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

AMENDED AGENDA

City Hall
David B. Roberts Council Chambers
2729 Prospect Park Drive, Rancho Cordova

Monday, August 7, 2006

5:00 P.M. – Closed Session
5:30 P.M. – Regular Meeting

CLOSED SESSION

Council will Meet in Closed Session for the Following Purpose:

A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9 (a) – City of Rancho Cordova vs. County of Sacramento

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 Steve Curran, Mayhew Community Baptist Church will give the invocation.

Closed Session Report

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

Presentation(s)

2. Introduction of New Employees
3. Presentation Commemorating 50th Anniversary of Sister Cities International
4. Recognition of Mayor McGarvey's Birthday.

ORAL COMMUNICATIONS

5. **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

6. **Subject:** Minutes of City Council Meetings:
   a. Regular Meeting of February 21, 2006
   b. Regular Meeting of March 6, 2006
   c. Regular and Special Meeting of March 20, 2006
   d. Special Meeting of April 25, 2006
   e. Special Meeting of July 10, 2006

   Recommendation: Adopt Minutes.

7. **Subject:** The Preserve - Special Planning Area Rezone, Tentative Subdivision Map and Development Agreement; RC-03-052.
   Recommendation: That Council:
   (a) Waive second readings and introduce Ordinance No. 40-2006 approving the Special Planning Area Rezone and Ordinance No. 41-2006 accepting the terms of the draft Development Agreement **(Roll Call Vote)**
   (b) Adopt Resolution No. 108-2006 approving the Tentative Subdivision Map.
   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

8. **Subject:** Mather Field Road – Highway 50 Interchange Landscaping Project Award of Contract
   Recommendation: Award the Mather Field Road – Highway 50 Interchange Landscaping Project to the lowest responsive bidder, Watkin & Bortolussi, Inc., in the amount of $1,860,479.40
   Result of Recommended Action: Watkin & Bortolussi, Inc. will furnish all labor, materials, and equipment for the landscaping and irrigation, removing/replacing curb, gutter, gore pavement, installing contrasting pavement, and asphalt repair in the Mather Field Road – Highway 50 Interchange. Construction will begin in September 2006 upon City Council approval and will be completed in the Spring of 2007.
   Staff Report: Cyrus Abhar and Kathy Garcia, Public Works Department
   Advances Goal: 1

9. **Subject:** Resolution Declaring the Result of Mail Ballot Election Regarding the Special Tax for Police Services for Special Police Tax Area Zone 2A (Sundance Subdivision); RC-04-122.
   Recommendation: Adopt Resolution No. 145-2006.
   Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 2A, 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 Sundance 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 37 (Grantline 208 Subdivision); RC-04-064.
    Recommendation: Adopt Resolution No. 146-2006.
    Result of Recommended Action: Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 37, 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 Grantline 208 Subdivision.
    Staff Report: Adam Lindgren, City Attorney's Office
    Advances Goals: 5 and 10

11. **Subject:** Resolution Approving Subdivision No. RC-05-157 Final Map of Anthology at Anatolia and Execute Subdivision Improvement Agreement
    Recommendation: Adopt Resolution No. 126-2006
    Result of Recommended Action: Approval will result in the city entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with CH (Anatolia I), L.P., a California Limited Partnership and the recording of the final subdivision map creating 118 new residentially zoned lots, located on the south side of Douglas Road approximately 894 feet east of Sunrise Boulevard.
    Staff Report: Cyrus Abhar and Marilyn Phelps, Public Works Department.
    Advances Goals: 3 and 6

12. **Subject:** A Resolution Accepting Two Easements for Right of Way and One Easement for Light and Air, from Buzz Oates Development, L.P., which were previously granted to the County of Sacramento
    Recommendation: Adopt Resolution No. 147-2006

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Result of Recommended Action: Adoption of this resolution will result in the City's acceptance of three easements that were granted to the County of Sacramento pursuant to County conditions attached to an application for a parcel to be certified as lawful. Since the time these conditions were imposed, the City of Rancho Cordova has incorporated resulting in the proper grantee for the three easements to be the City and not the County.
Staff Report: Cyrus Abhar, Public Works Department and Adam Lindgren, City Attorney's Office
Advances Goals: 2 and 7

13. **Subject:** Designation of Voting Delegate and Alternate for 2006 League Annual Conference – September 6-9, San Diego.
Recommendation: Adopt Resolution No. 114-2006, designating a Voting Delegate and an Alternate for the 2006 League Annual Conference.
Result of Recommended Action: The Voting Delegate and/or Alternate will be able to represent the City by Voting at the Annual Business Meeting of the League of California Cities.
Staff Report: Lillian Hare, City Clerk's Department
Advances Goal: 12

14. **Subject:** Resolution Approving and Executing the Granting of an Easement for Water Pipeline to Sacramento County Water Agency Through a Drainage Channel Owned in Fee by the City of Rancho Cordova
Recommendation: Adopt Resolution No. 142-2006
Result of Recommended Action: Approval of this recommended action will result in the City granting an easement for a water pipeline to the Sacramento County Water Agency through property owned in fee by the City to provide water service to the proposed Anatolia Fire Station.
Staff Report: Cyrus Abhar and Marilyn Phelps, Public Works Department
Advances Goals: 3 and 6

15. **Subject:** Resolution Approving Subdivision No. RC-04-123.2 Final Map of Capital Village Phase II, Consisting of 187 Proposed Lots, Located Between International Drive and Disc Drive at Prospect Park Drive and Execute Subdivision Improvement Agreement
Recommendation: Adopt Resolution No. 143-2006
Result of Recommended Action: Approval of this recommended action will result in the City entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Beazer Homes Holdings Corp., a Delaware Corporation and the recording of the final subdivision map creating 187 new residentially zoned lots.
Staff Report: Cyrus Abhar and Marilyn Phelps, Public Works Department
Advances Goals: 3 and 6

16. **Subject:** Resolution Approving Subdivision No. RC-03-003.02 Final map of Anatolia III, Village 23, Consisting of 116 Proposed Lots, Located at the Northwest Corner of Jaeger Road and Kiefer Road and Execute Subdivision Improvement Agreement.
Recommendation: Adopt Resolution No. 144-2006
Result of Recommended Action: Approval of this recommended action will result in the City entering into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities with Lennar Renaissance, Inc., a California Corporation and the recording of the final subdivision map creating 116 new residentially zoned lots.
Staff Report: Cyrus Abhar and Marilyn Phelps, Public Works Department

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Advances Goals: 3 and 6

17. **Subject:** Resolution in Support of Proposition 86 – The Tobacco Tax of 2006
Recommendation: Adopt Resolution No. 148-2006
Result of Recommended Action: Adoption of the resolution supports the Coalition for a Healthy California's initiative intended to reduce smoking, especially among children, and fund critical health care priorities such as disease prevention, medical research, children's health insurance, and emergency room care.
Staff Report: Anna Olea-Moger, City Clerk's Department
Advances Goals: 3, 8, and 12

18. **Subject:** Approve Amendment to California Public Employees' Retirement System Contract
Recommendation: That Council:
(a) Adopt Resolution No. 151-2006
(b) Waive first reading introduce Ordinance No. 49-2006 **(Roll Call Vote)**
Result of Recommended Action: The City will have the ability to provide 2 years of additional retirement service credit to employees whose positions are eliminated due to a reduction and re-structuring of positions within their department(s).
Staff Report: Lillian Hare, City Clerk's Department
Advances Goal: 11

19. **Subject:** Resolution Authorizing Application to the State Department of Industrial Relations for Certificate of Consent to Self-Insure Workers' Compensation Liabilities
Recommendation: Adopt Resolution No. 153-2006
Result of Recommended Action: Action will allow the City Manager authorization to make application to the State of California Industrial Relations Department for a certificate of consent to self-insure workers' compensation liabilities.
Staff Report: Bill Thomas, Finance Department
Advances Goals: 3 and 10

CONSENT PUBLIC HEARING ITEMS – ROLL CALL VOTE

20. **Subject:** Ellenwood Condominiums RC-05-148 Development Agreement.
Recommendation: Waive first reading and introduce Ordinance No. 48-2006 approving the Development Agreement for the Ellenwood Condominiums. **(Roll Call Vote)**
Result of Recommended Action: The Development Agreement will allow the project to record the final map and obtain the Department of Real Estate clearance for condominiums. The project will be supporting the City by providing a special tax for police services and providing funds to Cordova Recreation and Parks District to improve existing parks within the community.
Staff Report: William Campbell, Planning Department
Advances Goals: 6 and 10

21. **Subject:** Bramano Hotel RC-06-237 Design Review.
Recommendation: That Council determine the project is Categorically Exempt under Section 15301, Existing Facilities of the California Environmental Quality Act (CEQA) Guidelines, and adopt Resolution No. 145-2006.
Result of Recommended Action: Approval will allow the applicant to make exterior improvements to the Bramano Hotel. This includes new paint, upgraded spa facilities, a stamped concrete driveway, canopy entryway, and new landscaping.

Staff Report: Anne Hersch, Planning Department
Advances Goal: 1

22. **Subject:** Elections on the Proposition of Amending the Rate and Method of Apportionment and Authorized Facility and Resources for CFD's 2004-1 and 2005-1
Recommendation: Continue the public hearing and elections to September 5, 2006 at the request of the developer.
Result of Recommended Action: No action to be taken on August 7.
Staff Report: Bill Thomas, Finance Department
Advances Goals: 5, 7 and 10

REGULAR CALENDAR ITEMS

23. **Subject:** 2006 Rancho Cordova Pavement Rehabilitation Project Award of Contract
Recommendation: Award 2006 Rancho Cordova Pavement Rehabilitation Project to the lowest responsive bidder.
Result of Recommended Action: The lowest responsive bidder will furnish all labor, materials, and equipment for the placement of rubberized asphalt concrete pavement overlay, for the removal and replacement of curb, gutter and sidewalk improvements, for the installation of sidewalk ramps, storm drainage inlets, storm drain pipes and thermoplastic pavement striping and marking and for asphalt pavement removal and reconstruction within the limits of work. Construction will begin in the Spring of 2007.
Staff Report: Cyrus Abhar and Kathy Garcia, Public Works Department
Advances Goals: 1 & 2

24. **Subject:** Creation of the Sacramento Central Groundwater Authority and Appointment of City Representatives.
Recommendation: Adopt Resolution No. 146-2006.
Result of Recommended Action: Adoption would authorize creation of the Sacramento Central Groundwater Authority (SCGA) through execution of a joint powers agreement (JPA). In addition, adoption will authorize appointment of City and Golden State Water Company representatives to the SCGA governing board. Signatories to the JPA would consist of the Cities of Rancho Cordova, Elk Grove, Folsom, Sacramento and the County of Sacramento. Fiscal impact to the City of Rancho Cordova would be $10,000 per year to pay the City's share of ongoing data collection, analysis and reporting. The total cost would be paid collectively by all members of the board and is estimated to be $278,000 per year.
Staff Report: Cyrus Abhar and Albert Stricker, Public Works Department
Advances Goals: 1, 3, 5, 7, 9 and 12

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)	
13.	Continue To Provide Regional Leadership
1.	Foster a Positive Image of Rancho Cordova
2.	Improve Transportation & Connectivity
3.	Champion Employee Development & High Performance Work Environment
4.	Ensure the Availability of the Best Public Services in the Region
5.	Establish a Vibrant Downtown
6.	Ensure a Safe Community
7.	Improve the Quality of Housing In Rancho Cordova
8.	Sustain a Livable Community
9.	Drive Diverse Economic Opportunities
10.	Foster Responsible Citizenship
11.	Practice Sound Fiscal Management
12.	Establish Logical (City) Boundaries

UPCOMING MEETINGS	
Monday, August 21, 2006	***Regular Meeting Cancelled***
Wednesday, August 23, 2006	***5:30 p.m. – Work Session on Folsom Blvd. Specific Plan Update***
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***
Monday, October 2, 2006	***4:00 p.m. – Study Session To Be Determined 5:30 p.m. – Regular Meeting***
Monday, October 16, 2006	***5:30 p.m. – Regular Meeting***
Tuesday, October 24, 2006	***5:30 p.m. – Work Session – Joint Meeting with Cordova Recreation and Park District***
Monday, October 30, 2006	***5:30 p.m. – Work Session***

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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) 851-8720 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 August 7, 2006 Regular Meeting of the City Council/CRA/RCFC was posted and available for review on August 3, 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 3rd day of August 2006 at Rancho Cordova, California.

Brenda Lehr, Deputy City Clerk

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

City Hall – Community Board Room
2729 Prospect Park Drive, Rancho Cordova

Monday, August 7, 2006

5:00 P.M. – Closed Session

AGENDA AMENDMENT

The following item has been added to the Regular City Council Meeting on Monday, August 7, 2006:

CLOSED SESSION

Council will Meet in Closed Session for the Following Purpose:

A. Conference with Legal Counsel – Existing Litigation – Government Code Section 54956.9 (a) – City of Rancho Cordova vs. County of Sacramento

CERTIFICATION OF POSTING OF AGENDA

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Signed this 4th day of August 2006 at Rancho Cordova, California.

Brenda Lehr, Deputy City Clerk

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

Monday, August 7, 2006
5:30 P.M. – Regular Meeting

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. Mayor McGarvey will ask someone to give the invocation.

Presentation(s)

2. Introduction of New Employees
3. Presentation Commemorating 50th Anniversary of Sister Cities International
4. Recognition of Mayor McGarvey's Birthday.

ORAL COMMUNICATIONS

5. **Public Comment**

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CONSENT CALENDAR ITEMS – ROLL CALL VOTE

6. **Subject:** Minutes of City Council Meetings:
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   d. Special Meeting of April 25, 2006
   e. Special Meeting of July 10, 2006

   Recommendation: Adopt Minutes.

7. **Subject:** The Preserve - Special Planning Area Rezone, Tentative Subdivision Map and Development Agreement; RC-03-052.
   Recommendation: That Council:
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   Advances Goals: 1, 2, 6 and 7

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Advances Goal: 12

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CONSENT PUBLIC HEARING ITEMS – ROLL CALL VOTE

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24. **Subject:** Creation of the Sacramento Central Groundwater Authority and Appointment of City Representatives.
Recommendation: Adopt Resolution No. 146-2006.
Result of Recommended Action: Adoption would authorize creation of the Sacramento Central Groundwater Authority (SCGA) through execution of a joint powers agreement (JPA). In addition, adoption will authorize appointment of City and Golden State Water Company representatives to the SCGA governing board. Signatories to the JPA would consist of the Cities of Rancho Cordova, Elk Grove, Folsom, Sacramento and the County of Sacramento. Fiscal impact to the City of Rancho Cordova would be $10,000 per year to pay the City's share of ongoing data collection, analysis and reporting. The total cost would be paid collectively by all members of the board and is estimated to be $278,000 per year.
Staff Report: Cyrus Abhar and Albert Stricker, Public Works Department
Advances Goals: 1, 3, 5, 7, 9 and 12

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)	
13.	Continue To Provide Regional Leadership
1.	Foster a Positive Image of Rancho Cordova
2.	Improve Transportation & Connectivity
3.	Champion Employee Development & High Performance Work Environment
4.	Ensure the Availability of the Best Public Services in the Region
5.	Establish a Vibrant Downtown
6.	Ensure a Safe Community
7.	Improve the Quality of Housing In Rancho Cordova
8.	Sustain a Livable Community
9.	Drive Diverse Economic Opportunities
10.	Foster Responsible Citizenship
11.	Practice Sound Fiscal Management
12.	Establish Logical (City) Boundaries

UPCOMING MEETINGS	
Monday, August 21, 2006	***Regular Meeting Cancelled***
Wednesday, August 23, 2006	***5:30 p.m. – Work Session on Folsom Blvd. Specific Plan Update***
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***
Monday, October 2, 2006	***4:00 p.m. – Study Session To Be Determined 5:30 p.m. – Regular Meeting***
Monday, October 16, 2006	***5:30 p.m. – Regular Meeting***
Tuesday, October 24, 2006	***5:30 p.m. – Work Session – Joint Meeting with Cordova Recreation and Park District***
Monday, October 30, 2006	***5:30 p.m. – Work Session***

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

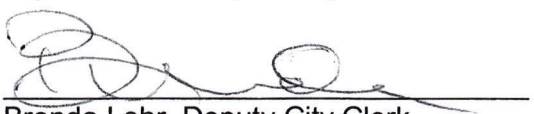
The Rancho Cordova City Council/CRA/RCFC will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, SureWest and Strategic Technologies Cable Systems. Tune to Metro Cable Channel 14, for playback times. It will be webcast 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) 851-8720 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 August 7, 2006 Regular Meeting of the City Council/CRA/RCFC was posted and available for review on August 3, 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 3rd day of August 2006 at Rancho Cordova, California.



Brenda Lehr, Deputy City Clerk

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

City Council Chambers
2729 Prospect Park Drive, Rancho Cordova

Tuesday, February 21, 2006

4:00 P.M. – Closed Session
5:30 P.M. – Regular Meeting

MINUTES

CLOSED SESSION

Council Adjourned to Closed Session at 4:00 p.m. for the Following Purpose:

1. Personnel – Public Employee Annual Performance Evaluation (Government Code Section 54957) Title: City Attorney

Present in Closed Session were Council Members Budge, Cooley, Sander, Skoglund, and Mayor McGarvey; City Attorney Steve Meyers and Assistant City Attorney Adam Lundgren.

ADJOURN TO REGULAR MEETING

REGULAR MEETING

Call to Order

Mayor McGarvey called the meeting to order at 5:32 p.m., welcomed everyone to the new Council Chambers, and announced the cablecast playback schedule.

Present: Council Members Budge, Cooley, Sander, Skoglund, & Mayor McGarvey
Staff Present: Gaebler, Hare, Meyers, Olea-Moger, Lindgren, Abhar, Junker, Campbell, McMahon, Thomas, Carney, Trimberger, Garcia

Report from Closed Session

The Mayor reported Council conducted its annual evaluation of City Attorney services and concluded the service delivery was excellent.

Pledge of Allegiance

Brandon McCaskey of Cub Scout Pack 28 Den 4 led the Pledge of Allegiance.

AGENDA ITEM # 6

Invocation

2. Reverend Roland Stringfellow, Metropolitan Community Church, gave the invocation.

Presentation

3. New Staff Introductions:
   Jeanette Cervantes, Customer Service Specialist
   Mark Thomas, Associate Civil Engineer
   Todd Humphrey, Facilities Services Manager
   Moni Ebrahimi, Attorney
   Jose Sanchez, Attorney

ORAL COMMUNICATIONS

4. **Public Comment:**

   There were no speakers.

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Budge second by Cooley and unanimously carried by 5:0 roll call vote, Council approved the Consent Calendar with the exception of Item #7 that was pulled for separate discussion.

5. **Subject:** Minutes of City Council Meetings
   a. Special Meeting of November 1, 2005
   b. Regular Meeting of January 17, 2006

6. **Subject:** Second Reading of Ordinance No. 01-2006 Zoning Text Amendment Revisions Changing the Functions of "Zoning Administrator" to "Planning Director" and Deletion of Irrelevant Zoning Code Sections.
   Recommendation: Waive second reading and adopt Ordinance No. 01-2006. **(Roll Call Vote)**
   Result of Recommended Action: The changes will result in faster approvals of minor permits that are now heard by the Planning Commission. It also removes provisions from the Code that do not apply to the City.
   Staff Responsible: Paul Junker, Planning

8. **Subject:** Sidewalk Maintenance Project 2006.
   Recommendation: Award $93,900 contract to Vanguard Construction for the repair of damaged gutters and sidewalks.
   Result of Recommended Action: Vanguard Construction will replace damaged gutters and sidewalks in approximately 19 locations throughout the City. Construction will begin in March 2006 and be done in May 2006.
   Staff Responsible: Cyrus Abhar, Public Works

9. **Subject:** Resolution Authorizing Execution of the Rubberized Asphalt Concrete Incentive Grant.

Recommendation: Adopt Resolution No. 18-2006.
Result of Recommended Action: Approval will authorize the City to apply for $170,000 in State grants to pay for rubberized asphalt concrete overlay for eight roads in the City.
Staff Responsible: Cyrus Abhar, Public Works

10. **Subject:** Resolution Approving Subdivision No. RC-03-002.0 Final Map of a Large Lot Map of North Douglas and Execute Subdivision Improvement Agreement.
Recommendation: Adopt Resolution No. 17-2006.
Result of Recommended Action: The action creates a new 8-lot subdivision and authorizes the City to enter into a Subdivision Improvement Agreement guaranteeing the construction of public roads and utilities by the developer within the subdivision.
Staff Responsible: Cyrus Abhar, Public Works

11. **Subject:** Final Map Approval for Subdivision No. RC-04-096 a Large Lot Map for Sunridge Park Phase II Located on South Side of Douglas Blvd, East of Jaeger Road.
Recommendation: Approve the Final Map.
Result of Recommended Action: The action will result in the City recording the final subdivision map creating ten new lots.
Staff Responsible: Cyrus Abhar, Public Works

12. **Subject:** Resolution Authorizing City Manager to Purchase Four Trucks, Not to Exceed $70,000, from Folsom Lake Ford for Building and Safety Activities.
Recommendation: Adopt Resolution No. 21-2006.
Result of Recommended Action: The action will allow waiving of the formal bidding procedures and purchasing of four trucks under the existing State of California award.
Staff Responsible: Bill Thomas, Finance

The following item was pulled for separate discussion:

7. **Subject:** Second Reading of Ordinance No. 05-2006 Levying Special Tax Within Community Facilities District No. 2005-2 (Landscape Maintenance).
Recommendation: Waive second reading and adopt Ordinance No. 05-2006. **(Roll Call Vote)**
Result of Recommended Action: The action will authorize a special tax that will pay for landscape maintenance services within the Capital Village subdivision. The tax will be paid solely by property owners in Capital Village.
Staff Responsible: Cyrus Abhar, Public Works

ACTION: Motion by Sander second by Budge and carried by 5:0 roll call vote, Council adopted Ordinance No. 05-2006.

CONSENT PUBLIC HEARING ITEM

Mayor McGarvey opened the Consent Public Hearing. There were no speakers. Mayor McGarvey closed the Consent Public Hearing.

ACTION: Motion by Sander second by Budge and carried by 5:0 roll call vote, Council adopted Resolution No. 20-2006.

13. **Subject**: Resolution to Utilize State Citizen's Option for Public Safety Program Funds (COPS).
Recommendation: Adopt Resolution No. 20-2006.

Result of Recommended Action: The action will provide an additional budget appropriation of $151,522 for fiscal year 2006 in the Police Department budget and comply with State mandates for an adopted plan for expenditure of State Supplemental Law Enforcement Funds.
Staff Responsible: Bill Thomas, Finance

PUBLIC HEARING ITEM

14. **Subject:** SunRidge East – Project No. RC-04-124 - General Plan Amendment, Specific Plan Amendment, Rezoning, Tentative Maps, and Development Agreements for Four Subdivisions, Known as Douglas 98 RC-03-025, Grant Line 208 RC-04-064, Arista Del Sol RC-04-077 and Douglas 103 RC-04-134.
Recommendation:
a. Adopt Resolution No. 16-2006, approving the Mitigated Negative Declaration, and the General Plan Amendment; and
b. Waive first reading and introduce Ordinance No. 08-2006, amending the Specific Plan and approving the Rezone of the SunRidge East Projects, within the SunRidge Specific Plan **(Roll Call Vote)**; and
c. Adopt Resolution No. 12-2006 for Douglas 103, Resolution No. 13-2006 for Douglas 98, Resolution No. 14-2006 for Grant Line 208 and Resolution No. 15-2006 for Arista del Sol subdivisions approving the Tentative Subdivision Maps, subject to the Conditions of Approval for each project; and
d. Waive first reading and introduce Ordinance No. 07-2006 approving four Development Agreements for each individual project. **(Roll Call Vote)**

Result of Recommended Action: The approval will allow the eastern portion of the SunRidge Specific Plan to be developed with 2,624 homes and 23.8 acres of commercial that could support a minimum of 200,000 of new shops and businesses.
Staff Responsible: Bill Campbell, Planning

Mayor McGarvey opened the public hearing. The following individual addressed the Council on Item #14:

Jim Galavan, Woodside Homes, to support the project

Mayor McGarvey closed the public hearing.

ACTION: Motion by Sander second by Budge and carried by 5:0 roll call vote, Council adopted Resolution No.16-2006, introduced Ordinance No. 08-2006, adopted Resolution Nos. 12-2006, 13-2006, 14-2006, 15-2006, introduced Ordinance No. 07-2006 and stipulated that the language proposed for SunRidge East Development Agreements be as reflected in the Assistant City Attorney's Supplemental Memorandum and Conditions of Approval as provided in Exhibit B.1.

* 7:30 P.M. - BREAK

REGULAR CALENDAR ITEMS

AT THIS POINT, Mayor McGarvey reordered the agenda to take Item #16 next and announced that Item #15 would be heard at the end of the Regular Calendar items, following Item #22.

16. **Subject:** City Policy on Street Truck Parking.
Recommendation: Direct staff regarding desired policy for street truck parking within the City.
Result of Recommended Action: Public Works and Police Department staffs will implement the method selected by the Council to restrict truck parking.
Staff Responsible: Cyrus Abhar, Public Works and Tom McMahon, Police

ACTION: Motion by Sander second by Budge and carried by 5:0 roll call vote, Council voted to direct staff return at the second meeting in March with a draft ordinance restricting street truck parking for areas zoned M2 on both sides of the street.

17. **Subject:** Neighborhood Traffic Management Program (NTMP) Process.
Recommendation: Approve the Neighborhood Traffic Management Program process for traffic calming devices on existing residential streets and neighborhoods.
Result of Recommended Action: The action will establish a process for residents to request traffic calming devices such as speed humps on their street or in their neighborhood.
Staff Responsible: Cyrus Abhar and Kathy Garcia, Public Works

ACTION: Motion by Budge second by Cooley and carried by 5:0 roll call vote, Council approved the recommendation.

AT THIS POINT, Mayor McGarvey reordered the agenda to take Item #19 followed by Item #20 next

19. **Subject:** Review of Draft Housing Plan.
Recommendation:
a. Review the Draft Housing Plan, including the Housing Program/Housing Element
b. Accept public comment
c. Provide direction to staff
d. Direct staff to submit the Housing Program/Element to HCD for initial review
Result of Recommended Action: The City Council will conduct its first formal review of the Draft Housing Plan. Following review and discussion, the Council will decide whether the Draft Housing Plan is ready to submit to the Department of Housing and Community Development (HCD) for initial review. The City will continue to review and possibly revise the Housing Plan over the next two months and the Housing Plan will return to the City Council for final review in May/June 2006.
Staff Responsible: Paul Junker, Planning

Mayor McGarvey opened the public comment period. The following individuals addressed the Council on Item #19.

(a) Greg Sparks to support the item
(b) Gerald Shupe to support the item
(c) Russ Lefebre to oppose the item
(d) Sheryl Lautsbaugh to support the item
(e) Marc Taylor to support the item
(f) Leo Anuszczxk to support the item
(g) Mickey Boughton to support the item
(h) Danelle Saldana to support the item
(i) Kathy Pounds to support the item

(j) Norma Jennings to support the item
(k) David Engberg to support the item
(l) Scott Jennings to support the item
(m) Russ Davis to oppose the item
(n) Matt Cummings to support the item
(o) Ethan Evans to support the item
(p) Bob Shattuck to oppose the item
(q) Pam McCallister to say some commitment to formula for low and moderate income is needed
(r) Ardie Zahedani to oppose the item
(s) Rex Albright to oppose the item
(t) Frances Gracechild to support the item

ACTION: Motion by Cooley second by McGarvey to extend June 30th deadline to July 31st in order to allow staff more time to develop an affordable housing strategy involving the nonprofit groups who addressed Council tonight. Motion failed on 2:3 vote (Budge, Sander, Skoglund dissenting).

ACTION: Motion by Budge second by Sander and unanimously carried by 5:0 vote, Council voted to continue this item to March 6th meeting and to get their comments to staff in next two days.

AT THIS POINT, Council took a brief recess; the full Council reconvened

20. **Subject:** American River Parkway Plan Conceptual Proposals Report.
Recommendation: Review the City's and Cordova Recreation & Park District's conceptual revisions to the American River Parkway Plan, provide direction for changes as needed, and direct staff to continue moving forward to the Parkway Plan Update Citizens Advisory Committee for further consideration.
Result of Recommended Action: Direction on the conceptual revisions will allow staff to continue representing Rancho Cordova's interests in the American River Parkway Plan Update. The proposed revisions relate to land use designations in the Parkway Plan and, if included in the updated Parkway Plan, will guide future land uses in Rancho Cordova's portion of the Parkway.
Staff Responsible: Paul Junker, Planning

Mayor McGarvey opened the public comment period. The following individuals addressed the Council on Item #20.

(a) Margie Gudeman to oppose the item
(b) Cheri Hostler to oppose the item
(c) Valerie Laytham to oppose the item
(d) Robert Davis to oppose the item
(e) Pam McCallister in regards to the item
(f) Bob Hansen in regards to the item
(g) Betsy Weiland in regards to the item
(h) Mark Schroeder in regards to the item

ACTION: No action required; discussion only.

Mayor advised Item #18 would be deferred to future meeting due to lateness of the hour (12:09 a.m.)

18. **Subject:** Annual Report on Residential Solid Waste Collection and Recycling Services Contract with Allied Waste Services, Inc., Report on Status of Recycling and Planning Process (AB 939) and Commercial Solid Waste Issues.
Recommendation: Receive and file the annual report on the status of various residential and commercial solid waste issues.
Result of Recommended Action: Information about Allied Waste services and other solid waste related issues will be provided. Staff will receive input from the Council and input from the community regarding solid waste issues. The report includes summaries on residential collection services, commercial hauler franchise fees, illegal dumping issues, 2005 residential tonnages, garbage cart distribution, on-call Neighborhood Cleanup Program, Used Oil Block Grant, annual rate adjustment, update on commercial solid waste programs and update on AB 939 planning process (recycling diversion rate within the City).
Staff Responsible: Cyrus Abhar, Public Works

Motion by Budge second by Skoglund and carried by 5:0 vote, Council voted to suspend Resolution No. 113-2004 and continue business past 11 p.m.

21. **Subject:** City/Cordova Recreation and Parks District Memorandum of Understanding for Mather Sports Complex.
Recommendation: Adopt Resolution No. 19-2006 approving various Mather Sports Complex park improvements proposed by the Cordova Recreation and Park District (CRPD) and authorizing the City Manager to sign a Memorandum of Understanding between City and CRPD to pay for improvements with park fees collected by the Capital Village development project.
Result of Recommended Action: The action approves various park improvements at the Mather Sports Complex and makes park fees collected from the Capital Village project available to help pay for the improvements. These actions will allow CRPD to proceed with design and construction of park improvements at the Mather Sports Complex.
Staff Responsible: Paul Junker, Planning

ACTION: Motion by Sander second by Cooley and carried by 5:0 vote, Council adopted Resolution No. 19-2006.

22. **Subject:** Legislative Priorities for Fiscal Year (FY) 07.
Recommendation: Provide direction to staff for FY 07 appropriation requests and for platform for discussions with legislators during National League of Cities Congressional Conference March 10-15, 2006.
Result of Recommended Action: The recommended actions will authorize submission of at least one request for federal funding for projects consistent with the Council's and community's priorities, and provide framework for discussions that the Mayor and Council members will hold with congressional representatives during the March conference in Washington, D.C.
Staff Responsible: Stephanie Snyder, City Manager

ACTION: Motion by Budge second by Sander and unanimously carried, Council approved the recommended FY 07 appropriations request as outlined in the staff report.

15. **Subject:** Quarterly Financial Report.
Recommendation: Receive and file report.

Result of Recommended Action: Council Members and members of the community will be informed of the City's financial status.
Staff Responsible: Bill Thomas, Finance

ACTION: No action required; information only.

CORRESPONDENCE

None

COUNCIL REPORTS

None

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None

CITY MANAGER'S REPORT

23. Finance Department – Chief Finance Officer Bill Thomas reported on Finance Department activities

ADJOURNMENT

The meeting adjourned at 1:20 a.m.

_____
Anna Olea-Moger, CMC, Assistant City Clerk

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

City Council Chambers
2729 Prospect Park Drive, Rancho Cordova
and
*****Caribbean Beach Resort**
900 Cayman Way, Lake Buena Vista, Florida

Monday, March 6, 2006
5:30 P.M. – Regular Meeting

MINUTES

REGULAR MEETING

Call to Order

Mayor McGarvey called the meeting to order at 5:37 p.m. and announced the cablecast playback schedule.

Present: Council Members Budge, ***Cooley (joined the meeting for Item 15), Skoglund, Sander & Mayor McGarvey
Staff Present: Gaebler, Hare, Olea-Moger, Lindgren, Abhar, Junker, Johns, Garcia, Miller, Trimberger, Treadwell, Snyder

Pledge of Allegiance

Cub Scout Pack 28 Den 2 led the Pledge of Allegiance.

Invocation

1. Cub Scout Pack 28 Den 2 Scout Master gave the invocation.

Presentations

2. State Department of Parks & Recreation Superintendent Robert Williamson (note this item was continued to April 3rd)
3. Recognition of Rancho Cordova Christmas Lights Award Winners
4. Proclamation for Arbor Day

***NOTE: Council Member Cooley joined the meeting for Item #15 via conference call from Florida

ORAL COMMUNICATIONS

5. **Public Comment**

The following speakers addressed the Council:

(a) Larry Ladd regarding well-head treated drinking water in White Rock area

(b) Rex Albright, Chamber CEO, regarding Capital Air Show on March 18th and March 19th

(c) Walt Myers to compliment the Public Works Department for its quick response to fix a reported pothole

CONSENT CALENDAR ITEMS – ROLL CALL VOTE

ACTION: Motion by Budge second by Skoglund and carried by 4:0 roll call vote (Cooley absent), Council approved the Consent Calendar Items with the amendment to Item #7 for the changes outlined in the Supplement to Agenda Item No. 14 at the February 21, 2006 Council meeting that was approved by the Council.

6. **Subject:** Minutes of City Council Meetings
   a. Special Meeting of November 9, 2005
   b. Special Meeting of November 14, 2005

   Recommendation: Approve Minutes.

7. **Subject:** Second Reading and Adoption of Ordinance No. 07-2006 Approving Development Agreements for Douglas 103, Douglas 98, Grantline 208, and Arista del Sol
   Recommendation: Waive second reading and adopt Ordinance No. 07-2006. **(Roll Call Vote)**
   Result of Recommended Action: The proposed agreements tax property in the development to pay for added police protection services, collect funds from the developer for existing park renovation and new park construction, and annex the development into a road maintenance district.
   Staff Responsible: Bill Campbell, Planning

8. **Subject:** Second Reading and Adoption of Ordinance No. 08-2006 Amending the Specific Plan and Approving the Rezone of SunRidge East Projects.
   Recommendation: Waive second reading and adopt Ordinance No. 08-2006. **(Roll Call Vote)**
   Result of Recommended Action: The approval will allow the eastern portion of the SunRidge Specific Plan to develop according to the General Plan, protect over 120 acres of sensitive wetlands habitat, and provide needed infrastructure.
   Staff Responsible: Bill Campbell, Planning

9. **Subject:** Kilgore Cemetery Updated Gate and Fence Design.
   Recommendation: Approve the updated design concept of the proposed gate and fence.
   Result of Recommended Action: Approval will allow staff to incorporate an update of the previously reviewed design into final construction drawings.
   Staff Responsible: Cyrus Abhar, Public Works

***NOTE: Council Member Cooley joined the meeting for Item #15 via conference call from Florida

10. **Subject:** Resolution Endorsing Assembly Bill 2137 Regarding Weighted Voting Structure for Sacramento Regional Transit District (RT).
Recommendation: Adopt Resolution No. 23-2006.
Result of Recommended Action: The action will endorse legislative changes to the current method of voting by the RT Board ("one member, one vote") to a weighted voting system that will allow and promote greater participation by regional members.
Staff Responsible: Stephanie Snyder, City Manager's Office

11. **Subject:** Resolution Supporting Regional Flood Control.
Recommendation: Adopt Resolution No. 24-2006.
Result of Recommended Action: The action will support the efforts of California's Governor, its State Legislators, and the City's Congressional Representatives to obtain federal funding needed for strengthening levees and achieving a 200-year level of flood protection.
Staff Responsible: Stephanie Snyder, City Manager's Office

CONSENT PUBLIC HEARING ITEM

Mayor McGarvey opened the Consent Public Hearing. There were no speakers. Mayor McGarvey closed the Consent Public Hearing.

ACTION: Motion by Sander second by Skoglund and carried by 3:0 vote (Cooley absent and Budge abstaining) Council adopted Resolution No. 22-2006.

12. **Subject:** Resolution Extending An Interim Authorization for Supplemental Community Facilities Fees in Rancho Cordova to Fund Construction of Municipal Facilities Related to Animal Services, Telecommunication & Computer Systems, and a Records Management System.
Recommendation: Hold public hearing and adopt Resolution No. 22-2006.
Result of Recommended Action: The resolution will extend for 30 days the temporary authorization granted by the City Council on February 6, 2006, for the immediate collection of new development impact fees for the above-stated purposes. The fees will be collected from applicants for new development projects in the City.
Staff Responsible: Bill Thomas, Finance

PUBLIC HEARING ITEMS

There were no public hearing items

REGULAR CALENDAR ITEMS

13. **Subject:** Annual Report on Residential Solid Waste Collection and Recycling Services Contract with Allied Waste Services, Inc., Report on Status of Recycling and Planning Process (AB 939) and Commercial Solid Waste Issues.
Recommendation: Receive annual report.
Result of Recommended Action: The report will provide information about Allied Waste services and other solid waste related issues. Staff will receive input from the Council and input from the community regarding solid waste issues. The report includes summaries on

***NOTE: Council Member Cooley joined the meeting for Item #15 via conference call from Florida

residential collection services, commercial hauler franchise fees, illegal dumping issues, 2005 residential tonnages, garbage cart distribution, on-call Neighborhood Cleanup Program, Used Oil Block Grant, annual rate adjustment, update on commercial solid waste programs and update on AB 939 planning process (recycling diversion rate within the City).
Staff Responsible: Cyrus Abhar, Public Works

ACTION: No action required; information item only.

AT THIS POINT, Mayor McGarvey reordered the agenda to take Item #16 next

16. **Subject:** Highway 50 Bus/Carpool Lane and Community Enhancements Project
Recommendation: Conceptually approve the scope of community enhancements proposed along Highway 50 within Rancho Cordova.
Result of Recommended Action: Approval of the conceptual scope will allow staff to negotiate with Caltrans to include community enhancements with their installation of new bus and carpool lanes on Highway 50 within Rancho Cordova. Community enhancements proposed by staff consist of approximately 4.5 miles of new sound walls and the new landscaping along the corridor.
Staff Responsible: Cyrus Abhar, Public Works

ACTION: Motion by Sander second by Budge and carried by 4:0 vote (Cooley absent), Council approved the conceptual scope of community enhancements proposed along Highway 50.

14. **Subject:** Review of Community Room Rental Policy.
Recommendation: Review and comment on the proposed City Hall community room rental policy.
Result of Recommended Action: The proposed policy addresses both the objective of operating revenues and serving the community. Once Council has reviewed the policy, City staff will begin renting City Hall facilities.
Staff Responsible: Tom Trimberger, Building

Mayor McGarvey opened the public comment period. The following individuals addressed the Council on Item # 14.

(a) Steve Hinton to recommend the item be reevaluated for nonprofit use
(b) Keith Posehn to support the item
(c) Leroy Adams to support the item
(d) Jennifer Rodacker to support the item being continued
(e) Steve Hinton to support a fee charge for facility use for nonprofits

ACTION: Consensus to continue the item.

AT THIS POINT, Council took a brief recess. All Council Members in attendance reconvened and Council Member Cooley joined the meeting via telephone.

15. **Subject:** Review of Draft Housing Program/Housing Element.
Recommendation: Review final policy issues associated with the Housing Element and provide direction to staff. If the Element is acceptable to the Council, the Council will direct staff to submit the Draft Housing Element to HCD for review.

***NOTE: Council Member Cooley joined the meeting for Item #15 via conference call from Florida

Result of Recommended Action: The City Council will continue its review of the Draft Housing Program. Following review and discussion, the Council will decide whether the Draft Housing Element is ready to submit to the Department of Housing and Community Development (HCD) for initial review. The City will continue to work on specific housing programs over the next two months. The Draft Housing Element will return to the City Council for review in May/June 2006.
Staff Responsible: Paul Junker, Planning

Mayor McGarvey opened the public comment period. The following individuals addressed the Council on Item # 15.

(a) Paul Ainger to support the item
(b) Robert Lawler regarding the item
(c) Michael Nunes regarding the item
(d) Larry Ladd to recommend tabling the item for further discussion
(e) Nancy Bui to support the item
(f) Michael Dunne to support the item
(g) Ardie Zahedani to oppose inclusionary zoning
(h) Russ Davis to oppose inclusionary zoning
(i) Rex Albright to oppose inclusionary zoning
(j) Brian Cooley to oppose inclusionary zoning
(k) Dave Kalemba to oppose inclusionary zoning
(l) John Hodgson to oppose inclusionary zoning
(m) Bob Shattuck to oppose inclusionary zoning
(n) David Hatch to oppose inclusionary zoning
(o) Andrea Simmons to oppose inclusionary zoning
(p) Conrade Mayer to oppose the item
(q) Valerie Feldman regarding lot sizes
(r) Mike Mitchum regarding community values
(s) Sara Steinheimer regarding alternatives for affordable housing
(t) Ross LeFevre regarding the item
(u) Sherry Lautsbaugh to support the item
(v) Kathy Pounds to support the item
(w) Mary Barker to support the item
(x) Mickey Boughton to support the item
(y) Greg Sparks to support the item
(z) Ethan Evans regarding mixed-income program
(aa) Leroy Adams regarding affordability of housing for veterans
(bb) Judi Thomas to oppose inclusionary zoning
(cc) Timothy R. Foley Jr regarding the item
(dd) Waheed Jawadi regarding the item

ACTION: Motion by Sander second by Skoglund and unanimously carried, Council voted to continue business past 11 p.m., in accordance with Resolution No. 113-2004.

ACTION: Motion by Budge second by Sander to propose alternate action to H.1.1.3 to read as follows: "Create a broad range of options available for use in new neighborhoods throughout the city limits that will result in production of housing affordable to all income levels. Those options will include, but not be limited to, actual construction, land dedication, and/or in-lieu fees." **MOTION WITHDRAWN.**

***NOTE: Council Member Cooley joined the meeting for Item #15 via conference call from Florida

ACTION: Motion by Cooley second by McGarvey to amend Council Member's Budge's motion as follows: "Create a broad range of options available for use in new neighborhoods throughout the city limits that will result in production of 5% very low income/5% low income/5% moderate income. Those options will include, but not be limited to, actual construction, land dedication, and/or in-lieu fees." **MOTION FAILS BY 2-3 VOTE, COUNCIL MEMBERS BUDGE, SKOGLUND AND SANDER DISSENTING.**

ACTION: Motion by Budge to amend her first motion to read as follows: "Create a broad range of options available for use in new neighborhoods and throughout the city limits that will result in production of at least 10% of housing affordable to moderate and lower income levels. Those options will include, but not be limited to, actual construction, land dedication, and/or in-lieu fees." Mayor McGarvey seconded the amendment. **AMENDMENT WITHDRAWN.**

ACTION: Motion by Sander second by Budge and unanimously carried by roll call vote, Council approved the following language change:

H.1.1.3 to read, "Create a broad range of options available throughout the City that will result in the production of housing available to all income levels and will result in the production of at least 10 percent of housing in new neighborhoods being affordable to moderate and lower income levels."

ACTION: By consensus, Council approved the Rental and Substandard Housing Improvement Strategy proposed by Council Member Sander as follows:

H.2.2.3 to read, "Facilitate the rehabilitation and reuse of current single family and two- to four-plex homes, particularly rentals, through acquisition, substantial rehabilitation and upgrades, and market rate resale."

ACTION: Motion by Budge second by Cooley and unanimously carried, Council approved the 2005-2007 Draft Housing Element with changes made tonight.

The Council requested a report back from staff by June 30, 2006 on housing options.

17. **Subject:** Citywide Goals & Objectives
Recommendation: Approve the citywide goals and direct staff to develop action plans for objectives and incorporate objectives in current and future work through the annual budget process.
Result of Recommended Action: The action will approve 12 citywide goals developed over recent months of collaborative work between Council and staff for guiding both existing and new projects with a sense of the City's priorities.
Staff Responsible: Stephanie Snyder, City Manager's Office

ACTION: Consensus to continue the item.

CORRESPONDENCE

None

***NOTE: Council Member Cooley joined the meeting for Item #15 via conference call from Florida

COUNCIL REPORTS

None

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None

CITY MANAGER'S REPORT

None

ADJOURNMENT

The meeting adjourned at 1:40 a.m.

_____
Anna Olea-Moger, CMC, Assistant City Clerk

***NOTE: Council Member Cooley joined the meeting for Item #15 via conference call from Florida

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

City Council Chambers
2729 Prospect Park Drive, Rancho Cordova

Monday, March 20, 2006

MINUTES

CLOSED SESSION

Call to Order

Mayor McGarvey called the special meeting to order at 3:45 p.m.

Present: Council Members Budge, Sander, Skoglund and Mayor McGarvey
Absent: Council Member Cooley

Staff Present: Gaebler, Lindgren, Meyers

Oral Communications

None

The Council Adjourned to Closed Session at 3:46 p.m. for the following purpose:

1. Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Government Code Section 54956.9 (b) (one case).

   Present in Closed Session were all Council Members but Council Member Cooley; and Ted Gaebler, City Manager, Steve Meyers, City Attorney, and Adam Lindgren, Assistant City Attorney.

   The Council reconvened into open session at 4:00 p.m.

Report from Closed Session

There was no reportable action from Closed Session.

Adjournment

The meeting adjourned at 4:00 p.m.

SPECIAL MEETING

Call to Order

The meeting was called to order at 4:16 p.m. by Mayor McGarvey.

Roll Call:

Present: Council Members Budge, Skoglund, Sander & Mayor McGarvey
Absent: Council Member Cooley

Staff Present: Gaebler, Hare, Carne, Junker, Lindgren, McMahon, Meyers, Snyder

Presentations

2. Recognition of Dick Margarita, Deputy District Attorney, for service as Community Prosecutor for Rancho Cordova

   A proclamation was presented by Mayor McGarvey.

3. Recognition of Council Member Cooley's Birthday

   Mayor McGarvey acknowledged Council Member Cooley's birthday on March 18.

ORAL COMMUNICATIONS

4. Public Comment

   Pat Monahan congratulated Dick Margarita for his service as Deputy District Attorney. He also thanked the Council for the wonderful Air Show at Mather.

CONSENT CALENDAR ITEMS

ACTION: Motion by Budge second by Skoglund and carried by 4:0 roll call vote (Cooley absent), Council approved the Consent Calendar Items with a correction to the Minutes of Item #5 (b) to show the meeting called to order at 5:40 p.m. rather than 5:40 a.m.

5. **Subject:** Minutes of City Council Meetings
   a. Special Meeting of November 15-16, 2005.
   b. Special Meeting of November 29, 2005.
   c. Regular Meeting of December 19, 2005.
   d. Special Meeting of February 28, 2006.

   Recommendation: Approve Minutes.

6. **Subject:** Central Sacramento County Groundwater Management Plan Conceptual Governance Structure
   Recommendation: Conceptually approve the proposed governance structure of the Central Sacramento County Groundwater Management Plan.
   Result of Recommended Action: Approval by the City Council will allow staff to move forward with development of a detailed governance structure. It is proposed that a joint powers agreement be formed to create an independent board of directors managing the objectives of the Central Sacramento County Groundwater Management Plan. Fiscal impact to the City would be roughly $10,000 to $15,000 per year to pay the City's share for ongoing data collection, analysis and reporting. The total cost would be paid collectively by all members of the board and is anticipated to be roughly $300,000 per year.
   Staff Responsible: Cyrus Abhar, Public Works

7. **Subject:** Contract Amendment #1, in the Amount of $103,851.00, to Contract Between Beebe Corporation and the City of Rancho Cordova for the New City Hall Project, Site Work Trade.
   Recommendation: Approve the contract amendment.
   Result of Recommended Action:

ACTION ITEMS

8. **Subject:** Senate Bill (SB) 1776 Redefining the American River Parkway Plan to Include the City of Rancho Cordova.
   Recommendation: Authorize the City Council Subcommittee for the American River Parkway Plan (Mayor McGarvey and Council Member Budge) to attend the March 21, 2006 meeting of the Sacramento County Board of Supervisors and request that the Board postpone taking a position on SB 1776 until Senator Cox has convened a meeting of the three affected jurisdictions (County of Sacramento, City of Sacramento, and City of Rancho Cordova).
   Result of Recommended Action: The action will allow two members of the City Council who have been involved with the American River Parkway Plan to speak on behalf of the City, requesting that the County Board of Supervisors delay taking a position on SB 1776 until all three agencies impacted by the bill can discuss the issues and implications.
   Staff Responsible: Stephanie Snyder, City Manager's Office

ACTION: Motion by Sander second by Skoglund and carried by 4:0 vote (Cooley absent), Council authorized the City Council subcommittee for the American River Parkway Plan (Mayor McGarvey & Council Member Budge) to attend the March 21, 2006 meeting of the Sacramento County Board of Supervisors and request that the Board postpone taking a position on SB 1776 until Senator Cox has convened a meeting of the three affected jurisdictions (County of Sacramento, City of Sacramento and City of Rancho Cordova).

9. **Subject:** Citywide Goals & Objectives
   Recommendation: Approve the citywide goals and direct staff to develop action plans for objectives and incorporate objectives in current and future work through the annual budget process.
   Result of Recommended Action: The action will approve 12 citywide goals developed over recent months of collaborative work between Council and staff for the purpose of guiding both existing and new projects with a sense of the City's priorities.
   Staff Responsible: Stephanie Snyder, City Manager's Office

Discussed additions to the Goals and Objectives:

- Partnering with Cordova Community Council (Foster a Positive Image of Rancho Cordova)
- Work with a Lobbyist to solve transportation and mobility problems and needs within the region (Improve Transportation and Connectivity)
- Monitor what the Federal and State governments are doing that will affect the City's ability to provide accessibility to the latest technology (Ensure the Availability of the Best Public Services in the Region)
- Specific staff action for Neighborhood Watch (Ensure a Safe Community)
- Coordinate with POP Programs and Code Enforcement (Ensure a Safe Community)
- CRM staff action (Ensure a Safe Community)
- Produce regular report on 911 calls (Ensure a Safe Community)
- Determine City position on flood safety – condition of our levies as compared to surrounding area (Ensure a Safe Community)
- Comprehensive market survey of conditions in Rancho Cordova in relationship to surrounding areas (Improve the Quality of Housing in Rancho Cordova)
- Rehabilitation and rejuvenation of residential property (Improve the Quality of Housing in Rancho Cordova)
- Objective that relates to partnering with the Chamber of Commerce (Improve the Quality of Housing in Rancho Cordova)
- Add "And Recreation" following the word "Sports" in the sub-heading "Become a Regional Sports Center" (Drive Diverse Economic Opportunities)
- Identify and offer support to existing associations (Foster Responsible Citizenship)
- Teach people how to set up and manage an association (Foster Responsible Citizenship)

ACTION: Consensus to approve the Citywide Goals & Objectives with the additions and amendments to the staff actions and objectives as discussed this evening. Revised Goals and Objectives to come back at the Budget Workshop.

ADJOURN TO REGULAR MEETING

The special meeting was adjourned at 5:53 p.m.

REGULAR MEETING

Call to Order

Mayor McGarvey called the regular meeting to order at 6:15 p.m. and announced the cablecast playback schedule.

Present: Council Members Budge, Skoglund, Sander & Mayor McGarvey
Absent: Council Member Cooley

Staff Present: Gaebler, Hare, Abhar, Campbell, Haven, Junker, Lindgren, McMahon, Meyers, Snyder, Thomas

Pledge of Allegiance

The Pledge was led by City Clerk Lillian Hare.

Invocation

10. Pastor David McFarland of the New Life Center gave the invocation.

ORAL COMMUNICATIONS

11. **Public Comment**

The following individual(s) addressed the Council:

Roy Pritchard, no city listed, complained about the County's retirement plan. He said he wanted the local newspaper to run articles on City finances, including an interviewing with the City's Chief Financial Officer.

Tim Foley, Rancho Cordova, congratulated the City on the air show.

Annie Kile, Rancho Cordova Chamber, presented a picture to the Mayor to commemorate the airshow.

Floyd Fowler, Rancho Cordova, complained about the construction of a new two-story building in the business complex near Rockingham, which overlooks his backyard. He lives in the Dunsmore Development.

Council Member Sander said the City should notice the resident as well as the property owner on public notices.

Elke Guenter, Rancho Cordova, requested that the Council extend the General Plan review period. He said there was too much material to go through in a short time.

Walt Meyers, Rancho Cordova, said that potholes are becoming a problem again. He identified potholes on the following streets: Aramon, Coloma, Malaga, Zinfandel, Pinot, Cordova Lane, Chardonnay, Zibbiba, Byrd, and Lambrusca.

PUBLIC HEARING ITEMS

12. **Subject:** Ordinance Amending Rancho Cordova Municipal Code Chapter 10.24, "Parking Regulation," to Add Section 10.24.075, "Prohibition of Parking Commercial and Recreational Vehicles on Public Roadways".
Recommendation: Waive first reading and introduce Ordinance No. 12-2006.
Result of Recommended Action: Introducing the Ordinance is the first step to prohibiting the parking of specified vehicles, such as oversized vehicles, large recreational vehicles, semi-trucks and trailers, detached commercial trailers and similar vehicles, on public roads.
Staff Responsible: Cyrus Abhar, Public Works & Tom McMahon, Police Department

Mayor McGarvey opened the public hearing.

Public Speakers:

Matt Cummings, Rancho Cordova, spoke in support of the ordinance. He said that education is important in going forward with this change.

Tom Wentz, Rancho Cordova, said he supported the proposed ordinance.

Mayor McGarvey closed the public hearing.

ACTION: Motion by Budge second by Sander and carried by 4:0 vote (Cooley absent), Council waived first reading and introduced Ordinance No. 12-2006.

Mayor McGarvey reordered the agenda to take Regular Calendar Item 15 next.

REGULAR CALENDAR ITEM

15. **Subject:** Adoption of the Rancho Cordova Redevelopment Project Area
Recommendation: Adopt Agency Resolution No. 29-2006 approving the Preliminary Report on the Rancho Cordova Plan Adoption and authorizing transmittal of the Report to each affected taxing entity, ratifying the Draft Environmental Impact Report (DEIR) for the Rancho Cordova Redevelopment Plan and authorizing transmittal of the DEIR to each affected taxing entity, and approving the Draft Redevelopment Plan for the Rancho Cordova Redevelopment Project and referring the Draft Redevelopment Plan to the Planning Commission.
Result of Recommended Action: Adoption of these documents is a major step in the Redevelopment Plan adoption process which will enable the Agency to leverage and reinvest property tax increment generated in the proposed Project Area. Redevelopment will be powerful financing and implementation tool to help the City realize its exciting vision for the community, including the development of a vibrant downtown
Staff Responsible: Curt Haven, Economic Development/Redevelopment

AGENCY ACTION: Motion by Sander second by Budge and carried by 4:0 vote (Cooley absent), to adopt Agency Resolution No. 29-2006 approving the Preliminary Report on the Rancho Cordova Plan Adoption and authorizing transmittal of the Report to each affected taxing entity, ratifying the Draft Environmental Impact Report (DEIR) for the Rancho Cordova Redevelopment Plan and authorizing transmittal of the DEIR to each affected taxing entity, and approving the Draft Redevelopment Plan for the Rancho Cordova Redevelopment Project and referring the Draft Redevelopment Plan to the Planning Commission.

COUNCIL ACTION: Motion by Budge second by Skoglund and carried by 4:0 vote (Cooley absent), to adopt Council Resolution No. 30-2006.

AT THIS POINT in the meeting, Congressman Lundgren was seated on the dais.

PUBLIC HEARING ITEMS CONTINUED

13. **Subject:** The Montelena Project is seeking a General Plan/Specific Plan Amendment , a Rezone, a Development Agreement, and a Tentative Tract Map that would create 879 single family homes on approximately 252 acres. The Project also proposes nearly 30 acres of parks and public open space and approximately 55 acres of wetland preserve. The application includes a Special Development Permit to vary building setbacks and minimum lot sizes in the RD-10 Zone.
Recommendation: Adopt Resolution No. 25-2006 determining the Mitigated Negative Declaration was completed in accordance with the California Environmental Quality Act (CEQA) Guidelines and approving the General Plan Amendment; and waive first reading

and introduce Ordinance No. 09-2006, amending the Specific Plan and approving the Rezone of the Montelena project, within the SunRidge Specific Plan, according to the attached exhibits; and waive first reading and introduce Ordinance No. 10-2006, approving the Development Agreement; and, adopt Resolution No. 26-2006 approving the Montelena Tentative Subdivision Map, subject to the Conditions of Approval.
Result of Recommended Action: Approval of the project would allow the middle portion of the SunRidge Specific Plan to develop in a manner consistent with the City's Draft General Plan. The project will provide major road connections of Rancho Cordova Parkway (Jaeger Road) and Chrysanthy Blvd., and the project Development Agreement will assure funding for City services.
Staff Responsible: Bill Campbell, Planning

ACTION: Motion by Sander second by Skoglund and carried by 4:0 roll call vote (Cooley absent), Council adopted Resolution No. 25-2006 determining the Mitigated Negative Declaration was completed in accordance with the California Environmental Quality Act (CEQA) Guidelines and approving the General Plan Amendment; and waived first reading and introduced Ordinance No. 09-2006, amending the Specific Plan and approving the Rezone of the Montelena project, within the SunRidge Specific Plan, according to the exhibits; and waived first reading and introduced Ordinance No. 10-2006, approving the Development Agreement; and, adopted Resolution No. 26-2006 approving the Montelena Tentative Subdivision Map, subject to the Conditions of Approval as amended to include an additional pedestrian connection from the Intersection of Street AA & W to Chysanthy Blvd.

14. **Subject:** 5 Star Liquor-Project No. RC-06-221-Public Convenience and Necessity Hearing
Recommendation: Continue to April 17, 2006 at the request of the applicant.
Result of Recommended Action: Continuation will allow more time for the applicant to consult with legal counsel.
Staff Responsible: Anne Hersch, Planning

ACTION: Consensus to approve continuation to April 17.

CORRESPONDENCE

None

COUNCIL REPORTS

None

COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Sander requested a discussion of street design standards.

Council Member Sander requested inclusion of weekend enforcement as a component to the Code Enforcement Program.

Council Members Skoglund and Sander requested a report on the process for approving a liquor license and a policy for approval.

Council Member Sander requested that recognition of the volunteers and the Chamber of Commerce for the Capitol Air Show be scheduled for Council meeting recognition.

CITY MANAGER'S REPORT

None

ADJOURNMENT

The meeting was adjourned at 8:58 p.m.

Respectfully submitted

_____
Lillian E. Hare, City Clerk

CITY COUNCIL SPECIAL MEETING
American River Room North
2729 Prospect Park Drive, Rancho Cordova

MINUTES

Tuesday, April 25, 2006
5:45 P.M.

STUDY SESSION

Call to Order

The meeting was called to order at 5:45 p.m. by Mayor McGarvey

Roll Call

Present: Council Members: Budge, Sander, and Mayor McGarvey
Absent: Cooley, Skoglund

Staff Present: Gaebler, Junker, Hare, Haven, Lindgren, McMahon, Miller, Snyder, Treadwell

Oral Communications

1. Public Comment

   None

Study Session Items

2. **Subject:** Presentation on crafting the City brand, which will be the cornerstone of community and business outreach efforts for Rancho Cordova
   Recommendation: Review current status of the branding process and provide guidance on brand options presented at the Work Session.
   Result of Recommended Action: The Work Session will provide direction to the Public Information office and consultants on the course of the branding process so we can come before Council at a future meeting with finely-tuned finalists for review, public comment and ultimate selection of the brand.

   The Council requested that staff provide a recommendation for a target survey group for a regional image survey.

The Council requested that staff come back with "reworked" graphics including the grape leaf design that was created by Rick Sloan, for the following slogans:

City Life. Reinvented.
Everybody's City. (Possibly combined with embracing the past, shaping the future)

3. **Subject:** Code Enforcement Program Workshop Discussion. Presentation and discussion of various aspects of the City's Code Enforcement program, including staffing and management, program strategies, program priorities and the relationship of Code Enforcement to the City's Planning, Building and Police Departments and the City Attorney's office.
Recommendation: Consider staff's presentation and provide comments and direction as appropriate no formal action will occur at this meeting.
Result of Recommended Action: Staff will receive City Council comments and direction on the Code Enforcement program. Council direction may affect various aspects of Code Enforcement, including but not limited to, program management structure, program staffing, program priorities and interdepartmental coordination. Direction from the City Council may also affect staff proposals within the FY 2006-07 budget.

Paul Junker gave a Powerpoint presentation on Code Enforcement entitled "Chartering the Path to a Better Community." He said that Code Enforcement's goal was to gain the maximum amount of compliance with the minimal amount of City effort and expense and to "clear the low hanging fruit."

He said that education to build support for Code Enforcment activities in the community is important as well as education to gain voluntary compliance and to put the community on notice that expanded enforcement is coming.

He said the next component to improved Code Enforcement would be an effective hearing process. He said the City Attorney's Office would be used for communications and the Council Chambers used for the conduct of hearings. He said the hearing process should appear like a court function.

He said the next component to improved Code Enforcement would be an effective penalty assessment, to include establishing a process for issuing an administrative citation.

ADJOURNMENT

The meeting adjourned at 10:15 p.m.

Respectfully submitted,

_____
Lillian Hare, City Clerk

CITY COUNCIL SPECIAL MEETING
Community Board Room
2729 Prospect Park Drive, Rancho Cordova

MINUTES

Monday, July 10, 2006
7:00 P.M.

SPECIAL MEETING

Call to Order

The meeting was called to order at 7:00 p.m.

Roll Call

Present: Council Members: Budge, Cooley, Skoglund, Sander, and Mayor McGarvey

Staff Present: Gaebler, Lindgren

Oral Communications

1. Public Comment

   None

The Council adjourned to Closed Session at 7:01 p.m.

CLOSED SESSION

Council Met in Closed Session for the Following Purpose:

2. Public Employee Performance Evaluation
   Title: City Manager

Present in Closed Session were all Council Members; Ted Gaebler, City Manager; Adam Lindgren, Assistant City Attorney

The Council adjourned from closed session at 9:45 p.m.

Mr. Lindgren stated there was no reportable action from Closed Session.

ADJOURNMENT

The meeting was adjourned at 9:46 p.m.

Respectfully submitted,

_____
Lillian Hare, City Clerk

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

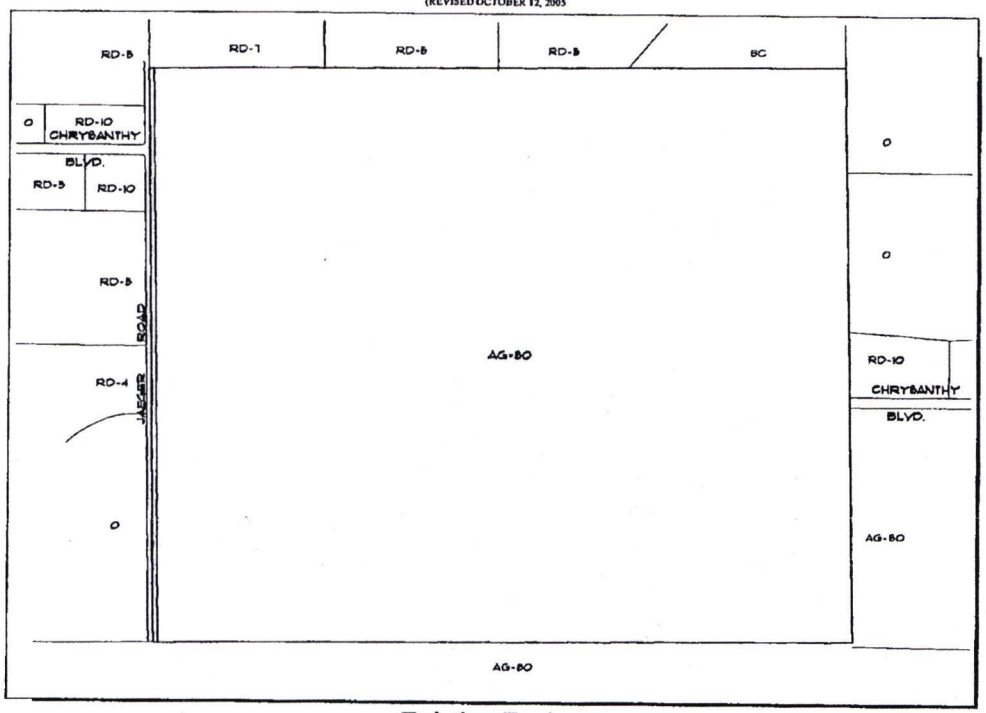
Attachment 3
Exhibit A

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



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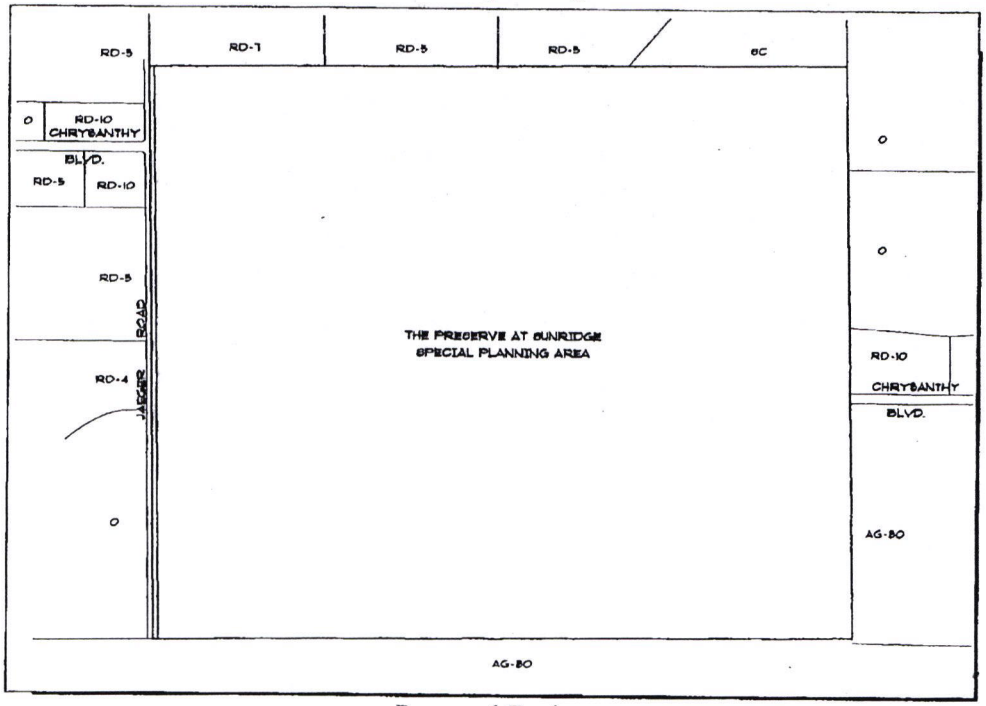

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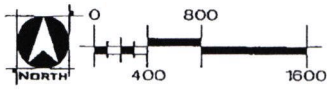

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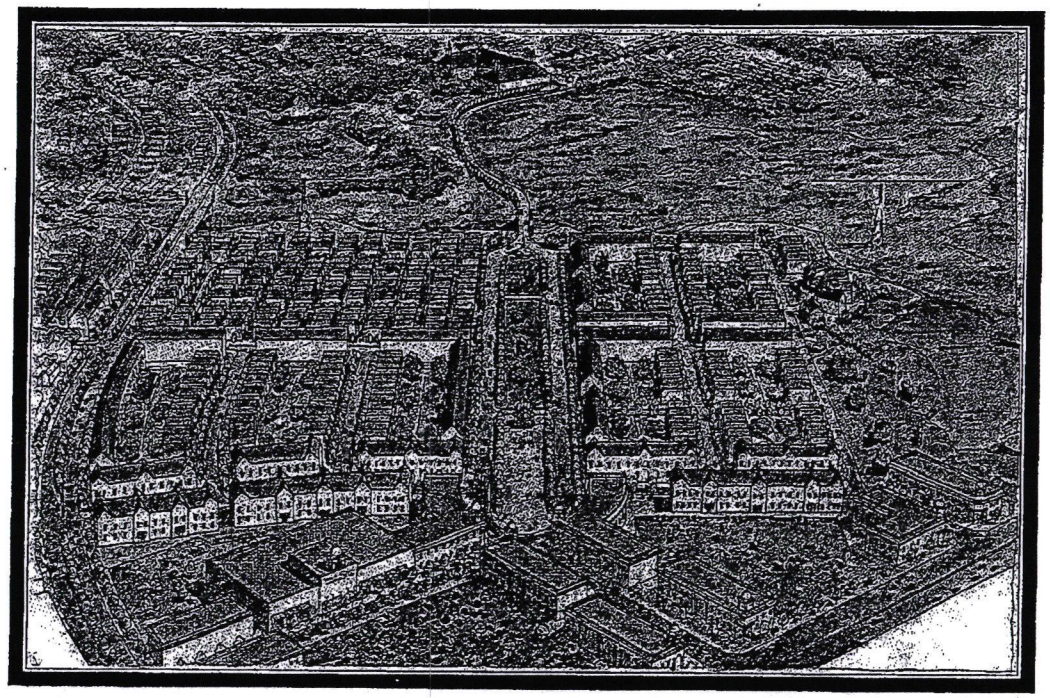
The Preserve at Sunridge

General Plan and Special Planning Area Zoning Handbook



city council draft June 19, 2006

Attachment 3
Exhibit B

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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

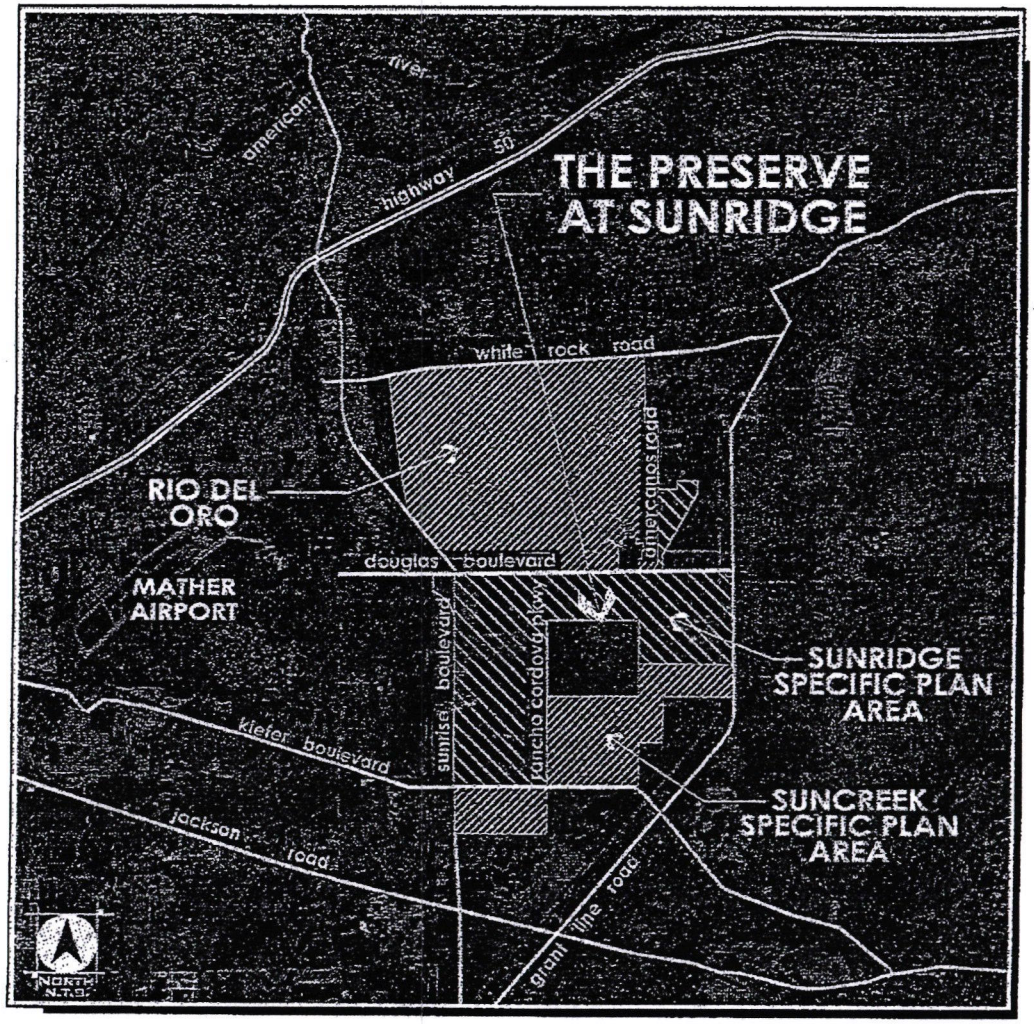


Exhibit 1 – Overall Location Aerial Map

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.

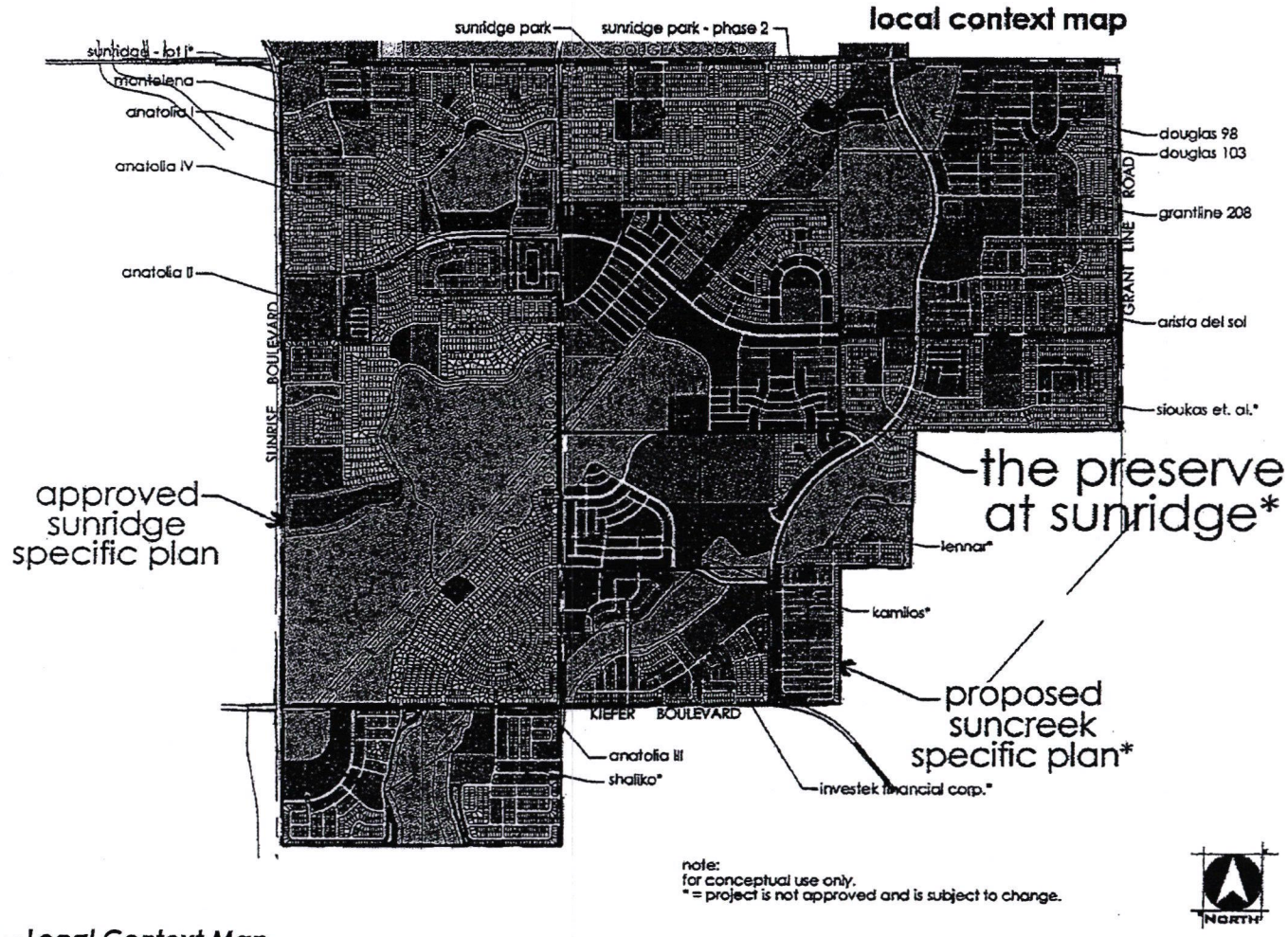


Exhibit 2 – Local Context Map

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.

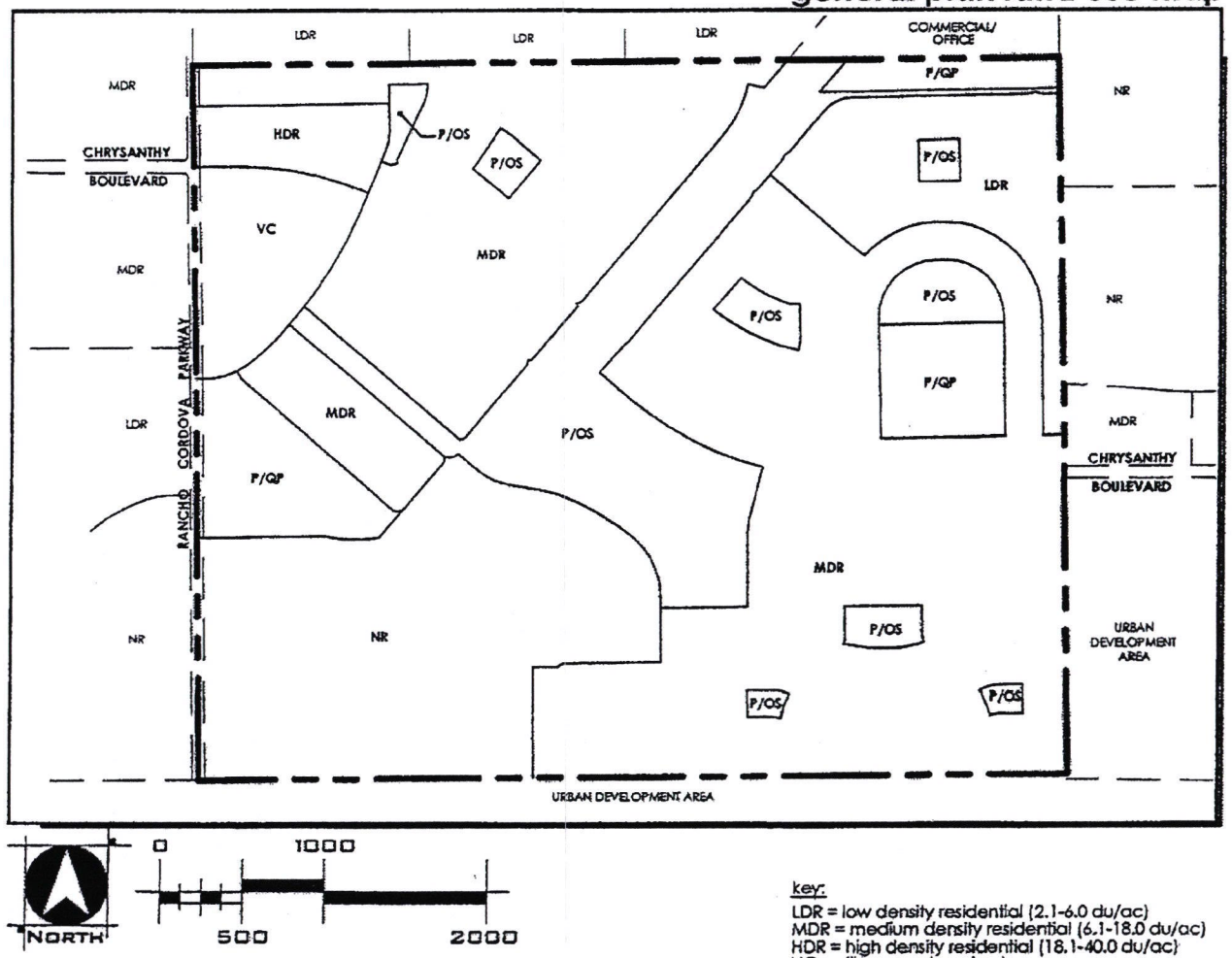
Parks / Open Space (P/OS)

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

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)

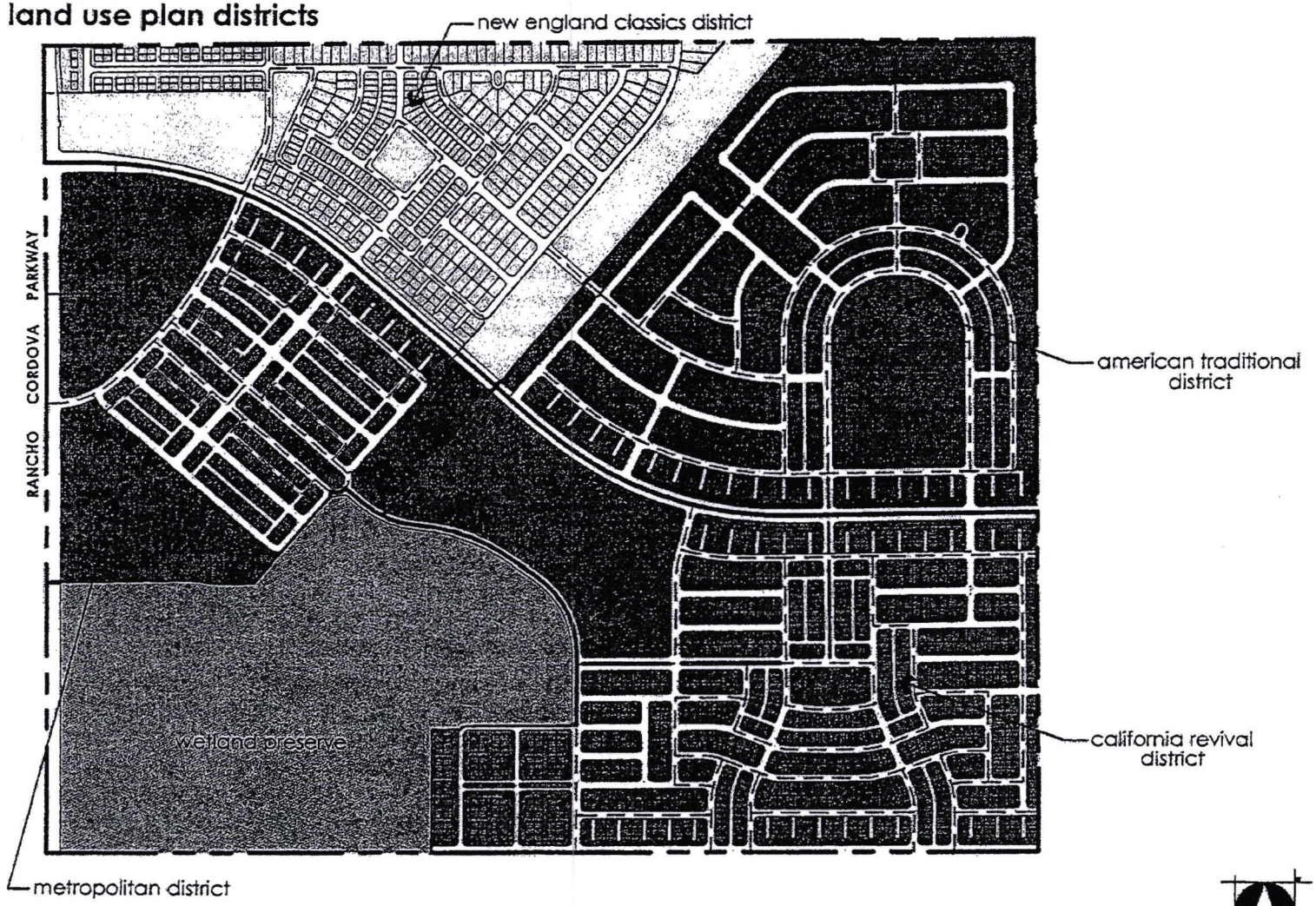


Exhibit 7 - Land Use Plan Districts

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

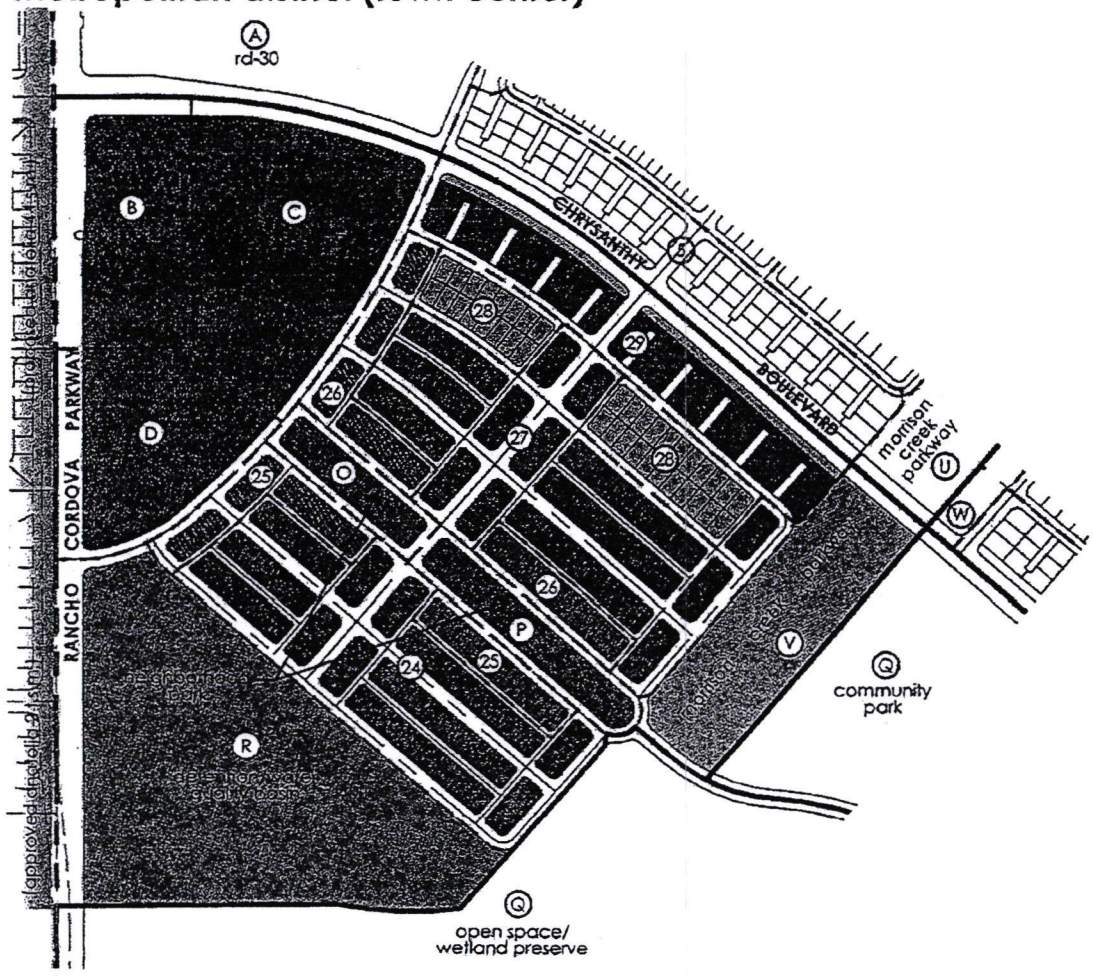
The Village Center is anchored by a large grocery store that has clear visibility and parking from both major roads. The grocery site design acts in a very traditional pattern with designated store parking perpendicular to the store for easy shopping convenience. The front elevation and corner entries 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)



key map



Exhibit 8 – Metropolitan District (Village Center)

NORTH

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.

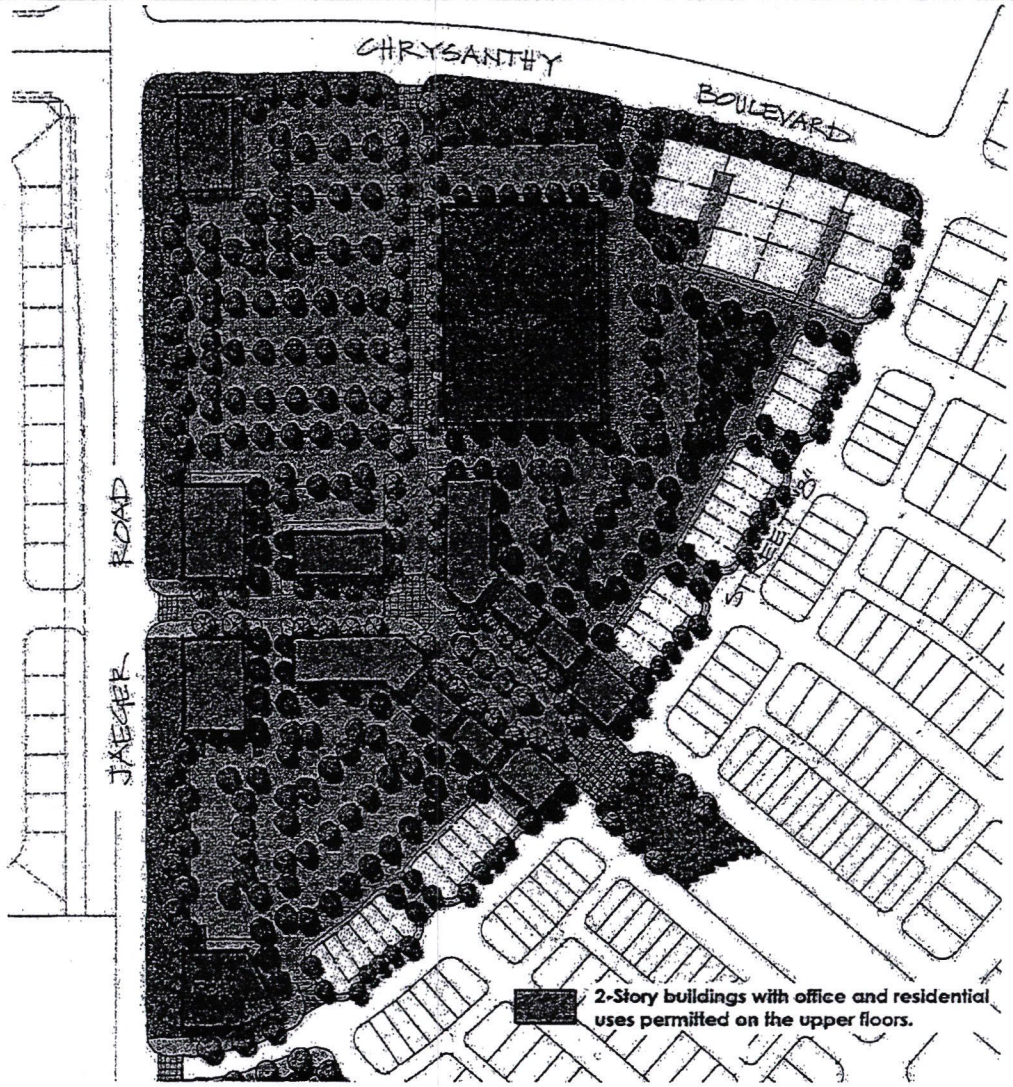


Exhibit 9 - Commercial Site Conceptual Plan

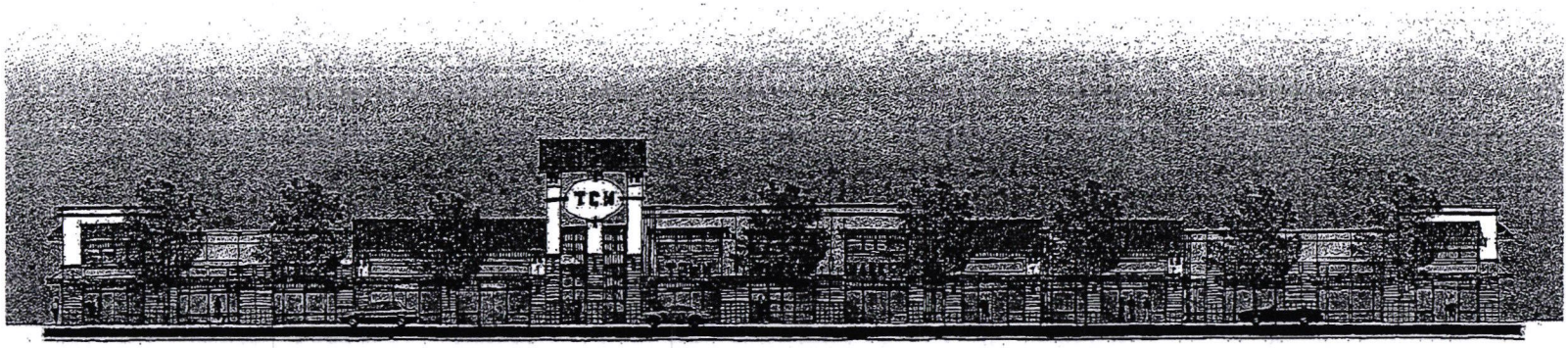


Exhibit 10 - Commercial Site Market/Grocer Architectural Character

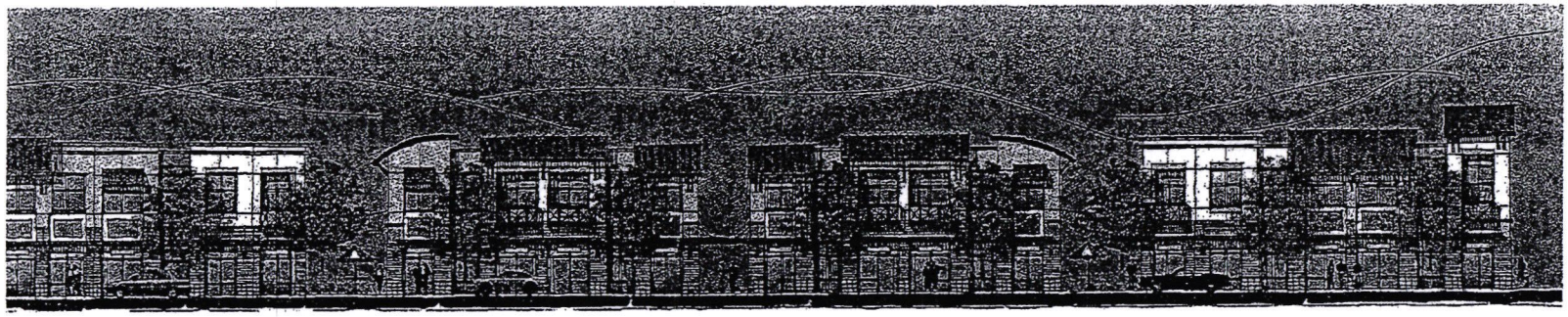


Exhibit 11 - Commercial Site Inline Shops Architectural Character

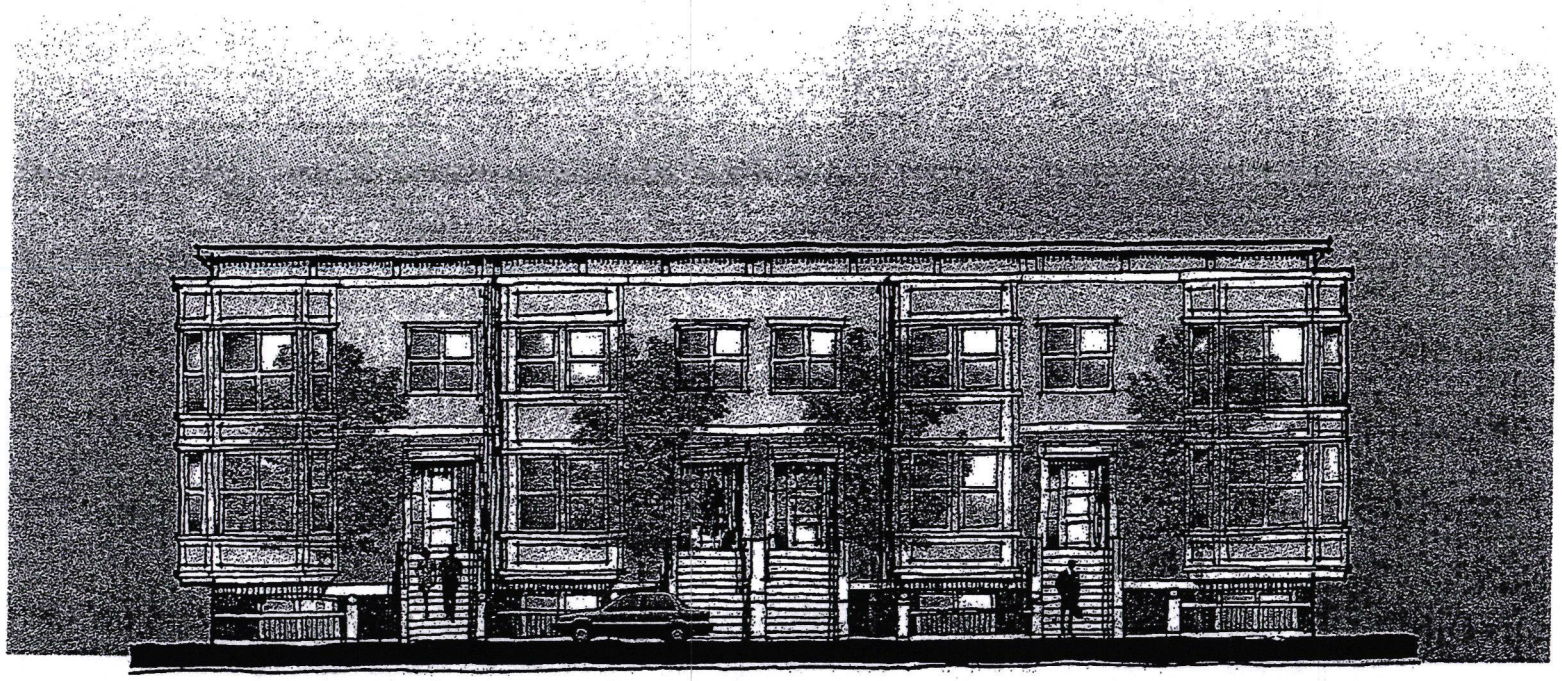
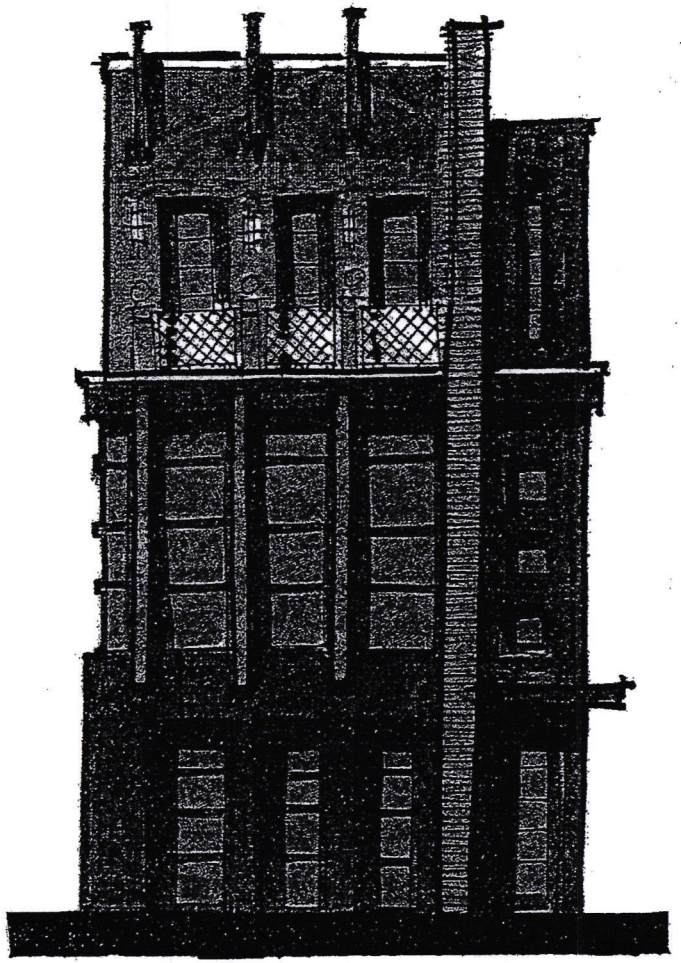


Exhibit 12 - Commercial Site Live/Work Housing Architectural Character



contemporary

Architectural Character

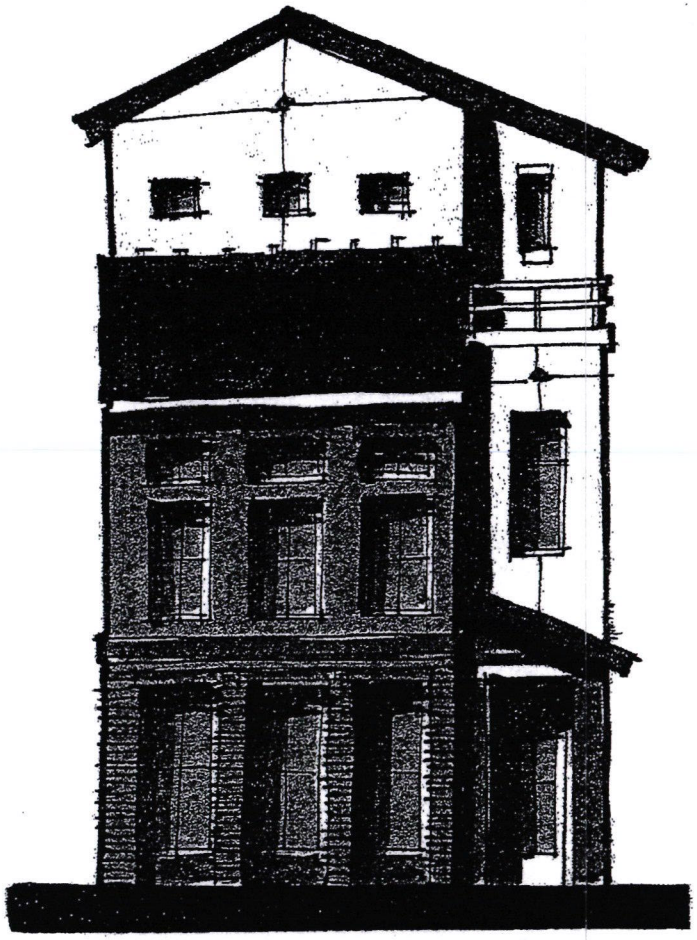
Roof

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.

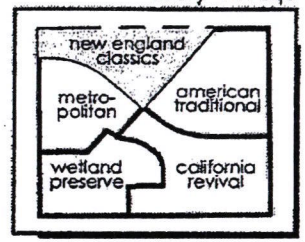
This District is home to the two neighborhood parks surrounded by single-family residential at various lot sizes and configurations.

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.

key map



new england classics district (northwest)

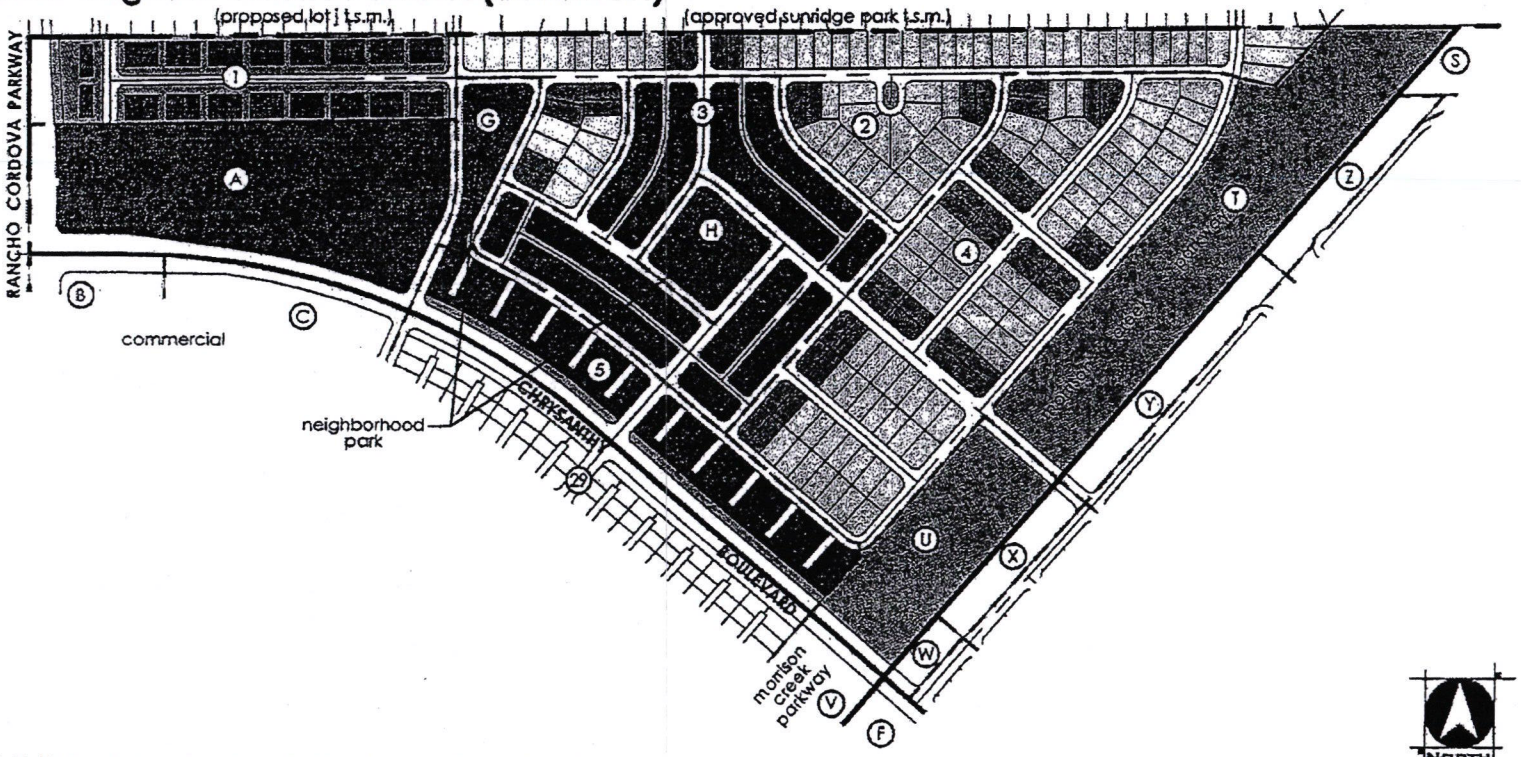


Exhibit 15 –New England Classics District (Northwest)



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 details	simulated shigles 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	simulated lap siding
details	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.

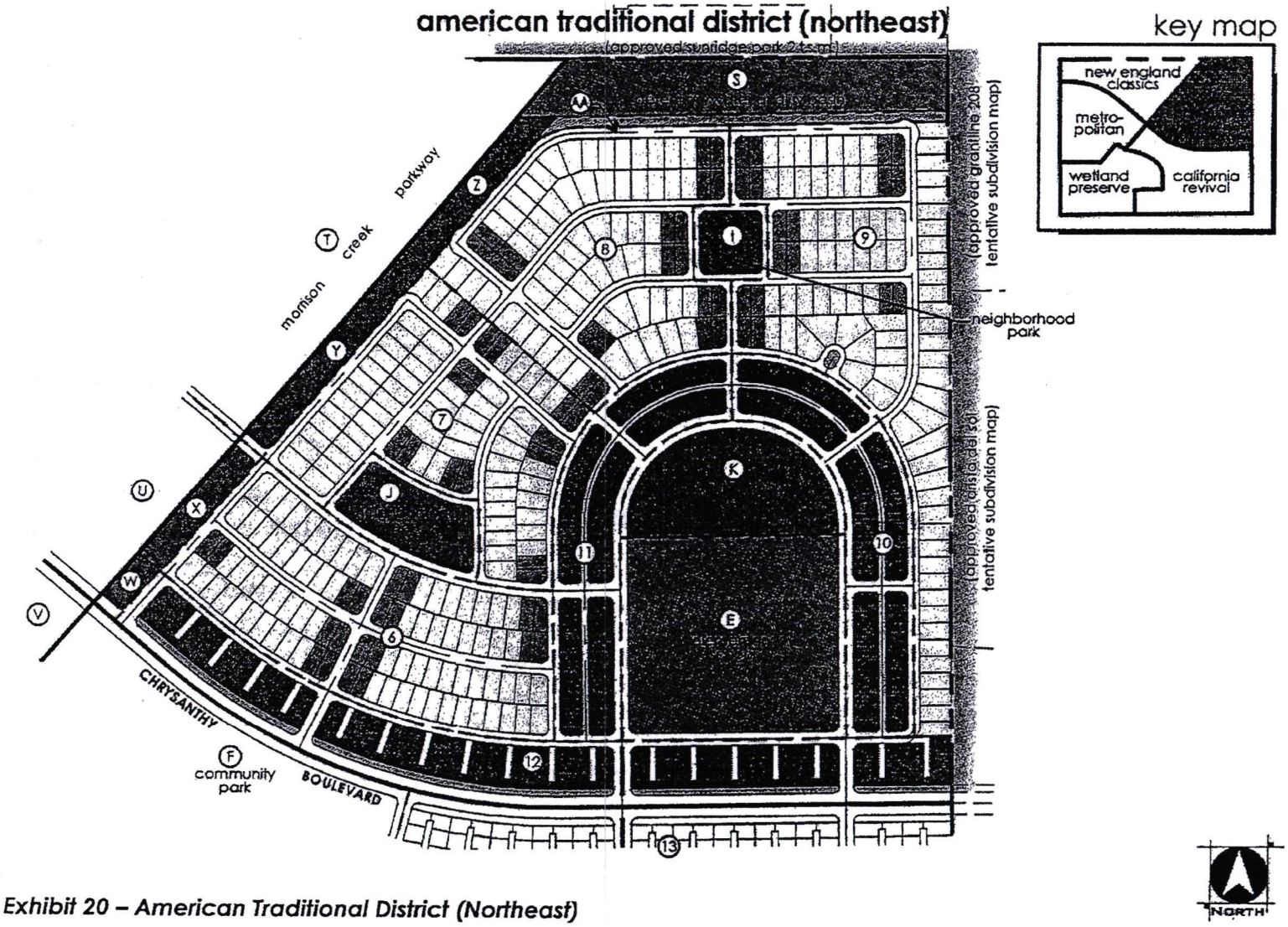
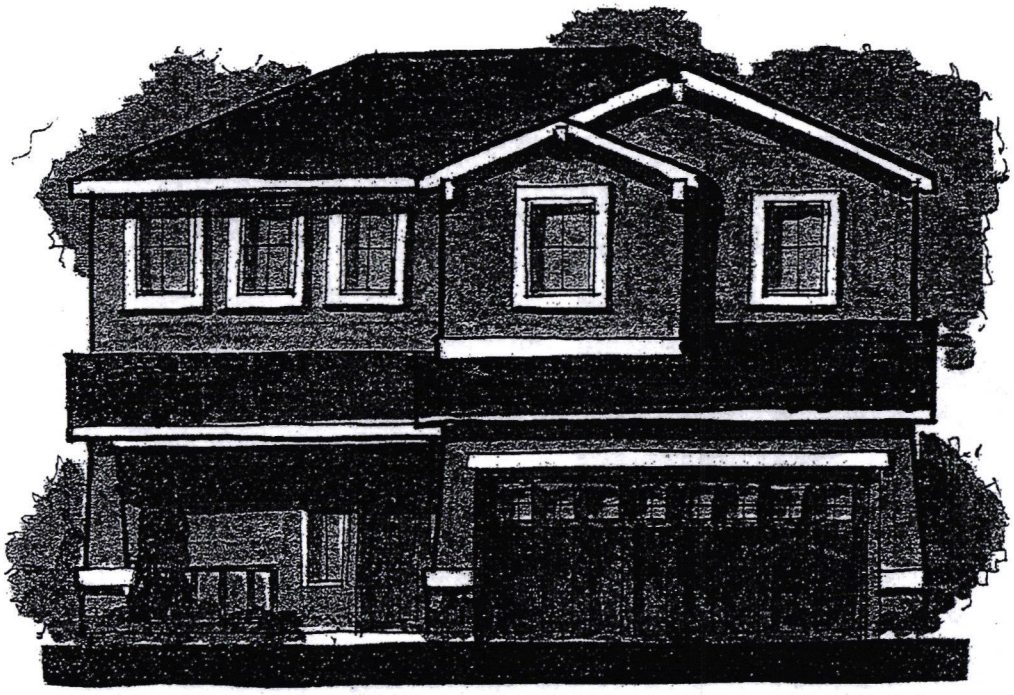


Exhibit 20 – American Traditional District (Northeast)



bungalow

Architectural Character

Roof

material	"s" shape concrete tile
shape	hip and gable combination

Exterior

material	cement plaster
details	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.

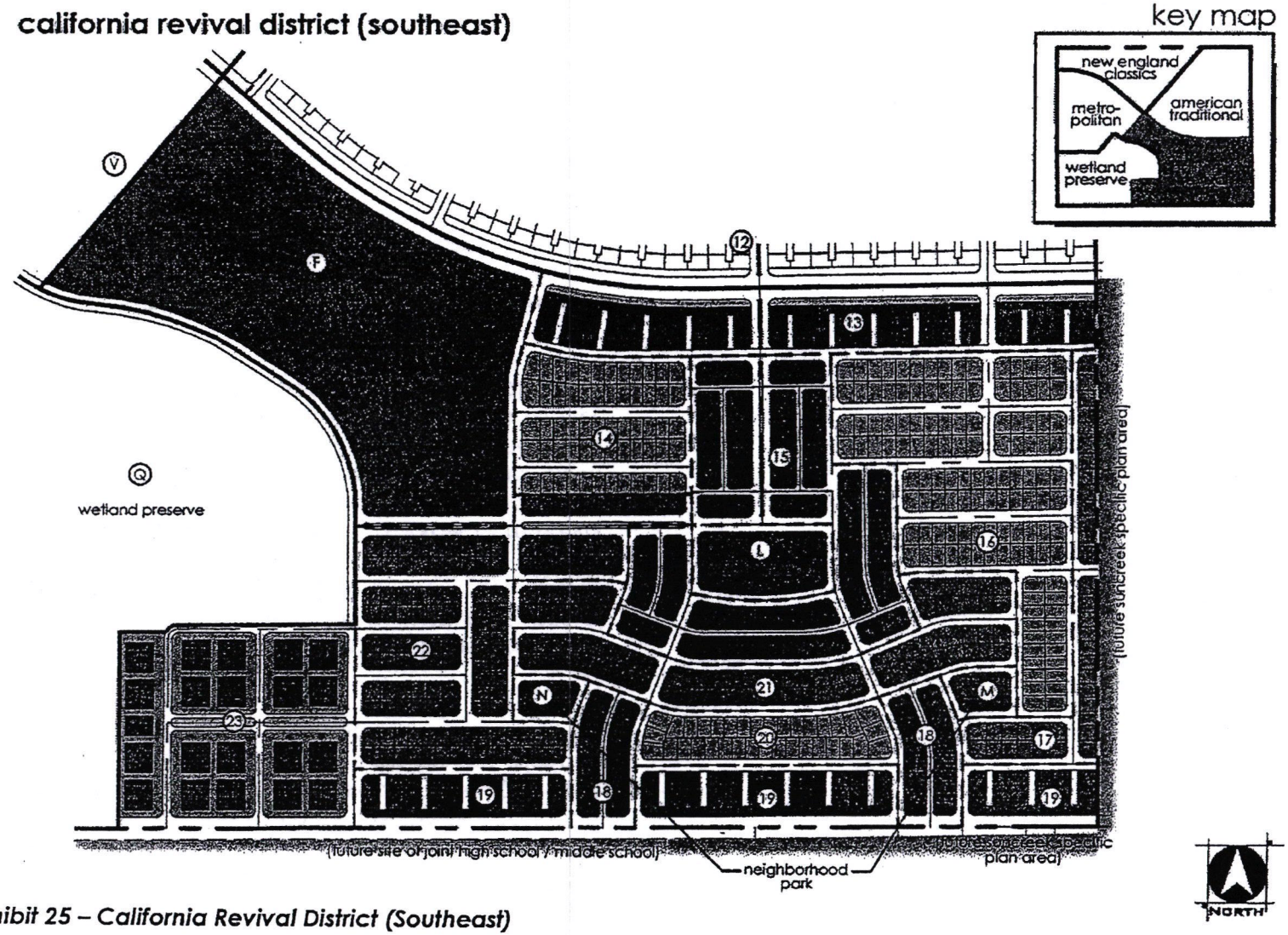
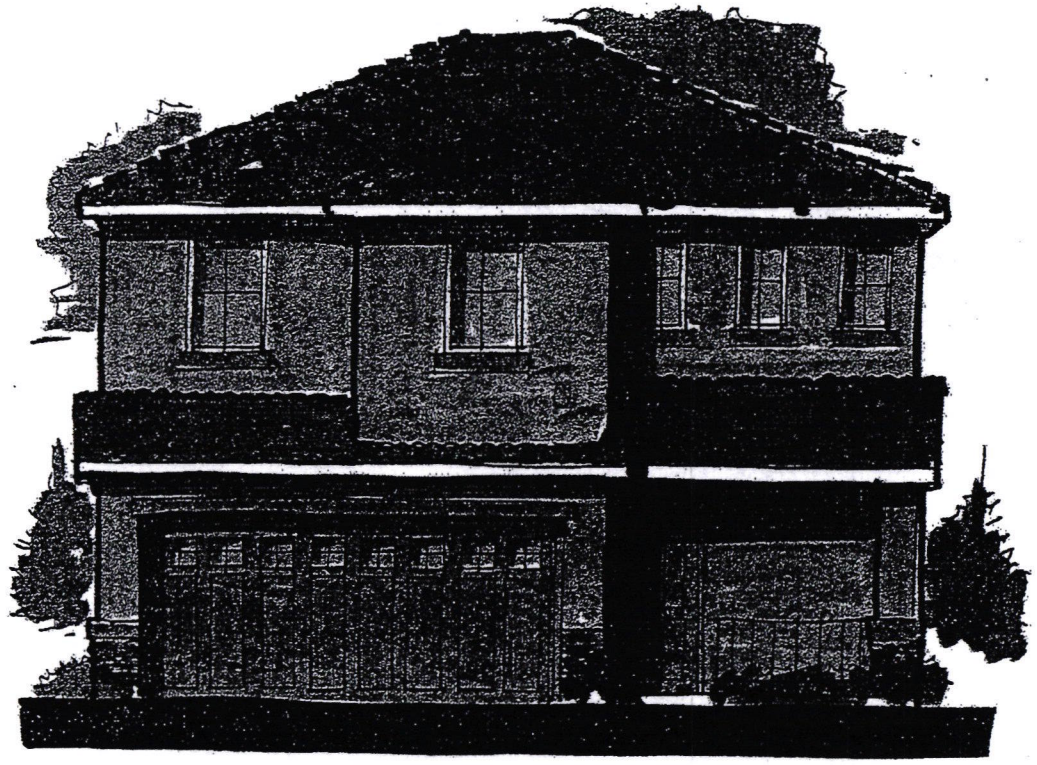


Exhibit 25 – California Revival District (Southeast)



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

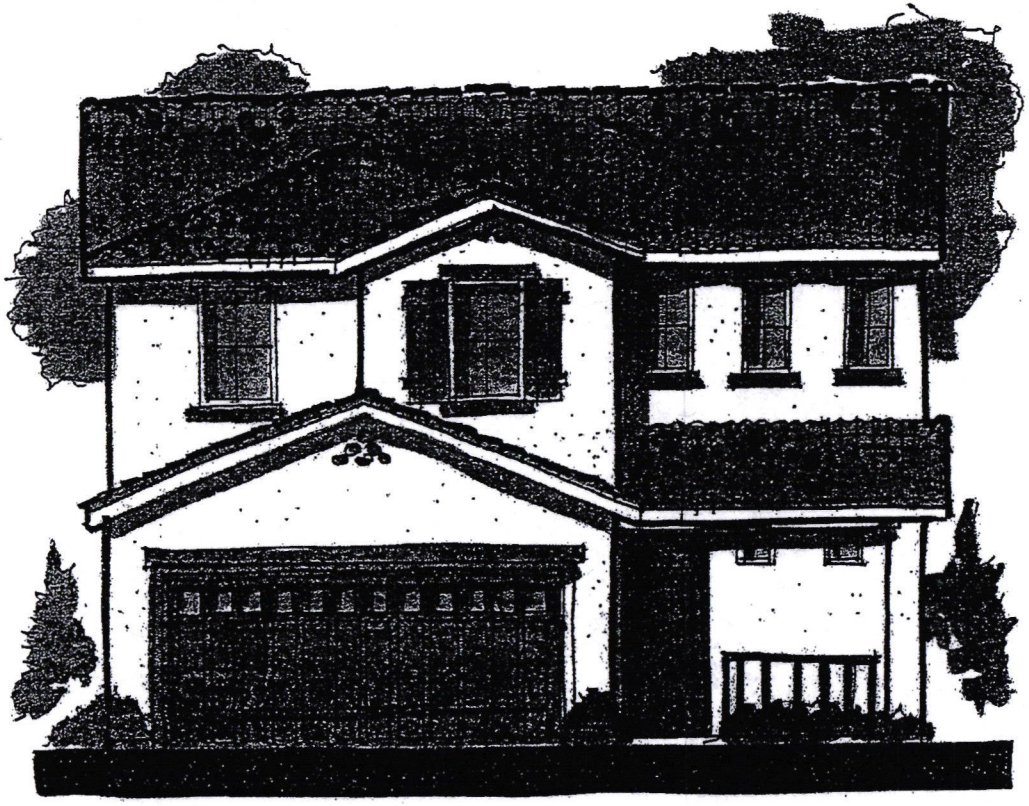
Roof

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 details	cement plaster 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	cement plaster
details	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.

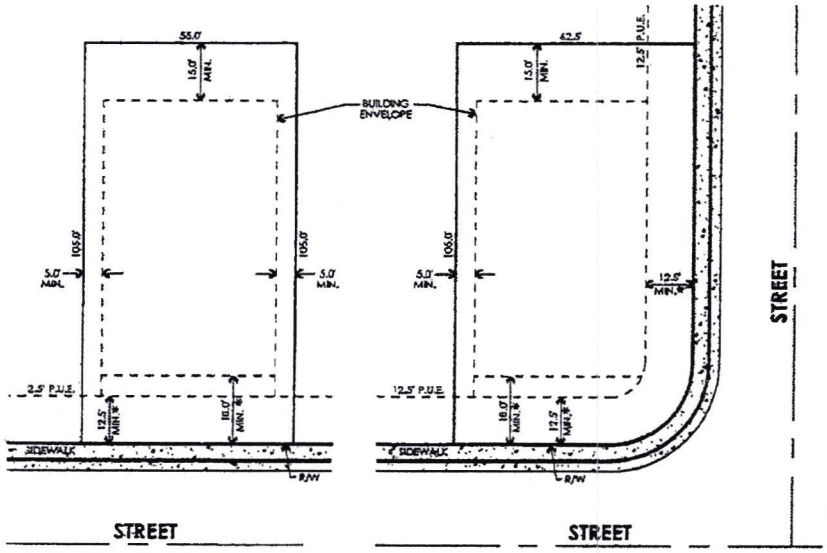
- Canterbury - 55x105' Conventional Lots
- Cove - 50x105'Conventional Lots
- Manor - 43x72'Conventional Lots
- Ridgefield - 48x60'Conventional Lots
- Carriage - 30x76' Alley-Loaded Lots
- Metropolitan - 22x70' Alley-Loaded Lots
- Courtyard Lots
- Cottage Lots
- Duet Lots

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')



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) *

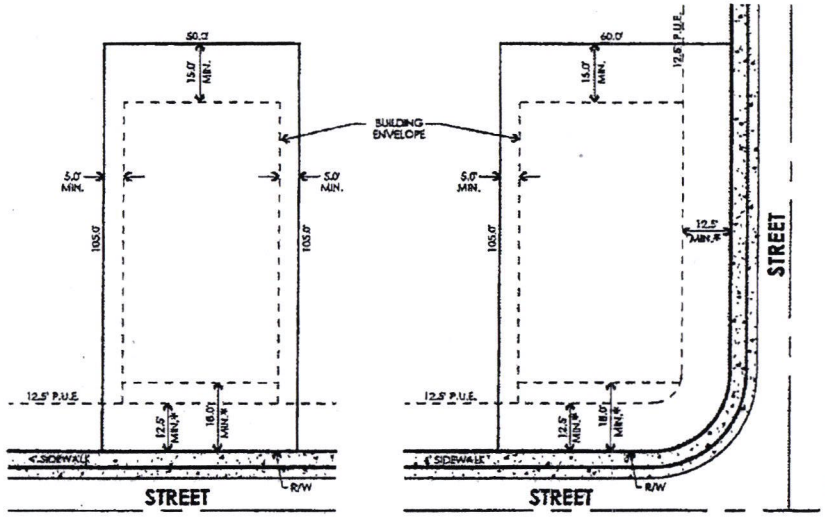
* = measured from back of walk

lot type	conventional



Exhibit 30 – Canterbury - 55x105' Conventional Lots
Typical Development Standards

cove (50'x105')



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) *

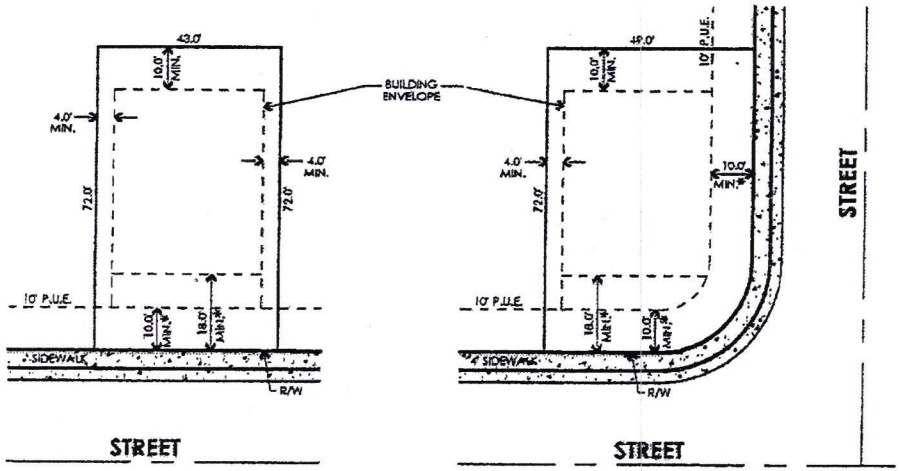
* = measured from back of walk

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'

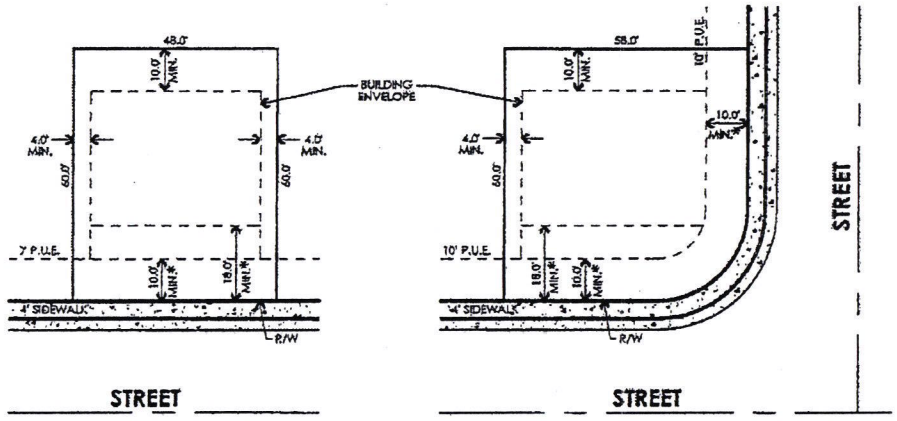
Setback Requirements

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'

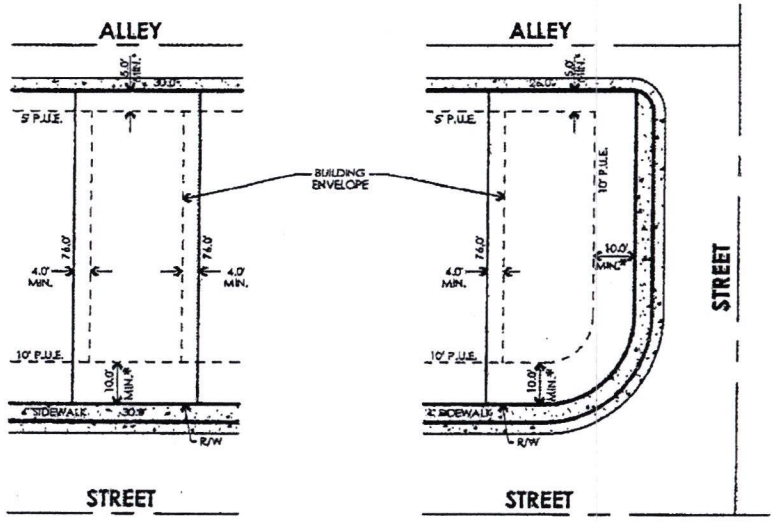
Setback Requirements

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

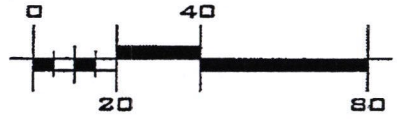
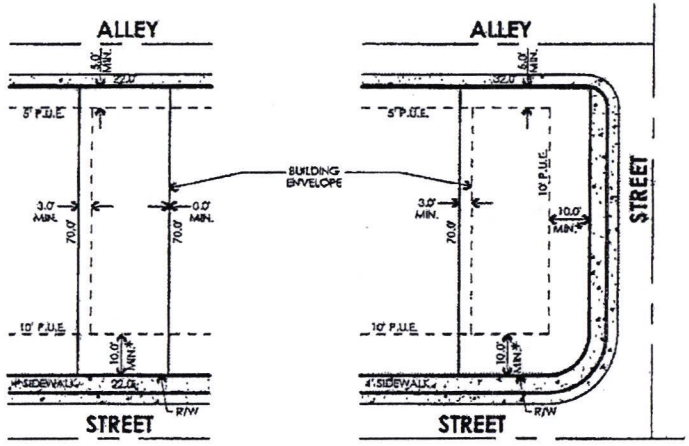


Exhibit 34 – Carriage - 30x76' Alley-Loaded Lots
Typical Development Standards

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'

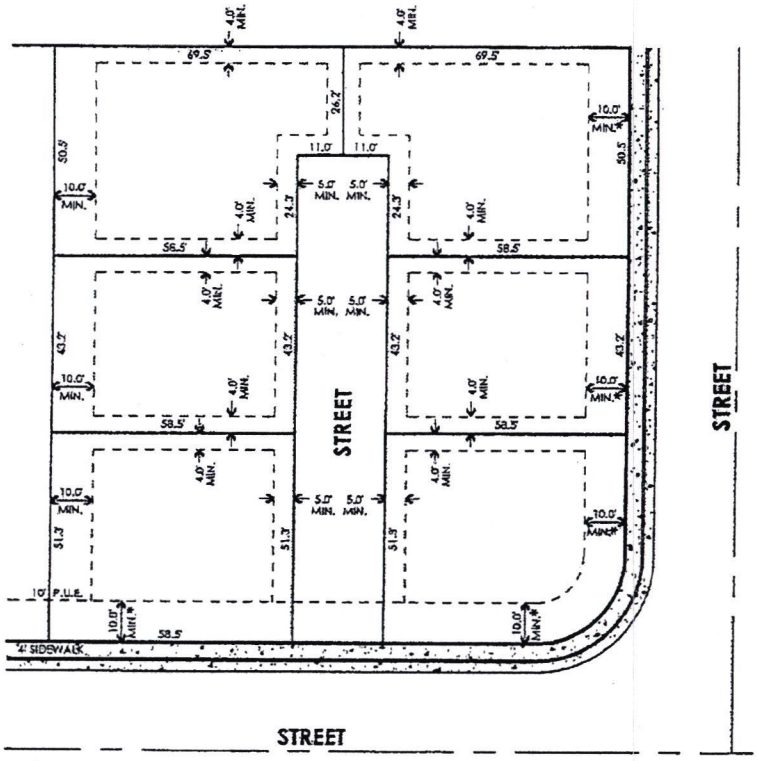
Setback Requirements

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 *

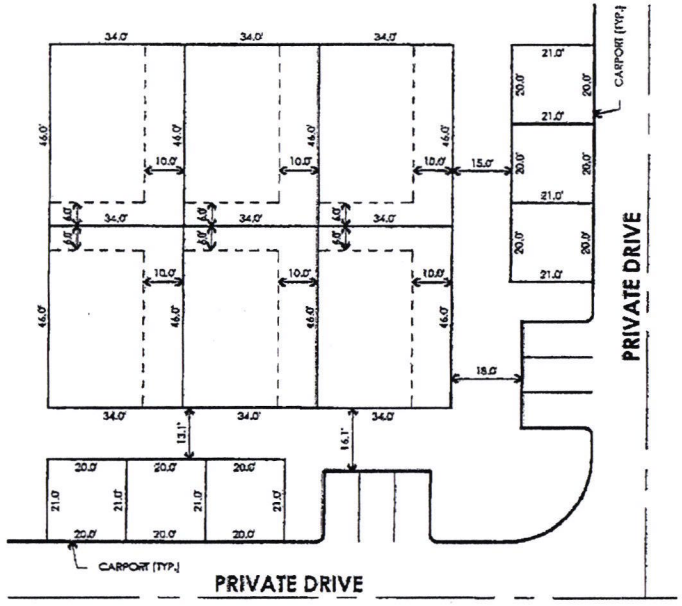
lot type	courtyard



* = 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

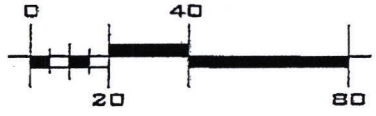
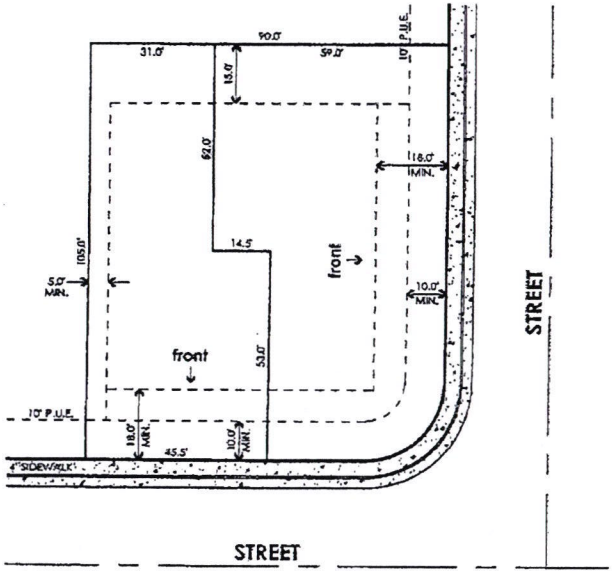


Exhibit 37 – Cottage Lots
Typical Development Standards

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

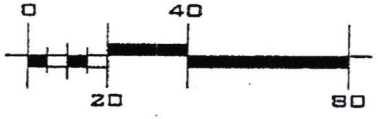


Exhibit 38 – Duet Lots
Typical Development Standards

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.

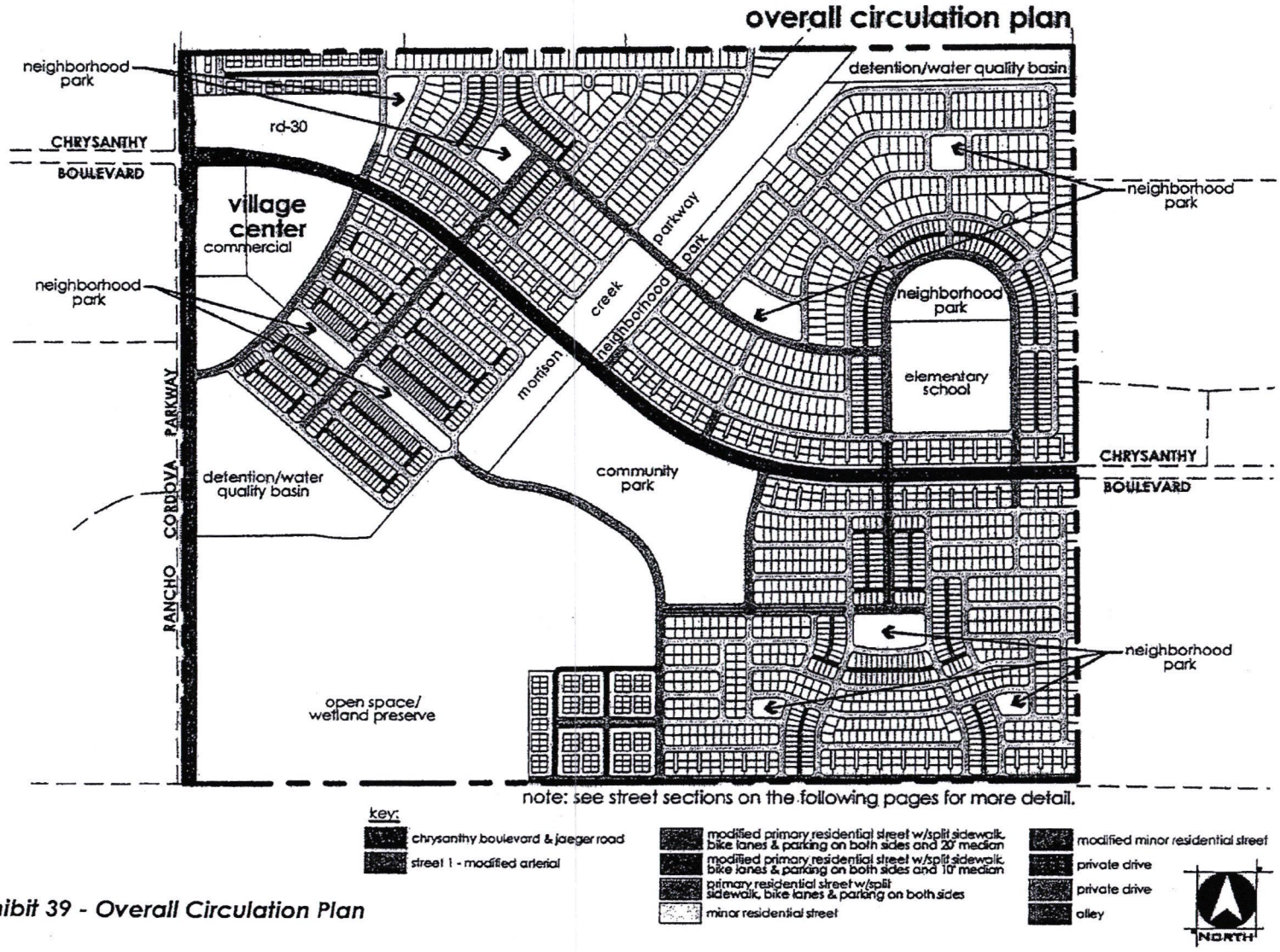


Exhibit 39 - Overall Circulation Plan

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

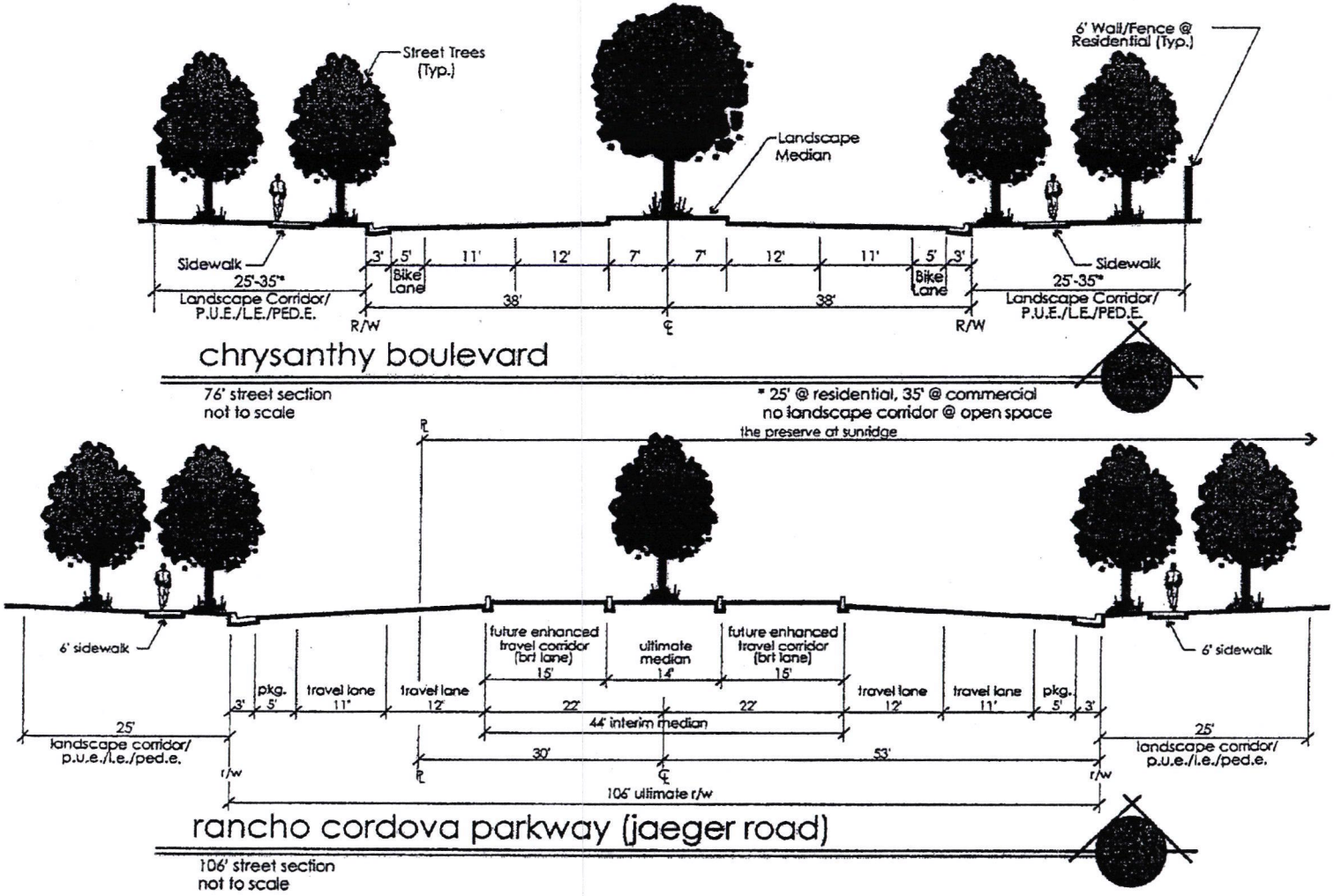


Exhibit 40 – Arterial Street Sections

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

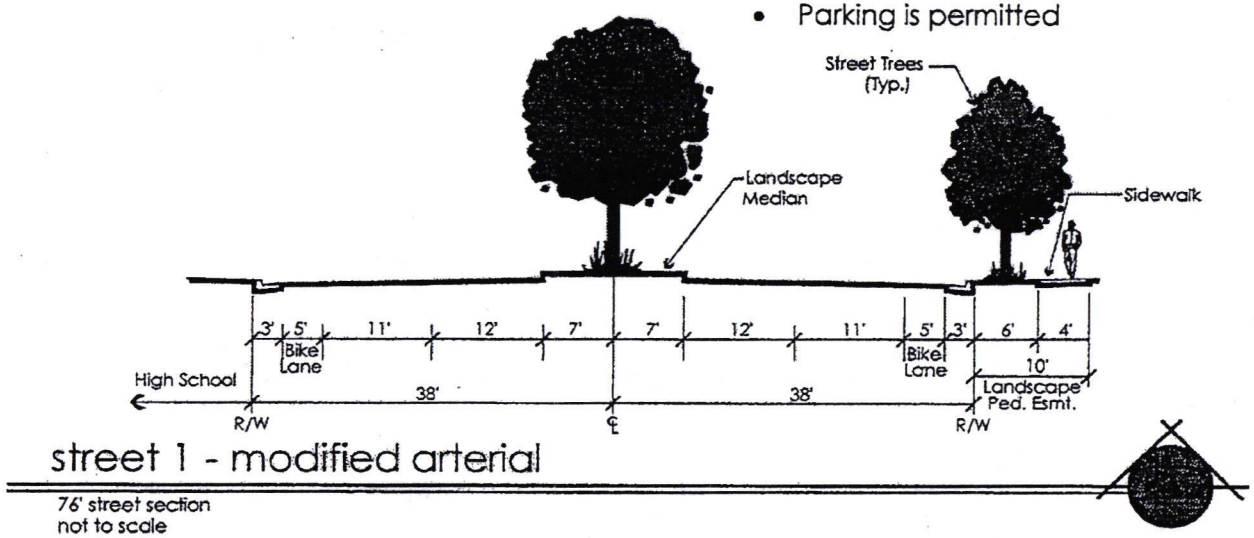


Exhibit 41 – Modified Arterial Street (Street 1)

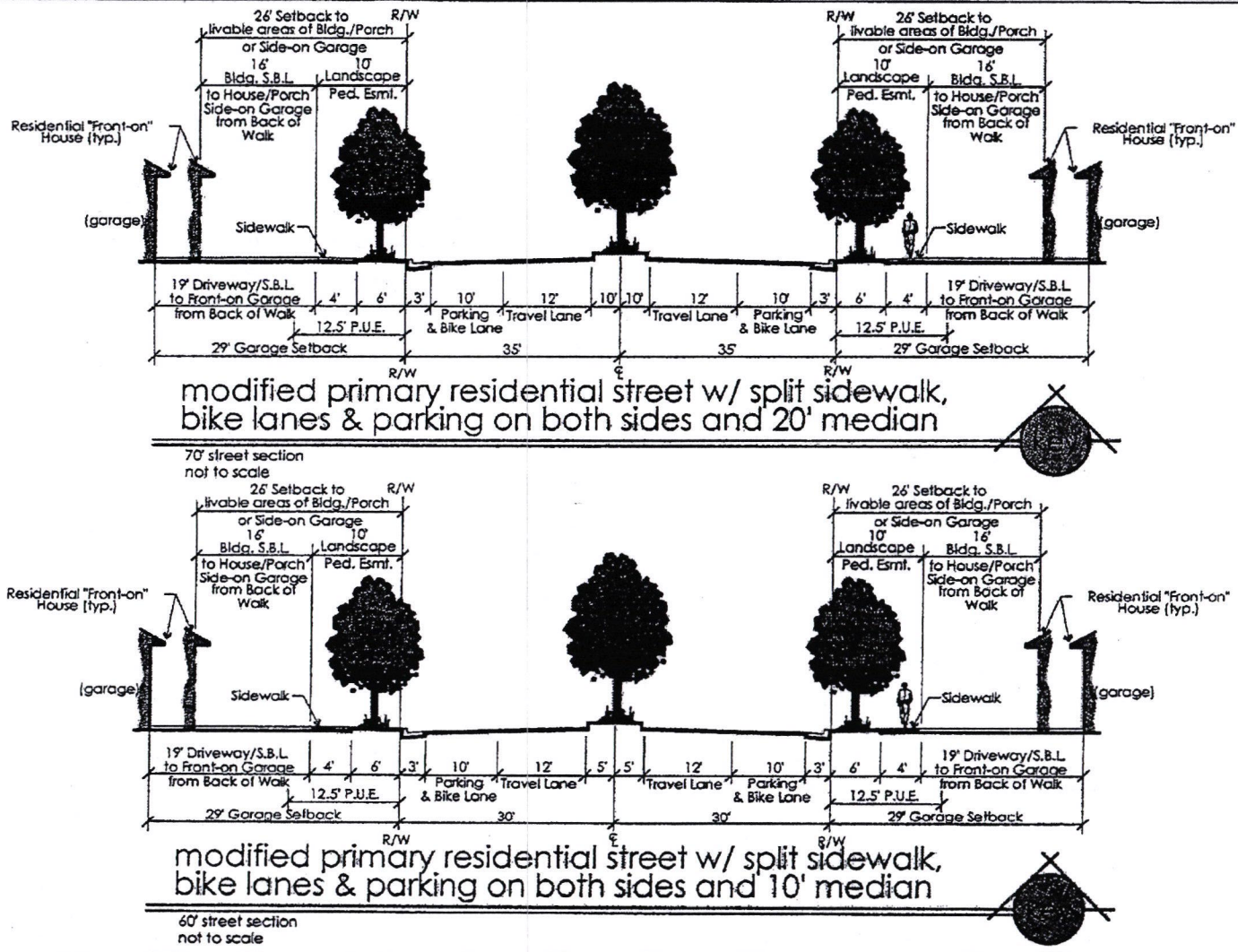


Exhibit 42 – Modified Primary Residential Street Sections

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.

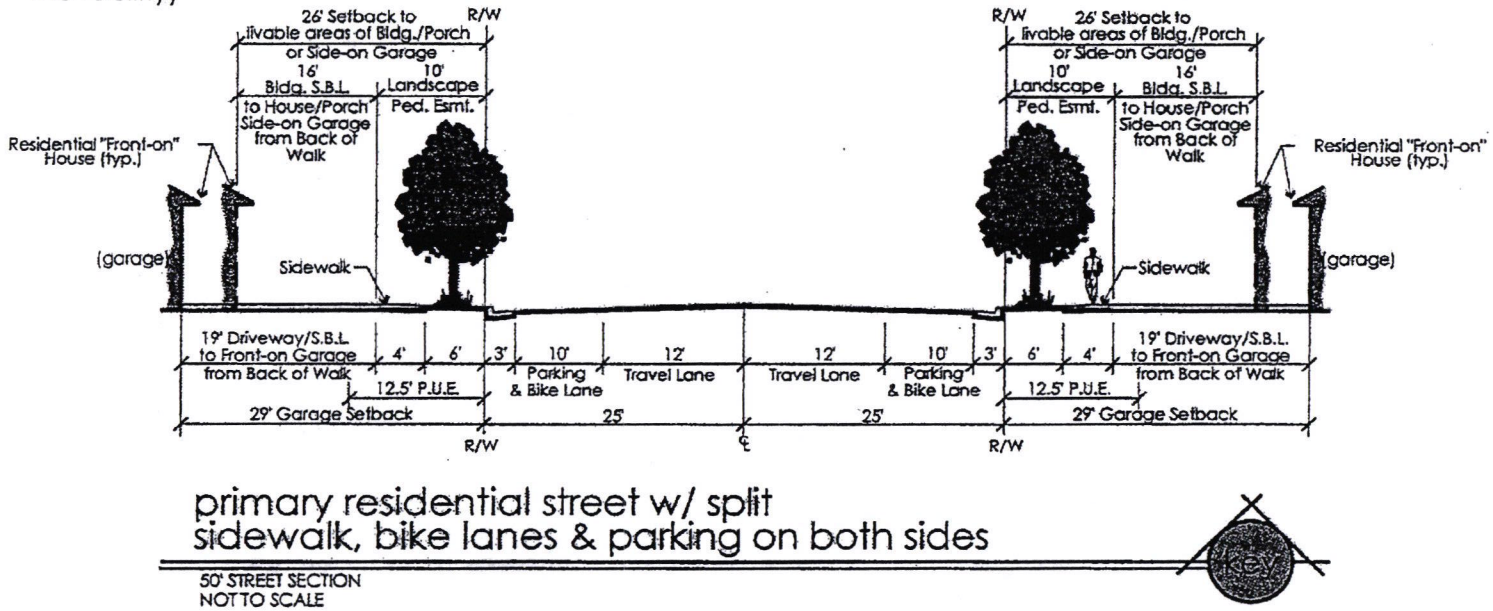
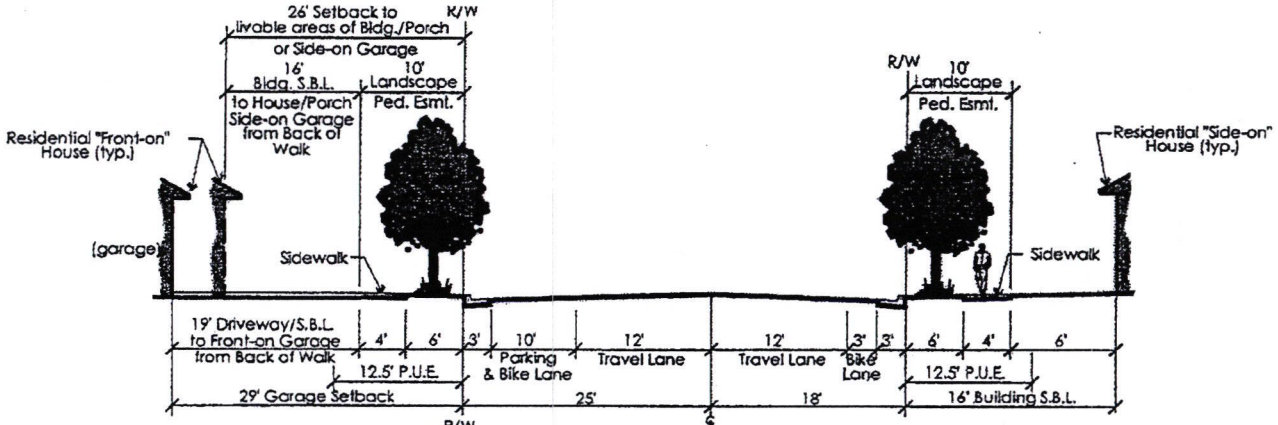
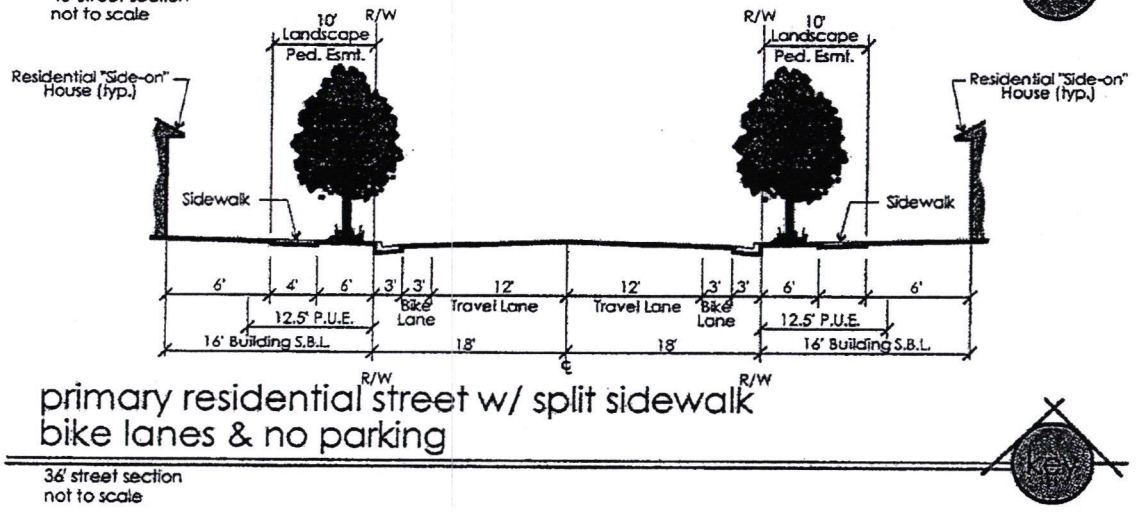


Exhibit 43 – Primary Residential Street Sections



primary residential street w/ split sidewalk, bike lanes & parking on one side

43' street section
not to scale



primary residential street w/ split sidewalk bike lanes & no parking

36' street section
not to scale

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

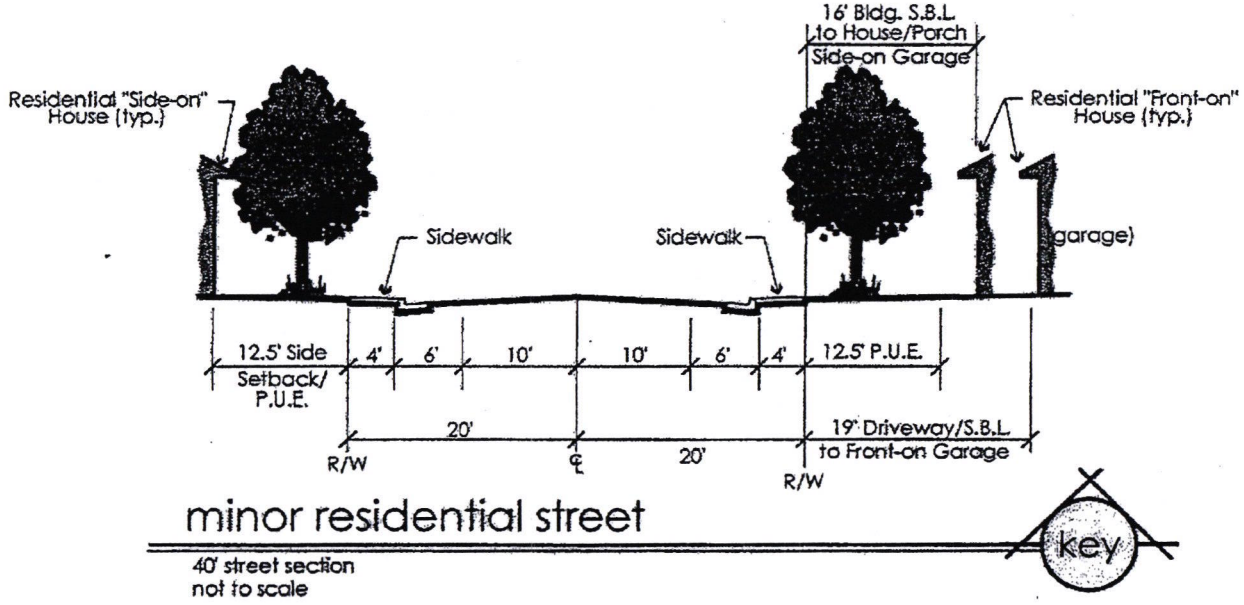


Exhibit 45 – Minor Residential Street Sections

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

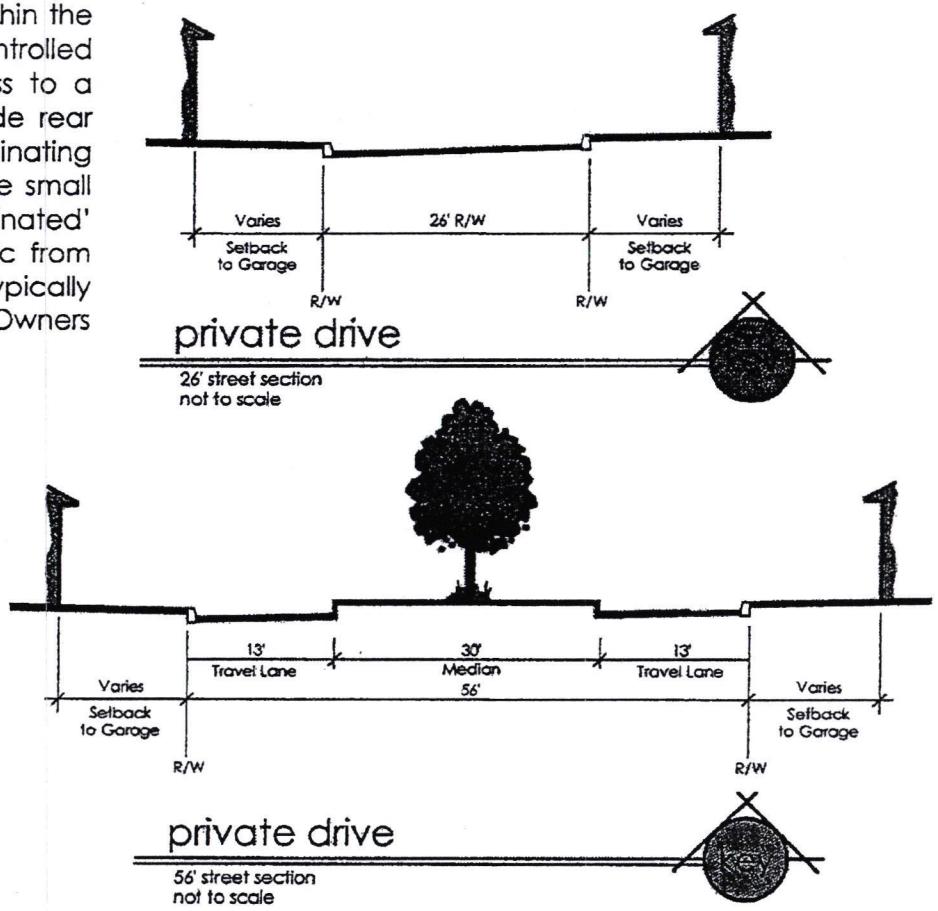


Exhibit 46 – Private Drive Sections

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

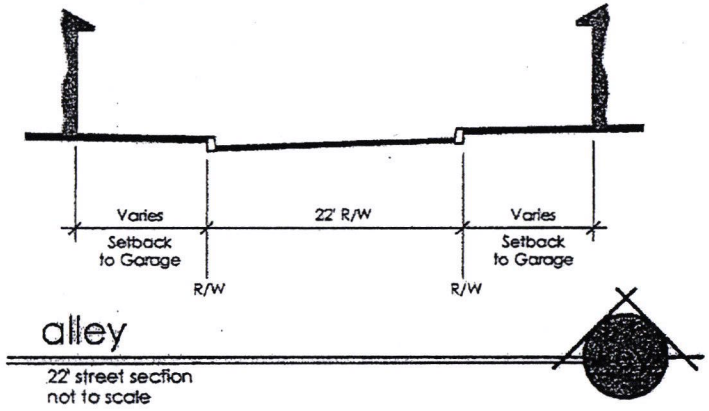


Exhibit 47 – Alley Section

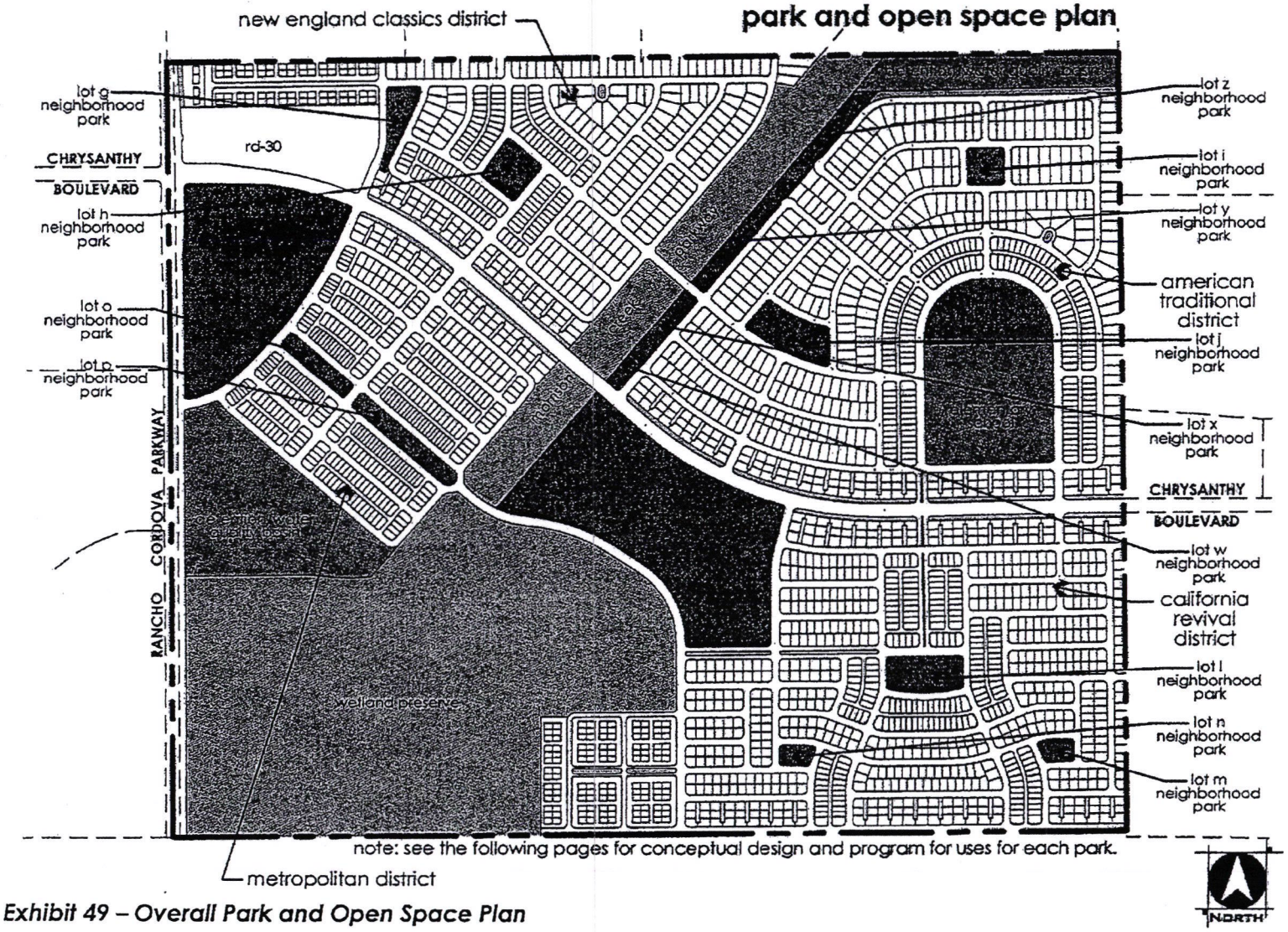


Exhibit 49 – Overall Park and Open Space Plan

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

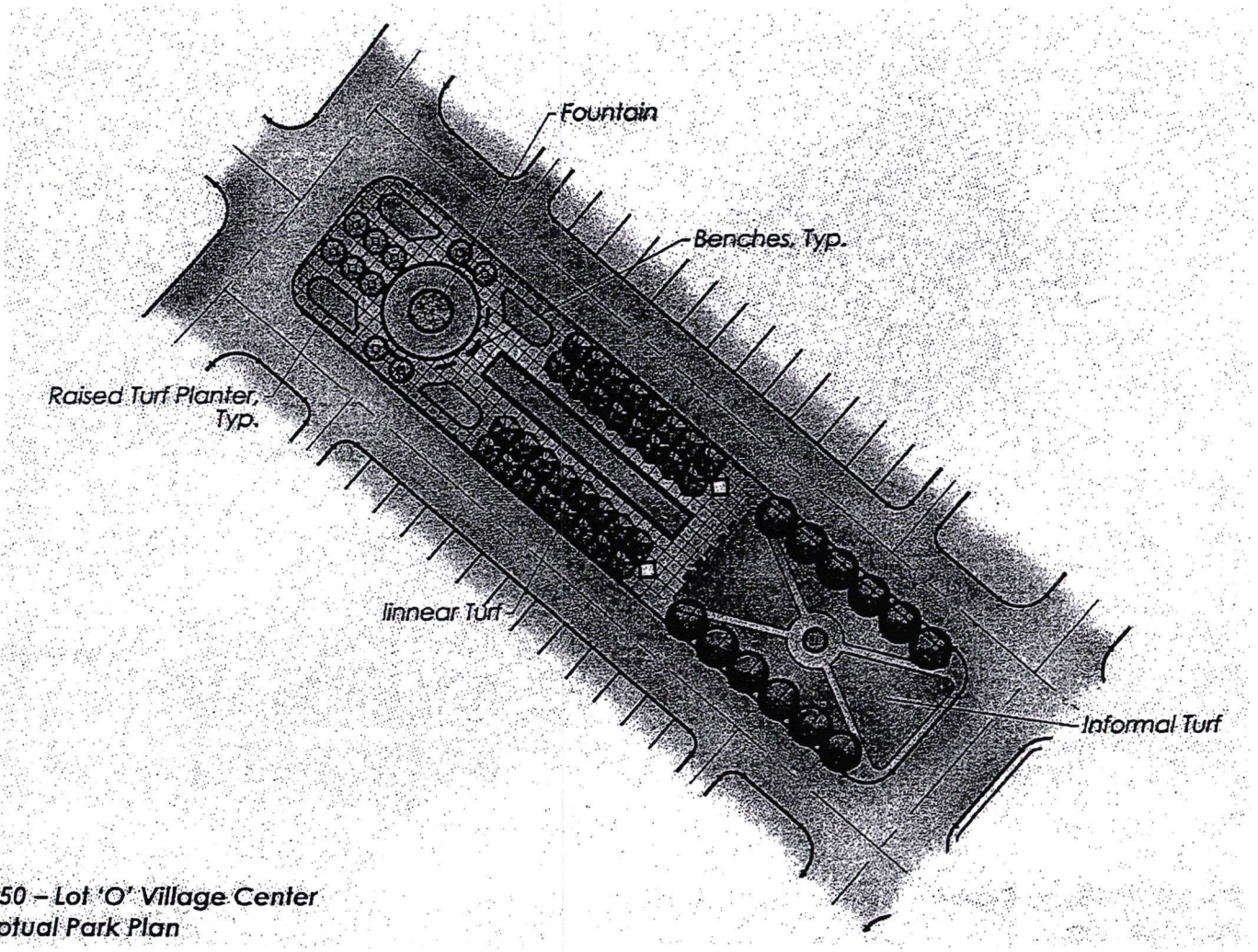


Exhibit 50 – Lot 'O' Village Center Conceptual Park Plan

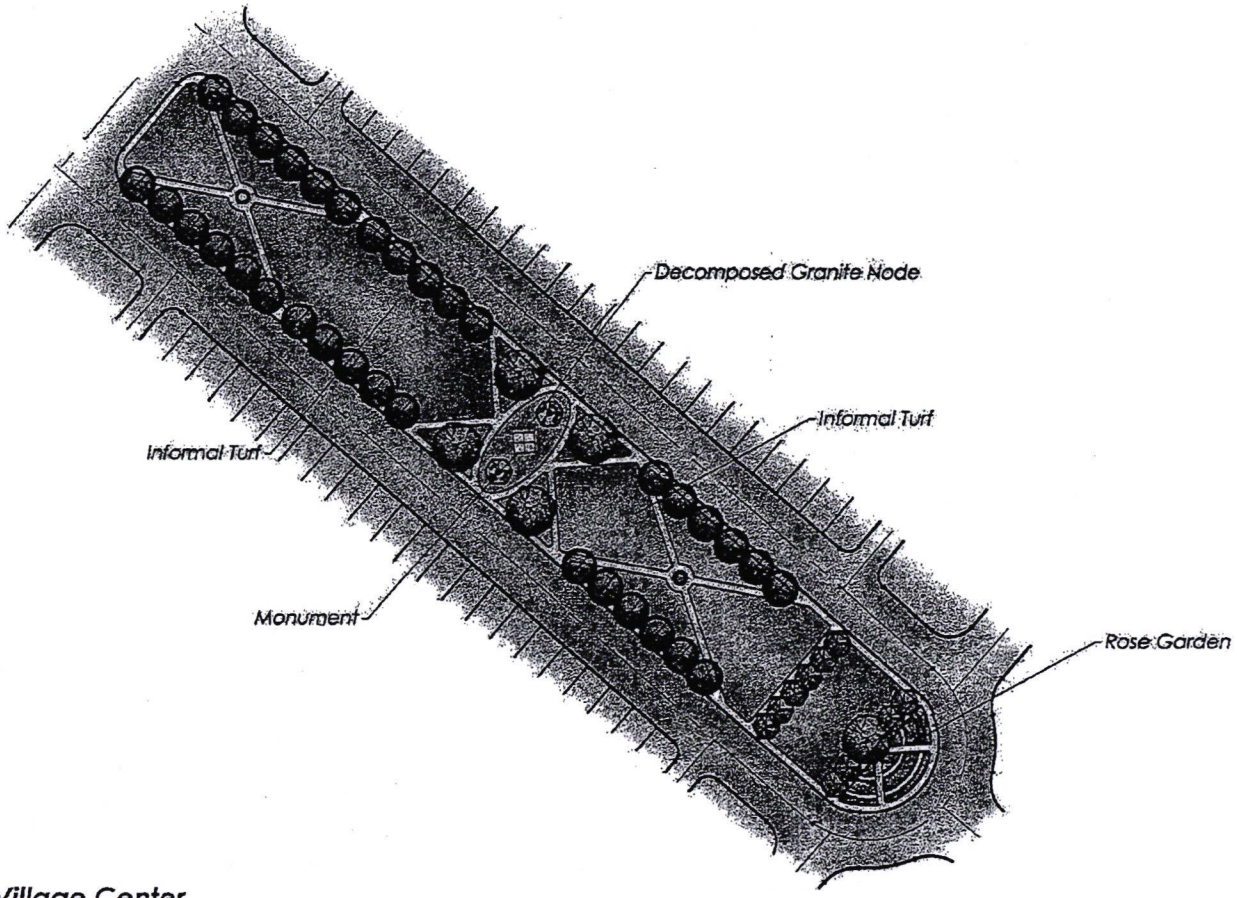


Exhibit 51 – Lot 'P' Village Center
Conceptual Park Plan

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

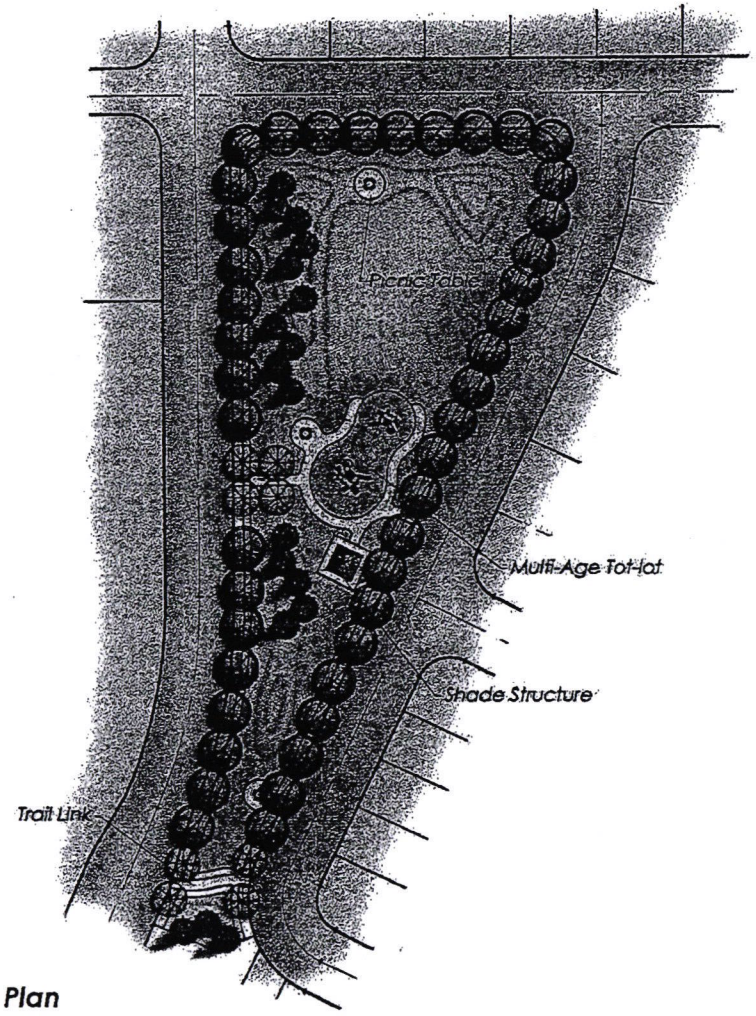


Exhibit 52 – Lot 'G' Conceptual Park Plan

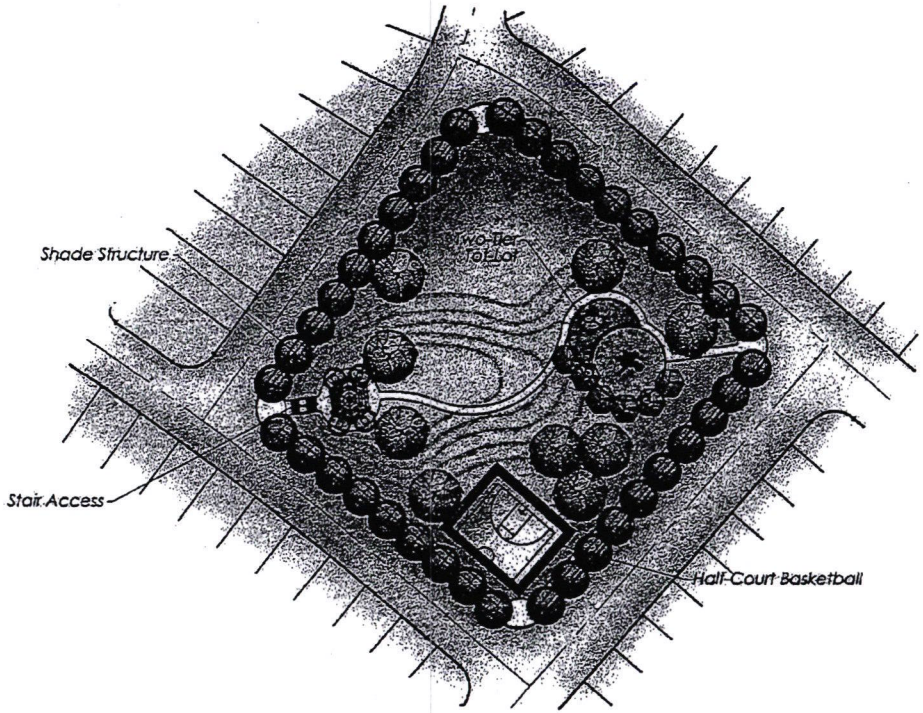


Exhibit 53 – Lot 'H' Conceptual Park Plan

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

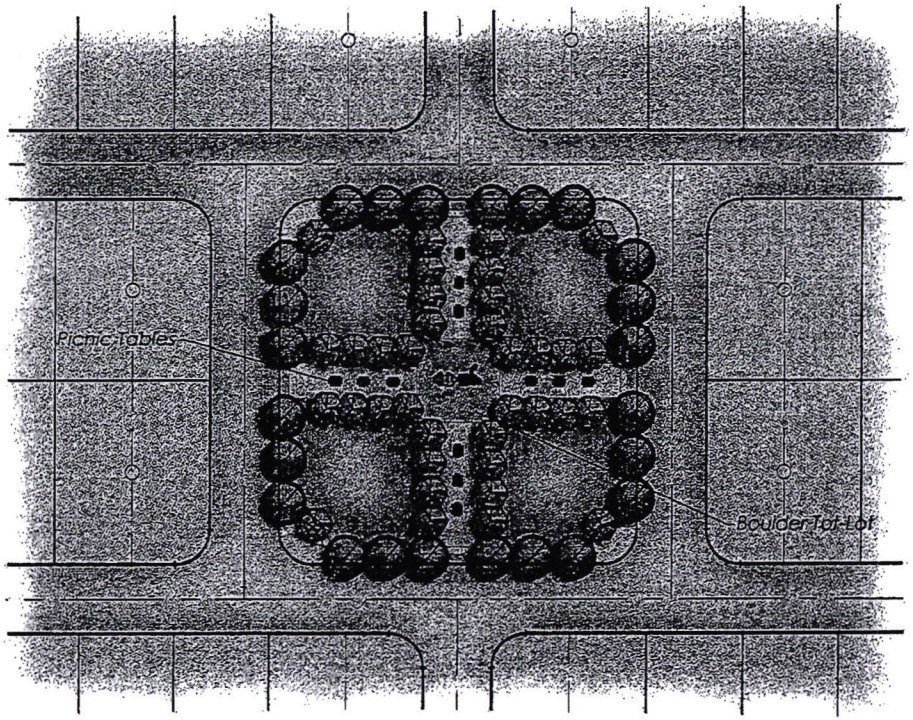


Exhibit 54 – Lot 'I' Conceptual Park Plan

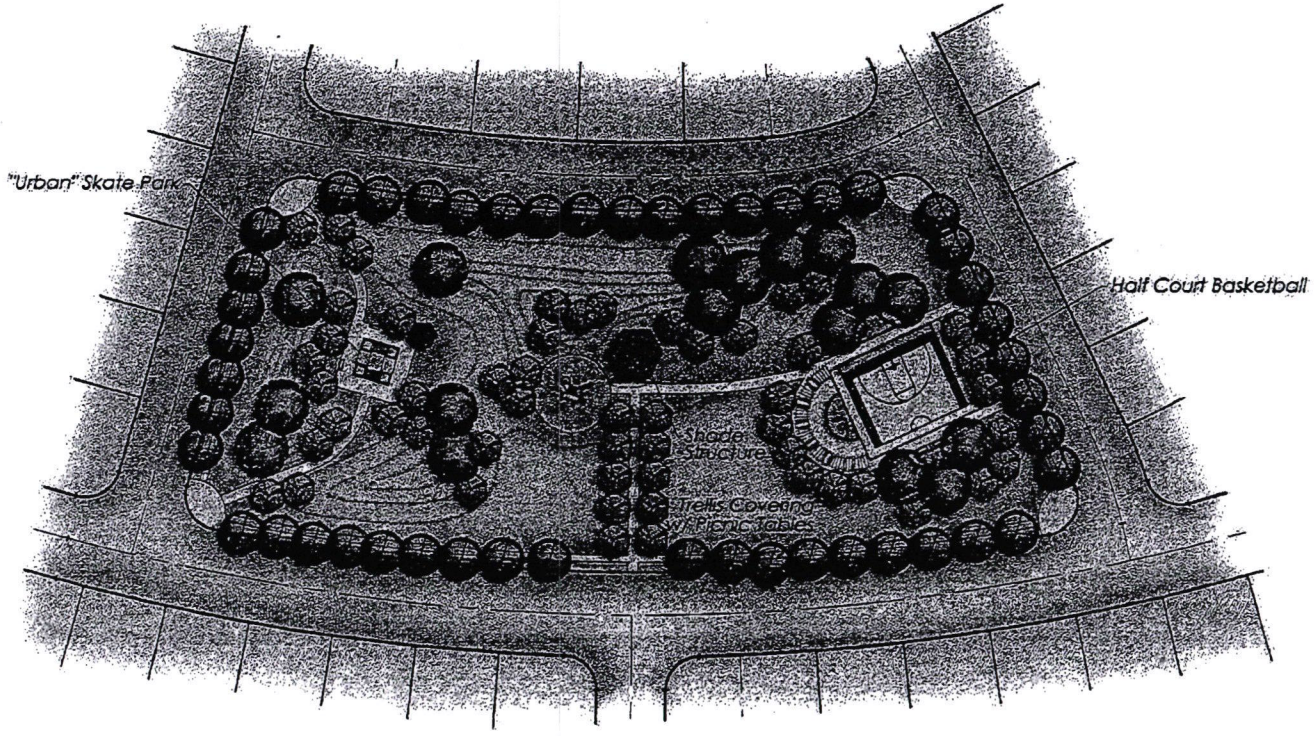


Exhibit 55 – Lot 'J' Conceptual Park Plan

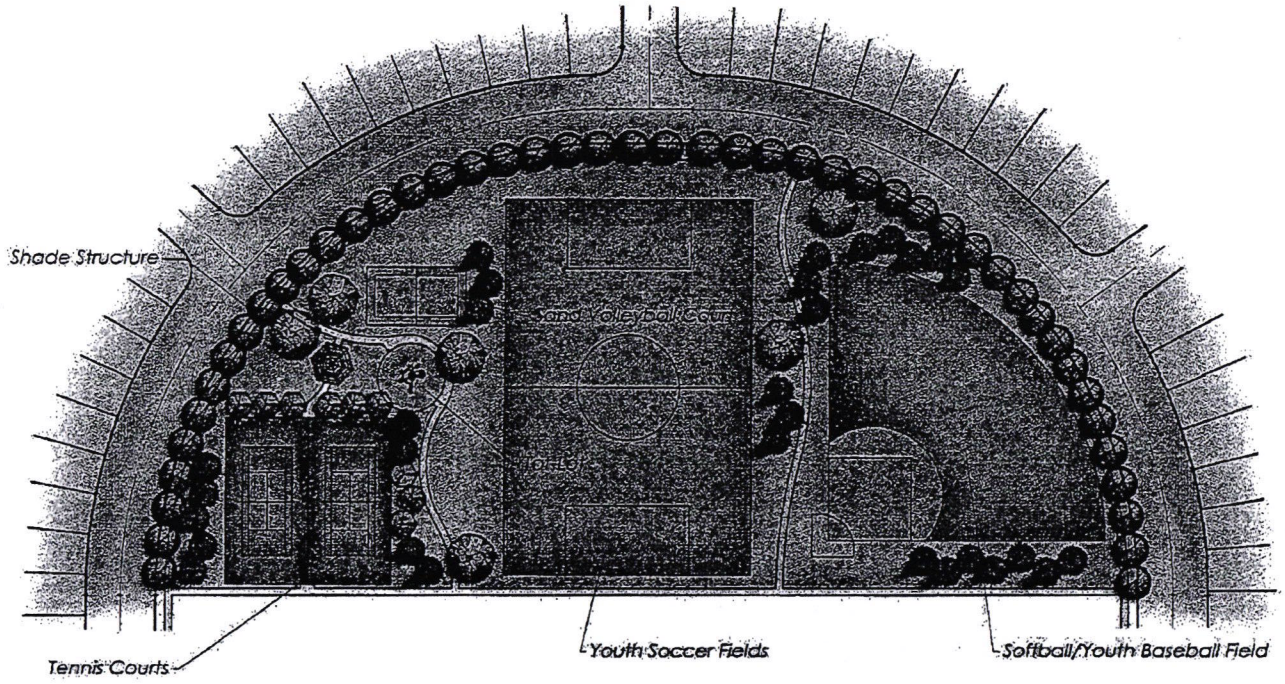


Exhibit 56 – Lot 'K' Conceptual School Park Plan

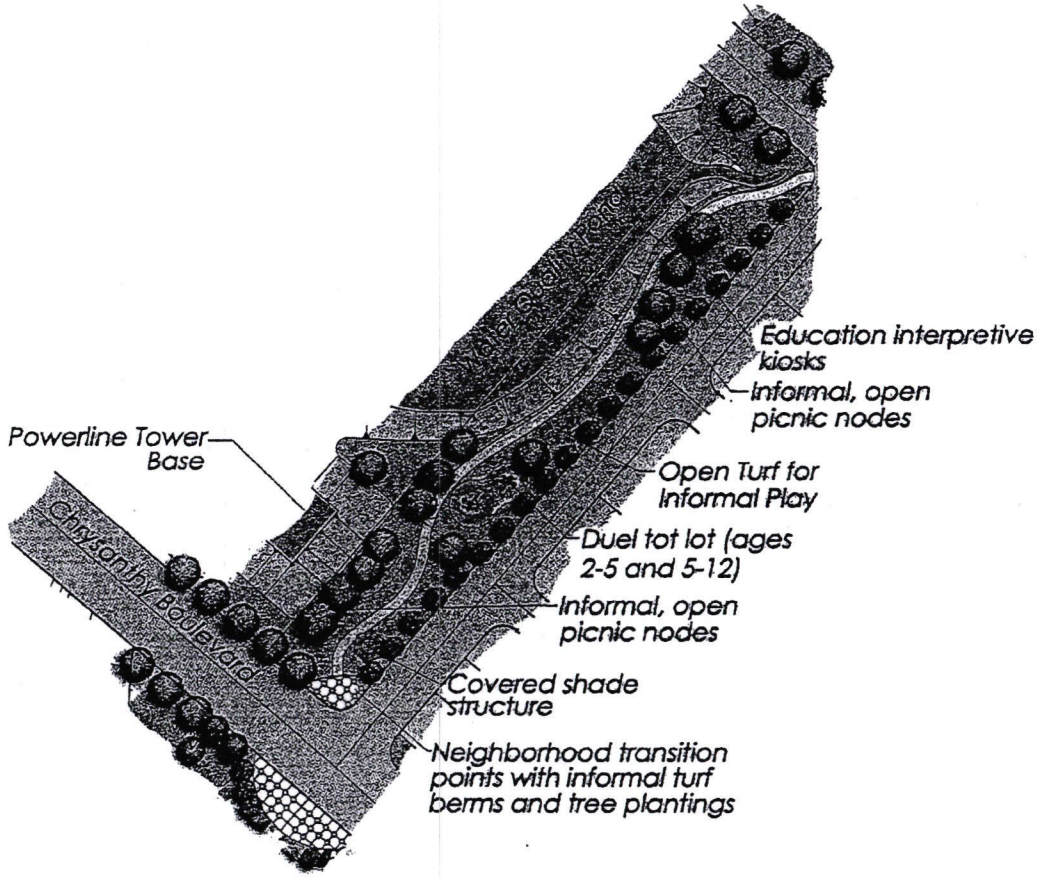


Exhibit 57 – Lot 'W' and 'X' Morrison Creek Parkway Park Conceptual Park Plan

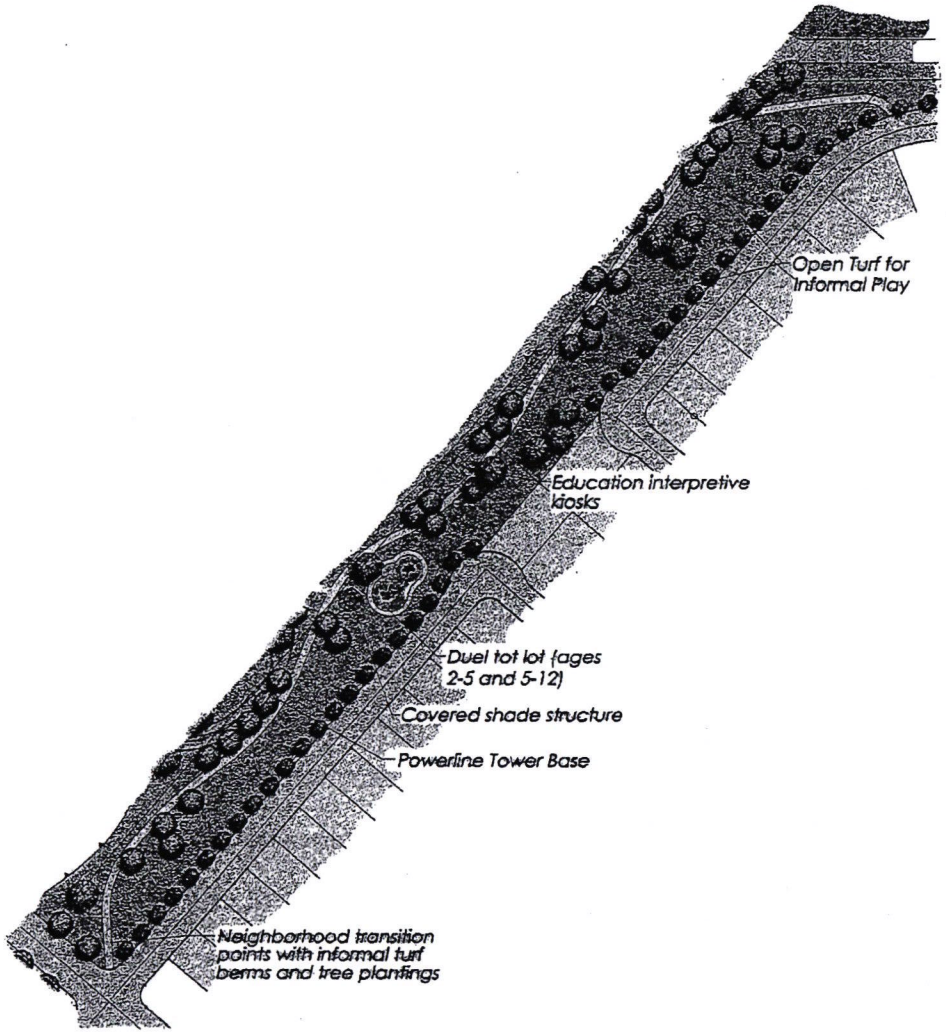


Exhibit 58 – Lot 'Y' and 'Z' Morrison Creek Parkway Park Conceptual Park Plan

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

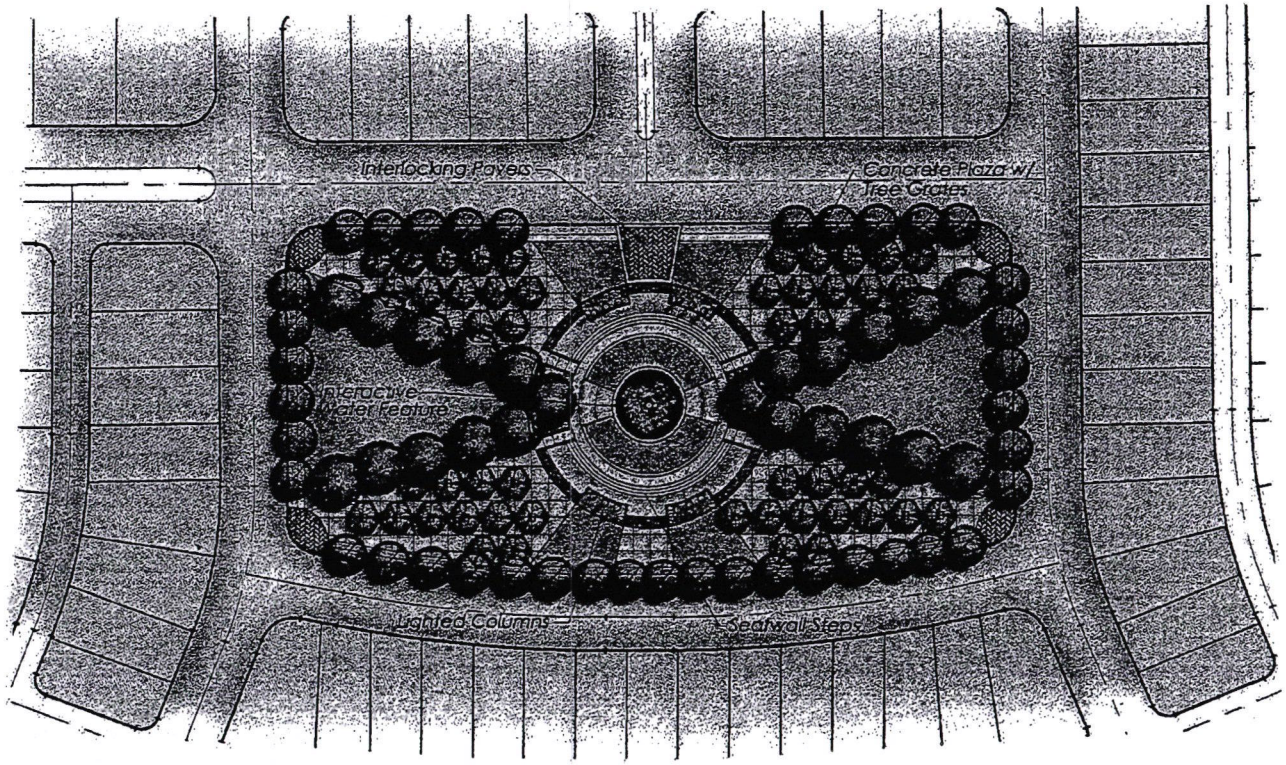


Exhibit 59 – Lot 'L' Conceptual Plaza Park Plan

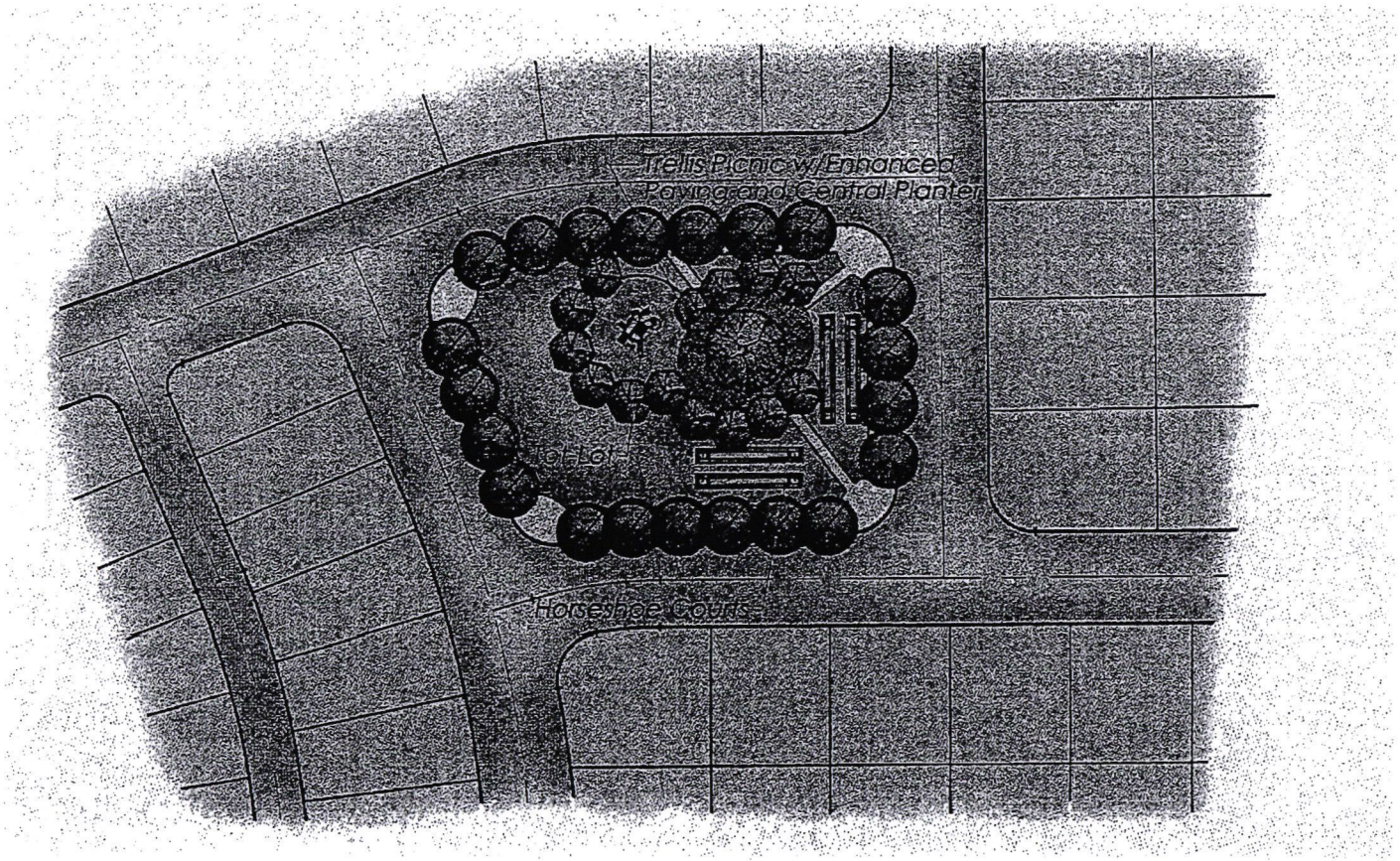


Exhibit 60 – Lot 'M' Conceptual Park Plan

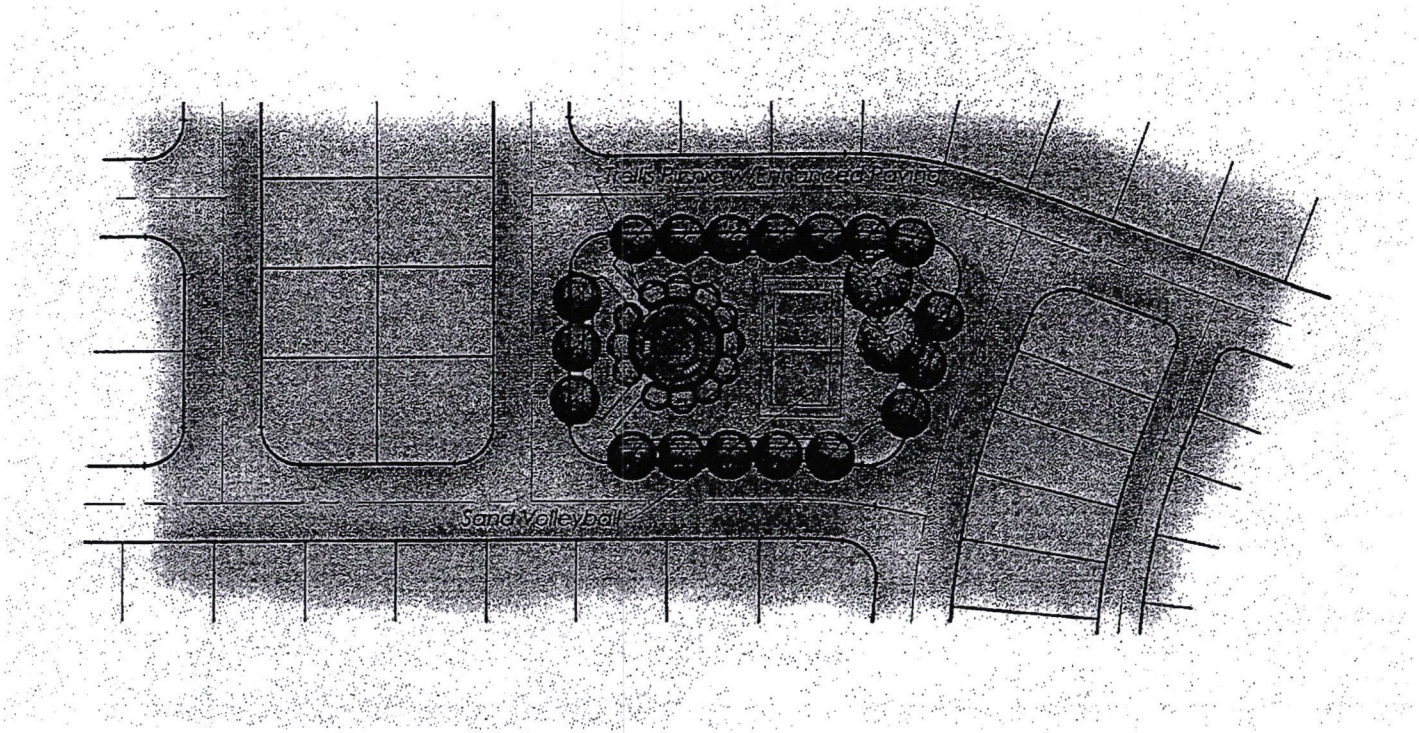


Exhibit 61 – Lot 'N' Conceptual Park Plan

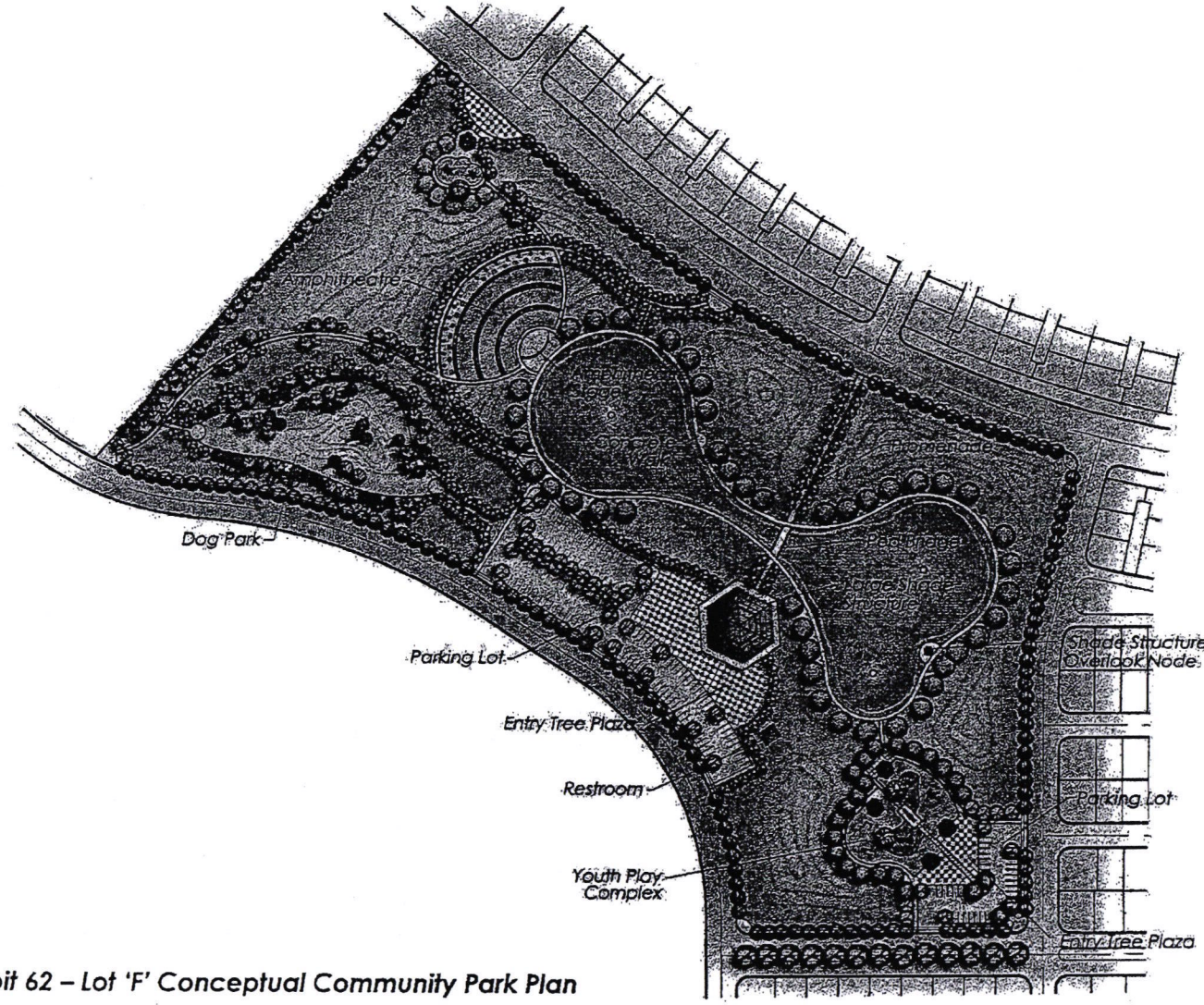


Exhibit 62 – Lot 'F' Conceptual Community Park Plan

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.

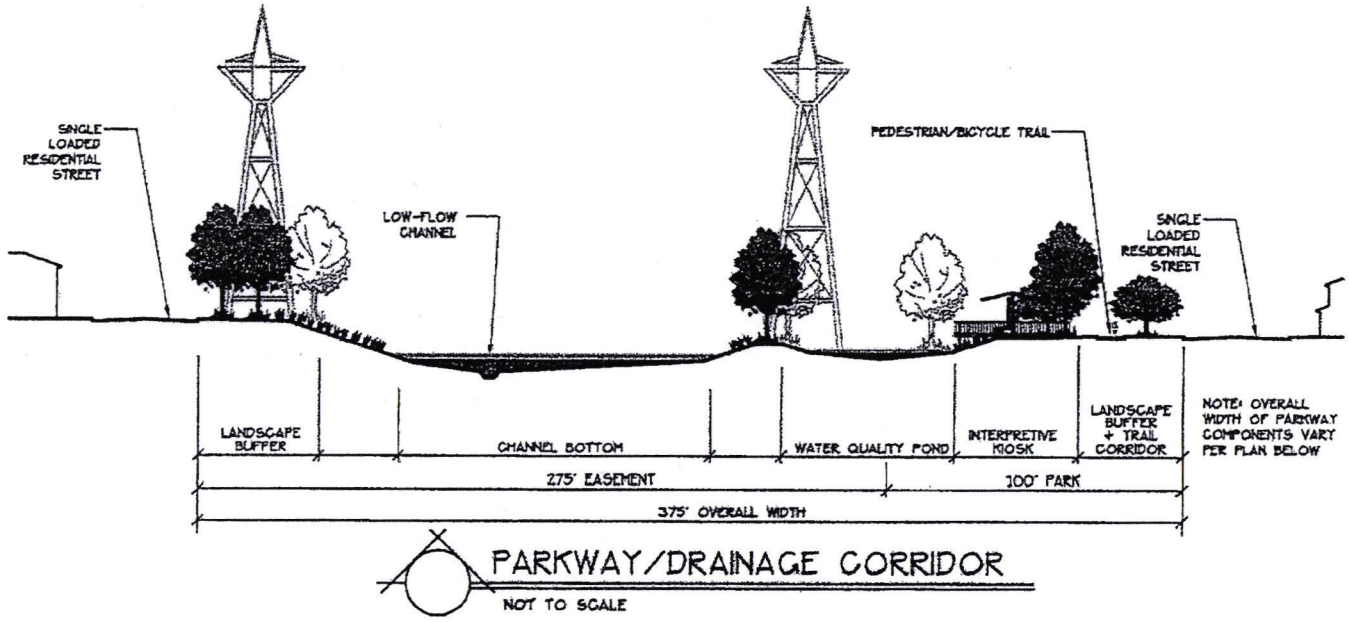


Exhibit 63 – Morrison Creek Parkway Section

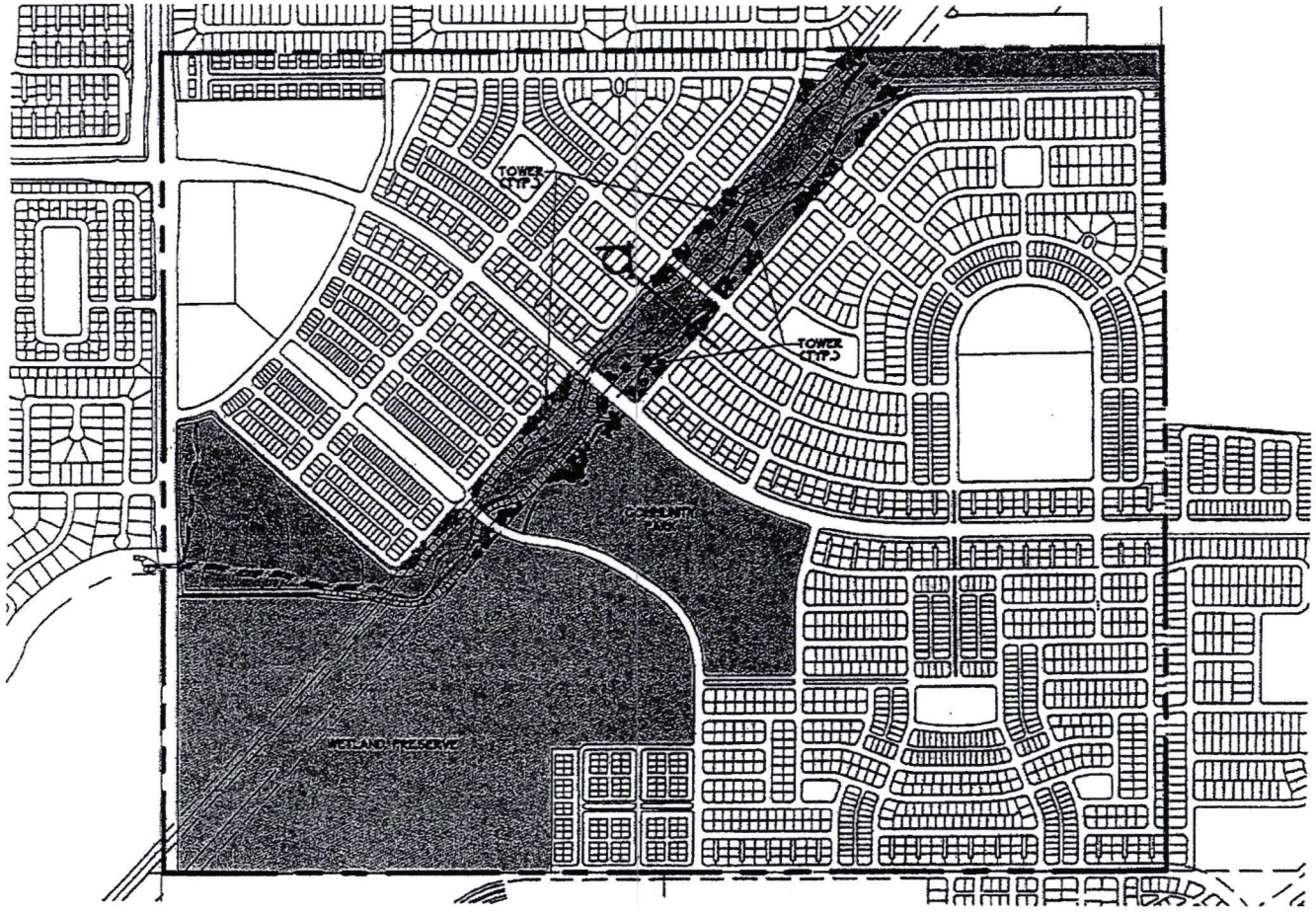


Exhibit 64 –Overall Morrison Creek Parkway Plan

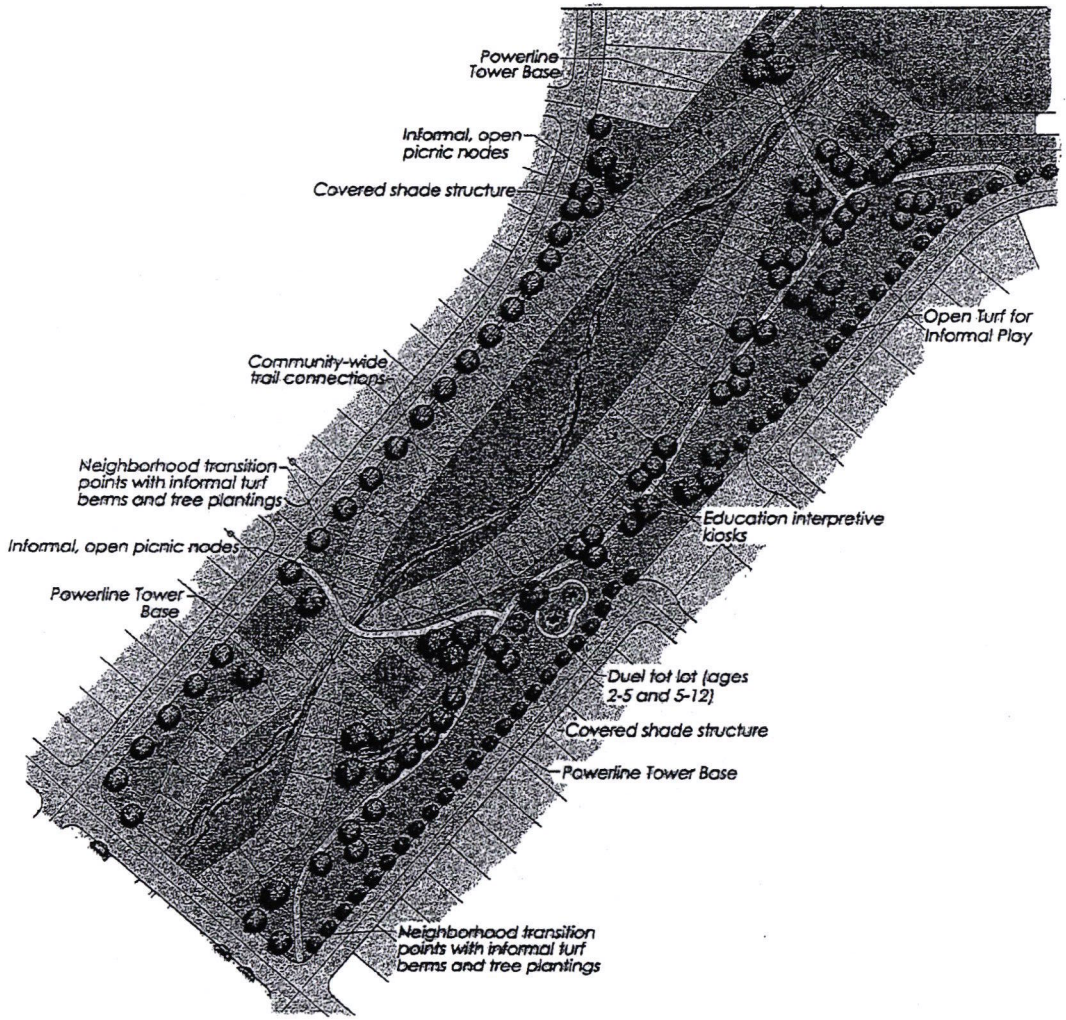


Exhibit 65 –Morrison Creek Parkway (North) Conceptual Plan

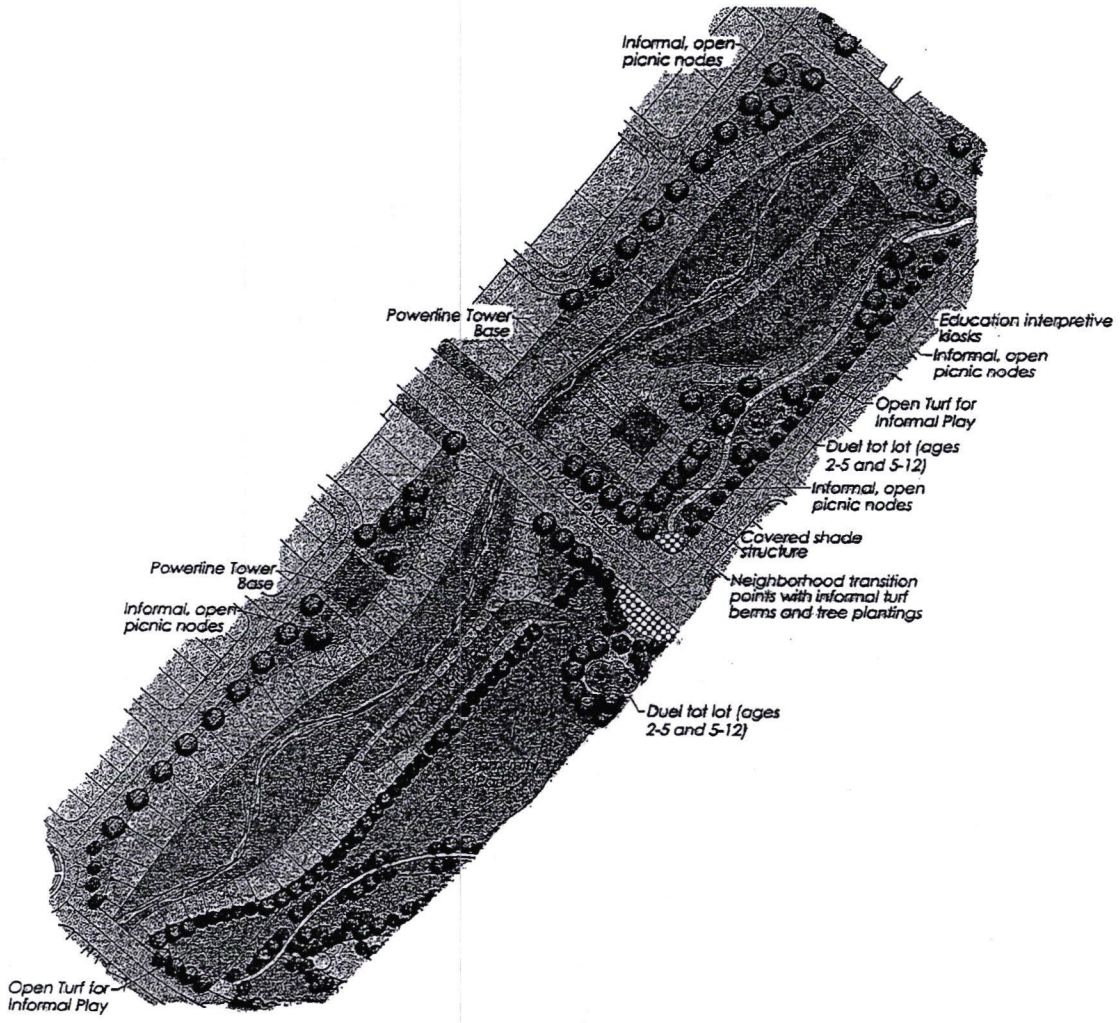


Exhibit 66 –Morrison Creek Parkway (South)
Conceptual Plan

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

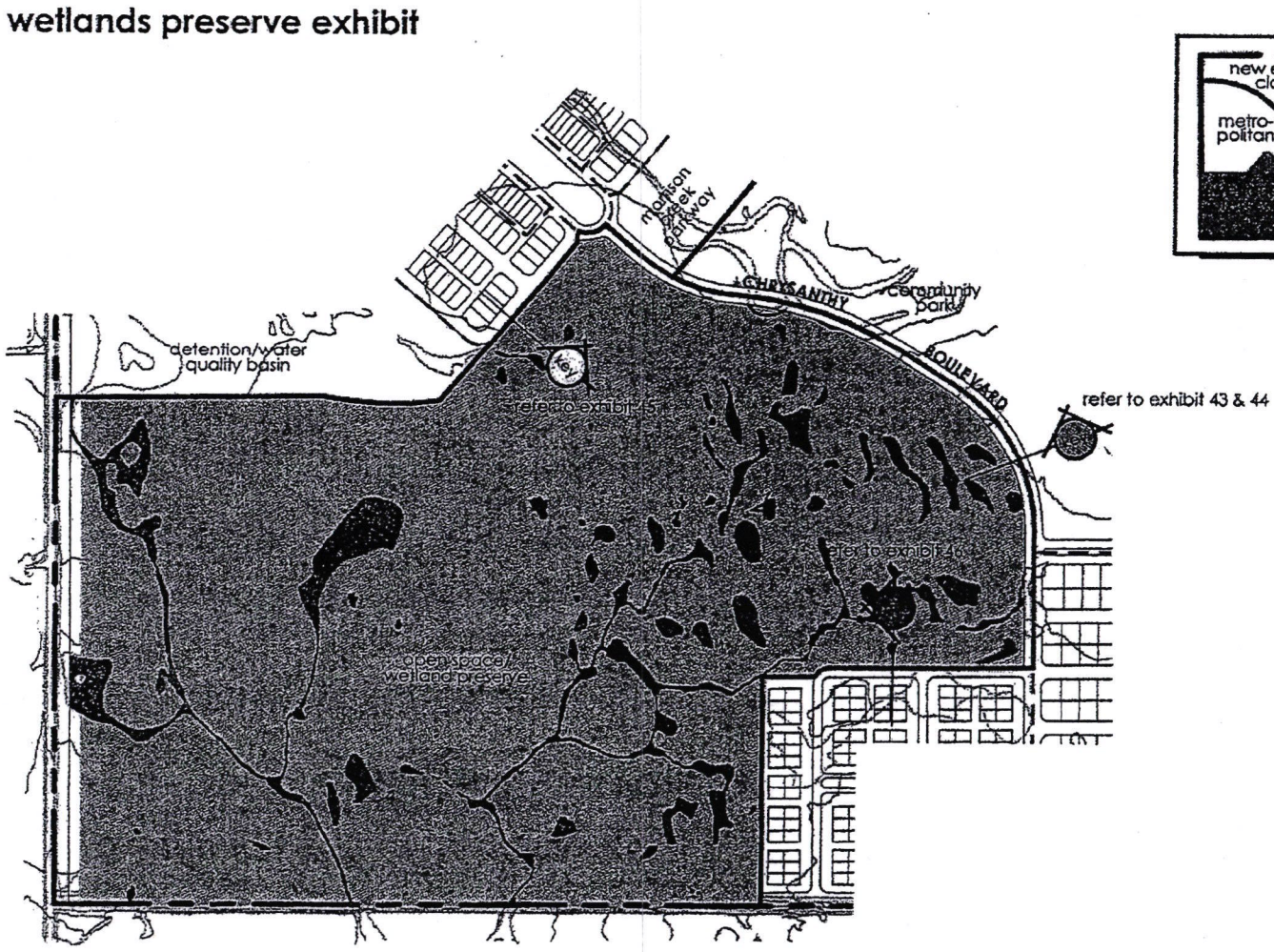


Exhibit 67 – Wetland Preserve

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** 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

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

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 2,393 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 as Conditions 26 through 32 in 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 the Threshold Conditions. In the event the City Council waives the application of the Threshold Conditions, the Project shall be subject to the conditions identified in Appendix B-1 of the Conditions of Approval to the Tentative Subdivision Maps approved by City Resolution No. 108-2006, and 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. 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



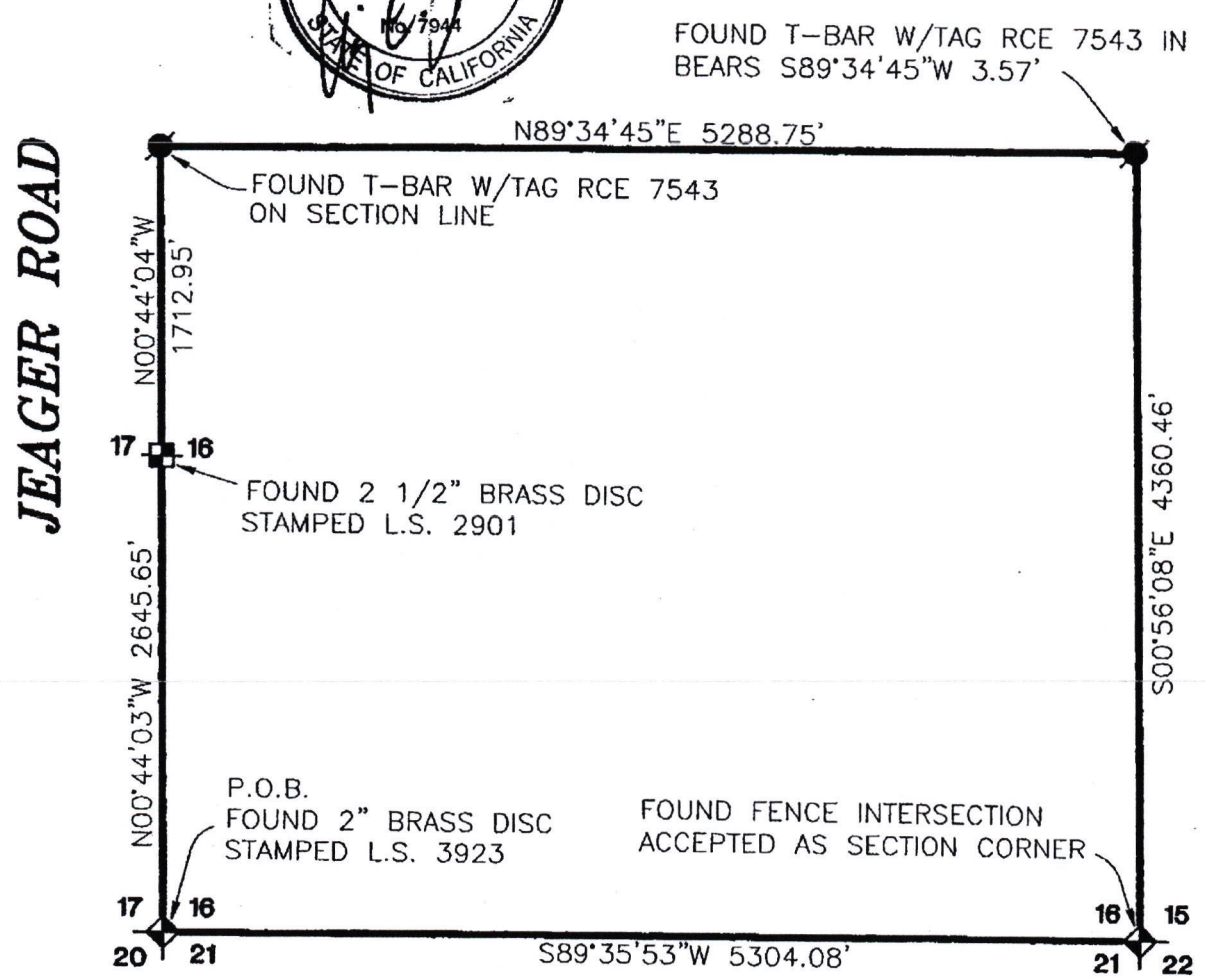
PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

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

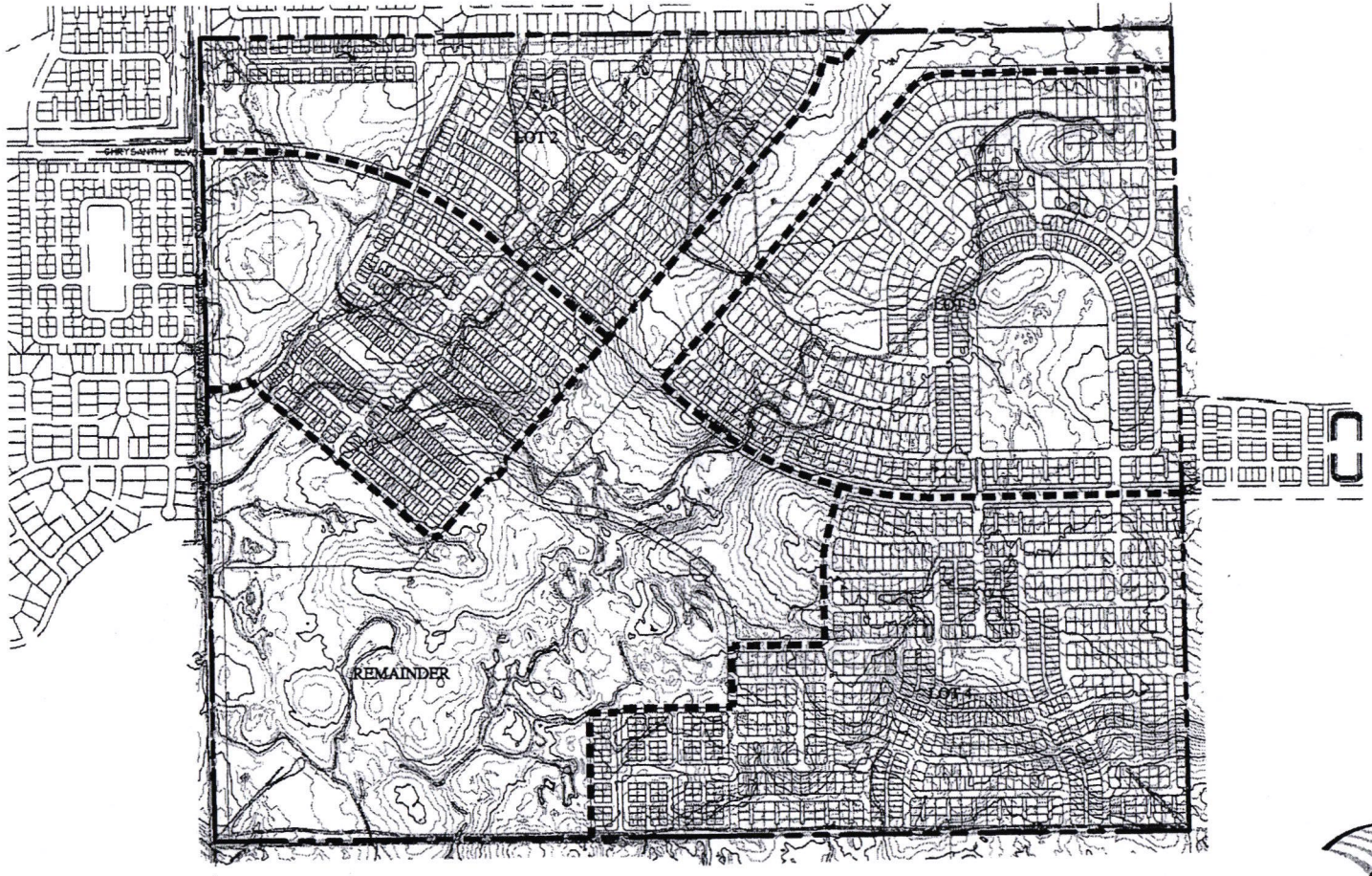
SCALE: 1"=1000'

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

LARGE LOT EXHIBIT B-1

THE PRESERVE AT SUNRIDGE

(FORMERLY SUNRDIGE VILLAGE)
CITY OF RANCHO, CALIFORNIA
JUNE 21, 2006



NORTH
0 1200
600 2400

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

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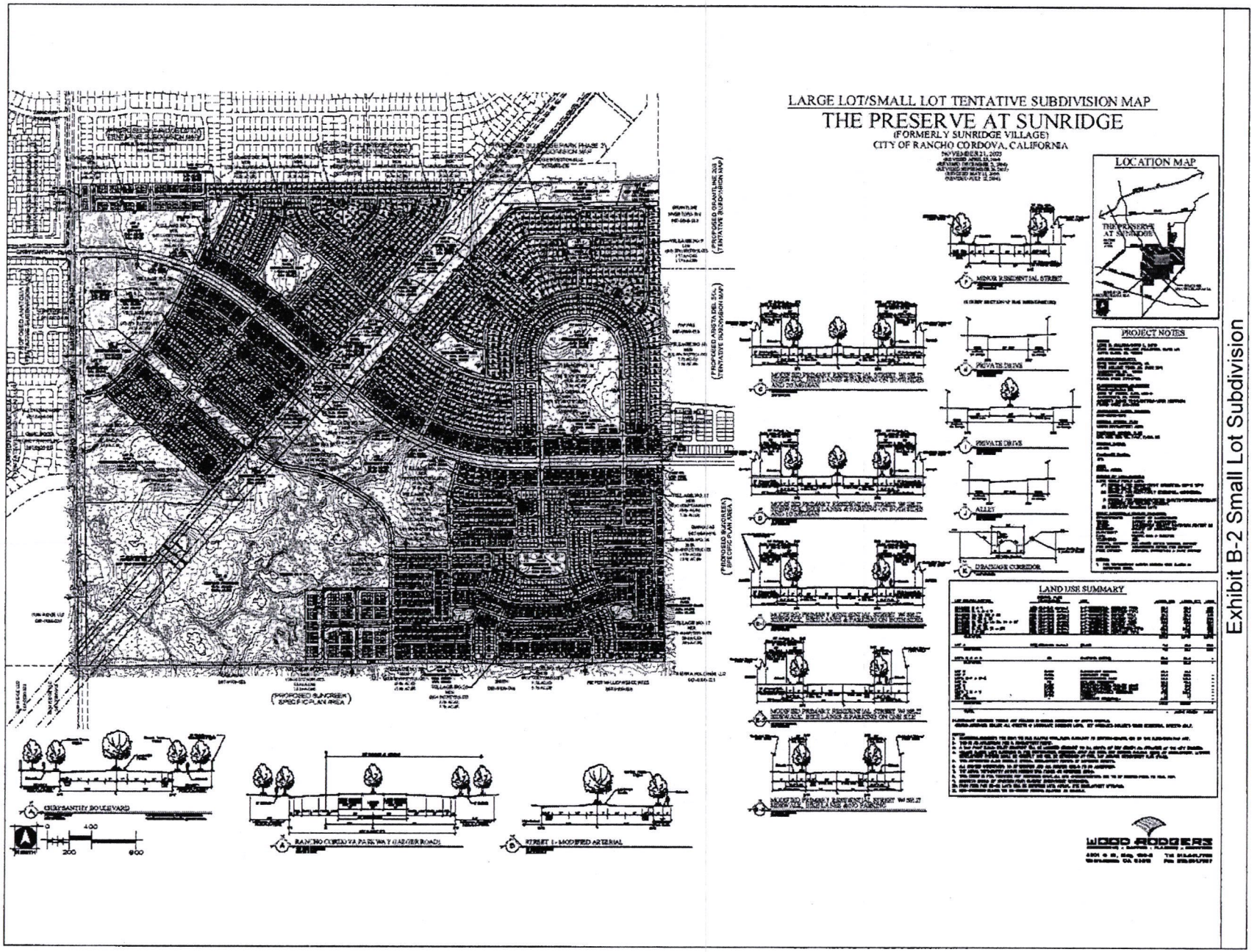


Exhibit B-2 Small Lot Subdivision

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.

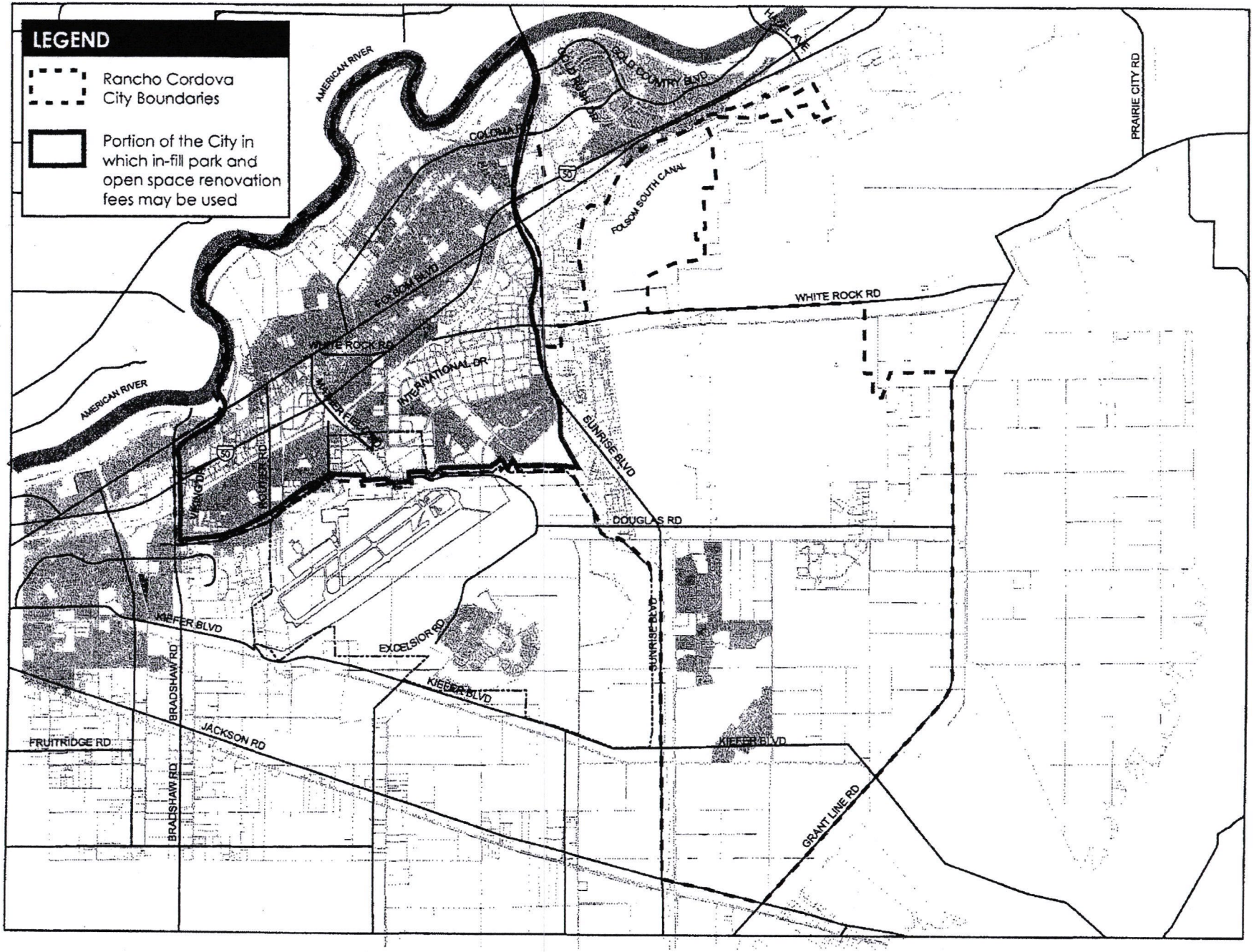

LEGEND
Rancho Cordova City Boundaries
Portion of the City in which in-fill park and open space renovation fees may be used
AMERICAN RIVER
COLOMA
GOLD COUNTRY BLVD
PRAIRIE CITY RD
FOLSOM SOUTH CANAL
FOLSOM BLVD
WHITE ROCK RD
INTERNATIONAL DR
SUNRISE BLVD
DOUGLAS RD
HAZEL AVE
HWY 50
KIEFER BLVD
EXCELSIOR RD
BRADSHAW RD
JACKSON RD
FRUITRIDGE RD
GRANT LINE RD

EXHIBIT D

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:

JAEGER ROAD 530, LLC
A California limited liability company

By: _____
Print Name:
Title:

ASSIGNEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____

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

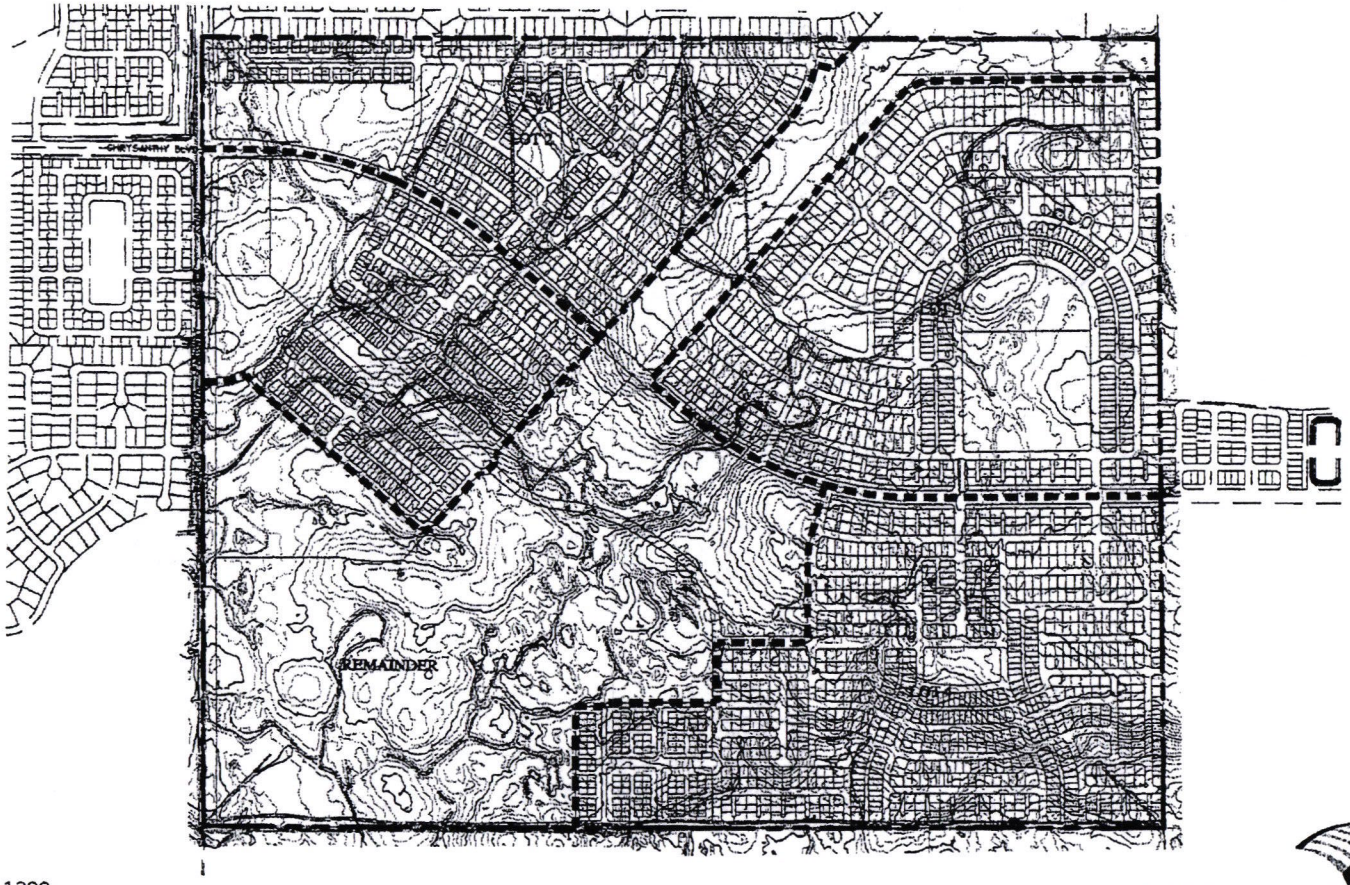
ATTEST:

Lillian E. Hare, City Clerk

LARGE LOT EXHIBIT A-1

THE PRESERVE AT SUNRIDGE

(FORMERLY SUNRDIGE VILLAGE)
CITY OF RANCHO, CALIFORNIA
JUNE 21, 2006



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

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LARGE LOT EXHIBIT A-1

THE PRESERVE AT SUNRIDGE

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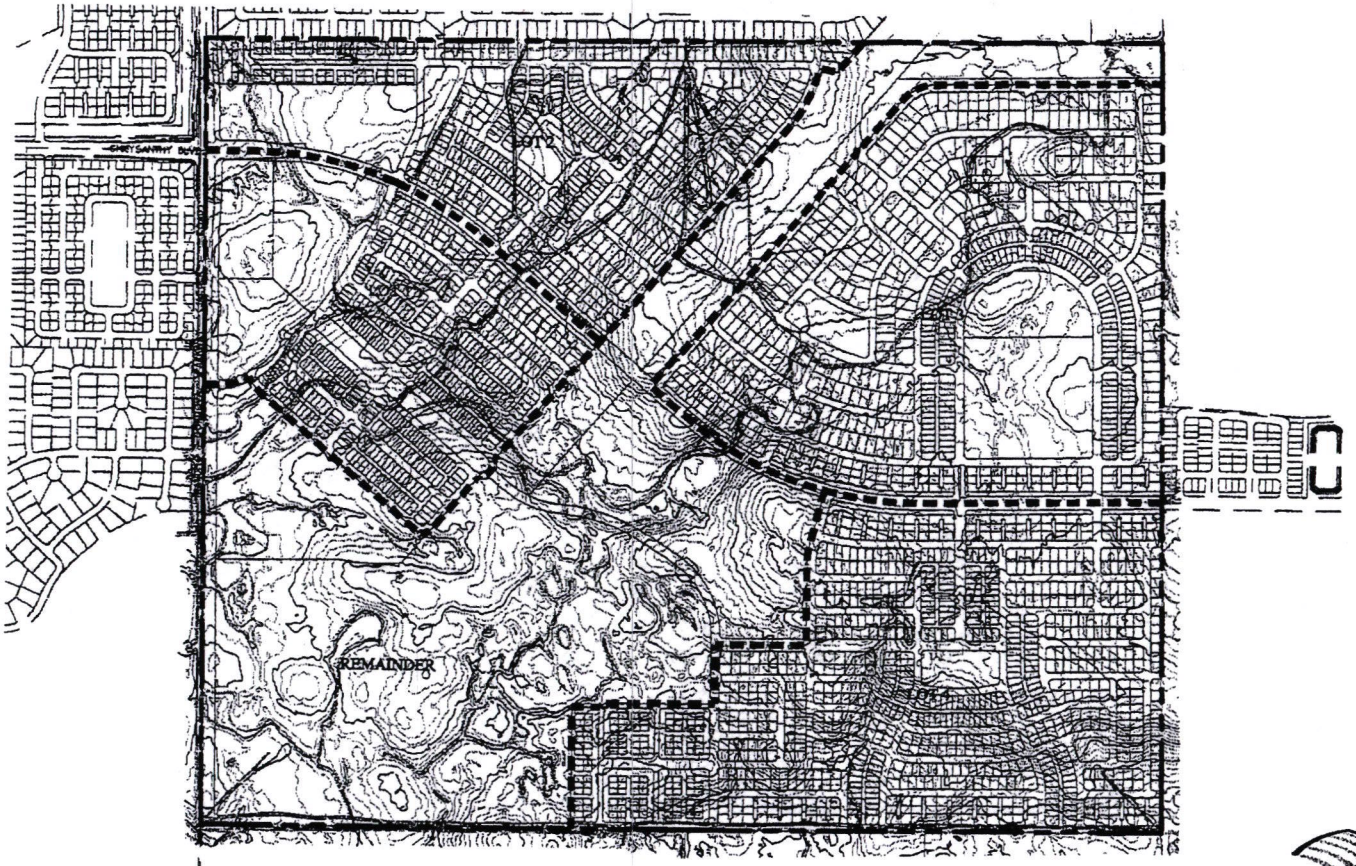
JUNE 21, 2006



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Fax 916.341.7767

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LARGE LOT EXHIBIT A-1

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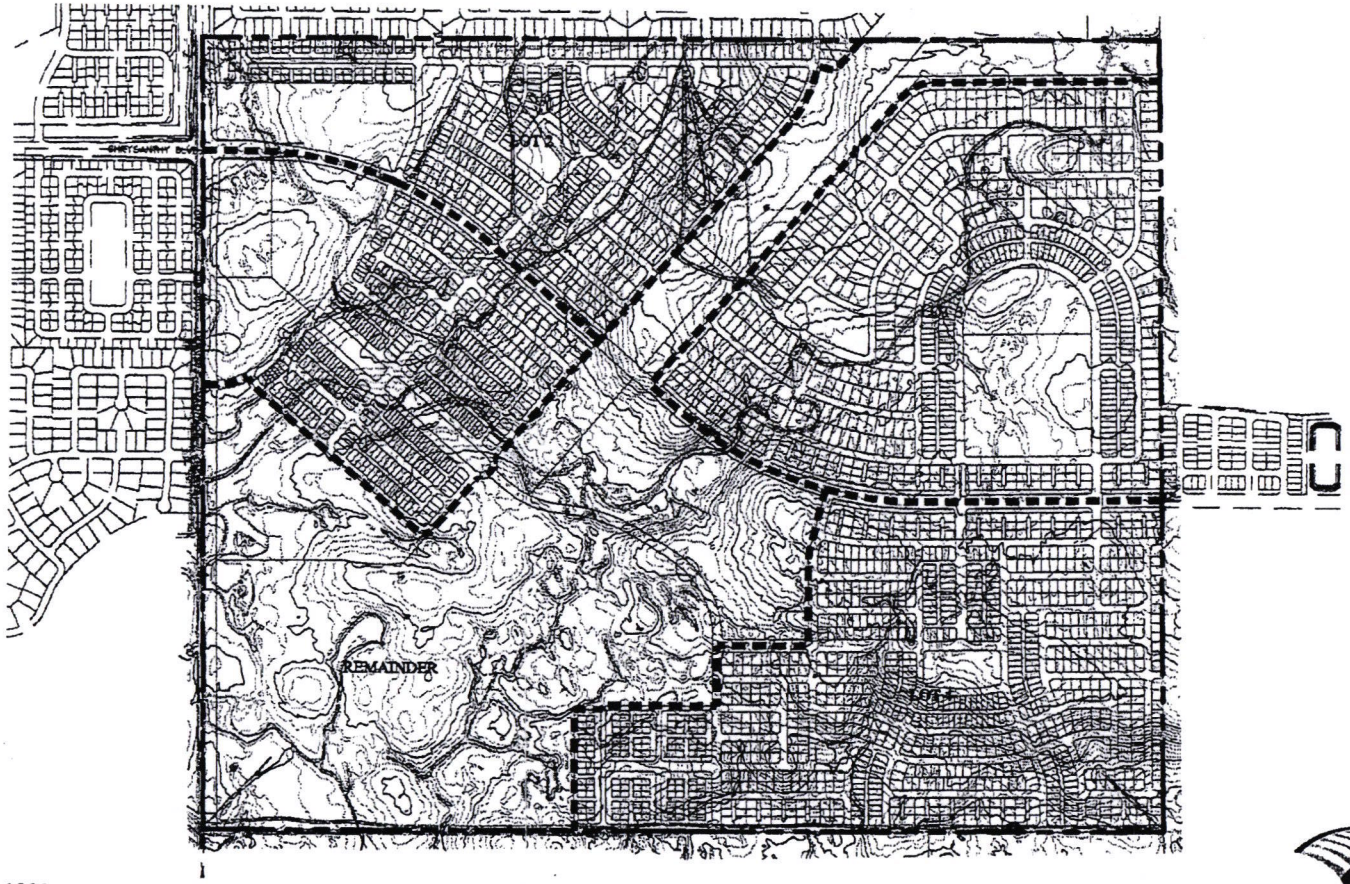

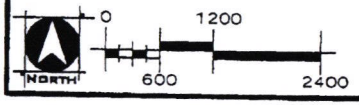

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Sacramento, CA 95816 Fax 916.341.7767

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LARGE LOT EXHIBIT A-1

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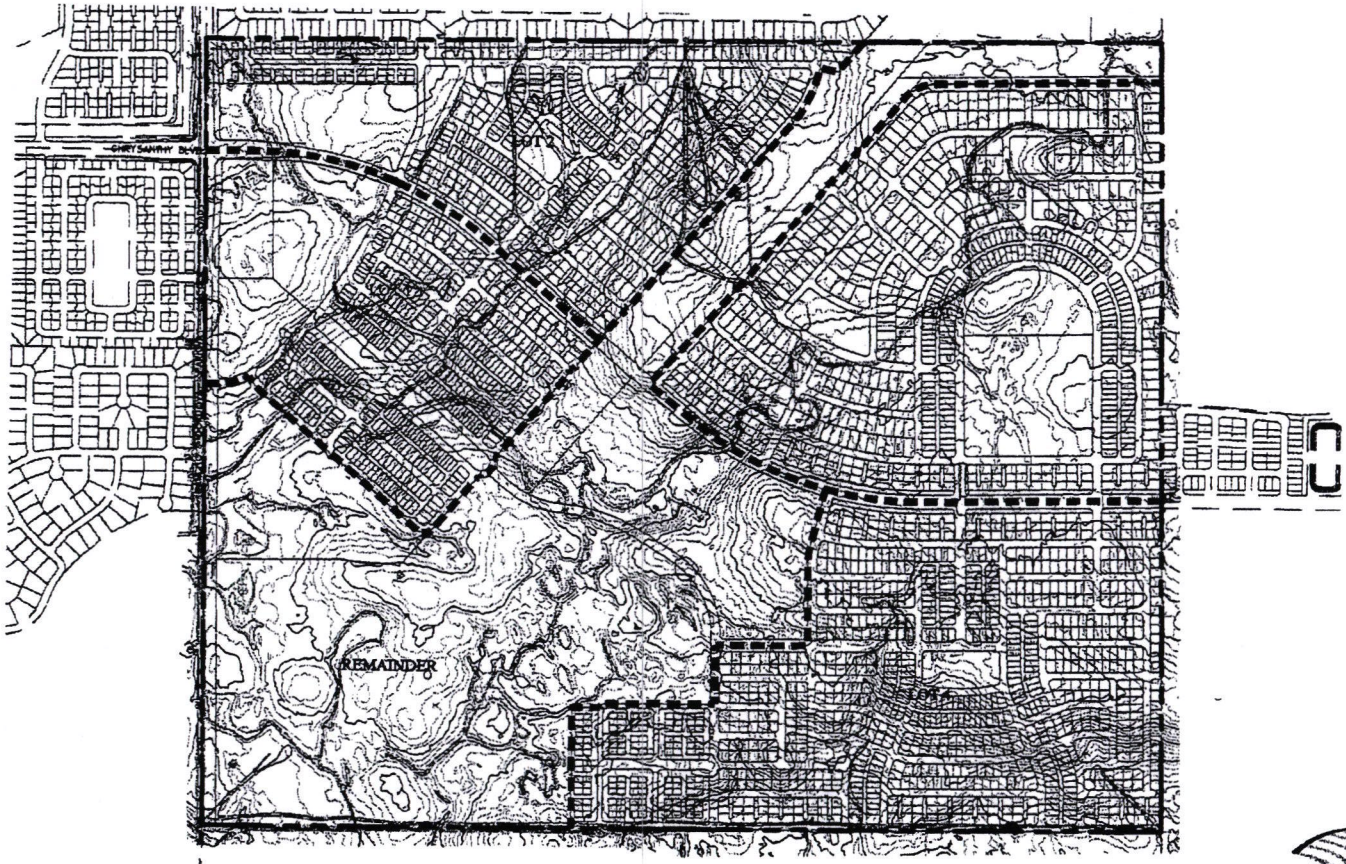
CITY OF RANCHO, CALIFORNIA
JUNE 21, 2006



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LARGE LOT EXHIBIT A-1

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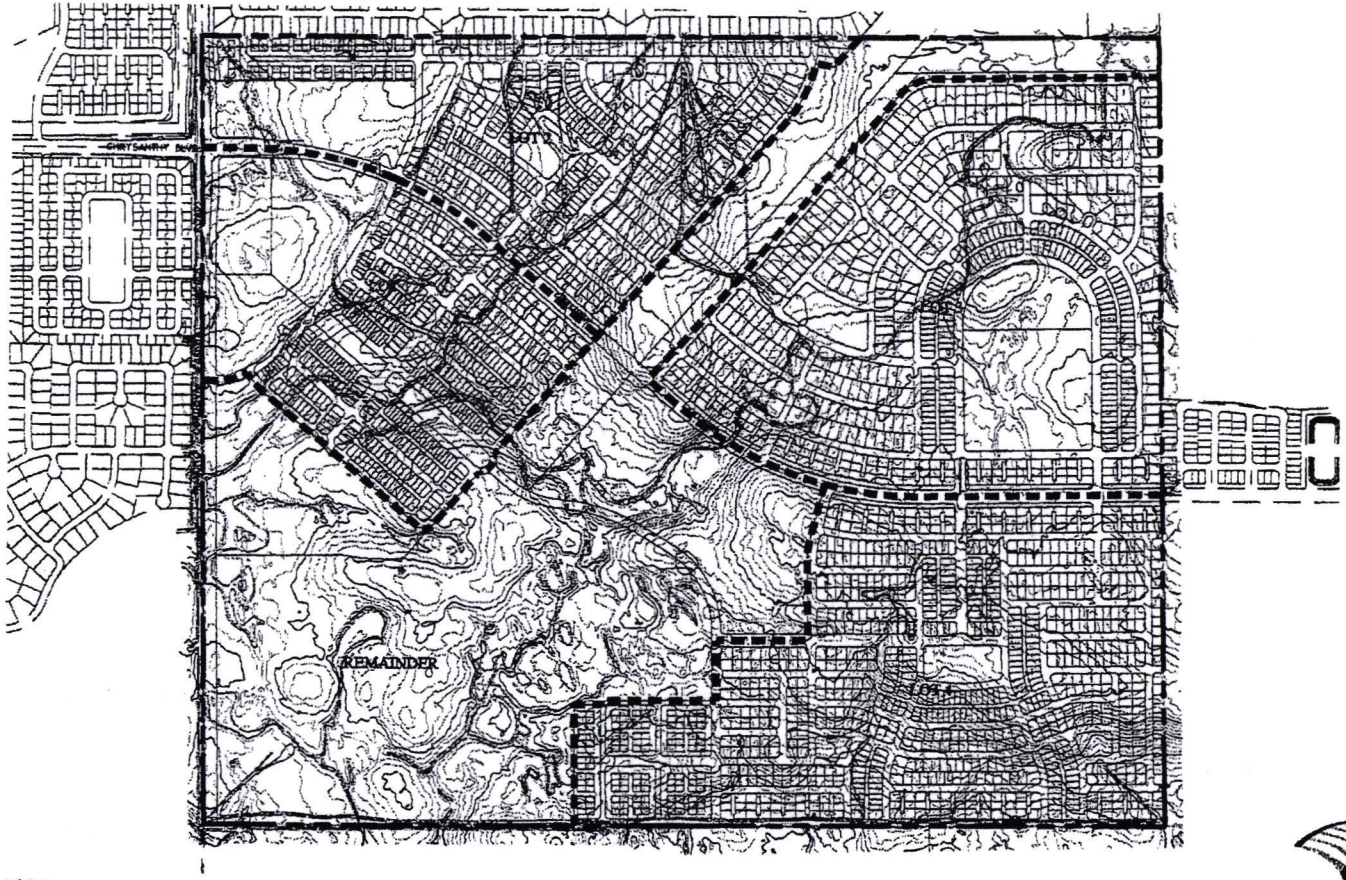
JUNE 21, 2006



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Sacramento, CA 95816 Fax 916.341.7767

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LARGE LOT EXHIBIT A-1

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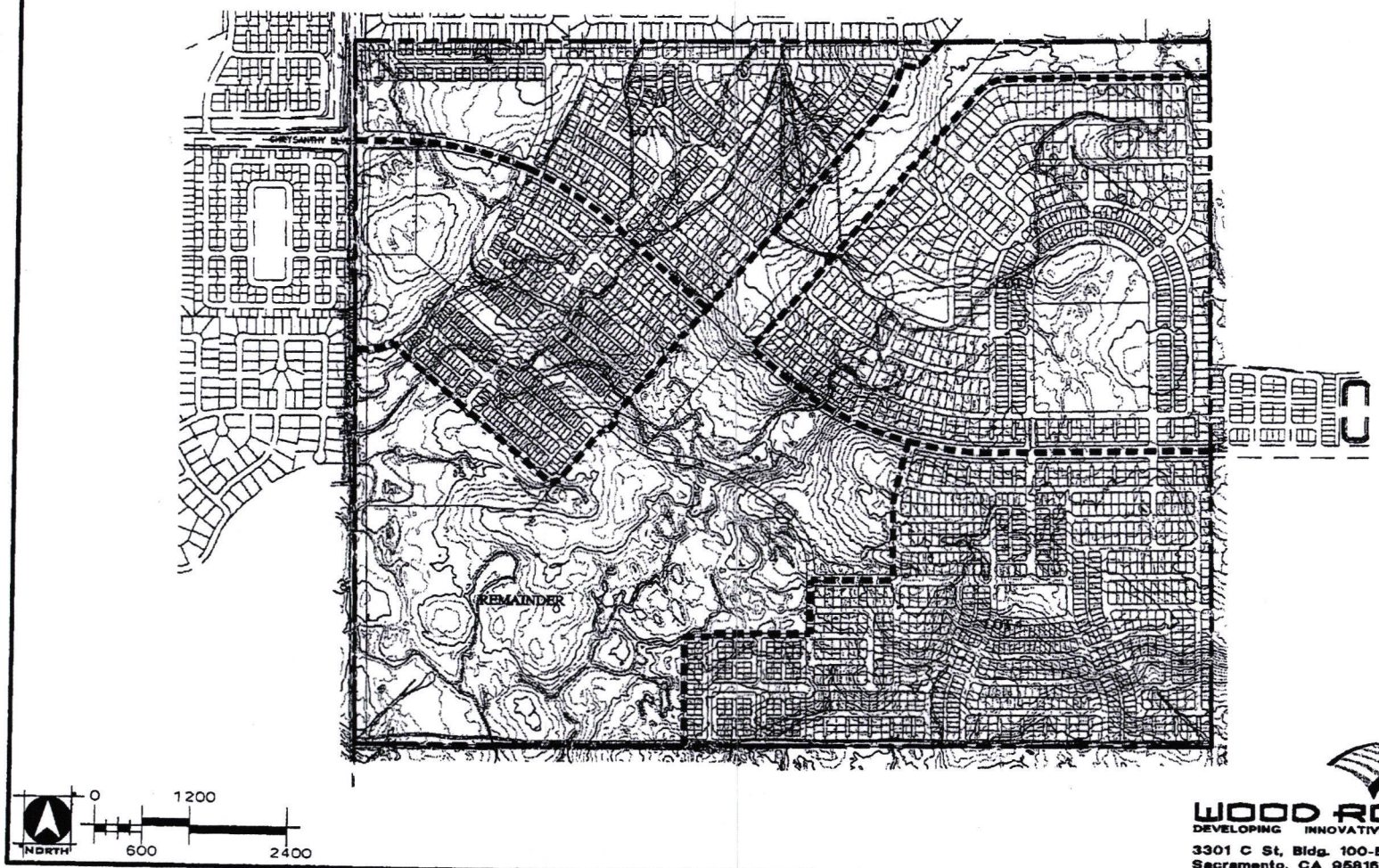

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LARGE LOT EXHIBIT A-1

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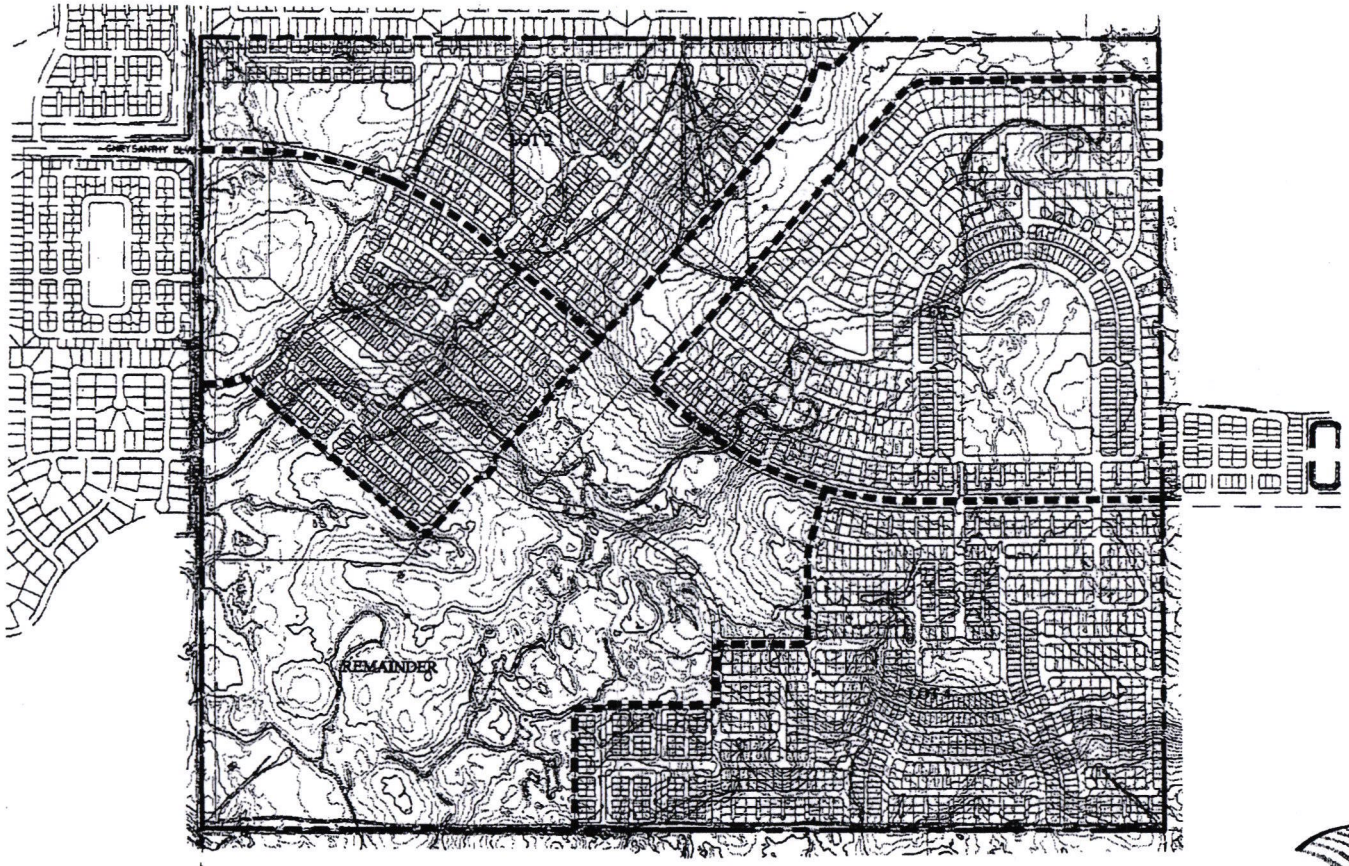
CITY OF RANCHO, CALIFORNIA
JUNE 21, 2006



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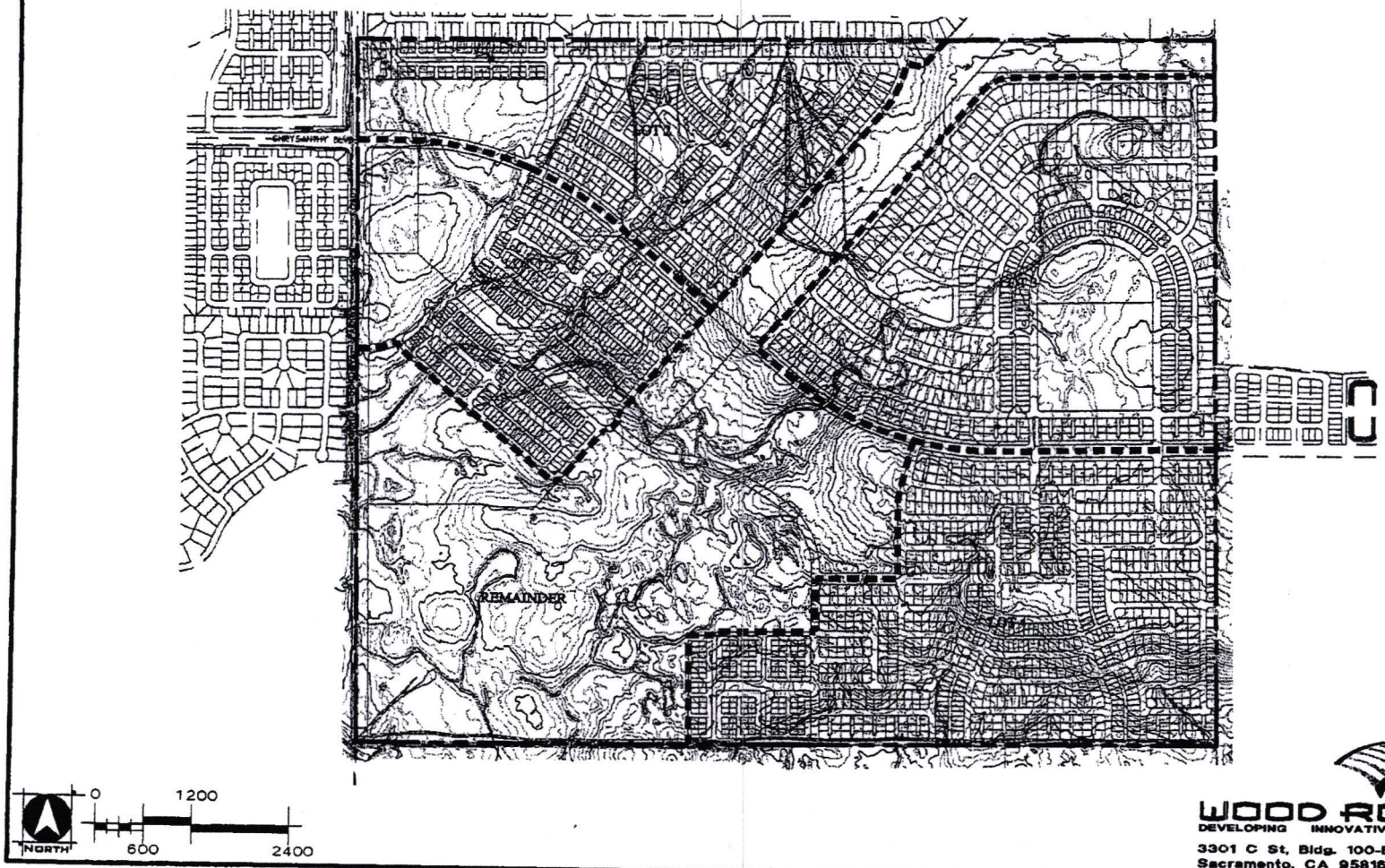

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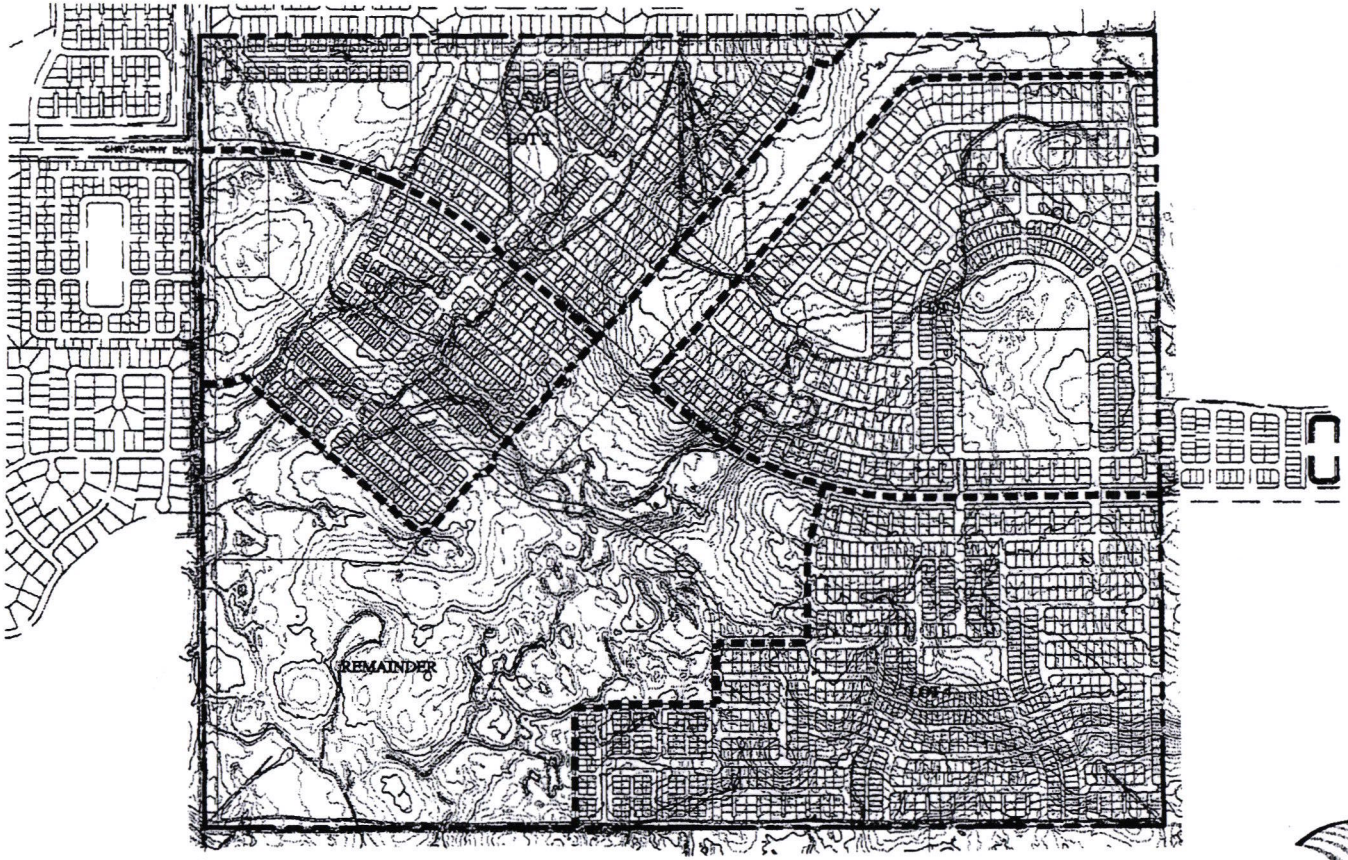

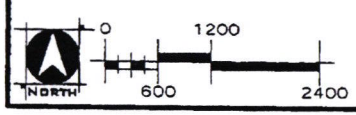

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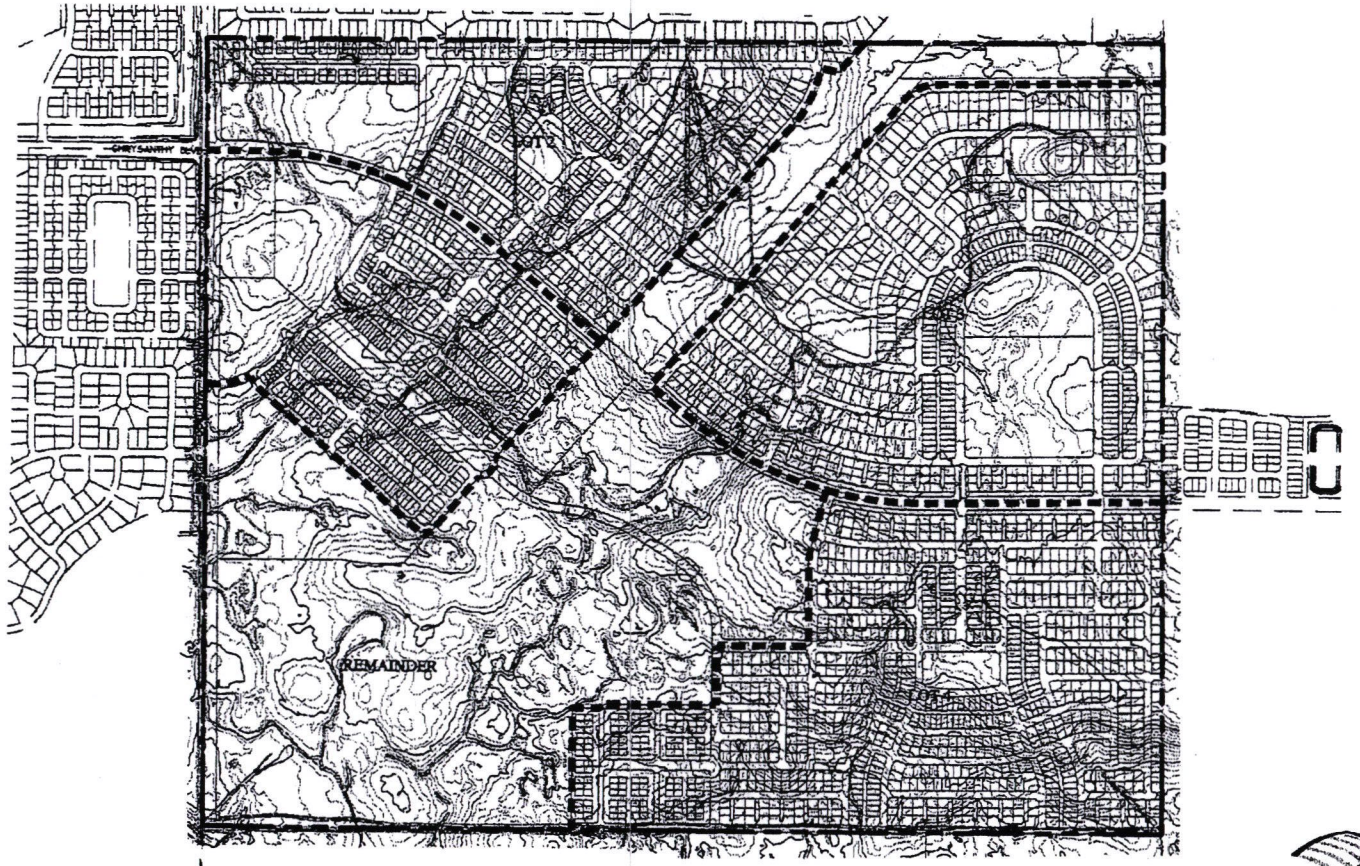

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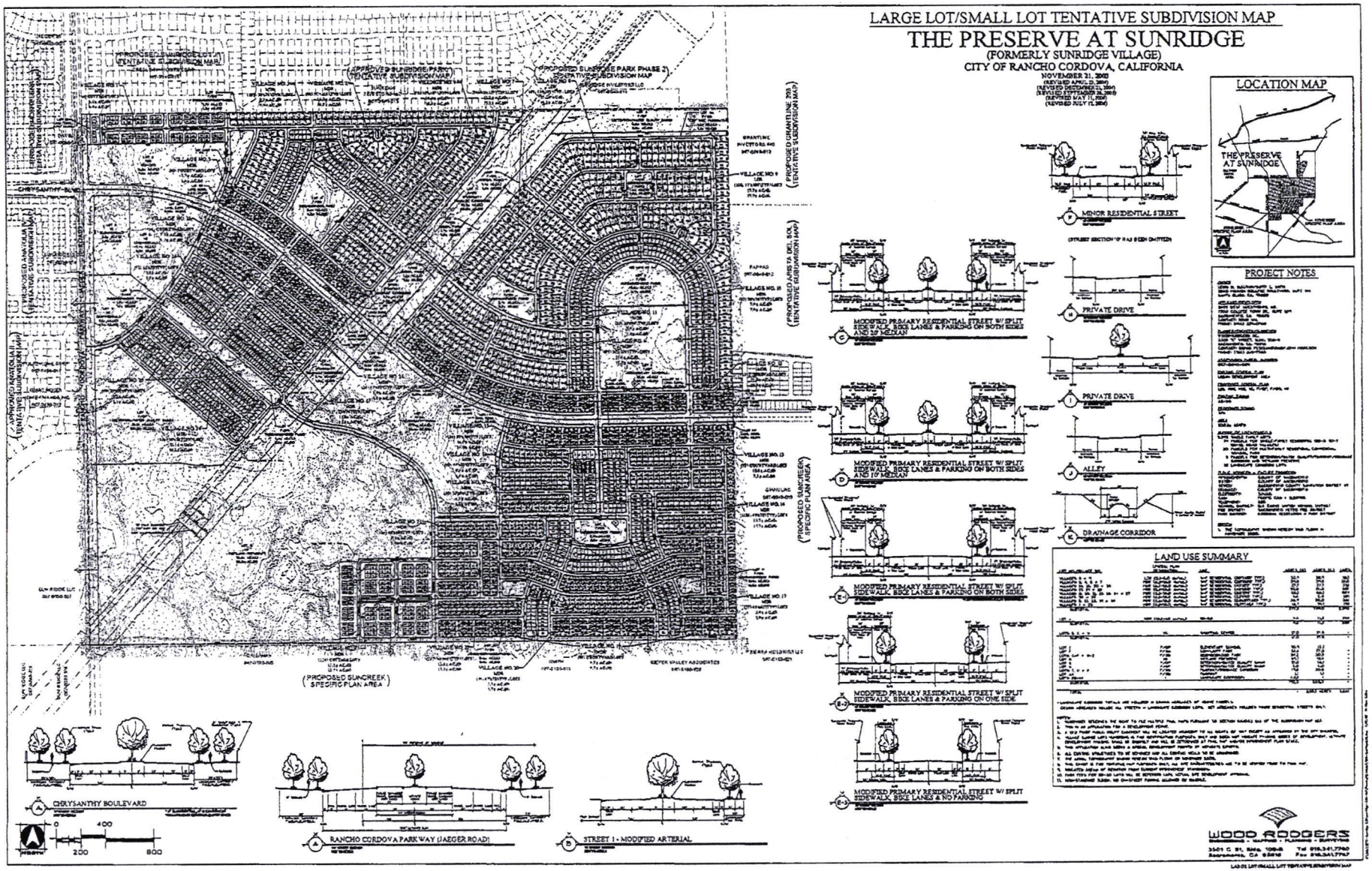
LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP
THE PRESERVE AT SUNRIDGE
(FORMERLY SUNRIDGE VILLAGE)
CITY OF RANCHO CORDOVA, CALIFORNIA
NOVEMBER 21, 2013
(REVISED APRIL 23, 2014)
(REVISED DECEMBER 21, 2014)
(REVISED SEPTEMBER 28, 2015)
(REVISED MAY 11, 2016)
(REVISED JULY 11, 2016)
LOCATION MAP
THE PRESERVE AT SUNRIDGE
PROJECT NOTES
LAND USE SUMMARY
MINOR RESIDENTIAL STREET
PRIVATE DRIVE
PRIVATE DRIVE
ALLEY
DRAINAGE CORRIDOR
MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES AND 16' MEDIAN
MODIFIED PRIMARY RESIDENTIAL STREET W/ SPLIT SIDEWALK, BIKE LANES & PARKING ON BOTH SIDES AND 16' 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))
WOOD RODGERS

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	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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 project or any environmental or other documentation related to approval of this project. 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	

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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			

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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.			

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	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	

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	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	

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15.	All Park Capital Improvement Plans and Specifications for parks and other areas to be owned and maintained by the CRPD (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, these lands are considered Mandatory Open Space.			

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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 Gardens and Amphitheater) shall be satisfied through the			

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	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.	Park improvement plans shall provide for 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 to be dedicated or maintained by the Cordova Recreation and Park District, prior to approval of infrastructure	Prior to Issuance of Improvement Plans	Public Works and Parks	

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	construction documents.			
19.	Park improvement plans shall provide that 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.	Park improvement plans shall provide that 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.	***Following approval of the Large Lot Map (Exhibit A1), no additional large lot maps shall be requested or approved until developer has secured all necessary US Army Corps of Engineers permits for the project site pursuant to Section 404 of the Clean Water Act.***	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	
24.	Dedicate a minimum right or way width of 40 feet or one-half of the	Prior to	Public Works	

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	proposed right of way; which ever is greater, for Street "1".	recording of the Large Lot Map		
	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 these Conditions of Approval as Conditions 26 through 32 (approved by City Resolution No. 108-2006; the "Threshold Conditions"). However, following a noticed, public hearing, the City Council, at its sole discretion, may waive the application of the Threshold Conditions. In the event the City Council waives the application of the Threshold Conditions, the Project shall be subject to the conditions identified in the attached Appendix B-1, and 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. No Final "Small Lot" Subdivision Map which creates a residential lot	Prior to the Recordation of Small Lot Final Maps	Public Works	

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	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: a) Chrysanthy Blvd - New 2-lane roadway from Sunrise Blvd to Jaeger Rd	Prior to the Recordation of Small Lot Final Maps	Public Works	

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	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			
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 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) Douglas Rd - Widen to 4 lanes from Americanos Blvd to Grant Line Rd	Prior to the Recordation of Small Lot Final Maps		

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	b) Jaeger Rd - Widen to 4 lanes from Douglas Rd to Kiefer Blvd			
30.	The following roadway and intersection improvements shall be completed 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. 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) 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	Prior to the 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. 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) Rancho Cordova Parkway - New 4 to 6 lane roadway from Douglas Rd to US 50	Prior to the Recordation of Small Lot Final Maps		

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	b) New US 50/Rancho Cordova Parkway Interchange			
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 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	Prior to the Recordation of Small Lot Final Maps		

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	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.			
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	Prior to Recordation of the Subdivision	Public Works	

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	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.	Map		
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 created by the project. All costs associated with the election shall be borne by the Property Owner/Applicant.	Prior to Recordation of the Subdivision Map	Public Works	
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	Prior to Recordation of the Subdivision	Public Works	

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	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.	Map		
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 crossing shall be provided for the bike lane within the power line corridor that crosses Chrysanthy Blvd. to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
40.	Dedicate to the City all the right-of-ways as 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	Public Works	

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		Subdivision Map		
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 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.	Prior to Recordation of the Subdivision Map	CSD-1	
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	

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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	
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 6.5.1 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	

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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			
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	Prior to Building Permit Issuance	Building	

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	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.			
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 materials storage on site.	Prior to the Issuance of Building Permits	Fire	
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	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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	
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	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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 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.	At the time of Park Construction	Public Works and Parks	
69.	***Where the park site abuts other non-residential land uses, other than public street frontages and schools, 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.*** 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,	At the Time of Park Construction	Planning and Parks	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	which faces District, or the City property.			
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	
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.	

		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.	

		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

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	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.	

		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.

STAFF REPORT

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Joseph Chapman, City Attorney's Office

SUBJECT: **Supplemental Staff Report #3 for the "Preserve at Sunridge"**

Since the time the agenda materials for this item were sent to be printed, the applicant and staff have identified a couple of items that need to be brought to the Council's attention.

I. Supplemental Information Regarding Adoption of Resolution 105-2006 Certifying the FEIR for the Project

The following information is intended to provide clarification on the omission of a finding regarding a mitigation measure that was approved by the Council as part of its approval of the FEIR for the Project.

On June 28th, the RWQCB sent a letter to the City challenging a couple of the City's responses to comments, specifically, regarding arsenic in soils at the project location and the City's reliance on the Conceptual Strategy for wetlands worked out between the federal agencies for this area. Staff prepared responses to RWQCB's comments and these responses were included in the July 17 staff report.

Although RWQCB's comments did not provide substantial evidence to support a conclusion that arsenic in project site soils poses the risk of a new significant impact, staff determined that a new mitigation measure would satisfy RWQCB's concerns. Staff's response therefore included the text of a new mitigation measure, MM 4.3.6c, which will require soil testing for arsenic to meet regulatory standards for soils for residential uses. This mitigation measure was also included in the Mitigation Monitoring and Reporting Program attached as Attachment 2 to Resolution 105-2006 certifying the EIR. The Council approved Resolution 105-2006 at its July 17 meeting.

The information pertaining to the new mitigation measure was inadvertently omitted from the findings that were included in Resolution 105-2006. However, it is staff's opinion that this error is inconsequential because the findings are required only for impacts that are determined to be significant, and it is staff's conclusion that the impact associated with arsenic in the soils is not significant and staff proposed the adoption of the new mitigation measure as a courtesy to RWQCB. The inclusion of the measure in the MMRP and the Conditions of Approval renders it fully enforceable on the project proponent, so there is no risk that, by its omission from the findings, it would not be implemented.

II. Errata

The phrase "any or all" will be removed from the final version of Section 6.5.5 of the Development Agreement. Previously, changes to the Development Agreement were made to

clarify that the Council's possible future waiver of traffic threshold conditions identified in Section 6.5.5 is intended to be a waiver of all such identified thresholds. This language was changed in a previous version of the Development Agreement and has also been changed in Condition 25 of the Conditions of Approval to the Tentative Map. The version of the Development Agreement in the agenda packet still retains one reference to "any or all" thresholds. Leaving this language in was inadvertent and this phrase will be removed consistent with changes made to the remainder of Section 6.5.5 and the corresponding Condition 25.

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 2,681 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	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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 project or any environmental or other documentation related to approval of this project. 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			

Section 1 Conditions of Approval	Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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			

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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. q) Reconfiguration of the Grant Line Roads/Sunrise Boulevard intersection to provide One left-turn lane, one through lane, and one shared through/right-turn lane on the westbound approach. r) Intersection widening and signalization (full Tier 2 improvements) to the Douglas Road/Grant Line Road intersection. s) 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.			
	Prior to Grading or Improvement Plan Approval.			
7.	Applicant shall pay any outstanding staff costs associated with the	Prior to	Finance	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	preparation of the tentative map.	Issuance of Improvement Plans or grading permit.		
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 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.	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)
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	
15.	All Park Capital Improvement Plans and Specifications for parks and	Prior to the	Parks	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	other areas to be owned and maintained by the CRPD (District) must be prepared by a licensed landscape architect mutually acceptable to the District and developer.	issuance of improvement plans		
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 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.	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)
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, 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			

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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 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.			

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	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.	Park Improvement Plans shall provide for utility stubs into the park site for electricity, water, drainage, phone, and sewer. 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 to be dedicated or maintained by the Cordova Recreation and Park District, prior to approval of infrastructure construction documents.	Prior to Issuance of Improvement Plans	Public Works and Parks	
19.	Park improvement plans shall provide that Developer shall rough grade the park site pursuant to the specification of the Cordova Recreation and	Prior to final inspection of	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Park District, so that there are no excessive amounts of dirt or depressions.	the rough grading plan.		
20.	Park improvement plans shall provide that 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.	Following approval of the Large Lot Map (Exhibit A1), no additional large lot maps shall be requested or approved until developer has secured all necessary US Army Corps of Engineers permits for the project site pursuant to Section 404 of the Clean Water Act.	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	
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	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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 these Conditions of Approval as Conditions 26 through 32 (approved by City Resolution No. 108-2006; the "Threshold Conditions"). However, following a noticed, public hearing, the City Council, at its sole discretion, may waive the application of the Threshold Conditions. In the event the City Council waives the application of the Threshold Conditions, the Project shall be subject to the conditions identified in the attached Appendix B-1, and 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. 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	Prior to the Recordation of Small Lot Final Maps	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Council has: 1) decided whether to waive the application 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: 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	Prior to the Recordation of Small Lot Final Maps	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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			
28.	The following roadway and intersection improvements shall be completed or 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) 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	Public Works	
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 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.	Prior to the Recordation of Small Lot Final Maps	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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			
30.	The following roadway and intersection improvements shall be completed 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. 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) 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	Prior to the Recordation of Small Lot Final Maps	Public Works	
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. 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.	Prior to the Recordation of Small Lot Final Maps	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	a) Rancho Cordova Parkway - New 4 to 6 lane roadway from Douglas Rd to US 50 b) New US 50/Rancho Cordova Parkway Interchange			
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 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.	Prior to the Recordation of Small Lot Final Maps	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.			
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	Prior to Recordation	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.	of the Subdivision Map		
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 created by the project. All costs associated with the election shall be borne by the Property Owner/Applicant.	Prior to Recordation of the Subdivision Map	Public Works	
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,	Prior to Recordation of the	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.	Subdivision Map		
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 crossing shall be provided for the bike lane within the power line corridor that crosses Chrysanthy Blvd. to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
40.	Dedicate to the City all the right-of-ways as 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	Public Works	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		of the Subdivision Map		
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 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.	Prior to Recordation of the Subdivision Map	CSD-1	
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	

Section 1 Conditions of Approval		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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	
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 6.5.1 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	

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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			
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	Prior to Building	Building	

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	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.	Permit Issuance		
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 materials storage on site.	Prior to the Issuance of Building Permits	Fire	
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	

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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	
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	

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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 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.	At the time of Park Construction	Public Works and Parks	
69.	***Where the park site abuts other non-residential land uses, other than public street frontages and schools, 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.*** 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,	At the Time of Park Construction	Planning and Parks	

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	which faces District, or the City property.			
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	
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.

		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 Management Department. 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 Management 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 Sacramento County 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 Management Department.	
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).	Prior to any grading, excavation or other site preparation activities.	City of Rancho Cordova Planning Department/CRWQC B Central Valley Division.	
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 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,	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		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 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.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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 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 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 4.4.2a	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	The project's fair-share participation in this improvement and the associated timing of this improvement shall be	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	better operations.	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 Caltrans and Sacramento County.	City of Rancho Cordova Public Works Department.	
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	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		development agreement. Improvements to this intersection shall be coordinated with Caltrans and Sacramento County.		
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 Sacramento County.	City of Rancho Cordova Public Works Department.	
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	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)
	intersection; however, the intersection will still operate at LOS F.			
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 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.	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 4.4.2g	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 Scenarios 1 through 6 of the Draft EIR as	The project's fair-share participation in these improvements and the associated timing/phasing	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	well as other additional roadway improvements that may be identified in the City's traffic improvement phasing study.	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 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 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.	
MM 4.4.5	The project shall participate in capital improvements for transit	The project's fair-share	City of Rancho	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	service as well as operational services.	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 transit service shall be coordinated with Regional Transit (as necessary).	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 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 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/constructio n becomes practicable.	City of Rancho Cordova Public Works Department.	
MM 4.4.8a	Widen the eastbound approach to the Grant Line Road/Sunrise Boulevard intersection and construct a second eastbound to	The project's fair-share participation in this	City of Rancho Cordova Public	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	northbound left-turn lane. This improvement will provide LOS D or better operations.	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.	Works Department.	
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 southbound 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. Improvements to this intersection shall be coordinated with Sacramento County.	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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.	
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.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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 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 4.4.12c	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	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		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 4.4.12d	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. This improvement would reduce the impact of the project on Sunrise Boulevard corridor; 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. Improvements to this intersection shall be coordinated with Sacramento County.	City of Rancho Cordova Public Works 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.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
		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 4.4.12f	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 shall be identified in project conditions of approval and/or the project's development agreement.	City of Rancho Cordova Public Works Department.	
MM 4.4.13a	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	The project's fair-share participation in this	City of Rancho Cordova Public	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.	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.	Works Department.	
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. This improvement would reduce the impact of the project at this	The project's fair-share participation in this improvement and the associated timing of this improvement shall be identified in project conditions of approval	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.	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.	
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	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	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.	coordinated with Sacramento County.		
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 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.	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 4.4.13i	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	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	City of Rancho Cordova Public Works Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	• 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. This improvement would reduce the impact of the project at this intersection; however, the LOS would remain F.	development agreement.		
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 exceding the 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 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	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.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	noise standards (**see Table 4.5-3**) are not exceeded. Implementation of this measure shall carry through Design Review.			
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 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 4.5.2e	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.	Verification shall occur prior to the issuance of Certificates of Occupancy.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	Additionally, permanent signs specifying delivery hour limitations shall be posted in the delivery areas of the premises.			
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 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.	Prior to approval of grading and improvement plans and ongoing during all construction activities.	City of Rancho Cordova Planning Department.	
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 and shall carry through the Design Review of all applicable structures.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
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 windows as desired to achieve acoustical isolation.	Prior to the issuance of building permits and shall carry through the Design Review of all applicable structures.	City of Rancho Cordova Planning Department.	
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 and shall carry through the Design Review of all applicable structures.	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 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	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)
	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 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.	Prior to ground disturbance and throughout construction activities. 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.	City of Rancho Cordova Planning Department and SMAQMD.	
MM 4.6.4	The proponent shall implement the revised Air Quality Mitigation Plan, endorsed by SMAQMD, as included in **Appendix 4.6** of the Final EIR. It will serve as partial mitigation for the operational	Through all phases of the project	City of Rancho Cordova Planning Department/ SMAQMD	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	emissions 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 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.	Prior to approval of improvement plans.	City of Rancho Cordova Public Works and Planning Departments.	
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 and Planning Departments.	
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.	
MM 4.7.3	Prior to the approval of each final map, written commitment from Sacramento County Water Agency shall be provided that sufficient	Prior to the approval of each final map.	City of Rancho Cordova Public	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.		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 water discharges are in compliance with all current requirements of the RWQCB. All applicable BMPs shall be shown on project plans.	Prior to site disturbance and approval of preliminary grading plans.	City of Rancho Cordova Public Works Department.	
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	Prior to approval of improvement plans.	City of Rancho Cordova Planning and Public Works Departments.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.			
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 the	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)
	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 measure 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 land's 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			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.			
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-ing habitat	1 "wetted" acres to each "wetted" acre impacted	15.65 "wetted" acres	15.65 "wetted" acres

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

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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 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.	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)
	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 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 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. 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. • Remove cover vegetation as close to the time of construction as practicable. • Confine construction equipment and associated activities to the construction corridor.	Submittal of plan prior to the approval of any grading plans or any groundbreaking activity. On-going during all construction and shall be ongoing during all construction and for required post-construction time periods, for the project site and the off-site vernal pool and wetland creation location.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	• 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. 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	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)
	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 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			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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.			
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:	Submittal of plan prior the approval of improvement plans.	City of Rancho Cordova Planning Department.	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	• 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 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 a 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 and enforcement 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 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	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)
	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 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),	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)
		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 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 jurisdiction of the California			

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
	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 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.	As a condition of project approval, and implemented during construction activities.	City of Rancho Cordova Planning Department.	
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)	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)
	shall be followed.			
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, documentation, curation, data recovery, or other appropriate measures.	As a condition of project approval, and implemented during construction activities.	City of Rancho Cordova Planning Department.	
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	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (date and Signature)
			Cordova Police Department.	
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.	Prior to approval of each final map.	City of Rancho 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 4.12.8.2a	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 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 4.12.8.2b	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.	Prior to approval of improvement plans.	City of Rancho Cordova Planning Department and the City of Rancho Cordova Police Department.	

MEMORANDUM

DATE: August 7, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **MATHER FIELD ROAD – HIGWAY 50 INTERCHANGE LANDSCAPING PROJECT – AWARD OF CONTRACT #84-2006**

RECOMMENDATION

It is recommended that the Council adopt Resolution149-2006 authorizing subject contract be awarded to the lowest responsive bidder Watkin & Bortolussi, Inc. in the amount of $1,860,479.40. The contract Agreement between the City of Rancho Cordova and Watkin & Bortolussi, Inc is provided in Attachment 3.

It is also recommended that the Council adopt Resolution 152-2006 authorizing the Mayor to sign an agreement between the city and the State of California for the Installation or Certain Landscaping at the US 50 and Mather Field Road Interchange. The Agreement between the City and the State of California is provided in Attachment 5.

BACKGROUND

The work to be performed under the construction contract includes the furnishing of all labor, materials, and equipment for the landscaping and irrigation, removing/replacing curb, gutter, gore pavement, installing contrasting pavement, and asphalt repair in the Mather Field Road – Highway 50 Interchange.

Bids were solicited on the City of Rancho Cordova web site as well as with the Sacramento and El Dorado Builders Exchange beginning May 26, 2006. Bids were also solicited in the Grapevine publication on June 2, 2006 and June 9, 2006. The bids were publicly opened on June 20, 2006 at the City Hall, 2729 Prospect Park Dr., Rancho Cordova.

The State of California, Department of Transportation requires a Cooperative Agreement with the City of Rancho Cordova comprising their participation in the project in order to receive funding. The Agreement outlines the City's responsibility for awarding the construction contract and maintenance of the project. The Agreement has been reviewed by the City Attorney's office.

AGENDA ITEM # 8

A requirement of funding also stipulates a separate agreement between the City and the State of California for the on going operation and maintenance of the project for a period of twenty (20) years after the completion of construction. This agreement will be presented to the Council for approval at a later date.

BID INFORMATION:

Two (2) contractors bid on the project. The Engineer's estimate was $1,551,648. The low bid was $1,860,479.40, the average bid was $1,926,841, and the high bid was $1,993,203. The Bid Summary Sheet is provided in Attachment 2. The low bid is approximately 20% higher than the Engineer's estimate.

PROJECT FUNDING

Funding for this project consists of $1,410,000 in State Transportation Improvement Program (STIP) allocation and $159,000 Federal Regional Surface Transportation Program (RSTP) Funds. The remaining funds will come from Local Measure A funds.

Attachments:

Attachment 1 – Resolution 149-2006

Attachment 2 – Bid Summary Sheet

Attachment 3 – Agreement Watkin & Bortolussi, Inc. and the City of Rancho Cordova and Contractor Bid (Exhibit A)

Attachment 4 – Resolution 152-2006

Attachment 5 – Agreement State of California and City of Rancho Cordova

ATTACHMENT 1

Resolution No. 149-2006

A Resolution of the City Council of the City of Rancho Cordova Authorizing the City Manager to Execute a Contract with Watkin & Bortolussi, Inc. to Provide Construction of the Mather Field Road – Highway 50 Interchange Landscaping Project

CITY OF RANCHO CORDOVA

RESOLUTION NO. 149-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WATKIN & BORTOLUSSI, INC. TO PROVIDE CONSTRUCTION OF THE MATHER FIELD ROAD – HIGHWAY 50 INTERCHANGE LANDSCAPING PROJECT

WHEREAS, the City is desirous of entering into a contract with Watkin & Bortolussi, Inc.; and

WHEREAS, the purpose of the contract is for construction of the Mather Field Road – Highway 50 Interchange Landscaping Project; and:

WHEREAS, the contract is for the amount of: $1,860,479.40; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Rancho Cordova authorizes the City Manager of the City of Rancho Cordova to execute a contract with Watkin & Bortolussi, Inc. This resolution shall become effective immediately upon adoption.

PASSED and ADOPTED at a meeting of the City Council of the City of Rancho Cordova held on the 7th day of August 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

ATTACHMENT 2

Bid Summary Sheet

MATHER FIELD ROAD – HIGHWAY 50 INTERCHANGE
LANDSCAPING PROJECT
CONTRACT #84-2006

Highway Planting on State Highway 50 at Mather Field Road Interchange

Rancho Cordova City Hall
2729 Prospect Park Drive, Rancho Cordova, CA 95670
April 6, 2006 - 2:00 P.M.

Letter Designation	Contractor	Base Bid Amount	Alternative 1	Alternative 2	Proposal Signed	Bidders Bond	Contractor's License	Non-Collusion	Designation of Subs	Certification of Compliance
A	Walkin & Burtoloussi, Inc. Total Bid:	$1,460,522.00 $1,860,479.40	$183,640.00	$216,317.40	Yes	Yes	215707	Yes	Yes	Yes
B	Martin Brothers Construction Total Bid:	$1,622,897.00 $1,993,203.00	$133,438.00	$239,868.00	Yes	Yes	726454	Yes	Yes	N/A
C										
D										
E										
F										
G										
H										
I										

Attendees:
Anna Olea-Moger, Assistant City Clerk
Brenda Lehr, Deupty City Clerk
Kathy Garcia, Senior Civil Engineer

Brenda Lehr, Deputy City Clerk — Date 6/20/06

ATTACHMENT 3

Agreement Watkin & Bortolussi, Inc. and the City of Rancho Cordova for the Mather Field Road – Highway 50 Interchange Landscaping Project
Contract #84-2006

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND WATKIN & BORTOLUSSI, INC.

THIS AGREEMENT made and entered into this day of _____, between the City of Rancho Cordova ("City") and Watkin & Bortolussi, Inc. ("Contractor") as of _____, 2006 for Highway Planting on State Highway 50 Mather Field Road Interchange.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

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

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

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

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

Section 1. **CONTRACT DOCUMENTS.** The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated March 2004.; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. **SCOPE OF WORK.** That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 84-2006, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

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

Section 4. **PAYMENT**. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: ($1,860,479.40). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

Section 8. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION. The Contractor shall defend, indemnify the City and save harmless the (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Specifications.

Section 10. MISCELLANEOUS PROVISIONS. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of in the same manner as if such parties had been expressly named herein. All times

states herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

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

CITY OF RANCHO CORDOVA

_____

Ted Gaebler, City Manager

Attest:

_____

Lillian Hare, City Clerk

Approved as to Form:

_____

Steve Meyers, City Attorney

_____

DATE

CONTRACTOR

_____

Phillip Bortolussi, President
Watkin & Bortolussi, Inc.

7/25/2006

DATE

EXHIBIT A

CONTRACTOR BID

This boilerplate is written for use with the State of California Department of Transportation July 1999 Standard Specifications, Standard Plans and Standard Special Provisions .

CITY OF RANCHO CORDOVA

PROPOSAL
AND
CONTRACT

FOR

Highway Planting on State Highway 50
Mather Field Road Interchange

IN

Rancho Cordova

For use in Connection with Standard Specifications and Standard Plans Dated July, 1999, of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Project No. 06-03

Federal Aid Project No. 80-0058939

Bid Opening Date: June 20, 2006, 2:00 PM
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

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(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)

Department of Transportation: City Council of the City of Rancho Cordova, State of California.
Engineer: City of Rancho Cordova, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory: The laboratories authorized by the Engineer to test materials and work involved in the contract.
State: The City of Rancho Cordova.
Transportation Building - Sacramento: City, City of Rancho Cordova, State of California.
State Highway Engineer: The City Engineer of the City of Rancho Cordova, State of California.
State Specifications: The 1999 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the City or its corresponding agency, office, or officer acting under this contract.)

(DO NOT DETACH)

PROPOSAL TO THE CITY OF RANCHO CORDOVA

CONTRACT NO. - 06-03

NAME OF BIDDER Watkin & Bortolussi, Inc.

BUSINESS P.O. BOX N/A

CITY, STATE, ZIP San Rafael, CA 94901-4886

BUSINESS STREET ADDRESS 77 Larkspur Street

(Please include even if P.O. Box used)

CITY, STATE, ZIP San Rafael, CA 94901-4886

TELEPHONE NO: AREA CODE ( ) 415 453-4691

FAX NO: AREA CODE ( ) 415 453-4129

CONTRACTOR LICENSE NO. 215707

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated July, 1999, the Standard Specifications, dated July, 1999, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR

Highway Planting on State Highway 50 Mather Field Road Interchange

IN

Rancho Cordova

The project plans for the work to be done were approved and are entitled:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PROJECT PLANS FOR

Highway Planting on State Highway 50

IN

Sacramento County in and near Rancho Cordova

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.
In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the City of Rancho Cordova's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.
Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.
The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the CITY OF RANCHO CORDOVA, and that discretion will be exercised in the manner deemed by the CITY OF RANCHO CORDOVA to best protect the public interest in the prompt and economical completion of the work. The decision of the CITY OF RANCHO CORDOVA respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the CITY OF RANCHO CORDOVA, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the CITY OF RANCHO CORDOVA that the contract has been awarded, the CITY OF RANCHO CORDOVA may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the CITY OF RANCHO CORDOVA.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the CITY OF RANCHO CORDOVA, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

BID PROPOSAL (5-25-06)

ITEM NO.	ITEM CODE	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1		Mobilization	LS	LS	LS	75,000.00
2		SWPPP preparation	LS	LS	LS	5,000.00
3		Construction area signs	LS	LS	LS	3,000.00
4		Portable changeable message sign	LS	LS	LS	2,000.00
5		Erosion, Sediment and Water pollution control	LS	LS	LS	8,000.00
6		Traffic control system	LS	LS	LS	20,000.00
7		Clearing and grubbing	SF	525,500	0.65	341,575.00
8		Remove and dispose of asphalt and base rock	CY	720	50.00	36,000.00
9		Tree protection	LS	LS	LS	10,000.00
10		Import topsoil	LS	LS	LS	12,000.00
11		Gravel mulch	SF	2,035	2.80	5,698.00
12		Construction entrance	EA	8	400.00	3,200.00
13		Temporary concrete washout	EA	4	500.00	2,000.00
14		Temp drainage inlet protection	EA	12	400.00	4,800.00
15		Irrigation crossover	LF	780	100,00	78,000.00
16		Irrigation (S)*	LS	LS	LS	431,367.00
17		Flowering hydroseed	SF	144,200	0.06	8,652.00
18		Native hydroseed	SF	200,800	0.10	20.080.00
19		Landscape maintenance	LS	LS	LS	20,000.00
20		Mulch	SF	170,000	0.20	34,000.00
21		Mortared cobble w/out ww mesh	SF	7,700	10.00	77,000.00
22		Minor concrete weed barrier	LF	550	21.00	11,550.00
23		Asphalt paving, finish A	SF	48,000	3.00	144,000.00
24		Electrical	LS	LS	LS	34,000.00
25		Rock removal and relocation	CY	100	30.00	3,000.00
26		1" galvanized steel conduit	LF	275	75.00	20,625.00
27		3" galvanized steel supply line	LF	275	125.00	34,375.00
28		Access opening, deck	EA	4	2,400.00	9,600.00
29		Close access, deck	EA	4	2,000.00	8,000.00

SUBTOTAL BASE BID 1,460,522.00

BID ALTERNATE 1 – COBBLE PLACEMENT AND TREE PLANTING

1		Deduct mulch	SF	19,700	-0.20	-3,940.00
2		Loose cobble	SF	19,700	4.08	80,376.00
3		No. 15 container planting	EA	272	62.00	16,864.00
4		Add asphalt color surface coating	SF	45,170	2.00	90,340.00

SUBTOTAL BID ALTERNATE 1 183,640.00

BID ALTERNATE 2 – ADDITIONAL PLANTING

1		Deduct native hydroseed	SF	128,120	-0.09	-11,530.80
2		Irrigation (valves, heads, laterals, quick couplers, supply line)	LS	LS	LS	117,783.00
3		Irrigation crossovers	LF	70	87.00	6,090.00
4		Landscape soil amendment	LS	LS	LS	30,000.00
5		No. 1 container planting	EA	2,592	14.00	36,288.00
6		Hydroseeding turf	SF	128,120	0.06	7,687.20
7		Landscape maintenance for plantings (90 days)	LS	LS	LS	30,000.00

SUBTOTAL BID ALTERNATE 2 216,317.40

TOTAL BID

1,860,479.40

NOTE: "TOTAL BID" is only on the last page of the Bid Proposal.

(S)* denotes item requiring special construction. These items may not be factored into contractor's 50% requirement for work performed by contractor's own organization. See item 3-1.12 subcontracting.

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.02, "General," of the special provisions.

LIST OF SUBCONTRACTORS

Name ~~and Address~~	ADDRESS	Description of Portion of Work Subcontracted
MARTIN GENERAL ENGINEERING	RANCHO CORDOVA	PAVING AND GRADING
SELBY'S SOIL	LOOMIS	SEEDING
GLOBUS	SACRAMENTO	ELECTRIC
DECO ASPHALT	ENCINO	ASPHALT COLOR SURFACING

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes _____ No _X_

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

N/A

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Noncollusion Affidavit

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

To the CITY of RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS.

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

N/A

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

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

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- a. initial
- b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]

Print Name: Phillip Bortolussi

Title: President

Telephone No.: 415 453-4691 Date: 6/20/2006

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is BIDDER'S BOND

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

in amount equal to at least ten percent of the total of the bid.

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

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Watkin & Bortolussi, Inc.

Phillip Bortolussi - President, Manager

Peggy Bortolussi, Secretary, Treasurer

Steve Gladden, Vice President

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

License No. 215707 Classification(s) A, B & C-27

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

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

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

Date: June 20, 2006

Sign Here

Watkin & Bortolussi, Inc.

Phillip Bortolussi, President

Signature and Title of Bidder

Business Address 77 Larkspur Street, San Rafael, CA 94901-4886

Place of Business San Rafael, CA

Place of Residence Fairfax, CA

CITY OF RANCHO CORDOVA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We, Watkin & Bortolussi, Inc.

Federal Insurance Company as Principal, and as Surety are bound unto the City of Rancho Cordova, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for Highway planting on State Highway 50 at Mather Field Road Interchange in Rancho Cordova

(Copy here the exact description of work, including location as it appears on the proposal)

State Highway 50 at Mather Field Road Interchange in Rancho Cordova

for which bids are to be opened at City of Rancho Cordova on 6/20/06

(Insert place where bids will be opened) *(Insert date of bid opening)*

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

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

Dated: June 16, 20 06.

Watkin & Bortolussi, Inc.

Phillip Bortolussi, President

Principal

Federal Insurance Company

Surety

By Linda Pelletier

Attorney-in-fact

Linda Pelletier

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City of Rancho Cordova

On this _____ day of _____ in the year 20 ___ before me _____, personally appeared _____,

Attorney-in-fact

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

(SEAL)

_____

Notary Public

ACKNOWLEDGMENT

State of California
County of San Francisco

On 6/16/06 before me, Katherine Tiberi, Notary Public,
(here insert name and title of the officer)

personally appeared Linda Pelletier

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

WITNESS my hand and official seal.

Signature Katherine Tiberi

PC01 KATHERINE TIBERI
COMM. #1560824
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Mar. 18, 2009 PC01

(Seal)

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint **R.A. Bass, Venetia G. Johnson, Therese A. McNulty, Linda Pelletier, James B. Shea and Katherine Tiberi of San Francisco, California----------**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **11th** day of **April, 2006**

Edward J. Reilly, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY
ss.
County of Somerset

On this **11th** day of **April, 2006** before me, a Notary Public of New Jersey, personally came Edward J. Reilly, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Edward J. Reilly, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KAREN A. EDER NOTARY PUBLIC NEW JERSEY

KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Commission Expires Oct. 28, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

> "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Edward J. Reilly, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

(the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 16th day of June 2006

FEDERAL INSURANCE COMPANY INDIANA

PACIFIC INDEMNITY COMPANY INCORPORATED JAN. 10, 1925 WISCONSIN

VIGILANT INSURANCE COMPANY INCORPORATED NEW YORK

Edward J. Reilly, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

COUNTY OF SACRAMENTO CERTIFICATION OF COMPLIANCE WITH COURT ORDERED CHILD, FAMILY AND SPOUSAL SUPPORT

WHEREAS, it is in the best interest of the County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness; and, further, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

THEREFORE, in order to assist the Child Support Department in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by any individual, partnership or other entitiy which is seeking to contract with the County to provide goods or to perform services for or on behalf of the County.

CERTIFICATION

CONTRACTOR hereby certifies that:

(a) The following information has been provided to the Sacramento County Child Support Department and/or the District Attorney for each of CONTRACTOR's Principal Owners (any individual owning 25% or more in CONTRACTOR entity) who is subject to a court-ordered child, family or spousal support order.

1. Name, title, last known residence address and social security number
2. All earnings paid to or payable to such principal owner pursuant to any contract with Sacramento County
3. Whether dependent health insurance coverage is available to or provided to such Principal Owner

(b) CONTRACTOR's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, or, in the alternative, has made a good faith effort to become current or arrange a payment schedule with the Child Support Department, District Attorney or the court.

(c) CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees.

(d) CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding CONTRACTOR's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with COUNTY. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

Watkin & Bortolussi, Inc.
CONTRACTOR

June 20, 2006
DATE

Printed Name Phillip Bortolussi

ATTACHMENT 4

Resolution No. 152-2006

A Resolution of the City Council of the City of Rancho Cordova Authorizing the Mayor to Sign an Agreement Between the City and the State of California for the Installation of Certain Landscaping at the US 50 and Mather Field Road Interchange

CITY OF RANCHO CORDOVA

RESOLUTION NO. 152-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY AND THE STATE OF CALIFORNIA FOR THE INSTALLATION OF CERTAIN LANDSCAPING AT THE US 50 AND MATHER FIELD ROAD INTERCHANGE

WHEREAS, the State and the City of Rancho Cordova, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the City of Rancho Cordova; and

WHEREAS, the City of Rancho Cordova wishes to install certain landscaping that exceeds the State's standards within the State's right of way limits at the United States 50 and Mather Field Road interchange ("Project"); and

WHEREAS, the State and the City agree that the City will advertise, award, and administer the construction contract for the Project and will subsequently maintain the completed landscaping; and

WHEREAS, the City will fund one hundred percent (100%) of all Project construction support costs, said costs excluding the cost of State's quality assurance for the Project that will be borne by the State. Additionally, City will fund all Project construction capital costs which exceed the $1,470,000 in Regional Transportation Improvement Program-Transportation Enhancement funds to be allocated to the Project as shown on Exhibit A of the agreement; and

WHEREAS, the County of Sacramento developed the Project Approval and Environmental Documents and Plans, Specifications and Estimates for the Project under an encroachment permit; and

WHEREAS, the City has applied for an encroachment permit through the office of the State's District Permit Engineer. The City's application was accompanied by five (5) sets of reduced contract plans and five (5) sets of specifications for the Project; and

WHEREAS, the State and the City intend to define the terms and conditions under which the Project is to be constructed, financed and maintained in the attached agreement; and

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Mayor is authorized to sign the attached agreement between the City and the State of California for the installation of certain landscaping at the US 50 and Mather Field Road interchange pending review by the City Attorney's office.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of August, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

ATTACHMENT 5

Agreement Between the State of California and the City of Rancho Cordova

DEPARTMENT OF TRANSPORTATION
DISTRICT 3
703 B STREET
P. O. BOX 911
MARYSVILLE, CA 95901-0911
PHONE (530) 741-5456
FAX (530) 741-5117
TTY (530) 741-4509

Flex your power!
Be energy efficient!

June 22, 2006

City of Rancho Cordova
Public Works Department
Attention Cathy Garcia
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Re: Cooperative Agreements for US 50 at Mather Field Road.

Dear Ms. Garcia:

Attached for your review and execution are four original copies of a proposed Cooperative Agreement between the State of California and the City of Rancho Cordova for the landscaping project at US Highway 50 and Mather Field Road. This comprises Caltrans District 3's participation in this portion of the project.

If you concur with the terms of the agreement, please sign each of the four copies and return them to Caltrans District 3, Attention: Ellen Roebuck, for further handling. When returning the executed copies, please leave the effective date blank and attach a certified copy of the Resolution authorizing the Chairperson to sign the Agreement.

After Caltrans staff executes this Agreement, we will return an original copy to you for your files. If you have any questions, please contact Ellen Roebuck at (530) 741-4369.

Sincerely,

Steven E. Kirkpatrick

STEVEN E. KIRKPATRICK, Chief
North Region Design & Engineering Services

Enclosures

03-SAC-50 KP 9.19/9.8
US 50 at Mather Field Road Interchange Landscaping
EA No. 03-2E2408
District Agreement No. 03-0314
(03-454074L-Local Assistance)

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

CITY OF RANCHO CORDOVA, a body politic and a municipal corporation of the State of California, referred to herein as "CITY."

RECITALS

1. STATE and CITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the City of Rancho Cordova.

2. CITY wishes to install certain landscaping "LANDSCAPING" that exceeds STATE's standards within STATE's right of way limits at the United States (US) 50 and Mather Field Road interchange, referred to herein as "PROJECT".

3. The parties agree that CITY will advertise, award, and administer the construction contract for PROJECT and will subsequently maintain the completed LANDSCAPING.

4. CITY will fund one hundred percent (100%) of all PROJECT construction support costs, said costs excluding the cost of STATE's quality assurance for PROJECT that will be borne by STATE. Additionally, CITY will fund all PROJECT construction capital costs which exceed the $1,470,000 in Regional Transportation Improvement Program-Transportation Enhancement (RTIP-TE) funds to be allocated to PROJECT as shown on Exhibit A, attached to and made a part of this Agreement.

5. The County of Sacramento developed the Project Approval and Environmental Documents (PA&ED) and Plans, Specifications and Estimates (PS&E) for PROJECT under an encroachment permit.

6. CITY has now applied for its encroachment permit through the office of STATE's District Permit Engineer. CITY's application was accompanied by five (5) sets of reduced contract plans and five (5) sets of specifications for PROJECT.

7. The Parties hereto intend to define herein the terms and conditions under which PROJECT is to be constructed, financed and maintained.

SECTION I

CITY AGREES:

1. To advertise, award, and administer the PROJECT construction contract.

2. To bear one hundred percent (100%) of all construction support costs, excluding only STATE's quality assurance costs that are to be borne by STATE.

3. To fund all actual PROJECT construction capital costs in excess total of STATE's of $1,470,000 RTIP-TE and STATE matching funds allocated to PROJECT funds.

4. To submit to STATE monthly signed invoices in arrears, in triplicate, along with a detailed statement of expenditures, for STATE's review, approval and reimbursement of allowable costs.

5. Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of all PROJECT construction capital costs to be reimbursed by STATE from RTIP-TE and STATE matching funds not to exceed $1,470,000.

6. CITY shall not advertise for bids for the PROJECT construction contract until after STATE issues an encroachment permit to CITY and CITY has been granted federal authorization to proceed with the work covered by this Agreement. Receipt by CITY of the approved encroachment permit shall constitute CITY's authorization from STATE to proceed with work to be performed by CITY's representatives within the State Highway right of way or which affects STATE's facilities. Said authorization shall be contingent upon CITY's compliance with all provisions set forth in this Agreement and said encroachment permits.

7. CITY's consultants and construction contractors shall also be required to obtain encroachment permits from STATE prior to commencing any work within STATE's right of way or which affects STATE's facilities. CITY's consultants and contractors shall apply for said encroachment permits through the office of STATE's District Permit Engineer.

8. CITY's construction contractor shall be required to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements within Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to CITY's construction contractor.

9. CITY agrees to consider any request by STATE to discontinue the services of any PROJECT personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work, or other pertinent criteria.

10. CITY shall make available, at no cost to STATE, personnel who prepare the PROJECT PS&E, through completion of PROJECT construction, to discuss problems that may arise during construction or to make design revisions for contract change orders.

11. To identify and locate all utility facilities within the area of PROJECT as part of the PROJECT design responsibility. All utility facilities not relocated or removed in advance of construction shall be identified in the PROJECT PS&E.

12. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Manual on High and Low Risk Underground Facilities Within Highway Rights of Way". CITY hereby acknowledges receipt of STATE's "Manual on High and Low Risk Underground Facilities Within Highway Right of Way". If any existing public or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policies and procedures for those facilities located within the PROJECT limits of the State Highway and in accordance with CITY's policy for those facilities located outside of the limits of the State Highway. The costs of protection, relocation, or removal of material/items within inside STATE's right of way shall be apportioned between the utility owners and CITY, representing STATE in accordance with STATE's policies and procedures. Any relocated or new facilities shall be correctly shown and identified together with any unmodified facilities on the "As-Built" plans.

13. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the State Highway right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State Highway encroachment permits.

14. CITY shall require any utility owner or its contractor performing the protection or relocation work within the State Highway right of way to obtain an encroachment permit from STATE prior to the performance of said work.

15. To be responsible, at CITY's expense, for the investigation of potential hazardous material sites within and outside of the existing State Highway right of way that would impact PROJECT as part of CITY's PROJECT responsibility. If CITY encounters hazardous

material or contamination within the existing State Highway right of way during said investigation, CITY shall immediately notify STATE and responsible control agencies of such discovery.

16. To construct PROJECT in accordance with PROJECT PS&E, to the satisfaction of and subject to the approval of STATE.

17. Contract administration procedures shall conform to the requirements set forth in STATE's Construction Manual, Local Assistance Procedures Manual, and the encroachment permit for construction of PROJECT.

18. PROJECT construction within the existing and ultimate State Highway right of way shall comply with the requirements in STATE's latest publication of the Standard Specifications and the Special Provisions, and will conform to methods and practices specified in STATE's Construction Manual.

19. In recognition that construction work for PROJECT done on STATE's property will not be directly funded and paid by STATE, for the purpose of protecting stop notice claimants and the interests of STATE relative to the successful completion of PROJECT, CITY agrees to require its construction contractors to furnish both a payment and a performance bond naming CITY as obligee, with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications, prior to performing any PROJECT construction work. CITY shall defend, indemnify, and hold harmless STATE and all its officers and employees from all claims by judgment and stop notice claimants related to PROJECT.

20. To furnish, at CITY's expense, and subject to the approval of STATE, a field site representative, who is an appropriate licensed professional in the State of California, to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the company, if any, that prepared the PROJECT PS&E or of the construction contractor. If the Resident Engineer is a consultant, CITY shall provide a full-time employee to be in responsible charge of the PROJECT.

21. At CITY's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in inspections and staff services necessary to ensure that the construction is being performed in accordance with PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor.

22. To make progress payments to the contractor and to pay all costs for required staff services as described in Articles 20 and 21 of this Section. While STATE's representative shall review all contract progress pay schedules, STATE does not assume responsibility for the accuracy of itemization on said progress pay schedules.

23. Within sixty (60) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE two acceptable "As-Built" plan sets. One plan set shall be submitted on a CD ROM in MicroStation (versions 5.0 through 7.0) ".dgn" file format. The second set shall consist of one full sized, hard copy paper plan set and all contract records. All plans and ".dgn" files must be in compliance with STATE's current CADD Users Manual and Plans Preparation Manual.

24. Upon completion and acceptance of the construction contract, CITY shall maintain and pay all LANDSCAPE maintenance, repair, replacement, and removal expenses, including, but not limited to, electrical energy costs for decorative landscape lighting and all plantings and other improvements installed as a part of PROJECT as a CITY encroachment permitted by STATE. If CITY fails to maintain these PROJECT improvements, STATE reserves the right to return the State Highway right of way to its original condition and bill CITY for the actual expenses incurred in so doing and CITY agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due CITY from the Highway User Tax Fund or any other available source of funds.

25. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from the date of FHWA payment of final voucher, or four (4) years from the date of final payment under the contract, whichever is longer, all records and accounts relating to construction.

26. If CITY terminates PROJECT prior to completion of the construction contract for PROJECT, CITY agrees to refund to STATE all RTIP-TE and STATE matching funds previously paid to CITY and STATE shall require CITY, at CITY's expense, to return the US 50 right of way to its original condition or to a condition of acceptable safe and permanent operation. If CITY fails to do so, STATE reserves the right to finish PROJECT or to place PROJECT in a safe and operable condition and STATE will bill CITY for all actual expenses incurred and CITY agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionments due CITY from the Highway User Tax Fund.

27. If cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, CITY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.

28. STATE's quality assurance activities referred to in Section II, Article 2 of this Agreement do not include performance of any engineering services required for PROJECT. Those services are to be performed by CITY. If CITY requests STATE to perform any of these

services, CITY shall reimburse STATE for such services. An amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.

SECTION II

STATE AGREES:

1. Upon proper application by CITY and CITY's contractors and consultants, to issue, at no expense to CITY and CITY's contractors, the necessary encroachment permit for required work within the State Highway right of way, as more specifically defined elsewhere in this Agreement.

2. At no cost to CITY, to provide quality assurance to assure that CITY's PROJECT work is performed in full compliance with the approved PROJECT PS&E and in accordance with STATE's then-effective policies, standards, and practices. This quality assurance oversight function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by CITY, or to order any actions needed for public safety or the preservation of property, and to ensure compliance with all provisions of the encroachment permit(s) issued to CITY and to CITY's contractors and consultants.

3. To deposit with CITY within thirty (30) days of receipt of billings thereof (which billings will be forwarded monthly, in arrears) the proportional amount of said billings eligible for reimbursement with RTIP-TE and matching funds obligated for PROJECT construction capital costs. STATE'S total obligation for said anticipated costs shall not exceed the amount of $1,470,000.

SECTION III

IT IS MUTUALLY AGREED:

1. STATE's contractual obligations are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission.

2. CITY shall provide a right of way certification to certify that legal and physical control of any new rights of way were acquired in accordance with applicable State and Federal laws and regulations or that no additional right of way is required, prior to STATE's granting of an encroachment permit to construct PROJECT and maintain the resultant LANDSCAPING.

3. All applicable procedures and policies relating to the use of Federal funds and State fuel tax funds shall apply notwithstanding other provisions of this Agreement.

4. During PROJECT construction, representatives of CITY and STATE will cooperate and consult with each other, and all PROJECT work shall be accomplished according to the accepted PROJECT PS&E, and STATE's applicable policies, procedures, standards and practices. The STATE's quality assurance representatives who are authorized to enter CITY's property during construction for the purpose of monitoring and coordinating construction activities shall verify satisfaction of these requirements.

5. PROJECT PS&E changes shall be implemented by contract change orders that have been reviewed and concurred with by STATE's representative. All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing the work. Unless otherwise directed by STATE's representative, changes authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.

6. CITY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through CITY's claim process. STATE's representative will be made available to CITY to provide advice and technical input in any claim process.

7. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during construction requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way or other property during construction requiring the same defined remedy or remedial action shall be the responsibility of CITY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If CITY and STATE decide to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way and CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way or other property. If CITY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of proceeding with PROJECT, that additional cost identified by STATE shall be borne by CITY. CITY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. While STATE will exert every reasonable effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, CITY will have the option to either delay further construction of

PROJECT until STATE is able to provide funding or CITY may proceed with the remedy or remedial action as a PROJECT expense without any subsequent reimbursement by STATE.

8. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State Highway right of way during construction shall be the responsibility of CITY, at CITY's expense, as a consequence of proceeding with PROJECT construction. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. CITY shall sign any HM-2 manifest if construction of PROJECT proceeds and HM-2 material is removed in lieu of being treated in place. If CITY and STATE decide to not proceed with PROJECT, there will be no obligation to either CITY or STATE other than CITY's duty to cover and protect HM-2 material left in place, at CITY's expenses.

9. Locations subject to remedy or remedial action or protection include utility relocation work required for construction of PROJECT. Costs for remedy or remedial action or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.

10. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy or remedial action plans and designs. Remedial actions proposed by CITY on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards and practices mandated by Federal and State regulatory agencies.

11. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of State Highways and public facilities different from the standard of care imposed by law.

12. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction allocated to CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all its officers and employees from any and all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

13. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction allocated to STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all its officers and employees from any and all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

14. CITY will be responsible for all PROJET maintenance, repair, replacement, and ultimate removal of LANDSCAPING if so directed by STATE, ownership and liability and will also be responsible to facilitate a revision/amendment to the existing maintenance agreement(s) between STATE and CITY or other jurisdictional agencies represented by CITY for maintenance, ownership and for LANDSCAPING PROJECT liability within STATE right of way. Until those agreements are executed, this agreement will govern CITY's responsibility for all PROJECT maintenance, ownership and liability.

15. Those portions of this Agreement pertaining to the completion of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by CITY, the satisfactory completion of all post-construction obligations of CITY, and delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2007, whichever is earlier in time. The maintenance, indemnification, and claims clauses, however, shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction-related or other claims arising out of PROJECT be asserted against one of the Parties, the Parties agree to extend the termination date of this Agreement.

STATE OF CALIFORNIA
Department Of Transportation

WILL KEMPTON
Director

By: _____
STEVEN E. KIRKPATRICK, Chief
North Region Design & Engineering Services

Approved as to form and procedure:

_____
Attorney, Department of Transportation

Certified as to funds:

_____
District Budgets Representative

Certified as to financial terms and policies:

for Tamara Warren
Accounting Administrator

CITY OF RANCHO CORDOVA

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form and procedure:

_____
City Attorney

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose as stated in the Agreement:

_____
Fiscal Officer

03-SAC-50 KP 9.19/9.8
US 50 at Mather Field Road Interchange Landscaping
EA No. 03-2E2408
District Agreement No. 03-0314
(03-454074L-Local Assistance)

EXHIBIT A

FINANCE LETTER

4/28/2006

DEPARTMENT OF TRANSPORTATION
DIVISION OF ACCOUNTING
LOCAL PROGRAM ACCOUNTING BRANCH

Date: 28-Apr-06
Agency: City of Rancho Cordova
Project No. P050(111)
EA No. 03-2E2408S

ATTN: Steve Propst

	TOTAL COST OF WORK	TOTAL PARTIC. COST	App. code: FEDERAL FUNDS(RSTIPE)	App code: STATE MATCH FUNDS	LOCAL FUNDS	OTHER FUNDS Type: TSM ___
Agency Preliminary Engineering						
State Furnished Preliminary Engineering						
Overhead at ___%						
R/W Engineering & Administration Costs						
R/W Purchase Costs						
Relocation Assistance (SJ 3A055)						
Contract Items	$2,063,141	$2,063,141	$1,301,391	$168,609	$593,141	
St. Furn M &E						
Supplemental Work						
Contingencies						
Trainees						
Agency Furn. Mat.						
Contract Total:						
RE Office						
Agency Furn. Construction Engineering						
Overhead at _____%						
State Furnished Materials Testing						
Overhead at ____% EA No. _____						
Striping by Agency						
TOTAL:	$2,063,141	$2,063,141	$1,301,391	$168,609	$593,141	

Federal Participation: %
Reimb. Ratio: %

Signature: Kathy Garner

Title: Senior Civil Engineer

REMARKS:

MEMORANDUM

DATE: August 7, 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 2A (SUNDANCE SUBDIVISION); RC 04-122**

RECOMMENDATION

Adopt Resolution 145-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 2A.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 2A, 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 Sundance 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 2A 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 102-2006 on June 19, 2006, amending Resolution 4-2004, which created Special Tax Area Zone 2, to include Zone 2A, and Ordinance 37-2006, on July 5, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of the Sundance subdivision following approval of the ordinance.

AGENDA ITEM # 9

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

"Special Tax Area Zone 2A: 1 "yes" vote; 0 "no" vote

ATTACHMENTS

1. Resolution No. 145-2006 declaring the result of mail ballot election regarding the special tax for police services for special police tax area Zone 2A

CITY OF RANCHO CORDOVA

RESOLUTION NO. 145-2006

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 2A

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 19, 2006, the City adopted Resolution 102-2006, amending resolution 4-2004, which created Special Tax Area Zone 2, to include Zone 2A within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 2A and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 102-2006, 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 July 5, 2006, the City adopted Ordinance 37-2006, which established a special tax for police services in Zone 2A, which is contiguous with the boundaries of the Sundance Subdivision, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 37-2006 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 2A (RHNC Sundance – Sacramento GP), which asked a single question in the form of: "Shall Ordinance No. 37-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 2A 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 2A have voted on the issue of whether to approve Ordinance No. 37-2006 and the City now wishes to declare the results of this police tax election for Zone 2A.

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. 37-2006 authorizing a special tax in the portion of Police Tax Zone 2A 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 37-2006, the police tax for Zone 2A 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 7th day of August, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

MEMORANDUM

DATE: August 7, 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 37 (GRANTLINE 208 SUBDIVISION); RC 04-064**

RECOMMENDATION

Adopt Resolution 146-2006, declaring the result of the police tax election concerning Special Police Tax Area Zone 37.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will declare the result of the police tax election concerning Special Police Tax Zone 37, 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 Grantline 208 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 37 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 103-2006 on June 19, 2006, which created Tax Zone 37, and Ordinance 38-2006, on July 5, 2006, which established the special tax for police services subject to landowner-voter confirmation. A ballot was mailed out to the property owner of the Grantline 208 subdivision following approval of the ordinance.

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

"Special Tax Area Zone 37: 1 "yes" vote; 0 "no" vote

ATTACHMENTS

1. Resolution No. 146-2006 declaring the result of mail ballot election regarding the special tax for police services for special police tax area Zone 37

CITY OF RANCHO CORDOVA

RESOLUTION NO. 146-2006

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 37

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 19, 2006, the City adopted Resolution 103-2006, creating Zone 37 within the Special Police Tax Area, and recognizing the need for increased police protection services in Zone 37 and the difficulty of funding current or increased levels of such services with available revenues. Pursuant to Resolution 103-2006, 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 July 5, 2006, the City adopted Ordinance 38-2006, which established a special tax for police services in Zone 37, which is contiguous with the boundaries of the Grantline 208 Subdivision, subject to landowner-voter confirmation; and

WHEREAS, Ordinance 38-2006 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 37 (Pulte Home Corporation), which asked a single question in the form of: "Shall Ordinance No. 38-2006 of the City Council of the City of Rancho Cordova be approved so as to authorize a special tax on property located in Zone 37 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 37 have voted on the issue of whether to approve Ordinance No. 38-2006 and the City now wishes to declare the results of this police tax election for Zone 37.

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. 38-2006 authorizing a special tax in the portion of Police Tax Zone 37 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 38-2006, the police tax for Zone 37 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 7th day of August, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 126-2006 APPROVING SUBDIVISION NO. RC-05-157 FINAL MAP OF ANTHOLOGY AT ANATOLIA AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 126-2006 (Attachment 1)** approving the subdivision titled "Final Map Anthology at Anatolia", consisting of 118 proposed lots, located on the south side of Douglas Road approximately 894 feet east of Sunrise Boulevard.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Exhibit A)** guaranteeing the construction of public roads and utilities with CH (Anatolia I), L.P., A California Limited partnership and the recording of the final subdivision map creating 118 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Planning Commission approved the Tentative Map on September 22, 2005. A vicinity map **(Attachment 2)** and copy of the final map **(Attachment 3)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. 2176374 with Insurance Company of the West in the amount of $789,300.00. Bond No. 2176374 with Insurance Company of the West in the amount of $394,650.00 guarantees the labor and material.

AGENDA ITEM # 11

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured with the Sacramento County Tax Collector.

Wood-Rodgers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

ATTACHMENTS:

1. Resolution No.126-2006 including (**Exhibit A**) - Subdivision Improvement Agreement
2. Vicinity Map
3. 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 126 -2006

A RESOLUTION OF THE CITY COUNCIL APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-05-157 FINAL MAP OF ANTHOLOGY OF ANATOLIA

–

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council resolves to execute a Subdivision Improvement Agreement (Exhibit A) on behalf of the City in connection with **CH (Anatolia I) L.P., a California Limited Partnership** and the subdivision designated as **Subdivision No. RC-05-157 Final Map of Anthology at Anatolia** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of on the ____th day of _____, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

Exhibit A

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2006, by and between the CITY OF RANCHO CORDOVA, a political subdivision of the State of California (hereinafter "CITY"), and **CH (ANATOLIA I), LP, a California Limited Partnership** (hereinafter Principal").

RECITALS

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

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

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

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

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

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

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

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

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

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

6. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

7. **Notice of Commencement of Work**. Principal shall notify the Administrator of Public Works in writing of the commencement of the work of improvements.

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

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

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

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

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

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$789,300.00**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

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

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

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

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

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

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

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

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

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

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

21. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to

be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By_____

ATTEST:_____
Clerk of City of Rancho Cordova

PRINCIPAL

CH (ANATOLIA I) LP,
a California Limited Partnership

By: Cambridge Communities, LLC,
a California Limited Liability Company
Its: General Partner

By: _____

Chris Stevens, Managing Member
Name & Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sacramento } ss.

On May 17, 2006 (Date), before me, Corinne Moore, notary public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Christopher Stevens (Name(s) of Signer(s)),

☑ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Corinne Moore
Signature of Notary Public

CORINNE MOORE
Commission # 1563920
Notary Public - California
Sacramento County
My Comm. Expires Mar 25, 2009

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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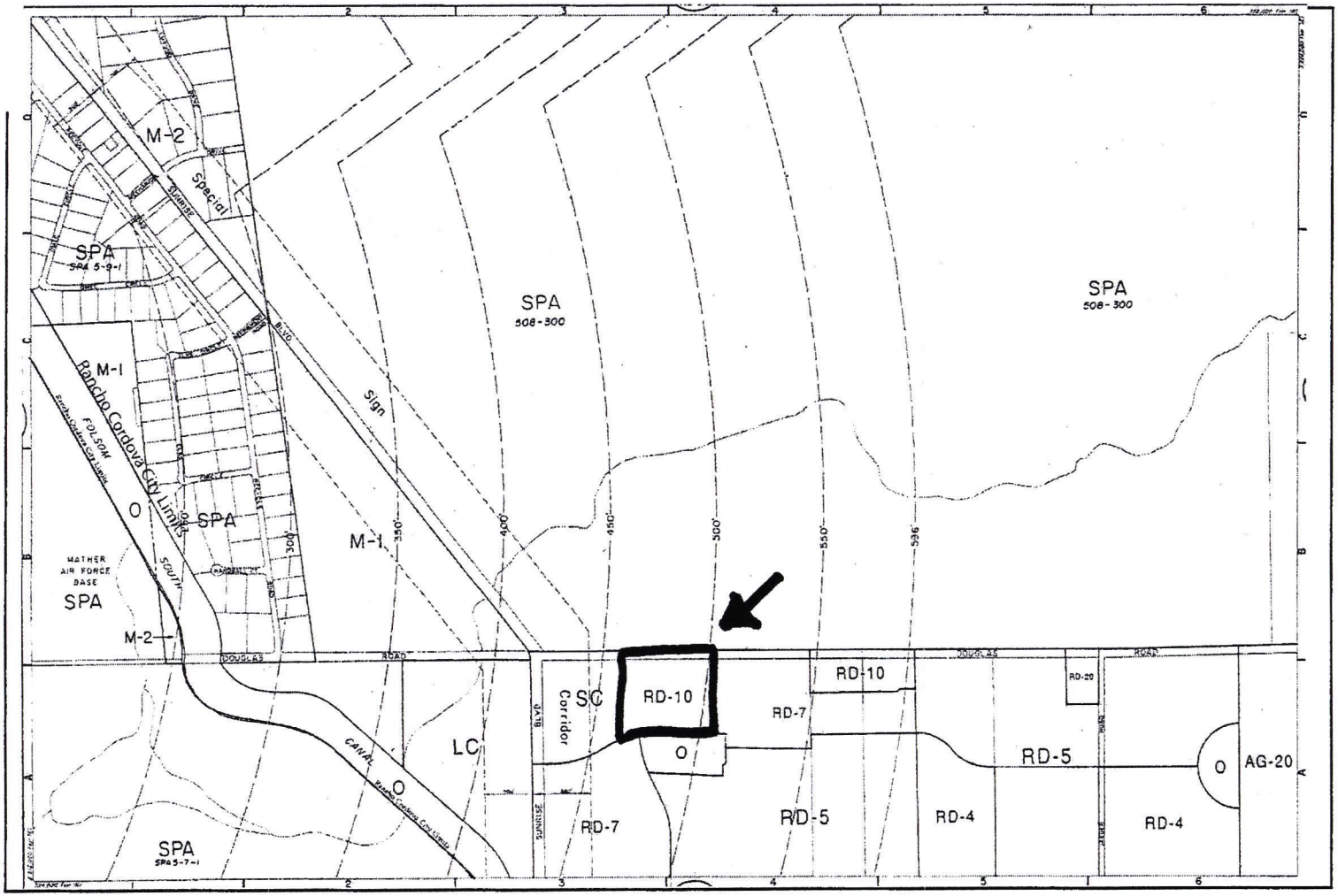
Attachment 2

ANTHOLOGY AT ANATOLIA

ZONING MAP



ZONING MAP SHEET 14

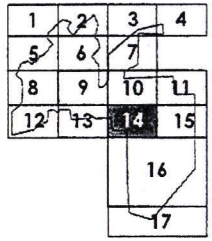
ZONING CATEGORY	ZONING DEFINITION
AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minimum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential, maximum density 15 dwelling units
RD-20	Multiple Family Residential maximum density 20 dwelling units
RM-1	Space Rental Park
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

Case Amended	Date

SCALE IN FEET
250 500 1000

MAP SHEET INDEX



Attachment 3

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF ANTHOLOGY AT ANATOLIA AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC DRIVE, CIRCLE, ROAD AND WAYS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC DRIVE, CIRCLE AND WAYS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOTS A, B AND C THOSE STRIPS OF LAND TWELVE AND ONE- HALF (12.5) FEET, SIXTEEN (16) FEET AND EIGHTEEN (18) FEET IN WIDTH AND CONTIGUOUS TO THE DRIVE, CIRCLE AND WAYS SHOWN EXCEPT WHERE STRUCTURES ARE LOCATED AND OR ARE PROPOSED TO BE LOCATED, AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.)

C. RIGHTS OF WAY AND EASEMENT FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, UNDER AND ACROSS THOSE STRIPS OF LAND FIVE (5.00') FEET IN WIDTH LYING BETWEEN THE REAR/OR SIDE LINES OF LOTS 102 AND 103 AND LINES SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT."

D. AN EASEMENT FOR LANDSCAPE AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AS DESIGNATED "LANDSCAPE EASEMENT," SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

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

F. EASEMENTS FOR LIGHT AND AIR OVER THOSE STRIPS OF LAND LYING BETWEEN THE FRONT AND/OR SIDE LINES OF LOTS 88, 105 AND 106 AND THE LINES SHOWN HEREON AND DESIGNATED "SETBACK LINE." SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS (S.B.L.).

CH (ANATOLIA I), L.P.
A CALIFORNIA LIMITED PARTNERSHIP

By: CAMBRIDGE COMMUNITIES, LLC,
A CALIFORNIA LIMITED LIABILITY COMPANY, GENERAL PARTNER

BY: _____ DATE: 5/2/2006

NAME: Christopher Stevens
TITLE: managing member

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF Sacramento }

ON THE 2 DAY OF May, 2006, BEFORE ME, Corinne Moore, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Christopher Stevens

☒ PERSONALLY KNOWN TO ME OR
☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: Corinne Moore
PRINTED NAME: Corinne Moore
COUNTY OF: Sacramento
MY COMMISSION EXPIRES: March 25, 2009
MY COMMISSION NO: 1563920

TRUSTEE'S STATEMENT

STEWART TITLE OF SACRAMENTO, A CALIFORNIA CORPORATION, AS TRUSTEE UNDER DEED OF TRUST RECORDED ON JUNE 24, 2005, IN BOOK 20050624, AT PAGE 1536, OFFICIAL RECORDS OF SACRAMENTO COUNTY, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

BY: _____ BY: _____
PRINT: Daniel P. Moreno PRINT: _____
TITLE: A.V.P. TITLE: _____

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA } SS
COUNTY OF Sacramento }

ON THE 1st DAY OF May, 2006, BEFORE ME, K. Migliore A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, Daniel P. Moreno

☒ PERSONALLY KNOWN TO ME OR
☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____
PRINTED NAME: K. Migliore
COUNTY OF: Sacramento
MY COMMISSION EXPIRES: 3-28-10
MY COMMISSION NO: 1655200

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CH (ANATOLIA I), A CALIFORNIA LIMITED PARTNERSHIP, MARCH 16, 2005. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

_____
CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

APRIL 11, 2006
DATE

CITY ENGINEER'S STATEMENT

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

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/R.C.E. 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

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

_____
CITY CLERK
CITY OF RANCHO CORDOVA
DATE: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-05-157
FINAL MAP OF

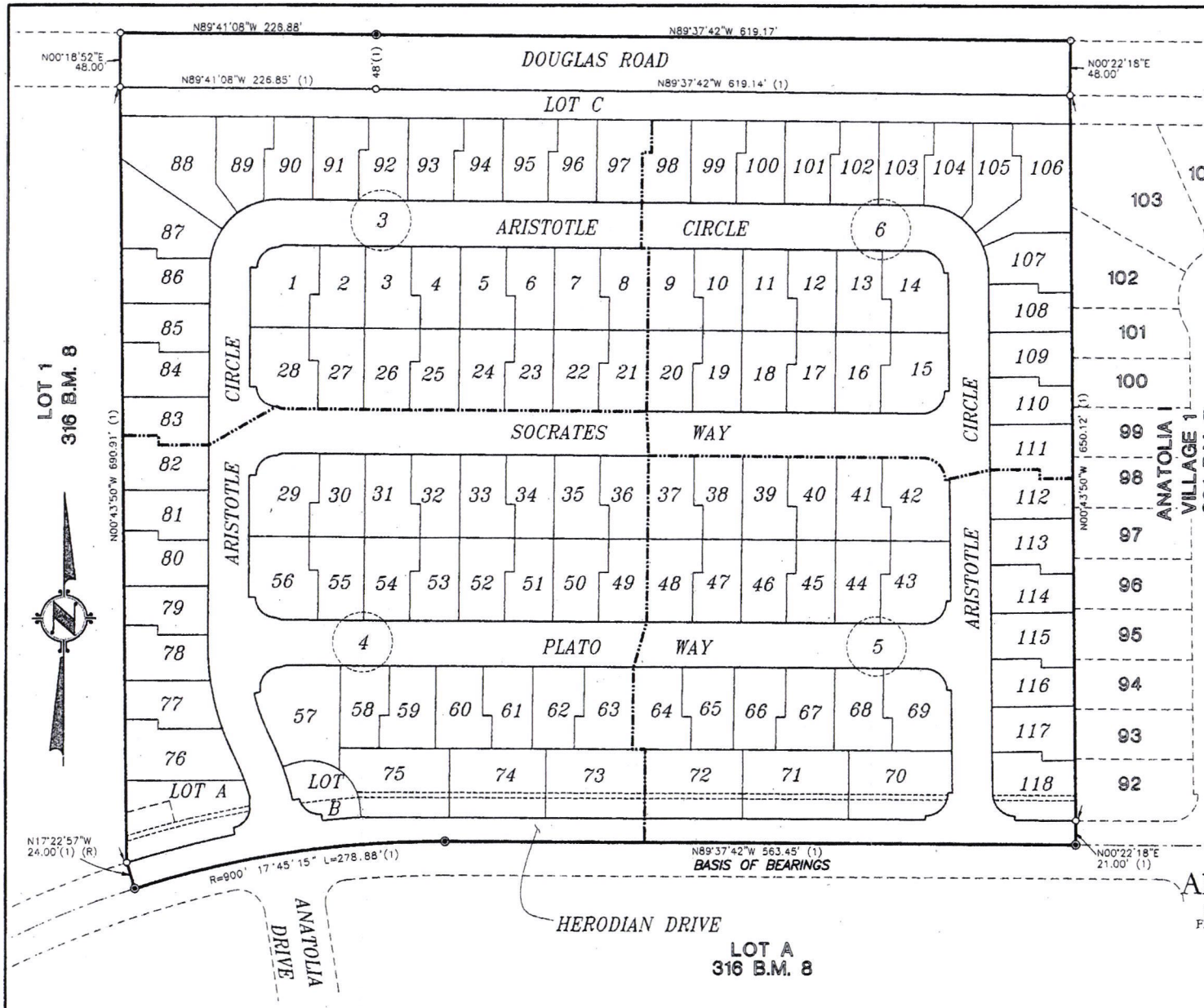
ANTHOLOGY AT ANATOLIA

BEING ALL OF LOT 2 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED, "ANATOLIA," FILED FOR RECORD IN BOOK 316 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MAY 2006

WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St., Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

1143.105



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED FROM THE FOUND MONUMENTS SHOWN ON THE FINAL MAP OF ANATOLIA RECORDED IN 316 B.M. 8, SACRAMENTO COUNTY RECORDS. THE BEARING BETWEEN SAID MONUMENTS IS NORTH 89°37'42" WEST.

LEGEND

o	DIMENSION POINT, NOTHING FOUND OR SET
⊥	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1.00' PROJECTION OR 9.00' OR 11.00' OFFSET OF PROPERTY LINE ONTO SIDEWALK OR 5/8" REBAR WITH CAP L.S. 7944 AT 2.00' OFFSET ALONG REAR LOT CORNERS ADJACENT TO SOUNDWALLS AND EXISTING FENCES.
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 6046
I/E	PRIVATE INGRESS / EGRESS EASEMENT
L.E.	LANDSCAPE EASEMENT
OA	OVERALL
O.R.	OFFICIAL RECORDS OF SACRAMENTO COUNTY
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
S.B.L.	SET BACK LINE
(X)	SEE SHEET

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS DECIMALS THEREOF.
2. TOTAL AREA OF THIS VILLAGE IS 14.05± ACRES GROSS, CONSISITING OF 118 RESIDENTIAL LOTS AND 3 MISCELLENOUS LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREETS RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.50 FOOT OR 16 FOOT OR 18 FOOT OR 22.50 FOOT PUBLIC UTILITY EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY UNLESS OTHERWISE SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO.3505.06, DATED JANUARY 24, 2002. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
6. LOTS A, B, AND C SHALL BE GRANTED TO THE CORDOVA RECREATION AND PARK DISTRICT.
7. A PRIVATE RECIPROCAL INGRESS/EGRESS EASEMENT SHALL BE GRANTED TO EACH LOT AT TIME OF SALE.
8. THESE LOTS ARE AFFECTED BY AN AVIGATION AND NOISE EASEMENT TO THE COUNTY OF SACRAMENTO, OPERATOR OF MATHER AIRPORT, RECORDED IN BOOK 20050426, AT PAGE 0142, O.R.
9. THE I.O.D. PER 316 B.M. 8 FALLS ENTIRELY WITHIN THE DEDICATED RIGHT-OF-WAY SHOWN HEREON.

SUBDIVISION NO. RC-05-157

FINAL MAP OF

ANTHOLOGY AT ANATOLIA

BEING ALL OF LOT 2 AS SHOWN ON THAT CERTAIN LARGE LOT FINAL MAP ENTITLED, "ANATOLIA," FILED FOR RECORD IN BOOK 316 OF MAPS, AT PAGE 8, SACRAMENTO COUNTY RECORDS
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MAY 2006

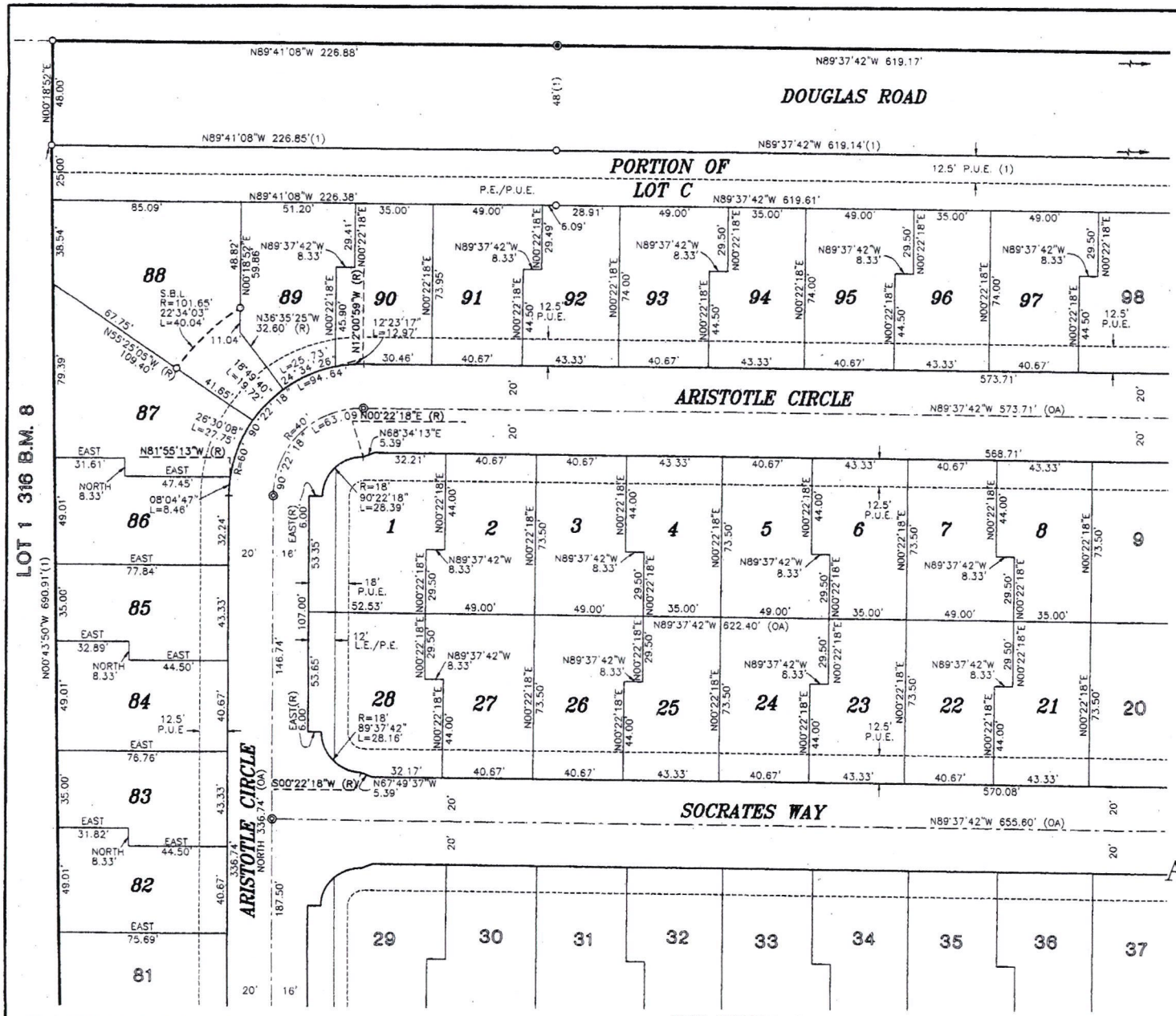
REFERENCES

(1) 316 B.M. 8
(2) 20041020 O.R. 2933

0 30 60 120
SCALE:1"=60'

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

1143.105



0 30 60

SCALE: 1"=30'

SUBDIVISION NO. RC-05-157

FINAL MAP OF

ANTHOLOGY AT ANATOLIA

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CITY OF RANCHO CORDOVA

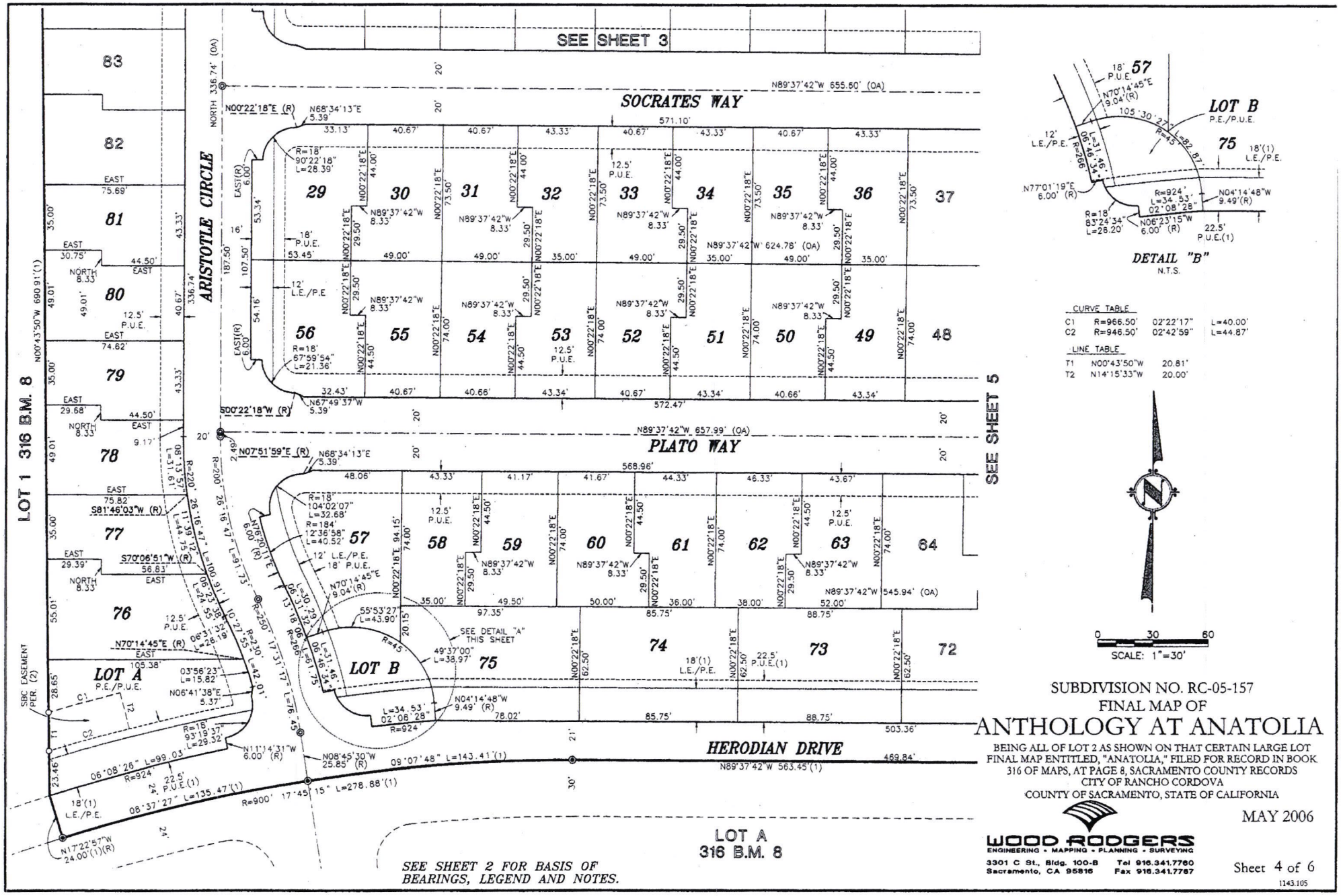
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MAY 2006

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

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

1143.105



DETAIL "B"
N.T.S.

CURVE TABLE

C1	R=966.50'	02°22'17"	L=40.00'
C2	R=946.50'	02°42'59"	L=44.87'

LINE TABLE

T1	N00°43'50"W	20.81'
T2	N14°15'33"W	20.00'

SUBDIVISION NO. RC-05-157

FINAL MAP OF

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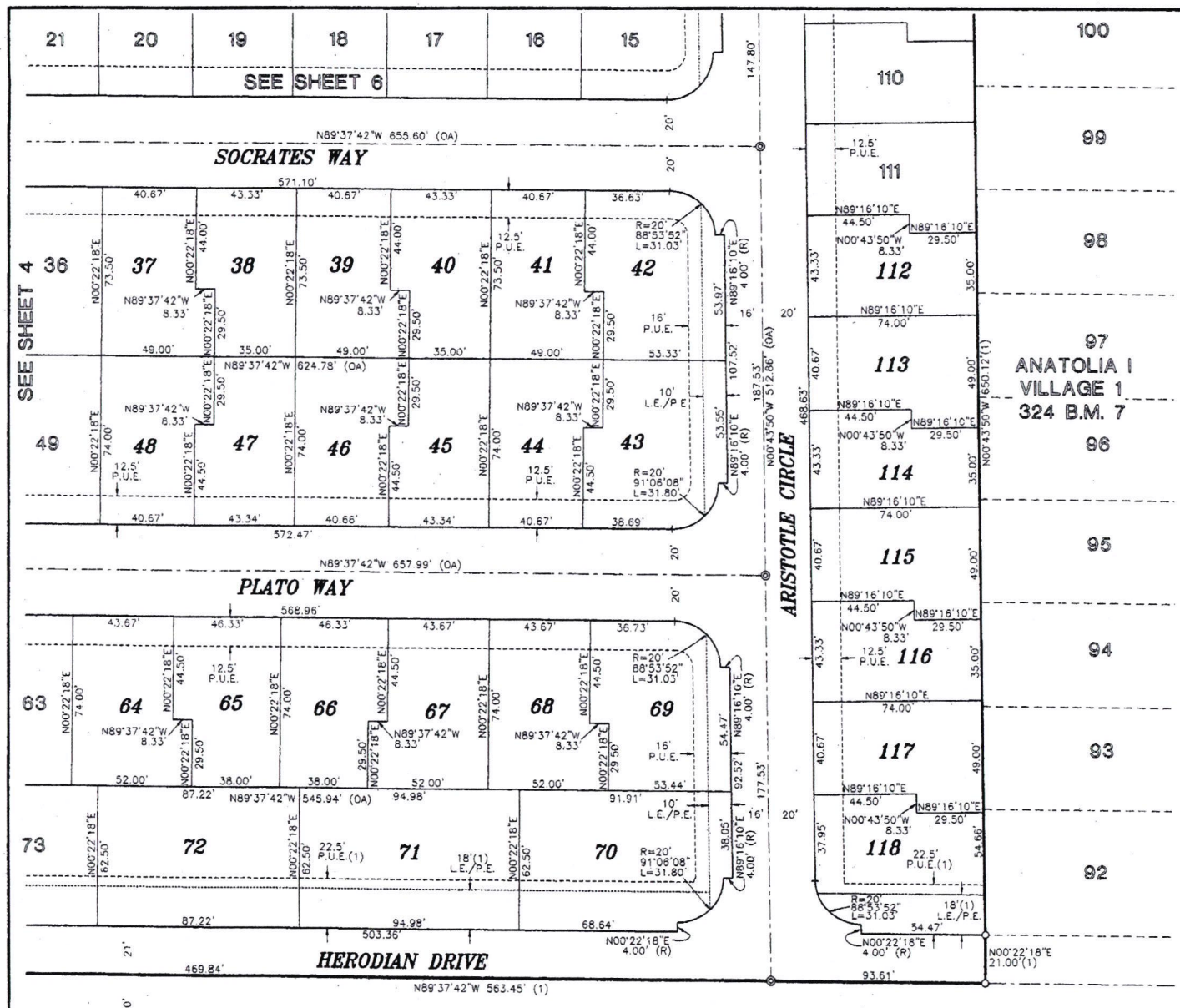
1143.105



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

0 30 60

SCALE: 1"=30'

SUBDIVISION NO. RC-05-157

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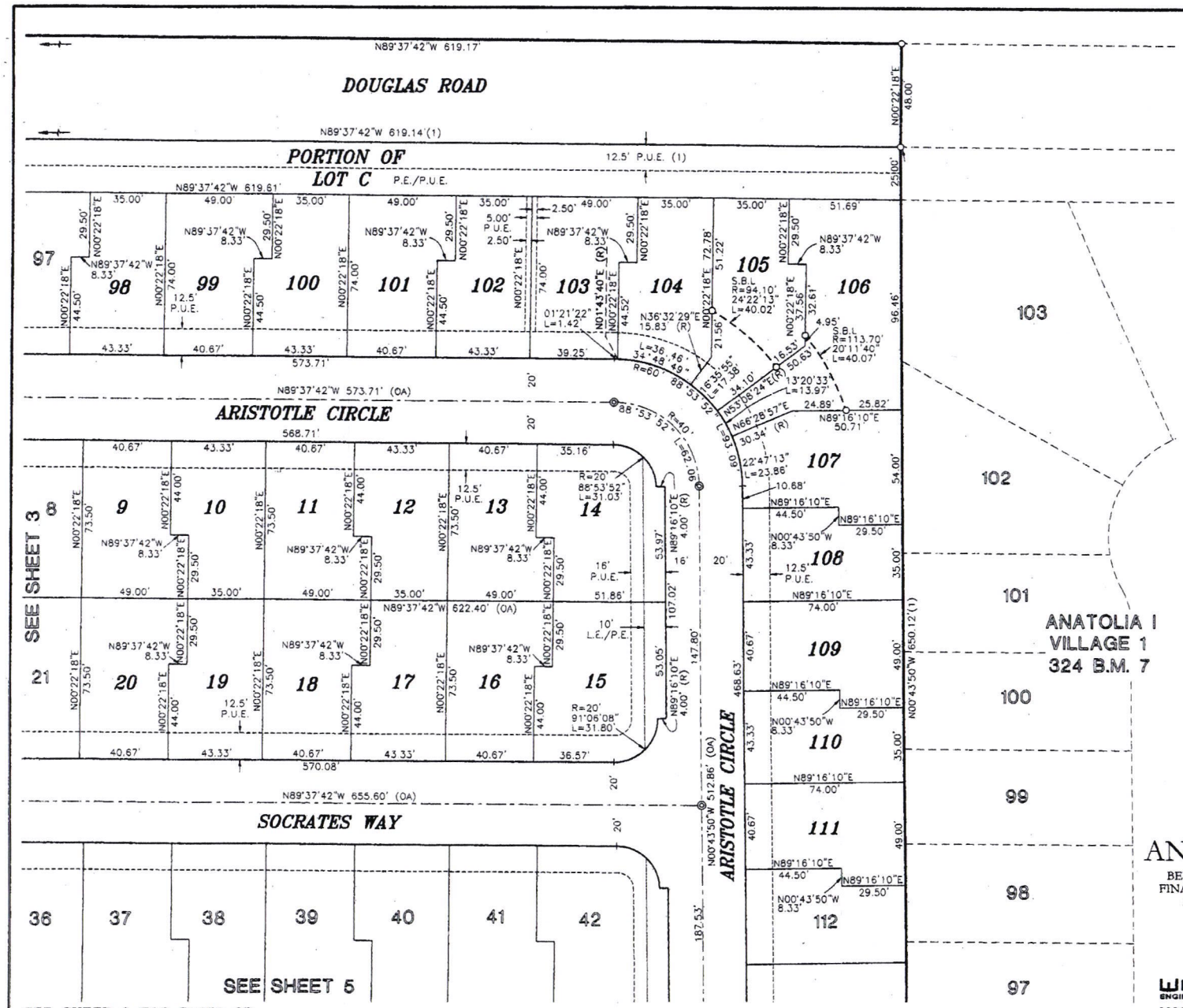

SUBDIVISION NO. RC-05-157

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COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

MAY 2006

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

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

1143.105

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director
Adam Lindgren, Assistant City Attorney

SUBJECT: **A RESOLUTION ACCEPTING TWO EASEMENTS FOR RIGHT OF WAY AND ONE EASEMENT FOR LIGHT AND AIR, FROM BUZZ OATES DEVELOPMENT, L.P.**

RECOMMENDATION

Adopt Resolution No. 147-2006 accepting two easements for right of way and one easement for light and air, from Buzz Oates Development, L.P., which were previously granted to the County of Sacramento.

RESULT OF RECOMMENDED ACTION

Adoption of this Resolution will result in the City's acceptance of three easements that were granted to the County of Sacramento pursuant to County conditions attached to an application for a parcel to be certified as lawful. Since the time these conditions were imposed, the City of Rancho Cordova has incorporated resulting in the proper grantee for the three easements to be the City and not the County.

BACKGROUND

Applicant Buzz Oates Development (the "Applicant") obtained approval from the County of Sacramento ("County") of a conditional certificate of compliance after a hearing held by the County's Subdivision Review Committee on May 16, 2003. The County's approval resulted in the creation of a separate lawful parcel for the tax parcel known as Assessor's Parcel Number ("APN") 075-067-019 (the "019 Parcel"), also known as 9977 Folsom Boulevard. Instead of recording the conditional certificate of compliance, the Applicant elected to satisfy the conditions of the conditional certificate of compliance (the "Conditions") so that the lawful parcel can be recorded as an unconditional certificate of compliance.

The Conditions require the Applicant to grant to the County a right-of-way easement for Folsom Boulevard and a light and air easement, both easements to burden the 019 Parcel, and a right-of-way easement for Folsom Boulevard that burdens the adjoining parcel, APN 075-0670-015 (the "015 Parcel"). In addition to owning the 019 Parcel, the Applicant (or the Applicant's affiliate entities) is the lessee in a long-term ground lease with the owners of the 015 Parcel and owns the building on the 015 Parcel, which contains the addresses 10009 through 10025 Folsom Boulevard.

The County provided the Applicant with the forms of the three easements to be executed by the owners of the respective parcels. Besides requiring a light and air easement that burdens the 019 Parcel, the County also required recordable easements for Folsom Boulevard. For the 019 Parcel, the right-of-way requirement meant that the Applicant had to grant an easement 14 feet wide, running the length of the parcel's boundary with Folsom Boulevard. For the 015 Parcel, the right-of-way requirement meant that the Applicant had to obtain the signatures of the owners of the 015 Parcel to grant an additional right-of-way easement only 4 feet wide, running the length of the 015 Parcel's boundary with Folsom Boulevard because a ten-foot wide right-of-way easement already exists.

Both the 019 Parcel and the 015 Parcel were located in the unincorporated area of the County on May 16, 2003, the date the County approved the conditional certificate of compliance. In attempting to satisfy the Conditions, the Applicant was unable to obtain signatures from the owners of the 015 Parcel until the end of October 2005. During that time, the City of Rancho Cordova incorporated, making the 019 Parcel and the 015 Parcel inside the City limits and subject to the jurisdiction of the City.

The Applicant submitted the fully executed Easements to the County in November 2005, and the documents were misplaced, contributing to a delay of approximately five months. The County eventually approved the Easements as conforming to the Conditions, but the County could not record the Easements because it could not sign the certificate of acceptance, given that the County was no longer the proper grantee due to the City's incorporation. The Applicant revised the Easements to show the grantee as the City, and the Recorder's Office for the County reviewed the revised Easements and confirmed that it would record the Easements.

The County established the Conditions when the County approved the Applicant's lawful parcel as a conditional certificate of compliance. The approval that set forth the Conditions occurred prior to the City's incorporation. Because the City incorporated before the recordation of the three easements, which are now located within City boundaries, the City is now required to accept the easements in order for the Recorder's Office to be able to record such easements and for the Applicant to satisfy the Conditions.

ATTACHMENT(S)

1. Resolution 147-2006, Accepting Two Easements for Right of Way and One Easement for Light and Air, From Buzz Oates Development, L.P., which were Previously Granted to the County of Sacramento

2. Three Easements from Buzz Oates Development, L.P.:

    a. A right-of-way easement on the 019 Parcel for Folsom Boulevard to result in a right-of-way that measures fourteen (14) feet wide and runs the full length of the parcel's boundary with Folsom Boulevard; and

    b. A right-of-way easement on the 015 Parcel for Folsom Boulevard that measures four (4) feet wide and runs the full length of the parcel's

boundary with Folsom Boulevard, which completes the required fourteen-foot wide right-of-way easement when added to the existing ten-foot wide easement for Folsom Boulevard; and

c. A light and air easement on the 019 Parcel.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 147-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ACCEPTING TWO EASEMENTS FOR RIGHT OF WAY AND ONE EASEMENT FOR LIGHT AND AIR, FROM BUZZ OATES DEVELOPMENT, L.P.

WHEREAS, applicant Buzz Oates Development, L.P. (the "Applicant") obtained approval of a conditional certificate of compliance (the "Approved Action") after a hearing held by the Subdivision Review Committee of the County of Sacramento ("County") on May 16, 2003, which resulted in the creation of a separate lawful parcel for the tax parcel known as Assessor's Parcel Number ("APN") 075-067-019 (the "019 Parcel"), also known as 9977 Folsom Boulevard; and

WHEREAS, the Applicant elected to satisfy the conditions of the conditional certificate of compliance (the Conditions") so that the lawful parcel could be recorded as an unconditional certificate of compliance; and

WHEREAS, the Conditions require the Applicant to grant to the County a right-of-way easement for Folsom Boulevard and a light and air easement, both easements to burden the 019 Parcel, and a right-of-way easement for Folsom Boulevard that burdens the adjoining parcel, APN 075-0670-015 (the "015 Parcel"); and

WHEREAS, in addition to owning the 019 Parcel, the Applicant (or the Applicant's affiliate entities) is the lessee in a long-term ground lease with the owners of the 015 Parcel and owns the building on the 015 Parcel, which contains the addresses 10009 through 10025 Folsom Boulevard; and

WHEREAS, the County provided the Applicant with the forms of the three easements (collectively, the "Easements") to be executed by the owners of the respective parcels; and

WHEREAS, the Conditions require right-of-way easements on the 019 Parcel and the 015 Parcel for Folsom Boulevard to result in a right-of-way on both parcels that measures fourteen (14) feet wide and runs the full length of each parcel's boundary with Folsom Boulevard; and

WHEREAS, the right-of-way easement for Folsom Boulevard on the 019 Parcel requires the granting of an easement for the full fourteen-foot width, and the right-of-way easement on the 015 Parcel requires the granting of an easement that measures only four (4) feet wide due to an existing ten-foot wide right-of-way easement that runs the length of the parcel's boundary with Folsom Boulevard; and

WHEREAS, both the 019 Parcel and the 015 Parcel were located in the unincorporated area of the County on May 16, 2003, the date of the Approved Action; and

WHEREAS, the Applicant was unable to obtain signatures from the owners of the 015 Parcel in order to satisfy the Conditions until the end of October 2005; and

WHEREAS, during that time, the City of Rancho Cordova ("City") incorporated, making the 019 Parcel and the 015 Parcel inside the City limits and subject to the jurisdiction of the City; and

WHEREAS, the Applicant submitted the fully executed Easements to the County in November 2005, and after a delay of approximately five-months, the County approved the Easements, but determined that it could not record the Easements because the County was no longer the proper grantee due to the City's incorporation; and

WHEREAS, the Applicant revised the Easements to show the grantee as the City, and the Recorder's Office for the County ("Recorder's Office") reviewed the revised Easements and confirmed that it would record the Easements; and

WHEREAS, the City incorporated before the recordation of the three easements, which are now located within City boundaries, requiring the City to sign certificates of acceptance for the easements in order for the Recorder's Office to be able to record such easements; and

WHEREAS, satisfaction of the Conditions and the final recording of the Easements require the recording of an unconditional certificate of compliance for the 019 Parcel.

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

1. The Council accepts the attached three easements:

A) A right-of-way easement on the 019 Parcel for Folsom Boulevard to result in a right-of-way that measures fourteen (14) feet wide and runs the full length of the parcel's boundary with Folsom Boulevard; and

B) A right-of-way easement on the 015 Parcel for Folsom Boulevard that measures four (4) feet wide and runs the full length of the parcel's boundary with Folsom Boulevard, which completes the required fourteen-foot wide right-of-way easement when added to the existing ten-foot wide easement for Folsom Boulevard; and

C) A light and air easement on the 019 Parcel.

2. The Public Works Director is authorized to execute the attached three easements.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of August, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

WHEN RECORDED RETURN TO:

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

~~REAL ESTATE DIVISION~~
~~COUNTY OF SACRAMENTO~~
~~10545 ARMSTRONG AVE., SUITE 202D~~
~~MATHER, CA 95655~~
~~MAIL CODE: 35-202D~~

NO FEE DOCUMENT Per Govt Code 6103
NO DOCUMENT TRANSFER FEE Per R&T Code 11922

Okay to Accept/Date: 4/6/06
APN: 075-0670-019
Project: C.O.C. - LANDFILL PARCEL

THIS SPACE IS FOR RECORDER'S USE ONLY

CITY OF RANCHO CORDOVA
~~COUNTY OF SACRAMENTO~~
PUBLIC WORKS AGENCY
~~REAL ESTATE DIVISION~~

EASEMENT FOR RIGHT OF WAY

Buzz Oates Development, L.P., a California limited partnership and **Marvin L. Oates, Co-Trustee of the Marvin L. Oates Trust dated March 7, 1995, as amended and restated December 20, 2001,** do hereby grant to the ~~COUNTY OF SACRAMENTO~~, a political subdivision of the State of California, for the purpose of Public Highway or Road, and all necessary utilities, the Right of Way over that certain real property in the ~~County of Sacramento~~, State of California, bounded and described as follows, to-wit: City of Rancho Cordova

See Exhibit "A" and Exhibit "B"

Dated this 21st day of June, 2005

Marvin L. Oates, Co-Trustee of the
Marvin L. Oates Trust dated March 7,
1995, as amended and restated
December 20, 2001

[Signatures Continued on Next Page]

Buzz Oates Development, L.P.,
a California limited partnership

By: _____
Marvin L. Oates, as Co-Trustee
of the Marvin L. Oates Trust
dated March 7, 1995, as amended
and restated December 20, 2001
General Partner

By: Oates Associates, L.P.,
a California limited partnership,
General Partner

By: Oates Associates, LLC,
a California limited liability company,
General Partner

By: _____
Philip D. Oates, Manager

RED File: _____ LOG NO. _____
(rw.eas 3/24/95)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)

COUNTY OF Sacramento)

On June 21, 2005 (date) before me, Katherine H. Pease (name of notary officer),

personally appeared Marvin L. Oates and Philip D. Oates (name(s) of signer(s)),

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

WITNESS my hand and official seal.

Katherine H. Pease
Signature of Notary

KATHERINE H. PEASE
Commission # 1437718
Notary Public - California
Sacramento County
My Comm. Expires Sep 2, 2007

----------OPTIONAL SECTION----------

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

Title(s)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

****

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 79-534 of the Board of Supervisors of said County adopted on May 8, 1979, and the Grantee consents to recordation thereof by its duly authorized officer.

_____ _____

Chief, Real Estate Division Date

****

RETURN THIS DOCUMENT TO MAIL CODE: 55-202D
LOG NO. _____

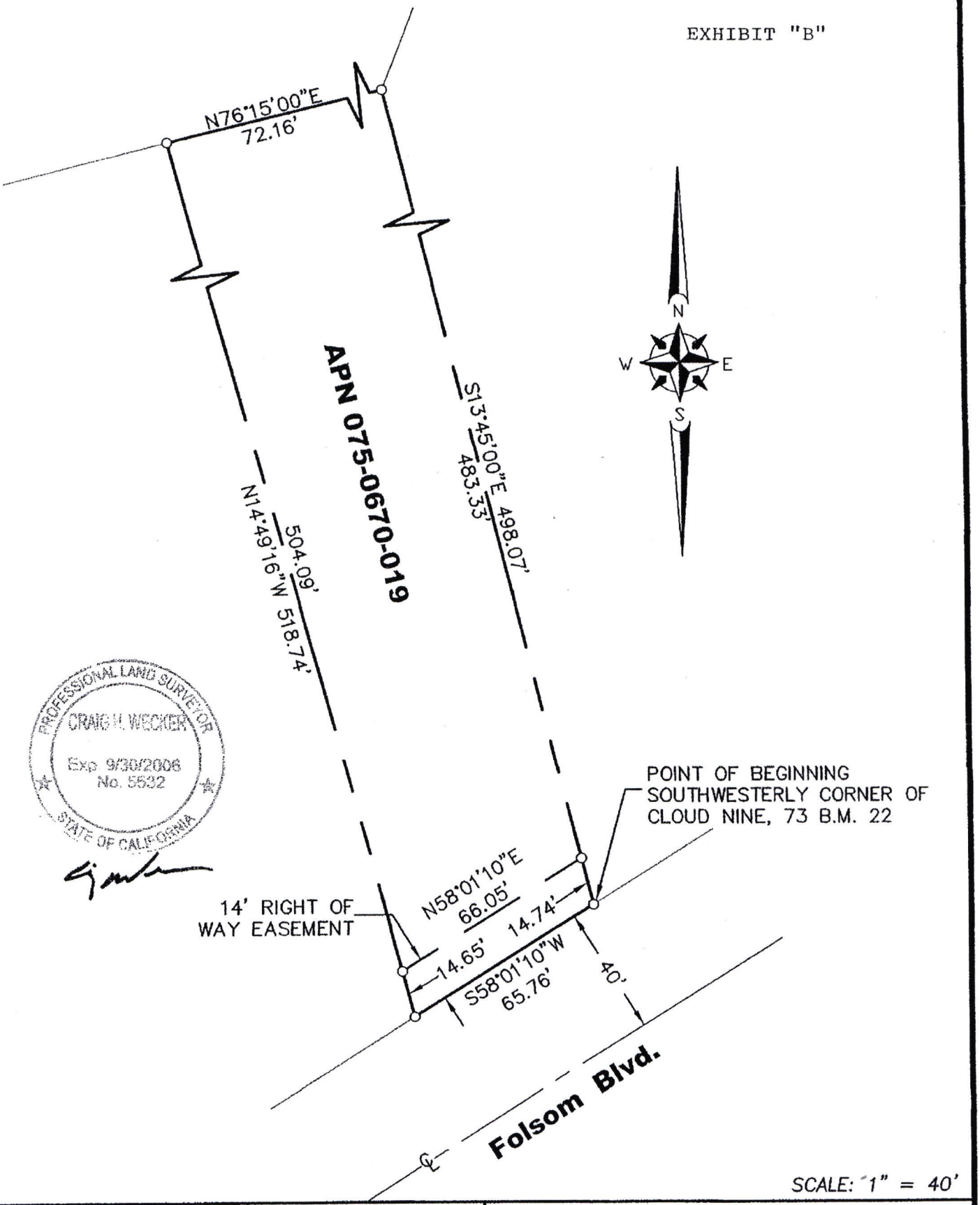
EXHIBIT "A"

ALL THAT PORTION OF THAT CERTAIN TRACT OF LAND SHOWN AS "JOHN STUDARUS NO. 1, 338 54/100 A.", UPON THE OFFICIAL "PLAT OF SUBDIVISION OF THE RANCHO RIO DE LOS AMERICANOS", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON APRIL 4, 1866 IN BOOK 1 OF MAPS, MAP NO. 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF "CLOUD NINE" RECORDED IN THE OFFICE OF SAID RECORDER IN BOOK 73 OF MAPS, MAP NO. 22; THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF FOLSOM BLVD, SOUTH 58°01'10" WEST 65.76 FEET; THENCE NORTH 14°49'16" WEST 14.65 FEET; THENCE NORTH 58°01'10" WEST 66.05 FEET TO THE WESTERLY LINE OF SAID PLAT OF "CLOUD NINE"; THENCE ALONG SAID WESTERLY LINE, SOUTH 13°45'00" EAST 14.74 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B"



SCALE: 1" = 40'

Right of Way Easement

City of Rancho Cordova
County of Sacramento
State of California

WECKER SURVEYS
1111 KENNEDY PLACE
SUITE 4
DAVIS, CA 95616
530-792-7252
FAX 530-792-7171

WHEN RECORDED RETURN TO:

~~COUNTY OF SACRAMENTO~~
CITY OF RANCHO CORDOVA
2729 Prospect Park Drive
Rancho Cordova, CA 95670
~~10545 ARMSTRONG AVE., SUITE 202D~~
~~MATHER, CA 95655~~
~~MAIL CODE: 55-202D~~

NO FEE DOCUMENT Per Govt Code 6103
NO DOCUMENT TRANSFER FEE Per R&T Code 11922

Okay to Accept/Date: 4/6/06
APN: 075-0670-015
Project: COC - Lincoln Property

THIS SPACE IS FOR RECORDER'S USE ONLY

~~COUNTY OF SACRAMENTO~~
CITY OF RANCHO CORDOVA
PUBLIC WORKS AGENCY
~~REAL ESTATE DIVISION~~

EASEMENT FOR RIGHT OF WAY

Buzz Oates Development, L.P., a California limited partnership, and **Marvin L. Oates, Co-Trustee of the Marvin L. Oates Trust dated March 7, 1995, as amended and restated December 20, 2001, Margaret A. Mulcock, Trustee of the Margaret A. Mulcock Living Trust dated July 13, 2000,** and **George Edward Elliott and Lucy Viola Elliott, Trustees or their successors as trustees under the George Edward and Lucy Viola Elliott Living Trust Agreement dated October 13, 2003,** do hereby grant to the ~~COUNTY OF SACRAMENTO~~ City of Rancho Cordova, a political subdivision of the State of California, for the purpose of Public Highway or Road, and all necessary utilities, the Right of Way over that certain real property in the ~~County of Sacramento~~, State of California, bounded and described as follows, to-wit:

See Exhibit "A" and Exhibit "B"

Dated this 14th day of October, 2005

Marvin L. Oates, Co-Trustee of the Marvin L. Oates Trust dated March 7, 1995, as amended and restated December 20, 2001

Margaret A. Mulcock, Trustee of the Margaret A. Mulcock Living Trust dated July 13, 2000

George Edward Elliott and Lucy Viola Elliott, Trustees or their successors as trustees under the George Edward and Lucy Viola Elliott Living Trust Agreement dated October 13, 2003

By: George Edward Elliott Trustee
George Edward Elliott, Trustee

By: Lucy Viola Elliott Trustee
Lucy Viola Elliott, Trustee

[Signatures Continued on Next Page]

Buzz Oates Development, L.P.,
a California limited partnership

By: _____
Marvin L. Oates, as Co-Trustee
of the Marvin L. Oates Trust dated
March 7, 1995, as amended and
Restated December 20, 2001
General Partner

By: Oates Associates, L.P.,
a California limited partnership,
General Partner

By: Oates Associates, LLC,
a California limited liability company,
General Partner

By: _____
Philip D. Oates, Manager

RED File: _____ LOG NO. _____
(rw.eas 3/24/95)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Solano } ss.

On October 31, 2005 (Date) before me, Lorraine C. Sanchez (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared George Edward Elliott, Trustee and Lucy Viola Elliott, Trustee (Name(s) of Signer(s))

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

LORRAINE C. SANCHEZ
Commission # 1395336
Notary Public - California
Solano County
My Comm. Expires Jan 21, 2007

WITNESS my hand and official seal.

Lorraine C. Sanchez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)

COUNTY OF Alameda)

On 14 October 2005 before me, Tanyel B Shelton,
date name of notary officer

personally appeared Margaret A Mulcock,
name(s) of signer(s)

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

WITNESS my hand and official seal.

Signature of Notary

TANYEL B. SHELTON
COMM. # 1424155
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Jan. 27, 2008

----------OPTIONAL SECTION----------

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

Title(s)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

****

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 79-534 of the Board of Supervisors of said County adopted on May 8, 1979, and the Grantee consents to recordation thereof by its duly authorized officer.

_____ _____

Chief, Real Estate Division Date

****

RETURN THIS DOCUMENT TO MAIL CODE: 55-202D
LOG NO. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Sacramento } ss.

On 10/24/05 (Date) before me, Jennifer Cohen (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Maralyn L. Oakes and Philip D. Oakes (Name(s) of Signer(s))

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

JENNIFER COHEN
COMM. # 1491490
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
COMM. EXP. MAY 24, 2008

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

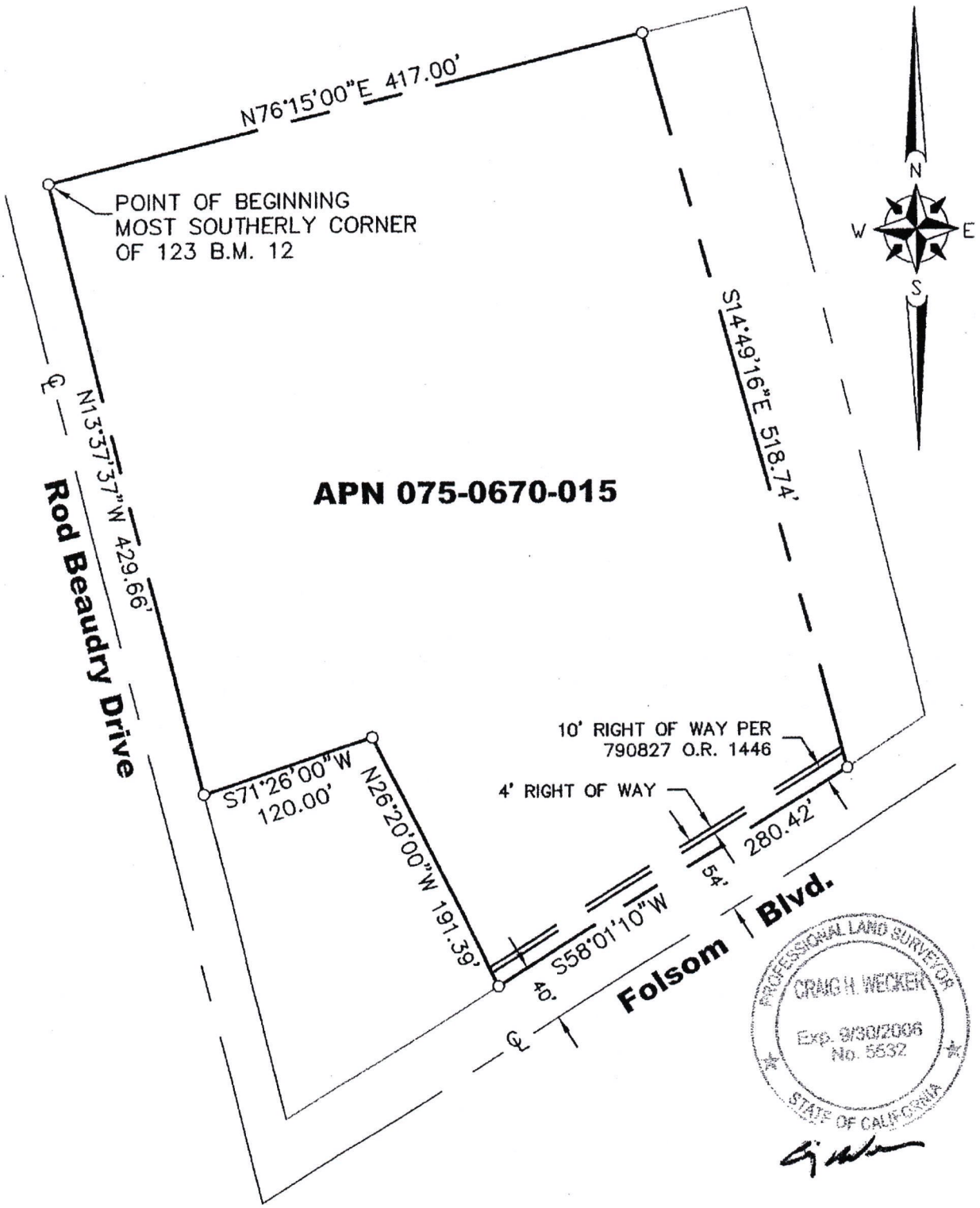
EXHIBIT "A"

THE NORTHERLY 4.00 FEET OF THE SOUTHERLY 14.00 FEET OF ALL THAT PORTION OF THAT CERTAIN TRACT OF LAND SHOWN AS "JOHN STUDARUS NO. 1, 338 54/100 A.", UPON THE OFFICIAL "PLAT OF SUBDIVISION OF THE RANCHO RIO DE LOS AMERICANOS", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON APRIL 4, 1866 IN BOOK 1 OF MAPS, MAP NO. 2, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF "TIFFANY CORDOVA" RECORDED IN THE OFFICE OF SAID RECORDER IN BOOK 123 OF MAPS, MAP NO. 12; THENCE FROM SAID POINT OF BEGINNING, ALONG THE SOUTHERLY LINE OF SAID PLAT OF "TIFFANY CORDOVA" NORTH 76°15'00" EAST 417.00 FEET; THENCE SOUTH 14°49'16" EAST 518.74 FEET TO THE NORTHERLY LINE OF FOLSOM BOULEVARD; THENCE ALONG SAID NORTHERLY LINE SOUTH 58°01'10" EAST 280.42 FEET; THENCE NORTH 26°20'00" WEST 191.39 FEET; THENCE SOUTH 71°26'00" WEST 120.00 FEET TO THE EASTERLY LINE OF ROD BEAUDRY DRIVE; THENCE ALONG SAID EASTERLY LINE NORTH 13°37'37" WEST 429.66 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B"



SCALE: 1" = 100'

Right of Way Easement

City of Rancho Cordova
County of Sacramento
State of California

WECKER SURVEYS
1111 KENNEDY PLACE
SUITE 4
DAVIS, CA 95616
530-792-7252
FAX 530-792-7171

WHEN RECORDED RETURN TO:

CITY OF RANCHO CORDOVA
~~REAL ESTATE DIVISION~~
~~COUNTY OF SACRAMENTO~~
2729 Prospect Park Drive
Rancho Cordova, CA 95670
~~10545 ARMSTRONG AVE., SUITE 202D~~
~~MATHER, CA 95655~~
~~MAIL CODE: 55-202D~~

NO FEE DOCUMENT Per Govt Code 6103
NO DOCUMENT TRANSFER FEE Per R&T Code 11922

Okay to Accept/Date: 4/6/06
APN: 075-067-019
Project: C.O.C. - RANCHO PARCEL

THIS SPACE FOR RECORDER'S USE ONLY

CITY OF RANCHO CORDOVA
~~COUNTY OF SACRAMENTO~~
PUBLIC WORKS AGENCY
~~REAL ESTATE DIVISION~~

EASEMENT

Buzz Oates Development, L.P., a California limited partnership and **Marvin L. Oates, Co-Trustee of the Marvin L. Oates Trust dated March 7, 1995, as amended and restated December 20, 2001,** do hereby grant to the ~~COUNTY OF SACRAMENTO~~ a political subdivision of the State of California, an EASEMENT for light and air to be kept open and free of structures, over that certain real property in the ~~County of Sacramento~~ State of California, described as follows:
City of Rancho Cordova

See Exhibit "A" and Exhibit "B"

Dated this 21st day of June, 2005

Marvin L. Oates, Co-Trustee
of the Marvin L. Oates Trust dated
March 7, 1995, as amended and restated
December 20, 2001

[Signatures Continued on Next Page]

Buzz Oates Development, L.P.,
a California limited partnership

By: _____
Marvin L. Oates, as Co-Trustee
of the Marvin L. Oates Trust dated
March 7, 1995, as amended
and restated December 20, 2001
General Partner

By: Oates Associates, L.P.,
a California limited partnership,
General Partner

By: Oates Associates, LLC,
a California limited liability company,
General Partner

By: _____
Philip D. Oates, Manager

RED File: _____
(ease.eas 3/24/95)

LOG NO. _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Sacramento)

On June 21, 2005 (date) before me, Katherine H. Pease (name of notary officer),
personally appeared Marvin L. Oates and Philip D. Oates (name(s) of signer(s)),

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

WITNESS my hand and official seal.

Katherine H Pease
Signature of Notary

KATHERINE H. PEASE
Commission # 1437718
Notary Public - California
Sacramento County
My Comm. Expires Sep 2, 2007

----------OPTIONAL SECTION----------

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
_____
Title(s)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)

OPTIONAL SECTION:
DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____
NUMBER OF PAGES _____ DATE _____
SIGNER(S) OTHER THAN NAMED ABOVE _____

****

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the County of Sacramento, a political subdivision of the State of California, is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. 79-534 of the Board of Supervisors of said County adopted on May 8, 1979, and the Grantee consents to recordation thereof by its duly authorized officer.

_____ _____
Chief, Real Estate Division Date

****

RETURN THIS DOCUMENT TO MAIL CODE: 55-202D
LOG NO. _____

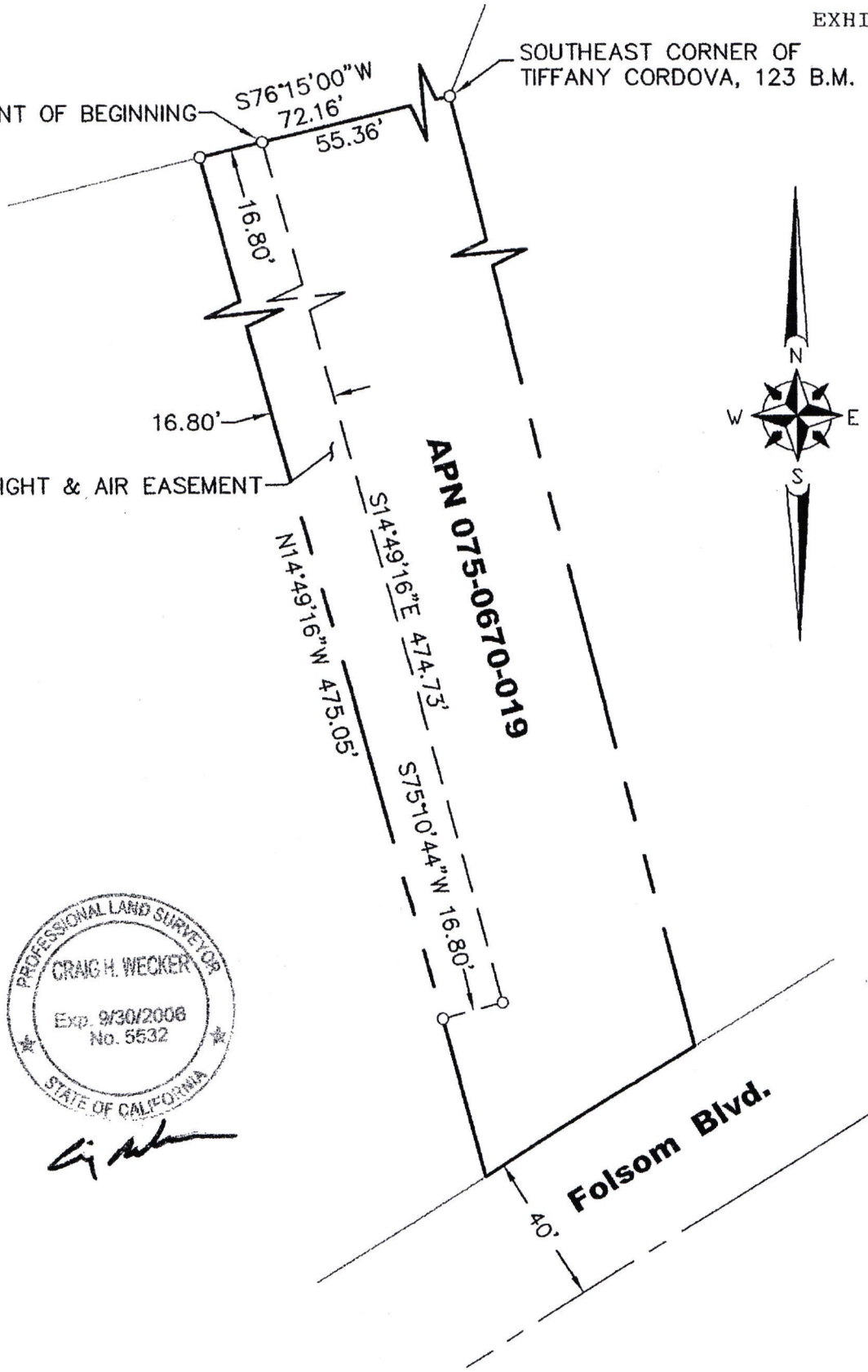
EXHIBIT "A"

ALL THAT PORTION OF THAT CERTAIN TRACT OF LAND SHOWN AS "JOHN STUDARUS NO. 1, 338 54/100 A.", UPON THE OFFICIAL "PLAT OF SUBDIVISION OF THE RANCHO RIO DE LOS AMERICANOS", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIFORNIA, ON APRIL 4, 1866 IN BOOK 1 OF MAPS, MAP NO. 2, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE SOUTHERLY LINE OF "TIFFANY CORDOVA", RECORDED IN THE OFFICE OF SAID RECORDER IN BOOK 123 OF MAPS, MAP NO. 12, FROM WHICH THE SOUTHEAST CORNER OF SAID "TIFFANY CORDOVA", BEARS NORTH 76°15'00" EAST, 55.36 FEET; THENCE FROM SAID POINT OF BEGINNING, SOUTH 14°49'16" EAST 474.73 FEET; THENCE SOUTH 75°10'44" WEST 16.80 FEET; THENCE NORTH 14°49'16" WEST 475.05 FEET TO SAID SOUTHERLY LINE; THENCE ALONG SAID SOUTHERLY LINE NORTH 76°15'00" EAST 16.80 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B"



SCALE: 1" = 40'

Light & Air Easement

City of Rancho Cordova
County of Sacramento
State of California

WECKER SURVEYS
1111 KENNEDY PLACE
SUITE 4
DAVIS, CA 95616
530-792-7252
FAX 530-792-7171

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Lillian E. Hare, HR Director/City Clerk

SUBJECT: **DESIGNATION OF VOTING DELEGATE AND ALTERNATE FOR 2006 LEAGUE ANNUAL CONFERENCE – SEPTEMBER 6-9, SAN DIEGO**

RECOMMENDATION

Adopt Resolution No. 114-2006, designating a Voting Delegate and an Alternate for the 2006 League Annual Conference.

RESULT OF RECOMMENDED ACTION

The Voting Delegate and/or Alternate will be able to represent the City by voting at the Annual Business Meeting of the League of California Cities.

BACKGROUND

The League's 2006 Annual Conference is scheduled for September 6-9 in San Diego. An important part of the Annual Conference is the Annual Business Meeting, which is scheduled for Saturday morning, September 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and may designate a voting delegate alternate.

ATTACHMENT(S)

1. Annual Conference Voting Procedures
2. Voting Delegate/Alternate Form
3. Resolution No. 114-2006

AGENDA ITEM # 13

LEAGUE OF CALIFORNIA CITIES

1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Annual Conference Voting Procedures
2006 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council designates a voting delegate and an alternate; these individuals are identified in the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternate, may pick up the city's voting card at the voting card desk in the conference registration area.

4. **Signing Initiated Resolution Petitions**. Only those individuals registered and with signatures on file with the Credentials Committee may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee.

6. **New Voting Area at Business Meeting.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission will be limited to those individuals with a special stamp on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternate wish to sit together, both should sign in at the Voting Delegate desk and obtain the special stamps on their badges.

7. **Resolving Disputes**. In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

LEAGUE OF CALIFORNIA CITIES

CITY _____

2006 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by August 15, 2006. Forms not sent by this deadline may be returned to the Voting Delegate Desk located in the Annual Conference Registration Area.

In order to vote at the Annual Business Meeting, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: At this year's conference, voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this special area will be limited to individuals (voting delegates and alternates) who are identified with a special stamp on their conference badge. If your city's voting delegate and alternate wish to sit together at the Business Meeting, they are both encouraged to register at the Voting Desk in order to obtain the identifying stamp that will admit them to the special voting area.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE ALTERNATE

Name: _____

Title: _____

ATTEST (I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate.)

Name: _____ Phone: _____

Title: _____ Date: _____

Please complete and return by August 15 to:

League of California Cities
ATTN: Debbie Kinsey
1400 K Street
Sacramento, CA 95814

FAX: (916) 658-8240

Attachment 3

CITY OF RANCHO CORDOVA

RESOLUTION NO. 114-2006

A RESOLUTION OF THE CITY COUNCIL
DESIGNATING A VOTING DELEGATE AND AN ALTERNATE FOR THE 2006 LEAGUE ANNUAL CONFERENCE

WHEREAS, the 2006 League Annual Conference will be held on September 6-9 in San Diego; and

WHEREAS, in order to vote at the Annual Business Meeting the City Council must designate a voting delegate and may designate a voting delegate alternate.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that Mayor Robert J. McGarvey is designated as the City's Voting delegate and Vice Mayor David Sanders as Alternate for the 2006 Annual League Conference.

PASSED AND ADOPTED by the City Council of on the 7th day of August, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 142 -2006 APPROVING AND EXECUTING THE GRANTING OF AN EASEMENT FOR WATER PIPELINE TO SACRAMENTO COUNTY WATER AGENCY THROUGH A DRAINAGE CHANNEL OWNED IN FEE BY THE CITY OF RANCHO CORDOVA**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 142 -2006 (Attachment 1)** approving the granting of an easement for water pipeline to Sacramento County Water Agency through a drainage channel owned in fee by the city of Rancho Cordova described as Lot F of Anatolia II Village 16 recorded in book 326 of maps at page 3

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city granting an easement for a water pipeline **(Exhibit A)** to the Sacramento County water Agency through property owned in fee by the city to provide water service to the proposed Anatolia Fire Station.

BACKGROUND

The Anatolia master developer is currently requesting improvement plan approval for the Anatolia Fire Station on-site improvements that will provide utilities to both the proposed interim and permanent fire station. The Sacramento County Water Agency requires the easement for water pipeline for the purpose of installation, construction, reconstruction, maintenance, repair and operation of water pipelines to be executed before they will approve the improvement plans for the fire station.

AGENDA ITEM # 14

The proposed easement is to be located through Lot F of Anatolia II Village 16. Lot F was granted in fee to the city by D. R. Horton upon the recordation of the final map. Lot F is currently a drainage channel that is being maintained by the city.

Attachments:
1 – Resolution No. 142 -2006 including **(Exhibit A)** Easement for Water Pipeline

CITY OF RANCHO CORDOVA

RESOLUTION NO. 142-2006

A RESOLUTION OF THE CITY COUNCIL APPROVING AND EXECUTING THE GRANTING OF AN EASEMENT FOR WATER PIPELINE TO SACRAMENTO COUNTY WATER AGENCY THROUGH A DRAINAGE CHANNEL OWNED IN FEE BY THE CITY OF RANCHO CORDOVA _

WHEREAS, The proposed Anatolia Fire Station requires a water line to be constructed through land owned in fee by the City.

WHEREAS, The Easement for Water Pipeline (exhibit A) is provided herewith to be executed by the Mayor.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council approve and the Mayor execute the granting of a water pipeline easement to Sacramento County Water Agency.

PASSED AND ADOPTED by the City Council of on the ____th day of _____, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

WHEN RECORDED RETURN TO:

Exhibit A

REAL ESTATE DIVISION
COUNTY OF SACRAMENTO
10545 Armstrong Ave., Suite 202D
Mather, CA 95655
***MAIL CODE:* 55-202D**

NO FEE DOCUMENT
Per Government Code 6103
NO DOCUMENT TRANSFER TAX
Per R & T Code 11922

Okay to Accept
Name/Date: _____

APN: 067-0560-128

Project: Anatolia Fire Station **THIS SPACE FOR RECORDER'S USE ONLY**

EASEMENT FOR WATER PIPELINE

CITY OF RANCHO CORDOVA, a municipal corporation

do(es) hereby grant to the Sacramento County Water Agency, a statutorily created district operating under the authority of and pursuant to the provisions of the Sacramento County Water Agency Act (California Water Code – Appendix, Chapter 66, commencing at Section 66-1 et seq.), (hereinafter referred to as "SCWA"), for the purpose of installation, construction, reconstruction, maintenance, repair, and operation of water pipelines, and related appurtenances and work auxiliary thereto, a water pipeline easement over that certain real property in the County of Sacramento, State of California, bounded and described as follows, to-wit:

SEE EXHIBITS "A" and "A-1"
attached hereto and made a part hereof;

together with the perpetual right and privilege of flowing water in, through, and along said pipeline in such amounts and at such times as SCWA shall deem necessary, and the perpetual right of ingress to and egress from said property, for the purpose of exercising and performing all of the rights and privileges herein granted.

Dated this _____ day of _____, 20____

ATTEST:

_____
City Clerk

CITY OF RANCHO CORDOVA, a municipal corporation

By: _____
Name: _____
Its: _____

RED File No. _____ **LOG No.** _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____,
date name of notary officer

personally appeared _____,
name(s) of signer(s)

_____,

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

WITNESS my hand and official seal.

_____
Signature of Notary

----------OPTIONAL SECTION----------

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)

_____
Title(s)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

_____

_____

SIGNER IS REPRESENTING:
Name of Person(s) or entity(ies)

_____

_____

OPTIONAL SECTION:

DATA REQUESTED HERE IS NOT REQUIRED BY LAW.

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ **DATE** _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

****

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed, the provisions of which are incorporated by this reference as though fully set forth in this Certification, to the Sacramento County Water Agency, a statutorily created district operating under the authority of and pursuant to the provisions of the Sacramento County Water Agency Act (California Water Code – Appendix, Chapter 66, commencing at Section 66-1 et seq.), is hereby accepted by the undersigned officer pursuant to authority conferred by Resolution No. WA-2534 of the Board of Directors of said Agency adopted on April 13, 2004, and the Grantee consents to recordation thereof by its duly authorized officer.

_____ _____
Chief, Real Estate Division Date

****

1143.108
02/23/06
BD

EXHIBIT "A"

DESCRIPTION OF WATER LINE EASEMENT

All that certain real property situate in the Southwest One-Quarter of Section 17, Township 8 North, Range 7 East, Mount Diablo Base and Meridian, City of Rancho Cordova, County of Sacramento, State of California, and being further described as being a portion of Lot F as shown on that certain Large Lot Final Map entitled "Anatolia II Village 16," filed for record in Book 326 of Maps, at Page 3, Sacramento County Records, said property being more particularly described as follows:

Beginning at the Northeast corner of said Lot F, from which a found 3/4" iron pipe tagged L.S. 6046 marking the centerline intersection of Anatolia Drive and Sophocles Drive bears South 24°20'33" West a distance of 97.38 feet; thence from the said **POINT OF BEGINNING**, along the East line of said Lot F, South 00°44'03" East a distance of 7.50 feet; thence leaving said East line of Lot F the following two (2) courses and distances:

1. South 89°15'57" West a distance of 53.90 feet; and
2. North 45°44'03" West a distance of 10.61 feet to the North line of said Lot F;

thence along said North line of Lot F North 89°15'57" East a distance of 61.40 feet to the Point of Beginning.

Containing 433 square feet of land, more or less.

See Exhibit A-1, plat to accompany description, attached hereto and made a part hereof.

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.

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

Date: 3/21/06

PROFESSIONAL LAND SURVEYOR
CRAIG E. SPIESS
Exp. 12/31/07
No. 7944
STATE OF CALIFORNIA

PREPARED BY WOOD RODGERS, INC
SACRAMENTO, CALIFORNIA

J:\Jobs\1143-Anatolia\1143-Anatolia-OA\Acad\Geomatics\docs\descriptions\LOT 17-18\LOT-F-H2OE.doc

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

ANATOLIA
WATER LINE EASEMENT
BEING A PORTION OF
LOT F - 326 B.M. 3

CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO STATE OF CALIFORNIA



LEGEND

- ● POINT OF BEGINNING
- O DIMENSION POINT
- ◉ FOUND 3/4" IRON PIPE STAMPED L.S. 6046

SCALE: 1" = 40'

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 143 -2006 APPROVING SUBDIVISION NO. RC-04-123.2 FINAL MAP OF CAPITAL VILLAGE PHASE II AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 143 -2006 (Attachment 1)** approving the subdivision titled "Final Map Capital Village Phase II", consisting of 187 proposed lots, located between International Drive and Disc Drive at Prospect Park Drive.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Exhibit A)** guaranteeing the construction of public roads and utilities with Beazer Homes Holdings Corp., a Delaware Corporation and the recording of the final subdivision map creating 187 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on March 21, 2006. A vicinity map **(Attachment 2)** and copy of the final map **(Attachment 3)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. SU5020364 with Arch Insurance Company in the amount of $3,931,918.31. Bond No. SU5020364 with Arch Insurance Company in the amount of $1,965,959.16 guarantees the labor and material.

AGENDA ITEM # 15

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured with the Sacramento County Tax Collector.

MRO Engineers has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

Attachments:
1 – Resolution No. 143 -2006 including **(Exhibit A)** Subdivision Improvement Agreement
2- Vicinity Map
3- 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 143 -2006

A RESOLUTION OF THE CITY COUNCIL APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-04-123.2 FINAL MAP OF CAPITAL VILLAGE PHASE II

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council resolves to execute a Subdivision Improvement Agreement (Exhibit A) on behalf of the City in connection with **Beazer Homes Holdings Corp., a Delaware Corporation** and the subdivision designated as **Subdivision No. RC-04-123.2 Final Map of Capital Village Phase II** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of on the ____th day of _____, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2006, by and between the City of Rancho Cordova, (hereinafter "City"), and Beazer Homes Holdings Corp, a Delaware Corporation (hereafter designated as "Developer").

RECITALS

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

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

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

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

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

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

2. **Findings and Conditions of Subdivision Map.** Principal

recognizes that approval of his subdivision was subject to the findings and conditions attached to such approval and hereby acknowledges and agrees to be bound by such findings and conditions.

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Developer and Principal and designated **Capital Village Phase II, RC-04-123.2** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

6. **Park Renovation Fee.** Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

7. **Acceptance of Improvements.** Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of

improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

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

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

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

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

12. **Improvement Security.** (a) Principal shall obtain and furnish to City an improvement security consisting of a surety bond in favor of City, issued by a corporate surety authorized to do business in the State of California, and in form approved by City, securing the faithful performance by Principal of the work of improvement required, and also securing the payment of the

costs and interest, if any, due under Sections 12.030.210 et seq. of the Rancho Cordova City Code, as provided in Paragraph 5 herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$3,931,918.31**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

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

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

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

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

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

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

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

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

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

21. **Entire Agreement.** This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions

of this Agreement among the parties hereto concerning the subject matter addressed herein, and supercedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

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

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

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

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

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY (SEAL)

ATTEST:_____
Clerk of the City Council

By _____
Developer

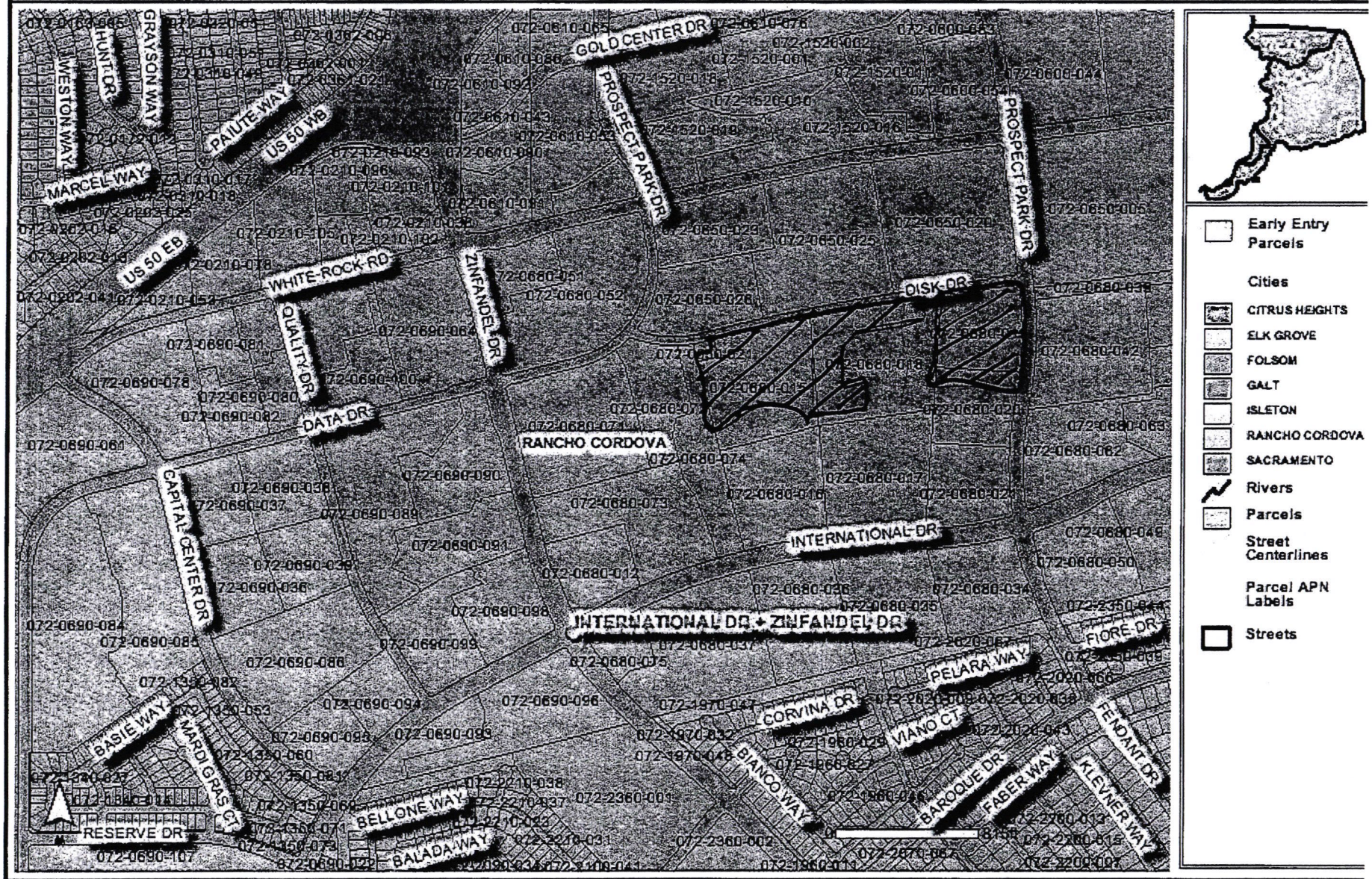
Beazer Homes Holdings Corp, a Delaware corporation

STATE OF CALIFORNIA }
} ss.
COUNTY OF Placer }

On July 5, 2006, before me, Lacey Ann Neuman, a Notary Public, personally appeared James G. Van Maren, Jr., personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

LACEY ANN NEUMAN
Commission # 1608565
Notary Public - California
Placer County
My Comm. Expires Sep 23, 2009

Attachment 2



Note: This map was prepared for assessment purpose only and does not represent a survey

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC WAYS, DRIVES, ALLEYS AND AISLES SHOWN HEREON AND ALSO OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

1) EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS STRIPS OF LANDS 22.00' FEET IN WIDTH 10.00' FEET IN WIDTH AND VARYING FEET IN WIDTH LYING CONTIGUOUS TO THE PUBLIC WAYS, AND DRIVES SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT," (PUE).

2) EASEMENT FOR PLANTING AND MAINTAINING TREES, ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS STRIPS OF LANDS 4.0 FEET IN WIDTH LYING CONTIGUOUS TO ALLEYS AND AISLES SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT." (PUE)

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

4) EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT,"(LE) SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS.

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

HEARTHSTONE MULTI-ASSET ENTITY B, L.P.,
a California limited partnership

By: *HHPII GP, LLC,*
a California limited liability company
General Partner

By: *Hearthstone, Inc.,*
a California corporation
Manager

By: _____
Tracy T. Carver

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ~~SACRAMENTO~~ MARIN } ss

ON JULY 10, 2006, BEFORE ME
ANGIE WONG, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TRACY T. CARVER PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT ~~HE/SHE/THEY~~ EXECUTED THE THE SAME IN ~~HIS/HER/THEIR~~ AUTHORIZED CAPACITY(~~IES~~), AND THAT BY ~~HIS/HER/THEIR~~ SIGNATURE(S) ON THIS INSTRUMENT THE PERSON(S), OR ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

_____ ANGIE WONG
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS MARIN COUNTY

MY COMMISSION EXPIRES 12-04-2008

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST MRO ENGINEERS. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP: THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY APRIL, 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ON MARCH OF 2005

7-7-06 _____
DATE: TOM O. MORROW,
LICENSE EXPIRES 6-30-07

LICENSED LAND SURVEYOR TOM O. MORROW Exp. 6-30-2007 No. 5161 STATE OF CALIFORNIA

CITY ENGINEER STATEMENT

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

_____ _____
DATE CYRUS E. ABHAR L.S. 7723/R.C.E. 45424
CITY ENGINEER

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF CITY COUNCIL ALL LANDS, EASEMENTS AND RIGHT-OF-WAYS SHOWN HEREON AS THE PUBLIC WAYS, DRIVES, ALLEYS AND AISLES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEROF.

_____ _____
DATE: CITY CLERK
CITY OF RANCHO CORDOVA

RECORDER'S STATEMENT

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY IN BOOK_____ OF MAPS, AT PAGE _____, THIS _____ DAY OF _____, 2006, AT _____ HOURS, _____ MINUTES, _____.M., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER. CERTIFICATE NO._____ ON FILE IN THIS OFFICE.

_____ DOCUMENT NO. _____
RECORDER OF SACRAMENTO COUNTY
STATE OF CALIFORNIA

BY:_____ FEE: $_____

CAPITAL VILLAGE
PHASE II

SUBDIVISION NO.RC-04-123.2

A SUBDIVISION OF ALL OF PARCELS 51, 52, 55, 56 & 57 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "CAPITAL CENTER II" FILED APRIL 10, 1986, IN BOOK 93 OF PARCEL MAPS, PAGE 7, SACRAMENTO COUNTY RECORDS.

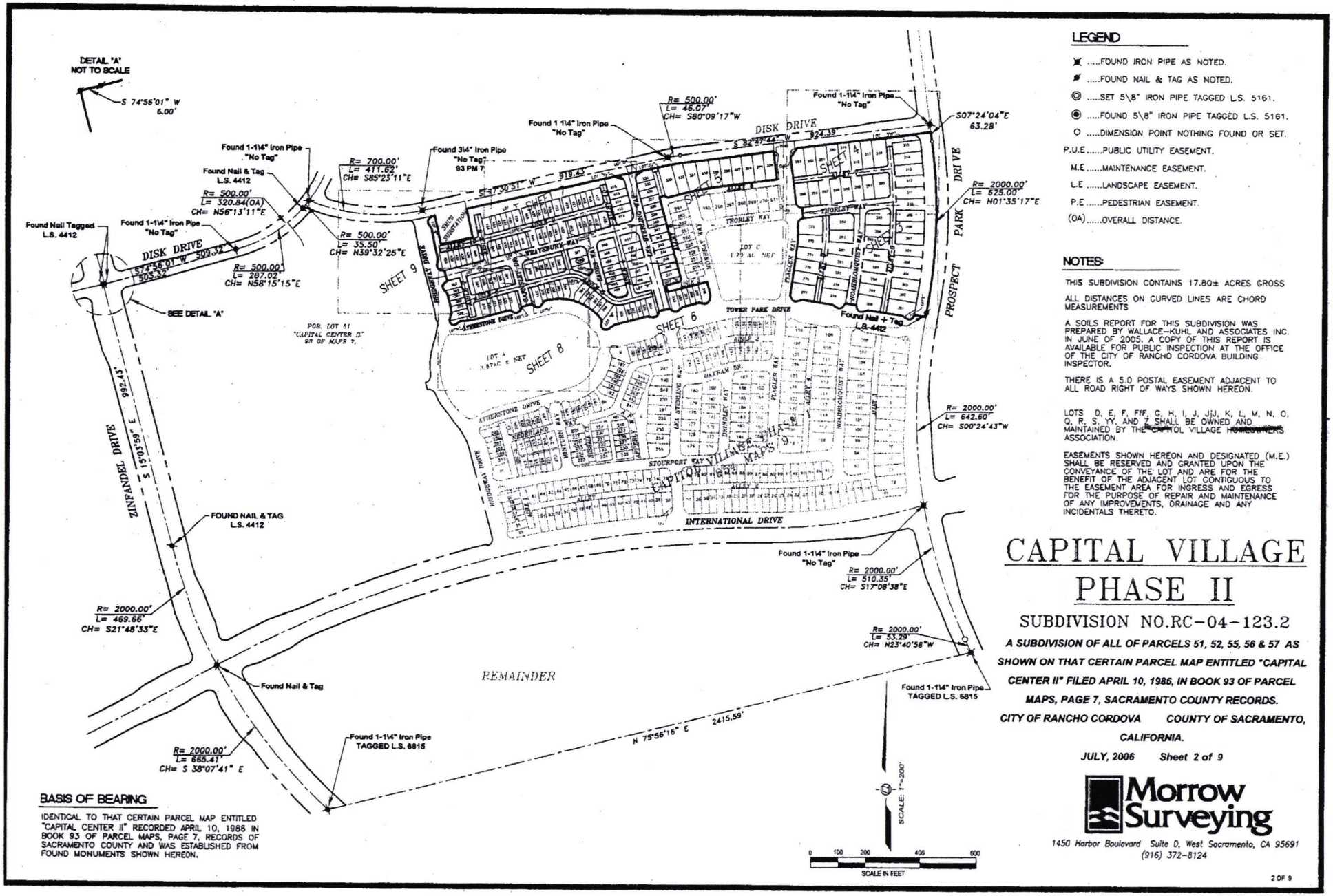
CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, CALIFORNIA.

JULY, 2006 Sheet 1 of 9

Morrow Surveying

1450 Harbor Boulevard Suite D, West Sacramento, CA 95691 (916) 372-8124

Attachment 3



LEGEND

- ⊠ .....FOUND IRON PIPE AS NOTED.
- ⊠ .....FOUND NAIL & TAG AS NOTED.
- ◎ .....SET 5\8" IRON PIPE TAGGED L.S. 5161.
- ◉ .....FOUND 5\8" IRON PIPE TAGGED L.S. 5161.
- ○ .....DIMENSION POINT NOTHING FOUND OR SET.

P.U.E.....PUBLIC UTILITY EASEMENT.

M.E.....MAINTENANCE EASEMENT.

L.E .....LANDSCAPE EASEMENT.

P.E .....PEDESTRIAN EASEMENT.

(OA).....OVERALL DISTANCE.

NOTES:

THIS SUBDIVISION CONTAINS 17.80± ACRES GROSS

ALL DISTANCES ON CURVED LINES ARE CHORD MEASUREMENTS

A SOILS REPORT FOR THIS SUBDIVISION WAS PREPARED BY WALLACE-KUHL AND ASSOCIATES INC. IN JUNE OF 2005. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE CITY OF RANCHO CORDOVA BUILDING INSPECTOR.

THERE IS A 5.0 POSTAL EASEMENT ADJACENT TO ALL ROAD RIGHT OF WAYS SHOWN HEREON.

LOTS D, E, F, FF, G, H, I, J, JJ, K, L, M, N, O, Q, R, S, YY, AND Z SHALL BE OWNED AND MAINTAINED BY THE CAPITOL VILLAGE HOMEOWNERS ASSOCIATION.

EASEMENTS SHOWN HEREON AND DESIGNATED (M.E.) SHALL BE RESERVED AND GRANTED UPON THE CONVEYANCE OF THE LOT AND ARE FOR THE BENEFIT OF THE ADJACENT LOT CONTIGUOUS TO THE EASEMENT AREA FOR INGRESS AND EGRESS FOR THE PURPOSE OF REPAIR AND MAINTENANCE OF ANY IMPROVEMENTS, DRAINAGE AND ANY INCIDENTALS THERETO.

CAPITAL VILLAGE
PHASE II

SUBDIVISION NO.RC-04-123.2

A SUBDIVISION OF ALL OF PARCELS 51, 52, 55, 56 & 57 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "CAPITAL CENTER II" FILED APRIL 10, 1986, IN BOOK 93 OF PARCEL MAPS, PAGE 7, SACRAMENTO COUNTY RECORDS.

CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, CALIFORNIA.

JULY, 2006 Sheet 2 of 9

BASIS OF BEARING

IDENTICAL TO THAT CERTAIN PARCEL MAP ENTITLED "CAPITAL CENTER II" RECORDED APRIL 10, 1986 IN BOOK 93 OF PARCEL MAPS, PAGE 7, RECORDS OF SACRAMENTO COUNTY AND WAS ESTABLISHED FROM FOUND MONUMENTS SHOWN HEREON.

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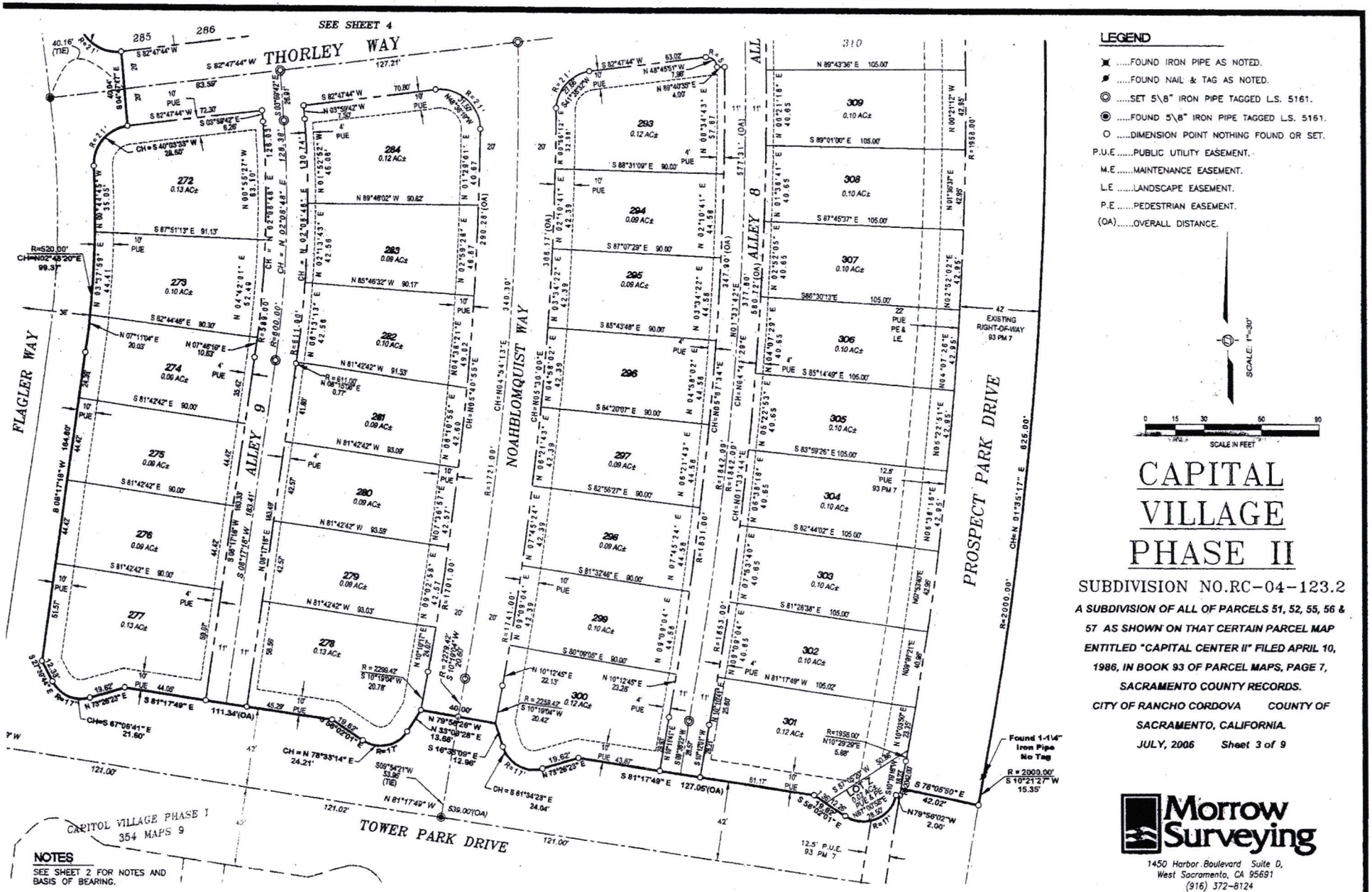

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(OA).....OVERALL DISTANCE.

CAPITAL VILLAGE PHASE II

SUBDIVISION NO.RC-04-123.2

A SUBDIVISION OF ALL OF PARCELS 51, 52, 55, 56 & 57 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "CAPITAL CENTER II" FILED APRIL 10, 1986, IN BOOK 93 OF PARCEL MAPS, PAGE 7, SACRAMENTO COUNTY RECORDS.

CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, CALIFORNIA.

JULY, 2006 Sheet 3 of 9

NOTES

SEE SHEET 2 FOR NOTES AND BASIS OF BEARING.

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West Sacramento, CA 95691
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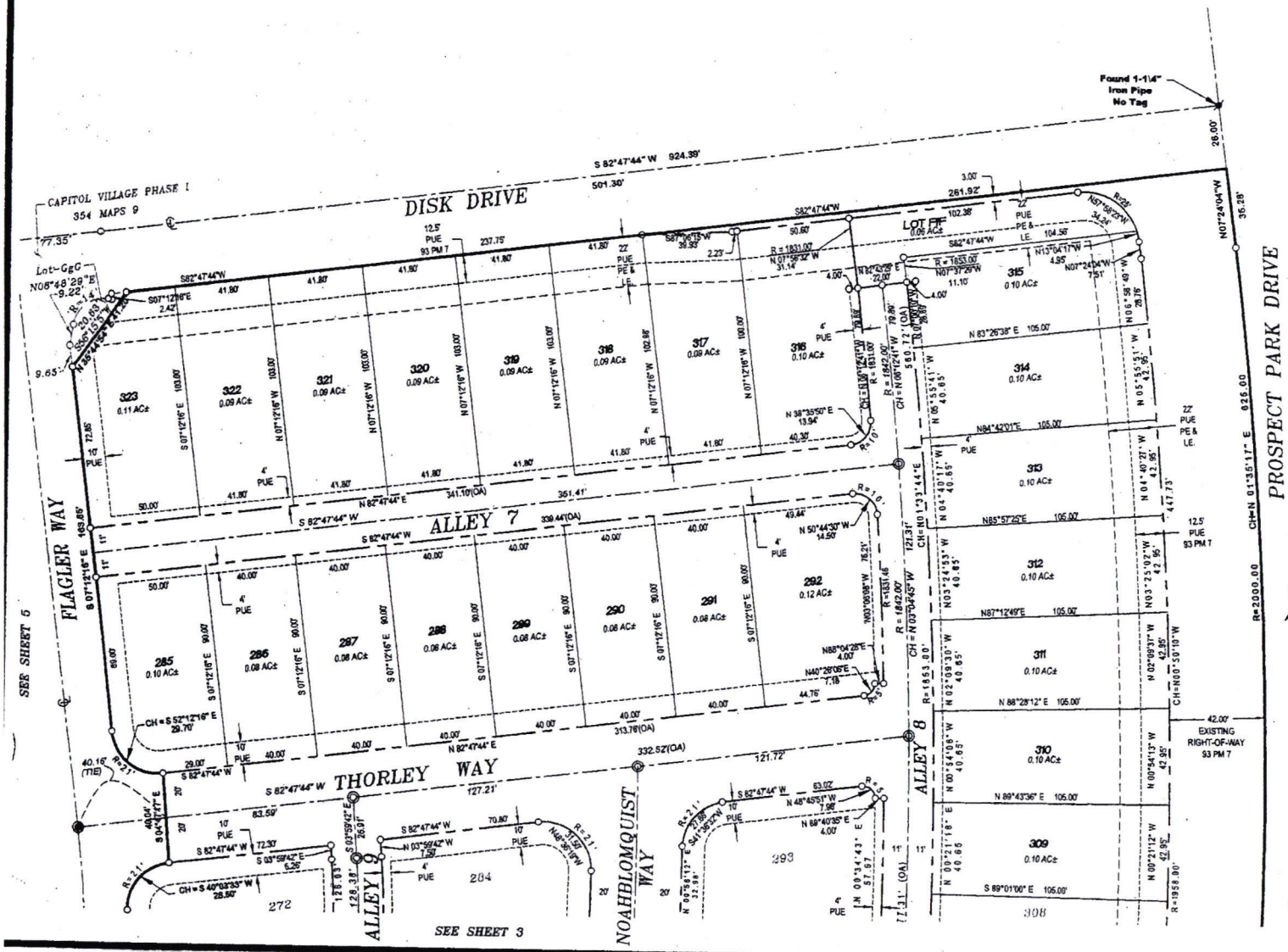
NOTES

SEE SHEET 2 FOR NOTES AND BASIS OF BEARING.



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CAPITAL VILLAGE PHASE II

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CITY OF RANCHO CORDOVA

COUNTY OF SACRAMENTO,

CALIFORNIA.

JULY, 2006 ***Sheet 4 of 9***

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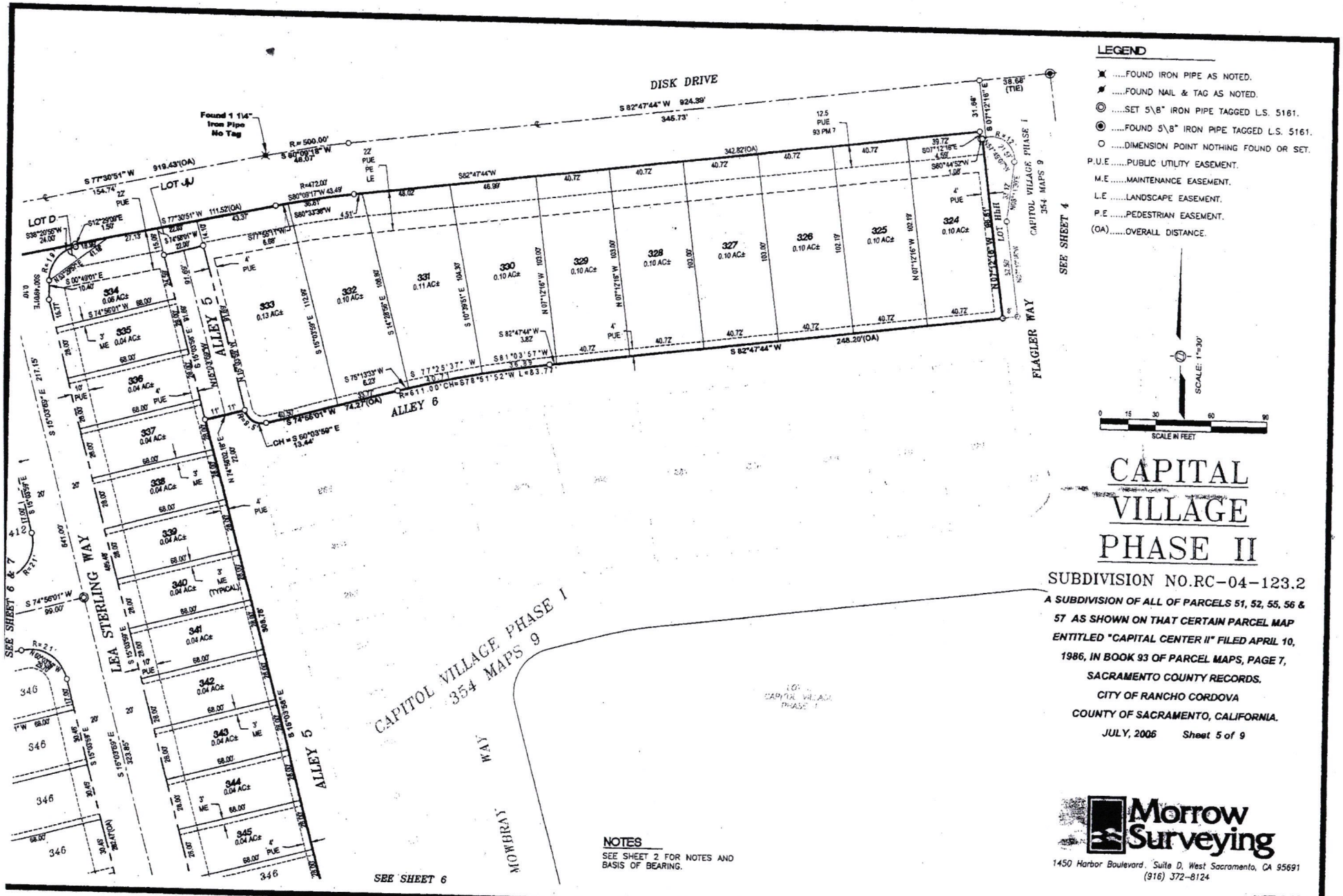

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M.E ..... MAINTENANCE EASEMENT.
L.E ..... LANDSCAPE EASEMENT.
P.E ..... PEDESTRIAN EASEMENT.
(OA) ..... OVERALL DISTANCE.

SCALE: 1"=30'

0 15 30 60 90
SCALE IN FEET

CAPITAL VILLAGE PHASE II

SUBDIVISION NO.RC-04-123.2

A SUBDIVISION OF ALL OF PARCELS 51, 52, 55, 56 & 57 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "CAPITAL CENTER II" FILED APRIL 10, 1986, IN BOOK 93 OF PARCEL MAPS, PAGE 7, SACRAMENTO COUNTY RECORDS.

CITY OF RANCHO CORDOVA

COUNTY OF SACRAMENTO, CALIFORNIA.

JULY, 2006 *Sheet 5 of 9*

NOTES

SEE SHEET 2 FOR NOTES AND BASIS OF BEARING.

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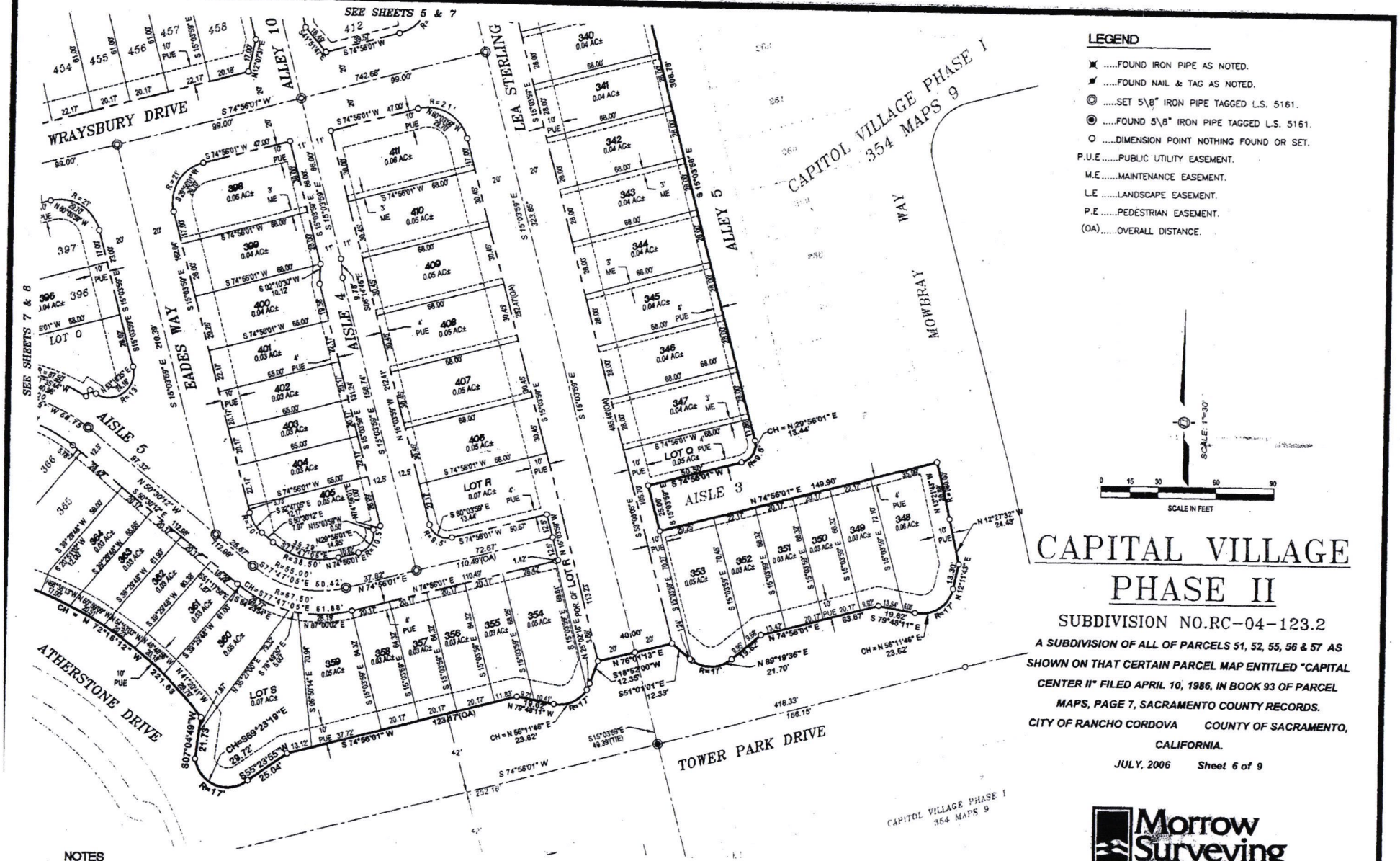

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SCALE: 1"=30'

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SCALE IN FEET

CAPITAL VILLAGE PHASE II

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CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, CALIFORNIA.

JULY, 2006 *Sheet 6 of 9*

NOTES

SEE SHEET 2 FOR NOTES AND BASIS OF BEARING.

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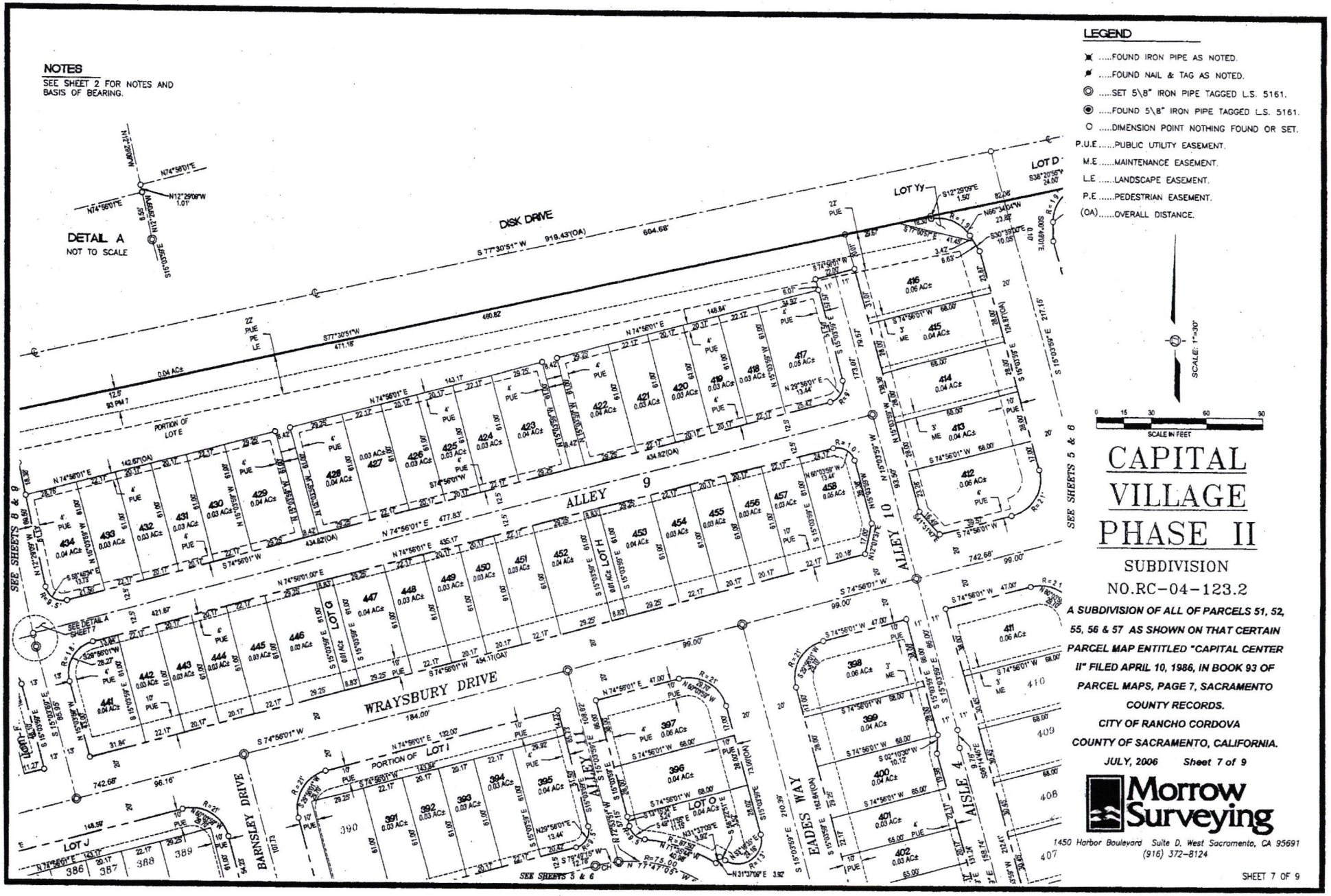

CAPITAL VILLAGE PHASE II

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CITY OF RANCHO CORDOVA

COUNTY OF SACRAMENTO, CALIFORNIA.

JULY, 2006 ***Sheet 7 of 9***

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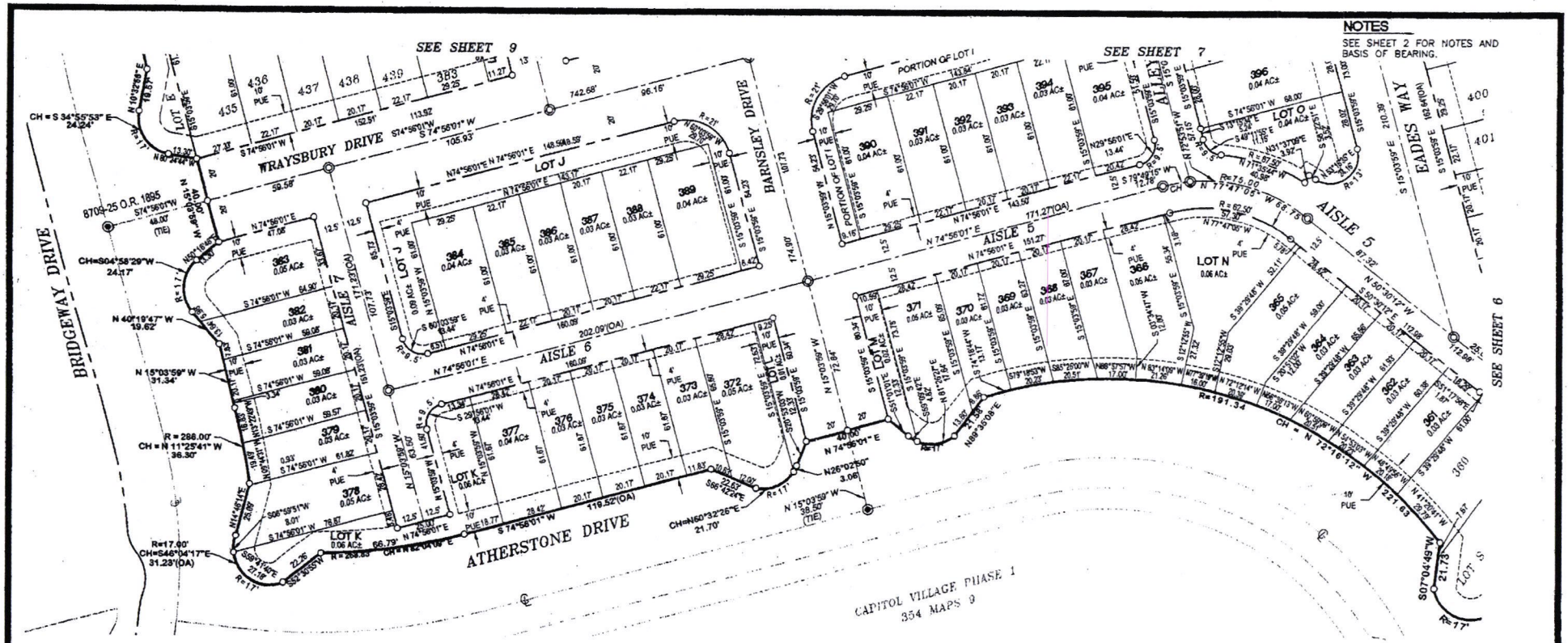
1450 Harbor Boulevard Suite D, West Sacramento, CA 95691
(916) 372-8124



LEGEND

- ⊠ .....FOUND IRON PIPE AS NOTED.
- ⊠ .....FOUND NAIL & TAG AS NOTED.
- ◎ .....SET 5\8" IRON PIPE TAGGED L.S. 5161.
- ◉ .....FOUND 5\8" IRON PIPE TAGGED L.S. 5161.
- ○ .....DIMENSION POINT NOTHING FOUND OR SET.

P.U.E .....PUBLIC UTILITY EASEMENT.
M.E .....MAINTENANCE EASEMENT.
L.E .....LANDSCAPE EASEMENT.
P.E .....PEDESTRIAN EASEMENT.
(OA).....OVERALL DISTANCE.

SCALE: 1"=30'

0 15 30 60 90
SCALE IN FEET

CAPITAL VILLAGE
PHASE II

SUBDIVISION NO.RC-04-123.2

A SUBDIVISION OF ALL OF PARCELS 51, 52, 55, 56 & 57 AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "CAPITAL CENTER II" FILED APRIL 10, 1986, IN BOOK 93 OF PARCEL MAPS, PAGE 7, SACRAMENTO COUNTY RECORDS.

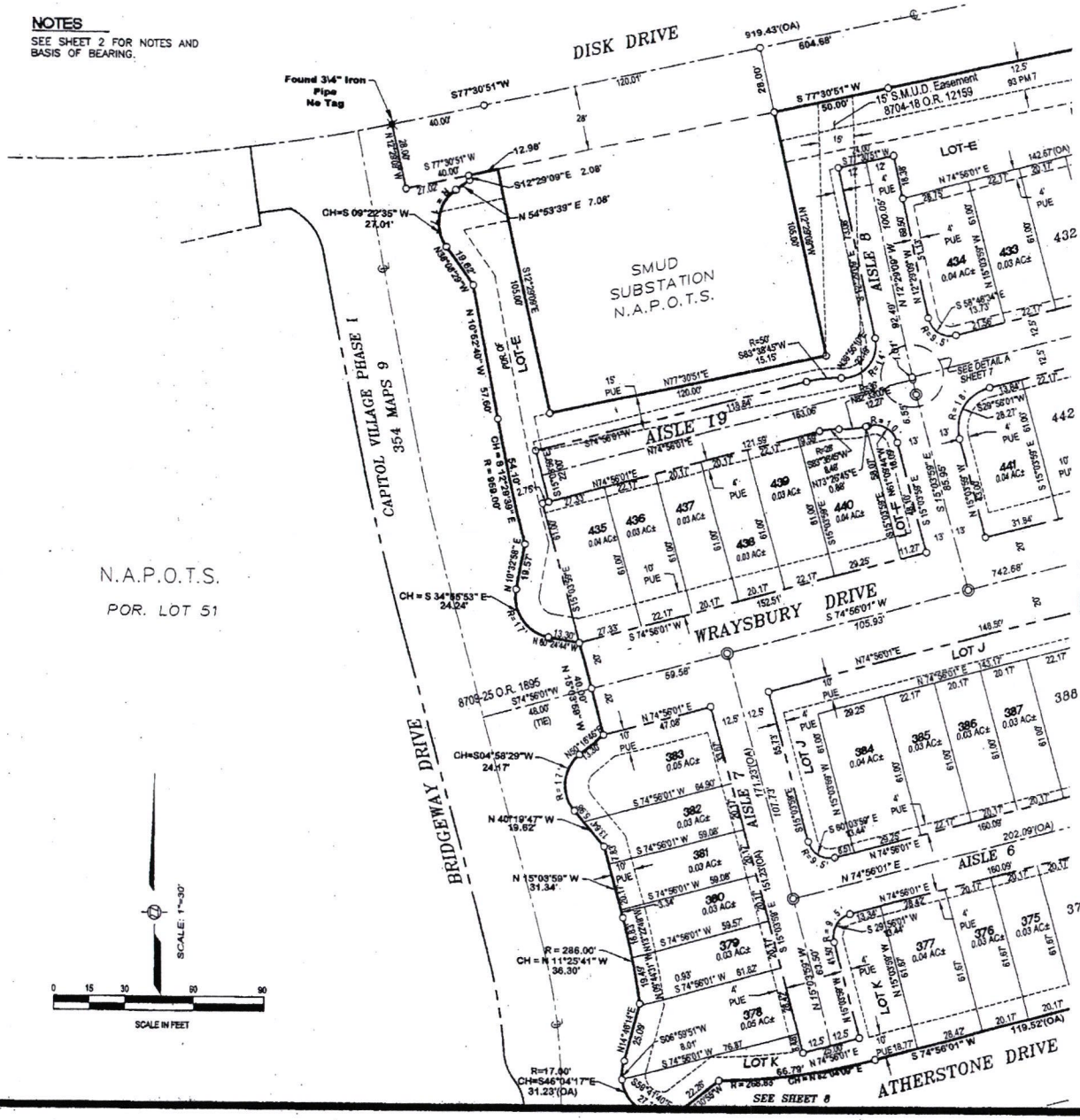
CITY OF RANCHO CORDOVA COUNTY OF SACRAMENTO, CALIFORNIA.

JULY, 2006 Sheet 8 of 9

Morrow Surveying
1450 Harbor Boulevard Suite D, West Sacramento, CA 95691
(916) 372-8124

NOTES

SEE SHEET 2 FOR NOTES AND BASIS OF BEARING.



N.A.P.O.T.S.

POR. LOT 51

SCALE: 1"=30'

0 15 30 60 90

SCALE IN FEET

LEGEND

- ..... FOUND IRON PIPE AS NOTED.
- ..... FOUND NAIL & TAG AS NOTED.
- ..... SET 5\8" IRON PIPE TAGGED L.S. 5161.
- ..... FOUND 5\8" IRON PIPE TAGGED L.S. 5161.
- ..... DIMENSION POINT NOTHING FOUND OR SET.

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CITY OF RANCHO CORDOVA

COUNTY OF SACRAMENTO,

CALIFORNIA.

JULY, 2006 *Sheet 9 of 9*

Morrow Surveying

1450 Harbor Boulevard Suite D, West Sacramento, CA 95691

(916) 372-8124

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **RESOLUTION NO. 144 -2006 APPROVING SUBDIVISION NO. RC-03-003.02 FINAL MAP OF ANATOLIA III VILLAGE 23 AND EXECUTE SUBDIVISION IMPROVEMENT AGREEMENT**

RECOMMENDATION

Submitted herewith for approval is **Resolution No. 144 -2006 (Attachment 1)** approving the subdivision titled "Final Map Anatolia III Village 23", consisting of 116 proposed lots, located at the northwest corner of Jaeger Road and Kiefer Road.

RESULT OF RECOMMENDED ACTION

Approval of this recommended action will result in the city entering into a Subdivision Improvement Agreement **(Exhibit A)** guaranteeing the construction of public roads and utilities with Lennar Renaissance, Inc. a California Corporation and the recording of the final subdivision map creating 116 new residentially zoned lots.

BACKGROUND

The map has been examined and checked for compliance with Title 22 of the City code and the California State map Act. The City Council approved the Tentative Map on September 15, 2003. A vicinity map **(Attachment 2)** and copy of the final map **(Attachment 3)** are included with this letter.

Roads are offered for dedication. Road improvements, the necessary drainage and water facilities, street lighting and sewers in accordance with city requirements are satisfactorily provided for by Bond No. SU5006976 with Arch Insurance Company in the amount of $1,457,700.00. Bond No. SU5006976 with Arch Insurance Company in the amount of $728,850.00 guarantees the labor and material.

AGENDA ITEM # 16

There are no delinquent taxes against the property and the Tax Collector has so certified. The 2006/2007 estimated taxes have been secured with the Sacramento County Tax Collector.

Wood-Rodgers Inc. has waived the requirement for a bond to guarantee payment for setting the survey monuments with the subdivision. The soil report requirement has been prepared by Wallace-Kuhl & Associated Inc.

Attachments:
1 – Resolution No. 144 -2006 including **(Exhibit A)** Subdivision Improvement Agreement
2- Vicinity Map
3- 8 ½ X 11 Copy Of Final Map

CITY OF RANCHO CORDOVA

RESOLUTION NO. 144 -2006

A RESOLUTION OF THE CITY COUNCIL APPROVING THE SUBDIVISION MAP OF SUBDIVISION NO. RC-03-003.02 FINAL MAP OF ANATOLIA III VILLAGE 23

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the City Council resolves to execute a Subdivision Improvement Agreement (Exhibit A) on behalf of the City in connection with **Lennar Renaissance, Inc., a California Corporation** and the subdivision designated as **Subdivision No. RC-03-003.02 Final Map of Anatolia III Village 23** in the form hereto attached, and for all matters incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the City Council of on the ____th day of _____, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

3. **City Approval of Subdivision Map.** City agrees to approve the final map of the subdivision presented to it by Principal and designated **Anatolia III, Village No. 23,** and to accept on behalf of the public all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.

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

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

6. **Sunridge Specific Plan Fee Program**. Principal acknowledges that the City has adopted the program in order to implement provisions of the Sunridge Specific Plan. Principal acknowledges and agrees no building permits for any residential or non-residential structure shall be issued for any lot within the Final Map unless and until such fees have been approved by the City.

7. **Park Renovation Fee**. Principal acknowledges that the City has adopted a fee for the purpose of renovating existing parks in the amount of $733 per single family lot within the Final Map ("Park Renovation Fee"). Principal acknowledges and agrees that such fee will be paid prior to the issuance of a building permit for the respective lot.

8. **Acceptance of Improvements**. Upon satisfactory completion of all public improvements in accordance with standard specifications created by City ordinances or resolutions which are in effect at the time of the installation of said improvements, City agrees to accept for maintenance the work of improvement within the dedicated parcels shown on said final subdivision map, and any off site easements granted, subject to the provisions of paragraph 8 hereof.

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

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

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

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

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

herein and an additional bond issued by a corporate surety authorized to do business in the State of California, in the amount of not less than 50 percent of the total estimated cost of the improvement, securing payment to contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement.

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

(c) The failure of Principal to commence the required work of improvements, or to complete the same within the time required after commencement thereof, shall entitle City to the full payment of the security, or so much thereof as may be necessary to complete the required work of improvement. The amount of the surety bond for faithful performance shall be in the sum of **$ 1,457,700.00 Dollars (One Million, Four Hundred Fifty Seven Thousand, Seven Hundred & No/100)**. The amount of the surety bond for the payment of the claims of the contractor, his subcontractors, and to persons renting equipment or furnishing labor or materials for the improvement shall be at least 50 percent of the above amount. The letter of credit, certificate of deposit or similar instrument of credit, or cash

deposit for faithful performance, shall be in the above amount plus an additional 50 percent for the purposes set forth herein.

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

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

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

(c) Improvement security given to secure payment to contractor, his subcontractors and to persons renting equipment or furnishing labor or materials for the work of improvement may, six months after completion and acceptance of the work, be

reduced to an amount not less than the total of all claims on which an action has been filed, and notice thereof given in writing to City, and if there are no actions filed, such improvement security may be released in full.

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

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

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

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

20. **Special Tax for Police Services**. Principal agrees to support the adoption of a special tax for police services that is at the same tax levels as the one adopted for the Rancho

Cordova Special Police Tax Area Zone 1 through Ordinance No. 16-2003.

21. **Development Agreement**. Principal will agree to execute and City will in good faith prepare and process a development agreement in form and substance that is the same as the development agreement utilized for Anatolia III.

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

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

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

25. **Construction and Interpretation**. It is agreed and acknowledged by the Principal that the provisions of this Agreement have been arrived at through negotiation, and that the Principal has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the

drafting party shall not apply in construing or interpreting this Agreement.

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

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

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

CITY OF RANCHO CORDOVA

By_____
MAYOR

CITY(SEAL)

ATTEST:_____
Clerk of the City Council

PRINCIPAL

_____
Jeffrey Spitzer - Vice President

a:\im_sec.agr

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Placer } ss.

On April 27, 2004 (Date) before me, Gail Lackhoff, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Jeffrey Spitzer (Name(s) of Signer(s))

☒ personally known to me
☐ ~~proved to me on the basis of satisfactory evidence~~

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

WITNESS my hand and official seal.

Gail Lackhoff
Signature of Notary Public

GAIL LACKHOFF
Commission # 1433000
Notary Public - California
Placer County
My Comm. Expires Jul 31, 2007

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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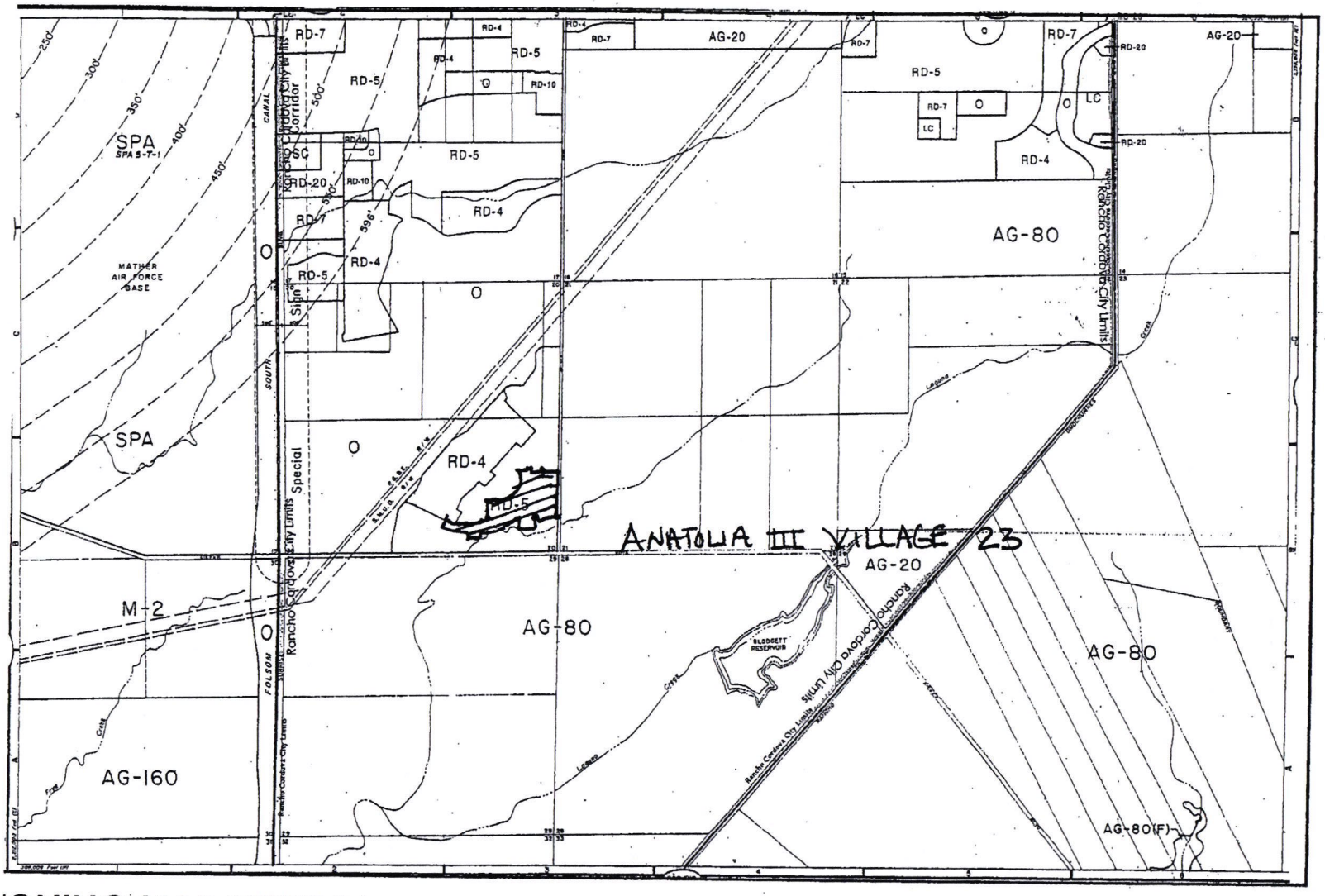
ZONING MAP

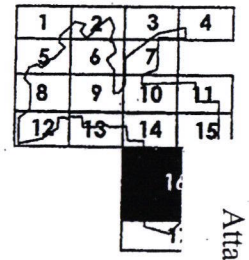


AG-20	Permanent agriculture - minimum 20 acres
AG-80	Permanent agriculture - minumum 80 acres
A-2	Interim Agricultural
A-10	Interim Agricultural
AR-1	Agricultural/residential
AR-2	Agricultural/residential
AR-5	Agricultural/residential
AR-10	Agricultural/residential - minimum 10 acre
RD-1	Single Family Residential
RD-2	Single Family Residential
RD-3	Single Family Residential
RD-4	Single Family Residential
RD-5	Single Family Residential
RD-7	Single Family Residential
RD-10	Single Family Residential
RD-15	Multiple Family Residential maximum density 15 dwelling
RD-20	Multiple Family Residential maximum density 20 dwelling
RM-1	Space Rental Park
AC	Auto Commercial
BP	Business and Professional
GC	General Commercial
LC	Limited Commercial
SC	Shopping Center
TC	Travel Commercial
M-1	Light Industrial
M-2	Heavy Industrial
MP	Industrial-Office Park
O	Recreation
SPA	Special Planning Area
(F)	Flood Combining Land Use
(SM)	Surface Mining Combining

AMENDED

SCALE IN FEET
500 0 1000

MAP SHEET INDEX



ONING MAP SHEET 16

Attachment 2

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF ANATOLIA III VILLAGE 23 AND OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO ANY AND ALL PUBLIC USES THE PUBLIC BOULEVARD, ROAD, DRIVES, WAYS, CIRCLE AND COURTS SHOWN HEREON, AND ALSO OFFERS FOR DEDICATION AND DOES DOES HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

A. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE (5.00) FEET IN WIDTH, LYING CONTIGUOUS TO THE PUBLIC BOULEVARD, ROAD, DRIVES, WAYS, CIRCLE AND COURTS SHOWN HEREON.

B. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND TWELVE AND ONE-HALF (12.5), SIXTEEN (16) OR TWENTY-TWO AND ONE-HALF (22.5) FEET IN WIDTH AND CONTIGUOUS TO THE BOULEVARD, ROAD, DRIVES, WAYS, CIRCLE AND COURTS SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

C. EASEMENTS FOR PLANTING AND MAINTAINING TREES, INSTALLATION AND MAINTENANCE OF ELECTROLIERS, TRAFFIC CONTROL DEVICES, WATER AND GAS PIPES, AND FOR OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS LOT A SHOWN HEREON, AND DESIGNATED "PUBLIC UTILITY EASEMENT." (P.U.E.)

D. AN EASEMENT FOR LANDSCAPING AND ALL APPURTENANCES APPERTAINING THERETO LYING ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "LANDSCAPING EASEMENT," TOGETHER WITH ALL OF SAID STRIPS TO BE KEPT OPEN AND FREE FROM BUILDINGS. (L.E.)

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

CENTEX HOMES
A NEVADA GENERAL PARTNERSHIP

BY: CENTEX REAL ESTATE CORPORATION
A NEVADA CORPORATION
IT'S MANAGING PARTNER

BY: _____ DATE: _____

STEVE C. PORTER
VICE PRESIDENT OF LAND DEVELOPMENT

NOTARY'S ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON THE _____ DAY OF _____, 2006, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, _____

_____ ☐ PERSONALLY KNOWN TO ME OR ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND: _____

PRINTED NAME: _____

COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NO: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LENNAR RENAISSANCE, INC., A CALIFORNIA CORPORATION ON DECEMBER 10, 2003. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT THE MONUMENTS WILL BE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS INDICATED AND WILL BE SET BY DECEMBER 2007, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

WOOD RODGERS, INC.

PROFESSIONAL LAND SURVEYOR CRAIG E. SPIESS No. 7944 Exp. 12-31-07 STATE OF CALIFORNIA

CRAIG E. SPIESS
P.L.S 7944 EXP. 12-31-07

MARCH 29, 2006
DATE

CITY ENGINEER'S STATEMENT

I, HEREBY STATE THAT I HAVE EXAMINED THIS MAP OF ANATOLIA III VILLAGE 23 AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID PLAT IS TECHNICALLY CORRECT.

_____
CITY ENGINEER
CYRUS E. ABHAR
DATE: _____
L.S. 7723/RCE 45424
EXPIRATION DATE: 12/31/2007

CITY CLERK'S STATEMENT

I, HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HAS APPROVED THIS FINAL MAP AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, ALL LANDS, EASEMENTS AND RIGHTS-OF-WAYS, SHOWN HEREON AS THE PUBLIC BOULEVARD, ROAD, DRIVES, WAYS, CIRCLE AND COURTS TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, SUBJECT TO THE IMPROVEMENT THEREOF.

_____
CITY CLERK
CITY OF RANCHO CORDOVA
DATE: _____

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2006, AT _____ M. IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF WOOD RODGERS, INC., TITLE TO THE LAND INCLUDED IN THIS SUBDIVISION BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THE OFFICE.

FEE $ _____

BY: _____ BY: _____
COUNTY RECORDER
COUNTY OF SACRAMENTO
DEPUTY RECORDER

SUBDIVISION NO. RC-03-003.02
FINAL MAP OF
ANATOLIA III VILLAGE 23

A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 20031218, AT PAGE 1039, O.R.S.C. SITUATE WITHIN SECTION 20, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M
CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

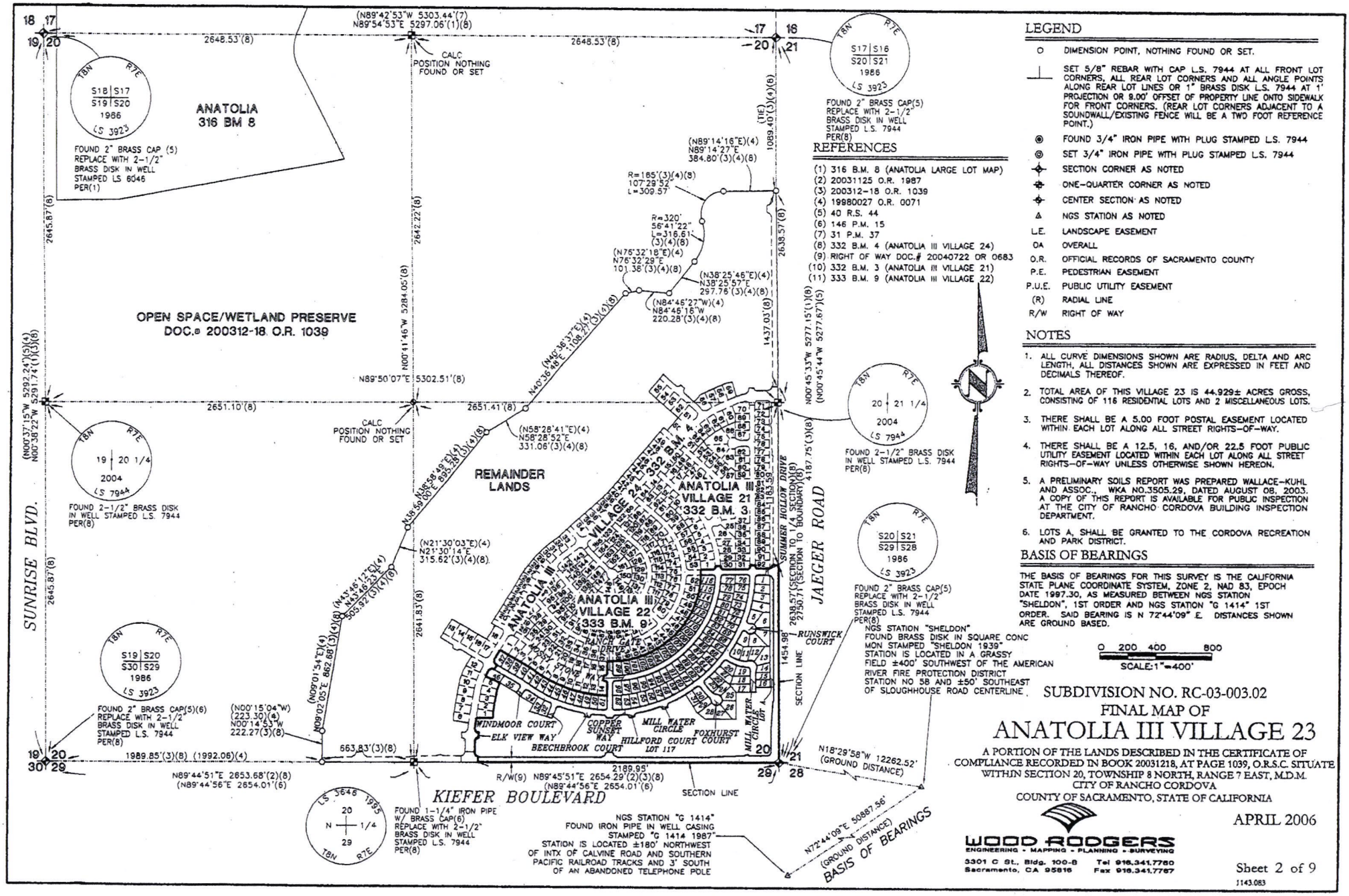
APRIL 20

WOOD RODGERS
ENGINEERING • MAPPING • PLANNING • SURVEYING
3301 C St., Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Sheet 1 o

1143.083

Attachment 3



LEGEND

O	DIMENSION POINT, NOTHING FOUND OR SET.
⊥	SET 5/8" REBAR WITH CAP L.S. 7944 AT ALL FRONT LOT CORNERS, ALL REAR LOT CORNERS AND ALL ANGLE POINTS ALONG REAR LOT LINES OR 1" BRASS DISK L.S. 7944 AT 1' PROJECTION OR 9.00' OFFSET OF PROPERTY LINE ONTO SIDEWALK FOR FRONT CORNERS. (REAR LOT CORNERS ADJACENT TO A SOUNDWALL/EXISTING FENCE WILL BE A TWO FOOT REFERENCE POINT.)
◉	FOUND 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
◎	SET 3/4" IRON PIPE WITH PLUG STAMPED L.S. 7944
⊕	SECTION CORNER AS NOTED
⊕	ONE-QUARTER CORNER AS NOTED
⊕	CENTER SECTION AS NOTED
△	NGS STATION AS NOTED
L.E.	LANDSCAPE EASEMENT
OA	OVERALL
O.R.	OFFICIAL RECORDS OF SACRAMENTO COUNTY
P.E.	PEDESTRIAN EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(R)	RADIAL LINE
R/W	RIGHT OF WAY

REFERENCES

(1) 316 B.M. 8 (ANATOLIA LARGE LOT MAP)
(2) 20031125 O.R. 1987
(3) 200312-18 O.R. 1039
(4) 19980027 O.R. 0071
(5) 40 R.S. 44
(6) 146 P.M. 15
(7) 31 P.M. 37
(8) 332 B.M. 4 (ANATOLIA III VILLAGE 24)
(9) RIGHT OF WAY DOC.# 20040722 OR 0683
(10) 332 B.M. 3 (ANATOLIA III VILLAGE 21)
(11) 333 B.M. 9 (ANATOLIA III VILLAGE 22)

NOTES

1. ALL CURVE DIMENSIONS SHOWN ARE RADIUS, DELTA AND ARC LENGTH, ALL DISTANCES SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF THIS VILLAGE 23 IS 44.929± ACRES GROSS, CONSISTING OF 116 RESIDENTIAL LOTS AND 2 MISCELLANEOUS LOTS.
3. THERE SHALL BE A 5.00 FOOT POSTAL EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY.
4. THERE SHALL BE A 12.5, 16, AND/OR 22.5 FOOT PUBLIC UTILITY EASEMENT LOCATED WITHIN EACH LOT ALONG ALL STREET RIGHTS-OF-WAY UNLESS OTHERWISE SHOWN HEREON.
5. A PRELIMINARY SOILS REPORT WAS PREPARED WALLACE-KUHL AND ASSOC., WKA NO.3505.29, DATED AUGUST 08, 2003. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF RANCHO CORDOVA BUILDING INSPECTION DEPARTMENT.
6. LOTS A, SHALL BE GRANTED TO THE CORDOVA RECREATION AND PARK DISTRICT.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH DATE 1997.30, AS MEASURED BETWEEN NGS STATION "SHELDON", 1ST ORDER AND NGS STATION "G 1414" 1ST ORDER. SAID BEARING IS N 72°44'09" E. DISTANCES SHOWN ARE GROUND BASED.

0 200 400 800
SCALE:1"=400'

SUBDIVISION NO. RC-03-003.02

FINAL MAP OF

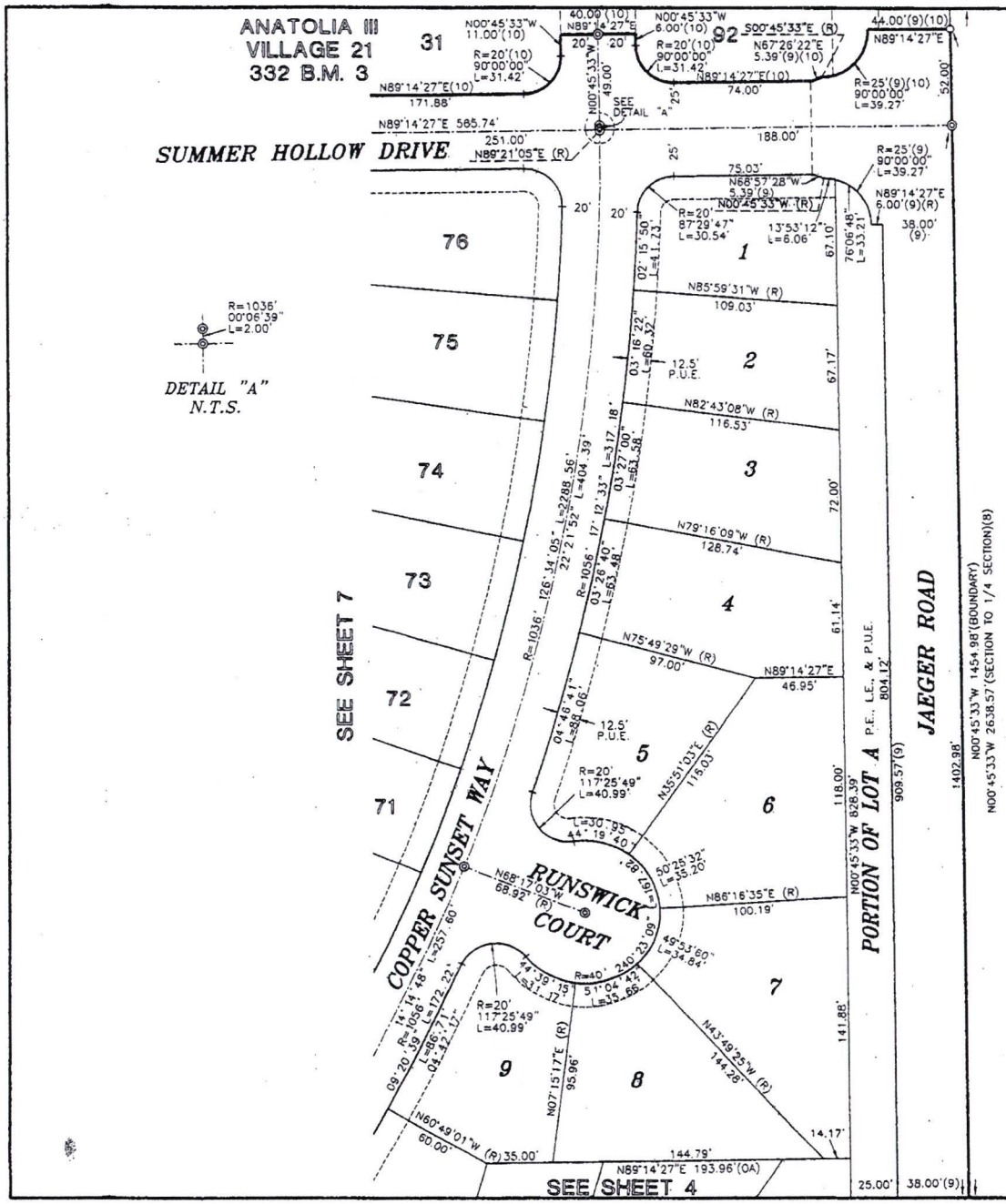
ANATOLIA III VILLAGE 23

A PORTION OF THE LANDS DESCRIBED IN THE CERTIFICATE OF COMPLIANCE RECORDED IN BOOK 20031218, AT PAGE 1039, O.R.S.C. SITUATE WITHIN SECTION 20, TOWNSHIP 8 NORTH, RANGE 7 EAST, M.D.M. CITY OF RANCHO CORDOVA
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

WOOD RODGERS
ENGINEERING - MAPPING - PLANNING - SURVEYING
3301 C St., Bldg. 100-B Sacramento, CA 95816
Tel 916.341.7760 Fax 916.341.7767

1143.083





0 20 40 80

SCALE:1"=40'

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

SUBDIVISION NO. RC-03-003.02

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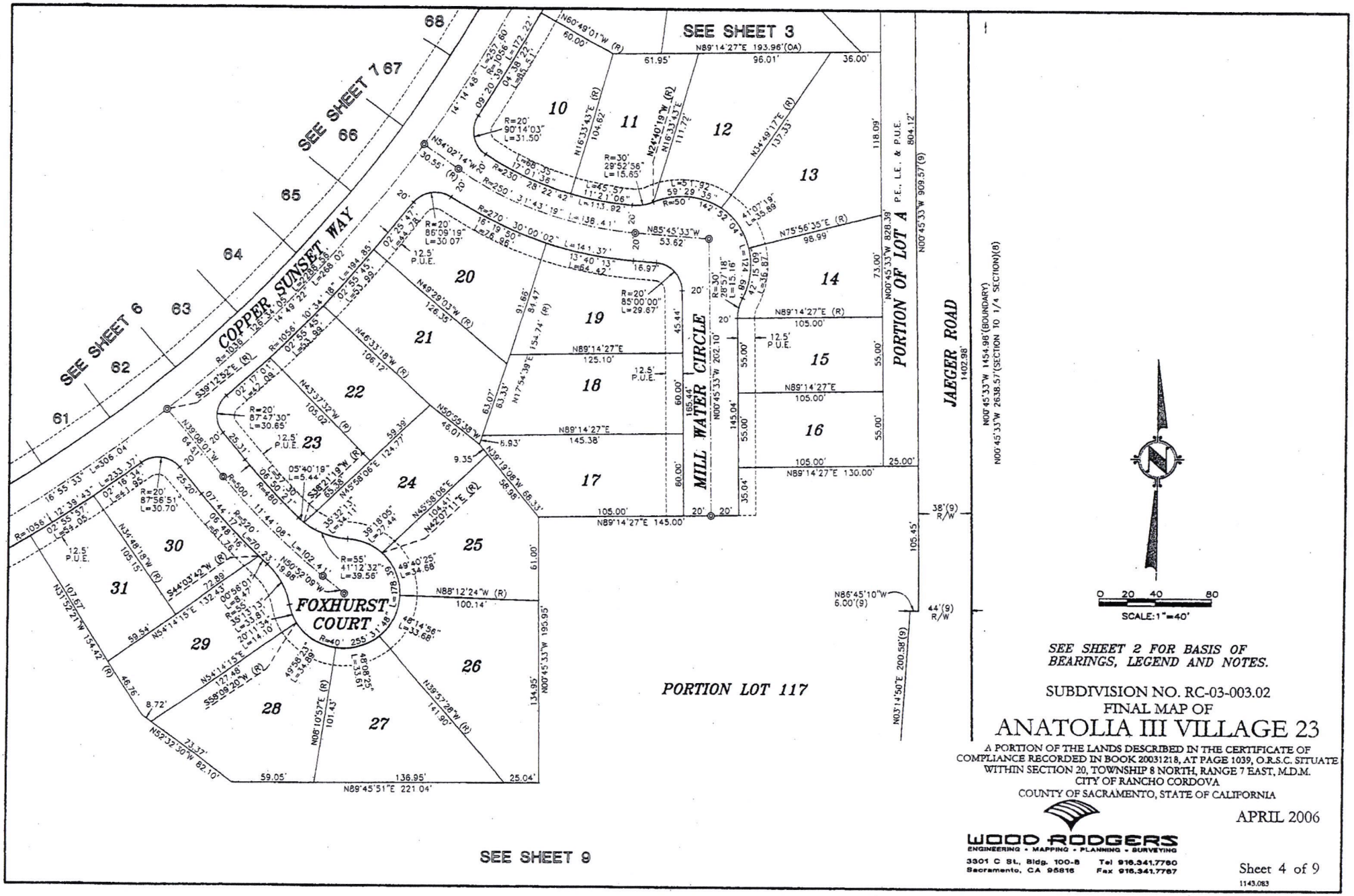

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SUBDIVISION NO. RC-03-003.02

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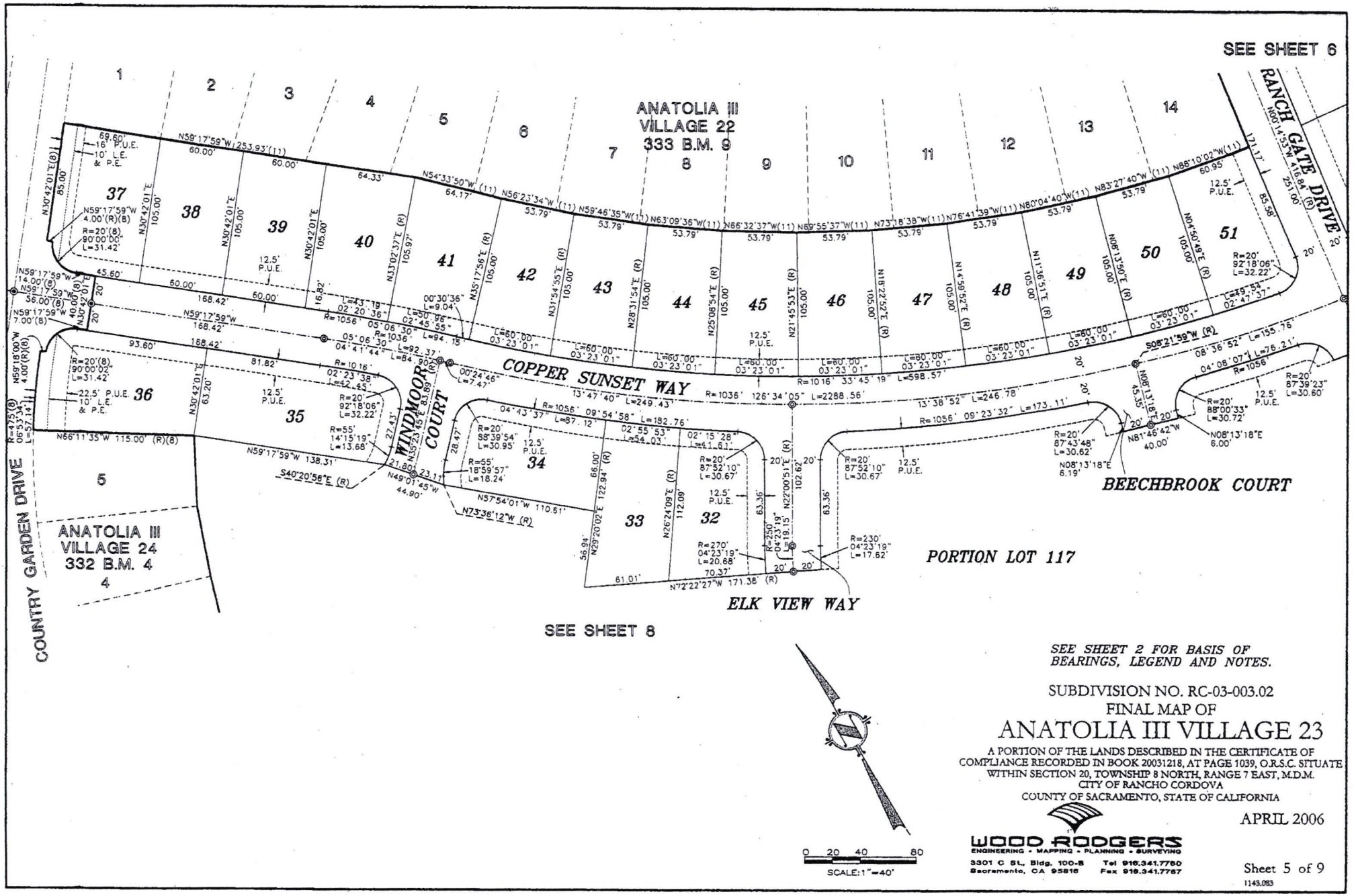

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SUBDIVISION NO. RC-03-003.02

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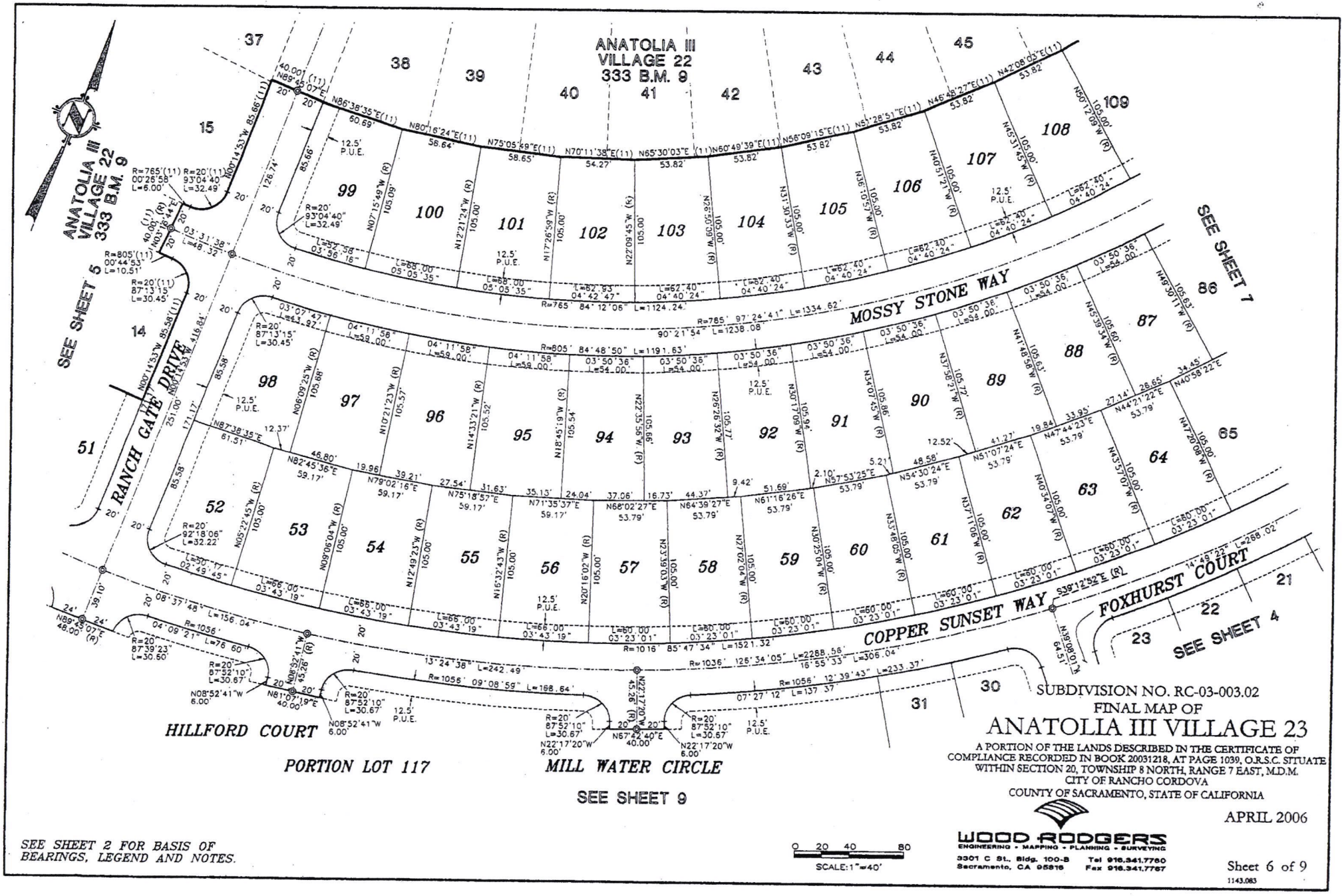

SUBDIVISION NO. RC-03-003.02

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COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

APRIL 2006

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

SCALE: 1"=40'

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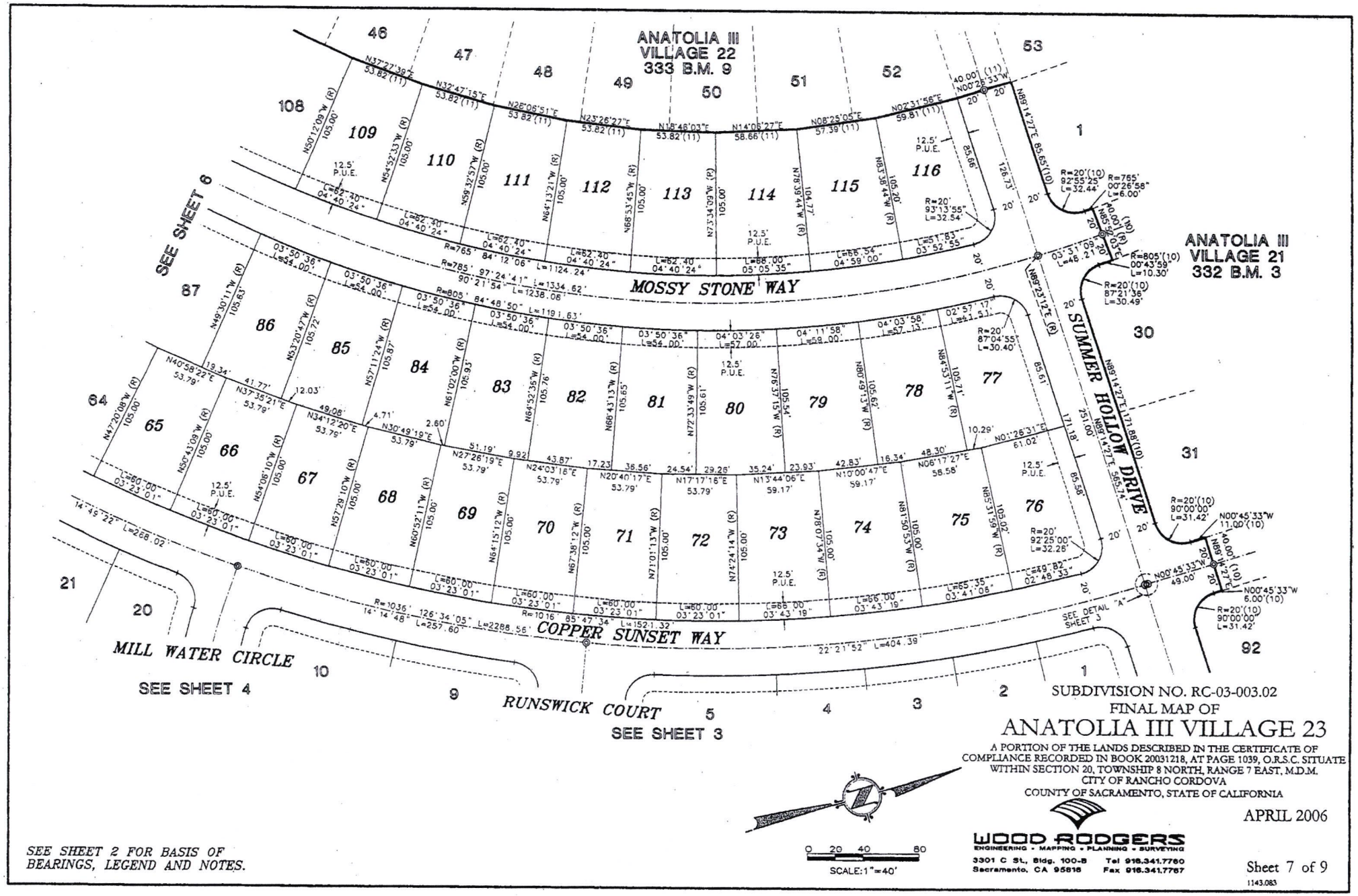

SUBDIVISION NO. RC-03-003.02

FINAL MAP OF

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APRIL 2006

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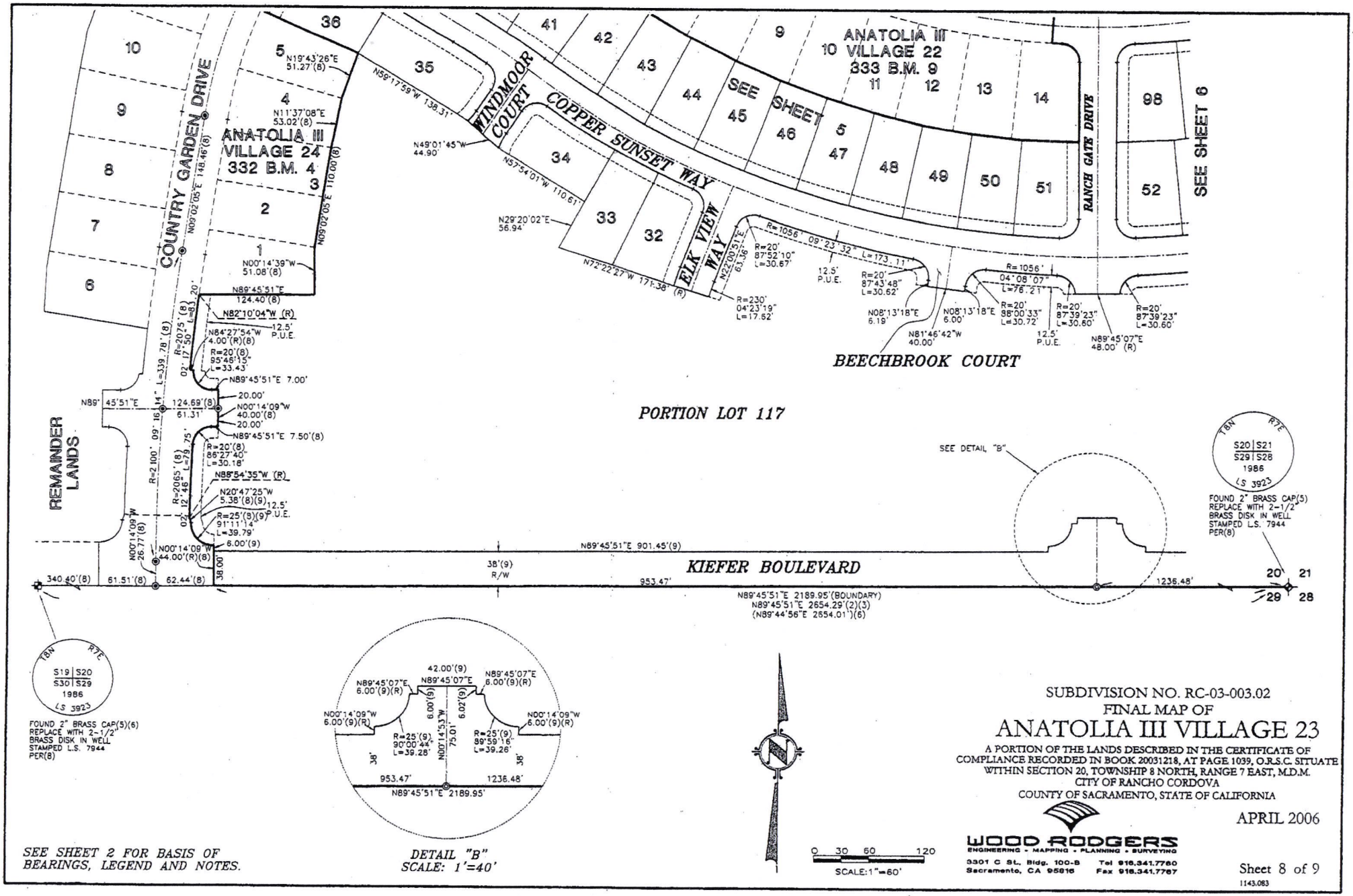

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

DETAIL "B"
SCALE: 1'=40'

SUBDIVISION NO. RC-03-003.02

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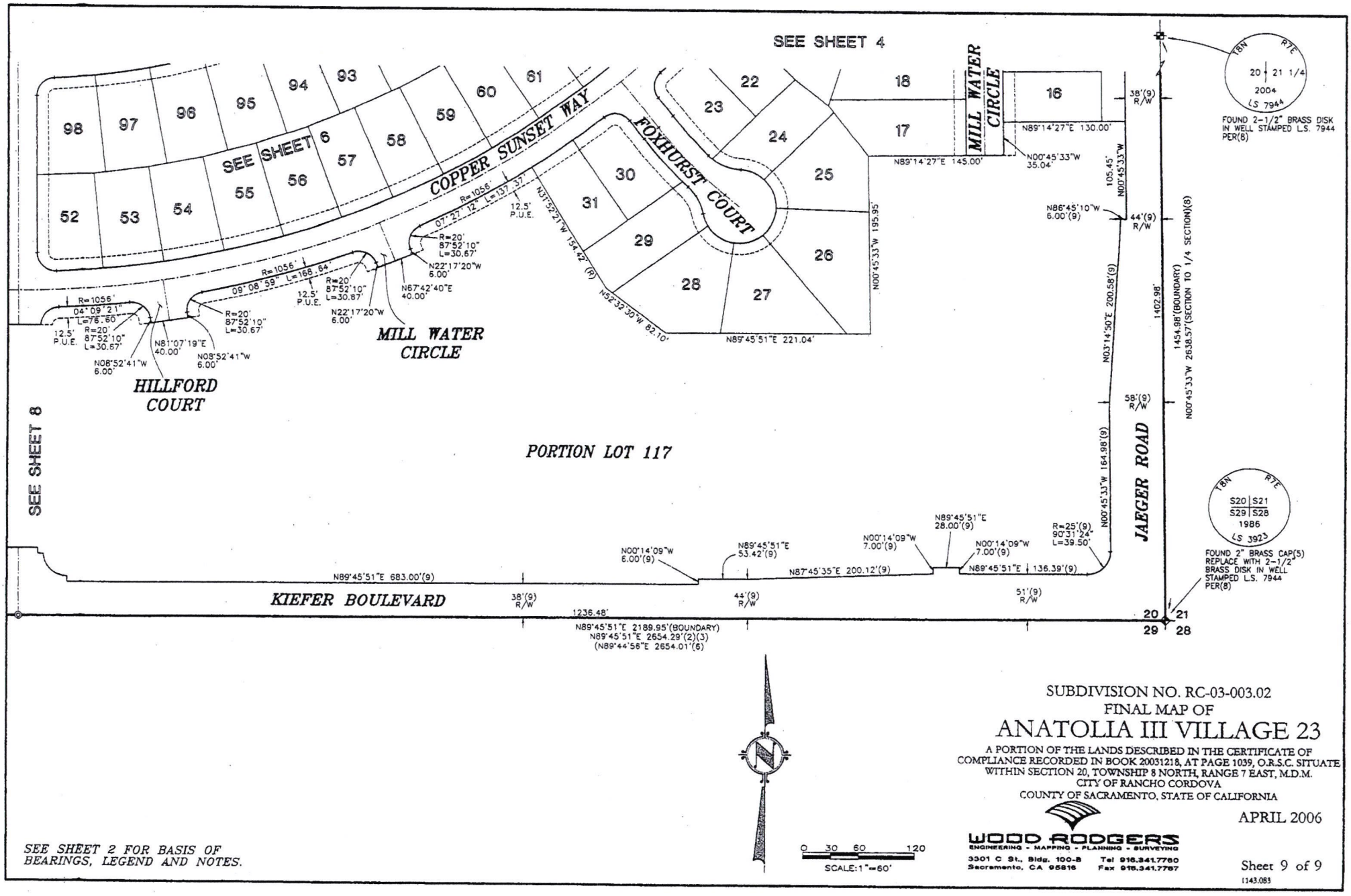

SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND AND NOTES.

SUBDIVISION NO. RC-03-003.02

FINAL MAP OF

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1143.083

MEMORANDUM

DATE: August 7, 2006

TO: Mayor and Council Members

FROM: Anna Olea-Moger, Asst. City Clerk

SUBJECT: **PROPOSITION 86 – THE TOBBACO TAX OF 2006**

RECOMMENDATION

Adopt Resolution No. 148-2006 supporting Proposition 86 – The Tobacco Tax of 2006.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution supports the Coalition for a Healthy California's initiative intended to reduce smoking, especially among children, and fund critical health care priorities such as disease prevention, medical research, children's health insurance, and emergency room care.

BACKGROUND

The Coalition for a Health California and Children Now requested Rancho Cordova City Council's support of this initiative. Extensive background material together with the request for support was provided to Council in the July 21st Friday Memo from the City Manager. In the Friday Memo, staff indicated a resolution of support for Proposition 86 would be placed on the August 7th City Council agenda for its formal action of adoption.

ATTACHMENT

Resolution No. 148-2006

AGENDA ITEM # 17

CITY OF RANCHO CORDOVA

RESOLUTION NO. 148-2006

A RESOLUTION OF THE CITY COUNCIL SUPPORTING PROPOSITION 86 – THE TOBBACO TAX OF 2006

WHEREAS, Proposition 86 is a statewide initiative which if passed by voters in November 2006 would raise the State's tobacco tax by an additional $2.60/pack; and

WHEREAS, according to the California Department of Health Services, the tax increase alone would prevent 700,000 children currently under 17 years of age from becoming smokers in adulthood and more than half a million smokers in California would quit smoking; and

WHEREAS, Proposition 86 would produce more than $2 billion in annual revenue to fund children's health insurance, emergency room care, nursing education, disease prevention, medical research and programs that will reduce smoking, especially among children; and

WHEREAS, 4.5 million Californians smoke and these smokers put a significant burden on our economy and our hospitals and healthcare systems costing an estimated $331,463 annually in Sacramento County; and

WHEREAS, Proposition 86 is expected to generate significant additional savings for the 17 counties operating their own children's health coverage initiatives because these children would now be eligible for state programs funded by tobacco tax revenues; and

WHEREAS, Proposition 86 will increase sales tax revenues to local governments by tens of millions of dollars annually;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the Council does hereby support Proposition 86 which will reduce smoking, especially among children, and fund critical healthcare priorities such as children's health insurance, emergency room care, disease prevention and medical research

BE IT FURTHER RESOLVED that the City Clerk shall cause a copy of this Resolution be sent to the Coalition for a Healthy California.

PASSED AND ADOPTED by the City Council on the 7th day of August, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Lillian Hare, Human Resources Director/City Clerk

SUBJECT: **APPROVE AMENDMENT TO CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRACT**

RECOMMENDATION

Adopt Resolution No. 151-2006, a resolution of intention to amend the contract with the California Public Employees' Retirement System (CalPers) to provide Section 20903 (Two-Years Additional Service Credit) for local miscellaneous members, and introduce Ordinance No. 49-2006 for first reading.

RESULT OF RECOMMENDED ACTION

The City will have the ability to provide 2 years of additional retirement service credit to employees whose positions are eliminated due to a reduction and re-structuring of positions within the organizational group that includes Finance and Human Resources.

BACKGROUND

A public agency may amend its contract to provide two years additional service credit to a retiring member because of an impending mandatory transfer, demotion or layoff. The position of Human Resources Director in the Human Resources Department and the Chief Financial Officer in the Finance Department are to be eliminated and the two departments restructured into the Administrative Services Department under the direction of an Administrative Services Director.

In compliance with Government Code Section 20903, the City will designate a 90-day period beginning on October 9, 2006 through January 6, 2007 during which those employed in the designated positions may retire and receive the additional 2 years of service credit.

The future cost to provide the benefit is estimated to be $8,657.80 annually over 20 years and will be included in the City's annual valuation report from CalPers for the fiscal year that begins two years after the end of the designated period (July 2009). The cost savings to the City in the net elimination of one Director level position in the organizational unit will be approximately $159,047 per year.

ATTACHMENT(S)

Resolution No. 151-2006
Ordinance No. 49-2006

AGENDA ITEM # 18

CITY OF RANCHO CORDOVA

RESOLUTION NO. 151-2006

A RESOLUTION OF INTENTION

TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE

BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20903 (Two-Years Additional Service Credit) for local miscellaneous members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

PASSED AND ADOPTED by the City Council of on the 7t^{h} day of August, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert J. McGarvey, Mayor

ATTEST:

Lillian E. Hare, City Clerk

Resolution No. 151—2006

Attachment: Exhibit

CalPERS

EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Rancho Cordova

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective May 16, 2004, and witnessed April 21, 2004, and as amended effective November 20, 2005 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective November 20, 2005, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after May 16, 2004 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Employees other than local safety members (herein referred to as local miscellaneous members).

4. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

   In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. SAFETY EMPLOYEES.

5. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after November 20, 2005 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after November 20, 2005 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

7. Public Agency elected and elects to be subject to the following optional provisions:

   a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).

   b. Section 20903 (Two Years Additional Service Credit).

8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.

9. Public Agency shall also contribute to said Retirement System as follows:

   a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.

b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
LORI MCGARTLAND, CHIEF
EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF RANCHO CORDOVA

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"

CITY OF RANCHO CORDOVA

ORDINANCE NO. 49-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

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

Section 1. That an amendment to the contract between the City Council of the City of Rancho Cordova and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, market Exhibit, and by such reference made a part thereof as though herein set out in full.

Section 2. The Mayor of the City Council is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City.

Section 3. This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in a newspaper of general circulation in the City of Rancho Cordova and thenceforth and thereafter the same shall be in full force and effect.

ADOPTED, THIS 5th day of September, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
City Clerk

Attachment: Exhibit A

CalPERS

EXHIBIT A

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Rancho Cordova

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective May 16, 2004, and witnessed April 21, 2004, and as amended effective November 20, 2005 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective November 20, 2005, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after May 16, 2004 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Employees other than local safety members (herein referred to as local miscellaneous members).

4. Any exclusion(s) shall remain in effect until such time as the Public Employees' Retirement System determines that continuing said exclusion(s) would risk a finding of non-compliance with any federal tax laws or regulations. If such a determination is contemplated, the Public Employees' Retirement System will meet with the Public Agency to discuss the matter and coordinate any required changes or amendments to the contract.

   In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. SAFETY EMPLOYEES.

5. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after November 20, 2005 shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).

6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after November 20, 2005 shall be determined in accordance with Section 21354.5 of said Retirement Law (2.7% at age 55 Full).

7. Public Agency elected and elects to be subject to the following optional provisions:

   a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).

   b. Section 20903 (Two Years Additional Service Credit).

8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.

9. Public Agency shall also contribute to said Retirement System as follows:

   a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.

b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY_____
LORI MCGARTLAND, CHIEF
EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF RANCHO CORDOVA

BY_____
PRESIDING OFFICER

_____
Witness Date

Attest:

_____
Clerk

PLEASE DO NOT SIGN "EXHIBIT ONLY"

PLEASE DO NOT SIGN "EXHIBIT ONLY"

MEMORANDUM

DATE: July 17, 2006

TO: Mayor and Council Members

FROM: William J. Thomas, Chief Financial Officer

SUBJECT: **AUTHORIZATION TO SELF-INSURE FOR WORKERS' COMPENSATION COVERAGE**

RECOMMENDATION

Approve Resolution No. 153-2006 authorizing the City Manager to make application to the State of California Industrial Relations Department for a certificate of consent to self-insure workers' compensation liabilities.

RESULT OF RECOMMENDED ACTION

The result of this action will allow the City to make application to the State of California Industrial Relations Department for certificate to self-insure for Workers' Compensation coverage.

BACKGROUND

The City, as it enters its fourth year, addressed the rising cost of workers' compensation coverage. The City received a quote for first dollar coverage that exceeded $215,000 based on our estimated payroll. Due to this rising cost, staff contacted our liability excess insurance group (CSAC) to request a quote for workers' compensation coverage. They responded with a quote of approximately $125,183 which would result in a savings of approximately $90,000.

As part of this new coverage, CSAC would act as our "excess insurer" for workers' compensation similar to what the City has for liability coverage. This is the "self-insure" portion of the new workers' compensation program that requires this resolution. The insurance pool managed by CSAC will provide coverage for claims exceeding $125,000 up to $50 million. The City will still have first dollar coverage up to $125,000.

AGENDA ITEM # 19

During the first three years of City operations, the City has had only one (1) workers' compensation claim. With the implementation of the City's safety program through Risk Management the City is committed to keeping the incidents of claims be kept to a minimum.

FISCAL IMPACT

The City will save approximately $90,000 in direct workers' compensation costs beginning with FY 2006 – 2007.

Attachment(s):
Resolution No. 153-2006

CITY OF RANCHO CORDOVA

RESOLUTION NO. 153-2006

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING APPLICATION TO THE STATE OF CALIFORNIA INDUSTRIAL RELATIONS DEPARTMENT FOR A CERTIFICATE OF CONSENT TO SELF INSURE WORKERS' COMPENSATION LIABILITIES

WHEREAS, the City of Rancho Cordova wishes to implement cost-effective policies and procedures, and;

WHEREAS, the City's Chief Financial Officer has determined that a self-insured workers' compensation program is in the best interest of the City, its employees, and its constituents,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF RANCHO CORDOVA that the Council authorizes the City Manager to be authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self Insure workers' compensation liabilities on behalf of the City of Rancho Cordova and to execute any and all documents required for such application.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this Resolution be sent to the Director of Industrial Relations of the State of California.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of August, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: ELLENWOOD CONDOMINIUM DEVELOPMENT AGREEMENT

RECOMMENDATION

Introduce and waive first reading of Ordinance 48-2006 approving the Development Agreement for the Ellenwood Condominiums, RC-05 -148.

RESULT OF RECOMMENDED ACTION

The Development Agreement will allow the project to record the final map and obtain the Department of Real Estate clearance for condominiums. The project will be supporting the City by providing a special tax for police services and providing funds to Cordova Recreation and Parks District to improve existing parks within the community.

AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT

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 that (a) the land use designation for the Ellenwood is Low Density Residential and the proposed project is to create 28 condominiums consistent with that land use, (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 and park development fees.

(2) The development agreement is consistent with the goals and objectives and general land uses specified in any applicable General Plan;

The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for the land use area as specified in the adopted General Plan.

(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 Ellenwood Project will implement land use guidelines set forth in the General Plan, which have planned for residential uses at this location.

(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 $250 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 $7,000.00 for the first year.

Infill Park and Open Space Renovation and Acquisition Fee. The Developer is agreeing to pay the City $733.00 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 Exhibit C of the DA (Section 6.4.3). If, as anticipated, all 28 residential units on the tentative map are finalized, this fee will generate $20,524.00 from this subdivision.

Term. The term of the Development Agreement is 7 years (Section 5.2). Seven years is a reduction in the 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.

ATTACHMENT

1. Ordinance 48-2006, including Exhibit A, Development Agreement, with exhibits.

CITY OF RANCHO CORDOVA

ORDINANCE NO. 48-2006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING THE DEVELOPMENT AGREEMENT FOR RC-05-148, FOR THE ELLENWOOD CONDOMINIUM PROJECT

WHEREAS, the applicant for the Ellenwood Condominium project ("Project"), Parkcrest Development, has applied to the City of Rancho Cordova ("City") for the development of a 28 unit condominium project; and

WHEREAS, the proposed Project (RC-05-148) is located at 10136 Ellenwood Avenue, Rancho Cordova, CA, approximately 550 feet east of Routier Road , and which is designated as Low Density Residential; 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, the public hearing before the Planning Commission 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 July 27, 2006, the Planning Commission voted unanimously to recommend approval of the draft development agreement; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code section 65090 and 65091; and

WHEREAS, the Rancho Cordova City Council held a noticed, public hearing on August 7, 2006, to consider the requested development agreement between the City and Parkcrest Development (Exhibit A); and the recommendation of the Planning Commission; 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 determined the project is exempt, pursuant to CEQA guidelines section 15061.

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 the proposed project would create 28 condominiums, (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 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.

C. 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.

D. 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.

E. 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:

"101-820. Development Agreement for the Ellenwood Condominiums"

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 5th day of September, 2006, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

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

PARKCREST DEVELOPMENT CORPORATION, AS LANDOWNER

RELATIVE TO ELLENWOOD COMMONS

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DEVELOPMENT AGREEMENT
RELATIVE TO ELLENWOOD COMMONS

This Development Agreement is entered into as of this _____, 2006, by and between City OF RANCHO CORDOVA, a municipal corporation ("City"), and PARKCREST DEVELOPMENT CORPORATION, a California corporation ("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 Ellenwood Commons (the "Project") to be located on the Property.

4. **Public Hearing**. On July 27, 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 January 29, 2001, the County 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 the County 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 the MND are incorporated into the Project and into the terms and conditions of this Agreement.

6.2. The Tentative Subdivision Map for the Project (attached hereto as Exhibit B approved by Planning Commission on May 26, 2005, by Resolution No. 27-2005;

6.3. 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-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 _____, 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 D-1 and Exhibit D-2.

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. Park Land Dedication Obligation. The Project shall be subject to Chapter 22.40, Title 20 of the Rancho Cordova Municipal Code, as amended by Ordinance No. 53-2004, which establishes standards for park and open space in the City. To fulfill the park land dedication obligation, Landowner shall be obligated to provide fees in-lieu of park land to the Cordova Recreation and Park District to satisfy a total park land obligation of 0.28 net acres (calculated as 5 acres of park land per 1,000 residents). Landowner will receive a credit of two thousand nine hundred and thirteen dollars ($2,913.00) towards their obligation to provide fees in-lieu of park land for payment already received by Cordova Recreation and Park District at the time building permits were issued.

The calculation of fees in-lieu of dedication shall be based on the appraised value of 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 or individual residential or non-residential parcel map for the Property, Landowner shall pay the fees in-lieu of park land dedication 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. In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that it shall pay City the total sum of seven hundred and thirty-three dollars ($733.00) for each condominium unit shown on the final maps for the Property. Beginning on January 1, 2007, 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 final maps for the project. 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 C. 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.

6.4.4. 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. The special tax shall be in the amount of two hundred and fifty dollars ($250) annually, per condominium unit, single-family residential parcel or residential parcel equivalent. Multi-family residential units on a single parcel shall be assessed on a proportionately equivalent basis (e.g., a two-unit attached housing structure, such as a duplex, would be deemed to consist of two residential parcels for purposes of the 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. Amendment or Cancellation.

9.1. 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.

9.2. 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.

9.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 9.2, 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".

9.4. 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 9.3 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.

9.5. 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.

10. 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.

11. Annual Review.

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

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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).

12. 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 12.1.1, and the Party in Default fails to cure such Event of Default within the applicable cure period.

12.1. Procedure Regarding Defaults.

12.1.1. 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.

12.1.2. 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).

12.1.3. 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.

12.1.4. 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.

12.1.5. 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.

12.1.6. 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.

13. 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.

14. Mortgagee Protection; Certain Rights of Cure.

14.1. 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.

14.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 14.1 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.

14.3. 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 12.1.2 for not more than an additional sixty (60) days upon request of Landowner or a Mortgagee.

15. 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.

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

17. 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.

18. 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.

19. 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.

20. Agreement Runs with the Land. Except as otherwise provided for in Section 13 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.

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

22. 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).

23. Insurance.

23.1. 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.

23.2. 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.

23.3. 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 23.1 and 23.2 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.

24. 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.

25. 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.

26. 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:

PARKCREST DEVELOPMENT CORPORATION
Attn: Robert S. Park
3090 Fite Circle, #203
Sacramento, CA 95827

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.

27. 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 15 pages and 7 Exhibits, which constitute the entire understanding and agreement of the parties.

28. 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.

29. 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: _____

Name: _____

Its: _____

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Adam U. Lindgren
Assistant City Attorney

Date: _____

"LANDOWNER"

PARKCREST DEVELOPMENT
CORPORATION
a California Corporation

By: _____

Name: Robert S. Park

Its: _____

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of the Property
Exhibit A-2:	Diagram of the Property
Exhibit B:	Ellenwood Commons Tentative Subdivision Map
Exhibit C:	Infill Park and Open Space Map
Exhibit D-1:	Land Use Map for the Property
Exhibit D-2:	Land Use Table
Exhibit E:	Form of Assignment

EXHIBIT "A-1" - LEGAL DESCRIPTION

ELLENWOOD COMMONS

DEVELOPMENT AGREEMENT

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

PARCEL 2 OF THAT CERTAIN PARCEL MAP ENTITLED PARCEL 2 OF PARCEL MAP, "PORTION OF SUBDIVISION' JOHN W. BOOTH 150 85/100 A.' RANCHO RIO DE LOS AMERICANOS, BOOK 1 OF MAPS, MAP NO. 2" (17 P.M. 8), COUNTY OF SACRAMENTO, CALIFORNIA, RECORDED ON NOVEMBER 10, 1986 IN BOOK 96 OF PARCEL MAPS, PAGE 27, SACRAMENTO COUNTY.

THIS DESCRIPTION IS 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.

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



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

EXHIBIT "A-2" LOCATION MAP

ELLENWOOD COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA

June 23, 2006

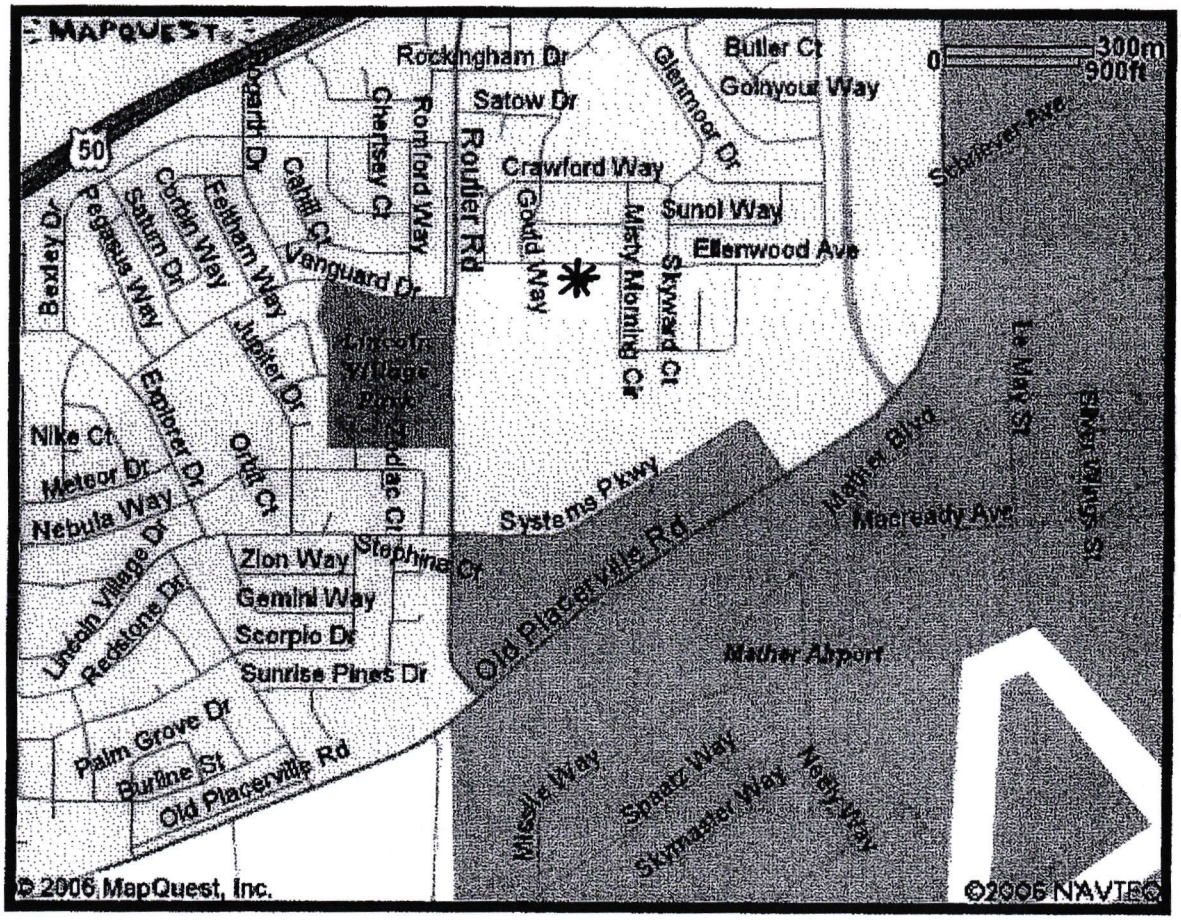


EXHIBIT "A-2"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ELLENWOOD COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA
June 23, 2006

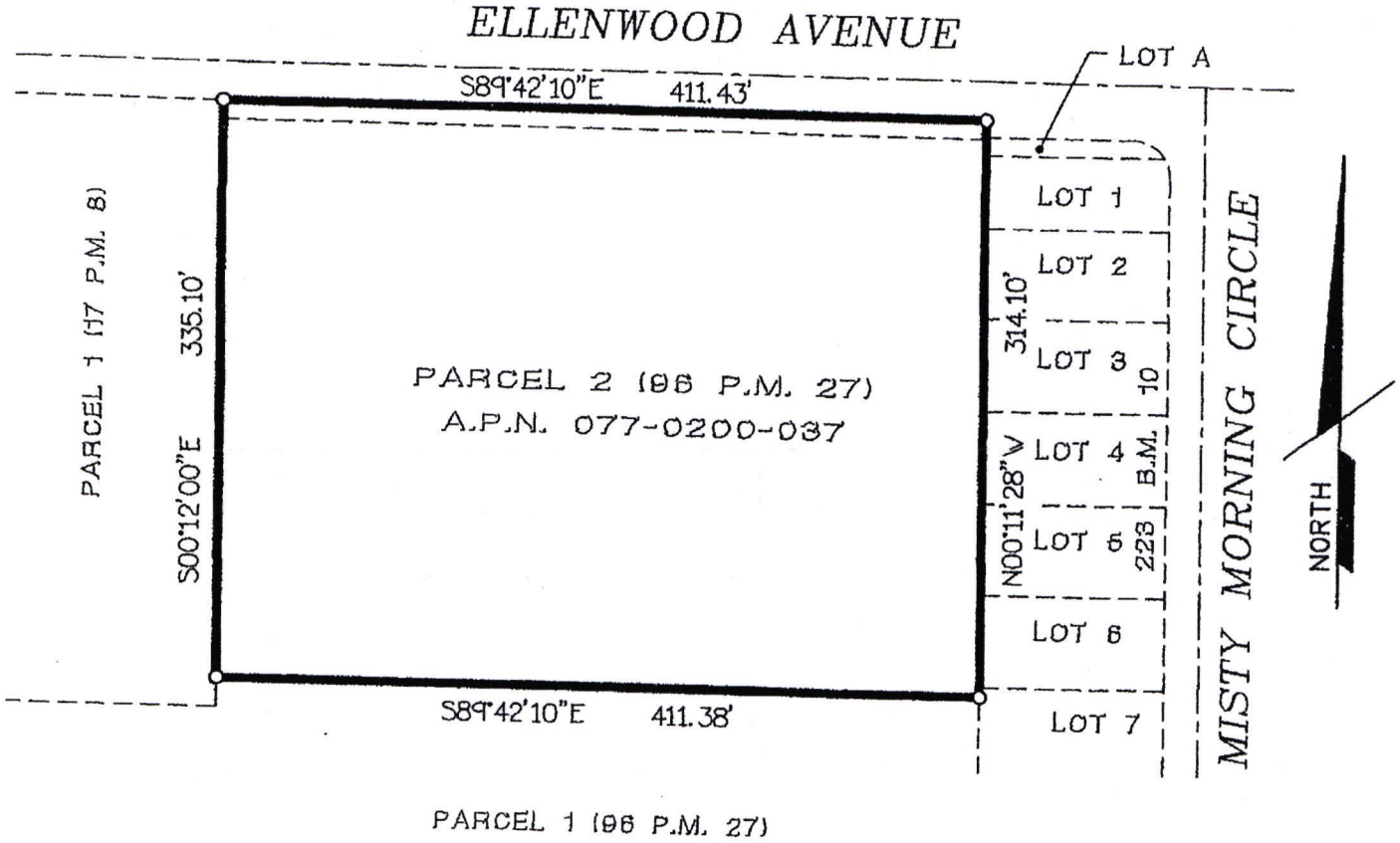


EXHIBIT "B" TENTATIVE MAP

ELLENWOOD COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA

June 23, 2006

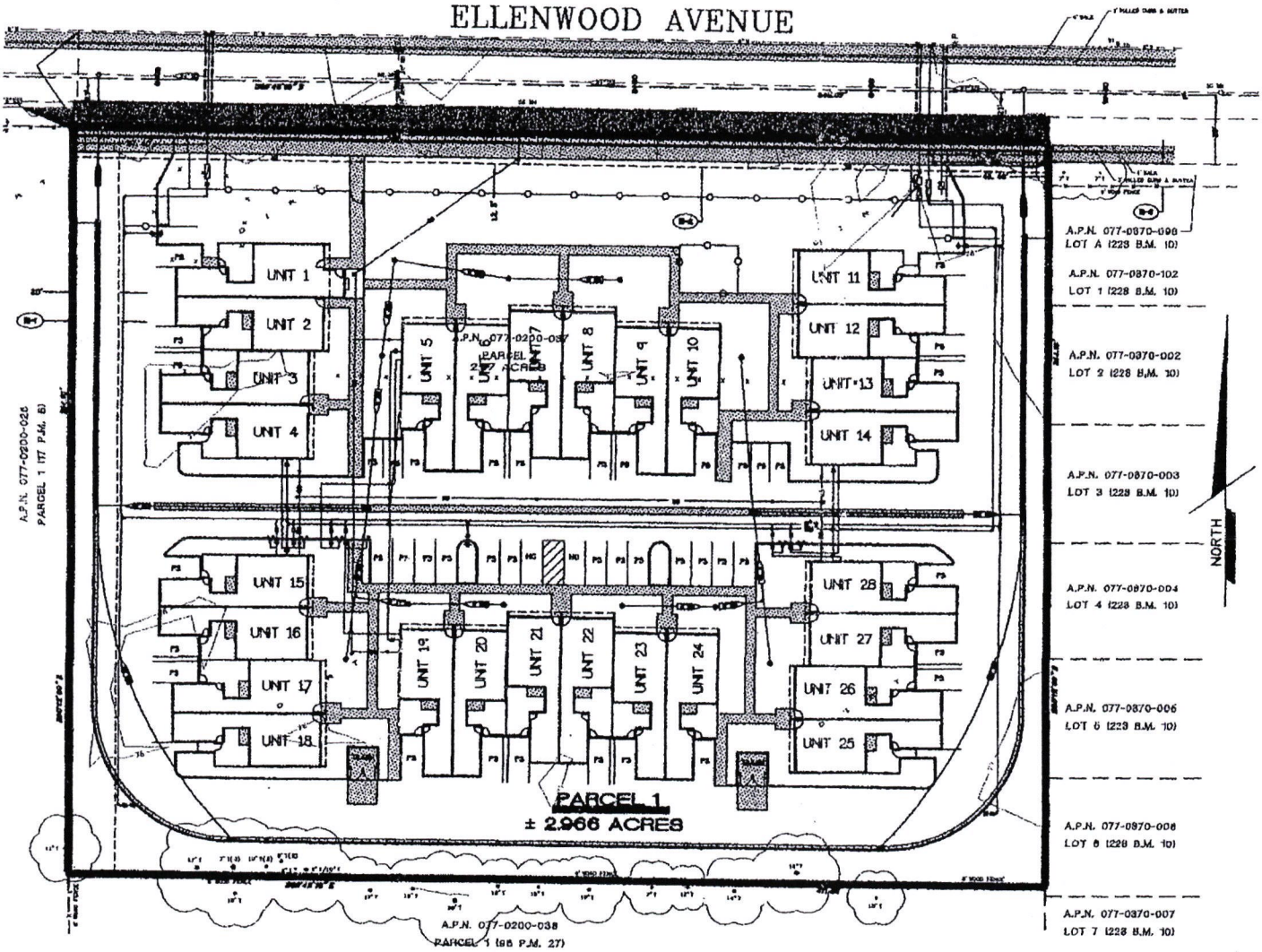


EXHIBIT C

INFILL PARK AND OPEN SPACE MAP

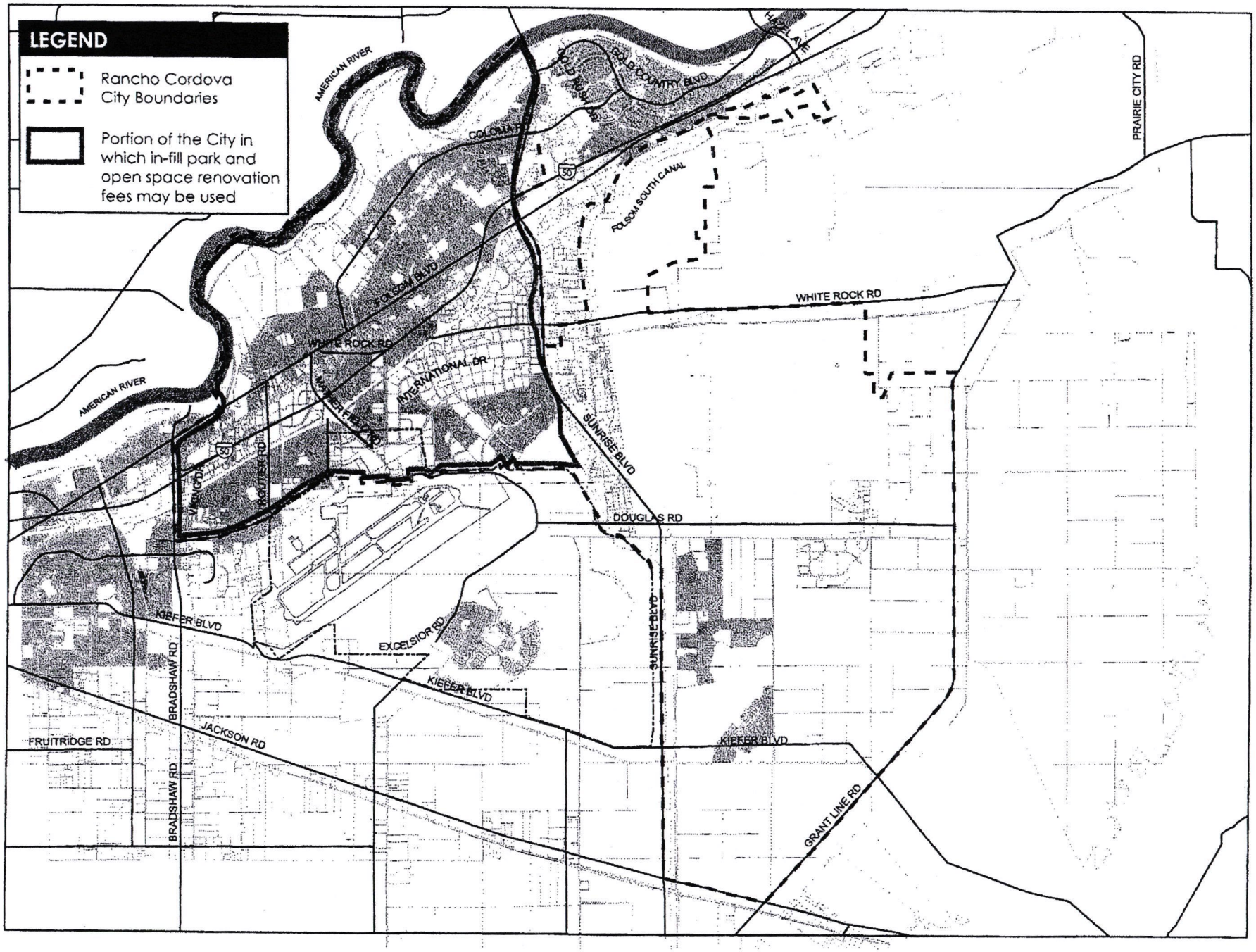

LEGEND
Rancho Cordova City Boundaries
Portion of the City in which in-fill park and open space renovation fees may be used
AMERICAN RIVER
COLOMA ST
GOLD RUSH DR
GOLD COUNTRY BLVD
PRAIRIE CITY RD
FOLSOM SOUTH CANAL
FOLSOM BLVD
WHITE ROCK RD
INTERNATIONAL DR
HAZEL AVE
SUNRISE BLVD
DOUGLAS RD
HWY 50
ROUTIER RD
KIEFER BLVD
EXCELSIOR RD
BRADSHAW RD
FRUITRIDGE RD
JACKSON RD
GRANT LINE RD

EXHIBIT "D-1" LAND USE MAP

ELLENWOOD COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA

June 23, 2006

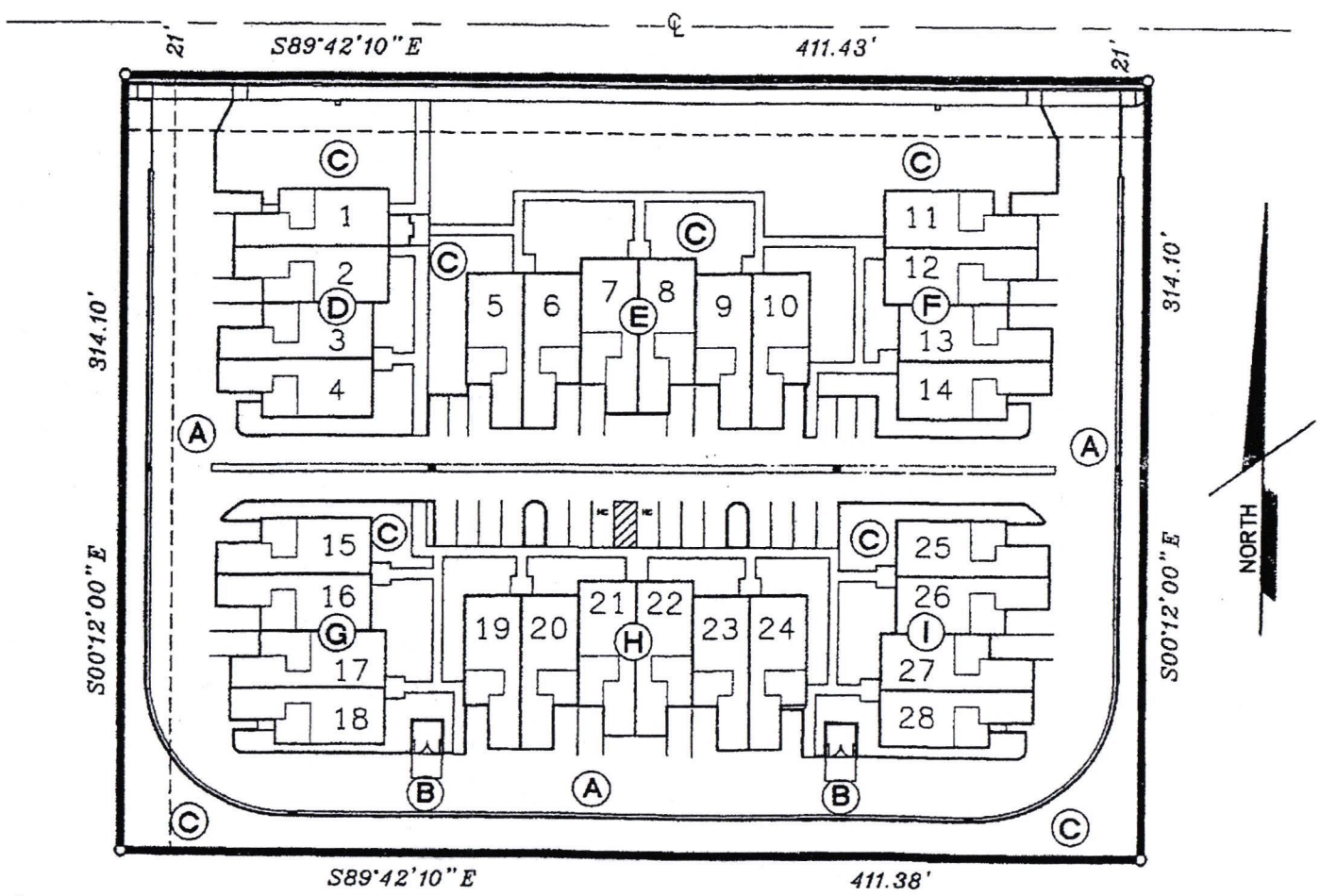


EXHIBIT "D-2" LAND USE TABLE

ELLENWOOD COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA

June 23, 2006

LOT	GENERAL PLAN/SPECIFIC PLAN/ ZONING DESIGNATION	USE	ACRES (NET)	ACRES GROSS)
1	LDR/RD-10/RD-10	CONDOMINIUM	2.872 (125,103 SQ. FT.)	2.966 (129,217 SQ. FT.)

COMMON AREA		AREA (SQ. FT.)
A	DRIVEWAY/PARKING AREA	42,058
B	TRASH ENCLOSURE	374
C	LANDSCAPE AREA	47,671
	COMMON AREA TOTAL	90,103

	BUILDINGS:		1ST LEVEL (SQ. FT.)	2ND LEVEL (SQ. FT.)
D	BUILDING 1 -	UNIT 1	1,235	1,235
		UNIT 2	1,295	1,295
		UNIT 3	1,235	1,235
		UNIT 4	1,235	1,235
E	BUILDING 2 -	UNIT 5	1,235	1,235
		UNIT 6	1,235	1,235
		UNIT 7	1,295	1,295
		UNIT 8	1,295	1,295
		UNIT 9	1,235	1,235
		UNIT 10	1,235	1,235

EXHIBIT "D-2" LAND USE TABLE

(CONTINUED)

ELLENWOOD COMMONS

CITY OF RANCHO CORDOVA, CALIFORNIA

June 23, 2006

	BUILDINGS:		1ST LEVEL (SQ. FT.)	2ND LEVEL (SQ. FT.)
F	BUILDING 3 -	UNIT 11	1,235	1,235
		UNIT 12	1,295	1,295
		UNIT 13	1,235	1,235
		UNIT 14	1,235	1,235
G	BUILDING 4-	UNIT 15	1,235	1,235
		UNIT 16	1,235	1,235
		UNIT 17	1,295	1,295
		UNIT 18	1,235	1,235
H	BUILDING 5	UNIT 19	1,235	1,235
		UNIT 20	1,235	1,235
		UNIT 21	1,295	1,295
		UNIT 22	1,295	1,295
		UNIT 23	1,235	1,235
I	BUILDING 6	UNIT 24	1,235	1,235
		UNIT 25	1,235	1,235
		UNIT 26	1,235	1,235
		UNIT 27	1,235	1,235
		UNIT 28	1,235	1,235

THIS APPLICATION IS FOR A DEVELOPMENT PERMIT

THE CONDOMINIUM UNIT AREA INCLUDES THE PATIO AND THE FLOOR AREA BETWEEN ELEVATIONS OF 73.00' TO 107.00'

THE NET AREA INCLUDES THE FIRST LEVEL OF EACH CONDOMINIUM UNIT AREA AND TOTAL OF THE COMMON AREA

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 ELLENWOOD COMMONS

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 Parkcrest Development Corporation relative to the Development known as Ellenwood Commons (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 27 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:

PARKCREST DEVELOPMENT
CORPORATIONA California corporation

By: _____
Print Name: Robert S. Park
Title:

ASSIGNEE:

_____,
a _____

By: _____
Print Name: _____
Title: _____

MEMORANDUM

DATE: **August 7, 2006**

TO: **Honorable Mayor and Council Members**

FROM: **Anne Hersch, Assistant Planner**

SUBJECT: **BRAMANO HOTEL DESIGN REVIEW**

OWNER / APPLICANT:	**REPRESENTATIVE:**
Presidio Hotel-Rancho, LLC Sushil Patel 1300 Oliver Rd., Suite 270 Fairfield, CA 94533	Vista Investments, LLC Bruce Weitzman 11229 Greenstone Place Gold River, CA 95670

PROJECT:	Bramano Hotel Design Review
FILE:	RC-06-237
LOCATION:	10713 White Rock Rd.
APN:	072-0210-096
PLANNER:	Anne Hersch, Assistant Planner

REQUEST

The applicant is requesting Design Review for the upgrade and remodel of an existing hotel (formerly the Fairfield Inn) located at 10713 White Rock Road.

RECOMMENDATION

Staff recommends the City Council determine the project Categorically Exempt per Section 15301 (Existing Facilities) of the California Environmental Quality Act Guidelines (CEQA) and adopt Resolution 145-2006, approving the Design Review for the remodel of 10713 White Rock Rd., subject to the attached Design Package (Exhibit A), Conditions of Approval (Exhibit B), and Findings contained in the Resolution.

RESULT OF RECOMMENDATION

Approval will allow the applicant to make exterior improvements to the Bramano Hotel. This includes new paint, upgraded spa facilities, a stamped concrete driveway, canopy entryway, and new landscaping.

AGENDA ITEM # 21

SITE LOCATION



	Zoning and Community Plan Designation	Existing Land Use
Subject Property	M-1 Light Industrial	Fairfield Inn Hotel
North	Roadway Corridor	Highway 50
East	M-1 Light Industrial	Extended Stay America
South	M-1 Light Industrial	Lyon's Restaurant
West	M-1 Light Industrial	Courtyard by Marriot

Figure 1. Site Location

ANALYSIS

The applicant has requested Design Review for the upgrade and exterior remodel of the Bramano Hotel located at 10713 White Rock Rd. (formerly the Fairfield Inn). The property was recently sold and will be converted to a Bramano Hotel after improvements have been completed.

The front entrance will feature a *porte cochere* canopy decorated with sconces and Spanish red tile roof. This will also serve as a loading/unloading zone. A stamped concrete driveway will also be installed. The exterior will be repainted to match the proposed changes. A spa and water feature will be added to the existing pool area. Interior improvements will also be made as part of the building upgrades. Figures 2 and 3 show the existing facility and the proposed changes.

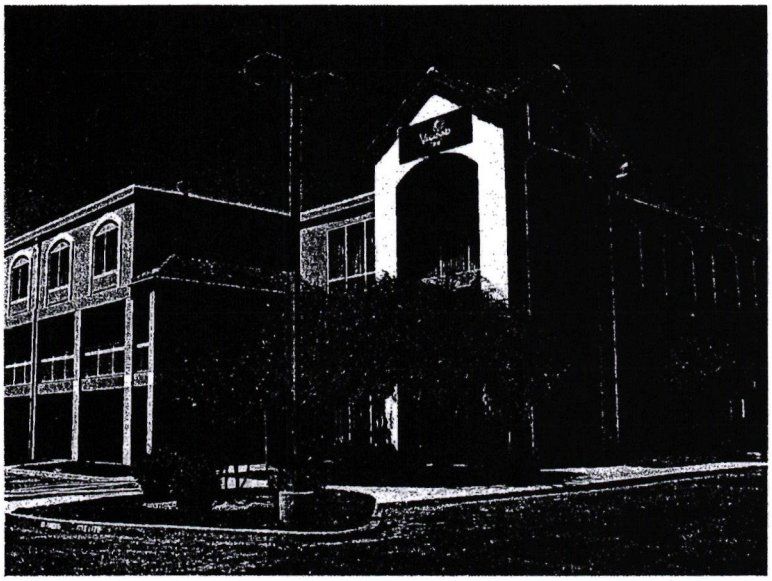


Figure 2. Existing Facility



Figure 3. Proposed Changes

Design Review

The basis for review of this project is provided in the City's Design Review Ordinance and the Planning Commission reasons for recommending approval are as follows:

a) High quality building designs that consist of durable and maintainable materials and that provide visual interest and diversity to the community.
b) Building designs that maintain human scale and interest.
c) Use of an architectural style and/or theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.
d) Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.
e) Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.
f) Incorporate quality site design, including landscaping, signage and other elements of site design.

Evidence:

a) The applicant submitted a materials board with a variety of details that will enhance the aesthetic appeal of the building. The entry will feature a *porte cochere* decorated with sconces. The building exterior will be repainted to match the renovations. The roof will be decorated with Spanish red tiles. New signage will identify the building.

b) The scale and scope of the renovations are conducive to pedestrian activity. The building is in proportion with neighboring structures and will have enhanced curb appeal. The stamped concrete driveway better identifies the primary travel path, slowing traffic. Sidewalks surround the perimeter of the site and landscaping will be upgraded to better identify the sidewalk edge.

c) The proposed materials and architectural features will provide visual interest to the building and surrounding area. The architectural enhancements further distinguish the building and significantly upgrade the appearance. The color palette nicely decorates the building and new architectural features. All of these changes improve site appearance and enhance building character.

d) See "C" (above).

e) The renovations will have design elements that improve articulation of the building. This includes the addition of a two-story *porte cochere* decorated with sconce lights. This addition helps to define and identify the building as well as increase curb appeal. Materials such as Spanish red tile, new paint, and stamped concrete define elements of the project site.

f) The applicant is proposing an extensive landscape upgrade. New trees and shrubbery will be installed at the front entrance, sidewalk edge, and pool area. New signage will adorn the East façade, better identifying the building.

CONCLUSION

The proposed elevation changes are well designed and will provide a significant upgrade to the Bramano Hotel. The design proposal includes a variety of architectural features, materials, colors, and parking upgrades that meet the intent of the City's Design Guidelines for commercial

development. The applicant has worked with the City to insure consistency with Zoning Code and Design Review requirements. Staff is recommending that the Planning Commission forward a recommendation to City Council approving Design Review for the Bramano Hotel.

PLANNING COMMISSION COMMENTS

The Rancho Cordova Planning Commission expressed concern about the North side of the building facing Highway 50. The applicant indicated that improvements visible from Highway 50 include a new paint scheme, new landscaping, and improving the pool/spa area with new equipment and stamped concrete.

Concern was also expressed about bicycle storage. Demand of hotel guests will be met and designated storage facilities will be discussed with marketing staff.

The project passed by a 5-0 vote to forward the project for City Council approval without additional conditions.

ENVIRONMENTAL ANALYSIS

This project is Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) Guidelines.

FINANCIAL IMPLICATIONS TO CITY

There are no significant cost implications to the City for this development.

NOTICE OF APPEAL

Any person dissatisfied with an act or determination of the Planning Commission may appeal such an act or determination as provided in Title 1, Chapter 15, Article 3 of the Rancho Cordova Zoning Code. Written notice must be provided to the Secretary of the Planning Commission not later than ten (10) calendar days after the day on which the act or determination appealed was made. A filing fee set must accompany the Notice of Appeal.

RECOMMENDED MOTIONS

"I move the City Council determine the project Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) Guidelines, and adopt Resolution 145-2006, approving Design Review for Bramano Hotel, Project No. 06-237, Subject to the Design package (Exhibit A), Conditions of Approval (Exhibit B), and Findings contained in the Resolution."

ATTACHMENTS

1. Resolution 145-2006, including the Design Package (Exhibit A) and Conditions of Approval (Exhibit B).

CITY OF RANCHO CORDOVA

RESOLUTION NO. 145-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA APPROVING DESIGN REVIEW FOR THE BRAMANO HOTEL PROJECT # RC-06-237

WHEREAS, Vista Investments, (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova (hereinafter referred to as City) for Design Review for the remodel of the Bramano Hotel (Assessor's Parcel Number 072-0210-096); and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the project is Categorically Exempt from review under Section 15301 Existing Facilities, of the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:

1. That the project site was adequately analyzed according to the Guidelines of the California Environmental Quality Act.

   Findings
   The project involves the remodel of an existing hotel and is Categorically Exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) Guidelines.

   Evidence
   Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

2. Approve the Design Review, subject to the Design Package (see Exhibit A) and the Conditions of Approval (see Exhibit B); supported by the following Findings and Evidence:

   Findings:
   a) High quality building designs that consist of durable and maintainable materials and that provide diversity to the community.
   b) Building designs that maintain human scale and interest.
   c) Use of an architectural style and/or theme for new non-residential development that is consistent for building elevations of a single structure or consistent among all buildings within an integrated development.
   d) Design of buildings or structures that is sensitive to the neighborhood character with regard to scale, architectural style, use of materials and bulk.

e) Interesting and attractive architecture which includes varied relief of the facade elements and detailed articulation of the building features.
f) Incorporate quality site design, including landscaping, signage and other elements of site design.

Evidence:

a) The applicant submitted a materials board with a variety of details that will enhance the aesthetic appeal of the building. The entry will feature a *porte cochere* decorated with sconces. The building exterior will be repainted to match the renovations. The roof will be decorated with Spanish red tiles. New signage will identify the building.

b) The scale and scope of the renovations are conducive to pedestrian activity. The building is in proportion with neighboring structures and will have enhanced curb appeal. The stamped concrete driveway better identifies the primary travel path, slowing traffic. Sidewalks surround the perimeter of the site and landscaping will be upgraded to better identify the sidewalk edge.

c) The proposed materials and architectural features will provide visual interest to the building and surrounding area. The architectural enhancements further distinguish the building and significantly upgrade the appearance. The color palette nicely decorates the building and new architectural features. All of these changes improve site appearance and enhance building character.

d) See "C" (above).

e) The renovations will have design elements that improve articulation of the building. This includes the addition of a two-story *porte cochere* decorated with sconce lights. This addition helps to define and identify the building as well as increase curb appeal. Materials such as Spanish red tile, new paint, and stamped concrete define elements of the project site.

f) The applicant is proposing an extensive landscape upgrade. New trees and shrubbery will be installed at the front entrance, sidewalk edge, and pool area. New signage will adorn the East facade better identifying the building.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 7th day of August, 2006.

AYES:

NOES:

ABSENT:

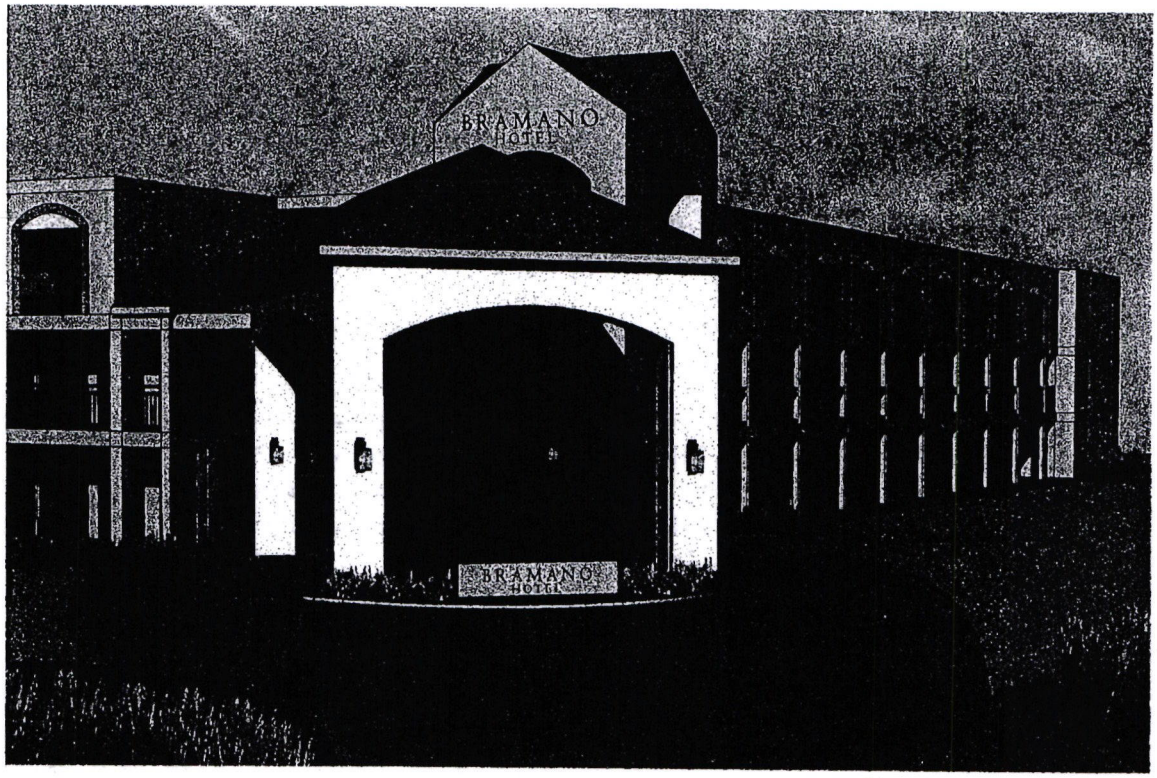
ABSTAIN:

_____
Robert J. McGarvey, Mayor

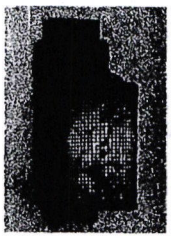
ATTEST:

_____
Lillian E. Hare, City Clerk

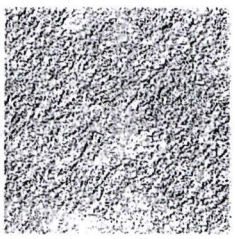
Exhibit A



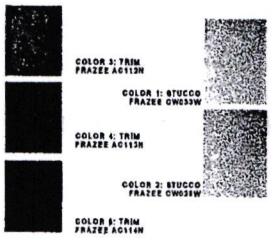
New Entry Porte Cochere



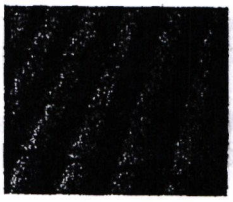
Exterior Lighting:
Cortez Sconce
by Loule Lighting



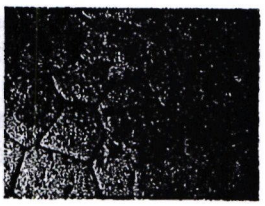
Smooth Stucco Plaster



Color Palette



Spanish Red Tile Roof
Standard Red Select S-tile
by USTile



Stamped Concrete Driveway

Material Selections

EXTERIOR IMPROVEMENTS

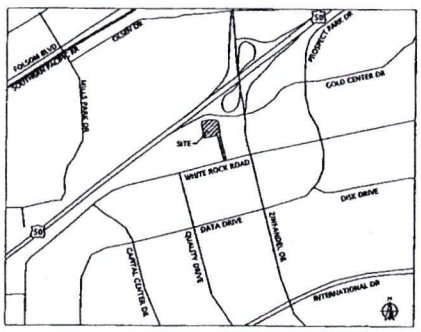
BRAMANO
HOTEL

Rancho Cordova · California

joseph mullins design
600 w. 9th st. #601
los angeles california
90015

RECEIVED
MAY 11 2006
RANCHO CORDOVA
PLANNING

VICINITY



GENERAL NOTES

PROJECT SCOPE: PROJECT CONSISTS OF EXTERIOR AESTHETIC UPGRADES INCLUDING NEW PAINT SCHEME, ADDITIONAL LANDSCAPE AREAS, ADDITIONAL LOBBY SPACE, STAMPED CONCRETE DRIVEWAY, AND PORTE COCHERE. POOL AREA TO BE IMPROVED BY INTRODUCTION OF WATER ELEMENT TO SCREEN EXISTING POOL EQUIPMENT SHED, AND ADDITION OF OUTDOOR SPA. INTERIOR IMPROVEMENTS CONSIST OF EXPANSION OF INTERIOR LOBBY AND CONTINENTAL BREAKFAST AREAS, CODE-COMPLIANT FOOD WARMING KITCHEN, AND GENERAL ADA COMPLIANCE FOR EXISTING FACILITIES.

REMODEL AREA OCCUPANCY:

LOCATION	USE TYPE	AREA IN SF.	OCCUPANT LOAD
LOBBY	4, ASSEMBLY-LOUNGE, DINING	1887 SF	127
WARMING KITCHEN	18, COMMERCIAL KITCHEN	191 SF	2
OFFICE	23, OFFICE	190 SF	1
HALL/RESTROOM	-	288 SF	-
EXERCISE RM	4	237 SF	4
TOTAL AREA OF PROPOSED IMPROVEMENT:		2,631 SF	133

REQUIRED PARKING: ONE SPACE PER ROOM; 113 REQUIRED
76 STANDARD SPACES
6 HANDICAP ACCESSIBLE SPACES INCLUDING HANDICAPPED VAN
31 COMPACT SPACES

ABBREVIATIONS:

AFF	ABOVE FINISH FLOOR	(E)	EXISTING
TYP	TYPICAL	(N)	NEW
CL	CENTER LINE	SF	SQUARE FEET

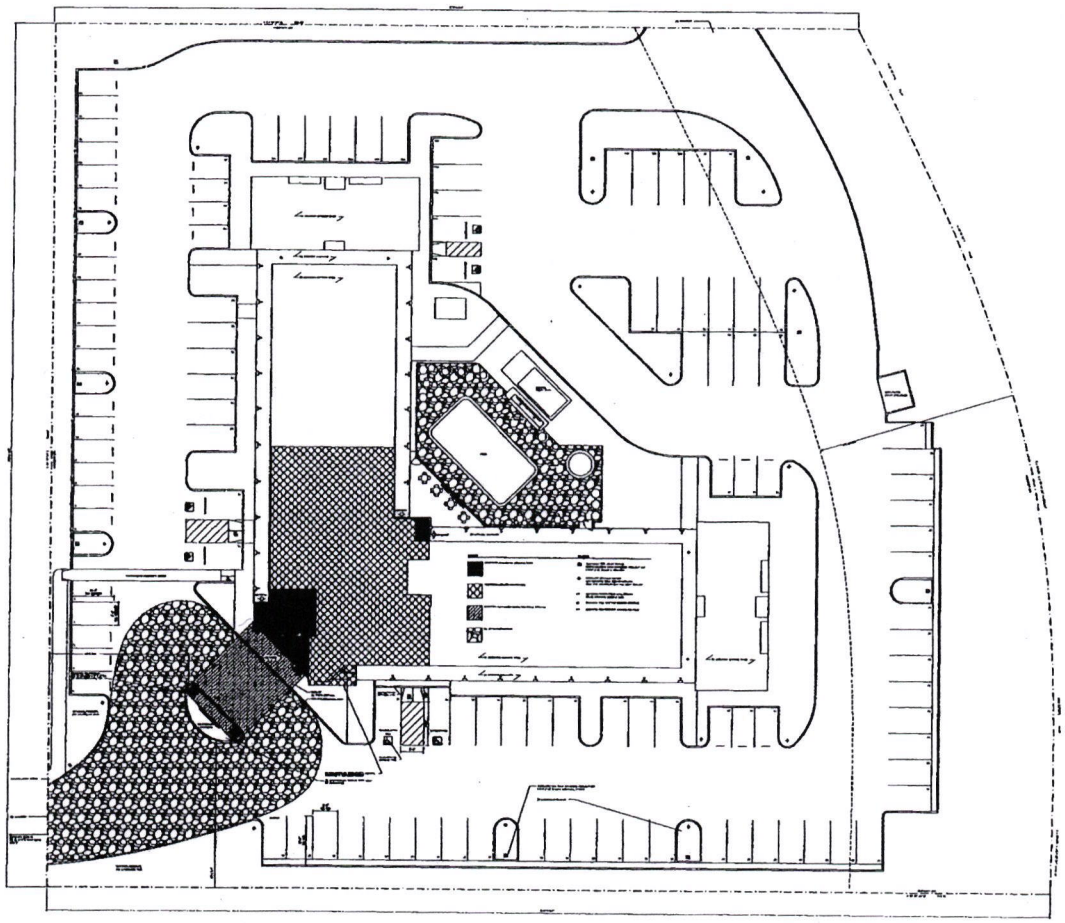
THIS PROJECT SHALL COMPLY WITH TITLE 24 AND 2001 CBC, CMC AND CPC AND 1999 NEC.

FIRE DEPARTMENT APPROVAL WILL BE NECESSARY FOR THE ALTERATION/EXPANSION OF (E) FIRE SPRINKLER SYSTEM.

PROJECT DATA

BUILDING ADDRESS:	BRAMANO INN (CURRENT NAME: FAIRFIELD INN) 10715 WHITE ROCK ROAD RANCHO CORDOVA, CALIFORNIA
OWNER:	VISTA INVESTMENTS, LLC CONTACT: GREG WESTERFIELD 5933 W. CENTURY BLVD. SUITE 200 LOS ANGELES, CA 90045 310 410 5734 TEL 310 410 4774 FAX
DESIGNER:	JOSEPH MULLINS DESIGN 600 W. 9th ST. #601 LOS ANGELES, CA 90015 213 622 3740 TEL 213 622 0347 FAX
STRUCTURAL ENGINEER:	ATM ENGINEERING CONTACT: TIM MCPARTLAND 2969 PROSPECT PARK DRIVE, SUITE 100 RANCHO CORDOVA, CA 95670 916 859 7300

EXISTING CONSTRUCTION TYPE:	TYPE V - ONE HOUR, FULLY SPRINKLERED
NEW CONSTRUCTION TYPE:	TYPE V - ONE HOUR, FULLY SPRINKLERED
OCCUPANCY:	R1
ZONING:	M1; PROPOSED USE TYPE UNCHANGED FROM CURRENT C.U.P.
LOT AREA:	99,101 SF
AREA OF IMPROVEMENT:	2,631 SF
CURRENT LOT COVERAGE:	15,808 SF 15.9%
PROPOSED LOT COVERAGE:	18,016 SF 18.1%



PROPOSED SITE PLAN
SCALE: 1" = 20'-0"

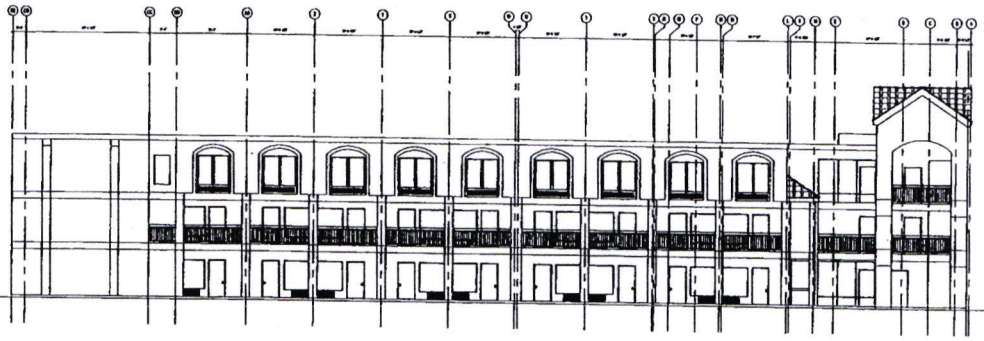
1 10 MAY 2006 DESIGN REVIEW SUBMITTAL

joseph mullins design
600 w. 9th st #601
los angeles california
90015
213.622.3740
213.622.0347

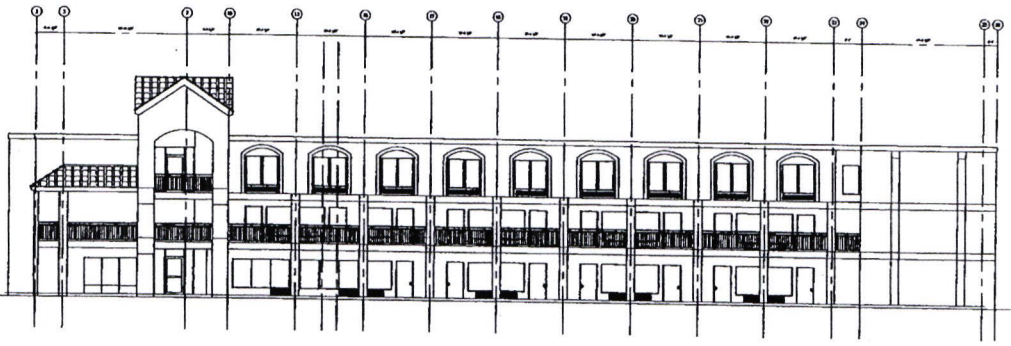
BRAMANO HOTEL
10715 WHITE ROCK ROAD
RANCHO CORDOVA,
CALIFORNIA

SITE PLAN
AS NOTED

A1.0



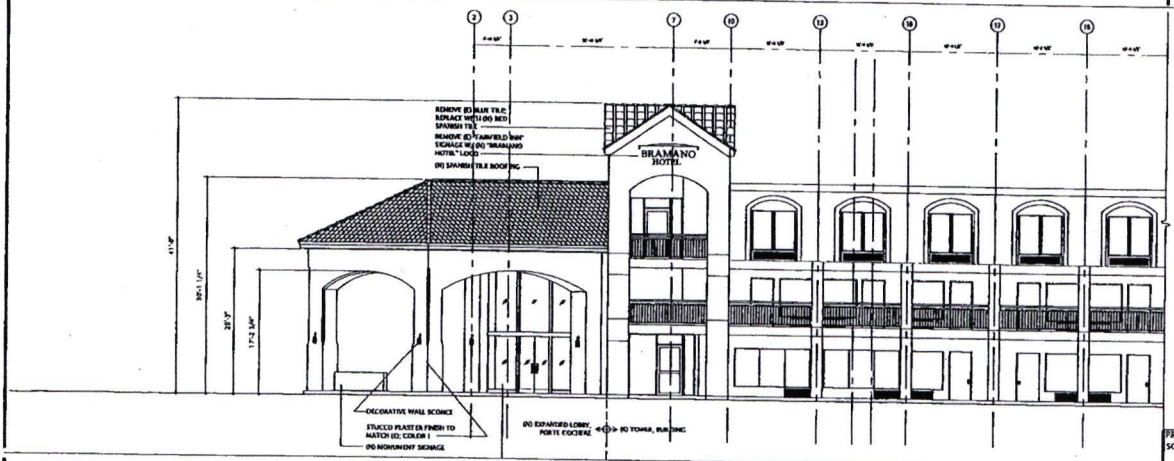
EXISTING SOUTH ELEVATION
SCALE: 3/32" = 1'-0"



EXISTING EAST ELEVATION
SCALE: 3/32" = 1'-0"



PROPOSED SOUTHEAST ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED EAST ELEVATION
SCALE: 1/8" = 1'-0"

1	10 MAY 2006	DESIGN REVIEW SUBMITTAL

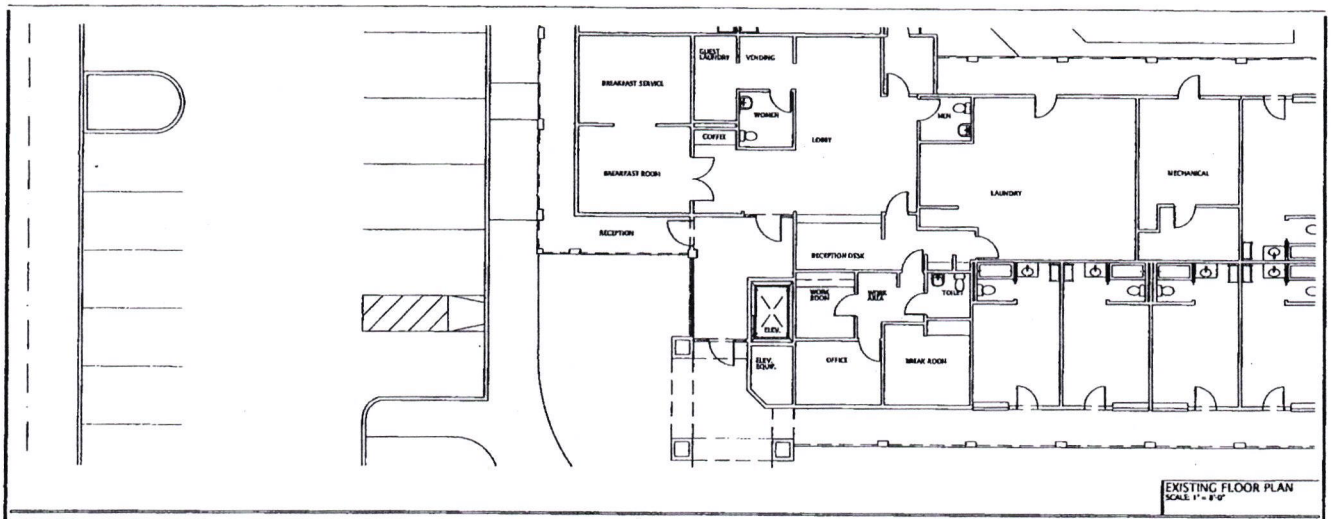
joseph mullins design
800 w. 9th st #601
los angeles california
90015
213.627 3761
213.627 8367

BRAMANO
HOTEL

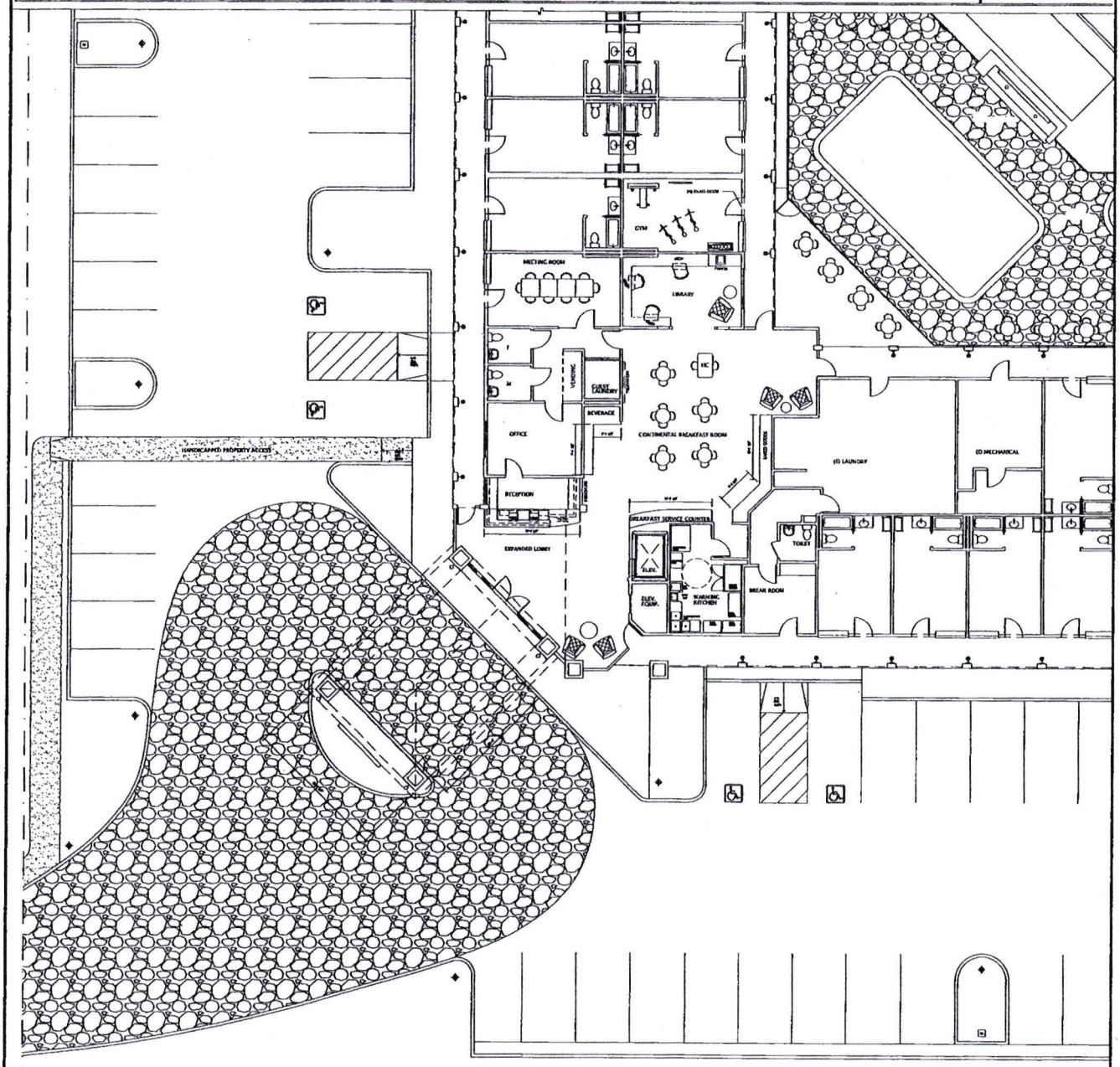
10715 WHITE ROCK ROAD
RANCHO CORDOVA,
CALIFORNIA

ELEVATIONS
AS NOTED
SCALE: AS INDICATED

A2.0



EXISTING FLOOR PLAN
SCALE: 1" = 8'-0"



PROPOSED FLOOR PLAN
SCALE: 1" = 8'-0"

1	13 MAY 2006	DESIGN REVIEW SUBMITTAL

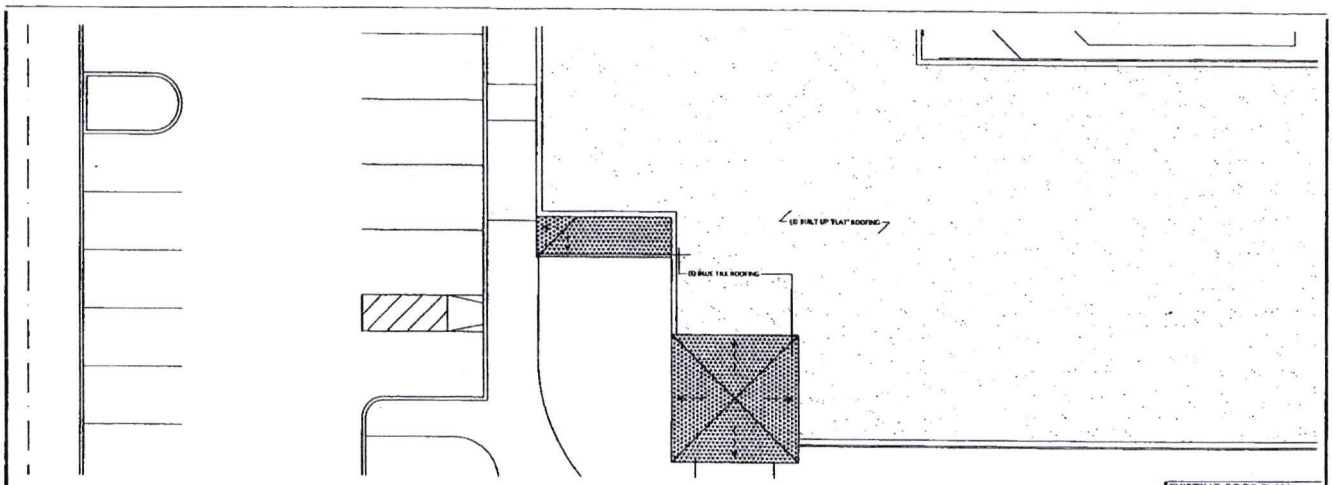
Joseph mullins design
600 w. 9th st #601
los angeles california
90015
213.622.3748f
213.627.0347f

BRAMANO HOTEL

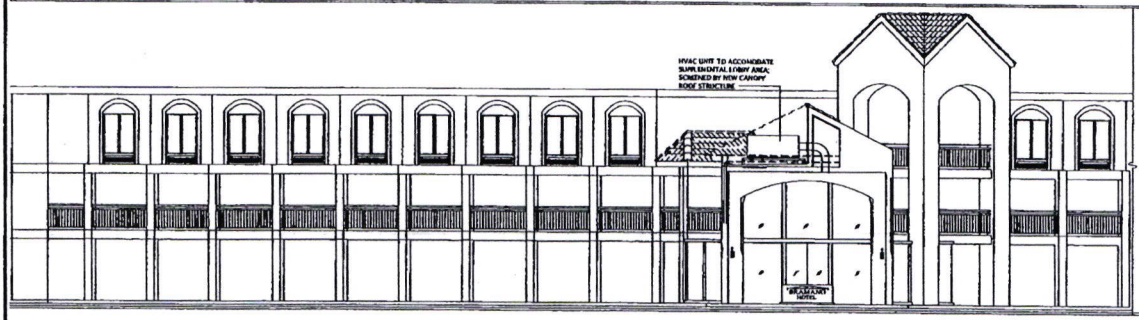
10715 WHITE ROCK ROAD
RANCHO CORDOVA,
CALIFORNIA

SCALE: 1" = 8'-0"

A3.0



EXISTING ROOF PLAN
SCALE: 1" = 8'-0"



MECHANICAL SECTION
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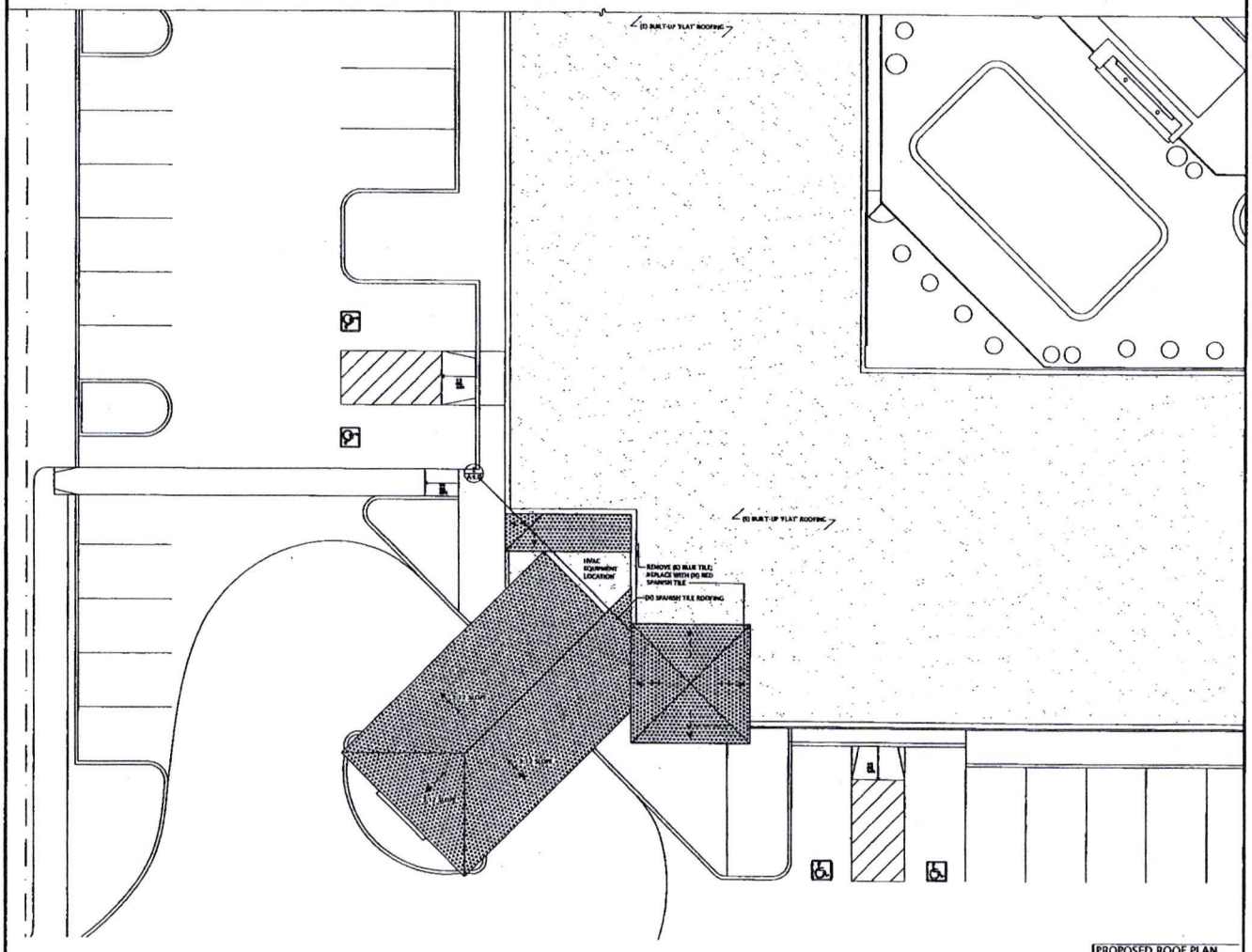


PROPOSED ROOF PLAN
SCALE: 1" = 8'-0"

1	10 MAY 2006	DESIGN REVIEW SUBMITTAL

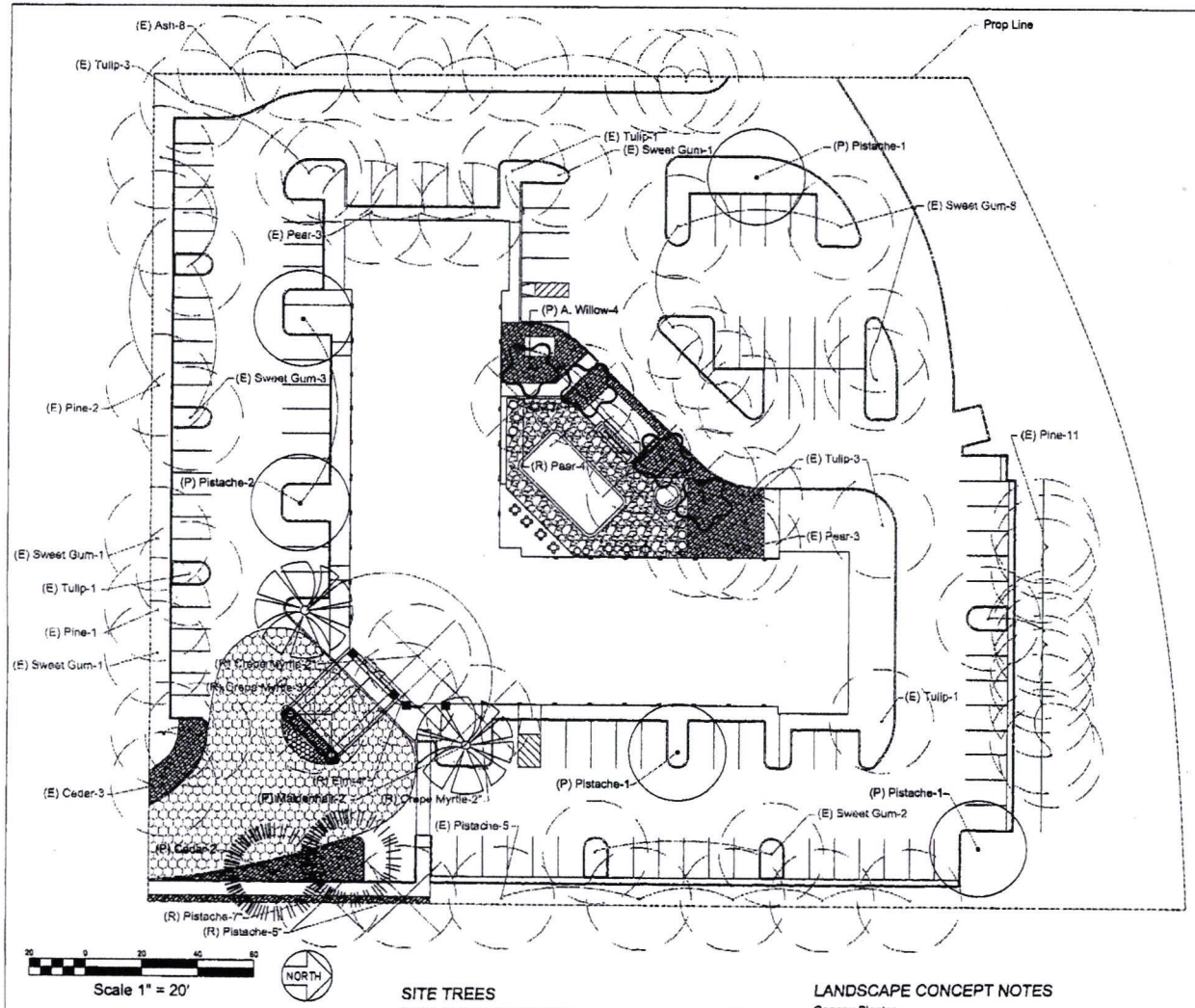
joseph mullins design
800 w. 9th st #608
los angeles california
90015
213.622.3760
213.627.8367

BRAMANO
HOTEL

10715 WHITE ROCK ROAD
RANCHO CORDOVA,
CALIFORNIA

SCALE: 1" = 8'-0"

A4.0



SITE TREES

TOTAL EXISTING SITE TREES	71
EXISTING TREES TO REMAIN	62
TREES TO BE REMOVED	9
NEW TREES TO BE INTRODUCED (5-15 gallon, 8-24" Box)	13

NOTE: No trees scheduled to be removed are greater than 7" caliper. There are no oak trees on this site.

LANDSCAPE CONCEPT NOTES

Canopy Planter

1. Intent is to provide year around seasonal color and textural interest through the use of accent perennials, annual flowers and evergreen plant materials.

Entrance Drive Isle Planters

1. This area shall receive plants that differentiate themselves from the surrounding offsite plant palette so-as to announce the entrance to the property.

Pool Side Planters

1. Plant palette is intended to acheive a mild tropical appearance through the use of colorful foliage and tropical textures. Plant material requiring minimal care and is relatively litter free.

PLANT LEGEND

EXISTING TREES

SYMBOL	DESCRIPTION	LABEL-QTY or CALIPER
	Existing Tree To Remain	(E) Pistache-7
	Existing Tree To Be Removed	(R) Pistache-6"

PROPOSED TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE	SIZE	QTY
	Cedrus deodora	Deodor Cedar	Low	24" Box	2
	Ginkgo biloba Princeton Sentry	Maidenhair Tree	Low	24" Box	2
	Geijera parviflora	Australian Willow	Med	24" Box	4
	Pistacia chinensis	Chinese Pistache	Low	15 Gallon	5

PROPOSED SHRUBS AND GROUD COVER

SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE	SIZE	QTY	COMMENTS
	Annuals	Seasonal Color	High	4" Pots		12" OC
	Agapanthus Peter Pan	Dwf. Lily of the Nile	Low	1 Gallon		24" OC
	Berberis autropurpurea	Purple Barberry	Low	5 Gallon		4'Hx5'W
	Canna tropicana	Tropicana Lily	Med	5 Gallon		5'Hx4'W
	Cycas revoluta	Sago Palm	Med	15 Gallon		4'Hx6'W
	Juniper Sea Green	Sea Green Juniper	Low	5 Gallon		4'Hx5'W
	Miscanthus Yaku Jima	Eulalia Grass	Med	5 Gallon		6'Hx5'W
	Phormium Maori Maiden	Maori Maiden Flax	Med	5 Gallon		3'Hx3'W
	Pittosporum Wheeler's Dwf.	Dwarf Mock Orange	Med	5 Gallon		2'Hx4'W
	Rhaphiolepis Pink Lady	Indian Hawthorne	Low	5 Gallon		4'Hx5'W
	Trachelospermum jasminoides	Star Jasmine	Low	1 Gallon		24" OC

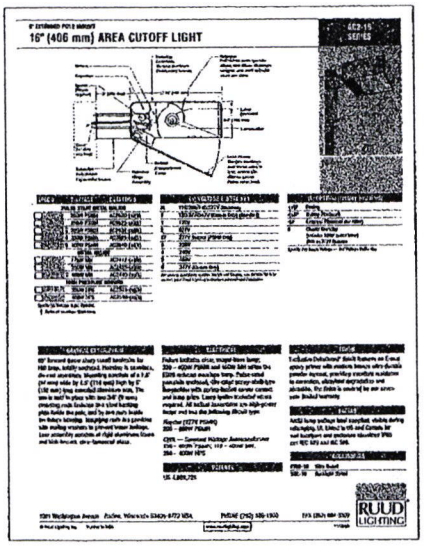
SHADE CALCULATIONS

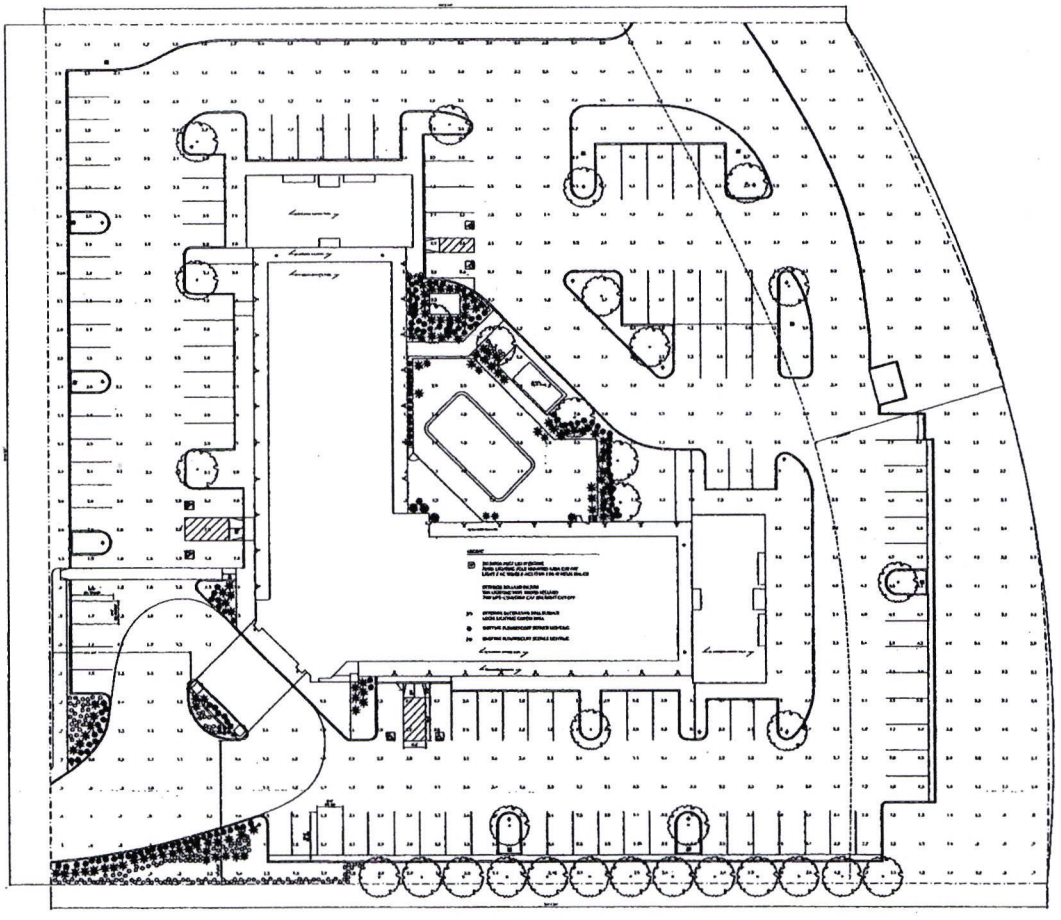
Existing Tree Variety	(Common)	Full Value	Full	¾	Half	¼	Total Sq.'
30' Trees							
Liquidamber styraciflua	Sweet Gum	707 sq.'	9		4		7777
Pinus palustris	Pine	707 sq.'	1		4		2121
Pyrus calleryana	Pear	707 sq.'			1		354
35' Trees							
Cedrus deodora	Cedar	962 sq.'			1		481
Liriodendron tulipifera	Tulip Tree	962 sq.'	2	1	1		3127
Pistacia chinesis	Pistache	962 sq.'			3	3	2164
Proposed Tree Variety	(Common)	Full Value	Full	¾	Half	¼	Total Sq.'
Cedrus deodora	Cedar	962 sq.'			1		481
Ginkgo biloba	Maidenhair	962 sq.'		2			1443
Pistacia chinesis	Pistache	962 sq.'	3	1	1		4089
Total Shade Area Provided							22037
Parking Area							26499
Shade required		50%					13250
Shade Provided		83%					22037

PRELIMINARY PLANTING PLAN
1"=20'
LP

BRAMANO HOTEL
10715 WHITE ROCK ROAD
RANCHO CORDOVA, CALIFORNIA

LANDSCAPE VISIONS, INC.





SITE PHOTOMETRICS
SCALE: 1" = 20'-0"

1	19 MAY 2009 DESIGN REVIEW SUBMITTAL

joseph mullins design
600 w. 9th st #601
los angeles california
90015
213.623.3760

BRAMANO HOTEL
10715 WHITE ROCK ROAD
RANCHO CORDOVA,
CALIFORNIA

SITE PLAN
SCALE: AS NOTED

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
1.	The project shall be constructed in substantial compliance with the approved Design Review plans (Exhibit A) for the Bramano Hotel APN 072-0210-096, project number RC-06-237.	On-Going	Planning	
2.	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	
	Prior to Issuance of Building Permits			
3.	The landscape plans shall be reviewed by the Planning Director prior to installation.	Prior to Building Permits	Planning	
4.	The exterior building elevations shall be reviewed for architectural consistency with the approved plans by the Planning Director.	Prior to Building Permits	Planning	
5.	The new canopy shall be constructed with an unobstructed vertical clearance underneath of 13 feet, 6 inches to allow movement of the fire apparatus.	Prior to Building Permits	Sacramento Metro Fire	
6.	The new canopy shall be protected by a fully automatic fire sprinkler system connected to the existing building's fire sprinkler system.	Prior to Building Permits	Sacramento Metro Fire	

		Timing/ Implementation	Enforcement/ Monitoring	Verification (Date and Signature)
	Prior to Issuance of Occupancy Permit			
7.	An inspection of the finished building, colors, site amenities and parking lot improvements shall be conducted by the Planning Director.	Prior to final inspection	Planning	

Advisory Comments- Sacramento Metropolitan Fire

- Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background. Where multiple occupancies are serviced by vehicular access to the rear of the building via any driveway, alleyway, or parking lot the numbers or addresses shall be displayed on the rear of the building.

Advisory Comments- Rancho Cordova Police Department

1. The reception/guest relations desk shall be placed in a location that will provide a full view of the parking and public areas of this hotel. This is to allow hotel staff to monitor activities at the front of the hotel, and allow for visibility of all guests entering and exiting the hotel.
2. A street address number shall be displayed in a prominent location on the street side of the structure in such a position that the number is easily visible to approaching emergency vehicles.
3. The numerals shall be no less than six (6) inches in height and shall be of a contrasting color to the background to which they are attached.
4. The numerals shall be lighted at night.
5. All landscaping on the site shall be of the same 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. A partial list of materials is available from the Sheriff's Department upon request.

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Bill Thomas, Chief Financial Officer

SUBJECT: **ELECTIONS ON THE PROPOSITION OF AMENDING THE RATE AND METHOD OF APPORTIONMENT AND AUTHORIZED FACILITY AND RESOURCES FOR CFD'S 2004-1 AND 2005-1**

RECOMMENDATION

Continue the public hearing and elections to September 5, 2006 at the request of the developer.

RESULT OF RECOMMENDED ACTION

No action to be taken on August 7.

AGENDA ITEM #22

MEMORANDUM

DATE: August 7, 2006

TO: Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT - AWARD OF CONTRACT #85-2006**

$4.5 mill. in road rehab + $3 mill. in this contract.

RECOMMENDATION

It is recommended that the Council adopt Resolution150-2006 authorizing subject contract be awarded to the lowest responsive bidder Granite Construction, Inc. in the amount of $2,998,998. The contract agreement between the City of Rancho Cordova and Granite Construction, Inc. is provided in **Attachment 3**.

BACKGROUND

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for the placement of rubberized asphalt concrete pavement overlay, for the removal and replacement of curb, gutter and sidewalk improvements, for the installation of sidewalk ramps, storm drainage inlets, storm drain pipes and thermoplastic pavement striping and marking and for asphalt pavement removal and reconstruction within the limits of work on Explorer Drive, Vanguard Drive, Ambassador Drive, Rod Beaudry Drive, and Trinity River Drive.

Bids were solicited on the City of Rancho Cordova web site as well as with the Sacramento and El Dorado Builders Exchange beginning July 11, 2006. Bids were also solicited in the Grapevine publication on July 14, 2006 and July 21, 2006. The bids were publicly opened on July 28, 2006 at City Hall, 2729 Prospect Park Drive, Rancho Cordova 95670.

BID INFORMATION:

Four (4) contractors bid on the project. The Engineer's estimate was $2,840,000. The lowest bid was $2,998,998, the average bid was $3,281,628, and the highest bid was $3,577,349. The Bid Summary Sheet is provided in **Attachment 2**. The lowest bid is approximately 5.5% higher than the Engineer's estimate. This project is included in the City's Fiscal Year 2006-2007 adopted budget and is funded through Gas Tax and Prop. 42 funds. The City has also received a grant from the California Integrated Waste Management Board for $175,000 from the Targeted Rubberized Asphalt Concrete Incentive Grant Program which will be applied to this project.

AGENDA ITEM # 23

Attachments:

Attachment 1 – Resolution 150-2006
Attachment 2 – Bid Summary Sheet
Attachment 3 – Agreement between the City of Rancho Cordova and Granite Construction

ATTACHMENT 1

Resolution No. 150-2006

A Resolution of the City Council of the City of Rancho Cordova Authorizing the City Manager to Execute a Contract with Granite Construction Inc. for the 2006 Rancho Cordova Road Rehabilitation Project

CITY OF RANCHO CORDOVA

RESOLUTION NO. 150-2006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH GRANITE CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE 2006 RANCHO CORDOVA ROAD REHABILITATION PROJECT

WHEREAS, the City is desirous of entering into a contract with Granite Construction, Inc.; and

WHEREAS, the purpose of the contract is for the construction of the 2006 Rancho Cordova Road Rehabilitation Project; and:

WHEREAS, the contract is for the amount of $2,998,998; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Rancho Cordova authorizes the City Manager of the City of Rancho Cordova to execute a contract with Granite Construction, Inc. This resolution shall become effective immediately upon adoption.

PASSED and ADOPTED at a meeting of the City Council of the City of Rancho Cordova held on the7th day of August 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert J. McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk

ATTACHMENT 2

Bid Summary Sheet

2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT
CONTRACT #85-2006

2006 Rancho Cordova Pavement Rehabilitation Project

Rancho Cordova City Hall

2729 Prospect Park Drive, Rancho Cordova, CA 95670

July 28, 2006 - 2:00 P.M.

Letter Designation	Contractor	Base Bid Amount	Proposal Signed	Bidders Bond	Contractors License	Non-Collusion	Designation of Subs	Experience Qualification
A	Teichert Construction	$3,577,349.25	X	X	X	X	X	X
B	McGuire Hester	$3,121,345.00	X	X	X	X	X	X
C	Granite Construction	$2,998,998.00	X	X	X	X	X	X
D	Martin Brother Construction	$3,428,820.30	X	X	X	X	X	X
E								
F								
G								
H								
I								
J								
K								
L								
M								

Attendees:

Anna Olea-Moger, Assistant City Clerk

Mike Manasco, Assistant Civil Engineer

Kathy Garcia, Senior Civil Engineer

ATTACHMENT 3

Agreement Granite Construction Inc. and The City of Rancho Cordova for the 2006 Rancho Cordova Pavement Rehabilitation Project Contract #85-2006

CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND GRANITE CONSTRUCTION COMPANY

THIS AGREEMENT made and entered into this day of _____, between the City of Rancho Cordova ("City") and Granite Construction ("Contractor") as of _____, 2006 for construction services described as 2006 Pavement Rehabilitation Project.

WITNESSETH:

WHEREAS, the City Council for the City heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and therefore did approve and adopt said plans and specifications; and

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

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

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

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

Section 1. **CONTRACT DOCUMENTS.** The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated March 2004.; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. **SCOPE OF WORK.** That the Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. 85-2006, as provided for and set forth in said plans and specifications, or in either of them, which said plans and specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with said plans and specifications, together with the right to require the Contractor to replace any and all work furnished by the

Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

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

Section 4. **PAYMENT**. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: ($2,998,998.00). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

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

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

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

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

Section 8. **PERFORMANCE AND PAYMENT BONDS**. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Division 3, Part 4, Title 15, Chapter 7, and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not

operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 9. INDEMNIFICATION. The Contractor shall defend, indemnify the City and save harmless the (including their officers, agents, members, employees, affiliates, and representatives) as set forth in Section 6-2 of the Standard Specifications.

Section 10. MISCELLANEOUS PROVISIONS. This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of in the same manner as if such parties had been expressly named herein. All times states herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.

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

CITY OF RANCHO CORDOVA

_____
Ted Gaebler, City Manager

Date: _____

Attest:

_____
Lillian Hare, City Clerk

Date: _____

Approved as to Form:

_____
Steve Meyers, City Attorney

Date: _____

CONTRACTOR

_____
[NAME, TITLE]

Date: _____

EXHIBIT A

CONTRACTORS BID

CITY OF RANCHO CORDOVA

BID FORM

Project No. **06-08**

Project: 2006 Rancho Cordova Pavement Rehabilitation Project

SUBMIT BID TO:

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

BID OPENING:

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

NO LATER THAN: **2:00 PM**
DAY OF BID July 28, 2006

APPROXIMATELY 2:10 P.M.

TO: City Clerk
City of Rancho Cordova

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

CITY OF RANCHO CORDOVA

PROPOSAL FOR

2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT

TO: Public Works Department
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670

Name of Bidder: GRANITE CONSTRUCTION COMPANY

Business Address: P.O. Box 50085

City, State, Zip: Watsonville, CA 95077

Telephone No. (with area code): 831-724-1011

The work for which this proposal is submitted is for construction in accordance with the Special Provisions and contract annexed hereto, the project Plans described below, the Specifications and the Labor and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bids for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work, an item price and a total for the item and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total Amount" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In the case of discrepancy between the written prices and the numerical prices, the written prices shall prevail

In case of discrepancy between the unit prices and the total amount, the unit prices shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a Unit Price for a said item is not readable or otherwise not clear, or is omitted, or is the same amount as the entry in the Total Amount column, then the amount set forth in the Total Amount column for the line item shall prevail and shall be divided by the Estimated Quantity for the said item and the price thus obtained shall be the Unit Price amount.

(b) (Decimal Errors) If the total of the entered Unit Price multiplied by the given Estimated Quantity is **exactly** off by a decimal factor (i.e. ten, one hundred, etc. or, one-tenth, one-hundredth, et.) from the entered Total Amount, the

discrepancy will be resolved by using the entered Unit price or entered Total Amount, whichever most closely approximates (by percentage) the Unit Price or Total Amount in the Engineer's Cost Estimate.

The contract shall be awarded to the contractor submitting the lowest responsive and responsible Total Bid.

The City of Rancho Cordova desires wherever possible to hire qualified City of Rancho Cordova residents to work on City projects. Contractors, subcontractors and consultants will, wherever possible, solicit proposals from qualified local firms and will, wherever possible, employ qualified local residents to work on City projects.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the City within **eight (8) working days**, after the bidder has received notice from the City and the contract has been awarded, the City may, at its options, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same become and be the property of the City of Rancho Cordova.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the locations of the proposed work, the attached proposed form of contract, and the plans therein referred to: and that the bidder proposes and agrees if this proposal is accepted, that the bidder will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that the bidder will take in full payment therefor the item prices as contained in the Bid Schedule, to wit:

Note:
For this proposal to be considered complete and responsive the bidder must complete all of the documents and certificates contained within this proposal and properly execute the proposal.

BID SCHEDULE

2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT

The following quantites are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Director of Public Works. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	ITEM TOTAL
1	Traffic Control Plan	1	LS	$2,700.00	$2,700.00
2	Storm Water Pollution Control Plan	1	LS	23,000.00 ~~23,000.00~~ JH	23,000.00
3	Portable Changeable Message Sign(s)	1	LS	32,000.00 ~~32,000.00~~ JH	32,000.00
4	Clearing and Grubbing	1	LS	126,399.50	126,399.50
5	Roadway Excavation	250	CY	45.00	11,250.00
6	Unsuitable Material, Excavation & Backfill	250	CY	45.00 ~~45.00~~ JH	11,250.00
7	Class 2 Aggregate Base	250	TONS	85.00	21,250.00
8	Type A Asphalt Concrete	940	TONS	150.00	141,000.00
9	Minor Pavement Reconstruction	470	CY	48.00	22,560.00
10	Pavement Planing (Wedge Grinding)	289,230	SF	0.45	130,153.50
11	**ARHM-GG Pavement Overlay**	**8,895**	**TONS**	124.00	1,102,980.00
12	**Pavement Reinforcing Fabric**	**11,300**	**SY**	2.00	22,600.00
13	Remove and Replace Type 1 A PCC Curb and Gutter	6,220	LF	60.00	373,200.00
14	Remove and Replace Type 2 PCC Curb and Gutter	230	LF	90.00	20,700.00
15	Remove Existing Sidewalk & Construct PCC Sidewalks & Sidewalk Ramps	26,295	SF	10.00	262,950.00
16	Detectable Warning Surface	163	EA	350.00	57,050.00

BID SCHEDULE
2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT
(continued)

17	Lower Manhole Frame and Cover	164	EA	250.00	41,000.00
18	Adjust Manhole Frame & Cover to Grade	164	EA	550.00	90,200.00
19	Remove Storm Drain Inlet	33	EA	1,300.00	42,900.00
20	Type B Storm Drain Inlet	33	EA	2,200.00	72,600.00
21	Abandon Existing Storm Drain Inlet Lateral	33	EA	250.00	8,250.00
22	12" RCP CL 3 Storm Drain Inlet Lateral	1,680	LF	165.00	277,200.00
23	12" RCP CL 4 Storm Drain Inlet Lateral	100	LF	175.00	17,500.00
24	Repair Existing Storm Drain Manhole	19	EA	1,800.00	34,200.00
25	Type 1 Striping	18,400	LF	0.50	9,200.00
26	Type 8 Striping	350	LF	0.50	175.00
27	Type 21 Striping	235	LF	1.00	235.00
28	Type 38A Striping	605	LF	1.00	605.00
29	Type 39 / 39A Striping	33,475	LF	0.80	26,780.00
30	12" Wide White Stop Bar Limit Line and Crosswalk Striping	3,605	LF	2.00	7,210.00
31	Pavement Marking	3,300	SF	3.00	9,900.00

TOTAL ESTIMATE 2,998,998.00

TOTAL BID TWO MILLION NINE HUNDRED NINETY EIGHT THOUS
Written NINE HUNDRED NINETY EIGHT AND 00/100

Contractor's Signature: GRANITE CONSTRUCTION COMPANY BY: Jigisha Desai

Contractor's Name (Printed): Jigisha Desai, Assistant Secretary

CITY OF RANCHO CORDOVA

BIDDER'S BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

THAT we, GRANITE CONSTRUCTION COMPANY, as Principal, and Federal Insurance Company,

as Surety, are held and firmly bound unto the City of Rancho Cordova, hereinafter called CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Rancho Cordova, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, administrators, and executors and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of $Ten Percent (10%) of Bid Amount

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the Principal has submitted the above-mentioned bid to the City of Rancho Cordova, for certain construction specifically described as follows, for which bids are to be opened at Rancho Cordova, California, on **July 28, 2006,** for the work to be done consist, includes the furnishing of all labor, materials, and equipment the placement of rubberized asphalt concrete pavement overlay for the removal and replacement of curb, gutter and sidewalk improvements for the installation of sidewalk ramps, storm drainage inlets, storm drain pipes and thermoplastic pavement striping and marking and for asphalt pavement removal and reconstruction within the limits of work on Explorer Drive, Vanguard Drive, Ambassador Drive, Rod Beaudry Drive, and Trinity River Drive, as well as other items and details not mentioned above but described in the Special Provisions or shown on the plans or as designated by the Engineer.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and within the time and manner required under the Specifications, after the prescribed forms are presented to him/her for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the City of Rancho Cordova, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law and in all other aspects perform the agreement and obligations created by the acceptance of the Bid, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day of July 24, , 2006.

GRANITE CONSTRUCTION COMPANY

Principal By: _____
Signature

Jigisha Desai
Print or Type

Title: Assistant Secretary

Federal Insurance Company

Surety By: _____
Signature

Mary H. Lonergan
Print or Type

Title: Attorney-in-Fact

Address: 15 Mt. View Road

Warren, NJ 07059

NOTES:

1. Signature of those executing for the Surety must be properly acknowledged.

2. The bid bonds for the three acceptable lowest bidders shall be retained until the City Council has accepted the successful bidder. All other bid bonds shall be returned to the bidder five (5) working days after bid opening.

CITY OF RANCHO CORDOVA

CONTRACTORS LICENSE FORM

Project No. 06-08

Project: 2006 Rancho Cordova Pavement Rehabilitation Project

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

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

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

CERTIFICATION

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

Contractor's License No. 89 **Expiration Date:** 05/31/07

Contractor's Classification: A

GRANITE CONSTRUCTION COMPANY
Contractor's Name (Printed)

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

July 28, 2006
Date

Jigisha Desai
Bidder's Name (Printed)

Assistant Secretary
Bidder's Title

CITY OF RANCHO CORDOVA

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF ~~SACRAMENTO~~ Santa Cruz)

Jigisha Desai, being first duly sworn, deposes and says that he or she is Assistant Secretary of * the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

*GRANITE CONSTRUCTION COMPANY
Contractor's Name (Printed)

BY: Jigisha Desai
Bidder's Signature
(same signature as on Bid Proposal)

July 28, 2006
Date

Jigisha Desai
Bidder's Name (Printed)

Assistant Secretary
Bidder's Title

Subscribed and sworn to before me

this 28th day of July, 2006.

BY: /Catherine Hope Horvath, Notary Public
Signature of Notary Public

CH1076

CATHERINE HOPE HORVATH
Comm. 1631201
NOTARY PUBLIC-CALIFORNIA
SANTA CRUZ COUNTY
MY COMMISSION EXPIRES DEC 18, 2009

CITY OF RANCHO CORDOVA

DESIGNATION OF SUBCONTRACTORS

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

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

SUBCONTRACTOR (Name & Location)	PORTION OF WORK	ESTIMATED DOLLAR AMOUNT
Centerline Striping Elk Grove, CA	Striping	$ 70,800.00
Kenti Oil Service Stockton, CA	Tack & Fabric	$ 44,400.00

GRANITE CONSTRUCTION COMPANY
Contractor's Name (Printed)

July 28, 2006
Date

BY: Jigisha Desai
Bidder's Signature
(same signature as on Bid Proposal)

Jigisha Desai
Bidder's Name (Printed)

Assistant Secretary
Bidder's Title

CITY OF RANCHO CORDOVA

EXPERIENCE/QUALIFICATIONS STATEMENT

The Bidder has been engaged in the contracting business, under the present business name for 84 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 84 years.

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

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

Year	Type of Work	Contract Amount	Owner/Agency for Whom Work was Performed
	SEE ATTACHED LIST OF COMPLETED JOBS		

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

Quantity	Name, Type and Capacity	Condition	Location
	See attached list		

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

GRANITE CONSTRUCTION COMPANY
Contractor's Name (Printed)

July 28, 2006
Date

BY: Jigisha Desai
Bidder's Signature
(same signature as on Bid Proposal)

Jigisha Desai
Bidder's Name (Printed)

Assistant Secretary
Bidder's Title (Printed)

Accompanying this proposal is
Bidder's Bond
(Insert the words "CASH ($_____
)," "CASHIER'S CHECK," or "BIDDER'S BOND," as the case may be.) in amount equal to at least ten percent (10%) of the total bid.

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

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

GRANITE CONSTRUCTION COMPANY - William G. Dorey, President
Michael Futch, Secretary
R.C. Allbritton, Treasurer
Wayne Cornelius, Branch Manager

Licensed in accordance with an act providing for the registration of Contractors License No. 89.

By my signature on this proposal I certify, under the Penalty of Perjury, that the foregoing Non-collusion affidavit and Contractor's License Certification along with all other statements in this proposal are true and correct.

Date: July 28, 2006

GRANITE CONSTRUCTION COMPANY

By: Jigisha Desai
Jigisha Desai, Assistant Secretary Signature(s) of Bidder

Business Address: P.O. Box 50085, Watsonville, CA 95077

Place of Business: 585 W. Beach Street, Watsonville, CA 95076

Place of Residence: N/A

CHUBB

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Deborah S. Jackson, R.C. Allbritton, John D. Gilliland, Jigisha Desai and Mary H. Lonergan of Watsonville, California**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of **Granite Construction Incorporated and all Subsidiaries, alone or in joint venture.**

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **2nd. Day of August, 2005**

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 2nd. day of **August, 2005** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

STEPHEN B. BRADT NOTARY PUBLIC NEW JERSEY

STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this July 24, 2006

FEDERAL INSURANCE COMPANY INDIANA

INDUSTRIAL INDEMNITY COMPANY INCORPORATED FEB. 16, 1893 WISCONSIN

VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com

G... Construction Company
2005 Completed Jobs (Greater than $3 Million)

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor		Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Contract Start Date	Completed Date	Original Estimated Completion Date	Actual Completion Date
			Prime	Sub							
201561	Duke Energy Power Services P.O. Box 690 Moss Landing, CA 95039	Moss Landing Power Plant Moss Landing, CA 50,000 cyd site reclamation and grading project. Extension work including widening and AC paving, drainage pipe 2,000 LF of 12" to 24" storm drain pipe.	X		None	Josh Fleischer (831) 901-4354 (831) 633-6790	4,736,746	8/14/2000	12/31/2005	6/30/2002	12/23/2005
201659	Gonzales, City of P.O. Box 647 Gonzales, CA 93926	Gonzales Downtown Revitalization Gonzales, CA Downtown redevelopment project to beautify 4 blocks , curb, gutter, concrete sidewalks, overhead trellises and AC paving.	X		None	Carlos Lopez (831) 675-4205 (831) 675-2644 (F)	4,962,191	10/1/2002	12/31/2005	11/1/2004	11/15/2005
201721	Clark and Monterey Bay Housing, LLC P.O. Box 8540 Seaside, CA 93955	Hayes Park (Fort Ord) Seaside, CA Site Development: Street demolition, sewer, water and storm drain, pad grading and site grading. AC paving and overlay, curb & gutter, sidewalks. Sewer included 6,300 LF of 8" SDR-35 and 120 LF of 8" DIP. Storm drainage included 130 LF of 12", 840 LF of 18" and 325 LF of 8" HDPE pipe. Water drainage included 6,570 LF of 8" C900 class 200.		X	Clark Realty Builders, L.P. 2 Bethesda Metro Center Suite 250 Bethesda, MD 20814	Allen Brandt (831) 583-2726 (831) 583-2776 (F)	4,103,470	12/15/2003	12/31/2005	1/31/2005	4/1/2005
201733	US Army Engineer District Valley Resident Office Attn: Mr William R Cameron 2021 Jefferson Blvd West Sacramento, CA 95691	San Lorenzo River Phase 3, River Diversion, Soil Nail Wall Contract #: W91238-04-C-0013 Santa Cruz, CA Installation of Soil Nail & Soldier Beam Lagging Walls. Use of portable coffer dam to divert San Lorenzo River under heavy tidal influence to construct walls and install riparian habitat. Adjacent street reconstruction with curb & gutter, sidewalks, and historic features. AC paving overlay. Storm drainage 10,000 sf minimal 18" RCP over a span of 70ft.	X		None	Frank Smith (408) 289-8704 (408) 289-8325 (F) frank.e.smith@usace.army.mil	4,625,081	4/19/2004	12/31/2005	11/30/2004	1/1/2005
201746	Pajaro Valley Unified School District Construction Department 294 Green Valley Road Watsonville, CA 95076	Aptos High School Expansion Contract #: 500516 Aptos, CA 40,000 yd site excavation to move existing parking lots and build 2 new baseball fields, track improvements, tennis court, sub grades and site work. (Track and baseball fields were not synthetic AC and SS paving were used.) New signalized intersection with safety improvements. Drainage included 3,400 LF of SD 1,250 LF of SS and 1,050 LF of WL.	X		None	Terry McHenry (831) 786-2100 (831) 728-8160 (F)	4,553,419	6/21/2004	12/31/2005	11/19/2004	6/10/2005
201760	CA Department of Transportation Accounting Service Center Ms#25 1120 "N" Street, Room 200 Sacramento, CA 94273	Hwy 68 Rehabitation Contract #: 05-491504 Salinas, CA 4 1/2 miles of roadway reconstruction with curb & gutter, sidewalks. Installation of underground utilites: Storm drainage included 38 different types of pipes ranging from 8" to 24" in diameter in the entire project. AC paving and traffic signals.	X		None	Jennifer Wilson (831) 375-1621	11,180,684	9/1/2004	12/31/2005	7/31/2005	12/9/2005

Granite Construction Company
2005 Completed Jobs (Greater than $3 Million)

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontract		Name of Contractor (if you are a subcontractor)	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Contract Start Date	Completed Date	Original Estimated Completion Date	Actual Completion Date
			Prime	Sub							
203013	CA Department of Transportation 1120 N Street Sacramento, CA 95814	01-301704 Pieta Creek Hwy 101 Contract #: 01-301704 Mendocino County, CA Widen from 2 lanes to 4 lanes, work included Roadway excavation, storm drain, concrete bridge, rip rap, base and AC paving	X			Osama Abu-Markhieh, R.E. (707) 498-0234 (707) 485-6042 (F)	15,865,000	5/16/2002	12/31/2005	12/31/2005	7/20/2004
205306	Sierra Calvine, LLC 3600 American River Dr., Ste. 105 Sacramento, CA 95864	Placer Corporate Center Placer County, CA Excavation, AC paving, grading, concrete curb and gutter, underground utilities. Pipe work included: 3,000 LF of 12" - 18" PVC & SDR.	X		None	Dave Econome (916) 974-3355 (916) 974-3390 (F)	4,663,882	9/13/1999	12/31/2005	12/31/2001	10/2/2002
205325	Sacramento, City of 927 10th Street Sacramento, CA 95814	Del Paso Nuevo Sacramento, CA Subdivision sitework, grading, underground utilities excavation, AC paving, curb and gutter and sidewalks.	X		None	Tim Mar (916) 264-7531 (916) 264-7903 (F)	6,604,210	8/7/2000	12/31/2005	2/1/2005	3/21/2005
205347	CA Department of Transportation 1120 N Street Sacramento, CA 95814	Hwy 50 Sunrise to El Dorado Hills Blvd. Contract #: 03-4416U4 Sacramento County, CA Highway rebuild. Grading, AC paving, landscape, striping. Storm and down drain: 300 LF of 36" steel, 1,000 LF of 24" CMP.	X		None	H. Kibunguchy (916) 255-1092 (916) 255-1095 (F) kibunguchy@dot.ca.gov	33,726,000	4/16/2001	10/27/2005	3/31/2003	11/4/2005
205381	CA Department of Transportation 1120 N Street Sacramento, CA 95814	I-80/Madison Highway Rebuild Contract #03-3546U4 Sacramento County-Placer County, CA Highway rebuild. Grading, AC paving, landscape, striping, electrical, concrete, excavation.	X		None	Meshak Okpala (916) 338-6570 (916) 338-6572 (F) meshakokpala@dot.ca.gov	32,941,000	7/8/2002	12/31/2005	11/30/2004	5/31/2005
205386	Del Webb 985 Sun City Lane Lincoln, CA 95648	Lincoln Wastewater Treatment Lincoln , CA Facility Sitework. Excavation, subgrade, aggregate base, AC paving and CMP culverts.		X	S. Amoroso Construction Co., Inc 390 Bridge Parkway Redwood Shores, CA 94065	Mike Vitello (916) 434-2248 (916) 434-2607 (F)	3,783,352	7/8/2002	12/31/2005	12/31/2004	1/1/2005
205396	Sacramento City Unified School District 3051 Redding Ave Sacramento, CA 95820	Rosemont High School Sitework Sacramento, CA Grading, AC paving, underground utilites, curb and gutters. Storm drain: 4,000 LF of 24".	X		None	Dave Taxerd (916) 264-4091 (916) 264-3364 (F)	3,691,370	9/9/2002	12/31/2005	12/31/2004	1/1/2005
205413	Sacramento, County of 827 7th Street, Room 304 Sacramento, CA 95814	Sacto Int'L Airport Pave Rehab Contract #: 3708 Sacramento County, CA Grind, petromat overlay, grade, PCCP, drainage, aggregate base, landscape, retaining walls, striping and pavers	X		None	Scott Maddux (916) 876-6262 (916) 876-6393 (F) maddux@sacounty.net	4,337,000	6/30/2003	12/31/2005	11/1/2004	9/30/2005

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor		Name of Contractor, if you are a Subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Contract Start Date	Completed Date	Original Estimated Completion Date	Actual Completion Date
			Prime	Sub							
205414	Del Webb 354896 985 Sun City Lane Lincoln, CA 95648	Package 4 Retention Basin Lincoln, CA Grade, reinforced concrete, HDDE liner, underground utilites. Drainage: 2,000 LF of 8" - 12"	X		None	Mark Owens (916) 343-1146 (916) 434-3468 (F)	4,318,135	6/16/2003	12/31/2005	12/31/2004	2/14/2005
205415 **206122	Del Webb 985 Sun City Lane Lincoln, CA 95648	Dell Webb Package 3 Lincoln, CA Pipelines, underground utilities, interceptor sewer Pipe work included: 13,000 LF of 48" - 60" RCP.	X		None	Mark Owens (916) 343-1146 (916) 434-3468 (F)	10,053,620	6/18/2003	12/31/2005	12/31/2004	2/14/2005
205426 **206124	Sacramento, City of 927 10th Street, Suite 200 Sacramento, CA 95814	W. EL Camino Widening Contract #: TV-66 Sacramento, CA Project consists of road widening, one bridge replacement, new underground utilities, concrete sidewalks and median landscaping, AC paving. Storm drain: 1,500 LF of 36".	X		None	Ofelia Avalos (916) 264-5515 (916) 264-7903 (F) oavalos@cityofsacramento.org	4,403,000	9/2/2003	12/31/2005	2/1/2005	6/30/2005
205428	Folsom, City of 50 Natoma Street Folsom, CA 95630	Folsom-Auburn Road Widening Folsom, CA Grading, paving, underground utilities, AC paving, grinding, modular brick walls.	X		None	Dave Nugen (Sr. Civil Eng) (916) 355-7247 Fax # Not Available	3,187,821	8/11/2003	12/31/2005	1/1/2005	1/1/2005
205446	Woodland, City of 300 First Street Woodland, CA 95695	City of Woodland Rehab Woodland, CA Grinding, AC paving, concrete, underground Utilities. Storm drain 100 LF of 8' - 12"	X		None	Tammy Burnham (530) 661-5968 Fax # Not Available	3,499,984	6/29/2004	12/31/2005	12/31/2004	5/31/2005
205473	Sacramento Municipal Utility District P.O. Box 15830 Sacramento, CA 95852	Smud Road Improvement Contract #: 4500032151 Sacramento County, CA Grading, base, AC paving and electrical	X		None	Greg Lyman (916) 732-5822 Fax # Not Available	3,625,524	2/14/2005	12/31/2005	8/31/2005	8/8/2005
207638	CA Department of Transportation P.O. Box 942874 Sacramento, CA 94274	Hollister Ave/Refugio Undercro Contract #:05-0G8704 Santa Barbara, CA Cold Plane Existing Pavement, AC Overlay Project includes cold plane of existing roadway from shoulder to shoulder,replacing w/01.0' open grade mix. Also include 4 separate on and off ramps.Replacement of all striping & highway markings. Grind existing AC and replace.	X		None	Art Infante, R.E. (805) 884-9459 Fax # Not Available	3,463,935	10/1/2004	12/31/2005	1/1/2005	10/31/2005

Granite Construction Company
2005 Completed Jobs (Greater than $3 Million)

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor: Prime	Prime or Subcontractor: Sub	Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner): Phone, Fax, and E-mail (if available)	Contract Amount	Contract Start Date	Completed Date	Original Estimated Completion Date	Actual Completion Date
207660	CA Department of Transportation P.O. Box 942874 Sacramento, CA 94274	Hwy 225 Reconstruction Contract #: 05-487714 Santa Barbara, CA Reconstruct existing hwy by milling out .5' of existing hwy & repave using Type B asphalts. Installation at various locations storm drain pipe, Remove & replace, concrete curbs, sidewalks, striping and install traffic marking. Pipe work included	X		None	Joe Blommer, R.E. (805) 884-9459 Fax # Not Available	5,491,958	10/27/2004	12/31/2005	12/31/2005	8/17/2005
207616	CA Department of Transportation P.O. Box 942874 Sacramento, CA 94274	Hwy 1 Barrier Rail Contract #: 05-0A1304 San Luis Obispo, CA Installation of a new concrete barrier. Excavation, place, base and AC paving, center divider for placement of new barrier.	X		None	Charles Hench (805) 927-4559 (805) 927-4378 (F)	6,573,190	9/3/2003	12/31/2005	3/1/2005	2/25/2005
211437	CA Department of Transportation 11126 Sepulveda Boulevard Ste B Mission Hills, CA 91345	Hwy 14 Hov Lanes Contract #: 07-117104 Mission Hills, CA Highway rehabilitation. Inside widening of SH 14 for HOV lanes. Rehabilitation includes bridge widening, PCC paving and box culvert.	X		None	Kin Kwan (818) 364-2760 kin_w_kwan@dot.ca	26,358,459	8/8/2000	12/31/2005	12/31/2005	1/1/2005
211509	U S Navy Naval Air Weapons Station 1 Administration Circle, Building 978 Ridgecrest, CA 93555	U S Navy Contract #: N68711-03-B-1207 China Lake, CA Overlay project at the China Lake Naval Weapons Center. AC overlay and rubber chip seal.	X		None	Terryl Zade (760) 939-4428 terryl.zade@navy.mil	3,075,000	10/2/2003	12/31/2005	6/15/2005	1/1/2005
211517	Palmdale, City of 38330 N. Sierra Highway Palmdale, CA 93550	Transportation Center Palmdale, CA Site preparation for bus depot. Site grading, underground drainage, lighting, AC paving, landscaping.	X		None	Lynn Glidden, PM/Engineer (661) 267-5315 lynnglidden@cityofpalmdale.org	5,037,000	12/1/2003	12/31/2005	12/31/2005	5/1/2005
211526	Hart Union High School District 21515 Centre Point Parkway Agua Dulce, CA 91350	Hart UHSD Track & Fields Santa Clarita, CA Highschool track, field and bleacher improvements. Artifical field turf surface and rubberized track, lighting, masonry block retaining walls. 4 schools: Hart, Valencia, Saugus, Canyon. Demo track and field structures, rough grade, install storm system drainage, finish grade base and pave running track, subdrain system, install material for field turf, misc site work and concrete base and wood nailer.	X		None	George Beck (661) 259-0033 Ext 258 gbeck@hartdistrict.org	12,990,000	4/20/2004	12/31/2005	10/31/2004	10/1/2005

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor		Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Contract Start Date	Completed Date	Original Estimated Completion Date	Actual Completion Date
			Prime	Sub							
212250	Town of Mammoth Lakes 437 Old Mammoth Road, Suite R Mammoth Lakes, CA 93456	Old Mammoth Road Pedestrian Improvements Contract #: PW-G-01/02-03 Mammoth Lakes, CA Reconstruction of an existing collector street with associated drainage, lighting, parkway and landscape improvements. Includes AC paving, base, grading, concrete sidewalks and curbs.	X		None	Peter Bernasconi (760) 934-8989 Ext 232 (760) 934-8608 (F) pbernasconi@ci.mamoth-lakes.ca.us	4,879,338	8/19/2002	12/31/2005	5/31/2005	8/19/2005
214422	State of CA, General Services 707 Third St. #3-305 West Sacramento, CA 95605	Coalinga State Hospital Contract #: 5002024 Coalinga, CA Secure Treatment Facility Grading, baserock and AC paving for new prison in Coalinga.		X	Hensel Phelps 2107 N. Street #101 San Jose, CA 95131	Jose Vasquez (408) 452-1800 (408) 322-1855 (F)	7,365,291	11/25/2002	12/31/2005	8/1/2005	10/15/2005
214432	The Regents of the University of California UC Merced College 5320 N. Lake Ave. Merced, CA 95340	UC Merced Site Utilities, Bid Pack 3A Contract #: 449828 Merced, CA Utility Package including potable water, recycle water, storm drain, sewer, and hot and chilled water. Pipe sizes from 4" to 24" VCP and ductile iron totaling over 42,000 L.F.		X	Swinerton Builders 1 Kaiser Plaza #701 Oakland, CA 94612	Karl Klemmick (209) 724-0150 (209) 724-0360 (F)	5,960,112	5/5/2003	12/31/2005	4/1/2005	11/30/2005
214437	The Regents of the University of California UC Merced College 5320 N. Lake Ave. Merced, CA 95340	Mauldin Dorfmeier-Garden Stes Contract #: 906205 Merced, CA Wet utilities, site grading, finish grading, paving flatwork, curb & gutter, and retaining walls.		X	Mauldin Dormeier 3240 N. Millbrook Fresno, CA 93702	Tim Yager (559) 252-4600 (559) 252-4611 (F)	3,513,071	8/25/2003	12/31/2005	12/31/2005	10/31/2005
214443	CA Department of Transportation 2510 South East Street Fresno, CA 93706	Hwy 33 Overlay Near Firebaugh Contract #: 06-385504 From Helm Canal Road to Merced County Line Asphalt overlay, including digouts, new signalization. Experimental rubber AC test strips.	X		None	Margaret Schaeffer (559) 445-5907 (559) 651-8324 (F)	5,594,858	11/15/2003	12/31/2005	5/31/2005	8/18/2005
214446	CA Department of Transportation 2510 S. East Avenue #400 Fresno, CA 93706	Reconstruct Hwy 269 Near Huron Contract #: 06-398104 Fresno County, CA Rt. 198 -12.7 mile widening and overlay of Hwy 269, including drainage systems, headwalls, bridges and equipment crossings. Base for widening, AC paving, rubbized type G and type A. The pipe installed consisted of 24" RCP and 24" x 38" oval RCP totalling 1000 L.F.	X		None	Brent Bullard (559) 445-6313 (559) 651-8324 (F)	8,126,892	12/1/2003	12/31/2005	7/21/2004	1/1/2005

Granite Construction Company
2005 Completed Jobs (Greater than $3 Million)

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			Prime	Sub							
214447	CA Department of Transportation 8530 W. Roosevelt Avenue Visalia, CA 93291	Hwy 63 Reconstruct In Visalia Contract #: 06-339504 Visalia, CA Reconstruction of existing drainage facilities, sidewalk returns, roadway sections, signal and lighting systems through downtown Visalia. Road reconstruction involved removal and replacement of the entire structural section for a depth of approximately 1.8 feet with Class 2 base rock (1.25') and asphalt concrete (0.55'), cold planed approximately (0.55') and replaced with asphalt concrete. Underground reconstruction approximately 31 existing drainage systems by replacing small quantities of piping and installing new concrete drain inlets. Pipe materials were HDPE, RCP and WSP. Approximately 850 LF of pipe.	X		None	Raul Lopez (559) 260-6744 (559) 651-8324 (F)	3,605,107	3/22/2004	12/31/2005	6/15/2005	1/14/2005
214465	Fresno, City of 1919 E. McKinley Avenue Fresno, CA 93703	Fresno Airport Improvements Contract #: 2447 Fresno, CA Rehab Taxiway & Overlay Runway. Earthwork, base rock, AC paving for new taxi-way overlaying main runway, and installed new lighting and storm drain system. Installed 106 LF of 24" CMP pipe.	X		None	Lon Woods (559) 621-4548 (559) 422-1079 (F)	9,251,807	7/19/2004	12/31/2005	11/15/2005	6/30/2005
214470	Western Pacific Housing 1210 Central Blvd. Brentwood, CA 94513	Greenhills Estates (Block 14 On-Site) Contract #: 475362 OF Brentwood, CA Earthwork, wet utilities, curb & gutter, sidewalks AB & AC paving, and masonry sound wall for subdivision.		X	Western Pacific Housing Management 1210 Central Blvd. Brentwood, CA 94513	Manuel Aguiniga (925) 634-6023 (925) 516-8693 (F)	3,149,840	9/23/2004	12/31/2005	12/31/2005	10/7/2005
214472	Western Pacific Housing 1210 Central Blvd. Brentwood, CA 94513	Greenhills Estates(Block 15) Contract #: 475362 OF Brentwood, CA Earthwork, wet utilities, curb & gutter, sidewalks AB & AC paving, and masonry sound wall for subdivision.		X	Western Pacific Housing Management 1210 Central Blvd. Brentwood, CA 94513	Manuel Aguiniga (925) 634-6023 (925) 516-8693 (F)	3,221,685	9/13/2004	12/31/2005	11/30/2005	10/6/2005
214495	University of CA, Merced P.O. Box 2039 Merced, CA 95344	UC Merced - A,D,F Contract #: 906000 Merced, CA Earthwork, utilities, paving for campus infrastructure. Installed various pipe from 4" throuh 18". Pipe type includes Ductile Iron, SDR35, HDPE, and Clay sewer pipe. Total length was 6158 L.F.		X	Prowest PCM, Inc. 22710 Palomar Street Wildomar, CA 92595	David Hobbs (209) 724-4479 (209) 724-4468	4,270,540	5/2/2005	12/31/2005	12/31/2005	11/9/2005

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			Prime	Sub							
215491	Award Homes P.O. Box 3886 Salinas, CA 93912-3886	SM Blossom Ranch Contract #: Sub 001/602-0-0000 Tracy, CA Site Work Including Grading, Underground and AC paving, grade 80,000 CY. 25,842 LF Utilities SD,SDCIP,SS, WAT 20,375 Ton AB, 16025 Tons AC 3,600 CY concrete, 15,400 CY aggregate base	X		None	Bob Champion (408) 985-6044 Fax # Not Available	3,949,050	3/1/2003	12/31/2005	8/31/2005	7/31/2005
215521	Meritage Homes 1800 Sutter Street, Suite H Concord, CA 94520	SM Eastgate Units 1 & 2 Contract #: TR 041203824 Tracy, CA Site Work Including Grading, Underground and AC paving incl 8,200 LF sewer, 2,400 LF storm drain 9,300 LF water line, 2,600 CY concrete 12,000 Ton AC, 50,000 Tons AB	X		None	Chris Noland (925) 288-0088 Fax # Not Available	4,485,190	7/28/2003	12/31/2005	12/31/2005	8/31/2005
215544	Turlock Irrigation District P.O. Box 949 Turlock, CA 95381-0949	TS TID Walnut Energy Center Contract #: PGA 03-042 Turlock, CA Site Work Including Grading, Underground and AC paving, incl 1,000 LF-72" RCP;1,500 LF-12" fire main 150,000 TN overexcavate & recompact 4,000 TN AC	X		None	Keith Watts (209) 883-8523 Fax # Not Available	4,075,653	3/8/2004	12/31/2005	5/31/2005	10/31/2005
216040	Regional Transportation Commission 1105 Terminal Way, Suite 108 Reno, NV 89502	Wells Avenue Rehab Contract #: Pwp# Wa 2004-167 Reno, NV The project included the reconstruction of an existing roadway, including excavation, aggregate base, AC paving, along with approximately 1,550 LF of 10" and 12" RCP Storm drain pipe.	X		None	Doug Maloy (775) 335-1865 (775) 348-0170 (F) dmaloy@rtcwahoe.com	4,799,164	6/6/2004	12/31/2005	1/1/2005	1/1/2005
216088	Reno/Tahoe Airport Authority 2001 E. Plumb Lane Reno, NV 89502	Rita Taxiway "A" North Contract #: 3 PWP-WA-2005-187 Reno, NV Project consisted of the removal and replacement of existing concrete taxiway. Removed 17,000 SY of 14" PCCP and replaced with 9,000 CY of 17" PCCP	X		None	Allen Eckle (775) 328-6462 (775) 328-6463 (F)	4,057,589	6/6/2005	12/31/2005	12/31/2005	12/31/2005
216666	CA Department of Transportation PO Box 168043, Suite PETS 1820 Alhambra Blvd. Sacramento, CA 95816-8043	I-80 Truckee To Floriston Contract #: 03-3A21U4 Between Truckee CA & Floriston, NV Project reconstructed 15 miles of Interstate 80. Scope of work included 6 bridge structures, AC paving and concrete surfacing. Fiber optics conduit, 12" - 36" CMP storm drain laterals and mainline ranging from 50' to 200' length, polyester concrete bridge deck overlay, concrete median barrier rail, lining of existing storm culverts/guardrail.	X		None	Keith Flaherty 530-587-0748 530-582-9106 (F) keith_flaherty@dot.ca.gov	104,901,586	4/1/2001	12/31/2005	6/1/2004	1/1/2005

Granite Construction Company
2005 Completed Jobs (Greater than $3 Million)

Job Number	Name and Address of Owner	Name, Location of Project and Kind of Work	Prime or Subcontractor: Prime	Prime or Subcontractor: Sub	Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Contract Start Date	Completed Date	Original Estimated Completion Date	Actual Completion Date
216794	James Hardie Siding 26300 La Alameda #250 Mission Viejo, CA 92691	Hardie Board Phase 1 Contract #: 02000-4 Storey County, NV Mass Earthwork - Approx. 150,000 CY Grade Site – 1,283,264 SF Sanitary Sewer Pipe – 1,590 LF of 8" & 1,040 LF of 4" Storm Drain Pipe – 2,040 LF of 12" Water Pipe – 1,780 LF of 10", 5,850 LF of 8", 2,945 LF of 6" Telephone Pipe – 900 LF of 4" Placed and Graded 25,385 tons of AB Placed 5,465 tons Type III AC20 Placed 2,500 CY of Site Concrete		X	Hansen-Rice Inc. 1717 Chisholm Drive Nampa, ID 83687	Valmarie Price (208) 442-4269 (208) 465-0272 (F) val@hansen-rice.com	3,154,616	3/22/2004	12/31/2005	1/1/2005	3/18/2005
216085	Sandia National Labs P.O. Box 5800 Albuquerque, NM 87185-0222	Tonopah Test Range Roads Las Vegas, NV Project includes the earthwork and surfacing of remote highway utilizing a remote material source and portable hot plant.	X		None	Richard M Scarine (702) 295-8112 (702) 295-8282 (F) rmscari@sandia.gov	3,815,696	5/9/2005	12/31/2005	11/30/2005	8/31/2005
216744	NV Department of Transportation 4055 East Post Road Las Vegas, NV 89120	UPRR Relocation Contract #: NDOT 3136 Las Vegas, NV The project included the construction of a cast-in-place concrete railroad bridge structure.	X		None	Mario Gomez (702) 486-7930 (702) 486-7215 (F)	7,569,388	1/6/2003	12/31/2005	9/1/2005	9/21/2005
216062	Pioneer Meadows Development, LLC 4741 Caughlin Parkway, Ste. 1B Reno, NV 89509	Lennar - Pioneer Fill Sparks, NV Project included the loading and hauling of +/- 1,400,000 of bank run material.	X		None	Herc Heinle (775) 825-7733 (775) 825-7735 (F)	5,123,248	11/3/2004	12/31/2005	10/1/2005	12/31/2005
217382	AZ Department of Transportation 1651 W. Jackson Street Room 121F Phoenix, AZ 85007	Ruby Rd Ti To Rio Rico Ti Contract #: Tracs: 019 SC 007 H516301C Proj: HPP-STP-019-A(010)N Rio Rico, AZ Reconstructing East Frontage Rd./Widen Bridge Traffic interchange reconstruct; new AASHTO girder bridg, concrete box culverts, concrete barrier, concrete retaining walls, water, sewer, storm drain, road base and AC paving.	X		None	Manny Bonorand (520) 628-5825 (520) 628-5603 (F) mbonorand@dot.state.az.us	13,009,000	3/1/2003	12/31/2005	11/30/2005	11/30/2005
217391	Bovis Lend Lease, Inc. 1801 W. End Avenue, Suite 600 Nashville, TN 37203	Northwest Medical Tucson, AZ Grading, paving, curbs, storm drain, sitework, sewer and water, AC paving. Water 7,200 LF 6", Sewer 1,200 LF 8", 2,400 LF 24" CMP.		X	Bovis Lend Lease, Inc. 1801 W. End Ave., Suite 600 Nashville, TN 37203	Jason Adams (615) 963-2600 (615) 963-2661 (F)	3,189,005	7/25/2003	12/31/2005	1/1/2005	1/1/2005

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			Prime	Sub							
217404	AZ Department of Transportation 1651 W. Jackson Street Room 121F Phoenix, AZ 85007	Sr 85 Mp 126-130 Gila Bend Contract #: 085 MA H595503C Gila Bend, AZ Hiway reconstruct and addition of a divided highway; mass excavation, import borrow, concrete box culverts, 4,800 lf 6" CMP, road base, AC paving.	X		None	Dallas Hammit (928) 317-2100 (928) 317-2107 (F)	8,588,000	3/15/2004	12/31/2005	12/31/2005	9/13/2005
217406	Union Pacific Railroad Company 206 South 19Th Street Omaha, NE 68102	UPRR Tunis To Carne, NM Order #: 28335 Deming, NM Construct 2nd Mainline Tunis to Carne, NM UPRR service. Install a second paralell track line for UPRR. Roadway excavation, import borrow, sub ballast, pile driving, bridge superstructures.	X		None	Ken Bobert (503) 872-1915 (909) 685-3711 (F) (503) 708-6973 Cell kabobert@up.com	7,749,347	4/30/2004	12/31/2005	11/1/2005	8/31/2005
217411	Sycamore Spings LLC 1600 E Hanley Blvd Suite 124 Tucson, AZ 85737	Sycamore Canyon Phase I Contract #: 041904 Corona de Tucson, AZ (Pima County) Road construction and underground utilities, drainage, for a spine road to new housing development. Excavation, concrete box culverts, concrete curb, road base, AC paving. Pipe work included water 6,400 LF 8", water 3,500 LF 16", sewer 10,300 LF 12', 68,000 LF dry utility conduit.	X		None	Jamie Arguetta (520) 907-0915 Cell (520) 219-1874 (F)	4,380,000	5/1/2004	12/31/2005	12/31/2005	5/27/2005
217421	Arizona Public Service Company 5801 South Wintersburgh Road Tonopah, AZ 85354	Aps-Steam Generator Transport Contract #: 500276767 Port Pinasco - Sonora, MX to Palo Verde, AZ. Unit 1 Steam Generator Replacement , transportation route construction, grading, excavation, road base, temporary structures/bridges, transportation support. We helped APS move 2 ea 1,000 TN steam generator's from a ship in Rocky Point, to the Palo Verde nuclear plant. Services & Static Dynamic Work	X		None	Ronda Stone (623) 393-5101 (623) 393-5332 (F) ronda_stone@apsc.com	3,557,000	7/1/2004	12/31/2005	12/31/2005	10/31/2005
217453	Wal-Mart Stores, Inc. 2001 S.E. 10th Street Bentonville, AR 72716	Walmart Sahuarita Contract #: #1411-02 Sahuarita, AZ Sitework for Supercenter, site preparation, grading, road base, mass excavation, import borrow, concrete curb, concrete walls, AC paving. Pipe work incluced water misc 500 LF 2" - 8", misc sewer 700 LF 6" - 8"		X	Bateman-Hall P O Box 1464 Idaho Falls, ID 83403	Doil Clements (208) 523-7228 (208) 524-4435 (F)	3,200,000	3/30/2005	12/31/2005	12/31/2005	1/27/2005

Granite Construction Company
2005 Completed Jobs (Greater than $3 Million)

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219329	CA Department of Transportation 1120 N Street Sacramento, CA 95814	Hwy 87 & Taylor - Freeway Widening Contract #: 04-487Q4 San Jose, CA Consisted of constructing an urban interchange @ Hwy 87/Taylor St. including one major box girder span and 3 fingers bridges, realignment and reconstruction of existing Hwy 87 including grading, AC paving, MSE walls, drainage and electrical. There are 3 fingers that were ~340/lf each. A total of 1020 lf is the length of the span combined.	X		None	Siavosh (408) 277-1405 (408) 277-1401 (F)	14,351,493	03/01/00	12/31/2005	4/30/2005	1/1/2005
219395	CA Department of Transportation 1120 North Street Sacramento, CA 95814	Hwy 87-Julian to 101 Contract #: 04-4874R4 San Jose, CA Widening Freeway from 4 lanes to 8 lanes. Including car pool lanes. Substantial roadway excavation, construction of perimeter road demolition and replacement of 3 bridges, 1,500 LF of retaining wall, drainage, greading, AC paving and signal & lighting.	X		None	Ray Balallo (408) 277-1353 (408) 277-1401 (F)	25,082,354	10/21/02	12/31/2005	12/31/2005	4/1/2005
219398	Santa Clara VTA 3331 North First St San Jose, CA	US 101/Bailey Interchange Contract #: 02171 San Jose, CA Construction of freeway off and on ramp & cast-in-place girder box for bridge construction. Excavation and AC paving.	X		None	Bruce Shewchuk (408) 578-7559 (408) 578-0159 (F)	9,190,232	03/21/03	12/31/2005	2/4/2005	2/4/2005
225560	Coachella Valley USD PO Box 847 Thermal, CA 92274	Clc K-12 Educational Park Ph 2 Contract #: 9-01/02FB Riverside County, CA Site Improvements including import fill, grading, parking lots, concrete curb/gutter & sidewalks AC paving parking lots	X		None	Gene Vorwaller, CVUSD (760) 399-5137 (760) 398-1224 (F)	11,917,983	3/1/2002	12/31/2005	5/31/2005	5/18/2005
225607	Pulte Home Corporation 1351 Pomona Road, Suite 200 Corona, CA 92882-1893	Jnc Sun City Shadow Hills - Tract # 31195-1 Riverside County, CA Grade, place base and AC paving.		X	Pulte Home Corporation 1351 Pomona Road, Ste 200 Corona, CA 92882-1893	Gary Williams (760) 772-5333 Fax # Not Available	3,142,326	11/14/2003	12/31/2005	12/31/2005	12/31/2005
225610	N.D. La Quinta Partners L.L.C. 81-100 Avenue 53 La Quinta, CA 92253	Jgn The Hideaway St Imp Riverside County, CA On and off site street improvements, grade, base, AC paving, dry utilities and underground utilities, curb/gutter and sidewalks. Pipe work included: Water 15,102 LF of 8" - 18" DIP, Sewer 17,596 LF of 8" and 27" VCP, Storm drain 2,439 LF of 18" - 30" RCP.	X		None	Dan Williams (760) 391-5072 (760) 398-5788 (F)	7,325,731	2/2/2004	12/31/2005	1/1/2005	11/30/2005

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			Prime	Sub							
225632	Indian Wells, City of C/O Wec Corporation 41-905 Boardwalk, Suite G Palm Desert, CA 92211	Jpd Indian Wells Village Imp Contract #: 93-95 Riverside County, CA Roadway Reconstruction, utility installations including sewer, water, storm drain & reclaimed water. Sewer lift station facility, landscape, electrical and irrigation. Pipe work included: Water 8,741 LF of 18" - 54" RCP, Sewer Force Main 5,336 Lf of 8" C-900, Sewer Lateral 11,250 LF of 6" - 18" VCP, Water 411 LF of 12" C-900, Domestic Water 2,980 LF of 18" DIP.	X		None	Tim Wassil, P.E. (760) 346-2489 (760) 346-0407 (F)	11,500,754	8/9/2004	12/31/2005	12/31/2005	12/22/2005
225636	Indian Wells, City of 44-950 Eldorado Drive Indian Wells, CA 92210	Mac I.W. Fred Waring Widening Contract #: 93-97 Indian Wells, CA Road widening with catch basin structures, some very minor storm drain and dry utility work, traffic signals, concrete work (curb, gutter and sidewalks), and finished with a rubber AC overlay. Pipe work included: 140 LF Class -200 2" and 10" PVC, 3.120 LF 1/2" - 4" Schedule 40 PVC, 1,360 LF 4" HDPE.	X		None	Tim Wassil, P.E. (760) 346-2489 (760) 346-0407 (F)	3,963,965	8/2/2004	12/31/2005	12/31/2005	8/29/2005
225637	Discovery Ironwood Investors LLC 81-100 Avenue 53 La Quinta, CA 92253	Jgn Ironwood Cc - Canyon View Portola Ave, Palm Desert, CA Riverside County, CA Dry Utilities, underground utitilies, concrete curb, gutter and sidewalk, grade, base & AC paving, water pressure reducing station, large drainage structures. Pipe work included: On site Water 6.231 :F 8" - 12" DIP, Storm drain 1,961 LF 18" - 36" RCP, On site Sewer 5,841 LF "" VCP, Off site Water 6.175 LF 12" DIP.	X		None	John Gamlin (760) 371-5072 (760) 398-5788 (F)	5,416,956	7/20/2004	12/31/2005	12/31/2005	11/30/2005
225639	La Quinta Redevelopment Agency 78-495 Calle Tampico La Quinta, CA 92253	Del L.Q. Silverrock On/Offsite Contract #: 2002-07F La Quinta, CA Roadway improvemetns, underground utilities, grading, site concrete, asphalt paving	X		None	John Freeland (760) 777-7155 Fax # Not Available	3,423,470	9/20/2004	12/31/2005	12/31/2005	8/30/2005
228110	CA Department of Transportation 464 West Fourth Street San Bernardino, CA 92402	Grs Rt 40 Ludlow Jv 08-377804 Contract #: 08-377804 Near Ludlow, CA Highway Rehab		X	Washington/Granite, a Joint Venture 27400 East Fifth Street Highland, CA 92346	Larry Canuti (909) 383-4070 Fax # Not Available	14,577,100	6/1/2001	12/31/2005	3/31/2003	12/31/2005
228120	CA Department of Transportation 464 West Fourth Street San Bernardino, CA 92402	Hlb Rt 15 Baker/Cima 08-4047U4 Contract #: 08-4047U4 San Bernardino County, CA Highway rebuild that includes AC milling, AC and PCC paving, excavation, and bridge work. Bridge work includes widening 5 bridges and replacing 2 bridges. Storm drain including 10'x10" box culverts and 18" corrugated metal pipe.	X		None	Dennis Ozowara, R.E. (909) 232-2714 (760) 856-2305 (F)	49,237,242	10/8/2002	12/31/2005	1/1/2005	1/1/2005

Granite Construction Company
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			Prime	Sub							
228127	CA Department of Transportation 464 West Fourth Street San Bernardino, CA 92402	Hlb Rt 40 Kelbaker 08-483774 Contract #: 08-483774 San Bernardino County, CA Rehab Bridge Decks	X		None	Shane Shahidi, RE (760) 256-4625 (760) 256-6417 (F)	5,654,190	5/1/2003	12/31/2005	12/31/2005	12/28/2005
228128	CA Department of Transportation 464 West Fourth Street San Bernardino, CA 92403	Tz I40 Watson Wsh Br 08-483754 Contract#: 08-483754 Near Fenner, CA Replace Bridge Removal and replacement of east bound bridge at Watson Wash Over I -40	X		None	Mike Ackerman, RE (909) 383-4070 (909) 383-4561 (F)	3,469,152	4/21/2003	12/31/2005	1/1/2005	1/1/2005
228130	Federal Highway Administration 555 Zang Street, Room 259 , Hco-16 Lakewood, CO 80228	Grs Joshua Tree Nat'L Park Joshua National Park, CA Road Reconstruction	X		None	Leo DePaula (303) 716-2092 (303) 969-5516 (F)	4,851,984	7/14/2003	12/31/2005	1/1/2005	12/31/2005
228136	CA Department of Transportation District 8 Maintenance Department San Bernardino, CA 92401	Grs Hwy 18 Emergency Oe8203 Contract #: OE8203 Near Running Springs, CA Highway Rebuild From Fires	X		None	Ghazi Roumani, R.E. (909) 232-3834 (909) 974-2169 (F)	4,786,502	11/1/2003	12/31/2005	1/1/2005	1/1/2005
228147	CA Department of Transportation District 8 Maintenance Department San Bernardino, CA 92401	Grs Rt 247 Rubber Ol 08-0E9504 Contract #: 08-OE9504 San Bernardino County, CA Rubber Overlay	X		None	Mohsen Parvinjan R.E. (760) 843-4173 (760) 843-5844 (F)	4,408,421	8/1/2005	12/31/2005	12/31/2005	11/7/2005
226425	FCI Constructors Inc./W.R. Connelly,Inc. 2585 Business Park Drive Vista, CA 92083	Dei Fci/Connelly Rt 56 Paving Contract #: 11-172824 San Diego County, CA AC paving Type A		X	FCI Constructors Inc./ W.R. Connelly, Inc.	Dale Nelson (858) 794-9055 (858) 794-9578 (F)	3,320,078	9/6/2003	12/31/2005	1/1/2005	8/16/2005
227063	CA Department of Transportation 2829 Juan Street San Diego, CA 92186	Hlb Rt 111 Brawley 11-199364 Contract #: 11-199364 Brawley, CA Construction of new 4 lane expressway. Work includes class 2 and class 4 aggregate base, PCC paving and drainage work and 2 single span bridges that cross an irrigation canal. Pipe is 18-36" HDPE.	X		None	Greg McClendon (760) 355-8666 (760) 355-0987 (F)	13,251,291	6/20/2003	12/31/2005	1/1/2005	12/16/2005
227067	EMJ Corporation 2030 Hamilton Place Blvd., Suite 200 Chattanooga, TN 37421	Jdb Emj Imperial Valley Mall Imperial Valley, CA Site development including earthwork for the buildings, curb & gutter, AC paving, parking lots. Pave offsite street, 1 signal, street lights, trench/line, small drainage canal, storm drains, water & sewer. Pipe work included: Water line is 4", 8", 12" & 20" C-900, Sewer line is 8", 12" and 15" SDR35, Storm drains 8" - 48" HDPE and 24" - 36" RCP.		X	EMJ Corporation	Ben Milner (423) 855-1550 (423) 855-6857 (F)	11,478,267	8/14/2003	12/31/2005	12/31/2005	3/7/2005

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor: Prime	Prime or Subcontractor: Sub	Name of Contractor, if you are a Subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Contract Start Date	Completed Date	Original Estimated Completion Date	Actual Completion Date
227079	Calexico, City of 608 Heber Avenue Calexico, CA 92231	Jdb Calexico Cole Rd Imp Calexico, CA Roadway reconstruction including minor storm drain, sewer, curb & gutter, & sidewalks. Sewer line is SDR 35 8" pipe. Storm drain is 12", 15" and 36" HDPE pipe. 988 Storm drain is 12", 15" & 36" HDPE pipe.	X		None	Mariano Martinez (760) 768-2180 (760) 357-5864 (F)	3,502,254	1/5/2004	12/31/2005	1/1/2005	1/1/2005
227080	CA Department of Transportation P O Box 85406 San Diego, CA 92186	Jgn Rt 78/111 Brawley 11167874 Contract #: 11-167874 Brawley, CA New four lane expressway that bypasses Brawley. PCC paving on new highway alignment.	X		None	Greg McClendon (760) 355-8666 (760) 355-0987 (F)	10,443,138	1/1/2004	12/31/2005	1/1/2005	5/18/2005
227081	Coffman Specialties, Inc. 4375 Jutland Drive, Suite 260 San Diego, CA 92117	Jjm Rt 7 Paving Sub To Coffman Contract #: 11-068004 Calexico, CA AC paving Type A overlay.		X	Coffman Specialties, Inc. 4375 Jutland Drive, Suite 260 San Diego, CA 92117	Dan Keller, P.M. (760) 356-5623 Fax # Not Available	4,311,789	4/1/2004	12/31/2005	12/31/2005	6/28/2005
227087	Desert Valley Company 7030 Gentry Road Calipatria, CA 92233	Hlb Cal Energy Monofill Cell 3 Near Westmorland, CA Construct Class 1 Landfill Cell, State of California Class 2 requirements for monofill containment site.	X		None	Gary Galyas (760) 348-4215 (760) 348-7868 (F)	6,623,494	6/14/2004	12/31/2005	12/31/2005	7/7/2005
232248	UT Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114	I-80 MP 40 TO 51 Contract #: IM-80-2(49)40 Tooelle, UT Open Graded Surface Course. Mill and Pave 10 miles, rotomilling 1", open graded surface course, AC paving , shoulder grading, striping.	X		None	Ed Rock (801) 975-4856 (801) 975-4859 (F)	7,063,736	4/15/2004	12/31/2005	1/1/2005	1/1/2005
232250	UT Department of Transportation 9025 S. Hwy 89 South Willard, UT 84340	I84;Idaho St Line to Snowville Contract #: IM-84-5(36)0 Snowville, UT Overlay, rotomilling, restoration and rehabilitation. Bridge repair joint closure, pot hole patching, membrane, AC paving.	X		None	Kelly Barrett (801)782-0814 (801)782-0818 (F)	6,089,662	5/15/2004	12/31/2005	1/1/2005	1/10/2005
232277	UT Department of Transportation 4501 South 2700 West Salt Lake City, UT 84114	I-15 Beck Street Contract #: NH-15-7(215)314 North Salt Lake City, UT Highway widening, block retaining wall, ramp, pond, & storm drain.	X		None	Kris Peterson (801) 887-3415 (801) 887-3417 (F)	3,416,404	7/26/2004	12/31/2005	11/8/2005	11/7/2005
234237	Layton City Corporation 437 North Wasatch Drive Layton, UT 84041	West Gordon Ave - Layton City Project # 03-53 Layton, UT City Street Reconstruction. Pipe work included: 2,894 LF 15" - 36" RCP, 54 LF 18" DIP, 4,244 LF 8" - 24" PVC.	X		None	Dave Decker (801) 336-3700 (801) 336-3713 (F)	4,152,523	7/8/2003	12/31/2005	9/30/2005	1/1/2005

Granite Construction Company
2005 Completed Jobs (Greater than $3 Million)

Job Number	Name and Address of Owner	Name, Location of Project, and Kind of Work	Prime or Subcontractor		Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Contract Start Date	Completed Date	Original Estimated Completion Date	Actual Completion Date
			Prime	Sub							
300162	U S Corp of Engineers Little Rock Construction Resident Office P O Box 219 Jacksonville, AR 72078	Table Rock Dam Spillway CONTRACT #: DACW03-00-C-0022 Taney County, MO Earth embankment, grading, paving, electrical, hydraulic systems, landscaping, structural steel gates, bridgework, drill and blasting.	X		None	Jon Wedgeworth (417) 332-1436 (417) 332-0437 (F) jon.b.wedgeworth@usace.army.mil	44,290,000	7/15/2000	12/31/2005	7/4/2004	5/14/2005
310008	Dallas Fort Worth Airport P.O. Box 61942A Dallas Fort Worth Airport, TX 75261	DFW Terminal D Apron Contract #: 9923.14.002.00A Dallas Fort Worth, TX Project involved underground storm, water, sanitary sewer glycol, pretreatment drainage and structures. Also, involved grading, lime treated subgrade, cement treated base, concrete pavement with electrical lighting and pavement markings.		X	Austin Commercial SA#14 P.O. Box 2879 DFW Airport, TX 75261-0125	Michael Wahl (HKS) (972) 586-5660 (972) 586-5701 (F) Mwahl@dfwairport.com	36,029,572	10/1/2002	12/31/2005	2/25/2005	2/25/2005
310009	TX Department of Transportation 125 E 11th St Austin, TX 78701	EW Freeway Loop 289 Contract #: 0783-01-079 Lubbock County, TX Project involves freeway facility widening - Major items of work include: 250,000 BCY excavation; 700,000 ECY embankment; 13,300 LF drainage structures; 129,000 TN of AC hotmix paving; 275,000 SY of CRCP (concrete paving); 2 existing bridges to retrofit, 6B. Pipe work included: 1,275 LF of 6" PVC, 5,675 LF of 18" - 48" RCP, 7,675 LF of 4" x 2" and 6" x 3" RCB.	X		None	Robert Comey, P.E. (TX DOT Area Eng) (806) 745-4411 (806) 748-4381 (F) RCOMEY@dot.state.tx.us	53,519,000	2/1/2003	12/31/2005	8/31/2005	8/31/2005
310011	North Texas Tollway Authority 5900 W Plano Parkway, Suite 100 Plano, TX 75093	President George Bush Turnpike Contract #: Section XXIV #DNT-332 Dallas, TX MOT, flatwork, gabions, landscape, pavement and structure demo, excavation/fill/stabilization/grade, drainage, AC and PCC paving, erosion control, signing, striping, illumination, structure concrete and piling. Pipe work included: J & B STL 18", 16,675 LF of 18" - 48" RCP, 2,260 LF of 5"x5" - 7"x6" RCB, 1,600 LF copper, 11,650 LF 6" - 24" PVC.	X		None	Noelle Ibrahim, P.E. (214) 461-2059 (214) 528-4826 (F)	79,928,000	3/15/2003	12/31/2005	1/31/2006	9/9/2005
370006	FL Department of Transportation 719 S. Woodland Blvd. Deland, FL 32720	I-4 at Lake Mary Contract #: 242598-1-52-01 Seminole CO, FL Project involves two new I-4 Bridges over SR46 and the ACP widening of I-4 from Lake Mary Blvd. to east of SR46. (6 miles) Work includes mass excavation, backfill, and embankment, drainage, landscaping, structural and misc concrete, and electric.	X		None	Clayton Lee, P.E. HDR Engineering, Inc. (407) 628-0875 (407) 420-4242 (F)	29,433,737	8/31/2002	12/31/2005	6/21/2004	1/1/2005

Job Number	Name and Address of Owner	Name, Location of Project and Kind of Work	Prime or Subcontractor: Prime	Prime or Subcontractor: Sub	Name of Contractor, if you are a subcontractor	Name of Engineer in Charge (Owner), Phone, Fax, and E-mail (if available)	Contract Amount	Contract Start Date	Completed Date	Original Estimated Completion Date	Actual Completion Date
320021	TX Department of Transportation P.O. Box 868 Littlefield, TX 79339	Parmer County FM1731/FM145 Contract #: 09013003 Bovina, TX 43 mile rehab and widening of existing rural 2 lane highway: MOT, striping, erosion control, flatwork, landscape, pavement demo, excavation/emb/grade, aggregate base and AC paving. Pipe work included: 1,325 LF 30" - 36" CMP, 4,525 Lf of 24" - 42" RCP, 225 LF of RCB Miscellaneous.	X		None	Steven Perez, P.E. (806) 385-3552 (806) 385-5940 (F) sperez1@dot.state.tx.us	15,832,961	2/1/2002	12/31/2005	6/1/2005	11/1/2005
300162	U S Corp of Engineers Little Rock Construction Resident Office P O Box 219 Jacksonville, AR 72078	Table Rock Dam Spilway CONTRACT #: DACW03-00-C-0022 Taney County, MO Earth embankment, grading, paving, electrical, hydraulic systems, landscaping, structural steel gates, bridgework, drill and blasting.	X		None	Jon Wedgeworth (417) 332-1436 (417) 332-0437 (F) jon.b.wedgeworth@usace.army.mil	44,290,000	7/15/2000	12/31/2005	7/4/2004	5/14/2005
300875	Las Vegas Monorail Company 3800 Howard Hughes Parkway, Suite 200 Las Vegas, NV 89109	Las Vegas Monorail Las Vegas, NV Construction of 3 miles or new elevated concrete guideway, a 45,000SF operation, maintenance and storage facility, 6 concrete switchdecks and 5 new stations. Included the rehabilitaion of 1 mile of existing guideway and 2 existing stations. Including all associated grading, paving, hazardous material removal, curb and gutter work, utility relocations, signage	X		None	Cam Walker (702) 699-8200 (702) 731-3272 (F) cam@lvnvmonorail.com	168,730,000	9/20/2000	12/31/2005	1/20/2004	7/15/2004

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GRANITE CONSTRUCTION COMPANIES
Equipment Book Report

Cost Cntr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	01.344	01A	96	FORD TAURUS GL	1FALP5214TG222859
2050	01.373	01A	97	OLDS REGENCY SEDAN	1G3HC52KOV4855271
2050	01.376	01A	97	FORD TAURUS GL 4 DR	1FALP5216VG205743
2050	01.398	01R	97	FORD EXPLORER XLT 4X4	1FMDU34XXVZB26671
2050	01.399	01A	96	FORD CROWN VICTORIA LX	2FAFP74W4WX136631
2050	01.485	01B	98	FORD EXPLORER XLT 4X2	1FMZU32P8WZA99951
2050	01.489	01B	98	FORD EXPLORER XLT 4X2	1FMZU32X4WZB09388
2050	01.509	01A	99	DODGE INTREPID	2B3HD46R5XH675502
2050	01.510	01A	99	DODGE INTREPID	2B3HD46R7XH675503
2050	01.522	01B	99	FORD EXPLORER XLT	1FMZU32P4XUB91279
2050	01.523	01A	99	FORD CARGO VAN	1FTPE24L3XHB13520
2050	01.533	01A	99	DODGE INTREPID	2B3HD46R2XH831673
2050	01.545	01A	00	DODGE INTREPED	2B3HD46R7YH269335
2050	01.546	01A	00	DODGE INTREPED	2B3HD46R4YH269339
2050	01.580	01A	00	DODGE INTREPID	2B3HD46R0YH446193
2050	01.583	01B	01	FORD EXPLORER XLT	1FMZU63E71ZA56063
2050	01.590	01A	01	FORD TAURUS	1FAFP53U41G196573
2050	01.591	01A	01	FORD TAURUS	1FAFP53U21G196572
2050	01.595	01A	01	DODGE INTREPID	2B3HD46R71H611792
2050	01.605	01A	01	FORD TAURUS 4-DOOR	1FAFP55S31A203611
2050	01.608	01B		FORD EXPLORER XLT	1FMZU63E32ZA10912
2050	01.614	01B	02	FORD EXPLORER	1FMZU62E92ZA08700
2050	01.619	01B	02	FORD EXPLORER	1FMZU62E62ZA08699
2050	01.675	01A	02	FORD TAURUS	1FAFP53U72A168691
2050	01.676	01A	02	BUICK LESABRE	1G4HR54K72U227677
2050	01.718	01A	02	FORD TAURUS	1FAFP53U42G230643
2050	01.762	01B	03	FORD EXPLORER	1FMZU62K53ZA96636
2050	01.763	01B	03	FORD EXPLORER	1FMZU62K73ZA96637
2050	01.764	01B	03	FORD EXPLORER	1FMZU63K53ZA96635
2050	01.770	01A	03	FORD CROWN VICTORIA	2FAFP74W13X182395
2050	01.771	01A	03	FORD TAURUS	1FAFP53203G173230
2050	01.805	01A	04	FORD TAURUS	1FAFP53U34G162192
2050	01.808	01A	04	FORD TAURUS	1FAFP53U14G162191
2050	01.860	01B	05	FORD EXPLORER	1FMZU63E35ZA54185
2050	03.072	03L	82	DORSY FLATBED 2 AXLE	1DTP10T27CA156826
2050	03.1392	03J	03	COZAD 44 TON EXPANDO 2 AX	1C9GL452X31772084
2050	03.1479	03J		UTILITY 40' TRANSPORT TRLR	7L36281005
2050	03.1480	03L		WI FLATBED TRAILER	6460
2050	03.155	03L	72	FERRE FLATBED 2 AXLE	723682
2050	03.229	03M	82	KLEIN 10500GL WATER TOWER	19853C
2050	03.308	03K	92	TRLKG TILTBED 9 TONS	1TKC02023NM030645
2050	03.369	03J	93	COZAD FOLDRAMP 8 WHL TRAILER	1C9W48208P1167005
2050	03.472	03N	01	FL 16FT LUBE TRAILER	4FGL016271H044523
2050	03.491	03J	02	COZAD 44-TON EXPANDO TRAILER	1C9GL442521772039
2050	03.581	03N	97	MULTI QUIP PUMP TRAILER	4GNFU1015UB501639
2050	03.7032	03J	79	COZAD 60 TON T/A LOWBOY	CC79191
2050	03.922	03M	89	KLEIN 10500GL WATER TOWER	1K9TC34S6JC013145
~~2050~~	~~03.936~~	~~03M~~	~~90~~	~~KLEIN 10500GL WATER TOWER~~	~~1K9TC34S1KC013186~~
2050	03.937	03M	90	KLEIN 10500GL WATER TOWER	1K9TC34SXKC013185
2050	03.977	03J	99	COZAD 60 TON EXPANDO TRLR	1C9G45209X1167078
2050	04.002	04Y	83	CHEVY 1 TON PAINT TRUCK	1GBHC34J7DV132359

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GRANITE CONSTRUCTION COMPANIES
Equipment Book Report

ost atr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	04.033	04O	85	INTL FUEL/LUBE TRUCK	1HTLKUGR8FHA44556
)50	04.036	04O	85	INTL FUEL/LUBE TRUCK	1HTZPHTR9FHA45708
)50	04.036S	04O	86	LUBE TRUCK	
-)50	04.040	04U	85	INTL 3 AXLE TRANSPORT	2HSFBUBR0FCA15326
2050	04.042	04J	85	INTL FLATBED 3 AXLE DUMP	1HTLKUGR3FHA48756
?050	04.061	04L	96	INTL 1.25 TON MECHANIC TRUCK	1HTSCABM9TH253882
)50	04.1012	04U	98	PETERBILT 379 TRACTOR/LOWBOY	1XP5DBOXOWD468359
)50	04.1022	04I	98	INTL TRAFFIC CONTROL TRUCK	1HTSCABM9WH553653
2050	04.1023	04I	98	INTL 2 TON CREW TRUCK	1HTSCABM4XH585508
2050	04.1066	04R	99	PETRB 3600 GL WATER TRUCK	1NPNLD9X8XS493759
)50	04.1086	04A	99	PETRB 330 BOOM TRUCK	1NPNLD9X0XS493772
)50	04.1088	04I	99	INTL CREW TRUCK	1HTSCABMOYH223113
-)50	04.1106	04I	99	FORD 1.25 TON SUPER DUTY	1FDXF46F3XED10426
2050	04.1110	04I	86	INTL STEAM TRUCK	1HTLAHGM4GHA32257
2050	04.1112	04M	99	INTL 2.5 TON MECHANIC TRUCK	1HTSCAAM1XH216090
50	04.1113	04M	99	INTL 2.5 TON MECHANIC TRUCK	1HTSCAAM5XH216089
50	04.1116	04I	83	INTL S1654 CRASH BARRIER TRUCK	1HTAA16EXDHA24670
2050	04.1125	04I	00	INTL 1.5 TON CONE TRUCK	1HTSCABM8YH218760
2050	04.1138	04R	00	PETRB 3600 GL WATER TRUCK	2NPNLD9X8YM541860
50	04.1140	04O	00	PETRB 3 AX 357 FUEL/LUBE	1NPALT9XXYS542065
50	04.1146	04I	00	INTL 1.25 TON CONE TRUCK	1HTSCABM1YH218762
50	04.1147	04I	00	INTL 1.25 TON CONE TRUCK	1HTSCABM1YH324273
2050	04.1156	04M	01	INTL 2.5 TON MECHANIC TRUCK	1HTSCAAM51H324283
?050	04.1158	04L	00	INTL 1.5 TON MECHANIC TRUCK	1HTSCABM7YH324276
50	04.1186	04I	86	INTL S1654 CRASH BARRIER TRUCK	1HTLAHGM4GHA36826
50	04.1187	04I	00	FORD 1.5 TON SUPER DUTY	1FDAF56FXYED34669
2050	04.1188	04I	00	FORD 1.5 TON SUPER DUTY	1FDAF56F6YED34670
2050	04.1189	04I	00	FORD 1.5 TON SUPER DUTY	1FDAF56F8YED34671
50	04.1213	04I	01	INTL 4700 CREW TRUCK	1HTSCABM41H342949
50	04.1216	04I	01	FORD 1.5 TON SUPER DUTY	1FDAW56F11EB93772
.050	04.1271	04R	99	PETRB 3600 GL WATER TRUCK	1NPNLD9X5YS504573
2050	04.1278	04X	87	FORD F600 BUCKET TRUCK	1FDMF60H8HVA17681
?050	04.1335	04M	03	PETRB 2.5 TON MECHANIC TRUCK	2NPNHD6X63M597357
50	04.1336	04L	03	INTL 1.5 TON MECH TRK	1HTMPAFM13H566934
50	04.1341	04M	03	INTL 2.5 TON MECHANIC TRUCK	1HTMMAAM63H572423
2050	04.1344	04L	02	INTL 1.25 TON MECHANIC TRUCK	1HTMPAFM63H574544
2050	04.1365	04L	03	INTL 1.5 TON MECH TRUCK	1HTMPAFM33H574324
50	04.1366	04I	03	INTL CONE TRUCK	1HTMMAAM43H603992
50	04.1382	04O	03	PETRB 2500GL LUBE TRUCK	1NPALTX03D807816
-50	04.1392	04U	03	PETRB 3 AX TRACTOR	1XP5DB0X44D812076
050	04.1402	04I	03	FORD 1.25 TON SUPER DUTY	1FDXF46P23EC31557
?50	04.143	04I	87	INTL STEAM TRUCK	1HTLDMJM4HH483003
50	04.1460	04I	06	INTL 4200 CONE TRUCK	1HTMPAFM06H198699
50	04.1470	04M	05	PETRB 335 2.5 TON MECHANIC TRK	2NPLHD6X76M884489
050	04.1502	04R	05	PETRB 3600 GL WATER TRUCK	882804
050	04.1504	04M	05	PETRB 2.5 TON MECHANIC TRUCK	2NPLHD6X76M898585
50	04.1505	04M	05	PETRB 335 2.5 TON MECH TRUCK	2NPLHD6X96M898586
50	04.1515	04I	05	FORD 1.25 TON SUPER DUTY	1FDXF46P55EC24802
050	04.1516	04I	05	FORD 1.25 TON SUPER DUTY	1FDXF46P95EC24804
050	04.1517	04I	05	FORD 1.25 TON SUPER DUTY CREW	1FDXW46P55EC24816
50	04.1518	04I	05	FORD 1.25 TON SUPER DUTY CREW	1FDXW46P95EC24818

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GRANITE CONSTRUCTION COMPANIES
Equipment Book Report

Cost Cntr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	04.223	04H	90	FORD VAN 1 TON	1FTJE34HXLHA55469
2050	04.363	04R	89	FORD 3600 GL WATER TRUCK	1FDYU82A6KYA14188
2050	04.414	04M	90	INTL 2.5 TON MECHANIC TRUCK	1HTSDZ7M1LH237843
2050	04.430	04R	90	FORD 3600 GL WATER TRUCK	1FDZU82AOLVA14967
2050	04.443	04O	90	INTL FUEL/LUB 2000 GL 3 AXLE	1HTGGG3R7LH290355
2050	04.451	04Y	90	INTL 2.5 TN FLATBED DUMP SUPER	1HTSDNHN8LH294329
2050	04.454	04I	90	FORD SUPER DUTY PAINT TRUCK	2FDLF47M0LCA63202
2050	04.459	04I	90	FORD 1.25 TON FLATBED	2FDLF47M2KCA63203
2050	04.461	04I	90	FORD SUPER DUTY CONE TRUCK	2FDLF47M9LCA63201
2050	04.464	04L	90	FORD 1.25 TON MECHANIC TRUCK	2FDLF47M7LCB19846
2050	04.466	04O	91	INTL FUEL/LUB 2000 GL 3 AXLE	1HTGGG3R0MH319356
2050	04.476	04L	96	INTL 2 TON CREW TRK W/CRANE	1HTSCABM2TH335758
2050	04.477	04L	96	INTL 2 TON CREW TRK W/CRANE	1HTSCABM3TH350916
2050	04.634	04O	74	MACK FUEL/LUBE 3 AXLE	RL685LS19912
2050	04.634S	04C	74	DUMP	
2050	04.7056	04U	82	KENWORTH W900 T/A TRK TRACTOR	181060SGL
2050	04.733	04I	97	INTL 1.5 TON CONE TRUCK	1HTSCABM5VH467190
2050	04.763	04I	97	FORD 1.25 TON CREW TRUCK	1FDLF47F3VEB21933
2050	04.893	04L	94	FORD 1 TON CREW TRUCK	1FDLF47FXREA38585
2050	04.894	04I	94	FORD 1.25 TON CREW TRUCK	1FDLF47F8REA38584
2050	04.920	04M	79	FORD 2.5 TON MECHANIC TRUCK	K70QVDG5739
2050	04.926	04R	95	FORD 3600 GL WATER TRUCK	1FDZU82E0SVA50336
2050	04.932	04R	95	FORD 3600 GL WATER TRUCK	1FDZU82E7SVA50334
2050	04.962	04I	97	FORD 1.25 TON CREW TRUCK	1FDLF47F2VEB21924
2050	04.990	04J	80	INTL 2.5 TON VAC TRUCK	AA185KHA15049
2050	06.054	06P	05	FORD .75 TON PICKUP	1FTSX20P75EC43277
2050	06.055	06P	05	FORD .75 TON PICKUP	1FTSX20P95EC43278
2050	06.056	06P	05	FORD .75 TON PICKUP	1FTSX20P05EC43279
2050	06.064	06P	05	FORD .75 TON PICKUP	1FTSX20P75EC43280
2050	06.065	06P	05	FORD .75 TON PICKUP	1FTSX20P95EC43281
2050	06.070	06P	05	FORD .75 TON PICKUP	1FTSX20P55EC43276
2050	06.097	06O	05	FORD .5 TO PICKUP	1FTRX12W95KD25946
2050	06.099	06O	05	FORD .5 TO PICKUP	1FTRX12W25KD25948
2050	06.1084	06Q	96	FORD RANGER SUPERCAB .5 TON	1FTCR14U2TPA28299
2050	06.112	06O	05	FORD .5 TO PICKUP	1FTRX12W45KD25949
2050	06.1131	06P	96	FORD PICKUP .75 TON	2FTHF25F6TCA37237
2050	06.1132	06P	96	FORD PICKUP .75 TON	2FTHF25F9TCA37233
2050	06.1133	06P	96	FORD PICKUP .75 TON	2FTHF25F2TCA37235
2050	06.1134	06P	96	FORD PICKUP .75 TON	2FTHF25F0TCA37234
2050	06.1141	06P	96	FORD PICKUP .75 TON DIESEL	2FTHF25F4TCA37236
2050	06.1143	06P	96	FORD PICKUP .75 TON DIESEL	2FTHF25F7TCA37232
2050	06.1144	06P	96	FORD PICKUP .75 TON DIESEL	2FTHF25F3TCA37230
2050	06.1145	06P	96	FORD PICKUP .75 TON DIESEL	2FTHF25F7TCA37229
2050	06.1146	06P	96	FORD PICKUP .75 TON DIESEL	2FTHF25F8TCA37238
2050	06.1147	06P	96	FORD PICKUP .75 TON DIESEL	2FTHF25F5TCA37228
2050	06.1149	06P	96	FORD PICKUP .75 TON DIESEL	2FTHF25F3TCA37227
2050	06.1157	06O	96	FORD PICKUP .5 TON	2FTEF15N4TCA12700
2050	06.118	06O	05	FORD .5 TON PICKUP	1FTRX12W55KD49693
2050	06.119	06O	05	FORD .5 TON PICKUP	1FTRX12W05KD49696
2050	06.120	06O	05	FORD .5 TON PICKUP	1FTRX12W45KD49698
2050	06.1222	06O	97	FORD .5 TON PICKUP S/C	1FTDX1764VKC77615

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GRANITE CONSTRUCTION COMPANIES
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Cost Cntr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	06.1264	06Q	97	FORD RANGER SUPERCAB XL	1FTCR14U3VPA62660
2050	06.1265	06Q	97	FORD RANGER SUPERCAB XL	1FTCR14U7VPA62659
2050	06.1270	06P	97	FORD F257 .75 TON PU	1FTHF25F6VEB21944
2050	06.1271	06P	97	FORD .75 TON UTILITY TRUCK	1FTHF25F4VEB21943
2050	06.1272	06P	97	FORD .75 TON PICKUP	1FTHF25F8VEB21945
2050	06.1368	06O	98	FORD .5 TON PICKUP XL	1FTZF1766WKB01398
2050	06.1369	06O	98	FORD .5 TON PICKUP XL	1FTZF1760WKB01400
2050	06.137	06P	05	FORD .75 TON PICKUP	1FTSW20P95EC44580
2050	06.1370	06O	98	FORD .5 TON PICKUP XL	1FTZF1768WKB01399
2050	06.1402	06Q	98	FORD RANGER S/C	1FTYR14U5WPA65535
2050	06.1430	06P	99	FORD .75 TON PICKUP	1FTNF20F7XEA52419
2050	06.1431	06P	99	FORD .75 TON PICKUP	1FTNF20F0XEA52410
2050	06.1432	06P	99	FORD .75 TON PICKUP	1FTNF20F8XEA52414
2050	06.1433	06P	99	FORD .75 TON PICKUP	1FTNF20F3XEA52417
2050	06.1435	06P	99	FORD .75 TON PICKUP	1FTNF20F5XEA52418
2050	06.1436	06P	99	FORD .75 TON PICKUP	1FTNF20F4XEA52412
2050	06.1437	06P	99	FORD .75 TON PICKUP	1FTNF20FXXEA52415
2050	06.1438	06P	99	FORD .75 TON PICKUP	1FTNF20F2XEA52411
2050	06.1439	06P	99	FORD .75 TON PICKUP	1FTNF20F1XEA52416
2050	06.1441	06P	99	FORD .75 TON PICKUP	1FTNF20F6XEA52413
2050	06.1540	06Q	99	FORD RANGER S/C	1FTYR14X4XPB00576
2050	06.1541	06Q	99	FORD RANGER S/C	1FTYR14X0XPB00574
2050	06.1560	06O	99	FORD .5 TON PICKUP S/B	1FTRF17WXXKB22613
2050	06.1566	06O	99	FORD .5 TON PICKUP S/C	1FTRX17W1XKB17698
2050	06.1618	06P	99	FORD .75 TON PICKUP	1FTNF20F3XED44908
2050	06.1627	06P	99	FORD .75 TON PICKUP	1FTNF20FXXED44906
2050	06.1646	06P	99	FORD .75 TON PICKUP	1FTNF20F3XED44911
2050	06.1650	06P	99	FORD .75 TON PICKUP	1FTNF20F1XED44910
2050	06.1651	06P	99	FORD .75 TON PICKUP	1FTNF20F1XED44907
2050	06.1676	06Q	99	FORD RANGER S/C	1FTYR14X5XPB57689
2050	06.1683	06O	99	FORD .5 TON PICKUP S/B	1FTRF17W4XKB90552
2050	06.1684	06O	99	FORD .5 TON PICKUP S/B	1FTRF17WXXKB90555
2050	06.1685	06P	99	FORD .75 TON PICKUP	1FTNF20F4XED44948
2050	06.1689	06P	99	FORD .75 TON PICKUP	1FTNF20F2XEE59208
2050	06.1692	06P	99	FORD .75 TON PICKUP	1FTNF20F0XED44946
2050	06.1724	06O	00	FORD .5 TON PICKUP S/C	1FTRX17W8YKB09129
2050	06.1728	06O	00	FORD .5 TON PICKUP S/C	1FTRX17W6YKB09128
2050	06.1762	06P	00	FORD .75 TON PICKUP	1FTNF20F2YEC49256
2050	06.1763	06P	00	FORD .75 TON PICKUP	1FTNF20F4YEC49257
2050	06.1764	06P	00	FORD .75 TON PICKUP	1FTNF20F6YEC49258
2050	06.1765	06P	00	FORD .75 TON PICKUP	1FTNF20F8YEC49259
2050	06.1766	06P	00	FORD .75 TON PICKUP	1FTNF20F4YEC49260
2050	06.1767	06P	00	FORD .75 TON PICKUP	1FTNF20F6YEC49261
2050	06.1768	06P	00	FORD .75 TON PICKUP	1FTNF20F8YEC49262
2050	06.1774	06P	00	FORD .75 TON PICKUP	1FTNF20FXYEC49263
2050	06.1800	06O	00	FORD .5 TON PICKUP S/B	1FTZF172XYKB09164
2050	06.1803	06P	00	FORD .75 TON PICKUP S/C XLT	1FTNX20F3YED34667
~~2050~~	~~06.1818~~	~~06O~~	~~00~~	~~FORD .5 TON PICKUP~~	~~1FTZF1729YKB25307~~
2050	06.1856	06O	00	FORD .5 TON PICKUP S/C	1FTRX17W7YKB25306
2050	06.1857	06O	00	FORD .5 TON PICKUP S/C	1FTRX17W5YKB25305
2050	06.2103	06O	01	FORD .5 TON PICKUP	1FTZF17271KB53273

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Cost Cntr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	06.2104	06O	01	FORD .5 TON PICKUP	1FTZF17231KB53271
2050	06.2105	06P	01	FORD .75 TON PICKUP	1FTNF20FX1ED17101
2050	06.2106	06P	01	FORD .75 TON PICKUP	1FTNF20F21ED17089
2050	06.2107	06P	01	FORD .75 TON PICKUP	1FTNF20F41ED17093
2050	06.2168	06O	02	FORD .5 TON PICKUP	1FTRX17W41KB57958
2050	06.2229	06P	02	FORD .75 TON PICKUP	1FTNF20F21ED17092
2050	06.2231	06P	02	FORD .75 TON PICKUP	1FTNF20F61ED17080
2050	06.2252	06O	01	FORD .50 TON PICKUP	1FTRX17W41KB94489
2050	06.2253	06O	02	FORD .50 TON PICKUP	1FTRX17W21KB94488
2050	06.2271	06P	02	FORD .75 TON PICKUP	1FTNF20F92EB99396
2050	06.2281	06P	02	FORD .75 TON PICKUP	1FTNF20F72EB99400
2050	06.2282	06P	02	FORD .75 TON PICKUP	1FTNF20F72EB99395
2050	06.2283	06P	02	FORD .75 TON PICKUP	1FTNF20F52EB99394
2050	06.2284	06P	02	FORD .75 TON PICKUP	1FTNF20F22EB99398
2050	06.2286	06P	02	FORD .75 TON PICKUP	1FTNF20F42EB99399
2050	06.2359	06O	02	FORD .5 TON PICKUP	1FTRX17WX2KD08237
2050	06.2372	06P	02	FORD .75 TON PICKUP	1FTNF20F42EB99418
2050	06.2373	06P	02	FORD .75 TON PICKUP	1FTNF20F42EB99421
2050	06.2379	06O	02	FORD .5 TON CARGO VAN	1FTRE14252HA55350
2050	06.2388	06O	02	FORD .5 TON PICKUP	1FTRF17232KC70074
2050	06.2389	06O	02	FORD .5 TON PICKUP	1FTRF17202KC70078
2050	06.2399	06P	02	FORD .75 TON PICKUP	1FTNF20F22EB99420
2050	06.2402	06O	02	FORD .5 TON PICKUP	1FTRX17W72KD08258
2050	06.2417	06O	02	FORD .5 TON CARGO VAN	1FTRE14W62HA03213
2050	06.2478	06O	03	FORD .5 TON PICKUP	2FTRF17263CA28594
2050	06.2509	06O	03	FORD .5 TON PICKUP	2FTRX17W73CA56534
2050	06.252	06P	91	FORD E250 .75 TON	1FTHE25H0MHA69177
2050	06.2596	06P	03	FORD .75 TON PICKUP	1FTNF20P53EC32582
2050	06.2597	06P	03	FORD .75 TON PICKUP	1FTNF20P93EC32584
2050	06.2598	06P	03	FORD .75 TON PICKUP	1FTNF20P63EC32588
2050	06.2609	06P	03	FORD .75 TON PICKUP	1FTNF20P13EC32580
2050	06.2610	06P	03	FORD .75 TON PICKUP	1FTNF20P33EC32581
2050	06.2611	06P	03	FORD .75 TON PICKUP	1FTNF20P73EC32583
2050	06.2612	06P	03	FORD .75 TON PICKUP	1FTNF20P23EC32586
2050	06.2613	06P	03	FORD .75 TON PICKUP	1FTNF20P83EC32589
2050	06.2619	06P	03	FORD .75 TON PICKUP	1FTNF20P03EC32585
2050	06.2620	06P	03	FORD .75 TON PICKUP	1FTNF20P43EC32587
2050	06.2635	06O	03	FORD .5 TON PICKUP	2FTRF172X3CA28601
2050	06.2636	06O	03	FORD .5 TON PICKUP	2FTRF172X3CA28596
2050	06.2787	06P	04	FORD .75 TON PICKUP	1FTNF20P04EC21717
2050	06.2791	06P	04	FORD .75 TON PICKUP	1FTNF20P04EC21720
2050	06.2792	06P	04	FORD .75 TON PICKUP	1FTNF20P24EC21721
2050	06.2793	06P	04	FORD .75 TON PICKUP	1FTNF20P44EC21722
2050	06.2795	06P	04	FORD .75 TON PICKUP	1FTNF20P44EC21719
2050	06.2798	06P	04	FORD .75 TON PICKUP	1FTNF20P24EC21718
2050	06.2976	06O	05	FORD .5 TON PICKUP	1FTRX12W15KC68951
2050	06.2977	06O	05	FORD .5 TON PICKUP	1FTRX12W75KC68954
2050	06.2984	06P	05	FORD .75 TON PICKUP	1FTSF20P35EC34711
2050	06.394	06P	95	FORD PICKUP, .75 TON	2FTHF25FXSCA29950
2050	06.407	06P	95	FORD PICKUP, .75 TON	2FTHF25F7SCA29954
2050	06.408	06P	95	FORD PICKUP, .75 TON	2FTHF25F9SCA29955

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Cost Cntr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	06.411	06P	95	FORD PICKUP, .75 TON	2FTHF25F0SCA29956
2050	06.431	06P	95	FORD PICKUP, .75 TON	2FTHF25F4SCA31144
050	06.804	06Q	95	FORD RANGER .5 TON	1FTCR14U6SPA24464
050	07.146	07A	90	JD 450G 70 HP DOZER/BKHOE	T0450GF769076
2050	07.154	07C	90	CAT D6H LGP 165 HP HU TDOZ	3YG4101
2050	07.229	07C	99	CAT D6R XL DOZER	5LN02134
050	07.265	07S	01	CAT D9R DOZER/RIPPER	ACL00683
050	07.3484	07K	91	CAT D8N DOZER/RIPPER	9TC05983
050	07.501	07S	88	CAT D9N 370 HP HU TDOZ CRP9	1JD01114
2050	08.1002	08B		JD 710D BACKHOE	T0710DJ905418
2050	08.1015	08Q	03	JD 210LE 4X4 SKIPLOADER	T0210LE881718
050	08.1016	08Q	03	JD 210LE 4X4 SKIPLOADER	T0210LE881922
050	08.1017	08Q	03	JD 210LE 4X4 SKIPLOADER	T0210LE881723
2050	08.1018	08B	03	JD 710D BACKHOE 4x4	T0710DJ907455
2050	08.1019	08B		JD 710D BACKHOE 4x4	T0710DJ899869
050	08.1021	08Q	03	JD 210LE SKIPLOADER	T0210LE881923
50	08.1025A	08I	03	CAT 988G BUCKET	1589-988-G
50	08.1066	08L		JD 488 FORKLIFT	T0488EX873699
2050	08.191	08F	94	KOMATSU WA380 LOADER	A45338
2050	08.228	08F	94	KOMATSU WA380-IL WHEEL LOADER	A45393
50	08.231	08B	95	JD 710D BACKHOE/LOADER	T0710DJ819433
50	08.285	08Q	93	JD 210C SKIPLOADER	T0210CE790047
2050	08.286	08B	95	JD 710D BACKHOE LOADER	T0710DJ811483
2050	08.293	08O	96	BROCE RJ300 BROOM	88146
050	08.3018	08H	96	KOMATSU WA500 WHL LOADER	A61140
50	08.3273	08T	76	CAT 631D 10000GL WATER TANKER	27W00482
50	08.363	08B	97	JD 710D BACKHOE LOADER	T0710DJ825794
2050	08.369	08O	97	BROCE RJ300 BROOM	88240
2050	08.377	08G	74	CAT 966C 4 YD WHL LOADER	76J8027
50	08.396	08B	98	JD 710D 4X4 BACKHOE/LDR	T0710DJ845511
50	08.400	08F	98	CAT 950F II WHEEL LDR	4DJ03799
2050	08.448	08Q	99	JD 210LE 4X4 SKIPLOADER	T0210LE874083
2050	08.450	08Q	99	JD 210LE 4X4 SKIPLOADER	T0210LE880032
50	08.451	08B	99	JD 710D 4x4 BACKHOE/LDR	T0710DJ873804
50	08.452	08B	99	JD 710D 4X4 BACKHOE/LDR	T0710DJ873866
50	08.454	08G	99	CAT 966G WHEEL LOADER SW	3SW00307
050	08.576	08L		CAT 5000 LB FORKLIFT	LN0022
050	08.577	08L		CAT 5000 LB FORKLIFT	LN0031
0	08.594	08O	90	BROCE RJ350 BROOM	89001
0	08.595	08F	01	JD 644H WHEEL LDR	DW644HX577067
050	08.597	08F	01	JD 644H WHEEL LDR	DW644HX579514
050	08.654	08B	01	JD 710D BKHOE/LDR 4X4	T0710DJ895502
0	08.655	08B	01	JD 710D BKHOE/LDR 4X4	T0710DJ896732
0	08.656	08Q	01	JD 210LE 4X4 SKIPLOADER	T0210LE881078
0	08.657	08Q	01	JD 210LE 4X4 SKIPLOADER	T0210LE881081
050	08.658	08Q	01	JD 210LE 4X4 SKIPLOADER	T0210LE881089
0	08.659	08Q	02	JD 210LE 4X4 SKIPLOADER	T0210LE881090
0	08.660	08B	01	JD 710D 4X4 LOADER/BACKHOE	T0710DJ898471
0	08.663	08B	01	JD 710D 4X4 LOADER/BACKHOE	T0710DJ898742
050	08.777	08F	85	CAT 950 3.5 YD WHL LOADER	22Z01495
050	08.899	08F	88	CAT 950B 3.25 YD WHL LOADER	22Z2655

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Cost Cntr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	08.900	08H	87	CAT 980C 6 YD WHL LOADER	63X8080
2050	08.961	08B	90	JD 710C LOADER/BKHOE	T0710CD767304
2050	10.040	10F	55	GALN CHIEF 12-14TN 3W	CRG40627
2050	10.045	10I	87	HYSTR C350C 8-12TON DD A	C89C5517H
2050	10.046	10H	87	HYSTR C340B 8-10TON DD A	B146C2374H
2050	10.088	10B	90	CAT 825C 30 TON TF	86X00945
2050	10.270	10I	83	HYSTR C350C 8-12TON DD,A	C89C5272D
2050	10.329	10M	96	CAT CS563C 10-12T SD,V,A	4KN00541
2050	10.330	10M	96	CAT CP563C SD,PD,V	5JN00366
2050	10.331	10M	96	CAT CS563C 10-12T SD,V,A	4KN00447
2050	10.354	10M	96	CAT CP563C SD,PD,V	5JN00192
2050	10.355	10M	98	CAT CP563C SD,PD,V	5JN00641
2050	10.365	10B	97	CAT 825G COMPACTOR	6RN00321
2050	10.372	10M	99	CAT CS563C 10-12T SD,V,A	4KN00966
2050	10.373	10L	99	CAT CS433C SD,S,V,	3TM00743
2050	10.465	10M	05	I-R DD-90HF VIB ASOH COMPACTOR	181361
2050	10.466	10M	05	I-R DD-90HF VIB ASPH COMPACTOR	181228
2050	10.467	10M	05	I-R DD-90HF VIB ASPH COMPACTOR	181125
2050	10.765	10A	89	CAT 815B 20 TON TF	17Z1005
2050	10.8004	10J		HYSTER C550 PNEU ROLLER	AP2L1510M
2050	12.066	12E	87	CAT 140G MOTOR GRADER	72V10116
2050	12.1328	12G		CAT 14H MOTOR GRADER W/TOPCON	7WJ02045
2050	12.252	12E	87	CAT 140G MOTOR GRADER	72V9857
2050	12.258	12G	90	CAT 14G MOTOR GRADER	96U07922
2050	12.282	12G	95	CAT 14H MOTOR GRADER	07WJ00042
2050	12.290	12G	97	CAT 14H MOTOR GRADER	7WJ00590
2050	12.309	12G	99	CAT 163H MOTOR GRADER	5AK00203
2050	12.320	12H	97	CAT 16H MOTOR GRADER	6ZJ00342
2050	12.325	12G	02	CAT 14H MOTOR GRADER	7WJ01935
2050	12.339	12G	03	CAT 14H MOTORGRADER	ASE00727
2050	12.352	12F	05	CAT 163H MOTOR GRADER AWD	ARL00399
2050	12.7008	12H	94	CAT 16G/R MOTOR GRADER	93U3551
2050	12.710	12E	86	CAT 140G MOTOR GRADER	72V09488
2050	12.710S	12E	86	SPECTRA PHYSICS LAZERPLANE	
2050	12.714	12G	86	CAT 14G MOTOR GRADER	96U6726
2050	14.131	14C		HYSTR C210A 39 HP SF VIBRATORY	B75C1950R
2050	14.170	14F		TOWNR H D DISC 12 FT STUBBLE	D036-1-125
2050	14.186	14F		BUHOG H D DISC 6-6 FT STUBBLE	72-53
2050	14.209	14C		RAYGO SF54 VIBRATO SHEEPSFOOT	U010241020
2050	14.214	14F	88	ROME TRH20 11 FT DISC HARROW	10TRH-1756
2050	14.216	14G	88	BEGE TS1 16 FT DRAGSCRAPER	TS-1
2050	16.020	16I	87	SPCNS 6009 ASPH PAVER FEEDER	901334
2050	16.1201	16K	01	GOMACO CC1200 CURB CADET	904100077
2050	16.190	16N	90	BRGLD EX612 18 HP CURB BUILDER	88050412
2050	16.265	16E	96	BLAW KNOX PF200 PAVER	32000308
2050	16.288	16K	98	POWER CURBER 440-XL	440498841
2050	16.299	16G	99	CEDARAPIDS CR551 HOT MIX PAVER	47930
~~2050~~	~~16.306~~	~~16K~~	~~97~~	~~GOMACO GT6300 PAVER~~	~~900100-153~~
2050	16.311	16I	98	CEDARAPIDS MS-2 PICKUP MACH.	47726
2050	16.315	16I	99	CEDARAPIDS MS-2 PICK-UP MACH.	47958
2050	16.316	16G	99	CEDARAPIDS CR551 HOT MIX PAVER	48450

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2050	16.6140	16Y	99	BLAW KNOX RW195D	19512
2050	16.7008	16I	89	CEDARAPIDS MS1 ASPH P/U MACH	43328
050	18.015	18B	87	CAT 615 16 YD SELF LD SCRP	46Z01373
050	18.023	18C	94	CAT 623F SCRAPER	6BK00114
2050	18.024	18C	95	CAT 623F SELF LOADING SCRAPER	06BK00123
2050	18.025	18C	95	CAT 623F SELF LOADING SCRAPER	06BK00088
050	18.038	18A	99	CAT 613C SERIES II SCRAPER	8LJ01940
050	18.049	18C	03	CAT 623G SCRAPER	CES00323
050	18.966	18A	90	CAT 613 11 YD SELF LD SCRP	92X1917
2050	18.980	18B	90	CAT 615C 11 YD SELF LD SCRP	05TF00377
2050	18.984	18C	90	CAT 623E 22 YD SELF LD SCRP	6YF00161
050	22.045	22A		GE CAPITAL 12X60' OFFICE TRLR	SHHC12560129
050	22.062	22A	99	SPI 12'X 63' OFFICE TRLR	0699126S26151
2050	22.063	22A	01	MSI 12X60FT OFFICE TRAILER	MSWP246556
2050	22.063A	22A		MSI 12X60FT OFFICE TRLR	MSWP246557
050	22.159	22A		12X60 OFFICE TRAILER	051B241620
50	22.160	22A		12X60 OFFICE TRAILER	017672
50	22.161	22A		RIESWARD 12X25 OFFICE TRAILER	R50631028
2050	22.162	22A		SPI 12X60 OFFICE TRAILER	0699126526151
2050	22.163	22A		12X60 OFFICE TRAILER	QMS-02043
50	22.164	22A		12X60 DBL OFFICE TRAILER	OSIP241620
50	22.164A	22A		12X60 DBL OFFICE TRAILER	OSIP241619
2050	22.165	22A		MILLER 12X60 DBL OFFICE TRLR	6557
1050	22.165A	22A		MILLER 12X60 DBL OFFICE TRLR	6556
050	22.282	22A	78	10X20FT TRAILER PHM OFFICE	78571-1
50	22.315	22B		8X20 PARTS TRAILER	
50	22.356	22A		PORTABLE LAB TRAILER	
1050	22.421	22A	84	12X60FT SPACE OFFCE MOBILE OFF	0S1P241619
1050	22.421A	22A	84	OFFCE SPACE	0S1P241620
50	22.429	22A	89	12X40FT TRAILER SPACE OFFICE	SHHC12400701
50	22.845	22B	68	STRCK PARTS VAN	P566773
050	23.029	23A	96	AMSIG T321 MESSAGE BOARD	1A9B53215T2228107
050	23.030	23A	96	AMSIG T321 MESSAGE BOARD	1A9B53217T2228108
50	23.060	23A	68	SPCNS TRAILER	DR718772T
50	23.064	23A	92	WILSN FLATBED TRAILER	4DWFS1627N1000221
050	23.065	23A		WILSN FLATBED TRAILER	4DWFS1822N1000253
050	23.069	23A	97	MLBLT 6x12 UTILITY TRLR	1W9U12206F1018077
050	23.1015	23A	99	SULLAIR COMPRESSOR	004126064
0	23.1016	23A	99	SULLAIR COMPRESSOR	004126588
0	23.1017	23A	99	SULLAIR COMPRESSOR	004126640
050	23.1018	23A	99	SULLAIR COMPRESSOR	004126641
050	23.1019	23A	95	AMER SIGNAL SOLAR MESSAGEBOARD	134431
0	23.1020	23A	95	AMER SIGNAL SOLAR MESSAGEBOARD	134432
0	23.1021	23A	96	AMER SIGNAL SOLAR MESSAGEBOARD	139354
050	23.1040	23A	96	SULL 185 CFM COMPRESSOR	00411898
050	23.1041	23A	96	SULL 185 CFM COMPRESSOR	004118989
050	23.1042	23A	96	SULL 185 CFM COMPRESSOR	004118990
0	23.1043	23A	96	SULL 185 CFM COMPRESSOR	004118991
0	23.1044	23A	97	SULL 185 CFM COMPRESSOR	004121530
050	23.1047	23A	97	SULL 185 CFM COMPRESSOR	004121527
050	23.1053	23A		SPCNS IMPLEMENT TRAILER	CA828772

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Cost Cntr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	23.1059	23A		UTILITY TRAILER	1DS0000A3P17K1860
2050	23.1071	23A		SPCNS 5X8 FT UTILITY TRAILER	278523
2050	23.1072	23A	99	WANCO WTSP75 ARROWBOARD	1249643
2050	23.1073	23A	99	SOLAR TECH MESSAGE BOARD	407308
2050	23.1074	23A	99	SOLAR TECH MESSAGE BOARD	407309
2050	23.1075	23A	99	MULTIQUIP 150 KW GENERATOR	7600027
2050	23.1076	23A	99	MC CLINTOCK 550 GL WATER TRLR	00583
2050	23.1077	23A	99	ALLMAND 2200/SE ARROW BOARD	98-10-B404
2050	23.1078	23A	99	WANCO WTSP75 ARROWBOARD	709B458
2050	23.1079	23A	99	WANCO WTSP75 ARROWBOARD	1249437
2050	23.1080	23A	99	WANCO WTSP75 ARROWBOARD	1249439
2050	23.1100	23A	00	CART-A-WAY 550 GL WATER TRLR	4MFWB1327XW000584
2050	23.1101	23A	00	WANCO WRSP75 SOLAR ARROWBOARD	1W91S1019X1249644
2050	23.1102	23A	00	WANCO WRSP75 SOLAR ARROWBOARD	1W91S10171249626
2050	23.1137	23A	00	LEROI 200 CFM COMPRESSOR	3535X74
2050	23.1138	23A	00	LEROI 200 CFM COMPRESSOR	3535X75
2050	23.1139	23A	00	LEROI 200 CFM COMPRESSOR	3535X76
2050	23.1140	23A	00	LEROI 200 CFM COMPRESSOR	3535X79
2050	23.1145	23A		SPCNS UTILITY TRAILER	C601303
2050	23.1151	23A	00	SPCNS 4" STAND PIPE	23.1151
2050	23.1152	23A	00	SPCNS 8" STAND PIPE	23.1152
2050	23.145	23A	93	SPCNS UTILITY TRAILER	CA702371
2050	23.164	23A	96	AMIDA SOLAR ARROW BOARD	950730843
2050	23.165	23A	96	AMIDA SOLAR ARROW BOARD	960133844
2050	23.166	23A	96	AMIDA SOLAR ARROW BOARD	960133843
2050	23.167	23A		SPCS WATER STAND PIPE	28423
2050	23.2050	23A		MESSAGE BOARD MAINT.ONLY	
2050	23.237	23A	94	05MB4 MESSAGE BOARD	51270FCE
2050	23.239	23A		SOLAR ARROW BOARD	9106 B309
2050	23.241	23A	94	05MB1 MESSAGE BOARD	512087FBE
2050	23.278	23A		SPCNS CONCRETE SAW TRAILER	CAL70908
2050	23.300	23A	94	ADDCO MESSAGE BOARD	8178
2050	23.301	23A		LTTLE BARRICADE TRAILER	EN12186
2050	23.307	23A	94	ADDCO MESSAGE BOARD	7847
2050	23.310	23A		PUMPMASTER PORTABLE PUMP	MFD142
2050	23.327	23A	95	BOSS LITE PLANT	95-2-2241
2050	23.329	23A	95	BOSS LITE PLANT	95-2-2245
2050	23.330	23A	95	BOSS LITE PLANT	95-2-2246
2050	23.371	23A	95	ADDCO SOLAR MESSAGE BOARD	583906
2050	23.372	23A	95	ADDCO SOLAR MESSAGE BOARD	583907
2050	23.409	23A		EMULSION SPRAYER, PM230T	1D9PM113-2-S1004546
2050	23.410	23A		EMULSION SPRAYER, PM230T	1D9PM113-0-S1004545
2050	23.411	23A		EMULSION SPRAYER, PM230T	1D9PM113-1-S1004540
2050	23.412	23A		WATER TANK, 500 GAL.	1B9UO820XS1031032
2050	23.413	23A		WATER TANK, 500 GAL.	1B9UO820XS1031033
2050	23.415	23A		MORTAR MIXER	099
2050	23.417	23A		LASER TRAILER, 1 AXLE	LT2
2050	23.418	23A		LASER TRAILER, 1 AXLE	LT1
2050	23.420	23A		WATER STAND PIPE, 1 AXLE	28419
2050	23.421	23A		WATER STAND PIPE, 1 AXLE	002
2050	23.422	23A		WATER STAND PIPE, 1 AXLE	0003

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2050	23.423	23A		WATER STAND PIPE, 1 AXLE	0004
2050	23.424	23A		WATER STAND PIPE, 1 AXLE	0005
2050	23.425	23A		WATER STAND PIPE, 1 AXLE	0006
2050	23.440	23A		BOX TRAILER	1WC200E2634020037
2050	23.441	23A		UTILITY TRAILER	773809
2050	23.442	23A		AMIDA ARROWBOARD	474
2050	23.500	23A	96	SPCNS PORTABLE BBQ	CA784247
2050	23.530	23A		COLEMAN MH4000 LIGHT TOWER	RD3177
2050	23.531	23A		COLEMAN MH4000 LIGHT TOWER	RD3187
2050	23.532	23A		COLEMAN MH4000 LIGHT TOWER	6948
2050	23.534	23A		COLEMAN MH4000 LIGHT TOWER	RD3151
2050	23.615	23A	97	CART AWAY CWT-500 TANK	4MFWB1329VW00D194
2050	23.618	23A	96	AMIDA SOLAR ARROW BOARD	970641641
2050	23.619	23A	96	AMIDA SOLAR ARROW BOARD	970641642
2050	23.620	23A	97	WHITEMAN MORTAR MIXER	JJ753685
2050	23.621	23A	97	WHITEMAN MORTAR MIXER	JJ753686
2050	23.645	23A	97	MULTIQUIP 25 WATT GENERATOR	7100893
2050	23.672	23A	96	MILLER 12 FT UTILITY TRAILER	1M9U1220XT1250025
2050	23.681	23A		AMERICAN SIG SOLAR MESS BOARD	1A9BS3218V2228542
2050	23.682	23A		AMERICAN SIG SOLAR MESS BOARD	1A9BS3212V2228544
2050	23.711	23A		5 X 10 UTILITY TRAILER	53081LV5595
2050	23.713	23A	98	AMERICAN SOLAR MESSAGE BOARD	1A9BS3214V2228612
2050	23.715	23A	98	AMERICAN SOLAR MESSAGE BOARD	1A9BS3215V2228613
2050	23.736	23A		MORTAR MIXER	K755318
2050	23.744	23A		LIGHT TOWER	9825240
2050	23.746	23A		LIGHT TOWER	9784585
2050	23.784	23A		CLIPP C141 14 HP CONCRETE/SAW	87AM741510101
2050	23.800	23A	87	SPCNS NONE 1 AXLE LASER TRAIL	H0002
2050	23.834	23A	89	TANDM AQUATRAN 550 GL WATER T	14-721
2050	23.835	23A	89	TANDM AQUATRAN 550 GL WATER T	14-726
2050	23.836	23A	89	TANDM AQUATRAN 550 GL WATER T	14-728
2050	23.864	23A	89	SPCNS UTILITY UTILITY TRLR	CA509870
2050	23.899	23A	90	DIAMD PM23OT 230 GL OIL DIST	4140-61/90
2050	23.900	23A	90	DIAMD PM23OT 230 GL OIL DIST	414010190
2050	23.905	23A		COLMN MH4000 LITE PLANT	RD639
2050	23.906	23A		COLMN MH4000 LITE PLANT	RD3637
2050	23.930	23A	89	DIAMD OIL DIST	4012-108/89
2050	23.937	23A	90	SPCNS FLATBED TRAILER	CA631494
2050	23.938	23A	90	SPCNS FLATBED TRAILER	CA631555
2050	23.951	23A	90	TRLKG FLATBED TRAILER	1TKU01621LM015595
2050	23.980	23A	91	PACAM TRAILER	40LUB1426NP013874
2050	25.076	25B	87	MAGNA PLUS 125KW GENSET	
2050	25.175	25A	84	TATE T18763 15 KW TRLR MOUNTE	063FF/6786471
2050	25.176	25A	84	TATE T18763 15 KW TRLR MOUNTE	962FF/6786469
2050	25.279	25C	87	240KW GENSET	
2050	26.065	26A		LAYTN 8-12 FT SPREADER BOX	H9149B0
2050	30.224	30B	86	CAT 225 EXCAVATOR 1.75 YD	51U06213
2050	30.333	30D	89	CAT 245B EXCAVATOR 3 YD	6MF00124
2050	30.335	30B	89	CAT 225 EXCAVATOR 2.4 YD	2ZD1117
2050	30.350	30B	92	CAT 325L EXCAVATOR	02JK00194
2050	30.363	30B	95	CAT 325L EXCAVATOR	7LM0586

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2050	30.390	30B	98	CAT 330BL EXCAVATOR	6DR02040
2050	30.401	30B	99	CAT 330BL HYDRAULIC EXCAVATOR	6DR03181
2050	30.402	30D	98	CAT 375L EXCAVATOR	1JM00376
2050	30.405	30E	98	KOMATSU PC1100 EXCAVATOR	010020
2050	30.405S	30E	98	ESCO SHDC 45" ROCK BUCKET	
2050	30.432	30B		JD 330 EXCAVATOR	FF0330X08116
2050	30.433	30B		CAT 330 EXCAVATOR	6DR04647
2050	30.434	30B		CAT 325 EXCAVATOR	2JR03199
2050	30.456	30B	05	CAT 321C LCT HYD EXCAVATOR	MCF00637
2050	45.016	45A	05	INTL 4000 GAL WATER TRUCK	
2050	45.021	45A		INTL 4000 GL WATER TRUCK	
2050	45.032	45A		2500 GAL WATER TRUCK	
2050	45.085	45A		I.R. DD28 ROLLER	170552
2050	45.316	45A		I.R. DD90HF VIB ROLLER	172682
2050	45.318	45A		I.R. DD90HF VIB ROLLER	172566
2050	45.319	45A		BOMAG BW211D	1015B0371654
2050	45.353	45A		I.R. DD28 ROLLER	173650
2050	45.354	45A		JD 410E BACKHOE/LOADER	873185
2050	45.355	45A		I.R. DD90 ROLLER	161561
2050	45.356	45A		CAT 980F LOADER	4RN00549
2050	45.357	45A		I.R. DD28 ROLLER	174261
2050	45.374	45A		JD 210LE SKIPLOADER	T0210LE881603
2050	45.382	45A		I.R. DD24 ROLLER	165547
2050	45.384	45A		I.R. DD90HF ROLLER	172803
2050	45.395	45A		I.R. DD24 ROLLER	174248
2050	45.405	45A		CAT 627G SCRAPER	AXF00564
2050	45.410	45A		DEERE 710G BACKHOE	T0710GX935224
2050	45.418	45A		DEERE 710G BACKHOE	T0710GX937307
2050	45.421	45A		I.R. DD24 ROLLER	174030
2050	45.429	45A	02	VIBRAMAX 265 84" SD ROLLER	JKC8308401
2050	45.430	45A		CAT 825C COMPACTOR	86X728
2050	45.444	45A		WACKER RD11A 1-3 TON ROLLER	5404016
2050	45.449	45A		JD 210LE SKIPLOADER	T0210LE882756
2050	45.453	45A	04	BOMAG 3-5 TON ROLLER	101170519963
2050	45.455	45A		JD 210LE SKIPLOADER	T0210LE88219
2050	45.469	45A		JD 210LE SKIPLOADER	T0210LE882115
2050	45.470	45A		VIBROMAX 1105D 84" SD ROLLER	JKC8310606
2050	45.474	45A		VIBROMAX 265 3-5 TON ROLLER	JKC5307902
2050	45.478	45A		BOBCAT S175	525215730
2050	45.479	45A		JD 710D BACKHOE	T0710DJ890692
2050	45.480	45A		JD 710D BACKHOE	T0710DJ853762
2050	45.481	45A		JD 410D BACKHOE	T0410GX935681A
2050	45.482	45A		JD 710D BACKHOE	T0710GX946439
2050	45.483	45A		BOMAG BW120 ROLLER	101170519770
2050	45.484	45A		JD 710D BACKHOE	T07100J888331
2050	45.485	45A	04	JD 210LE SKIPLOADER	J0210LE882757
2050	45.486	45A	04	VIBRAMAX 265 3-5 TN ROLLER	JKC5307900A
~~2050~~	~~45.487~~	~~45A~~		~~JD 710G BACKHOE~~	~~T0710GX946889~~
2050	45.488	45A		JD 710G BACKHOE	T0710GX946867
2050	45.489	45A		JD 710G BACKHOE	T0710GX947524
2050	45.490	45A		JD 710G BACKHOE	T0710GX935334

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2050	45.491	45A		JD 710G BACKHOE	T0710GX935247
2050	45.492	45A		BOMAG BW177D-3 66" SD ROLLER	901581531119
2050	45.493	45A		CAT CB2240 3-5 TON ROLLER	CATCB224K8R201802
2050	45.494	45A		CASE 570MXT SKIPLOADER	JJG0300323
2050	45.495	45A		JD 210LE SKIPLOADER	883200
2050	45.496	45A		CAT 330CL EXCAVATOR	CYA00572
2050	45.497	45A		BOMAG BW120 3-5 SMOOTH ROLLER	101880021553
2050	45.499	45A	05	SUPER-PAC 8421 84" PD ROLLER	CS8241
2050	45.500	45A	05	CAT 325CL EXCAVATOR	BMM00606
2050	45.501	45A	00	GRADALL 10K RT FORKLIFT	0355593
2050	45.502	45A	04	JD 210LE SKIP LOADER	T0210LE882801
2050	45.503	45A		I/R DD24 84" PAD DRUM ROLLER	5024180115
2050	45.504	45A		GRADALL 544D 10K FORKLIFT	0355815
2050	45.505	45A		CAT 430D BACKHOE	0BKN01261
2050	45.506	45A		DYNAPAC CA251PD 84" PAD DRUM	5812
2050	45.507	45A		JD 210LE SKIPLOADER	884204
2050	45.508	45A		BOMAG BW211D	BW120AD-3
2050	45.509	45A		CAT 815 COMPACTOR	1GM665
2050	45.510	45A		MANITOWOC 4100 CRAWLER CRANE	41481
2050	45.511	45A		JD 210LE SKIPLOADER	T0210LE883199
2050	45.512	45A		BOMAG BW213	205409
2050	45.513	45A		SUPERPAC 84" SD ROLLER	JKC8310700
2050	45.514	45A		CAT 613 SCRAPER	8LJ1610
2050	45.515	45A	04	JD 210LE SKIPOADER	T0210LE882918
2050	45.516	45A	04	JD 210LE SKIP LOADER	T0210LE882798
2050	45.517	45A	04	CAT D8R DOZER	1NM19892
2050	45.518	45A	04	VIBROMAX 84" SD ROLLER	JKC8310209
2050	45.519	45A	02	BOMAG BW213 84" PD ROLLER	101580241149
2050	45.520	45A	03	I-R DD24 48" 3-5 TON ROLLER	174260
2050	45.521	45A	05	TERRAMITE TSS36 MECH BROOM	25T50306
2050	45.522	45A		JD 270C EXCAVATOR	FF270CX071249
2050	45.523	45A	02	REACHLIFT 10K	0160000249
2050	45.524	45A		JD 210LE SKIPLOADER	T0210LE883148
2050	45.525	45A		DYNAPAC CA262PD 84" PAD DRUM	67670371
2050	45.526	45A		WACKER RD11A 3 TON ROLLER	5325974
2050	45.527	45A		I/R DD24 3 TON ROLLER	151607D
2050	45.528	45A		DYNAPAC CC102 3-5 TON ROLLER	60112931
2050	45.529	45A		CAT AP655C PAVER	CDG00285
2050	45.530	45A		DYNAPAC CA3020 84" SD ROLLER	68220346
2050	45.531	45A		LINKBELT 460 EXCAVATOR	K7JK-8259
2050	45.532	45A		REX 350 COMPACTOR	HTR650
2050	45.533	45A		INTL 4000 GAL WATER TRUCK	
2050	45.534	45A		I/R DD24 3-5 TON ROLLER	182836
2050	45.536	45A		BOMAG BW120AD 3-5 TON ROLLER	101880021592
2050	45.537	45A		INTL 4000 GAL WATER TRUCK	
2050	45.539	45A		I/R DD24 3-5 TON ROLLER	182834
2050	45.540	45A		JD 210LE SKIPLOADER	T07210LE882116
2050	45.541	45A		JD 210LE SKIPLOADER	T0210LE88212603
2050	45.542	45A		4,000 GAL WATER TRUCK	
2050	45.543	45A		LINKBELT 260LX EXCAVATOR	K5J4-9185
2050	45.544	45A		I/R DD24 3-5 TON ROLLER	179904

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2050	45.545	45A		I/R DD24 54" PD ROLLER	183896
2050	45.546	45A		CAT 321C EXCVATOR	MCF00736
2050	45.547	45A		I/R DD24 3-5 TON ROLLER	184101
2050	45.548	45A		JD 210 SKIPLOADER	T0210LE882114
2050	45.549	45A		JD 410G BACKHOE	T0410GX935681
2050	45.550	45A		JD 710G BACKHOE	T0710GX941003
2050	45.551	45A		I/R DD24 3-5 TON ROLLER	151607
2050	45.552	45A		BOMAG BW213 84" PAD DRUM	101580241044B
2050	45.553	45A		I/R DD24 3-5 TON ROLLER	184100
2050	45.554	45A		VOLVO 6620P 66" 5 TON ROLLER	109520510233U
2050	45.555	45A		CAT 330 EXCAVATOR	DKY03795
2050	45.556	45A		CAT 320 EXCAVATOR	PAB00826
2050	45.557	45A		JD 710G BACKHOE	T0710GX948992
2050	45.558	45A		VIBROMAX 3-5 TON ROLLER	JKC5307900
2050	45.559	45A		JD 710G BACKHOE	T0710GX948223
2050	45.560	45A		JD 210LE SKIPLOADER	T0210LE883839
2050	45.561	45A		I/R DD24 ROLLER	183394
2050	45.562	45A		CAT 446 BACKHOE	5BL3216
2050	45.563	45A		BOMAG BW120 56" PAD DRUM	109510510287
2050	45.564	45A		JD 710D BACKHOE	T0710DJ853581
2050	45.565	45A		GENIE 60' MANLIFT	288D
2050	45.566	45A		KUBOTA 3430D MOWER	J4519
2050	45.567	45A	04	JD 210LE SKIP LOADER	T0210LE882129
2050	45.568	45A		BOMAG BW213 84" PAD DRUM	101580241044
2050	45.569	45A		JD 210LE SKIPLOADER	T0210LE884215
2050	45.571	45A	00	I-R DD24 3.5 TN ROLLER	158626
2050	45.572	45A		4,000 GAL WATER TRUCK	
2050	45.574	45A	04	JD 80C EXCAVATOR	FF080CX011346
2050	45.576	45A	05	JD 210LE SKIPLOADER	T0210LE881562
2050	45.577	45A	05	IR DD24 ROLLER	158639
2050	45.578	45A	04	IR DD24 ROLLER	158624
2050	45.579	45A	03	BOMAG 84" ROLLER	10580241196
2050	45.580	45A	88	CAT 815 COMPACTOR	172815
2050	45.581	45A	04	I.R. REACHLIFT VR636	154525
2050	45.583	45A	05	I-R DD24 ROLLER	179372
2050	45.584	45A	03	JD 210LE SKIPLOADER	T0210LE888414
2050	45.585	45A	98	CAT 631C SCRAPER	1201
2050	45.586	45A	98	CAT 631C SCRAPER	972
2050	45.587	45A	04	BOMAG 84" SD ROLLER	CS8421D28008
2050	45.588	45A	03	CAT 200C PNEUN ROLLER	5JR458
2050	45.589	45A	05	I-R DD24 3.5 TON ROLLER	179373
2050	45.590	45A	98	GROVE RT9100 CRANE	87534
2050	45.592	45A	04	SUPERPAC 8421 84" ROLLER	CS842D28014
2050	45.593	45A	99	JD 210LE SKIP LOADER	T0210LE880136
2050	45.594	45A	05	JD 210LE SKIP LOADER	T0210LEW884215
2050	45.595	45A	95	CAT D6H(2) DOZER	3ZF6192
2050	45.598	45A	03	CHEV C3500 FIELD TRUCK	1GBKC34J4YF431734
~~2050~~	~~45.599~~	~~45A~~	~~02~~	~~I-R DD24 3-5 TON ROLLER~~	~~184306~~
2050	45.601	45A	05	BOMAG 3-5 TON ROLLER	101880021595
2050	45.602	45A	04	JD 210LE SKIP LOADER	T0210LE882181
2050	45.603	45A	05	CAT 330 EXCAVATOR W/HYD HAMMER	PAC776

551220

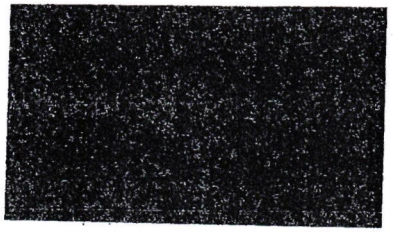
GRANITE CONSTRUCTION COMPANIES
Equipment Book Report

Cost Cntr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	45.604	45A	05	CAT 330 EXCAVATOR	DKY03766
2050	45.605	45A	00	BOMAG BW100AD 84" ROLLER	101150513168
2050	45.606	45A	03	CAT CP323 PD ROLLER	CATCP323KDM00546
2050	45.607	45A	05	I-R SD110D ROLLER	178584
2050	45.608	45A		JD 210LE SKIPLOADER	T0210LE880668
2050	45.609	45A		I/R SD70D 66" SD ROLLER	184059
2050	45.610	45A		DITCH WITCH VAC TRAILER	2Z0662
2050	45.611	45A		JD 210LE SKIPLOADER	T0210LE882127
2050	45.612	45A		SUPERPAC 66" PD ROLLER	C56620C24045
2050	45.613	45A		CAT 613 SCRAPER	8LJ2321
2050	45.614	45A		SUPERPAC 8421 84" PD ROLLER	158247
2050	45.615	45A		I/R DD70 5 TON ROLLER	183250
2050	45.617	45A		CAT D8R DOZER	AKA00984
2050	45.618	45A		WACKER RE11A 1-3 T ROLLER	8578952
2050	45.619	45A		JD 410E BACKHOE	T0410EX887873
2050	45.620	45A		CAT 140H MOTORGRADER	2ZK00708
2050	45.621	45A		I/R SD25 42" PD ROLLER	180440
2050	45.622	45A		CAT 815 COMPACTOR	967
2050	45.623	45A		JD 210LE SKIPLOADER	47396
2050	45.624	45A		BOMAG BW120 3-5 T ROLLER	23511
2050	45.625	45A		BOMAG BW100 3-5 T ROLLER	10115051313475
2050	45.626	45A		I/R DD70 5 TON ROLLER	175251
2050	45.627	45A	05	BOBCAT S220 W / PLANER	526212772
2050	45.629	45A	03	JD 210LE SKIPLOADER	1989
2050	45.632	45A		JD 80C EXCAVATOR	FF080CX011332
2050	45.633	45A		JD 210LE SKIPLOADER	T0210LE882188
2050	45.635	45A		VIBROMAX 54" SD ROLLER	JKC9601601A
2050	45.636	45A		BOBCAT 753	515820404
2050	45.638	45A		JD 210 SKIPLOADER	T0210LE884452
2050	45.639	45A	04	CAT 330CL EXCAVATOR	DKY02466
2050	45.641	45A		BOMAG 84" PD ROLLER	9015824611
2050	45.642	45A		TAKEUCHI TB175 TRACK EXCAVATOR	17511950
2050	45.643	45A		CASE 580 BACKHOE	V5C388082
2050	45.644	45A		I/R 42" PD ROLLER	182918
2050	45.645	45A		JD 710 BACKHOE	
2050	45.646	45A		CAT 345C EXCAVATOR	DHP00290
2050	45.647	45A		CAT 815 COMPACTOR	BKL00773
2050	45.648	45A		CAT 446 BACKHOE	BBL00436
2050	45.649	45A		CAT 320 EXCAVATOR	PAB03920
2050	45.651	45A	05	VIBROMAX 84" P/D ROLLER	JKC8310903
2050	45.652	45A	04	BOMAG BW120 3-5 TON ROLLER	101170519964DUP
2050	45.653	45A	04	KOMATSU PC300 EXCAVATOR	A83370
2050	45.654	45A		BOMAG 84" P/D ROLLER	66320421
2050	45.655	45A	98	CAT 345 BL EXCAVATOR	5WS0212
2050	45.656	45A	04	GRADALL TELSCOPIC FORKLIFT	VR1056C
2050	45.657	45A	00	CAT D10R DOZER	
2050	45.658	45A	00	JD 710 BACKHOE	T0710BE882582
2050	45.659	45A	89	CAT 815 COMPACTOR	152440
2050	45.660	45A	04	DYNAPAC 54" P/D ROLLER	60310700
2050	45.661	45A	04	CAT 634 DD ROLLER	3BR384
2050	45.662	45A	05	CAT 321 EXCAVATOR	MCF00794

R551220

GRANITE CONSTRUCTION COMPANIES
Equipment Book Report

Cost Cntr	Equipment Number	Rate Group	Year	Description	Serial Number
2050	45.663	45A	05	BOMAG 3-5 TON ROLLER	101880021556
2050	45.664	45A	02	VIBROMAX 1105 94" PD ROLLER	JKC8308305
2050	45.665	45A	03	JOHN DEERE 310 BACKHOE	T0310EX87992
2050	45.666	45A	05	JD 210LE SKIPLOADER	T0210LE884336
2050	45.667	45A	99	IR DD28 3-5 TON ROLLER	173979
2050	45.668	45A	04	I-R DD24 3-5 TON ROLLER	177474
2050	45.669	45A	02	JOHN DEERE 210LE SKIPLOADER	TO210LE881582
2050	45.670	45A	03	CAT 483 48" PD ROLLER	PEA500233
2050	45.671	45A	99	DYNAPAC 3-5 TON ROLLER	60114441
2050	45.672	45A	00	JOHN DEERE 710 BACKHOE	890692
2050	45.673	45A	01	BOMAG BW172 66" SD ROLLER	136520121205
2050	45.674	45A	96	CAT D6H DOZER	3ZF6342
2050	45.676	45A	05	CAT CB214 3-5 TON ROLLER	021400277
2050	45.677	45A	05	CEDARAPIDS CR PAVER DEMO	60097
2050	45.678	45A	05	JOHN DEERE 210 SKIPLOADER	T0210LE883535
2050	45.679	45A	01	JOHN DEERE 310 BACKHOE	T0310SG893922
2050	45.681	45A	02	DYNAPAC DY35 3-5 TON ROLLER	60115047
2050	45.683	45A	04	BOBCAT S175	525215014
2050	45.684	45A	03	CAT 308 EXCAVATOR	0KCX00272
2050	45.685	45A	05	CAT D5 DOZER	0WGB01674
2050	45.686	45A	99	CAT 815 COMPACTOR	15ZP67
2050	45.687	45A	05	I-R DD54 54" S/D ROLLER	182404
2050	55.013	55A		DITCH WITCH 3700 TRENCHER	8R0731
2050	59.004	59A	04	JD GATOR 4X4	M0HP4GX012685
2050	59.088	59A	95	HTC 2000 SHOULDER MACHINE	1D0543010
2050	59.093	59A		MILLR 1 AXLE 300 AMP WELDER	HH002012
2050	59.105	59A	94	MILLER WELDER 300 AMP DIESEL	2H192483
2050	59.151	59A	00	POWER VAC 500 TRLR MOUNTED	
2050	59.188	59A	88	KBOTA MOWER SMALL VERNAL POND	50974
2050	59.234	59G	03	TOPCON GPS SYSTEM	
2050	59.235	59G	03	TOPCON GPS SYSTEM	
2050	59.258	59G	04	TOPCON GPS SYSTEM	
2050	59.277	59A		FELCO 28' BEDDING CONVEYOR	012-0304-598
2050	59.278	59G	05	TOPCON SINGL ANTENNA GPS	1094/1758/1030
2050	80.1012	80A		30X50 LATTICE BLT	



CITY OF RANCHO CORDOVA

ADDENDUM NO. 1

TO

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS FOR THE CONSTRUCTION OF

2006 RANCHO CORDOVA
PAVEMENT REHABILITATION PROJECT

July 17, 2006

The bidder shall execute the certificate at the end of Addendum No. 1 and shall attach the addendum to the Contract Documents submitted with the bid.

Failure to comply shall be cause to consider the bid non-responsive.

2006 Rancho Cordova
Pavement Rehabilitation Project
Addendum No. 1
July 17, 2006

NOTICE TO PROSPECTIVE BIDDERS

All prospective bidders are hereby notified that the contract documents have been revised as follows:

1. All plan sheets, excluding T-1 and T-2 indicating a **2" ARHM Overlay** shall be revised to state **1.5" ARHM Overlay.**

2. Overlay work within the limits of Vanguard Drive and the portion of Explorer Drive, from Lincoln Village (east end) to Union Springs Way (west end), shall receive Pavement Reinforcing Fabric and Paving Asphalt Binder between the existing AC surfacing and new ARHM overlay.

3. Estimated quantities of ARHM—GG Pavement Overlay shall be reduced **to 8,895 Tons.**

4. The following item has been added to the Bid Schedule and shall be considered for bid:
   - Pavement Reinforcing Fabric

5. The Notice to Contractors stating the total project estimate is $3,300,000 is revised to state $2,840,000

2006 Rancho Cordova
Pavement Rehabilitation Project
Addendum No. 1
July 17, 2006

BIDDER'S CERTIFICATE

I acknowledge receipt of Addendum No. 1 to the contract documents for the 2006 Rancho Cordova Pavement Rehabilitation Project and accept all conditions contained herein.

Date: July 28, 2006

GRANITE CONSTRUCTION COMPANY
Bidder

BY: 
Signature

Jigisha Desai, Assistant Secretary
Title

This Bidder's Certificate must be included with the Bid. Failure to comply shall be cause to consider the bid non-responsive.

2006 Rancho Cordova
Pavement Rehabilitation Project
Addendum No. 1
July 17, 2006

ATTACHMENTS

CITY OF RANCHO CORDOVA

ADDENDUM NO. 2

TO

CONTRACT DOCUMENTS, SPECIFICATIONS, AND DRAWINGS FOR THE CONSTRUCTION OF

2006 RANCHO CORDOVA
PAVEMENT REHABILITATION PROJECT

July 26, 2006

The bidder shall execute the certificate at the end of Addendum No. 2 and shall attach the addendum to the Contract Documents submitted with the bid.

Failure to comply shall be cause to consider the bid non-responsive.

2006 Rancho Cordova
Pavement Rehabilitation Project
Addendum No. 2
July 26, 2006

NOTICE TO PROSPECTIVE BIDDERS

All prospective bidders are hereby notified that the contract documents have been revised as follows:

1. The last paragraph in the "Notice to Contractors" of Addendum 1 is revised to state the proper time of completion date, which is July 2007.

2. The attached special provision shall be added to the project special provisions. (Compensation Adjustments For Price Index Fluctuations)

2006 Rancho Cordova
Pavement Rehabilitation Project
Addendum No. 2
July 26, 2006

BIDDER'S CERTIFICATE

I acknowledge receipt of Addendum No. 2 to the contract documents for the 2006 Rancho Cordova Pavement Rehabilitation Project and accept all conditions contained herein.

Date: 07/28/2006

GRANITE CONSTRUCTION COMPANY
Bidder

BY: _____
Signature

Jigisha Desai, Asst. Secretary
Title

This Bidder's Certificate must be included with the Bid. Failure to comply shall be cause to consider the bid non-responsive.

2006 Rancho Cordova
Pavement Rehabilitation Project
Addendum No. 2
July 26, 2006

ATTACHMENTS

COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

- Asphalt Concrete Type A
- Ashpalt Rubber Hot Mix-Gap Graded (ARHM-GG)
- Paving Asphalt (Binder)

The compensation payable for paving asphalt used in asphalt concrete, ARHM-GG and Paving Asphalt (Binder) will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (Iu/Ib is greater than 1.10 or less than 0.90) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete is included in a monthly estimate:

A. Total monthly adjustment = AQ
B. For an increase in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (Iu/Ib - 1.10) Ib$$

C. For a decrease in paving asphalt price index exceeding 10 percent:

$$A = 0.90 (Iu/Ib - 0.90) Ib$$

D. Where:

A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete rounded to the nearest $0.01.
Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.
Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.
Q = Quantity in tons of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer .

The adjustment in compensation will also be subject to the following:

A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the City may deduct the amount thereof from moneys due or that may become due the Contractor.
B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

NOTICE TO CONTRACTORS

Notice is hereby given that the City of Rancho Cordova, California will receive sealed bids as follows:

BID DATE: July 28, 2006

SUBMIT BIDS TO: PUBLIC WORKS DEPARTMENT
CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DRIVE,
RANCHO CORDOVA, CA 95760

FOR: 2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT

ESTIMATED CONSTRUCTION COST: $ 2,840,000

CONTRACTOR LICENSE REQUIRED: General Engineering Contractor, Class A

PROJECT DESCRIPTION:

The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for the placement of rubberized asphalt concrete pavement overlay for the removal and replacement of curb, gutter and sidewalk improvements for the installation of sidewalk ramps, storm drainage inlets, storm drain pipes and thermoplastic pavement striping and marking and for asphalt pavement removal and reconstruction within the limits of work on Explorer Drive, Vanguard Drive, Ambassador Drive, Rod Beaudry Drive, and Trinity River Drive, as well as other items and details not mentioned above but described in the Special Provisions or shown on the plans or as designated by the Engineer.

No project pre-bid conference or walk-through will be held for the purpose of reviewing and answering questions regarding this project. Any interested contractor or his/her agent may contact Kathy Garcia of the City of Rancho Cordova Public Works Department at (916) 851-8712 for specific questions regarding this project.

Award of this contract requires a valid California contractor's license with the classification identified above.

Contract Documents may be purchased at the City of Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, telephone (916) 851-8700 **between the hours of 9:00 a.m. - 4:30 p.m. Monday through Friday.** The cost for each set is $50.00. The County of Sacramento Standard Construction Specifications dated March 2004, which are incorporated by reference in the Contract Documents, are on sale at the County of Sacramento Municipal Services Agency, Technical Resources Section, 827 7th Street, Room 105, Sacramento, CA 95814.

Each bid must be submitted on the bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to the City of Rancho Cordova, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid.

The successful bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, acceptable to the City of Rancho Cordova, each for not less than one hundred percent (100%) of the contract price.

The contractor will be required to comply with the Equal Employment Opportunity Program outlined in the Contract Documents.

This is a construction project in accordance with Section 1771.5 of the California Labor Code.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file in the office of the City Clerk.

Pursuant to California Contract Code Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the City of Rancho Cordova to ensure performance under this contract.

The City of Rancho Cordova reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in their judgment, is the lowest responsive bid of a responsible bidder.

Time for completion is that all work must be completed by July 2007.

Cyrus Abhar,
Director of Public Works
City of Rancho Cordova

Date:

C. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the City using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the City will determine an index from the remaining posted prices. The City reserves the right to include in the index determination the posted prices of additional fields.

The California Statewide Paving Asphalt Price Index is available on the Division of Engineering Services website at:

http://www.dot.ca.gov/hq/esc/oe/asphalt_index/astable.html

NOTICE TO CONTRACTORS

Notice is hereby given that the City of Rancho Cordova, California will receive sealed bids as follows:

BID DATE: _____

SUBMIT BIDS TO: **PUBLIC WORKS DEPARTMENT**
CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DRIVE,
RANCHO CORDOVA, CA 95760

FOR: **2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT**

ESTIMATED CONSTRUCTION COST: **$ 2,840,000**

CONTRACTOR LICENSE REQUIRED: **General Engineering Contractor, Class A**

PROJECT DESCRIPTION: The work to be performed under this contract includes the furnishing of all labor, materials, and equipment for the placement of rubberized asphalt concrete pavement overlay for the removal and replacement of curb, gutter and sidewalk improvements for the installation of sidewalk ramps, storm drainage inlets, storm drain pipes and thermoplastic pavement striping and marking and for asphalt pavement removal and reconstruction within the limits of work on Explorer Drive, Vanguard Drive, Ambassador Drive, Rod Beaudry Drive, and Trinity River Drive, as well as other items and details not mentioned above but described in the Special Provisions or shown on the plans or as designated by the Engineer.

No project pre-bid conference or walk-through will be held for the purpose of reviewing and answering questions regarding this project. Any interested contractor or his/her agent may contact Kathy Garcia of the City of Rancho Cordova Public Works Department at (916) 851-8712 for specific questions regarding this project.

Award of this contract requires a valid California contractor's license with the classification identified above.

Contract Documents may be purchased at the City of Rancho Cordova City Hall, 2729 Prospect Park Drive, Rancho Cordova, CA 95670, telephone (916) 851-8700 **between the hours of 9:00 a.m. - 4:30 p.m. Monday through Friday**. The cost for each set is $50.00. The County of Sacramento Standard Construction Specifications dated March 2004, which are incorporated by reference in the Contract Documents, are on sale at the County of Sacramento Municipal Services Agency, Technical Resources Section, 827 7th Street, Room 105, Sacramento, CA 95814.

Each bid must be submitted on the bid forms provided in the Contract Documents. Each bid must also be accompanied by security in the form of a bid bond issued by a corporate surety, a certified check or cashier's check payable to the City of Rancho Cordova, or cash for an amount not less than ten percent (10%) of the aggregate sum of the bid.

The successful bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, acceptable to the City of Rancho Cordova, each for not less than one hundred percent (100%) of the contract price.

The contractor will be required to comply with the Equal Employment Opportunity Program outlined in the Contract Documents.

This is a construction project in accordance with Section 1771.5 of the California Labor Code.

Pursuant to California Labor Code Section 1720 and following, and Section 1770 and following, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing wage determinations are on file in the office of the City Clerk.

Pursuant to California Contract Code Section 22300, the contractor may, at its own expense, substitute securities for any money being withheld by the City of Rancho Cordova to ensure performance under this contract.

The City of Rancho Cordova reserves the right to reject any or all bids, to waive any informality in any bid, and to determine which bid, in their judgment, is the lowest responsive bid of a responsible bidder.

Time for completion of the work is 120 calendar days from the date of issuance of the Notice to Proceed by the City.

Cyrus Abhar,
Director of Public Works
City of Rancho Cordova

Date:

PAVEMENT REINFORCING FABRIC

Pavement Reinforcing Fabric shall conform to the provisions of Section 26-5 of the Standard Construction Specifications.

Paving Asphalt (Binder) shall be PG-70-10 and shall conform to Section 92 of the State Standard Specifications. The minimum asphalt binder temperature shall be 290 degrees F, with a distributor tank temperature not to exceed 324 degrees F. The asphalt binder shall be placed at a rate of one-quarter gallon (0.25 gal.) per square yard, or as directed by the Engineer.

The contract unit price paid per square yard for Pavement Reinforcing Fabric, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing pavement reinforcing fabric, complete in place, as shown or specified in the Contract, specified in these Specifications, and directed by the Engineer, and no additional compensation shall be given therefore.

Full compensation for furnishing and placing paving asphalt (binder) is included in the price paid for Pavement Reinforcing Fabric, and no additional compensation will be paid.

2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT

INSTRUCTIONS TO BIDDERS

INSPECTION OF SITE

Bidders are required to inspect the sites of the work to satisfy themselves by personal examination or by such other means, as they may prefer, of the locations of the proposed work and of the actual conditions at the project sites. Inspections shall be between the hours of 7:30 a.m. and 5:00 p.m. on weekdays only.

Submission of a bid by the bidder shall constitute acknowledgement that, if awarded the contract, the bidder has relied and is relying on its own examination of (a) the sites of work, (b) access to the sites and (c) all other data and matters requisite to the fulfillment of the work and on its own knowledge of the facilities on and in the vicinity of the sites of the work to be constructed under the contract.

PLANS AND SPECIAL PROVISIONS MUTUALLY EXPLANATORY

The Project Plans and Special Provisions are intended to be explanatory of each other. Any work indicated in the Plans and not in the Special Provisions or vice versa, is to be executed as if indicated in both. Should a discrepancy appear, or misunderstanding arise as to the impact of anything contained in either, the explanation of the City Engineer in relation thereto shall prevail.

The work shall be performed and completed according to the true spirit, meaning, and intent of the Plans and Special Provisions.

All work shown on the Plans shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed where given though they may differ from scaled measurements. Large-scale and / or full-size drawings shall be followed in preference to small-scale drawings. Any discrepancies found in the dimensions shall be brought to the immediate attention of the Engineer.

PREPARING AND SUBMITTING BIDS

Bids shall be made on the blank Proposal forms prepared by the Public Works Department and provided herewith. Bids shall give the prices proposed in figures and shall give all other information requested herein. The bidder or its authorized representative shall sign all bid forms as indicated.

Submittal of all bids shall be in accordance with the Notice to Contractors and these Instructions to Bidders.

Bidders must satisfy themselves of the accuracy of the estimate of the quantities of the work to be done by personal examination of the location of the proposed work and by examination of the Plans and Special Provisions of the work. Bidders shall not, at any time after the submission of a bid, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

Each bidder shall examine the bidding documents carefully and not later than five working days prior to the date for receipt of bids, shall make written request to the Engineer for interpretations or correction of any ambiguity, inconsistency, or error therein which he may discover. Any interpretation or correction by Addendum securely attached to the Contractor's bid shall be binding. No bidder shall rely upon any interpretation or correction given by any other method. Each bidder represents that its bid is based upon the materials and equipment described in the bidding documents, Plans and Special Provisions.

Before the award of the Contract, any bidder may be required to furnish evidence satisfactory to the City of the necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities, and all management, superintendence, labor, required testing and other necessary services. Bid prices shall also include allowance for all federal, state and local taxes.

BIDDER'S BOND

Each bid must be accompanied by cash, cashier's check, certified check or Bidder's Bond made payable to the City of Rancho Cordova in the amount of 10% of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

CONTRACTOR'S LICENSE FORM

Each bidder shall complete the Contractor's License Form included with the Proposal forms. Bidder shall be licensed in accordance with the Notice to Contractors.

NON-COLLUSION AFFIDAVIT

Each bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based, shall execute and attach thereto an affidavit substantially in the form herein provided to the effect that he/she has not entered into collusive agreement with any other person, firm or corporation in regard to any bid submitted.

LIST OF SUBCONTRACTORS

Each bidder shall have listed on the form provided, the name, address and description of the work, of each subcontractor to whom the bidder proposed to sublet portions of the work. For the purpose of this paragraph, attention is directed to the provisions in Section 8-1.01, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of the Standard Construction Specifications and these Special Provisions with regard to subcontracted portions of the work.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on public works projects. This list of debarred contractors is available from the Department of Industrial Relations web site at: http://www.dir.ca.gov/DLSE/debar.html.

EXPERIENCE

Each bidder shall complete the Experience/Qualifications Statement included with the Proposal forms.

ACTIONS ON PROPOSALS

The bid bonds for the three acceptable lowest bidders shall be retained until the City of Rancho Cordova has accepted the successful bidder. All other Bidder's Bonds shall be returned to the bidder five (5) working days after bid

BID SCHEDULE

2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT

The following quantites are approximate only and are given for the purpose of comparing proposals. The City does not expressly or by implication agree that the actual amount of work will correspond with quantities given herein, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or advisable by the Director of Public Works. Payment will be based upon the actual quantities installed or constructed, unless otherwise specified.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	ITEM TOTAL
1	Traffic Control Plan	1	LS		
2	Storm Water Pollution Control Plan	1	LS		
3	Portable Changeable Message Sign(s)	1	LS		
4	Clearing and Grubbing	1	LS		
5	Roadway Excavation	250	CY		
6	Unsuitable Material, Excavation & Backfill	250	CY		
7	Class 2 Aggregate Base	250	TONS		
8	Type A Asphalt Concrete	940	TONS		
9	Minor Pavement Reconstruction	470	CY		
10	Pavement Planing (Wedge Grinding)	289,230	SF		
11	ARHM-GG Pavement Overlay	13,240	TONS		
12	Remove and Replace Type 1 A PCC Curb and Gutter	6,220	LF		
13	Remove and Replace Type 2 PCC Curb and Gutter	230	LF		
14	Remove Existing Sidewalk & Construct PCC Sidewalks & Sidewalk Ramps	26,295	SF		
15	Detectable Warning Surface	163	EA		

BID SCHEDULE
2006 RANCHO CORDOVA PAVEMENT REHABILITATION PROJECT
(continued)

16	Lower Manhole Frame and Cover	164	EA	_____	_____
17	Adjust Manhole Frame & Cover to Grade	164	EA	_____	_____
18	Remove Storm Drain Inlet	33	EA	_____	_____
19	Type B Storm Drain Inlet	33	EA	_____	_____
20	Abandon Existing Storm Drain Inlet Lateral	33	EA	_____	_____
21	12" RCP CL 3 Storm Drain Inlet Lateral	1,680	LF	_____	_____
22	12" RCP CL 4 Storm Drain Inlet Lateral	100	LF	_____	_____
23	Repair Existing Storm Drain Manhole	19	EA	_____	_____
24	Type 1 Striping	18,400	LF	_____	_____
25	Type 8 Striping	350	LF	_____	_____
26	Type 21 Striping	235	LF	_____	_____
27	Type 38A Striping	605	LF	_____	_____
28	Type 39 / 39A Striping	33,475	LF	_____	_____
29	12" Wide White Stop Bar Limit Line and Crosswalk Striping	3,605	LF	_____	_____
30	Pavement Marking	3,300	SF	_____	_____

TOTAL ESTIMATE _____

TOTAL BID _____
Written

Contractor's Signature: _____

Contractor's Name (Printed): _____

MEMORANDUM

DATE: August 7, 2006

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: **CREATION OF THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY AND APPOINTMENT OF CITY REPRESENTATIVES**

RECOMMENDATION

It is recommended that City Council adopt **Resolution 146-2006** authorizing execution of the attached joint powers agreement and appoint representatives to the governing board of the Sacramento Central Groundwater Authority.

RESULT OF RECOMMENDED ACTION

Adoption of **Resolution 146-2006** would authorize creation of the Sacramento Central Groundwater Authority (SCGA) through execution of a joint powers agreement (JPA). In addition, adoption will authorize appointment of City and Golden State Water Company representatives to the SCGA governing board. Signatories to the JPA would consist of the City of Rancho Cordova, City of Elk Grove, City of Folsom, City of Sacramento and the County of Sacramento. Fiscal impact to the City of Rancho Cordova would be $10,000 per year to pay the City's share of ongoing data collection, analysis and reporting. The total cost would be paid collectively by all members of the board and is estimated to be $278,000 per year.

BACKGROUND

The City of Rancho Cordova Public Works Department has participated in the Central Sacramento County Groundwater Forum to prepare the Central Sacramento County Groundwater Management Plan (GMP). Preparation of the GMP was completed in 2006 with the purpose of maintaining Central Basin groundwater as a sustainable resource. The GMP lists specific action items to be undertaken, including development of a governing body consisting of Central Basin stakeholders. The GMP Executive summary is included as **Attachment 1**.

The City of Rancho Cordova, along with the County of Sacramento and the Cities of Elk Grove, Folsom and Sacramento (Signatories) propose to enter into a JPA in order to form the SCGA for the purpose of regulating and managing groundwater within the Central Basin. The boundaries of the SCGA will consist of the American River to the north; the southern boundary of the Omochumne-Hartnell Water District to the south; the Sacramento River and Interstate 5 to the west and by the Sacramento – El Dorado

County line to the east. **Attachment 2** further and more precisely depicts the proposed boundaries.

Council was presented with the draft governance structure for a proposed JPA at the March 20, 2006 Council meeting. Subsequent to the March meeting, the JPA has been completed and is provided as **Attachment 3**. Resolution 146-2006 authorizing execution of the JPA and appointment of representatives is provided as **Attachment 4**.

The SCGA will be staffed by the Sacramento County Water Agency and funded through contributions from the signatory agencies and water purveyors within the Central Basin. Water Forum staff working collaboratively with Sacramento County Water Agency staff have estimated the cost of the initial years operation of the JPA at approximately $278,000 annually. This estimate is based upon a scope of work established by the Central Sacramento County Groundwater Forum and incorporated into the pending GMP to be adopted by the SCGA. The funding is broken down as follows: a) Signatories to the JPA will pay an annual fee of $10,000; b) Surface water users will be assessed a fee of $6,000 and: c) Water pumpers will be charged a rate per acre foot of extraction with the first 5,000 acre feet exempt from charges. Agricultural and agricultural residential pumpers would be charged at a rate of 25% of what retail water purveyors will be charged. Also, due to the regional benefits of incorporating the agricultural and agricultural/residential users into the monitoring and reporting associated with the pending GMP, these charges would be assessed to Zone 13.

As outlined in the JPA, the Cities and County make appointments to the governing Board of the SCGA based on recommendations from the stakeholder interest groups. The members of the governing board serve four-year terms and are subject to reappointment. The Cities of Folsom, Elk Grove, and Sacramento currently propose to nominate staff to the SCGA Board. The County of Sacramento is nominating Supervisor Don Nottoli as primary representative and a staff member as alternate.

The City will appoint members to the SCGA Governing Board representing Golden State Water Company. In addition, the City is obligated to appoint a representative on behalf of the City of Rancho Cordova. Staff recommends that Council appoint the following members and alternates to the SCGA:

Organization	Nominees and Alternates
City of Rancho Cordova	Cyrus Abhar Albert Stricker (alt)
Golden State Water Company	Scott Fort, District Engineer Paul Schubert, District Manager (alt)

If so desired, City Council may choose to appoint Council members to fill the primary and/or alternate positions at this time.

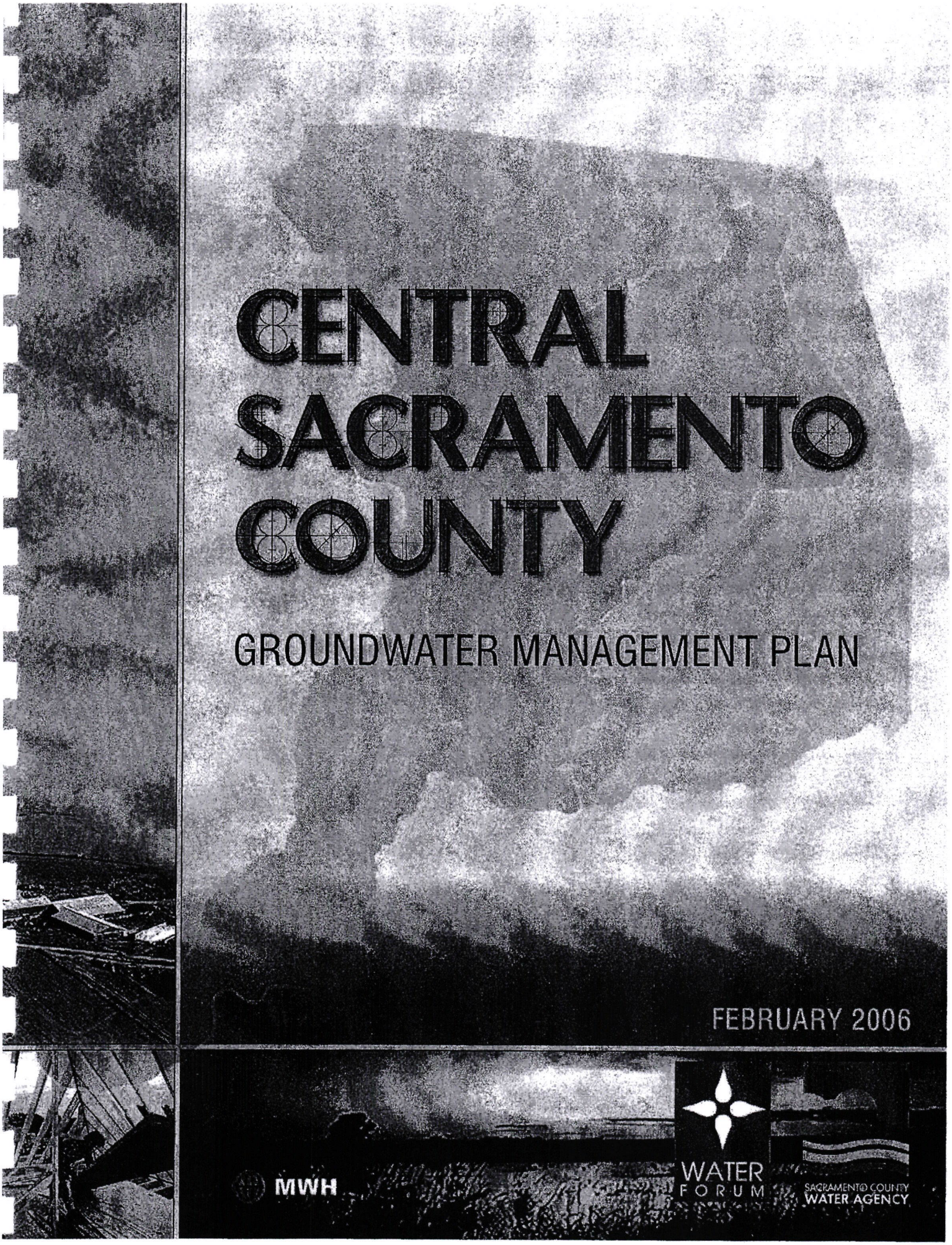
FISCAL IMPACT

Fiscal impact to the City of Rancho Cordova would be $10,000 per year to pay the City's share of ongoing data collection, analysis and reporting. The total cost would be paid collectively by all members of the board and is estimated to be $278,000 per year.

ATTACHMENTS

1. Groundwater Management Plan Executive Summary
2. Sacramento Central Groundwater Authority Boundaries
3. Joint Powers Agreement Forming the Sacramento Central Groundwater Authority
4. Resolution 146-2006

ATTACHMENT 1


CENTRAL SACRAMENTO COUNTY
GROUNDWATER MANAGEMENT PLAN
FEBRUARY 2006
MWH
WATER FORUM
SACRAMENTO COUNTY WATER AGENCY

Members of the Central Sacramento County Groundwater Management Plan Task Force

The following participants are thanked for generously giving their time and effort in the oversight and preparation of the Central Sacramento County Groundwater Management Plan:

Agricultural Interests:

Denny Lewis *(Sacramento County Farm Bureau)*

Ronald Lowry *(Omochumne-Hartnell Water District)*

Larry Rodriguez *(Omochumne-Hartnell Water District)*

Agricultural/Residential Interests:

Stuart Helfand *(Ag/Res Resident)*

Ken Stroth *(Ag/Res Resident)*

Business Interests:

Ken Allred *(Building Industry Association/Chambers of Commerce)*

Environmental/Community Organizations Interests:

Mike Eaton *(The Nature Conservancy)*

Rick Bettis *(League of Woman Voters)*

Local Governments/Public Agencies Interests:

Clarence Korhonen *(City of Elk Grove)*

Jim Sequiera *(City of Elk Grove)*

Edwin Smith *(Southgate Recreation & Park District)*

Mel Johnson *(City of Sacramento)*

Herb Niederberger *(County of Sacramento)*

Ruben Robles *(Sacramento County Regional Sanitation District)*

Albert Stricker *(City of Rancho Cordova)*

Walter Sadler *(City of Folsom)*

Water Purveyor Interests:

Scott Fort *(Golden State Water Company)*

Dan Mizerski *(California-American Water Company)*

Mike Kenny *(Elk Grove Water Service)*

Darrell Eck *(Sacramento County Water Agency)*

California Department of Water Resources:

Mike Floyd

Eric Hong

Water Forum Successor Effort Staff:

Leo Winternitz

Jim McCormack

Eme Iturralde

Project Management Team:

Larry Norton *(Center for Collaborative Policy)*

Jim McCormack *(Water Forum)*

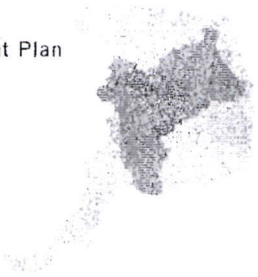
Anthony Saracino *(TNC)*

Darrell Eck *(SCWA)*

Jafar Faghih *(MWH)*

Jonathan Goetz *(MWH)*

Executive Summary



Executive Summary

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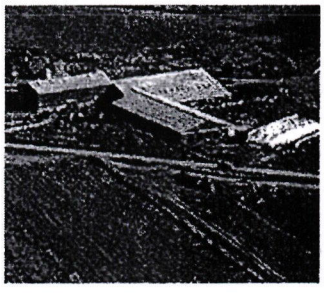
Executive Summary

FOREWORD

The Central Sacramento County Groundwater Basin stakeholders, in coordination with the Sacramento County Water Agency and the Water Forum Successor Effort have developed the Central Sacramento County Groundwater Management Plan (CSCGMP). The CSCGMP represents a critical step in establishing a framework for maintaining a sustainable groundwater resource for the various users overlying the basin in Sacramento County between the American and Cosumnes Rivers. It includes specific goals, objectives, and an action plan to provide a "road map" for the governance body as the steps necessary to manage the basin are taken in coordination with the various stakeholders. This Executive Summary is an outreach component of the CSCGMP that brings forth the essence of the CSCGMP in a similar format but in a condensed manner that still allows a basic level of understanding. The reader is encouraged to refer to the larger CSCGMP document if additional detail is needed.



INTRODUCTION

The CSCGMP is the result of over a decade of negotiations and agreements between stakeholders in the region. In 2000, the Water Forum Agreement (WFA) was signed by regional stakeholders, and the Water Forum Successor Effort (Successor Effort) was formed to continue forward in regional water supply planning.

The WFA laid the foundation for the Successor Effort. One of the responsibilities of the Successor Effort was to facilitate negotiations among stakeholders in the Central Sacramento County Groundwater Basin (Central Basin) that would lead to the creation of a groundwater basin governance body. This governance body would be responsible for the protection, health and long-term viability of the underlying groundwater as a sustainable resource for both current and future users. **Figure ES-1** shows the locations of the groundwater basins within Sacramento County.

Under the aegis of the Successor Effort, the Central Sacramento County Groundwater Forum (CSCGF) was formed in February 2002 to provide recommendations on a basin governance body to the Successor Effort. Following concurrence by the Successor Effort, this recommendation would be adopted by the appropriate agencies.

The CSCGF stakeholder interest groups included representatives in the following areas:

- Agricultural
- Agricultural Residential Groundwater Users
- Business Interests
- Environmental/Community Organizations
- Local Government/Public Agencies
- Water Purveyors

The total number of stakeholder representatives was approximately 40 people. These representatives met monthly for approximately three years at which time a decision was made to create an Advisory Committee, composed of CSCGF stakeholders, to develop a groundwater management plan for the Central Basin. The Advisory Committee spent approximately one year in developing the CSCGMP for adoption by the full CSCGF.

PURPOSE OF GMP

A Groundwater Management Plan (GMP) is a planning tool that assists overlying water providers in maintaining a safe, sustainable and high quality groundwater resource within a given groundwater basin. This CSCGMP is intended to be adaptive to changing conditions within the groundwater basin and will be updated and refined over time to reflect progress made in achieving the CSCGMP's objectives.



What is required in a GMP?

The GMP is a tool used to help ensure a long-term reliable water supply for rural domestic, agricultural, urban, business/industrial, environmental, and development uses in the region. The California Water Code (CWC) requires that a GMP contain numerous technical provisions which are briefly summarized as follows:

- An inventory of water supplies and a description of water uses within a given region. This information is summarized in a water balance showing overall water demands and available water supplies.
- Basin Management Objectives (BMOs) that are designed to protect and enhance the groundwater basin.
- Monitoring and management programs that ensure the BMOs are being met.
- Description of stakeholder involvement and public information plan and programs for the groundwater basin.

How does a GMP benefit the basin stakeholders?

The CSCGMP provides information related to planning activities currently taking place in the Central Basin. This information serves the following purposes:

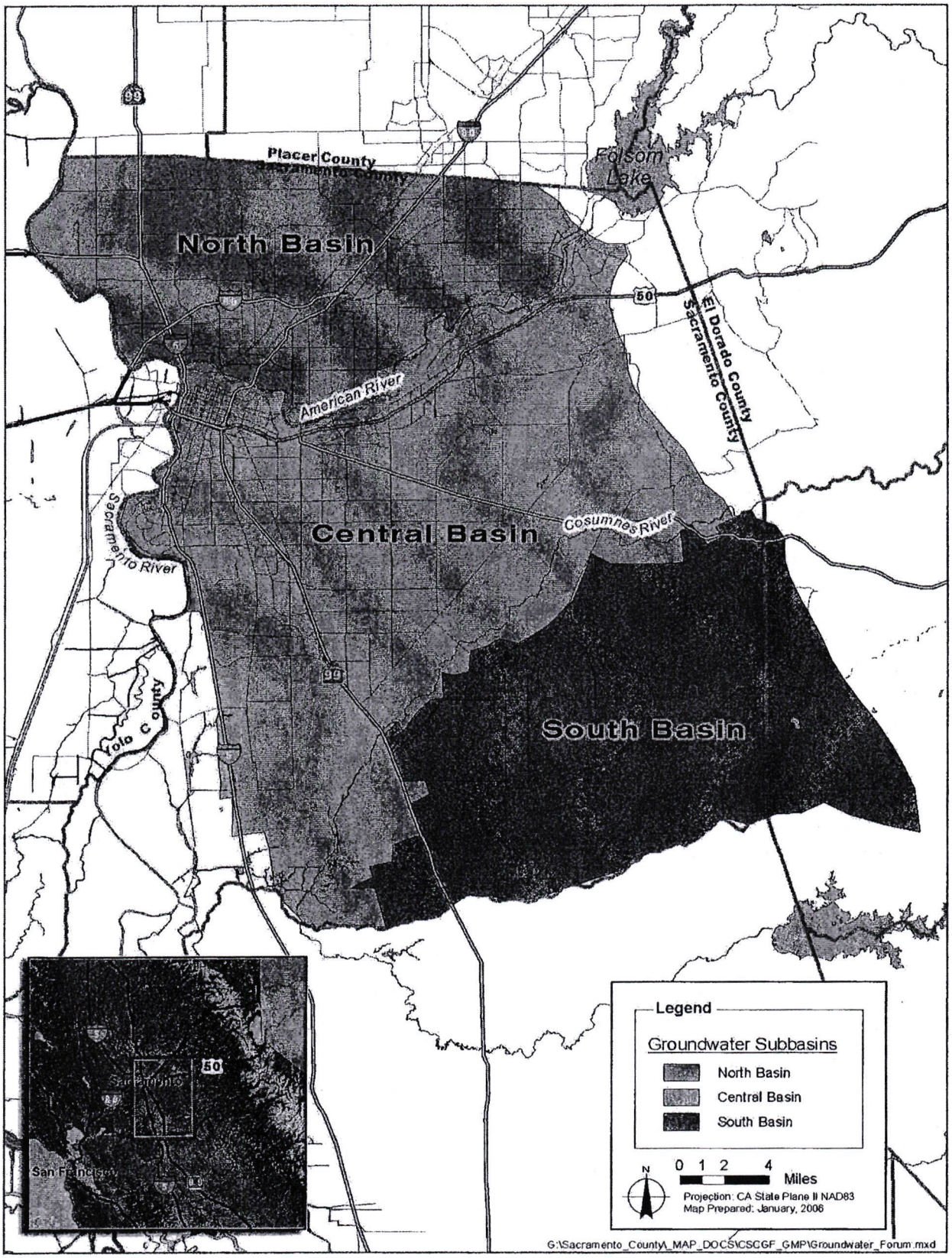
- It provides a management plan for the protection and preservation of groundwater resources.
- It underscores stakeholder interests and objectives.
- It ensures protection of groundwater quantity and quality.
- It assists in monitoring and maintaining groundwater elevations.

WATER RESOURCES SETTING

Physical Setting

Unique to Sacramento County are three major rivers each acting as a major source of recharge for the groundwater basin underlying the county. In some instances, the recharge process creates natural dividing lines along the rivers that can be used to delineate

Figure ES-1. Sacramento County Groundwater Basins



the individual sub-basins (i.e., North, Central, and South Basin as shown in **Figure ES-1**). Groundwater underlying the North Basin is currently managed by the Sacramento Groundwater Authority. Efforts are underway in the South Basin, led by the Southeast Sacramento County Agricultural Water Authority, to develop a groundwater management plan in accordance with the CWC and the provisions of the WFA.

The Central Basin

The Central Basin is made up of a variety of groundwater users (i.e., agriculture, agricultural residential, urban, and environmental). The Central Basin boundary was defined by the Sacramento County groundwater model that was used in the Water Forum process and took into account the hydrogeologic boundaries and the political boundaries of organized water purveyors/districts, cities (where they retail water within their boundaries), and the County of Sacramento.

In October 2004, the Sacramento County Water Agency (SCWA) adopted a GMP for the portion of the Central Basin that is served water through Zone 40 of the SCWA. The Zone 40 GMP was done to measure the effectiveness of the conjunctive use program outlined in the Zone 40 Water Supply Master Plan and for the purpose of seeking state grant funding to help finance large infrastructure projects that would benefit groundwater underlying the Central Basin. At the time of its adoption, the Zone 40 GMP recognized that a Central Basin GMP was necessary to meet the needs and interests of all the stakeholders in the Central Basin.

Groundwater underlying the Central Basin is contained within a shallow aquifer (Modesto Formation) and in a deep aquifer (Mehrten Formation). Groundwater is located from 20 to 100 feet below the ground surface depending on when and where the measurement is taken. The shallow aquifer is typically used for private domestic wells and typically requires no treatment. The deep aquifer is separated from the shallow aquifer by a discontinuous clay layer that serves as a semi-confining layer. The deep aquifer typically requires treatment for iron and manganese, which may cause mineral deposits and affect the taste of water. **Figure ES-2** contains a conceptual diagram of the aquifer.

Intensive use of groundwater over the past 60 years has resulted in a general lowering of groundwater elevations. Over time isolated groundwater depressions have grown and coalesced into a single cone of depression that is centered in the southwestern portion of the Central Basin (see **Figure ES-3** for Sacramento County Groundwater Elevations).

How does the CSCGMP address groundwater contamination problems in the Central Basin?

There are several sources of groundwater contamination within the Central Basin. These sources include: Mather Field, Aerojet, Boeing, the former Sacramento Army Depot, the Union Pacific railyards, and present and former landfills. The known extent of groundwater contamination and landfill sites are shown on **Figure ES-4**. The CSCGMP addresses the concerns well owners have regarding the potential for groundwater contamination threatening their wells.

Supply and Demand

The CSCGMP identifies available water supplies to meet the water demands of users within the basin. Water supplies include surface water, groundwater, recycled water, and remediated groundwater. Water demand is a result of rural, agricultural, private industrial, environmental, and urban activities. Demand reduction is being accomplished through water conservation measures identified in the WFA.

How much water supply does the Central Basin have?

Water supplies have been quantified in some detail in the CSCGMP. Availability and reliability of surface water is dependent on the particular contract or water right and the hydrologic year type (e.g., wet or dry years). **Figure ES-5** summarizes surface water supplies available to each of the surface water purveyors and

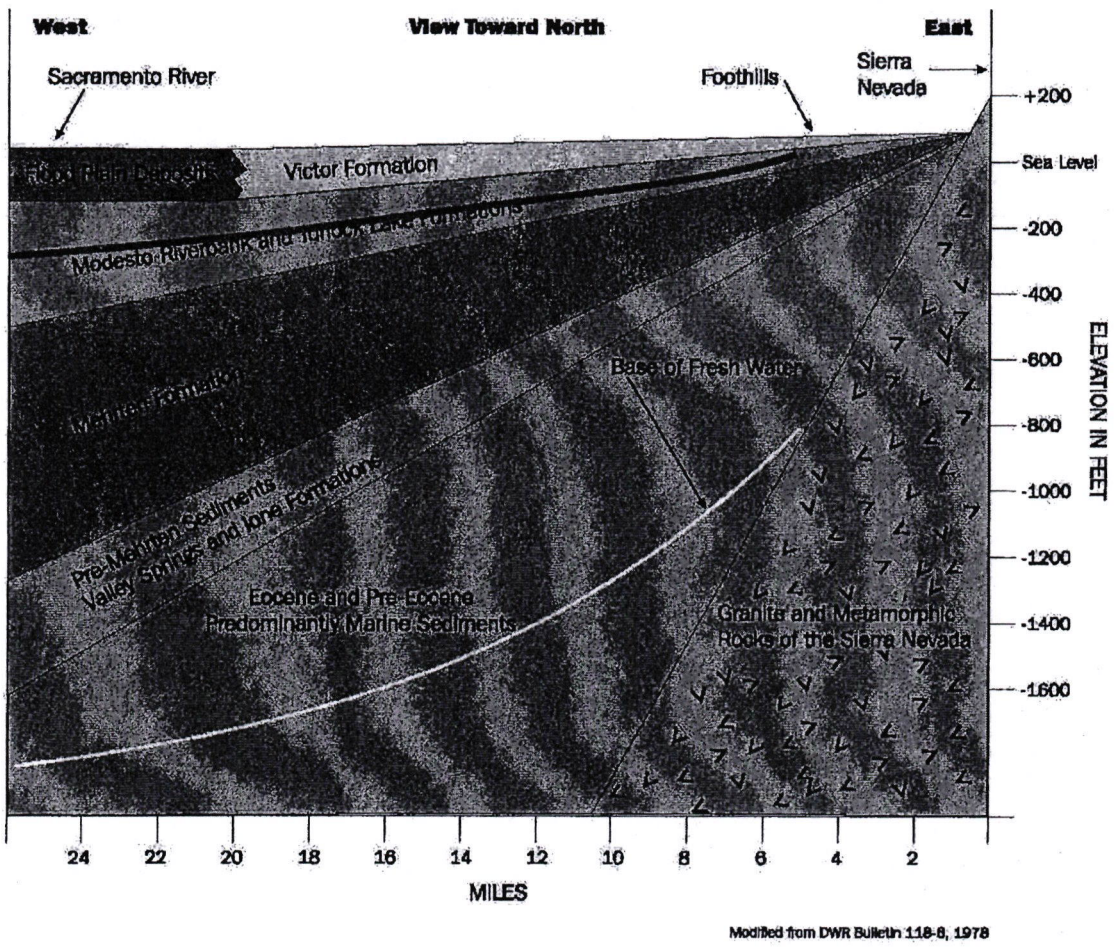
identifies the river source from which they originate. Based on existing and projected contract and water right entitlements, the total surface water supply available to the Central Basin is approximately 350,000 AF/year.

In addition to surface water supplies, the Water Forum determined the estimated long term average annual sustainable yield of groundwater from the Central Basin to be 273,000 acre-feet per year (AF/year). Currently, groundwater extractions are estimated to be 250,000 AF/year.

Recycled water use in the Central Basin is planned for up to 4,400 AF/year by 2030. The Sacramento Regional County Sanitation District is currently developing a Recycled Water Master Plan that will evaluate the feasibility of increased recycled water use in the County.

Water that is extracted for purposes of groundwater contamination clean-up activities is included in the overall sustainable yield of the Central Basin aquifer. In-basin use of remediated groundwater is an objective of the CSCGMP. This issue is addressed more fully in the Groundwater Contamination Monitoring and Collaboration Program summarized in the Plan Implementation section.

Figure ES-2. Hydrogeologic Cross Section



Modified from DWR Bulletin 118-8, 1978

Figure ES-3. Spring 2004 Sacramento County Groundwater Elevation Contour Map

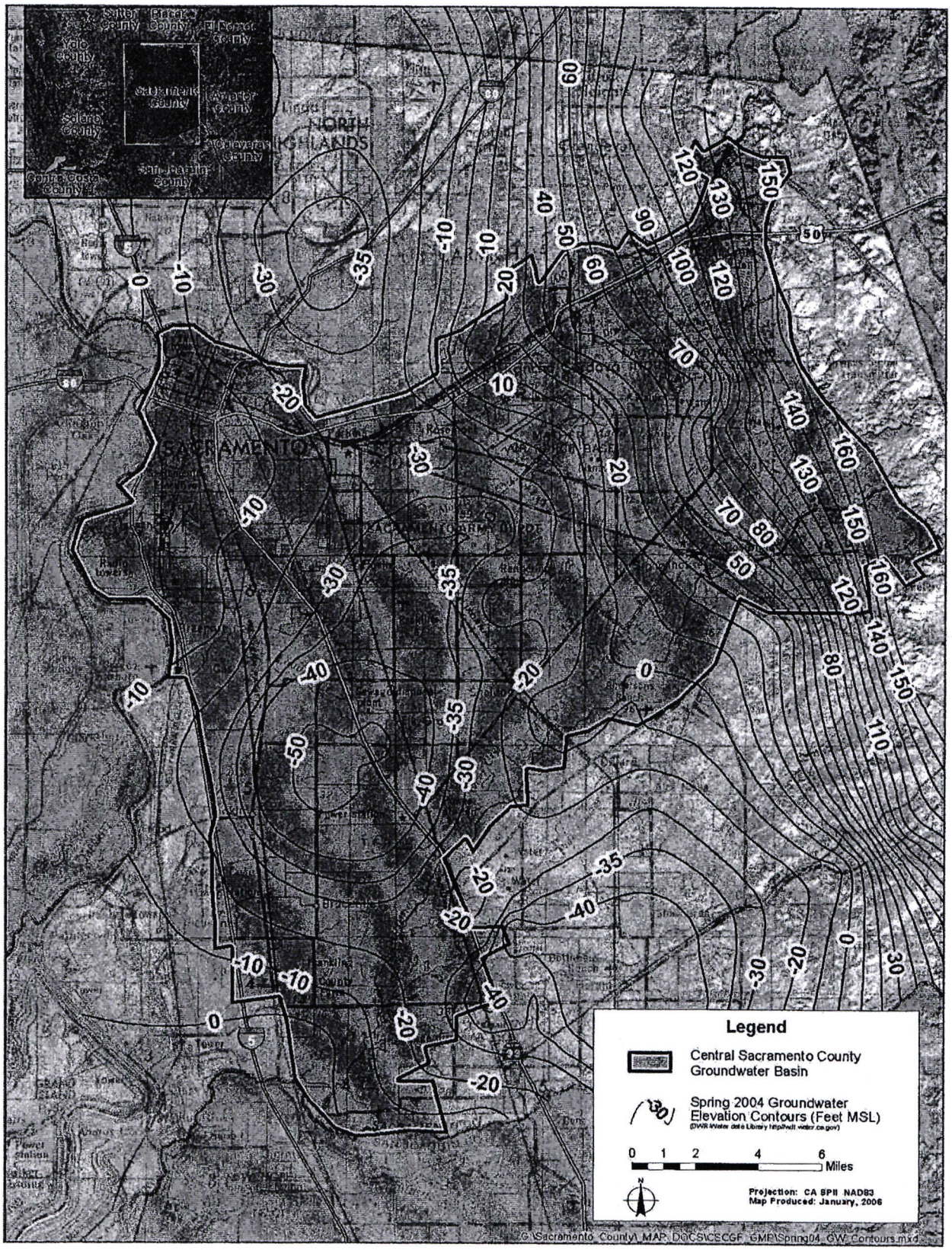
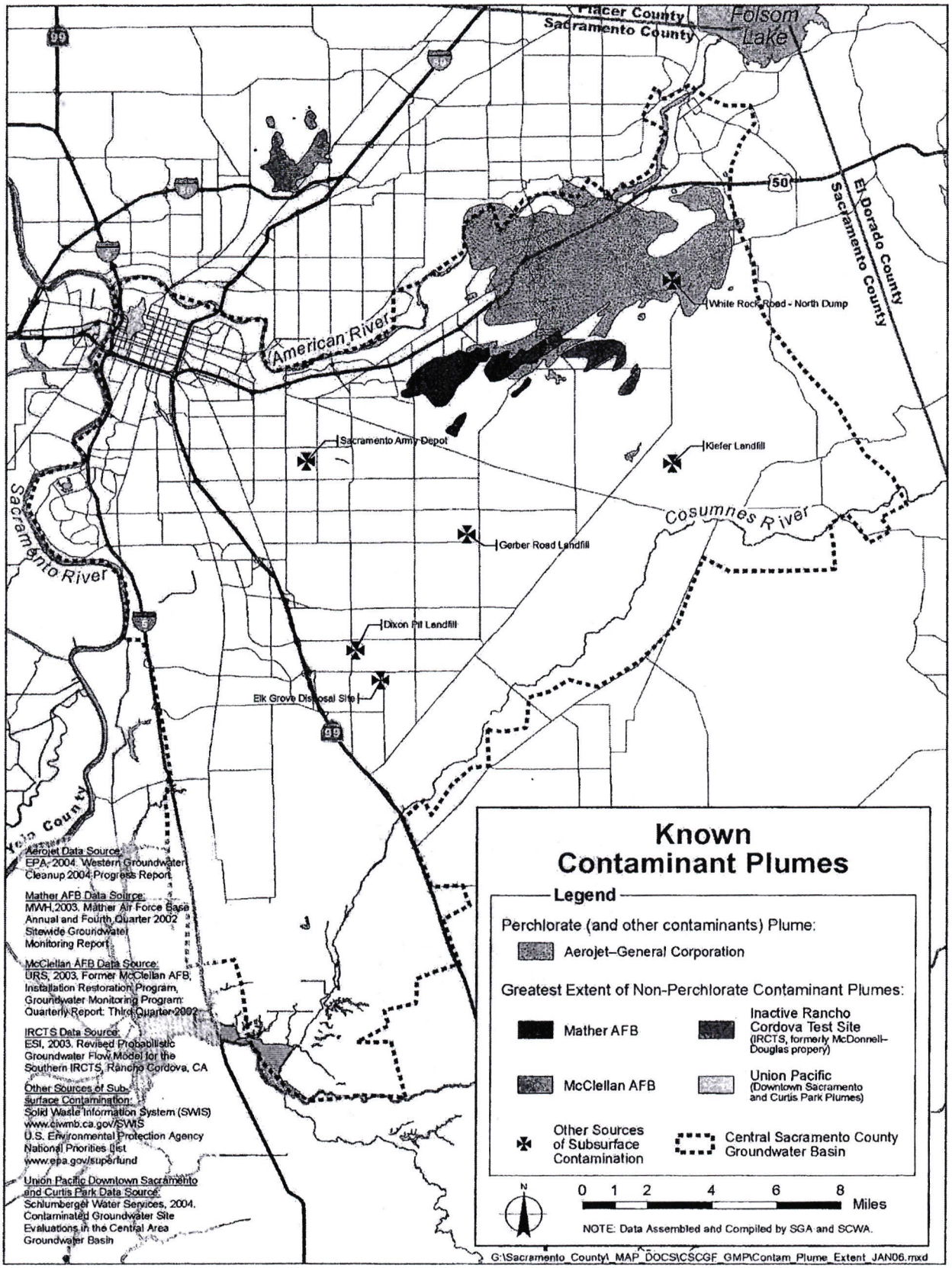


Figure ES-4. Known Extent of Contamination



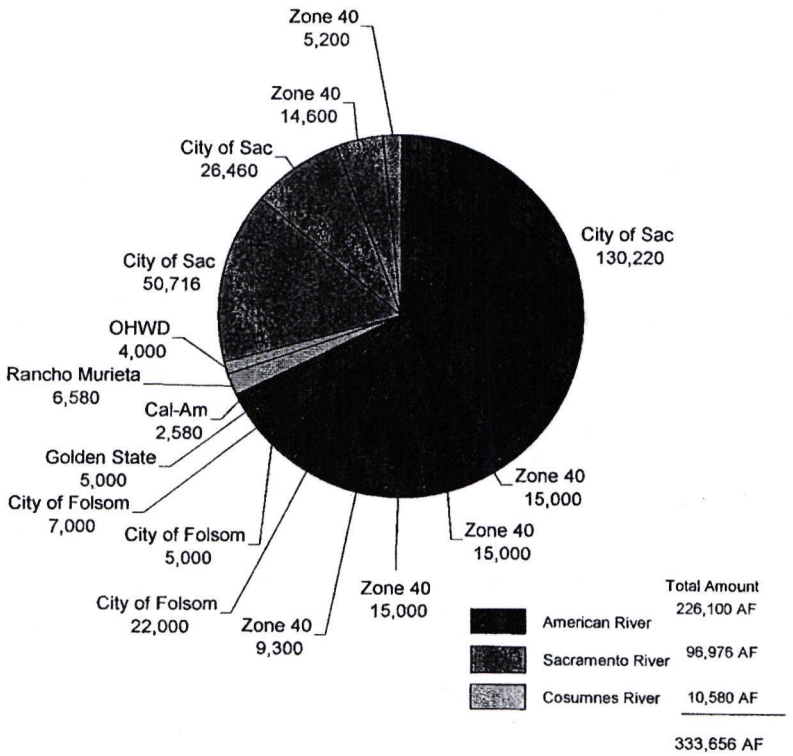
How are water demands calculated?

Water demands are determined using various methods based on identified uses of water. For instance, agricultural demands can vary significantly based on crop type. For agricultural-residential water users, demands are based on indoor usage, the amount of landscaped area around the home, and the amount of irrigated pasture for parcels that maintain livestock or other farm animals. Urban water demands are typically based on land use and zoning. Private industry and park district water demands are specific to the type of activity taking place at each site. Existing and future average annual water supply and demand is summarized in **Figure ES-6a and ES-6b** below. The graphs indicate that supplies meet demands and fluctuate depending on dry and wet hydrologic conditions, reflecting the conjunctive use of groundwater and surface water over the Central Basin by the various water purveyors and urban demand reductions during dry years. (In **Figure ES-6b**, conditions in 2030 demonstrate more clearly the results of existing and planned conjunctive use programs in full effect at that time). These demands also reflect the implementation of Best Management Practices (BMPs) for water conservation that are described in the WFA.

MANAGEMENT PLAN ELEMENTS

A goal of the CSCGMP is to ensure a viable groundwater resource for beneficial uses including water for purveyors, agricultural, agricultural residential, industrial, and municipal supplies that support the WFA's coequal objectives of providing a reliable and safe water supply and preserving the fishery, wildlife, recreational, and aesthetic values of the lower American River. In addition, the CSCGMP recognizes the need to maintain and enhance flows in the Cosumnes River because of its ecological significance.

Figure ES-5. Summary of Surface Water Rights and Contracts



Basin Management Objectives

Basin Management Objectives (BMOs) are used to help achieve groundwater basin goals. Five BMOs provide the foundation for the CSCGMP:

1) Maintain a long-term average groundwater extraction rate of 273,000 AF/year.
2) Establish specific minimum groundwater elevations within all areas of the basin consistent with the Water Forum "Solution."
3) Protect against any potential inelastic land surface subsidence.
4) Protect against any adverse impacts to surface water flows.
5) Develop specific water quality objectives for several constituents of concern.

Each of these objectives is fully described in **Section 3** of the CSCGMP.

Program Component Action Items

The Program Components listed below provide specific action items that will be implemented to help achieve the Basin Management Objectives.



Stakeholder involvement - several means of achieving broad stakeholder participation in the management of the Central Basin will be used, including: 1) involving the public, 2) involving other agencies within and adjacent to the Central Basin, 3) using advisory committees, 4) developing relationships with state and federal agencies, and 5) pursuing a variety of partnership opportunities.

Monitoring program - a good monitoring program is capable of assessing the current status of the basin and predicting responses in the basin as a result of future management actions. The CSCGMP includes actions related to monitoring of groundwater elevations, groundwater quality, the potential for land surface subsidence resulting from groundwater extraction, and developing a better understanding of the relationship between surface water and groundwater along the American, Cosumnes, and Sacramento Rivers.

Groundwater quality protection - groundwater quality protection is critical to ensuring a sustainable groundwater resource. Groundwater quality protection includes: 1) the prevention of contamination from entering the groundwater basin, and 2) the remediation of existing contamination.

Groundwater sustainability - the CSCGMP seeks to maintain or increase the amount of groundwater stored in the basin over the long-term. The WFA's groundwater management element provides a framework by which the groundwater resource in the Sacramento County-wide basin can be protected and used in a sustainable manner.

Planning integration - it is important to integrate water management planning on a regional scale (i.e., the development of an Integrated Regional Water Management Plan). The WFA provides a regional conjunctive use framework with commitments from individual purveyors concerning groundwater and surface water operations, including limitations on surface water diversions from the lower American River during dry years.

Figure ES-6a. 2005 Annual Average Water Balance

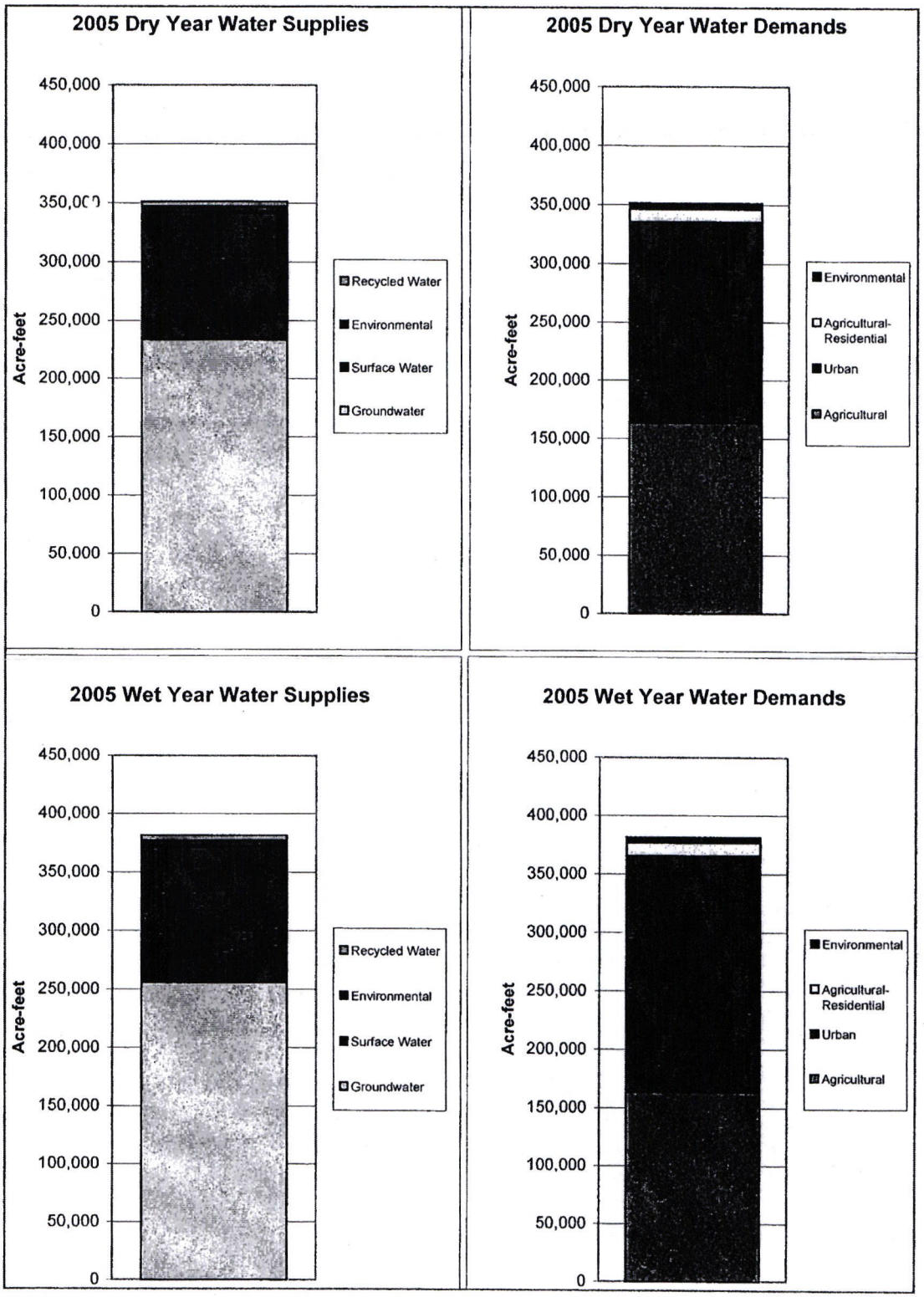
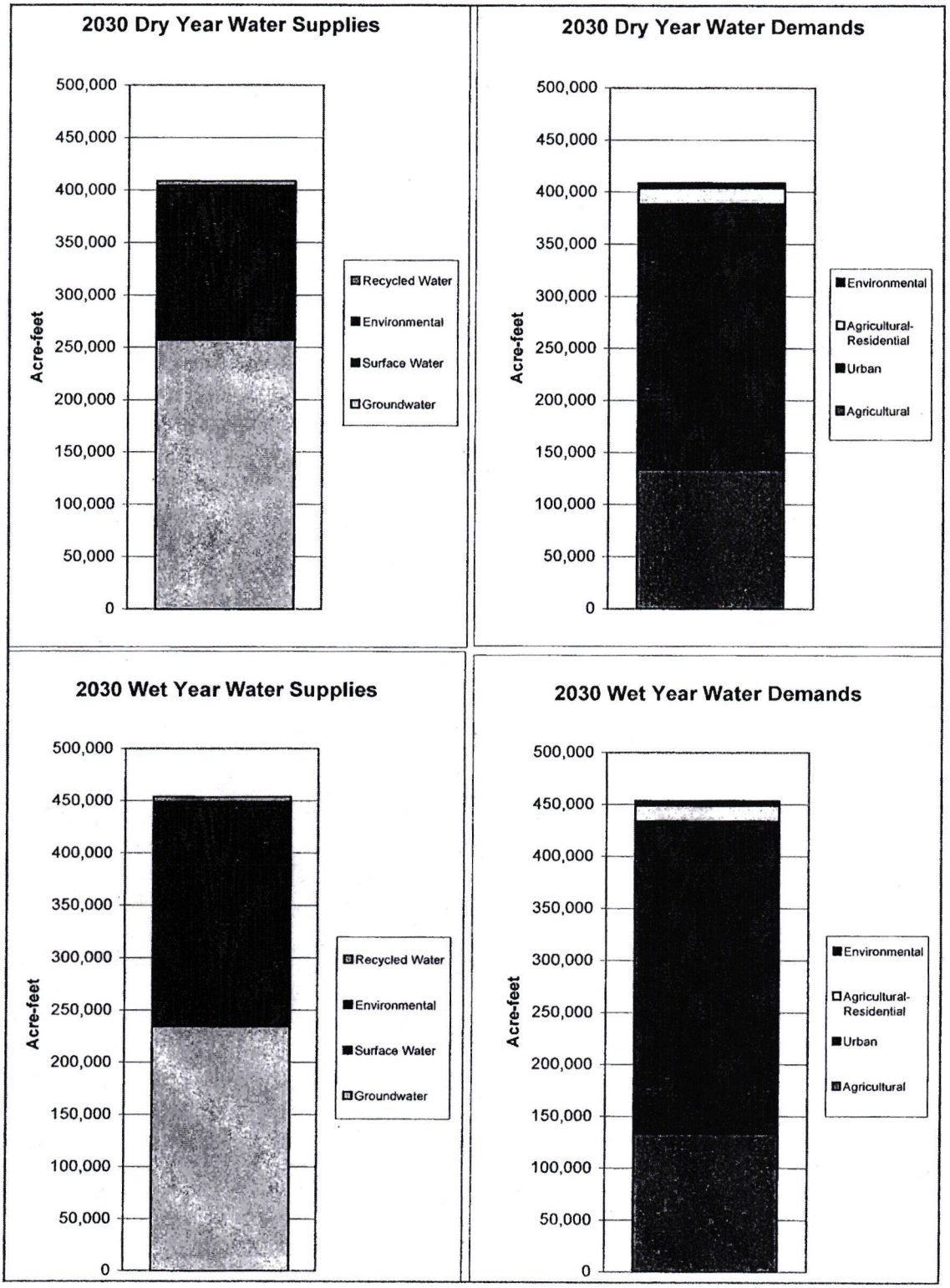


Figure ES-6b. 2030 Annual Average Water Balance



PLAN IMPLEMENTATION

An important element of a GMP is the establishment of trigger points and remedies necessary to fully implement the BMOs. Many of the remedies set forth in this GMP involve coordination with other local, state, and federal agencies. This coordination will begin upon adoption of the CSCGMP by the governance body.

BMO Trigger Point Activities

Trigger Point activities involve monitoring and assessing trends in the basin to determine the adequacy of the monitoring network for meeting the goals and objectives of the CSCGMP. These assessments will be made as new monitoring data become available for review by the basin governance body and results documented in an annual State of the Basin report. As mentioned in the introduction, this GMP is adaptive and relies on monitoring data, evaluation of remedies based on monitoring data and input from basin stakeholders. It requires that the basin be managed in a manner that makes the most practical sense in light of on-going collection and analysis of data.

Protection of Privately Owned Wells

The CSCGMP includes two programs that were negotiated by the stakeholders in the Central Sacramento County Groundwater Forum: the Well Protection Program and the Groundwater Contamination Monitoring and Collaboration Program.

How is an existing private well protected?

The Well Protection Program grew out of discussions that took place in the CSCGF and stems from the need to protect domestic and agricultural irrigation wells. Protection of existing privately owned wells is of fundamental importance to the stakeholders of the CSCGF. As part of this program, a trust fund will be put in place to cover costs of deepening or replacing any existing well that provides water for agricultural or domestic use that may be impacted by future development. The trust fund revenue will be generated from a fee assessed on every new building permit and permit to drill a new well. In 2005, the fee is estimated to be less than $100 per equivalent dwelling unit (e.g. single family home) within the basin.

How is the private well owner kept notified of groundwater contamination clean-up efforts?

The Groundwater Contamination Monitoring and Collaboration Program is focused on maintaining a clear line of communication between the designated Responsible Parties for groundwater contamination clean-up activities and private well owners. The program encourages the use of remediated groundwater in urbanized areas to keep the groundwater in the basin. This program also envisions the Regional Water Quality Control Board requiring designated Responsible Parties to survey private wells within 2,000 feet of any identified contamination plume. Assistance will also come from the Sacramento County Environmental Management Department (EMD). EMD is encouraged to exercise the strictest vigilance to ensure that all permitting



requirements are enforced and that, if requirements are not met, EMD will undertake whatever rigorous enforcement actions are effective.

Basin Governance Body

The governance body is responsible for implementing the actions contained within this CSCGMP. The governance body will initiate the trust fund of the Well Protection Program, take over its administration, and provide annual reporting on the program. In addition, it will pursue any grant opportunities available to the Central Basin and participate in the Integrated Regional Water Management Plan that is currently underway. This is a regional planning document that is a prerequisite if a region is to pursue Proposition 50 implementation grant monies. Lastly, the governance body will collect, evaluate, and report on all of the data and management activities that have been taken in the Central Basin once a year in a State-of-the-Basin Report.

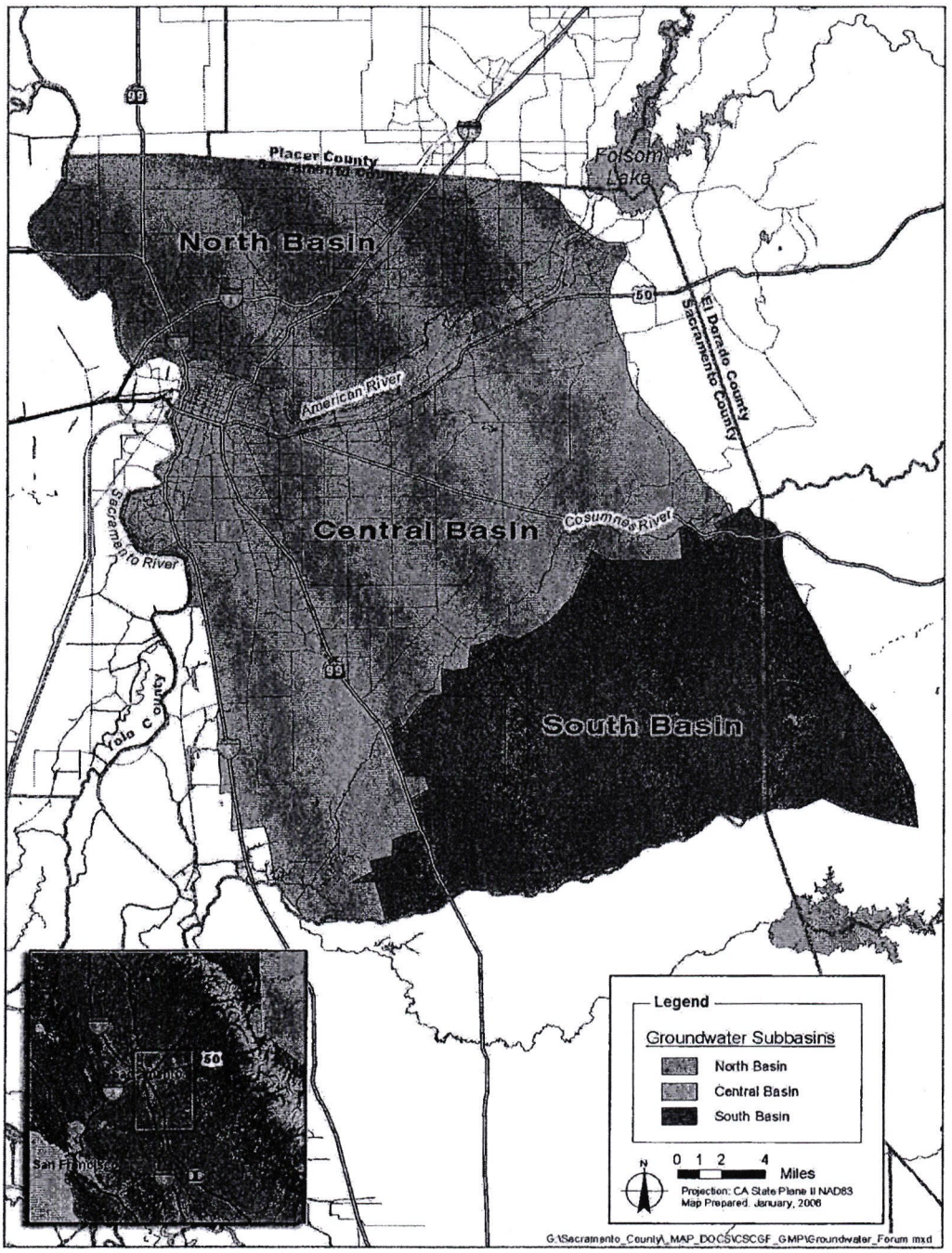
Plan Implementation Costs

First year program startup costs are estimated at $280,000. This is essentially 1.2 full-time people working throughout the year on setting up monitoring programs, taking measurements, compiling data, and reporting data. Future program costs will be evaluated on an annual basis by the basin governance body.

ATTACHMENT 2

SACRAMENTO CENTRAL GROUNDWATER AUTHORITY BOUNDARIES

Figure ES-1. Sacramento County Groundwater Basins



ATTACHMENT 3

JOINT POWERS AGREEMENT BETWEEN THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF RANCHO CORDOVA, THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO CREATING THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

This Agreement is made and entered into this __ day of _____, 2006, by and between the City of Elk Grove, a municipal corporation, the City of Folsom, a municipal corporation, the City of Rancho Cordova, a municipal corporation, the City of Sacramento, a municipal corporation, and the County of Sacramento, a political subdivision of the State of California.

RECITALS

WHEREAS, each of the parties to this Agreement is a local government entity functioning within the County of Sacramento; and

WHEREAS, pursuant to the Joint Exercise of Powers Act (Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code), two or more public agencies may by agreement jointly exercise any power held in common by the agencies entering into such an agreement; and

WHEREAS, each of the parties hereto has under its police power the authority to regulate groundwater; and

WHEREAS, the parties are cognizant of the process commonly referred to as the Sacramento Area Water Forum (Water Forum) and of the Water Forum Agreement (WFA); and

WHEREAS, the WFA provided for the creation of a collaborative process composed of stakeholders in the Central Sacramento County Groundwater Basin (then known as the South Basin) to develop a groundwater management plan (GMP) for the basin and make recommendations on how and by whom the basin should be managed and the GMP implemented; and

WHEREAS, in accordance with the provisions of the WFA, the Sacramento Area Water Forum Successor Effort convened such a collaborative process, known as the Central Sacramento County Groundwater Forum (CSCGF); and

WHEREAS, the CSCGF has completed its work on the GMP and recommended the establishment of a joint powers authority to manage the basin and implement the plan; and

WHEREAS, the parties hereto find that it is to their mutual advantage and benefit, and in the public interest, to establish such an authority pursuant to this Agreement in order to implement the GMP developed by the CSCGF; and

WHEREAS, the parties hereto find and declare that the conservation of groundwater resources within the Central Basin for agricultural and municipal and industrial uses is in the public interest and for the common benefit of all water users within the County of Sacramento; and

WHEREAS, one of the primary purposes of the joint powers authority established pursuant to this Agreement is to maintain the sustainable yield of the Central Basin as set forth in the GMP; and

WHEREAS, it is the desire of the parties hereto to use the groundwater management powers which they have in common that are necessary and appropriate to further the purposes for which the joint powers authority is being established; and

WHEREAS, the parties hereto may amend this Agreement in the future to incorporate changes that may be the result of discussions with other public agencies both inside and outside the County of Sacramento which have a specific and relevant interest in the Central Basin.

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, the City of Elk Grove, the City of Folsom, the City of Rancho Cordova, and the City of Sacramento and the County of Sacramento hereby agree as follows:

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

2. **Definitions.** As used in this Agreement, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

(a) "Authority" shall mean the Sacramento Central Groundwater Authority that is established pursuant to the Joint Powers Act and this Agreement.

(b) "Conjunctive use" shall mean the planned management and use of both groundwater and surface water in order to maintain the sustainable yield of the Central Basin.

(c) "Central Basin" shall mean the groundwater basin underlying the area within the boundaries of the Authority.

(d) "Sustainable yield" shall mean the amount of groundwater which can be safely extracted from the Central Basin on an estimated average annual basis while maintaining groundwater elevations and groundwater quality at acceptable levels as set forth in the Groundwater Management Plan. Sustainable yield requires a balance between extraction and basin recharge and is expressed as the number of acre feet of groundwater per year which can be extracted from the Central Basin on an average annual basis as set forth in the GMP.

(e) "Conservation land owner" shall mean a non-profit land trust holding a fee or easement interest in two thousand five hundred (2500) acres or more of land located within the boundaries of the Authority, as defined in Section 4 below.

(f) "Annual pumping" for purposes of determining assessments, fees or charges for management and operations of the Authority shall mean the total amount of groundwater produced within the boundaries of the Authority by each retail provider, by agricultural interests, by agricultural-residential groundwater users, by commercial/industrial self-supplied groundwater users and by public agency self-supplied groundwater users, for

use within the boundaries of the Authority and other areas approved by the Authority's Board of Directors excluding the first five thousand (5000) acre-feet of groundwater pumping by each such user.

(g) "GMP" means the Central Sacramento Groundwater Management Plan produced by the Central Sacramento County Groundwater Forum and dated February 2006.

3. **Purpose.** This Agreement is being entered into in order to establish a joint powers authority for the following purposes:

(a) to maintain the long-term sustainable yield of the Central Basin;

(b) to ensure implementation of the Basin Management Objectives that are prescribed by the GMP;

(c) to oversee the operation of any Well Protection Program that may be prescribed by the GMP;

(d) to manage the use of groundwater in the Central Basin and facilitate implementation of an appropriate conjunctive use program by water purveyors;

(e) to coordinate efforts among those entities represented on the governing body of the joint powers authority to devise and implement strategies to safeguard groundwater quality; and

(f) to work collaboratively with other entities, including the Sacramento Groundwater Authority, the Southeast Sacramento County Agriculture Water Authority and other groundwater management authorities that may be formed in the County of Sacramento and adjacent political jurisdictions, in order to promote coordination of policies and activities throughout the region.

4. **Establishment Of The Authority.** There is hereby established pursuant to the Joint Exercise of Powers Act a joint powers authority which shall be a public entity separate

from the parties to this Agreement. The name of such entity shall be the Sacramento Central Groundwater Authority. The boundaries of the Authority shall be as follows: on the north, the boundary shall be the American River; bounded on the south by the southern boundary of the Omochumne-Hartnell Water District; on the west by the Sacramento River and Interstate 5 and on the east by the Sacramento – El Dorado County line, as further and more precisely depicted in the boundary map, attached hereto and incorporated herein as Exhibit A.

5. **Membership Of The Governing Board.** The governing body of the Authority shall be a Board of Directors of sixteen (16) members consisting of the following representatives who shall be appointed in the manner set forth in Section 7 of this Agreement:

(a) An elected member of the governing board or designated employee of each of the following public agencies: the City of Elk Grove, the City of Folsom, the City of Rancho Cordova, the City of Sacramento, the County of Sacramento and the Sacramento Regional County Sanitation District.

(b) An elected member of the governing board of each of the following public agencies: the Florin Resource Conservation District/Elk Grove Water Service, the Omochumne-Hartnell Water District, and the Rancho Murieta Community Services District.

(c) A member of the board of directors, or designee thereof, of each of the following private water purveyors or investor owned utilities: the California-American Water Company, and the Golden State Water Company.

(d) One representative of agricultural interests within the boundaries of the Authority.

(e) One representative of agriculture-residential groundwater users within the boundaries of the Authority.

(f) One representative of commercial/industrial self-supplied groundwater users within the boundaries of the Authority.

(g) One representative of conservation landowners within the boundaries of the Authority.

(h) One representative of public agencies that are self-supplied groundwater users within the boundaries of the Authority.

6. **Adjustment To Composition Of Governing Board.** Should circumstances change in the future, any person or entity may petition the parties hereto to amend this Agreement so as to add or delete representatives to the governing board to accurately reflect groundwater production within the boundaries of the Authority.

7. **Appointment Of Members Of Governing Board.**

(a) The members of the governing board of the Authority shall be appointed as follows:

(i) The City of Elk Grove representative shall be appointed by the Elk Grove City Council.

(ii) The City of Folsom representative shall be appointed by the Folsom City Council.

(iii) The City of Rancho Cordova representative shall be appointed by the Rancho Cordova City Council.

(iv) The City of Sacramento representative shall be appointed by the Sacramento City Council.

(v) The County of Sacramento representative shall be appointed by the Sacramento County Board of Supervisors ("Board").

(vi) The Florin Resource Conservation District/Elk Grove Water Service representative shall be appointed by the Elk Grove City Council.

(vii) The Golden State Water Company representative shall be appointed by the Rancho Cordova City Council.

(viii) The California-American Water Company representative shall be appointed by the Sacramento County Board of Supervisors.

(ix) In addition to the representative of the County of Sacramento provided for in Section 7 (a)(v), the following representatives shall be appointed by the Board:

1. Agricultural interests. After considering the nomination by the Sacramento County Farm Bureau, as required by sub-section (b) of this Section, the Board shall appoint the representative of agricultural interests.
2. Agriculture-residential groundwater users. After considering the nomination by the Vineyard Community Advisory Council in consultation with adjacent Councils within the Central Basin, as required by sub-section (b) of this Section, the Board shall appoint the representative of agricultural/ residential groundwater users.
3. Commercial/industrial self-supplied groundwater users. After considering the joint nomination by the Sacramento Metropolitan Chamber of Commerce and the Building Industry Association in consultation with commercial/industrial self-supplied groundwater users and business organizations that are signatories to the Water Forum Agreement, as required by sub-section (b) of this Section, the Board shall appoint the representative of commercial/industrial self-supplied groundwater users.
4. Conservation landowners. After considering the nomination by conservation landowners holding a fee or easement interest in two

thousand five hundred (2500) acres or more within the Central Basin in consultation with environmental and community organizations that are signatories to the Water Forum Agreement, as required by sub-section (b) of this Section, the Board shall appoint the representative of conservation land owners.

5. Omochumne-Hartnell Water District. After considering the nomination by the Omochmne-Hartnell Board of Directors, as required by sub-section (b) of this Section, the Board shall appoint the representative of the Omochumne-Hartnell Water District.

6. Public agencies that are self-supplied groundwater users. After considering the nomination by the Southgate Recreation and Park District in consultation with other public agencies which are self-supplied groundwater users, as required by sub-section (b) of this Section, the Board shall appoint the representative of public agencies that are self-supplied groundwater users.

7. Rancho Murieta Community Services District. After considering the nomination by the Rancho Murieta Community Services District, as required by sub-section (b) of this Section 7, the Board shall appoint the representative of the Rancho Murieta Community Services District.

8. Sacramento Regional County Sanitation District. After considering the nomination by the Sacramento Regional County Sanitation District, as required by sub-section (b) of this Section, the Board

shall appoint the representative of the Sacramento Regional County Sanitation District.

(b) Prior to the appointment of the representatives of the entities described in subsections (a)(vi) through (a)(ix) above, those entities shall submit a recommended appointment for their respective representatives to the appointing authority identified in subsections (a)(vi) through (a)(ix) of this Section 7. The appointing authority shall give consideration to such recommendations, but shall retain the absolute discretion to appoint any person satisfying the criteria for appointment set forth in Section 5 of this Agreement.

8. Governing Board Voting Requirements.

(a) Each member of the governing board of the Authority shall have one vote. With the exception of fiscal items as set forth in subsections (b) and (c) below, an affirmative vote by a majority of all members of the governing board is required to approve any item related to implementation of the Groundwater Management Plan.

(b) Fiscal items, including, but not limited to, approval of the annual budget of the Authority and any expenditures, shall require an affirmative vote by a majority of all the members of the governing board that includes affirmative votes by all of the representatives of the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento and the County of Sacramento.

(c) Any change in annual contributions necessary to support the work of the Authority as set forth in subsection (d) below, shall require an affirmative vote of eleven of the sixteen members of the governing board that includes affirmative votes by all of the representatives of the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento and the County of Sacramento.

(d) The Authority shall initially be funded as follows:

(i) An annual contribution by the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento and the County of Sacramento in the amount of ten thousand dollars ($10,000.00) each. (These entities shall not be required to pay any additional fee or assessment, such as that described in subsection (d)(ii) below.)

(ii) An annual contribution by each of those water purveyors represented on the Governing Board, other than the entities listed in subsection (d)(i) above, that purvey surface water in the amount of six thousand dollars ($6,000.00).

(iii) An annual contribution by each of those water purveyors represented on the Governing Board, other than the entities listed in subsection (d)(i) above, that utilize groundwater, calculated at the rate of two dollars and seven cents ($2.07) per acre foot of groundwater pumped from the basin, averaged over the three previous years and excluding the first five thousand (5000) acre feet pumped in each of those years.

(iv) An annual contribution by agriculture computed at twenty five percent (25%) of the estimated annual pumping (as determined by the Sacramento County Water Agency) at the rate of two dollars and seven cents ($2.07) per acre foot and paid out of SCWA Zone 13 funds.

(v) An annual contribution by agriculture/residential groundwater users computed at twenty five percent (25%) of the estimated annual pumping (as determined by the Sacramento County Water Agency) at the rate of

two dollars and seven cents ($2.07) per acre foot and paid out of SCWA Zone 13 funds.

(vi) All annual funds shall be paid by July 1 of each year, commencing on July 1, 2006. The annual fee for the first year after the effective date of this Agreement shall be prorated from the date of the last signatory approval establishing the Authority.

(e) The governing board of the Authority may, at its discretion, adjust the funding contributions set forth in sub-section (d) above, subject to compliance with the voting requirements prescribed in sub-section (c) above.

9. Quorum. A majority of the members of the governing board shall constitute a quorum for purposes of transacting business, except less than a quorum may vote to adjourn a meeting.

10. Terms Of Office. With the exception of the initial term of the representatives appointed by the County of Sacramento as described in Section 7 (a)(ix), the term of office of each member of the governing board the Authority shall be for a period of four (4) years. For the purpose of providing staggered terms of office, the term of the initial representatives appointed by the County of Sacramento as described in Section 7 (a)(ix) shall be for a period of two (2) years. Thereafter, the term of office of each representative appointed by the County of Sacramento as described in Section 7 (a)(ix) shall be for a period of four (4) years. Each member of the governing board shall serve at the pleasure of the appointing body and may be removed as a member of the governing board by the appointing body at any time. If at any time a vacancy occurs on the governing board, a replacement shall be appointed to fill the unexpired term of the previous representative pursuant to the provisions of Section 7 of this Agreement within ninety (90) days of the date that such position becomes vacant.

11. **Alternates.** The City of Elk Grove, the City of Folsom, the City of Rancho Cordova, the City of Sacramento and the County of Sacramento, in addition to their regular appointments, shall appoint one or more persons with the required qualifications to serve as alternate members of the governing board of the Authority. The other entities described in Section 7 (a) (vi) through (a) (ix), which may nominate their respective representatives, may also nominate one or more persons with the required qualifications to serve as alternate members of the governing board of the Authority and such alternates shall be appointed pursuant to the procedure for regular appointments set forth in Section 7(b) of this Agreement. Any such alternates who are appointed as alternates by the appointing authorities specified in Section 7(a)(vi) through (a)(ix) shall be empowered to cast votes in the absence of the regular members or, in the event of a conflict of interest preventing the regular member from voting, to vote because of such a conflict of interest.

12. **Organization Of The Authority.** The governing board of the Authority shall elect a chair, a vice chair and such other officers as the governing board shall find appropriate. Such officers shall serve for a term of one (1) year unless sooner terminated at the pleasure of the governing board.

13. **Treasurer, Controller, Clerk and Legal Counsel.**

(a) The County of Sacramento Director of Finance shall act as treasurer and controller for the Authority. The controller of the Authority shall cause an independent annual audit of the Authority's finances to be made by a certified public accountant in compliance with Government Code Section 6505. The treasurer of the Authority shall be the depositor and shall have custody of all money of the Authority from whatever source. The controller of the Authority shall draw warrants to pay demands against the Authority when the demands have been approved by the Authority or by its authorized representative pursuant to any delegation of authority adopted by

the Authority. The treasurer and controller shall comply strictly with the provisions of statutes relating to their duties found in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code.

(b) The governing board of the Authority shall appoint a clerk and legal counsel as it deems appropriate.

14. Executive Director. The governing board of the Authority, with the concurrence of the Sacramento County Water Agency, shall appoint an Executive Director who shall be responsible to the governing board for the proper and efficient administration of the Authority as directed by the governing board pursuant to the provisions of this Agreement or of any ordinance, resolution or order of the governing board. In addition to any other duties which may be assigned, the Executive Director shall have the following authority:

(a) under the policy direction of the governing board, to plan, organize and direct all Authority activities;

(b) to authorize expenditures within the designations and limitations of the budget approved by the governing board;

(c) to make recommendations to and requests of the governing board concerning any matter which is to be performed, done or carried out by the governing board;

(d) to have the authority to appoint, discipline, assign and otherwise supervise and control the activities of any employees or contractors which may be hired or retained by the Authority; and

(e) to have charge of, handle and have access to any property of the Authority.

15. Meetings. The Authority shall provide for regular and special meetings in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) or with any successor provision.

16. **Minutes.** The clerk appointed by the governing body of the Authority shall cause to be kept minutes of all meetings of the governing board, and shall cause a copy of such minutes to be forwarded to each member of the governing board, alternates and to the chief administrative officer of each of the signatory agencies.

17. **Powers and Functions.**

(a) The Authority shall have no power to regulate land use or to engage in the retail sale of water.

(b) Subject to the limitations set forth in subsection (a), the Authority shall have any and all powers commonly held by the parties hereto necessary or appropriate to regulate groundwater within the boundaries of the Authority including, but not limited to, the following powers:

(i) Collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the Central Basin;

(ii) Facilitate any Conjunctive Use program the purpose of which is to maintain the sustainable yield in the Central Basin consistent with the GMP;

(iii) Distribute water in exchange for ceasing or reducing groundwater extractions;

(iv) Spread, sink and inject water into the Central Basin;

(v) Store, transport, recapture, recycle, purify, treat or otherwise manage and control water for the beneficial use of persons and property within the Authority;

(vi) Study and plan ways and means to implement any or all of the foregoing powers.

(c) For purposes of exercising the authority set forth in subsection (b), and subject to the limitations set forth in subsection (a), the Authority shall have the following corporate and political powers:

(i) To sue and be sued in all actions and proceedings in all courts and tribunals.

(ii) To adopt a seal and alter it at its discretion.

(iii) For the common benefit of the Authority, to store water in underground water basins or reservoirs within and outside the Authority, to appropriate water and acquire water rights within or outside the Authority, to import water into the Authority, and to conserve, or cause the conservation of, water within or outside the Authority.

(iv) To act jointly, or cooperate, with the Federal government or any agency thereof, the state, or any county or agency thereof, or any political subdivision or district therein, including flood control districts, private and public corporations, and any person, so that the powers of the Authority may be fully and economically exercised.

(v) To cause taxes, assessments, fees or charges to be levied in accordance with applicable State law, and in a manner consistent with the GMP to accomplish the purposes of the Authority.

(vi) To require the permitting of groundwater extraction facilities within the boundaries of the Authority, to maintain a record of extraction with respect to any such facilities, and to require the installation of meters on groundwater extraction facilities for the purpose of determining the amount of groundwater being extracted from the Central Basin.

(vii) To make contracts, employ labor and to do all acts necessary for the full exercise of the Authority's powers.

(viii) To carry on technical and other investigations of all kinds necessary to further the purposes of the Authority.

(ix) To fix rates at which water acquired by the Authority shall be sold for replenishment purposes, and to establish different rates for different classes of service or conditions of service, provided that the rates shall be uniform for like classes and conditions of service.

(x) To participate in any contract under which producers may voluntarily agree to use surface water in lieu of groundwater, and to that end the Authority may become a party to the contract and pay from Authority funds that portion of the cost of the surface water as will encourage the purchase and use of that water in lieu of pumping so long as persons or property within the boundaries of the Authority are directly or indirectly benefitted by the resulting replenishment of the Central Basin.

(xi) To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States, the State of California, or other public or private entity necessary or appropriate for the Authority's full exercise of its powers.

18. **Budgets.** Within ninety (90) days after the first meeting of the governing board of the Authority, and thereafter prior to the commencement of each fiscal year (defined as July 1 through June 30), the governing board shall adopt a budget for the Authority for the ensuing fiscal year.

19. **Adoption of the Central Sacramento County Groundwater Management Plan.** Within sixty (60) days after the first meeting of the governing board of the Authority, the governing board shall consider for adoption the Central Sacramento County Groundwater Management Plan (CSCGMP) negotiated by the Central Sacramento County Groundwater Forum and dated February, 2006. The governing board of the Authority may revise the CSCGMP subsequent to its adoption as it deems appropriate.

20. **Implementation of the Well Protection Program.** In order to facilitate the implementation of the Well Protection Program described in the Central Sacramento County Groundwater Management Plan, within sixty (60) days after the first meeting of the governing board of the Authority, the governing board shall submit to each of the entities who are signatories to this Agreement, and who have land use authority for areas within the boundaries of the Authority where new development will or may be served by groundwater, a draft Well Protection Plan ordinance to consider for adoption.

21. **Termination.** This Agreement shall remain in effect until terminated by one of the parties hereto pursuant to this section. This Agreement may be terminated by any of the parties hereto at any time and for any reason by providing ninety (90) days written notice of termination to the other parties.

22. **Disposition Of Authority Assets Upon Termination.**

(a) In the event of the termination of the Authority where there will be a successor public entity which will carry on the functions of the Authority and assume its assets, the assets of the Authority shall be transferred to the successor public entity.

(b) If there is no successor public entity which will carry on the functions of the Authority and assume its assets, the assets shall be returned to the parties hereto in proportion to the contribution of each party during the term of this Agreement.

(c) If there is a successor public entity which will carry on some of the functions of the Authority and assume some of its assets, the assets of the Authority shall be allocated by the governing board of the Authority between the successor public entity and the parties hereto.

23. Liabilities. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone, and not of the parties to this Agreement.

24. Rules. The governing board of the Authority may adopt from time to time such rules and regulations for the conduct of its affairs as it deems necessary and appropriate.

25. Effective Date. This agreement and the Authority created under it shall become effective when the governing bodies of all of the parties shall have authorized its execution.

26. Amendments. This Agreement may only be amended by the affirmative vote of the governing bodies of all of the parties hereto.

28. Liberal Construction. The provisions of this Agreement shall be liberally construed as necessary or reasonably convenient to achieve the purposes of the Authority.

29. Liability of Board, Officers and Employees.

(a) The members of the Board, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. They shall not be liable to the parties to this Agreement for any mistake of judgment or other action made, taken, or omitted by them in good faith, nor for any action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of the Authority's funds, or failure to invest the same.

(b) To the extent authorized by California law, no member of the Board, officer, or employee of the Authority shall be responsible for any action made, taken, or omitted, by

any other member of the Board, officer, or employee. No member of the Board, officer, or employee of the Authority shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

(c) The funds of the Authority shall be used to defend, indemnify, and hold harmless the Authority and any member of the Board, officer, or employee of the Authority for actions taken in good faith and within the scope of his or her authority. Nothing herein shall limit the right of the Authority to purchase insurance or to create a self-insurance mechanism to provide coverage for the foregoing indemnity.

30. Notices. Any notices to the parties required by this Agreement shall be delivered or mailed, United States Mail first class, postage prepaid, addressed as follows:

[Insert Each Party's and Counsel's Name]

Notices given under this Agreement shall be deemed to have been received at the earlier of actual receipt, or the second business day following deposit in the United States mail, as required above. Any party may amend its address for notice by notifying the other parties pursuant to this Section.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date first written above.

CITY OF ELK GROVE

Dated: _____ By _____
Mayor

Attest:

Approved As To Form:

_____
City Clerk

_____
City Attorney

CITY OF FOLSOM

Dated: _____ By _____

Mayor

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

CITY OF RANCHO CORDOVA

Dated: _____

By _____
Mayor

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

CITY OF SACRAMENTO

Dated: _____

By _____
Mayor

Attest:

_____
City Clerk

Approved As To Form:

_____
City Attorney

COUNTY OF SACRAMENTO

Dated: _____

By _____
Chairperson, Board of Supervisors

Attest:

_____
Clerk of the Board

Approved As To Form:

_____
County Counsel

ATTACHMENT 4

CITY OF RANCHO CORDOVA

RESOLUTION NO. 146-2006

APPROVAL OF THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF ELK GROVE, THE CITY OF FOLSOM, THE CITY OF RANCHO CORDOVA, THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO CREATING THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY, AND APPROVAL OF THE APPOINTMENTS TO GOVERNING BOARD OF THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

WHEREAS, the conservation of groundwater resources within the Central Basin of Sacramento County (Central Basin) for agricultural and municipal and industrial uses is in the public interest and for the common benefit of all water users within the City of Rancho Cordova and the County of Sacramento; and

WHEREAS, the Sacramento Area Water Forum (Water Forum) and the Water Forum Agreement (WFA) provided for the creation of a collaborative process composed of stakeholders in the Central Basin (then known as the South Basin) to develop a groundwater management plan (GMP) for the basin and make recommendations on how and by whom the basin should be managed and the GMP implemented; and

WHEREAS, the City of Rancho Cordova, together with the City of Elk Grove, the City of Folsom, The City of Sacramento and the County of Sacramento propose to enter into a Joint Powers Agreement (JPA) to form a Joint Powers Authority known as the Sacramento Central Groundwater Authority (SCGA) for the purpose of regulating and managing the groundwater within the Central Basin; and

WHEREAS, one of the primary purposes of the JPA is to maintain the sustainable yield of the Central Basin; and

WHEREAS, the Joint Exercise of Powers Act (Chapter 5 commencing with Section 6500 of Division 7 of Title 1 of the California Government Code) provides that two or more public agencies may by agreement jointly exercise any power held in common by the agencies.

WHEREAS, all of the parties to the JPA are local government entities functioning within the County of Sacramento and have under their police power the authority to regulate groundwater; and

WHEREAS, the parties to the JPA have determined that the groundwater management powers which they have in common are necessary and appropriate to further the purposes for which the JPA is being established; and

WHEREAS, the boundaries of the SCGA shall be as follows: on the north, the boundary shall be the American River; bounded on the south by the southern boundary of the Omochumne-Hartnell Water District; on the west by the Sacramento River and Interstate 5 and on the east by the Sacramento – El Dorado County line; and

WHEREAS, the Cities and County will make appointments to the Governing Board of the SCGA as set forth in the Joint Powers Agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Rancho Cordova as follows:

1. The Joint Powers Agreement between the City of Elk Grove, the City of Folsom, the City of Rancho Cordova, the City of Sacramento, and the County of Sacramento creating the Sacramento Central Groundwater Authority is approved.

2. The Mayor of the City of Rancho Cordova is authorized to execute the Joint Powers Agreement.

3. The following appointments are made to the Governing Board of the Sacramento Central Groundwater Authority:

Organization	Nominees and Alternates
City of Rancho Cordova	Cyrus Abhar Albert Stricker (alt)
Golden State Water Company	Scott Fort, District Engineer Paul Schubert, District Manager (alt)

PASSED AND ADOPTED by the City Council of on the 7th day of August, 2006 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Robert McGarvey, Mayor

ATTEST:

_____
Lillian E. Hare, City Clerk