preceding calendar quarter, and may only be used by the local entity as authorized under federal law.

(m) If there is no incumbent cable operator, or upon the expiration of the incumbent cable operator's franchise, a local entity may, by ordinance, establish a fee to support the capital costs of ~~public, educational, and governmental access~~ *PEG* channel facilities and to support institutional network facilities. The fee shall not exceed the per subscriber fee paid under subdivision (k), if such a fee was paid, or 1 percent of the holder's gross revenues, as defined in Section 53058.4, earned in the local entity, whichever is lower. For purposes of administration, the fee shall be deposited in a special fund established by the local entity to be used for purposes allowed under federal law.

(n) The following services shall continue to be provided by the incumbent cable operator that was furnishing services pursuant to a franchise until January 1, 2008, or until the term of the franchise expires, whichever is later:

(1) PEG production or studio facilities.

(2) Institutional network capacity, however defined or referred to in the incumbent cable operator's franchise, but generally referring to a private line data network capacity for use by the local entity for noncommercial purposes.

(3) Cable services to community public buildings, such as municipal buildings and public schools.

(o) The holder of a state franchise may recover the amount of any fee remitted to a local entity under this section by billing a recovery fee as a separate line item on the regular bill of each subscriber.

(p) A court of competent jurisdiction shall have exclusive jurisdiction to enforce any requirement under this section or resolve any dispute regarding the requirements set forth in this section, and no provider may by barred from the provision of service or be required to terminate service as a result of that dispute or enforcement action.

53058.6. Holders of state franchises shall comply with the Emergency Alert System requirements of the Federal Communications Commission in order that emergency messages may be distributed over the holder's network.

53058.7. (a) The local entity shall allow the holder of a state franchise under this article to install, construct, and maintain a network within public rights-of-way under the same terms and

conditions as applicable to telephone corporations, as defined under Section 234 of the Public Utilities Code, under applicable state and federal law.

(b) A local entity may not enforce against the holder of a state franchise any rule, regulation, or ordinance that purports to allow the local entity to purchase or force the sale of a network.

53058.8. (a) A cable operator or video service provider that has been granted a state franchise under this article may not discriminate against or deny access to service to any group of potential residential subscribers because of the income of the residents in the local area in which the group resides~~, as required by Section 541(a)(3) of Title 47 of the United States Code.~~.

~~(b) It is the intent of the Legislature that the principles for competition in the provision of video service will require a level playing field to assure that competition is fair, will require widespread build-out of state-of-the-art services so that competition can benefit the greatest number of customers, and will prohibit discrimination, redlining, and service abandonment so that a lack of competition will not be detrimental to customers.~~

(b) Holders with more than 500,000 telephone customers in California satisfy this section if all of the following conditions are met:

(1) Within three years after it begins providing video service under this article, at least 25 percent of households with access to the holder's video service are low income households.

(2) Within five years after it begins providing video service under this article, at least 30 percent of the households with access to the holder's video service are low income households.

(c) Holders with less than 500,000 telephone customers in California satisfy this section if any of the following conditions is met:

(1) When the holder is a telephone service provider of last resort, as determined by the California Public Utilities Commission, and is offering service within its telephone service area, the holder shall offer video service to all customers within their telephone service area within a reasonable time, as determined by the state franchising authority. However, the state franchising authority shall not require the holder to offer services when the cost to provide service is substantially above the average cost of providing service in that community. If the

holder is offering service outside its telephone service area, then no additional requirement applies.

(2) When the holder is not a telephone service provider of last resort, the holder offers video service to an entire municipality in a manner and sequence negotiated with that municipality that is predicated on the success of the holder in attracting customers.

(3) When the holder is offering video service and there is no other video service being offered, other than direct-to-home satellite service, no additional requirement applies.

(d) For holders with more than 500,000 telephone customers in California, either of the following shall apply:

(1) If the holder is deploying fiber optic facilities to the customer's premise, the holder shall provide access to its video service to a number of households at least equal to 25 percent of the customer households in the holder's telephone service area within two years after it begins providing video service under this article, and to a number at least equal to 40 percent of those households within five years.

(2) If the holder is not deploying fiber optic facilities to the customer's premise, the holder shall provide access to its video service to a number of households at least equal to 35 percent of the households in the holder's telephone service area within three years after it begins providing video service under this article, and to a number at least equal to 50 percent of these households within five years.

A holder shall not be required to meet the 40 percent requirement in paragraph (1) or the 50 percent requirement in paragraph (2) until two years after at least 30 percent of the households with access to the holders video service subscribe to it for six consecutive months.

(e) (1) After two years, the holder may apply to the state franchising authority for a waiver of the requirements of subdivision (b), (c), or (d). Notice of this application shall also be provided to the telephone customers of the holder, the Secretary of the Senate, and the Chief Clerk of the Assembly.

(2) Upon application, the franchising authority shall hold public hearings in the telephone service area of the applicant.

(3) In reviewing the failure to satisfy the obligations contained in subdivision (b), (c), or (d), the franchising authority shall

consider reasonable technical, economic, and operational factors, including, but not limited to, all of the following:

(i) The ability of the holder to obtain access to rights-of-way under reasonable terms and conditions.

(ii) The degree to which developments or buildings are not subject to competition because of existing exclusive arrangements.

(iii) The degree to which developments or buildings are inaccessible using reasonable technical solutions under commercially reasonable terms and conditions.

(4) The franchising authority may grant the waiver only if the holder has made substantial and continuous effort to meet the requirements of subdivision (b), (c), or (d). If a waiver is granted the franchising authority shall establish new requirements.

(f) Local governments may bring complaints to the state franchising authority that a holder is not offering video service as required by this article, or the state franchising authority may open an investigation on its own motion. The state franchising authority shall hold public hearings before issuing a decision.

(g) If the state franchising authority finds that the holder is in violation of this article, it may, in addition to any other remedies provided by law, impose a fine not to exceed 1 percent of the holder's total monthly gross revenue received from provision of video service in the state each month from the date of the decision until the date that compliance is achieved.

(h) If a court finds that the holder of the state franchise is in violation of this section, the holder's state franchise shall immediately terminate and the court shall, in addition to any other remedies provided by law, impose a fine not to exceed 1 percent of the holder's total gross revenue of its entire cable and service footprint in the state in the full calendar month immediately prior to the decision.

(i) As used in this section, the following definitions shall apply:

(1) "Household" means consistent with the United States Census Bureau, as a house, an apartment, a mobile home, a group of rooms, or a single room that is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other

persons in the building and which have direct access from the outside of the building or through a common hall.

(2) "Low income household" means as those residential households located within the holder's existing telephone service area where the average annual household income is less than $35,000 based on the United States Census Bureau estimates adjusted annually to reflect rates of change and distribution through January 1, 2007.

(3) "Customer's household" means as those residential households located within the holder's existing telephone service area that are customers of the service by which that telephone service area is defined.

(4) "Access" means that the holder is capable of providing video service at the household address using any technology that provides two way broadband capability and comparable video programming, content and functionality regardless of whether any customer has ordered service or whether the owner or landlord or other responsible person has granted access to the household.

(j) Nothing in this section shall be construed to require a holder to provide video service outside its wireline footprint or to match the existing cable franchise territory of any cable provider.

53058.9. (a) The holder of a state franchise shall comply with the provisions of Sections 53055, 53055.1, 53055.2, and 53088.2, and any other customer service standards pertaining to the provision of video service required to be enforced by federal law, adopted by the department pursuant to subdivision (q) of Section 53088.2, or adopted by subsequent enactment of the Legislature.

(b) The local entity shall enforce all of the customer service and protection standards of this section with respect to complaints received from residents within the local entity's jurisdiction, but it may not adopt or seek to enforce any additional or different customer service or other performance standards under Section 53055.3, subdivision (q), (r), or (s) of Section 53088.2, or any other authority or provision of law.

(c) The local entity may, by ordinance, provide a schedule of penalties for the material breach by a holder of a state franchise of this section. No monetary penalties shall be assessed for a

material breach if the breach is out of the reasonable control of the holder. Further, no monetary penalties may be imposed prior to ~~the effective date of this section~~ *January 1, 2007*. Any schedule of monetary penalties adopted pursuant to this section shall in no event exceed two hundred dollars ($200) for each day of each material breach, not to exceed six hundred dollars ($600) for each occurrence of material breach. However, if a material breach of this section has occurred, and the city, county, or city and county has provided notice and a fine or penalty has been assessed, ~~in~~ *and if* a subsequent material breach of the same nature ~~occurring~~ *occurs* within 12 months, the penalties may be increased by the city, county, or city and county to a maximum of four hundred dollars ($400) for each day of each material breach, not to exceed one thousand two hundred dollars ($1,200) for each occurrence of the material breach. If a third or further material breach of the same nature occurs within those same 12 months, and the city, county, or city and county has provided notice and a fine or penalty has been assessed, the penalties may be increased to a maximum of one thousand dollars ($1,000) for each day of each material breach, not to exceed three thousand dollars ($3,000) for each occurrence of the material breach. With respect to video providers subject to a franchise or license, any monetary penalties assessed under this section shall be reduced dollar for dollar to the extent any liquidated damage or penalty provision of a current cable television ordinance, franchise contract, or license agreement imposes a monetary obligation upon a video provider for the same customer service failures, and no other monetary damages may be assessed.

(d) If the local entity adopts a schedule of monetary penalties, the following procedures shall be followed:

(1) The local entity shall give the video provider written notice of any alleged material breaches of the consumer service standards of this ~~division~~ *article* and allow the video provider at least 30 days from receipt of the notice to remedy the specified breach.

(2) A material breach for the purposes of assessing penalties shall be deemed to have occurred for each day, following the expiration of the period specified in paragraph (1), that any material breach has not been remedied by the video provider, irrespective of the number of customers affected.

(e) This section shall not preclude a party affected by this section from utilizing any judicial remedy available to that party without regard to this section. Actions taken by a local legislative body, including a franchising authority, pursuant to this section shall not be binding upon a court of law. For this purpose, a court of law may conduct de novo review of any issues presented.

53058.10. (a) The holder of a state franchise shall perform background checks of applicants for employment, according to current business practices.

(b) A background check equivalent to that performed by the holder shall also be conducted on all of the following:

(1) Persons hired by a holder under a personal service contract.

(2) Independent contractors and their employees.

(3) Vendors and their employees.

(c) Independent contractors and vendors shall certify that they have obtained the background checks required pursuant to subdivision (f), and shall make the background checks available to the holder upon request.

(d) Except as otherwise provided by contract, the holder of a state franchise shall not be responsible for administering the background checks and shall not assume the costs of the background checks of individuals who are not applicants for employment of the holder.

(e) (1) Subdivision (a) only applies to applicants for employment for positions that would allow the applicant to have direct contact with or access to the holder's network, central office, or customer premises, and perform activities that involve the installation, service, or repair of the holder's network or equipment.

(2) Subdivision (b) only applies to ~~person~~ *persons* that have direct contact with or access to the holder's network, central office, or customer premises, and perform activities that involve the installation, service, or repair of the holder's network or equipment.

(f) This section does not apply to temporary workers performing emergency functions to restore the network of a holder to its normal state in the event of a natural disaster or an emergency that threatens or results in the loss of service.

53058.11. (a) A holder of a state franchise employing more than 750 total employees *in California* shall annually report to the department all of the following:

(1) The number of California residents employed by the holder, calculated on a full-time or full-time equivalent basis.

(2) The percentage of the holder's total domestic workforce, calculated on a full-time or full-time equivalent basis.

(3) The types and numbers of jobs by occupational classification held by residents of California employed by holders of state franchises and the average pay and benefits of those jobs and, separately, ~~the number of corporations headquartered outside of California.~~

~~(4) The number of California and separately,~~ the number of out-of-state residents employed by independent contractors, companies, and consultants hired by the holder, calculated on a full-time or full-time equivalent basis, when the holder ~~has obtained this information upon requesting it from the independent contractor, company, or consultant, and the holder~~ is not contractually prohibited from disclosing the information to the public. This paragraph applies only to those employees of an independent contractor, *company,* or consultant that are personally providing services to the holder, and does not apply to employees of an independent contractor, *company,* or consultant not personally performing services for the holder.

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(4) The ~~holder~~ *number* of net new positions proposed to be created directly by the holder of a state franchise during the upcoming year by occupational classifications and by category of full-time, part-time, temporary, and contract employees.

(b) The department shall annually report the information required to be reported by holders of state franchises pursuant to subdivision (a), to the Assembly Committee on Utilities and Commerce and the Senate Committee on Energy, Utilities and Communications, or their successor committees, and within a reasonable time thereafter, shall make the information available to the public on its Internet Web site.

53058.12. (a) The provisions of this article are intended to be consistent with the ~~Federal~~ *federal* Cable Act (47 U.S.C. Sec. 521 et seq.).

(b) Nothing in this section shall be interpreted to prevent a voice provider, cable operator or video service provider, or local entity from seeking clarification of its rights and obligations under federal law or from exercising any right or authority under federal or state law.

SEC. 2. Section 107.7 of the Revenue and Taxation Code is amended to read:

107.7. (a) When valuing possessory interests in real property created by the right to place wires, conduits, and appurtenances along or across public streets, rights-of-way, or public easements contained in a cable television franchise or license granted pursuant to *Section 53058.3 or* Section 53066 of the Government Code (a "cable television possessory interest"), the assessor shall value these possessory interests consistent with the requirements of Section 401. The methods of valuation shall include, but not be limited to, the comparable sales method, the income method (including, but not limited to, capitalizing rent), or the cost method.

(b) (1) The preferred method of valuation of a cable television possessory interest is capitalizing the annual rent, using an appropriate capitalization rate.

(2) For purposes of this section, the annual rent shall be that portion of that franchise fee received by the franchising authority that is determined to be payment for the cable television possessory interest for the actual remaining term or the reasonably anticipated term of the franchise or license or the appropriate economic rent. If the assessor does not use a portion of the franchise fee as the economic rent, the resulting assessments shall not benefit from any presumption of correctness.

(c) If the comparable sales method, which is not the preferred method, is used by the assessor to value a cable television possessory interest when sold in combination with other property including, but not limited to, intangible assets or rights, the resulting assessments shall not benefit from any presumption of correctness.

(d) Intangible assets or rights of a cable television system are not subject to ad valorem property taxation. These intangible assets or rights, include, but are not limited to: franchises or licenses to construct, operate, and maintain a cable television

system for a specified franchise term (excepting therefrom that portion of the franchise or license which grants the possessory interest), subscribers, marketing, and programming contracts, nonreal property lease agreements, management and operating systems, a work force in place, going concern value, deferred, startup, or prematurity costs, covenants not to compete, and goodwill. However, a cable television possessory interest may be assessed and valued by assuming the presence of intangible assets or rights necessary to put the cable television possessory interest to beneficial or productive use in an operating cable television system.

(e) Whenever any change in ownership of a cable television possessory interest occurs, the person or legal entity required to file a statement pursuant to Section 480, 480.1, or 480.2, shall, at the request of the assessor, provide as a part of that statement the following, if applicable: confirmation of the sales price; allocation of the sales price among the counties; and gross revenue and franchise fee expenses of the cable television system by county. Failure to provide this information shall result in a penalty as provided in Section 482, except that the maximum penalty shall be five thousand dollars ($5,000).

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

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