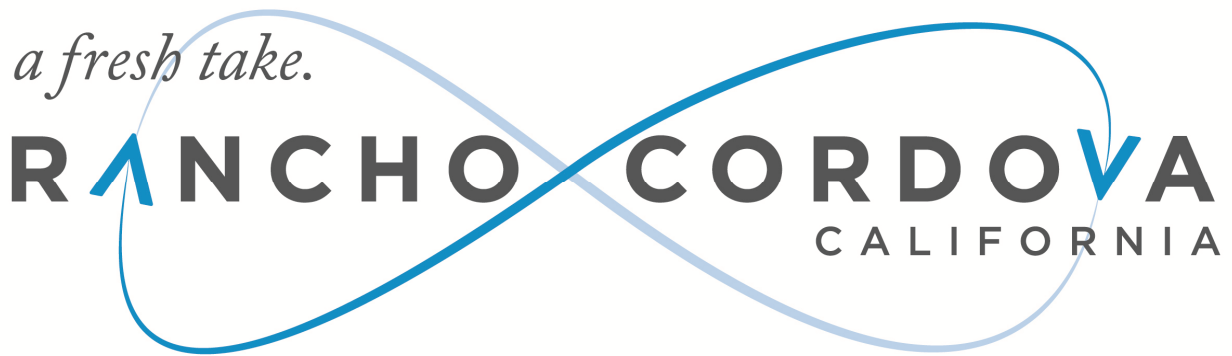


CITY OF RANCHO CORDOVA



CONCURRENT MEETING CITY COUNCIL/SUCCESSOR AGENCY TO THE CRA/RCFC

Monday, September 19, 2016

5:30 PM – Regular Meeting

AGENDA

David Sander, Mayor

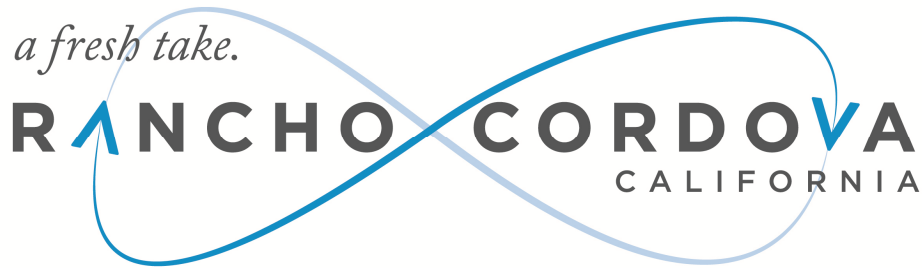
Donald Terry, Vice Mayor

Linda Budge, Council Member

Robert J. McGarvey, Council Member

Dan Skoglund, Council Member

CITY OF RANCHO CORDOVA



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Monday, September 19, 2016

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

AGENDA

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

3. PLEDGE OF ALLEGIANCE

The Mayor will call on the Rancho Cordova Cub Scout Pack 28 Senior Webelos to lead the pledge and flag ceremony.

4. INVOCATION

Wayne Langford, from the Church of Jesus Christ of Latter Day Saints will give the invocation.

5. PRESENTATIONS

- 5.1 Recognition of Rancho Cordova Travel and Tourism by Rancho Cordova Little League.
- 5.2 Update on Rancho Cordova Travel and Tourism, by Executive Director Marc Sapoznik.

6. 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 Speaker Card to the City Clerk. For items on the agenda, speakers will be called up to the podium by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state name and community of residence.

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

7. COUNCIL REPORTS

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 8.1 **Subject:** Meeting Minutes of September 6, 2016 Regular Meeting, September 9, 2016 Special Meeting, and September 13, 2016 Special Meeting.
Recommendation: Adopt minutes.
- 8.2 **Subject:** Establishing a Special Tax for Transit-Related Services for the APG Warehouse Project Subject to Voter Approval.
Recommendation: Waive the second reading and adopt Ordinance No. 8-2016.
Result of Recommended Action: Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the APG Warehouse Project.
Staff Report: Elizabeth Sparkman, Engineering Manager.
Advances Goal: 5.
- 8.3 **Subject:** Biennial Review and Update to the Conflict of Interest Code for the City of Rancho Cordova Designated Employees.
Recommendation: Adopt Resolution No. 112-2016.
Result of Recommended Action: Adoption of the resolution will update the City of Rancho Cordova Conflict of Interest Code which defines which designated positions need to disclose their financial interests to help avoid conflicts of interest.
Staff Report: Mindy Cuppy, City Clerk.
Advances Goals: 1, 5.
- 8.4 **Subject:** Rio Del Oro Specific Plan, Tier 2 Approvals.
Recommendation: Staff recommends that the City Council take the following actions to finalize approval of the Rio del Oro Specific Plan Tier Two Project:
1. Re-adopt Resolution No. 107-2016 Approving the Rio del Oro: Affordable Housing Plan Agreements, Public Facilities Financing Plan, Infrastructure Phasing Master Plan, and Large Lot Tentative Subdivision Map with attached Conditions of Approval; and
 2. Waive second reading and adopt Ordinance No. 9-2016 adopting the Amended Rio del Oro Specific Plan; and
 3. Waive second reading and adopt Ordinance No. 10-2016 adopting two Amended and Restated Development Agreements for the Rio del Oro Project.

Result of Recommended Action: The actions listed above will complete the second stage of project review (Tier 2 Approvals) for the Rio del Oro Specific Plan ("RDOSP" or "Specific Plan") project. The proposed actions would vest the Specific Plan for 25 years and require the 3,828-acre project area to develop in a logical and phased sequence, to be environmentally sensitive to natural resources, and to contribute to the financial sustainability of the City.

Staff Report: Aaron M. Busch, Community Development Director.

Advances Goals: 1, 2, 5, 6.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

NONE.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Proposed 2015-2016 Community Development Block Grant (CDBG) Consolidated Annual Performance Evaluation Report (CAPER) for Submittal to United States Department of Housing and Urban Development (HUD).

Recommendation: Adopt Resolution No. 111-2016 approving the 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) for submittal to the United States Department of Housing and Urban Development (HUD).

Result of Recommended Action: The CAPER will be submitted to HUD in accordance with requirements and timelines.

Staff Report: Peter Ibrahim, Housing and Neighborhood Development Analyst.

Advances Goals: 1, 2, 3, 5.

- 10.2 **Subject:** Ordinance Repealing and Replacing Chapter 4.33 of Title 4 of the Rancho Cordova Municipal Code to Establish New Regulations Regarding Massage and Massage Businesses and Repealing Ordinance Number 9-2009.

Recommendation: Introduce and waive first reading of Ordinance No. 11-2016.

Result of Recommended Action:

Staff Report: Adam Lindgren, City Attorney, and Kerry Simpson, Neighborhood Services Manager.

Advances Goals: 1, 2, 6.

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:**
- A. Receive Fiscal Year 2015/16 Preliminary Year-End Financial Report and Community Enhancement Fund Report
 - B. Discuss options for creating a Community Enhancement Fund Oversight Board
 - C. Adopt Resolution authorizing 2015/16 budget amendments

Recommendation: This report is for both informational purposes and requesting action. It is recommended that the City Council receive the Fiscal Year 2015/16 Preliminary Year-End Financial Report and Community Enhancement Fund Citizen Report and Adopt Resolution No. 114-2016 (Attachment 2) amending the Fiscal Year 2015/16 Budget.

Result of Recommended Action: The Fiscal Year 2015/16 Preliminary Year-End Financial Report and Community Enhancement Fund Citizen Report provide the City Council with the City's unaudited financial performance for the most recent fiscal year prior to receiving the audited Comprehensive Annual Financial Report (CAFR) later in the year. It also provides the City Council with the opportunity to authorize the

proposed budget amendments for the June 30, 2016 fiscal year. The proposed budget amendment would use General Fund surplus dollars to eliminate interfund loans/fund deficits in the General Plan Fund, Kilgore Cemetery Fund, and Capital Improvement Projects fund. The report on the Community Enhancement Fund will provide a report of the first year of the Community Enhancement Fund program and will include a discussion of establishing an oversight board.

Staff Report: Kim Juran-Karageorgiou, Chief Financial Officer, and Stacy Delaney, Community Enhancement Analyst.

Advances Goal: 5.

- 11.2 **Subject:** Project Update and Resolution Authorizing the City Manager to Execute Contract No. 140-2016 with PSOMAS in the Amount of \$233,725 to Design the Rod Beaudry-Routier Bikeway Project.

Recommendation: Adopt Resolution No. 113-2016.

Result of Recommended Action: Adoption of this resolution will authorize the City Manager to execute contract no. 140-2016 with PSOMAS in the amount of \$233,725 to design the Rod Beaudry - Routier Bikeway Project.

Staff Report: Albert Stricker, Public Works Director, and Omid Vaziri, Assistant Civil Engineer.

Advances Goals: 1, 2, 5.

- 11.3 **Subject:** Discuss the Proposed Anatolia Retail Center (DD9600) Located on a 14 Acre Undeveloped Parcel at the Southeast Corner of Sunrise Boulevard and Douglas Road.

Recommendation: Provide preliminary direction to staff and project proponents regarding this project.

Result of Recommended Action: No formal action is requested of Council at this time. Council insight and/or direction to City staff may assist with the review of this project.

Staff Report: Matthew Diaz, Associate Planner.

Advances Goals: 1, 2, 3, 6.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

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

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

16. CLOSED SESSION

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

CONFERENCE WITH LEGAL COUNSEL— POSSIBLE INITIATION OF LITIGATION
Pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9:
(two potential cases)

CONFERENCE WITH LEGAL COUNSEL— ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of Government Code Section 54956.9: (two potential cases)

17. OPEN SESSION - REPORT FROM CLOSED SESSION

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

18. ADJOURNMENT

ADDITIONAL INFORMATION

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

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

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

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

UPCOMING MEETINGS	
Monday, October 3, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
Monday, October 17, 2016	City Council Regular Meeting (5:30 PM)
Tuesday, October 25, 2016	City Council Special Meeting/Closed Session (5:30 PM)
Monday, November 7, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
Monday, November 21, 2016	City Council Regular Meeting (5:30 PM)
Tuesday, November 29, 2016	City Council Special Meeting/Work Session (5:30 PM)
Monday, December 5, 2016	City Council Special Meeting/Study Session (4:00 PM) and Regular Meeting (5:30 PM)
Tuesday, December 13, 2016	City Council Special Meeting/Work Session (5:30 PM)
Monday, December 19, 2016	City Council Regular Meeting (5:30 PM)

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

DEPARTMENTAL GENERAL TELEPHONE NUMBERS	
Building and Safety Division	(916) 851-8760
City Attorney's Office	(916) 556-1531
City Clerk's Department	(916) 851-8720
City Manager's Office	(916) 851-8800
Communications Department	(916) 851-8791
Economic Development Department	(916) 851-8780
Finance Department	(916) 851-8730
Housing Division	(916) 851-8784
Human Resources Department	(916) 851-8740
IT Department	(916) 851-8700
Neighborhood Services – Animal Services	(916) 851-8770
Parks & Recreation (Cordova Recreation & Park District)	(916) 362-1841
Planning Department	(916) 851-8750
Public Works Department	(916) 851-8710
Rancho Cordova Police Department	(916) 875-9600
Redevelopment Department	(916) 851-8780
Sac Metro Fire District	(916) 859-4300

The Rancho Cordova City Council/Successor Agency to the 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 and SureWest Cable Systems. Closed Captioning will be available on the playback cablecast. Tune to Metro Cable Channel 14, for playback times. A VHS copy is available for check out from any library branch, a DVD copy is available from the City Clerk's Department, and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting. 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.

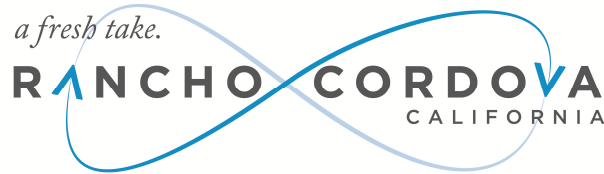
In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Mindy Cuppy, MMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, September 19, 2016 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Thursday, September 15, 2016 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranchocordova.org.

Signed Thursday, September 15, 2016 at Rancho Cordova, California.


Mindy Cuppy, MMC, City Clerk



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

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

Tuesday, September 06, 2016

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Sander called the regular meeting to order in the David B. Roberts Council Chambers at 5:31 PM.

Council Members Present: McGarvey, Sander, Terry (arrived at 6:26 PM, until 9:04 PM), Budge, Skoglund (until 6:23 PM)

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Gool, Haven, Simpson, Stricker, Sparkman, Flory, Ibrahim, Hadley, Kniestedt, Delaney, Yaeger, Heisler, Peek, Bazzano, Busch, Juran, Mingay

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Jason Elder led the pledge.

4. INVOCATION

Julie Steinbach, from United Methodist Church of Rancho Cordova gave the invocation.

5. PRESENTATIONS

- 5.1 Recognize 9/10 Year Old Rancho Cordova Little League All Stars Who Won the District 5 Championship.
- 5.2 Community Enhancement Fund Grant Check Presentations.
- 5.3 Presentation of Proclamation in Support of Prostate Cancer Awareness Month.
- 5.4 Presentation of Proclamation Honoring Rancho Cordova/East Service Center's 23 Year Anniversary on September 1, 2016.
- 5.5 Recognition of Council Member Skoglund's Birthday – September 16th.

6. PUBLIC COMMENT

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

- Diann Rogers

Mayor Sander closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 8.1 through 8.3 by Budge second by Terry;
Carried by a 4:0 roll call vote. (Skoglund absent)

- 8.1 **Subject:** Meeting Minutes of August 15, 2016 Regular Meeting, August 23, 2016 Special Meeting, and August 29, 2016 Special Meeting.

Recommendation: Adopt minutes.

- 8.2 **Subject:** Resolutions Approving Loan Agreements Between the City of Rancho Cordova and the Successor Agency to the Former Community Redevelopment Agency to the City of Rancho Cordova for Fiscal Years 2010-11 and 2011-12 for Funds Advanced to Pay Enforceable Obligations Prior to Redevelopment Agency Dissolution.

Recommendation: Adopt Resolution No. 110-2016 and Successor Agency No. SA-02-2016.

Result of Recommended Action: Adoption of this resolution will allow the Rancho Cordova Successor Agency (the "Agency") to make payments to the city for monies loaned prior to Redevelopment Agency dissolution, as a result of insufficient revenues from tax increment, and place the repayment(s) on future Recognized Obligation Payment Schedules (ROPS).

Staff Report: Michelle Mingay, Senior Finance Analyst and Susana Jackson, Accountant.

Advances Goal: 5.

- 8.3 **Subject:** Resolution Creating Special Tax Area Zone 18 and an Ordinance Establishing a Special Tax for Transit-Related Services for the APG Warehouse Project.

Recommendation: That Council:

- Adopt Resolution No. 105-2016 creating special tax area zone 18 and;
- Introduce and waive first reading of Ordinance No. 8-2016, establishing a special tax for transit-related services for the APG Warehouse Project.

Result of Recommended Action: Adoption of this resolution and ordinance will assist the City to meet the costs of providing transit-related services by creating a special tax area zone and establishing a special tax for transit-related services for the APG Warehouse Project.

Staff Report: Elizabeth Sparkman, Engineering Manager.

Advances Goal: 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

Mayor Sander opened the public hearing. There were no speakers. Mayor Sander closed the public hearing.

ACTION: Motion to approve item 9.1, by Budge second by Terry;
Carried by a 4:0 roll call vote. (Skoglund absent)

- 9.1 **Subject:** 2016-2020 Citizen Participation Plan.

Recommendation: Adopt Resolution No. 108-2016, approving the 2016-2020 Citizen Participation Plan.

Result of Recommended Action: Upon approval, staff will submit the Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD).

Staff Report: Peter Ibrahim, Housing and Neighborhood Development Analyst.

Advances Goals: 1, 2, 3.

10. PUBLIC HEARING ITEMS

NONE.

11. REGULAR CALENDAR ITEMS

- 11.1 **Subject:** Presentation of Results from the 2016 Resident Satisfaction Survey by Bryan Godbe of Godbe Research.

Recommendation: Receive results of Resident Satisfaction Survey.

Result of Recommended Action: Council will receive results of the survey and provide direction to staff.

Staff Report: Peter Ibrahim, Housing and Neighborhood Development Analyst.

Advances Goals: 1, 3, 6.

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

- Derald Langwell
- Bob Cashatt

Mayor Sander closed the public comment period.

ACTION: Discussion item only; no action taken.

11.2 **Subject:** Update on Rancho Cordova's Homeless Navigator Outreach to Date and Council Direction Discussion.

Recommendation: Receive presentation of an update on the City's Navigator's work to date, and a briefing on the Cleanup and Nuisance Response outreach team by RCPD and Neighborhood Services.

Result of Recommended Action: Council will be updated on our Navigator's work to date, his case load, preliminary findings, current successes and identified challenges. The presentation will also include a briefing on the team formed by RCPD and Neighborhood Services that will provide additional outreach and prevention of nuisances.

Staff Report: Stefan Heisler, Reinvestment Analyst.

Advances Goals: 1, 2, 5.

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

- Ruth Fedrow
- Jeanie Boulden

Mayor Sander closed the public comment period.

ACTION: Discussion item only; no action taken.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council had no requests for future agenda items.

13. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

14. ADJOURNMENT

Mayor Sander adjourned the meeting at 9:08 PM.

Mindy Cuppy, MMC, City Clerk



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

**Rancho Cordova Police Department, Canfield Community Room
2897 Kilgore Road, Rancho Cordova, CA 95670**

**Friday, September 09, 2016
1:00 PM – Special Meeting**

DRAFT MINUTES

1. SPECIAL MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the Canfield Community Room at 1:07 PM.

Council Members Present: McGarvey, Sander, Terry, Budge, Skoglund

Council Members Absent: None

Staff Members Present: Lindgren, Cuppy, Abhar, Busch, Goold, Haven, Simpson, Downton, Flory, Brown, Behrends, Harriman, Hadley, Ulm, Ibrahim, Delaney, Stricker, Juran, Kniestedt

2. PUBLIC COMMENT

The public were encouraged to comment throughout the meeting.

3. SPECIAL MEETING ITEM

- 3.1 **Subject:** Continued Discussion of the January, April, and May 2016 Retreat on the Vision and Priorities for the City of Rancho Cordova Including Discussion and Direction to Staff on Use of Community Enhancement Fund Revenues for Legacy Projects.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Mayor Sander adjourned the meeting at 4:41 PM.

Mindy Cuppy, MMC, City Clerk



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

City Hall
2729 Prospect Park Drive, Rancho Cordova

Tuesday, September 13, 2016

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

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Sander called the special meeting to order in the American River Community Room North at 5:46 PM.

Council Members Present: McGarvey, Sander, Terry (until 7:48 PM), Skoglund

Council Members Absent: Budge

Staff Members Present: Cuppy, Abhar, Haven, Simpson, Flory, Franklin, Cook, H., Cook, K., Crone, Ulm, Harriman, Rodriguez, Juran, Kniestedt

2. PUBLIC COMMENT

The public were encouraged to comment throughout the meeting.

3. SPECIAL MEETING ITEM

3.1 **Subject:** Update on Neighborhood Services Strategic Plan and Priorities.

ACTION: Discussion item only; no action taken.

4. ADJOURNMENT

Mayor Sander adjourned the meeting at 8:14 PM.

Mindy Cuppy, MMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 8-2016

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA
ESTABLISHING A SPECIAL TAX FOR TRANSIT-RELATED SERVICES FOR THE
APG WAREHOUSE PROJECT SUBJECT TO VOTER APPROVAL**

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

Section 1. Purpose, Intent and Authority.

It is of critical importance to the City Council of the City of Rancho Cordova that residents of and employees working in the City receive high quality transit-related services. In carefully reviewing the City's budget and revenue projections, it is clear to City staff that the City budget does not contain adequate funding to ensure the continued delivery of adequate high quality transit-related services unless additional revenues are obtained.

It is the purpose and intent of this Ordinance to generate additional funds to pay for transit-related services by authorizing the levy of a tax on improved parcels of real property on the secured property tax roll of Sacramento County that are within Zone 18 of the Rancho Cordova Transit-Related Services Special Tax Area (the "Zone").

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

The revenues raised by this tax are to be used solely for the purpose of providing transit-related services as are deemed necessary by the City Council for the benefit of the residents and/or employees of Zone 18.

At the time that the Council adopted this Ordinance, there were zero (0) registered voters residing in Zone 18 and one (1) property owner. Because the Transit-Related Services Special Tax will be imposed on property in Zone 18 and paid by the owners of the property, the Council finds that restricting the vote on the Transit-Related Services Special Tax to property owners in Zone 18 is appropriate and consistent with the principles and requirements of California Constitution article XIIC (Proposition 218).

Section 2. Definitions.

The following definitions shall apply throughout this Ordinance.

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

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

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

D. "Parcel" means the land and any improvements thereon, designated by an assessor's parcel map and parcel number and carried on the secured property tax roll of Sacramento County. For the purposes of this Ordinance, parcel does not include any land or improvements outside the boundaries of Zone 18 nor any land or improvements owned by any governmental entity.

E. "Rancho Cordova Transit-Related Services Special Tax Area" means all the properties within the jurisdictional limits of the City of Rancho Cordova.

F. "Rancho Cordova Transit-Related Services Special Tax Area Zone 18 (the "Zone")" means that portion of the incorporated area of the City of Rancho Cordova located within the boundaries described in **Exhibit A** hereto and as shown on the map **Exhibit B** hereto.

G. "Transit-Related Services" means providing, operating, maintaining and subsidizing transit services and all supporting facilities, infrastructure, programs and incentives that benefit the residents of the Rancho Cordova Transit-Related Services Special Tax Area, and shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

H. "Voter" means a person who owns real property within Zone 18, as shown on the last equalized assessment role prepared by the Sacramento County Assessor's Office, at the time that the City Council adopts an ordinance authorizing the imposition of a transit-related services tax to the voters of Zone 18.

Section 3. Amount and Level of Taxes.

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

A. For First Fiscal Year:

The tax per year for the first fiscal year (July 1, 2016 through June 30, 2017) shall be the amount of Tax per Parcel for a Land Use Code Category as set forth on **Exhibit C** hereto.

The use code assigned to each parcel shall be reviewed and updated periodically. Rates in **Exhibit C** shall be calculated and set according to the methodology described in Engineer's Report County Service Area No. 10 and Benefit Zone No. 2 County of Sacramento, September 7, 2004, which established the methodology for the original service charge for Benefit Zone No. 2.

B. For Subsequent Fiscal Years:

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

In June or July of each year, City Council shall determine the amount of taxes to be levied upon the parcels in Zone 18 for the then current fiscal year, as set forth below.

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

Tax Per Parcel For then Current Fiscal Year	=	Tax Per Parcel For Immediately Preceding X Fiscal Year	Consumer Price Index from April of immediately Preceding Fiscal Year to April of then Current Fiscal Year OR 6 percent, whichever is less
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Provided, however, that in no event shall the tax per parcel for any fiscal year be less than the amount established for the first fiscal year.

C. Nature of Tax Levy.

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

Section 4. Collection and Administration.

A. Taxes as Liens Against the Property.

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

B. Collection.

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

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

C. Costs of Administration by County.

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

D. Use of Tax Revenue.

The revenue collected from the tax imposed by this ordinance shall be placed into a separate account and may be used only to fund transit-related services, including the costs of administering and collecting the tax and enforcing the provisions of this ordinance. Revenue from the tax may be used for transit-related services citywide.

E. Refunds.

1. Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once, or has been erroneously or illegally collected or received by the City pursuant to this ordinance, it may be refunded as provided in this Section.
2. No refund may be made except upon a written claim verified by the person who paid the tax or by his or her guardian or conservator or the executor or administrator of his or her will or estate and stating the grounds upon which the claim is made. All claims filed pursuant to this subsection must be presented within one year after payment of the amount for which the claimant is seeking a refund.
3. No order of a refund may be made until a written claim therefor has been presented in accordance with this subsection. No suit for money, damages or a refund may be brought against the City until a written claim therefor has been presented to the City and has been acted upon or has been deemed rejected by the City, in accordance with this subsection. Only the person who filed the claim may bring such a suit, and if another person should do so, judgment shall not be rendered for the plaintiff.

F. Initiatives to Affect Tax.

Consistent with the California Constitution (art. XIIC, § 3) the tax imposed by this ordinance may be affected by initiative. The procedures for qualification of such an initiative and the election on a qualified initiative shall be consistent with the California Constitution (art. 2, sec. 8), the California Elections Code (Chapter 3 of Division 9), and the Municipal Code. The minimum number of signatures necessary to qualify an initiative to affect the tax approved by this ordinance shall be equal to 5 percent of the votes in the City for all candidates for Governor at the last gubernatorial election. The election on a qualified initiative to affect the tax shall be a regular citywide election. An initiative affecting the tax shall be approved only if at least two-thirds of the votes cast on the measure are in favor of its approval.

Section 5. Severability Clause.

If any article, section, subsection, sentence, phrase of clause of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance. The voters of Zone 18 hereby declare that they would have adopted the remainder of this Ordinance, including each article, section, subsection, sentenced phrase or clause, irrespective of the invalidity of any other article, section, subsection, sentence, phrase or clause.

Section 6. Effective Date and Posting.

This Ordinance shall take effect immediately upon its approval by two-thirds of the voters voting within the Zone in an election to be held on November 7, 2016 so that taxes shall first be collected hereunder for the tax year beginning July 1, 2017.

ADOPTED, THIS ____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2700859.1

EXHIBIT A**LEGAL DESCRIPTION**

PARCEL 97, AS SAID PARCEL IS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL 33 OF 52 P.M. 39 AND A PORTION OF PARCEL 43 OF 42 P.M. 11", RECORDED JUNE 12, 1990 IN BOOK 58 OF PARCEL MAPS, AT PAGE 19 ET SEQ., SACRAMENTO COUNTY RECORDS; AS SAID MAP WAS MODIFIED BY CERTIFICATES OF CORRECTION RECORDED MARCH 14, 1983 IN BOOK 830304, PAGE 712 OF OFFICIAL RECORDS AND RECORDED FEBRUARY 15, 1985 IN BOOK 850215, PAGE 882 OF OFFICIAL RECORDS

APN: 072-0550-023

CITY OF RANCHO CORDOVA
TRANSIT RELATED SERVICES SPECIAL TAX AREA
ZONE 18
(APG WAREHOUSE)

APN
072-0550-023

RECYCLE RD

ELKS CIR

Legend

Parcel Boundary

Annexation Boundary

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

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2016/2017 for Residential Land Use Categories shall be \$66.61 per low density residential dwelling unit or low density residential dwelling unit equivalent, \$53.28 per medium density residential dwelling unit or medium density residential dwelling unit equivalent, or \$39.96 per high density residential dwelling unit or high density residential dwelling unit 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 Transit-Related Services Special Tax).

B. Non-Residential

As adjusted for inflation from the original base year, the amount of Tax per Parcel for fiscal year 2016/2017 for Non-Residential Land Use Categories (except Recreational and Agricultural) shall be \$1,707.78 per retail and service commercial acre, \$1,468.00 per commercial mixed use or office commercial acre, and \$612.78 per light industrial acre.

C. Inflator Formula

The tax is subject to an annual inflator formula based on the Consumer Price Index for all Urban Consumers (CPI-U) for the San Francisco-Oakland-San Jose Area, or six percent, whichever is less.

MEMORANDUM

DATE: September 19, 2016

TO: Honorable Mayor and Council Members

FROM: Mindy Cuppy, City Clerk

SUBJECT: **BIENNIAL REVIEW AND RESOLUTION UPDATING THE CONFLICT OF INTEREST CODE FOR THE CITY OF RANCHO CORDOVA DESIGNATED EMPLOYEES.**



RECOMMENDATION

Adopt Resolution No. 112-2016.

RESULT OF RECOMMENDED ACTION

Adoption of the resolution results in the City's compliance with Fair Political Practices Commission requirements.

BACKGROUND

Local agencies must review their Conflict of Interest Code biennially to ensure that the Code still accurately designates the appropriate positions and requires disclosure by designated officials in the appropriate disclosure category. The Political Reform Act requires that all positions that make or participate in making governmental decisions be designated.

The City Council, City Manager, City Attorney, and Chief Financial Officer are not covered under this Code but are mandated filers and subject to the disclosure requirements set forth in Government Code Section 87200.

By adopting the attached resolution, the City is adopting by reference the terms of Title 2 California Code of Regulations Section 18730 and designating the following positions and disclosure categories. The attached table shows the changes from the last biennial review.

FISCAL IMPACT

None.

ATTACHMENTS

1. Proposed changes from the 2010 biennial review of the Conflict of Interest Code.
2. Resolution No. 112-2016 including:
 - Exhibit A: California Code of Regulations, Title 2, Section 18730, Provisions of Conflict of Interest Codes; and
 - Exhibit B: Conflict of Interest Code for the City of Rancho Cordova.

ATTACHMENT 1

CONFLICT OF INTEREST CODE DESIGNATED POSITIONS UPDATE 9-19-2016

KEY: ~~Strikethrough~~ = Remove RED = Addition

The positions listed below constitute the list of designated positions required by the City of Rancho Cordova Conflict of Interest Code (2 Cal. Code of Regs. Section 18730). The individual occupying each position is deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest of that individual. The individuals occupying the designated positions shall disclose their economic interests in accordance with the corresponding disclosure categories, defined in Appendix B (Disclosure Categories).

POSITION	DEPARTMENT/DIVISION	CATEGORY
Animal Services Officer	Economic Development	2
Assistant City Attorney	City Attorney	1
Assistant City Manager	City Manager	1
Building Inspector	Community Development Public Works	2
Chief Building Official	Community Development Public Works	1
City Clerk	City Clerk	1
City Engineer/Public Works Director	Public Works	1
Code Enforcement Officer	Economic Development Neighborhood Services	2
Community Development Director	Community Development	1
Community Enhancement Analyst (Management Analyst)	City Manager	2
Deputy City Attorney	City Attorney	1
Economic Development Director	Economic Development	1
Economic Development Manager (Management Analyst)	Economic Development	2
Engineering Manager	Public Works	3
Facilities Services Manager	Public Works/Facilities	2
Housing Administrator	Economic Development/Housing	2
Reinvestment and Housing Opportunities Manager	Economic Development	2
Human Resources Manager	Human Resources	2
Information Technology Manager Director	Information Technology	2 3
Integrated Waste Manager	Public Works	2
Neighborhood Services Manager	Economic Development Neighborhood Services	2
Neighborhood Services Supervisor	Economic Development	2
Planning Director	Planning	1
Principal Planner	Community Development Planning	2
Police Chief	Police	1
Principal Building Inspector	Community Development	2
Assistant Police Chief	Police	1
Public Relations & Communications Manager	City Manager	2
Communication and Legislative Affairs Manager	City Manager	2
Senior Accountant/Auditor	Finance	2
Senior Civil Engineer	Public Works	1
Senior Engineer	Public Works	2 3
Senior Finance Analyst	Finance	2
Senior Planner	Community Development Planning	2
Streets Operations & Maintenance Manager	Public Works	2
Public Works Division Manager-Maintenance and Operations	Public Works	3
Supervising Building Inspector	Community Development Public Works/Building	2

ATTACHMENT 2**CITY OF RANCHO CORDOVA****RESOLUTION NO. 112-2016****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
UPDATING THE CITY'S CONFLICT OF INTEREST CODE WHICH INCLUDES THE LIST
OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES**

WHEREAS, the Political Reform Act, Government Code Section 8100 et seq., requires local government agencies to adopt and to publicize conflict of interest codes and review them biennially; and

WHEREAS, the City of Rancho Cordova is an agency subject to the Political Reform Act's code-filing requirements; and

WHEREAS, pursuant to City Council Resolutions 69-2003, 143-2004 177-2006, 113-2008, and 109-2010 the City has previously adopted by reference the conflict of interest code provisions set forth in Title 2 California Code of Regulations Section 18730 and established A Conflict of Interest Code which lists designated positions and required categories of disclosure; and

WHEREAS, the City has determined that changes to the staffing and/or position titles of City positions requires that the City amend its list of designated positions; and

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

Section 1. The City Council hereby approves and adopts by reference the terms of Title 2 California Code of Regulations Section 18730, as it may be amended after a public notice and hearing may be amended from time to time by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

Section 2. The provisions of this Resolution No. 112-2016 and its attachments shall supersede any conflicting provisions and attachments previously adopted by the City Council pertaining to the City of Rancho Cordova's Conflict of Interest Code.

Section 3. Following adoption of the Code, the designated officials, employees, and consultants shall file statements of economic interest and shall disqualify themselves from participation in decisions in which they may have a conflict of interest, in accordance with the Code.

Section 4. Individuals holding designated positions shall file their statements with the City Clerk, which will retain the statements and make the statements available for public inspection and reproduction.

ATTACHMENT 2

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

WestlawNext California Code of Regulations

[Home Table of Contents](#)**§ 18730. Provisions of Conflict of Interest Codes.**

2 CA ADC § 18730

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations [Currentness](#)

Title 2. Administration

Division 6. Fair Political Practices Commission

Chapter 7. Conflicts of Interest

Article 2. Disclosure (Refs & Annos)

2 CCR § 18730

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. . The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq. .

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies. ¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. ²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code.

EXHIBIT A

Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of as-

suming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property ³ is required to be reported, ⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, ⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

EXHIBIT A

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, ⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$460.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$460 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

EXHIBIT A

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made.
 - b. The date the last payment of \$100 or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

EXHIBIT A

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$460 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47).
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).
24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).
25. Editorial correction of History 24 (Register 2003, No. 12).
26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

This database is current through 9/2/16 Register 2016, No. 36.

2 CCR § 18730, 2 CA ADC § 18730

END OF DOCUMENT

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EXHIBIT B**CONFLICT OF INTEREST CODE FOR THE CITY OF RANCHO CORDOVA**

The Political Reform Act (Government Code Section 8100, et. seq.) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code of Regulations Section 18730) that contains the terms of a standard conflict-of-interest code and may be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices (FPPC) to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendices designating positions and establishing disclosure requirements shall constitute the conflict-of-interest code of the City of Rancho Cordova.

Individuals holding designated positions shall file their statements with the City Clerk, which will retain the statements and make the statements available for public inspection and reproduction. (Government Code Section 81088).

DESIGNATED POSITIONS

The positions listed below constitute the list of designated positions required by the City of Rancho Cordova Conflict of Interest Code (2 Cal. Code of Regs. Section 18730). The individual occupying each position is deemed to make, or participate in the making of, decisions that may have a material effect on a financial interest of that individual. The individuals occupying the designated positions shall disclose their economic interests in accordance with the corresponding disclosure categories, defined in Section II below.

POSITION	DEPARTMENT	CATEGORY
Animal Services Officer	Economic Development	2
Assistant City Attorney	City Attorney	1
Assistant City Manager	City Manager	1
Building Inspector	Community Development	2
Chief Building Official	Community Development	1
City Clerk	City Clerk	1
City Engineer/Public Works Director	Public Works	1
Code Enforcement Officer	Economic Development	2
Community Development Director	Community Development	1
Community Enhancement Analyst (Management Analyst)	City Manager	2
Deputy City Attorney	City Attorney	1
Economic Development Director	Economic Development	1
Economic Development Manager (Management Analyst)	Economic Development	2
Engineering Manager	Public Works	3
Facilities Services Manager	Public Works	2

EXHIBIT B

POSITION	DEPARTMENT	CATEGORY
Reinvestment and Housing Opportunities Manager	Economic Development	2
Human Resources Manager	Human Resources	2
Information Technology Director	Information Technology	3
Neighborhood Services Manager	Economic Development	2
Neighborhood Services Supervisor	Economic Development	2
Principal Planner	Community Development	2
Police Chief	Police	1
Principal Building Inspector	Community Development	2
Assistant Police Chief	Police	1
Communication and Legislative Affairs Manager	City Manager	2
Senior Accountant/Auditor	Finance	2
Senior Civil Engineer	Public Works	1
Senior Engineer	Public Works	3
Senior Finance Analyst	Finance	2
Senior Planner	Community Development	2
Public Works Division Manager-		
Maintenance and Operations	Public Works	3
Supervising Building Inspector	Community Development	2

Consultants shall be designated on a case-by-case basis, depending upon the nature of their services.

DISCLOSURE CATEGORIES

Disclosure Category 1

Individuals in this category shall disclose all interests in real property located within the City and all investments in, business positions with, and sources of income from entities having an interest in real property within the City or entities which are of the type to do business with or within the City.

Disclosure Category 2

Individuals in this category shall disclose all investments and business positions in business entities, and income from sources which: (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the City, or (2) which manufacture or sell supplies, material, machinery or equipment of the type utilized by the City.

Disclosure Category 3

Individuals in this category shall disclose all investments and business positions in business entities, and income from sources which: (1) are contractors or subcontractors engaged in the performance of work or services of the type utilized by the designated employee's department, or (2) which manufacture or sell supplies, material, machinery or equipment of the type utilized by the designated employee's department.

MEMORANDUM

DATE: September 19, 2016
TO: Honorable Mayor and Council Members
FROM: Aaron M. Busch, Community Development Director
SUBJECT: RIO DEL ORO SPECIFIC PLAN, TIER 2 APPROVALS



RECOMMENDATION

Staff recommends that the City Council take the following actions to finalize approval of the Rio del Oro Specific Plan Tier Two Project:

1. Re-adopt Resolution No. 107-2016 Approving the Rio del Oro: Affordable Housing Plan Agreements, Public Facilities Financing Plan, Infrastructure Phasing Master Plan, and Large Lot Tentative Subdivision Map with attached Conditions of Approval; and
2. Waive second reading and adopt Ordinance No. 9-2016 adopting the Amended Rio del Oro Specific Plan; and
3. Waive second reading and adopt Ordinance No. 10-2016 adopting two Amended and Restated Development Agreements for the Rio del Oro Project.

RESULT OF RECOMMENDED ACTION

The actions listed above will complete the second stage of project review (Tier 2 Approvals) for the Rio del Oro Specific Plan ("RDOSP" or "Specific Plan") project. The proposed actions would vest the Specific Plan for 25 years and require the 3,828-acre project area to develop in a logical and phased sequence, to be environmentally sensitive to natural resources, and to contribute to the financial sustainability of the City.

BACKGROUND

On August 29, 2016 the Rancho Cordova City Council reviewed and approved Tier Two entitlements for the Rio del Oro Specific Plan Project. This included the approval of an Addendum to the previously approved Environmental Impact Report/Environmental Impact Statement, the Affordable Housing Plan Agreements, the Public Facilities Financing Plan, the Infrastructure Phasing Master Plan, and Large Lot Tentative Map with attached Conditions of Approval. At the meeting, the City Council introduced and waived the first reading of Ordinance No. 10-2016 approving two amended and restated Development Agreements, and Ordinance No. 9-2016 amending the Rio del Oro Specific Plan.

ATTACHMENTS

2. Ordinance No. 9-2016 An Ordinance of the City Council of the City Of Rancho Cordova Adopting the Amended Rio Del Oro Specific Plan (**Exhibit 2A**)
3. Resolution No. 107-2016 A Resolution of the City Council of the City of Rancho Cordova Approving the Following for the Rio del Oro Project: the Affordable Housing Plan Agreements, (**Exhibits 3A and 3B**), the Public Facilities Financing Plan (**Exhibit 3C**), the Infrastructure Phasing Master Plan (**Appendix H in Exhibit 3C**), and Large Lot Tentative Map (**Exhibit 3D**) and attached Conditions of Approval (**Exhibit 3E**), for the Rio Del Oro Tier Two Approvals
4. Ordinance No. 10-2016 An Ordinance of the City Council of the City of Rancho Cordova Approving Two Amended and Restated Development Agreements (**Exhibit 4A and 4B**) for the Rio Del Oro Project.

ATTACHMENT 2

CITY OF RANCHO CORDOVA

ORDINANCE NO. 9-2016

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING THE AMENDED RIO DEL ORO SPECIFIC PLAN**

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

Section 1. Recitals.

WHEREAS, since the City's incorporation in 2003, the City of Rancho Cordova (the "City") has worked with landowners of the Rio Del Oro ("RDO") Specific Plan area to move forward with entitlements for that property; and

WHEREAS, On September 20, 2010, the City Council adopted Ordinance 14-2010, adopting the RDO Specific Plan. The adopted RDO Specific Plan Project ("Project") is a plan for a mixed-use development supporting a combination of employment-generating uses, retail and supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 3,828-acre site in the City. The Project includes 11,601 residential units at various densities; 522 acres of employment-generating uses (village commercial, shopping center, business park, industrial park); public/quasi-public uses; elementary, middle, and high schools; community and neighborhood parks; private recreational uses; stormwater detention basins; open-space areas and open-space preserves; a drainage parkway; greenbelts; major roads with landscaping; and a wetland preserve/mitigation bank. Several off-site infrastructure facilities (road widening and extensions, sewer interceptors, water and wastewater treatment facilities, wastewater transmission mains, water pipelines and distribution systems and facilities, electrical transmission lines, and water tanks) are proposed to serve project development; and

WHEREAS, on September 20, 2010, the City entered into Tier 1 Development Agreements with Elliott Homes, Inc., an Arizona corporation ("Elliott"), and Aerojet-General Corporation, an Ohio corporation ("Aerojet"), (collectively Elliott and Aerojet shall be referred to as "Landowners"), relative to the RDO Specific Plan. On December 6, 2010, the City Council approved Ordinance No. 33-2010 re-approving the Tier 1 Development Agreement with Elliot. The Tier One Development Agreement with Elliott was recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 0430 and the Tier One Development Agreement with Aerojet was recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 0430 (collectively referred to as the "Tier 1 Agreements"); and

WHEREAS, Landowners have requested amendments to the RDO Specific Plan and amendments to the Tier 1 Agreements; and

WHEREAS, the proposed amendments to the RDO Specific Plan ("Amended RDO Specific Plan") would increase the allowable Project density and allow development of 7,593 single-family residential units, 2,048 medium-density residential units, and 2,548 high-density residential units. The proposed amendments would result in a potential overall increase of 588 residential units in the Specific Plan area; and

WHEREAS, the Amended RDO Specific Plan adopted by this Ordinance (attached hereto as **Exhibit 2A**) complies with the requirements of California Government Code sections 65451 and 65454 and its adoption complies with Government Code section 65453; and

WHEREAS, in compliance with the California Environmental Quality Act ("CEQA"), on September 7, 2010, by Resolution No. 92-2010, the City certified the RDO Specific Plan Environmental Impact Report/Environmental Impact Statement ("EIR/EIS"). On August 29, 2016, the City approved by Resolution No. 106-2016 approving the Addendum to the EIR/EIS (the "Addendum"), which further analyzed and reviewed the environmental impacts, if any, associated with the Amended RDO Specific Plan; and

WHEREAS, on August 29, 2016, the City Council held a properly noticed public hearing at which it received a report from City Staff regarding the RDO Specific Plan Amendments and oral and written testimony from the public, and deliberated on the item; and

WHEREAS, the public hearing was noticed in accordance with the requirements set forth in Government Code section 65090 and 65091.

Section 2: Findings.

A. Consistency with the General Plan. In accordance with Government Code section 65454, the City Council finds that the proposed Amended RDO Specific Plan is consistent with the City's General Plan. The General Plan consistency findings made by the City Council in Ordinance No. 14-2010, including the General Plan consistency analysis matrix (attached hereto and incorporated herein by this reference as **Exhibit 2B** are still accurate and relevant to the Amended RDO Specific Plan and are unchanged by the Amended RDO Specific Plan and therefore are incorporated into the findings herein.

The Amended RDO Specific Plan is consistent with the General Plan as described in the original findings for the Rio del Oro Specific Plan, which remain relevant to the Amended RDO Specific Plan, as follows:

- i. The Rio del Oro Specific Plan Community Plan (Exhibit 3-1), Land Use Plan (Exhibit 3-2), and land use parameters in Section 3 and Appendix A are consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the Rio del Oro Specific Plan are consistent with the Rio del Oro Planning Area Concept Plan (General Plan Figure LU-26), corresponding text description, and assumed development potential (General Plan Table LU-5) outlined in the General Plan.
- ii. The Rio del Oro Specific Plan and Development Standards and Design Guidelines (Specific Plan Appendix A) include a land use plan, use and development standards as well as guidelines for subsequent project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location and design concepts for the village, local, and regional town centers within Rio del Oro are in keeping with the building block concepts outlined in the Urban Design Element (General Plan Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context-sensitive design provisions envisioned in General Plan Goals UD-3 and UD-4).

- iii. The Rio del Oro Specific Plan includes land use designations for a significant employment center, two village centers, one local town center, and two regional town centers. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in that it diversifies the local economy with land uses that provide substantial and sustainable fiscal benefits to the City and residents, and because it provides new local and regional retail and service opportunities that will meet regional demands and generate tax revenues for the City. This plan also implements General Plan Goal ED-8 because it will result in a variety of businesses that provide a range of options for jobs and career choices.
- iv. The Rio del Oro Land Use Plan (Exhibit 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential, high density residential, as well as opportunities for high density housing in select mixed use center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities, respectively.
- v. The Rio del Oro Circulation Plan (Exhibit 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local project traffic, improved community circulation, and well as regional transportation system with the addition of two major north south roadways (Rancho Cordova Parkway and Americanos Boulevard) as well as improvements to the east-west connectivity. The Rio de Oro Bikeway and Trails Plan (Exhibit 4-5) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section 4 of the Rio del Oro Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.
- vi. The Rio del Oro Land Use Plan (Exhibit 3-2) designates approximately 775 acres (20% of the project area) for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes a 510-acre wetland preserve, drainage parkways, landscape corridors, and greenbelts. Project parks include a 121-acre community park, an adult sports park, neighborhood parks and future pocket parks and neighborhood greens. The Rio del Oro Bikeway and Trails Plan (Exhibit 4-5) includes more than 15 miles of Class I, paved off-street bike paths connecting neighborhoods to activity centers and improving regional trail connections. Planned open space, parks, and trails for Rio del Oro are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.
- vii. Sections 4 (Circulation Element), 6 (Public Utilities Element) and 7 (Public Services Element) of the Rio del Oro Specific Plan identify necessary infrastructure, utilities, and services for the project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and Finance Element. Rio del Oro Specific Plan Section 8 (Implementation and Administration) identify requirements for the Financing Plan that is required prior to or contemporaneous with the approval of the first large lot tentative map

for the Rio del Oro development. That section also includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.

- viii. The Environmental Impact Report/Environmental Impact Statement for the Rio del Oro project identifies all known and protected resources within the project area. Required protection and mitigation measures have been incorporated into the Rio del Oro Specific Plan as shown on the Land Use Exhibit (Exhibit 3-2) and as described in Section 5 (Environmental Resources Element). The Rio del Oro project is consistent with the General Plan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.
- ix. The Rio del Oro Specific Plan includes information about the historic use of the property and the Development Standards and Design Guidelines (Appendix A) specifically reference historic rocket testing operations on a neighborhood park site (Parcel 80) where special design treatment should convey the site's historic interest through inclusion of interpretive exhibits or other design features. This provision is consistent with General Plan Cultural and Historic Resources Element Goal CHR-1 to identify and preserve the history of Rancho Cordova for future generations.
- x. The Rio del Oro Specific Plan (including Appendix A) includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Residential uses within the project area are located outside of the designated Mather Airport flight zone consistent with Safety Element Goal S-6 to protect the community from potential harm associated with Mather Airport operations. Finally, the Rio del Oro Development Standards and Design Guidelines incorporate best practices from the Crime Prevention Through Environmental Design (CPTED) standards to ensure consistency with General Plan Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.
- xi. The Rio del Oro Land Use Plan (Exhibit 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. This land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding land use patterns and densities, as well as circulation systems to reduce vehicle trips and air quality impacts.
- xii. The Rio del Oro Land Use Plan (Exhibit 3-2) maintains residential uses outside of the designated Mather Airport flight zone and establishes setbacks and in some cases soundwalls to mitigate noise impacts from heavily traveled roadways and adjoining industrial uses to the west and south of the project site. This land plan and provisions in the Rio del Oro Development Standards and Design Guidelines are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.
- xiii. The changes to project densities proposed by the Amended RFO Specific Plan would result in a potential overall increase of 588 residential units in the Specific Plan area, which includes an increase of 828 high-density units and 152 medium-density units, and a decrease of 392 single-family units from the number of units under the original RDO Specific Plan. This change is consistent with the General Plan in that General Plan

Housing Element Policy H.1.2 requires that adequate sites be maintained to meet the City's housing needs and the City's share of regional housing needs. Within the Sacramento region, local agencies must zone a certain amount of land for 30 dwelling units or more per acre in order to meet Regional Housing Need Allocation (RHNA) obligations. Further, the General Plan's Housing Element Action H.1.2.1 requires development projects greater than 100 acres in area to provide 5 percent of residential acreage to be zoned to accommodate 30 dwelling units per acre or higher. The adjustments to the RDO Specific Plan residential densities are proposed to achieve consistency with the above noted General Plan policy and action.

B. Public Interest. The proposed Amended RDO Specific Plan will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. The Amended RDO Specific Plan is expected to result in an improved jobs/housing ratio than what currently exists and includes the designation of public uses including public schools, parks and other public or quasi-public uses. The Amended RDO Specific Plan integrates sustainable development practices at each level of community planning and implementation. It includes a variety of retail opportunities for the planned community and the surrounding areas of the City and Sacramento County as well as a variety of residential densities resulting in a range of housing opportunities for a range of income levels.

C. CEQA Compliance. In compliance with the California Environmental Quality Act ("CEQA"), on September 7, 2010, by Resolution No. 92-2010, the City certified the Specific Plan EIR/EIS ("EIR/EIS"; State Clearinghouse #2003122057). On August 29, 2016, the City approved by Resolution No. 106-2016 certifying the Addendum to the Rio del Oro Specific Plan EIR/EIS (the "Addendum"), which further analyzed and reviewed the environmental impacts, if any, associated with the Amended RDO Specific Plan.

Section 3: Adoption of Amended RDO Specific Plan.

The City Council hereby adopts the Amended RDO Specific Plan, attached as **Exhibit 2A**.

Section 4: Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

Section 5: Publication and Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2652945.2

RIO DEL ORO SPECIFIC PLAN

City of Rancho Cordova,
California

August 2016
Draft



RIO DEL ORO SPECIFIC PLAN

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APPENDICES

Appendix A- Rio Del Oro Development Standards and Design Guidelines

Appendix B- On-Site Infrastructure Phasing Plan

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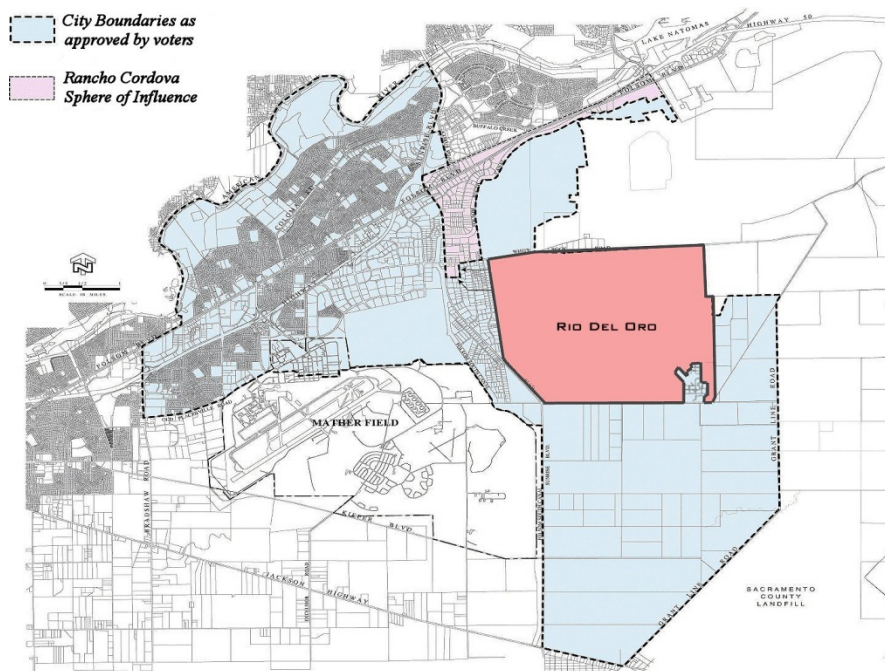
1 Introduction

1.1 PURPOSE

The purpose of this Specific Plan is to define a comprehensive land use, policy and regulatory document to govern all future development in the 3,828 acre Plan Area defined as the Rio Del Oro Specific Plan (RDOSP). The RDOSP establishes a development framework for land use, resource protection, circulation, public utilities and services, implementation and design. The Specific Plan and the subsequent entitlement process allows for a sequence of community input and government review to ensure that development occurs in a logical, consistent and timely manner.

1.2 LOCATION AND OVERVIEW

Rio Del Oro, referred to as the Plan Area, includes 3,828 acres of land predominately used for mining and grazing. The site is located south of White Rock Road, east of Sunrise Boulevard and north of Douglas Road within Rancho Cordova City Limits. Surrounding land uses include Aerojet property to the north and the Security Industrial Park to the south, industrial lands along the Sunrise Corridor to the east and west; Mather Airport to the west; and additional agricultural land uses to the south, east, and west. The Sacramento County Landfill and the SunRidge Specific Plan area are both located south of the Plan Area. Please refer to Section 2.2 for a detailed description of the site.



Regional Vicinity Map

1.3 PROJECT PURPOSE AND OBJECTIVES

The Rio Del Oro Specific Plan is designed as a balanced, mixed-use community in keeping with the City's vision as defined in the General Plan and implementing the smart growth and building block concepts in the Rio Del Oro land use plan. Specifically, Rio Del Oro establishes a new "District" within the City of Rancho Cordova, comprised of neighborhoods and villages. The project integrates village centers, regional town centers and a local town center with a variety of residential uses, commercial services, employment, parks, schools, public uses and open space uses. The project purpose and objectives are as follows:

1.3.1 Project Purpose:

The Rio Del Oro Specific Plan project serves to contribute to the economic development of the City of Rancho Cordova and the greater Sacramento region by providing a mixed use community that is consistent with the City of Rancho Cordova General Plan while bringing a positive image to the City and helping to create an identity for the city. Specifically, Rio Del Oro responds to and parallels the following General Plan Land Use goals:

- Goal LU.1: Achieve a balanced and integrated land use pattern throughout the community
- Goals LU.2: Establish growth patterns based on smart growth principles and the City building blocks concept
- Goal LU.3: Establish Rancho Cordova as a destination place in the region
- Goal LU.6: Ensure development of the Planning Areas consistent with the City's vision

1.3.2 Project Objectives:

The following project objectives serve to implement the project purpose:

- Develop a well-integrated mixed-use master-planned community that includes employment-generating uses, retail and support services, recreation opportunities, and a broad range of housing types with particular emphasis on affordability and proximity to jobs and services.
- Provide a ready source of housing that is affordable to a broad range of income levels and in close proximity to the major employment-generating centers along the U.S. Highway 50 (U.S. 50) corridor.
- Provide for residential development that improves the jobs/housing balance in the eastern portion of the County without having to cross the American River or utilize U.S. 50 to access the U.S. 50 corridor employment center.
- Provide diversity in housing stock in the City of Rancho Cordova by providing a variety of housing types; including executive housing; ranges of lot sizes and compatible architectural styles to promote neighborhood diversity.
- Provide a pedestrian-friendly, human scale, walkable community environment that provides a safe and pleasant place for people to live, work and recreate.

- Establish neighborhood commercial/mixed use centers that are designed for convenient pedestrian access, are constructed of quality materials, and enhance the visual character of the community.
- Encourage separate and distinct identities for each residential neighborhood.
- Retain and enhance existing sensitive biological habitat, as outlined in this plan
- Provide a variety of recreational opportunities that focus on outdoor uses.
- Create a contiguous open space and trail system to maintain existing environmental resources and provide for pedestrian and bicycle access throughout the RDOSP.
- Establish an internal circulation system that enables trips to shopping, school, recreation, and employment destinations without depending exclusively on thoroughfares or arterials by dispersing traffic within the project while by providing good connection to surrounding street networks, providing drivers with choices of routes.
- Provide to the City of Rancho Cordova (and the surrounding region) long-term community benefits, including generation of substantial permanent employment opportunities.
- Achieve an economically viable reuse of a prior industrial site.
- Facilitate the implementation of regional and City transportation circulation linkages, especially Rancho Cordova Parkway and Americanos Boulevard from the project site north to U.S. 50.
- Facilitate the expansion and use of alternate modes of transportation.

1.4 PROPOSED ENTITLEMENTS

Development of the RDOSP requires the approval of subsequent entitlements by the City of Rancho Cordova. The Tier 1 and Tier 2 entitlements involve actions, agreements, permits, or maps that were needed by the entire Specific Plan Area in order to proceed with the development of individual villages or parcels. The Tier 1 and 2 entitlements have been completed, however may be subject to amendment or revision over the projected build-out of the Rio del Oro community. Subsequent entitlements will also be needed by individual villages or parcels in order to develop. Please confirm with the City the status of entitlements.

Tier 1 Entitlements:

- Adoption of the Rio Del Oro Specific Plan
- Amendment to the Aerojet Special Planning Area (SPA) Ordinance (SZC 95-0014)
- Adoption of Tier 1 Development Agreement(s)

Development of the RDOSP also requires the approval of the following actions by State, Federal and other agencies:

- Regional Water Quality Control Board Permits (Section 401)
- Clean Water Act Permits (Section 404)
- Streambed Alteration agreements (Section 1602)
- Agreement pursuant to Section 7 of the Federal Endangered Species Act
- Annexation to Regional San/Sacramento Area Sewer District

Tier 2 Entitlements:

Tier 2 approvals required the approval of a single Financing Plan, Phasing Master Plan, a master Large Lot Tentative Map, Conditions of Approval, Tier 2 Development Agreements providing further detail on phasing, financing and details of other Specific Plan measures that are required to assure implementation of the Specific Plan to the City's satisfaction. It also includes the 2016 Specific Plan Amendment. The following Tier 2 entitlements have been completed:

- Adoption of the Tier 2 Development Agreements
- Adoption of the Rio Del Oro Affordable Housing Plan or Agreement(s)
- Adoption of a Public Facilities Financing Plan
- Infrastructure Phasing Plan
- Large Lot Tentative Map

Subsequent Entitlements:

Once Tier 1 and Tier 2 entitlements have been completed, small lot Tentative Subdivision Maps, Final Maps, Improvement Plans, engineering studies, or architectural drawings may be submitted and processed for individual villages for review and approval by the City to allow development to proceed.

- "Small Lot" Tentative Subdivision Maps
- Lot Line Adjustments
- Engineering Improvement Plans
- Design Review (if needed)
- Use Permits

1.5 RELATED DOCUMENTS

1.5.1 Environmental Impact Report

Concurrently with the adoption of this Specific Plan, a joint Environmental Impact Report (EIR) and Environmental Impact Statement (EIS) was prepared and certified by the Rancho Cordova City Council as required by CEQA. This EIR/EIS identified potential significant adverse environmental impacts which could result from the development proposed by this Specific Plan. The EIR/EIS

also recommended mitigation measures to reduce or eliminate potentially adverse impacts. Mitigation measures identified in the EIR/EIS for the Specific Plan have either been incorporated into the land use plan or contained in this Specific Plan. The EIR/EIS serves as the base environmental document for the purposes of evaluating subsequent entitlements associated with the RDOSP.

1.5.2 Development Standards and Guidelines

Concurrent with the approval of this Specific Plan, Development Standards and Design Guidelines, Appendix A, for the RDOSP were adopted by the City of Rancho Cordova City Council. The RDOSP Development Standards set forth the permitted uses, development standards and other regulations.

The RDOSP Design Guidelines include additional detail to be considered in the design, review and approval of individual projects. Development within the Plan Area is required to comply with the RDOSP Development Standards and Design Guidelines.

When conflicts occur between the provisions in the Rancho Cordova Zoning Ordinance and the RDOSP Development Standards, the provisions of this Specific Plan and Development Standards shall apply. Where the RDOSP Development Standards do not address a specific provision, Zoning Ordinance requirements shall govern development in the Plan Area.

1.5.3 Rio Del Oro Development Agreement

Implementation of the policies set forth in this Specific Plan document will be governed by separate Tier 1 and Tier 2 Development Agreements for each of the two developers.

A Tier 1 Development Agreement with identical terms were executed by each of the two developers as part of the initial Specific Plan approval process. The Tier 1 Development Agreements outline the general provisions and procedures that apply to all phases of project development, including but not limited to governing standards for approval of the Tier 2 Development Agreements that will ensure uniform applicability to the City's satisfaction of the provisions of this Specific Plan, the Financing Plan and the Phasing Master Plan to all subsequent phases of development.

The City and Elliott Homes have entered into a Tier 2 Development Agreement(s) that covers those phases of development of the portion of the Specific Plan Area to be developed by Elliott Homes (or successors in interest as provided for in the Tier 1 Development Agreement). The City and Aerojet have entered into a Tier 2 Development Agreement (or agreements, as applicable) that covers those phases of development of the portion of the Specific Plan Area owned by Aerojet (or successors in interest as provided for in the Tier 1 Development Agreement).

Aerojet and Elliott Homes proceeded with the tier 2 Development Agreement(s) during the 2016 Specific Plan Amendment and therefore were responsible for working with the City to prepare a single Financing Plan, Phasing Master Plan

and set of master Large Lot Tentative Map Conditions of Approval that together specify the needed on-site and off-site infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that are applicable to the entire Specific Plan Area. This Tier 2 Development Agreement(s) was approved at the same time as the City approved the Financing Plan and Phasing Master Plan for the entire Specific Plan Area, and a Large Lot Tentative Subdivision Map and master Conditions of Approval.

1.5.4 Financing Plan

Subsequent to initial approval of this Specific Plan and concurrent with the approval of the first Large Lot Tentative Map for residential units, a Public Facilities Financing Plan was adopted by the Rancho Cordova City Council. The Public Facilities Financing Plan will apply to the entire Specific Plan Area and shall define the specific mechanisms which will be required to fund the capital costs of all infrastructure necessary as a result of Specific Plan build-out. The Financing Plan also defines funding for the maintenance of new infrastructure and public services needed by the future residents and business within the Plan Area.

1.5.5 On-site Infrastructure Phasing Plan

Concurrent with the approval of this Specific Plan, an On-site Infrastructure Phasing Plan (On-site Phasing Plan) was adopted by the City Council. The On-Site Phasing Plan, Appendix B, provides information regarding the general phasing, sizing, costs of public facilities and on-site improvements described in this document. A more detailed Phasing Master Plan, covering both on-site and off-site improvements, was adopted by the City concurrent with the approval of the Large Lot Tentative Subdivision Map, which defines in detail the facility requirements to develop each phase of the Plan Area. The plan also includes maps showing the alignment and location of facilities, cost estimates and construction timing requirements.

The improvements and requirements described in Appendix B are based on the standards and policies in effect at the time of the RDOSP approval, but notwithstanding anything in this On-Site Phasing Plan to the contrary, should any of such standards and/or policies change in the future, then these improvements and requirements may also change. Furthermore, these improvements and requirements may change as provided by any future amendments to the Phasing Master Plan, the Tier 2 Development Agreements, and the terms of which shall prevail in the event of any inconsistency with the On-Site Phasing Plan.

1.6 RELATIONSHIP TO GENERAL PLAN

The City of Rancho Cordova General Plan serves as the long-term policy guide for the physical and economic growth of the City. By virtue of state law, all development plans, projects and activities must be consistent with the General Plan. The guiding principles and project objectives of the Rio Del Oro Specific Plan parallel the goals of the General Plan, as outlined in Section 1.3. This

Specific Plan implements and is consistent with the goals, policies and objectives of the Rancho Cordova General Plan, as amended. If conflicts occur between subsequent amendments to the Rancho Cordova General Plan and this Specific Plan, the provisions of this Specific Plan shall govern.

1.7 LEGAL AUTHORITY

Specific Plans are an implementation mechanism for new growth areas authorized (but not mandated) by California statute (California Government Code Sections 65450 et seq). The content of a Specific Plan is defined in Government Code Section 64541 (a), which specify the following in detail:

- The distribution, location and extent of the uses of land, including open space, within the area covered by the plan.
- The proposed distribution, location and extent and intensity of major components of public and private transportation, sewage, water drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
- Standards and criteria by which development will proceed, and standards for the conservation, development and utilization of natural resources, where applicable.

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2 PLAN AREA SETTING

2.1 PLAN AREA LOCATION

The Rio Del Oro site contains approximately 3,828 acres located within the City of Rancho Cordova, approximately five miles south of US Highway 50 along the east side of Sunrise Boulevard. The northern boundary of the site is adjacent to White Rock Road. The southeastern corner of the site is located at the intersection of Americanos Boulevard and Douglas Road, adjacent to the “panhandle” portion of the SunRidge Specific Plan area. The southern boundary of the site is adjacent to Douglas Road and the remaining SunRidge Specific Plan area. The western boundary of the site is adjacent to Sunrise Boulevard along the south, while the remainder of the northwestern boundary is adjacent to existing developed Fitzgerald and Cordova Industrial Parks.

2.2 SITE HISTORY AND DESCRIPTION

The Rio Del Oro project site has a past history of agricultural uses, gold mining and industrial uses, including missile testing. Approximately one third of the site has been used for grazing, while the remaining two thirds has been significantly altered by gold mining activities. The current use of the site is primarily cattle grazing with an area of aggregate mining occurring in the eastern portion of the site.

A considerable amount of the mining occurred in the 1920s, with additional mining occurring in the 1950s. The mining activities consisted of dredging ancient alluvial deposits. The areas that were mined are distinguished by alternating piles of rocky tailings and lower areas where the finer sediment settled out. The average depth of the dredger tailings is between 80-110 feet deep.

In 1956, Aerojet General Corporation purchased the Rio Del Oro site for use in development and testing of missile propulsion systems. McDonnell Douglas initially leased the land from Aerojet for its rocket testing activities, and then bought it outright in 1961. McDonnell Douglas ceased operations at the site in 1969, and then Aerojet reacquired it in 1984 for use primarily as a buffer zone from White Rock Road, but also as a place to burn excess rocket fuel and test small quantities of energetic material. Limited development of the site during this time included



Existing dredger tailings



Remaining rocket testing facility

construction of paved and unpaved access roads, various structures and buildings, and a limited infrastructure of utilities and drainage improvements. Numerous buildings, roads and structures associated with the prior use remain on the site today, primarily located in the southern/central portion of the site.

A small industrial park, Security Park, is located in the southeastern corner of the site, however the developed portion of Security Park is not a part of the RDOSP Area. The aerial photo in Exhibit 2-1 shows the existing conditions of the site.

2.3 ADJACENT LAND USES

The land surrounding the RDOSP is a mix of urban and limited agricultural. Land to the south and southeast is part the SunRidge Specific Plan Area, containing approximately 2,600 acres for mixed-use development. The neighborhoods adjacent to the Plan Area in the SunRidge development contain mostly low-density residential units. The land to the west contains a variety of existing commercial, office and light industrial uses along the Sunrise Boulevard Corridor. The land to the north is owned by Aerojet General Corp and is presently used for limited agricultural and industrial uses. The remaining land to the east of the site is used for grazing, agricultural residential and some aggregate mining operations.

2.4 SITE FEATURES

2.4.1 Topography and Drainage

Due to the previous history of mining on the site, the topography and drainage is significantly disturbed from the natural condition on approximately two-thirds of the site. A tributary of Morrison Creek flows through the southern portion of the site, flowing from east to west. Numerous intermittent drainage channels occur throughout the site. Most of the channels lack riparian or emergent vegetation except for the lower reach of Morrison Creek.

2.4.2 Soils

Ten different soils types are mapped by the Soil Conservation Service (SCS) within the Plan Area. Fiddymont, Hicksville, Natomas, Red Bluff, and Redding soils occur in the grasslands within areas which have not been disturbed by historic mining activities. Slickens and Xerorthent dredge tailings soils occur with areas that have been substantially disturbed by historic mining activities.

2.4.3 Wetlands

Jurisdictional wetlands occur within the Plan Area in the form of vernal pools, seasonal wetland swales and depressions, riparian wetlands and ponds. The vernal pools and seasonal wetland swales are found exclusively within grasslands in areas which have not been mined. The seasonal wetland depressions occur almost exclusively



Seasonal Wetlands

within the previously mined areas. Riparian wetlands occur only in the previously mined areas. They are topographically similar to the seasonal wetland depressions, but are characterized by the presence of trees and shrubs.

2.4.4 Vegetation

The characteristic plant community within the areas of the site not disturbed by the historic mining operations is non-native annual grassland. The vegetation is characterized by a dominance of non-native grasses and forbs. Three general plant communities occur in the areas of the site which were not significantly disturbed by historic mining activities. These communities occur on the dredge tailing piles, in low areas between the piles and in relatively broad flat areas lacking dredge tailings piles. Vegetation is sparse with yellow star thistle the dominant plant and few grasses. The areas between the tailings have soil, lack cobbles, and receive additional moisture draining laterally from the piles. Common species include Fremont cottonwoods, willows and coyote brush. A significant stand of elderberry shrubs exist on site.

2.4.5 Airport Compatibility

The Plan Area is located approximately 2 miles northeast of Mather Airport. The northwestern portion of the Plan Area lies within the runway approach pattern and is subject to noise levels of 60 to 70 CNEL. The Mather Airport Policy Area (MAPA) and the Comprehensive Land Use Plan (CLUP) govern and restrict uses within this area to ensure compatibility. Specifically, residential uses are not permitted within the Mather Airport noise contour zone. The noise contours are subject to revision and refinement as part of the Mather Airport Master Plan (MAMP). If new noise contours affecting the Rio Del Oro Plan Area are subsequently adopted as part of the MAMP, the RDOSP may be modified or amended as outlined in Section 8.3 to allow for additional residential uses in conjunction with non-residential uses as part of a mixed use project (vertical or horizontal) in the commercial use areas.

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3 LAND USE ELEMENT

3.1 PURPOSE

This section outlines the goals and vision for the Rio Del Oro Specific Plan (RDOSP) Area and provides a brief description of the focal elements which comprise the community form. A brief description of each land use is provided, as well as a summary of the land uses depicted on Community Vision, Exhibit 3-1.

3.2 COMMUNITY FORM

The vision for Rio Del Oro is to build a community within Rancho Cordova which has definable character, provides diversity and has a 'heart'; a place where people with shared interests can live, work and play. This vision will be realized by following Plan Area-wide design concepts in site planning, neighborhood and street layouts, architectural design and open space.



A primary focus of the RDOSP is to provide pedestrian scale 'main streets' to promote walking and add to the community's overall livability

- **A variety of housing opportunities.** A range of housing types and densities are integrated throughout the Plan Area to create choice and variety in housing stock, pricing and life style. Low to medium density neighborhoods, including opportunities for executive size lots, are predominate throughout the Plan Area. Higher density housing is clustered nearer to community services such as parks, shopping and services.
- **Town Centers.** Several town centers are provided within the Plan Area. A Local Town Center, with a pedestrian scale, "main street," is centrally located in the Village Core to provide a community center and offer a variety of retail, employment, services and public amenities. The LTC zoning designation is a variation of mixed use, allows for close integration of retail and office uses. Two Regional Town Centers are located along the adjacent major arterials to provide for both local, community and regional shopping needs.

COMMUNITY VISION RIO DEL ORO

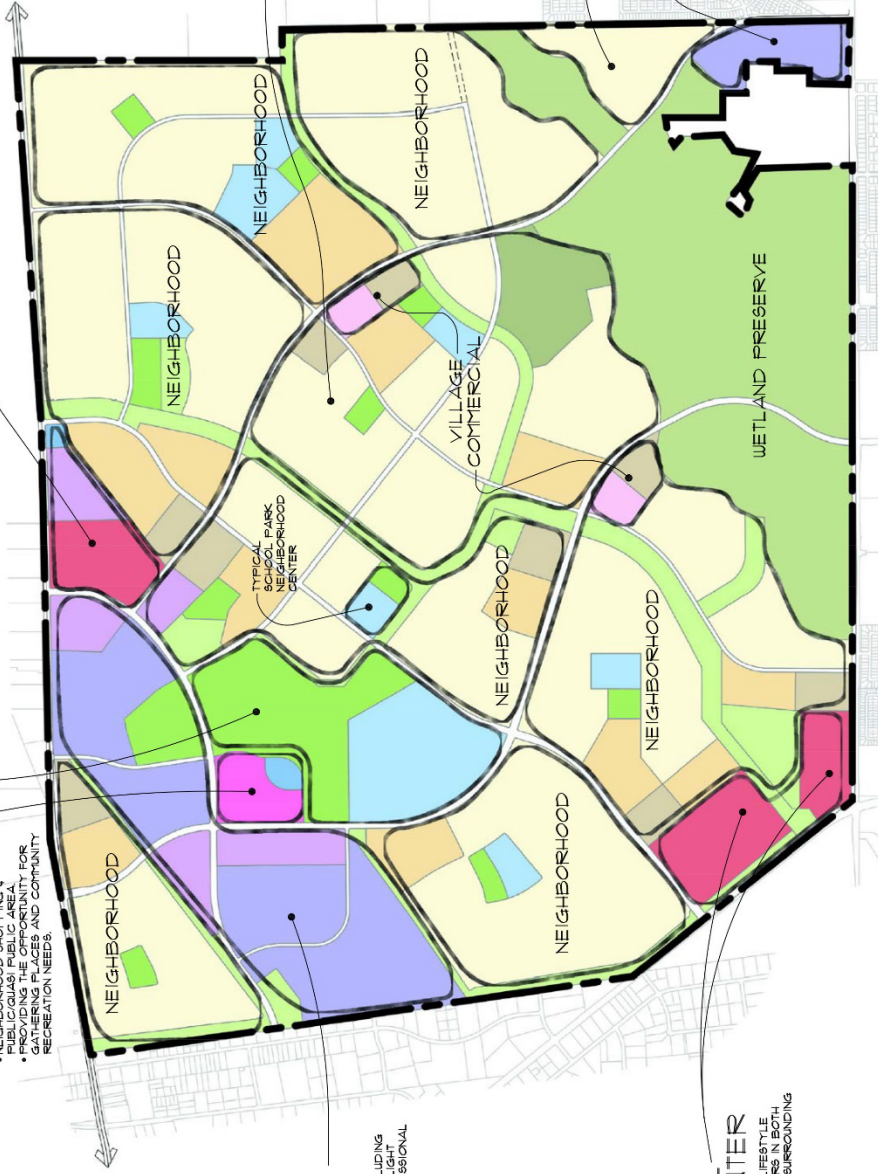
VILLAGE CORE
 • ENVISIONED AS THE CENTRAL HUB TO CIVIC AND RECREATIONAL ACTIVITIES TO THE COMMUNITY.
 • MIDDLE-HIGH SCHOOL HUB PROVIDES ACTIVITIES IN COMBINATION WITH THE LOCAL TOWN CENTER.

LOCAL TOWN CENTER
 • NEIGHBORHOOD SHOPPING & RECREATION ACTIVITIES.
 • PROVIDING THE OPPORTUNITY FOR GATHERING PLACES AND COMMUNITY RECREATION NEEDS.

EMPLOYMENT CENTER
 • PROVIDE A RANGE OF USES INCLUDING LARGE EMPLOYMENT CENTERS, LIGHT MANUFACTURING & SMALL PROFESSIONAL OFFICES & SERVICES.

REGIONAL TOWN CENTER
 • 75 ACRES OF RETAIL LIFESTYLE CENTER FOR CUSTOMERS IN BOTH RANCHO CORDOVA & SURROUNDING MARKETS.

REGIONAL TOWN CENTER



TYPICAL NEIGHBORHOOD
 • MIX OF SINGLE FAMILY, MEDIUM AND HIGH DENSITY, ELEMENTARY SCHOOL AND PARK ANCHOR EACH VILLAGE.
 • EACH VILLAGE WITH PARKS, CONNECT TO THE VILLAGE CORE.
 • EACH VILLAGE WITH RETAIL CENTERS.
 • VILLAGE CENTERS PROVIDE SERVICES TO THE SURROUNDING NEIGHBORHOODS WITH CARES, RETAIL AND PROFESSIONAL SERVICES ALL IN A PLAZA LIKE SETTING.

NEIGHBORHOOD

EMPLOYMENT CENTER

WETLAND PRESERVE

- **Transit opportunities.** Rancho Cordova Parkway is a major road through the core of the Plan Area. This roadway has been designed to accommodate vehicles, traditional bus modes and possible enhanced transit use. A transit center is envisioned to be provided within the Local Town Center and possibly on the high school/middle school campus.
- **An integration of Green Infrastructure,** including drainage parkways, paseos, landscape corridors, and greenbelts. The project proposes to enhance and define drainage courses that flow through the site, using multi-use drainage parkways which will incorporate bicycle and pedestrian trails alongside the drainage conveyance channels. The Green Infrastructure network—greenbelts, paseos and drainage parkways—will connect neighborhoods, schools, parks, shopping and businesses.
- **Environmental preservation and restoration.** The preservation of approximately 510 acres in the southeastern portion of the site will protect Morrison Creek and many existing wetlands, as well as providing for wetland restoration. The design of the major drainage ways will incorporate the restoration of riparian habitat along the major watercourses.
- **Storm water management and quality.** As outlined in this plan, the project will utilize the green infrastructure network for drainage and water quality treatment. Retention and detention will be designed into the overall drainage system to manage storm water flows at pre-project levels.

3.2.1 Plan Area Focal Elements

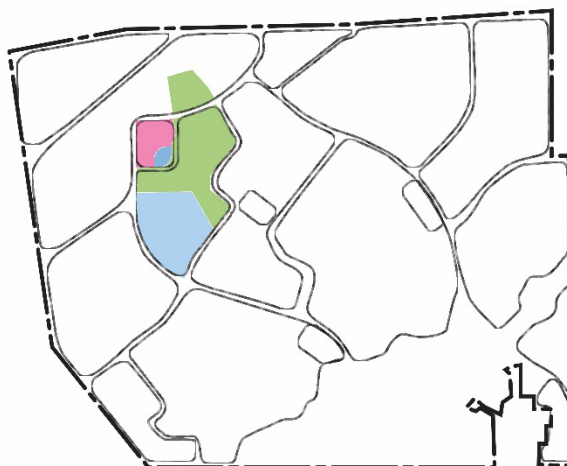
Primary elements within the RDOSP Area include the Village Core, which includes the Local Town Center, Community Park and high school/middle school campus; the Regional Town Centers; the residential neighborhoods and the Drainage Parkway/ Open Space Network.

3.2.1.1 Village Core

The Village Core is a centrally located community focal point which incorporates the Rio Del Oro Local Town Center, Community Park and a high school/middle school campus.

The Local Town Center is anticipated to serve both neighborhood and community needs. The 206 acre site is envisioned to facilitate a variety of commercial mixed uses and public/quasi-public uses with a “main street” feel. The Local Town Center will be compact, connected and pedestrian friendly in order to foster community character and provide a community identity.

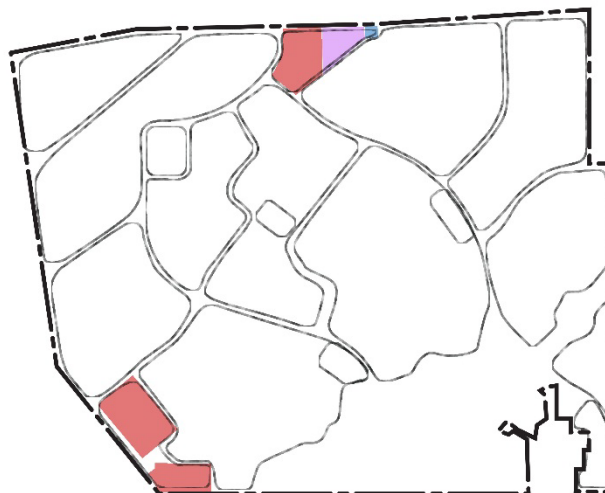
The Community Park and adjacent school campus is envisioned as a central hub of civic and recreational activity for the Community. The uniquely designed school site will accommodate a joint high school and middle school campus, while also sharing recreational facilities with the adjacent Community



Park. A greenway system will allow direct non-vehicular access to the park and school campus from nearly every neighborhood within the Plan Area.

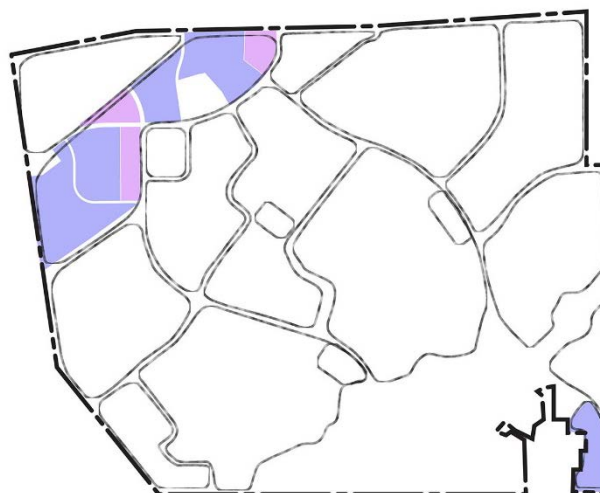
3.2.1.2 Regional Town Center

Two Regional Town Centers (RTC) are located within the Plan Area. The Regional Town Centers will provide regional shopping opportunities for the Plan Area, Rancho Cordova and surrounding markets. These sites are envisioned to contain a mix of uses and in addition to retail may also include business-professional.



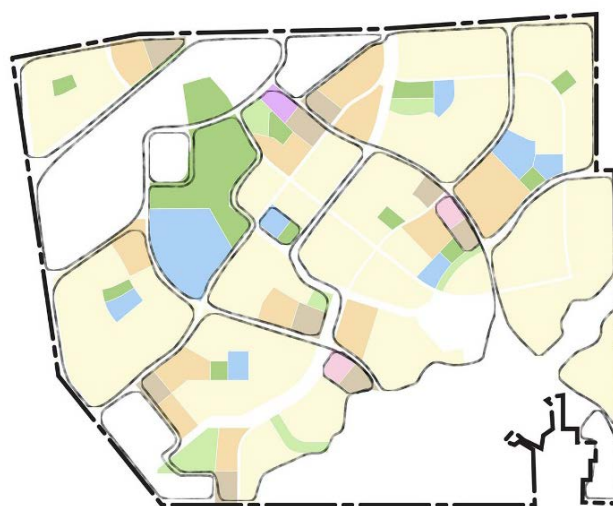
3.2.1.3 Employment Center

Business Park (BP) and Industrial (MP) land uses comprise the employment centers and will provide the principal employment opportunities for the Plan Area. Located in a highly accessible area, the primary employment center has frontage on White Rock Road and Rancho Cordova Parkway. A smaller employment center is located on Douglas Road adjacent to the existing Security Park Industrial Park.



3.2.1.4 Typical Neighborhood

The typical neighborhood within the RDOSP includes a mixture of low, medium and high-density residential uses. These neighborhoods will provide housing of varied types, densities and styles to enable a diversity of socio-economic residents. The neighborhoods are designed with centrally located parks and schools to serve as neighborhood centers and to be easily accessible via non-vehicular modes along the greenway system.



Village Commercial sites are designed as mixed-use commercial and high density residential hubs, serving the adjacent neighborhoods. These sites are envisioned to include a full range of small commercial shops and professional services organized around small urban plazas.

Pedestrian orientation is a focus of RDOSP, with the fundamental intent of reducing the impact of the automobile on both neighborhoods and the surrounding community through architectural and community design.

3.2.1.5 Open Space Network

The Rio Del Oro open space network is an interconnected system that provides access, recreation, and flood control while preserving natural features. Recreational opportunities may occur in all areas except for the wetland preserve. An integral concept of the RDOSP is to provide a well-integrated series of non-vehicular trails within the landscape corridors, greenbelts and drainage parkways that will connect residents to employment, retail, education and recreation facilities. The drainage parkways will also have a dual function to provide flood control.



3.3 LAND USE SUMMARY

All land within the Plan Area is designated with a land use category, acreage and dwelling units, as depicted on the Land Use Diagram, Exhibit 3-2. Table 3-1, Land Use Summary, provides an overall summary of each land use type. The assigned land use categories, along with other provisions in the RDOSP and the Development Standards and Design Guidelines, Appendix A, constitute zoning within the Plan Area and serves the purpose of maintaining the RDOSP vision for the Plan Area. All development within the Plan Area shall adhere to these land use designations unless the RDOSP is otherwise amended.

Table 3-1 Land Use Summary (Refer to Exhibit 3-2)

Land Use/ Zoning Symbol	Land Use Designation	Acres	% of Total Acres	% of Total Units	Units
<i>Residential</i>					
SF (2.1-6.0 DU/AC)	Single Family	1,566.4	40.9%	62%	7,593
MD (6.1-18.0 DU/AC)	Medium Density	283.1	7.4%	17%	2,048
HD (18.1-40.0 DU/AC)	High Density	98.0	2.6%	21%	2,548
Subtotal		1,947.5	50.9%	100%	12,189
<i>Village Services and Employment</i>					
VC	Village Commercial	20.1	0.5%		
LTC	Local Town Center	24.3	0.6%		
RTC	Regional Town Center	112.9	3.0%		
BP	Business Park	90.4	2.4%		
MP	Industrial Park	269.5	7.0%		
Subtotal		517.2	13.5%		
<i>Education</i>					
HS/MS	High School/Middle School	78.0	2.0%		
MS	Middle School	20.0	0.5%		
ES	Elementary School	54.9	1.5%		
Subtotal		152.9	4.0%		
<i>Open Space & Public</i>					
CP	Community Park	121.5	3.2%		
P/QP	Public/Quasi Public	7.5	0.2%		
NP	Neighborhood Park	57.7	1.5%		
SWD	Storm Water Detention	38.7	1.0%		
WP	Wetland Preserve	510.0	13.3%		
DP	Drainage Parkway	141.9	3.7%		
PR	Private Recreation	52.5	1.4%		
OS	Open Space	22.2	0.6%		
OS/P	Open Space/Preserve	12.0	0.3%		
LC	Landscape Corridors*	0.0	0.0%		
GB	Green Belts	50.8	1.3%		
ROW	Right-of-way	195.5	5.1%		
Subtotal		1,210.3	31.6%		
TOTAL:		3,827.9	100%		12,189

*Note: The Landscape Corridors previously shown were removed from Land Use Plan, acreage assigned to adjacent parcel

LAND USE PLAN

RIO DEL ORO

LAND USE SUMMARY

LAND USE	ACRES	DENSITY RANGE	FIXED COUNT	UNITS UNIT %	% OF RESIDENTIAL ACRES
SF SINGLE FAMILY RESIDENTIAL	1,666.4	2.1 - 6.0	4.84 DU/AC	7,593	62%
MD MEDIUM DENSITY RESIDENTIAL	263.1	6.1 - 18.0	7.23 DU/AC	2,048	17%
HD HIGH DENSITY RESIDENTIAL	98.0	18.1 - 40.0	26.00 DU/AC	2,548	21%
VC VILLAGE COMMERCIAL	20.1				
ETC LOCAL TOWN CENTER	24.3				
RTC REGIONAL TOWN CENTER	112.9				
BP BUSINESS PARK	90.4				
MP INDUSTRIAL PARK	269.5				
PODP PUBLIC/QUASIPUBLIC	7.5				
PS PRE STATION	*				
AFS ALTERNATIVE FIRE STATION	*				
MSHHS SCHOOL CAMPUS	78.0				
MS MIDDLE SCHOOL	20.0				
ES ELEMENTARY SCHOOL	94.9				
CP COMMUNITY PARK	121.5				
P NEIGHBORHOOD PARKS	57.7				
SND STORM WATER DETENTION	38.7				
WETLAND PRESERVE	510.0				
DRAINAGE PARKWAY	141.9				
PRIVATE RECREATION	52.5				
OS OPEN SPACE	22.2				
OSP OPEN SPACE/PRESERVE	12.0				
LANDSCAPE CORRIDORS	0.0				
GB GREENBELTS	90.8				
MAJOR ROADS	195.5				
TOTALS:	3,827.9		12,188	100%	

LANDSCAPE CORRIDORS REMOVED FROM LAND USE SUMMARY, ACREAGE ASSIGNED TO ADJACENT PARCEL. UNDERLYING ZONING SHALL REMAIN.

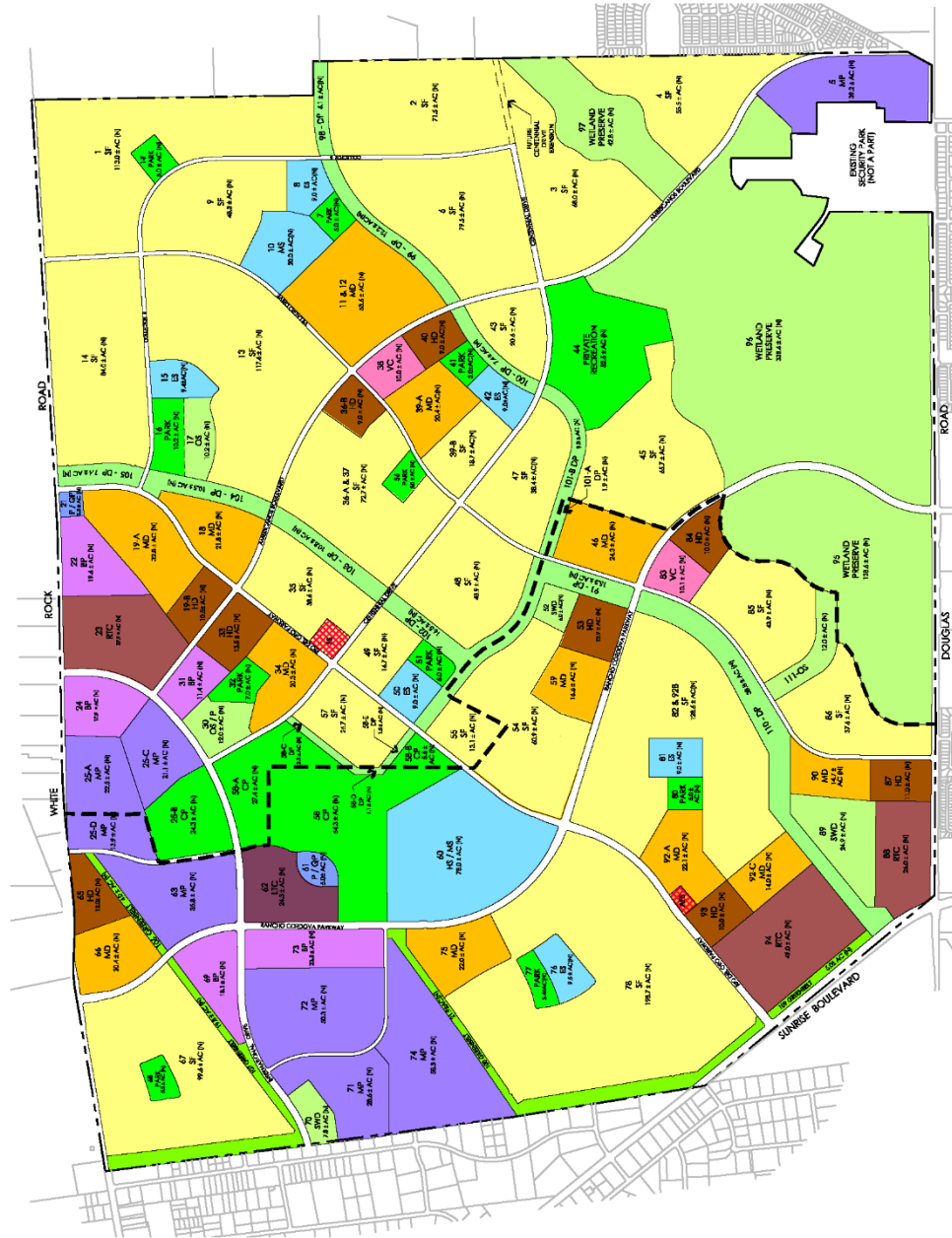


Exhibit 3-1
Land Use Plan
Rio Del Oro Specific Plan

3.4 RESIDENTIAL USES

The land use plan provides three different residential designations: Single Family Residential (SF), Medium Density Residential (MD) and High Density Residential (HD). Density ranges, permitted uses and development standards and design guidelines for all residential uses are provided in the RDOSP Development Standards and Design Guidelines.

3.4.1 Single Family Residential (SF)

The SF district permits single-family development, with a density range of 2.1 to 6 dwelling units per acre. The size and type of lots anticipated will range from one half-acre executive lots to moderately sized lots. Portions of the highlighted parcels shown on Exhibit 3-3 are candidate locations where executive housing may be executed. Use of alternative garage configurations, porches and front courtyards are encouraged and are further addressed in the Development Standards and Design Guidelines.



Single family housing

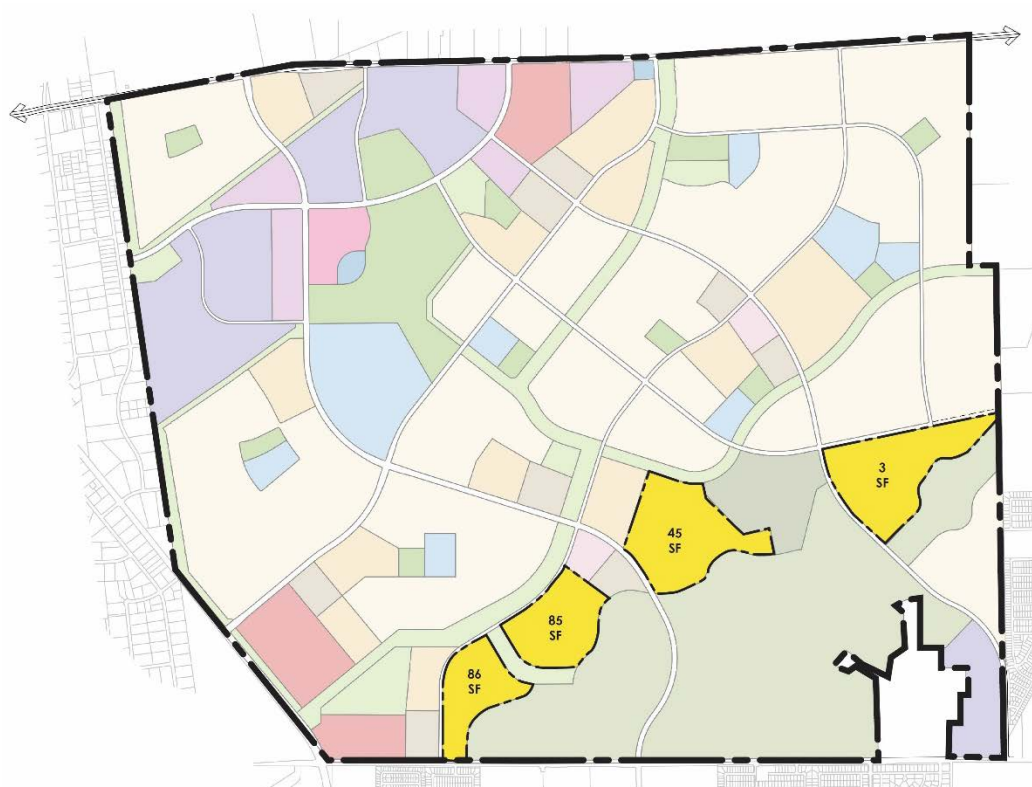


Exhibit 3-3
Candidate locations for executive housing

3.4.2 Medium Density Residential (MD)

The MD district provides an opportunity to accommodate a variety of housing types. Types may include cluster, courtyard, zero lot line, half-plexes and other attached and detached housing products, containing a density range of 6.1 to 18 dwelling units per acre. Incorporation of diverse and innovative housing alternatives are encouraged to enhance the neighborhood identity and provide opportunities to create for-sale housing at levels attainable to area residents and workers.



Medium density housing

3.4.3 High Density Residential (HD)

The HD district accommodates attached multi-family housing, including apartment, townhouse and condominiums. The HD sites are strategically located within the Village Core and near the higher intensity uses to promote alternative transportation, through the proximity to goods, services and transportation hubs. These HD sites will provide both rental and for-sale housing opportunities for the general workforce, with a density range of 18.1 to 40 dwelling units per acre. Portions of the HD units may be made available at affordable levels pursuant to the Rio Del Oro Affordable Housing Agreement.



High density housing

3.4.4 Affordable Housing Plan

A separate Affordable Housing Plan was approved in conjunction with this Specific Plan in 2016 and is summarized as follows: In total the HD sites must average a minimum density of 26 dwelling units per acre per the Affordable Housing Plan for Rio del Oro. If initial HD projects are developed at a higher density then subsequent HDR projects may be developed at a density lower than the 26 dwelling units per acre minimum provided the average minimum density across all HD sites is maintained at 26 dwelling units per acre.

The Affordable Housing Plan defines the project's fair share of the Regional Housing Needs Allocation (RHNA) and establishes affordable housing performance requirements to satisfy the project's obligations pursuant to the City or Rancho Cordova's Housing Element Policy H.1.5. The Rio del Oro Land Use Plan designates a number of High Density residential (HD) sites and a resulting total acreage within the Plan Area. In addition to designating parcels that could accommodate affordable housing, Rio del Oro is also subject to performance requirements. Builders within Rio del Oro are required to pay an **Affordable Housing In-Lieu Fee** at building permit for each market rate unit. Builders also have the option of reducing or eliminating the in-lieu fee by dedicating land to the City for affordable housing purposes and/or constructing affordable units.

3.5 COMMERCIAL SERVICE USES

Commercial service uses in RDOSP consists of two Regional Town Center (RTC) sites, the Local Town Center site (LTC) and two Village Commercial (VC) sites. Development standards and permitted uses for each of the commercial districts are addressed in the Development Standards and Design Guidelines.

3.5.1 Local Town Center (LTC)

The Local Town Center, located at the northeast corner of Rancho Cordova Parkway and International Drive, is envisioned to attract a variety of community and neighborhood serving retail commercial and office uses. The Local Town Center is located within the Village Core, providing a unique setting to blend the retail and office uses with the adjacent Community Park and public uses. Due to the current noise contours of Mather Airport, residential uses are not permitted within the LTC. However, if the noise contours are amended, the City will consider the vertical and/or horizontal integration of high density residential units in conjunction with the non-residential uses of the property via a Specific Plan Amendment as outlined in Section 8.3. A conceptual site plan covering the entire LTC parcel is required to be submitted and approved by the City Council prior to the approval of the first parcel map to subdivide the LTC area or any other development permit is issued in the LTC area.



The Town Center (LTC) will be a vibrant focal point of Rio Del Oro offering a mix of office and retail spaces

3.5.2 Regional Town Center (RTC)

The larger Regional Town Center site is located at the corner of Rio Del Oro Parkway and Sunrise Boulevard. This site is envisioned to serve as a combination lifestyle center and power center, which will draw customers from both Rancho Cordova and the surrounding market areas. The site will have vehicular access from Sunrise Boulevard, Rio Del Oro Parkway and Douglas Road, as well as trail access from the Morrison Creek Trail. The adjacent storm water detention area will be designed as an amenity for the shopping area, providing opportunities for recreation and outdoor dining spaces. The second Regional Town Center is located along White Rock Road and Americanos Boulevard. This site will provide opportunity for retail, office and neighborhood serving commercial uses. The Development Standards and Design Guidelines, Appendix A, emphasize the internal focus of parking to the interior of the sites, while locating the buildings along the streets. Due to the current noise contours of Mather Airport, residential uses are not permitted within the RTC. However, if

the noise contours are amended, the City will consider vertical and/or horizontal integration of high density residential units in conjunction with the non-residential uses of the property via a Specific Plan Amendment as outlined in Section 8.3. Residential uses are not permitted on RTC sites located outside of the noise contours. The City will consider the integration of high density residential units in conjunction with non-residential uses of the property via a Specific Plan Amendment. A conceptual site plan covering the entire RTC site is required to be submitted and approved by the City Council prior to the approval of the first parcel map to subdivide any RTC area or any other development permit is issued.

3.5.3 Village Commercial (VC)

The two 10 acre Village Commercial sites are intended to serve as neighborhood centers providing a variety of retail sales and professional services which residents may access on a daily basis. The location of these sites centralized within the neighborhoods and located adjacent to higher density uses and greenways will encourage pedestrian or bike access. The Village Commercial district's commercial mixed-use designation permits a limited



Village Commercial (VC) sites will act as neighborhood hubs offering a mix of uses

variety of commercial and high-density residential uses. Residential units will be second floor uses above ground floor commercial uses such as coffee shops, cafes, and retail, as well as a grocery store. Residential units may be permitted via a Specific Plan Amendment as outlined in Section 8.3.

3.6 OFFICE AND INDUSTRIAL USES

Office and industrial uses within RDOSP consist of business professional (BP) and Industrial Park (MP). The majority of the BP and MP uses are found in the Employment Center located in the northwest quadrant of the Plan Area, coinciding with the portion of the site affected by the noise contours of Mather Airport. The Employment Center will provide the opportunity for a range of users, from large employment centers, light manufacturing and assembly to small professional offices and services. The BP districts are located along



Office (BP) and Industrial (MP) uses will provide Rio Del Oro with a robust employment center

Rancho Cordova Parkway and Americanos Boulevard to provide visibility and connectivity with the Town Centers. The future planned alignment connection of International Drive from the Plan Area to the adjacent business professional and industrial uses outside the Plan Area will further enhance the connectivity of the employment uses. The primary MP district will accommodate uses which are not noise sensitive. The proximity of the employment land uses to Rancho Cordova Parkway, a designated transit line, and to the Town Center, will contribute to the ability of workers to use alternative transit modes and have services nearby, thus reducing vehicle trips.

MP uses are also located adjacent to the existing Security Park industrial complex in the southeast corner of the Plan Area. Anticipated uses in this district may include manufacturing, assembly and other moderate to heavy industrial uses. The proximity of this MP district to Americanos Boulevard and Douglas Road will make it attractive to industrial users while being compatible with surrounding uses.

3.7 OPEN SPACE AND PUBLIC USES

Approximately 179 acres of parks, 510 acres of wetland preserve, 160 acres of public uses, such as schools, and approximately 320 acres of miscellaneous open space type of uses are designated within the RDO Plan Area. All open space and public use sites have been located and sized consistent with applicable policies. Specific design standards for open space and public uses are provided in the RDO Development Standards and Design Guidelines.

3.7.1 Schools (ES)

A total of 6 elementary school sites, 1 middle school, and 1 joint middle/high school are designated within the Plan Area. The sites have been sized in accordance with the Folsom-Cordova Unified School District criteria. The school sites have been given an underlying zone of SF and would be converted to single family use if the District determines that the site is not needed in the locations shown. Residential units resulting from the conversion of school sites to residential were not considered in the projected 12,189 dwelling units and will be subject to additional environmental analysis.

3.7.2 Public/Quasi Public (P/QP)

A total of 2 sites are designated for public/ quasi public use. This zoning is applied to a 5 acre parcel located within the Village Core, anticipated to accommodate a number of uses, such as a day care, transit center, library or post office which will support the community use of the Village Core. The additional site, approximately 2 acres, is located at the corner of Rio Del Oro Parkway and White Rock Road and may also accommodate similar uses. Public/Quasi Public uses may also be allowed within other land use designations as outlined by the Development Standards and Design Guidelines.

3.7.3 Parks (P)

Parks are allocated within the RDOSP, comprised of one Community Park and 9 Neighborhood Parks. Quimby and City Open Space requirements are discussed in Chapter 7. The 121.5-acre Community Park is located within the Village Core and is easily accessible via numerous greenbelts linking the entire Plan



Parks will provide Rio Del Oro with a vast array of recreational opportunities (photo source: HLA)

Area. Facilities in the Community Park are anticipated to include significant active recreation facilities, including ball fields, soccer fields, tennis courts,

basketball courts, picnic and playground areas as well as community gathering facilities such as an amphitheater and plaza. Please refer to the Rio del Oro Development Standards and Design Guidelines and the Cordova Recreation and Park District Master Plan and Design Guidelines for a complete list of all allowed public uses. The joint high school/middle school is also located adjacent to the Community Park, providing a combined facility approximately 200 acres in size.

The neighborhood parks are intended to serve as a focal point for each neighborhood, providing a gathering place with smaller scale recreational facilities, such as tot lots, playgrounds, multi-use turf fields and BBQ picnic areas. Many of the parks are co-located with elementary schools to provide shared facilities and to reinforce them as focal points of each neighborhood.

3.7.4 Private Recreation

The 52.5 acre private recreation site is located adjacent to Americanos Boulevard and the wetland preserve. The prior use of the site resulted in surface soil contamination, therefore limiting the site to uses which do not require buildings or structures with significant foundations. The proposed use of the site for private recreational uses, such as a golf course, driving range, skate park, recreation facility or other type of non-public park will provide a commercially viable and compatible use. Considering that the site will be private, it will not contribute to the Rio Del Oro project's Quimby or the City Open Space requirements.

3.7.5 Open Space (OS)

Open space zoning is applied to lands in four categories: open space preserves, wetland mitigation/preserves, landscape corridors, drainage parkways and greenbelts. Open space parcels provide community-oriented green space that fosters interaction between residents and nature, creating a cohesive framework divided into two components: Community Places and Green Infrastructure.

Community Places, as defined by the City of Rancho Cordova Open Space Guidelines, includes neighborhood greens, urban plazas, community gardens, and other passive recreation opportunities. Green infrastructure meets certain “functional standards,” including pedestrian and bicycle trails, landscape corridors, floodwater conveyance and retention, storm water quality treatment, resource preservation and mitigation, and provides an interface between land uses and along Plan Area boundaries.



Open space (OS) trails will provide connections between land uses (photo source: EDAW)

A major element of the RDOSP is an accessible open space network, or Green Infrastructure, that will serve to soften the built environment while performing crucial functions. The Green Infrastructure network contains linear open spaces, landscape corridors, drainage parkways, greenbelts, paseos and parks to provide for drainage purposes while also allowing pedestrian and bicycle travel within the Plan Area. The Green Infrastructure network links the residential neighborhoods, schools and parks to the shopping and employment areas. The open space drainage system also provides opportunities for seasonal and riparian habitat. The corridors are designed to pass drainage flows within a meandering channel, creating upland areas for re-vegetation, and to provide for multiple passive (e.g. walking, biking, etc.) recreation uses. Trails are provided for pedestrian and bicycle uses as well as interpretive trails through the upland areas for uses such as bird watching and photography. The detailed trail plan is shown in Section 4.6 of this document.

3.7.6 Wetland Preserve

A 510-acre wetlands preserve area is located in the southern portion of the project, protecting Morrison Creek and 52% of the existing vernal pools and associated upland habitat. Vernal pool creation, maintaining approximately 250' buffers from existing vernal pool features, will occur within this preserve area also.

3.8 MINOR DENSITY ADJUSTMENT/ TRANSFER OF DENSITY

Each residential parcel has been assigned a density and allocated units, based upon factors such as site location, conditions and anticipated market demand for a variety of housing products. Table 3-2, Parcel Summary, in conjunction with the Land Use Plan, Exhibit 3-2, provides a detailed summary of the land use, zoning and unit allocation on a parcel-by-parcel basis. As individual residential projects are designed, a more detailed assessment of these factors may result in the need to adjust the number of units assigned to some residential parcels.

It is the intent of the Specific Plan to permit limited flexibility in adjusting the number of residential units allocated to and from any SF or MD parcel and to and from any HD parcel in response to market demand, subdivision design or other considerations.

3.8.1 Minor Density Adjustment Process

Minor density adjustment, if consistent with the following criteria, are contemplated by and within the intent of this Specific Plan and the RDO EIR and will not require an amendment to the Specific Plan or the City's General Plan.

1. The transfer and receiving parcels are within the RDOSP and the total maximum number of approved units for the entire Plan Area is not increased.
2. The cumulative increase or decrease in units resulting from the minor density adjustment does not change by more than twenty-percent (20%) the number of pre-transfer units allocated to any one receiving parcel as established by Table 3-2 of the Specific Plan. For example, if a parcel is allocated 100 units, it may transfer or receive up to a maximum of 20 units through this process.
3. The adjustments do not adversely affect the affordable housing program as set forth in the Affordable Housing Development Agreement (or other form as approved by the City). Any units located on a parcel designated for affordable development under an Affordable Housing Development Agreement are not eligible for unit transfers except to another parcel designated for affordable development.
4. The adjustments in density do not adversely impact planned infrastructure, roadways, schools, other public facilities or Plan Area fee programs and assessment districts.

To request a minor density adjustment, the owner or owners of both the transfer and receiving parcels shall submit an Administrative Permit to the Planning Director identifying the impacted parcels, designating the number of units being transferred and providing other documentation as required by the Planning Director to determine compliance with the above units transfer criteria. The applicant shall also provide a revised Specific Plan Table 3-2 Parcel Summary reflecting the adjusted unit counts and densities. The revised table will be the official record tracking unit allocations to each large lot residential parcel.

3.8.2 Review, Referral and Appeals Process

If, in the opinion of the City of Rancho Cordova Planning Department, such minor density adjustments fulfill the above criteria, they are consistent with the intent of this Specific Plan and EIR and will not require an amendment to the Specific Plan.

If the Planning Director determines that the minor density adjustment is not consistent with the criteria, the minor density adjustment shall be denied. The Planning Director may also refer the matter to the City Council for consideration to determine if the minor density adjustment is consistent with the criteria set forth herein. The land owner may also appeal the determination of the Planning Director to the City Council.

Table 3-2 Large Lot Parcel Summary (Refer to Exhibit 3-2)

Parcel Number	Land Use/ Zoning Symbol	Land Use Designation	Acres±	Fixed Count Density	Units
1	SF	Single Family	113.0	4.84	547
1F	NP	Neighborhood Park	5.0		
2	SF	Single Family	71.5	4.84	346
3	SF	Single Family	68.0	4.84	329
4	SF	Single Family	55.5	4.84	269
5	MP	Industrial Park	39.2		
6	SF	Single Family	79.5	4.84	385
7	NP	Neighborhood Park	5.0		
8	ES	Elementary School	9.0		
9	SF	Single Family	48.3	4.84	234
10	MS	Middle School	20.0		
11	MD	Medium Density	26.8	7.23	194
12	MD	Medium Density	26.8	7.23	194
13	SF	Single Family	117.6	4.84	569
14	SF	Single Family	84.0	4.84	407
15	ES	Elementary School	9.4		
16	NP	Neighborhood Park	10.2		
17	OS	Open Space	10.2		
18	MD	Medium Density	21.8	7.23	158
19A	MD	Medium Density	32.8	7.23	237
19B	HD	High Density	10.5	26.00	273
21	P/QP	Public/ Quasi Public	2.5		
22	BP	Business Park	19.6		
23	RTC	Regional Town Center	37.9		
24	BP	Business Park	17.9		
25A	MP	Industrial Park	22.5		
25B	CP	Community Park	24.3		
25C	MP	Industrial Park	21.1		
25D	MP	Industrial Park	13.9		
30	OS/P	Open Space Preserve	12.0		
31	BP	Business Park	11.4		
32	NP	Neighborhood Park	7.0		
33	HD	High Density	13.5	26.00	351
34	MD	Medium Density	20.3	7.23	147
35	SF	Single Family	38.6	4.84	187
36A	SF	Single Family	19.1	4.84	92
36B	HD	High Density	9.0	26.00	234
37	SF	Single Family	53.6	4.84	259
38	VC	Village Commercial	10.0		

EXHIBIT 2A

39A	MD	Medium Density	20.4	7.23	147
39B	SF	Single Family	18.7	4.84	91
40	HD	High Density	9.0	26.00	234
41	NP	Neighborhood Park	5.0		
42	ES	Elementary School	9.0		
43	SF	Single Family	20.6	4.84	100
44	PR	Private Recreation	52.5		
45	SF	Single Family	65.7	4.84	318
46	MD	Medium Density	24.3	7.23	176
47	SF	Single Family	38.4	4.84	186
48	SF	Single Family	48.9	4.84	237
49	SF	Single Family	16.7	4.84	81
50	ES	Elementary School	9.0		
51	NP	Neighborhood Park	5.0		
52	SWD	Storm Water Detention	6.0		
53	HD	High Density	12.9	26.00	335
54	SF	Single Family	60.9	4.84	295
55	SF	Single Family	13.1	4.84	63
56	NP	Neighborhood Park	5.0		
57	SF	Single Family	26.7	4.84	129
58	CP	Community Park	64.3		
58A	CP	Community Park	27.4		
58B	CP	Community Park	5.6		
58C/D/E	DP	Drainage Parkway	5.1		
59	MD	Medium Density	16.6	7.23	120
60	HS/MS	High School/Middle School	78.0		
61	P/QP	Public/ Quasi Public	5.0		
62	LTC	Local Town Center	24.3		
63	MP	Industrial Park	35.8		
65	HD	High Density	12.0	26.00	312
66	MD	Medium Density	20.4	7.23	147
67	SF	Single Family	99.6	4.84	482
68	NP	Neighborhood Park	5.2		
69	BP	Business Park	18.1		
70	SWD	Storm Water Detention	7.8		
71	MP	Industrial Park	28.6		
72	MP	Industrial Park	50.3		
73	BP	Business Park	23.5		
74	MP	Industrial Park	58.3		
75	MD	Medium Density	22.0	7.23	159
76	ES	Elementary School	9.5		
77	NP	Neighborhood Park	5.4		

EXHIBIT 2A

78	SF	Single Family	198.7	4.84	962
80	NP	Neighborhood Park	5.0		
81	ES	Elementary School	9.0		
82	SF	Single Family	111.8	4.84	541
83	VC	Village Commercial	10.1		
84	HD	High Density	10.0	26.00	260
85	SF	Single Family	43.9	4.84	212
86	SF	Single Family	37.6	4.84	182
87	HD	High Density	11.0	26.00	286
88	RTC	Regional Town Center	26.0		
89	SWD	Storm Water Detention	24.9		
90	MD	Medium Density	14.7	7.23	106
91	DP	Drainage Parkway	15.3		
92A/C	MD	Medium Density	36.1	7.23	261
92B	SF	Single Family	16.8	4.84	81
93	HD	High Density	10.0	26.00	260
94	RTC	Regional Town Center	49.0		
95	WP	Wetland Preserve	128.6		
96	WP	Wetland Preserve	338.6		
97	WP	Wetland Preserve	42.8		
98	DP	Drainage Parkway	6.1		
99	DP	Drainage Parkway	12.2		
100	DP	Drainage Parkway	7.4		
101A	DP	Drainage Parkway	1.9		
101B	DP	Drainage Parkway	9.8		
102	DP	Drainage Parkway	16.5		
103	DP	Drainage Parkway	10.8		
104	DP	Drainage Parkway	10.5		
105	DP	Drainage Parkway	7.4		
106	GB	Greenbelt	4.0		
107	GB	Greenbelt	19.8		
108	GB	Greenbelt	21.9		
109	GB	Greenbelt	5.0		
110	DP	Drainage Parkway	38.8		
111	OS	Open Space	12.0		
	Major ROW	Major Right-of-Way	195.5		
	LC	Landscape Corridors	0.0		
			3,827.9	± Acres	12,189 Units

Note:

The Landscape Corridors previously shown were removed from Land Use Plan, acreage assigned to adjacent parcel.
 Single Family fixed count density is rounded from 4.8477303 to 4.84 for the purposes of this table. Rounding is also utilized for the acreage calculation.

4 CIRCULATION ELEMENT

4.1 PURPOSE

The circulation system for the Rio Del Oro Specific Plan (RDOSP) is designed to provide for a full range of transportation modes, allowing for the safe and efficient movement of people and goods throughout the Plan Area.

Emphasis is placed on ensuring connectivity between uses and on creating a safe and efficient circulation system that complies with City policies and allows for transportation options. The primary premise of the circulation plan is to facilitate pedestrian friendly non-vehicular circulation; to promote walking by providing large sidewalks on shaded streets, to provide streets which slow traffic, to provide access to trails and to provide safe and convenient access to transit.

4.2 EXISTING AND PLANNED REGIONAL IMPROVEMENTS

This section describes the existing roadway circulation system within and surrounding the Plan Area. Regional facilities near the Plan Area provide access for vehicles making long distance or commute trips, while local facilities provide access to areas within the Rancho Cordova, Folsom and East Sacramento County.



Exhibit 4-1
Regional Roadway Network

4.2.1 Regional Facilities

4.2.1.1 US Highway 50

This facility is located approximately 1.3 miles north of the Plan Area and is a 6-8 lane highway with an east-west alignment. This highway extends from Sacramento to Ocean City, Maryland. Within California, it extends from West Sacramento to the Nevada/California state line in South Lake Tahoe. White Rock Road to Sunrise Boulevard provides access to Highway 50 as shown in Exhibit 4-1.

4.2.2 Local Roadways

Local roadways which provide access in the vicinity of the Plan Area include Sunrise Boulevard, White Rock Road, Douglas Road and Rancho Cordova Parkway. Sunrise Boulevard is an existing 6-lane thoroughfare, running from Roseville to Grant Line Road as shown in Exhibit 4-1.

4.3 *PROPOSED CIRCULATION SYSTEM*

The RDOSP circulation system includes major roads, secondary roads, local roads, and residential streets. The circulation pattern within the Plan Area is a modified grid system which provides optimal connectivity and choices in driving routes. The RDOSP Circulation Plan is reflected on Exhibit 4-2. The construction of major and secondary roadways will be phased as described in Appendix B, On-Site Infrastructure Phasing Plan. All roads will be constructed to City of Rancho Cordova standards and based on the Phasing Master Plan, the Guiding Principles in Section 8 of this Specific Plan and additional phasing requirements identified in the Tier 2 entitlement process. Appendix B provides significant detail for on-site infrastructure phasing allowing flexibility in the order of the phased development of the project.

4.3.1 Major Arterials

The Rancho Cordova General Plan describes the primary purpose of major arterials is to connect Villages and Districts together. Major arterials have four to six lanes and are designed to carry high volumes of traffic with limited travel delay. Within the Plan Area, major arterials will also provide landscaped medians, dedicated bike lanes and landscape corridors. These corridors will include expanded detached sidewalks. Additionally, some of these major arterials will accommodate future transit by providing an enhanced transit corridor as shared lanes of the roadway. Several of the major arterials are downsized within the interior of the Plan Area to secondary roads, therefore, portions of roadways are addressed in multiple sections of the element.

CIRCULATION PLAN RIO DEL ORO

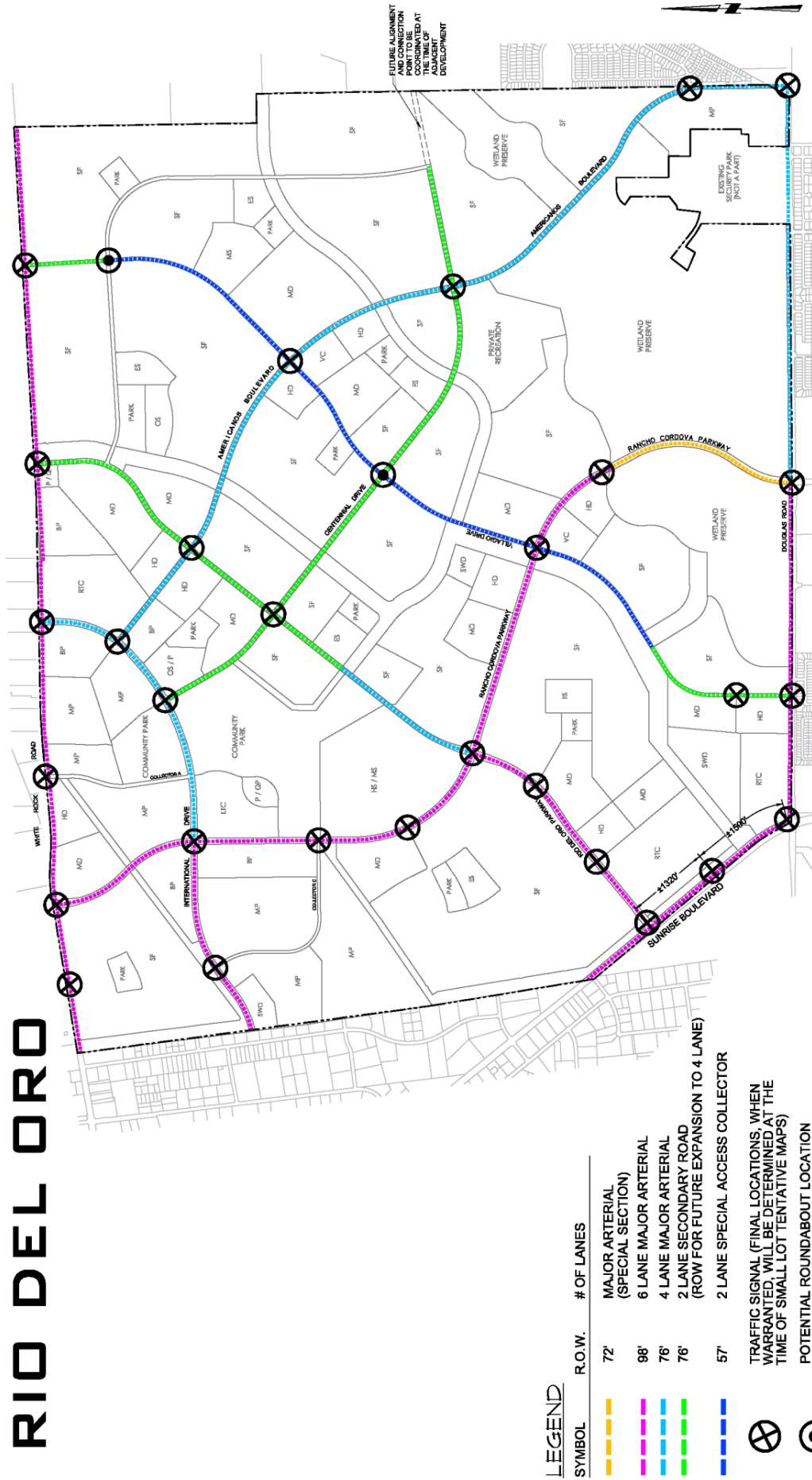


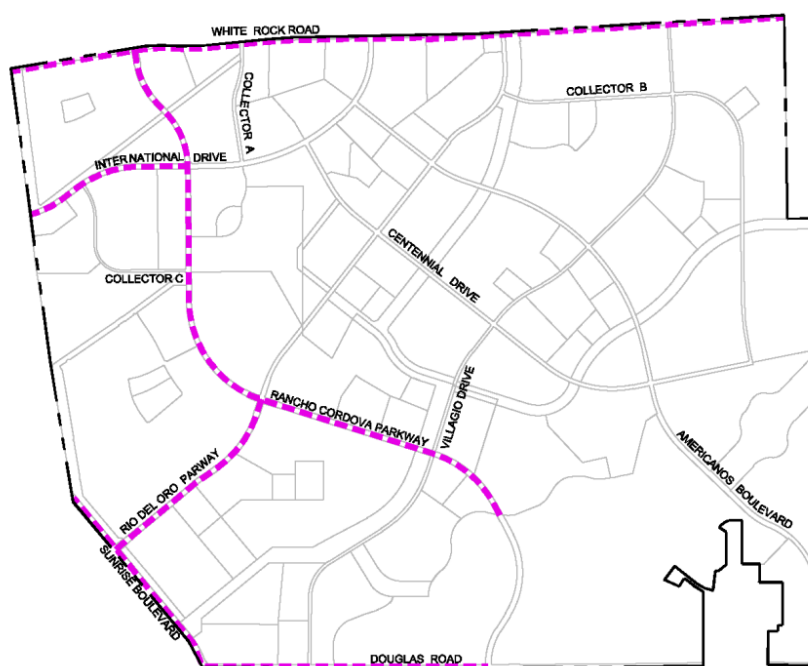
EXHIBIT 2A

Exhibit 2A
Circulation Plan
Rio Del Oro Specific Plan

4.3.1.1 6 Lane Major Arterials

- *Rancho Cordova Parkway (north of Wetland Preserve)*
- *Rio Del Oro Parkway (west of Rancho Cordova Parkway)*
- *International Drive (west of Rancho Cordova Parkway)*
- *White Rock Road*
- *Douglas Road (West of Rancho Cordova Parkway)*

This portion of Rancho Cordova Parkway will be the primary connector from the central core of the Plan Area to a future interchange with Highway 50 between Sunrise Boulevard and Hazel Avenue. These portions of Rio Del Oro Parkway and International Drive serve as entries to the Plan Area from Sunrise Boulevard. White Rock Road runs along the northern periphery of the Plan Area and serves as the primary east-west parallel route to Highway 50. These roadways, except for portions of Douglas Road, will provide a 16' landscaped median, 3 travel lanes in each direction, and the ability to accommodate an enhanced transit corridor. 8' wide sidewalks are provided within a variable width landscape corridor on each side.



6 Lane Major Arterials**6 Lane Major Arterial- Douglas Road**

This roadway applies to a portion of Douglas Road. It is located west of Rancho Cordova Parkway and east of Villagio Drive.

6 Lane Major Arterial- Douglas Road

This roadway applies to a portion of Douglas Road. It is located west of the Wetland Preserve.

4.3.1.2 Major Arterial- Special Section

- ***Rancho Cordova Parkway (within the Wetland Preserve)***

This portion of Rancho Cordova Parkway traverses the wetland preserve, for a distance of approximately 3,000 feet, to provide the intersection at Douglas Road.

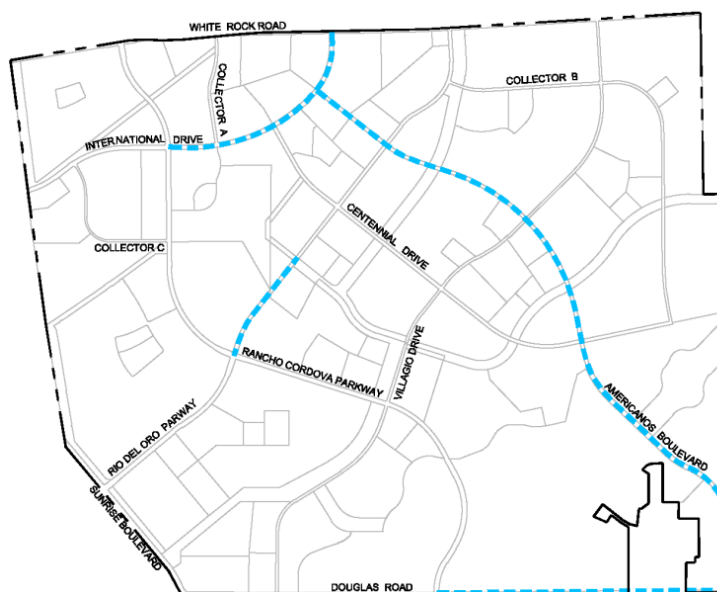
This roadway will provide a 12' landscaped median, 2 travel lanes in each direction, 4' bike lanes in both directions with a 10' wide pedestrian trail on one side and 6' sidewalk on the other.



4.3.1.4 4 Lane Major Arterial

- *International Drive Between White Rock Road & Rancho Cordova Pkwy*
- *Americanos Boulevard*
- *Portion of Rio Del Oro Parkway*
- *Douglas Road East of Rancho Cordova Parkway*

Americanos Boulevard will be the primary north to south roadway on the eastern side of the Plan Area. This roadway will provide a 16' landscaped median, 2 travel lanes in each direction and 8' wide sidewalks within a 31'-39' varying width landscape corridor. The landscape corridor on the west side of Americanos Boulevard adjacent to the wetland preserve will include a 12 foot wide regional trail. Special Sections for Americanos Boulevard adjacent to the Wetland Preserve and Morrison Creek are also provided on the Large Lot Tentative Map. Where a single loaded street abuts open space, park or drainage parkway, the Class I path should replace the standard sidewalk on the open space side of the street.



4 Lane Major Arterials

A 12' wide Regional Trail will be implemented on the west side of Americanos Boulevard where adjacent to Wetland Preserve.

**

** 12' wide Regional Trail adjacent to Wetland Preserve

4 Lane Major Arterial- Americanos Boulevard

This special section applies to a portion of Americanos Boulevard. It is located between the wetland and single-family parcels.

4 Lane Major Arterial- Americanos Boulevard

This special section applies to a portion of Americanos Boulevard. It is located between wetland parcels on either side.

4 Lane Major Arterial- Douglas Road

This roadway applies to a portion of Douglas Road. It is located east of Rancho Cordova Parkway.

4.3.2 Secondary Roads & Local Roads

The Rancho Cordova General Plan defines secondary roads as two to four lane roadways that connect Neighborhoods and Villages together and carry light to moderate traffic flows. Within the Plan Area, secondary roads will provide landscaped medians, dedicated bike lanes, landscape corridors with expanded detached



sidewalks and other features that make them accessible and attractive to pedestrians. In some locations, secondary roads will be constructed as two-lane roadways with right-of-way reserved in the center median to accommodate 2 additional travel lanes, if needed to maintain levels of service.

Local roads are secondary circulation routes that generally distribute trips from the secondary street system to the local street system. These streets provide access to individual development areas and neighborhood amenities. Local roads contain 2 lanes, dedicated bike lanes and landscape corridors incorporating expanded detached sidewalks.



4.3.2.1 2 Lane Secondary Roads with Expansion to 4 Lanes

- *Rio Del Oro Parkway (north of the Drainage Parkway)*
- *Centennial Drive*
- *Villagio Drive from White Rock to Collector B and from Douglas Road to the Morrison Creek bridge*

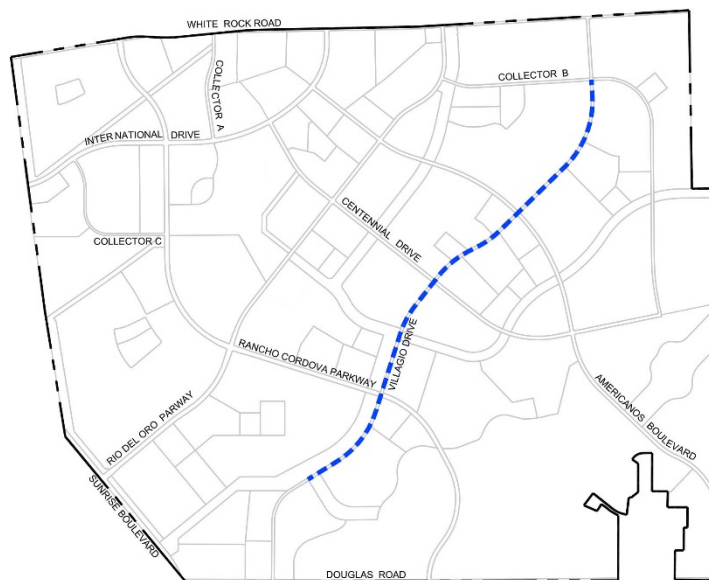
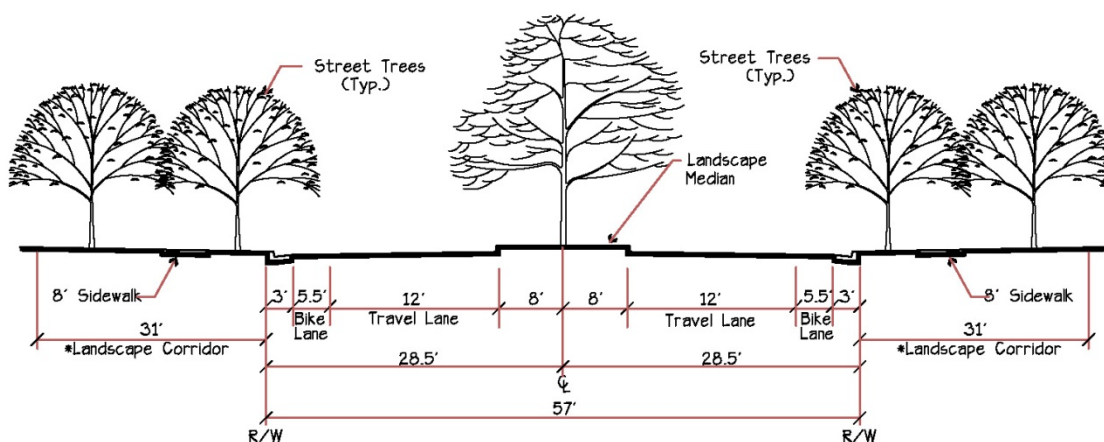
This portion of Rio Del Oro Parkway will extend from the Drainage Parkway through the central portion of the Plan Area to White Rock Road. Centennial Drive provides internal circulation for the Plan Area beginning at International Drive and terminating just east of Americanos Boulevard. Centennial Drive will ultimately be extended through future residential areas (Large Lot Parcels 2 and 3) east to Grant Line Road. The precise connection point of Centennial Drive will be coordinated with the adjacent development. Segments of Villagio Drive are also planned as 2 lane secondary roads, which serve to disseminate traffic in to the Plan Area from Douglas Road and White Rock Road. These roadways will provide a right-of-way to accommodate future expansion to 4 lanes. Initial improvements provide a 36' landscaped median, 1 travel lane in each direction, Class II bike lanes and 8' wide sidewalks in a 31' landscape corridor.



4.3.2.2 2 Lane Special Access Collector

- Central portion of Villagio Drive**

Villagio Drive will run parallel to Rio Del Oro Parkway through the center of the Plan Area. The roadway will provide a 16' landscaped median, 1 travel lane in each direction and 8' wide sidewalks in a 31' width landscape corridor.



Access requirements along the limited access portion of Villagio Drive are:

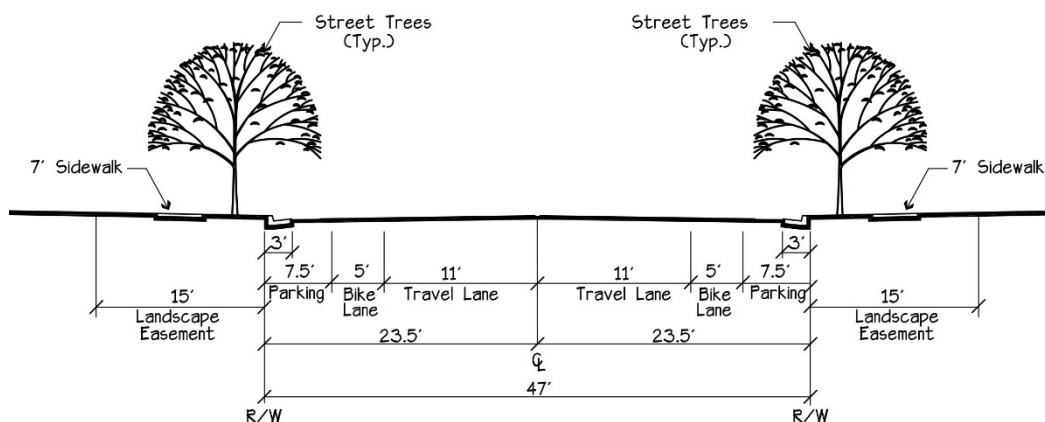
- Median breaks will be permitted at a minimum spacing of 700 feet, measured from the roadway / intersection centerline. Signal spacing should be quarter mile or 1,320 ft.
- Driveways will not be permitted within 250 feet of signalized intersections.
- Consolidation of driveways and secondary road access locations will be required when deemed feasible.
- On-street parking will be prohibited.
- Signalized intersections will provide a minimum single right hand and left hand turn pockets on all approaches.

4.3.2.3 Commercial/ Business Park & Industrial Roadways

These roadways occur in the non-residential portions of the Plan Area. Typically the Commercial/ Business Park sections will be used within LC, RTC, VC and BP land uses. In circumstances where BP and MP uses are adjacent, one section may be chosen over another or a combination of the two sections may be used. The pattern of Commercial/ Business Park and Industrial roadways will be determined through the subdivision map process. Through road connections are encouraged between developments. Depending on the adjacent land use, these street sections will provide bike lanes and on-street parking and may provide optional landscaped medians and detached sidewalks at the option of the developer.

Commercial/ Business Park Collector

This 2 lane roadway will provide an 11' travel lane in each direction, 5' Class II bike lanes in each direction, 7.5' of on street parallel parking and a 15' landscape easement containing a 7' sidewalk. Landscape medians are permitted at the option of the developer.



Industrial Park Collector

This 2 lane roadway will provide a 12' travel lane in each direction, a 5' Class II bike lane in each direction, 8.5' of on street parallel parking and a 7' sidewalk. Landscape medians are permitted at the option of the developer.

Commercial/ Business Park Local Street

This 2 lane roadway will provide 10' travel lanes, 7.5' feet of on-street parallel parking and detached 6' sidewalks.

Industrial Local Street

This 2 lane roadway will provide 12' travel lanes, 8.5' feet of on-street parallel parking and 6' sidewalks.

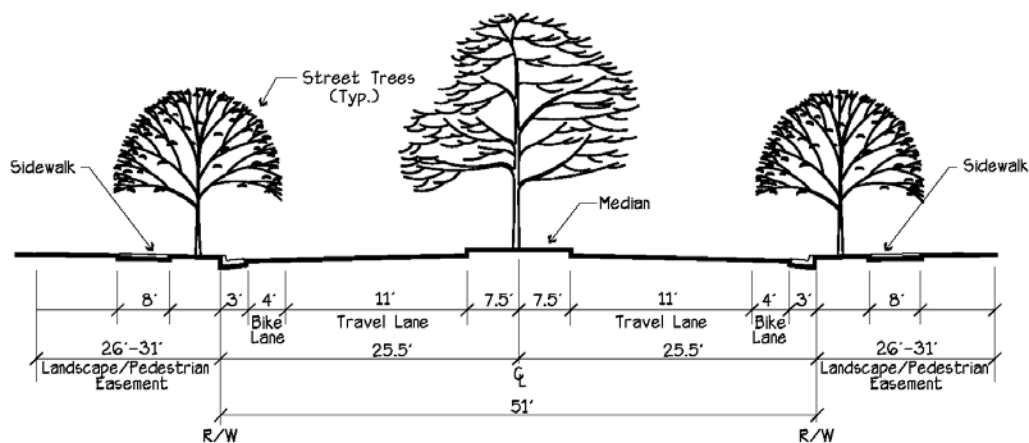
4.3.3 Residential Roadways

Residential streets within the Plan Area are typically roadways with on-street parking and separated sidewalks. The pattern of residential streets will be determined through the subdivision map process and through road connections, encouraged between developments. Internal connections will enhance local circulation and assist in minimizing the number of connections to local and secondary roadways. It is anticipated that a majority of residential streets will be public, although private streets may be proposed. Additional street and alley sections may be considered through the subdivision map process. See the Rio Del Oro Development Standards and Design Guidelines, Appendix A, for additional information.

Primary residential streets provide direct access to abutting land uses and connections to major roads, and are used to accommodate higher traffic volumes. These residential streets are two lanes and include front-on residential, on-street parking, and detached five-foot wide sidewalks, and are required when the street will serve more than 400 homes. If multiple access points are provided to a village with more than 400 units, a primary residential street is not required.

Minor residential streets serving individual home sites may vary. Two different minor residential street sections are anticipated: one with a detached sidewalk and the other with an attached sidewalk. Minor deviations (6") to parking lane width are approved for Primary Residential and Minor Residential street sections in Phase I Villages 1 through 3. Two possible private residential street sections are depicted for informational purposes and shall be considered during the subdivision map process. A provision of a detached sidewalk with a 6' landscape/pedestrian easement is an approved option for private residential street section per the developer's option.

Residential Collector with median



Residential Collector B, Adjacent to School and Park.

This roadway provides an 8' attached walk and parking space where adjacent to a school or park.

Primary Residential with Parking [35' BOC]

Minor Residential with attached walk

Minor Residential with detached walk

Diagram of a proposed 20.5' x 36.5' lot layout. The lot is bounded by a Right of Way (R/W) on the left and right. The front boundary is divided into segments of 5', 7.5', 8', 8', 3', and 5'. The first 5' segment is labeled 'SW Parking'. The total front width is 36.5'. The depth is 20.5'. A centerline 'CL' is marked. Trees are shown on the left and right sides of the lot.

The diagram shows a cross-section of a 36-foot wide right-of-way (R/W). It is divided into two 18-foot lanes by a centerline (CL). Each lane has a 5-foot shoulder (SW) on the outside and a 3-foot shoulder on the inside. The total width of the R/W is 36 feet.

A diagram showing a proposed 20' wide driveway. The driveway is 20' wide, with 5' setbacks on both sides. The setbacks are labeled "Setback" and "R/W". The driveway is 20' wide, with 5' setbacks on both sides. The setbacks are labeled "Setback" and "R/W".

4.3.4 Intersection Improvements

Traffic control devices will be installed, when warranted, at intersections within the RDOSP based on analysis of future traffic calculations at full build-out of the Plan Area. Possible traffic signal locations are reflected in Exhibit 4-2, Circulation Plan. White Rock Road and International Drive are expressway corridors, therefore the traffic signals shall be limited to those shown on Exhibit 4-2. Roundabouts may be considered as an alternative traffic control option at two locations on Villagio Drive. Additional traffic signal locations will be considered by the City at the tentative subdivision map and project development phases to ensure that minimum signal spacing requirements are met. The use of roundabouts will be evaluated at the time of tentative subdivision map for the adjacent residential villages. Major streets will have widened right-of-ways at intersections in order to accommodate standard intersection improvements such as turn lanes and acceleration lanes. In addition, the transit corridors along Rancho Cordova Parkway, White Rock Road and International Drive may accommodate additional widening for transit vehicle queue bypass turnout and widened medians for pedestrian refuge. Intersection improvements at all arterial intersections to facilitate pedestrian safety will be determined by Public Works at the time of tentative maps and/or improvement plans, in accordance with the adopted City improvement standards. Exhibit 4-3 illustrates a transit corridor widened intersection.

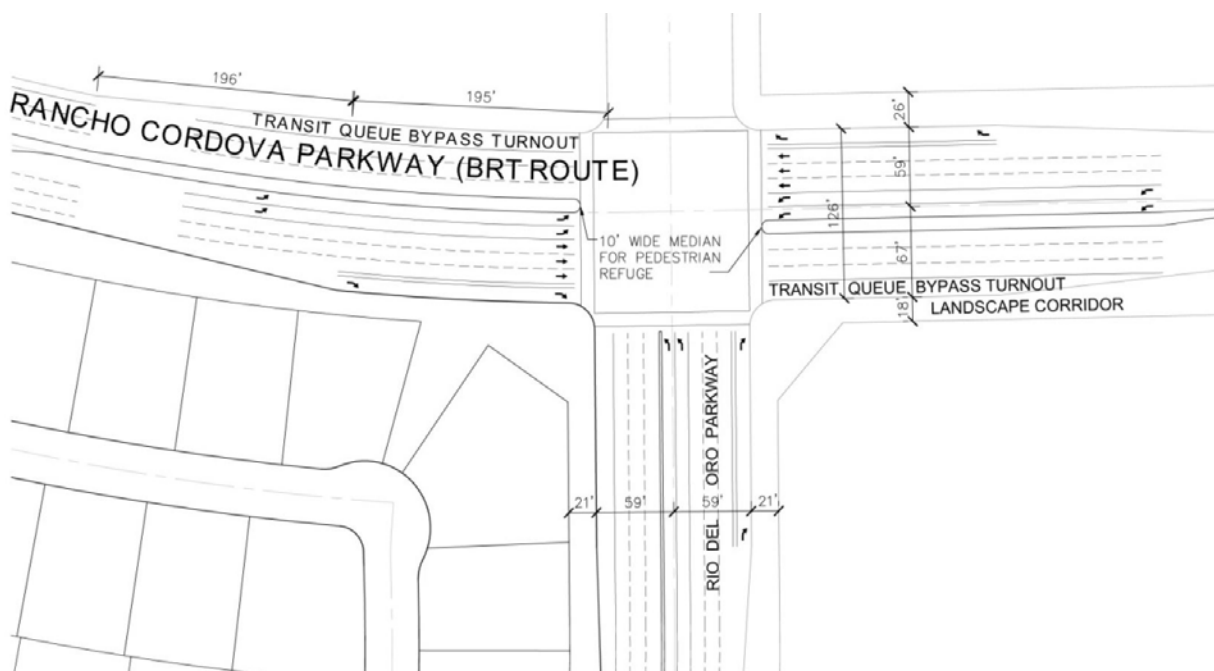


Exhibit 4-3
Transit Corridor Widened Intersection

4.3.5 Landscape Corridors/ Easements

The Rio Del Oro Specific Plan maintains uniform landscape corridors adjacent to major roadways throughout the Plan Area. Landscape corridors are separate parcels that act to buffer adjacent land uses from the roadways and enhance the aesthetics of the Plan Area. Landscape corridors will typically be provided where adjacent to Single Family (SF) and Medium Density (MD) land uses. Landscape easements will typically be provided where adjacent to all other uses. Landscape easements are not separate parcels, however, the easement will be dedicated to landscape enhancements. Landscape corridors or easements widths may be reduced for intersection improvements. A minimum of 15 feet of width shall be maintained at widened intersections in order to accommodate intersection improvements such as turn lanes and acceleration lanes. Refer to Section 4.3.4 and the Rio Del Oro Development Standards and Design Guidelines for more specific information on landscape corridors, easements, setback requirements and uses allowed within landscape easements.

4.3.6 Traffic Calming

The purpose of traffic calming measures is to create livable neighborhoods by managing traffic volumes and speeds. Traffic calming measures should be applied where appropriate on local streets to soften the impact of motor vehicles. The City of Rancho Cordova Neighborhood Traffic Management Program should be utilized as a resource at the time of Tentative Subdivision Maps to select the most effective traffic calming designs and measures.

Consideration should be given to enhanced landscaping upon entering local neighborhood streets. Other traffic calming devices that can be applied include traffic circles, bulb outs and raised intersections. Bulb outs are pedestrian enhancements that shorten the pedestrian crossing distance at intersections or mid-block crossings through a narrowing of the street, typically by eliminating parking. Raised intersections provide for reduced speeds and pedestrian enhancements through a raised profile where roadways approach an intersection, operating similarly to flat top road humps.

4.4 PUBLIC TRANSPORTATION

The City of Rancho Cordova (CordoVan) and Sacramento Regional Transit (RT) provide public transportation in the area and presently offers no service to the project site. RT operates several bus lines that service Rancho Cordova and the surrounding area. These lines include routes 21, 28, 73, 74, and 75. The routes generally follow Folsom Boulevard, Sunrise Boulevard and Highway 50 as main travel routes, with Route 74 traveling closest to the project site on Sunrise Boulevard just south of Folsom Boulevard. RT also operates a Light Rail line (Gold Line) that runs along Folsom Boulevard through Rancho Cordova. The Gold Line station nearest to the Plan Area is located at Sunrise Boulevard and Folsom Boulevard. This station also serves as a Park and Ride lot and bus transfer point for RT bus lines servicing Rancho Cordova, Gold River, Fair Oaks and Orangevale.

The Rancho CordoVan serves as the connector route for residents in the City's new communities connecting travelers within the City, and connecting to RT's Gold Line. The Gold Line currently serves Capital Village, Stone Creek and the Anatolia area. It is anticipated that the CordoVan will serve Rio del Oro as the project develops. Future expansion of transit service in the City will depend on adequate funding and suitable residential density to support service.

The RDOSP is designed to be supportive of transit through an integrated land use and circulation plan. Public transit is most effective when stations are surrounded by compact higher density urban development that is connected to stations with a good pedestrian network. The land use plan provides two Regional Town Centers and one Local Town Center, which plan for mixed uses and higher intensity residential and commercial uses.

The City of Rancho Cordova intends to create a public transportation system independent of RT and has prepared The Rancho Cordova Transit Master Plan to identify the goals of the City's public transportation system. The Transit Master Plan identifies Signature and Bus Rapid Transit (BRT) routes that serve the City, provide connection to the region, and integrated with Sacramento Regional Transit's Gold Line. The Public Transit Master Plan for Rio Del Oro is shown on Exhibit 4-4.

The City's Signature Route serves as the backbone to the Rancho Cordova transit system. The Signature Route is initially proposed as a rubber tire service (bus or van) with a long term vision as a modern street car. Under either technology the Signature Route will be a mixed use service with automobile traffic. The Signature Route follows Rancho Cordova Parkway connecting to communities to the south and follows International Drive west of Rancho Cordova Parkway. More information on the phasing of Signature Route can be found in the City's Master Plan. The Public Transit Plan, Exhibit 4-4, illustrates the potential Signature Route alignment. See Figure 2 of the City's Master Transit Plan for more detailed Stage information.

In addition to the Signature Route, the Rancho Cordova Transit Master Plan identifies BRT routes that service regional designations in the Plan Area along White Rock Road and eastward toward the City of Folsom and El Dorado Hills.

A regional transit center will be located within the Plan Area. This center will provide a transit stop, route transfer location, travel information center and fare distribution facility. It is anticipated that the regional transit center will be located at the Local Town Center on Rancho Cordova Parkway near the intersection of International Boulevard. Other regional transit centers throughout the City will be provided along BRT and Signature Routes. The Public Transit Plan, Exhibit 4-4, illustrates potential BRT alignments, the Signature Route and the regional transit center location.

4.5 *TRANSPORTATION SYSTEM MANAGEMENT*

Transportation System Management (TSM) measures will be implemented for the proposed Employment Center area (i.e. office and industrial) to reduce the number and length of home-to-work commute trips through actions such as ridesharing, flexible work hours and support of public transportation.



4.6 PEDESTRIAN AND BICYCLE SYSTEM

A primary objective of the RDOSP is the provision of a pedestrian friendly, walkable community. The land use plan utilizes contiguous open space corridors with trails that can be used by bicyclists and pedestrians. The bicycle and pedestrian system is an important component in ensuring connectivity and promoting non-vehicular travel in the RDOSP. The network has been designed to allow movement throughout the Plan Area and provide linkages to the City's existing and planned network. The RDOSP system includes, sidewalks, on-street Class II bike lanes and Class III bike routes and off-street Class I trails. The Class I and II bicycle trails/lanes are reflected in Exhibit 4-6, Bikeway and Trails Plan.

4.6.1 Class I Bicycle Paths

When complete, the RDOSP will provide over 15 miles of Class I, paved off-street bike paths as depicted in Exhibit 4-5. The RDOSP Class I bicycle trails are a destination-oriented system that provides connectivity between major employment centers, neighborhood cores, schools, parks and open space, and other amenities within the Plan Area. Class I bicycle path widths are planned as 10' of pavement flanked by 2' of decomposed granite and the Regional Class I trail segments should be 12' of pavement. These trails will be located within varying widths of greenbelts, parks, open space and drainage parkways as shown in Exhibit 4-5. The Class I system has been designed to minimize conflicts with physical barriers such as major streets and creeks, and reduce potential travel disruption as approximately shown on Exhibit 4-6. This is achieved through the use of off-street bike lanes, at-grade and grade separated pedestrian and bicycle crossings where feasible. Utilities and other improvements shall be designed to accommodate grade separated crossings. Exhibits 4-7 and 4-8 depict conceptual development and design features for future bikeway undercrossing occurring in conjunction with a vehicular bridge crossing of the primary drainage way along Rancho Cordova Parkway. Examples of at-grade bikeway crossing are provided in the Rio Del Oro Design Standards and Development Guidelines. In addition, the Class I bikeway paths may accommodate emergency and maintenance vehicle access to open space.

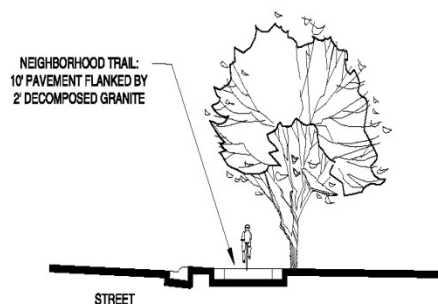


Exhibit 4-5 Class I Bicycle Path Detail

BIKEWAY AND TRAILS PLAN RIO DEL ORO

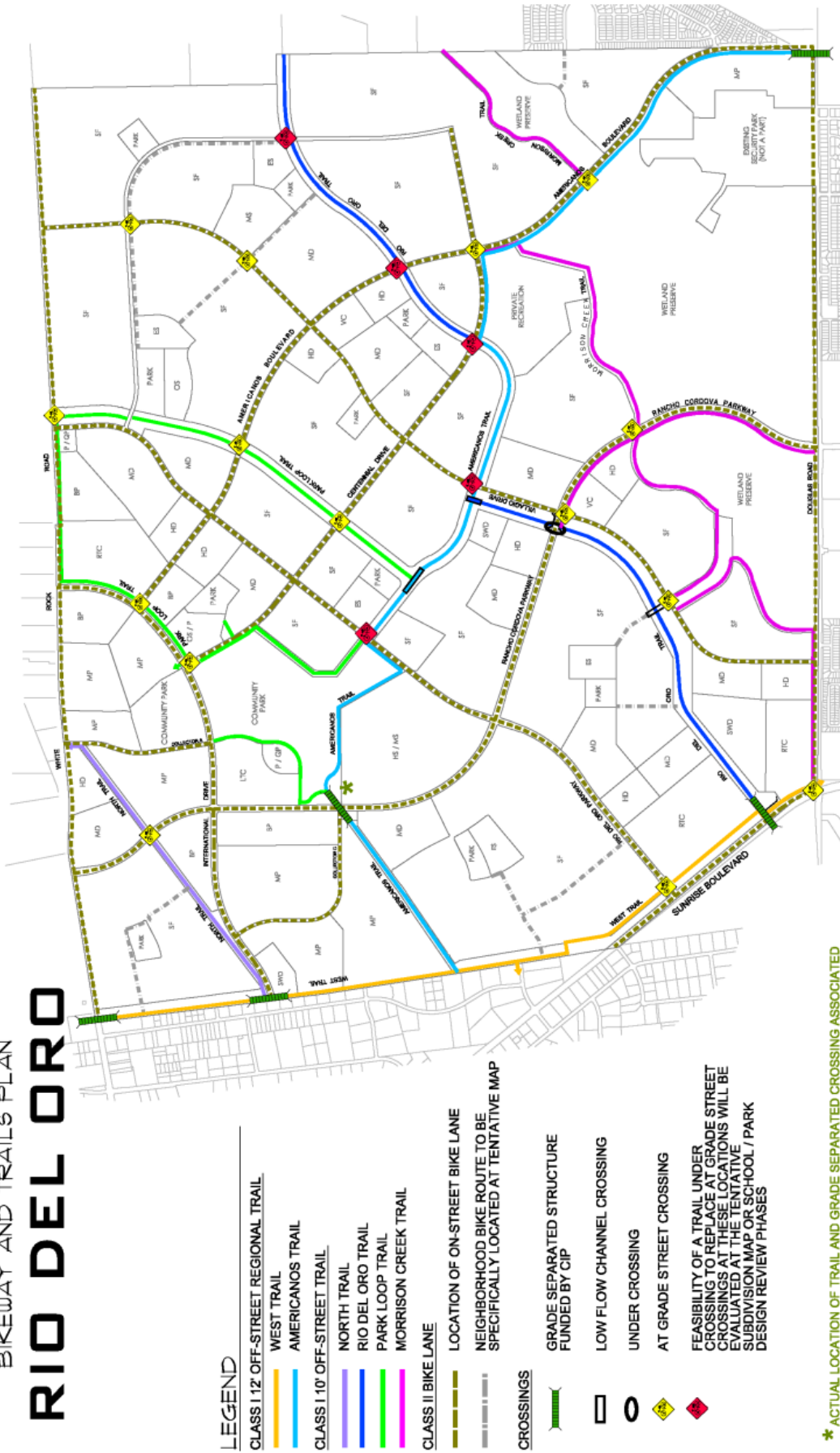


Exhibit 4-6
Bikeway and Trails Plan
Rio Del Oro Specific Plan

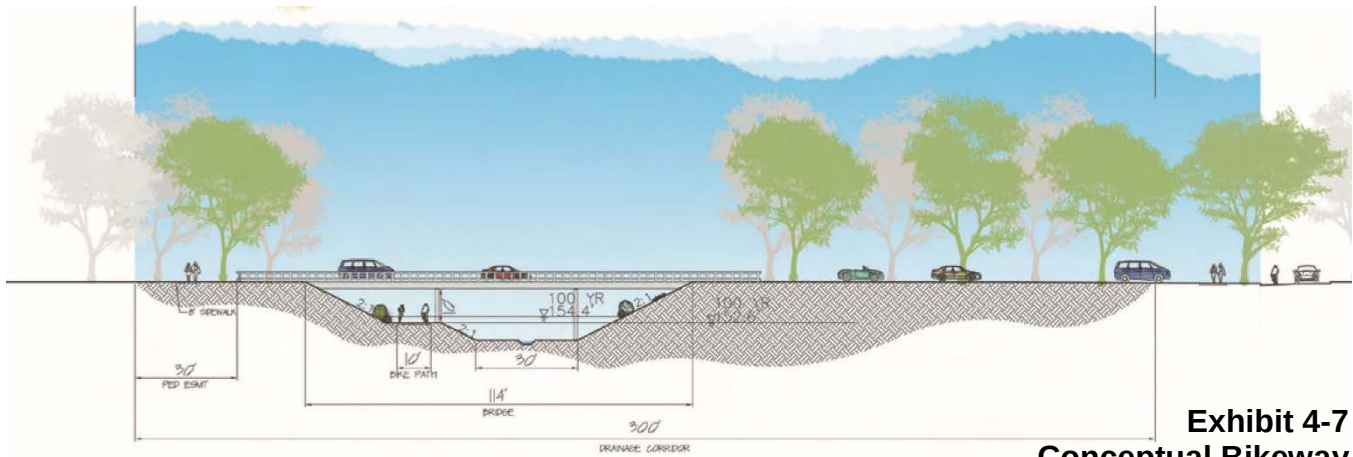


Exhibit 4-7
Conceptual Bikeway
Undercrossing Section

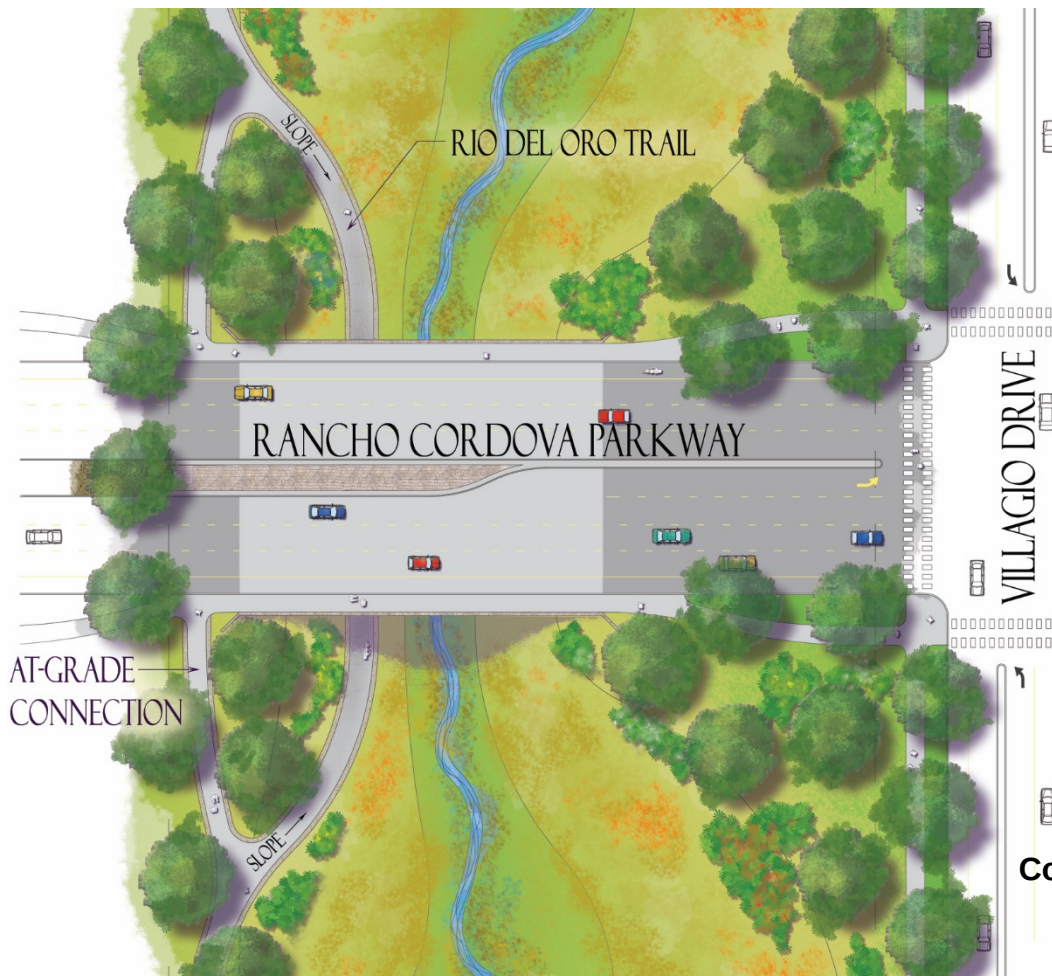


Exhibit 4-8
Conceptual Bikeway
Undercrossing
Plan View

The RDOSP Class I bicycle path system consists of six distinct trails. The Rio Del Oro Trail serves as the backbone of the Class I trail system. This trail traverses from the northeast to the southwest portion of the plan area, creating a connected system of parks, paseos, neighborhood greens, and open spaces along a naturalized greenway. The Rio Del Oro trail also connects key origins and destinations within the Plan Area and provides direct connectivity to neighboring communities.

The West Trail runs along the western boundary of the Plan Area, primarily in greenbelts, and connects White Rock Road, International Drive, Sunrise Boulevard, Rio Del Oro Parkway, and Douglas Road. The Park Loop Trail provides internal circulation, connecting the Community Park, neighborhood parks, Regional Town Center, schools and various housing types. The North Trail branches off the West Trail and provides the northern most villages of the Plan Area with a connection to the rest of the bikeway trail system. The Americanos Trail provides a regional trail connection between the Sunrise – Douglas Plan area to the south and connects with the West Trail. The Morrison Creek Trail is the most natural of all of the Class I bicycle trails in the Plan Area and provides the community with a direct link to the Morrison Creek Wetland Preserve along the southern periphery of the community. While serving as a functional link between the eastern portion of the Plan Area and the Rio Del Oro Trail, the Morrison Creek Trail is intended as a passive recreational amenity that provides miles of scenic open space and wildlife viewing to recreational bicyclists and walkers.

The RDOSP promotes frequent connections between the Class I system and adjacent uses. Where a single loaded street abuts open space, park or drainage parkway, the Class I path may replace the standard sidewalk on the open space side of the street. Where a cul-de-sac or loop street, multi-family or non-residential use abuts the Class I path, a paved link shall be provided to the path to the extent feasible. The Class I system within an open space area may meander to minimize environmental impacts and create visual interest.

Barriers (bollards, rail fence, post and cable, posts, etc.) shall be provided along bike paths adjacent to open space preserve areas regulated by a Section 404 permit issued under the federal Clean Water Act as shown in Exhibit 4-9. Such barriers shall comply with the 404 permit regarding use of the preserve area, and with City design, maintenance and public safety standards.

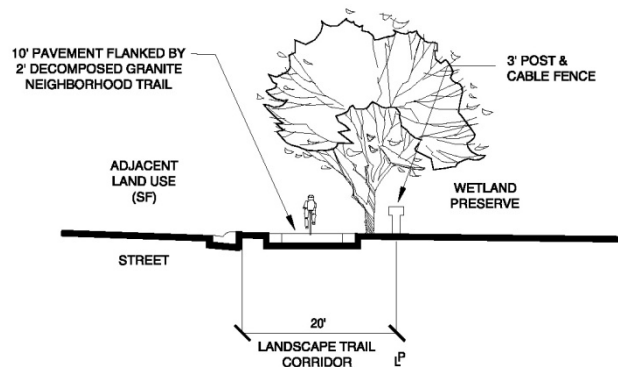


Exhibit 4-9 Barriers along Bike Paths

4.6.2 Class II and III Bicycle Paths

Class II bike lanes will be provided along all major, secondary and local roads within the RDOSP. Class II bike lanes are designated on-street with painted stripes. Bike lanes are 4-feet wide if located next to gutter and curb (providing 6.5-feet of travel width next to the curb) or 5-feet wide if located next to a parking lane. Bicycle traffic is allowed along all residential streets, with some routes designated as Class III through the use of Bike Route Signage.

4.6.3 Sidewalks

Sidewalks are required along all RDOSP roadways. These include attached or detached sidewalks along residential streets, sidewalks within landscape corridors along local roads and 8-foot wide detached sidewalks along major and secondary roads.

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5 ENVIRONMENTAL RESOURCES ELEMENT

5.1 PURPOSE

This section identifies environmentally sensitive resources found within the Rio Del Oro Specific Plan (RDOSP) Area and outlines policies to guide the conservation, protection or mitigation of these resources, some of which will be impacted with the development of the Plan Area. The Environmental Resources Element addresses three key areas; wetlands, special-status species, and cultural resources

5.2 WETLAND RESOURCES

Waters of the U. S. and waters of the state mapped within the Plan Area include wetlands and “other waters.” Wetlands consist of vernal pools, seasonal wetland swales, seasonal wetlands, and ponds. “Other waters” include ephemeral drainages (including Morrison Creek). Impacts to these features requires permitting pursuant to Section 404 and 401 of the federal Clean Water Act, and/or Section 1600-1616 of the California Fish and Game Code (Lake and Streambed Alteration Agreement), and the Porter-Cologne Water Quality Control Act.

A wetland investigation was conducted for the RDOSP Area to determine the relative distribution and extent of areas potentially subject to jurisdiction of the US Army Corps of Engineers under Section 404 of the Clean Water Act and the Regional Water Quality Control Board under the Porter-Cologne Water Quality Control Act. The site was originally delineated by Gibson and Skordal in 1999 and subsequently verified by the Army Corps of Engineers (Corps) on January 5, 2000 (Regulatory No. 199900590). The RDOSP Area was re-delineated by ECORP Consulting, Inc. in June 2004.

5.2.1 Wetland Types

The following wetland types were identified in the 2004 wetland delineation performed by ECORP Consulting, Inc. The delineation was verified by the Corps of Engineers on January 10, 2005. See Exhibit 5-1.

5.2.1.1 Vernal Pools

There are numerous vernal pools throughout the annual grassland habitat portions of the RDOSP Area, particularly in the non-mined areas. Vernal pools are types of shallow, seasonal wetland depression that are typically dominated by annual native wetland plant species adapted to an annual wet/dry cycle. Vernal pools are flooded in the winter and spring but completely dry by summer. On-site vernal pools

vary in maximum water depth from a couple of inches to 18 inches deep, and they range from 0.002 to 1.3 acres in size.

5.2.1.2 Seasonal Wetlands

Seasonal wetlands are scattered throughout both the mined and non-mined areas of the RDOSP Area. These seasonal wetlands are ephemerally wet areas that are usually underlain by clay or a heavy clay loam that act to suspend runoff within low-lying areas. They become inundated during the winter and fall but dry completely during the summer months. Unlike vernal pool wetlands, vegetation inhabiting on-site seasonal wetlands is predominately non-native wetland generalist species such as Italian ryegrass (*Lolium multiflorum*), barley (*Hordeum murinum*), dock (*Rumex* spp.), and rabbits-foot grass (*Polypogon monspeliensis*). Less common are native species such as Baltic rush (*Juncus balticus*) and creeping spikerush (*Eleocharis macrostachya*). Many of the seasonal wetlands that occur within the cobble tailings low areas also contain woody species including willow (*Salix* spp.) and Fremonts cottonwood (*Populus fremontii*).

5.2.1.3 Ponds

Several wetland features identified as ponds are present within the RDOSP Area and consist primarily of modified or excavated basins or impounded drainages. They currently provide water for cattle grazing. For the most part, the ponds are seasonally inundated yet they hold water significantly longer than other seasonal wetland types. Several may even remain inundated throughout the year. The ponds largely lack emergent vegetation except for scarce individuals that exist around the high water mark.

5.2.1.4 Seasonal Wetland Swales

Various seasonal wetland swales are located in the RDOSP Area and consist of shallow, ephemerally wet areas that convey water between larger drainages or other wetland/water features during storm events. They occur as linear wetland features but lack bed-and-bank. Portions of a swale remain saturated into the growing season, support some hydrophytic vegetation, and exhibit hydric soil characteristics. The vegetation community of on-site swales consists primarily of non-native wetland generalist plants such as Italian ryegrass, Mediterranean barley, dock, as well as native annual species including coyote thistle.

5.2.1.5 Ephemeral Drainages

Several ephemeral drainages have been mapped within the RDOSP Area. Ephemeral drainages are linear features that provide a conduit to flow during storm events. In general, they exhibit bed-and-bank characteristics and are largely un-vegetated due to the depth and scouring effects of flowing water. Occasionally however, some hydrophytic vegetation is present along the upper edges, and in areas where sediment accumulation provides suitable substrate for plant establishment. The dominant ephemeral drainage (Morrison Creek) located on-site runs from east to west through the southern section of the site and is identified on the U.S.G.S topographic map as a blue line feature. Ultimately, Morrison Creek drains into Mather Lake, located southwest from the RDOSP Area. Several other smaller sections of ephemeral drainages mapped in the RDOSP Area. They consist originally of seasonal wetland swale features that have eroded and developed bed-and-bank characteristics.

5.3 WETLAND PRESERVATION AND MITIGATION

Although the development of the project will be concentrated on the highly-disturbed areas that were mined in the 1920s and 1950s, unavoidable impacts to wetland features will occur.

A 510-acre area located in the southern portion of the Project containing the highest quality and density of vernal pools will be set aside as a Wetland Preserve. Existing wetlands within the Preserve area will be preserved, maintained, and monitored. Additional vernal pools and seasonal wetlands will be created within the Preserve that will also be maintained and monitored. The portion of Morrison Creek located within this area will also be preserved and enhanced. On-site success monitoring of both preserved and constructed vernal pool habitat within the Wetland Preserve will be conducted over a ten-year period.

Mitigation for non-vernal pool wetland habitat impacts will occur within drainage corridors and open space areas within the project boundaries. The corridors will range from 200 to 300 feet wide and will consist of created, meandering, low-flow channel, adjacent wetlands, riparian plantings, and a bike trail.

In addition to the onsite mitigation, there will be two offsite mitigation locations. The 160-acre Cook Property, located south of Highway 16 in Sacramento County, is proposed as additional mitigation for the Rio del Oro project. The Cook Property is bordered to the north and west by existing conservation properties, to the east by Eagles Nest Road, and to the south by Florin Road. The Cook property contains vernal pools, seasonal marsh, seasonal swales, other waters (ponds), and irrigated pasture. The likely presence of listed vernal pool invertebrates, as well as the property's proximity to other regional conservation areas, makes it ideal to mitigate impacts to biological resources resulting from the Rio Del Oro project. A conservation easement will be created for this preserve and managed by Sacramento Valley Conservancy or other conservation oriented third party.

The Rio Del Oro project will also purchase seasonal wetland credits at the Clay Station Mitigation Bank located approximately 15 miles south of the Rio del Oro project. The Rio del Oro project is within the service area of the Clay Station Mitigation Bank.

5.4 SPECIAL-STATUS SPECIES

Special-status species refers to those species which:

- Have been designated by the California Department of Fish and Game (CDFG) or the U.S. Fish and Wildlife Services (USFWS) as either *rare*, *threatened*, or *endangered*; and are legally protected under the California or federal endangered species acts;

- Are proposed or candidate species being considered for listing under either federal or California Endangered Species Acts; or
- Are of expressly stated interest to resource regulatory agencies, or local jurisdictions, such as CDFG species of special concern, or California Native Plant Society (CNPS) List species.

The following surveys have been conducted in the RDOSP Area to date:

- Results of Surveys for Special-Status Wildlife Species at the Aerojet Property, Sacramento County, California, Miriam Green Associates, April 1999
- Jurisdictional Delineation Rio del Oro Property, Gibson and Skordal, June 1999
- Listed Vernal Pool Branchiopods Wet Season Survey, Gibson and Skordal, August 2000
- Listed Vernal Pool Branchiopods Wet Season Survey, Gibson and Skordal, July 2001
- Elderberry Survey, Gibson and Skordal, September 2000
- Rio del Oro, Rancho Cordova, California – Rare Plant Survey, ECORP Consulting, Inc., August 2003
- Rio del Oro, Rancho Cordova, California – Rare Plant Survey, ECORP Consulting, Inc., November 2003
- Wetland Delineation, ECORP Consulting, Inc., July 2004
- Wetland Resource Assessment, ECORP Consulting, Inc., November 2004
- Late Season Special-Status Plant Survey, ECORP Consulting, Inc., August 2006
- Soil Investigation of Rio del Oro Wetland Preserve, Davis Consulting Earth Scientists, Inc., August 2007
- Watershed Analysis of the Hydrologic Function of the Rio del Oro Preserve for Preservation of Existing Wetlands and Construction of Mitigation Wetlands, ECORP Consulting, Inc., September 2007

Based upon vegetation communities present on the property, species' known distributive data, and the references cited above, a list of potentially occurring special-status species has been developed for the RDOSP Area and is included in the Recirculated Draft EIR/EIS.

5.4.1 Plants

Species known to occur on the site include Greene's legene (*Legenere limosa*) and Northern California black walnut (*Juglans hindsii*), both CNPS List 1B species, although the Northern California black walnut identified on site are likely to be hybrids with other common species. No other special-status plant species are likely to occur on site. (See Recirculated Draft EIR/EIS, Table 3.10-1)

5.4.2 Invertebrates

Several of the wetland types on-site represent habitat for the federally-threatened vernal pool fairy shrimp (*Branchinecta lynchi*) and the federally-endangered vernal pool tadpole shrimp (*Lepidurus packardii*). The Conservancy fairy shrimp (*Branchinecta conservatoria*), a federal endangered species, may also occur, according to the Recirculated Draft EIR/EIS.

In addition, there is suitable habitat for the federally threatened valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*) whose exclusive host plant is the elderberry plant (*Sambucus mexicana*).

The U.S. Army Corps of Engineers, in consultation with the USFWS, is ultimately responsible in making the determination of potentially suitable habitat.

5.4.3 Fish

There are no immediate special-status fish issues within this reach of Morrison Creek, as it is a relatively narrow ephemeral drainage.

5.4.4 Amphibians and Reptiles

The vernal pools and adjacent grasslands in the RDOSP Area represent potentially suitable habitat for the western spadefoot toad (*Spea hammondi*, CDFG species of special concern and federal species of concern). No other special-status amphibians are likely to occur on-site. No special-status reptiles are likely to occur on the site. (See Recirculated Draft EIR/EIS, Table 3.10-2.)

5.4.5 Birds

The potentially occurring special-status birds in the RDOSP Area include nesting raptors, nesting songbirds, and wintering or migrant birds. The nesting raptors include both tree nesting and ground nesting species.

Tree nesting species that may nest or forage in the RDOSP Area are white-tailed kite (*Elanus leucurus*, Fish and Game Code fully protected and USFWS bird of management concern), Cooper's hawk (*Accipiter cooperii*, CDFG species of special concern), Swainson's hawk (*Buteo swainsoni*, California-threatened), sharp-shinned hawk (*Accipiter striatus*, a CDFG species of special concern), ferruginous hawk (*Buteo regalis*, CDFG species of special concern and USFWS-Bird of Management Concern), merlin (*Falco columbarius*, CDFG species of special concern), prairie falcon (*Falco mexicanus*, a CDFG species of special concern), and short-eared owl (*Asio flammeus*, a CDFG species of special concern). While not considered optimal foraging habitat, much of the site represents potential foraging habitat for Swainson's hawk and other raptors.

Potentially occurring ground-nesting birds in the RDOSP Area include northern harrier (*Circus cyaneus*, CDFG-species of special concern) and burrowing owl (*Athene cunicularia*, CDFG-species of special concern).

Special-status songbirds that may occur in the RDOSP Area include loggerhead shrike (*Lanius ludovicianus*, CDFG species of special concern and USFWS bird of management concern) and tricolored blackbird (*Agelaius tricolor*, CDFG species of special concern and USFWS bird of management concern).

5.4.6 Mammals

There is suitable habitat for the American badger (*Taxidea taxus*, a CDFG species of special concern) on site.

5.5 SPECIAL STATUS SPECIES MITIGATION

Project implementation will involve impacts to the federally threatened vernal pool fairy shrimp and vernal pool tadpole shrimp. The U.S. Army Corps of Engineers, in consultation with the U.S. Fish and Wildlife Service will determine the acreage of potential vernal pool fairy shrimp and vernal pool tadpole shrimp habitat on the site. The applicant is proposing on-site preservation, restoration and creation of vernal pools as mitigation for impacts to these species.

Project implementation will also results in impacts to potential habitat for the federally threatened valley elderberry longhorn beetle. An elderberry preserve (totaling 12 acres) is proposed on the Project site. Elderberry seedlings will be transplanted and planted within the preserve and in other suitable areas on site, such as the drainage corridors.

The specific mitigation requirements for federally-listed species will be determined by the U.S. Fish and Wildlife Service through the Section 7 Consultation process. Mitigation for the non-federally listed special status species will be determined by the California Department of Fish and Game and the City.

If as a result of the final approval by Federal and State agencies of the Clean Water Act 404 Permit for the Specific Plan, or any approval related thereto , there is a material increase in the size of, or any material change in the dimensions or locations of any of the on-site wetland preserves from that shown on Exhibit 3-2 (the Land Use Plan), then prior to the commencement of any grading of any land within the Plan Area, the City shall have the right to approve or disapprove as part of a Specific Plan amendment, any such change in the on-site preserve(s) and any revision to the Land Use Plan which the City deems necessary as a result of such change; and there shall be no vested right under any development agreement to prevent or restrict the approval or applicability of such a Specific Plan Amendment.. For purposes of this paragraph, any change

to an on-site wetland preserve which necessitates a reduction in size of, or a reconfiguration of any parcel designated "RTC" in the Specific Plan, or which affects the location or dimensions of Rancho Cordova Parkway, shall be considered 'material'.

5.6 OAK AND RIPARIAN WOODLANDS

The project site has been significantly disturbed by dredger mining activities which occurred approximately 50-100 years ago. The topography of the site is undulating, with large expanses of river cobble on the surface. Sierra Nevada Arborists prepared a tree survey in 2003. The results of the survey show that of the 1,520 trees of significance within the Plan Area, the majority of the trees are Fremont Cottonwood (*Populus Fremontii*), with some Pacific Willow (*Salix lasiandra*) being observed in the depressions between tailing rows. A total of 47 native oaks are documented in the survey and less than 50 smaller oaks (less than 6" DBH) were also observed on the site.

5.7 CULTURAL RESOURCES

The Plan Area was researched and surveyed for historic and archaeological resources. In 1999 and 2004, research was completed by Peak & Associates, Inc. on known and potential cultural resources for the Specific Plan area. A field assessment was conducted surveying all areas of the site not disturbed by the extensive dredging activities, and in addition, several transects were made across various portion of the tailings to ascertain if any features were present. In April and May 2005, Weitz Research conducted an inventory evaluation for potential historic resources within the Plan Area. The Rio Del Oro EIR/EIS includes these studies and recommends mitigation measures for impacts to potential cultural resources. Further studies are also being carried out as part of compliance with Section 106 of the National Historic Preservation Act (NHPA) as required for permitting under Section 404 of the Clean Water Act. The studies are subject to review and approval by the California Office of Historic Preservation and the US Army Corp of Engineers. Mitigation of adverse effects to any resources identified as significant in the Section 106 process will be developed in consultation with the California Office of Historic Preservation and will be implemented.

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6 PUBLIC UTILITIES ELEMENT

6.1 PURPOSE

The goal of the Public Utilities element is to identify the necessary utilities required to serve the Rio Del Oro Specific Plan (RDOSP). This section provides an overview of the existing system and identifies the “backbone” infrastructure necessary to serve the Plan Area. Phasing of infrastructure improvements, detailed in Appendix B, On-Site Infrastructure Phasing Plan, is preliminarily based on current standards and policies. Funding obligations, final improvements and phasing will be determined in conjunction with Tier 2 entitlements.

6.1.1 Utility Providers

The 3,828 acre Plan Area does not currently have the urban services and facilities which are required for development to occur. Utility service providers, as shown in Table 6-1, are able to supply the Plan Area with the necessary utilities as summarized herein.

Table 6-1 Utility Service Providers

Utility	Provider
Sanitary Sewer	Regional San/SASD
Water	SCWA/ Zone 40/ Zone 41/ Cal-Am
Drainage and Flood Control	SCWA/Zone 11/City of Rancho Cordova
Solid Waste Disposal	Allied Waste Services
Electric Service	SMUD
Natural Gas	P.G. & E.
Telephone & Communications	AT&T and/or other telecom companies

6.2 SANITARY SEWER

The following section summarizes the information contained within the “*Conceptual Sewer Study for Rio Del Oro, August 2014*” prepared by Wood Rodgers, Inc. This document is part of the technical studies on file prepared in support of the Specific Plan and EIR. The sewer system is designed to be consistent with the General Plan policies and District standards. Rio Del Oro is located within the Regional San and Sacramento Area Sewer District (SASD). Regional San is responsible for the interceptor collection (sanitary sewers which are designed to carry flows in excess of 10 million gallons per day) and treatment

of wastewater. SASD is responsible for the local collection facilities including trunk sewers with capacity of 1 million to 10 million gallons per day.

6.2.1 Existing Conditions

At the time the Specific Plan was prepared, the existing public sewer facilities adjacent to RDOSP are small sewer laterals ranging in size from 6" to 8" in diameter located along the western boundary and eastern boundary, an 18" trunk sewer located in White Rock Road approximately 300 feet west of the Rio Del Oro northwest boundary and 12" to 24" trunk sewers to the east and south in Americanos and Douglas Roads. The existing adjacent area served by public sewer is the Cordova/Sunrise Industrial Park located along the west boundary, North Douglas on the east and Sunrise/Douglas to the south of the Plan Area.

Private septic systems serve the following adjacent developed areas:

1. The Aerojet Industrial Park located on the north side of White Rock Road.
2. Security Park located southeast of the Plan Area.
3. Scattered existing residences outside the Plan Area on the east.

The existing adjacent trunk and collection facilities are not sized to convey flows from RDOSP. Two 8-inch diameter sewer pipes have been stubbed east from the Cordova/Sunrise Industrial Park along the west boundary of RDOSP (at White Rock Road and unnamed street stub 1,800 feet south of White Rock).

6.2.2 Planned Sewer Facilities

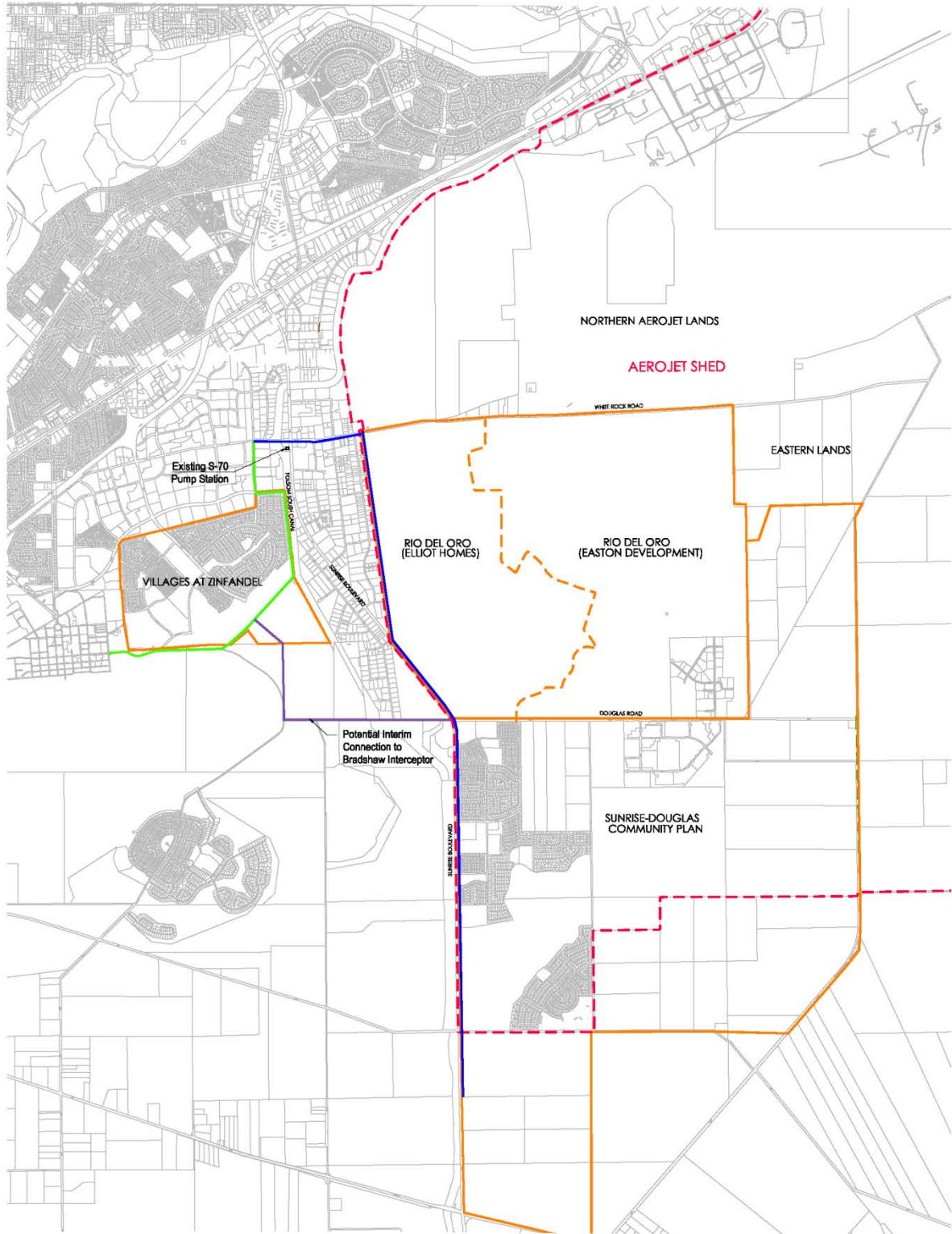
The 2013 Regional San Interceptor Sequencing Study (ISS) and 2010 SASD Sewer System Capacity Plan (SCP) indicated that the Aerojet-2 Interceptor will serve the RDOSP. The Aerojet-2 interceptor will flow north to the White Rock Interceptor, which will flow west to intersect the Bradshaw Interceptor (existing) west of the RDOSP.

All of the RDOSP will flow into the Aerojet-2 Interceptor, with the exception of the industrial land use in the southeast corner adjacent Americanos Road which will flow to the Douglas Interceptor. The ISS indicates construction of the White Rock Interceptor is in 2020 and the Aerojet-2 Interceptor is 2030. The ultimate timing for construction of these facilities is dependent upon the generation of flow within the shed. The years identified for construction are based on the current ISS. The actual construction will be based upon development growth within the Rio Del Oro shed and development growth within adjacent sheds within the Regional San service area. A large portion of RDOSP will be ready for service prior to completion of the White Rock and Aerojet-2 Interceptors. Therefore, interim facilities for portions of the area to be served are necessary. These interim facilities will flow into the existing Bradshaw Interceptor. Exhibit 6-1 displays the Overall Sewer Shed Map for the RDOSP and upstream areas. This exhibit combines the information contained in the Regional San and SASDISS and SCP, the Sunrise Douglas Sewer Master Plan and information made

available by the SASD. This exhibit identifies the proposed interceptors within and around RDOSP. Exhibit 6-2 is the Onsite Sewer Plan for RDOSP.

Development in new areas often precedes construction of permanent facilities due to Regional San requirement to have sufficient flows in the system before bringing the system online, as well as for budgetary reasons. To the extent that development of RDOSP occurs prior to extension of ultimate facilities to the northwest corner, interim offsite facilities will be required. Similarly, interim on site facilities will be needed during initial development. These facilities would consist of gravity and/or force mains to convey flows to the nearest acceptable point of connection. The Bradshaw Interceptor has been completed to the intersection of Kilgore/White Rock Roads where the White Rock Interceptor will connect. Refer to Exhibit 6-1. Initial development of the RDOSP will require construction of onsite facilities to the westerly boundary of the RDOSP where two sewer lift stations are proposed.. From the sewer lift stations, offsite sewer force main facilities will be required to convey flows to the Bradshaw Interceptor. The south lift station sewer force main will follow an alignment south along Sunrise Boulevard, west on Douglas Road then north on Zinfandel Drive to the Bradshaw Interceptor at North Mather/Baroque Drives. The north sewer lift station force main will follow an alignment north to White Rock Road then west on White Rock Road to the Bradshaw Interceptor at Kilgore Road. SASD has approved a shed shift for the Elliott Phase 1 portion of the RDOSP to sewer to an existing 18" trunk sewer in White Rock Road and flow to the existing S-70 sewer lift station. Interim 18" and 21" trunk sewers are proposed onsite to connect to proposed trunk facilities until the Aerojet-2 interceptor is completed.

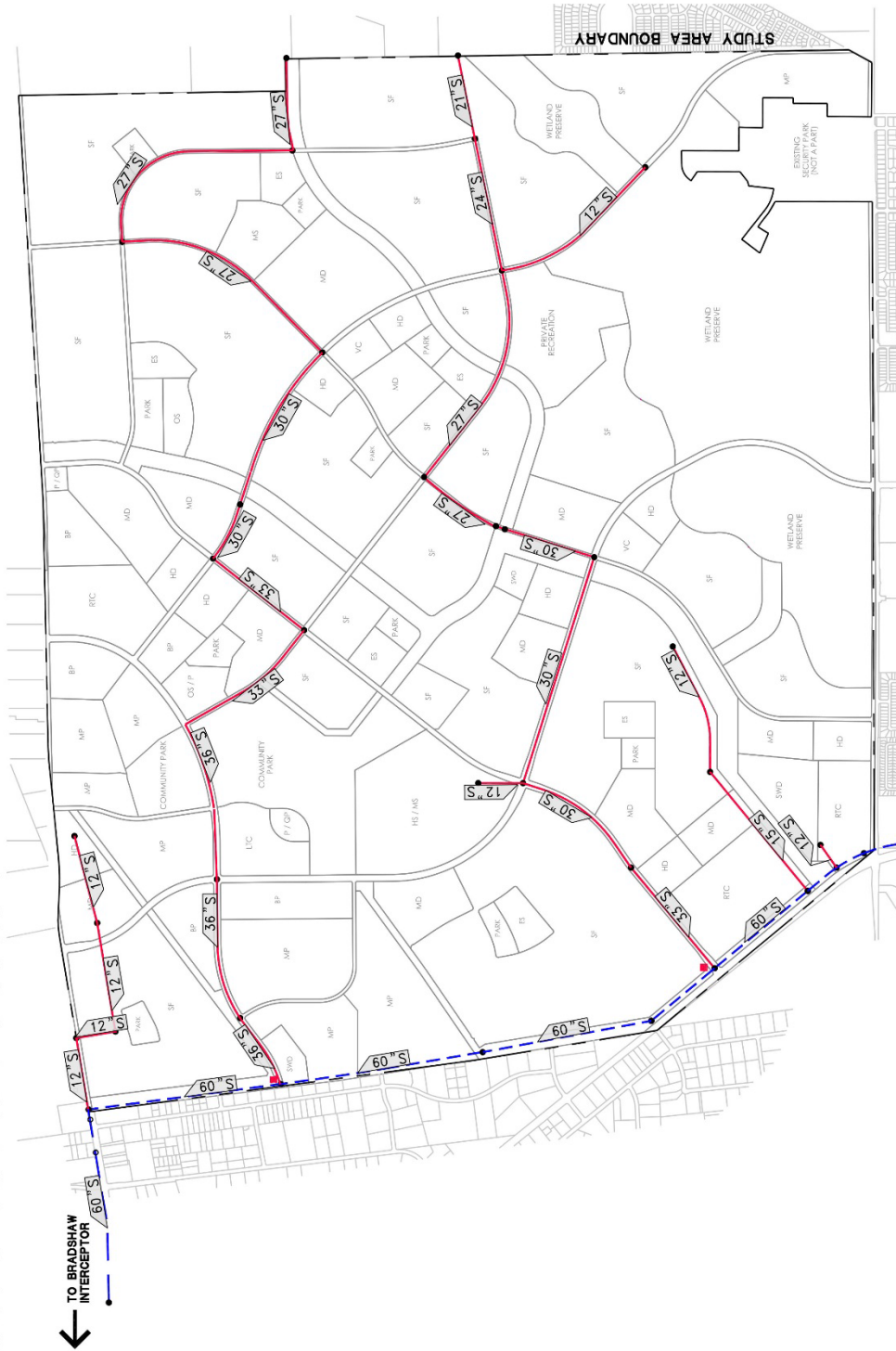
OVERALL SEWER SHED MAP RIO DEL ORO



LEGEND:

- BRADSHAW INTERCEPTOR
- FUTURE AEROJET INTERCEPTOR (REGIONAL SAN MASTER PLAN)
- - - SHED BOUNDARY (REGIONAL SAN MASTER PLAN)
- PROJECT AREA BOUNDARIES
- POTENTIAL INTERIM CONNECTION TO BRADSHAW INTERCEPTOR
- EXISTING S-70 PUMP STATION

Exhibit 6-1
Overall Sewer Shed Map
Rio Del Oro Specific Plan



**FUTURE
CORDOVA HILLS PLAN AREA**

LEGEND

- SEWER MANHOLE
EXISTING SEWER MANHOLE
LIFT STATION
EXISTING LIFT STATION
PROPOSED SEWER PIPE
FUTURE AERQUET-2 INTERCEPTOR
FUTURE WHITEROCK INTERCEPTOR

EXHIBIT 2A

Exhibit 2
On-Site Sewer Facilities Plan
Rio Del Oro Specific Plan

6.3 WATER SUPPLY AND DISTRIBUTION

The following section summarizes the information contained within the *“Rio Del Oro Plan Area Water Supply Master Plan, March 2007”*, *Rio Del Oro Master Water Study Update, October 2014* prepared by Wood Rodgers, Inc. and *Rio Del Oro Specific Plan Project Amended Water Supply Assessment, May 2006* prepared by EDAW. These documents are part of the technical studies on file prepared in support of the Specific Plan and EIR. The water system is designed to be consistent with the General Plan policies and water agencies’ standards. SCWA will serve as the water wholesaler and California American Water Company (Cal-Am) and Zone 41 will operate and maintain parts of the distribution system in the Plan Area. Proposed water transmission and distribution facilities must be developed in accordance with SCWA and Cal-Am standards for the water system improvements. Once constructed, the facilities are planned to be annexed into Zone 41 and Cal-Am.

6.3.1 Existing Conditions

Cal-Am’s Security Park service area and the SCWA Zone 41 facilities located west, south and east of the RDOSP are the only municipal water supply or distribution facility located within the vicinity of the Plan Area. Security Park is a small system fed by a single well and 1 MG storage tank located to the southeast of the RDOSP. SCWA operates the Anatolia groundwater treatment plant and wells at Mather along with storage, transmission and distribution facilities. The Cal-Am Security Park system is part of a larger franchise area contained within the Plan Area. The Cal-Am Security Park System is not capable of supplying or delivering water to the RDOSP and this area is not included as part of this report.

The SCWA Sunrise water system is located along Sunrise Boulevard north of Douglas Road west of the RDOSP. Primary demands are industrial and commercial customers. This system consists of groundwater wells, storage reservoirs, pumping stations, and a grid of 4-inch through 12-inch pipelines. The SCWA Mather Field water system is located west of the Sunrise water system and consists of the Main Base and Housing water systems. This system consists of distribution pipelines of 4-inch through 14-inch with a 16-inch transmission pipeline that was constructed to connect to the Sunrise System. Existing mains and supply facilities in the Sunrise and the Mather Field water systems are not adequately sized to wheel significant quantities of water to serve the RDOSP.

The American States/Golden State Water Company Arden Cordova Service Area (ASAC/GSWC) is north and east of the RDOSP project. The ASAC/GSWC has a connection to the Sunrise water system at Mercantile Drive and currently provides 1,700 gpm to the Sunrise system.

6.3.2 Planned Water Improvements

Montgomery Watson Harza (MWH), under contract to SCWA, prepared the Zone 40 Water System Infrastructure Plan (WSIP) (MWH, April 2006) to serve as a

steering document for both SCWA and the development community in the planning, design, and construction of major infrastructure within Zone 40. The SCWA is in the process of updating the 2006 WSIP and has provided draft information from the WSIP update for this report. The WSIP provides the water supply and major water infrastructure requirements to meet significant milestones in water supply development within Zone 40 and buildout conditions. In addition, the WSIP produced a water distribution model representative of different phases and the build-out condition that is used by adjusting the model to conditions representative for RDOSP. Lastly, the WSIP provides the assumptions needed for the water demand calculations and system design criteria used in designing the RDOSP water system.

Due to significant elevation differences across the entire RDOSP and the two service providers Cal-Am/SCWA, a preliminary pressure zone/service boundary was established that separates the RDOSP into two pressure/service areas. This pressure zone/service boundary was chosen to minimize the amount of parallel piping needed between the service districts and also neighboring customers being served by different agencies. The location of the pressure zone/service boundary line is shown in Exhibit 6-3.

The RDOSP water system has been laid out in a looping system following the major arterial street alignments for a transmission main grid that generally provides square mile loops. The transmission main sizes range from 12-inch to 36-inch diameter pipe. A 42-inch transmission main in Douglas Road has been sized to also convey demand for the Sunridge Specific Plan Area located south and east of the RDOSP. The distribution system for RDOSP will consist of 8-inch through 12-inch diameter pipes, with the 12-inch lines looping near sites that require higher fire flow requirements, such as commercial, industrial, and school sites. The size and location of the transmission mains and water supply infrastructure are shown in Exhibit 6-4.

Water storage tanks and booster pumping facility are planned as part of the WSIP for the RDOSP. The storage tanks are designed to supply the Plan Area with operational (peak flow), emergency, and fire flow demands. The storage required is calculated in MWH's WSIP. In addition to the facilities shown in the Zone 41 service area, storage tanks and booster pumping facilities are proposed at the Cal-Am service area point of connection. These tanks will supply the Cal-Am service area with peak and emergency flow. The draft WSIP identifies two (2) 1.5 MG tanks located south of White Rock Road on either Parcel 25-A or Parcel 25-D or two (2) 1.5 MG tanks to serve the Cal-Am service area. The tanks located south of White Rock Road are not exclusively sized for the RDOSP.

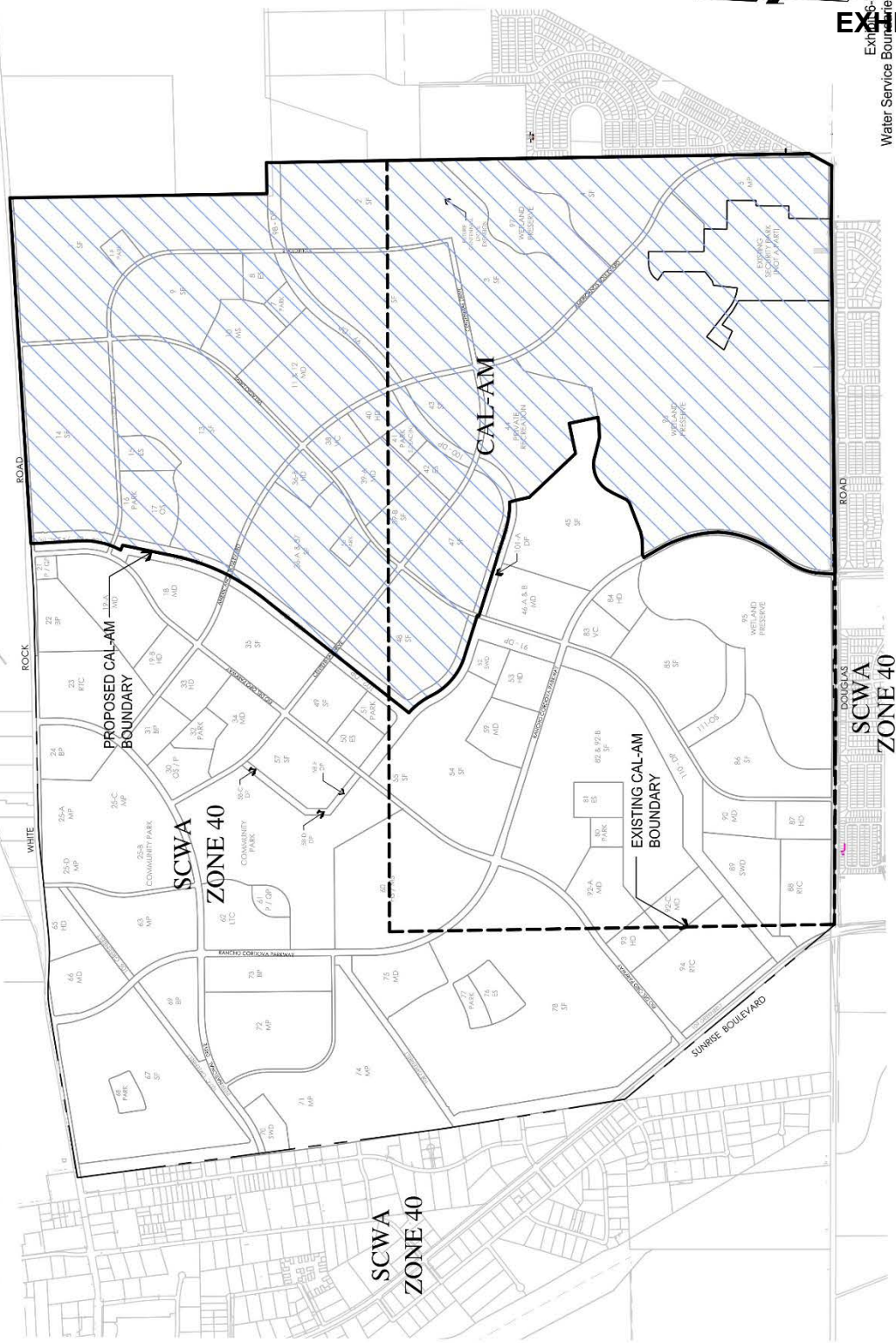
The long-term water supply source for the RDOSP will be Zone 40's Vineyard (surface) Water Treatment Plant (V-WTP). The V-WTP has multiple contracts for the supply of water. On an average year the V-WTP will have entitlements not exceeding 78,000 AF/year (48,360 gpm). Additionally, SCWA and Aerojet have entered into a 2010 Agreement under which Aerojet is transferring 8,900 afy of Groundwater Extraction and Treatment (GET) water to SCWA. Under the 2010

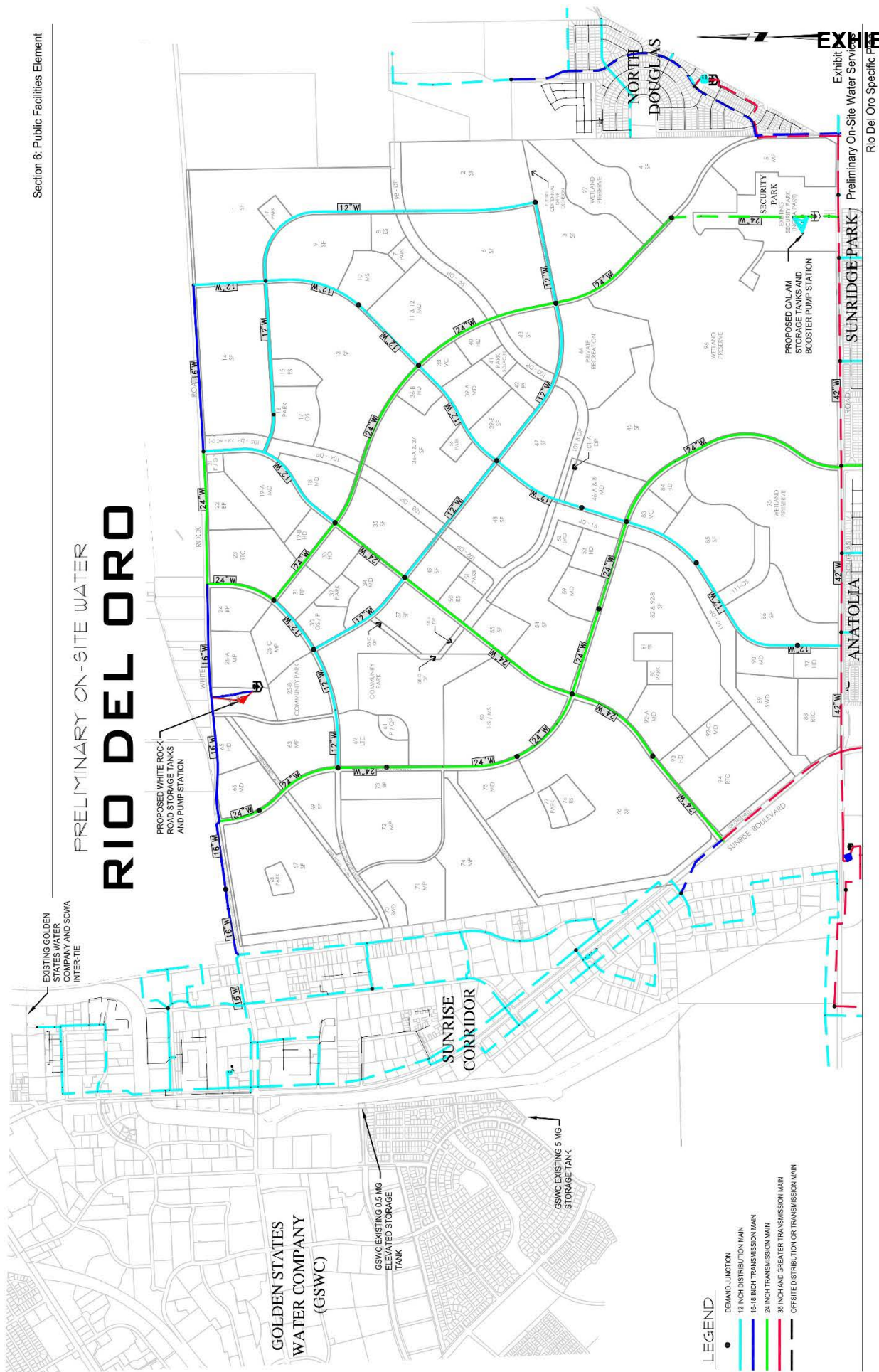
Agreement, SCWA acknowledges that the 8,900 afy will provide SCWA with sufficient available water to supply the RDOSP. The 8,900 afy, along with other available Zone 40 water, is sufficient to meet the RDOSP demand of 8,891 afy.

The SCWA has identified the Interim North Area Service Pipeline (INASP) project to deliver surface water from the V-WTP to their North Service Area which includes the RDOSP. The INASP is currently in engineering design and environmental review with planned construction in 2016. The INASP will provide an initial source of surface water until the North Area Service Pipeline (NASP) can be constructed. When the NASP is constructed SCWA will be able to serve the North Service Area with a conjunctive use water system (both groundwater and surface water). The off-site water infrastructure is shown in Exhibit 6-5.

WATER SERVICE BOUNDARIES

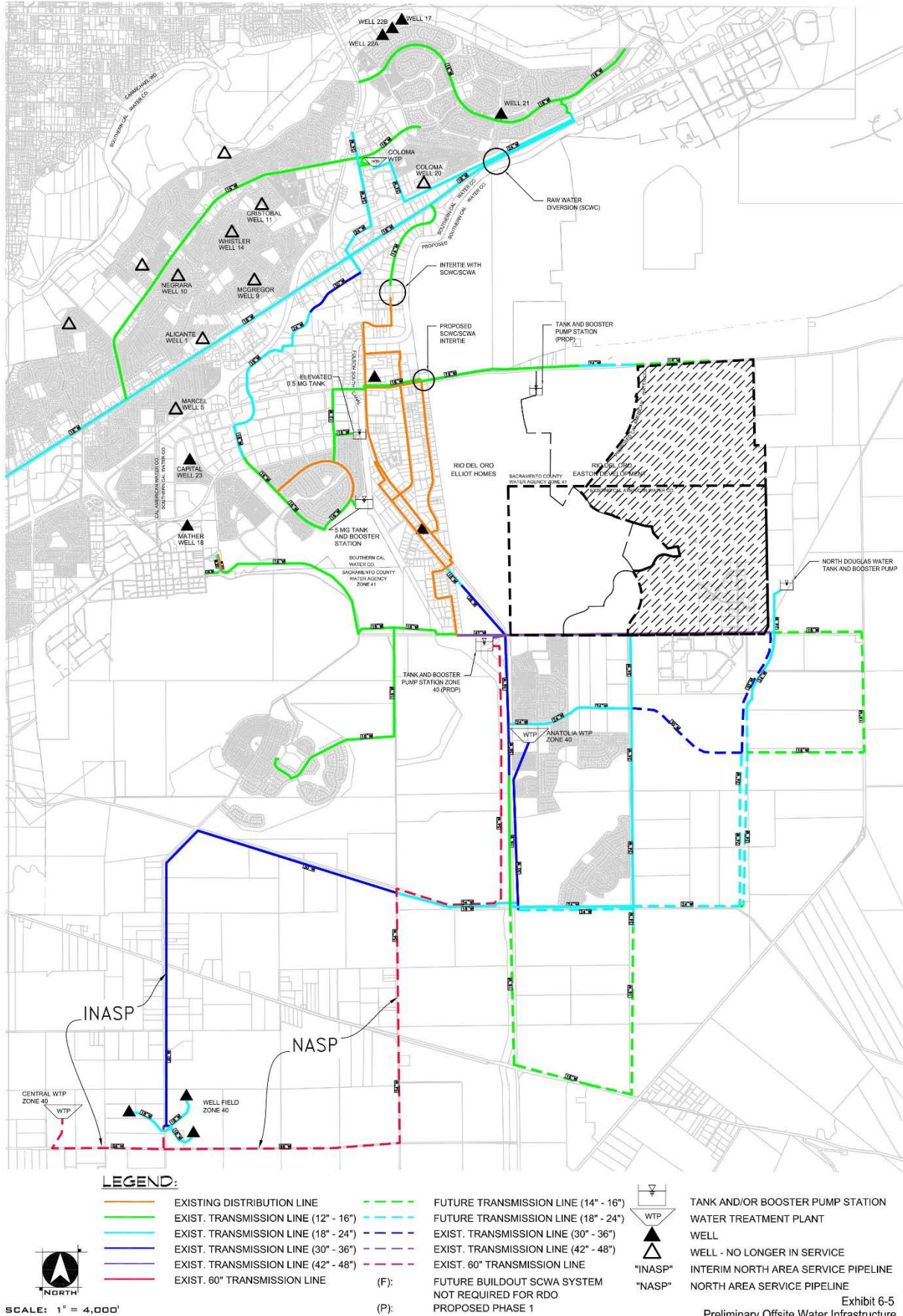
RIO DEL ORO





PRELIMINARY OFFSITE WATER INFRASTRUCTURE

RIO DEL ORO



6.4 DRAINAGE AND FLOOD CONTROL

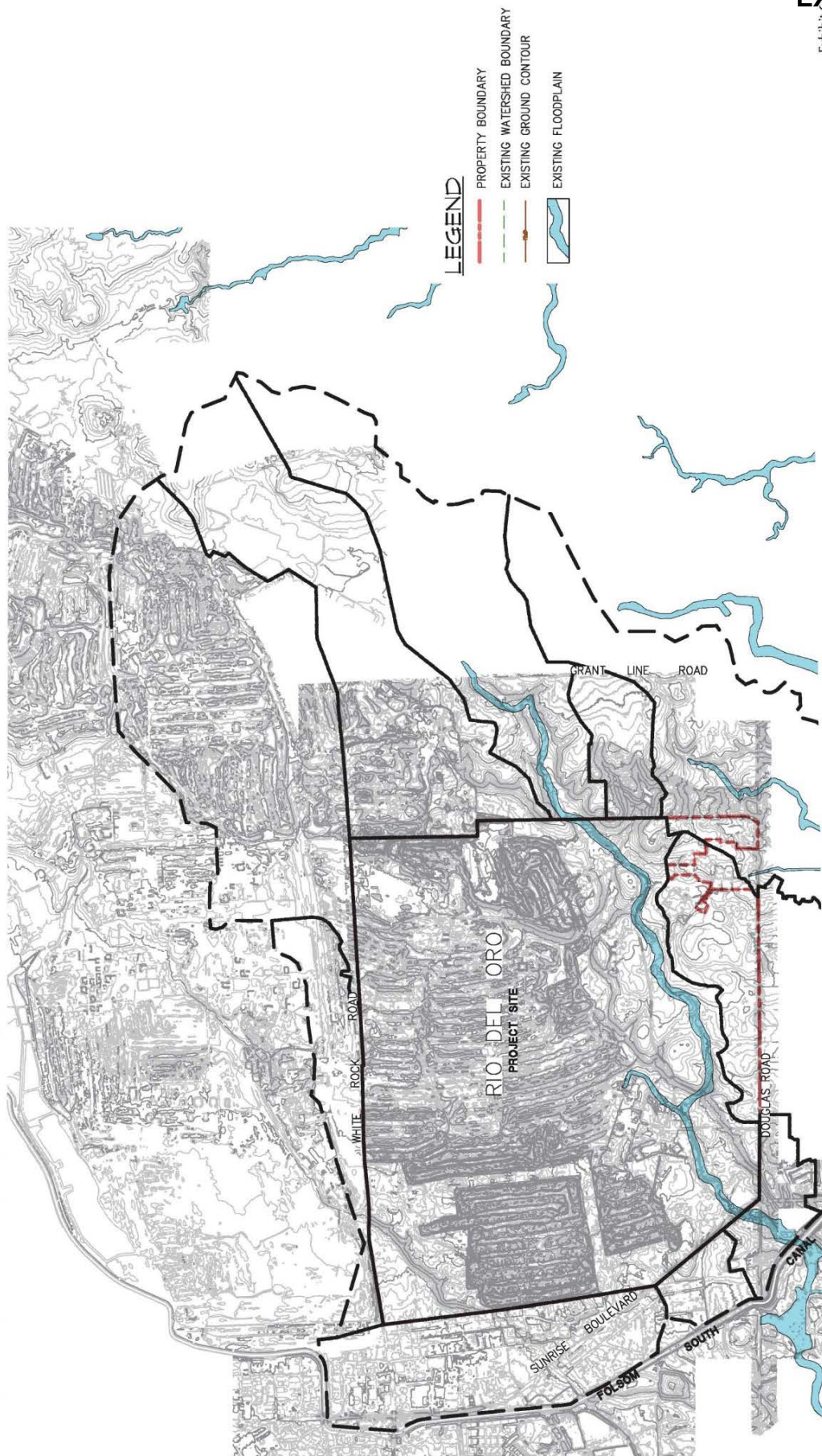
The following section summarizes the information contained within the “*Master Drainage Study Rio Del Oro, August 2005*”, the “Addendum”, October 2005, the “Rio Del Oro: North Offsite Channel Analysis, April 2006 and the Rio Del Oro Master Drainage Study Update, June 2014 prepared by Wood Rodgers, Inc. These documents are part of the technical studies on file prepared in support of the Specific Plan and EIR. The drainage system is designed to be consistent with the General Plan policies, improvement standards and Agency standards.

6.4.1 Existing Conditions

The project is located within the Morrison Creek drainage watershed. All of the tributary watersheds within the study area must cross the Folsom South Canal. Four canal crossings convey the project area runoff. Three of the crossings are over chutes of varying size, while the fourth crossing is a siphon composed of three circular culverts. The Morrison Creek stream group in the vicinity of the RDOSP has not previously received detailed study for flood insurance purposes. The County of Sacramento has studied the local hydrology and has previously developed hydrology and hydraulic models of the system. The California DWR, under the Awareness Flood Mapping program, has recently prepared area floodplain maps. Existing floodplains mapped under the Awareness program approximate possible flood conditions since they lack detailed study of stream topography. Area floodplains and project watersheds are depicted in Exhibit 6-6.

Large areas of the site have historically been mined. Mining was conducted during two periods of intense activity and was concluded in the 1950's. Both natural and improved drainage conveyances exist within the project boundaries. Offsite flows entering the site are conveyed overland and through a handful of pipe culverts that lie beneath White Rock Road. There are several intermittent drainage watercourses onsite. These are mostly present in those parts of the site that have not been disturbed by mining activity. The intermittent drainage creeks include Morrison Creek, and an adjacent overflow area to the north where flow across the site may have historically bifurcated during large flood events. A non-engineered berm along this length of the creek helps confine the majority of creek flow to the south where it feeds several small wetlands and seasonal depressions. North of Morrison Creek, there are short runs of seasonally active gullies and ditches – however the majority of overland watercourses that may have been present historically have disappeared due to mining activity.

FLOODPLAIN & WATER SHED EXHIBIT RIO DEL ORO



6.4.2 Planned Drainage Improvements

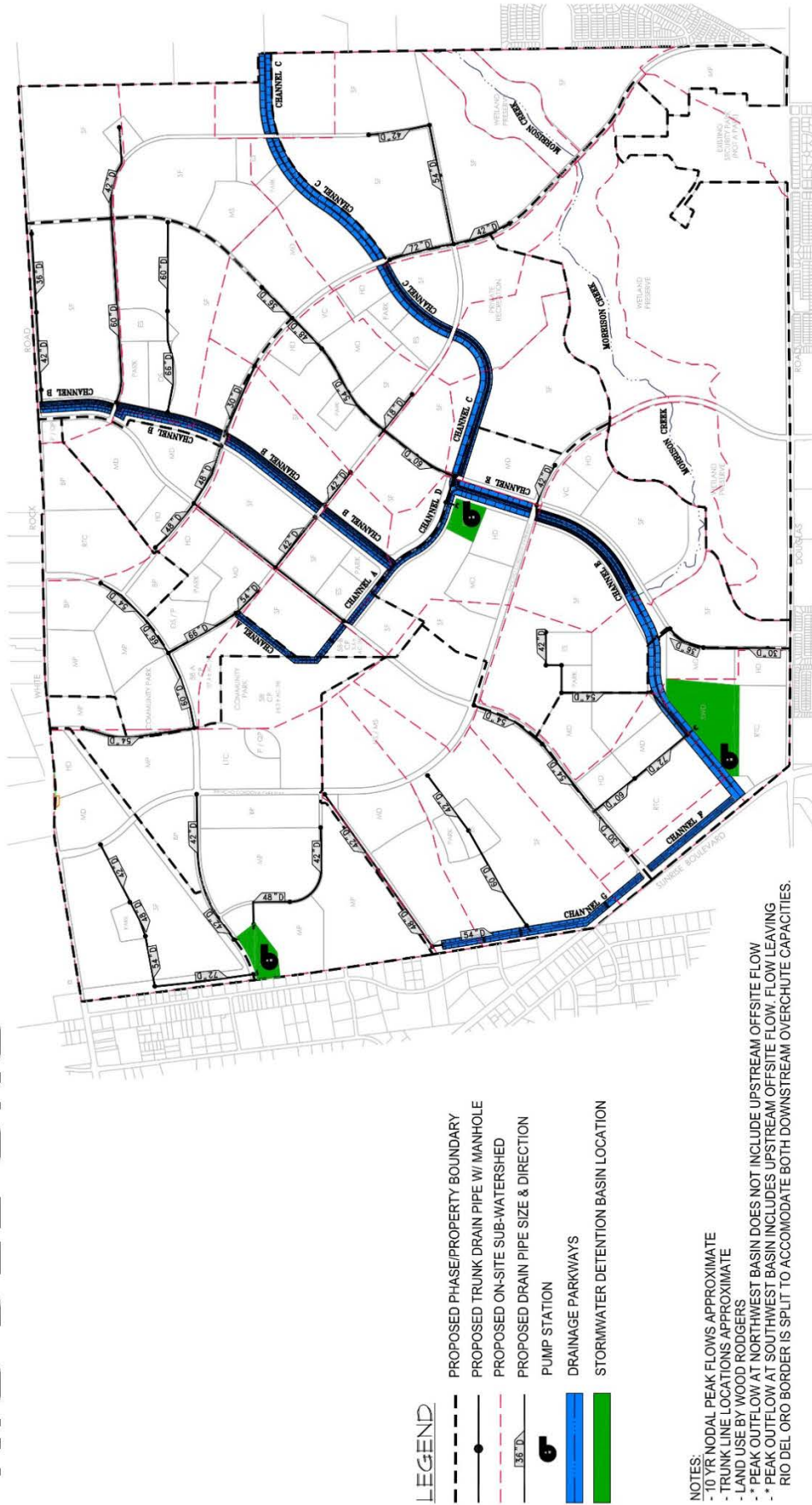
The onsite drainage system will include trunk storm drains, drainage parkways including water quality facilities and channels, detention/water quality basins, pump stations and local collection and conveyance infrastructure, Exhibit 6-7. In general, the site grading plan proposes roadway grades and land contours that facilitate effective drainage throughout the site. A network of storm drains will convey runoff either to drainage parkways, or directly to one of the proposed detention basins.

There are five drainage channels proposed for construction within the project. The channels vary in length from 4,200 feet to 7,600 feet. The channels will be constructed within drainage parkways. The width of the parkways varies from 120 feet to 300 feet depending upon the conveyance requirement. The goal of these channels is to provide an aesthetically and environmentally preferable alternative to enclosed drainage systems while maintaining effective site drainage and providing water quality facilities. The majority of historical Morrison Creek streambed through the project will be preserved as part of the site development plan. Grading and realignment is required in the eastern open space preserve to contain seasonal flows to an active channel and define the 100-year floodplain in this area. As Morrison Creek approaches the western boundary of the project, a large (26 acre) detention basin will be constructed. During smaller events, runoff will be conveyed within the channel banks while larger flows will utilize the detention basin area up to the design depth of the basin. Two smaller detention basins will be constructed, one in the central area (6 acres) and one in the northwest area (7 acres). The detention basins will be depressed below the gravity outfall elevation and require pump stations to drain the detention basin. The pump stations will have the following peak capacity in cubic feet per second (cfs); northwest=20 cfs, central=5 cfs and southwest 33 cfs.

The project proposes to include three storm water detention/water quality facilities and online BMP facilities within the drainage parkways. All runoff from the project will flow through a water quality facility prior to discharge from the site. Exhibit 6-8 depicts a conceptual illustration of the central (6 acre) storm water detention basin which is situated along the primary east – west drainage parkway. Exhibit 6-9 depicts a conceptual illustration of the large (26 acre) storm water detention located in the southwest portion of the Plan Area.

Developed watersheds will take advantage of existing downstream capacities at the Folsom South Canal crossings. Site grading will establish the proposed watershed boundaries in this manner.

PRELIMINARY ON-SITE DRAINAGE SYSTEM RIO DEL ORO



CONCEPTUAL STORM WATER DETENTION BASIN - CENTRAL

RIO DEL ORO

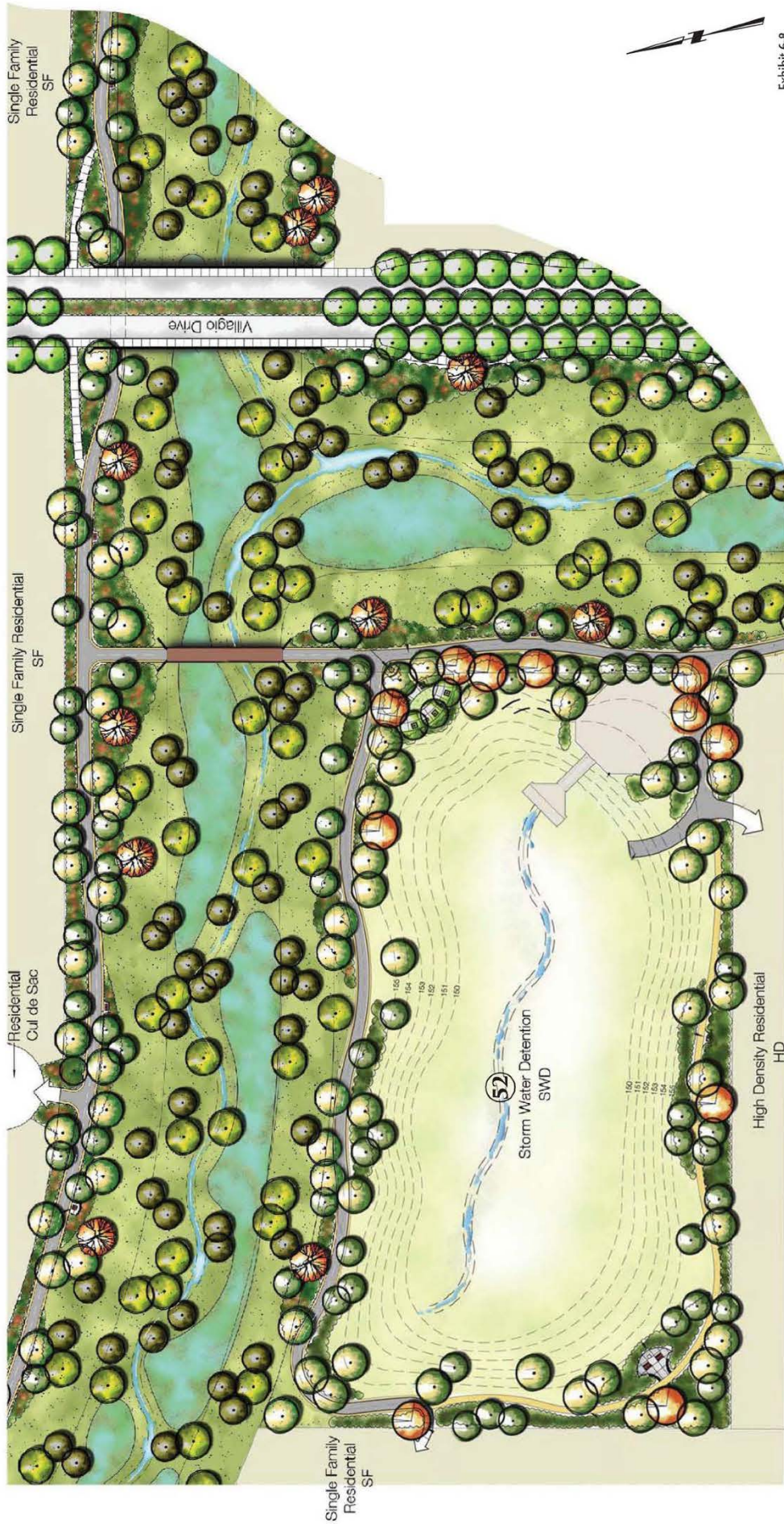


Exhibit 6-8
Conceptual Storm Water Detention Basin
Rio Del Oro Specific Plan

CONCEPTUAL STORM WATER DETENTION BASIN - SOUTH RIO DEL ORO



The grading plan allows runoff to be collected throughout the site, minimizing the need for lengthy trunk pipe systems to deliver storm water to detention and water quality treatment facilities. The capacity of Folsom South Canal crossings and upstream conveyances governs the hydraulic design of the project. The project proposes to direct site runoff to the four Folsom South Canal crossings corresponding to each of the project watersheds. Detention facilities along each of these four watersheds will detain flows to the capacity of the Folsom South Canal crossing.

6.5 SOLID WASTE DISPOSAL

6.5.1 Existing Conditions

Allied Waste Services provides pickup and disposal of solid waste in the Rancho Cordova area. Services include refuse transfer, residential refuse collection, refuse disposal, and resource recovery. The City of Rancho Cordova and Allied Waste Services encourage diversion from the Kiefer landfill as a key method of extending the life of the landfill.

6.5.2 Planned Solid Waste Disposal Program

Solid waste is generated at an average per capita rate of six pounds per day. Under the direction of AB 939, the county-wide County Integrated Waste Management Board (CIWMB) requires recycling programs, which are expected to result in a 50 percent diversion away from landfills, thereby extending the life of the landfill.

Based on the CIWMB's generation rates, the total residential and business solid waste generation for the RDOSP would be approximately 29,720 tons per year at buildout. Much lower generation rates would occur at project initiation, with gradual increases in the rate as development progressed. The Kiefer Road Landfill has approximately 117 million cubic yards of available capacity, which is estimated to last for 40 years. This landfill has sufficient permitted capacity to accommodate solid waste disposal needs for the RDOSP.

6.6 DRY UTILITIES

The following section describes the existing public or "dry" utilities in the vicinity of the RDOSP area, including electricity, natural gas, and telecommunications (i.e. telephone and cable). Each of the utility service providers listed has indicated that adequate infrastructure exists or can readily be extended to serve the RDOSP area.

6.6.1 Electrical Power

Sacramento Municipal Utility District (SMUD) currently provides electricity to the area and operates existing substations and overhead power lines in the area. New 69 kilovolt (Kv) power lines will be extended to serve the RDO area and 2 additional substations will be constructed in the RDO area. Additional power

lines and facilities will be installed by SMUD as demand requires. See Exhibit 6-10 for the anticipated locations of the substations and 69 Kv lines.

6.6.2 Natural Gas

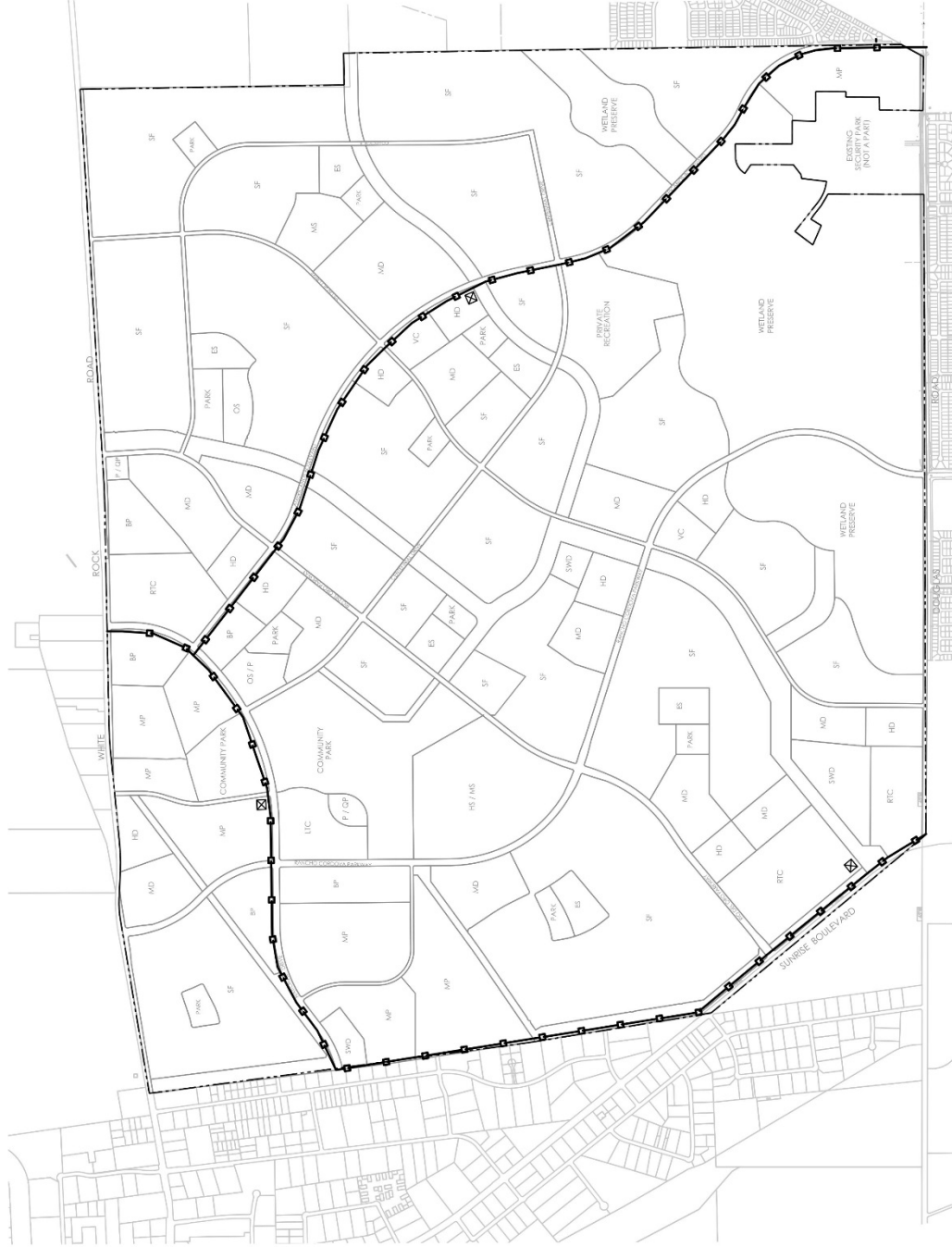
Pacific Gas & Electric (PG&E) currently provides natural gas in the vicinity of the RDO plan area. PG&E will extend gas pipelines and construct facilities to serve the RDO plan area as the development occurs.

6.6.3 Telecommunications

AT&T has existing underground and overhead telephone service in the vicinity of the RDO plan area. AT&T will extend lines and construct facilities to serve the RDO plan area as the development occurs. One or more private cable television companies may provide service to the Plan Area. The appropriate providers will review delivery of telecommunication and cable television services to individual projects.

ELECTRICAL FACILITIES

RIO DEL ORO



LEGEND

— 69 kV ELECTRIC LINE

☒ SUBSTATION

7 PUBLIC SERVICES ELEMENT

7.1 PURPOSE

The Rio Del Oro Specific Plan (RDOSP) will provide public services necessary to meet the needs of the Plan Area residents, in accordance with the policies of the City of Rancho Cordova's General Plan. Phasing and financing obligations relating to public services are outlined in the Implementation and Administration Element, Section 8, of this Specific Plan. Full details of the phasing and funding will be adopted as part of the Tier 2 entitlements. Table 7-1 summarizes the public service providers to the Plan Area.

Table 7-1 Public Service Providers

Utility	Provider
<i>Parks and Recreation</i>	<i>Cordova Recreation and Park District or City of Rancho Cordova</i>
<i>Fire Protection</i>	<i>Sacramento Metro Fire Department</i>
<i>Law Enforcement and Protection</i>	<i>City of Rancho Cordova Police Dept.</i>
<i>School District</i>	<i>Folsom-Cordova Unified</i>
<i>Library</i>	<i>Sacramento Public Library System</i>

7.2 PARKS AND OPEN SPACE

Rio Del Oro is located within the Cordova Recreation and Park District (CRPD), which encompasses approximately 75 square miles of land. The RDO Parks and Recreation Master Plan provides for a full range of recreational opportunities including active and passive parks, natural open space and parkway corridors. The parks and open space program is structured to provide a distribution of facilities to meet the needs of future residents of the Plan Area.

The standards for parks and open space in the City are set forth in the policies in the Open Space, Parks and Trails Element in the City's General Plan, the City's Open Space Guidelines, in standards set forth by CRPD for parks and open space dedication, and in City ordinances implementing park dedication requirements. The combination of these policies is aimed to provide an integrated parks and open space system for the community at large, and includes three parks and open space categories: Quimby parks, Community Places, and Green Infrastructure. Combined the CRPD and City standards require: (1) five acres of parks per 1,000 residents to meet Quimby requirements, comprised of Community Parks and Neighborhood Parks, and; (2) 1.00 acre per 1,000 residents for Community Places (CP) to meet City Open Space Guideline requirements which is intended to provide smaller, dispersed local recreation opportunities (e.g. plazas, neighborhood greens, paseos), but may also be combined with other proposed parks. In the Rio Del Oro Plan, the City Council expressed a strong desire for a significantly sized, large Community Park, and

therefore a portion of the Community Places requirement (15.73 acres) is added to that facility to provide a total of 121.50 acres.

The third category, Green Infrastructure, is provided in conjunction with meeting functional requirements of developing a master plan area (e.g. providing connectivity or flood control). This Open Space category includes bike and pedestrian trails, landscape corridors, green streets, greenbelts, and drainage parkways. There is not a specific measurable standard for Green Infrastructure.

The City, CRPD and the developers have implemented the foregoing standards in a manner that meets the requirements, goals and objectives of the General Plan policies, the CRPD requirements and City ordinances. Table 7-2 details the park and open space dedication requirements that shall govern the Rio Del Oro Specific Plan. Table 7-3 provides a summary of the allocation of parks and Community Places provided in the Plan Area.

Exhibit 7-1 designates the specific location of the major park facilities, providing a total of 163.57 acres of Quimby Park land and 32.36 acres of Community Places. The total acreage provided in the Rio Del Oro project for park dedication is 195.93 acres, which is 1.74 acres in excess of the total Quimby Park and City Open Space dedication requirements. Rio del Oro has been planned to dedicate Quimby and City Open Space lands in full. Both Quimby park land dedications and City Open Space dedications have been calculated on a Specific Plan area wide basis. Future tentative maps in areas where parks are not indicated on the specific plan exhibits are not subject to further dedication requirements or in lieu fee payments.

Table 7-2 Quimby Park and Community Places Requirement

Type	Required Ratio (acres/population)	Required Acreage ¹ (acres)
Active Parks: Quimby Requirement	5.0/1000	161.83
Community Places	1.0/1000	32.36
TOTAL		194.19

¹Notes: Required acreages is based on the population calculation below:

Type of Dwelling Unit*	No. of Units	PPH*	Population
Single-Family	9,641	2.95	28,441
Multiple Family (7+units)	2,548	1.54	3,924
Total	12,189		32,365

*Type of dwelling unit and PPH (population per household) factors are derived from City of Rancho Cordova Ordinance No. 53-2004. Medium Density Residential is assumed to be all single-family.

Table 7-3 Summary of Provided Parks and Community Places

Rio Del Oro Parks/OS	Quimby 5+ Acre Parks	Community Places 1.0/1000	Total Acres
Neighborhood Park (Parcel 1F)	5.00		5.00
Neighborhood Park (Parcel 7)	5.00		5.00
Neighborhood Park (Parcel 16)	10.20		10.20
Neighborhood Park (Parcel 32)	7.00		7.00
Neighborhood Park (Parcel 41)	5.00		5.00
Neighborhood Park (Parcel 51)	5.00		5.00
Neighborhood Park (Parcel 56)	5.00		5.00
Neighborhood Park (Parcel 68)	5.20		5.20
Neighborhood Park (Parcel 77)	5.40		5.40
Neighborhood Park (Parcel 80)	5.00		5.00
(New)Subtotal Neighborhood Parks	57.80		57.80
Community Park (Parcel 58) ⁽¹⁾	57.66	6.61	64.27
Community Park (Parcel 58-A)	18.24	9.12	27.36
Community Park (Parcel 58-B)	5.60		5.60
Community Park (Parcel 25B)	24.27		24.27
(New)Subtotal Community Parks	105.77	15.73	121.5
Total Parks	163.57	15.73	179.30
Community Places (CP):			
Urban Plaza (Parcel 94)		1.00	1.00
Neighborhood Greens ⁽²⁾ (Location TBD with tentative maps)		15.63	15.63
(New)Subtotal Community Places		16.63	16.63
Total Provided Acreage	163.57	32.36	195.93
Requirement for Quimby and CP Total	161.83	32.36	194.19
Surplus (Deficit) Acreage	1.74	0.00	1.74

Notes:

⁽¹⁾ The total acreage of the Community Park is 121.5 acres. Drainage corridor adjacent to the Community Park is not included.

⁽²⁾ Individual sites will be located at the time of Small Lot Tentative Subdivision Maps

7.2.1 Active Park Facilities

Active parks include the centrally located Community Park and 10 Neighborhood Parks. The following provides a general description of each facility type. Exhibit 7-2 demonstrates the distribution of the park facilities based upon the walking contours of ½ mile for neighborhood parks as discussed by the City's General Plan. It illustrates that almost the entire RDO Plan area is within a ½ mile of a park facility.

7.2.1.1 Community Park

The Rio Del Oro Community Park is the primary central element for the Plan Area and will serve as a destination for the entire community. The CRPD classification for Community Parks is a minimum of 15 acres in size and has a service area of 0.75 to 1.50 miles. The Community Park provides a significant element of the Village Core, incorporating the adjacent high/middle school and the Local Town Center. The Community Park will be designed to accommodate a wide variety of active, passive and cultural uses, including community-wide events such as sports tournaments, 4th of July celebrations, City fairs or markets, and other public gathering events. The Community Park will be designed using a participatory process including community outreach to accommodate a wide variety of active, passive, and cultural uses. The CRPD Master Plan also suggest uses for Community sized Park facilities and directs that the park be designed using a public participation process with substantial community outreach.

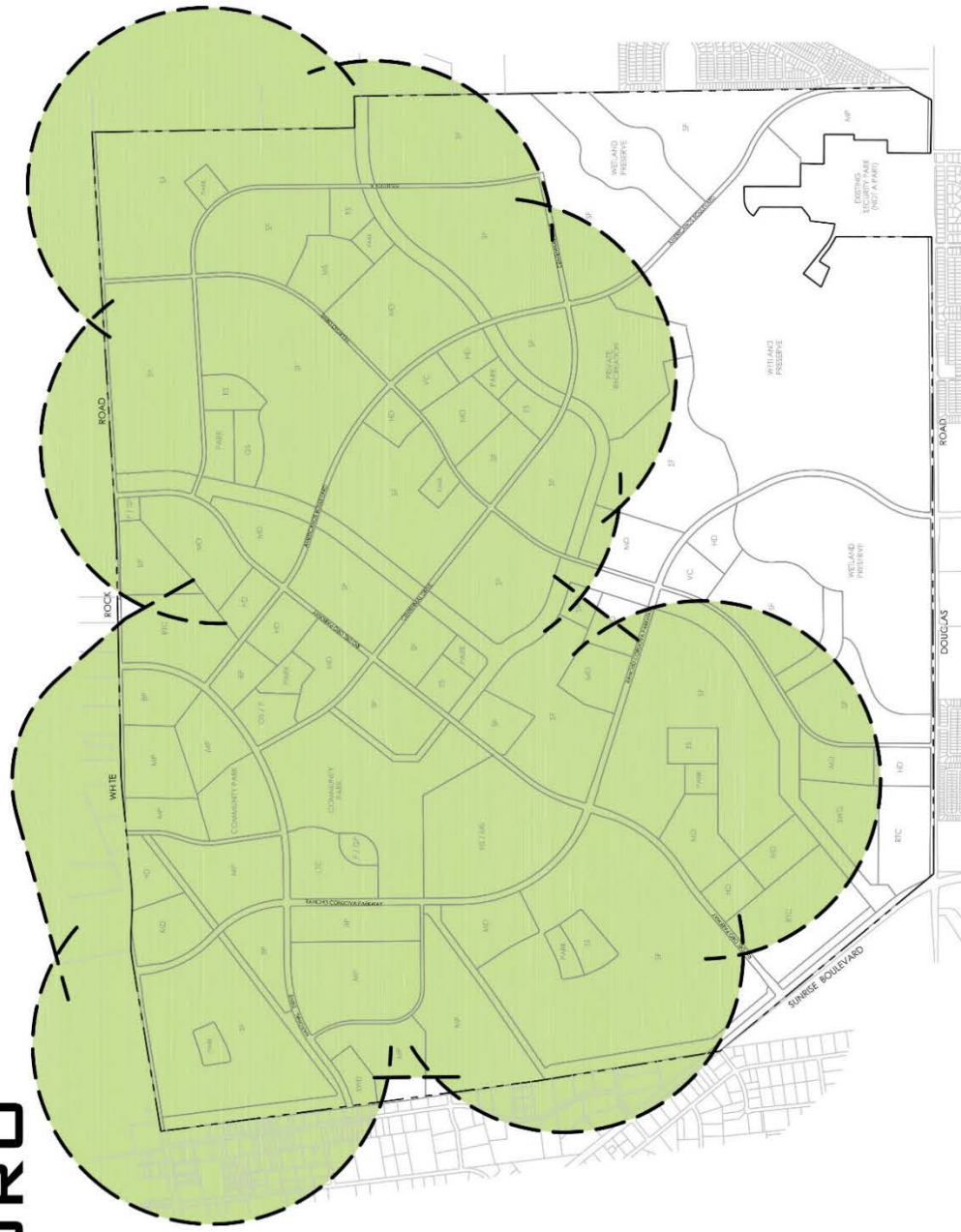
The Community Park includes Parcels 25-B, 58, 58-A, and 58-B providing a total of 121.5 acres of park space. This acreage does not include the 5.1 acres of Drainage Parkway that borders the easterly edge of the Community Park that provides a buffer to the single-family residential on Parcel 57. As illustrated by Exhibit 7-1 the Community Park site is centrally located. Exhibit 4-5 illustrates a number of bike trails that radiate from the Community Park out into the Plan Area.

WALKING CONTOUR MAP

RIO DEL ORO

LEGEND

1/2 MILE RADIUS AROUND PARK FEATURE



7.2.1.2 Neighborhood Parks

Neighborhood Parks are located so that they are central features in each neighborhood. The CRPD classification for Neighborhood Parks is a desired size of 5 to 15 acres and a service area of $\frac{1}{4}$ to $\frac{1}{2}$ mile. Most of the proposed parks are co-located with an elementary school and range in size from 5 to 10 acres. Amenities may include, but not be limited to play areas, sports fields/courts and picnic areas as depicted in the conceptual illustration of a Neighborhood Park, Figure 7-3. Final park design, amenities and improvements will be determined by CRPD and the City of Rancho Cordova.



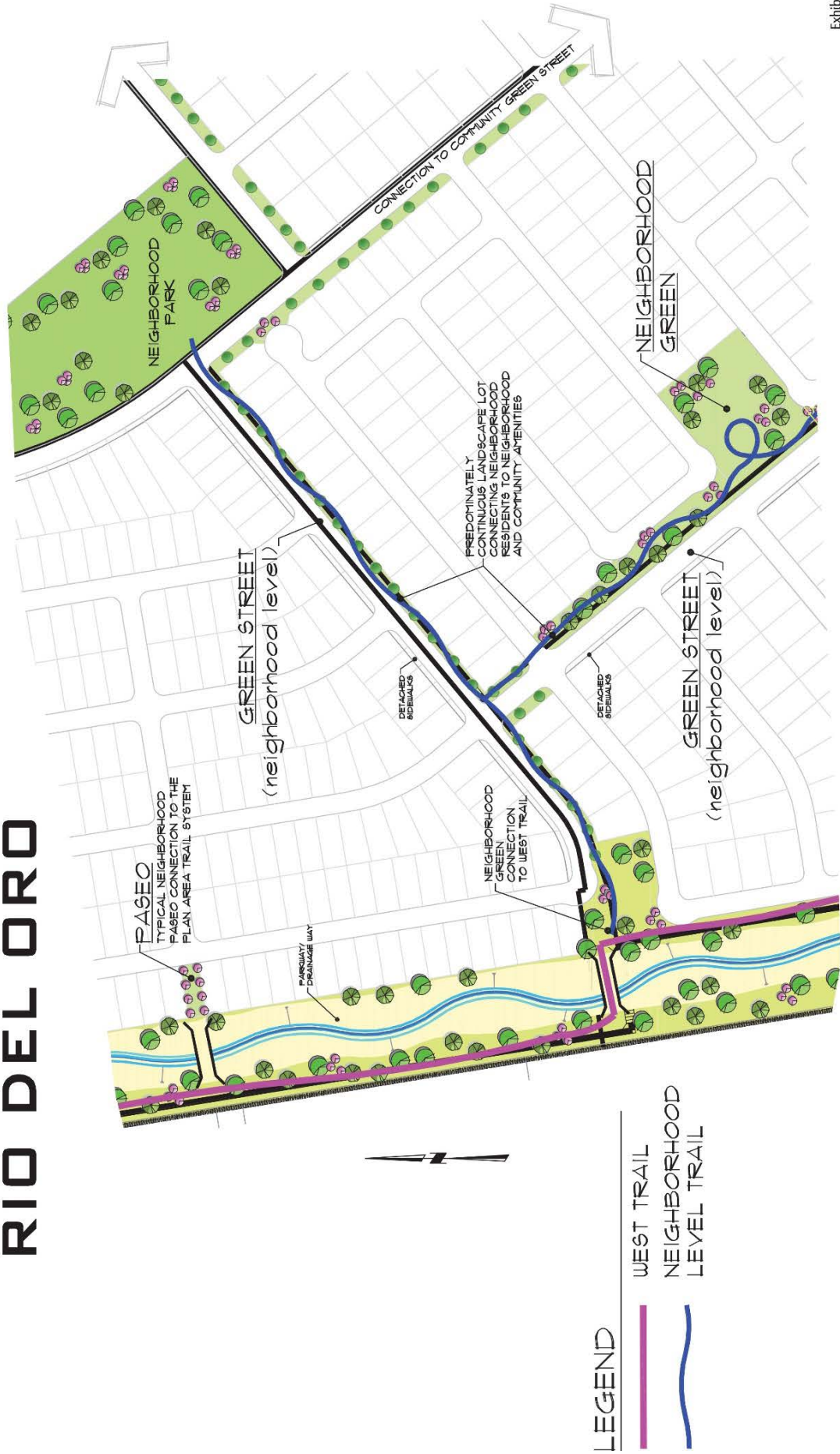
Exhibit 7-3 Illustrative Concept of Neighborhood Park

7.2.2 Open Space

The City's Open Space Guidelines call for an open space system comprised of "Community Places" and "Green Infrastructure." **Community Places** are defined as neighborhood greens, urban plazas, community gardens, and community-wide open space. **Green Infrastructure** is defined as bike & pedestrian trail systems, green streets, and detention basins or drainage parkways. The RDOSP is consistent with the City's Open Space Guidelines and includes a system of open space areas

that connect all parts of the community and provide opportunities for passive and neighborhood-based recreation. Exhibit 7-4 provides a conceptual illustration of how an individual subdivision can be designed to provide both **Community Places** (e.g. neighborhood greens, urban plazas) where local residents can conveniently walk to, or **Green Infrastructure** (e.g. paseo connections to the community-wide trail system, green streets or separated walks, or drainage parkways) that can provide connectivity through the community and linkages that will encourage pedestrian and bicycle travel. Larger facilities that serve the RDO community, such as Detention Basins or Drainage Parkways, are identified on Exhibit 7-1.

CONCEPTUAL NEIGHBORHOOD LEVEL OPEN SPACE RIO DEL ORO



• **Community Places**

As shown in Table 7-2, the requirement for 1 acre per 1,000 residents for Community Places results in the need for 32.36 acres of additional green space. Approximately half of this additional green space is utilized to augment the size of the proposed Community Park, and half is distributed throughout the Plan Area as Community Places to provide neighborhood gathering spaces. The proposed Community Places sites are identified on Exhibit 7-1, including an Urban Plaza on Parcel 94 Regional Town Center. The exact size and location of Community Places will be determined with the tentative subdivision maps or preliminary site plans.

Community Places are envisioned as intimate neighborhood scale spaces that evoke a feeling of leisure. Ranging approximately $\frac{1}{2}$ to 2 acres in size, Community Places serve as a walkable gathering place for neighborhood residents and may be square, circular or linear in shape. Community Places may be partially bounded by streets and are encouraged to interface with green streets and paseos. Exhibit 7-5 illustrates the elements that may be included in Community Places: pedestrian pathways, grassy mounds, bicycle parking, barbecues, drinking fountains, lighting, play features, public art, community gardens, shade and signage.



Exhibit 7-5 Illustrative Concept of a Community Place

7.2.2.1 Green Infrastructure

Green Infrastructure includes landscape corridors adjacent to streets with trails, greenbelts, green streets with separated sidewalks, paseos, open space nodes, drainage parkways and related features. The RDO land use plan includes significant acreage of Green Infrastructure that will add value to the RDO community and provide attractive, aesthetically pleasing pedestrian and bike corridors. These open space features, such as paseos and green streets with separated sidewalks, are encouraged to be identified and incorporated into individual neighborhood designs as part of the tentative subdivision map process as a method of providing linkages to park facilities and the community-wide trail system

Most open space designated within the Plan Area will be accessible to the public and will provide a community-wide and potentially a regional benefit. Some open space areas, specifically the wetland preserve in the southern portion of the Plan Area, will have restricted public access. The following summarizes the primary elements of the RDO open space system.

Expanded landscape corridors are utilized adjacent to roadways to enhance the pedestrian experience by providing connections for connect pedestrians to destination locations within the Plan Area in a visually engaging way that buffers or restricts the interaction between pedestrians and automobiles.

Landscape Corridors are considered green streets when they are located along arterial/secondary roadways within a landscape corridor of 15 feet or greater. Consistent with the RDO Development Standards and Design Guidelines, boundary walls along these roadways shall incorporate frequent breaks that coincide with street intersections, open-end cul-de-sacs and trail connections to enhance pedestrian connectivity. Where



Community level green streets dedicate landscape corridors of 30 feet or more creating a visually appealing pedestrian experience.

appropriate, rear accessed housing may front onto 2 and 4 lane roadways to further enhance pedestrian connectivity. Green streets with separated sidewalks that are included in the Specific Plan are Rancho Cordova Parkway, Rio Del Oro Parkway, Americanos Drive, International Drive, Centennial Drive and Villagio Drive.

Urban level streets enhanced landscaping may be found in the Village Centers as well as the Local and Regional Town Centers. These “green” streets may employ the use of sidewalk furniture, including benches, in-ground and aboveground planters to restrict pedestrian and automobile

interaction in lieu of more traditional parkway strips. The Town Centers may serve as a beginning or ending point for well-landscaped streets so long as the overall goal of connecting pedestrians to destination locations within the Plan Area is maintained. Residential land uses abutting town centers may create urban level enhanced landscape streets by fronting alley loaded or other rear accessed housing towards the abutting town center to create a pedestrian friendly urban village atmosphere. Urban level enhanced landscape streets will be determined at the individual tentative map or design review level.



Street lighting, benches, in-ground and above ground planters provide a barrier between pedestrians and automobiles while creating an urban feel to the streetscape and allowing for a higher capacity sidewalk.
Photo Source: Slate.com

Neighborhood level “green” streets provide connections to Plan Area/ neighborhood amenities or to community/ urban level “green” streets. Techniques to create neighborhood level green streets can include fronting alley loaded or other types of rear accessed housing on roadways and dedicating predominantly continuous landscape lots to pedestrian uses. Exhibit 7-4 illustrates a typical green system at the neighborhood level. Neighborhood level green streets are designated as part of the individual tentative map.

- ***Drainage Parkways & Greenbelts***

Drainage Parkway and Greenbelts are the pedestrian and bicycle oriented open space corridors traversing the Plan Area, designed as dual use to restore and direct drainage flows that have been significantly altered over time by mining operations. The Drainage Parkway and Greenbelts are wide corridors which have been located to



provide a transition between residential and employment uses. The result is a collection of corridors designed to provide a facility for storm water conveyance, water quality treatment detention, and the opportunity for

groundwater recharge, as well as providing pedestrian and bicycle corridors which link the Plan Area and provides access to parks and public facilities.

Each of the Drainage Parkways and Greenbelts have a trail system to provide linkages to every area of the community as depicted in the Bikeway Exhibit 4-5 located in the Circulation Element. Because of the alterations made in the terrain for the former mining operations, significant grading will be required to re-create the drainage corridors and provide 100-year flood protection. The shape and slope of the Drainage Parkways and Greenbelts vary in width from 250 to 300' to create a more natural appearance. Refer below to Exhibit 7-6 for a depiction of a typical Drainage Parkway and Greenbelt cross section and to the Development Standards and Design Guidelines, Appendix A, for the landscape design criteria. Predominantly native plant species shall be utilized with the riparian area.

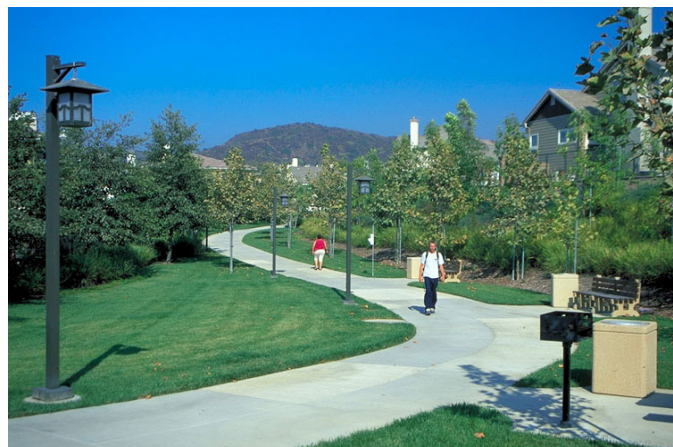


10' Wide Asphalt —
Meandering Bicycle/
Pedestrian Trail, flanked by
2' shoulder

**Exhibit 7-6: Drainage Parkway and
Greenbelt Cross-Section**

7.2.2.2 Paseos

Paseos in the Plan Area are neighborhood scale open space amenities which provide pedestrian and visual linkages within the immediate area and potentially to community-wide trail systems. Paseos should include a pedestrian path and provide multiple convenient access points to facilitate use as an alternative to the vehicle. A typical paseo at the neighborhood level is depicted in Exhibit 7-4. Paseo locations will be designated as a part of the individual neighborhood subdivision maps and will provide connections depicted in the Bikeway and Trails Plan, Exhibit 4-5.



- ***Landscape Corridors***

As defined in Section 4, Circulation Element, significant landscape corridors are provided along all arterial roadways with separated walkways. At key entry points into the community, these landscape corridors are expanded to allow more extensive landscaping, theme signage and other features, such as project gateways, as discussed in the RDO Development Standards and Design Guidelines Appendix A. Where landscape corridors are adjacent to parks or open space, they shall be blended into these facilities and included as part of the park or open space acreage. On-going maintenance may be funded through a Community Service Area (CSA), Community Services District (CSD), Community Facilities District (CFD) or other special district, or may also be HOA maintained.

7.3 FIRE PROTECTION SERVICE

The Plan Area is located within the Sacramento Metro Fire Department (SMFD) service area. The SMFD provides fire protection services, fire suppression, inspection, plan checking, emergency transportation and medical and rescue services to the unincorporated portions of Sacramento County and the City of Rancho Cordova. It is the largest fire district in Sacramento County and operates 42 stations, 7 which serve the City of Rancho Cordova. Currently, primary response to emergency calls from within the Plan Area are handled by the Fire Station 66 located at 3180 Kilgore Road, approximately 1 mile west of the northwestern portion of Plan Area bordering White Rock Road. This station handles most types of fires within the area, including structure and wild fires and also responds to medical emergencies with Emergency Medical Technicians (EMTs). The Station 68 Site is located at 4381 Anatolia Drive, southwest of the intersection of Sunrise Boulevard and Chrysanthy Boulevard approximately 1 mile south of the Plan Area. The construction of this station has not been determined due to funding constraints, but if it is built it could provide fire service to the Plan Area. Additional fire stations and/or administrative facilities are being planned within the Specific Plan Area.

7.3.1 Planned Fire Protection Program

Based on SMFD staffing standards, one fire fighter per 1,000 residents is required, generating a total of 31 firefighters needed for RDOSP. SMFD identified the need for one 2.5-acre fire station site to be located within the Plan Area. The preferred location is near the intersection of Rio Del Oro Parkway and Centennial Drive, as shown on Exhibit 7-7. However, SMFD may select an alternative site if the development timing does not facilitate the construction of a centrally located fire station to ensure adequate response time to the homes and businesses constructed in earlier phases. The preliminary location of an alternative site is shown on Exhibit 7-7 on Rio Del Oro Parkway east of Sunrise Boulevard. A fire station will be allowed as a permitted use. The underlying zoning of single family (SF) and medium density (MD) will remain in both locations.

7.4 LAW ENFORCEMENT AND PROTECTION

The Plan Area receives law enforcement services from the City of Rancho Cordova Police Department, which are contracted through the County of Sacramento Sheriff Department. The police department is located at 10361 Rockingham Drive, approximately 3.5 miles southwest of the Plan Area.

7.4.1 Planned Police Protection Program

Law enforcement for the Community will be provided entirely by City of Rancho Cordova Police Department. The City's goal for staffing standards is 1.1 officer per 1000 residents and one support staff member for every 3 officers, approximately 36 officers and 12 support staff are required to serve the Community portion of Plan Area.

Site design considerations to incorporate ideas of defensible space are addressed in the Design Guidelines and Development Standards, Appendix A. Concepts include reducing opportunities for crime to occur through employing physical design features that discourage crime, while also encouraging legitimate use of the environment.

7.5 LIBRARY FACILITIES

The Sacramento Public Library administers library facilities. The Library operates a main branch, 27 branch libraries and mobiles that service the entire County, excluding the City of Folsom. The nearest existing library facility to the Plan Area is the Rancho Cordova Community Library, located at 9845 Folsom Boulevard, approximately 5 miles northwest of the Plan Area.

7.5.1 Planned Library Program

The Plan Area development will fund library facilities in the Plan Area. Library is a permitted use in the P/QP land use category.

7.6 SCHOOLS

The Plan Area falls within the Folsom Cordova Unified School District (FCUSD) as shown on Exhibit 7-7. Folsom Cordova Unified School District provides service to approximately 18,000 students and covers an area spanning from the City of Rancho Cordova to the City of Folsom. There are currently 19 elementary schools, four middle schools and two high schools in the District.

7.6.1 Student Generation and School Requirements

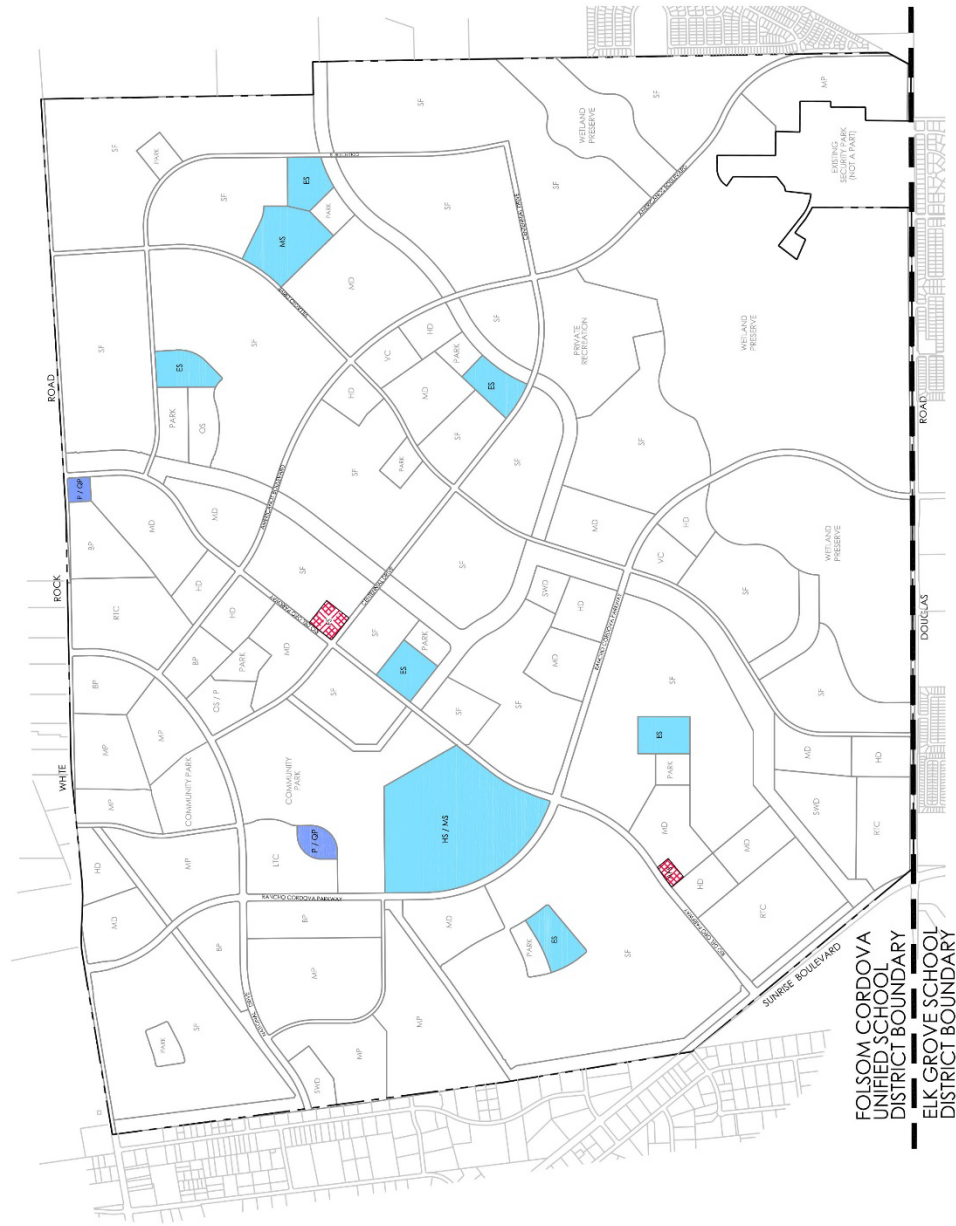
Table 7-4 summarizes the calculation of students and number of schools needed based on the land use mix proposed for the Plan Area. The land use plan provides six elementary schools, one middle school, and one joint high school and middle school as depicted in Exhibit 7-7. The elementary schools are centrally located to the housing each school will serve. The middle and high schools are located on primary streets making them easily accessible for the entire Plan Area. The proposed schools in the Plan Area will accommodate the

elementary, middle and high school students generated from the Plan Area. A public school is a permitted use in this location with the underlying zoning of single family (SF). It should be noted that over the projected build out of the Plan Area, some of these factors may potentially change resulting in the need for more or fewer schools or for larger facilities. The total number of projected students will not necessarily occur all at once, given the long-term build out of the project. The student generation tables assume the standard factors provided by FCUSD.

Table 7-4 Student Generation and School Requirement				
Student Generation Calculation Formula	K-5 (ES)	6-8 (MS)	9-12 (HS)	TOTAL
Single Family-SF Units	7,593	7,593	7,593	
Student/DU Factor	x .428	.136	.136	0.700
Subtotal SF students:	3,251	1,032	1,032	5,315
Medium Density-MD Units	2,048	2,048	2,048	
Student/DU Factor	.2061	.0820	.0718	0.356
Subtotal MD students:	422	168	147	737
Multi-Family HD/VC	2,548	2,548	2,548	
Student/DU Factor	x .1381	.0557	.0663	.2601
Subtotal HD/VC students:	352	142	169	663
TOTAL STUDENT GENERATION:	4,025	1,342	1,348	6,715
School Student Capacity:	600	800	2,000	
Schools Required:	6.71	1.68	0.674	
Schools Provided:	6	2	1	

Note: Student Generation factors vary over time and may be periodically updated by the FCUSD. Factors utilized above are per FCUSD letter dated July 14, 2014. Per telephone communication with Geri Wickham Special Education students are distributed back into the K-5, 6-8, and 9-12 category on an approximately proportional basis.

PUBLIC SERVICES EXHIBIT RIO DEL ORO



LEGEND

- ES ELEMENTARY SCHOOL
- MS MIDDLE SCHOOL
- HS/MHS HIGH SCHOOL / MIDDLE SCHOOL
- PQP PUBLIC / QUASI PUBLIC

UNDERLYING ZONING SHALL REMAIN

- Fire Station
- Alternative Fire Station

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8 Implementation and Administration Element

8.1 PURPOSE

Implementation and administration of the Rio Del Oro Specific Plan (RDOSP) includes the review and processing of individual development projects within RDOSP, the anticipated phasing of the development and the methods of financing of the required public improvements. Administration includes the subsequent entitlements necessary to allow construction of individual projects and identifies the procedural steps in implementing the Specific Plan. Phasing describes the anticipated program to develop the project over time and identifies which areas are targeted to build first. Financing describes the basic financing strategies to allow development to proceed in a fiscally responsible manner.

The City of Rancho Cordova is the public agency responsible for the administration of the Specific Plan and related documents. The RDOSP shall be implemented consistent with all adopted City rules, regulations and policies.

8.2 ENTITLEMENTS

Development within the Plan Area is subject to approval of subsequent entitlements by the City, and will be governed by a series of development entitlements between the City and the developers. A multi-tier approach to entitlement execution will establish the conditions of and mitigation measures for project development. Due to the fact that the limited entitlement does not include overall project conditions and financing, there will be multiple phases (Tiers) of development entitlements as follows:

Tier 1 Entitlements. The Tier 1 entitlement process will include approval of the Specific Plan, EIR, amendment of the SPA and a Tier 1 development agreement with identical terms for each of the two developers. The Tier 1 development agreement shall explain Tier 1 and Tier 2 processing in additional detail. The Tier 1 development agreements will include as an exhibit the Large Lot Tentative Maps that serve as the basis for the land use plan described in this Specific Plan.

Tier 2 Entitlements. The Tier 2 entitlement process will occur prior to, or concurrent with, any further entitlement or physical development of the property. Tier 2 entitlement shall complete the master planning, financing planning, and phasing planning for the Specific Plan Area. Aerojet and Elliott Homes (or respective successors in interest as provided for in the Tier 1 development agreements) shall each have the discretion to apply for a Tier 2 development agreement for its portion of the Specific Plan Area at any time during the term of its Tier 1 development agreement. Aerojet and Elliott Homes (or respective successors in interest as provided for in the Tier 1 development agreements) will not be required to simultaneously process the two Tier 2 development agreements.

The first developer to request approval of a Tier 2 development agreement for its property within any portion of the Specific Plan area shall be responsible for working with the City to prepare a single Financing Plan, Phasing Master Plan and set of master Large Lot Tentative Map Conditions of Approval that together will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to the entire Specific Plan Area. The first of the Tier 2 development agreements shall be approved at the same time as the City approves the Financing Plan and Phasing Master Plan for the entire Specific Plan Area, a Large Lot Tentative Map and Affordable Housing Agreement(s) for the portion of the Specific Plan Area owned by first Tier 2 Developer which map includes the master Conditions of Approval.

The City shall have the discretion to deny approval for any Tier 2 entitlements for any portion of the Specific Plan until every developer in the entire Specific Plan area has agreed to substantially comply with the terms of the Financing Plan and Phasing Master Plan and the master Large Lot Tentative Map Conditions of Approval by either (a) amending its Tier 1 development agreement, or (b) entering into a Tier 2 development agreement. Substantial compliance will require developers to achieve the same timing, level of service, infrastructure and functional outcomes described in the Financing Plan and Phasing Master Plan and the master Large Lot Tentative Map Conditions of Approval.

Subsequent Entitlements. Subsequent entitlements include any entitlements associated with subsequent development of individual portions of the project. These may include, but are not limited to, large lot and subdivision tentative maps, final maps, site improvements, rezones, conditional use permits, variances, tree permits and design review permits. Individual project applications will be reviewed to determine consistency with the RDOSP and other regulatory documents.

The applicant may elect to request Tier 2 Entitlements and Subsequent Entitlements at the same time, however, no Subsequent Entitlements will be granted prior to the approval of Tier 2 Entitlements.

8.2.1 Processing

Individual development projects within the RDOSP are subject to review and approval of subsequent permits and entitlements by the City of Rancho Cordova. Application and processing requirements shall be in accordance with the Rancho Cordova Zoning Ordinance and other adopted regulations, unless otherwise modified by this Specific Plan or the Tier 1 or Tier 2 Development Agreements. All subsequent development projects, public improvements and other activities shall be consistent with this Specific Plan, the Tier 1 or Tier 2 Development Agreements, and all adopted City policies, requirements and standards. In acting to approve a subsequent project or permit, the City may impose conditions as are reasonable and necessary to ensure that the project is in compliance with the Specific Plan and all applicable plans and regulations.

8.2.2 Environmental Review

In addition to consistency with the Specific Plan, all individual project applications will be reviewed to ensure compliance with CEQA requirements. The Environmental Impact Report/ Environmental Impact Statement for the Plan Area (EIR/ EIS) certified concurrent with the Specific Plan document, serves as the base environmental document for subsequent entitlements within the Plan Area. Development applications will be reviewed on a project-by-project basis to determine consistency with the EIR/EIS.

In general, if it is determined that a subsequent project is consistent with the Specific Plan and within the scope of the EIR/EIS, no further environmental review may be necessary. Section 65457(a) of the California Government Code and Public Resources Code Section 15182(a) of CEQA provide that an EIR/EIS or negative declaration is not required for any residential project undertaken in conformity with an adopted Specific Plan for which an EIR/EIS has been certified. However, if the subsequent project is determined as not consistent, then either a negative declaration or subsequent EIR/EIS may be necessary. If it is determined that a development application is inconsistent with the Specific Plan and/or substantial evidence exists that supports the occurrence of any of the events set forth in CEQA Guidelines, Section 15183, a determination will be made as to the appropriate subsequent environmental document.

A mitigation-monitoring program has been adopted with the EIR/EIS in accordance with Public Resources Code 21081.8 to help ensure implementation of EIR/EIS mitigation measures.

8.3 SPECIFIC PLAN AMENDMENTS AND MINOR REVISIONS

During the long-term build-out of the Rio Del Oro Plan Area, amendments to the adopted Specific Plan may be necessary because of changing circumstances. Additionally, because of unforeseen circumstances, some design guidelines or development standards may not be feasible to implement on a particular parcel. In these situations, the procedures listed below will be followed to amend the adopted Specific Plan.

Typically, property owners will request amendments to a Specific Plan. There may also be circumstances where the City may wish to request an amendment to the Plan. For example, the City may propose to the property owners an amendment to the Plan to address shifting land use patterns outside the Plan Area. Any proposal by the City to amend the RDOSP will follow procedures set forth in the Tier 1 Development Agreement(s).

8.3.1 Scope of Amendment

Any proposed changes to the Specific Plan can include, but are not limited to changing land use designations, design criteria, development standards or policies. Changes proposed to this adopted Specific Plan shall be categorized

by the Community Development Director as either an amendment or minor revision.

8.3.1.1 Amendment Procedure, Criteria, Decision and Appeal

An amendment is required when one of the following criteria is met:

1. A new type of land use not specifically discussed in this Specific Plan is introduced.
2. Significant changes to the distribution of land uses beyond that allowed by Section 3.8 Minor Density Adjustments or other changes affecting land use are proposed which may substantially affect the Project Purpose and Objectives as set forth in this Specific Plan.
3. Changes to design guidelines and/or development standards, which, if adopted, would substantially change the physical character of the Plan Area as envisioned by the Specific Plan as determined by the Community Development Director.
4. Changes to the approved Phasing Plan are proposed which significantly increases or alters the area boundaries or units allocated by the proposed phasing schedule.
5. Any change that would trigger the preparation of any form of negative declaration or environmental impact report.

Amendments require City Council hearing..

Application filing fee and a detailed justification statement which explains in detail why an amendment to the Specific Plan is warranted, and any exhibits deemed necessary by the Community Development Director shall be submitted with the request to change the Specific Plan. All requirements of CEQA will be applicable.

8.3.1.2 Minor Revisions Procedure, Criteria, Decision and Appeal

Minor revisions are intended to apply to the applicable development and improvement standards and not to the allowed use of the property. A minor revision shall be permitted if authorized under the following criteria including but not limited to the following:

1. Requests for an adjustment that the Community Development Director determines do not have a significant impact on the character of the Plan. In granting the adjustment, the Community Development Director shall determine the proposed adjustments will result in a superior design or amenity than would otherwise result from strict adherence to the standards. Additionally, the adjustment will not significantly change the anticipated physical characteristics of the development.

2. The proposed changes to the alignment of arterial streets, which if adopted, would not substantially alter the land use or circulation concepts set forth in this Specific Plan.
3. The proposed changes to the alignment of collector or secondary streets maintain the general land use pattern.
4. The proposed changes do not significantly increase any environmental impacts that were determined to be significant in the certified Final Environmental Impact Report.
5. The proposed change to the approved Phasing Plan will not result in an increase in the total number of units proposed for the entire Plan Area.
6. The request is in compliance with Minor Density Adjustments (Section 3.8).

Minor revisions may be reviewed and acted upon by the Community Development Director. This determination may be appealed to the City Council.

Application filing fee and a detailed justification statement which explains in detail why a minor revision to the Specific Plan is warranted, and any exhibits deemed necessary by the Planning Director shall be submitted with the request to change the Specific Plan. All requirements of CEQA will be applicable.

8.4 PHASING

The RDOSP provides for a comprehensively planned infrastructure system with coordinated phasing and construction of facilities. A total of ten (10) phases are proposed in the RDOSP. The geographic boundaries of each phase are reflected in Exhibit 8-1. The On-Site Phasing Plan is provided in Appendix B, which includes a listing, by phase, of improvements and specific details relating to those improvements.

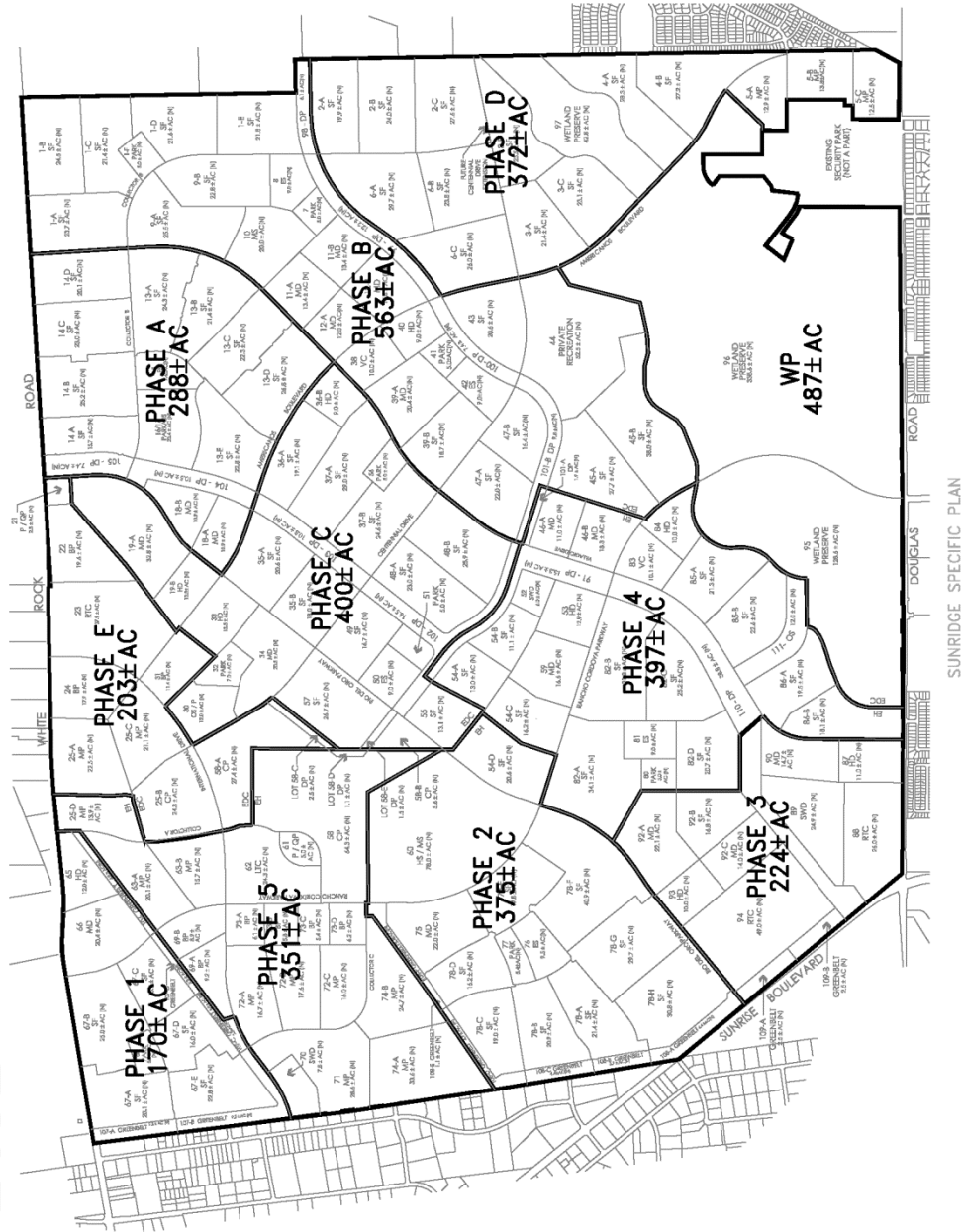
Infrastructure requirements for each phase of development include all on-site infrastructure necessary for each phase to proceed. The City shall approve a single Phasing Master Plan prior to or contemporaneous with the approval of any Tier 2 Entitlements. The City will require, through map conditions and/or Tier 2 Development Agreement provisions, those off-site improvements which are necessary or beneficial in conjunction with a particular phase of development.

The improvements and requirements described in Appendix B are based on the City standards and policies in effect at the time of this Specific Plan approval. Notwithstanding anything in Appendix B to the contrary, should any of such City standards and/or policies change in the future, then these improvements and requirements may also change. Furthermore, these improvements and requirements may change as provided in the future Phasing Master Plan and/or

the Tier 2 Entitlements, the terms of which shall prevail in the event of any inconsistency with the On-Site Infrastructure Phasing Plan.

PRELIMINARY PHASING PLAN

RIO DEL ORO



8.5 IMPLEMENTATION AND FINANCING

Implementation of the policies set forth in this Specific Plan document will be governed by a series of development entitlements between the City and the developers. A multi-tier approach to entitlement execution will establish the conditions of and mitigation measures for project development. Due to the fact that the limited entitlement does not include overall project conditions and financing, there will be multiple phases, (Tiers) of development entitlements as described in Section 8.2 of this document.

The Tier 1 Entitlement will require participation in a single Public Facilities Financing Plan (Financing Plan) that will be prepared for and cover the entire Rio Del Oro Specific Plan area. The Financing Plan shall be approved by the City prior to or contemporaneous with the approval of the first large lot tentative map for the Rio Del Oro development.

The Financing Plan will describe the financing strategy and mechanisms to fund backbone infrastructure and public facilities needed to serve new development in the Plan area, and will include the following elements:

- Description and associated estimated costs of major backbone infrastructure and public facilities (Phasing Master Plan) to be constructed or acquired in association with Rio del Oro development, including roadways, sewer, drainage, water and public facilities (parks, schools, fire protection, law enforcement, etc). In-tract subdivision costs will not be included.
- Identification of funding mechanisms, both existing and new, to pay for required onsite and offsite backbone infrastructure and other public facilities.
- Specification of phasing requirements for onsite and offsite backbone infrastructure and public facilities.
- Establishment of a policy framework for financing the required major backbone infrastructure and public improvements.
- Identification of costs associated with ongoing operations and maintenance for constructed backbone infrastructure and public facilities.
- Identification of funding mechanisms, both existing and new, to pay for ongoing operations and maintenance costs associated with required backbone infrastructure and other public facilities.
- Incorporation of the Guiding Principles outlined below that create development conditions and triggers for builders regarding infrastructure required for any given builder.

8.5.1 Guiding Principles

A set of Guiding Principles defines the “rules” regarding the funding and construction of infrastructure and the phasing of development within the Specific Plan area. These rules clarify the approach for developing required infrastructure as each project or tentative subdivision map moves forward.

Development in the Rio Del Oro Specific Plan shall be consistent with the following policies, which will be incorporated as Conditions of Approval for Tier 2 Entitlements and Subsequent Entitlements:

8.5.1.1 Responsibility for Infrastructure Funding

Development within the RDOSP shall pay the full costs of infrastructure needed to serve the Specific Plan area, except where other funding sources are appropriate and available. Amounts over and above the developer's fair share will be reimbursed/ credited after subsequent developers pay their fair share of the full costs of infrastructure, as detailed in the Tier 2 Entitlements (Development Agreements or Conditions of Approval). The Financing Plan and the Tier 2 Entitlements will address issues associated with timing of financing and construction, fee credits and reimbursement for developers who install public facilities.

8.5.1.2 Timing of Infrastructure Funding

The Financing Plan shall provide a strategy for funding backbone infrastructure and community facilities consistent with the timing set forth in the Infrastructure Phasing Master Plan, the Tier 2 Entitlements, and these Guiding Principles. Developers within the RDOSP shall be required to construct, or pay for the construction of, public improvements as needed pursuant to the approved phasing plans.

8.5.1.3 General Timing- Offsite & Onsite Infrastructure

Both on-site (in the Rio Del Oro Specific Plan area) and off-site (outside the physical boundaries of the Specific Plan area) public facilities and infrastructure improvements shall be installed to meet projected development demands in accordance with the City's and/or other agency infrastructure requirements and policies, unless otherwise modified by the Tier 2 Entitlements.

8.5.1.4 Linking Requirements to General Plan

Before building permit issuance in the Rio Del Oro Project Area, infrastructure required of a specific project shall be constructed to the satisfaction of the City, consistent with General Plan Circulation Element and Infrastructure Services and Finance Policies in effect at the time of small lot tentative map approval, unless otherwise modified by the Tier 2 Entitlements.

8.5.1.5 Refinement of Onsite Infrastructure

The Financing Plan shall provide the minimum infrastructure required to meet the development demands of each phase of development. These infrastructure requirements will be refined as part of the review and processing of individual projects prior to the approval of small lot tentative maps or prior to building permits for projects that do not require an associated small lot tentative map.

8.5.1.6 Tying Offsite Core to Internal Capital Projects

The City of Rancho Cordova Core Backbone Roadway Phasing Plan (attached as Exhibit 8-2), provides minimum Rio Del Oro offsite infrastructure required to meet development standards throughout the City. These offsite infrastructure improvements are required and will be timed with Rio Del Oro onsite capital improvement requirements as provided in the Tier 2 Entitlements.

8.5.1.7 Offsite Core Infrastructure Timing

Offsite infrastructure timing requirements will be identified in the overall project Conditions of Approval and will be incorporated into the Financing Plan that will be prepared and approved by the City prior to the approval of the first Tier 2 large lot tentative map.

8.5.1.8 Finance Mechanisms and Funding Availability

Finance mechanisms that ensure the availability of funding for delivery of required onsite and offsite infrastructure will be in place prior to the approval of final maps or prior to the issuance of building permits for projects that do not require an associated final map. The required infrastructure will be consistent with defined roadway improvements in each phase of development and consistent with City Core Backbone Plan requirements.

8.5.1.9 Forms of Dedication

All dedications shall be in a form approved by the City, including but not limited to grant deeds, easements, irrevocable offers of dedication, or other approved instruments. The type and form of the dedication shall be at the sole discretion of the City, or as otherwise provided for in the Tier 2 Entitlements.

8.5.1.10 Right-of-Way and Easement Dedication

Developers shall be required to dedicate right-of-way, public utility easements, landscape easements and pedestrian easements for arterial roadway, collector and residential roads consistent with the requirements of the Specific Plan, with the final map prior to improvement plan approval or the issuance of building permits for individual development proposals.

8.5.1.11 Park Dedications

All accepted parklands, paseos and other open space shall be dedicated to the City or the Cordova Recreation and Park District, as determined by the City. The timing for the delivery of parks, recreation facilities, paseos and open space shall be determined before the approval of the first tentative subdivision map in the corresponding phase of the Specific Plan, or as set forth in the Tier 2 Entitlements.

8.5.1.12 Major Roadway Timing and Completeness

The City's goal is to have all infrastructure including onsite and offsite roadway improvements serving a community completed prior to the issuance of building permits in that community.

The Tier 2 Entitlement process will identify the specific timing of the construction of arterial and collector roadway improvements. Clarification of roadway elements that will be subject to this requirement will also be developed and finalized prior to completion of the Tier 2 Entitlements.

8.5.1.13 Internal Streets Timing and Completeness

The City's goal is to ensure that the phasing of construction within each tentative subdivision map provides logical and reasonably complete infrastructure for residents who occupy homes prior to completion of the entire mapped subdivision. As such, the developer shall provide a phasing plan addressing sequencing and build-out of all internal streets depicted on the tentative map.

A detailed agreement on requirements and timing for the tentative map phasing plan will be finalized as part of the Tier 2 Entitlements.

8.5.1.14 Logical Completion of Roadway Segments

All roadways, pedestrian facilities, and bikeways shall be constructed in logical and complete segments, connecting from intersection to intersection, to provide safe and adequate access with each phase of development as conditioned with the approval of each small lot tentative map, or as set forth in the Tier 2 Entitlements.

8.5.1.15 Two Points of Access

Each phase of a project or tentative subdivision map shall include a collector or local street system that provides at least two points of access to arterial roadways, to the satisfaction of the City.

8.5.1.16 Arterial Roadway Completeness

Wherever collector or local roadways intersect an arterial roadway, that arterial roadway shall be improved, in accordance with the "Logical Completion of Segments" and "Major Roadway Timing and Completeness" items above, from that point to the next completed arterial roadway segment, or as otherwise set forth in the Tier 2 Entitlements.

8.5.1.17 Intersection Completion

When intersections are part of the required roadway improvements, they shall be constructed to their planned ultimate configuration, unless otherwise set forth in the Tier 2 Entitlements. Where an intersection is planned for signalization, the new signal shall be installed during construction of the intersection, unless the Tier 2 Entitlements specify otherwise.

8.5.1.18 Ultimate Utility Installation

Underground sewer, water and drainage facilities shall be installed to the ultimate planned capacity as part of required road construction, unless otherwise set forth in the Tier 2 Entitlements.

8.5.1.19 Operations and Maintenance Financing

All properties shall be included in one or more financing districts (or will establish an alternative financing mechanism) to provide adequate funding as determined by the City for the annual operation and maintenance costs of streets, street lights, drainage ways, landscaping corridors, open space, parks, and other public facilities prior to the approval of final maps or prior to building permits for projects that do not require an associated final map, or as otherwise set forth in the Tier 2 Entitlements.

8.5.1.20 Police CFD for Residential Projects

Residential properties will be included in a Community Facilities District that supports police service costs prior to approval of a small lot tentative subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits.

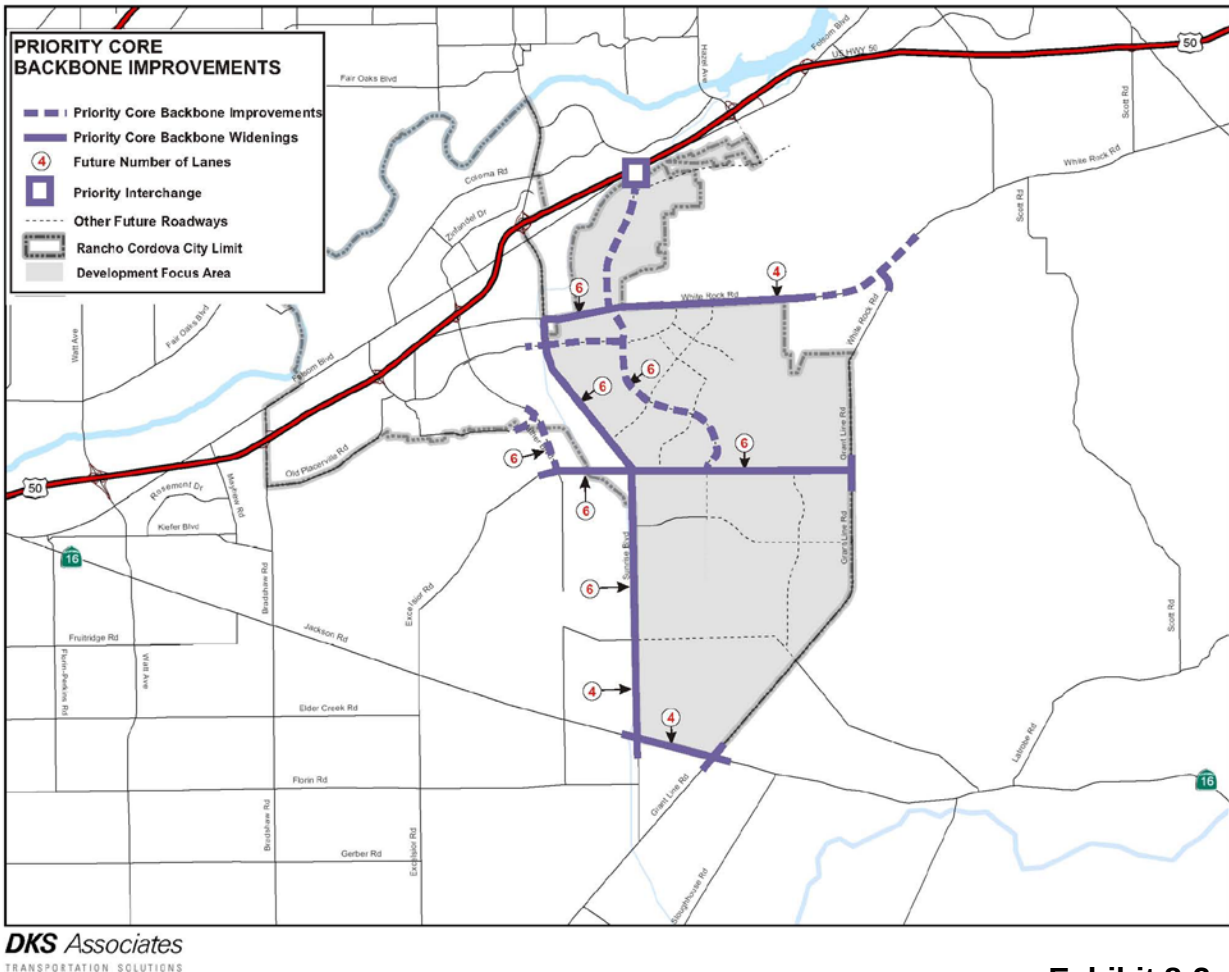


Exhibit 8-2

City of Rancho Cordova Core Backbone Roadway Phasing Plan

8.5.2 Financing of Public Improvements

The construction of public improvements to serve the Plan Area will be funded by a variety of mechanisms including City-wide impact fees; County and other Special District Fees; School District impact fees; establishment of a Special Financing District that could include a Mello-Roos Community Facilities District (CFD), Plan Area Fee, Assessment District, or infrastructure charge; developer financing; and other potential methods. The following is a list of the potential financing methods:

8.5.2.1 City Impact Fees

The City of Rancho Cordova has adopted a set of development fees to finance capital improvements including transportation, park renovation, police, library, and museums, among other community facilities. The Rio Del Oro Project Area will participate in these programs by paying the associated fees. Some of these programs may require updating following approval of Rio Del

Oro, such as to the cost of improvements and the integration of the Rio Del Oro land uses.

8.5.2.2 County/Other District Fees

The County of Sacramento has adopted a set of development fees to finance capital improvements. In addition, various special districts have implemented fees for capital improvements and public facilities that will apply to the Rio Del Oro Project Area. Future updates to these fee programs may include certain improvements in the Rio Del Oro Project Area.

8.5.2.3 School Financing

The Rio Del Oro Area is located within the boundaries of the Folsom Cordova Unified School District (FCUSD). School facilities within the FCUSD will be funded through a combination of school impact fees, state matching program funds, and funds from the FCUSD SFID 1 and FCUSD SFID 3.

Proposition 1A and SB 50 restrict cities and counties from placing school mitigation conditions on development approvals. As a result, the FCUSD has currently adopted the SB 50 Level II school impact fee.

8.5.2.4 Special Financing District

A Special Financing District may be established to help fund the construction and/or acquisition of backbone infrastructure and public facilities within the Rio Del Oro Project Area. As described below, a Special Financing District could be a Mello-Roos Community Facilities District (CFD), Plan Area Fee, Assessment District, or Infrastructure charge.

- **Mello-Roos CFD:** The 1982 Mello-Roos CFD Act enables cities, counties, special districts, and school districts to establish CFDs and to levy special taxes to fund a wide variety of public facilities and services. Proceeds of Mello-Roos special taxes can be used for direct funding, acquisition, or to pay off bonds. One or more Mello-Roos CFDs may be formed over time to fund the necessary Backbone Infrastructure and Public Facilities. Mello-Roos CFDs tend to be favored over Assessment Districts, described below, because Assessment Districts need to establish special benefit to those being assessed, which can be more challenging than the Mello-Roos requirement of establishing general benefit of facilities.
- **Plan Area Fee Program:** A plan area fee program establishes a development impact fee typically for a Specific Plan pursuant to local government's police power in accordance with the procedural guidelines established in Assembly Bill 1600 (AB 1600) which is codified in California Government Section 66000 et seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."

- **Assessment Districts:** California statutes give local governments the authority to levy several special assessments for specific public improvements such as streets, storm drains, sewers, streetlights, curbs, gutters, and sidewalks. The agency creates a special assessment district that defines both the area to benefit from the improvements and the properties that will pay for the improvements. Thereafter, each property in the district will be assessed a share of the cost of improvements that is proportional to the benefit it receives from those improvements.
- **Infrastructure Charge:** An infrastructure charge is similar to a plan area fee, but the revenue may “be collected privately by the Master Developer(s) either as a specific charge or as a component of the price of the land sale. This funding mechanism is implemented and managed as a private cost-sharing mechanism between developers.

8.5.2.5 Developer Financing

Direct developer/merchant builder financing may be used to contribute towards backbone improvements and facilities, shortfall financing and for in-tract subdivision improvements. Private capital will be used for in-tract infrastructure that is serving the specific development project, such as standard street frontage improvements, local water distribution lines, local sewer lines, and internal storm drains. In addition, private capital from specific development projects may be required as advance funding if there are insufficient revenues from other funding sources and the development project wants to proceed. Facilities financed with developer capital or by land secured financing districts that are otherwise funded by development impact fee programs will be eligible for fee program credits or reimbursements.

8.5.2.6 Other

As noted, other financing mechanisms may be utilized, to fund maintenance of certain facilities within the RDOSP. Specific financing requirements, improvement obligations, fees, reimbursements, land and easement dedications and conveyances, maintenance and other financing and improvement related obligations will be detailed in the Financing Plan and/or the Tier 2 Entitlements.

8.5.3 Funding of Ongoing Operations and Maintenance Costs

The RDOSP will be required to participate in a series of special financing districts to fund public services and the maintenance and operation of public improvements. Formation of, or annexation proceedings for, these districts will be completed no later than the recordation of a final small lot map, or a building permit for parcels not requiring a small lot map.

A combination of the funding mechanisms will be used to fund ongoing public services and operations and maintenance costs. These funding mechanisms may include, but are not limited to the following:

8.5.3.1 8.5.3.1 Rancho Cordova Police CFD

The RDOSP properties will be included in a Community Facilities District (CFD) to fund a portion of police operation costs.

8.5.3.2 Sloughhouse Fire Protection

The RDOSP includes tax rate areas that were formerly part of the Sloughhouse Fire Protection District until it dissolved into the Sac Metro Fire District, but retained the name. This special tax covers ambulance services.

8.5.3.3 Landscaping and Lighting District

An LLD could be created to fund ongoing operations and maintenance services for the landscape corridors and any lighting.

8.5.3.4 Services CFD

Unless an alternative source of funding from new development is identified, one or more services CFD's, or similar funding mechanisms, will be formed in the RDOSP to fund the costs of maintaining streets, street lights, drainage ways, landscape corridors, open space, parks and other public facilities.

Rio del Oro

DEVELOPMENT STANDARDS AND DESIGN GUIDELINES



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INTRODUCTION



1.1 PURPOSE OF THIS DOCUMENT

The *Rio del Oro Development Standards and Design Guidelines* are an appendix to the *Rio del Oro Specific Plan* (Specific Plan) and provide direction for the development of the project.

These development standards and design guidelines have been developed in accordance with the City of Rancho Cordova's (City's) development standards and design guidelines; *Trails, Greenways, and Gathering Places*; the Specific Plan; the Urban Design and Land Use Elements of the *Rancho Cordova General Plan* (General Plan); and other relevant documents. If conflicts arise between any of these documents, the Specific Plan and these development standards and design guidelines shall control.

1.1.1 DEVELOPMENT STANDARDS

The purpose of the Rio del Oro Development Standards (RDODS) is to provide the regulatory framework for implementing the Specific Plan's goals and policies. Adopted by ordinance, the RDODS serve as a stand-alone document governing development, improvements and construction within the Rio del Oro Plan Area.

The development standards contained herein are provided for design review purposes and shall be implemented by the Rancho Cordova City Council or its designated approval authority. The approval of this document is required before issuance of building permits or site improvement plans.

This document should be used in conjunction with the Specific Plan, Rancho Cordova Municipal Code, *Rancho Cordova General Plan*, and *City of Rancho Cordova Design Guidelines* to implement the goals and objectives of the Design Review Ordinance.

Along with the Specific Plan, this document shall be adopted by the City as a means to execute the design review process.

The project is also subject to evaluation under the California Environmental Quality Act (CEQA).

1.1.1.1 Scope of Development Standards

The RDODS is intended to replace the City's Zoning Ordinance and serve as the zoning and use regulations for the Specific Plan area. Mitigation measures governing the use, development, and construction in the Specific Plan area have been incorporated where appropriate.

The development standards contained in the RDODS are intended to apply exclusively to the Specific Plan area and govern its development. Where no standards are provided in the document, the standards contained in the City's Zoning and Subdivision Ordinances shall apply. If any provision contained in the RDODS conflicts with those contained in the City's Zoning and Subdivision Ordinances, the RDODS shall control.

The City's planning director or designee shall determine the consistency between any development proposal in the Specific Plan area and the Specific Plan. Appeals of the planning director's determination may be made to the City Council.



1.1.1.2 Development Standards Interpretation and Modification

The RDODS is subject to Zoning Code Section 1.17.050, item B, which states, “Where no specific standard is contained in a Special Planning Area Ordinance (e.g., parking, landscape standards, signs), the applicable provisions of the Zoning Code shall apply as determined by the Director.”

The RDODS may be revised to meet changing circumstances, as outlined in the Specific Plan. The provisions set forth in the Specific Plan, Sections 8.3.1.1 and 8.3.1.2, shall apply to determine whether a proposed revision is a “modification” that can be approved at the administrative level or whether the proposed revision would require an amendment to the Specific Plan.

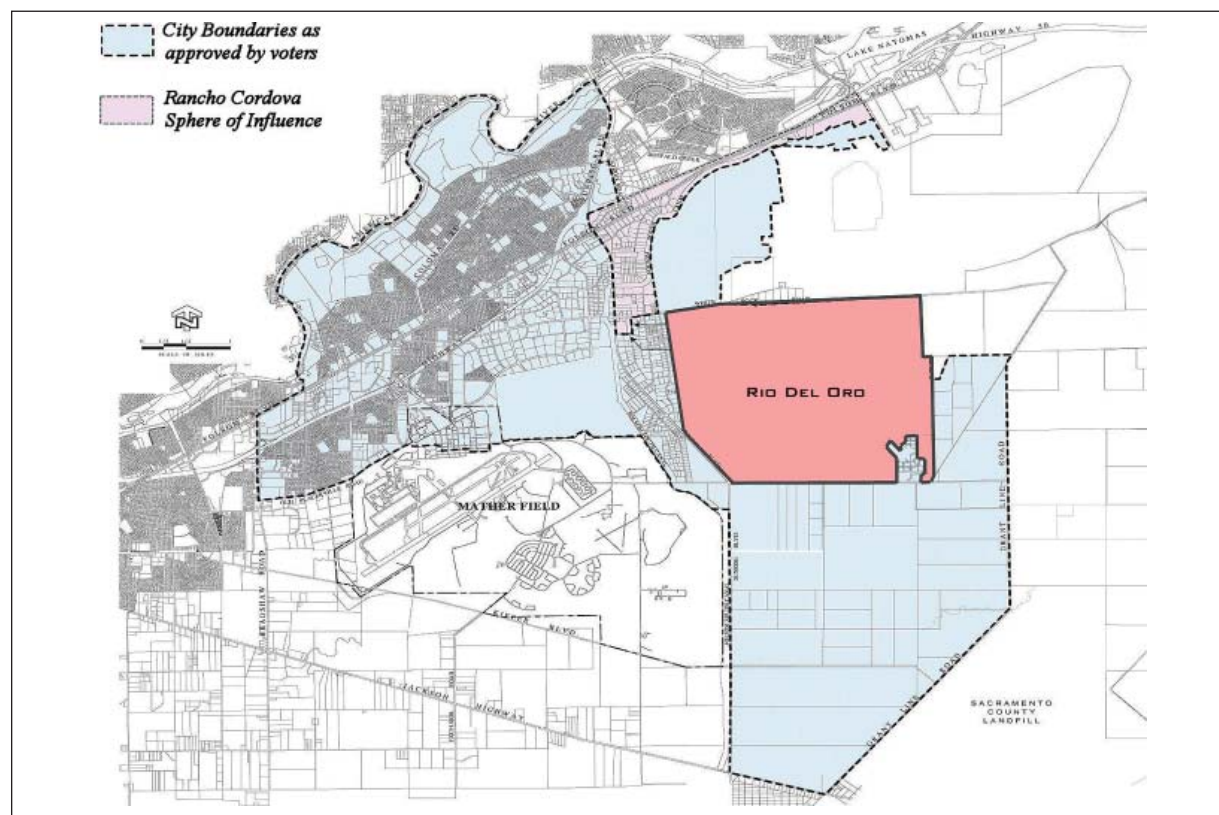
1.1.2 DESIGN GUIDELINES

These design guidelines identify general principles and are intended to be advisory in nature. They address the design of parks and open space; circulation and streetscape; residential, commercial, and industrial land uses; and such design details as lighting, fencing, and signage. They serve as criteria for the direction of the community design and character and are intended to implement the owners’ high expectations for a quality development. The information reflects the vision for the various elements of the project.

1.1.3 ENFORCEMENT

The provisions of the RDODS shall be enforced by the City’s planning director or designee in the same manner as other provisions of the City of Rancho Cordova Zoning Ordinance.

Project architecture, conceptual site design, and landscape treatments for projects in Rio del Oro are subject to review by the Rio del Oro Architectural Review Committee (RDOARC) prior to submittal to the City. The City’s required design review process will function independently of the RDOARC review process.



Project Location

LAND USE PLAN
RIO DEL ORO

LAND USE SUMMARY

LAND USE	ACRES	DENSITY RANGE	FIXED COUNT	UNITS	UNIT %	% OF RESIDENTIAL ACRES
SF SINGLE FAMILY RESIDENTIAL	1,566.4	2.1 - 8.0	4.84 DU/AC	7,593	62%	40.9%
MD MEDIUM DENSITY RESIDENTIAL	283.1	6.1 - 18.0	7.23 DU/AC	2,048	17%	7.4%
HD HIGH DENSITY RESIDENTIAL	98.0	18.1 - 40.0	26.00 DU/AC	2,548	21%	2.6%
VC VILLAGE COMMERCIAL	20.1					
LTC LOCAL TOWN CENTER	24.3					
RTC REGIONAL TOWN CENTER	112.9					
BP BUSINESS PARK	90.4					
MP INDUSTRIAL PARK	269.5					
PQP PUBLIC / QUASI PUBLIC	7.5					
FS FIRE STATION	*					
AFS ALTERNATIVE FIRE STATION	*					
MSHS SCHOOL CAMPUS	78.0					
MS MIDDLE SCHOOL	20.0					
ES ELEMENTARY SCHOOL	54.9					
CP COMMUNITY PARK	121.5					
P NEIGHBORHOOD PARKS	57.7					
SWD STORM WATER DETENTION	38.7					
WETLAND PRESERVE	510.0					
DRAINAGE PARKWAY	141.9					
PRIVATE RECREATION	52.5					
OS OPEN SPACE	22.2					
OS/P OPEN SPACE/ PRESERVE	12.0					
LANDSCAPE CORRIDORS*	0.0					
GB GREENBELTS	50.8					
MAJOR ROADS	195.5					
TOTALS:	3,827.9			12,189	100%	

*LANDSCAPE CORRIDORS REMOVED FROM LAND USE SUMMARY, ACREAGE ASSIGNED TO ADJACENT PARCEL.
**UNDERLYING ZONING SHALL REMAIN.

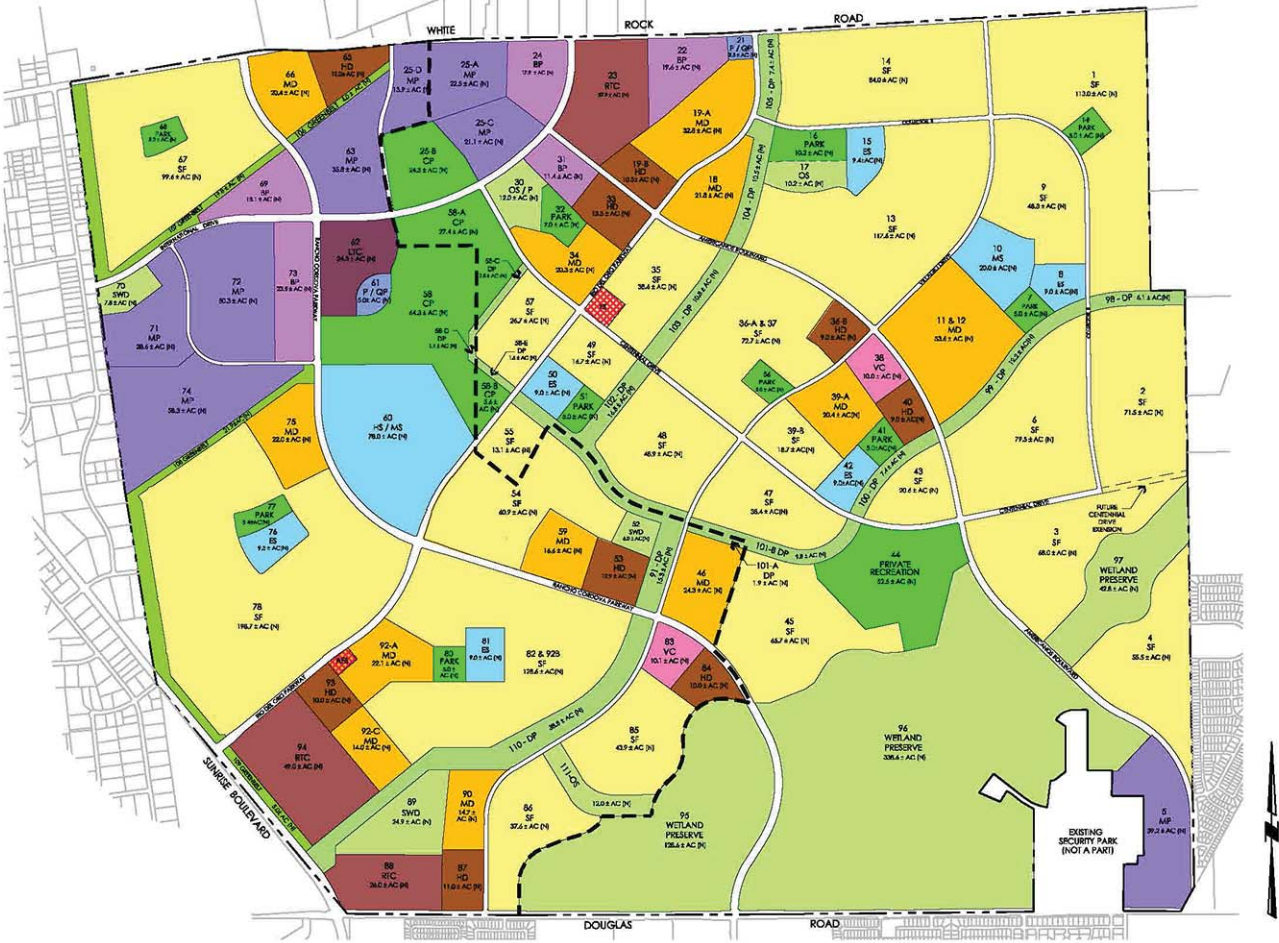


Exhibit 3-2
Land Use Plan

Rio Del Oro Specific Plan

Land Use Diagram

Development Standards



RESIDENTIAL DEVELOPMENT STANDARDS

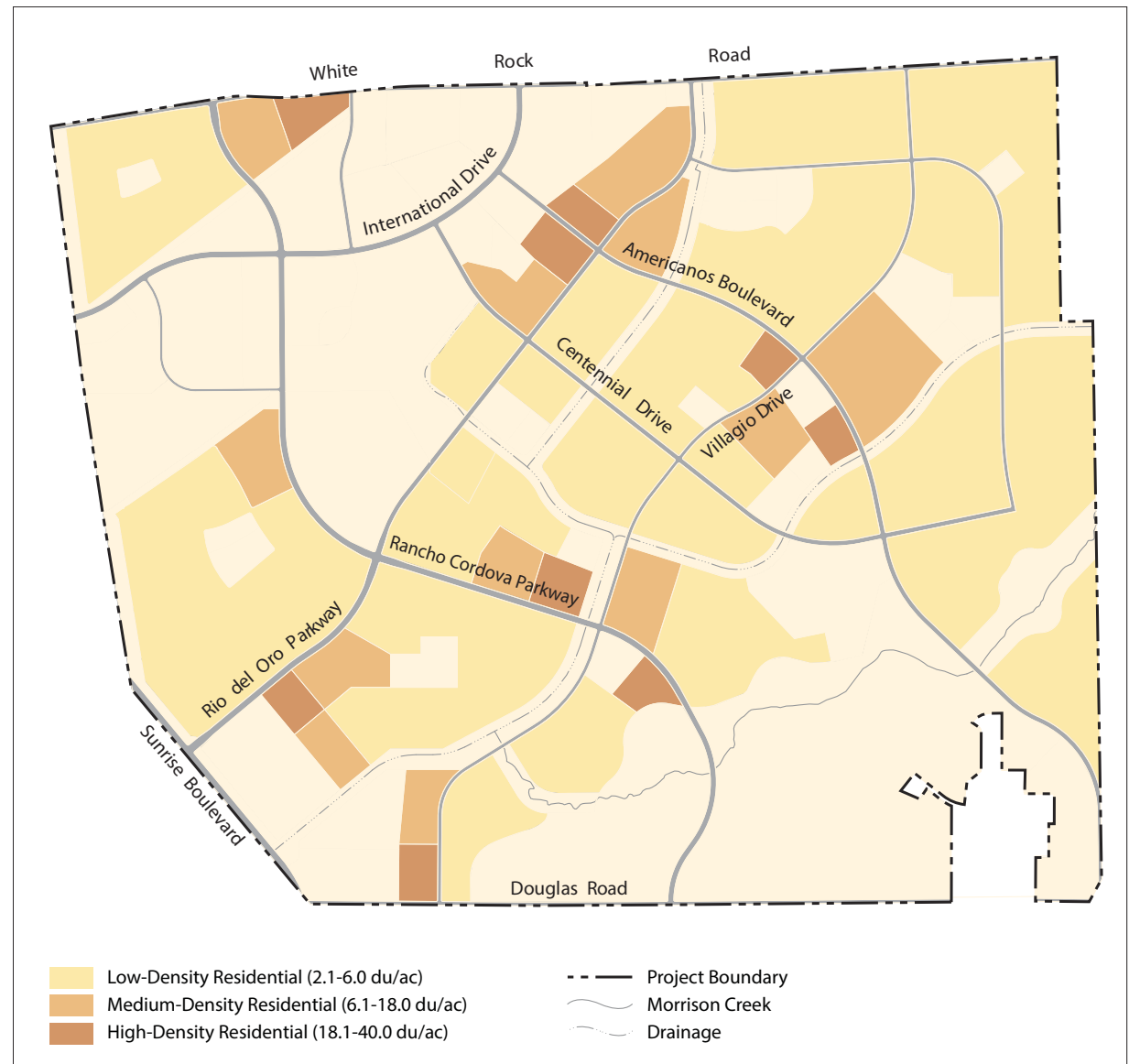


2.1 RESIDENTIAL DEVELOPMENT STANDARDS

Rio del Oro is a diversified community composed of a mix of residential, commercial, business, and office uses, connected by a system of greenways and open spaces. The residential component includes a range of low density single-family housing types with 2.1-6 dwelling units per acre (du/ac), an assortment of innovative medium-density housing products with a density range of 6.1-18 du/ac, and some higher density housing types allowing densities of 18.1-40 du/ac. Medium-density and high-density sites have been situated near employment districts, shopping centers, and schools with in areas linked by interconnecting pedestrian and bike paths.

The purpose of the residential development standards is to promote high-quality housing projects while allowing for flexibility and encouraging innovative design solutions. The following pages address varying residential lot layouts and building prototypes.

Land use standards are provided for setbacks, building heights, lot coverage, and maximum allowable densities for each residential building type anticipated for Rio del Oro. Minor density adjustments are allowed between residential parcels if they meet certain criteria as described in Section 3.8, "Minor Density Adjustment/Transfer of Density," of the Land Use Element of the Specific Plan.



In total the HDR sites must average a minimum density of 26 dwelling units per acre per the Affordable Housing Plan for Rio del Oro. If initial HDR projects are developed at a higher density then subsequent HDR projects may be developed at a density lower than the 26 dwelling units per acre minimum provided the average minimum density across all HDR sites is maintained at 26 dwelling units per acre.



Townhomes fronting a paseo with rear garage access



Two-story single-family residences organized around a central parking court
© DESIGN LENS



Large-lot single-family residence with front-loaded garage
© DESIGN LENS

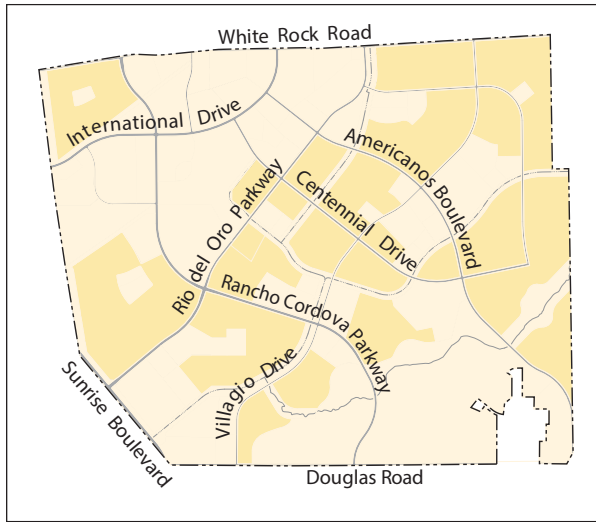


High-density apartments/condominiums



Single-family residential neighborhood
© DESIGN LENS

A variety of housing types will be provided in the Rio del Oro community



Low-density residential locations

2.1.1 LOW-DENSITY RESIDENTIAL

The low-density residential land use (LDR: 2.1-6.0 du/ac) provides for a range of traditional detached single-family housing. The building types in this density range would be in a variety of dwelling and lot sizes. Larger executive homes, at about 2 du/ac, would fall into this category.

A diversity of styles is acceptable in this density range, provided that exceptional quality is reflected in their design and detailing.



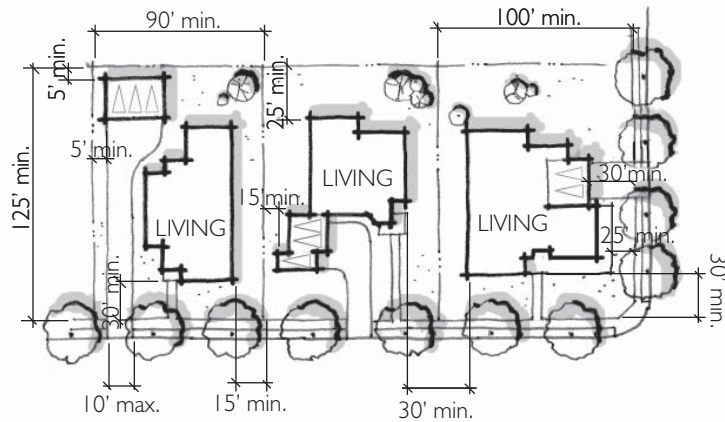
Example of an executive home single-family residence on a one-half acre lot



Example of single-family homes in the 4- to 5-du/ac range
© DESIGNLENS



Example of a 6-du/ac product
© DESIGNLENS



2.1.1.1 Executive Lot, Single-Family Residential

Density

Dwelling Units/Acre 2.1-3.0

Lot Requirements

Lot Size 15,000 sq. ft. min.
 Lot Width 90 ft. min.
 Corner Lot Width 100 ft. min.
 Lot Depth 125 ft. min.
 Lot Coverage 30% max.

Setback Requirements

Front Yard (setback from sidewalk)
 Living Area 30 ft. min.
 Open Front Porch 25 ft. min.
 Garage
 Setback from Sidewalk 30 ft. min.
 Side Yard
 Interior Side Yard 15 ft. min.
 Corner Street Side 30 ft. min.
 Rear Yard 25 ft. min.

Distance between Main Buildings

30 ft. min.

Maximum Building Height

45 ft. (3 stories)

Accessory Units

Accessory/in-law units, cottages, and units above rear yard detached garages may be permitted subject to the following standards:

Accessory Unit Size
 Living Area 1,200 sq. ft. max.
 Side Yards
 Interior Side Yard 5 ft. min.
 Rear Yards
 Living Areas 5 ft. min.

Parking

Guest parking should be located in driveway or on the adjacent street.

Off-Street

Minimum 2 enclosed spaces per primary unit
 Minimum 1 enclosed space per accessory unit

On-Street

Permitted

Side access driveways shall not be located adjacent to each other.



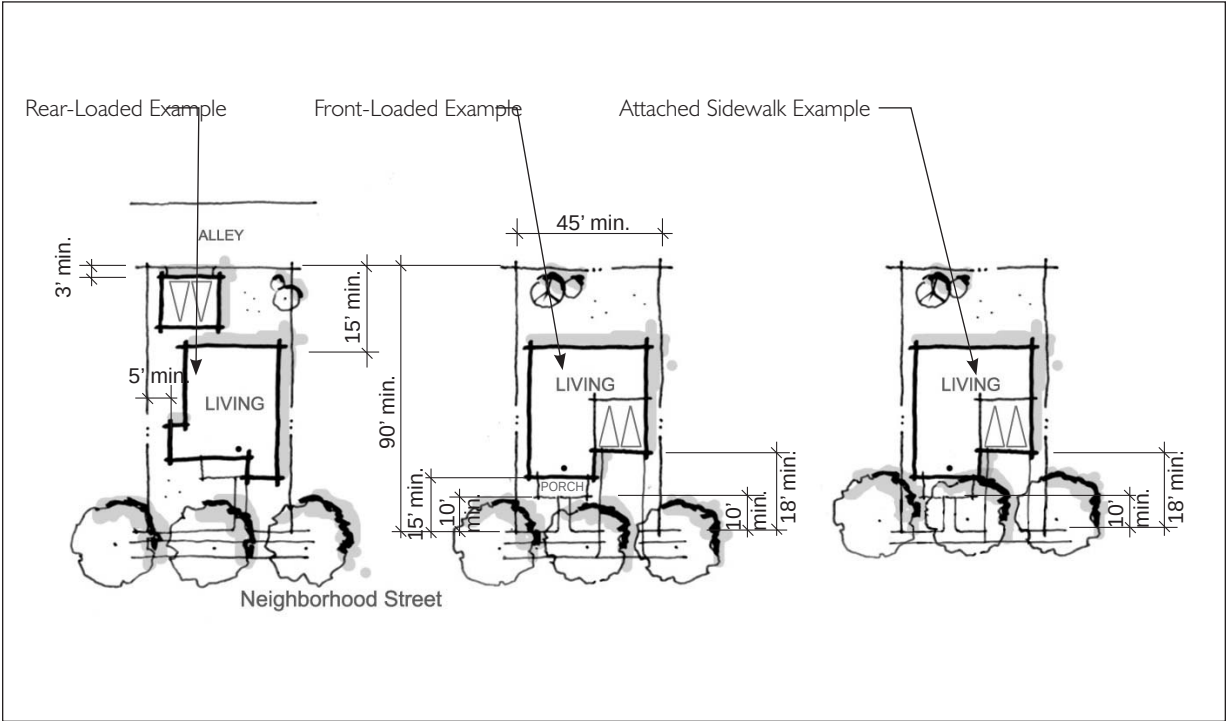
Generous front setbacks with opportunities for enhanced entry treatments

© DESIGNLENS



Executive-size home with recessed garage

© DESIGNLENS



2.1.1.2 Typical Lot, Single-Family Residential

Density	
Dwelling Units/Acre	2.1-6.0

Lot Requirements	
Lot Size	5,000 sq. ft. min.
Lot Width	45 ft. min.
Corner Lot Width	53 ft. min.
Lot Depth	90 ft. min.
Lot Coverage	60% max.

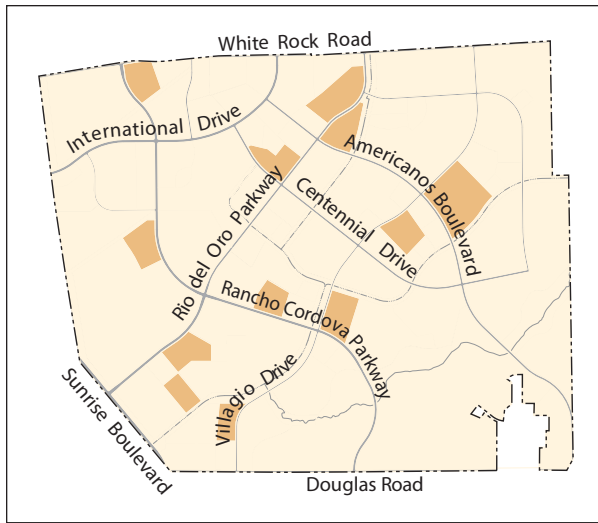
Setback Requirements	
Front Yard (setback from sidewalk)	
Living Area	15 ft. min.
Open Front Porch	10 ft. min.
Garage	
Setback from Sidewalk (with roll-up door)	18 ft. min.
Alley-Loaded Garage	3 ft. min.
Side Yard	
Interior Side Yard	5 ft. min.
Corner Street Side	15 ft. min.
Rear Yard	15 ft. min.

Maximum Building Height	35 ft. (2 stories)
--------------------------------	--------------------

Accessory Units	
Accessory/in-law units, cottages, and units above rear-yard detached garages may be permitted subject to the following standards:	
Accessory Unit Size	
Living Area	900 sq. ft. max.
Side Yard	
Interior Side	5 ft. min.
Rear Yard	
Living Areas	5 ft. min.
From Rear-Loaded Alley	3 ft. min.

Parking	
Guest parking should be located on the adjacent street.	
Off-Street	
Minimum 2 enclosed spaces per primary unit	
Minimum 1 enclosed space per accessory unit	
On-Street	
Permitted	





Medium-density residential locations

2.1.2 MEDIUM-DENSITY RESIDENTIAL

There is continuing innovation in the design and layout of medium-density residential product types (MDR: 6.1-18.0 du/ac). In an effort to promote creative housing solutions, the development standards allow for flexibility, subject to City review. Allowed lot widths in a development should vary up to 5 feet. Right-to-use easements in side-yard setbacks are allowed. The City encourages duet units on corners in single-family detached neighborhoods.

Development standards in the medium-density range may include one of the following examples or other lot/building prototypes that are similar to those included herein:

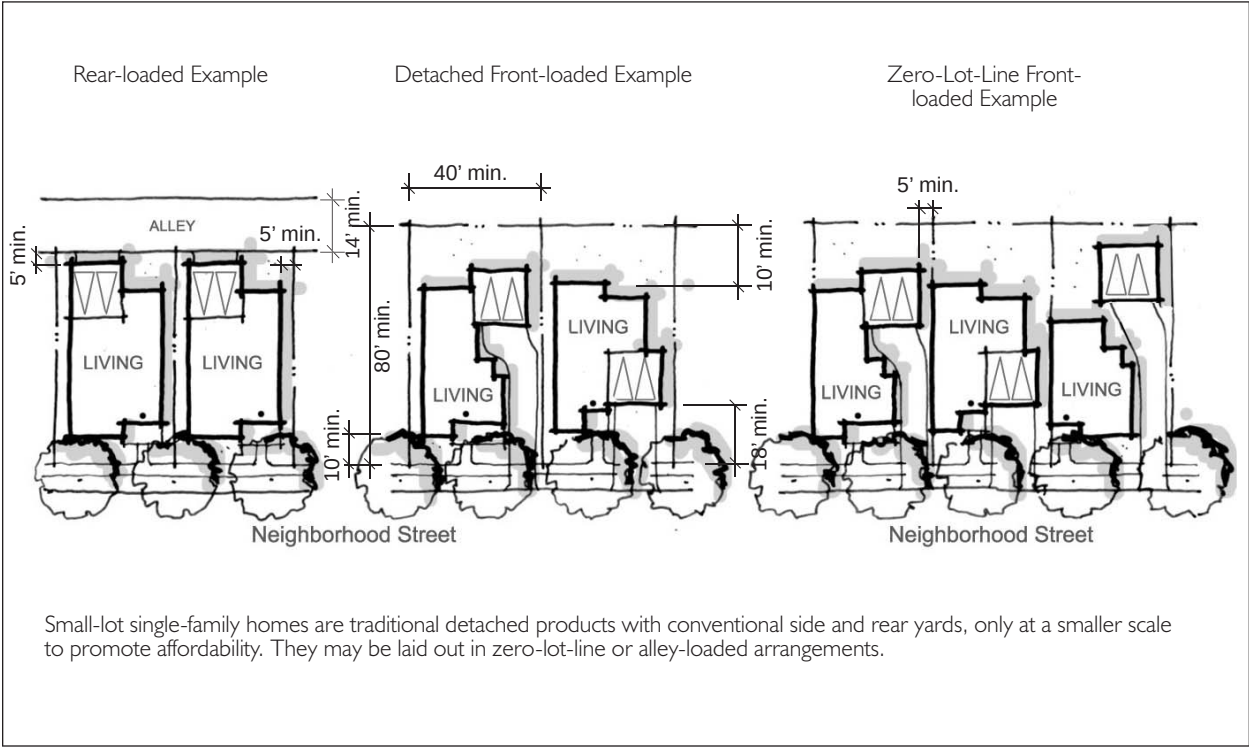
- Small-Lot Detached Housing (lots less than 50 feet wide)
- Detached Cluster Housing
- Zero-Lot-Line Housing
- Zipper Lot Housing
- Duet Housing
- Detached Townhomes (lots less than 40 feet wide)
- Attached Townhomes
- Three-Story Cluster Housing
- Live/Work Units



Garden court product
© DESIGNLENS



Small-lot detached homes



2.1.2.1 Small-Lot Detached Housing

Density	Dwelling Units/Acre	6.1-12.0
Lot Requirements		
Lot Size	3,200 sq. ft. min.	
Lot Width	40 ft. min.	
Corner Lot Width	45 ft. min.	
Lot Depth	70 ft. min.	
Lot Coverage	65% max.	
Setback Requirements		
Front Yard (setback from sidewalk)		
Living Area	10 ft. min.	
Open Front Porch	8 ft. min.	
Garage (with roll-up door)	18 ft. min.	
Side Yard		
Interior Side Yard	5 ft. min.	
Corner Side Yard	10 ft. min.	
Rear Yard		
Living Area	10 ft. min.	
Alley-Loaded Garage	3 ft. min./6 ft. max.*	
Maximum Building Height	45 ft. (3 stories)	

Accessory Units

Accessory in-law units, cottages and units above rear-yard detached garages may be permitted subject to the following standards:

Accessory Unit Size	
Living Area	600 sq. ft. max.
Side Yard	
Interior Side with Windows	5 ft. min.
Interior Side without Windows	3 ft. min.
Rear Yard	
Living Areas	5 ft. min.
From Rear-Loaded Alley	5 ft. min.

Outdoor Living Area	Dimension	10 ft. width min.
	Size	150 sq. ft. min.

Parking	Guest parking should be located on the adjacent street.
Off-Street	Minimum 2 enclosed spaces per primary unit Minimum 1 enclosed space per accessory unit
On-Street	Permitted in specified areas or street right-of-way

*Where achievable.



Rear-loaded homes on small lot
© DESIGNLENS



Recessed garage on small lot

2.1.2.2 Detached Cluster Housing

Density

Dwelling Units/Acre 6.1-12.0

Setback Requirements

Front Yard, Setback from Sidewalk
Living Area 10 ft. min.
Open Front Porch 8 ft. min.
Garage
Setback from Drive Aisle 5 ft. min.
Side Yard
Interior Side Yard 3 ft. min.
Rear Yard 10 ft. min.
From Drive Aisle 3 ft. min./6 ft. max.*

Building Separation

From Building to Building 6 ft. min.

Maximum Building Height

45 ft. (3 stories)

Drive Aisle Width

14 ft. min.

Private Outdoor Space

100 sq. ft. min. (10 ft. min. dimension)

Accessory Units

Accessory/in-law units, cottages, and units above rear-yard detached garages are not allowed.

Parking

General

Garages shall be located at the front or side of the unit off the drive aisle. Each unit shall also provide 0.5 guest space per unit, which may be accommodated on the street, as determined by the City on a case-by-case basis.

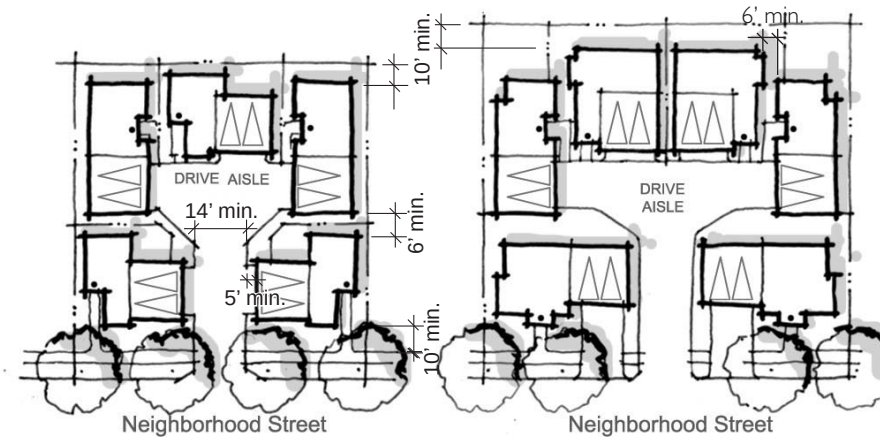
Off-Street

Two enclosed spaces per unit

On-Street

Where permitted on local and collector streets

*Where achievable.



This arrangement of single-family units has the advantage of limiting the number of access points along the street. Buildings are clustered around a shared drive aisle, where garage access typically occurs. Garages for end units adjacent to the street could have direct street access. The homes may be laid out conventionally or in a zero-lot-line arrangement.



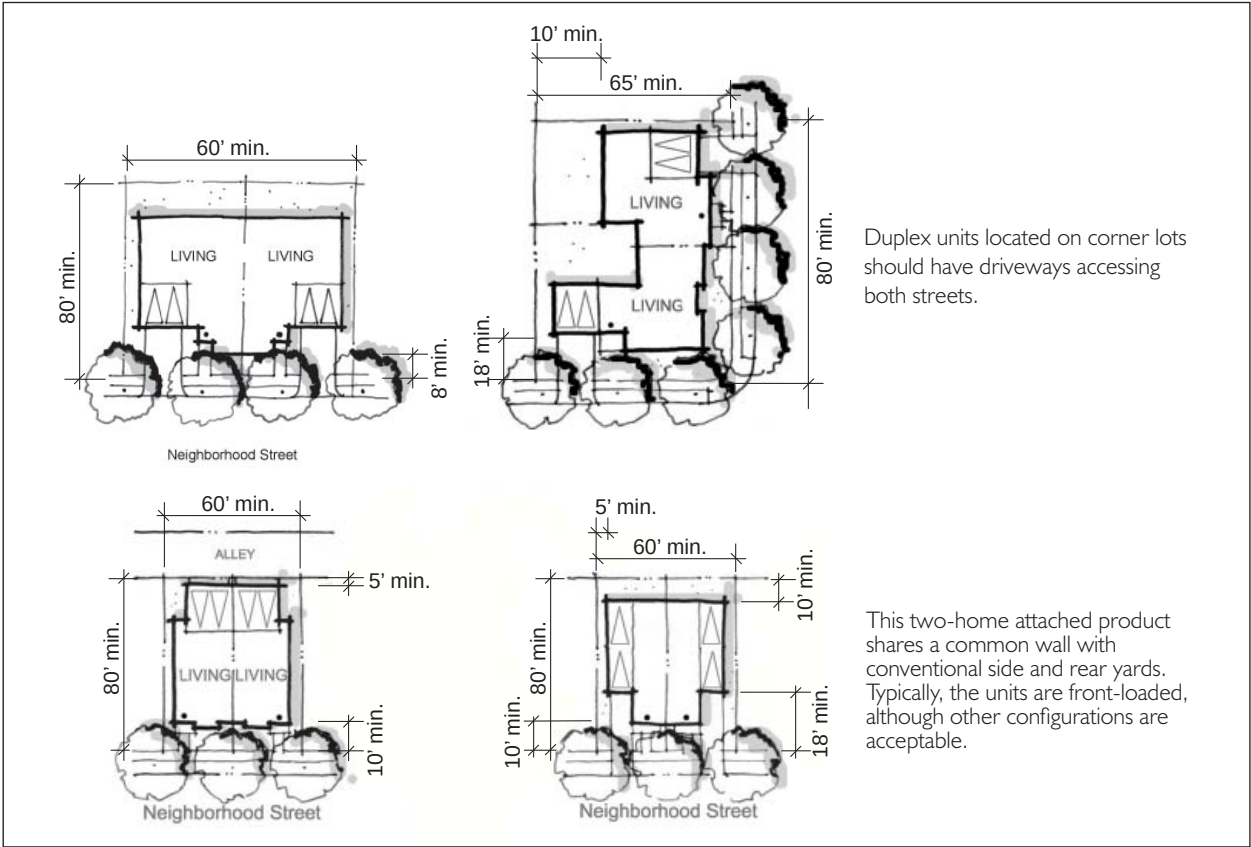
Court cluster detached home seen from the drive aisle

© DESIGNLENS



Homes fronting an auto court

© DESIGNLENS



2.1.2.3 Duet Housing

Density	
Dwelling Units/Acre	6.1-12.0

Lot Requirements	
Lot Size	5,000 sq. ft. min.
Lot Width	60 ft. min.
Corner Lot Width	65 ft. min.
Lot Depth	80 ft. min.
Lot Coverage	65% max.

Setback Requirements	
Front Yard (setback from sidewalk)	
Living Area	10 ft. min.
Open Front Porch	8 ft. min.
Garage (with roll-up door)	18 ft. min.
Side Yard	
Interior Side Yard	5 ft. min.
Corner Side Yard	10 ft. min.
Rear Yard	
Living Area	10 ft. min.
Alley-Loaded Garage	3 ft. min./6 ft. max.*
Maximum Building Height	45 ft. (3 stories)

Accessory Units	
Accessory/in-law units, cottages, and units above rear-yard detached garages are not allowed.	

Parking	
Guest parking should be located on the adjacent street.	
Off-Street	
Minimum 2 covered spaces per unit	
On-Street	
In specified areas or road right-of-way, where allowed	

*Where achievable.



Front-yard street scene of rear-loaded duplexes
© DESIGNLENS



Duet housing with garages accessed from the public street
© DESIGNLENS

2.1.2.4 Detached Townhomes

Density

Dwelling Units/Acre 6.1-12.0

Lot Requirements

Lot Size 2,000 sq. ft. min.
 Lot Width 32 ft. min.
 Corner Lot Width 37 ft. min.
 Lot Depth 65 ft. min.
 Lot Coverage 80% max.

Setback Requirements

Front Yard Setback from Sidewalk
 Living Area 10 ft. min.
 Open Front Porch 8 ft. min.
 Garage
 Setback from Drive Aisle 3 ft. min./6 ft. max.*
 Side Yard
 Interior Side Yard 4 ft. min.
 Corner Side Yard 12 ft. min.

Building Separation

From Building to Building 8 ft. min.

Maximum Building Height

45 ft. (3 stories)

Drive Aisle Width

14 ft. min.

Paseo Width

20 ft. min.

Private Outdoor Space

100 sq. ft. min. (10 ft. min. dimension)

Accessory Units

Accessory/in-law units, cottages, and units above rear-yard detached garages are not allowed.

Parking

General

Required parking shall be located at the rear of the unit off the alley. Parking spaces should be conveniently distributed in relative proximity to the units they serve. Off-street guest parking shall be provided as determined by the City on a case-by-case basis.

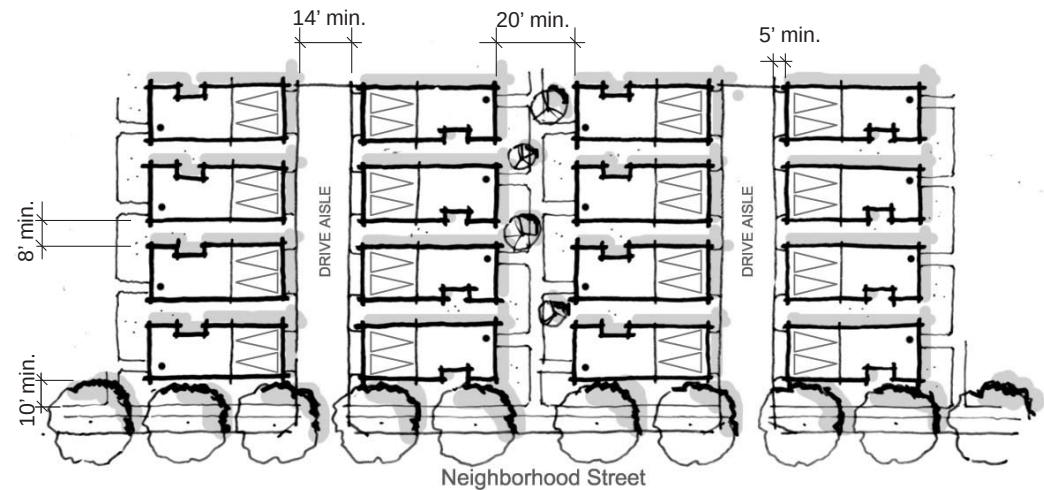
Off-Street

Minimum 2 covered spaces per unit

On-Street

Where permitted on adjacent streets; in designated areas, adjacent to drive aisle with required space for maneuvering

*Where achievable.



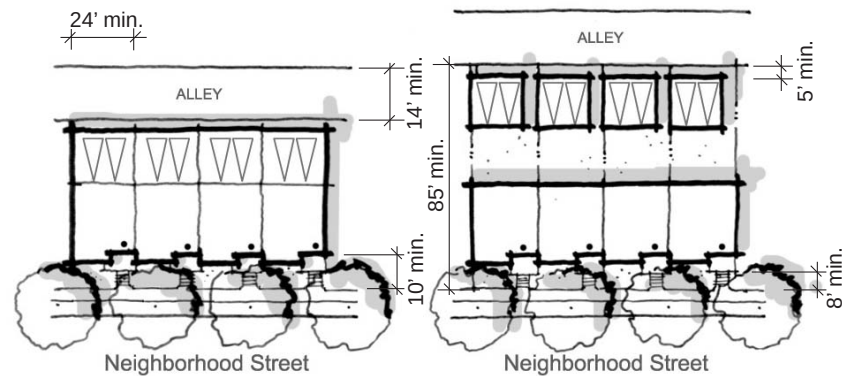
This product arrangement features front doors oriented around a common open space or street with garage access occurring at the rear off alleyways. They may be laid out either conventionally or in a zero-lot-line arrangement. Private yard area may be placed at the front, side, or rear.



Detached townhomes with entries from the paseo
 © DESIGNLENS



View of drive aisle with pocket planters
 © DESIGNLENS



Rear-loaded attached townhomes with tuck-under or detached garages. Attached units may have private open space in patio deck and/or in the front and rear yards.



Elevated front entries with garages one-half story lower, accessed from alley
© DESIGNLENS

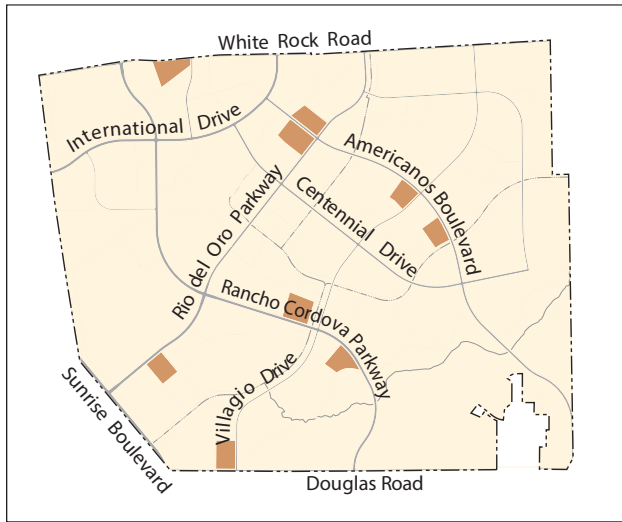


Alley access to garages and private yards
© DESIGNLENS

2.1.2.5 Attached Townhomes

Density	Dwelling Units/Acre	12.0-18.0
Lot Requirements	Lot Size	1,600 sq. ft. min.
	Lot Width	24 ft. min.
	Corner Lot Width	29 ft. min.
	Lot Depth, Detached Garage	85 ft. min.
	Lot Depth, Tuck-Under Garage	65 ft. min.
	Lot Coverage	80% max.
Setback Requirements	Front Yard, Setback from Sidewalk	
	Living Area	10 ft. min.
	Open Front Porch/Stoop	8 ft. min.
	Side Yard	
	Interior Side Yard	0 ft.
	Corner Side Yard	5 ft. min.
	Rear Yard	
	Living Area	0 ft.
	Alley-Loaded Garage	3 ft. min./6 ft. max.*
Maximum Building Height		45 ft. (3 stories)
Drive Aisle Width		14 ft. min.
Private Outdoor Space		100 sq. ft. min.
Accessory Units		
	Accessory/in-law units, cottages, and units above rear yard detached garages are not allowed.	
Parking		
	General	
		Required parking shall be located at the rear of the unit off the alley. Off-street guest parking shall be provided as determined by the City on a case-by-case basis.
	Off-Street	
		Minimum 2 enclosed spaces per unit
	On-Street	
		Where permitted on adjacent streets and in designated areas adjacent to alleys with required space for maneuvering.

*Where achievable.



High-density residential locations

2.1.3 HIGH-DENSITY RESIDENTIAL

High-density residential housing types (HDR: 18.1-40.0 du/ac) include apartments and condominiums with tuck-under parking, surface parking, and parking located in structures or below podiums with housing units above. Podium-designed residential units include parking decks located above and/or below grade depending on site and economic factors.

A mixed-use arrangement with commercial or office on the street level is allowed in this category, provided that all other land use and zoning conditions are met.



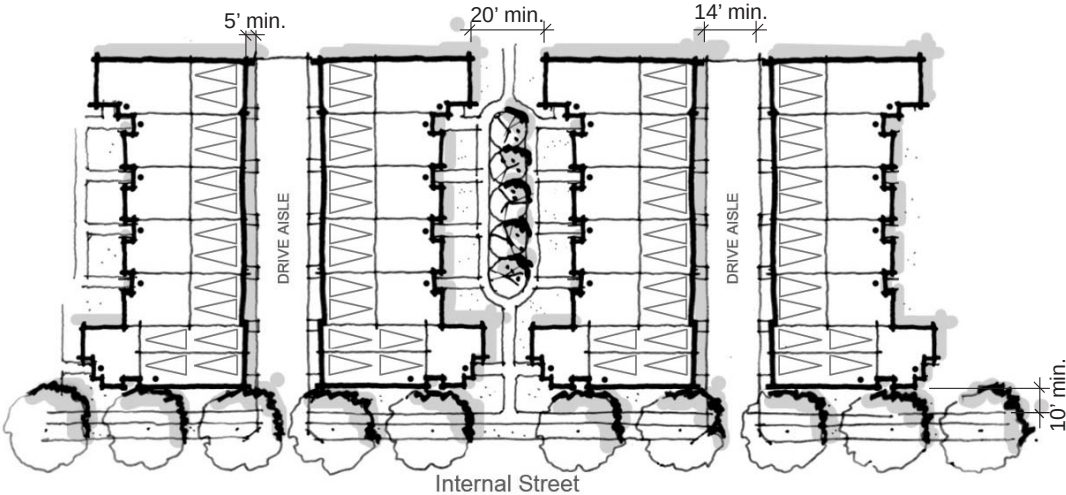
Paseo cluster high-density product



Higher density condominium project with drive aisle to structured parking



Example of garden-style apartments



The arrangement of this housing style is similar to the detached cluster housing (shown on page 15), but is incorporates attached units. Front entries are located off a common open space with garages located along drive aisles at the rear of the units. Some of the units have tandem parking with condominium units above.

2.1.3.1 Green Court Townhomes/
Condominiums

Density	
Dwelling Units/Acre*	15.0-20.0
Setback Requirements	
Front Setback from Sidewalk	
Living Areas	10 ft. min.
Open Front Porches	8 ft. min.
Garage	
Setback from Drive Aisle	5 ft. min.
Side Yard	
Interior Side Yard	3 ft. min.
Corner Street Side	8 ft. min.
Alley-Loaded Garage	3 ft. min./6 ft. max.**
Building Separation	15 ft. min.
Front-to-Front	20 ft. min.
Side-to-Side without Openings	10 ft. min.
Front-to-Side	15 ft. min.
Maximum Building Height	45 ft. (3 stories)
Drive Aisle Width	14 ft.
Private Outdoor Space	75 sq. ft. min.
Parking	

- General
 - Required parking may be enclosed or covered, and placed within the unit or in designated areas. Off-street guest parking shall be provided as determined by the City on a case-by-case basis.
- Off-Street
 - Minimum 2 covered spaces per unit (may be in tandem configuration)
- On-Street
 - On-site or off-site, at the City's discretion

* Depending on site layout, this prototype may fall below 18.1 du/ac
** Where achievable.



Example of high-density housing fronting a public street
© DESIGNLENS



Common-area walkway that provides access to units
© DESIGNLENS

2.1.3.2 Garden Style Condominiums/ Apartments

Density

Dwelling Units/Acre 18.1-40.0

Lot Coverage

Building Coverage 50% max.
Surface Parking Coverage 25% max.
Landscape Coverage* 25% min.

Building Setback Requirements

Major Arterial 20 ft. min.
Other Street 15 ft. min.
Drive Aisle 3 ft. min./6 ft. max.**

Building Separation

From Primary to Primary Elevation† 20 ft. min.
Side to Side without Openings 10 ft. min.
Front to Side 15 ft. min.

Maximum Building Height 60 ft. (4 stories)

Private Outdoor Space

Ground-Level Units 80 sq. ft. min.
Upper-Level Units 40 sq. ft. min.

Parking

General

Required parking may be enclosed or covered within the unit or in designated areas

Off-Street

Two spaces for 2+ bedroom unit or 1 space for 1 bedroom/studio units; guest parking shall be provided as determined by the City on a case-by-case basis

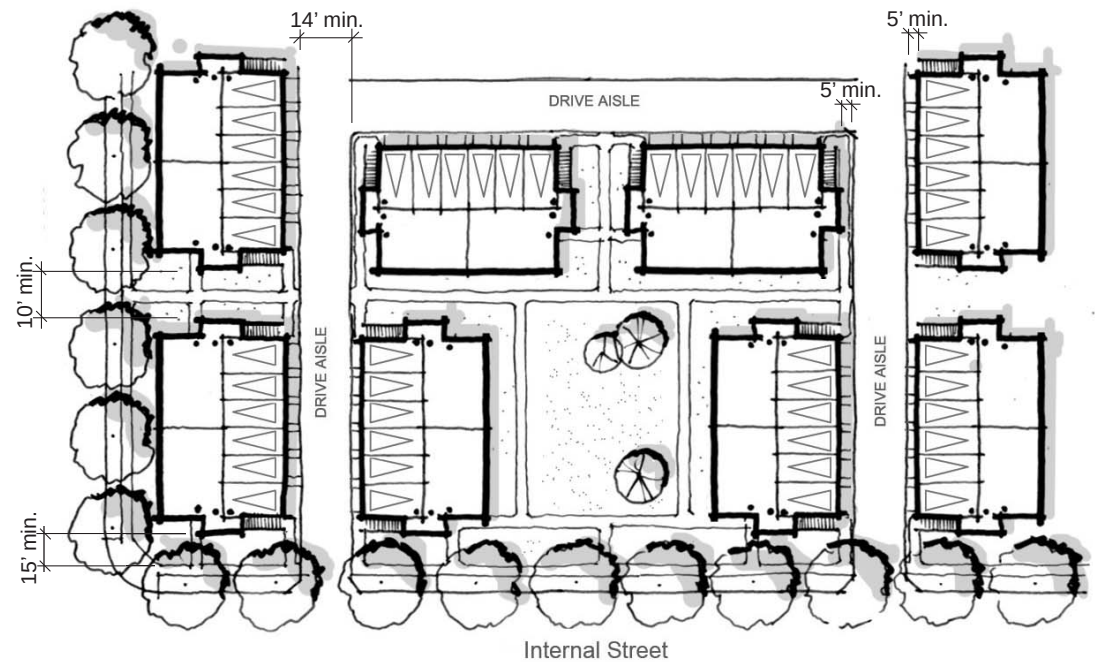
On-Street

On-site and/or off-site at the City's discretion

* May include private open space areas such as patios, decks, and porches.

** Where achievable.

† Primary elevation consists of two or more windows from a major living area.



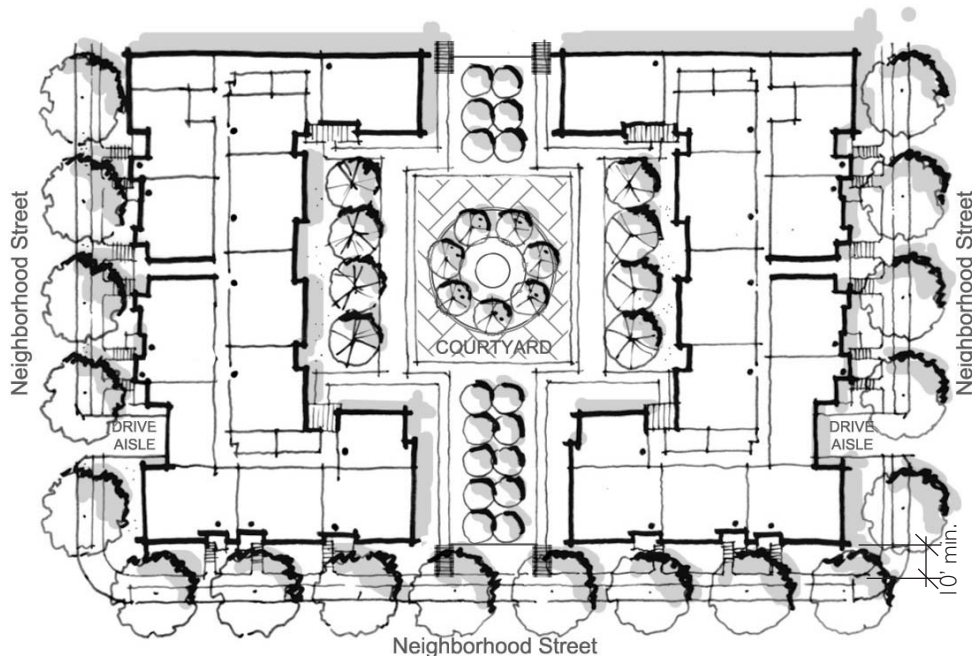
This building type typically is planned with multiple structures arranged around a common green space with assigned parking either within the building, in parking lots, and/or in detached garage bays. Required parking should be evenly distributed in bays as appropriate.



Units with private outdoor spaces on the upper floors
© DESIGNLENS



First-floor units may have direct entry from adjoining streets
© DESIGNLENS



Units in this type of configuration face either a common interior courtyard or surrounding streets, with parking located in a shared garage beneath the first-floor units. Private open space is typically provided off the living areas as decks or patios. Unit entries are located off the surrounding streets or from an interior corridor in the building.

2.1.3.3 Podium Apartments/Condominiums

Density

Dwelling Units/Acre 18.1-40.0

Lot Coverages

Building Lot Coverage* 75% max.
Surface Parking Coverage 15% max.
Landscape Coverage** 25% min.

Setback Requirements from Sidewalk

Front Yard
Living Area 10 ft. min.
Open Front Porch/Stoop 8 ft. min.
Side Yard
Corner Side Yard 10 ft. min.
Rear Yard
Living Area 10 ft.
Parking Lot/Garage 5 ft.

Maximum Building Height 60 ft. (4 stories) max.

Private Open Space 40 sq. ft. min.

Parking

General

Parking is in an enclosed area beneath the first level of units; guest parking at 0.5 space/unit may be located in bays on-site or on surrounding streets, where allowed

Off-Street

Minimum 2 covered spaces per unit (May be in tandem configuration)

On-Street

No required spaces on public streets

* Building coverage includes the podium footprint as measured at grade

** May include upper-floor decks, patios, and common open space on the podium



Courtyard view of podium unit
© DESIGNLENS



Variation in roof lines and setbacks can add visual interest to higher density residential prototypes



COMMERCIAL AND MIXED USE DEVELOPMENT STANDARDS



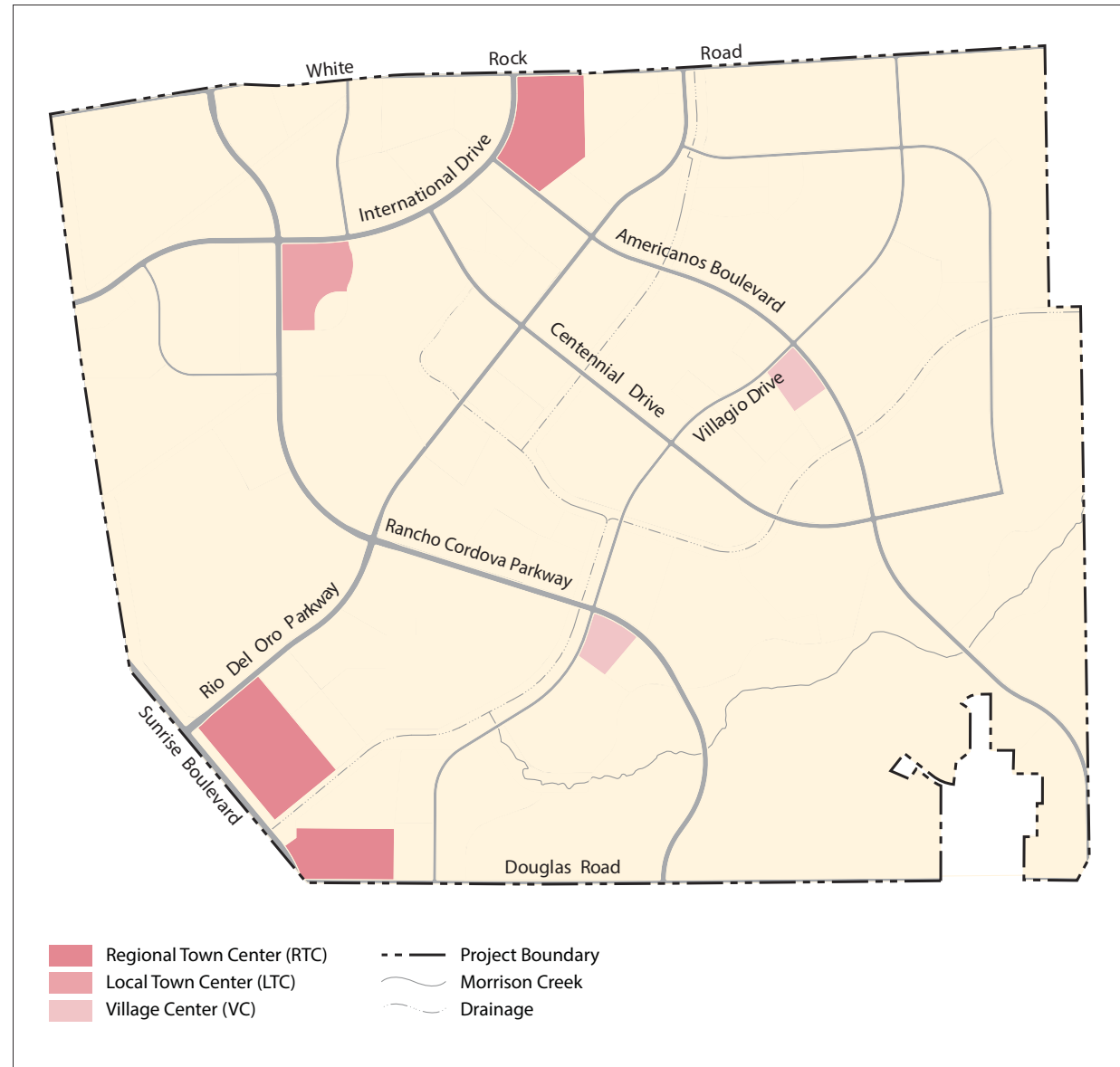
2.2 COMMERCIAL AND MIXED USE DEVELOPMENT STANDARDS

Commercial and mixed use areas in Rio del Oro are categorized into three major types: Regional Town Centers, Local Town Centers, and Village Centers. Each type of commercial and mixed use center serves a specific function within the community and region. The three types differ in their size, scale, types of commercial and other mixed uses, and potential customer base. All commercial centers shall adhere to the high standard of quality of Rio del Oro while allowing opportunities for innovative design. All commercial and mixed use developments shall be pedestrian, bicycle, and transit friendly; conveniently accessible; and situated to serve the projected users. Each commercial and mixed use project shall provide a display case or kiosk that presents a variety of transportation information such as carpools, schedules, and bicycle trails and routes.

Plans for circulation into and within commercial developments must receive approval from the City of Rancho Cordova Department of Public Works. Vehicular access points should be minimized and safely located.

Parking requirements for commercial centers are also provided in these development standards. A reduction in required parking based on proposed uses may be allowed per the Rancho Cordova Municipal Code, Section 23.719.090, "Reductions and Exceptions to Minimum Parking Requirements," and as consistent with the approved *Rio del Oro Air Quality and Emissions Reduction Plan*.

Bicycle parking facilities shall be consistent with the Rancho Cordova Municipal Code, Section 23.719.120, and the approved *Rio del Oro Air Quality and Emissions Reduction Plan*.





Pedestrian-friendly retail street



Articulated large-format retail architecture to reduce apparent size



Local Town Center edge treatment
© DESIGNLENS

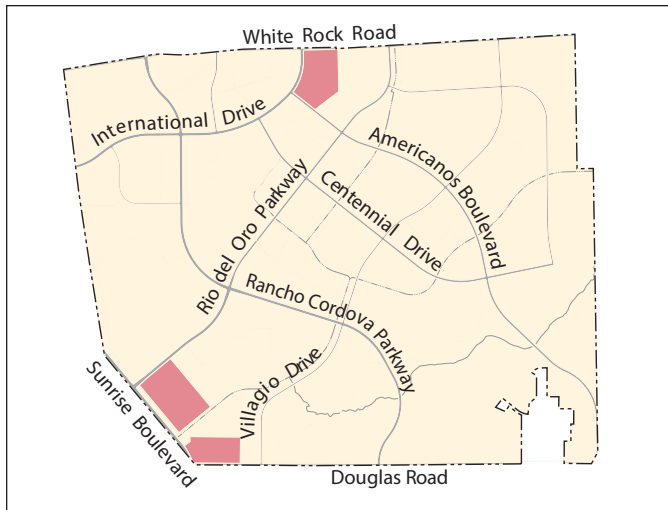


Commercial uses adjacent to residential uses
© DESIGNLENS



Informal public gathering areas in Regional Town Center

A variety of commercial projects are proposed for Rio del Oro



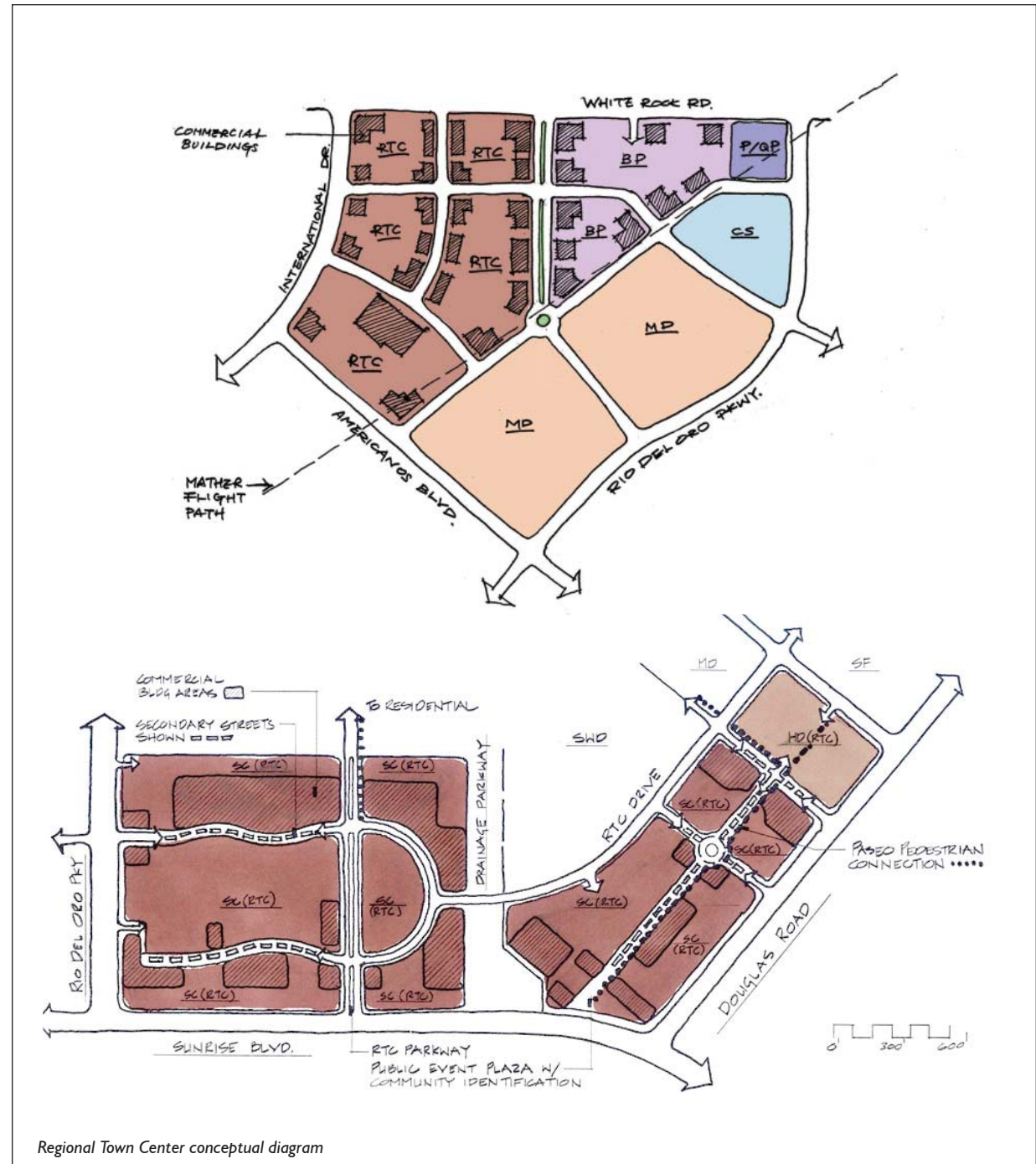
Regional Town Center locations

2.2.1 REGIONAL TOWN CENTERS

Two regional commercial areas are planned for Rio del Oro. One is located along Sunrise Boulevard between Douglas Road and Rio del Oro Parkway. This large retail center is separated by the drainage way that provides pedestrian and bicycle access to the site. The second Regional Town Center is centrally located in the northern portion of the project adjacent to Americanos Boulevard at White Rock Road.

The two Regional Town Centers are envisioned as combination lifestyle centers and “power centers” providing larger format retail stores that serve both Rancho Cordova and the surrounding regional market areas.

Residential uses are not permitted in some portions of the planning area because of Mather Airport noise restrictions. However, residential uses may be allowed in the Regional Town Center in the future as overflight noise is reduced as a result of ongoing efforts, including: implementation of the *Mather Airport Master Plan* and *Mather Airport Comprehensive Land Use Plan*; recommendations by the Mather Airport Aircraft Overflight Noise Abatement Group; and application of new flight practices and procedures.



Regional Town Center conceptual diagram

If the Mather noise contours are amended, the City will consider vertical and/or horizontal integration of high-density residential units in conjunction with nonresidential uses, subject to a Specific Plan Amendment and City Council approval.

The diagrams shown here are conceptual in nature. They represent possible methods to integrate a mixture of land uses into the locations, respecting given site constraints. The on-site circulation systems place retail buildings adjacent to internal main streets or surrounding roadways. These same streets may serve residential or business-professional uses as well. Direct vehicular access from surrounding land uses should align with internal streets and must meet intersection spacing requirements. Other design provisions may be found in Section 3.4 of the design guidelines in this document.

2.2.1.1 Regional Town Center Development Standards

Development Intensity

Floor Area Ratio 0.30 min.

Lot Coverage

Building Coverage 50% max.

Landscape Coverage 20% min.
(may include plazas, greens, and other public spaces)

Building Setback Requirements

Front Yard 0 ft. min.

Side Yard

Interior Side Yard 0 ft. min.

Corner Street Side 0 ft. min.

Rear Yard 10 ft. min.

Yards Adjacent to Residential Areas

Side Yards 15 ft. min.

Rear Yards 15 ft. min.

Side setbacks adjacent to residential areas shall be increased ½ foot for each 1 foot the building exceeds 20 ft. in height, to a maximum required setback of 30 ft.

Landscape Setback from Parking

Setback from Public Right-of-Way 10 ft. min.
(intended to provide buffer to pedestrians on adjoining sidewalks)

Building Frontage Setback

A minimum of 50% of the primary building frontages shall be placed within the building setback envelope along the main commercial street. The commercial street may be public or private or internal to the center. The building setback envelope shall be 0 ft. to 15 ft. from the back of the sidewalk.

The setback area may include pedestrian or other amenities such as plazas, outdoor eating areas, pergolas, or other landscape features. Parking shall not be located within the building setback envelope.

Facade Articulation and Wall Surfaces

Ground-Floor Transparent Facade 25% min.

A minimum of 25% of the ground-floor facade fronting a primary retail street shall be designed with transparent wall surfaces such as windows, commercial display windows, and/or doorways.

Facade Setback Variation - every 100 ft. min. of building length

No building facade along a primary retail street may extend more than 100 ft. in length without variations in the wall surface through setbacks or changes in the wall plane. Changes in the facade wall surface may be accomplished with setbacks or step-backs, arcades, changes in the angle of the facades, and incorporation of pilasters, columns, and other architectural design elements into the building architecture.

Maximum Building Height 65 ft. max.

Parking

Minimum Spaces

4.5 spaces per 1,000 sq. ft. of gross floor area
(may be located in structured arrangements)

The City may grant exceptions or reductions to these standards as part of the design review process.



Covered arcades help to provide shade for shoppers

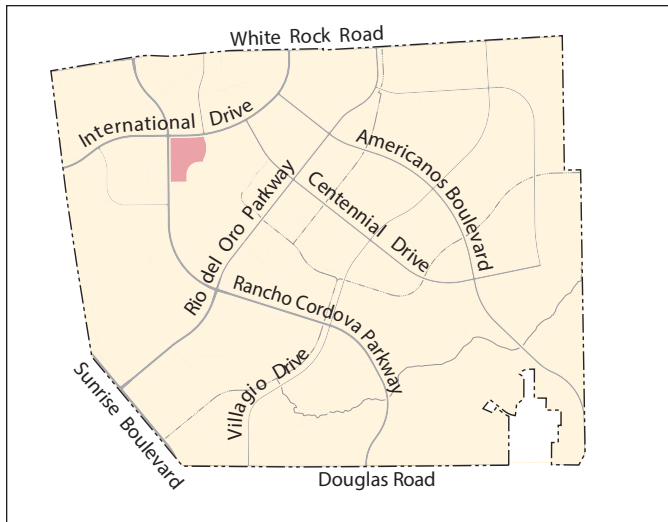


Service area concealed in architecture adjacent to building entry



Roof and building articulation reduces building mass

A conceptual site plan covering the entire RTC parcel is required to be submitted and approved by the City Council prior to the approval of the first parcel map to subdivide the RTC area or other any other development permit is issued.

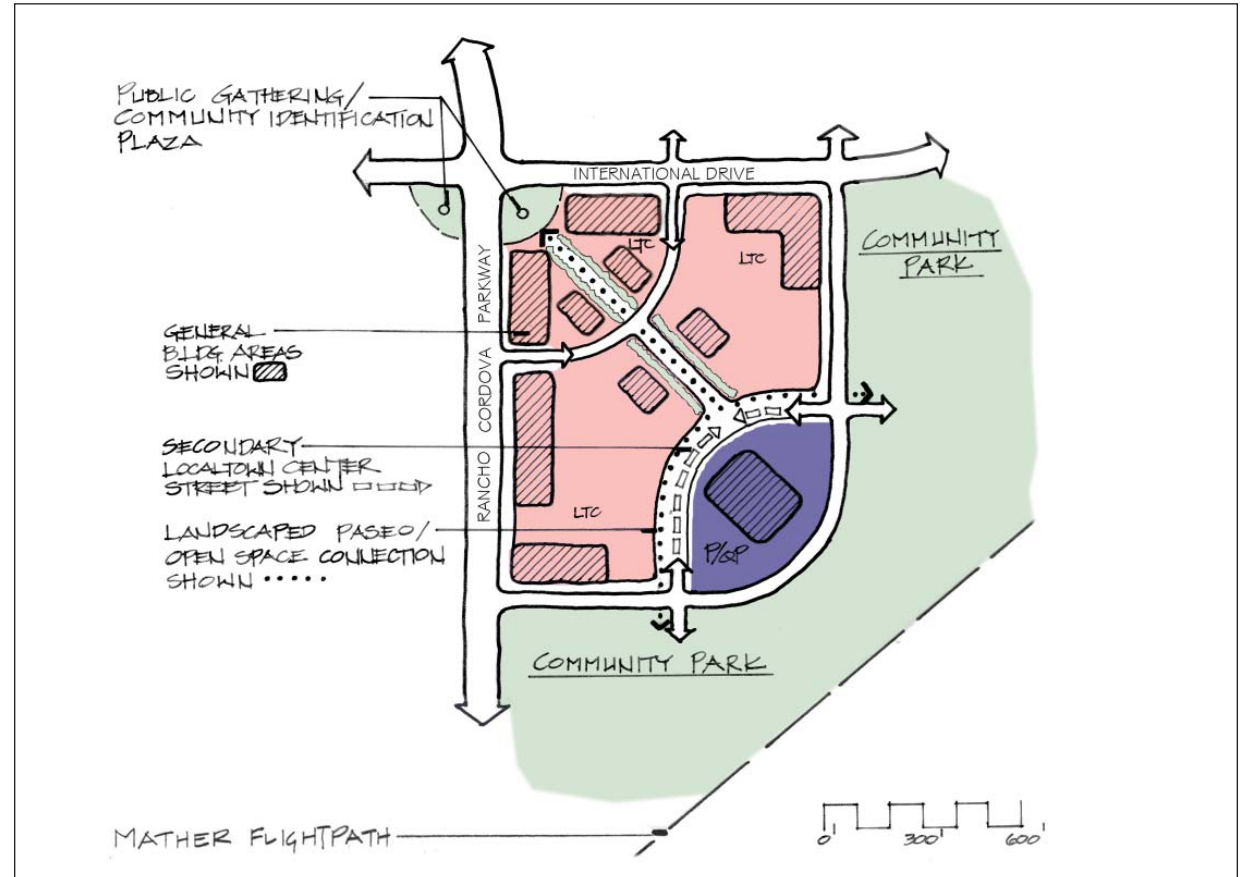


Local Town Center locations

2.2.2 LOCAL TOWN CENTER

The 22-acre Local Town Center, in the northwest area of the community along Rancho Cordova Parkway, is intended to serve the greater Rio del Oro community. The Local Town Center is intended to provide a variety of community and neighborhood-serving retail commercial and office uses. Integration of these uses is encouraged. The Local Town Center is intended to serve a greater area and population than the Village Centers. A limited number of larger scale uses may be located at this site. Office uses may also be incorporated into the project.

Residential uses are not permitted in some portions of the planning area because of Mather Airport noise restrictions. However, residential uses may be allowed in the future as overflight noise is reduced as a result of ongoing efforts, including: implementation of the *Mather Airport Master Plan* and *Mather Airport Comprehensive Land Use Plan*; recommendations by the Mather Airport Aircraft Overflight Noise Abatement Group; and application of new flight practices and procedures.



Local Town Center conceptual diagram

If the Mather noise contours are amended, the City allows for the vertical and/or horizontal integration of high-density residential units in conjunction with nonresidential uses. Integration of uses may be achieved through a density transfer, as identified in Specific Plan Section 3.8, "Minor Density Adjustment/Transfer of Density," or a Specific Plan amendment, as defined in Specific Plan Section 8.4, "Specific Plan Amendments."

The conceptual diagram illustrated here shows a mixed-use vision of a larger area, concentrating commercial uses and a project identity feature

around the main intersection. The surrounding office uses feed off the local collector street. Buildings will be located close to the proposed roadways. Pedestrian connections are provided from the main intersection toward the community park and adjacent roadways. As depicted in the diagram above, a public, quasi-public use adjoining and integrating with the community park is desirable. This site is ideally located at the terminus of the landscaped paseos and adjacent to the proposed community park. A branch library, church, police facility, post office, day care center, fitness club, or other uses may be proposed at this location.

The commercial area should be designed as an activity core with gathering places that attract day and evening users. Vertical mixed-use layouts with structured parking are allowed if economically feasible.

Other design provisions may be found in Section 3.4 of this document.

2.2.2.1 Local Town Center Development Standards

Development Intensity

Floor Area Ratio 0.30 min.

Lot Coverage

Building Coverage 50% max.

Landscape Coverage 20% min.
(may include public plazas and gathering areas)

Building Setback Requirements

Front Yard 0 ft. min.

Side Yard

Interior Side Yard 0 ft. min.

Corner Street Side 0 ft. min.

Rear Yard 0 ft. min.

Yards Adjacent to Residential Areas

Side Yards 15 ft. min.

Rear Yards 15 ft. min.

Side setbacks adjacent to residential areas shall be increased ½ foot for each 1 foot the building exceeds 20 ft. in height, to a maximum required setback of 30 ft.

Building Frontage Setback

A minimum of 50% of the primary building frontages shall be placed within the building setback envelope along the main commercial street. The commercial street may be public or private or internal to the center. The building setback envelope shall be 0 ft. to 15 ft. from the back of the sidewalk. The setback area may include pedestrian or other amenities, such

as plazas, outdoor eating areas, pergolas, or other landscape features. Parking shall not be located within the building setback envelope.

Facade Articulation and Wall Surfaces

Ground-Floor Transparent Facade 40% min.

A minimum of 40% of the ground-floor facade fronting the primary retail street (drive aisle entry from major driveway or public street) shall be designed with transparent wall surfaces, such as windows, commercial display windows, and/or doorways.

Facade Setback Variation - every 75 ft. min. of building length

No building facade along a primary retail street may extend more than 75 ft. in length without variations in the wall surface through setbacks or changes in the wall plane. Changes in the facade wall surface may be accomplished with setbacks or step-backs; arcades; changes in the angle of the facades; and incorporation of pilasters, columns, and other architectural design elements into the building architecture.

Maximum Building Height 55 ft.

Parking

Minimum Spaces

4.5 spaces per 1,000 sq. ft. of gross floor area
(may be located in structured arrangements)

The City may grant exceptions or reductions to these standards as part of the design review process.

Office Park Uses

Standards for proposed office park uses should adhere to the business park development standards, Sections 2.3.1 and 3.5 of this document.



Parking in front of the neighborhood grocery promoting a "retail street" atmosphere.

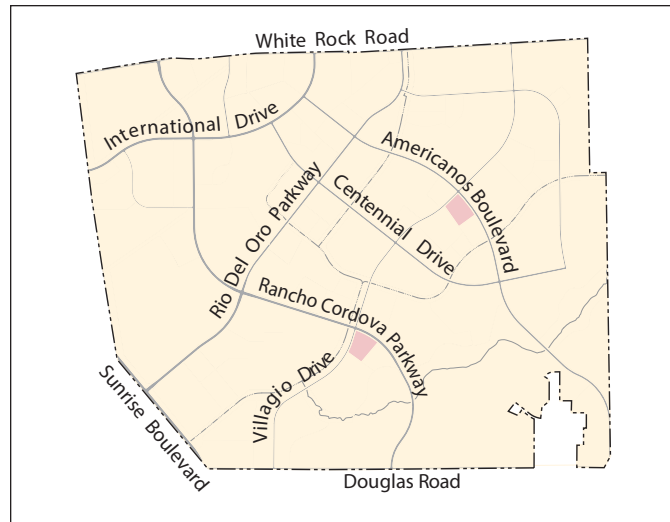


Town Center view at night with decorative street lamps



Example of commercial and office uses fronting local collector road

A conceptual site plan covering the entire LTC parcel is required to be submitted and approved by the City Council prior to the approval of the first parcel map to subdivide the LTC area or other any other development permit is issued.

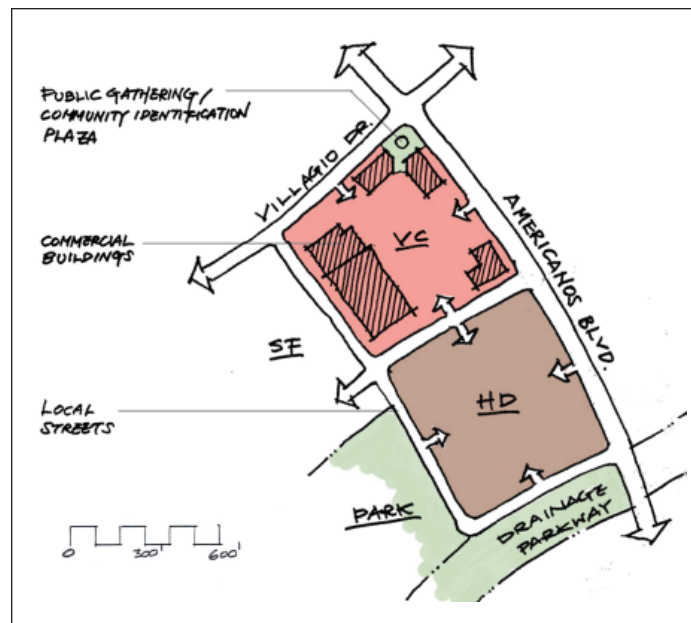


Village Center locations

2.2.3 VILLAGE CENTERS

The two Village Centers, located along Rancho Cordova Parkway and Americanos Boulevard, are intended to provide for the needs of the surrounding residential neighborhoods. Providing a variety of retail sales and professional services that residents may access on a daily basis, they are centrally located within each village area. These neighborhood commercial nodes may also contain higher density residential uses and public and quasi-public uses in either a vertical or horizontal mixed-use configuration. A more intimate, pedestrian-scale environment should be created with pedestrian and bicycle connections along streets and greenways connecting the centers to the surrounding neighborhoods.

The conceptual diagram shown at right illustrates how the residential and commercial uses may be integrated. The circulation system provides direct connections to the retail center from the residential areas. For other provisions, refer to Section 3.3, "Residential Neighborhood Guidelines," and Section 3.4, "Commercial Guidelines," in this document.



Village Center conceptual diagram



Residential housing in background adjacent to a commercial area
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Seating areas within the building setback



Example of a well-designed parking area, sidewalk, and architectural facades

2.2.3.1 Village Center Development Standards

Development Intensity

Floor Area Ratio 0.30 min.

Lot Coverage

Building Coverage 50% max.

Landscape Coverage 20% min.

(may include public plazas and gathering areas)

Building Setback Requirements

Front Yard 0 ft.

Side Yard

Interior Side Yard 0 ft. min.

Corner Street Side 0 ft. min.

Rear Yard 0 ft. min.

Yards Adjacent to Residential Areas

Side Yards 15 ft. min.

Rear Yards 15 ft. min.

Side setbacks adjacent to residential areas shall be increased ½ foot for each 1 foot the building exceeds 20 ft. in height, to a maximum required setback of 30 ft.

Landscape Setback

Setback from Right-of-Way 5 ft. min.

Building Frontage Setback

A minimum of 50% of the primary building frontages shall be placed within the building setback envelope along the main commercial street. The commercial street may be public or private or internal to the center. The building setback envelope shall be 0 ft. to 15 ft. from the back of the sidewalk.

The setback area may include pedestrian or other amenities, such as plazas, outdoor eating areas, pergolas, or other landscape features. Parking shall not be located within the building setback envelope.

Facade Articulation and Surfaces

Ground-Floor Transparent Facade 50% min.

A minimum of 50% of the ground-floor facade fronting a primary retail street shall be designed with transparent wall surfaces, such as windows, commercial display windows, and/or doorways. Building entry foyers, courtyards, and outdoor seating areas for restaurants may be calculated as part of the 50% surface area requirement.

Facade Setback Variation - every 50 ft. min. of building length

No building facade along a primary retail street may extend more than 50 ft. in length without variations in the wall surface through setbacks or changes in the wall plane. Changes in the facade wall surface may be accomplished with setbacks or step-backs; arcades; changes in the angle of the facades; and incorporation of pilasters, columns, and other architectural design elements into the building architecture.

Maximum Building Height 45 ft. max.

Parking

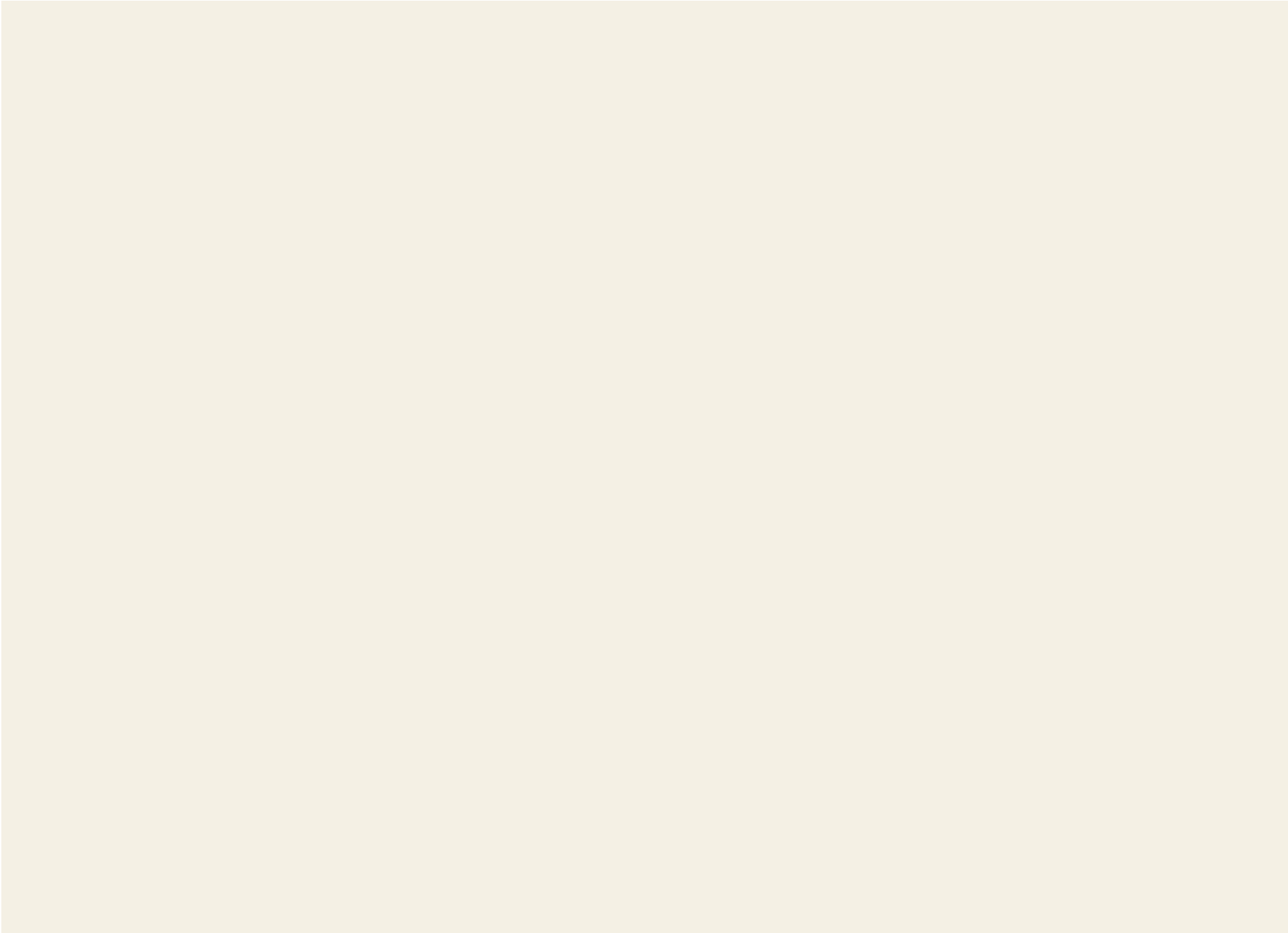
Minimum Spaces

4.5 spaces per 1,000 sq. ft. of gross floor area
(may be located in structured arrangements)

The City may grant exceptions or reductions to these standards as part of the design review process.

The City encourages flexible parking schemes that encourage joint use, on-street parking, or other techniques in smaller clustered arrangements that provide sufficient pedestrian access.

A conceptual site plan covering the entire VC parcel is required to be submitted and approved by the City Council prior to the approval of the first parcel map to subdivide the VC area or other any other development permit is issued.





BUSINESS AND INDUSTRIAL PARK DEVELOPMENT STANDARDS

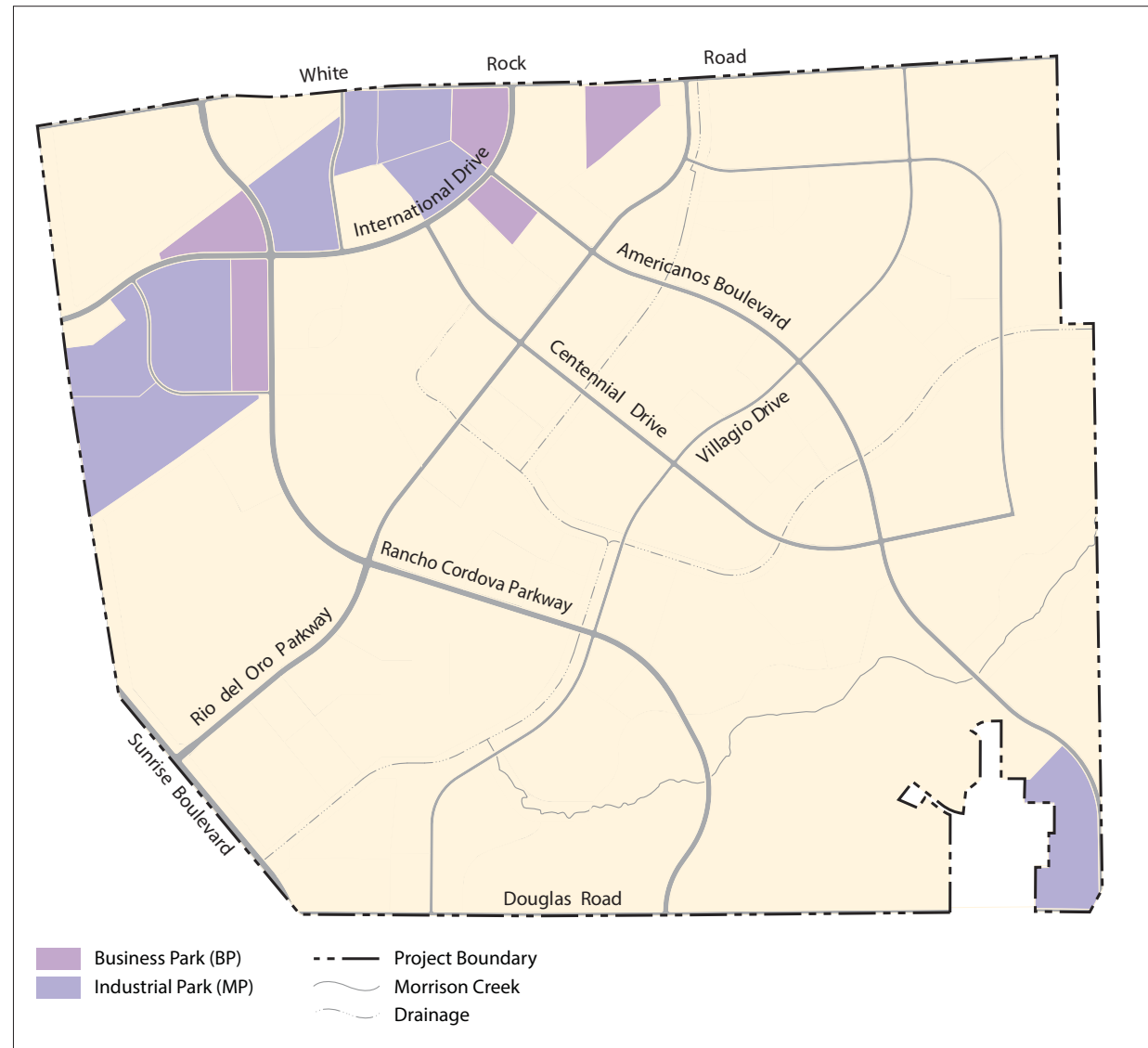
2.3 BUSINESS AND INDUSTRIAL PARK DEVELOPMENT STANDARDS

Light industrial development and business parks are similar uses that may incorporate research and development, offices, and light manufacturing, and require similar site and facility design. They may also provide for a limited amount of smaller scale commercial uses to serve the surrounding uses. A separate and distinct identity for an individual project may be allowed as long as it complements the overall district and community image. Office and industrial parks should be designed with landscaped setbacks adequate to create an attractive public edge along the major and secondary roads within the area.

This chapter provides development standards for industrial and business parks, which act as minimum site and building development requirements. Corresponding design guidelines are intended to be flexible and encourage new and innovative building design solutions.

Both large- and small-plate buildings will be developed in Rio del Oro. Small plate buildings are suggested in locations near residential land uses.

Office and industrial parks shall provide parking facilities for bicycles, shower and locker facilities, and carpool and vanpool parking, in accordance with Chapter 23.719, "Parking and Loading," of the Rancho Cordova Municipal Code and as consistent with the approved *Rio del Oro Air Quality and Emissions Reduction Plan*. Office and industrial parks are also subject to the stipulations of Chapter 10.64, "Trip Reduction Programs," of the Rancho Cordova Municipal Code, which seeks to reduce the number of employee vehicle trips.





Guest parking identified by special paving at building entry



Contemporary architecture within a richly textured landscape



Planters defining pedestrian access in a setback area

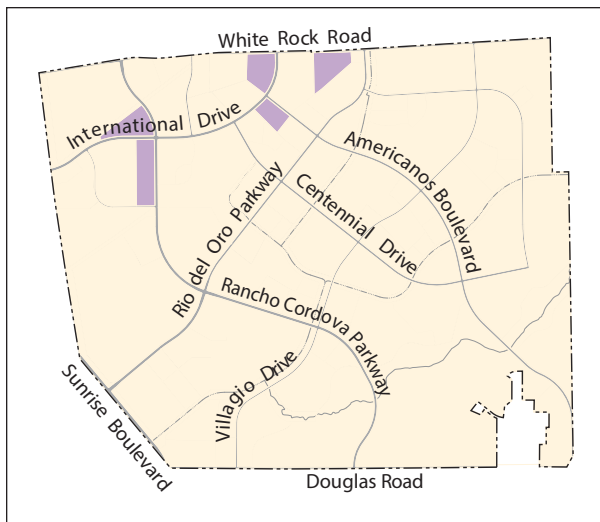


Central green in campus environment



Example of main entry treatment to an office building

Examples of representative business and industrial parks



Business Park locations

2.3.1 BUSINESS PARKS

The business and office park districts are located along Rancho Cordova Parkway, Americanos Boulevard, and White Rock Road in the northern quadrant of the Rio del Oro community.

Business and office park uses include research and development uses; corporate offices for industry, banking, and insurance companies; and high-tech industrial offices or light-industrial and assembly uses. Supporting retail and service uses, such as small cafes, restaurants, printing and reprographic services, office supply stores, and other business services, are allowed within business park districts. These support services are beneficial when creating a campus-like office park environment, a type of development that is encouraged within this district.

Business centers may also provide storage and warehousing uses as a portion of the overall business and office park facilities. The intended uses within the business and office parks are to occur entirely within enclosed buildings.

Positioning smaller plate office buildings adjacent to residential areas is desirable. Such positioning must be considered when locating individual projects.

2.3.1.1 Business Park Development Standards

Development Intensity

Floor Area Ratio 0.25 min.

Lot Requirements

Lot Area 10,000 sq. ft. min.
 Lot Width 80 ft. min.
 Corner Lot Width 80 ft. min.
 Lot Depth no min. requirement

Building Setback Requirements

Front Yard 0 ft. min.
 Side Yard
 Interior Side Yard 20 ft. min.
 Corner Street Side 30 ft. min.
 Rear Yard 10 ft. min.

Yards Adjacent to SF and MD Residential Areas

Side Yards 15 ft. min.
 Rear Yards 15 ft. min.

Side setbacks adjacent to SF and MD residential areas shall be increased ½ foot for each 1 foot the building exceeds 20 ft. in height, to a maximum required setback of 30 ft.

Maximum Building Height 60 ft. max.

Landscape Requirements*

Side and Rear Yard Landscaping
 Adjacent to Industrial, Commercial, or Office Uses 5 ft. min.
 Adjacent to Residential Uses 15 ft. min.
 Landscape Coverage 20% min.
 (may include outdoor public spaces)

Parking

Minimum Spaces

Three spaces for 1,000 sq. ft. of net floor area or 1 for every 2 occupants based on Uniform Building Code maximum load, whichever is less.

The City encourages flexible parking schemes that encourage joint use, on-street parking, or other techniques in smaller clustered arrangements that provide sufficient pedestrian access.

The City may grant exceptions or reductions to required parking as part of the design review process.

* Except where parking areas, driveways, and outdoor pedestrian areas are shared between adjoining properties.



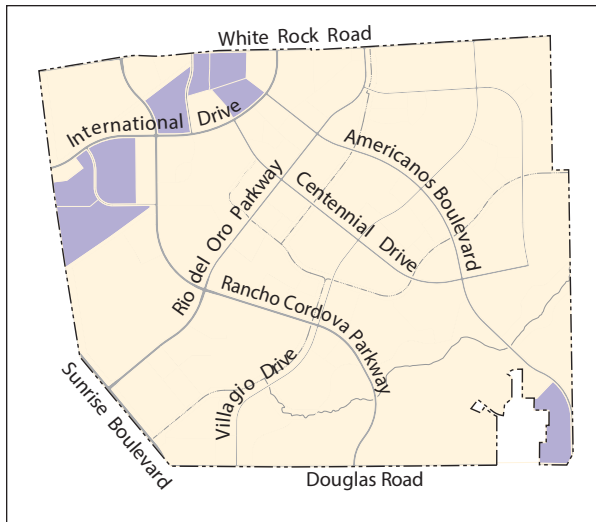
Example of open space in a business park or campus setting



Office building architecture displaying a base, middle, and top that are appropriately scaled



Privately constructed and maintained pathways offering use to the public through corporate campus environments



Industrial Park locations

2.3.2 INDUSTRIAL PARKS

The industrial park districts are located adjacent to the business park areas in the northern quadrant of the Rio del Oro community, between White Rock Road and the western project boundary. An industrial manufacturing district is located at the far southeast corner of the community, adjacent to similar uses along Douglas Road.

Industrial parks are intended to provide sites for major light-industrial users, high-tech manufacturing and assembly facilities, and storage and warehousing uses. Business sales and service uses, such as cafes and restaurants, office supply stores, printing and reprographic centers, and other businesses serving the primary users may also be located within the industrial parks.

Building and landscape design for each industrial park shall be consistent with the overall style and character of the industrial park district, as well as the community of Rio del Oro.

Loading docks and company vehicle parking should be located at the back of the site and should be sufficiently screened from surrounding uses. Loading of trucks and parking of company vehicles should not occur here, but at the side or an internal location on the site when the back is adjacent to proposed residential uses.

Parking for industrial and manufacturing uses is normally provided in surface lots. The following standards apply to the design and location of those parking facilities:

- Parking shall be dispersed throughout the site.
- Pedestrians shall be provided with direct, safe, and convenient access to entry locations.
- Sharing of parking and entry drives is encouraged between adjoining sites, wherever feasible.

- Conflicts between pedestrian and vehicular movement shall be minimized.
- All drive and parking areas shall be designed to the City's improvement standards.

All parking and drive areas must be screened from public view in accordance with the landscape requirements on the following page.

2.3.2.1 Industrial Park Development Standards

Development Intensity

Floor Area Ratio 0.2 min.

Lot Requirements

Lot Area 10,000 sq. ft. min.

Lot Width 80 ft. min.

Corner Lot Width 80 ft. min.

Lot Depth no min. requirement

Building Setback Requirements

Front Yard 20 ft. min.

Side Yard

Interior Side Yard 20 ft. min.

Corner Street Side 30 ft. min.

Rear Yard 10 ft. min.

Yards Adjacent to Residential Areas

Side Yards 20 ft. min.

Rear Yards 20 ft. min.

Side setbacks adjacent to residential areas shall be increased ½ foot for each 1 foot the building exceeds 20 ft. in height, to a maximum required setback of 30 ft.

Maximum Building Height 60 ft. max.

Landscape Requirements*

Side and Rear Yard Landscaping

Adjacent to Industrial, Commercial, or Office Uses 5 ft. min.

Adjacent to Residential Uses 15 ft. min.

Landscape Coverage 15% min.

(may include outdoor public spaces)

Parking

Minimum Spaces

Three spaces for 1,000 sq. ft. of net floor area or 1 for each employee and company vehicle, whichever is less.

The City encourages flexible parking schemes that encourage joint use, on-street parking, or other techniques in smaller clustered arrangements that provide sufficient pedestrian access.

The City may grant exceptions or reductions to required parking as part of the design review process.

* Except where parking areas, driveways, and outdoor pedestrian areas are shared between adjoining properties



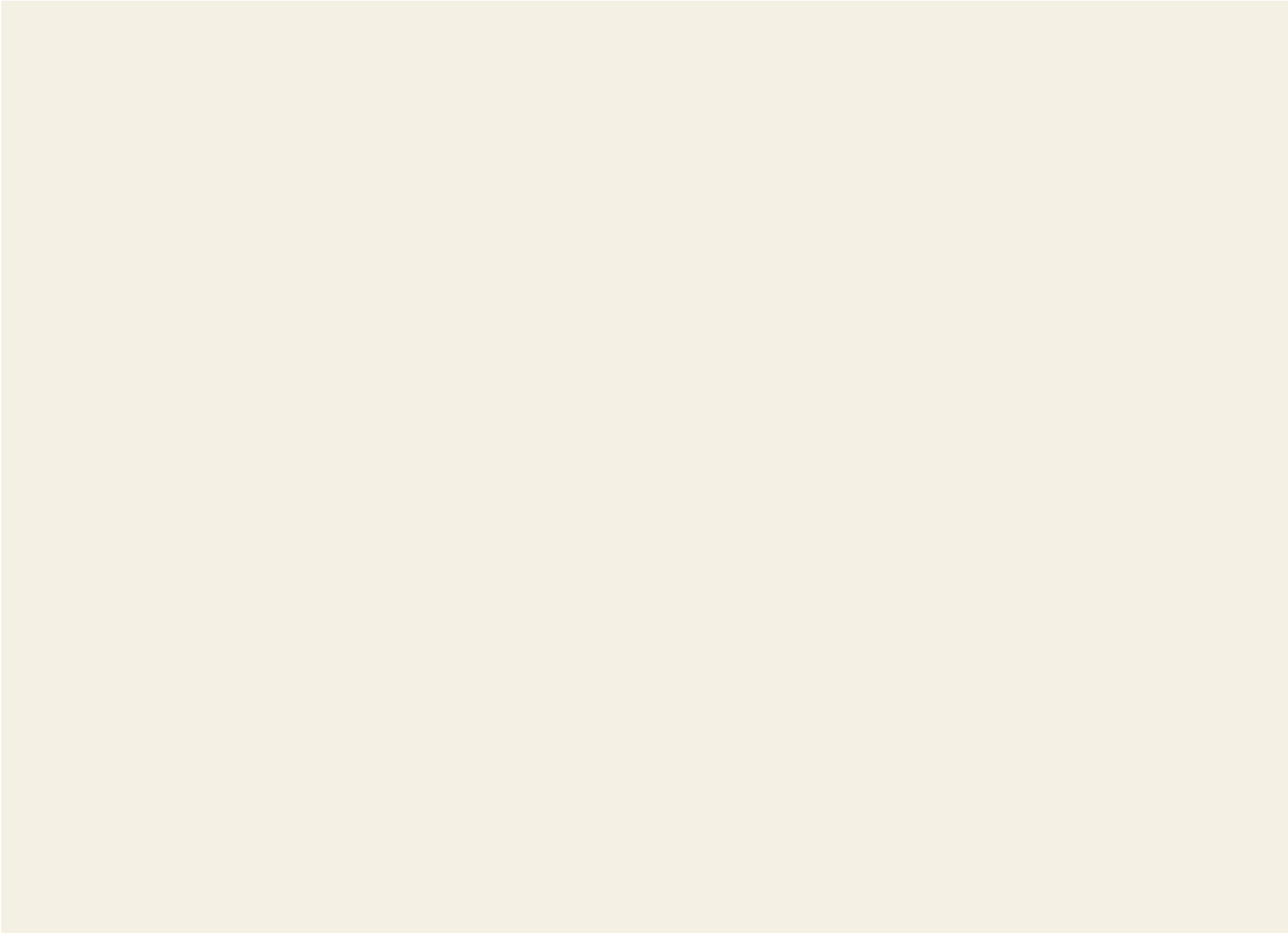
Example of clearly defined pedestrian access route



Multiple-tenant industrial complex anchored by common lobby area



A variety of materials and design elements used to separate industrial building functions





PERMITTED USES



2.4 PERMITTED USES

2.4.1 INTRODUCTION

These development standards and permitted uses describe, in precise terms, what is allowed and what criteria must be followed to shape the form of the proposed development.

The primary uses permitted in this document are subject to approval by the City's planning director, who shall make an interpretation as to their consistency with the Rancho Cordova Municipal Code. For any uses not listed, the planning director shall be the approval authority.

Conditional use permits may be granted based on Rancho Cordova Zoning Code stipulations in effect at the time of the request for the conditional use permit.

When a use is not specifically listed in this section, it shall be understood that the use may be permitted if the planning director determines that the use is similar to other uses listed. It is further recognized that every conceivable use cannot be identified in this section and new uses will evolve over time. Those uses that are currently anticipated are therefore listed by way of example. In determining "similarity," the director shall make all of the following findings:

- (a) The characteristics of, and activities associated with, the proposed use are equivalent to one or more of the listed uses and will not involve a higher level of activity or population density than the uses listed in the district.
- (b) The proposed use will be consistent with the purposes of the applicable zoning district.
- (c) The proposed use will be consistent with the General Plan and any applicable specific plan, including the *Specific Plan*.

Determinations shall be made in writing and shall contain the facts that support the determination. The City shall maintain all such determinations on record at the public counter for review by the general public. All determinations shall be provided to the Planning Commission, City Council, City Manager, City Attorney, and City Clerk as an information item within 30 days of the planning director's determination. The planning director's decision may be appealed to the City Council.

Where conflicts between the Development Standards and the Zoning Code occur, the Development Standards shall apply.

2.4.2 PARKS AND OPEN SPACE PERMITTED USES

2.4.2.1 Parks and Open Space (OS)

The following uses are permitted within the OS land use area:

1. Park and recreation facilities
2. Bicycle/pedestrian trails
3. Underground utility installations for local service
4. Public/Quasi-Public uses
5. Drainage improvements
6. Overhead utility installations
7. Public buildings and facilities
8. Water storage (reservoirs)
9. Maintenance access roads, as required
10. Emergency vehicle access, as required
11. Project signage

12. Walls (limited use for sound buffer or screening—permitted only as reviewed and approved by the Rio del Oro Architectural Review Committee and City agencies)
13. Water wells
14. Open fences (allowing through views)
15. Interpretive signage
16. Appropriate landscape planting (with water efficient irrigation where appropriate) to buffer uses adjacent to open space or enhance native environments
17. Groundwater remediation

The following uses are permitted with a conditional use permit:

1. Temporary uses (construction offices and facilities).*

** Allowed use in Parks only; there are no permitted uses in Open Space with a conditional use permit*

2.4.2.2 Landscape Corridors (LC) and Greenways (GW)

The following uses are permitted within the LC and GW land use areas:

1. Drainage improvements
2. Bicycle/pedestrian trails
3. Underground utility installations for local service
4. Activity nodes/trail staging areas
5. Overhead utility installations*
6. Water wells
7. Project signage[†]
8. Maintenance access roads, as required
9. Emergency vehicle access, as required

10. Walls (limited use for sound buffer or screening—permitted only as reviewed and approved by the Rio del Oro Architectural Review Committee and City agencies)

11. Solid fences (only permitted as reviewed and approved by the project Rio del Oro Architectural Review Committee and City agencies)*

12. Open fences (allowing through views)

13. Interpretive signage

14. Appropriate landscape planting (with water efficient irrigation where appropriate) to buffer uses adjacent to open space or enhance native environments.

* Allowed use in Greenway only

† Allowed use in Landscape Corridor only

The following uses are permitted with a conditional use permit:

1. Temporary uses (construction offices and facilities)
2. Transit stops

2.4.3 RESIDENTIAL PERMITTED USES

2.4.3.1 Low-Density Residential (LDR)

The following uses are permitted within LDR land use areas:

1. Single-family detached homes
2. Alley-loaded homes
3. Halfplexes or duplexes (encouraged on corner lots)
4. Detached garages
5. Secondary dwelling units

6. Home offices*

7. Temporary real estate sales office

8. Temporary construction office and equipment yards

* With the required business license and if City Zoning Code requirements have been met

The following uses are permitted within LDR areas with a conditional use permit:

1. Nursery school and/or day care facilities
2. Religious institutions
3. Public use
4. Public or private elementary, middle, or continuation high school

2.4.3.2 Medium-Density Residential (MDR)

The following uses are permitted within the MDR land use areas:

1. Single-family detached homes
2. Zero-lot line homes
3. Alley-loaded homes
4. Cluster configuration homes
5. Halfplexes or duplexes
6. Townhomes or row houses
7. Detached garages
8. Secondary dwelling units
9. Home offices*
10. Temporary real estate sales office
11. Temporary construction office and equipment yards

* With the required business license and if City Zoning Code requirements have been met

The following uses are permitted within MDR areas with a conditional use permit:

1. Nursery school and/or day care facilities
2. Religious institutions
3. Public use
4. Public or private elementary, middle, or continuation high school

2.4.3.3 High-Density Residential (HDR)

The following uses are permitted within the HDR land use areas:

1. Attached homes
2. Townhomes and row houses
3. Condominiums
4. Apartments
5. Detached garages
6. Secondary dwelling units
7. Home offices*
8. Temporary real estate sales office
9. Temporary construction office and equipment yard

* With the required business license and if City Zoning Code requirements have been met

The following uses are permitted within HDR areas with a conditional use permit:

1. Nursery school and/or day care facilities
2. Religious institutions
3. Public use
4. Public or private elementary, middle, or continuation high school

2.4.4 COMMERCIAL AND MIXED USE PERMITTED USES

2.4.4.1 Regional Town Center (RTC)

The following uses are permitted within the RTC land use areas:

1. All uses permitted in Local Town Center and Village Center
2. One- and two-story specialty anchor retail stores, including but not limited to:
 - a. Home improvement and furnishings
 - b. Appliance and household goods
 - c. Grocery and specialty food
3. Specialty retail:
 - a. Soft goods and clothing
 - b. Bed and bath
4. Banking and financial services
5. Restaurants and/or bar/tavern
6. Cinemas and other entertainment venues
7. Professional offices, including medical and dental
8. Structured parking (may be integrated with retail frontage shops and vertical circulation courts that directly serve the retail environment)

At second floor and above:

9. Hotel and/or bed and breakfast
10. Residential Units

The following uses are permitted within RTC areas with a conditional use permit:

1. Recreation facility (indoor)
2. City government-owned buildings and facilities
3. Public or private elementary, middle, or continuation high school
4. Membership organizations
5. Automotive retail and services:
 - a. Auto sales and/or leasing
 - b. Auto parts and/or accessory sales
 - c. Tire, lube, and/or muffler service
 - d. Gasoline sales

2.4.4.2 Local Town Center (LTC)

The following uses are permitted within the LTC land use areas:

1. All uses permitted in Village Commercial
2. One- and two-story specialty anchor retail stores
3. Grocery and specialty food markets
4. Drug stores and pharmacies
5. Banking and financial services
6. Personal and professional retail services
7. Restaurants, cafes, food court plazas, (including drive-through restaurants)
8. Well-designed, structured parking integrated with retail frontage shops and vertical circulation courts that directly serve the retail environment
9. Professional offices, including medical and dental

At second floor and above:

10. Hotel and/or bed & breakfast

The following uses are permitted in the LTC areas with a conditional use permit:

1. Recreation facility (indoor)
2. City government-owned buildings and facilities
3. Public or private elementary, middle, or continuation high school
4. Membership organizations

2.4.4.3 Village Commercial (VC)

The following uses are permitted within the VC land use areas:

1. Specialty food retail (50,000 sq. ft. bldg. max.):
 - a. Grocery store
 - b. Candy shops and ice cream parlors
 - c. Bakeries and/or pastry shops
 - d. Wine store (may include wine tasting)
2. Special goods retail (50,000 sq. ft. bldg. max.):
 - a. Housewares
 - b. Cooking/culinary supplies
 - c. Specialty furniture and/or hardware
 - d. Clothing and/or shoe stores
 - e. High-end antique stores (except thrift and/or secondhand stores)
 - f. Photography supplies
 - g. Music stores and/or bookstores
 - h. Jewelers
 - i. Florists

3. Restaurants:
 - a. Restaurants and/or cafes
 - b. Bars and/or taverns
 4. Personal Services:
 - a. Hair and/or nail salons
 - b. Photography studios
 - c. Cobbler shops
 - d. Dry cleaners
 - e. Dog grooming
 5. Recreation equipment retail:
 - a. Athletic equipment and/or sporting goods
 - b. Bicycle sales and/or rental
 - c. Swimming pool supplies, service, and/or sales
 6. Business services:
 - a. Banks and/or other financial institutions (except check cashing centers)
 - b. Computer repair
 - c. Office supply
 - d. Photocopy shops
 - e. Photo finishing
 7. Offices:
 - a. Business and/or professional offices
 - b. Medical and/or dental
 8. Common lobby to residential above
- At second level and above:
9. Residential dwelling units
 10. Hotel and/or bed & breakfast

The following uses are permitted with a conditional use permit:

1. Recreation facility (indoor)
2. City government-owned buildings and facilities
3. Public or private elementary, middle, or continuation high school
4. Membership organization

2.4.5 BUSINESS PARKS AND LIGHT INDUSTRIAL PERMITTED USES

2.4.5.1 Business Park (BP)

The following uses are permitted within the BP land use areas:

1. Office
2. Business:
 - a. Research and development
 - b. State-of-the-art business and communications services/e-commerce
 - c. Professional services
 - d. Small business incubation/start-up facilities
 - e. Corporate home or branch offices
3. Structured parking facilities
4. Multiple-tenant and corporate office headquarters with flex-space floor plans and service courts with loading facilities at one side or at rear of building
5. Limited convenience and service retail uses at ground floor locations

6. Exemplary “signature” corporate headquarters or branch offices

7. Public/quasi-public facilities

The following uses are permitted within the BP areas with a conditional use permit:

1. Religious institutions
2. Associations or membership organizations
3. Hospitals

2.4.5.2 Light Industrial (MP)

The following are permitted uses within the MP land use areas:

1. Light industrial research and development
2. Light manufacturing and assembly
3. Office/industrial flex space
4. Warehouse and/or local and regional distribution facilities with multiple-bay shipping and receiving truck loading docks at one side or at rear of buildings

The following uses are permitted with a conditional use permit:

1. Automotive retail and services:
 - a. Auto sales and or leasing
 - b. Auto parts and/or accessory sales
 - c. Tire, lube, and/or muffler service
2. Park and recreation facilities (indoor and outdoor)

2.4.6 PUBLIC/QUASI PUBLIC (P/QP) PERMITTED USES

The following uses are permitted within the P/QP land use areas:

- I. City government-owned buildings and facilities:
 - a. Police station
 - b. Fire station
 - c. Post office
 - d. Library
 - e. Community center
 - f. Museum
 - g. Corporation yard
 - h. Comparable public facilities
2. Public or private preschool, elementary, middle, or continuation high school

Design Guidelines



PARKS AND OPEN SPACE GUIDELINES



3.1 PARKS AND OPEN SPACE

The Rio del Oro community includes an interconnected system of parks and open space that provides access and recreational opportunities while preserving existing natural features. Rio del Oro's parks and open space system reinforces the concept of "placemaking" to create community-oriented places that foster interaction between people and nature. In addition, it is designed to ensure preservation of local character, public health, and visual beauty.

The Rio del Oro parks and open space framework is divided into three categories: Parks, Community Places, and Green Infrastructure. Each component works in concert with other types of parks or open spaces to form a cohesive and connected system throughout the Rio del Oro community.

The State of California's Quimby Act and City Ordinance 53-2004 stipulate that 5 acres of parkland per 1,000 residents shall be distributed throughout the Rio del Oro community. In addition, the City of Rancho Cordova Open Space Guidelines direct an additional 1.00 acres of green space per 1,000 residents be set aside for Community Places, which may be comprised of neighborhood greens, urban plazas, community gardens, or community-wide open space. Green Infrastructure consists of bike and pedestrian trails, green streets and separated sidewalks, trails, greenbelts, paseos, open space nodes, drainage parkways and detention basins, and other open space features.

The following sections outline specific objectives and design guidelines for the various types of parks and open space within the Rio del Oro community. Although the parks and open space components are addressed separately, each component should

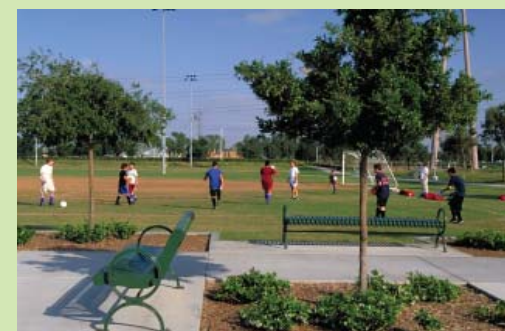
ultimately be designed and implemented as part of an interconnected system, rather than as an isolated element. The interface between parks and open space and adjacent development is also addressed in the subsequent sections to enable the creation of a functional and aesthetically pleasing transition between parks and open space and adjoining public and private uses.

3.1.1 PARKS

Parks are an outward reflection of a community's values. They are places where people come together to enjoy recreational activities, appreciate the



Spaces for community interaction



Sport fields for team-oriented activities



Access to preserved natural areas

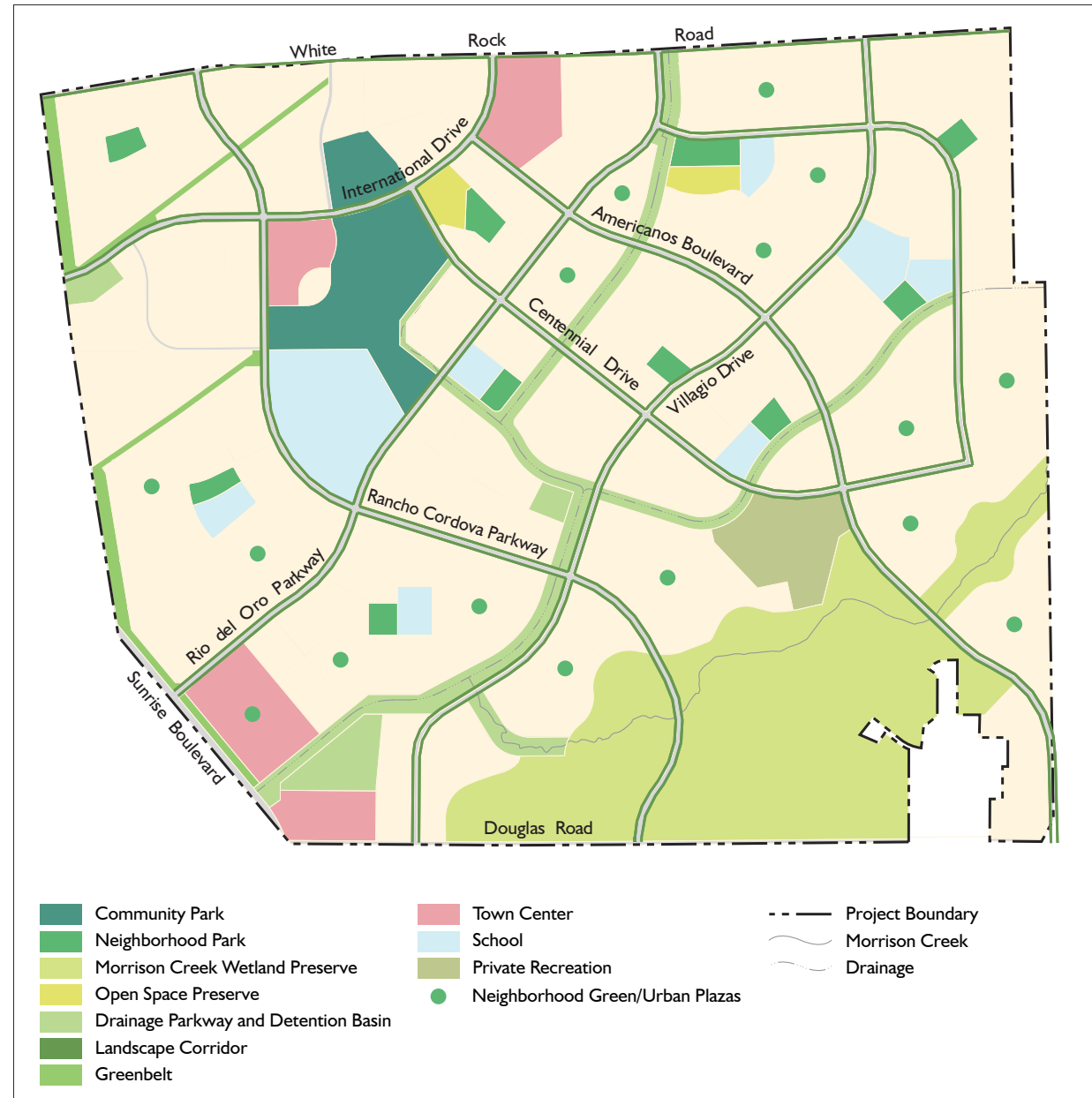
beauty of nature, relieve stress, learn about the natural environment, and feel a sense of identity and connectedness to nature and their community. The intent is to incorporate this sensibility into the Rio del Oro park system and to locate parks to maximize access from high-activity areas, such as town centers, schools, and other public uses, as well as residential neighborhoods.

Rio del Oro includes one community park that serves the broader population and ten neighborhood parks that are intended to house smaller scale activities. For the purposes of the Land Use Plan and these design guidelines, the parks and open space are shown separately. However, the requirement for Community Places is allowed to be combined with proposed parks or utilized to create separate neighborhood greens or urban plazas. Additionally, Green Infrastructure may also be located close to or along the periphery of parks in the form of drainage parkways and paseos. Refer to the conceptual plan for Neighborhood Park in Section 3.1.1.2 of this chapter.

The design of parks in the Rio del Oro community must adhere to the detailed park programming and design specified by the Cordova Recreation and Park District (CRPD) and/or the City.

3.1.1.1 Community Park

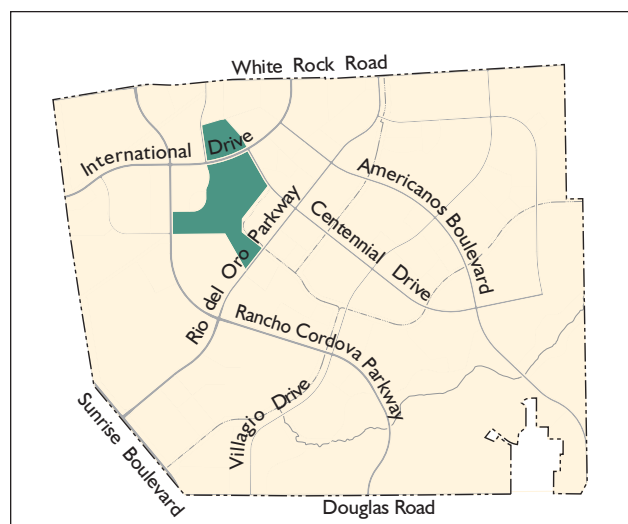
The Rio del Oro Community Park (Community Park) is approximately 121.5 acres in size. It is centrally located within the project area, adjacent to the Local Town Center and the combined campus of the High/Middle School. The Community Park is easily accessible; it can be reached by automobile, bicycle, and pedestrian travel via Rancho Cordova



Rio del Oro's Parks and Open Space Plan

Parkway, Rio del Oro Parkway, and International Drive, as well as by trails located within the Drainage Parkway and Greenbelt. See the “Drainage Parkways” and “Greenbelts” sections of this chapter.

The Community Park is intended to serve the diverse needs of Rio del Oro residents by offering a wide variety and high intensity of active and passive recreational uses, based on CRPD and/or the City’s program and design requirements. The focus of the Community Park should be on accentuating the unique cultural and natural character of the community, while achieving a balance between active and passive uses. Active recreational facilities may include sports fields, multiuse turf areas, tennis and basketball courts, playgrounds, and other facilities. Passive facilities may include picnic tables, benches, an amphitheater, trails, interpretive exhibits, open space areas, and other facilities. Refer to the CRPD Master Plan for New Development in Incorporated Areas for recommended recreational uses in Neighborhood and Community Parks and the CRPD Design Guidelines for park standards.



Community Park — Location Map

The Community Park should be designed in accordance with the following guidelines:

- The Community Park should have its own distinctive set of uses to allow for a diversity of experiences. Community Park facilities should be programmed and designed to create activity settings where people may share experiences with each other and their environment.
- The Community Park shall be designed to include multiuse areas that can flexibly accommodate such communitywide events as holiday, art, or food festivals and celebrations.
- The Community Park is colocated with the High/Middle School campus and should be designed to accommodate joint-use facilities. The park program should be coordinated with CRPD, Folsom Cordova Unified School District (FCUSD), and/or the City.
- Existing natural features, such as mature trees, should be preserved where feasible.
- Landscaping shall be used to enhance the Community Park’s visual quality and character. Durability and aesthetics are prime considerations when choosing plantings in park areas. Refer to the guidelines for plantings in Section 3.1.3.4 of this chapter.
- The Community Park should be designed using a blend of ornamental plantings in areas intended to be more formal or to have a higher activity level; native plants should be used in informal and passive areas, especially where adjacent to open space. Emphasis should be placed on providing shade trees in sitting areas and open turf areas for structured and informal play.



Community Park plaza



Outdoor tennis courts



Amphitheater/gathering space

- To the extent feasible, and in keeping with design goals for the park, plantings should emphasize native plant species. Park design should seek to minimize total irrigation demands through low-water-use plant species and landscaping designs.
- Sports fields and other areas that are lit at night should not produce light spillover into adjacent residential areas. Refer to the guidelines for lighting in Section 3.1.3.7 of this chapter.
- Access from adjacent uses, such as the Local Town Center, Middle/High School, and residential neighborhoods, should be provided for bicycle and pedestrian traffic via trails and paseos, where feasible. Refer to the Bikeway and Trails Plan (Exhibit 4-5 in the Specific Plan) and to the guidelines for trails and pathways in Section 3.1.3.1 of this chapter.
- Vehicular parking facilities should conform to parking standards identified in the Rancho Cordova Municipal Code, Title 23, Chapter 23.719, "Parking and Loading."
- Bicycle parking spaces should be provided within parks in accordance with Rancho Cordova Municipal Code, Title 23, Chapter 23.719. The number of bicycle spaces should be confirmed with CRPD and/or the City as park designs are developed.
- Art and signage should be integrated into functional features when feasible to assist with branding and providing unique experiences.
- Easily accessible and adequate drinking fountains, restrooms, lighting, signage, and trash receptacles should be provided when appropriate.

Refer to Section 3.1.3, "Guidelines for Parks and Open Space Design Elements," in this chapter for all other design-specific recommendations.

3.1.1.2 Neighborhood Park

Rio Del Oro contains ten Neighborhood Parks that are evenly distributed throughout the community to maximize accessibility. Neighborhood Parks range from approximately 5 to 10 acres in size and are intended to provide a smaller scale park experience than the Community Park. Like the Community Park, these Neighborhood Parks should offer a balance of



Junior baseball field



Large pavilion for picnics, barbecues, and other community events

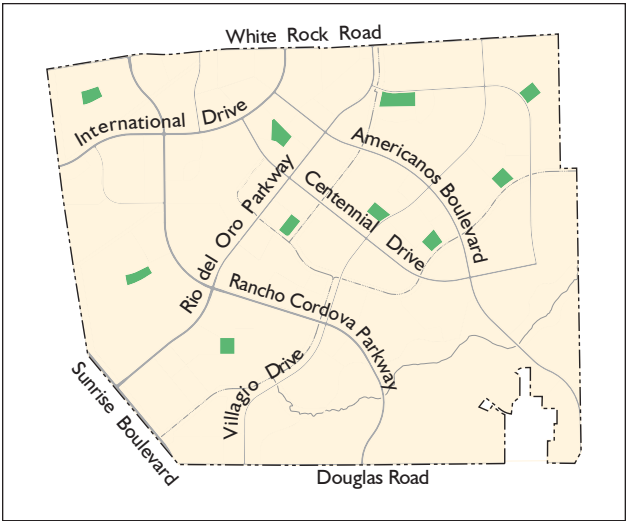


Large play area with adjacent restroom facilities

PARKS AND OPEN SPACE

active and passive recreational opportunities that are suited to the neighborhoods they serve; however, the focus should be placed more on immediately adjacent residents and on smaller scale activity settings, emphasizing service to areas that are farther away from the Community Park. Active amenities may include basketball courts, sports fields, water spray areas, tot lots, and other amenities. Passive amenities may include small picnic pavilions for family gatherings, ornamental gardens, places for public art, and other amenities.

The neighborhood park proposed for parcel 80 is located on a site that was central to the project area’s historic rocket testing operations. The park may therefore be suitable for special design treatment conveying the site’s historic interest through the inclusion of interpretive exhibits or other appropriate design features.



Neighborhood Park — Location Map

In addition to the applicable guidelines listed above for the Community Park, Rio del Oro Neighborhood Parks should be designed in accordance with the following guidelines:

- Each park should be designed with its own unique character and activities, providing opportunities for identification with the surrounding neighborhoods. The design of the amenities, monumentation, plant materials, and site configuration should play a part in the branding of these areas. No two parks should look identical.
- Most of the Neighborhood Parks in Rio del Oro are located next to schools. These parks should provide facilities that support and complement those of the schools, such as baseball diamonds, soccer fields, and playground equipment for elementary school–age children.

Refer to Section 3.1.3, “Guidelines for Parks and Open Space Design Elements,” in this chapter for all other design-specific recommendations.

3.1.2 OPEN SPACE

Open space in Rio del Oro provides passive recreational opportunities, preservation of existing natural features, drainage corridors and detention areas, and connections within and between land uses in the community. Open space is distinguished



Neighborhood Park entry signage



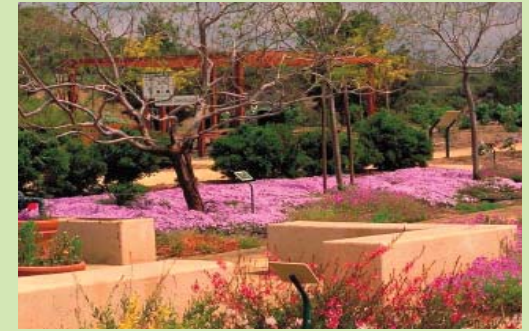
Basketball court



Playgrounds as a passive use amenity



Neighborhood Park — conceptual plan (Source: The HLA Group)



Ornamental gardens



Pathways providing connections within parks and to the surrounding community



Picnic tables distributed along park pathways

from parks in that it is intended primarily for passive recreational use that does not involve organized teams or formal competition, whereas community and neighborhood parks can offer a mix of active and passive uses. In many cases, passive recreation will include informal active play and is not limited to passive activities, such as nature observation. Open space in Rio del Oro is divided into two categories: Community Places and Green Infrastructure, as described below. Community Places may include neighborhood greens, urban plazas, community gardens, or community-wide open space. Green Infrastructure may include bike and pedestrian trails, green streets with separated sidewalks, or detention basins and drainage parkways.

3.1.2.1 Community Places

Community Places consists of public land in urban areas that supplements the Community Park and Neighborhood Parks. It will be distributed throughout the community at an amount of 1.00 acres per 1,000 residents. This acreage will in turn be distributed as allowed by the City Open Space Guidelines to the Community Park to augment its size, to neighborhood greens and urban plazas.

Neighborhood Greens

Neighborhood Greens are small, landscaped gathering locations sited within urban development to supplement parks by providing the immediate neighborhood with space for small-scale passive-use activities. They should generally not be located adjacent to parks but in other areas to ensure that park and open space amenities are distributed evenly throughout the community. Neighborhood Greens shall be 0.5–2.0 acres in size, and generally all internal dimensions shall be a minimum of 100 feet. They may include a maximum of 0.1 acre of adjacent trail corridor.

Neighborhood Greens in Rio del Oro should be designed in accordance with the following guidelines:

- Proposed uses in Neighborhood Greens should complement park facilities and must be coordinated with CRPD and/or the City.
- Existing natural features, such as mature trees, should be preserved where feasible.
- Landscaping in urban spaces should enhance the visual quality and character. As with plantings in park areas, durability and aesthetics are prime considerations. Refer to the guidelines for plantings in Section 3.1.3.4 in this chapter.
- Ornamental plantings should be used in areas intended to be more formal or that have a higher activity level; native plants should be used in informal and passive areas, especially when adjacent to preserves or other natural areas. Shade trees should be provided in sitting areas and open turf areas for structured and informal play.
- Access should be provided for bicycle and pedestrian traffic via trails and paseos, where appropriate and feasible.
- When appropriate, Neighborhood Greens should incorporate easily accessible drinking fountains, lighting, signage, and trash receptacles.
- Neighborhood Greens that are lit at night should not produce light spillover into adjacent residential areas. Refer to the guidelines for lighting in Section 3.1.3.7 in this chapter.
- Art and signage should complement nearby parks and be integrated into functional features when feasible to assist with branding and to provide unique experiences.



Intimate space for seating



Small play area



Open multiuse lawn area

Refer to Section 3.1.3, “Guidelines for Parks and Open Space Design Elements,” in this chapter for all other design-specific recommendations.

Other Community Places

Other Community Places include one or both of the following components:

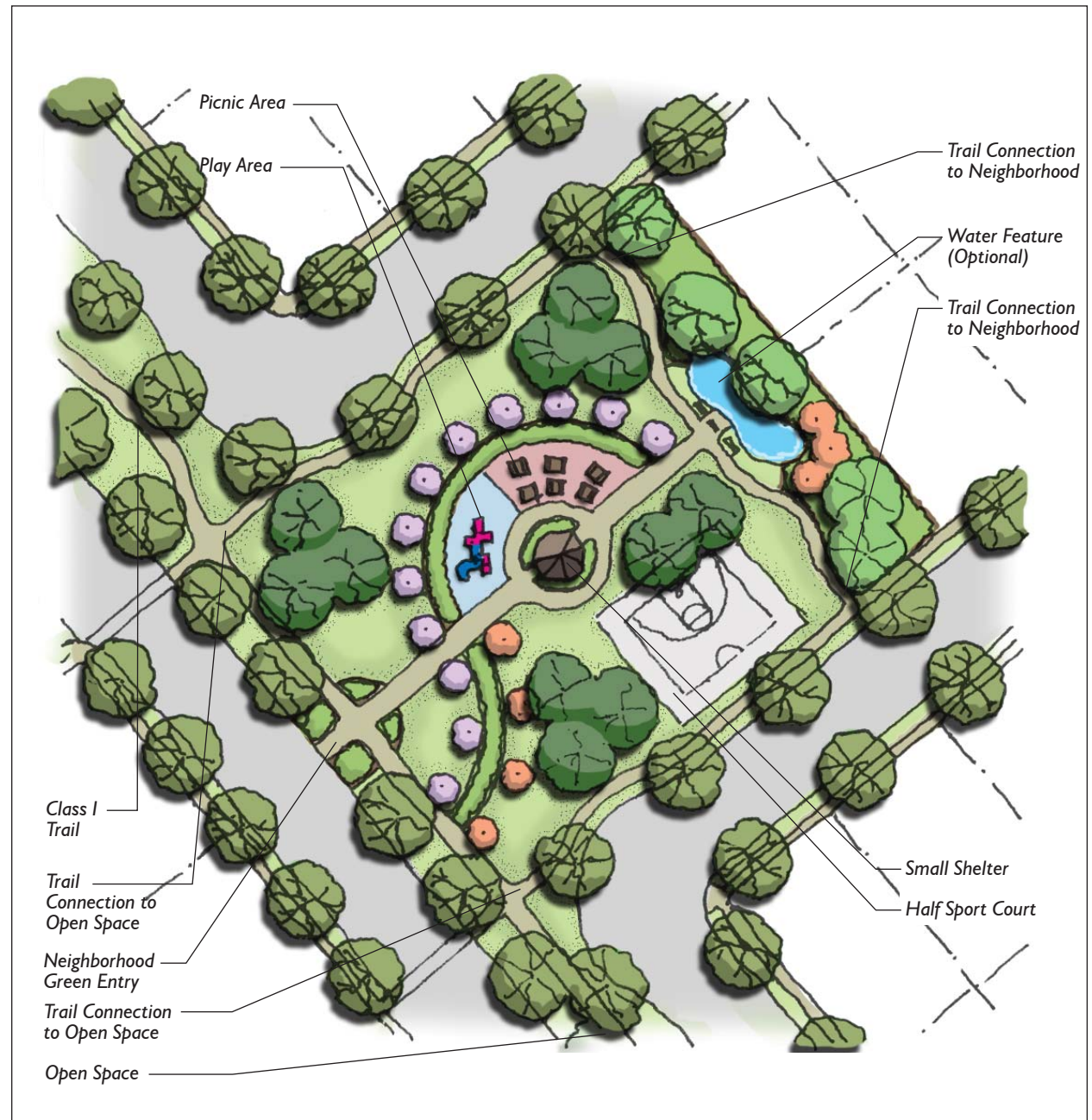
- Open turf that incorporates grass-covered or similarly covered open play areas and that does not include athletic fields configured for competitive or organized sports; and/or
- Tree canopy that consists of lands with landscape features that include trees, shrubs, and ground cover and are generally programmed for passive recreation.
- Urban plazas with hardscape areas, planters, outdoor seating, trees and other features that provide a focal point within a commercial project.

Refer to Neighborhood Greens guidelines, above, for all other Community Place areas.

3.1.2.2 Green Infrastructure

Green Infrastructure can include trails, greenbelts, paseos, open space nodes, drainage parkways, and related features. It is intended to create spaces, areas, amenities, or facilities that complement those included in parks and Community Places. Green Infrastructure in the Rio del Oro community will provide opportunities for linkages to a communitywide trail system and areas for wetland mitigation and preservation, elderberry habitat conservation, stormwater conveyance, flood detention, utility easements, and transition between different land uses. It will consist of the following features:

- Drainage parkways and basins



Neighborhood Green — conceptual plan (Source: The HLA Group)

- Landscape corridors, green streets, and separated sidewalks
- Greenbelts
- Paseos, bike trails, and greenbelts
- Open space nodes (Section 3.1.3.2)

All of these open space features will include passive recreational opportunities and will be open to public access where appropriate. The open spaces will actively interact with adjoining developments, affording spectacular views and multiple access points. Open space nodes will serve to connect trails and open space with neighborhoods, and will include amenities such as seating and may include recreational opportunities such as tot lots.

Drainage Parkways

The Drainage Parkways in Rio del Oro will be constructed along natural drainage corridors, with the addition of some new channels and modification of existing channels, where necessary. These channels will receive stormwater runoff from the surrounding areas and will serve as detention basins and sources of groundwater recharge. Additionally, areas for wetlands mitigation will be included within the Drainage Parkways. The width of the Drainage Parkways ranges from approximately 250 to 300 feet.

Several Class I trails will be constructed along the Drainage Parkways, with bridges and low-flow crossings provided at suitable intervals to allow for access to both sides of the corridor. Additionally, undercrossings will be provided at appropriate points where the trails intersect with and/or pass underneath roads. These trails will provide significant connectivity within the Rio del Oro community and will link with other open spaces at the perimeter of the project area.

The Drainage Parkways should be designed in accordance with the following guidelines:



Preserved open space



Bridge crossing over drainage channel



Sinuous pathway through landscape corridor



Natural drainage parkways



Trail providing access from open space to adjacent neighborhoods



Pathway connecting open space to adjacent commercial and office areas

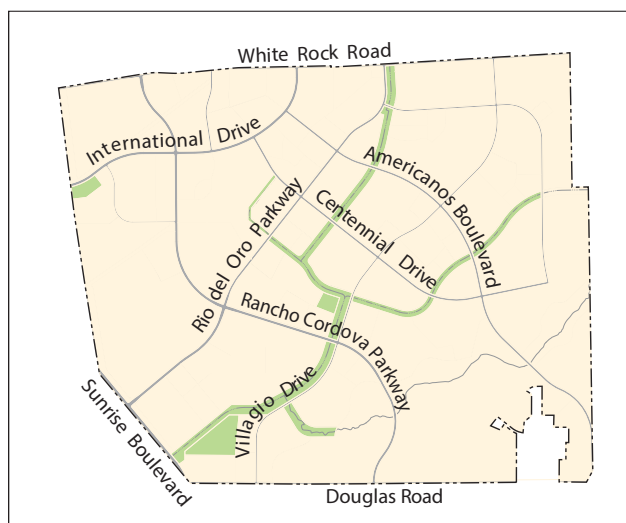
- Trails will be designed to ensure both regional and community connectivity and shall conform to the Rio del Oro Bikeway and Trails Plan (Exhibit 4-5 in the Specific Plan). Additionally, the trails within drainage parkways will maintain a minimum 50-foot setback from the wetland mitigation areas. Refer to the guidelines for trails/pathways in Section 3.1.3.1 of this chapter.
- Nodes, access points, kiosks, signs, and interpretive areas should be located along the trail system where appropriate to maximize convenience and accessibility. Refer to the guidelines for open space nodes in Section 3.1.3.2 of this chapter.
- A good balance should be developed between major high-use trails on one side of the drainage parkways and a minor trail system on the other. Trails may periodically switch sides to provide design flexibility, as well as a variety of experiences and access points for the user. At a minimum, major trails should be included on one side of the drainage parkways.

- Native plants should be used where feasible. When nonnative ornamental plantings are used, preference should be given to low-water species that do not require supplemental irrigation when mature. Refer to the guidelines for plantings in Section 3.1.3.4 of this chapter.
- Walls and fencing that border or are within the Drainage Parkway should conform to the guidelines for walls and fencing in Section 3.1.3.5 of this chapter.
- Drainage channels should be sinuous and designed to avoid straight flow lines. The overall channel corridor should vary in width to create a more organic footprint. The drainage channel itself should also vary in width, and level terraces within levees and banks should be provided. All mature vegetation should be provided adequate channel volume. Refer to the guidelines for grading and planting in Sections 3.1.3.3 and 3.1.3.4 of this chapter.
- Detention basins should also conform to the guidelines for grading and planting in Sections 3.1.3.3 and 3.1.3.4 of this chapter. Level terraces should be provided within levees/banks and contour bottoms with low-flow wet areas and mounds. Naturalized vegetation should be incorporated into the design. Plantings in and adjacent to basins should provide wildlife forage/cover. In general, detention basins should be designed with organic rather than rectilinear forms.
- A coordinated drainage design program specifying standards and design elements consistent with these design guidelines will guide design of drainage facilities. The drainage design program will be submitted to the City for review and approval.

Refer to Section 3.1.3, “Guidelines for Parks and Open Space Design Elements,” in this chapter for all other design-specific recommendations.

Landscape Corridors and Green Streets

As stated in the Specific Plan, Landscape Corridors are enhanced setbacks that buffer adjacent land uses from the roadways and improve the aesthetics of the community. They also contribute to establishing project identity. Landscape Corridors will be provided along all six- and four-lane major and two-lane limited-access arterials and two-lane secondary roadways, typically where adjacent to Single Family and Medium Density land uses. Each corridor will be designed with respect to the corresponding street classification. The landscape setbacks will range in width from 15 to 39 feet, with the exception of the special sections of Rancho Cordova Parkway and



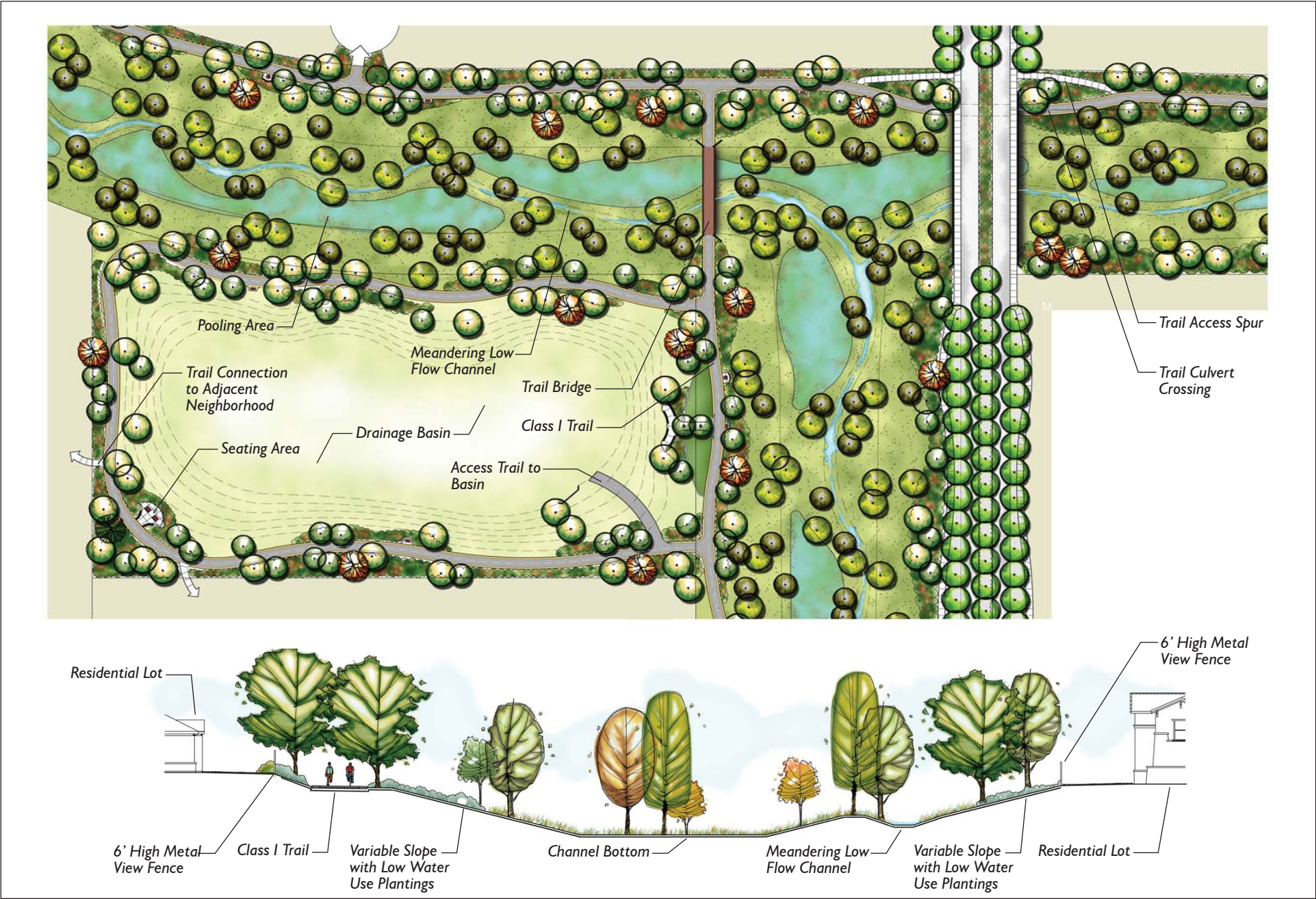
Drainage Parkway — location map



Naturalized drainage channel



Permeable metal fencing

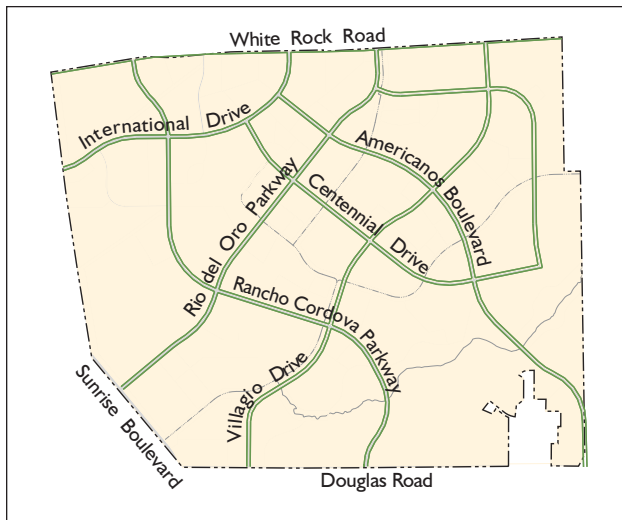


Drainage Parkway and Detention Basin — conceptual plan and cross-section (Source: The HLA Group)

Americanos Boulevard that traverse the Wetland Preserve. Refer to Section 4, “Circulation Element,” of the Specific Plan for typical roadway sections and respective Landscape Corridor widths.

The Specific Plan defines Green Streets as roadways that enhance the pedestrian experience by connecting destinations in the project area with landscaped streets that are pleasant and comfortable for all users. Green Streets typically provide separate accessways for motorized vehicles, cyclists, and pedestrians. Curb cuts are minimized to reduce the interaction between different modes of travel, increasing comfort and safety. Green Streets are incorporated at the community, urban, and neighborhood levels.

Community-level Green Streets are located along all arterial and secondary roadways and include a landscape setback of approximately 15 feet or greater. Green Streets at this level are identified in the Specific Plan as Rancho Cordova Parkway, Rio del Oro Parkway, Americanos Boulevard, International Drive, Centennial Drive, and Villagio Drive.



Landscape Corridors — Location Map

Urban-level Green Streets may be found in the Regional and Local Town Centers and in residential areas abutting the Town Centers. An urban-level Green Street is created by the use of outdoor furniture, such as benches and aboveground planters, to limit pedestrian and automobile interaction in lieu of more traditional parkway strips. Neighborhood-level Green Streets provide connections to neighborhood amenities or to community- and urban-level Green Streets.

Techniques employed to create neighborhood-level Green Streets may include fronting alley-loaded or other types of rear-accessed housing on roadways and dedicating predominantly continuous landscape lots to pedestrian uses. Both urban- and neighborhood-level Green Streets will be designated as part of the neighborhood tentative maps. Refer to Section 7, “Public Services Element,” of the Specific Plan for additional detail on Green Streets.

The Landscape Corridors should be designed in accordance with the following guidelines:

- Landscape Corridors shall be the minimum width indicated in the Specific Plan, with hard-surface paths that pass through the buffer area.
- Soundwalls are highly discouraged and may be used only where the impact on residential development from roadway noise cannot be otherwise successfully mitigated. Soundwalls should be articulated to include cutouts or other openings that allow pedestrians to pass from the development to the public right-of-way. Landscaping that softens the visual impact of the wall shall be provided between the soundwall



Lighted Landscape Corridor with bicycle/pedestrian trail



Well-planted Landscape Corridor with turf and trees



Soundwall along Landscape Corridor with plantings to soften the wall's visual impact

and the sidewalk. When required for sound attenuation, perimeter fencing or boundary walls should conform to the guidelines for walls and fencing in Section 3.1.3.5 of this chapter.

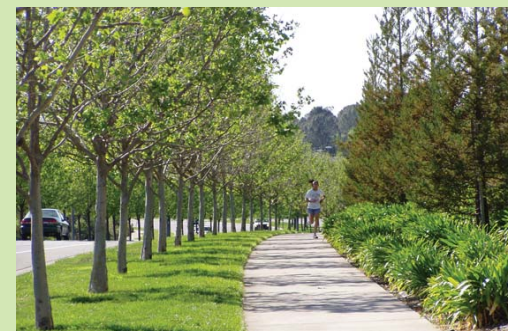
- Street trees should be planted on both sides of the sidewalk and should be appropriately spaced to allow for mature growth but no farther than 50 feet apart. A list of recommended street trees has been provided in the “Circulation and Streetscape” chapter of this document.
- Automatic irrigation with rain shut-off valves shall be provided throughout the landscaped portions of the corridor.

Refer to Section 3.1.3, “Guidelines for Parks and Open Space Design Elements,” in this chapter for all other design-specific recommendations.

Greenbelts

Greenbelts are provided in the Rio del Oro community to serve the dual purpose of utility corridors and transition areas between residential and nonresidential uses that provide greater connectivity within the project area. They are located along the western perimeter of the project area and on portions of the northern and southern boundaries of the Mather Airport flight path. The width of the Greenbelts ranges from approximately 100 to 200 feet.

The Greenbelt along the western edge of Rio del Oro will provide an attractive landscaped buffer between the project area and the adjacent existing light-industrial uses to the west. A 6-foot-high boundary wall will run along the western project boundary. The West Trail (see Exhibit 4-5 in the Specific Plan), a 12-foot Class I off-street regional



Community-level Green Street



Urban-level Green Street



Neighborhood-level Green Street

trail, runs through the Greenbelt along the western edge and serves as a connection to other trails within Rio del Oro and adjacent communities to the north and south.

The two Greenbelts north and south of the manufacturing parks follow the Mather Airport flight path and contain the North Trail and the Village Trail (see Exhibit 4-5 in the Specific Plan for trail locations and details), respectively. Both are 10-foot Class I trails and serve as off-street connections within the western portion of the community.

Greenbelts should be designed in accordance with the following guidelines:

- Shade trees should be provided in informal groupings when possible to convey the appearance of a more natural setting. Refer to the guidelines for grading in Section 3.1.3.3 of this chapter.
- Nodes, access points, kiosks, signs, and interpretive areas should be located along the trail system where appropriate to maximize

convenience and accessibility. Refer to the guidelines for open space nodes in Section 3.1.3.2 of this chapter for specific design recommendations.

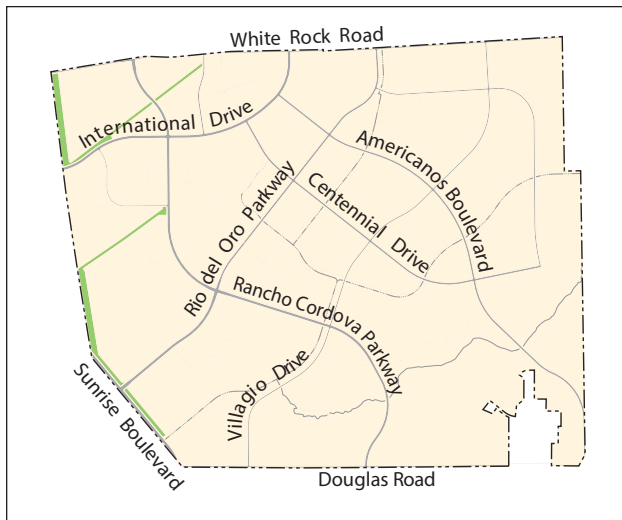
- Walls and fencing that border Greenbelts should conform to the guidelines for walls and fencing in Section 3.1.3.5 of this chapter.
- Adequate lighting should be provided at the proper scale and appropriate locations so as not to intrude into neighboring residential areas. In general, lighting should be located only in more urban areas, access points, and nodes. Refer to the guidelines for lighting in Section 3.1.3.7 of this chapter.
- Maintenance roads should be designed to function as safe and attractive pedestrian and bicycle trails. Refer to the guidelines for trails/pathways in Section 3.1.3.1 of this chapter.
- Low-growing trees and plants should be planted in areas where interference with utility lines is of concern.
- Future excavation should be planned for in areas with existing or planned underground infrastructure to minimize impacts on open space improvements from future construction.

Refer to Section 3.1.3, “Guidelines for Parks and Open Space Design Elements,” in this chapter for all other design-specific recommendations.

Paseos

Paseos are neighborhood-scale open space amenities that provide bicycle, pedestrian, and visual linkages within the immediate area. Paseos are an important link in the community trail system because they provide access from land uses adjacent to parks and open space. Paseos may connect to open-ended cul-de-sacs and other roadways, create off-street connections between adjacent neighborhoods, or

serve as access points in other locations. Paseos are distinguished from Neighborhood Greens primarily by their size. As stated earlier, Neighborhood Greens are 0.5–2.0 acres in size with a minimum width of 100 feet, whereas Paseos could be smaller in size and narrower in width. Paseo locations will be designated as a part of the individual neighborhood subdivision maps and are not shown in the Land Use and Parks and Open Space Plans.



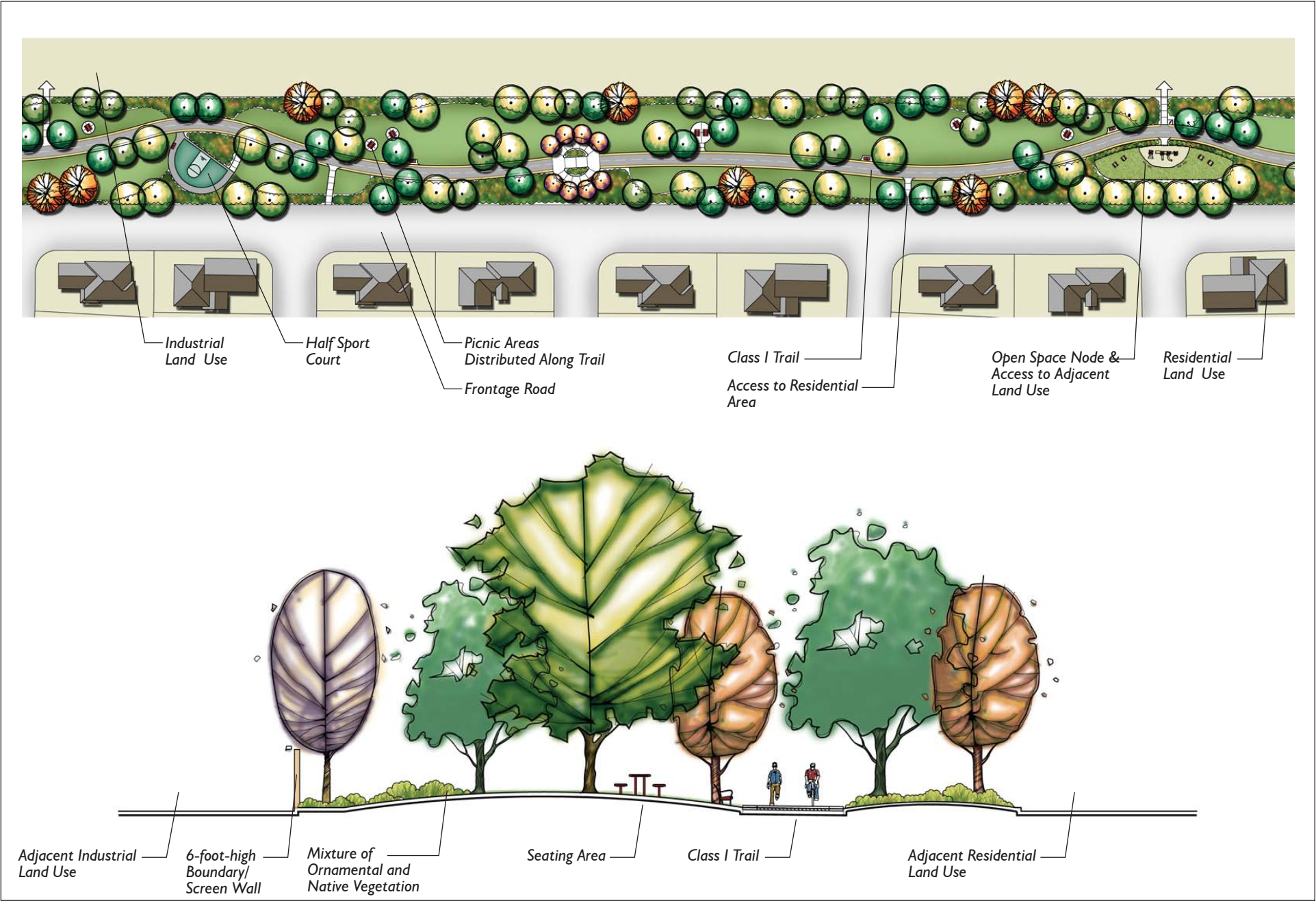
Greenbelts — location map



Class I trail meandering through Greenbelt



Well-landscaped Greenbelt serving as buffer for adjacent residential use



Greenbelt - conceptual plan and cross-section (Source: The HLA Group)

Paseos should be designed in accordance with the following guidelines:

- A bicycle/pedestrian path should be located within the Paseo and provide at least two convenient access points to facilitate its use as an alternative to using an automobile. Design of the pathway should be appropriate to the type of connection it provides and to adjacent uses. Refer to the guidelines for trails/pathways in Section 3.1.3.1 of this chapter.

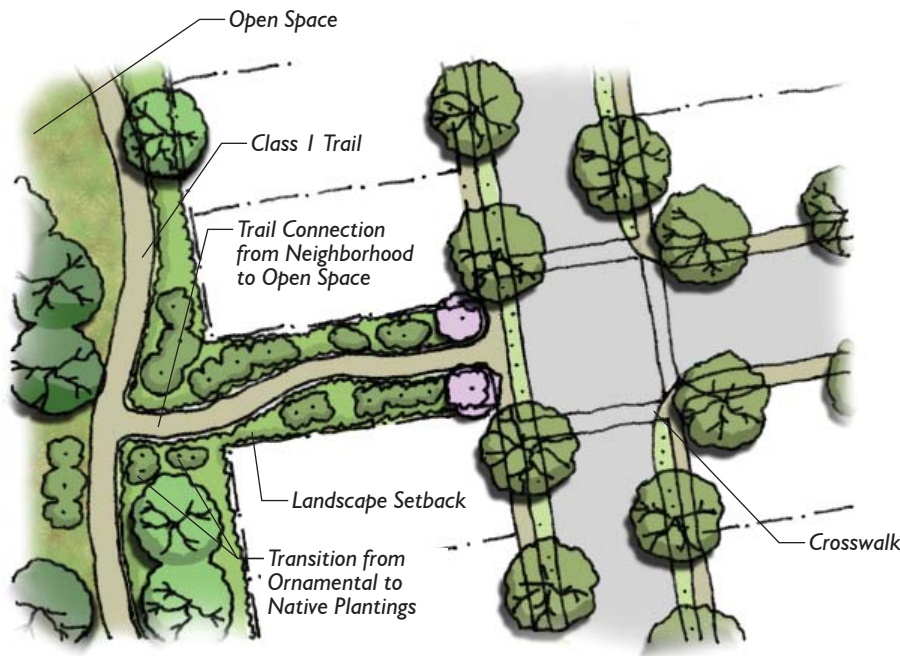
- Paseo should typically be wide enough to accommodate the width of the path and landscaping on either side. Refer to the guidelines for plantings in Section 3.1.3.4 of this chapter.
- The edge of the Paseo should include attractive fencing. Refer to additional guidelines for walls and fencing in Section 3.1.3.5 of this chapter.

Refer to Section 3.1.3, “Guidelines for Parks and Open Space Design Elements,” in this chapter for all other design-specific recommendations.

Morrison Creek Wetland Preserve

The Morrison Creek Wetland Preserve (Wetland Preserve) consists of approximately 510 acres located in the southeastern portion of the project site. The primary natural feature of the Wetland Preserve is Morrison Creek, an intermittent creek that flows east to west through the project area. The Wetland Preserve will conserve the creek in addition to the large number of vernal pools, seasonal wetlands, ponds, seasonal wetland swales, and other ephemeral drainages located within it. Refer to Section 5, “Environmental Resources Element,” of the Specific Plan for more details.

The Wetland Preserve will be the premier natural and scenic open space area in Rio del Oro, providing



Paseo — conceptual plan (Source: The HLA Group)



Paseo connecting single-family residential areas



Paseo providing passage through multi-family housing

community. It will be maintained as a high-quality natural area while also affording connectivity and recreational values.

The Morrison Creek Wetland Preserve should be designed in accordance with the following guidelines:

- As shown in the Bikeway and Trails Plan (Exhibit 4-5 in the Specific Plan), the Morrison Creek Trail will be located along the northern perimeter of the Wetland Preserve, extending from Americanos Boulevard on the east to the Drainage Parkway abutting the southwestern boundary of the project area. This perimeter trail is a PBOS feature located in other adjacent land use parcels to minimize intrusion into the area while ensuring connectivity. Smaller trails are not allowed within the preserve. Refer to the guidelines for trails/pathways in Section 3.1.3.1 of this chapter.

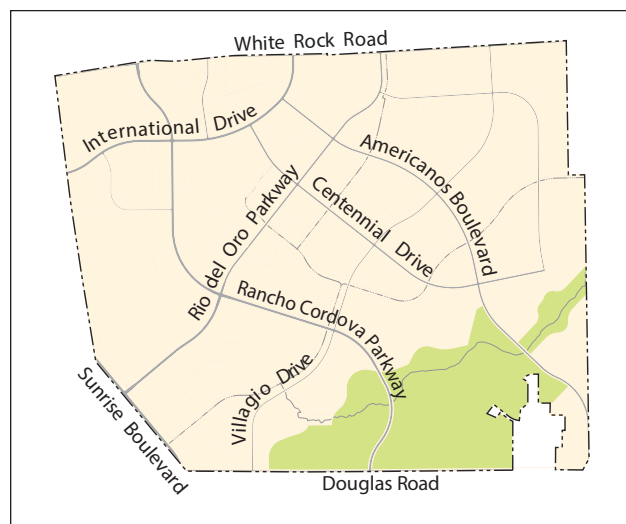
- Metal fencing shall be placed around portions of the perimeter of the Wetland Preserve, where they abut residential and commercial uses. A simple post and cable fence can be employed adjacent to public roadways and other open space or park uses.
- Open space nodes along the Morrison Creek Trail should include lighting, structures, signage, and interpretive displays where appropriate. Refer to the guidelines for open space nodes in Section 3.1.3.2 of this chapter.

Refer to Section 3.1.3, “Guidelines for Parks and Open Space Design Elements,” in this chapter for all other design-specific recommendations.

Open Space Preserve

An Open Space Preserve located in the northern portion of Rio del Oro will provide habitat for the valley elderberry longhorn beetle. The Open Space Preserve is located adjacent to the Community Park and has a significant elderberry population that will be preserved without modification. The Open Space Preserve is located adjacent to the Loop Trail (see Exhibit 4-3 in the Specific Plan), affording connectivity and access to the Community Park and the Regional Town Center.

The Open Space Preserve should be designed in accordance with the following guidelines:



Wetland Preserve — location map



Morrison Creek



Vernal pool in the Morrison Creek Wetland Preserve



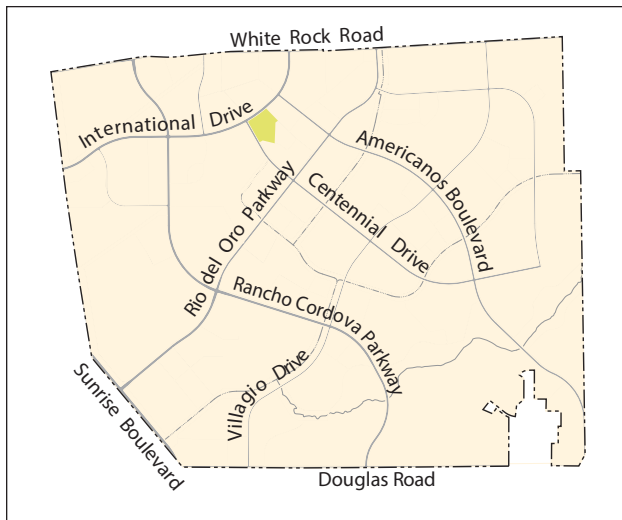
Perimeter fence example between residential land use and preserve

- The Park Loop Trail adjacent to the Open Space Preserve will be located as shown in the Rio del Oro Bikeway and Trails Plan (Exhibit 4-5 in the Specific Plan) and designed according to the guidelines for trails/pathways in Section 3.1.3.1 of this chapter.
- Additional trails within the Open Space Preserve may not be feasible due to elderberry conservation easement restrictions but they may be considered. The location of these trails could be determined at the design phase, in conjunction with the mitigation planting.
- Existing flora should be maintained in the Open Space Preserve wherever possible. When existing flora is supplemented with additional plantings, preference should be given to native species with minimal water requirements. Refer to the guidelines for plantings in Section 3.1.3.4 of this chapter.

Refer to Section 3.1.3, “Guidelines for Parks and Open Space Design Elements,” in this chapter for all other design-specific recommendations.

3.1.3 GUIDELINES FOR PARKS AND OPEN SPACE DESIGN ELEMENTS

As previously described, different types of parks and open space are proposed in the Rio del Oro community. Although they may differ in function and aesthetics, many of the same design elements will be included in each park or open space area. The following guidelines are intended to set a standard for how these elements in parks and open spaces will be designed to reach an acceptable level of quality.



Open Space Preserve — location map



Open Space Preserve adjacent to residential land uses



Protected elderberry shrub



Elderberry fruit and flowers

3.1.3.1 Trails/Pathways

Trails or pathways as defined here are distinguished from sidewalks in that they provide off-street access within parks and open space and connections to adjacent urban land uses, allowing users the option of conveniently traveling within Rio del Oro and to adjoining communities without motor vehicle use. In addition to providing biking access, they are intended to allow for other activities, such as walking, running, and hiking. Many of the larger off-street trails will also provide vehicle access for emergency and maintenance purposes.

Trails should be designed in accordance with the following guidelines:

- Trails are divided into four categories based on intended use: Class I, 12-foot off-street regional paved trail; Class I, 10-foot off-street paved trail; paved multipurpose trail; and natural surface trail.
- The Class I, 12-foot trail is an off-street regional paved trail with 2-foot decomposed granite shoulders on either side. This trail type is primarily intended for the West Trail and the Americanos Trail. These trails are shown in Exhibit 4-5 of the Specific Plan, Bikeway and Trails Plan. The Class I trail will be designed for biking, jogging, and walking and will be Americans with Disabilities Act (ADA) accessible unless otherwise noted.
- The Class I, 10-foot off-street trail is a paved trail with 2-foot decomposed granite shoulders on either side. This trail type is primarily intended for major trails within Rio del Oro, including the North, Rio del Oro, Park Loop, and Morrison Creek Trails (see Exhibit 4-5 of the Specific Plan). These trails will be designed for biking use, with jogging and walking as secondary uses. They will be ADA accessible unless otherwise noted.
- The paved multipurpose trail is intended as an intermediate trail between Class I trails and smaller hiking trails and roadways. The trail's width depends on factors such as use and design speed and should be determined at the design stage. Decomposed granite shoulders may be included where accessibility and maintenance factors are an issue. Uses include biking, jogging, hiking, and walking. These trails may or may not be ADA accessible, depending on whether universal accessibility is appropriate and/or feasible.
- The natural surface trail may be used in areas where hiking or other low-impact uses are desired. These trails are typically not ADA accessible because of the type of surface and grade variation. Surface types may include wood chips, crushed rock, decomposed granite, or bare earth with an added stabilizer. The trail's width should be determined at the design stage.
- Trails shall be open to the public. They may not be closed off with gates. Bollards or other similar devices may be used if they meet the operational standards of emergency service providers for response to areas along the trail.
- Trails should be located within the community to provide multiple linkages between adjacent land uses, open space nodes, parks, open space, and the regional trail system.
- Trails should be placed to complement proposed sidewalks rather than duplicating them.
- Entrances to trails and pathways should be clearly marked and identifiable. Where the trailhead meets a street, a standard vertical curb should be used to separate the trail from the street. Parking should not be allowed in front of the trailhead.



Class I trail with post and cable fencing defining the trail edge



Bollards limit vehicular access



Multipurpose pathway for bicycles and pedestrians

- Trails should be placed at a lower elevation than the finished grade of adjoining land uses where a visual separation is desirable. This point particularly pertains to trails located within Drainage Parkways and Greenbelts. A minimum grade difference of 3 vertical feet is recommended.
- Trails should be set back a minimum of 10 feet from adjacent properties, although a larger setback is possible, depending on site conditions.
- Class I trails should be located at an elevation that is primarily above high-water flow and on one side of a drainage channel. Occasional crossings should be included where low-flow channels occur. These crossings may be inundated in high-water events.
- Where trails may be inundated by stormwater drainage, they shall be constructed to withstand erosion. Concrete, rather than asphalt, shall be the primary material, and decomposed granite shoulders may be modified or omitted.
- Nodes, access points, kiosks, signs, and interpretive areas should be located along the trail system where appropriate to maximize convenience and accessibility.
- All areas adjacent to trails must include landscaping or native flora where other uses are not designated. Landscaping adjacent to trails should be appropriate to the type of land use through which the trail corridor travels. Trails in urban areas should generally include more ornamental plants, whereas a trail corridor in a natural area should primarily consist of native vegetation.
- Trails should meet requirements for ADA accessibility whenever possible and necessary to provide equal access.

- At-grade crossings where trails intersect with roadways shall be designed to enhance the visibility and safety of the pedestrians and bicyclists. Improvements may include, but are not limited to, crossing signs, raised crosswalks, colored paving materials, and roadway chokers.

3.1.3.2 Open Space Nodes

Open space nodes serve as access points and convenience areas to users along the trail system and should complement rather than duplicate park amenities. Open space nodes are areas that are less than 0.5 acre in size. Areas that are larger than 0.5 acre shall be considered Neighborhood Greens. Two types of open space nodes exist in the Rio del Oro community: major nodes and minor nodes. The most significant differences between major and minor nodes are size and the number of amenities provided, as described below.

Open space nodes should be designed in accordance with the following guidelines:



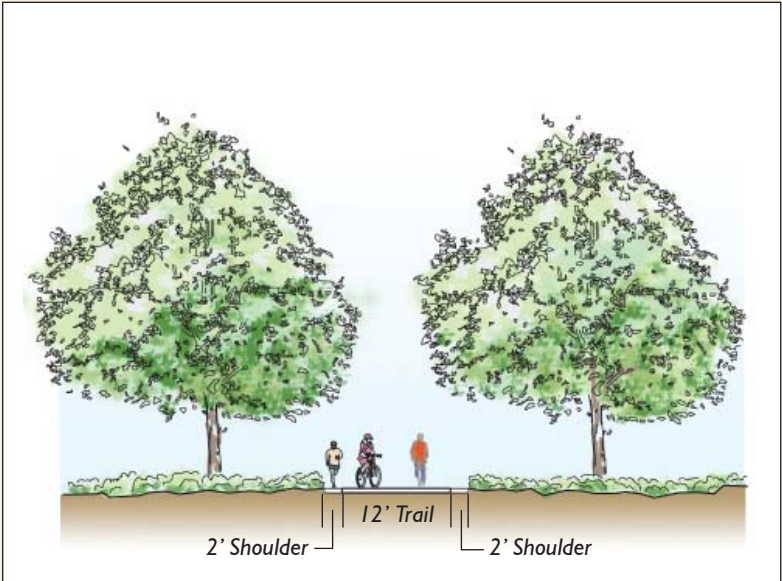
Trail crossing



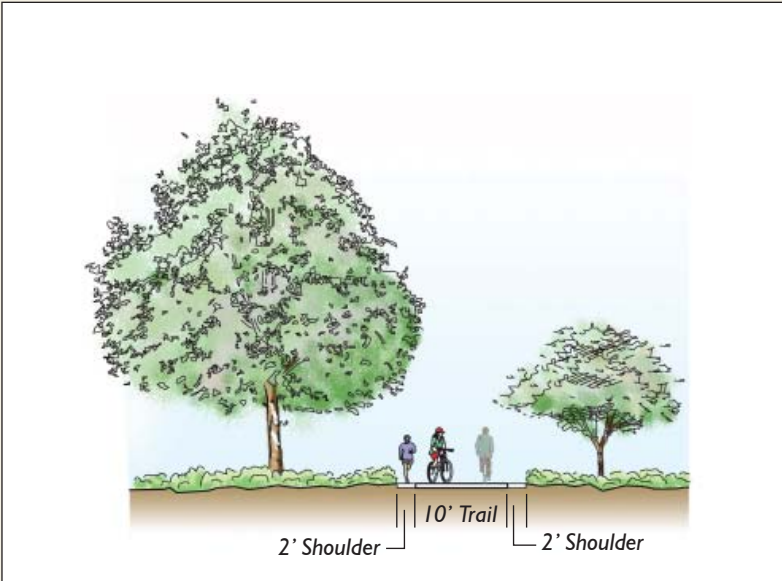
Midblock at-grade crossing



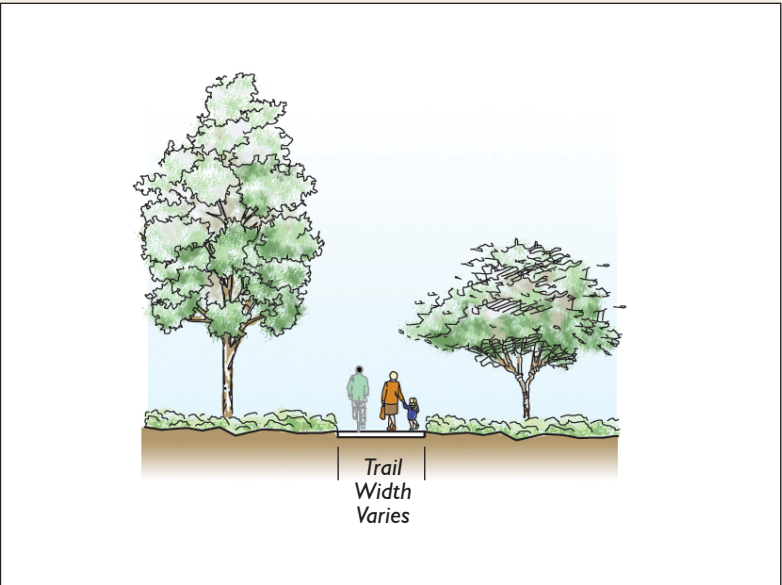
At-grade crossing of trail along drainage parkway



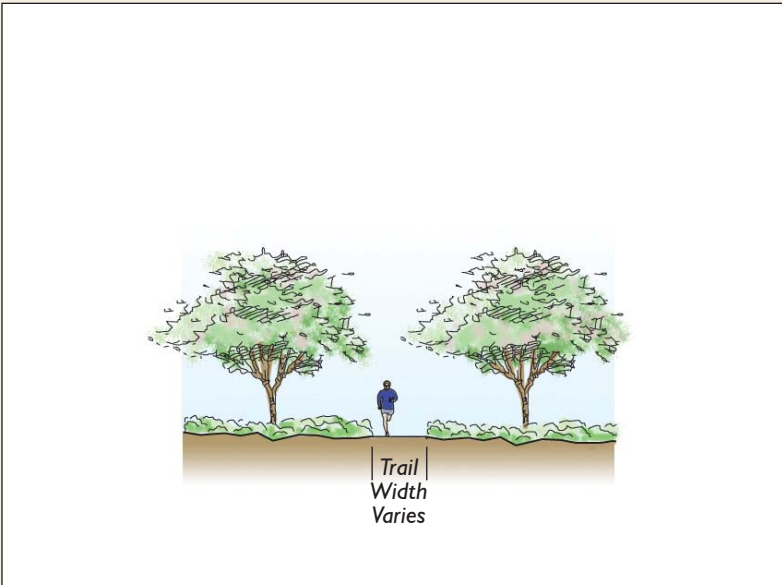
Class I, 12-foot trail — cross-section



Class I, 10-foot trail — cross-section



Paved multipurpose trail — cross-section



Natural surface trail — cross-section

Trails — conceptual sections (Source: The HLA Group)

- Major nodes should typically be located along Class I trails at intersections with other Class I trails and roadways and at entry points to open space. These nodes should be larger and could include amenities such as enhanced paving, seating areas, native plant gardens, scenic overlooks, shaded/picnic areas, informal play areas, drinking fountains, trash receptacles, bike racks, interpretive signs, kiosks, and other amenities.
- Minor nodes should serve as secondary convenience areas and access points along Class I trails between major nodes, at intersections with paved multipurpose and natural surface trails, and at points of interest along the trail. Minor nodes would be smaller and could include amenities such as those noted above that are appropriate to the amount of use, accessibility, and location.

3.1.3.3 Grading

Grading contributes significantly to the aesthetics of a place. How the terrain is sculpted within parks and open space will largely determine whether the landscape looks natural and visually pleasing.

Grading design and construction should occur in accordance with the following guidelines:

- Grading should be designed to emphasize creation of safe, usable areas with transitions to open space that appear natural and harmonious with the surrounding terrain.
- Long-term stability and appearance should be considered while grading. Impacts on existing trees, natural drainage channels, and wetlands should be avoided.
- Slopes should be generously rounded at their tops and bottoms.



Open space node with turf and seating area



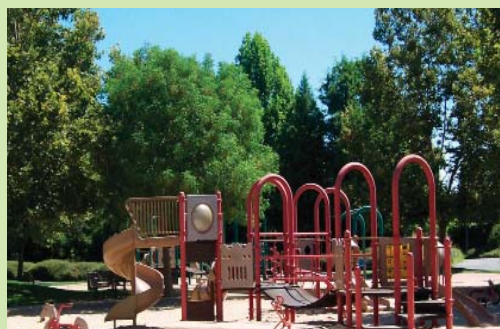
Wetlands observation and information area



Interpretive signage located within open space



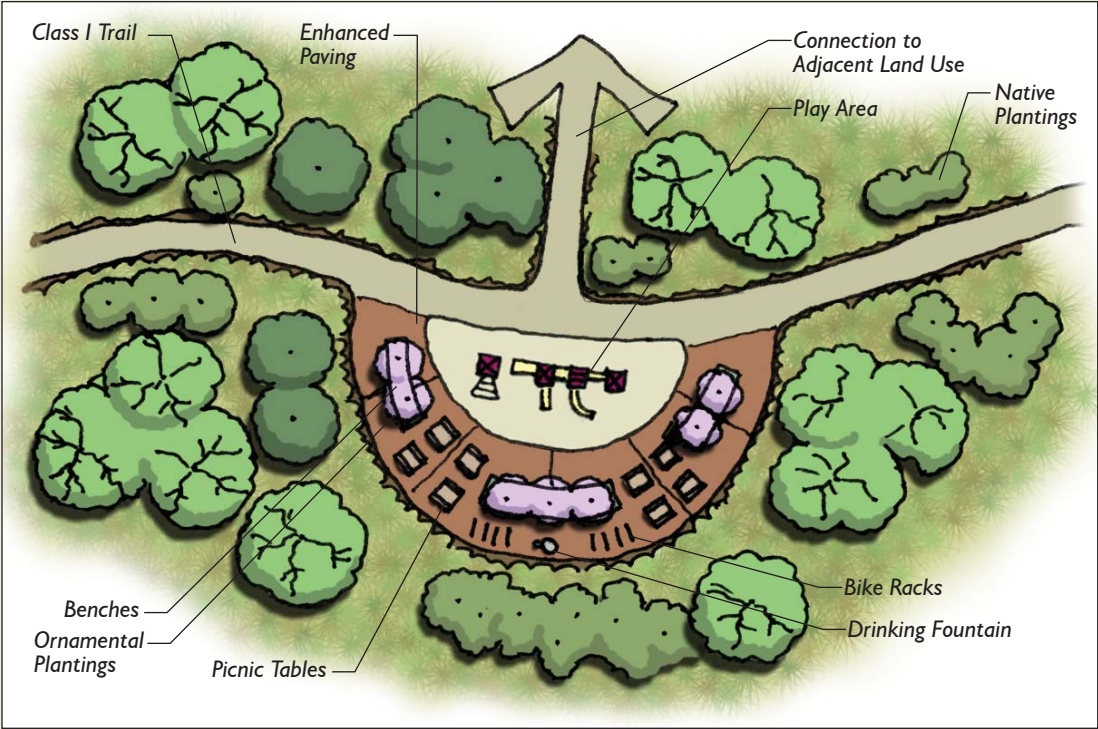
Minor node providing a resting place for trail users



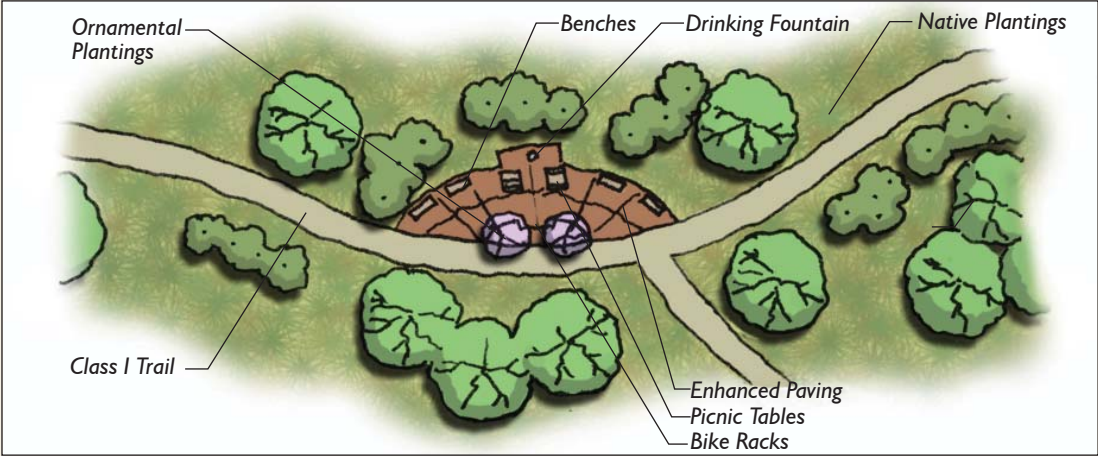
Informal play areas



Enhanced paving, drinking fountain, bike racks, and trash receptacles



Major open space node — conceptual plan



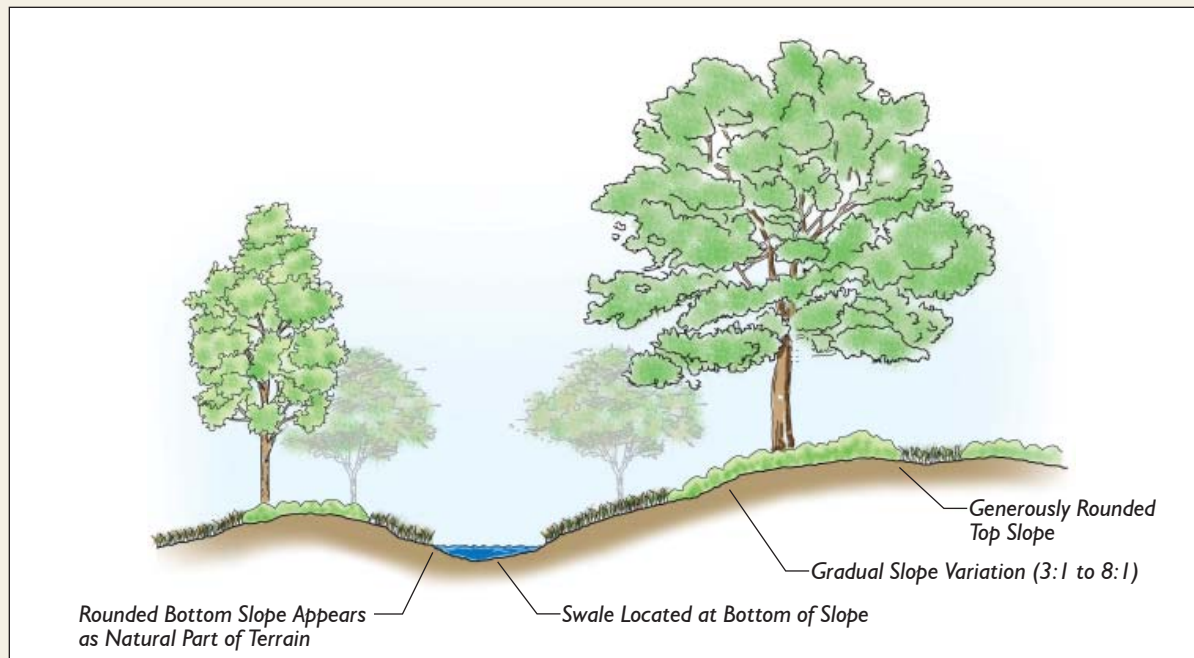
Minor open space node — conceptual plan (Source: The HLA Group)

- Variable slope grades should be created wherever possible. Undulating slopes and curvilinear alignments should be provided to minimize the appearance of an engineered slope with a uniform grade.
- Slopes should vary from 3:1 to 8:1. Slopes of 2:1 or engineered vertical drops may be considered in isolated locations where space is constrained.
- Drainage swales and structures that blend with the terrain should be designed.
- Existing swales and variations in slope should be retained to the extent possible. If new swales are added, they should preferably be located at the bottoms of slopes.

3.1.3.4 Plantings

Whether in an urban or a natural setting, vegetation has a significant impact on how an area functions ecologically and the types of visual experiences it provides for the user. The appropriate plantings will provide shade, soften the hard surfaces of the built environment, provide interest in color and texture to outdoor spaces, help to blend natural and developed land, and provide habitat for animals and insects. Plantings in urban areas are inherently different from those in natural areas. Whereas urban areas are typically more formal and manicured, natural areas are informal, loose, and irregular.

To enhance the quality of plantings in parks and open space, plantings should occur in accordance with the following guidelines:



Grading example — conceptual section (Source: The HLA Group)



Natural sloping lawn area



Drainage swale located at bottom of slope



Sinuous drainage channel with varying side slopes

- Planting design should be appropriate to the location. Trees, shrubs, and ground cover in urban areas should evoke a more formal appearance; in natural areas, emphasis should be placed on informal and irregular plant groupings.
- Suitable plantings should be chosen based on the setting in which they will be planted. In urban areas, plants should be selected for their durability, ornamental appeal, and ease of maintenance; in natural areas, emphasis should be placed on native plants.
- Whenever possible, native and/or drought-tolerant plants should be used instead of nonnative and/or high-water-use vegetation.
- Irrigation with rain sensors should be provided in areas where regular watering maintenance is required for plant survival.
- The use of nonnative, invasive species that may spread into permanent, natural open space areas should be avoided.
- In open space, informal shade and ornamental tree clusters should be provided to emphasize the edge of open space while preserving views from adjacent uses. Spacing between trees should be increased as distance from adjacent land uses increases.
- Trees, shrubs, ground cover, and vine plants that present year-round seasonal interest should be selected.
- Vegetation should be planted in all landscape areas that are not covered by hardscape. Bark mulch may be used under tree and shrub plantings, but it should not be placed on slopes where erosion could occur or within wetland areas in the drainage parkways.

- Root barriers should be provided where tree planting occurs within 5 feet of curbs or walkways with linear barriers along the edge of the pavement. Root barriers should be extended a minimum of 8 feet in each direction from the center of the tree along the curb or walkway.
- Plantings should be chosen based on soil analysis and to minimize potential damage from animals.

3.1.3.5 Walls and Fencing

Walls and fencing serve several functions. Soundwalls will be used for sound attenuation, deflecting noise from busy streets or adjacent land uses. Boundary walls are used to define a clear separation between two adjacent land uses and/or restrict access. Screen walls may be used to conceal on-site activities that detract from the overall visual appearance of the site, among other possible reasons. Decorative, seat, and retaining walls are typically used for aesthetic purposes, seating, and grade separation, respectively. Similarly, fencing is used as a decorative feature, to convey a sense of privacy and ownership for property owners and/or for screening purposes.



Ornamental plantings for urban areas



Transitional planting between urban and natural areas



Native vegetation in natural areas

While there are many positive uses for walls and fencing, if not properly used, they may physically and visually disconnect adjacent land uses and detract from the overall appearance of the community.

To ensure an acceptable level of quality in design and implementation, walls and fencing should be designed in accordance with the following guidelines:

- Walls should be designed so that they do not detract from a sense of openness and obstruct desirable public views of open spaces.
- Soundwalls are highly discouraged and may be used only where the impact on residential development from roadway noise cannot be otherwise successfully mitigated.
- The use of boundary walls, soundwalls, and screen walls along open spaces should be limited. When their use is necessary along industrial/commercial uses and utility areas, the design should incorporate tree, vine, shrub, and hedge plantings to soften their appearance and completely cover the wall within 5 years.
- Frequent breaks should be incorporated into walls that are no more than 300 feet apart. These breaks should coincide with street intersections, live-end cul-de-sacs, and trail connections.
- Walls should be designed with a maximum height of 6 feet. Wherever changes in elevation occur, the wall should be stepped in equal, vertical intervals that do not exceed 12 inches.
- Activities such as refuse collection and use of loading areas, outdoor storage areas, and mechanical equipment are necessary to the operation of industrial, commercial, office, and residential uses. These activities detract from the overall visual appearance of the site and are often sources of undesirable noise. Screening of service functions should be incorporated

into the overall design of the building and the site landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from parks and open space. When screen walls or fencing are used for this purpose, they should be made of the same material and contain the same architectural elements as on-site buildings and should include landscaping along their outer face to help break up their massing and scale.

- Stone, brick, split-faced block, and solid wood are preferred for boundary walls, sound walls, and screen walls.
- Decorative and seat walls should not be stand-alone objects but should be integrated into and accentuate their surroundings.
- Decorative, seat, and retaining walls should be designed with a maximum height of 3 feet. Where more grade retention is necessary, terracing or similar options should be considered. Materials such as natural or face rock should be used for these walls for a more natural and aesthetically pleasing appearance.
- Fencing should be installed adjacent to open space areas where the protection of sensitive species is required, where public safety is a concern, or where the boundary between public and private property should be defined.
- Fencing along the edges of parks and open space should be visually permeable to provide uninterrupted views from adjacent land uses and allow observation of public areas to aid security.



Soundwall with foundation planting to soften appearance



Permeable fencing bordering residential area



Glass soundwall used as innovative way to minimize noise while maximizing visibility

- Solid fencing may be used along the side/rear yard of homes adjacent to parks and open space with high usage levels to address privacy concerns.
- Fencing along the perimeter of parks and open space should be designed with a maximum height of 6 feet. Fencing used to direct pedestrians or used for decorative or other purposes within parks and open space should be a maximum of 3 feet in height.
- Metal or wooden fencing may be used within parks and open space or along the adjacent residential property lines. Chain-link fencing is prohibited in these areas. The selected fencing should be simple and elegant in design, emulating the character of surrounding buildings and structures.
- All fencing should be painted or stained in a neutral color that blends with the surrounding landscape.
- Fencing along the perimeter of parks and open space is not required unless there is a safety issue, but it may be used for increased privacy, to define ownership, or for other purposes.
- Private owners are prohibited from planting vegetation or constructing fences or other structures on public open space.
- Walls and fencing shall be consistent with an overall wall and fencing program that specifies standards and design elements, consistent with these design guidelines. The wall and fencing program will be submitted to the City for review and approval along with submission of the final small lot subdivision map.

3.1.3.6 Signage and Public Art

Signage in parks and open space is intended primarily to provide information to the visitors, including identification, wayfinding, interpretation, and rules and regulations. Signage and public art will be treated by the City as elements that can enhance the landscape and provide focus within public spaces. Public art may include sculptures or other artwork, mosaics on structures or integrated into paving, lighting, site furniture, and other elements. In its broadest context, public art could include any element in parks and open space. When integrated into the project design, public art will help create an identity and character for both the community and the City. It improves the visual environment for all residents while strengthening identity and boosting community pride.



Decorative wooden fence between residential and open space area



Decorative use of retention walls



Seat wall in urban area used as planter

Signage and public art should be integrated into a park or open space in accordance with the following guidelines:

- Signs and kiosks should be simple and easy to read. Their overall size and orientation should complement the surrounding landscape, and their location should allow them to be easily read or accessed.
- Unique identification signs should be provided that establish or otherwise reinforce the character and identity of a park or open space. Signs, kiosks, and monumentation at park and open space entries or at trailheads should operate as landmarks and clearly define the transition from one space to another. They may be complemented with special lighting, plantings, and enhanced paving to reinforce the entryway.
- In addition to entryways, signs and kiosks should be located at staging areas, open space nodes, and other points of access along the trail system.
- Directional or directory signs and kiosks should be incorporated into parks and open space to help orient and direct the user around the site. Creative solutions such as integrating directions into paving features are encouraged.
- Signage should be provided to present trail information, such as trail names, routes, distances, special features, conditions, regulations, and/or restrictions.
- A coordinated sign program specifying standards and design elements, consistent with these design guidelines, will guide sign development. The sign program will be submitted to the City for review and approval along with submission of the final small lot subdivision map.
- Public art or other aesthetic improvements should be designed in context with the development around it.

- Exterior artwork should be adequately lit so that it is clearly visible from pathways and trails during evening hours.
- Artwork should be a permanent part of the park or open space.

3.1.3.7 Lighting

Lighting in parks and open space is intended to contribute to safety and security by providing minimum light levels during the evening hours. It will also be viewed as an artistic element and will complement the character of a place.

Lighting in parks and open space should be designed in accordance with the following guidelines:

- Lighting should be designed as an integral part of the building, structure, or landscape. Fixtures should be architecturally consistent with the overall site design and character. Creativity in fixture design is encouraged.
- The location of lighting should reflect the anticipated use and not exceed the amount of required or appropriate illumination. Lighting should be limited to activity centers, such as



Wayfinding signage



Sculpture centerpiece in a park



Bench in urban area designed as an art piece

restrooms, parking lots, plazas, and kiosks where both daytime and nighttime activities occur. Additionally, lighting may be used as a design element at entryways, trailheads, and other points of interest. Lighting should not be located along trails, except for the above-mentioned locations, or in urban areas where safety and security are a concern.

- Lighting in parking areas should be limited in scale and height and should be consistent with the overall site architecture and style.
- When possible, light sources and fixtures should be placed in areas that are hidden from direct view.
- Lighting should be spaced regularly to reinforce visual order.
- Fixtures should be shielded or screened to direct the light downward and prevent light spill onto adjacent properties or into areas in parks and open space where it is not necessary. Light trespass onto residential properties should not exceed the moon's potential ambient illumination of one-tenth foot-candle.
- When possible and allowed by other regulations, the lowest lamp wattage feasible should be used. Other ways to limit light pollution are using motion sensors or incorporating light curfews. Refer to the "Dark Sky" principles set forth by the International Dark-Sky Association.
- Light fixtures taller than 6 feet should be separated from trees with canopies greater than 20 feet in diameter so that potential damage to the fixture and tree pruning is minimized.

- Light fixtures that are durable and easily maintained and that have a consistent character through the community should be used.
- Light fixtures should be vandal resistant.

3.1.4 GENERAL GUIDELINES FOR ADJACENT USE INTERFACE

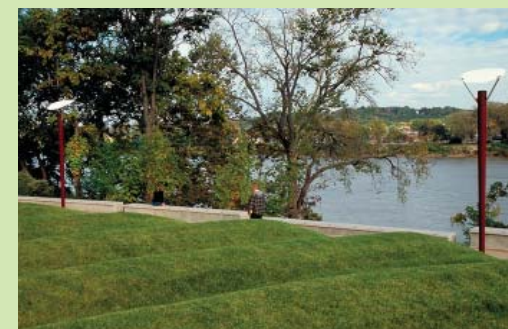
Parks and open space in Rio del Oro provide an integrated network of places where people can recreate, interact with one another, and travel between land uses without the use of an automobile. Additionally, parks and open space enhance the visual character of the community. To facilitate this integration, adjacent development will allow for adequate transition between uses. Multiple view corridors and regularly spaced access to parks and open space for both residents and visitors will be provided. The two primary adjacent uses, residential and commercial, will create an active and visually pleasing edge along parks and open spaces. This relationship will occur at the community level and at the architectural and landscape level. The following guidelines will serve as a measuring stick for future development within the Rio del Oro community.



Pedestrian-scale lighting along a pathway



Bollard lighting



Lighting chosen for its aesthetic value

3.1.4.1 Community-Level Interface

Community design will strongly influence how parks and open space are integrated into the community. The most significant elements are street and lot orientation, physical access, and the ability to interact with parks and open space from adjacent uses.

An active interface should be created in accordance with the following guidelines:

- Most residential lots should either front or side onto parks and open space. Back-on lots should be minimized.
- In commercial and mixed-use areas, the number of buildings oriented toward parks and open spaces should be maximized. When the rear of the building is facing a park or open space, it should be well articulated to create a visually pleasing appearance.
- Single-loaded neighborhood streets that run along the edge and/or streets that are laid perpendicular to parks and open space should be provided to maximize view corridors from the neighborhood.
- Perpendicular roads should end with live-end cul-de-sacs that have access to trailheads.
- Access points to parks and open space should be located at meaningful locations typically every 500–600 feet.
- Bicycle and pedestrian connections should be provided between neighborhoods and the open space trail systems.
- Developments bordering parks and open spaces should be subject to additional architectural and landscape controls, given their high visibility from multiple viewpoints.

For additional guidelines on community-level design principles, refer to Section 3.3, “Residential Neighborhood Guidelines”; Section 3.4, “Commercial Guidelines”; and Section 3.5, “Business and Industrial Parks Guidelines,” of this document.

3.1.4.2 Architecture and Landscape Interface

When designed appropriately, architecture and landscape elements can greatly enhance the interaction between the built environment and adjacent parks and open space. This interaction will be accomplished by creating a continual transition from the private building interior and facade to semiprivate outdoor space and finally to public outdoor space.

Architectural and landscape interface elements should be designed in accordance with the following guidelines:

- Building facades that are oriented toward parks and open space should be articulated using architectural elements, such as windows, balconies, and recesses.



Commercial buildings fronting onto open space



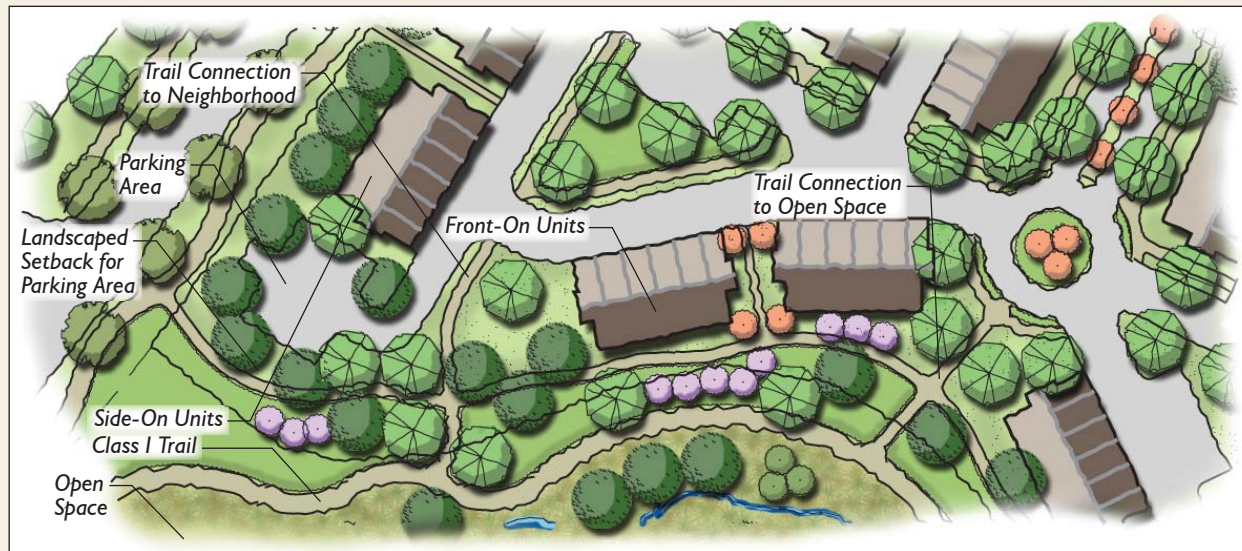
Single family homes fronting onto a park



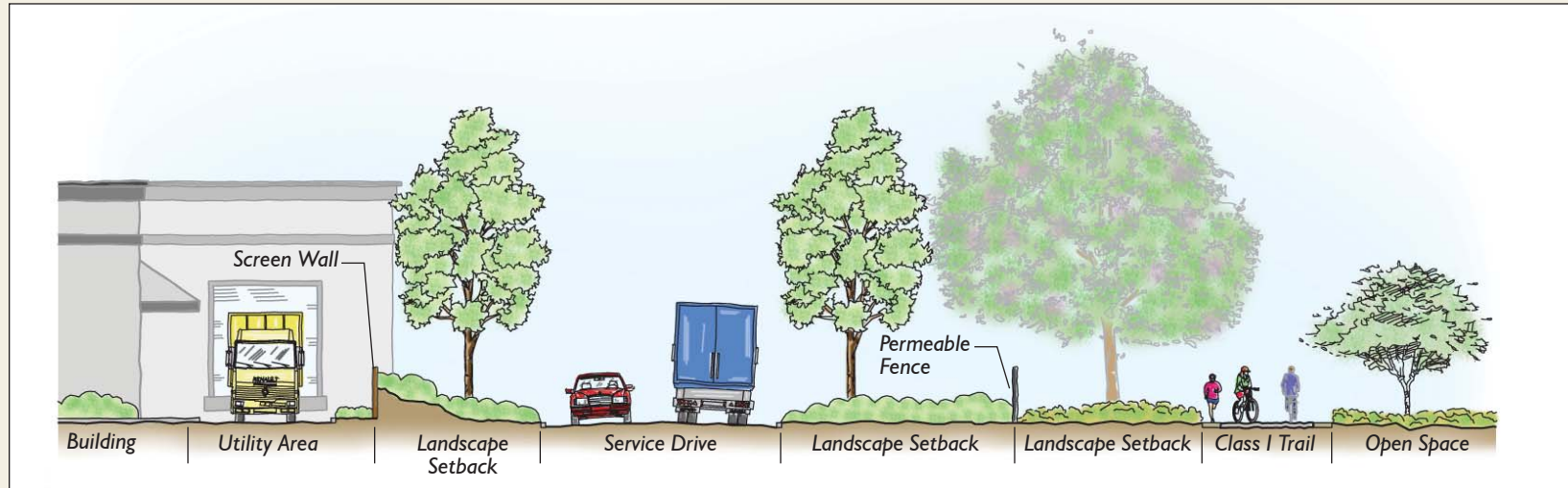
Interactive interface between residential areas and open space



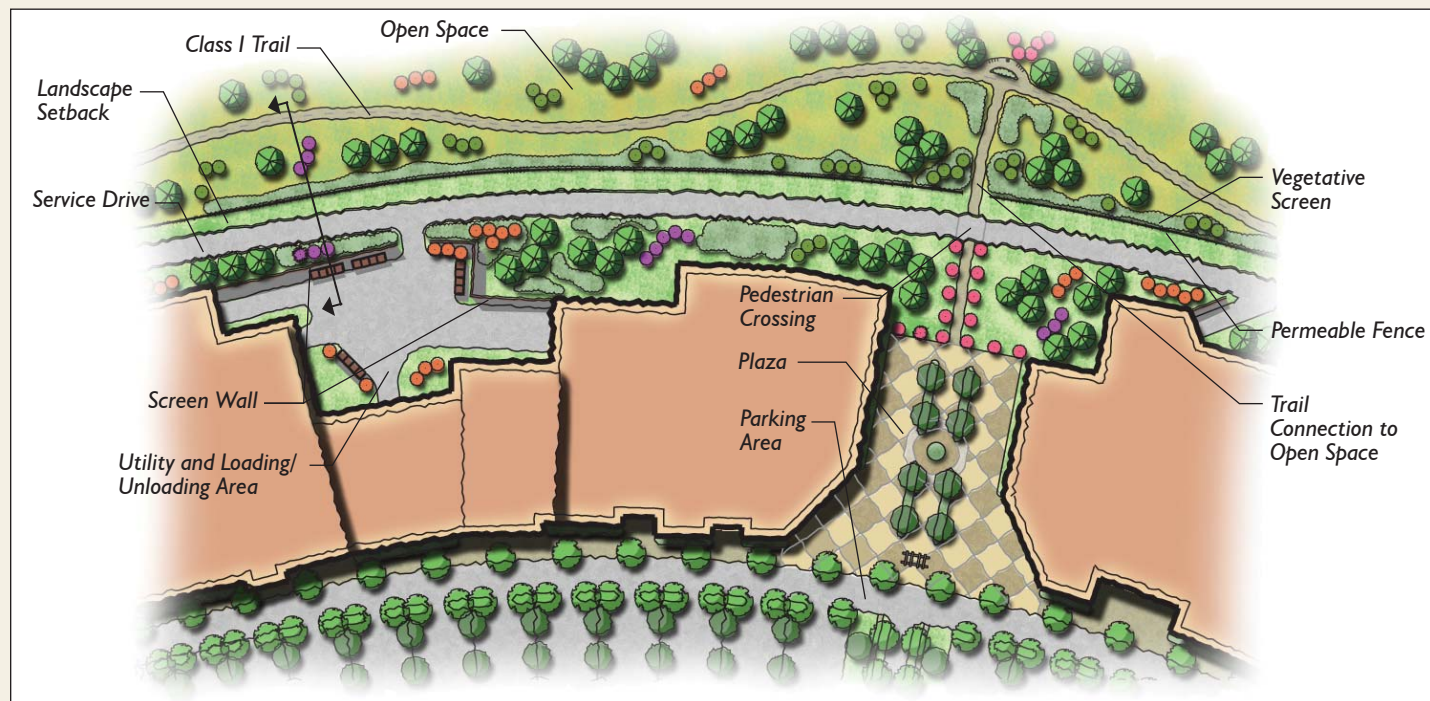
Interface between Single Family Residential and Open Space — conceptual plan



Interface between Multifamily Residential and Open Space — conceptual plan (Source: The HLA Group)



Interface between Commercial Land Use and Open Space — conceptual section



Interface between Commercial Land Use and Open Space — conceptual plan (Source: The HLA Group)

- Blank walls that do not offer any visual interest should be avoided.
- Interactive semi-indoor/outdoor spaces, such as decks, plazas, patios, sunrooms, and spas, oriented toward parks and open space should be included to enhance the visual connection.
- As mentioned previously, visually permeable fencing should be provided along the edge of parks and open space when it is necessary or desirable.
- Placement of utility structures along building facades oriented toward parks and open space should be minimized. When necessary, screen walls, fencing, and landscaping should be provided adjacent to buildings that back onto parks and open space, especially along service and loading areas. Refer to the guidelines for walls and fencing in Section 3.1.3.5 of this chapter.
- Plantings along the edge of parks and open space should be blended with vegetation on adjacent uses where feasible to avoid an abrupt visual change. This point should be particularly adhered to in areas that do not contain walls or fences between land uses.

For additional guidelines on architecture and landscape design principles, refer to Section 3.3, “Residential Neighborhood Guidelines”; Section 3.4, “Commercial Guidelines”; and Section 3.5, “Business and Industrial Parks Guidelines,” of this document.



Semi-outdoor space creating a transition from private house interior to public open space



Rear of commercial buildings with screen wall



Lighting and ornamental plantings accentuating pathways leading to open space



CIRCULATION AND STREETScape GUIDELINES



These design guidelines promote a circulation system that supports regional and local connectivity. The hierarchy of streets, trails, paths, and sidewalks will accommodate a variety of transportation methods, including automobile, bicycle, and pedestrian traffic.

3.2.1 STREET SECTIONS

Cordova's current standards. Refer to Section 4.3 of the Specific Plan for street classifications, locations, and cross-sections. Proposed street sections shall meet the City's minimum standards for the appropriate road classification.



3.2.2 ENTRIES AND GATEWAYS

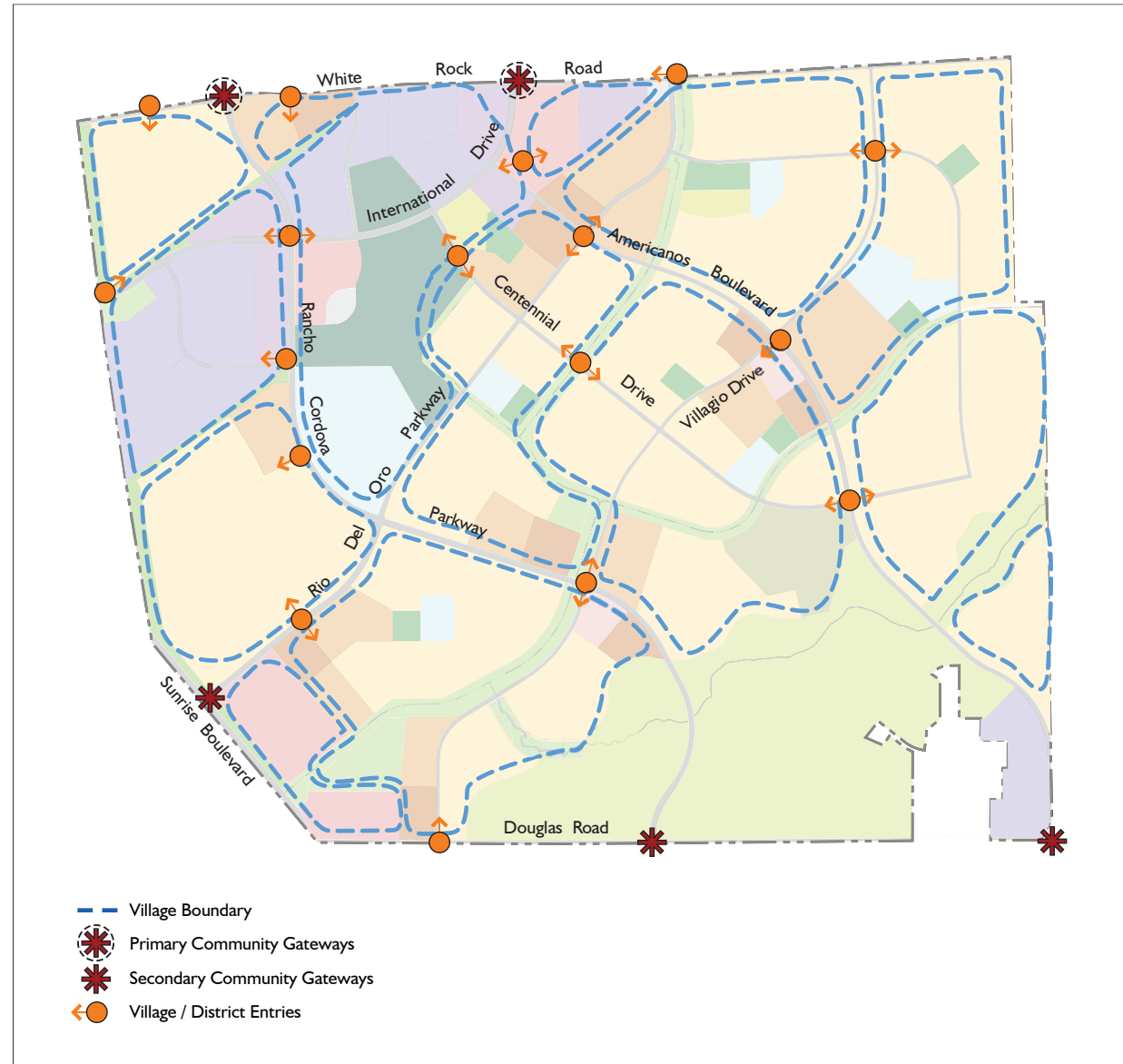
Entry and gateway signs provide visual landmarks and wayfinding cues along the major streets and roadways. In addition to providing identity to each district, village, neighborhood, and individual project site, these markers help establish an overall style, character, identity, and quality for the Rio del Oro community as a whole. Rio del Oro represents a vibrant new community that is connected with nature through the surrounding environment.

The entry/gateway concept embodies the notion of creating a visual language that uses architectural elements and the landscape materials to orient, inform, and give a sense of place for residents and visitors.

The entry/gateway system proposes a hierarchy of visual elements that together will project a level of quality and consistency that is unique to this community.

The entryway concept establishes the overall impression of Rio del Oro. Bold landscape and signage elements are organized as a hierarchy of entry experiences that are coordinated with the street layout and street landscape treatment. The hierarchy of Rio del Oro entries includes community gateways and monument signage for villages and business districts, and project-level entries for commercial centers and individual residential neighborhoods.

Entry monumentation may vary between Easton neighborhoods and those not associated with Easton.

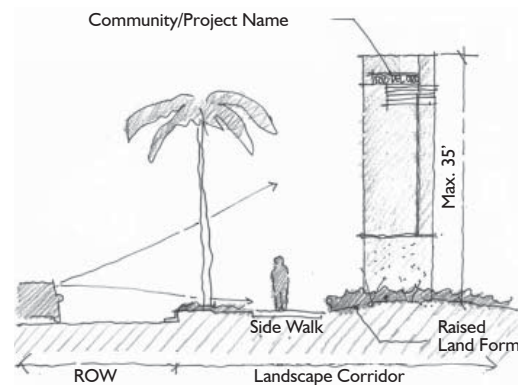
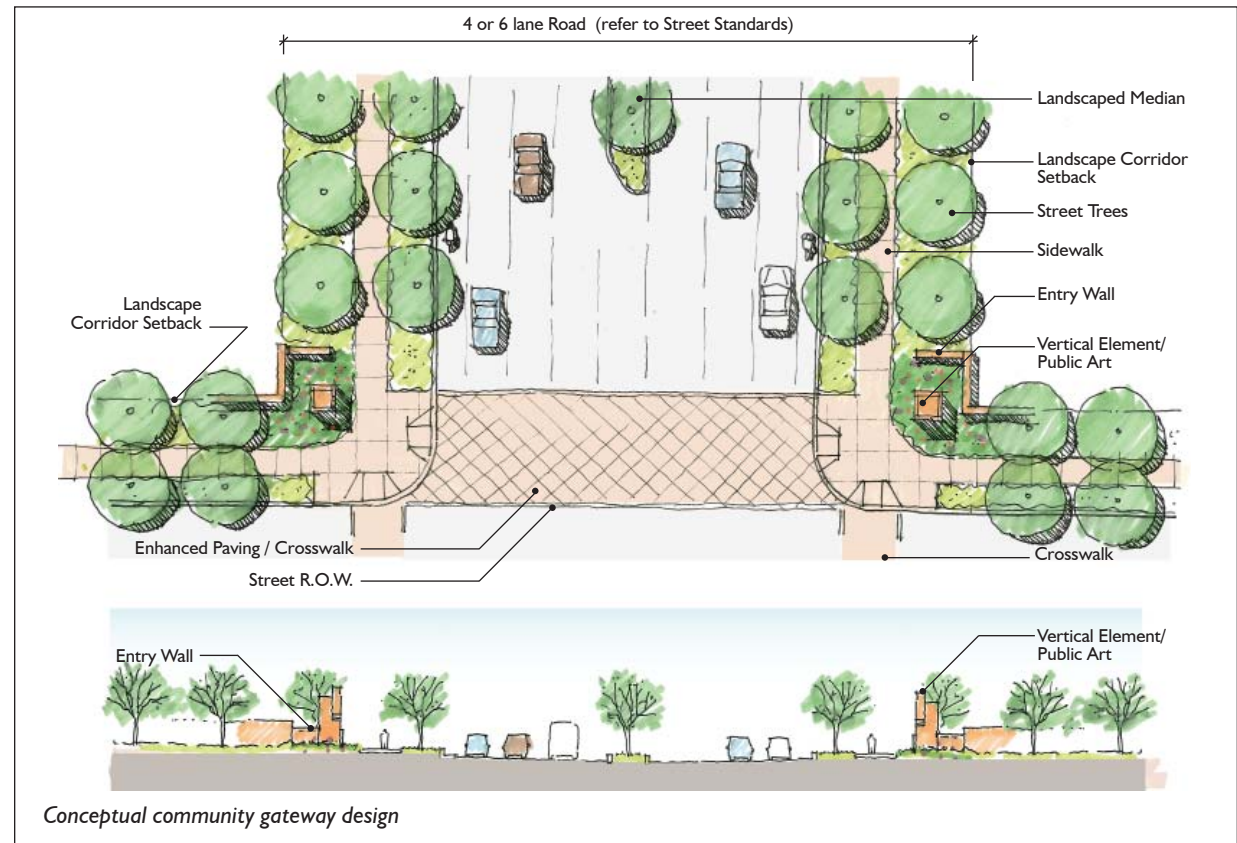


3.2.2.1 Community Gateways

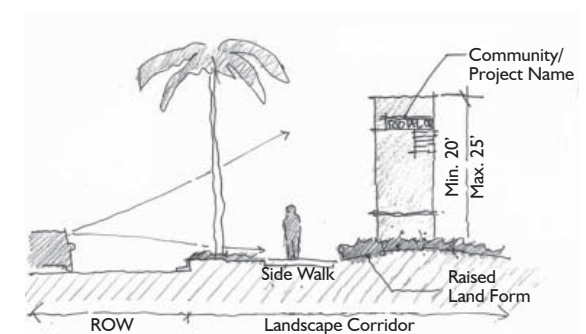
Rio del Oro is a part of the greater Easton community and will be consistent with its overall development standards and design guidelines. To establish a sense of unique local character, a significant portion of Rio del Oro may establish a slightly different style but will incorporate elements that complement the Easton theme. Community gateways, the highest level of identification, occur along the major and secondary roadways at the northern, southern, and western edges of the community. The gateway signage is envisioned as grand entry statements at major intersections and are designed in harmony with the overall Easton image while creating a distinctive character for Rio del Oro.

Community gateways will define the edges of the community and establish a sense of quality throughout the development. As the first visual element, community gateways are envisioned as tall, vertical architectural features framed by landscape elements that serve to define a portal to the community. The community gateways should be designed to meet the following criteria:

- Community gateways will use consistent materials, colors, and forms in a way that provides visual continuity to the area.
- Gateways will be designed to highlight the transition into Rio del Oro with vertical elements as visual landmark entry monuments on the corners of major and minor arterials.
- The ground plane entering into the community shall be highlighted from the street with colored and textured paving integrated with the entry landscape design.
- Lighting and artistic elements may be integrated into the entry monuments to help create a high-quality visual character for the community.



Conceptual primary community gateway



Conceptual secondary community gateway

A tall, vertical element can be very effective in announcing the arrival to the community.

3.2.2.2 Village/District Entries

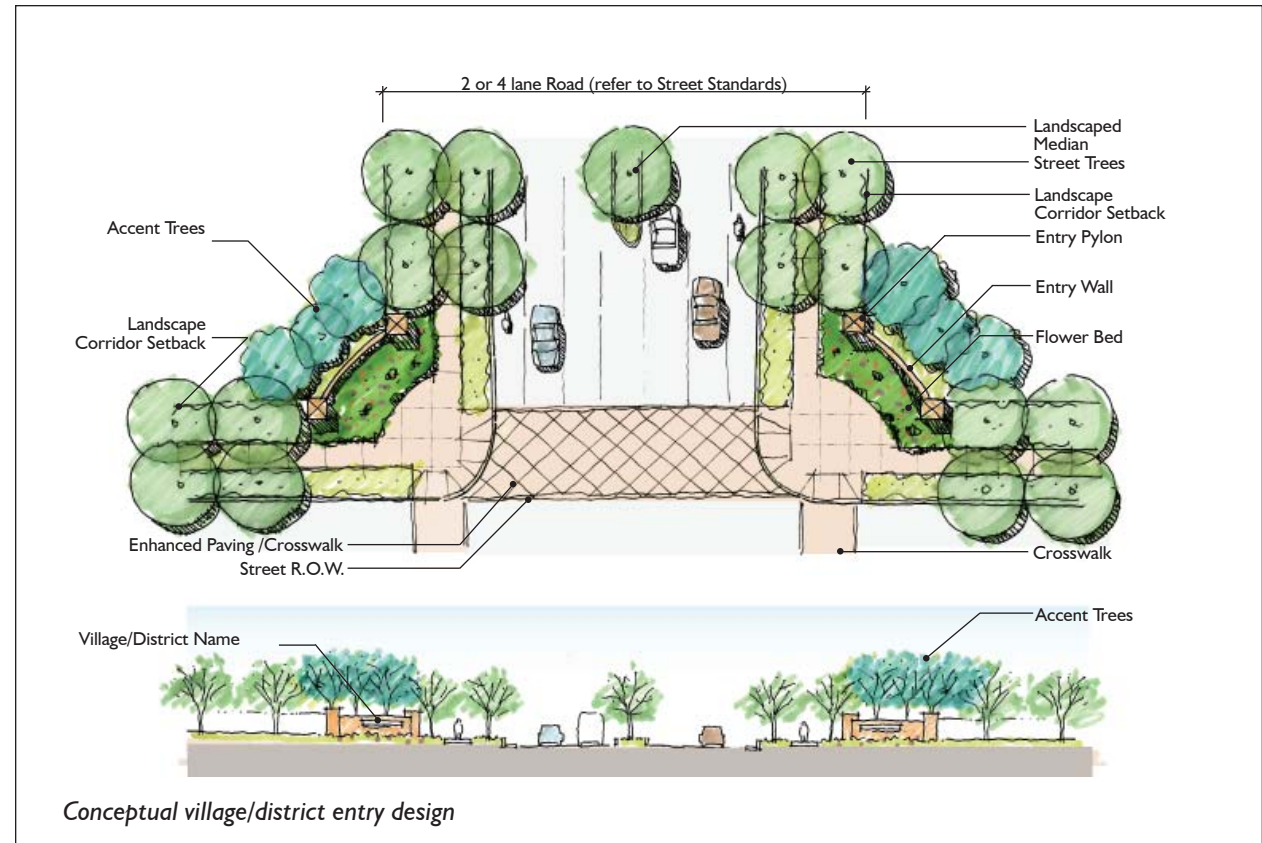
At the intermediate level, gateways along the major and minor arterials within Rio del Oro are located to identify transitions between neighborhoods. These village entries also contribute to establishing an overall project theme and identity. Entry monumentation may also distinguish one project area from another, as designed by different development entities. Neighborhood entries should be designed in coordination with the overall Easton theme. These entries will be incorporated into the landscape areas at major intersections and should include materials, styles, and design characteristics similar to those of the larger community entries. The neighborhood entries should be designed to include a coordinated palette of materials, landscape and plant varieties, signage, lighting, decorative walls, and other architectural forms.

Village/district entries will define several distinct residential enclaves and thus will have a fundamental design structure. However, the design framework has the flexibility to respond to different aesthetic objectives.

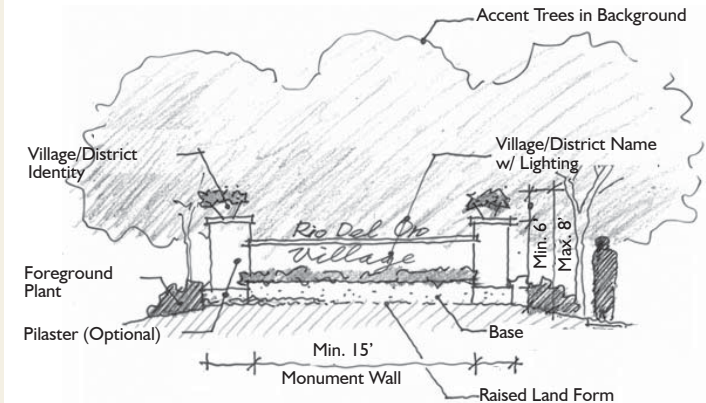
Neighborhood and district entries should include the following design elements:

- Entry designs should incorporate pedestrian streetscape elements, such as streetscape furniture, lighting, and bus stops, where appropriate.
- Vertical elements featuring taller landscape elements, arbors, and stone walls may be used to define the entrance to each district.
- Surface textures and colored paving materials should be incorporated into the ground plane.

Business, industrial, and larger scale employment districts may also be identified by gateway monuments and entry features at the same level of



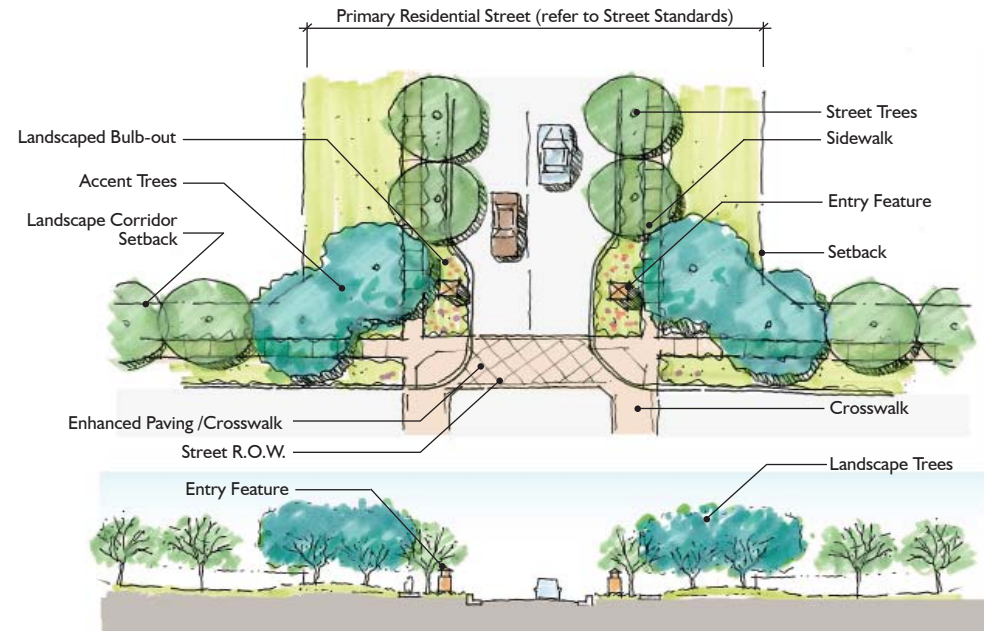
hierarchy as residential villages. Business and industrial districts should be representative of the Easton and Rio del Oro branding, but they may have elements that incorporate design details reflecting the character of individual business or industrial parks. Business and industrial park entries should be consistent with the overall style of other entry monumentation.



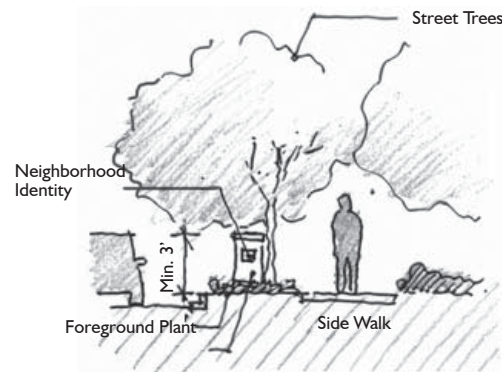
3.2.2.3 Residential Neighborhood Entries

Residential neighborhood entries will be designed to reflect the individual character of a particular development within a defined palette of materials, colors, and finishes. Residential neighborhood entries will reflect a higher level of attention to details and convey a sense of individuality for each neighborhood.

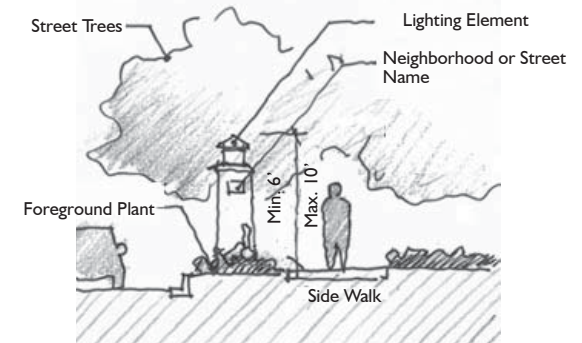
Smaller scale neighborhood entry features may be created along the internal street systems of individual residential areas. These landmark locations identify transitions into the residential areas and provide recognition for each residential project. These smaller scale neighborhood entries help create the special identity and character of each residential project and may include special lighting and plantings. Surface materials at the neighborhood entries should include enhanced colored and textured paving to reinforce the public realm along the street and to help emphasize the distinctive visual character. To support the pedestrian environment, neighborhood entry features should incorporate into their design pedestrian elements such as seating, pedestrian furniture, walls, lighting, and other architectural treatments.



Conceptual residential village entry design



Conceptual residential neighborhood entry Type I (Short)

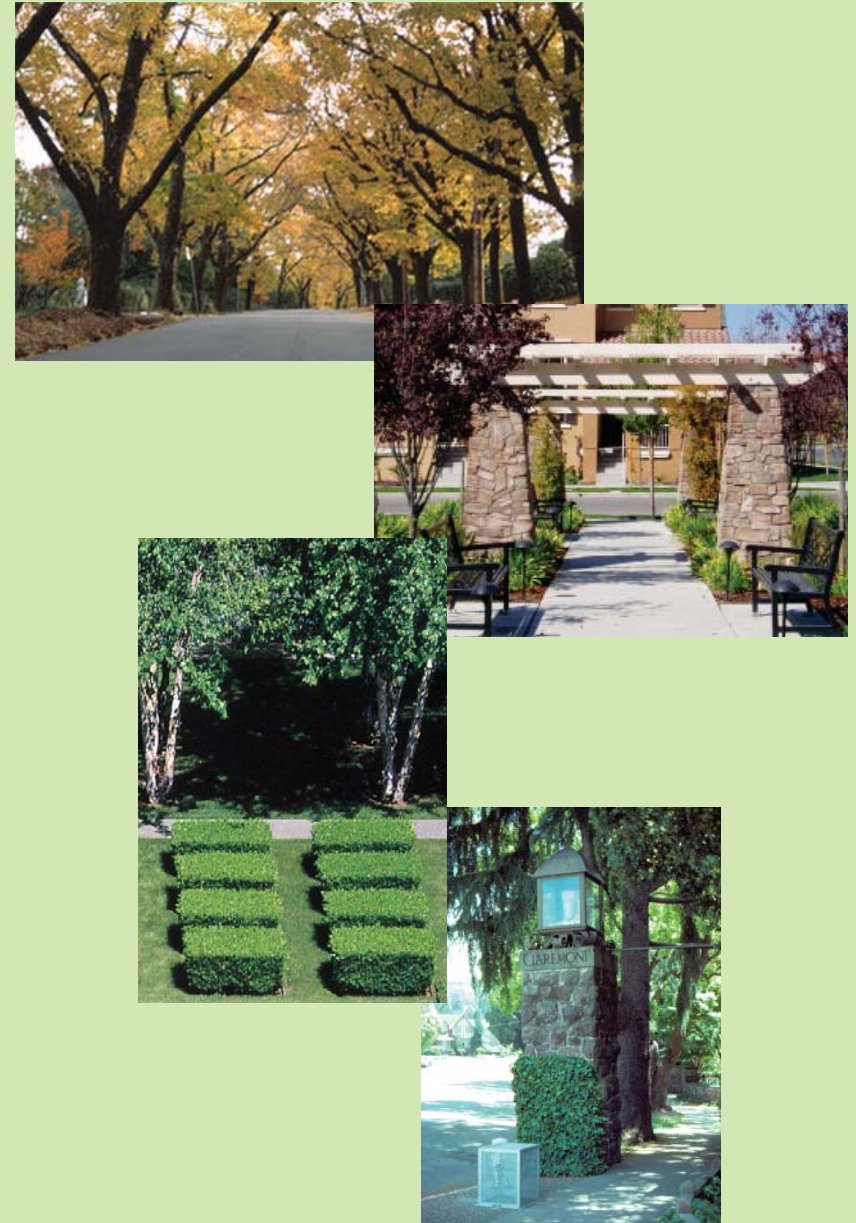


Conceptual residential neighborhood entry Type II (Tall)

Community Gateways



Residential Neighborhood Entries



Village/District Entries



3.2.2.4 Commercial Centers

Within each village and district of Rio del Oro are several commercial centers. Identification monuments at this level also provide opportunities for entry landmarks and signage. Identification signs for each retail center should include monuments scaled appropriately to the retail center framework: Regional Town Centers, Local Town Centers, and Village Centers.

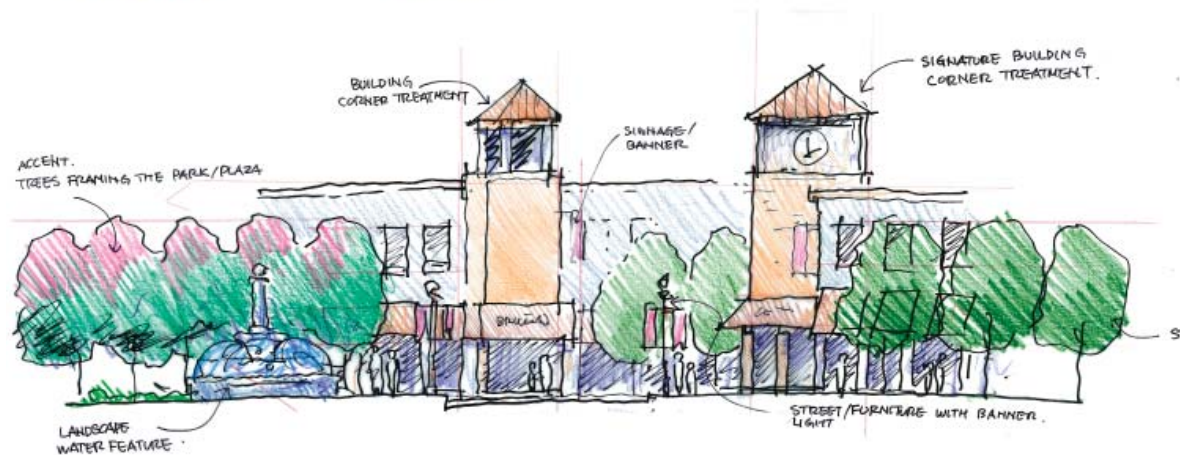
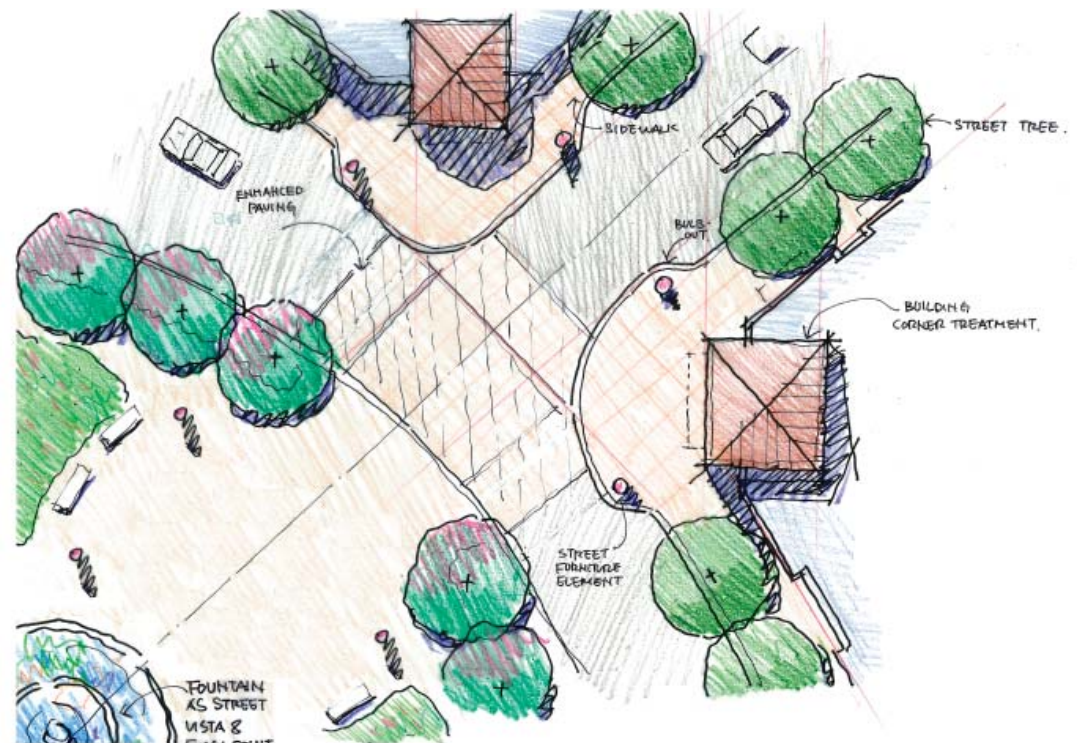
Entrances to commercial centers involve careful composition of both landscape and architectural elements to form gateways and help orient and welcome visitors and residents. Pedestrian-scaled landscape amenities, such as fountains, special paving, lighting, signage, and landscape materials, will be designed to reflect the specific characteristics of each location. Guidelines for entries and monument signs for these centers are provided below.

Regional Town Centers

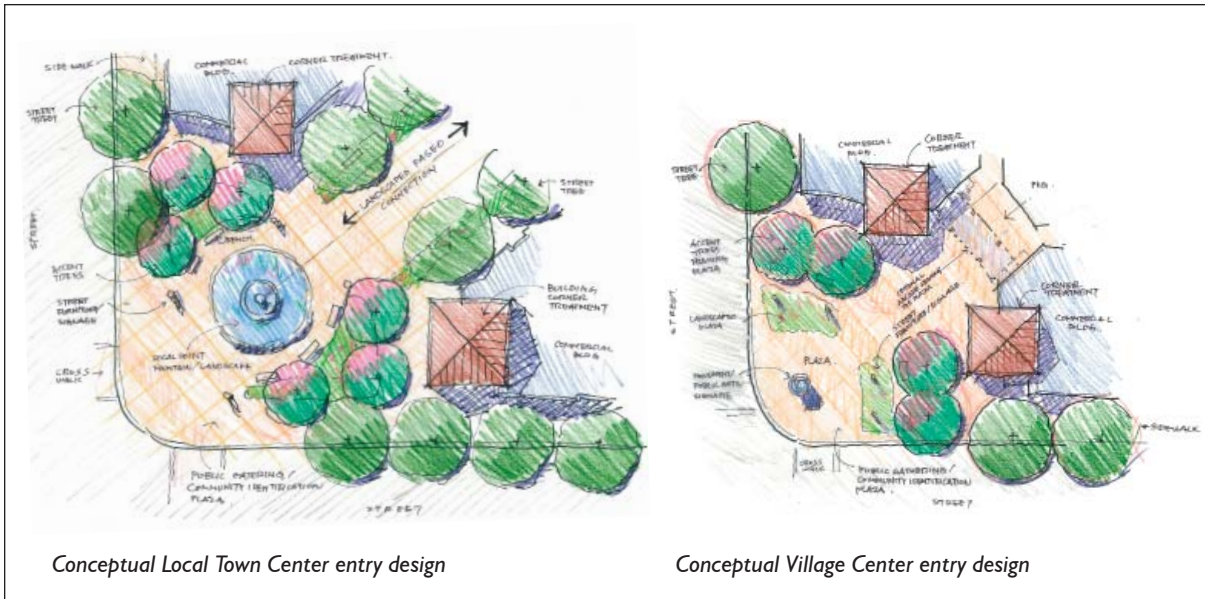
Large-scale identification signs for the Regional Town Centers should be located on the major arterials adjoining the center sites. The primary identification sign for the Regional Town Centers should be integrated into the building architecture and site landscaping. Smaller monument entry markers may be located at other entryways into the site. All identification signs and entry features shall be coordinated with the overall center sign program using similar sign styles, colors, materials, and lighting.

Local Town Center

The Local Town Center shall be identified with an appropriate-scale entry monument sign. Located at the intersection of Rancho Cordova Parkway and International Drive, the main identification sign should be designed as a monument coordinated with an overall Local Town Center sign program. Smaller individual monuments may be located at each secondary entry to the Local Town Center. Local Town Center identification



Conceptual Regional Town Center entry design



Sidewalk areas can be pleasant places for people to gather while shopping.

signs may be incorporated into the architecture of the Local Town Center as tower elements; on primary wall facades; or as other tall, vertical architectural features.

Village Centers

Each Village Center should provide at least one major identification landmark located along the major roadway adjoining the site. The identification sign should be designed as a monument or taller architectural feature consistent with the overall Rio del Oro theme. Village Center identification signs may also be incorporated into the building architecture on tower elements, roof forms, or the center's most prominent façade. Smaller entry monuments may be located at other entry drives.

Entry features shall be coordinated with the overall Village Center sign program using similar sign styles, colors, materials, and lighting. Because the City of Rancho Cordova has not adopted an approved street tree list, the list in Section 3.2.4 has been compiled from recommended lists prepared by the City of Sacramento, the Sacramento Tree Foundation, and Sacramento Municipal Utility District.



Distinctive architecture can add to the entry experience.



Water is a powerful design element to bring calm, attract people, and animate a public space.



Signage provides an added flair and sense of place to entry elements.



GATEWAYS AND ENTRIES	FORM*	MATERIALS*	LIGHTING	PLANTING
Community Entries	Tall Vertical	Metal/Concrete/Stone	Internal	Informal/Native/Low Water Use
Village/District Gateways	Horizontal Wall with Pilaster (opt.)	Stone/Concrete/Brick	External	Formal/Native/Ornamental/Low Water Use
Residential Neighborhood Gateways	Monument Pilaster	Stone/Brick/Concrete	Internal or None	Informal/Native/Ornamental/Seasonal Color
Regional Town Center Entries	Part of Plaza/Architecture	Varies	Internal & External	Formal/Ornamental/Seasonal Color
Local Town Center Entries	Part of Plaza/Architecture	Varies	Internal & External	Formal/Ornamental/Seasonal Color
Village Center Entries	Part of Plaza/Architecture	Varies	Internal & External	Informal/Native or Ornamental/Seasonal Color

* Note: Form, materials, and colors shall be coordinated with the community theme and architecture styles.

3.2.3 BICYCLE AND PEDESTRIAN FEATURES

Rio del Oro has been designed to be a bicycle- and pedestrian-oriented community. The circulation and streetscape design has influenced the preparation of design standards under consideration by the City, and the design guidelines set forth herein are intended to satisfy any subsequently adopted City requirements. Streetscapes will include many bicycle and pedestrian amenities that should be featured in helping create the project character and identity:

- Bicycle trails, lanes, and routes should be designed and constructed in accordance with the standards of the American Association of State Highway and Transportation Officials.
- Bicycle parking should be provided at all transit stations, parks, and at commercial, office, mixed use, and civic destinations.
- Pedestrian streets identified in the Specific Plan have been designed to meet the policies under preparation by the City for pedestrian facilities. These design guidelines are intended to satisfy any subsequently adopted City requirements.
- Sidewalks on residential streets should be at least 5 feet wide. Eight-foot-wide multiuse paths are provided on all secondary and major roads. Urban sidewalks along major roads abutting building entries shall be 12 feet wide minimum. Pedestrian paths shall remain unobstructed.
- Pedestrian amenities, including benches, trash cans, other street furniture, and signage should be placed at regular intervals outside the road right-of-way and along sidewalks and paths where appropriate. The required minimum sidewalk width shall not be obstructed.



Crosswalk highlighted by enhanced paving



Bicycle and pedestrian crossing marked with signage



Bicycle parking



Street furniture incorporated with landscape elements



Commercial street



Parkway median

- Highly visible crosswalks should be located at all major intersections. Crosswalks should allow pedestrians to cross safely at the shortest distance possible. A change of paving materials enhances safety, visibility, and aesthetics and should be implemented where feasible and appropriate.

3.2.4 STREET TREES

Street trees enhance the pedestrian experience by providing shade and improving the visual appearance of streets. Street trees should be selected based on the intended locations, such as residential areas, commercial areas, or office parks. District, village, and project identity must be considered along with street hierarchy when making street tree choices. Street trees should be selected and maintained in accordance with the following guidelines:

- Large-canopy trees that provide dense shade at maturity should be chosen for placement along pedestrian routes. Narrow, columnar trees are more suitable for street medians.
- Street trees should be easy to maintain. They should thrive in an urban environment where tree roots may be affected by sidewalks and other obstacles. Trees should be selected to reduce sidewalk damage, and species with spreading or invasive roots should be avoided.
- Street trees should be planted at sufficient intervals to accommodate mature growth. The appropriate interval will depend on the species and variety of tree. When trees are planted in formal patterns, maximum spacing shall be no farther than 50 feet on center.
- Planting intervals can be modified to create interest, with clusters of trees placed near intersections, neighborhood greens, or neighborhood parks.
- Accent trees displaying seasonal interest are encouraged at entryways or important intersections.

Street Tree List

Botanical Name	Common Name
Deciduous Street Trees	
<i>Acer fremanii</i>	Autumn Blaze Maple
<i>Acer plananoides</i>	Norway Maple
<i>Acer rubrum</i>	Red Maple
<i>Carpinus betulus</i>	European Hornbeam
<i>Celtis australis</i>	European Hackberry
<i>Celtis occidentalis</i>	Common Hackberry
<i>Celtis sinensis</i>	Chinese Hackberry
<i>Koelreuteria paniculata</i>	Goldenrain Tree
<i>Ginkgo biloba</i>	Maidenhair Tree
<i>Pistacia chinensis</i>	Chinese Pistache
<i>Platanus acerfolia</i>	Plane Tree
<i>Populus bolleana</i>	Bolleana Poplar
<i>Quercus coccinea</i>	Scarlet Oak
<i>Quercus douglasii</i>	Blue Oak
<i>Quercus lobata</i>	Valley Oak
<i>Quercus macrocarpa</i>	Bur Oak
<i>Quercus phellos</i>	Willow Oak
<i>Quercus rubra</i>	Red Oak
<i>Tilia americana</i>	American Linden
<i>Ulmus parvifolia</i>	Chinese Elm
<i>Zelkova serrata</i>	Saw-Leaf Zelkova
Evergreen Street Trees	
<i>Cedrus deodara</i>	Deodar Cedar
<i>Eucalyptus microtheca</i>	Coolibah
<i>Magnolia grandiflora</i>	Southern Magnolia
<i>Maytenus boaria</i>	Mayten Tree
<i>Pinus canariensis</i>	Fern Pine
<i>Pinus halepensis</i>	Aleppo Pine
<i>Pinus patula</i>	Jelcote Pine
<i>Podocarpus gracillior</i>	Fern Pine
<i>Quercus ilex</i>	Holly Oak
<i>Quercus suber</i>	Cork Oak
<i>Sequoia sempervirens</i>	Redwood
Small/Medium Accent Trees	
<i>Acer buergeranum</i>	Trident Maple
<i>Acer palmatum</i>	Japanese Maple
<i>Arbutus unedo</i>	Strawberry Tree
<i>Cercis occidentalis</i>	Western Redbud
<i>Crataegus phaenopyrum</i>	Washington Hawthorn
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Malus ioensis</i>	Bechtel Crabapple
<i>Nyssa sylvatica</i>	Sour Gum
<i>Prunus cerasifera</i>	Purple Leaf Plum
<i>Pyrus calleryana</i>	Ornamental Pear
<i>Pyrus kawakamii</i>	Evergreen Pear



RESIDENTIAL NEIGHBORHOOD GUIDELINES

3.3 RESIDENTIAL NEIGHBORHOOD GUIDELINES

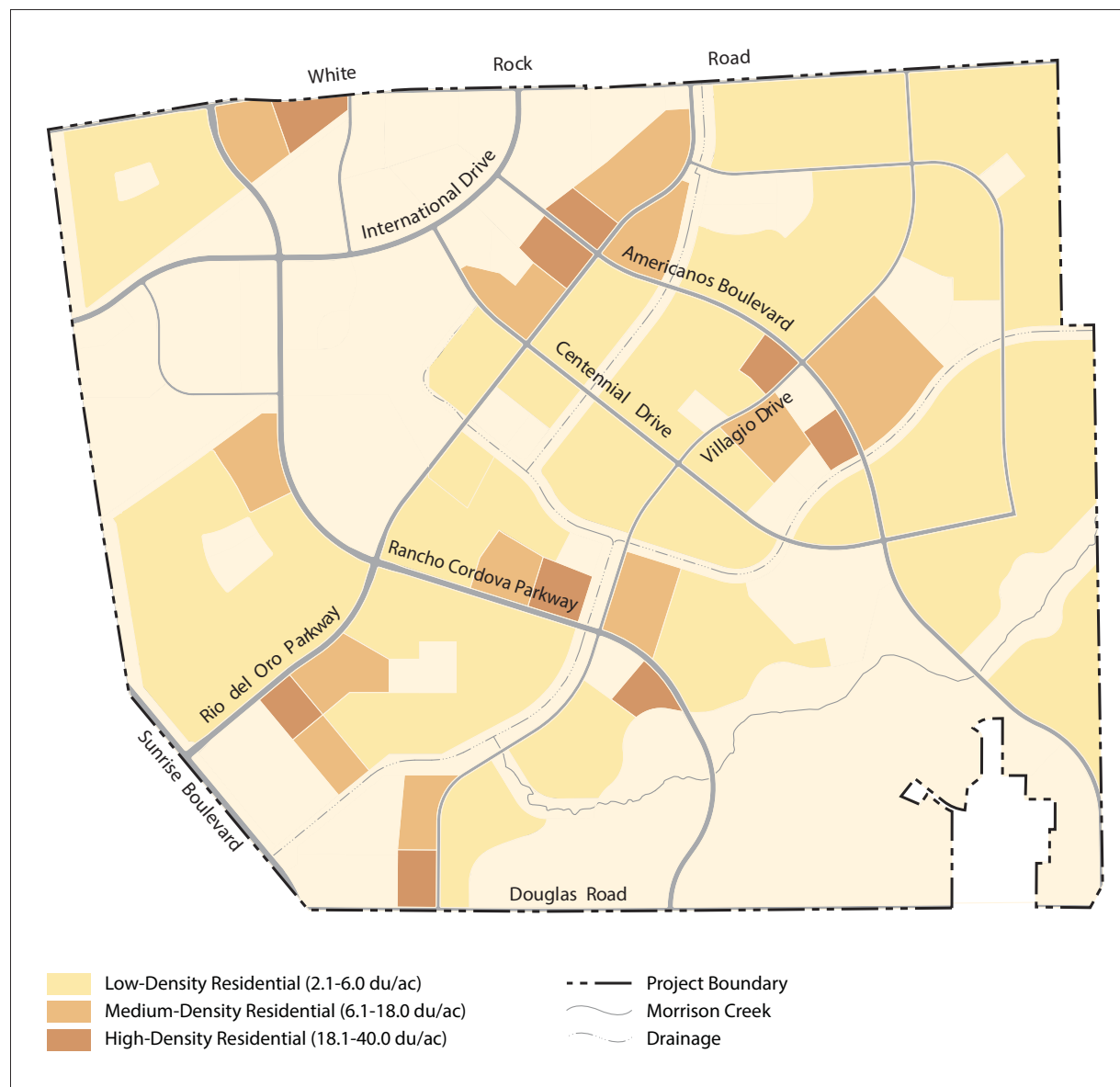
3.3.1 RESIDENTIAL DEVELOPMENT FRAMEWORK

Rio del Oro is organized as a community of neighborhoods and villages with distinct characteristics. Each village is planned as a unique place connected by greenways and key community roadways. A typical village contains an elementary school, neighborhood park, commercial site, and other amenities for the surrounding residents.

The community will be composed of several villages that will be designed to create a unique character while still maintaining the community theme. The villages are composed several individual neighborhoods that should respect the Rio del Oro brand while creating individual character. Villages may contain a variety of residential product types.

3.3.2 RESIDENTIAL DESIGN GUIDELINES

The following design guidelines cover residential site and building design. The guidelines are intended to provide general direction for the siting of homes in all residential areas of Rio del Oro. The design of residential buildings, streets, and open spaces contributes to creating a strong sense of place for each neighborhood. The goals are to create a desirable, high-quality environment that is walkable, pedestrian friendly, and safe, with convenient access to parks, commercial centers, and community facilities. They are also intended to promote high-quality design and to create a cohesive residential environment for a wide variety of single-family (detached and attached) and multifamily housing types.



3.3.2.1 Neighborhood Organization

Residential lots should be organized in short block layouts with a modified grid/curvilinear pattern that encourages walking, biking, and the use of alternative modes of transportation:

- Access walkways should be provided to open spaces, parks, schools, and commercial centers from neighborhoods and within approximately one-third mile of each residence.
- As described in the Circulation Element of the General Plan, Policy C.I.10, the City's preferred block length is 600 feet. This encourages multiple vehicular paths and pedestrian circulation at the neighborhood level. Block lengths between 600 and 800 feet may be acceptable on a case-by-case basis. Blocks longer than 800 feet are discouraged and should incorporate midblock pedestrian and emergency vehicle connections where allowed.
- Residential blocks and local streets should be pedestrian oriented and in a pattern that reduces regional through traffic.
- Residential neighborhoods should provide a variety of smaller open spaces with seating areas for informal gatherings.
- Neighborhoods should be organized into smaller recognizable subareas where feasible. The local elementary school and neighborhood park should be near the center, within approximately one-third mile walking distance of surrounding homes.

3.3.2.2 Focus on Open Space

Rio del Oro's neighborhoods will include open space areas conveniently interconnected by trails and open space corridors.



Neighborhoods should provide access to open spaces and encourage alternative modes of transportation.



Informal seating area on residential street



Homes should face the street and include attractive front entry features.



Interior private spaces can be screened by fencing at the rear of the home.

- Each residence should be designed with a usable, private outdoor living area. All ground-floor homes must have an outdoor living space, yard, courtyard, or patio.
- A coherent and connected open space system should be provided within all neighborhoods.
- Buildings should be placed and oriented such that open space is visible and accessible.
- Private outdoor living spaces may be enclosed or screened to provide privacy from surrounding homes and public spaces. Private space may be enclosed with a fence, wall, landscaping, trellis, or other type of architectural device that is designed with materials and colors in keeping with the overall building style. In situations where a view or homeowner surveillance of public spaces is desirable, permeable fencing should be used.



Architectural elements that clearly define entries from the street



Example of functional front porches



Varied setbacks and architectural treatments that lend interest to facades

3.3.2.3 Building Setbacks

Residential building setbacks are a key element in defining private residential space and the public realm along streets. Setbacks should vary from neighborhood to neighborhood, adding to the neighborhood's residential character. Setback lines should adhere to the minimum requirements as provided in the development standards in this document:

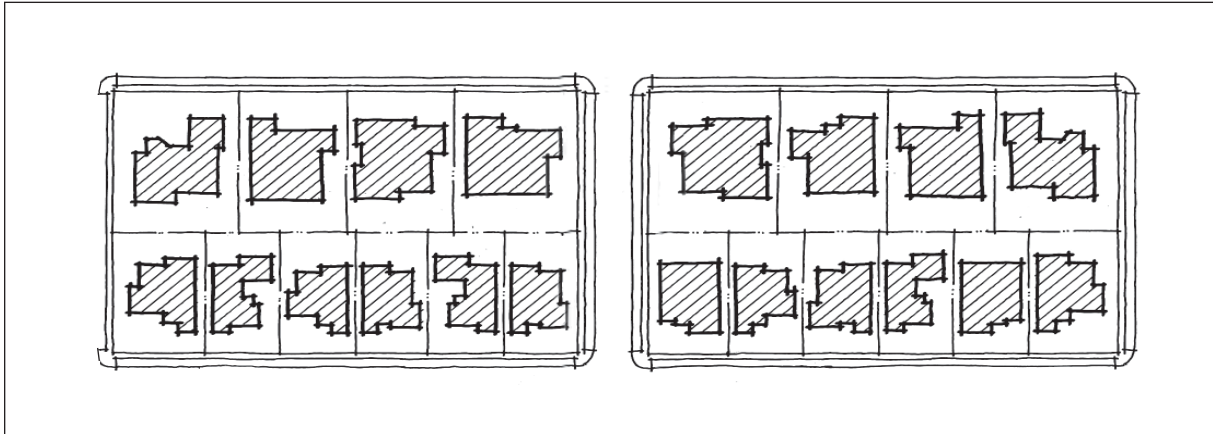
- Building setbacks along residential streets should vary to create visual interest and a changing street scene.

3.3.2.4 Building Orientation

Streetscapes should be designed as pedestrian-friendly places that provide residents with a sense of belonging, encouraging community interaction:

- Homes should be oriented toward the street, with entry areas and major indoor activity spaces facing onto the street.
- Large expanses of blank walls, garage doors, and utilities along the front areas of buildings and lots should be reduced.
- Lots, blocks, trails, and walkways should be organized to encourage residents to walk and enjoy the neighborhood setting and nearby areas and facilities, such as parks, open spaces, schools, shopping, and places of worship.

- Building facades should be designed to provide visual surveillance of the public streets, public spaces, sidewalks, and open space areas from inside the buildings to promote safety and security of the public realm with “eyes on the street.”
- Building facades facing streets and walkways should be designed with entries, porches, and other architectural elements that create a more human-scale environment and provide transitions from public to private spaces. A clear entry sequence for ground-floor units extending from the public sidewalk to the front door may be accomplished through:
 - Use of functional front porches (at least 6 feet deep and 8 feet wide) or front stoops;
 - Clearly defined site and building entries that are in scale with the dwelling and are oriented directly to the street frontage;
 - Clearly identifiable front doors of each unit from the adjacent street, with the use of distinctive architectural elements and materials to denote the permanence of the entry;
 - Doors and windows that complement the architectural style of the building; and
 - Use of lighted building address numbering so that it is visible from the street at night.



Varying lot sizes on adjacent blocks adds diversity to the neighborhood.

3.3.2.5 Neighborhood Character

Rio del Oro is a diversified community composed of a mix of residential, commercial, business, and office uses, connected by a system of greenways and open spaces. The residential villages provide for a wide range of densities and product types. Medium- and high-density sites have been situated near employment centers, shopping districts, and schools with interconnecting pedestrian and bike paths to encourage alternative modes of transportation.

Single-family residential neighborhoods should be created with a mix of densities and lot sizes to achieve a diversity of housing products.

Executive home sites are proposed in the 1/3- to 1/2-acre range, allowing for a wide diversity of building setbacks, massing, and individual site character.

The goal of the development standards is to promote high-quality housing projects while allowing for flexibility and encouraging innovative design solutions. The neighborhood character should be considered in all aspects of the design process.

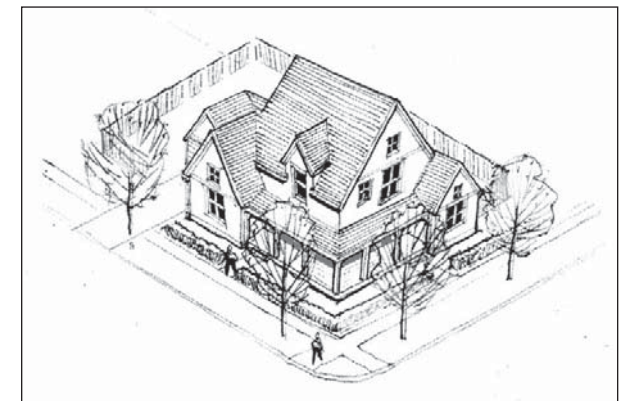
3.3.2.6 Presentation at Corners

The relationship of buildings to one another and the street is especially important at corners. Buildings on corner lots must address both streets. Corner lots are typically wider to accommodate the side-yard setback along the side street and allow for side porches. Traditionally, homes on corner lots are larger and have one- and two-story articulation on both the front and side facing the corner street.

The following factors should be considered for corner lots:

- Wraparound porches are encouraged for corner lots.
- Corner lots provide opportunities for larger building heights and forms to create a visual anchor at intersections.
- Side elevations should be generally equal to front elevation in detail and articulation.
- Garage access from an alley or the side street is encouraged.

- Building length should be maximized along the side yard to minimize fencing. Side-yard fencing on corner lots should not exceed 35% of the lot width along the side street.
- The housing facade facing the side street on corner lots should provide architectural features that create a presence to the street and improve the visual surveillance of the public realm.
- Duet housing placed on corner lots shall locate entries and driveways on opposite streets.
- Any fencing occurring in the front or street side yard shall be less than 4 feet high.

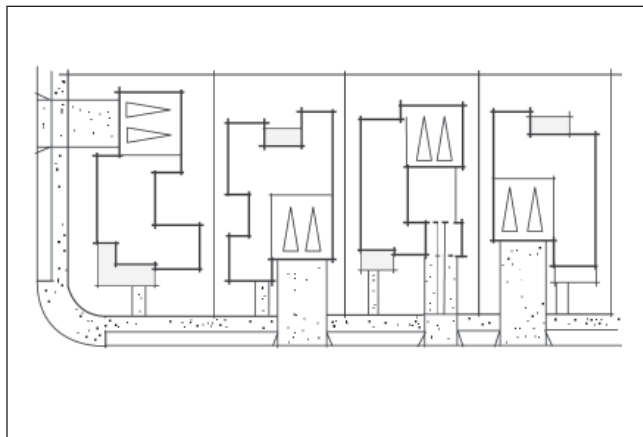


A wraparound porch treatment addresses both streets.

3.3.2.7 Streetscape Diversity

Older, traditional neighborhoods contain consistent streetscape elements coupled with a diversity of building architecture. Although the whole neighborhood's composition is unified, individual homes present considerable opportunity for variation in style, massing, detailing, and color. Primary techniques in creating a sense of variety within a street scene are to vary the building styles, building heights, and massing and to include single-story elements in the profiles of the front facade:

- Each block elevation should contain at least four different models and if necessary, up to three elevations for each floor plan. Different models are defined as those with significant variation in floor plans, configurations, heights, and massing, and minor variations in size or number of bedrooms.



Staggered front-yard setbacks

- No more than two of the same model with the same architectural style should be used on a single block face.
- Similar models with similar architectural styles should not be placed next to or across from one another.
- Architectural variety may be achieved by using a minimum of three basic colors, house materials that are texturally different yet visually compatible, and detailed window treatments, trim, porch elements, door design, and other variations in architectural ornamentation.
- Variations in first-level building massing may be achieved by introducing entry porches and courtyards. Integrating higher vaulted or cathedral ceilings into the building facade at the entry can provide a transitional element that adds distinction to the front elevation.
- Varying building heights by mixing one- and two-story models also creates diversity along the street.
- Use of building styles with greater massing and height on corner lots helps to visually anchor the block and reinforces the sense of entry into a neighborhood.
- Staggering the building massing along the block elevation is encouraged. The techniques used may differ depending on the product types, ranging from two-story setbacks on higher density products to varying ground-floor setbacks on lower density housing types. A staggered setback should be achieved without sacrificing back-yard depth and usable open spaces. At least 25% of units should provide a 3-foot minimum staggered setback along each block.
- Roofline design should incorporate changes in direction, pitch, architectural styling, and configuration to ensure a varying street scene.

3.3.2.8 Residential Street Face

The primary “living” areas of the home should visually dominate the street scene. House design should place entries, windows, front porches, covered terraces, and living areas directly facing the street on at least 60% of all residential elevations.



Use of different models and architectural treatments to achieve streetscape diversity

3.3.2.9 Diversity in Neighborhoods and Blocks

Character and diversity can be enhanced with the following variations:

- House sizes and models (number of bedrooms, square feet, number of stories) within a single block or neighborhood;
- Lot widths and lot sizes on adjacent blocks within a neighborhood; and
- House types dispersed within single-family neighborhoods, such as duet models located on corner lots with access from both streets.

3.3.2.10 Building Form and Massing

A variety of building styles, forms, and types should be provided within each neighborhood to create visual interest and a more appealing street scene. Variety in building forms and styles can be achieved through a number of design approaches, including the following:

- Building facades should contain setbacks, overhangs, changing rooflines, and other design elements that provide shadows and depth to the building facades.
- The use of architectural design elements is encouraged to create an inviting and interesting street scene.

Massing of larger residential buildings should be broken down into smaller components. Building forms and massing can be articulated to help identify individual dwelling units using architectural techniques and treatments such as:

- Use of dormers, overhangs, balconies, wall projections, and covered entries;



Articulation of building facades allows for shade and shadow to give the elevation variety and interest.
© DESIGNLENS



Architectural detailing and articulated facades lend interest to building form.



Color can be used to minimize the appearance of mass.
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Vertical windows of varied size and shape help to minimize the appearance of mass.
© DESIGNLENS

- Varied roof forms, pitches, styles, and heights in keeping with the overall style of the building;
- Changes in materials and color;
- Staggering, offsets, and changes in the building elevations between units;
- Clearly defined entry features that provide an inviting, human-scale transition from the street;

- High-quality front doors that are visible from the street, complement the architectural style, and use distinctive upgraded hardware and materials denoting prominence; and
- Use of architectural elements, such as special trim, window boxes, brackets, trellises, molding, window frames, sills, and lattice work.

3.3.2.11 Building Styles

One specific architectural style is not required for Rio del Oro; rather, architectural styles may vary to create visual interest and variety that contribute to the character of the neighborhood and community. The objective is to ensure quality in building design. The following guidelines relate to building styles:

- All homes or residential units in a single multifamily development should be designed with a similar architectural style.
- Single-family homes along the same street should use a complementary and coordinated “family” of styles. Variation of architectural styles along the same street is appropriate if the overall massing, form, and setbacks of the homes are similar. Complementary colors, materials, and landscape treatments will help provide a cohesive identity to the neighborhood.
- Authentic application of architectural styles is encouraged. Historical reproduction of styles is not necessary or encouraged. Architectural styles should be visually compatible with each other, possess general market appeal and community acceptance, be capable of interpretation and variation, and have a historic background and precedence.
- Use of unique, contemporary, or experimental design styles can be appropriate in selected locations within Rio del Oro. Landmark sites at some key intersections within the neighborhoods and Local Town Center, public buildings, places of worship, and commercial buildings may be appropriate for more contemporary and creative design solutions. Innovative design approaches and expressions provide opportunities to create community landmarks, can aid in wayfinding, and provide an artistic element and point of interest within the physical setting.



Historical styling applied to multifamily building
© DESIGNLENS



Contemporary application of English cottage-style residence
© DESIGNLENS



Similar massing, form, and setbacks used to create a cohesive street scene
© DESIGNLENS



Complementary design used to coordinate different styles
© DESIGNLENS



Tuscan-style architecture with distinctive character for individual units
© DESIGNLENS



Craftsman-style homes facing a central green

3.3.2.12 Material and Finishes

Building materials, colors, and finishes provide interest and variety and help to create a more human scale to the building form. The selection of materials and finishes should be consistent with the building's architectural style and the character of the residence:

- Building materials and colors should be complementary, promoting a more harmonious appearance and style. Frequent changes in materials should be avoided.
- Use of stone and other masonry materials, particularly for accents, creates a more solid and permanent appearance for the building facade and neighborhood.
- Where practical, buildings should integrate resource-friendly technology and green building practices into the building design. Use of energy-efficient building design is encouraged. A more sustainable development can be achieved by incorporating passive and active solar systems.
- Windows, especially those facing south and west, should be designed to reduce energy losses while maintaining the architectural integrity and quality of the building design.
- Reflective or mirrored glass should be avoided.

A combination of materials and colors appropriate to the building style and design may be used:

- The primary building material should be expressed around all sides of the building. The public-facing facade should allow for additional material and details.
- High-quality, durable, and low-maintenance materials that project a sense of permanence should be used.

- Accent materials should be used to add interest and variety to the building design. Materials may include but are not limited to brick, tile, stone, wood, and stucco. Use of T-111 siding, "stucco stone," and plastic/fiberglass materials that may fade or weather should be avoided.
- Use of awnings and overhangs may be appropriate for some building styles.

Multifamily residential structures should use a variety of techniques to create visual interest and consistency and help reduce the building mass and scale, including:

- Use of complementary color accents throughout the project with a minimum of three colors on each elevation;
- Gutters and downspouts with designs integral to the architectural design and color scheme;
- Varying roof forms, heights, and pitch; and
- Architectural articulation, window fenestration, and facade detailing.

3.3.2.13 Utility Boxes

- The placement and installation of utility boxes and similar appurtenances shall be coordinated with utility companies to identify unobtrusive locations and avoid potential conflicts with other uses. Wherever feasible, utility boxes should be screened to minimize visual impacts.



Stone bases, wood, siding, and color variation provide for an interesting streetscape.

© DESIGNLENS



Brick or stone facades provide authenticity and richness to the building.

© DESIGNLENS



The use of color and detailing on multifamily structures helps to convey the appearance of a single-family home.

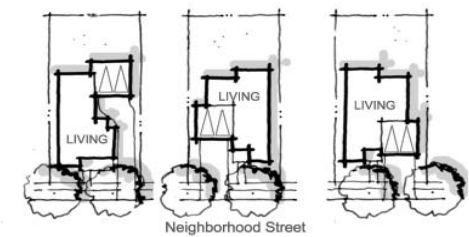
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3.3.2.14 Parking and Garage Placement

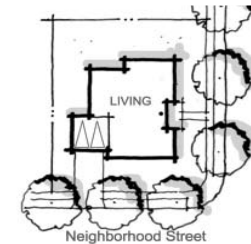
The location of parking provides another opportunity to vary the street scene and encourage interaction. The following techniques should be considered when appropriate:

- Parking areas for residential neighborhoods should not dominate the views from public streets and sidewalks.
- Large parking areas should be reduced to avoid excessive expanses of asphalt or other paving material that may overpower the landscape.
- Where feasible, parking should be conveniently located in smaller parking areas or parking courts dispersed throughout the site.
- Parking should be landscaped and screened from adjoining uses and public streets.
- Whenever possible, parking lots should be located behind residential units rather than along primary frontages. Use of common driveways, private streets, or alley-loaded access is encouraged for small-lot and attached prototypes.
- Convenient, accessible walkways with short and direct access from designated parking areas to dwellings should be provided. Ideally, residents should be able to see their assigned parking areas from their units.
- The appearance and prominence of the garage doors in the building facade should be minimized, particularly when facing the public streets and open spaces. A variety of garage placements should be created within a residential project to de-emphasize the automobile and avoid domination of the streetscape by garage doors. The following standards for garage placement may be applied:
 - Garage doors should be set back a minimum of 2 feet from the front facade.

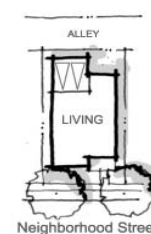
- Garage doors should be articulated with windows, paneling, or other high-quality detailing and design elements that complement the building architecture.
 - Garage doors should be recessed a minimum of one foot from the door frame.
 - Garages may be placed at the rear of the lot with access from side streets, the alley, or a side-yard driveway.
 - Garages may be placed perpendicular to the street (swing-in garage), where feasible, with windows along the street elevation.
 - Garages may be placed within cluster or multifamily developments within an interior parking court accessed through a gateway, portico, or courtyard entry.
 - Appropriately landscaped carports that are screened and set back from the front building facade may be used as an alternative to garages.
 - The second story may be cantilevered over the garage.
- Garage doors in a row facing the street should be minimized where possible; in no case should the garage door exceed 60% of the building width. When more than two garage doors are included within the house design, the following techniques should be explored:
 - Orientation of the garage may be shifted so that one or more garage doors do not face the street.
 - Offsets between garage doors may be provided for architectural interest.
 - Tandem parking may be used to minimize the number or width of garage doors.



RECESSED GARAGE



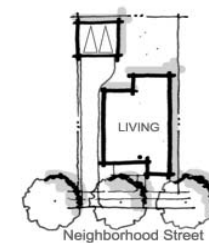
CORNER CONDITION



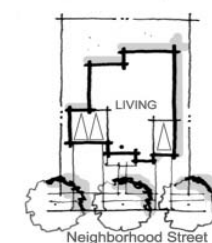
ALLEY LOADED



SWING-IN GARAGE



DETACHED GARAGE



SPLIT GARAGE

Examples of acceptable garage and driveway orientations



COMMERCIAL GUIDELINES

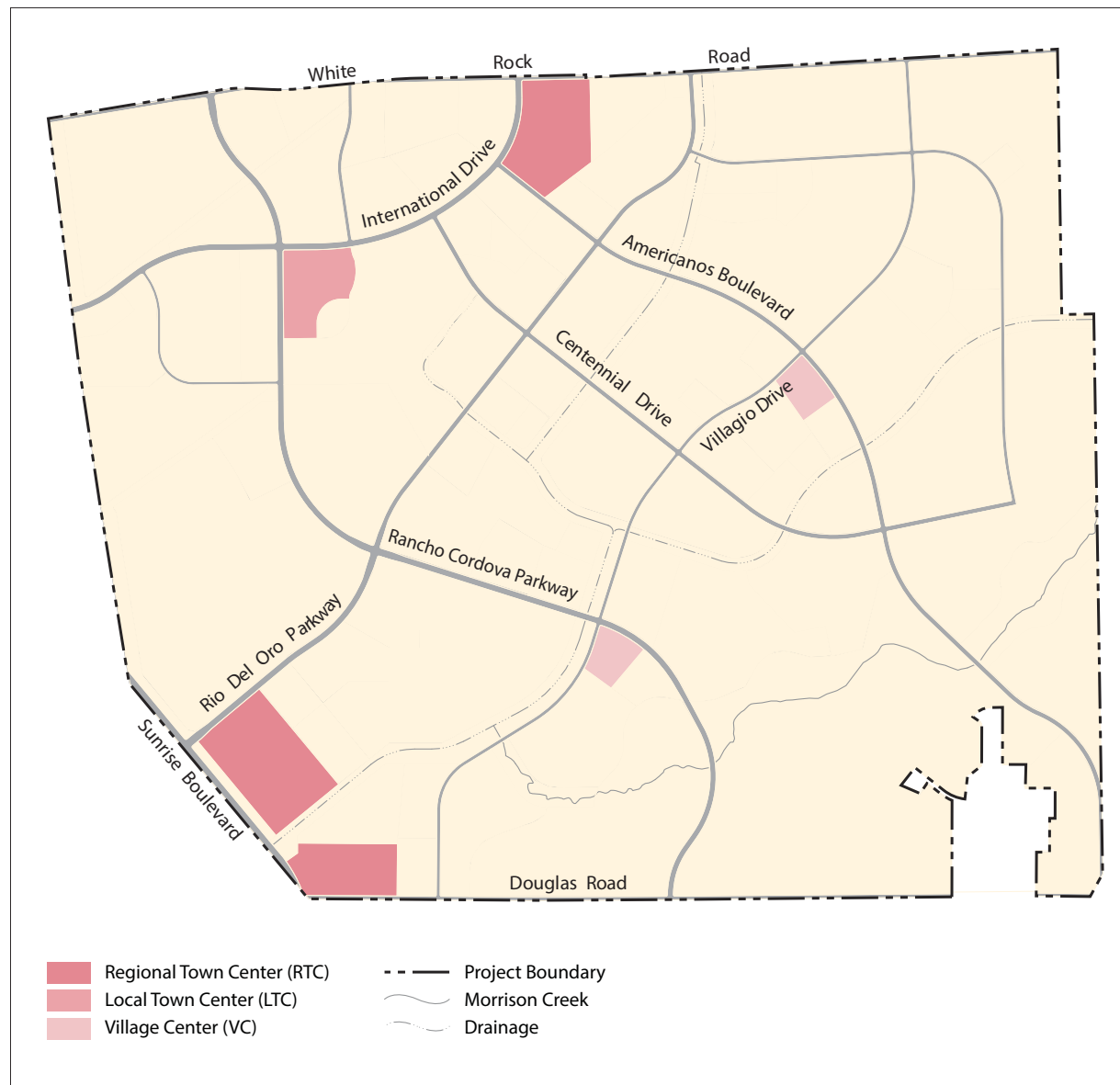
3.4 COMMERCIAL GUIDELINES

3.4.1 COMMERCIAL FRAMEWORK

Rio del Oro provides a variety of commercial retail centers to serve local residents and a broader regional clientele. The commercial framework creates a hierarchy of retail and business uses organized into a Local Town Center, two Village Centers, and two Regional Town Centers. The regional commercial uses are located along Sunrise Boulevard in the southern portion of the site and on Americanos Boulevard to the north. A Local Town Center is located along Rancho Cordova Parkway, adjacent to the Community Park and the business and industrial districts. The organizational framework provides locally serving retail uses within two major Village Centers located on major roadways in Rio del Oro.

Commercial, retail, and office centers are integrated into the community of Rio del Oro, with connections to surrounding neighborhoods, and are accessible to pedestrians, bicyclists, and motorists. Each center is designed to have its own unique character while contributing to the overall theme of Rio del Oro.

The commercial centers should be designed to integrate well with the adjacent streets, open space, and residential neighborhoods. These design guidelines are written to achieve good urban design. This approach is intended to create a more harmonious relationship with the surrounding environment. Pedestrian-friendly orientation of the buildings to the street shall be emphasized. Both vertical and horizontal mixing of uses within the site is encouraged. Convenient, inviting on-site auto and pedestrian circulation will be stressed, which will help lessen congestion on surrounding roadways. See Section 2.2, "Commercial and Mixed Use Development Standards," in this document for performance guidelines and conceptual layouts.



3.4.1.1 Regional Town Centers

The Rio del Oro Regional Town Centers provide destination-oriented retail uses for the region. Uses include large-scale major retail tenants, hotels (in nonrestricted areas), conference centers, arts and cultural activities, and recreation facilities. Located along the major roadways, the Regional Town Centers can accommodate large-format retailers that provide a range of products, such as home furnishings, hardware, office and computer supplies, sporting goods, auto supplies, clothing, appliances, toys, and garden supplies. The Regional

Town Centers may provide restaurants, cafes, and food stores that cater to visitors and surrounding neighborhoods. Residential uses are allowed where not affected by the Mather Airport flight path noise restrictions. Business-professional office uses may also be included. Although these centers may be more auto oriented than other types, an inviting pedestrian experience must also be a design goal. The importance of proper treatment of project edges and their relationship to adjacent land uses, such as residential, is important.

3.4.1.2 Local Town Center

The Local Town Center in Rio del Oro serves as a communitywide location for commercial activity. Situated along Rancho Cordova Parkway, it provides a 22-acre site for a range of community-serving commercial uses, including general retail uses such as clothing stores, book/music stores, food/grocery stores, drugstores, restaurants and cafes, banks and savings and loan offices, small specialty retailers, and entertainment uses arranged around a pedestrian-scale main street. Larger scale retail tenants (more than 60,000 square feet of gross floor area) would be limited in the Local Town Center and would be more appropriately placed in the Regional Town Centers of Rio del Oro. Community gathering spaces are required; the mix of uses should encourage activities throughout the day and evening. The inclusion of public art into these areas is desirable. The Local Town Center is located close to surrounding office and light-industrial parks, providing opportunities for a number of office service retailers to support the employment uses in the community.

Residential uses are not permitted in the Local Town Center because of Mather Airport noise restrictions. However, residential uses may be allowed in the future as overflight noise is reduced as a result of ongoing efforts, including implementation of the Mather Airport Master Plan and Mather Airport Comprehensive Land Use Plan, recommendations by the Mather Airport Aircraft Overflight Noise Abatement Group, and application of new flight practices and procedures. Future residential uses must be integrated with nonresidential uses in vertical and/or horizontal configurations to preserve the employment focus of the business and industrial park area. Integration of uses may be achieved through a density transfer, as identified in Specific Plan Section 3.8, "Minor Density Adjustment/Transfer of Density," or a Specific Plan amendment, as defined in Specific Plan Section 8.4, "Specific Plan Amendments."



Comfortable-width sidewalks and decorative amenities encourage pedestrian use.



Parking accommodated at building entries creates the feel of an urban street.



Stores clustered around a public plaza create a community gathering place.



Inviting retail street has parking to the side and rear of the building.

3.4.1.3 Village Centers

Village Centers are smaller retail activity nodes integrated into adjoining residential neighborhoods. The Village Centers provide goods and services to the local residents and are clustered with higher density residential uses and linked through the open space and trails systems. Residential uses may be incorporated into the Village Center design. The Village Centers provide neighborhood-serving commercial uses, such as grocery stores and drugstores, cafes, bakeries, ice cream shops, banks, restaurants, and other locally serving retail. Neighboring residences should open onto the retail sites where feasible, blurring the development edge and providing convenient access.

3.4.2 GENERAL GUIDELINES

3.4.2.1 Circulation

The circulation system into and within a retail site is extremely important to the success of the project. The following recommendations must be addressed in the planning of commercial areas:

- Centers should be designed with internal circulation systems that include well-defined pedestrian and bicycle paths and allow for convenient, efficient, and safe slow-speed vehicular movement.
- Parking lots should be designed with a clear hierarchy of circulation, with few or no parking spaces backing onto major access drives.
- Service areas and loading functions should be integrated into a circulation pattern that minimizes conflicts with vehicles and pedestrians. Service areas should be screened from public view and located away from adjacent residential land uses.

- Pedestrian circulation patterns within the vehicular rights-of-way should be clearly delineated with a change of paving, use of paving color, and special signage and lighting.
- The overall site design should be organized around pedestrian activity and circulation. Building entrances should create a visually inviting storefront with direct, identifiable, and safe access from streets and pedestrian walkways.
- On-site amenities for bicycle parking that do not intrude into walkways shall be provided at each center. Parking shall also be located so as to provide direct, safe, and convenient access to adjoining path systems.
- If necessary because of route alignments, transit stops shall be provided in a convenient location within each center and designed as an integral part of the site. Bus transit stops shall include amenities that create an attractive, safe, and comfortable place for transit users.

3.4.2.2 Building Orientation

The orientation of commercial buildings may vary, but in all instances should be oriented for best visibility and access to attract and facilitate use.

- Residential areas adjacent to commercial projects may be integrated into the retail component where allowed. Both vertical and horizontal mixing of these uses is encouraged.
- Buildings should be oriented to the street and pedestrian circulation system with well-defined and inviting entries.



Pedestrian walkways are defined through the use of planters, bollards, and decorative paving at crosswalks.



Seating areas can be integrated into pedestrian circulation areas.

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Building entries are clearly defined near pedestrian walkways.

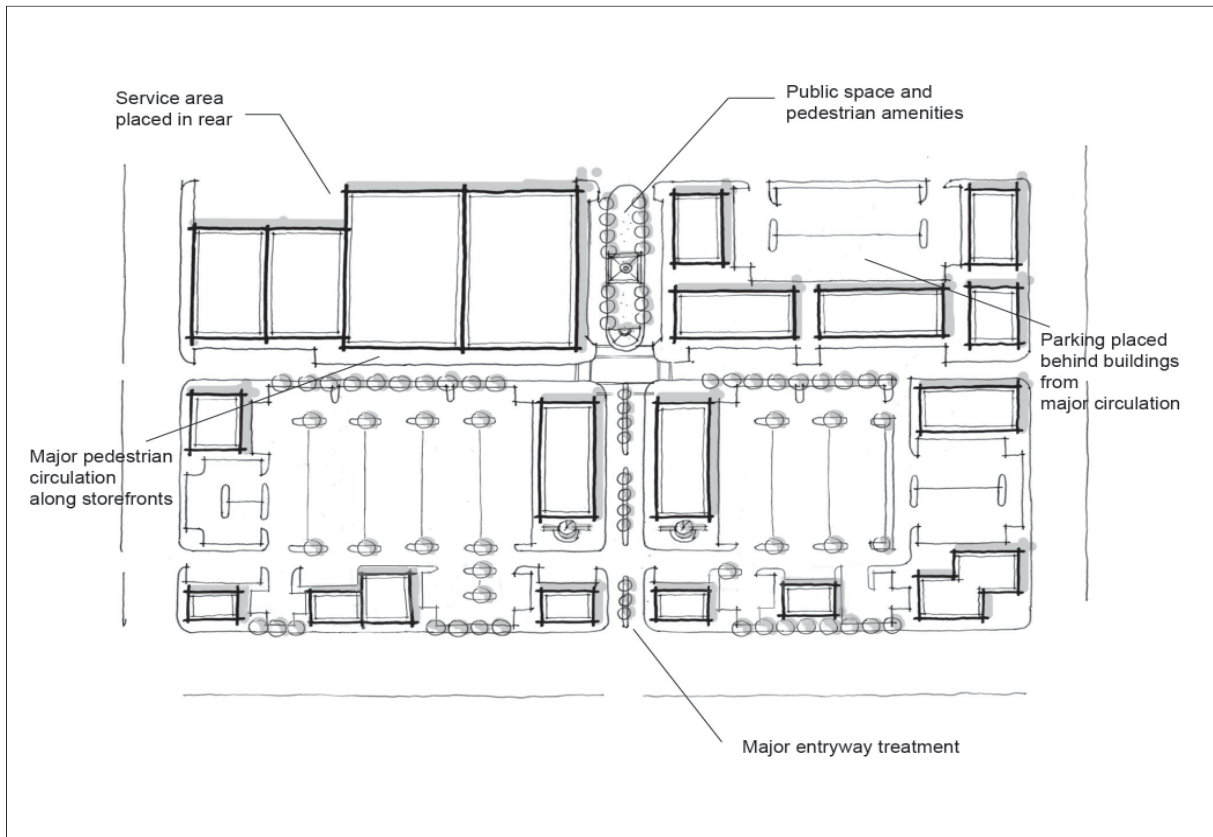
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Strong architectural treatment at this corner defines the entry area.



Awnings at doors and windows help to create pedestrian-scale visual and architectural interest.



Typical commercial site design

August 2016 Draft

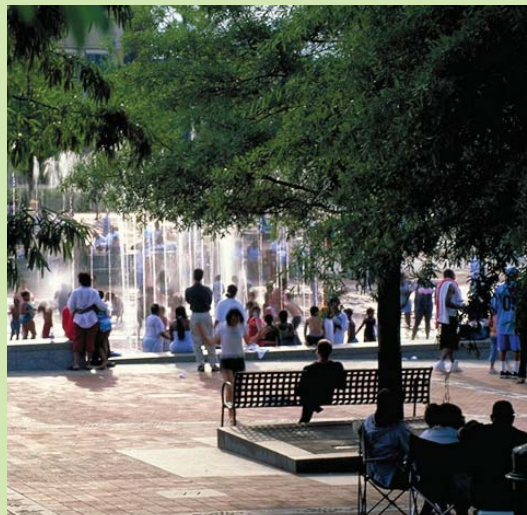
- All sides of buildings visible to the public should be detailed and designed with interesting facades. Service areas and facades not visible to the public may be simpler in architectural treatment and should be located where they do not affect the public spaces or neighboring residences.
- Buildings should be clustered to create a positive urban environment, with a well-defined public realm and a high-quality pedestrian experience.
- Buildings should be oriented toward a public street or pathway with parking areas located behind the structures.
- Buildings should be grouped to create a concentrated, positive outdoor setting with parking placed in appropriate and unobtrusive locations.
- The drive aisle in front of the retail stores should feel like a street with sidewalks and parking in parallel or angled configurations.

3.4.2.3 Setbacks

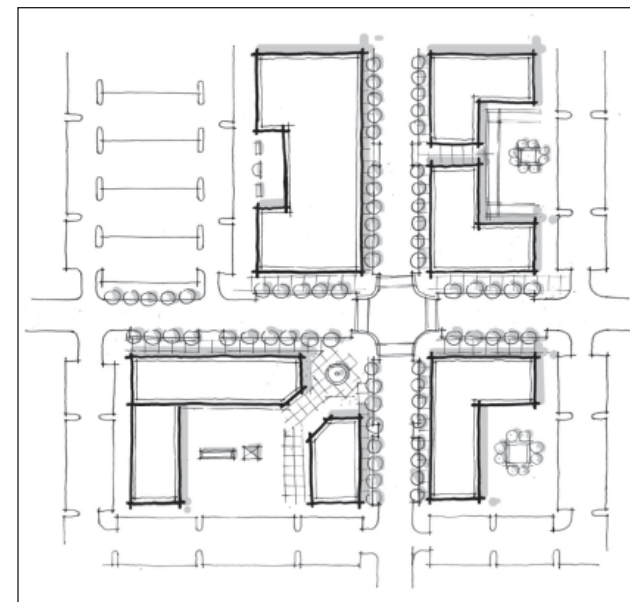
Building setback requirements vary depending on the type of center and location relative to the adjoining streets. Refer to Section 2.2, “Commercial and Mixed Use Development Standards,” in this document for building setback requirements.



A variety of street furniture adds comprehensive design elements to commercial areas



A large public-amenity feature such as a fountain provides enjoyment to gathering places



Buildings clustered to form public spaces with clear pedestrian circulation

3.4.2.4 Entries

- Entries to commercial buildings should be clearly articulated and accessible from parking lots and structures and, where appropriate, from public transit stops.
- Entries to buildings that front walkways and gathering places should include awnings, overhangs, arcades, or other architectural treatments to articulate the entry and provide protection from the weather.

3.4.2.5 Public Spaces and Pedestrian Amenities

- A vibrant pedestrian environment is a significant goal that all commercial centers must strive to achieve.
- Centers should include public art as part of the citywide program described in the Urban Design Element of General Plan Policy UD.3.4.

- The centers provide opportunities for district identity. Consideration of the site design in the amenities provided can be unique for each commercial location.
- Each center should be designed with pedestrian-oriented public features and amenities that allow for public gatherings.
- Public pedestrian spaces, plazas, or public greens should contain pedestrian furniture; seating, lighting, a water feature, or public art; and landscaping to create a friendly, safe, and comfortable space that encourages public use.
- Active uses such as restaurants, building entries, storefront display windows that encourage window shopping, outdoor eating areas, and bus stops should front onto public spaces.

- Tree wells and landscaping in planters should be provided along pedestrian walkways and drive aisles at building frontages to create an urban retail street image.
- Public gathering spaces are appropriate and encouraged in the Local Town Center and Village Centers. Regional Town Centers are more oriented toward the purchase of larger goods and therefore are less likely to attract casual outdoor users, although places for public gatherings are encouraged.
- Pedestrian connections shall link public places in the commercial areas to surrounding neighborhoods through a contiguous pedestrian circulation system.

3.4.2.6 Building Form

Village Centers, the Local Town Center, and Regional Town Centers should create a human-scale form that encourages walking and reduces the mass and bulk of large buildings.

- Buildings in retail centers should be oriented close to the street (either the public street or an internal parking court) with detailed elevations along the public walkways.
- Buildings should be sited to create outdoor spaces and pedestrian access and amenities. A lively street environment can be created at the ground-floor level with retail uses, entries, display windows, bay windows, roof overhangs, awnings, arcades, and outdoor eating areas fronting the street.
- Large buildings should be designed to reduce the scale and bulk by varying setbacks and heights and by breaking building volumes into smaller components. Long, unarticulated facades facing public streets must be avoided.
- Changes in the building form should be articulated to add interest and reduce the appearance of building height and bulk. This can be achieved through the following design techniques:
 - Vary building materials, colors, and architectural elements, such as windows, entries, overhangs, awnings, arcades, recesses, trellises, and roof lines.
 - Use moldings, building lines (seams), and setbacks to accentuate various floors or levels.

- Create a building base at the pedestrian level with high-quality materials that visually anchor the building to the ground plane.
- Individual tenant spaces in commercial centers should be easily identifiable. A number of architectural techniques can be used to achieve this objective:
 - Place columns, piers, or pilasters between building bays.
 - Vary the building facades with recessed entrances, creating niches for landscaping and pedestrians.
 - Use arcades and roof overhangs.
 - Change building or roof heights between tenants.
- Commercial frontages should provide a transparent facade area, such as windows, entries, and storefront displays, along the commercial street (see Section 2.2 “Commercial and Mixed Use Standards,” in this document for percentages). In large-format retail spaces, other methods to articulate the facade may be used, such as varying roof heights and setbacks, covered walkways, column and pilaster placement, and detailed entry treatments.
- Integration of a landmark feature into the building design is encouraged. Such features could include steeples, towers, or other vertical architectural elements providing physical symbols visible from surrounding neighborhoods and major roadways to help define the community image. Special treatment for corner buildings is encouraged.
- Building materials and colors should complement the architectural style of the community but may be used in a way to create a distinctive identity.



Variable roof heights and arcades reduce building bulk.



Building articulation along the public sidewalk creates extra depth to allow for outdoor dining and adds visual relief.

3.4.2.7 Materials and Finishes

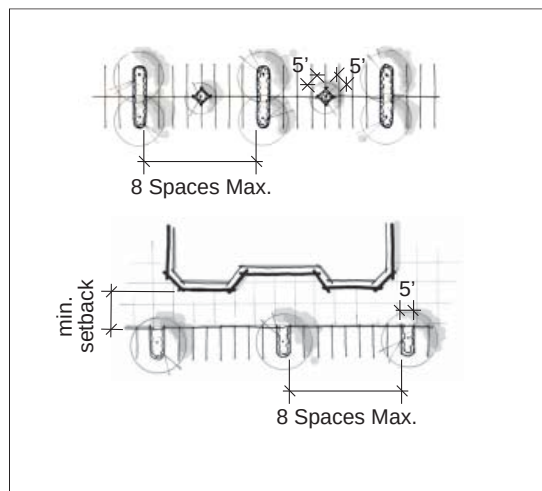
- High-quality, attractive, and durable materials should be used for all buildings, landscaping, paving, and signage.
- The district and community style and theme should be reflected in the choice of specific building materials.
- Material changes should generally occur horizontally, with vertical changes occurring at building articulations.
- Lighter materials should be placed above materials of a heavier weight.
- Materials and colors should not contrast with the natural environment in Rio del Oro.
- Accent materials, such as brick, stone, or wood, should be used to highlight architectural elements.

3.4.2.8 Parking

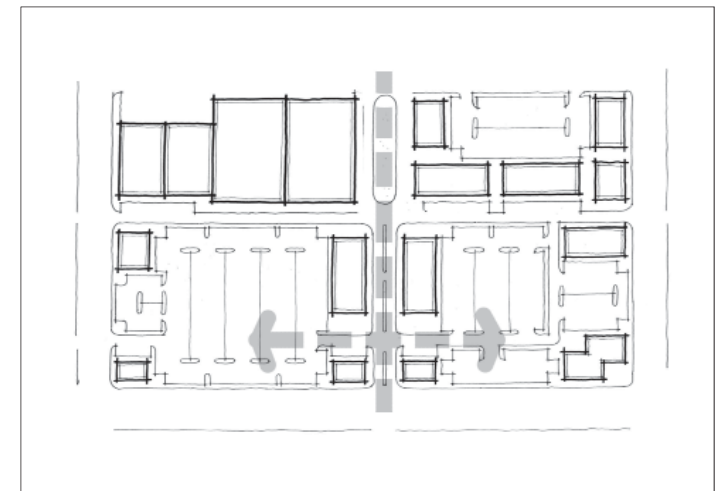
- Limited on-street parking along building frontages for short-term retail users is encouraged.
- Surface parking lots should be designed with clear visible access ways to major building entries.
- Parking lots must contain landscaped areas with large shade trees of sufficient size and spacing to provide shade to surrounding parking spaces. For specific tree coverage requirements, refer to the City of Rancho Cordova's current standards.
- Shared parking arrangements and driveway access between adjoining commercial and office projects are encouraged to avoid excessive parking. Parking requirements may be reduced using measures allowed in Article 2 and Section 330-07 of the Rancho Cordova Zoning Code.
- Where feasible, large surface parking lots should be located behind buildings and should be accessed from side streets and driveways rather than the main street.
- Dispersion of parking into smaller units is encouraged.
- A green landscaped buffer should be located between parking areas and public sidewalks.
- Clearly delineated pedestrian walkways shall be provided from the primary street, transit facilities, and parking areas to the main building entrance. The pedestrian walkway should be centrally and conveniently located within the parking field, be landscaped with shade trees, and include other landscape and pedestrian amenities.



Clearly defined pedestrian access



Typical parking lot tree layouts



Shared driveway and parking



Light fixtures contribute to the overall unity of the landscape.



Wall-mounted fixtures are combined with pedestrian-scaled street fixtures.

3.4.2.9 Lighting

Lighting contributes to the safety and security of the commercial centers and adds to the character and quality of the place.

- Lighting must be designed to contribute to the high quality of the project image. Creative fixture design is encouraged.
- Light fixtures must be at the appropriate scale and location so as not to create spillover or glare into surrounding areas. No fixtures more than 18 feet high may be placed on the site.
- Light fixtures should be chosen as part of the overall building and landscape theme.
- All fixtures must be high quality, attractive, durable, and vandal resistant.
- Lighting along public roadways must meet or exceed the standards of the City of Rancho Cordova Department of Public Works for footcandle illumination. Internal illumination should not exceed the users' needs.



Artistically designed signage adds color and interest.



Lighting and signage may be combined into one element to reduce clutter.

3.4.2.10 Signage

Commercial signs are intended for identification and wayfinding and to help orient visitors and direct them to the appropriate activities in the center.

- Project identification features should be located at high-traffic areas and set back from the public right-of-way no less than 10 feet.
- Signs should be simple and easily readable, enhance the center's environment, and not contribute to visual clutter. Illuminated signs are prohibited.
- A sign program that is compatible with the overall theme and character of development should be established for commercial areas.
- Informative signs for orientation, traffic control, or street names are acceptable.
- Signs should be in scale with the buildings and the surrounding pedestrian environment. They shall not exceed 6 feet above the surrounding ground surface or higher than the roofline. Temporary subdivision signs may be 10 feet above grade.
- Unique identification signs that reinforce the character, branding, and identity of each center are encouraged. These signs should be incorporated into an overall center sign program. Signage includes building signs, banners, awnings, blade signs, canopy signs, and freestanding monument signs. The maximum number and location of signage are subject to the City standards established for the intended use.
- Use of creative original signs or distinctive monuments to identify each center is advocated.



Service area hidden by architectural feature

- A coordinated sign program specifying standards and design elements, consistent with these design guidelines, will guide sign development. The sign program will be submitted to the City for review and approval.

3.4.2.11 Service Areas

- Loading and trash areas should be located behind or at the side of buildings, away from residential areas.
- Service areas must be sufficiently screened from public view with fencing, walls, and landscaping or a combination of these elements.
- Service areas should be situated to provide an adequate maneuvering area for the intended user. Service vehicle activity must not impede the flow of other site traffic.



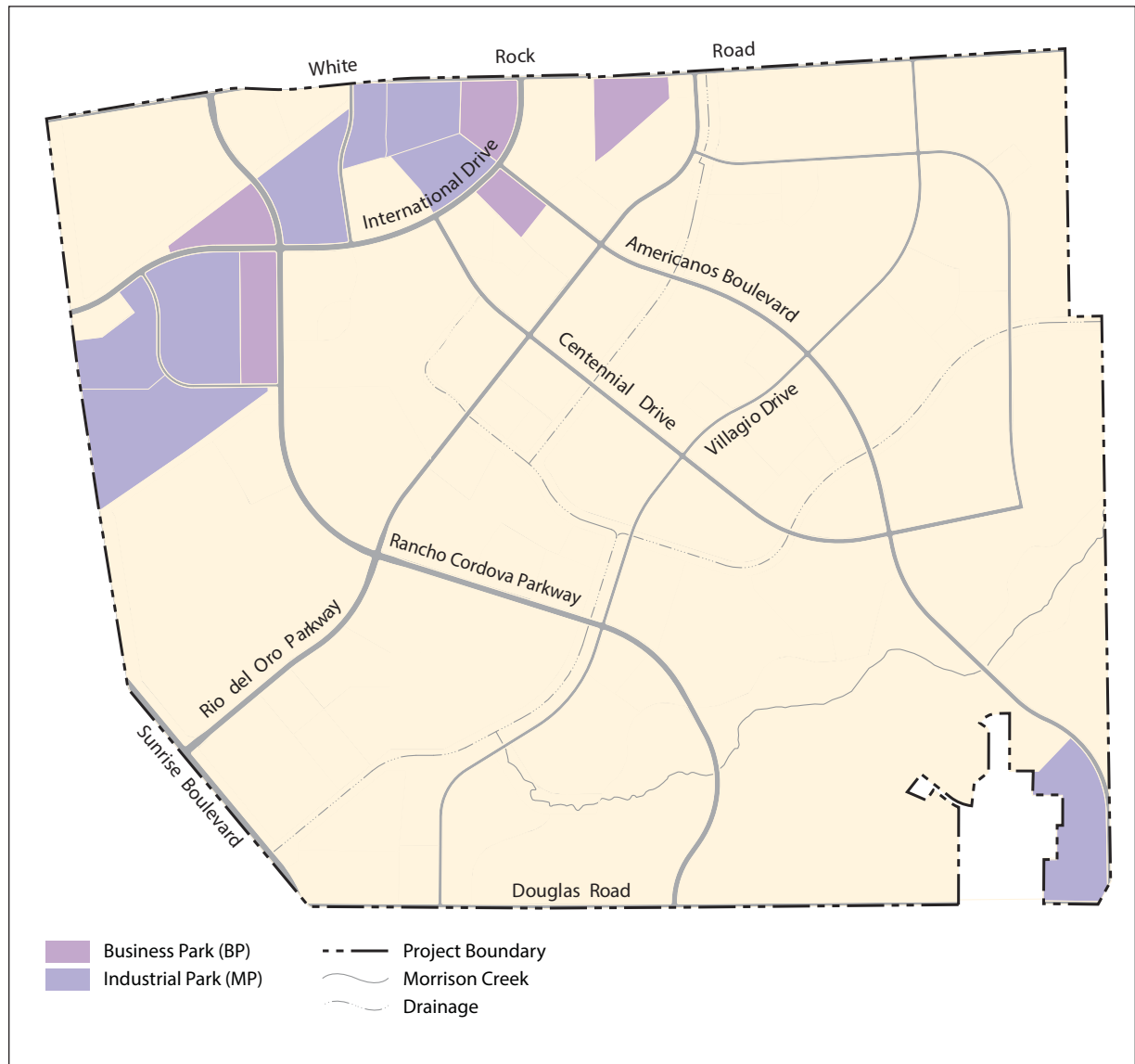
BUSINESS AND INDUSTRIAL PARK GUIDELINES

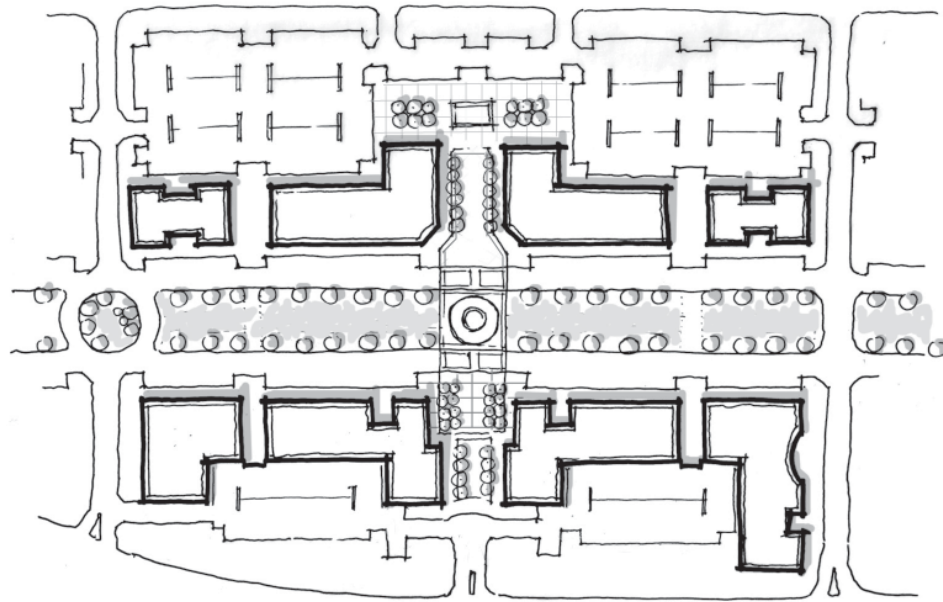


3.5 BUSINESS AND INDUSTRIAL PARK GUIDELINES

Rio del Oro will be a major employment center in the region, providing sites for industrial, office, and business park uses. Located on either side of Rancho Cordova Parkway and south of White Rock Road, the employment centers provide for a range of uses, including high-tech light-industrial use, offices, light-industrial manufacturing, and warehousing.

These design guidelines address both the site design and the building form. The employment centers are high-quality environments within well-landscaped industrial and office parks. The site design is characterized by business activities that occur entirely within an enclosed building. Types of uses may include office, research and development, light manufacturing, and warehousing and assembly. Accessory retail uses may be included as part of an office park, industrial park, or business park setting. Although industrial parks are intended primarily for manufacturing uses and associated storage facilities, business parks are intended primarily for office uses and research and development facilities. Both small- and large-plate architectural forms may be proposed throughout the employment centers; smaller plate building forms are more compatible with residential uses.





Building in relation to the street, with articulation identifying the main entry and parking located at the back

3.5.1 GENERAL GUIDELINES

3.5.1.1 Site Design

The industrial and office parks should provide for the aesthetic and functional arrangement of site components, buildings, parking and circulation, landscaped buffers, and pedestrian spaces.

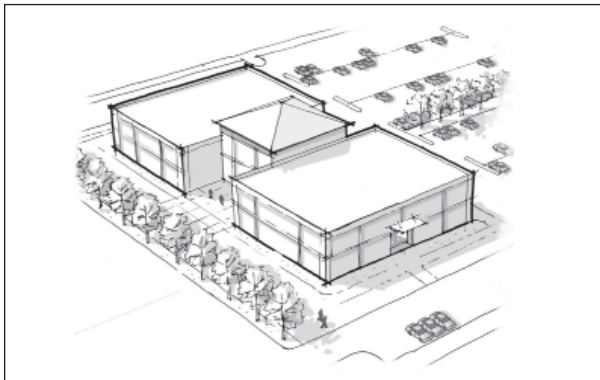
- Organizing buildings for business and industrial parks along a major circulation spine is encouraged. This enables pedestrians to walk between buildings and to nearby commercial establishments.
- The street network within industrial and office parks should be designed as a well-landscaped pedestrian environment with clear visual connections to building entries. Connections to local transportation stops and the communitywide trails and open space network must be provided, where necessary.
- All buildings in a multiple-building campus-type development should have a similar style and design and should cluster around an open space area that provides circulation and amenities for the user.
- Separated sidewalks are to be provided on business park roadways within the landscape easement. Industrial park streets will have sidewalks adjacent to the right-of-way within the front yard setback. Sidewalks have a 6-foot minimum width.



The formal entry of this industrial building relates well to the street.



This pedestrian path connects building entries as well as a regional trail system.



The building relates to the street with articulation identifying main entry and parking at the side and rear.

3.5.1.2 Orientation

Site activities and buildings should be designed to provide an attractive appearance from public streets while minimizing potential impacts on adjacent uses. The following criteria should be followed when designing industrial and office parks:

- Formal public access or entries to buildings should be created with a strong relationship to the primary fronting street.
- Parking should be broken up into manageable sizes that relate to the users' needs.
- Undesirable site elements should be screened through architectural treatments, decorative fencing or walls, and landscaping.
- Service bays, loading areas, and company vehicles should be located within the buildable area at the rear of the lot, where feasible, away from residential uses and screened from public view.
- Circulation should be organized to provide safe, convenient, and accessible routes for motorists, trucks, deliveries, and pedestrians.
- Circulation patterns should minimize conflicts between motorists and pedestrians; visitors and employee traffic; and shipping, service, and delivery vehicles.
- Shared access drives between adjacent parcels are encouraged to reduce curb cuts.
- Primary entry drives for automobiles, especially for visitors, should be designed to emphasize the sense of identity, entry, and arrival with special landscaping, signs, lighting, and decorative paving materials.
- Building placement should take into account solar access to help lower heating and cooling costs.

3.5.1.3 Setbacks

Setbacks should be designed with landscaped buffering of building, parking, and storage areas associated with the industrial uses on the site. When planning business and industrial sites, the following setback suggestions must be considered:

- Buildings, parking areas, and other paved areas should be set back from the front property line along streets to allow for sidewalks and sufficient landscaping to establish a strong streetscape presence.
- Landscaped setbacks with trees, shrubs, and ground cover should be provided on the perimeter of industrial parks to create a strong visual presence and buffer between the industrial uses and surrounding neighborhoods. The use of low walls and landscaped berms to help screen parking areas is encouraged.
- Buffers between industrial uses and adjacent residential uses may include landscape berms, trees, shrubs, and decorative walls and fences. A minimum setback from residential uses must be provided as indicated in the Development Standards in this document.

3.5.1.4 Entries

- Entries should provide strong visual identity from the street, pedestrian connections, and safe and functional vehicular movement.
- Prominent entry locations should be clearly visible from the street.
- Guest parking should be located close to the main entry.
- Public gathering spaces may be located near entries.
- Entries should provide shade and protection from the weather.

3.5.1.5 Circulation and Parking

Circulation and parking should be arranged to create safe, convenient, and pleasant movement around the site.

- Pedestrian and vehicular access locations should be emphasized with high-quality landscape treatments and signage.
- Connections between the industrial park and Community Park and open space are encouraged.
- Convenient and direct access to proposed transit stops shall be incorporated into the circulation system.



The main entry of the building is defined by a change in materials and is located on an axis with a major pedestrian path.



Clearly identifiable entry with well-defined vehicular and pedestrian access.



A prominent walk and architectural treatment define the main entry to an office building.

3.5.1.6 Landscaping

Landscape plantings in business and industrial parks should enhance the built areas, soften and augment architecture, help create a project identity, and screen and buffer objectionable uses.

- A theme, character, and identity should be established for individual project. These should be compatible with the overall design of the community and emphasize areas visible to the public. More intense focus on high-use areas, entries, gathering areas, and public rights-of-way is appropriate.
- Landscape style and materials should blend in with compatible adjacent land uses and the circulation system.
- Shade should be provided to the buildings to help reduce cooling needs.
- At least one exterior amenity space should be provided on each site where employees and visitors can take advantage of the outdoors. Such amenity spaces include seating and eating areas or recreational activity areas. Pedestrian gathering areas, such as plazas, patios, or other usable landscaped amenities, should be in scale with and appropriate for the potential users' or facility's needs. Including public art into these spaces is encouraged.
- A combination of screens, walls, berms, and landscaping may be used to mitigate objectionable views, which generally occur toward the rear of the project site. Any walls or fencing must occur behind a landscaped area.
- All plant materials should be adaptable to local conditions, low maintenance, and aesthetically pleasing and should fit the intended function and location.



Informal design solutions can be effective in campus environments.



Trees provide shade adjacent to outdoor gathering areas.



Outdoor amenities can feature sports facilities for common use.



Landscaped planters screen parking or other uses from the street.



A heavily landscaped buffer area softens the building adjacent to a walkway.

3.5.2 ARCHITECTURE

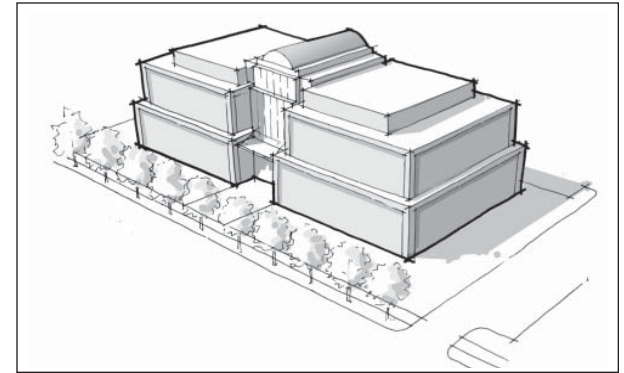
Architectural design in industrial and office parks should contribute to project identity and should help provide an attractive and high-quality environment for the area.

3.5.2.1 Building Form

- Architectural features should be designed at human scale and should be integral to the building, not simply an adornment.
- Massing of three-dimensional volumetric forms of large industrial buildings should be broken into smaller components, where feasible. Varying building facades, rooflines, wall planes, and wall heights should be used to avoid large expanses of blank building walls.
- Building facades along streets should be articulated with windows, entries, awnings, trellises, arcades, and changes in materials to reduce the perceived building scale.
- Facades visible from public spaces and streets should provide added interest with a variety of architectural elements, with the intent to reduce building mass.

3.5.2.2 Building Materials, Color, and Details

- Buildings should be constructed of durable, high-quality materials that reflect permanence, such as stone, tile, stucco, concrete, metal, and glass.
- Color should be used to create visual interest and enhance the appearance of the building from the street.
- Large expanses of smooth, undifferentiated surfaces should be broken up with building lines, joints that reveal changes in texture, and color and wall surfaces that create shadows.
- Highly reflective building materials, such as mirror glass, are not permitted.



A variety of architectural techniques reduces building scale.



High-quality materials enhance overall project value.



Modern architectural styling with glass and steel at the building entry helps to break down the mass of the concrete panels.



Building mass is reduced by emphasizing the building base, entry, materials and detailing.

3.5.3 LIGHTING AND SIGNAGE

3.5.3.1 Lighting

- Lighting should be provided to ensure a sufficient level of illumination for safe night orientation.
- All light fixtures should be of an attractive, contemporary design consistent with their surroundings and complementary to the project theme.

- Fixtures should be adequately spaced and scaled without interference from landscaping and shielded to prevent spillover to the adjacent properties.
- Lighting along public roadways shall meet the requirements of the City of Rancho Cordova Department of Public Works.
- Please refer to Section 3.4.2.9 for other requirements.

3.5.3.2 Signage

- A sign program that is compatible with the overall theme, character, and scale of development should be established for business and industrial parks.
- Signage should be organized with a consistent style to orient users and clearly identify the associated businesses.
- Signage location, illumination, and size are subject to City Municipal Code standards.
- Signs should be durable, legible, and vandal resistant.
- Signage may be combined when appropriate to create a more orderly appearance.



Area lighting enhances architectural style.



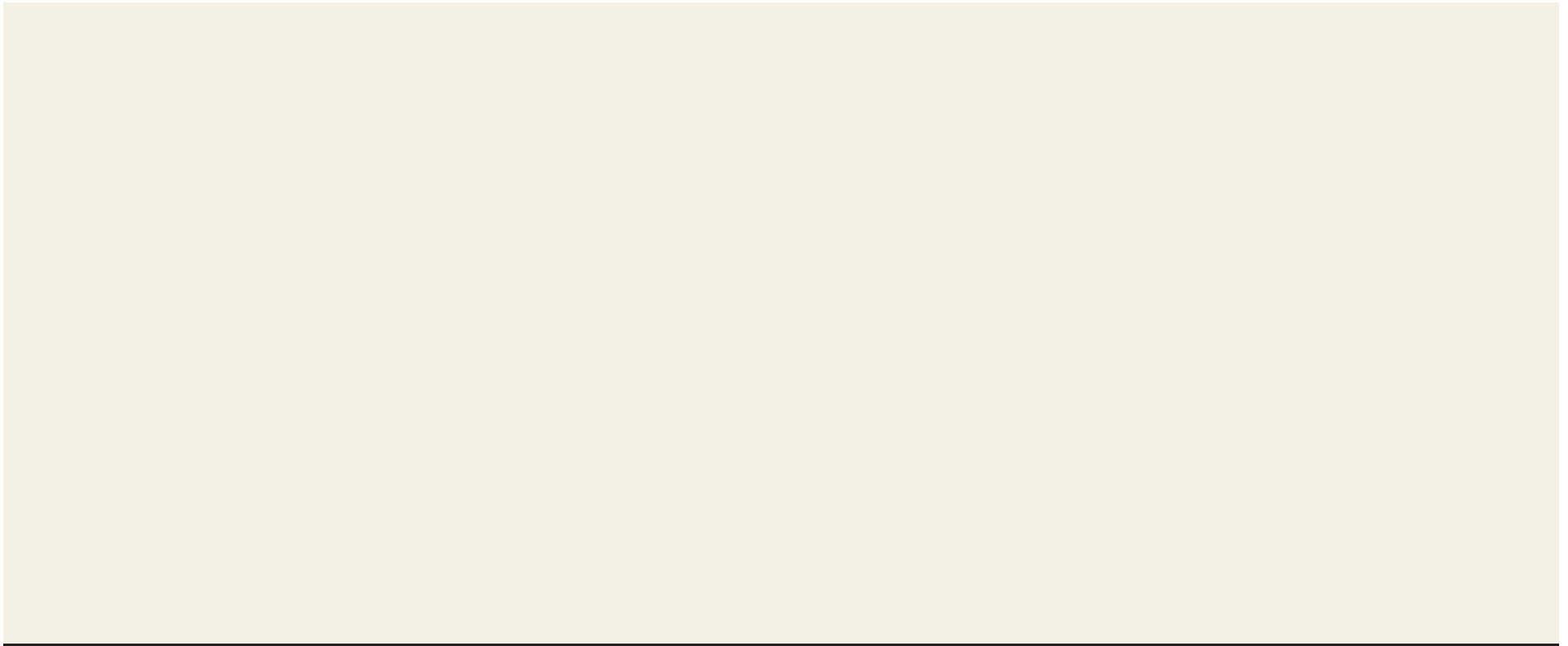
Uniform lower level lighting that is distributed provides higher visual comfort than a single high-output luminaire.



Use of lighting should be minimized but adequate for safety, security, and identification of the project.



Simple informational signage



CONSULTANTS:

Primary Author:

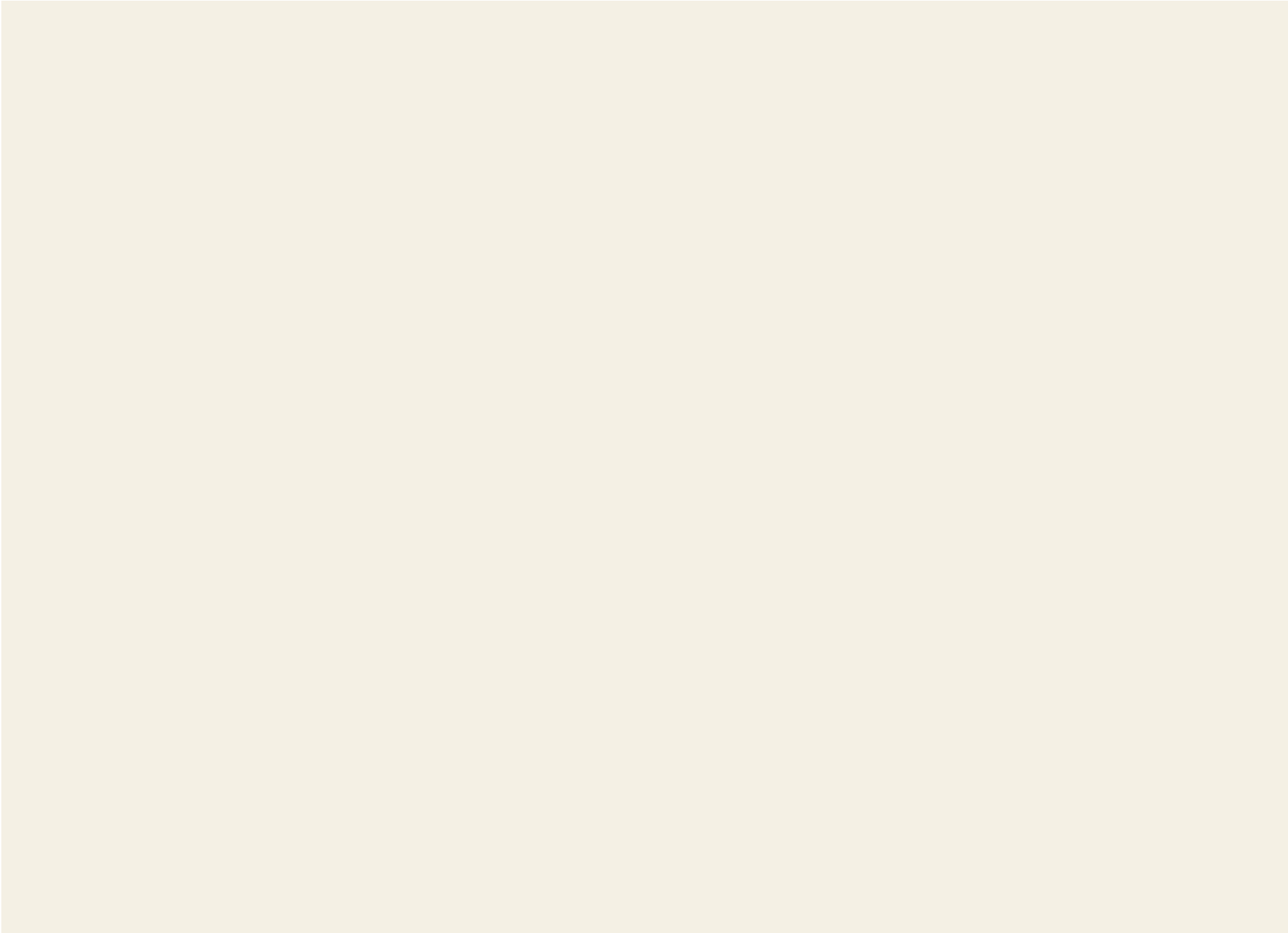


Contributing Authors:



Other Team Members:





Appendix B

Rio Del Oro Specific Plan Infrastructure Phasing Master Plan

Prepared by:



January 26, 2016

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1 INFRASTRUCTURE PHASING

The RDOSP provides for a comprehensively planned infrastructure system with coordinated phasing and construction of facilities. A total of ten (10) phases are proposed in the RDOSP. The Elliott Homes portion of the project consists of Phases 1 through 5. The Easton Development Company, LLC portion of the project consists of Phases A through E and the Wetland Preserve (WP). Additional sub-phases are anticipated to occur within the Plan Area as individual tentative maps are approved.

The Plan Area is currently bordered by existing development on the west and portions of the south and east. The phases will generally develop from west to east and north to south. Section 4 (Circulation) and Section 6 (Public Utilities) describe the overall public facilities required to serve the Plan Area. The following section provides a detailed listing of the infrastructure requirements to be constructed by phase within the Plan Area. Infrastructure within each phase and offsite may be phased or partially constructed based on the Phased Performance Standards identified in section 2. Exhibit B-1 identifies the geographic boundaries of each phase with land use by phase summarized in Table 1-1 (p.14).

The Phase numbering and lettering is intended to demonstrate a high level path to completion of infrastructure for the entire Plan Area. It is highly unlikely that the project will develop in phase order. Numbers 1 through 5 and letters A through E are put in order based on a best understanding of anticipated economic drivers (infrastructure cost) and market demand conditions; the need for new homes and businesses. Each phase may be developed independent to any other phase. It is anticipated that several phases will be under construction at any given time and the plan allows each phase to develop independently from other phases.

This on-site Infrastructure Phasing Plan is intended to provide a platform for agreements that will be developed in the Small Lot Tentative Map Phasing plans that will ultimately build Rio del Oro. The following performance standards and individual phase descriptions and maps provide a basis for future development. This plan is not intended to condition the order of development and does not specify the magnitude of infrastructure requirements for individual small lot tentative map phasing plans. The plan is only intended to provide a platform for the development of Small Lot Tentative Map Phasing plans where detailed infrastructure phasing conditions will be developed.

Phasing Performance Standards

Phasing and additional sub-phases will be permitted based on following performance standards.

- Two points of roadway access will be required for any development phase.
- A looped water system will be required for any development phase.
- Interim sewer and drainage facilities may be constructed consistent with the standards of the appropriate agencies.
- Arterial traffic signals identified in the RDO Specific Plan will be constructed when traffic demand/LOS and/or safety concerns require the Intersection be signalized at

the discretion of the City Engineer. If any tentative lot phasing plan builds only 2 legs of a future arterial/arterial roadway intersection, signal construction will be delayed until additional approaches are built.

- The timing of other traffic signals identified in the RDO Specific Plan will be identified in Small Lot Tentative Map Phasing plans. Additional signals may also be considered at that time.
- Arterial roadways may be phased based on providing traffic lanes sufficient to provide adequate Level of Service (LOS) consistent with the City of Rancho Cordova standards and policies. Level of service widening from 2 to 4 lanes will be based on internal arterial roadways exceeding 15,300 ADT (LOS D). A traffic study can be provided to demonstrate that the widening is needed for development outside of the Rio Del Oro plan area. In that case, the City will be responsible for the widening as long as CIP lanes are still required.
- Arterial roadway phasing will consider whether it is feasible to provide complete streets, including vehicular, bicycle, pedestrian circulation and landscaping factors for consideration include:
 - o limiting the expense of construction of offsite facilities
 - o limiting exposure to reconstruction of facilities due to development on opposite sides of arterial roadways adjacent to undeveloped lands, limiting the expense of construction of offsite frontage
 - o financial feasibility to provide complete streets
 - o priority to provide circulation for all modes along arterial corridors, phased arterial cross section elements should be continuous within each of the 10 phases identified within this plan
 - o parcel by parcel changes in cross section elements will be not be permitted
- Typical cross-sections have been developed for arterial roadway phasing options for 4-lane arterials, Exhibit B-12 and 6-lane arterials, Exhibit B-13.
- Grade separated trail crossings are identified as constructed within each plan phase where the crossing is located. The actual timing of these crossings will be based on the development of the trail system. Conditional timing for trail crossings will be identified in the Small Lot Tentative Map Phasing Plans.
- In some instances out of phase trails may be requested to provide logical trail connections and completeness. There will be a focus on getting residents connected to schools.
- Timing for infrastructure improvements identified in this Phasing Plan will be superseded by timing requirements identified in project conditions of approval.
- Minor deviations from the Infrastructure Phasing Plan may be administratively approved by the Public Works Director.

1.1 Phase 1

Phase 1 includes the northwest residential land use and is bounded by White Rock Road on the north as illustrated on Exhibit B-2. White Rock Road is an existing two lane rural road on the north boundary of Phase 1. The following infrastructure facilities will be constructed to serve Phase 1:

Roads:

- White Rock Road will be reconstructed as a major arterial with four lanes and median adjacent to Phase 1 extending west to connect to the existing improvements on White Rock Road. A traffic signal will be constructed at the Rancho Cordova Parkway/White Rock Road intersection.
- Rancho Cordova Parkway will be constructed as a major arterial with two lanes constructed initially from White Rock Road to the south boundary of Phase 1. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6-lane arterial is constructed.

Sewer:

- A sewer outfall within White Rock Road will be constructed connecting to the existing sewer pipeline to the west.
- The existing S-70 Lift Station will be upgraded to accommodate the additional sewer flows from Phase 1.

Water:

- A water transmission main will connect to the existing water transmission main within White Rock Road.
- A secondary water connection to existing water mains in the Cordova Industrial area at Luyung Drive west of Phase 1 will be constructed.

Drainage:

- A detention basin and drainage pump station will be constructed within Phase 1 to provide detention of peak storm water flows, treat storm water quality and pump storm water to the existing drainage outfall.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the western boundary of Phase 1 adjacent the existing Cordova Industrial area (West Trail) and between Phase 1 and Phase 5 (North Trail).

1.2 Phase 2

Phase 2 includes the residential and high school/middle school land use north of the proposed Rio Del Oro Parkway (Phase 3), east of the existing Cordova Industrial area, south of Phase 5 and west of Phase 4 as illustrated on Exhibit B-3. The following infrastructure facilities will be constructed to serve Phase 2:

Roads:

- Rio Del Oro Parkway will be extended east from Sunrise Boulevard to Rancho Cordova Parkway as a major arterial with two lanes. A traffic signal will be constructed at the intersection of Sunrise Boulevard and Rancho Cordova Parkway. Rio Del Oro Parkway will be extended northeast of Rancho Cordova Parkway adjacent the high school/middle school as a major arterial with two lanes. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4 lane arterial is constructed.
- Rancho Cordova Parkway will be extended north from Rio Del Oro Parkway to Phase 1 with two lanes as a major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6 lane arterial is constructed.

Sewer:

- A trunk sewer outfall will be constructed within Rio Del Oro Parkway to a sewer lift station. The lift station will discharge to a force main that will be constructed within Sunrise Boulevard south to Douglas Boulevard then west within Douglas Boulevard to the extension of Zinfandel Drive. At the Zinfandel Drive Extension the force main will either terminate at a Trunk Sewer planned to be constructed with the Zinfandel Drive extension or the force main will continue north within Zinfandel Drive to the Bradshaw Interceptor at The intersection of North Mather and Zinfandel Drives.

Water:

- A water transmission main will be constructed within Rancho Cordova Parkway and Rio Del Oro Parkway connecting to the existing water transmission main in Sunrise Boulevard.
- A secondary water connection to existing water mains in the Cordova Industrial area will be constructed.

Drainage:

- A detention basin and drainage pump station will be constructed south of Phase 2 within Phase 3 to provide detention of peak storm water flows, treat storm water runoff and pump storm water to the existing Morrison Creek drainage outfall.

- A drainage channel with storm water conveyance and water quality facilities will be constructed along the west boundary of Phase 2 and south to the storm water detention basin within Phase 3.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the western boundary of Phase 2 adjacent the existing Cordova Industrial area (West Trail) and between Phase 2 and Phase 5 (Americanos Trail).

1.3 Phase 3

Phase 3 includes the residential and regional town center (commercial/retail) land use south of the proposed Rio Del Oro Parkway (Phase 2), east of existing Sunrise Boulevard, north of existing Douglas Boulevard and west of Phase 4 as illustrated on Exhibit B-4. The following infrastructure facilities will be constructed to serve Phase 3:

Roads:

- Rio Del Oro Parkway will be widened to four (4) lanes from Sunrise Blvd to Rancho Cordova Parkway. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6 lane arterial is constructed.
- Douglas Boulevard frontage improvements along the south boundary of Phase 3 will be constructed completing Douglas Boulevard to a major arterial.
- Villagio Drive along the east boundary of Phase 3 will be constructed as a limited access 2-lane arterial. A traffic signal will be constructed at the Villagio Drive/Douglas intersection.

Sewer:

- Sewer laterals to connect to the trunk sewer facilities constructed in Phase 2 will be constructed.

Water:

- Water mains will be constructed to connect to the existing water transmission facilities constructed in Phase 2.

Drainage:

- The detention basin and drainage pump station within Phase 3 will be enlarged (if Phase 2 constructed an initial phase) to provide detention of peak storm water flows, treat storm water runoff and pump storm water to the existing Morrison Creek drainage outfall.

- A drainage channel with storm water conveyance and water quality facilities will be constructed within Phase 2 to the west boundary of Phase 3 (if not already constructed with Phase 2).

Trails and Open Space:

- Trails and open space landscaping will be constructed along the western boundary of Phase 3 adjacent to Sunrise Boulevard (West Trail), within the drainage parkway (Rio Del Oro Trail) and adjacent the north side of Douglas Road (Morrison Creek Trail).

1.4 Phase 4

Phase 4 includes the south central residential land use and is bounded by Douglas Road on the south, Phases 2/3 on the west, Phase C on the north and Phase B on the east as illustrated on Exhibit B-5. Douglas Road is an existing major arterial on the south boundary of Phase 4. The following infrastructure facilities will be constructed to serve Phase 4:

Roads:

- Douglas Boulevard frontage improvements along the south boundary of Phase 4 will be constructed completing Douglas Boulevard to a major arterial if not previously constructed with Phase 3.
- Rancho Cordova Parkway will be constructed from Rio Del Oro Parkway south to Douglas Road as a two lane major arterial to the north boundary of the Wetland Preserve and as a 4 lane arterial thru the Wetland Preserve to Douglas Road. Construct the ultimate Rio Del Oro Parkway/Rancho Cordova Parkway Intersection if not previously constructed and the ultimate Rio Del Oro Parkway/Douglas Road Intersection. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6 lane arterial is constructed north of the Wetland Preserve.
- Villagio Drive will be constructed from Phase 3 north east to the Phase 4 northeast boundary. A traffic signal will be constructed at Villagio Drive/Rancho Cordova Parkway intersection.

Sewer:

- Trunk and lateral sewers will be constructed within Phase 4

Water:

- Water transmission mains will be constructed within Rancho Cordova Parkway and Villagio Drive.
- A water transmission main within Rancho Cordova Parkway from the east boundary of Phase 4 south to Douglas Road will be required prior to full build-out of Phase 4.

Drainage:

- A drainage channel with storm water conveyance and water quality facilities will be constructed within the drainage parkway located on the central portion of Phase 4.
- A detention basin and drainage pump station will be constructed within Phase 4 to provide detention of peak storm water flows, treat storm water quality and pump storm water flows.
- The detention basin and drainage pump station within Phase 3 will be enlarged (if Phase 2/3 constructed an initial phase) to provide detention of peak storm water flows, treat storm water runoff and pump storm water to the existing Morrison Creek drainage outfall.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the drainage parkway (Rio Del Oro Trail), Morrison Creek Open Space and Wetland Preserve (Morrison Creek Trail) within Phase 4.

1.5 Phase 5

Phase 5 includes the industrial park, business park, local town center (retail/commercial) and community park land use east of the existing Cordova Industrial area, south of the Phase 1, north of Phase 2 and west of Phase C/E as illustrated on Exhibit B-6. The following infrastructure facilities will be constructed to serve Phase 5:

Roads:

- International Drive will be constructed from the west boundary of Phase 5 to the east boundary of Phase 5 as a two lane major arterial. A traffic signal will be constructed at the International Drive/Rancho Cordova Parkway intersection. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6 lane arterial is constructed. International Drive west of Phase 5 is included in the Rancho Cordova Roadway Fee Program. The City of Rancho Cordova will be responsible for right-of-way acquisition and construction of International Drive from Sunrise Boulevard east to Phase 5.
- Collector A and Collector C will be constructed as Phase 5 develops with traffic signals at the Collector C/Rancho Cordova Parkway and International Drive intersections.

Sewer:

- Sewer laterals to connect to the trunk sewer facilities constructed in Phase 2 will be constructed.

Water:

- Water mains will be constructed to connect to the existing water transmission facilities constructed in Phase 2. A secondary water connection to the existing water system within the Sunrise Industrial area will be constructed as the local street within Phase 5 develops. Water transmission mains will be constructed within Rancho Cordova Parkway.

Drainage:

- Phase 5 will drain to the detention basins, pump stations and drainage channels constructed with Phases 1, 2, 3 and 4. The detention basin and drainage pump station within Phase 3 will be enlarged (if Phase 2/3/4 constructed an initial phase) to provide detention of peak storm water flows, treat storm water runoff and pump storm water to the existing Morrison Creek drainage outfall.

Trails and Open Space:

- Trails will be constructed within the Community Park (Americanos Trail and Park Loop Trail) with the Community Park development.

1.6 Phase A

Phase A includes the north central residential, park/open space and elementary school land use and is bounded by White Rock Road on the north, Phases C/E on the west, Phases B/C on the south and Phase B on the east as illustrated on Exhibit B-7. Phase A may develop independent to any other phases. White Rock Road is an existing two lane rural road on the north boundary of Phase A. The City of Rancho Cordova expects to construct White Rock Road as a 2-lane arterial prior to development of Phase A. The following infrastructure facilities will be constructed to serve Phase A:

Roads:

- White Rock Road will be reconstructed as a major arterial with 4 lanes and a median from Rancho Cordova Parkway to Rio Del Oro Parkway and construct the White Rock Road/Rio Del Oro Parkway intersection. A traffic signal will be constructed at the White Rock Road/Rio Del Oro Parkway intersection.

- Rio Del Oro Parkway will be constructed from White Rock Road south to Americanos Drive as a 2-lane collector (with additional right-of-way reserved for expansion to 4-lanes).
- Americanos Boulevard will be constructed from Rio Del Oro Parkway southeast to Villagio Drive as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed.
- Villagio Drive will be constructed within Phase A as a 2-lane special access collector from Americanos Blvd to Collector B and a 2-lane secondary collector with reservation for expansion to four lanes north of Collector B. A traffic signal will be constructed at the Villagio Drive/White Rock Road intersection.
- Collector B will be constructed from Rio Del Oro Parkway to the east boundary of Phase A.

Sewer:

- Trunk and lateral sewers will be constructed within Phase A and connected to Phase 5 along Rio Del Oro Parkway, Centennial Drive and International Drive.

Water: Phase A is within the Cal-Am water service area.

- Water transmission mains will be constructed within White Rock Road from the existing water main east to Villagio Drive and south within Rio Del Oro Parkway, Americanos Blvd and Villagio Drive.
- A transmission main will be extended from the southeast corner of Phase A south within Americanos Blvd alignment to connect to existing water transmission mains at the North Douglas project.
- Cal-Am will need two points of connection to SCWA service area and agreement for whole sale water from SCWA to serve Phase A.

Drainage:

- A drainage channel with storm water conveyance and water quality facilities will be constructed within the drainage parkway located on the western boundary of Phase A.
- A drainage channel with storm water conveyance and water quality facilities, detention facilities and drainage pump station will be constructed southwest to the Phase 4 boundary.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the drainage parkway (Park Loop Trail) within Phase A.

1.7 Phase B

Phase B includes the northeast residential, park, private recreation and elementary/middle school land use and is bounded by White Rock Road on the north and Phases A/C on the west and D on the south as illustrated on Exhibit B-8. White Rock Road is an existing two lane rural road on the north boundary of Phase B. The following infrastructure facilities will be constructed to serve Phase B:

Roads:

- The White Rock Road frontage lane will be constructed from Villagio Drive to the east Rio Del Oro plan limit.
- Collector B will be constructed within the Phase B limits.
- Americanos Boulevard will be constructed within Phase B as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed.
- Villagio Drive will be constructed within Phase B as a 2-lane special access collector. Villagio Drive will be extended to Rancho Cordova Parkway to provide a secondary access for Phase B. Rancho Cordova Parkway will be constructed from Villagio Drive south as a 2-Lane major arterial to the boundary with the Wetland Preserve and as a 4-Lane major arterial from the Wetland Preserve south to Douglas Road to provide a secondary access for Phase B.

Sewer:

- Trunk and lateral sewers will be constructed within Phase B.

Water: Phase B is within the Cal-Am water service area.

- Water transmission mains will be constructed within White Rock Road from the existing water mains east to Villagio Drive and Villagio Drive south to connect to SCWA.
- Water transmission mains will be constructed within Centennial Drive and Villagio Drives southeast to Americanos Boulevard and within Americanos Boulevard south to Douglas Road. An alternative to constructing the offsite transmission mains is to construct an interim secondary connection to SCWA service area at Centennial Drive.

Drainage:

Phase B will construct the drainage channel with Phase B from the east boundary to Phase 4 at Villagio Drive. Trails and Open Space:

- Trails and open space landscaping will be constructed along the drainage parkway (Americanos and Rio Del Oro Trails), adjacent the

Private Recreation (Americanos Trail), adjacent the Wetland Preserve (Morrison Creek Trail),

1.8 Phase C

Phase C includes the central residential, elementary school and park land use and is bounded by Phase E on the north, Phases A/B on the east, Phases 4 on the south and Phase 5 on the west as illustrated on Exhibit B-9. The following infrastructure facilities will be constructed to serve Phase C:

Roads:

- Americanos Boulevard will be constructed within Phase C as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed. A traffic signal will be constructed at the Americanos Drive /Centennial Drive intersection and Americanos/Rio Del Oro Parkway intersection.
- Centennial Drive will be constructed within Phase C as a 2-lane secondary road (with right-of-way for future expansion to a 4-lane arterial). A traffic signal will be constructed at the Rio Del Oro Parkway/Centennial Drive intersection.
- Rio Del Oro Parkway will be constructed within Phase C as a 2-lane secondary road (with right-of-way for future expansion to a 4-lane arterial).

Sewer:

- Trunk and lateral sewers will be constructed within Phase C.

Water: Phase C is within the both the SCWA and Cal-Am water service area.

- Water transmission mains will be constructed within Americanos, Rio Del Oro and Centennial Drives.

Drainage:

- A drainage channel with storm water conveyance and water quality facilities will be constructed within the drainage parkway located on the south and west boundary of Phase C. Phase C drains to the drainage facilities constructed in other Phases.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the drainage parkway (Park Loop and Americanos Trails) within Phase C.

1.9 Phase D

Phase D includes the south east residential and industrial land use and is bounded by Phase B on the north and west, the city limits and North Douglas project on the east and Douglas Road/wetland preserve on the south as illustrated on Exhibit B-10. Douglas Road is an existing two lane rural road that is currently being widened on the south boundary of Phase D and a portion of Americanos Boulevard has recently been constructed on the east boundary adjacent the North Douglas project. The following infrastructure facilities will be constructed to serve Phase D:

Roads:

- Douglas Road frontage improvements will be completed on the south boundary of Phase D, and westward to along the Preserve to Rancho Cordova Parkway.
- Americanos Boulevard will be constructed within Phase D as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed. Construction of a traffic signal at the Americanos/Douglas intersection will be required.
- Centennial Drive will be constructed within Phase D as a 2-lane secondary road (with right-of-way for future expansion to a 4-lane arterial). A traffic signal will be constructed at the Americanos Boulevard /Centennial Drive intersection.
- Collector B will be constructed within the Phase D limits.

Sewer:

- Trunk and lateral sewers will be constructed within Phase D.

Water: Phase D is within the Cal-Am water service area.

- Water transmission mains will be constructed within Americanos Boulevard, Centennial Drive and Collector B Drives.
- Construction of a water storage tank and booster pump station will be required for the Cal-Am service area.

Drainage:

Phase D drains to the drainage channels, drainage detention and pump station facilities constructed in other Phases. Trails and Open Space:

- Trails and open space landscaping will be constructed along the Wetland Preserve (Morrison Creek Trail) and Americanos Boulevard (Americanos Trail).

1.10 Phase E

Phase E includes the north central industrial, business, regional town center and community park land use and is bounded by White Rock Road on the north, Phases 1/5 on the west, Phases A/C on the east and Phases 5/C on the south as illustrated on Exhibit B-11. White Rock Road is an existing two lane rural road. The City of Rancho Cordova expects to construct White Rock Road as a 2-lane arterial prior to development of Phase A. The following infrastructure facilities will be constructed to serve Phase A:

Roads:

- Americanos Boulevard will be constructed within Phase E as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed.
- International Drive will be constructed from the west boundary of Phase E to White Rock Road as a 2-lane major arterial. A traffic signal will be constructed at the International Drive/White Rock Road intersection. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed. A Traffic signal will be constructed at the International Drive/Americanos Boulevard intersection.
- Centennial Drive will be constructed within Phase E as a 2-lane secondary road (with right-of-way for future expansion to a 4-lane arterial). A traffic signal will be constructed at the International Drive/Centennial Drive intersection.

Sewer:

- Trunk and lateral sewers will be constructed within Phase E.

Water: Phase E is within the SCWA water service area.

- Water transmission mains will be constructed within Americanos Boulevard and International Drives.
- Construction of a water storage tank and booster pump station will be required for the SCWA.

Drainage:

- Phase D drains to the drainage channels, drainage detention and pump station facilities constructed in other Phases.

Trails and Open Space:

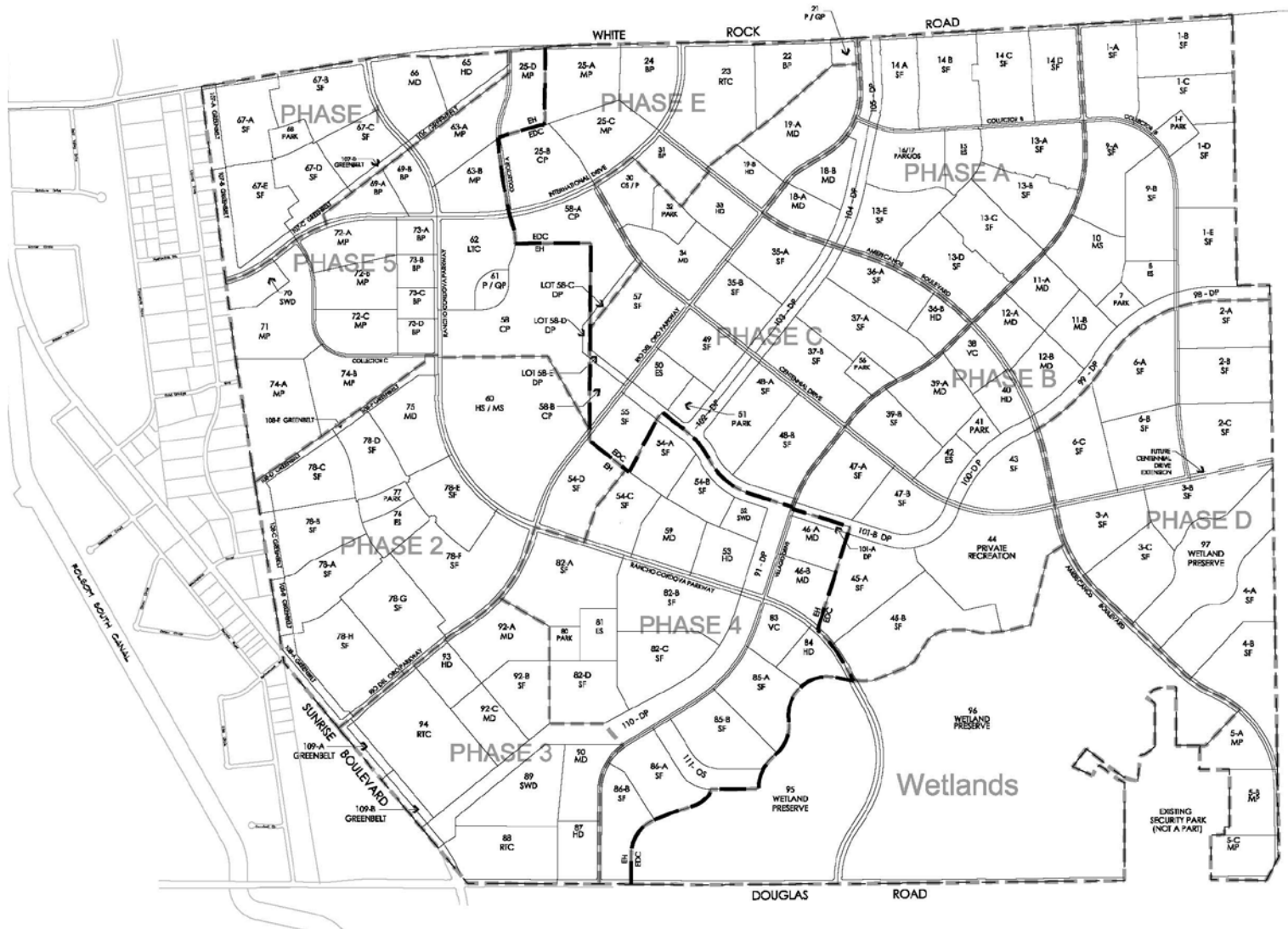
- Trails and open space landscaping will be constructed along the Community Park, International Drive and White Rock Road (Park Loop Trail) within Phase E.

1.11 Wetland Preserve (WP)

The wetland preserve will be constructed in phases consistent with the wetland permit.

Table 1-1 Land Use by Phase

Land Use Symbol Density	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Phase A		Phase B		Phase C		Phase D		Phase E		Wetland Preserve		Total AC	Total DUs
	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs		
SFR 5	99.54	482	219.33	1,063	16.75	81	233.71	1,132			201.59	977	304.37	1,479	216.61	1,049	274.45	1,330					1,566.4	7,593
MD 8	20.38	147	21.96	159	50.85	368	40.88	296			21.79	158	74.08	536	53.14	384							283.1	2,048
HD 26	12.00	312			21.06	548	22.90	596					9.00	234	33.0	858							98.0	2,548
LTC									24.34														24.3	
RTC					74.97													37.93					112.9	
VC							10.06						10.01										20.1	
BP									41.54										48.87				90.4	
MP									186.80								39.18		43.56				269.5	
P/PQ									5.00										2.54				7.5	
HS/MS			78.02																				78.0	
MS													20.01										20.0	
ES			9.46				8.99				9.36		18.02		9.02								54.9	
CP									64.29						5.59			51.64					121.5	
P	5.20		5.36				4.97				10.18		15.01		16.98								57.7	
SWD					24.91		6.00		7.76														38.7	
WP																	42.80				467.22		510.0	
DP					17.29		38.75		1.11		17.99		35.48		28.80				2.52				141.9	
PR												52.50											52.5	
OS							12.05				10.18												22.2	
OS/P															11.99								12.0	
GB	23.75		22.05		4.97																		50.8	
ROW	8.80		18.39		12.91		18.85		19.83		16.48		24.10		24.43		15.31		16.25		20.18		195.5	
TOTAL:	169.7	941	374.6	1,222	223.7	997	397.2	2,024	350.7	0	287.6	1,135	562.6	2,249	399.6	2,291	371.7	1,330	203.3	0	487.4	0	3,827.9	12,189



PHASING EXHIBIT
RIO DEL ORO
PHASING PLAN
JANUARY, 2016

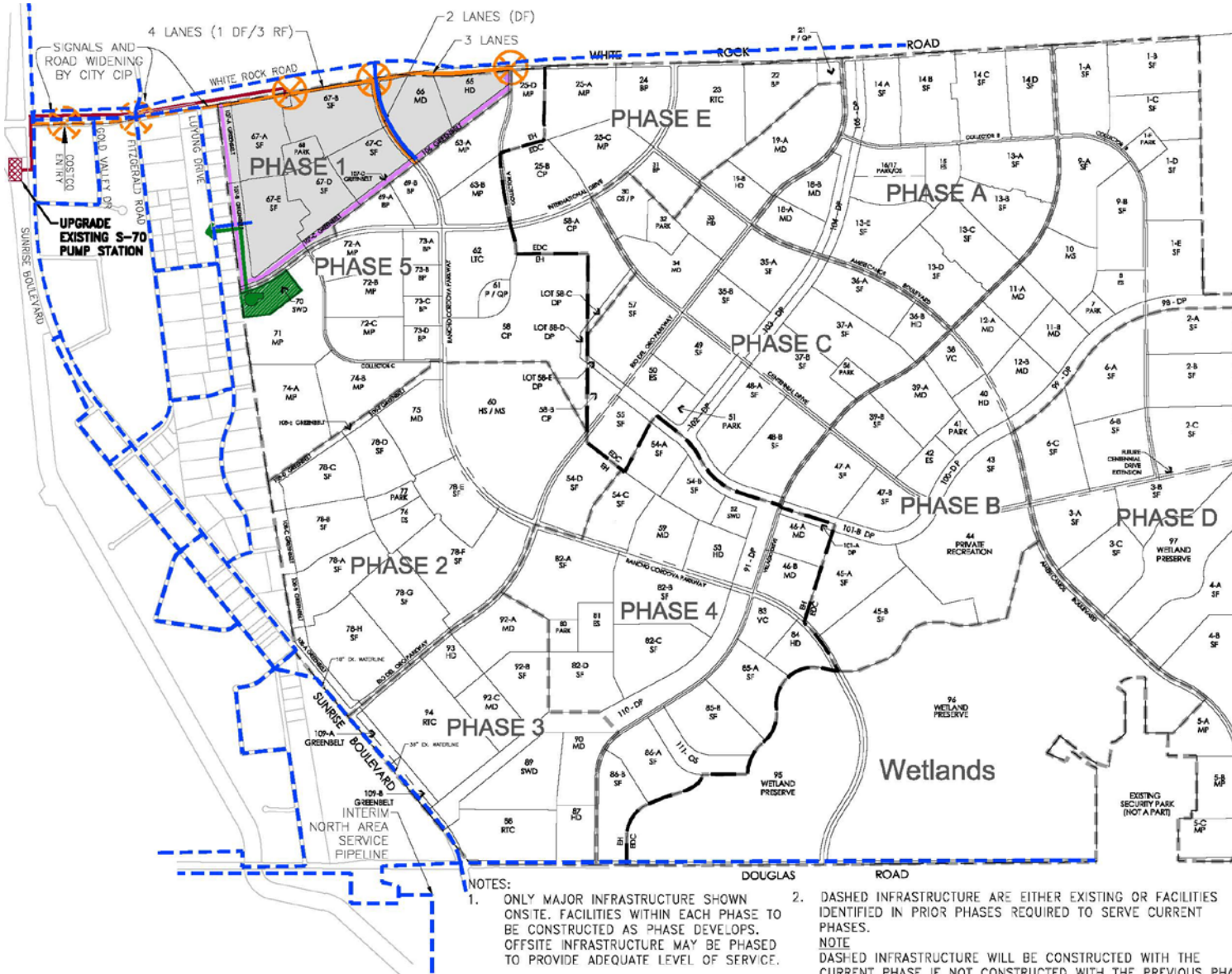
Exhibit B-1
Appendix B: Infrastructure Phasing
Rio Del Oro Specific Plan

LEGEND	
OWNERSHIP BOUNDARY	---
PHASING BOUNDARY	- - - - -
EASTON DEVELOPMENT COMPANY	EDC
ELLIOTT HOMES	EH


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PHASING EXHIBIT
RIO DEL ORO
PHASE 1
JANUARY 2016

Exhibit B-2
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

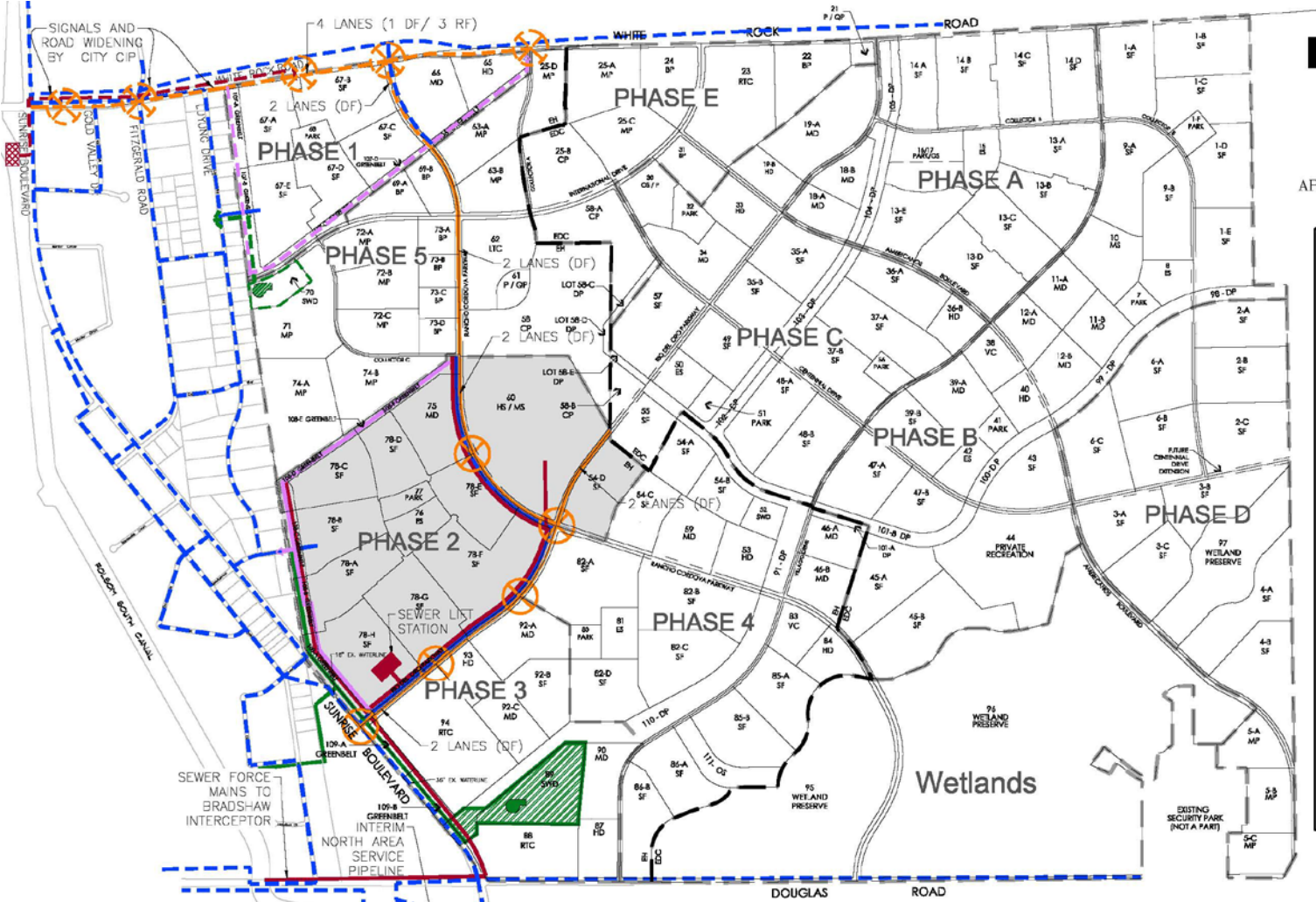


LEGEND	
CURRENT PHASE/PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS	
SEWER	
WATER	
DRAINAGE	
TRAILS	
POTENTIAL TRAFFIC SIGNAL	
POTENTIAL ROUNDABOUT	
DRAIN PUMP STATION	
SEWER LIFT STATION	
DETENTION BASIN/CHANNEL	
OWNERSHIP BOUNDARY	
CURRENT PHASE	
DEVELOPER FRONTAGE	DF
ROAD FEE	RF
FAIR SHARE	FS

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PHASE 2
JANUARY 2016

Exhibit B-3
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

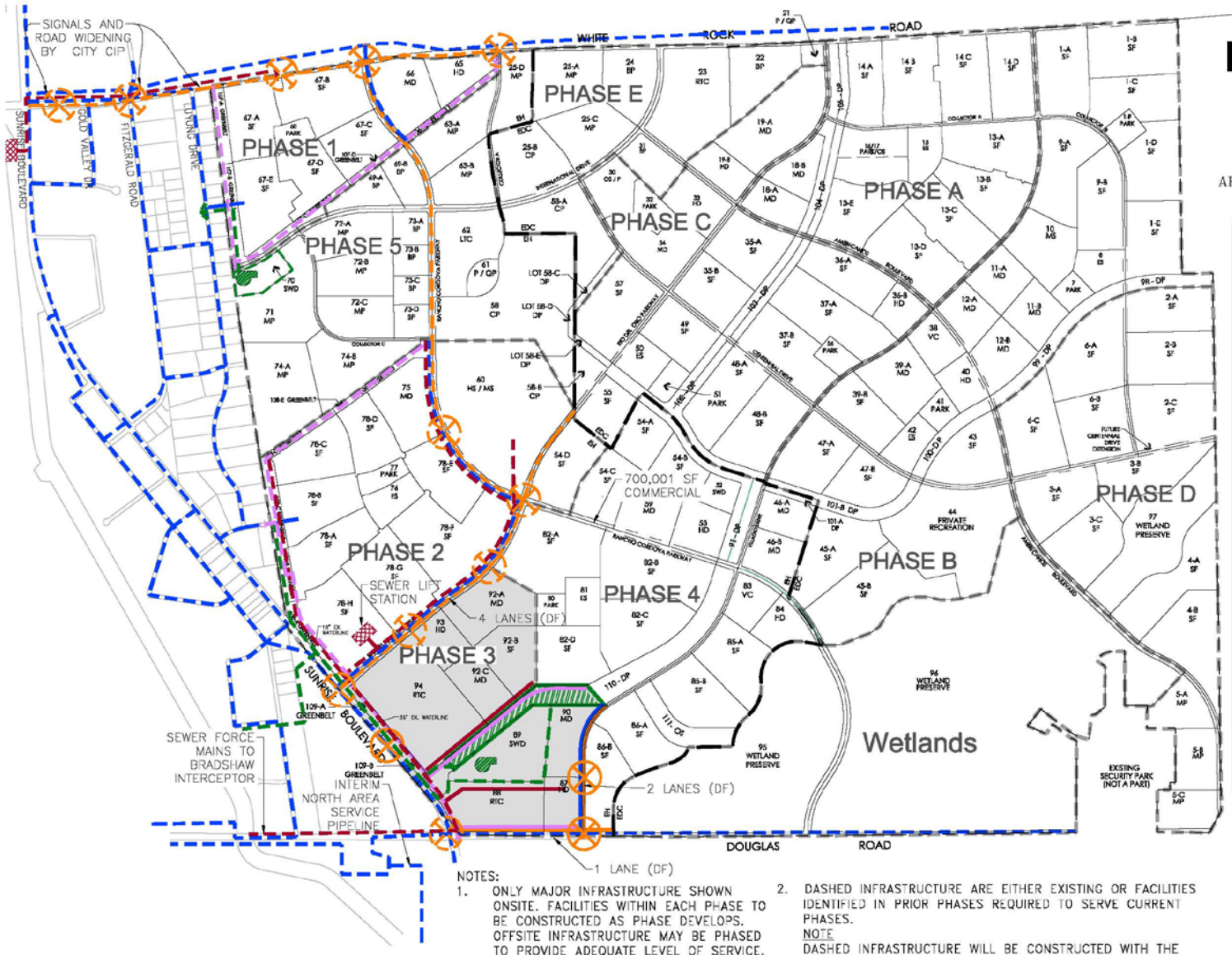


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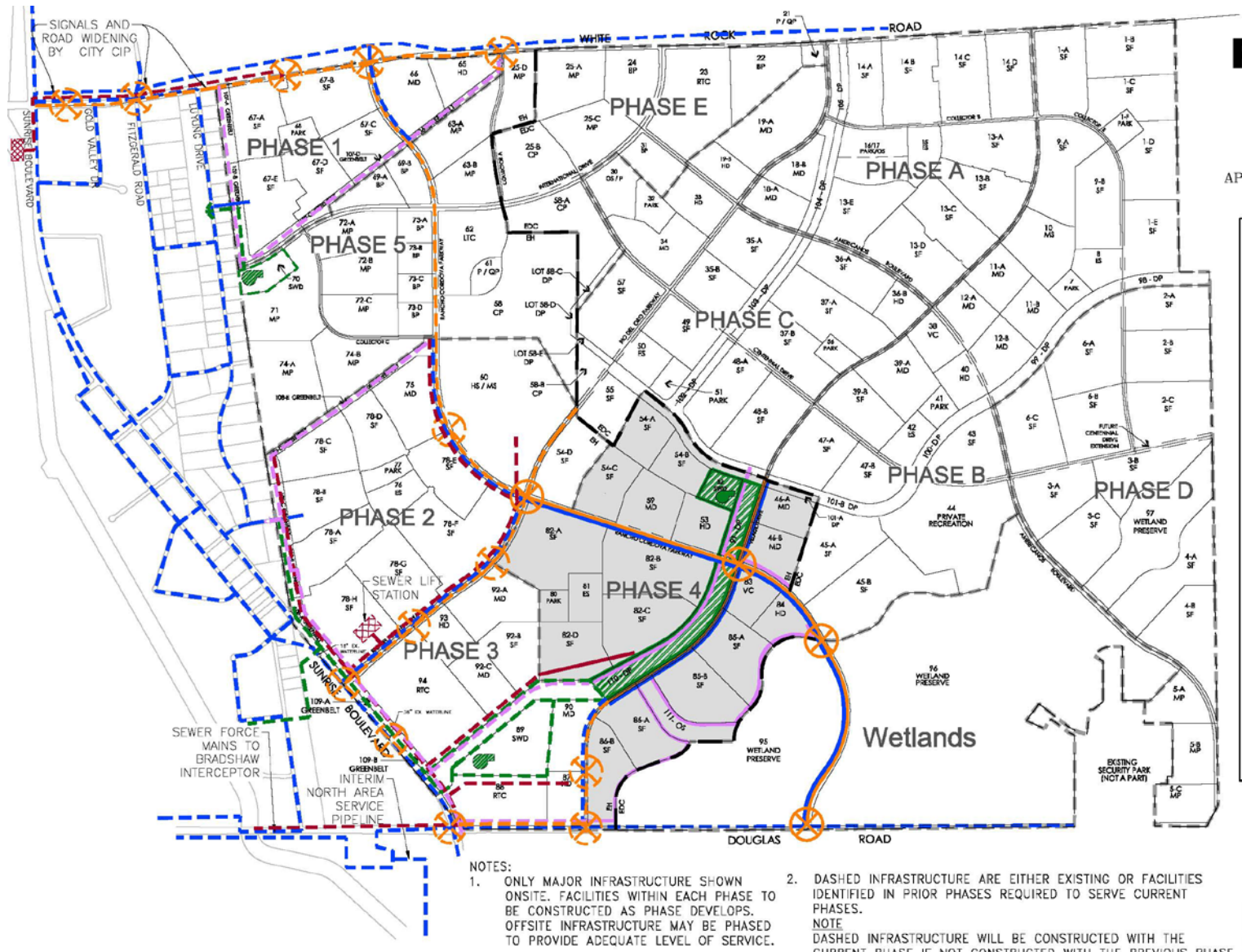
	CURRENT PHASE / PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS	Solid line	Dashed line
SEWER	Thick solid line	Thick dashed line
WATER	Thin solid line	Thin dashed line
DRAINAGE	Green solid line	Green dashed line
TRAILS	Purple solid line	Purple dashed line
POTENTIAL TRAFFIC SIGNAL	Orange circle with X	Orange circle with X and dot
POTENTIAL ROUNDABOUT	Orange circle	Orange circle with dot
DRAIN PUMP STATION	Green circle with dot	Green circle with dot and X
SEWER LIFT STATION	Red square	Red square with X
DETENTION BASIN/CHANNEL	Green rectangle	Green rectangle with dashed border
OWNERSHIP BOUNDARY	Solid line	Dashed line
CURRENT PHASE	Shaded gray area	
DEVELOPER FRONTAGE	DF	
ROAD FEE	RF	
FAIR SHARE	FS	

- NOTES:
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PHASE 4
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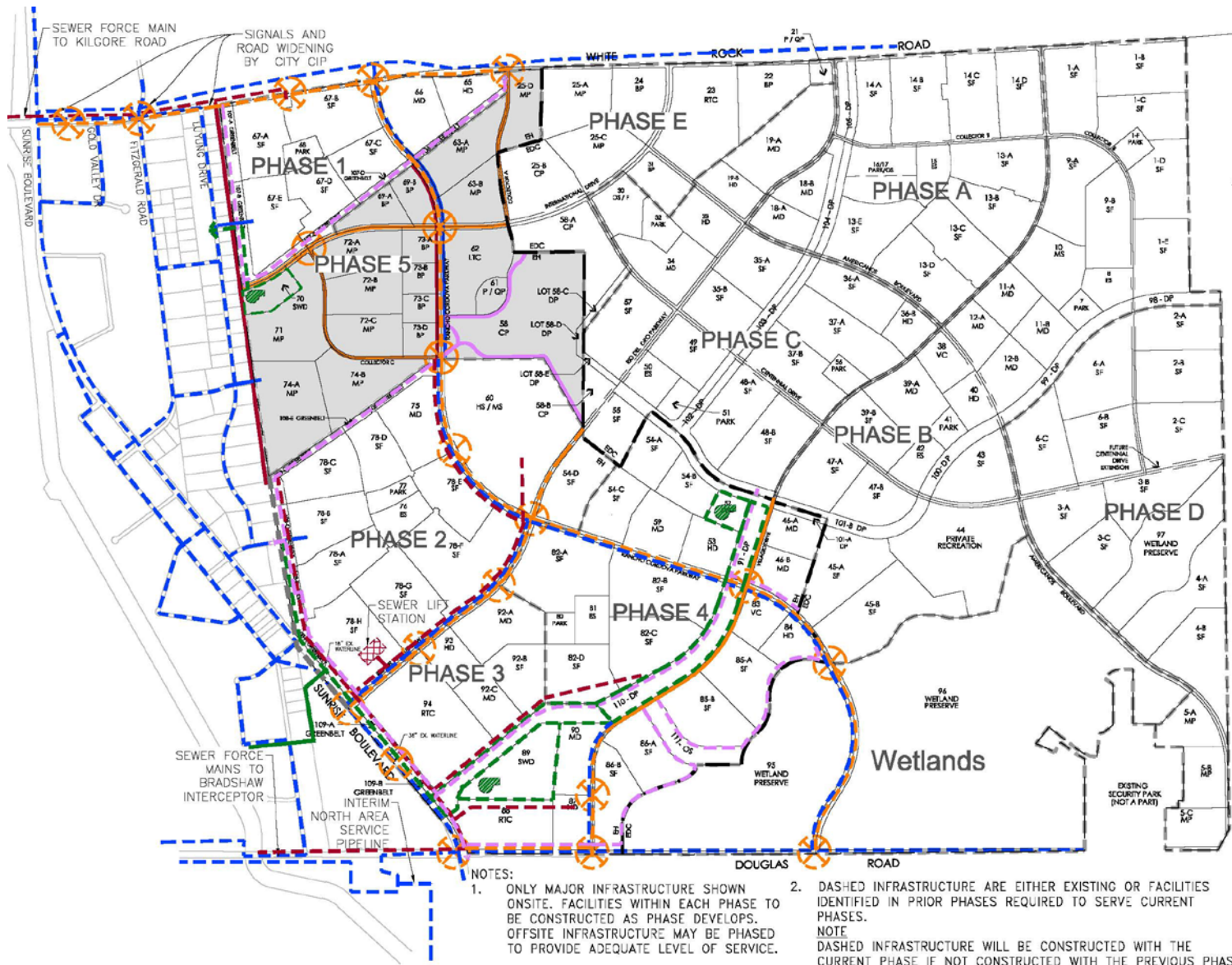
Exhibit B-5
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

LEGEND

CURRENT PHASE/PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS	ROADS
SEWER	SEWER
WATER	WATER
DRAINAGE	DRAINAGE
TRAILS	TRAILS
POTENTIAL TRAFFIC SIGNAL	POTENTIAL TRAFFIC SIGNAL
POTENTIAL ROUNDABOUT	POTENTIAL ROUNDABOUT
DRAIN PUMP STATION	DRAIN PUMP STATION
SEWER LIFT STATION	SEWER LIFT STATION
DETENTION BASIN/CHANNEL	DETENTION BASIN/CHANNEL
OWNERSHIP BOUNDARY	OWNERSHIP BOUNDARY
CURRENT PHASE	
DEVELOPER FRONTAGE	DF
ROAD FEE	RF
FAIR SHARE	FS

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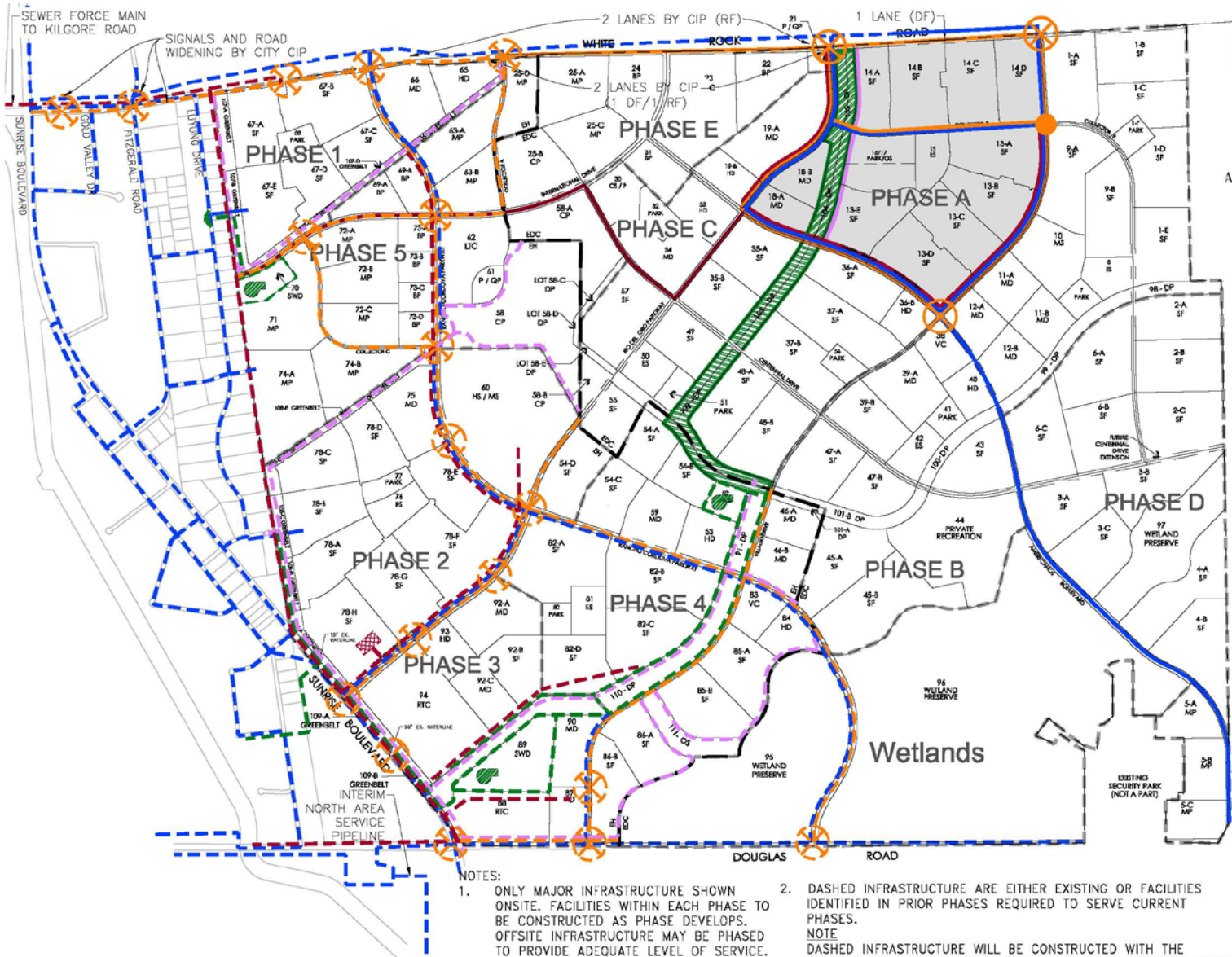


PHASING EXHIBIT
RIO DEL ORO
PHASE 5
JANUARY 2016

Exhibit B-6
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

LEGEND	
CURRENT PHASE/PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS	
SEWER	
WATER	
DRAINAGE	
TRAILS	
POTENTIAL TRAFFIC SIGNAL	
POTENTIAL ROUNDABOUT	
DRAIN PUMP STATION	
SEWER LIFT STATION	
DETENTION BASIN/CHANNEL	
OWNERSHIP BOUNDARY	
CURRENT PHASE	
DEVELOPER FRONTAGE	DF
ROAD FEE	RF
FAIR SHARE	FS

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PHASING EXHIBIT
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PHASE A
JANUARY 2016

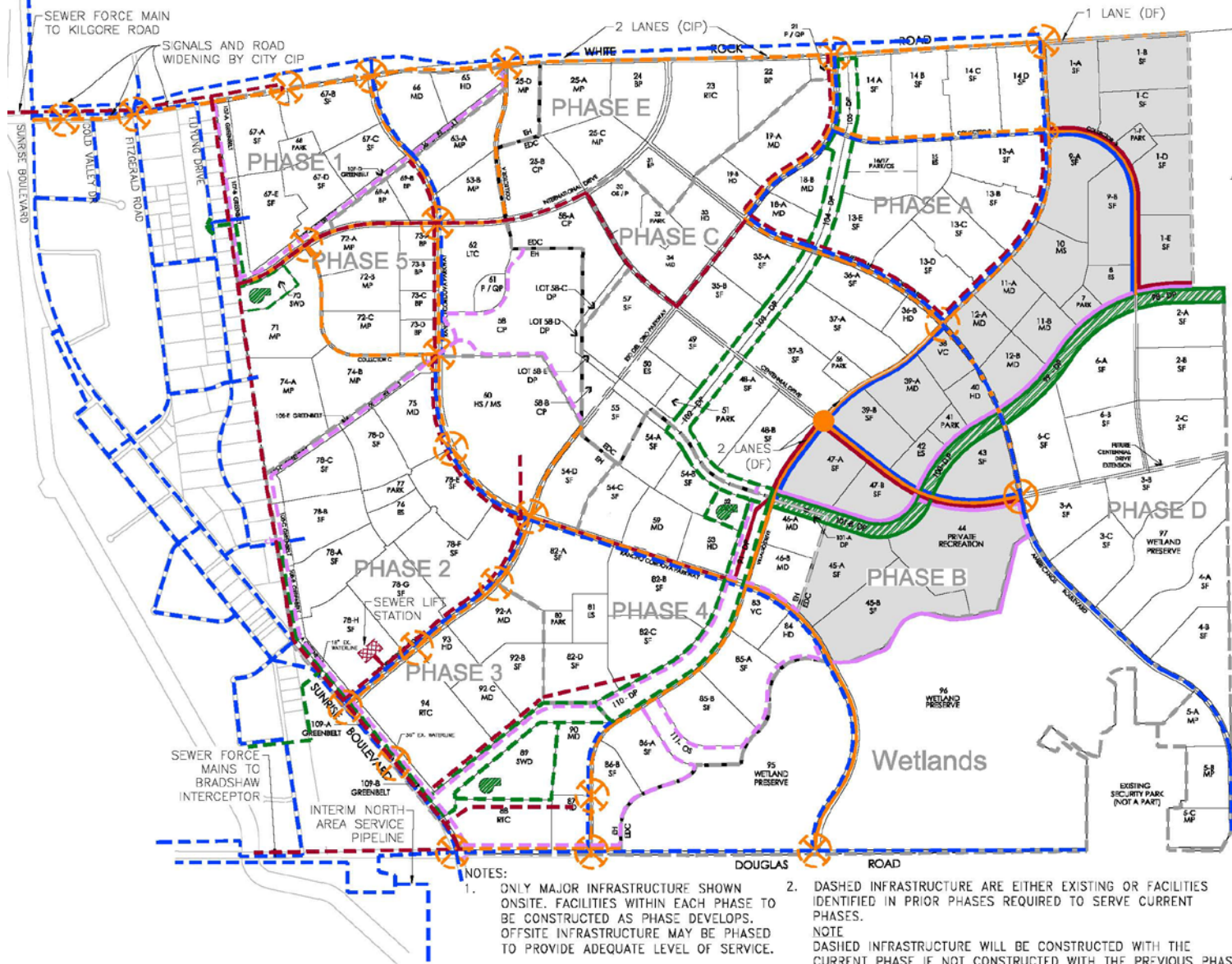
Exhibit B-7
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

LEGEND	
CURRENT PHASE/PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS	ROADS
SEWER	SEWER
WATER	WATER
DRAINAGE	DRAINAGE
TRAILS	TRAILS
POTENTIAL TRAFFIC SIGNAL	POTENTIAL TRAFFIC SIGNAL
POTENTIAL ROUNDABOUT	POTENTIAL ROUNDABOUT
DRAIN PUMP STATION	DRAIN PUMP STATION
SEWER LIFT STATION	SEWER LIFT STATION
DETENTION BASIN/CHANNEL	DETENTION BASIN/CHANNEL
OWNERSHIP BOUNDARY	OWNERSHIP BOUNDARY
CURRENT PHASE	
DEVELOPER FRONTAGE	DF
ROAD FEE	RF
FAIR SHARE	FS

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JANUARY 2016

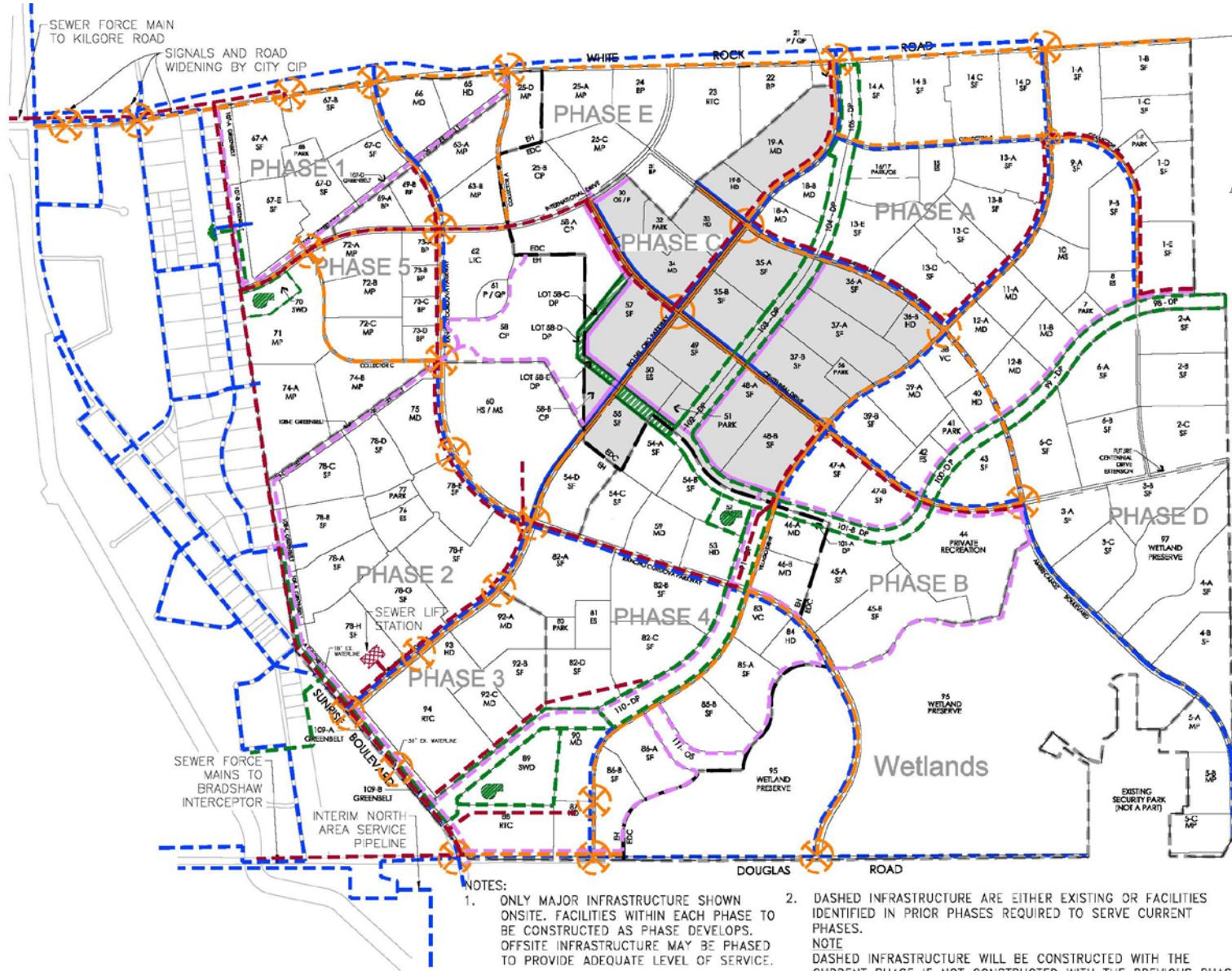
Exhibit B-8
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

LEGEND

	CURRENT PHASE/PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS		
SEWER		
WATER		
DRAINAGE		
TRAILS		
POTENTIAL TRAFFIC SIGNAL		
POTENTIAL ROUNDABOUT		
DRAIN PUMP STATION		
SEWER LIFT STATION		
DETENTION BASIN/CHANNEL		
OWNERSHIP BOUNDARY		
CURRENT PHASE		
DEVELOPER FRONTAGE	DF	
ROAD FEE	RF	
FAIR SHARE	FS	

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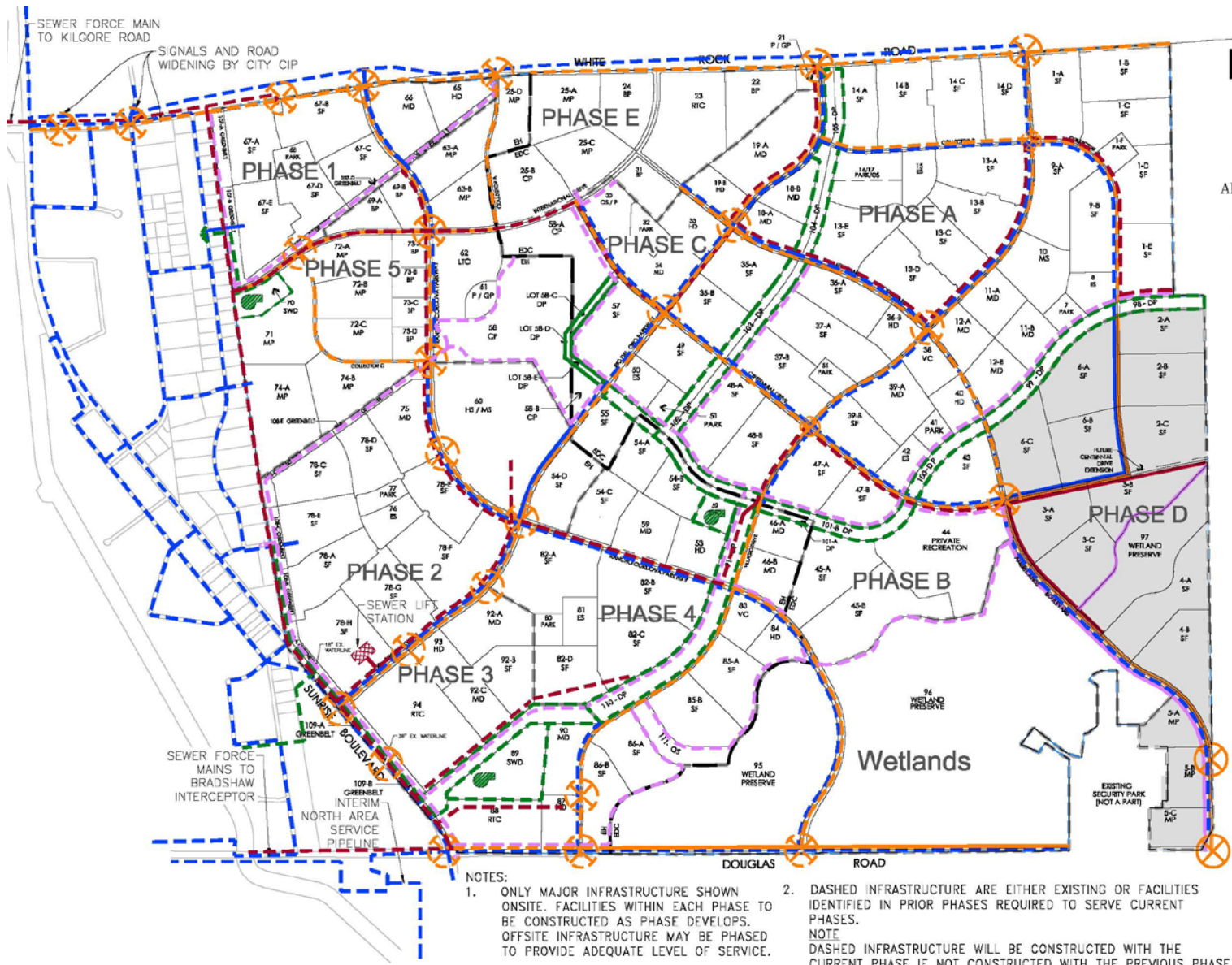
PHASING EXHIBIT
RIO DEL ORO
PHASE C
JANUARY 2016

Exhibit B-9
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

LEGEND	
CURRENT PHASE/PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS	
SEWER	
WATER	
DRAINAGE	
TRAILS	
POTENTIAL TRAFFIC SIGNAL	
POTENTIAL ROUNDABOUT	
DRAIN PUMP STATION	
SEWER LIFT STATION	
DETENTION BASIN/CHANNEL	
OWNERSHIP BOUNDARY	
CURRENT PHASE	
DEVELOPER FRONTAGE	DF
ROAD FEE	RF
FAIR SHARE	FS

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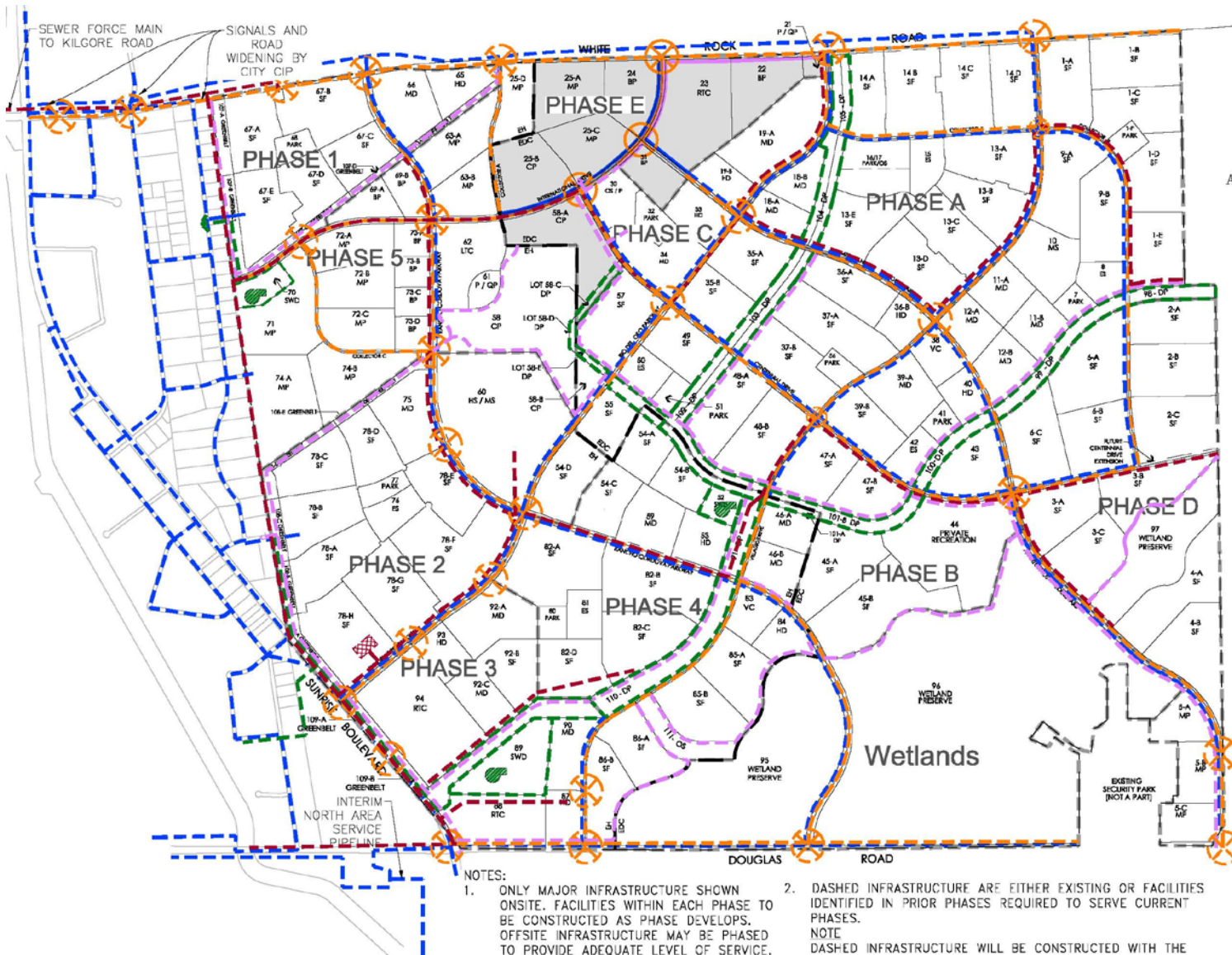
PHASING EXHIBIT
RIO DEL ORO
PHASE D
JANUARY 2016

Exhibit B-10
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

LEGEND	
CURRENT PHASE/PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS	ROADS
SEWER	SEWER
WATER	WATER
DRAINAGE	DRAINAGE
TRAILS	TRAILS
POTENTIAL TRAFFIC SIGNAL	POTENTIAL TRAFFIC SIGNAL
POTENTIAL ROUNDABOUT	POTENTIAL ROUNDABOUT
DRAIN PUMP STATION	DRAIN PUMP STATION
SEWER LIFT STATION	SEWER LIFT STATION
DETENTION BASIN/CHANNEL	DETENTION BASIN/CHANNEL
OWNERSHIP BOUNDARY	OWNERSHIP BOUNDARY
CURRENT PHASE	CURRENT PHASE
DEVELOPER FRONTAGE	DF
ROAD FEE	RF
FAIR SHARE	FS

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PHASING EXHIBIT
RIO DEL ORO
PHASE E
JANUARY 2016

Exhibit B-11
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

LEGEND	
CURRENT PHASE/ PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS	
SEWER	
WATER	
DRAINAGE	
TRAILS	
POTENTIAL TRAFFIC SIGNAL	
POTENTIAL ROUNDABOUT	
DRAIN PUMP STATION	
SEWER LIFT STATION	
DETENTION BASIN/CHANNEL	
OWNERSHIP BOUNDARY	
CURRENT PHASE	
DEVELOPER FRONTAGE	DF
ROAD FEE	RF
FAIR SHARE	FS

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TYPICAL 4-LANE CONSTRUCTION PHASING OPTIONS

RIO DEL ORO

CITY OF RANCHO CORDOVA CALIFORNIA

JANUARY, 2016

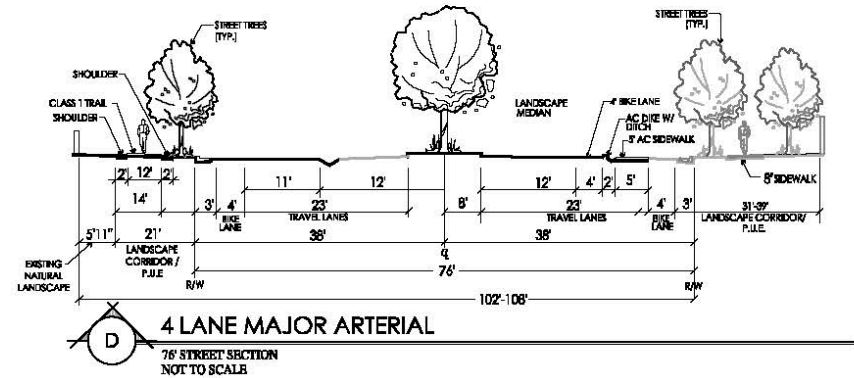
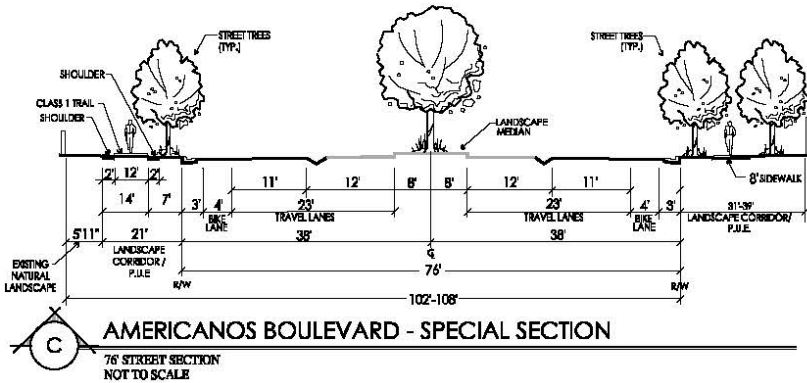
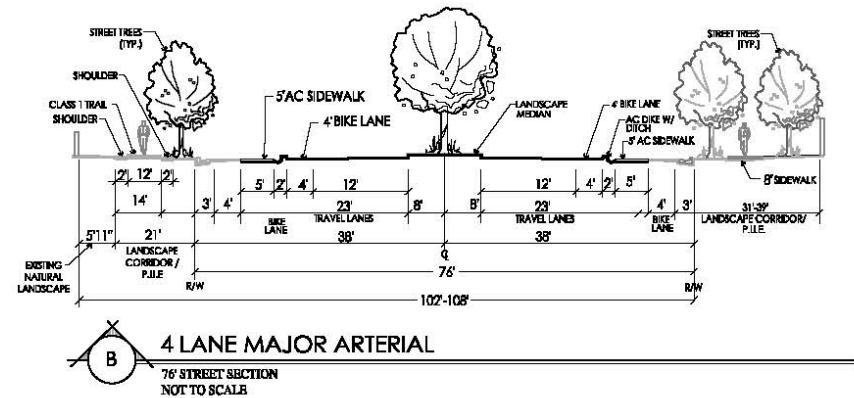
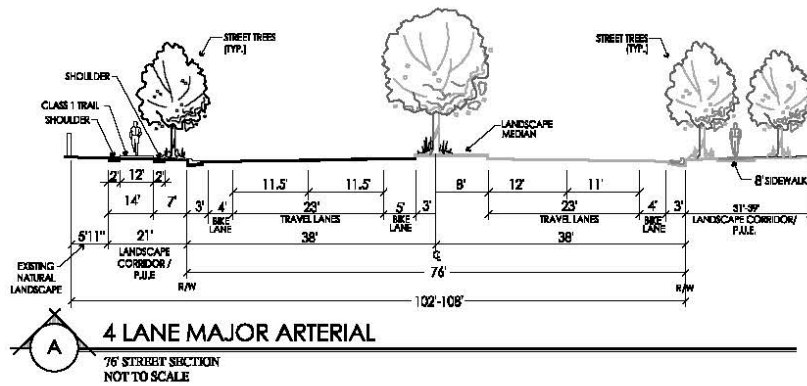


Exhibit B-12
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

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

TYPICAL 6-LANE CONSTRUCTION PHASING OPTIONS

RIO DEL ORO

CITY OF RANCHO CORDOVA CALIFORNIA

JANUARY, 2016

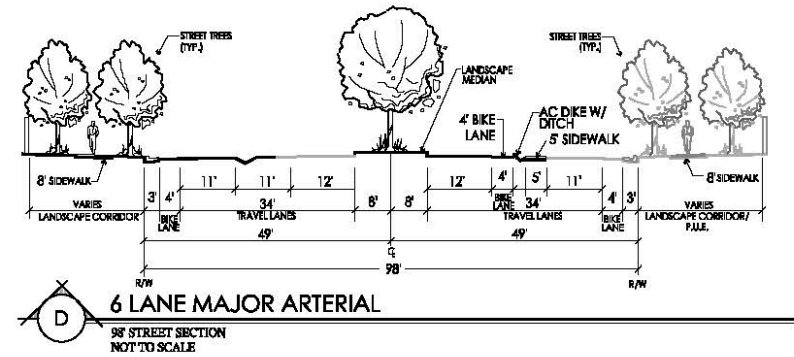
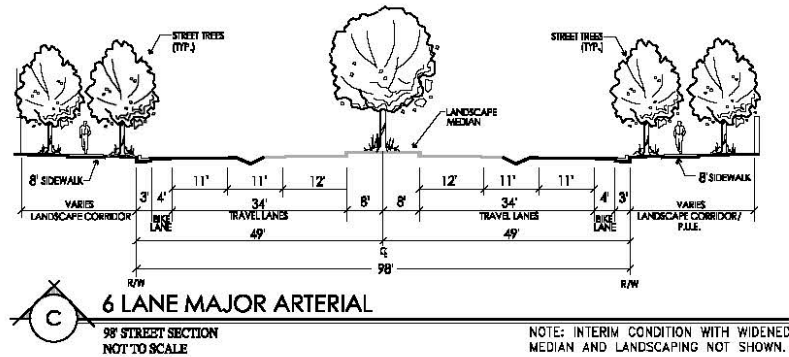
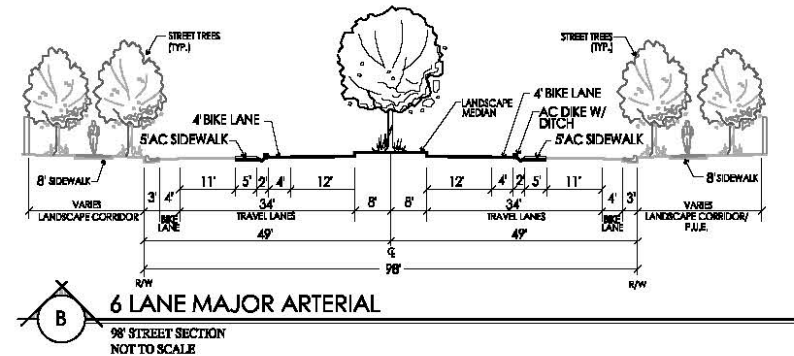
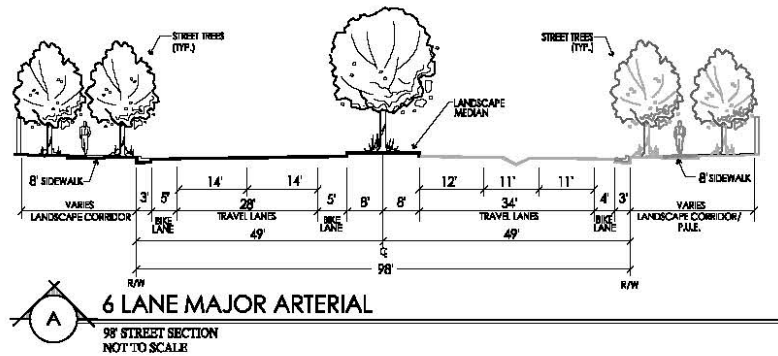


Exhibit B-13
APPENDIX B: INFRASTRUCTURE PHASING
Rio Del Oro Specific Plan

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Sacramento, CA 95816 Fax 916.341.7767

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
General Plan Land Use Element Policies	Consistency	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 and proximity of jobs to housing and commercial services. (Further implemented through Action LU.1.3.2)	Yes	As described in Section 3.2, the project is expected to result in an improved jobs housing ratio than what current exists and is generally consistent with the City's General Plan in regards to the mix of residential and nonresidential land uses. Additionally, the project area includes retail, commercial, and industrial uses interspersed with residential uses; thereby providing jobs within proximity to housing.
Policy LU.1.6 Ensure adequate provisions for development of civic uses (public/quasi-public). (Further implemented by Action LU.1.6.1)	Yes	The proposed project includes the designation of public uses including public schools, parks (e.g., community park), and other public or quasi-public uses. Additional civic uses, such as hospitals, are listed as allowed uses in other zoning designations as well.
Policy LU.1.9 The City shall require development to protect one acre of existing farmland of equal or higher quality for each acre of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance that would be converted to non-agricultural uses. This protection may consist of the establishment of farmland conservation easements, farmland deed restrictions, or other appropriate farmland conservation in perpetuity, but may also be utilized for compatible wildlife conservation efforts. The farmland to be preserved shall be located within Sacramento County and must have adequate water supply to support agricultural use. As part of the consideration of land areas proposed to be protected, the City shall consider the benefits of preserving farmlands in proximity to other protected lands.	Yes	The project site does not include any Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, no protection of existing farmland is required and the proposed project is consistent with this policy.
Policy LU.2.1 Ensure future land use and growth within the Planning Area adheres to the City's eight smart growth principles, as described in this Element. <i>Smart growth principles that apply to the proposed project are:</i> • <i>Transportation Choices</i>	Yes	The proposed project impacts the seven applicable Smart Growth Principles as follows: • <i>Transportation Choices</i> - In addition to major roads planned throughout the project, transit opportunities are provided along those roads. Additionally, the project has proposed pedestrian/bicycle path network for the site. • <i>Housing Choices</i> - The proposed project includes a mix of high, medium, and low-density residential land uses, providing choices for future residents in the area of density and ultimately

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
• <i>Housing Choices</i> • <i>Integrated (Mixed) Land Uses</i> • <i>Compact Urban Development</i> • <i>Walkable Neighborhoods</i> • <i>Preservation/Integration of Natural Resources</i> • <i>Quality Design/Sense of Place</i>		home size and price. • <i>Mixed Land Uses</i> - The proposed project includes residential, commercial, office, and industrial land uses. • <i>Compact Urban Development</i> - The proposed project is designed with commercial land uses surrounded by residential uses and connected by both roads and pedestrian/bicycle paths. Neighborhoods within the proposed project are consistent with the building blocks concept of the City and are therefore clustered and compact. • <i>Walkable Neighborhoods</i> - Residential land uses in the proposed project are clustered around transit and commercial opportunities, fostering a walkable community and serving to create compact residential areas. • <i>Preservation/Integration of Natural Resources</i> - The proposed project includes a 507-acre wetland preserve in the southern portion of the project. The project would also include additional open space associated with project drainage improvements and habitat preservation for VELB. • <i>Quality Design/Sense of Place</i> - The final design of structures within the proposed project will be subject to the Rio del Oro Specific Plan Design Guidelines.
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 proposed project (a specific plan) includes an extensive network of sidewalks and off-roadway pedestrian trails with interconnection with planned development, consistent with the General Plan.
Policy LU.2.6 Discourage the over concentration of retail shopping facilities in a single location in order to ensure neighborhood services are distributed and integrated into the City's neighborhoods and that market demand is met without diminishing the viability of nearby commercial properties with the same customer base. (Further implemented by Action LU.2.6.1)	Yes	The proposed project includes Regional and Local Town Centers in several locations within the project area as well as Village Commercial areas, consistent with the City's Building Blocks Concept and the General Plan. The General Plan's designation, location and size of retail land uses within the Specific Plan area were based on technical analysis contained in the General Plan Proforma.
Policy LU.3.4 Consult with state and federal regulatory and resource	Yes	Responsible State and federal regulatory and resource agencies were contacted during the design of the proposed project as well as during

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
agencies during initial review of development projects to identify potential environmental conflicts and establish, if appropriate, concurrent application processing schedules.		the preparation process for the EIR/EIS. Additionally, the lead agency for the EIS is the U.S. Army Corps of Engineers, a major stakeholder in the project. Additional input was obtained during the formal public review period for the Draft EIR/EIS.
Policy LU.3.5 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 opportunities arise.	Yes	The proposed project includes the provision of a community park, seven public parks, a private recreation site and passive recreation features associated with proposed drainage facilities (e.g., trails), which have involved close coordination with the Cordova Park and Recreation District.
Policy LU.3.9 Ensure that land uses adjacent to or near Mather Airport are subject to the location, use, and height restrictions of the most recently adopted CLUP at the time of development consideration, except when the CLUP is under an update process. In the circumstance of a CLUP update, coordinate with the County in the review of development projects to determine the most appropriate development restrictions for the continued operation of the airport.	Yes	Industrial uses within the proposed project were purposefully sited within the approach path and corresponding 60 CNEL noise contours for Mather Airport that have been identified by the County. Industrial uses do not constitute sensitive receptors for noise issues. All other areas of concern in the CLUP would not be impacted by the proposed project. City coordination with and participation in the CLUP update process for Mather Airport is ongoing and includes consideration of the proposed project. The City has seen advance versions of the possible modifications to the existing 60 CNEL noise contours that might come out of the CLUP update and has avoided the inclusion of any noise-sensitive land uses within these possible corridors.
General Plan Urban Design Element Policies	Consistency	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. (Further implemented by Actions UD.1.3.1, UD.1.3.2 and UD.1.3.3)	Yes	See discussion under Policy LU.2.4 above for information on the walkability of the proposed project. The proposed project design meets the letter and intent of this 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 includes single family residential, medium density residential, and high density residential.
Policy UD.1.5 Develop vibrant urban cores (village centers and local town centers) as the primary activity centers of each	Yes	See discussion under Policy LU.2.6 above.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
district within the City		
Policy UD.2.1 Require new development and redevelopment areas to be designed in accordance with the City's building blocks concept.	Yes	See discussion under Policy LU.2.6 above.
Policy UD.2.2 Redefine Rancho Cordova as a mixed-use community with vibrant, livable neighborhoods and pedestrian development.	Yes	See discussion under Policy LU.2.4, Policy LU.2.6, and Policy UD.1.4 above.
Policy UD.2.6 Create streetscape designs with themes that are oriented toward and inviting to pedestrians and cyclists and that are unique in character to a district, corridor, or area within the City. (Further implemented by Action UD.2.6.5)	Yes	The proposed project includes an extensive network of pedestrian trails and paths (See discussion under Policy LU.2.4 above) as well as bicycle lanes and paths. The Specific Plan and proposed Rio del Oro Design Guidelines includes details on the design and location of these paths, providing a unique visual character.
Policy UD.3.1 Ensure quality design of new development and redevelopment with an integrated development style. (Further implemented by Actions UD.3.1.2 and UD.3.1.3)	Yes	The Specific Plan and proposed Rio del Oro Design Guidelines include guidance as to the architectural design of buildings in the project area, thereby establishing a cohesive style for the project area.
Policy UD.3.3 Promote the incorporation of public spaces and pedestrian amenities into all commercial and mixed-use projects. (Further implemented by Actions UD.3.3.2 and UD.3.3.3)	Yes	See discussion under Policy UD.2.6 and Policy LU.3.5 above. As the proposed project includes extensive pedestrian and bicycle amenities and public spaces such as parks and schools, the proposed project is consistent with this policy.
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 proposed project was designed consistent with the General Plan and would integrate with planned development to the south of the proposed project and includes buffering from existing industrial uses to the west of the site. The character of development within the proposed project is in-line and consistent with land uses under development to the south and development planned by the City to the north and east. The character of the proposed project will be guided by the City's adopted Design Guidelines, the Specific Plan, and proposed Rio del Oro Design Guidelines.
General Plan Economic Development Element Policies	Consistency	Analysis

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
Policy ED.1.1 Ensure that an adequate supply of land is designated for future development of an economically viable and livable community. (Further implemented by Action ED.1.1.1)	Yes	The proposed project's land use mix is consistent with the General Plan land use provisions for the Rio del Oro Planning Area and includes large areas for retail and employment uses. Retail locations are generally consistent with the market analysis and retail strategy conducted for the General Plan.
Policy ED.1.4 New industrial uses using large amounts of material and with low employment densities, such as warehousing, should generally be directed toward the Highway 16 corridor and areas constrained by the overflight path.	Yes	Industrial uses within the proposed project, which could include uses such as those described in this policy, will be limited to the overflight path from Mather Airport.
Policy ED.1.8 Provide a variety of housing types in Rancho Cordova to support a diverse economy, including workforce housing, move-up housing and executive housing.	Yes	As identified in the Rio del Oro Specific Plan Land Use Plan, the proposed project includes single-family residential, medium-density residential, and high-density residential that meets the intent of this policy.
Policy ED.2.1 Provide a mix of neighborhood retail, community retail, regional retail and specialty retail to serve Rancho Cordova and surrounding communities to achieve the recommendations outlined in the City's Retail Strategy. (Further implemented by Action ED.2.1.1)	Yes	See discussion under Policy LU.2.6 above.
Policy ED.2.3 Strategically locate regional retail properties to take advantage of the local and regional transportation corridors (e.g., Highway 50, State Route 16, light rail, etc.) and integrate local retail and services into neighborhoods. (Further implemented by Action ED.2.3.1)	Yes	Retail within the proposed project is located along Rancho Cordova Parkway, Sunrise Boulevard and Americanos Boulevard. Rancho Cordova Parkway will eventually connect directly to US-50. Additionally, the proposed project includes a roadway system that connects southward to Douglas Road and Sunrise Boulevard. Sunrise Boulevard leads directly to SR-16. Transit planned for the proposed project would provide access to Light Rail at the Sunrise Station. Neighborhoods within the proposed project are all served by local retail uses (village and local town centers).
General Plan Housing Element Policies	Consistency	Analysis
Policy H.1.1 Improve the City's jobs-housing balance through ensuring that housing development in Rancho Cordova provides opportunities for all income levels in order to serve the full range of available and projected jobs in the City.	Yes	The proposed project includes single-family low-density residential, medium-density residential, and high-density residential. The range of housing densities will provide both for sale and rental opportunities in a wide range of housing types for different income levels and to house the City's workers.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
Policy H.1.2 Maintain adequate sites that support a range of housing types appropriate for the city's housing needs, taking into account employment projections, household growth, and the City's share of regional housing needs. (Further implemented by Action H.1.2.1)	Yes	Action H.1.2.1 requires that 5% of the residential acreage be designated for >10du/ac and 5% of the residential acreage be designated for >30 du/ac. The proposed project currently provides 13.7% of the residential acreage for medium density residential (6.1 – 18 du/ac) and 5.2% of the residential acreage for high density residential (18.1 – 40 du/ac). Specific Plan text clarifies that a minimum 5% of the land designated for residential uses will be developed at a minimum of 10 du/ac and that a minimum 5% of the land designated for residential uses will be developed at a minimum 30 du/ac. Consistent with action H.1.2.1, if subsequent development occurs at densities higher than those minimum densities, the corresponding acreage for remaining development at the minimum density can be reduced.
Policy H.1.3 Promote a broader range of housing options for executives. (Further implemented by Action H.1.3.1)	Yes	Specific Plan Exhibit 3-3 identifies candidate locations for executive housing and Development Standards and Design Guidelines includes specific standards for executive lot, single family residential development.
Policy H.1.4 Promote higher density housing in close proximity to transit, employment, and appropriate services, such as transit-oriented development.	Yes	See discussion under Policy H.1.1 above. Higher density residential within the project area is located near proposed commercial and employment centers within the project and along roadways identified for transit service (i.e., Rancho Cordova Parkway).
Policy H.1.5 Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project's plan for providing affordable housing. (Further implemented by Action H.1.5.1 with guidelines provided in Policy H.1.6)	Yes	With regard to the Tier One approvals, City staff has evaluated the Rio del Oro land use plan under the Specific Plan and determined that there are adequate high density residential sites to accommodate affordable housing within the project. An Affordable Housing Plan is required as part of the Tier Two Entitlements for the Project (in conjunction with the required Financing Plan, Phasing Master Plan) which will set forth the specific program for compliance with this policy which may include payment of fees for affordable housing.
Policy H.1.6 The City has established the following guidelines to provide direction for the review of Affordable Housing Plans associated with individual development projects and to provide direction for the preparation of an Affordable Housing Ordinance if one is to be developed. If an Affordable Housing Ordinance is adopted, the City shall review this policy and the following actions for consistency	Yes	See discussion under Policy H.1.2 and Policy H.1.5 above and Action H.1.6.1 below.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
and shall amend the General Plan as necessary to maintain consistency.		
Action H.1.6.1 - The Affordable Housing Plan shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement.	Yes	The Tier One Entitlements for the Project require approval of an Affordable Housing Plan as part of the Tier Two Entitlements and prior to the commencement of development of the Project. Most development in the City has historically occurred with a single tier or step of major land use planning in which a specific plan, comprehensive development agreement, a detailed financing plan, a phasing plan and housing agreement are all simultaneously approved as the first stage of project entitlement. The requirement for approval of the Project Affordable Housing Plan as part of the Tier Two Entitlements for this project is consistent with this policy because other primary entitlements that are related to the Affordable Housing Plan are required as part of the Tier Two Entitlements, such as the Financing and Phasing Plan. In addition, no physical development of the property can occur until the Affordable Housing Plan is approved by the City..
Policy H.4.1 Ensure that neighborhoods are developed in a balanced, sustainable manner, avoiding over-concentration of affordable housing or over-sized rental complexes and providing a range of housing prices and rents. (Further implemented by Action H.4.1.2)	Yes	As identified in the Rio del Oro Specific Plan Land Use Plan, higher densities of housing within the project are interspersed with lower density residential, avoiding over concentration. Additionally, the Rio del Oro development standards and design guidelines allow second dwelling units in most of the single family residential designations and some of the medium density residential areas.
Policy H.4.5 Ensure that adequate parking is available in multi-family rental properties, condominiums, townhomes, and senior facilities.	Yes	Multi-family residential parking standards listed in the Rio del Oro Development Standards and Design Guidelines are consistent with the current standards in the City zoning code.
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	See discussion under Policy H.1.1 above. Higher density residential development is included within the proposed project and is typically associated with townhomes and other multi-family homes as well as small lot detached homes.
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-	Yes	Development and subsequent projects under the Rio del Oro Specific Plan will be required to comply with recently adopted changes to Title 24 of the California Code of Regulations regarding energy efficiency during future planning review by the City. The Rio del Oro Air Quality

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
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. (Further implemented by Actions H.6.1.1 and H.6.1.4)		and Emissions Reduction Plan also includes energy reduction measures that would be applied to future development of the site.
General Plan Circulation Element Policies	Consistency	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. (Further implemented by Actions C.1.1.1 through C.1.1.5)	Yes	The Rio del Oro Specific Plan Circulation Plan (Exhibit 4-2) is consistent with the General Plan Roadway System and Sizing Diagram.
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. (Further implemented by Actions C.1.2.1 and C.1.2.2)	Yes, With Mitigation	The analysis included in Section 3.14 of this EIR/EIS utilized LOS D as the minimum acceptable level of service for roadways analyzed in the section and identifies feasible mitigation measures to reduce the project's impact to City roadway facilities as well as identifies where maintaining LOS D is not feasible, and/or would conflict with other City goals. The project design provides for new roadway connections and additional trail, bike and transit facilities to promote non-vehicular transportation. The Specific Plan land use mix also provides for residential, retail, employment, and public (parks) uses within close proximity that would reduce length of vehicle miles traveled and internalize project traffic.
Policy C.1.5 Design the circulation system serving the City's industrial areas to safely accommodate heavy truck traffic.	Yes	Industrial uses within the project area are located adjacent to Rancho Cordova Parkway, a major thoroughfare through the project connecting development south of the project area with planned development to the north. This roadway will be capable of handling heavy truck traffic. The roadways within the proposed project (e.g., International Drive) also allow for direct connections to Sunrise Boulevard, another roadway capable of handling heavy truck traffic.
Policy C.1.7 Require the installation of traffic pre-emption devices for emergency vehicles (police and fire) at all newly constructed intersections and seek to retrofit all existing intersections to incorporate these features.	Yes	The Specific Plan requires the installation of traffic pre-emption devices on all signalized intersections within the project area. Therefore, the proposed project is consistent with this policy.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
Policy C.1.9 In an effort to reduce automotive traffic and increase the use of other travel modes, support the use of trip reduction programs. (Further implemented by Actions C.1.9.1 and C.1.9.2)	Yes	See analysis above for Policy C.1.2. The Rio del Oro Air Quality and Emissions Reduction Plan also includes the project's participation in a Traffic Management Association.
Policy C.2.1 Create a system of on- and off-street trails and multi-use paths, as generally illustrated on Figure C-2, that are used for walking and bicycling and that are attractive, natural, and safe transportation corridors.	Yes	The proposed project includes a bike and trail plan that provides for an extensive trails network. Many of these trails are located in greenbelts, landscaped parkways, and along open space corridors within the proposed project. Additional circulation features for pedestrians and bicycles are also planned along major roads within the project with enhanced roadway crossings for improved safety.
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	Transit is planned for Rancho Cordova Parkway within the project area. The planned trails system and bike lanes within the proposed project would allow for pedestrian connections to potential transit stops within the site as well as with residential, retail and employment uses.
Policy C.2.3 In designing development projects, design for the pedestrian first. (Further implemented by Actions C.2.3.1 through C.2.3.3)	Yes	See discussion under Policy C.2.1 and Policy C.2.2 above.
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. (Further implemented by Actions C.2.4.1 and C.2.4.2)	Yes	All roadways within the project area include sidewalks that are subject to the City's requirements for width, as stated in the Design Guidelines for the City and enforced during Design Review and Public Works review of subsequent projects within the proposed project area.
Policy C.2.5 Provide safe and convenient bicycle access to all parts of the community. (Further implemented by Actions C.2.5.1 through C.2.5.6)	Yes	See discussion under Policy C.2.1 and Policy C.2.2 above.
Policy C.2.6 Provide on-street bike lanes along all connector roadways	Yes	See discussion under Policy C.2.1 and Policy C.2.2 above.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
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.		
Policy C.3.3 Promote the integration of transit facilities into new development. (Further implemented by Actions C.3.3.1 and C.3.3.2)	Yes	See discussion under Policy C.2.2 above. The specific plan itself does not call for transit facilities within the project area. The Transit System Map identifies a transit route along Rancho Cordova Parkway within the proposed project. The proposed project does not include any characteristics that would impede establishment of such a transit route.
Policy C.5.2 Require proposed new development projects to analyze their contribution to increased traffic and to implement improvements necessary to address their impact on facilities not covered by a fee program.	Yes, with Mitigation	Analysis and mitigation (where possible) of the traffic related impacts of the proposed project are included in this EIR/EIS in section 3.14. This mitigation is designed to address the project's impact on transportation facilities.
General Plan Open Space, Parks, and Trails Element Policies	Consistency	Analysis
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. (Further implemented by Actions OSPT.1.1.1 through OSPT.1.1.3)	Yes	The proposed project would meet the City's minimum standards for parkland dedication of 5 acres per 1000 population. It should be noted that the High Density Alternative would not be consistent with this policy.
Policy OSPT.1.3 Encourage park development adjacent to school sites and other compatible uses (public and private) for enhanced civic space and integration into the community. (Further implemented by Actions OSPT.1.3.1 and OSPT.1.3.2)	Yes	All school sites and designated Public/Quasi Public sites within the proposed project are situated immediately adjacent to a park.
Policy OSPT.1.6 Provide sports and recreation facilities sufficient to attract regional sporting events. (Further implemented by Actions OSPT.1.6.1 and OSPT.1.6.2)	Yes	The proposed project includes a community park site that is planned to include sport facilities that could attract regional sporting events. In addition, the proposed Specific Plan would allow for the development of a sports complex within the "MP" land use designations on the site.
Policy OSPT.2.1	Yes	The project provides publicly accessible open space consistent with General Plan Action OSPT.2.1.2 that requires Mandatory Open Space

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
Review all proposals for new residential development to ensure compliance with the City's minimum open space standards.		in the amount of 1.75 acres per 1,000 residents. Additionally, Action OSPT 2.1.5 has been implemented throughout the proposed project site with the incorporation of greenbelts and landscape corridors.
Policy OSPT.2.3 Maximize the potential benefits of natural resource mitigation lands within urban development. (Further implemented through Actions OSPT.2.3.1 and OSPT.2.3.2)	Yes	The wetland 507-acre preserve/mitigation bank in the southern portion of the project area not only provides mitigation but also a benefit to the visual quality for the site. Trails are planned along the perimeter of the preserve (outside the actual preserve area) in order to increase the aesthetic value of the preserve (See exhibit 2-13 of the Draft EIR/EIS for a description of the Bikeway and Trails Plan).
Action OSPT.2.3.1: - Encourage projects to accomplish the following: Align roads and public spaces to take advantage of vistas over mitigation lands; Site publicly accessible trails adjacent to the boundaries of mitigation lands to take advantage of the open character and uninterrupted edge of the mitigation lands; and Consider locating public parks adjacent to mitigation lands to create a greater sense of open space and to take advantage of opportunities for vistas and trail connections.	Yes	See Policy 2.3 discussion above. Also see Draft EIR-EIS Exhibit 2-13 for a description of the Bikeway and Trails Plan. Relating to locating parks in close proximity to mitigation lands, exhibit 2-4 of the EIR/EIS shows a large 54 acre private recreation area immediately adjacent to the 507 acre wetland preserve.
Action OSPT.2.3.2 - Through the development review process, incorporate design features that increase visual access to natural resource mitigation lands.	Yes	The 507 acre wetland preserve is surrounded by trails and roadways that will give a relatively unimpeded view of the wetland preserve. See Policy discussion 2.3 above.
General Plan Infrastructure, Services, and Finance Element Policies	Consistency	Analysis
Policy ISF.2.3 Ensure that adequate funding is available for all infrastructure and public facilities, and make certain that the cost of improvements is equitably distributed. (Further implemented by Actions ISF.2.3.1 and ISD.2.3.2)	Yes	The project includes a proposed financing plan. An approved financing plan must be completed prior to the start of construction activities.
Policy ISF.2.1 Ensure the development of public infrastructure that meet the long-term needs of residents and ensure infrastructure is available at the time such facilities are needed (Further implemented by Action ISF.2.1.1 and ISF 2.1.2)	Yes, with Mitigation	The project's compliance with this policy is examined in detail in the recirculated DEIR/supplemental DEIS water supply analysis. Overall, the DEIR/DEIS analysis demonstrates consistency with this Policy. In summary, long-term potable water would be provided by Sacramento County Water Agency (SCWA). However, the permanent long-term

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		water supply cannot be delivered to the project site until the SCWA facilities (Vineyard Surface Water Treatment Plant, the Freeport Regional Water Project, and the North Service Area Pipeline Project) have been constructed and are online. In the near term, Golden State Water Company has indicated that it would have an adequate water supply to serve Phase 1A. Several water supply options for providing initial water to the remaining Phase 1 development have been identified, including water from Golden State Water Company and other alternative sources. Mitigation Measures 3.5-2 and 3.5-3 include the requirements of Actions ISF 2.4.1 and 2.4.2 that certain showings on an available water supply and infrastructure be made prior to approval of various entitlements (see recirculated DEIR/supplemental DEIS Section 3.5 for a description of infrastructure improvements).
Action ISF.2.1.1 – Except when prohibited by state law, require sufficient capacity in all public facilities to maintain desired service levels and avoid capacity shortages, traffic congestion, or other negative effects on safety and quality of life.	Yes, with Mitigation	See discussion under Policy ISF 2.1 for water supply.
Action ISF.2.1.2 – Adopt a phasing plan for the development of public facilities in a logical manner that encourages the orderly development of roadways, water and sewer, and other public facilities.	Yes	A Public Facilities Infrastructure/Phasing Plan is required to be approved under Tier Two Entitlements for the Project prior to any development occurring on the Project site. The plan would provide specific details regarding the phasing, sizing, alignment and location, cost estimates, and construction timing requirements for public facilities and infrastructure for each phase of the Rio del Oro project site.
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	The City of Rancho Cordova has consulted with SCWA on water demand and supply for the project. A water supply assessment has been prepared and approved by SCWA for this project. SCWA and Aerojet have entered into a new 2010 Agreement under which Aerojet is transferring 8,900 afy of GET water to SCWA. Under the 2010 Agreement, SCWA acknowledges that the 8,900 afy will provide SCWA with sufficient available water to supply the Project, and SCWA further confirmed this fact in writing to the City on June 10, 2010 (Correspondence from Keith DeVore to Cyrus Abhar). All responsible agencies and service providers, including the Folsom Cordova Unified School District, the Cordova Recreation and Park District, utilities, regional transit, and other service districts have been coordinated with in development of the Specific Plan.

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Policy ISF.2.3 Ensure that adequate funding is available for all infrastructure and public facilities, and make certain that the cost of improvements is equitably distributed (Further implemented by Action ISF.2.3.1 and ISF 2.3.2).	Yes	A proposed financing plan is required to be approved under Tier Two Entitlements for the Project prior to any development occurring on the Project site. The financing plan would define the specific mechanisms required to fund capital costs of all infrastructure necessary as a result of specific plan buildout. The Financing Plan would define funding for the maintenance of new infrastructure and public services needed by the future residents and business locating within the Rio del Oro project site.
Action ISF.2.3.1 – Require secure financing for all components of the transportation system through the use of special taxes, assessment districts, developer dedications, or other appropriate mechanisms. Financing should be sufficient to complete required major public facilities at their full planned capacities in a single phase. Major facilities include roadways of collector size or larger; all wells, water transmission lines, treatment facilities, and storage tanks needed to serve the project; and all sewer trunk and interceptor lines and treatment plants or treatment plant capacity.	Yes	See Action ISF 2.1.2 and Policy 2.3 discussion above.
Action ISF.2.3.2 – Require new development to fund its fair share portion of its impacts to all public infrastructure and facilities.	Yes	See Policy ISF 2.3 discussion above.
Policy ISF.2.4 Ensure that water supply 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 (Further implemented by Action ISF.2.4.1).	Yes, with Mitigation	See discussion under Policies ISF.2.1. and 2.3 above for information on water supply, infrastructure and financing. Actions ISF 2.4.1 and 2.4.2 which implement this policy are required as mitigation measures in the recirculated DEIR/supplemental DEIS. Off-site water supply infrastructure for delivery of initial water supplies to the project site is included in the project design, as well as on-site water supply infrastructure that would be adequately sized to accommodate project-related water demands and fire-flow demands. An approved water supply assessment consistent with the requirements of SB 610 is provided in Appendix D of the DEIR/DEIS. See Mitigation Measures 3.5-2 and 3.5-3 of the recirculated DEIR/supplemental DEIS.
Action ISF.2.4.1 – The following shall be required for all legislative-level development projects, including community plans, general plan amendments, specific	Yes, with Mitigation	See discussion under Policies 2.1, 2.3, and 2.4 above. This Action is required as a mitigation measure for the project. See Mitigation Measures 3.5-2 and 3.5-3 of the recirculated DEIR/supplemental DEIS.

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plans, rezonings, and other plan-level discretionary entitlements, but excluding tentative subdivisions maps, parcel maps, use permits, and other project-specific discretionary land-use entitlements or approvals: Proposed water supplies and delivery systems shall be identified at the time of development project approval to the satisfaction of the City. The water agency or company proposing to provide service (collectively referred to as "water provider") to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually of providing water to the project. The project applicant or water provider shall make a factual showing prior to project approval that the water provider or providers proposing to serve the development project has or have legal entitlements to the identified water supplies or that such entitlements are reasonably foreseeable by the time of subsequent, project-specific discretionary land-use entitlements or approvals. This factual showing shall also demonstrate that the water provider's identified water supply is reasonably reliable over the long term (at least 20 years) under normal, single-dry and multiple-dry years. All required water treatment and delivery infrastructure for the project shall be in place at the time of subsequent, project-specific discretionary land-use entitlements or approvals, or shall be assured prior to occupancy through the use of bonds or other sureties to the City's satisfaction. Water infrastructure may be phased to coincide with the phased development of large-scale projects.		
Action ISF.2.4.2 – The following shall be required for project-specific discretionary land-use entitlements and approvals including, but not limited to, all tentative subdivision maps, parcel maps, or use permits. An assured water supply and delivery system shall be available or reasonably foreseeable at the time of project approval. The water agency providing service to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually	Yes, with Mitigation	See discussion under Policies 2.1, 2.3 and 2.4 above. This Action is required as a mitigation measure for the project (see Mitigation Measures 3.5-2 and 3.5-3 in Section 3.5 of the recirculated DEIR/supplemental DEIS).

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of providing water to the project. The project applicant, water agency (or agencies), or water company (or companies) providing water service to the project site shall make a factual showing consistent with, or the City shall impose conditions similar to, those required by Government Code section 66473.7 in order to ensure an adequate water supply for development authorized by the project. Prior to recordation of any final subdivision map, or prior to City approval of any similar project-specific discretionary land use approval or entitlement required for nonresidential uses, the project applicant or water provider shall demonstrate the availability of a long-term, reliable water supply for the amount of development that would be authorized by the final subdivision map or project-specific discretionary non-residential approval or entitlement. This assurance of water supply shall identify that the water provider has legal entitlement to the water source and that the water source is reasonably reliable (at least 20 years) under normal, dry and multiple dry years. Such demonstration shall consist of a written certification from the water provider that either existing sources are available or that needed improvements will be in place prior to occupancy. Offsite and onsite water infrastructure sufficient to provide adequate water to the subdivision shall be in place prior to the issuance of building permits or their financing shall be assured to the satisfaction of the City prior to the approval of the Final Map, consistent with the requirements of the Subdivision Map Act, or prior to the issuance of a similar, project-level entitlement for non-residential land uses. Offsite and onsite water distribution systems required to serve the subdivision shall be in place and contain water at sufficient quantity and pressure prior to the issuance of any building permits. Model homes may be exempted from this policy as determined appropriate by the City, and subject to approval by the City.		
Policy ISF.2.5	Yes, with	Mitigation measure 3.6-2 in Section 3.6 of this EIR/EIS requires that the

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Ensure that water flow and pressure are provided at sufficient levels to meet domestic, commercial, industrial, and firefighting needs.	Mitigation	applicant incorporate fire code and fire flow requirements into the project design.
Policy ISF.2.6 Ensure that sewage 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 other sureties. (Further implemented by Actions ISF.2.6.1 and ISF.2.6.3)	Yes, with Mitigation	Sanitary sewer service for the project site would be provided by SRCSD and County Sanitation District No. 1 (CSD-1). Mitigation measure 3.5-6 of the EIR/EIS requires that all phases of the project demonstrate adequate capacity at the SRWTP for new wastewater flows generated by the projects.
Policy ISF.2.7 Minimize visual impacts and physical impediments of utility infrastructure and equipment. (Further implemented by Action ISF.2.7.2)	Yes	The majority of utility infrastructure will be installed underground, eliminating visual impacts. Electrical supply infrastructure is commonly installed underground between power substations and individual customers. However, two substations would be constructed on the project site along with any electrical lines that are over 69 kV. Telephone and cable television are installed underground as well. Water supply and wastewater infrastructure is to be installed under roadways. Therefore, the proposed project is consistent with this policy.
Policy ISF.4.1 Encourage school districts to locate and site facilities in an integrated manner with the rest of the community.	Yes	The Rio del Oro Specific Plan Land Use Plan includes site locations for schools based on consultations with the Folsom Cordova Unified School District, as well as State school siting criteria published by the California Department of Education and the siting provisions under the General Plan regarding walkability of communities.
General Plan Natural Resource Element Policies	Consistency	Analysis
Policy NR.1.1 Protect rare, threatened, and endangered species and their habitats in accordance with State and federal law. (Further implemented through Actions NR.1.1.1 through NR.1.1.4)	Yes, with Mitigation	Federally listed vernal pool invertebrate species No project construction shall proceed in areas supporting potential habitat for federally listed vernal pool invertebrates, or within adequate buffer areas (250 feet or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS), until a Biological Opinion (BO) has been issued by USFWS in accordance with the Endangered Species Act and the project applicant(s) have abided by conditions in the BO (including conservation and minimization measures) intended to be completed before on-site construction (See mitigation measure 3.10-4). A revised draft wetland Mitigation Monitoring Program (MMP) was developed by ECORP Consulting in September 2007 and is the

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applicant's proposed plan for addressing project impacts on habitats that potentially support federally listed vernal pool invertebrates. The draft MMP, included in Appendix B to the EIR, is subject to review and approval by the appropriate regulatory agencies and has not been approved as of the date of this document. The design of the project's on-site and off-site mitigation under the draft MMP will be required to be viable to support federally listed vernal pool invertebrate species. The on-site preserve is a large contiguous area –507-acres in the southern portion of the project site. The wetland preserve would consist of the highest quality and highest density vernal pools and seasonal wetlands in the project area. (See EIR/EIS Section 3.10) Wetland acreages within the wetland preserve that provide potential habitat for federally listed vernal pool invertebrates include 20.4 acres of existing vernal pools, 2.5 acres of seasonal wetland swale, 3.3 acres of seasonal wetland, and the creation of approximately 17.9 acres of vernal pools that would provide habitat. The watershed in the preserve is sufficient to provide needed hydrology for all the existing and created vernal pools in the preserve area. This conclusion is based on the site design of the project and the hydrologic analysis of a topographic model of the wetland preserve derived from Light Detection and Ranging (LiDAR)- technology. The LiDAR analysis concluded that the configuration of the preserve conserves almost 100% of the original watershed area and would not negatively impact the hydrologic function of the vernal pools.

The proposed project's construction design would retain interconnections between on-site habitats by including measures to reduce interference with the hydrology that sustains vernal pools on-site. Within the proposed preserve of the proposed project, no alterations would be made to Morrison Creek. Where Morrison Creek approaches the western boundary of the project site downstream from the preserve, the creek would be modified to provide for project drainage and to permit construction of a large overbank flood-detention area. (EIR/EIS, p. 2-21) The proposed preserve is already bisected by existing roadways and culverts and the proposed roadways do not result in fragmentation of the on-site preserve. Although new roadways (Americanos and Rancho Cordova Parkway) will be constructed through the wetland preserve, the project would include a special bridge design ("con-span") where these roadways cross Morrison Creek in the wetland preserve (Exhibits 3.10-4 and 3.10-5) and where the southern portion of Villagio Drive crosses Morrison

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		Creek. (EIR/EIS, p. 2-22) These natural substrate span crossings would be sized to provide for wildlife movement (including invertebrate species that occur in the preserve) and minimize habitat fragmentation. Furthermore, the alignment and design of the roadways is consistent with policies in the Circulation Element and Land Use Element of the General Plan. These two roadways are shown in the General Plan as critical north-south arterials needed to relieve congestion along Sunrise Boulevard and their environmental impacts on biological resources were programmatically addressed in the Rancho Cordova General Plan EIR. Although connectivity to off-site habitat is not required under the policy, the project preserve connects to the proposed preserve area to the east. There is no possible physical interconnection from the proposed preserve area to preserve lands on adjacent properties to the west and south because existing roadways (Sunrise Boulevard and Douglas Road) and development create a barrier to connectivity. In addition, there are no existing or proposed preserves adjacent to the south or west of the project site. Connectivity of Morrison Creek will be maintained upstream and downstream. Valley Elderberry Longhorn Beetle (VELB) The EIR includes mitigation measure 3.10-4b to address impacts to the Valley Elderberry Longhorn Beetle (VELB). Mitigation measure 3.10-4b requires that prior to construction, the applicant shall obtain a Biological Opinion (BO) from USFWS under the Endangered Species Act, and that the applicant abides by all provisions contained in the BO, including conservation and minimization measures. At a minimum, a "no-net-loss" of VELB habitat shall be achieved. Swainson's Hawk Mitigation measure 3.10-4d included in Section 3.10 of this EIR would ensure that the proposed project would protect this species in accordance with State law. Mitigation measure 3.10-4d requires that the applicant shall preserve, to the satisfaction of the City, suitable Swainson's hawk foraging habitat to ensure 1:1 mitigation of habitat value. Project impacts and proposed mitigation approach has been generally reviewed by the City and California Department of Fish and Game.

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		Special Status Plants and Associated Habitat The EIR/EIS presents mitigation measure 3.10-5 to address impacts to the population of Greene's legene located on the project site. Mitigation measure 3.10-5 requires that a mitigation and monitoring plan be developed for Green's legene that maintains viable plant populations on-site and shall include avoidance measures for the existing population to be retained and mitigation measures for the populations to be directly affected.
Action NR.1.1.1 - Incorporate large habitat preserves and interconnected wildlife corridors in new development areas to provide ample space for animal movement.	Yes, with Mitigation	The Project includes an on-site preserve that is a large area – 507-acres on the southern portion of the project site. Since the preserve is one nearly contiguous area, it provides on-site interconnections for invertebrate and other species. The roadways do not result in fragmentation of the on-site preserve. Although there will be new roads constructed through the wetland preserve, the project would include a special bridge design ("con-span") where the southern portion of Rancho Cordova Parkway crosses the wetland preserve and where the southern portion of Villagio Drive crosses Morrison Creek. (EIR/EIS, p. 2-22) Another con-span bridge would be constructed where Americanos Boulevard crosses Morrison Creek. (EIR/EIS, Exhibit 2-13). These natural substrate span crossings would provide for wildlife movement, including invertebrate species, and minimize habitat fragmentation. Bridge design would include a large enough span area to provide movement corridors for terrestrial wildlife even during high flows (i.e., the entire span would not be inundated). Furthermore, the alignment and design of the roadways is consistent with policies in the Circulation Element and Land Use Element of the General Plan. These two roadways are shown in the General Plan as critical north-south arterials needed to relieve congestion along Sunrise Boulevard and their environmental effects were programmatically evaluated in the Rancho Cordova General Plan. See also discussion in Policy NR1.1 above.
Action NR.1.1.2 – Review projects through the entitlement process and CEQA analysis to ensure that they comply with this policy if the site contains unique habitat, creeks, and/or wooded corridors.	Yes, with Mitigation	This EIR/EIS evaluates the environmental effects on wetland and habitat conditions. See Policy NR 1.1 and Action NR.1.1.1 discussion above.
Action NR.1.1.3 - As part of the consideration of	Yes, with	See Policy NR 1.1 and Action NR 1.1.1 discussion above for a

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development applications for individual Planning Areas containing habitats that support special-status plant and animal species that are planned to be preserved, the City shall require that these preserved habitats have interconnections with other habitat areas in order to maintain the viability of the preserved habitat to support the special-status species identified. The determination of the design and size of the "interconnections" shall be made by the City, as recommended by a qualified professional, and will include consultation with the California Department of Fish and Game and U.S. Fish and Wildlife Service.	Mitigation	description of preserved habitat on the project site. The on-site preserve has connectivity to support special-status species within the project. The watershed in the preserve is sufficient to provide needed hydrology for all the existing and created vernal pools in the preserve area. This conclusion is based on the site design of the project and GIS analysis of the watershed using a Light Detection and Ranging (LiDAR) -derived topographic model and wetland delineation conducted for the wetland preserve. The watershed analysis concluded that the configuration of the preserve conserves almost 100% of the original watershed area and would not negatively impact the hydrologic function of the vernal pools that support special status species. The final preserved habitat mitigation will be developed in consultation with USFWS and DFG where required by law and mitigation measures in the EIR/EIS. The mitigation measure establishes success criteria and requires monitoring to ensure successful implementation. Although connectivity to off-site habitat is not required under the policy, the project wetland preserve connects to the proposed preserve area (as designated by the Rancho Cordova General Plan) to the east. There is no possible physical interconnection from the proposed preserve area to preserve lands on adjacent properties to the west and south because no existing or proposed preserves are present to the south or west and existing roadways (Sunrise Boulevard and Douglas Road) and development create a barrier to connectivity. Given the disturbed conditions of the central and northern portions of the project site, no large habitat preservation areas (with the exception of VELB preserve sites) are proposed (consistent with the General Plan). However, the preserve design does include drainage parkways that would provide habitat and movement corridors for wildlife species.
Action NR.1.1.4 - Prior to the approval of any public or private development project in areas containing trees, the City shall require that a determinate survey be conducted during the nesting season (March 1 and August 31) to identify if active nesting by birds protected under the Migratory Bird Treaty Act (MBTA) is taking place. If all site disturbance is to occur outside this time, the actions described in this mitigation measure are not required. If nesting activity is observed, consultation with the City of	Yes, with Mitigation	Mitigation Measure 3.10-4c presented in the EIR/EIS is consistent with this Action. It requires preconstruction surveys during the nesting season for raptors. If active nests are found, the measure requires that appropriate buffers be established to protect the nests. No project activity shall commence within the buffer area until a qualified biologist confirms that any young have fledged and the nest is no longer active.

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Rancho Cordova Planning Department shall be conducted in order to determine the appropriate mitigation, if any, required to minimize impacts to nesting birds. No activity may occur within 100 feet of any nesting activity or as otherwise required following consultation with the California Department of Fish and Game.		
Policy NR.1.2 Conserve Swainson's hawk habitat consistent with State policies and Department of Fish and Game Guidelines. (Further implemented through Action NR.1.2.1)	Yes, With Mitigation	Mitigation measures 3.10-4c and 3.10-4d included in Section 3.10 of this EIR would ensure that the proposed project is consistent with this policy. Project impacts and proposed mitigation approach has been generally reviewed by the City and California Department of Fish and Game (City of Rancho Cordova, 2007).
Action NR.1.2.1 – Establish a Swainson's Hawk Ordinance in coordination with the California Department of Fish and Game to establish the process of mitigating for the loss of Swainson's hawk foraging habitat based on habitat value lost to development. The ordinance will set forth a process where habitat lost to development will be mitigated through the permanent protection of equivalent or better existing habitat conditions (referred to hereafter as "mitigation lands"). The specific required mitigation ratios (habitat acreage lost versus mitigation lands) and any other provisions to mitigation process shall be established through technical studies as part of the development of the ordinance and will take into account value of habitat to be converted in relation to habitat value of the mitigation lands (e.g., relation to nesting sites), proximity of the mitigation lands to adjacent conditions affecting habitat (e.g., nearby land uses and already permanently protected lands), and other relevant factors. The ordinance will also establish standards ensuring that mitigation land will be adequately protected and managed in perpetuity (e.g., via conservation easement, deed restriction or other appropriate method), and setting forth the timing of the required provision of mitigation lands in relation with the timing of the loss of habitat in the City (as its boundaries may be changed through subsequent annexations), such that mitigation lands shall be provided no later than prior to ground disturbance.	Yes, with Mitigation	The City has not formally adopted a Swainson's Hawk Ordinance. However, mitigation measure 3.10-4d presented in the EIR/EIS meets or exceeds the provisions contained in Action Item NR 1.2.1. See also Policy NR 1.2 discussion above.

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Policy NR.1.3 Promote educational programs that inform the public about natural resources.	Yes	The proposed project is consistent with this policy due to the 507-acre wetland preserve proposed for the south portion of the site. The wetland preserve will be highly visible with trails surrounding the perimeter. The preserve will allow for up close viewing by the public and emphasize the importance and benefit of wetland areas.
Policy NR.1.4 Discourage the planting of invasive species.	Yes, With Mitigation	The proposed project includes the implementation of a wetland mitigation monitoring plan that includes the use of grazing and restoration activities to maintain the vegetation conditions of the preserve. Mitigation measure 3.10-1a would require monitoring to ensure that invasive species do not adversely impact the preserve.
Policy NR.1.6 Participate in the development of a habitat conservation plan to address the unique biological resources in Rancho Cordova.	Yes	The City is currently participating in the South Sacramento Habitat Conservation Plan process.
Policy NR.1.7 Prior to project approval, the City shall require a biological resources evaluation for private and public development projects in areas identified to contain or possibly contain listed plant and/or wildlife species based upon the City's biological resource mapping provided in the General Plan EIR or other technical materials. (Further implemented through Action NR.1.7.1)	Yes, With Mitigation	Biological resources impacts were evaluated in technical reports prepared by the project applicant and peer reviewed by the EIR/EIS consultant. Project impacts will be mitigated so that any decline of affected special status species will not cause a substantial adverse impact on viability of regional populations of these species. The mitigation for federally listed vernal pool invertebrates requires no net loss of habitat (acreage, value and function) (Mitigation Measure 3.10-4a (see also Mitigation Measure 3.10-1a (mitigation for wetlands and vernal pool impacts)). The mitigation includes performance standards and criteria to ensure that created and preserved habitat will be successfully maintained. The mitigation is to be designed in coordination with USFWS consultation and regulatory process (Section 7 biological opinion) to ensure the viability of the species regional population is not adversely affected. Similarly, the mitigation for the Valley Elderberry Longhorn Beetle requires no net loss of habitat (Mitigation Measure 3.10-4b). New habitat will be subject to performance standards and success criteria to ensure that habitat will be successfully maintained. The mitigation is developed in coordination with USFWS and DFG. The mitigation includes the incidental take permit and Section 7 consultation process for federally protected species. These processes will also ensure that the viability of the species regional population is not adversely affected. Impacts to Swainson's hawk are mitigated by ensuring 1:1 mitigation of habitat value for foraging habitat lost as a result of the Project (Mitigation

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		Measure 3.10-4c and 4d). The mitigation measure establishes criteria to determine a habitat value and requires consultation with DFG. Since impacted habitat will be replaced by habitat of equal acreage, value and function, the project will not result in decline of any protected species that will affect viability of regional populations. There is no evidence in the EIR/EIS that the loss of habitat from the project will result in an adverse significant impact on the viability of special status species in the region.
Action NR.1.7.1 - For those areas in which special status species are found or likely to occur or where the presence of species can be reasonably inferred, the City shall require mitigation of impacts to those species that ensure that the project does not contribute to the decline of the affected species populations in the region to the extent that their decline would impact the viability of the regional population. Mitigation shall be designed by the City in coordination with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG), and shall emphasize a multi-species approach to the maximum extent feasible. This may include development or participation in a habitat conservation plan.	Yes, with Mitigation	Project impacts will be mitigated so that any decline of affected special status species will not cause a substantial adverse impact on viability of regional populations of these species. The mitigation for federally listed vernal pool invertebrates requires no net loss of habitat (acreage, value and function) (Mitigation Measure 3.10-4a (see also Mitigation Measure 3.10-1a (mitigation for wetlands and vernal pool impacts)). The mitigation includes performance standards and criteria to ensure that created and preserved habitat will be successfully maintained. The mitigation is to be designed in coordination with USFWS consultation and regulatory process (Section 7 biological opinion) to ensure the viability of the species population is not adversely affected. Similarly, the mitigation for the Valley Elderberry Longhorn Beetle requires no net loss of habitat (Mitigation Measure 3.10-4b). New habitat will be subject to performance standards and success criteria to ensure that habitat will be successfully maintained. The mitigation is developed in coordination with USFWS and DFG. The mitigation includes the incidental take permit and Section 7 consultation process for federally protected species. These processes will also ensure that the viability of the species population is not adversely affected. Impacts to Swainson's hawk are mitigated by ensuring 1:1 mitigation of habitat value for foraging habitat lost as a result of the Project (Mitigation Measure 3.10-4c and 4d). The mitigation measure establishes criteria to determine a habitat value and requires consultation with DFG. Habitat impacts will be mitigated through the preservation and creation of equal acreage, value and function, the project will not result in decline of any protected species that will affect viability of regional populations. There is no evidence in the EIR/EIS that the loss of habitat from the project will result in an adverse significant impact on the viability of special status species for the region. A loss of habitat on the project site does not constitute an effect that would result in loss of

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		viability of species in the region since there is other habitat in the region that supports the species. See Policy NR 1.1 above for a discussion of mitigation required as a result of impacts to special status species.
Policy NR.1.8 The City shall encourage creation of habitat preserves that are immediately adjacent to each other in order to provide interconnected open space areas for animal movement.	Yes	This policy encourages, but does not require, creation of adjacent habitat preserves. As discussed above, the size and location of the proposed preserve supports many natural resources policies. The project wetland preserve connects to the proposed preserve area to the east. There is no possible physical interconnection from the proposed preserve area to lands on adjacent properties to the west and south because existing roadways (Sunrise Boulevard and Douglas Road) and development create a barrier to connectivity. There are no existing or proposed preserve areas adjacent to the south or west of the project site and the Agency Conceptual Strategy does not recommend any. Connectivity of Morrison Creek would be maintained upstream and downstream of the project site, providing opportunities for animal movement. Given the disturbed conditions of the central and northern portions of the project site, no large habitat preservation areas (with the exception of VELB preserve sites) are proposed (consistent with the General Plan). However, the preserve design does include drainage parkways that would provide for habitat and movement of wildlife species.
Policy NR.1.9 The City shall require that impacts to riparian habitats be mitigated at a no net loss of existing function and value based on field survey and analysis of the riparian habitat to be impacted. No net loss may be accomplished by avoidance of the habitat, restoration of existing habitat, or creation of new habitat, or through some combination of the above.	Yes, with Mitigation	Section 3.10 of the EIR/EIS includes mitigation measures that address the loss of riparian habitat consistent with this policy. Mitigation measure 3.10-2b expressly requires that mitigation for impacts to riparian habitats meet the performance standard of "no net loss" of overall habitat values and functions through either on-site or off-site efforts. The types of mitigations under the measure are consistent with the options identified in this policy. As identified in Section 3.10 of the EIR/EIS, the majority of the riparian habitat is of poor quality and would be mitigated consistent with its current value (e.g., nesting and foraging habitat).
Policy NR.1.10 The City shall avoid the placement of new roadways within habitat preserve to the maximum extent feasible.	Yes	The proposed project minimizes roadway crossing of the proposed wetland preserve to Rancho Cordova Parkway and Americanos Boulevard to the extent feasible. The roadways also are designed to minimize impacts on the preserve (see discussion of Policy NR.1.11 below). These roadways are integral regional roadways that are key facilities under the General Plan Roadway System and Sizing Map and

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		their environmental effects were considered in the Rancho Cordova General Plan EIR. Without these connections, the City's roadway system would not meet the key transportation provisions of the General Plan. Therefore, further avoidance of the placement of roadways in the habitat preserve areas is not feasible and would be inconsistent with the General Plan. Also, see discussion contained in policy NR 1.1.
Policy NR.1.11 In such cases where habitat preserves are crossed by a roadway, or where two adjacent preserves are separated by a roadway, the roadway shall be designed or updated with wildlife passable fencing separating the roadway from the preserve and/or shall incorporate design features that allow for the movement of wildlife across or beneath the road without causing a hazard for vehicles and pedestrians on the roadway.	Yes, With Mitigation	See discussion under Policy NR.1.10 above. Mitigation measures under Section 3.10 of the EIR/EIS address movement issues associated with changes to hydrologic conditions. The proposed construction design includes measures to reduce interference with the hydrology that sustains vernal pools on-site, including the use of con span bridge systems as natural substrate span crossings over Morrison Creek. Rancho Cordova Parkway and Americanos Boulevard would cross Morrison Creek with a clear span of the delineated wetlands within the channel bank. These natural substrate span crossings would also provide for wildlife movement, including invertebrate species, and minimize habitat fragmentation. Bridge design would include a large enough span area to provide movement corridors for terrestrial wildlife even during high flows. Furthermore, wildlife passable fencing is required by the City along the preserve boundary. Also, see discussion contained in policy NR 1.1.
Policy NR.2.1 Require mitigation that provides for "no net loss" of wetlands consistent with current State and federal policies. (Further implemented by Action NR.2.1.1)	Yes, with Mitigation	The wetland preserve would consist of the highest quality and highest density vernal pools and seasonal wetlands in the project area. (See EIR/EIS Section 3.10) Wetland acreages within the wetland preserve that provide potential habitat for federally listed vernal pool invertebrates include 20.4 acres of existing vernal pools, 2.5 acres of seasonal wetland swale, 3.3 acres of seasonal wetland, and the creation of approximately 17.9 acres of vernal pools that would provide habitat. The watershed in the preserve is sufficient to provide needed hydrology for all the existing and created vernal pools in the preserve area based on GIS analysis of LiDAR-derived topographic models and wetland delineation. Furthermore, mitigation measures included in Section 3.10 of this EIR/EIS (see Mitigation Measures 3.10-1a and 3.10-1b) require that the applicant ensure no net loss of wetlands in accordance with federal and state policies (including obtaining a 404 permit).
Action NR.2.1.1 - During the environmental review process, evaluate feasible on-site alternatives that will reduce	Yes	Section 2.5 of the EIR/EIS presents an Impact Minimization Alternative. Under the Impact Minimization Alternative, project components would

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impacts to wetland resources and effectively preserve these resources.		be reconfigured to avoid most, but not all impacts to USACE jurisdictional wetlands and high quality biological habitat. This alternative would result in 994.5 acres of wetland preserve in the southern portion of the project site. The City will determine if this alternative is feasible.
Policy NR.2.2 Ensure that direct and indirect effects to wetland habitats are minimized by environmentally sensitive project siting and design, to the maximum extent feasible.	Yes, with Mitigation	Mitigation measures under Section 3.10 of the EIR/EIS (see Mitigation Measures 3.10-1a and 3.10-1b) address direct and indirect effects to wetland resources. Because of the General Plan designation for the project area, which contemplates fairly dense urban development, the avoidance of all wetland habitat is infeasible. However, wetlands have been avoided or impacts have been minimized where feasible. The on-site preserve is a large contiguous area that contains the highest quality and highest density vernal pools and seasonal wetlands in the project area. (See EIR/EIS Section 3.10)
Policy NR.2.4 Educate the public on the importance and benefit of wetlands areas.	Yes	The proposed project is consistent with this policy due to the 507-acre wetland preserve proposed for the south portion of the site. The wetland preserve will be highly visible with trails surrounding the perimeter. The preserve will allow for up close viewing by the public and emphasize the importance and benefit of wetland areas.
Action NR.2.4.1 - Develop trails and associated educational facilities (e.g., information kiosks, signage) around wetland and vernal pool preserves where possible while maintaining the integrity of sensitive natural resources.	Yes	See discussion under Policy NR 2.4.
Action NR.2.4.2 – Consider constructing low impact trails interior to preserves, such as elevated board walkways, in coordination with the U.S. Fish and Wildlife Service and U.S. Army Corps of Engineers.	Yes	The project does not include interior trails to the preserve, but trails along the perimeter. Trails are not located in the preserve in order to minimize impacts on the preserve area.
Policy NR.2.5 The City shall require that drainage improvements that discharge into areas of wetlands to be preserved are, to the maximum extent feasible, designed to mimic the undeveloped surface water flow conditions of the area in terms of seasonality, volume, and flow velocity.	Yes, with Mitigation	Section 3.10 of the EIR/EIS presents mitigation measure 3.10-1b (Include in Drainage Plans all Wetlands that Remain on-site). This measure requires that all project phases commit to implement all measures in their drainage plans to avoid and minimize erosion and runoff into Morrison Creek in the proposed preserve and all wetlands that would remain on-site. The project proposes that the majority of drainage discharge would be outside of the wetland preserve area. The only drainage that would enter into the preserve area is a portion of the run-off from roadways located in the preserve. However, this drainage

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		would be treated before discharge. The GIS watershed analysis shows that watersheds necessary to maintain drainage flows to support wetlands in the preserve will be maintained.
Policy NR.3.1 Coordinate with property owners and local interest groups, such as the Sacramento Urban Creeks Council, to restore, enhance, and preserve creeks in Rancho Cordova.	Yes	Morrison Creek is to retain its natural contours and condition throughout the Project's 507- acre preserve area. Morrison Creek will be channelized once it leaves the preserve area up to the point where it leaves the southwest corner of the site via a culvert. The existing condition of the corridor of this section of Morrison Creek is disturbed due to past mining practices and aerospace activities on the project site. Although channelization of a portion of Morrison creek is necessary to provide adequate drainage of the site and consistency with other City policies, the channelization will retain its existing alignment.
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 supported.	Yes	The project does propose the construction of drainage channels within the project area. Morrison Creek is to retain its natural contours and condition throughout the Project's 507- acre preserve area. Morrison Creek will be channelized once it leaves the preserve area up to the point where it leaves the southwest corner of the site via a culvert. The existing condition of the corridor of this section of Morrison Creek is disturbed due to past mining practices and aerospace activities on the project site. Although channelization of a portion of Morrison creek is necessary to provide adequate drainage of the site and consistency with other City policies, the channelization will not include a concrete channel or structure and the creek would retain its existing alignment.
Action NR.3.2.1 – Develop guidelines for channel creation or modification that will ensure channel meander, naturalized side slope, and varied channel bottom elevation are considered in design.	Yes	As of the date of this document, the City has not adopted formal guidelines regarding channel creation or modification. However, the City has reviewed proposed drainage improvements of the project (including channelization of a portion of Morrison Creek) associated with these policies and other policy provisions of the General Plan and has determined that they are generally consistent with the intent of these policies.
Policy NR.3.3 Encourage the creation of secondary flood control channels where the existing channel supports extensive riparian vegetation. (Further implemented through Action NR.3.3.1)	Yes, With Mitigation	The proposed construction of secondary drainage channels within the project area are designed to keep Morrison Creek in as much a natural state as possible (see Mitigation Measure 3.10-1b). See discussion under Policy NR 3.2 for a discussion of Morrison Creek. It is important to note that although Morrison Creek meanders in a natural state through the project site, Morrison Creek does not support riparian vegetation.
Action NR 3.3.1 – Work with affected local, state, and	Yes, With	Secondary stormwater conveyance structures have been

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federal agencies, including SACOG, the California Department of Water Resources, Delta Keepers, and the U.S. Army Corps of Engineers, to determine when natural creek corridors can and should accommodate storm flows or if separate storm water conveyance structures are necessary.	Mitigation	incorporated into the project design. Consultation with affected agencies has occurred including U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service. See Policy NR 3.3 discussion above.
Policy NR.3.4 Encourage projects that contain wetland preserves or creeks, or are located adjacent to wetland preserves or creeks, to be designed for visibility and, as appropriate, access.	Yes	The proposed project includes 507 acres of wetland preserve/mitigation bank that is located along several major roads, including Douglas Road along the southern limit of the project area. Access is limited due to the sensitivity of the wetlands. However, visibility is ensured due to wildlife passable fencing required by the City and by the siting of pathways and recreation along the outer edge of the preserve. The general siting and design of trails adjacent to the wetland preserve has been reviewed by the City, U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service.
Action NR.3.4.1 - Establish performance standards for natural resource preserves that accomplish the following: Provide sufficient width for a mowed firebreak (where necessary), adjacent passive recreation uses, and access for channel maintenance and flood control. Offer sufficient width in and/or adjacent to preserves to allow for existing and created wildlife habitat, species sensitive to human disturbance, vegetative filtration for water quality, corridor for wildlife habitat linkage, protection from runoff, and other impacts of urban uses adjacent to the corridor. Allow for sufficient width adjacent to natural resource preserves to allow for trails and greenbelts. Prohibit the placement of water quality treatment structures designed to meet pollutant discharge requirements within mitigation preserves.	Yes	See discussion under Policy NR 3.4. The drainage parkway would handle project drainage and water quality control. A water quality swale would be constructed associated with the construction of Rancho Cordova Parkway to ensure pollutants are not discharged into preserve wetlands. The perimeter of the preserve would include buffer areas for the placement of trails.
Action NR.3.4.2 - Establish standards that allow public access in the floodplain and buffers along creek corridors and preserves. Mitigation measures shall be incorporated into environmental documents and conditions of approval that require open-view fencing adjacent to preserves.	Yes	See discussion under Policy NR 3.4.

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Action NR.3.4.3 – Establish standards and/or guidelines for development of adjoining wetland preserves or creeks to maximize visibility by designing the land plan with public streets on at least one side of the corridor or preserve with vertical curbs, gutters, footpath(s), street lighting, and post and cable barriers to prevent unauthorized vehicular entry into creek corridors and preserves.	Yes	See discussion under Policy NR 3.4.
Policy NR.4.1 Conserve native oak and landmark tree resources for their historic, economic, aesthetic, and environmental value.	Yes, with Mitigation	Mitigation measure 3.10-3 included in Section 3.10 of this EIR/EIS would conserve trees within the proposed project or ensure the mitigation for trees that cannot feasibly be retained in light of the development densities and intensities contemplated by the General Plan. Therefore, the proposed project is consistent with this policy.
Action NR.4.1.1 - Implement the City's Tree Preservation and Protection Ordinance (and update as necessary) to establish minimum requirements for preserving native trees and landmark trees in the City, including a definition of the size, species, and age requirements of landmark, oak, and other trees to be protected and/or replaced.	Yes, with Mitigation	The City has not yet established a tree ordinance consistent with its current General Plan and defers to the County Tree Ordinance when addressing impacts on trees within the City's sphere of influence. The County Ordinance addresses the standards in this Action. See also Policy NR 4.1 discussion above and Policy NR 4.4 discussion below.
Action NR.4.1.2 - Where feasible, require underground utility lines that are in close proximity to oaks and other landmark trees to be designed and installed to minimize impacts to trees. Work with the utility provider(s) to coordinate transmission line location and other potential impacts associated with the undergrounding of the utilities.	Yes	The project would likely remove 47 native oak trees greater than 6 inches dbh. No existing trees are expected to conflict with the installation of underground utility lines.
Action NR.4.1.3 - Establish development guidelines that require all oak habitat to be avoided to the maximum extent feasible. When avoidance is not possible, require mitigation efforts that result in preservation of in-kind habitat in the Planning Area.	Yes, with Mitigation	The project would result in the loss of 3 acres of oak woodland habitat. See discussion NR 4.1 for a description of tree mitigation.
Policy NR.4.2 Improve overall landscaping quality and sustainability in all areas visible to the public.	Yes	The project includes design guidelines that call for landscape treatments within the project area, including parks and public open space areas.
Policy NR.4.3 Promote trees as economic and environmental resources for the use, education, and enjoyment of current and	Yes	The project includes design guidelines that call for landscape treatments and the general provision of trees within the project area, including parks and public open space areas.

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future generations		
Policy NR.4.4 Prior to the approval of any public or private development project in areas identified or assumed to contain trees, the City shall require that a determinate survey of tree species and size be performed. If any native oaks or other native trees six inches or more in diameter at breast height (dbh), multitrunk native oaks or native trees of 10 inches or greater dbh, or non-native trees of 18 inches or greater dbh that have been determined by a certified arborist to be in good health are found to occur, such trees shall be avoided if feasible. If such trees cannot be avoided, the project applicant shall do one of the following: • All such trees shall be replaced at an inch-for-inch ratio. A replacement tree planting plan shall be prepared by a certified arborist or licensed landscape architect and shall be submitted to the City of Rancho Cordova for approval prior to removal of trees; or, • The project applicant shall submit a mitigation plan that provides for complete mitigation of the removal of such trees in coordination with the City of Rancho Cordova. The mitigation plan shall be subject to the approval of the City. • If the City of Ranch Cordova adopts a tree preservation ordinance at any time in the future, any future development activities shall be subject to that ordinance instead.	Yes, with Mitigation	Mitigation measure 3.10-3 presented in the EIR/EIS is consistent with the provisions set forth in Policy NR.4.4.
Policy NR.5.3 Protect surface and ground water from major sources of pollution, including hazardous materials contamination and urban runoff. (Further implemented by Actions NR.5.3.1 and NR 5.3.4)	Yes, with Mitigation	Mitigation measures included in Section 3.4 of the EIR/EIS as well as compliance with the required SWPPP and City's existing NPDES permit (CAS082597) would ensure that the proposed project is consistent with this policy.
Policy NR.5.4 Prevent contamination of the groundwater table and surface water, and remedy existing contamination to the extent practicable. (Further implemented by Action	Yes, with Mitigation	See discussion under Policy NR.5.3 above.

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NR.5.4.2)		
Policy NR.5.5 Minimize erosion to stream channels resulting from new development in urban areas. (Further implemented by Actions NR.5.5.1 through NR. 5.5.4)	Yes, with Mitigation	See discussion under Policy NR.5.3 above.
Policy NR.6.1 Ensure that the environmental effects of mining and reclamation on aquifers, streams, scenic views, and surrounding residential uses are prevented or minimized. (Further implemented by Actions NR.6.1.1 through NR.6.1.3)	Yes	Mining of site mine tailings is currently being conducted on the site under separate projects separate from the proposed Specific Plan. Future subsequent mining of mine tailings to be conducted within the project area has been programmatically evaluated in this EIR/EIS and is not expected to impact aquifers, streams, or scenic views.
General Plan Cultural and Historic Resources Element Policies	Consistency	Analysis
Policy CHR.1.3 Establish review procedures for development projects that recognize the history of the area in conjunction with State and federal laws. (Further implemented through Actions CHR.1.3.1 and CHR.1.3.2)	Yes, With Mitigation	Paleontological and cultural resource technical studies have been completed for the project. Mitigation measures have been identified in Section 3.9 of the EIR/EIS, based on the results of these technical studies, in order to avoid and minimize impacts.
General Plan Safety Element Policies	Consistency	Analysis
Policy S.1.1 Maintain acceptable levels of risk of injury, death, and property damage resulting from reasonably foreseeable safety hazards in Rancho Cordova. (Further implemented by Action S.1.1.1)	Yes, With Mitigation	This EIR/EIS includes an analysis of the hazards and hazardous materials impacts pursuant to CEQA and NEPA. Mitigation measures are identified in Section 3.13 regarding potential hazards associated with the project. These measures are intended to reduce the risks of injury, death, and property damage to levels deemed acceptable under federal and State law.
Policy S.1.5 The City shall require written confirmation from applicable local, regional, state, and federal agencies that known contaminated sites have been deemed remediated to a level appropriate for land uses proposed prior to the City approving site development or provide an approved remediation plan that demonstrates how contamination will be remediated prior to site occupancy. This documentation will specify the extent of development allowed on the remediated site as well as any special	Yes, with Mitigation	Mitigation measures included in Section 3.13 of this EIR would ensure that impacts to current remediation efforts are minimized and that development would not continue in affected areas until assurance is given that remediation is complete.

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conditions and/or restrictions on future land uses.		
Policy S.2.2 Manage the risk of flooding by discouraging new development located in an area that is likely to flood. (Further implemented by Actions S.2.2.1 through S.2.2.8)	Yes	Exhibit 3.4-1 of this EIR/EIS identifies the awareness floodplain map for the proposed project. The majority of areas that are likely to flood are located within the wetland preserve in the south of the project area and would not be developed. Additional areas along Morrison Creek within the developed portions of the proposed project could potentially flood. However, additional drainage infrastructure to be installed by the proposed project would result in less than significant project impacts related to flooding (see Section 3.4 of the EIR/EIS for further details).
Policy S.2.4 Ensure that adequate drainage exists for both existing and new development. (Further implemented by Action S.2.4.1)	Yes	The proposed project includes the creation of several drainage channels and detention facilities, consistent with the Master Drainage Study for the project.
Policy S.3.2 Ensure that new structures are protected from damage caused by geologic and/or soil conditions to the greatest extent feasible. (Further implemented by Actions S.3.2.1 and S.3.2.2)	Yes, with Mitigation	The proposed project is not located within a seismically active area and is not located in a high risk area for geologic events. Mitigation measures included in Section 3.7 of this EIR/EIS as well as adherence to California Building Standards Code would ensure that damage to structures from soil conditions in the project would be unlikely. Therefore, the proposed project is consistent with this policy.
Policy S.5.2 Consider the potential impact of hazardous facilities on the public and/or adjacent or nearby properties posed by reasonably foreseeable events. The City considers an event to be "reasonably foreseeable" when the probability of the event occurring is greater than one in one million (1×10^{-6}) per year.	Yes	See discussion under Policy S.1.1 above.
Policy S.5.5 Separate hazardous or toxic materials from the public. (Further implemented by Actions S.5.5.1 and S.5.5.2)	Yes	Industrial uses to be constructed as part of the proposed project are the most likely location for the use or storage of hazardous or toxic materials. These industrial uses will be required to adhere to all State and federal laws relating to the use, storage, or transport of hazardous materials. Additionally, industrial designated area are physically separated by roadways, other land use uses and other buffering measures.
Policy S.6.1 Promote safe air operations at Mather Airport through	Yes	Land use within the project was designed specifically to adhere to the most recent noise contours of the Mather Airport as well as the

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cooperative implementation of the Mather Airport CLUP and similar plans and programs. (Further implemented by Action S.6.1.1)		requirements of any overflight areas overlaying the project area.
Policy S.7.1 Encourage the use of Crime Prevention Through Environmental Design (CPTED) principles in the design of projects and buildings.	Yes	Aspects of CPTED principles have been incorporated into the Rio del Oro Specific Plan and its design guidelines. Individual projects within the Specific Plan will be required to undergo Design Review by the City, and the Police Department is consulted with in this process.
Policy S.9.1 Cooperate with the Sacramento Metropolitan Fire District (SMFD) to reduce fire hazards, assist in fire suppression, and ensure efficient emergency medical response. (Further implemented by Actions S.9.1.1, S.9.1.2, S.9.1.4, and S.9.1.6 through S.9.1.9)	Yes, with Mitigation	Mitigation measures included in Section 3.5 of this EIR/EIS require fire code and fire district standards to be incorporated into the project design.
General Plan Air Quality Element Policies	Consistency	Analysis
Policy AQ.1.2 Evaluate projects for compliance with State and federal ambient air quality standards and the Sacramento Metropolitan Air Quality Management District's (SMAQMD) thresholds of significance. (Further implemented through Actions AQ.1.2.1 through AQ.1.2.3)	Yes, With Mitigation	This EIR/EIS includes an analysis of the proposed project's consistency with SMAQMD's thresholds and standards as well as the proposed project's adherence to State and federal regulations. The project includes an Air Quality and Emissions Reduction Plan that meets the requirements of Action AQ.1.2.3 (15 percent emission reduction) and has been endorsed by the SMAQMD.
Policy AQ.1.3 The City shall prohibit wood-burning open masonry fireplaces in all new development. Fireplaces with EPA-approved inserts, EP-approved stoves, and fireplaces burning natural gas will be allowed.	Yes	This policy is enforced by the City during the Design Review process for subsequent projects within the project area and has been included in the Rio del Oro Air Quality and Emissions Reduction Plan.
Policy AQ.1.5 Require odor impact analyses be conducted for evaluating new development requests that either could generate objectionable odors that may violate SMAQMD Rule 402 or any subsequent rules and regulations regarding objectionable odors near sensitive receptors or locate new sensitive receptors near existing sources of objectionable odors. Should objectionable odor impacts be identified, odor mitigation shall be required in the form of setbacks, facility improvements or other appropriate	Yes, with Mitigation	Mitigation measures included in Section 3.15 of this EIR would ensure consistency with this policy. None of the land uses proposed within the Specific Plan area will be particularly prone to odors, though the odor-generating potential of industrial land uses will be addressed when individual industrial projects are brought forward for consideration by the City.

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measures.		
Policy AQ.2.5 Utilize the guidelines in the California Air Resources Control Board Air Quality and Land Use Handbook: A Community Health Perspective when evaluating new development requests that either would generate toxic air contaminant emissions near sensitive receptors or locate new sensitive receptors near existing sources of air toxic emissions or order to minimize health hazards, and implement all feasible best available control technology, as required by SMAQMD.	Yes, With Mitigation	The EIR/EIS evaluated potential impacts associated with the guidelines in the California Air Resources Control Board Air Quality and Land Use Handbook: A Community Health Perspective (see Section 3.15 of the EIR/EIS).
Policy AQ.4.1 Promote improved air quality benefits through energy conservation measures for new and existing development. (Further implemented through Actions AQ.4.1.1 through AQ.4.1.6)	Yes	The project would be required to comply with recently adopted changes to Title 24 of the California Code of Regulations regarding energy efficiency. In addition, the Rio del Oro Air Quality and Emissions Reduction Plan includes measures for energy efficiency.
General Plan Noise Element Policies	Consistency	Analysis
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. (Further implemented through Actions N.1.2.1 through N.1.2.3)	Yes, with Mitigation	Mitigation measures included in Section 3.16 of this EIR would ensure that noise impacts of the proposed project are consistent with the City's noise standards. These measures, to the maximum extent feasible, are intended to protect both outdoor and indoor areas from noise levels considered unacceptable.
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. (Further implemented through Actions N.1.3.1 and N.1.3.2)	Yes, with Mitigation	Non-residential uses are sited within specific areas of the project area and are located immediately adjacent to other noise generating uses in order to minimize the area impacted by these noise sources. Additionally, mitigation measures included in Section 3.16 of this EIR would ensure that impacts to existing noise sensitive areas are consistent with City standards.
Policy N.1.4 Mitigate noise created by proposed non-transportation noise sources to comply with the City's noise standards to the maximum extent feasible. (Further implemented through Actions N.1.4.1 through N.1.4.3)	Yes, with Mitigation	See discussion under Policy N.1.2 above.

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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.	Yes, with Mitigation	See discussion under Policy N.1.2 above. At present, the City has no plan to extend light rail service through the project area.
Policy N.1.6 Ensure that comfortable noise levels and adequate privacy are maintained in higher density development. (Further implemented through Action N.1.6.1)	Yes, with Mitigation	See discussion under Policy N.1.2 above.
Policy N.1.7 To the extent feasible and appropriate, the City shall require the use of temporary construction noise control measures for public and private projects that may include the use of temporary noise barriers, temporary relocation of noise-sensitive land uses, or other appropriate measures.	Yes with Mitigation	Construction noise impacts are reduced by mitigation measures included in Section 3.16 of this EIR. Mitigation includes methods described in this policy.
Policy N.1.8 New residential development shall only be allowed inside of the 60 CNEL Mather Airport Policy Area if the following conditions are met: - Noise insulation is provided in all new residential dwelling units that reduces interior noise levels to 45 dB with windows closed in any habitable room. - Prospective buyers are notified through the Public Report prepared by the California Department of Real Estate disclosing the fact that the parcel is located within the Mather Airport Policy Area. - An Aviation Easement is recorded on the property acknowledging that the property is located within the Mather Airport Policy Area. The easement shall grant the right of flight and unobstructed passage of all aircraft into and out of Mather Airport. The Aviation Easement shall be granted to the County of Sacramento, recorded with the Sacramento County Recorder and filed with the County Department of Airports.	Yes	The proposed project does not include any residential uses within the anticipated 60 CNEL contour for the Mather Airport. City coordination with and participation in the CLUP update process for Mather Airport is ongoing and includes consideration of the proposed project. The City has seen advance versions of the possible modifications to the existing 60 CNEL noise contours that might come out of the CLUP update and has avoided the inclusion of any noise sensitive land uses, including residential development, within these possible corridors.

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Policy N.2.2 Ensure that operational noise levels of new roadway projects will not result in significant noise impacts	Yes, With Mitigation	Section 3.16 of this EIR/EIS evaluates noise exposure associated with new roadway facilities.

ATTACHMENT 3**CITY OF RANCHO CORDOVA****RESOLUTION NO. 107-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
 APPROVING THE FOLLOWING FOR THE RIO DEL ORO PROJECT: THE AFFORDABLE
 HOUSING PLAN AGREEMENTS, THE PUBLIC FACILITIES FINANCING PLAN, THE
 INFRASTRUCTURE PHASING MASTER PLAN AND THE LARGE LOT TENTATIVE MAP
 WITH ATTACHED CONDITIONS OF APPROVAL**

WHEREAS, since the City's incorporation in 2003, the City of Rancho Cordova (the "City") has worked with landowners of the Rio Del Oro ("RDO") Specific Plan area on moving forward with entitlements for that property. The City has held a number of workshops and City Council study sessions with the intent of informing property owners and residents about the Rio Del Oro Specific Plan and soliciting feedback; and

WHEREAS, the property within the Rio Del Oro Specific Plan is owned by Elliott Homes Inc. ("Elliott") and Aerojet-General Corporation ("Aerojet") (collectively referred to as "Landowners"); and

WHEREAS, as part of the Tier 2 Entitlement approvals agreed upon by the City and RDO Landowners, the City Council now desires to approve the large lot tentative map for the RDO Specific Plan area, as well as the affordable housing plan agreements, infrastructure phasing master plan, and public facilities financing plan for the RDO Specific Plan area as established in prior approvals and as allowed under applicable laws and regulations; and

WHEREAS, the Rio del Oro Project is a plan for a mixed-use development supporting a combination of employment-generating uses, retail and supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 3,828-acre site in the City of Rancho Cordova. The Project includes 12,189 residential units at various densities; 517 acres of employment-generating uses (village commercial, shopping center, business park, industrial park); public/quasi-public uses; elementary, middle, and high schools; community and neighborhood parks; private recreational uses; stormwater detention basins; open-space areas and open-space preserves; a drainage parkway; greenbelts; major roads with landscaping; and a wetland preserve/mitigation bank. Several off-site infrastructure facilities (road widening and extensions, sewer interceptors, water and wastewater treatment facilities, wastewater transmission mains, water pipelines and distribution systems and facilities, electrical transmission lines, and water tanks) are proposed to serve project development; and

WHEREAS, the attached large lot tentative map meets the requirements of the Subdivision Map Act and the Rancho Cordova Municipal Code as set forth in findings below, and the City Council has conducted a properly noticed public hearing for the approval of the Large Lot Tentative Map attached hereto in accordance with the Subdivision Map Act requirements.

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

Section 1. RECITALS

The foregoing recitals are true and correct and made a part of this Resolution.

ATTACHMENT 3**Section 2. AFFORDABLE HOUSING PLAN AGREEMENTS – FINDINGS AND APPROVALS****A. Findings.**

i. Pursuant to California Government Code section 65580, the Legislature has established the following priorities related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs.

ii. Rancho Cordova General Plan Housing Element Policy H.1.5 states that “Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (“Plan”) for the project for City review and approval that identifies the project’s plan for providing affordable housing.” (City of Rancho Cordova Housing Element adopted December 16, 2013; “Housing Element”).

iii. All large-scale development in the City’s undeveloped areas, generally located south of Highway 50, is required to provide a range of housing opportunities responding to the housing needs associated with the proposed development. Developers must prepare an Affordable Housing Plan (“AHP”) which “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement.”

iv. The Housing Element also states that “[in] order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans....” and therefore the AHPs will contain two major components: Regional Housing Needs Allocation (“RHNA”) - or proof of capacity (i.e., appropriately zoned land); and Affordable Housing Performance (i.e., production or other strategies).

v. On September 20, 2012, the Sacramento Area Council of Governments’ (“SACOG”) Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan (“RHNP”). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation (“RHNA”). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, localities are required to update their housing elements to plan to accommodate their entire RHNA share by income category. For the Rio Del Oro Specific Plan Area, lands intended to meet RHNA obligations may be developed as either market rate or affordable units, but the acreage must be developed at the minimum average densities identified in this AHP. For purposes of this AHP, market rate units shall mean those units which involve no regulatory requirement for affordability (“Market Rate Units”). Affordable units

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shall mean those units which include a regulatory agreement recorded against the land consistent with this AHP which designate the units in question to be as affordable to families with incomes from zero to 120% of median family income (MFI) ("Affordable Units"). The definitions of income categories and income limits for these affordable units shall be consistent with those definitions updated from time to time by the State Department of Housing and Community Development at its website: <<http://www.hcd.ca.gov/hpd/hrc/state/incNote.html>>.

vi. The Rio del Oro Specific Plan's purpose is to create a cluster of walkable residential villages and a major civic and recreation core comprised of a community park, schools and major open space, and the 2016 amendments to the Specific Plan do not alter this. The residential neighborhoods will create a distinctive district for the City and house a work force to enhance the City's jobs housing balance.

vii. The attached Rio Del Oro Affordable Housing Plan Agreements identify very low, low-, moderate-, and above moderate-income housing, and provide both affordable housing in-lieu fees and land dedication in order to comply with General Plan Housing Element requirements; and the attached Affordable Housing Plan Agreements will satisfy the affordable housing requirements for the Rio del Oro Specific Plan.

viii. The attached Affordable Housing Plan Agreements shall be binding on Landowners and on any and all of Landowners' successors and assigns developing property within the Rio Del Oro Specific Plan area and any amendments thereto. The Affordable Housing Plan Agreements and the requirements therein shall run with the property and remain in place until amended by mutual consent of the City and individual Landowners or terminated by the City in its sole discretion.

B. General Plan Consistency.

i. The attached Affordable Housing Plan Agreements (**Exhibits 3A and 3B**) are consistent with Rancho Cordova Housing Element Policy H.1.5, which requires "Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) [to] prepare an Affordable Housing Plan for the project for City review and approval that identifies the project's plan for providing affordable housing"; and

ii. The Rio Del Oro Specific Plan and the attached Affordable Housing Plan Agreement (**Exhibits 3A and 3B**) are consistent with the Housing Element Action H.1.2.1, which requires that residential development projects of 100 gross acres or more include a minimum of 5 percent of the total project residential developable acreage (net) for residential uses of 30 units per acre or higher, and 5 percent for residential uses of 10 units per acre or higher. The Rio Del Oro Specific Plan meets both requirements; the Specific Plan contains 1,947.5 total residential gross acres, of which 98 allow for residential uses of 30 units per acre or higher and 283.1 acres are designated for 6.1 to 18 units per acre. The attached Affordable Housing Plan Agreements require Landowners to designate certain portions of their property "High Density Residential," which supports 30 dwelling units per acre or higher and is therefore consistent with Housing Element Action H.1.2.1; and

iii. The land designations required under the attached Affordable Housing Plan Agreements (**Exhibits 3A and 3B**) are consistent with the Amended Rio Del Oro Specific Plan. These designations are also consistent with the General Plan as described in City Council Ordinance No. 9-2016, adopting the Amended Rio del Oro Specific Plan, in the findings above, and as follows:

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a. General Plan Housing Element Action H.1.5.1 provides that an Affordable Housing Plan Agreement be approved in conjunction with early project entitlements to “ensure the production and preservation of housing affordable to the City’s workforce...” and the Rio del Oro Affordable Housing Plan Agreements are being approved in conjunction with the project’s first large lot tentative map and therefore is consistent with Action H.1.5.1’s direction to approve such plans early in the entitlement process.

b. The Affordable Housing Plan Agreements are consistent with the General Plan in that General Plan Housing Element Policy H.1.2 requires that adequate sites be maintained to meet the City’s housing needs and the City’s share of regional housing needs. Within the Sacramento region, local agencies must zone a certain amount of land for 30 dwelling units or more per acre in order to meet Regional Housing Need Allocation (RHNA) obligations. Further, the General Plan’s Housing Element Action H.1.2.1 requires development projects greater than 100 acres in area to provide five percent (5%) of residential acreage to be zoned to accommodate 30 dwelling units per acre or higher. The RDO Specific Plan residential densities and affordable housing requirements carried out through the Affordable Housing Plan Agreements are proposed to achieve consistency with the above noted General Plan policy and action in that they call for at least five percent (5%) of residential acreage, approximately 98 of 1566.4 acres to accommodate 30 dwelling units per acre or higher.

c. The Affordable Housing In Lieu Fee for the Rio del Oro Project and alternative methods to meet such requirements (such as land dedication), as established in the Affordable Housing Plan Agreements, will contribute to the development of new affordable residential rental units and affordable residential for-sale units; this is consistent with General Plan Housing Element Action H.1.5.1, which requires affordable housing plans to specify program options, including in-lieu fees and land dedications. Such provisions of the Affordable Housing Plan Agreements are further consistent with the General Plan in that they carry out Housing Element Policy H.1.2 to maintain adequate sites that support a range of housing types by allowing the City to acquire such sites.

C. Approval.

The City Council approves the attached Affordable Housing Plan Agreements and Exhibits thereto between the City and Landowners covering all Projects within the Amended Rio Del Oro Specific Plan (**Exhibits 3A and 3B**), in a form approved by the City Attorney, and authorizes the City Manager to execute the Affordable Housing Plan Agreements. The attached Affordable Housing Plan Agreements are as follows:

i. Affordable Housing Plan Agreement for the Rio Del Oro Specific Plan by and between the CITY OF RANCHO CORDOVA and Elliott Homes Inc.;

ii. Affordable Housing Plan Agreement for the Rio Del Oro Specific Plan by and between the CITY OF RANCHO CORDOVA and Aerojet-General Corporation;

Section 3. PUBLIC FACILITIES FINANCING PLAN APPROVAL

The City Council approves the attached Public Facilities Financing Plan for the Rio del Oro Project, attached as **Exhibit 3C**.

ATTACHMENT 3**Section 4. INFRASTRUCTURE PHASING MASTER PLAN APPROVAL**

The City Council approves the attached Infrastructure Phasing Master Plan for the Rio del Oro Project, within the Public Facilities Financing Plan as **Appendix H of Exhibit 3C**.

Section 5. LARGE LOT TENTATIVE MAP WITH ATTACHED CONDITIONS OF APPROVAL FINDINGS AND APPROVAL**A. Findings and General Plan Consistency.**

i. In accordance with Government Code section 66473.5, the proposed Large Lot Tentative Map with attached Conditions of Approval ("Tentative Map") attached hereto is consistent with the applicable General and Specific Plan objectives, policies, land uses and programs. Section 66474 of the Government Code requires a City to deny approval of a tentative map if any of the findings are found to be true. In the case of the proposed map, none of the required findings were found to be true. The following evidence supports the map request:

a. Finding: That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

Evidence: The Tentative Map will subdivide the 3,828-acre Rio del Oro Project area into 184 large lots, and creates boundaries for the multiple land uses, zoning districts, and major roadways within the project. All such identified uses within the Tentative Map are consistent with the allowed land uses set forth in the General Plan and Specific Plan Land Use Elements, which call for the project area to include a mix of residential, commercial, industrial, public uses, and parks and open space uses. There are currently no buildings on site and all lots are consistent with the development standards of the General Plan and Specific Plan for this parcel.

The Tentative Map is consistent with the Rio del Oro Specific Plan and 2016 amendments thereto in that it establishes large lots and the land use configurations necessary to carry out the primary elements of the Land Use Plan (Exhibit 3-2 of the Specific Plan) within the project area, including the Village Core, Employment Center, Typical Neighborhoods with a mix of housing types, Open Space Network, and major arterials necessary to carry out the Circulation Plan (Exhibit 4-2 of the Specific Plan).

The Tentative Map is an initial step in project completion necessary to carry out the Rio del Oro Specific Plan and amendments thereto, and as such is consistent with the General Plan as established in City Council Ordinance 9-2016, adopting the Amended Rio del Oro Specific Plan. Such General Plan consistency findings are adopted and included herein.

b. Finding: That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Evidence: The Tentative Map is consistent with the existing development standards of the General Plan designation for this site in that the General Plan Land Use Element designates the site as the Rio del Oro Planning Area, which would contain a mix of low, medium, and high density residential units in neighborhood clusters to be served by village centers, neighborhood parks, and surrounding employment uses as established in a specific plan. The Tentative Map lots are consistent with zoning standards of the Amended Rio del Oro Specific Plan for Single Family, Medium Density Residential, and High Density Residential as well as the

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standards for commercial zoning, including the Local Town Center, Village Commercial, and Regional Town Center sites.

c. Finding: That the site is not physically suitable for the type of development.

Evidence: The site is physically suitable to subdivide. The existing parcel will be split into 184 large lots. There are no buildings currently onsite.

d. Finding: That the site is not physically suitable for the proposed density of development.

Evidence: The site is physically suitable for the proposed density of development. The proposed Tentative Map will divide the existing 3,828-acre parcel into 184 large lots. Future small lot tentative maps will further subdivide the area. Improvements are provided as shown on the Tentative Map (**Exhibit 3D**), and subject to the attached Conditions of Approval (**Exhibit 3E** to the Tentative Map).

e. Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The proposed project was adequately analyzed pursuant to the California Environmental Quality Act ("CEQA"), the City staff prepared an Addendum to the certified Environmental Impact Report ("EIR") ("Addendum") to determine if a further environmental review was required under Sections 21166 and 15162/3 for the Project Amendments. The analysis in the Addendum determined that none of the standards requiring the preparation of a subsequent or supplemental EIR under these sections were met. The impacts of the Project Amendments are identified in the EIR and Addendum and no further environmental review is required under CEQA.

f. Finding: That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

Evidence: The subdivision of one parcel into 184 large lots would establish the boundaries for the multiple land uses and zoning districts as well as the major roadways for the project. The Tentative Map includes necessary improvements to serve the subdivision and future small lot tentative maps will further establish required improvements. The proposed improvements are consistent with the City of Rancho Cordova Ordinances and Standards. No public health problems will result from approval of the subdivision map.

g. Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.

Evidence: The design of the subdivision and the proposed improvements included with the subdivision are consistent and meet the City of Rancho Cordova Ordinances and Standards and do not conflict with public easements and related necessary access through the subdivision.

ATTACHMENT 3**B. Approval.**

The City Council approves the attached Large Lot Tentative Map for the Rio del Oro Project with attached conditions of approval, attached as **Exhibit 3D**.

Section 6. CEQA

The City Council finds that the project entitlements set forth for approval in this Resolution were adequately analyzed pursuant to CEQA. City staff prepared an Addendum to the Certified Rio del Oro Environmental Impact Report/Environmental Statement ("EIR/EIS") for the Rio del Oro Specific Plan and 2016 amendments thereto to determine if further environmental review was required under Public Resources Code section 21166 and CEQA Guidelines sections 15162 and 15163. The analysis in the Addendum determined that none of the standards requiring the preparation of a subsequent or supplemental EIR under these sections were met. The impacts of the Rio del Oro project amendments are identified in the EIR/EIS and Addendum, and no further environmental review is required under CEQA.

Section 7. EFFECTIVE DATE.

This Resolution shall become effective upon the effective date of City Council Ordinance No. 9-2016 adopting the Amended Rio del Oro Specific Plan.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this _____ day of _____ 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

EXHIBIT 3A**OFFICIAL BUSINESS**

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN AGREEMENT
FOR THE RIO DEL ORO SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA, AND
AEROJET ROCKETDYNE, INC.**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and Aerojet Rocketdyne, Inc. an Ohio corporation ("Landowner"), as of _____, 2016. City and Landowner are hereinafter sometimes collectively referred to as the Parties. This AHP shall be binding on Landowner and on any and all of Landowner's successors and assigns developing the real property described in Exhibit 1 and depicted in Exhibit 2 hereto and incorporated herein (the "Property") within the Rio Del Oro Specific Plan ("RDOSP").

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following policies related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, the City of Rancho Cordova Housing Element, adopted December 16, 2013 by City Council Resolution No. 119-2013 ("Housing Element") states that all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is

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required to provide a range of housing opportunities responding to the housing needs associated with the proposed development; and

WHEREAS, Policy H.1.5 of the Housing Element states that “[d]evelopers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project’s plan for providing affordable housing;” and

WHEREAS, Housing Element Action H.1.5.1 provides that the Affordable Housing Plan “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement,” and “[i]n order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...;” and

WHEREAS, on September 20, 2012, the Sacramento Area Council of Governments’ (“SACOG”) Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan (“RHNP”). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation (“RHNA”). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, local governments are required to update their housing elements to plan to accommodate their entire RHNA share by income category; and

WHEREAS, the City has received an allocation from SACOG of the projected share of the Region’s total growth within the City, including both a projected allocation of total housing units and a distribution of this projected growth by family income categories; and

WHEREAS, the City intends to meet Housing Element Policies H.1.5, H.1.5.1 and the requirements of state law by demonstrating that it is providing sufficient zoning capacity to accommodate a portion of the RHNA for housing available to a variety of income categories within the RDOSP area (“RDOSP Area”); and

WHEREAS, based on the foregoing requirements, this AHP is comprised of two major components: the Property’s fair share of the RHNA allocation and affordable housing performance; and

WHEREAS, the City Council supports and has determined that an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU in the RDOSP Area will, when combined with the City’s non-residential linkage fees as set forth in Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89, state and federal tax credits, and other state, federal and local grant and loan program funds, result in sufficient funds for City, or another third party, to develop within the City approximately six percent (6%) of new residential development as affordable rental units and one percent (1%) as affordable for-sale units; and

WHEREAS, in preparing this AHP, the City and Landowner considered economic, environmental, and fiscal factors and community goals set forth in the general plan; and

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WHEREAS, Landowner has agreed to meet the affordable housing obligations as identified in this AHP. This AHP fully satisfies Landowner's obligations pursuant to Housing Element Policy H.1.5 and all action items related thereto; and

WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the RDOSP Area. Any violation by Landowner of the terms of this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with enforcement action as further set forth in this Agreement.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to the following AHP:

DEFINITIONS

All capitalized terms used in this Agreement shall have the meaning set forth in this Section. Any capitalized terms not defined herein shall have the meaning set forth in the Amended and Restated Development ("ARDA") by and between Aerojet Rocketdyne, Inc and the City, adopted by the City by Ordinance No. _____, on _____, 2016;

"AHP" shall mean this Affordable Housing Plan Agreement, entered into between the City and Landowner and approved by Resolution No. _____-2016, on _____, 2016;

"Affordable Housing In Lieu Fee" is the fee payable pursuant to this AHP, in the amount of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU, and as may be adjusted as allowed by Section 2.2 of this AHP.

"Affordable Units" shall mean those units (whether single family or multi-family, and regardless of density) designated by the City to be affordable under the provisions of Section 4 of this AHP (and which are subject to a regulatory agreement as specified in that Section), with income levels calculated pursuant to regulations issued by the California Department of Housing and Community Development ("HCD") (with specific application to Sacramento County), and as may be adjusted from time to time by HCD based upon size of household, regional cost of living and other relevant factors. Subject to the regulations issued by HCD, City may designate Affordable Units as those units available to families with incomes ranging from zero to 120% of median family income.

"ARDA" shall mean the Amended and Restated Development Agreement ("ARDA") by and between Aerojet Rocketdyne, Inc and the City, adopted by the City by Ordinance No. _____, on _____, 2016.

"HCD" shall mean the State of California, Department of Housing and Community Development (or any successor thereto).

"HD" shall refer to the acreage designated in the RDOSP for development at or above an average density of 26 units per acre.

"Housing Element" shall mean the Housing Element in effect as of the effective date of this AHP, which was adopted on December 16, 2013 by City Council Resolution No. 119-2013.

"Market Rate Units" ("MRU") shall mean those units approved for residential development (whether single family or multi-family, and regardless of density) within the

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RDOSP Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

“Property” shall mean the 2,312-acre portion of the RDOSP Area owned by Landowner, located in the City of Rancho Cordova, County of Sacramento, and more particularly described in Exhibit 1 and depicted in Exhibit 2.

“RDOSP” shall mean the Rio del Oro Specific Plan, and all amendments thereto, whether approved before or after the date of this AHP.

“RDOSP Area” shall mean the entire property included within the Amended Rio del Oro Specific Plan, approved by the City on _____, 2016, by Ordinance No. ____-2016.

“RHNA” shall mean the Regional Housing Needs Allocation adopted by the Sacramento Area Council of Governments on September 20, 2012 to cover the time period 2013-21.

“RHNA Acreage” shall mean those sites identified on Exhibit 3 to this AHP, which are designated in the RDOSP for high-density development at no less than 26 units per acre.

“RHNP” shall mean the Regional Housing Needs Plan as established by SACOG on September 20, 2012 for the period 2013-21.

“SACOG” shall mean the Sacramento Area Council of Governments.

AGREEMENT

1. Property Subject to this Affordable Housing Plan. Landowner owns fee title to the Property. This AHP shall apply to, and be recorded on, the Property. The remaining portion of the RDOSP Area shall also be subject to a separate AHP, entered into between the City and the owner of fee title to that other portion of the RDOSP Area. Landowner understands, and City represents, that City intends to impose similar terms and conditions related to affordable housing on all portions of the RDOSP Area.

2. Payment of Affordable Housing In Lieu Fee. All MRU (both single family and multi-family) shall pay an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU. The Affordable Housing In Lieu Fee shall be due and payable at the time a building permit is issued for the unit or multi-family structure.

2.1. Exemptions. No Affordable Housing In Lieu Fee shall be required to be paid by any Affordable Units developed on the Property or by any development or structure subject to a non-residential building permit. Any development or structure subject to a non-residential building permit shall pay the housing trust development impact fee established pursuant to Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89.

2.2. Increases to Affordable Housing In Lieu Fee. The Affordable Housing In Lieu Fee shall not be subject to increase during the “Incentive Period,” as that phrase is defined in the ARDA between the Parties. After the expiration of the Incentive Period, the Affordable Housing In Lieu Fee required under this AHP shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR’s index of the City

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of San Francisco between October and October of each year.

3. Regional Housing Needs Allocation for the RDOSP Area. Based on the RHNA, City has designated 98 acres within the RDOSP Area for high density development, and City has identified as "RHNA Acreage" the property identified on Exhibit 3 to this AHP. Landowner has no obligation to develop or cause the development of Affordable Units on the RHNA Acreage. However, unless otherwise approved by the City, any development of the that portion of the RHNA Acreage within the Property as, if, and when the same occurs, shall be consistent with RHNA requirements as identified by the Housing Element (in effect as of the date of this AHP), and shall be at a minimum density of 26 dwelling units per acre, subject to the following provisions:

3.1. No Net Loss. California Government Code section 65584 requires all development on RHNA qualifying acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to contribute to the required RHNA performance, development on the RHNA Acreage must be at or above a density of an average of 26 units per acre, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element, and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65863. The City will accept an average of 26 units per acre on RHNA Acreage being developed concurrently by the same owner.

3.2. Review of RHNA Acreage. The Parties acknowledge that SACOG will review, from time to time, the RHNA for the City. The SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining projected RHNA requirements for the RDOSP Area. However, no such future adjustment by SACOG in the allocation of RHNA units to the City shall result in an increase to the RHNA Acreage as described herein. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the RDOSP Area, upon receipt by City of a written request from Landowner for reconsideration of the allocation of RHNA Acreage, the City will consider whether RHNA Acreage is still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584.

4. Affordable Housing Performance Requirements. Landowner has no obligation to construct Affordable Units under this AHP, and is not required to reserve or dedicate any land for the construction of affordable housing. However, at the request of City, Landowner has identified locations and acreages of four (4) sites, which may be subdivided to create three-acre parcels in the future (the "Identified Sites"), as shown on Exhibit 4 attached hereto, that may be suitable for the construction of Affordable Units by third parties. Landowner will offer to City for compensation at fair market value (to be determined as set forth below) all or a portion of the Identified Sites as follows:

4.1 Identified Sites for Affordable Units.

4.1.1. Total Acreage. The Identified Sites within the Property will result in 12 acres of HD available for purchase by the City. The Identified Sites are depicted on Exhibit 4.

4.1.2. Timing and Manner of Acquisition. City shall have the option to purchase any three (3) acre parcel within an Identified Site(s) (the "Parcel"). Such option shall

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be exercised no earlier than the date of approval of the small lot tentative subdivision map which includes the Identified Site(s), and no later than sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site. City shall exercise such option by delivering to Landowner a written purchase and sale agreement ("PSA"), executed by City as the buyer, along with a written appraisal of the Parcel substantiating the purchase price as set forth in the PSA. Said appraisal shall include the value of any improvements constructed or to be constructed by Landowner, including but not limited to the value of rough grading and stubbing for natural gas, water, storm drain, sewer, conduit for electrical and fiber, etc.). Landowner shall have ninety (90) days from the date of receipt of the PSA to either accept the offer by executing the PSA as the seller, or to make a written counteroffer to City. In the event City does not exercise its option within sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site(s), City's option to purchase the Identified Site(s) within the final small lot subdivision map shall terminate.

If Landowner's counteroffer includes a purchase price different from that included in the PSA, Landowner shall include in its counteroffer a second written appraisal substantiating Landowner's proposed purchase price. Landowner and City shall meet and confer, in good faith, to resolve any differences between City's PSA and Landowner's counteroffer. If, within fifteen (15) days after presentation of Landowner's counteroffer to City, the Parties cannot agree on a purchase price and execute a final PSA, City and Landowner shall, within an additional fifteen (15) days, agree on and retain a third appraiser who shall decide the purchase price within thirty (30) days after such appraiser is engaged, with the costs of this determination to be shared equally by the Parties. The purchase price decided by the third appraiser shall not be less than the purchase price set forth in City's proposed PSA, and shall not be more than the purchase price set forth in Landowner's counteroffer.

Any other terms and/or conditions that Landowner's counteroffer modifies or adds from those set forth in City's proposed PSA shall be resolved in good faith between the Parties, it being acknowledged that the material terms of any final PSA are included in this AHP.

Once the purchase price has been resolved in the manner described above, the Parties shall execute the final PSA within fifteen (15) days after receipt of the third appraiser's determination of purchase price. Unless otherwise specified therein, close of escrow shall occur not more than sixty (60) days after full execution of the final PSA.

Landowner shall have the right at any time to present City with a written offer to sell a Parcel to City. City shall have no obligation to accept or reject such offer, or to make a counteroffer, prior to the date which is sixty (60) days after recordation of the final small lot subdivision map which includes the Parcel, provided that City agrees that it will nevertheless consider any such offer in good faith.

4.1.3 Compensation to Landowner. Landowner shall be paid the purchase price either (a) in cash or (b) through the application of credits to any Exactions owed on remaining undeveloped units within the subdivision. In the event Landowner is compensated through credits, City and Landowner will enter into an appropriate agreement memorializing the application of the credits prior to close of escrow.

4.1.4 Obligations of Landowner with Respect to Improvements for Identified Site(s). City acknowledges and agrees that, other than the agreement as to the location of the Identified Site(s), Landowner shall not be required to reserve or dedicate any of the Identified Site(s) to City and Landowner is not required to construct Affordable Units on the

EXHIBIT 3A

Identified Sites. City further acknowledges and agrees that Landowner has no obligation or requirement to construct frontage improvements to the Identified Site(s), including but not limited to curb, gutter, and sidewalk. If Landowner installs improvements of any kind, the value of the improvements shall be included in the purchase price and either paid for or credited to Landowner as provided in Section 4.1.4.

4.1.5 Construction of Affordable Units on the Identified Site(s). City shall consult with Landowner on the selection of a third party who will construct Affordable Units on the identified Site(s). The design, landscaping, materials, and all other pertinent development standards contained in the Rio del Oro Specific Plan Development Standards and Design Guidelines (and any and all amendments thereto) shall apply to the construction of the Affordable Units.

4.2 Other Options for Meeting Obligations Under the AHP. The Parties acknowledge that as the Property develops and market conditions evolve, new solutions for meeting affordable housing obligations may arise and merit consideration. Pursuant to Section 5.2 below, the Parties may cooperate to amend this AHP to accommodate such additional options.

5. Term, Amendment and Termination.

5.1. Term. This term of this AHP shall extend and be equal to the term of the ARDA, but the requirements applicable to any MRU shall terminate after the payment of the Affordable Housing In Lieu Fee for that MRU, and shall terminate as to the entire Property when all Affordable Housing In Lieu Fees required by this Agreement for the Property have been paid and Landowner has fully complied with the requirements of Section 4.

5.2. Amendment by Mutual Consent. This AHP may be amended in writing from time to time by mutual consent of the City and Landowner.

5.3. Termination. This AHP may be canceled in whole or in part only by mutual consent of the City and Landowner or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

6. Breach. This AHP is implemented as a condition of approval for consistency with the City's Housing Element. Any material violation by Landowner of the requirements under this AHP shall be considered a violation of a condition of approval, and City may invoke remedies appropriate to violation of a condition of approval, including the withholding of building permits until such violation has been cured. The procedures regarding defaults and opportunity to cure set forth in the ARDA (Sections 17, and 17.1 through 17.1.4, inclusive) shall apply to any alleged violation of the terms of this AHP.

7. Severability. If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive Landowner of an essential benefit of this AHP, then Landowner will have the option to terminate this entire Agreement upon written notice to City. If City contends that it has been deprived of an essential benefit of this AHP, then City shall notify Landowner and the Parties will meet and confer to evaluate whether the remainder of the Agreement should be valid and enforceable.

EXHIBIT 3A

8. **Applicable Law.** California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

9. **Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement.** Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein related to the performance of the Parties as set forth in this AHP, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

10. **Agreement Runs With The Land.** Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

11. **Indemnification.** Landowner agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees arising out of or related to the obligations of this AHP. Landowner has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives.

12. **Cooperation In the Event of Legal Challenge to this AHP.** In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

12.1. The City and Landowner agree to cooperate in defending against the action or proceeding.

12.2. Landowner is solely responsible for its own costs and any costs incurred by the City for such defense.

12.3. Neither Landowner nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

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

EXHIBIT 3A

14. Notices. All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA

Community Development Director

2729 Prospect Park Drive

Rancho Cordova, CA 95670

Fax: _____

E-mail: _____

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

Landowner

Attn:

Address

City, State, Zip

Fax : _____

E-mail: _____

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

15. Assignment and Release. From and after recordation of this AHP against the Property, Landowner shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that: (1) Landowner will pay City any and all fees or amounts due to City, as set forth in Section 2 of this AHP, and (2) upon the receipt by the City Community Development Director of the express written assignment by Landowner and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Community Development Director upon the request of Landowner) and the City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

16. Form Of Agreement; Recordation; Exhibits. City will record this AHP, and any subsequent amendment to this AHP, against the Property with the County Recorder within thirty

EXHIBIT 3A

(30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of __ pages and __ exhibits, which constitute the entire understanding and agreement of the Parties with respect to the AHP and obligations related thereto.

17. Recitals. The Recitals set forth above are an integral part of this Agreement and shall have the same contractual and legal significance as any other language in this Agreement.

EXHIBIT 3A

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. ____-2016, adopted by the Council of the City on this ____ day of _____ 2016, and Landowner has caused this AHP to be executed.

“CITY”**“LANDOWNER”**

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: Cyrus Abhar
Its: City Manager

Date: _____, 2016

ATTEST:

City Clerk

AEROJET ROCKETDYNE, INC.,
an Ohio corporation

By: Easton Development Company, LLC,
a California limited liability company,
Its Manager

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____, 2016

By: _____
David C. Hatch
Vice President and
Chief Operating Officer

Date: _____, 2016

EXHIBIT 3A**EXHIBIT LIST**

- Exhibit 1: Landowner's Property – Legal Description
- Exhibit 2: Landowner's Property – Map
- Exhibit 3: RHNA Acreage
- Exhibit 4: Identified Sites

2698809.3

EXHIBIT 3A

EXHIBIT 1

Legal Description of the Aerojet Property

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 and Parcel 23 as shown in Book 55 of Parcel Maps at Page 30 as shown in book 20080325, at Page 1226, all in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, South 89°37'40" East, a distance of 418.60 feet to the Point of Beginning;

Thence from the Point of Beginning, North 00°17'18" West, a distance of 423.57 feet;

Thence, on the arc of a curve to the right a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;

Thence, on the arc of a curve to the right a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;

Thence, North 89°31'57" East, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°04'35" East;

Thence, on the arc of said non-tangent curve to the right a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;

Thence, on the arc of a curve to the left a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;

Page 1 of 6

EXHIBIT 3A

Thence, on the arc of a curve to the right a distance of 1060.28 feet; said curve has a central angle of $108^{\circ}28'52''$ and a radius of 560.00 feet;

Thence, South $79^{\circ}02'16''$ East, a distance of 274.71 feet;

Thence, North $28^{\circ}09'08''$ West, a distance of 236.87 feet;

Thence, on the arc of a curve to the left a distance of 665.31 feet, said curve has a central angle of $19^{\circ}03'35''$ and a radius of 2000.00 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 1542.41 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 856.47 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 25.00 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 651.82 feet;

Thence, on the arc of a curve to the right a distance of 784.77 feet, said curve has a central angle of $46^{\circ}07'00''$ and a radius of 975.00 feet;

Thence, on the arc of a curve to the left a distance of 498.28 feet, said curve has a central angle of $25^{\circ}22'37''$ and a radius of 1125.00 feet;

Thence, North $51^{\circ}49'40''$ West, a distance of 453.85 feet;

Thence, South $38^{\circ}10'20''$ West, a distance of 125.00 feet;

Thence, South $27^{\circ}42'33''$ West, a distance of 850.47 feet;

Thence, North $51^{\circ}45'32''$ West, a distance of 723.29 feet to the common line between Lot A and Lot B of said Lot Line Adjustment;

Thence, North $00^{\circ}22'20''$ East, a distance of 2829.16 feet along said common line;

Thence, South $89^{\circ}29'00''$ West, a distance of 1078.83 feet along said common line;

Thence, North $04^{\circ}34'36''$ West, a distance of 192.34 feet along said common line;

Thence, North $16^{\circ}09'51''$ West, a distance of 253.09 feet along said common line;

Thence, North $11^{\circ}19'50''$ West, a distance of 479.39 feet along said common line;

Thence, North $07^{\circ}23'34''$ West, a distance of 292.93 feet along said common line;

EXHIBIT 3A

Thence, North 06°22'41" West, a distance of 169.64 feet along said common line;

Thence, North 01°23'23" West, a distance of 152.03 feet along said common line;

Thence, North 71°35'34" East, a distance of 146.02 feet along said common line;

Thence, North 74°08'41" East, a distance of 462.88 feet along said common line;

Thence, North 84°48'48" East, a distance of 66.67 feet along said common line;

Thence, North 10°56'56" East, a distance of 102.96 feet along said common line;

Thence, North 04°10'36" West, a distance of 197.73 feet along said common line;

Thence, North 01°46'57" East, a distance of 318.01 feet along said common line;

Thence, North 00°44'08" East, a distance of 496.43 feet along said common line to the north line of said Parcel 15;

Thence, North 84°12'46" East, a distance of 56.52 feet along said north line to the arc of a non-tangent curve having a radial bearing of South 05°46'55" East;

Thence, on the arc of said non-tangent curve to the right a distance of 404.13 feet along said north line, said non-tangent curve has a central angle of 04°37'52" and a radius of 5000.00 feet;

Thence, North 88°50'57" East, a distance of 2409.24 feet along said north line to the arc of a non-tangent curve having a radial bearing of North 01°08'48" West;

Thence, on the arc of said non-tangent curve to the left a distance of 62.58 feet along said north line, said non-tangent curve has a central angle of 01°11'43" and a radius of 3000.00 feet;

Thence, South 00°58'24" East, a distance of 40.54 feet along said north line;

Thence, North 86°31'01" East, a distance of 6897.56 feet to the northeast corner of said Parcel 15;

Thence, South 00°57'26" East, a distance of 3869.39 feet along said east line;

Thence, North 89°05'46" East, a distance of 466.94 feet along said east line;

Thence, South 00°56'26" East, a distance of 5357.51 feet along said east line;

Thence, South 89°02'10" West, a distance of 3214.24 feet along said east line;

Page 3 of 6

EXHIBIT 3A

Thence, South 00°58'22" East, a distance of 860.88 feet along said east line to the most northerly corner of Parcel 23 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, South 51°47'34" East, a distance of 610.84 feet along the northeast line of said Parcel 23;

Thence, South 38°12'24" West, a distance of 298.46 feet along the southeast line of said Parcel 23;

Thence, South 89°01'38" West, a distance of 284.95 feet along the south line of said Parcel 23 to the east line of said Parcel 15;

Thence, South 00°58'22" East, a distance of 1635.90 feet along said east line to the south east corner of said Parcel 15;

Thence, South 89°23'14" West, a distance of 3090.85 feet along the south line of said Parcel 15;

Thence, South 89°37'42" West, a distance of 1947.08 feet along said south line;

Thence, North 89°37'40" West, a distance of 1009.49 feet along said south line to the Point of Beginning.

Containing 2150.616 Acres, more or less.

Together with the following described Parcels of land:

Parcels 18 through 20, Area "B", Parcels 24 through 31, Parcels 35 through 37, filed in Book 55 of Parcel Maps, at Page 30 and New Parcel Eighteen filed in Book 20080221, at Page 0781, both Official Records Sacramento County

See Exhibits A-I plans to accompany legal descriptions attached hereto and made a part hereof.

EXHIBIT 3A

Excepting therefrom the following described parcels of land:

Exception D

All that property described as "Alpha Aren Tank Site No. 803" recorded in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the northwest corner of Parcel 26 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 31°28'35" West, a distance of 1296.42 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 11°48'07" West, a distance of 82.96 feet;

Thence, North 78°12'53" East, a distance of 69.57 feet;

Thence, South 11°46'01" East, a distance of 82.97 feet;

Thence, South 78°13'32" West, a distance of 69.52 feet to the Point of Beginning.

Containing 0.132 Acres, more or less.

Exception E

All that property described in a Grant Deed recorded in Book 801215 at Page 499 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the west end of a line described as (N. 89°36'00" E. 467.64) which is on the east line of said Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 of the Official Records of Sacramento County, thence, North 62°26'47" West a distance of 2547.29 feet;

Thence, North 89°53'58" West, a distance of 200.00 feet;

Thence, North 00°05'32" East, a distance of 200.00 feet;

Page 5 of 6

EXHIBIT 3A

Thence, South 89°54'15" East, a distance of 199.92 feet;

Thence, South 00°04'05" West, a distance of 200.02 feet to the Point of Beginning. ,

Containing 0.918 Acres, more or less.

See Exhibits A-1 plats to accompany legal descriptions attached hereto and made a part hereof.

End of Description

Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95881



David W Kopp, PLS 4533
License Expiration Date: 12-31-10

Date: 8/17/2010

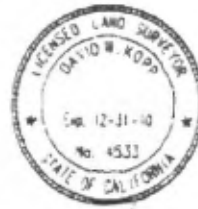
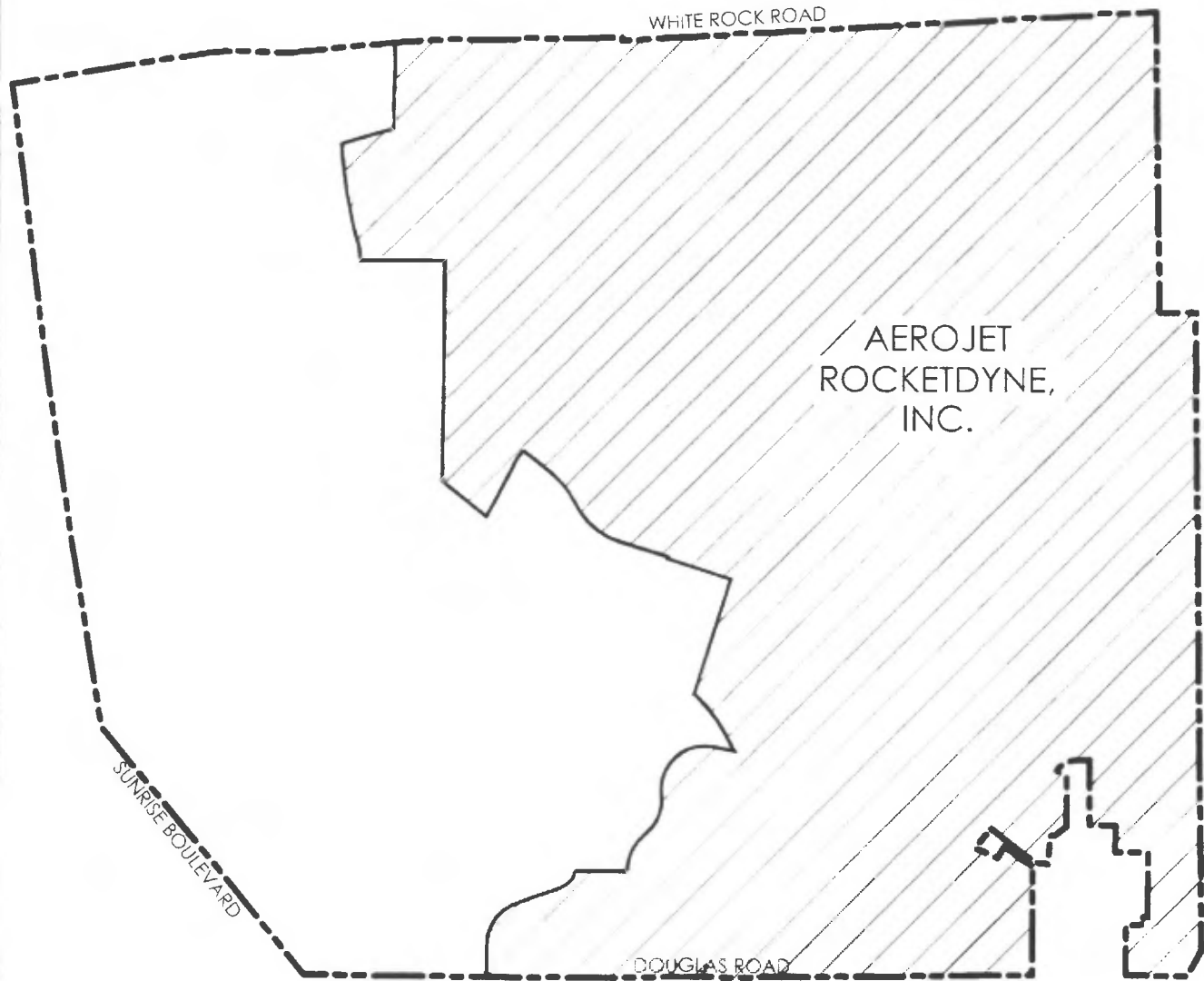


EXHIBIT 3A

EXHIBIT 2: LANDOWNER'S PROPERTY - MAP

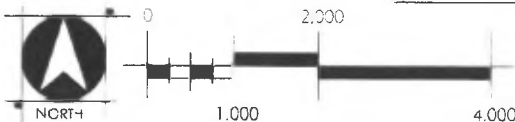
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

-  RIO DEL ORO PROJECT BOUNDARY
-  AEROJET ROCKETDYNE, INC. PROPERTY



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

SHEET 2 OF 2

EXHIBIT 3A

EXHIBIT 3: RHNA ACREAGE

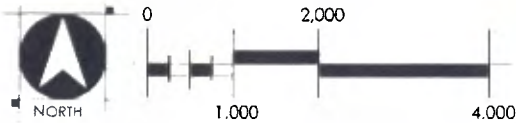
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

-  RIO DEL ORO PROJECT BOUNDARY
-  RHNA ACREAGE



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

EXHIBIT 3A

EXHIBIT 4: IDENTIFIED SITES (AEROJET ROCKETDYNE, INC.)

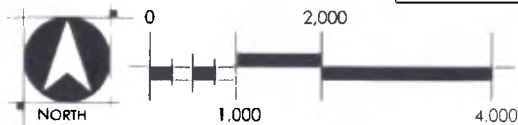
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

-  RIO DEL ORO PROJECT BOUNDARY
-  IDENTIFIED SITES



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

SHEET 2 OF 2

\\woodrogers\luc\Products\Drawings\1000-A\1002-Modular\Modular-Pro-CA\Planning\Exhibits\Exhibit 4_RIODELORO_AEROJET-Exhibit 4.dwg 8/22/2018 2:42 PM Bruce Toner

EXHIBIT 3B

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN AGREEMENT
FOR THE RIO DEL ORO SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA, AND
ELLIOTT HOMES, INC.**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and Elliott Homes, Inc., an Arizona corporation ("Landowner"), as of _____, 2016. City and Landowner are hereinafter sometimes collectively referred to as the Parties. This AHP shall be binding on Landowner and on any and all of Landowner's successors and assigns developing the real property described in Exhibit 1 and depicted in Exhibit 2 hereto and incorporated herein (the "Property") within the Rio Del Oro Specific Plan ("RDOSP").

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following policies related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, the City of Rancho Cordova Housing Element, adopted December 16, 2013 by City Council Resolution No. 119-2013 ("Housing Element") states that all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is

EXHIBIT 3B

required to provide a range of housing opportunities responding to the housing needs associated with the proposed development; and

WHEREAS, Policy H.1.5 of the Housing Element states that “[d]evelopers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project’s plan for providing affordable housing;” and

WHEREAS, Housing Element Action H.1.5.1 provides that the Affordable Housing Plan “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement,” and “[i]n order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...;” and

WHEREAS, on September 20, 2012, the Sacramento Area Council of Governments’ (“SACOG”) Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan (“RHNP”). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation (“RHNA”). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, local governments are required to update their housing elements to plan to accommodate their entire RHNA share by income category; and

WHEREAS, the City has received an allocation from SACOG of the projected share of the Region’s total growth within the City, including both a projected allocation of total housing units and a distribution of this projected growth by family income categories; and

WHEREAS, the City intends to meet Housing Element Policies H.1.5, H.1.5.1 and the requirements of state law by demonstrating that it is providing sufficient zoning capacity to accommodate a portion of the RHNA for housing available to a variety of income categories within the RDOSP area (“RDOSP Area”); and

WHEREAS, based on the foregoing requirements, this AHP is comprised of two major components: the Property’s fair share of the RHNA allocation and affordable housing performance; and

WHEREAS, the City Council supports and has determined that an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU in the RDOSP Area will, when combined with the City’s non-residential linkage fees as set forth in Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89, state and federal tax credits, and other state, federal and local grant and loan program funds, result in sufficient funds for City, or another third party, to develop within the City approximately six percent (6%) of new residential development as affordable rental units and one percent (1%) as affordable for-sale units; and

WHEREAS, in preparing this AHP, the City and Landowner considered economic, environmental, and fiscal factors and community goals set forth in the general plan; and

EXHIBIT 3B

WHEREAS, Landowner has agreed to meet the affordable housing obligations as identified in this AHP. This AHP fully satisfies Landowner's obligations pursuant to Housing Element Policy H.1.5 and all action items related thereto; and

WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the RDOSP Area. Any violation by Landowner of the terms of this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with enforcement action as further set forth in this Agreement.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to the following AHP:

DEFINITIONS

All capitalized terms used in this Agreement shall have the meaning set forth in this Section. Any capitalized terms not defined herein shall have the meaning set forth in the Amended and Restated Development ("ARDA") by and between Elliott Homes, Inc. and the City, adopted by the City by Ordinance No. _____, on _____, 2016;

"AHP" shall mean this Affordable Housing Plan Agreement, entered into between the City and Landowner and approved by Resolution No. _____-2016, on _____, 2016;

"Affordable Housing In Lieu Fee" is the fee payable pursuant to this AHP, in the amount of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU, and as may be adjusted as allowed by Section 2.2 of this AHP.

"Affordable Units" shall mean those units (whether single family or multi-family, and regardless of density) designated by the City to be affordable under the provisions of Section 4 of this AHP (and which are subject to a regulatory agreement as specified in that Section), with income levels calculated pursuant to regulations issued by the California Department of Housing and Community Development ("HCD") (with specific application to Sacramento County), and as may be adjusted from time to time by HCD based upon size of household, regional cost of living and other relevant factors. Subject to the regulations issued by HCD, City may designate Affordable Units as those units available to families with incomes ranging from zero to 120% of median family income.

"ARDA" shall mean the Amended and Restated Development Agreement ("ARDA") by and between Elliott Homes, Inc. and the City, adopted by the City by Ordinance No. _____, on _____, 2016.

"HCD" shall mean the State of California, Department of Housing and Community Development (or any successor thereto).

"HD" shall refer to the acreage designated in the RDOSP for development at or above an average density of 26 units per acre.

"Housing Element" shall mean the Housing Element in effect as of the effective date of this AHP, which was adopted on December 16, 2013 by City Council Resolution No. 119-2013.

"Market Rate Units" ("MRU") shall mean those units approved for residential development (whether single family or multi-family, and regardless of density) within the

EXHIBIT 3B

RDOSP Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

“Property” shall mean the 1,516-acre portion of the RDOSP Area owned by Landowner, located in the City of Rancho Cordova, County of Sacramento, and more particularly described in Exhibit 1 and depicted in Exhibit 2.

“RDOSP” shall mean the Rio del Oro Specific Plan, and all amendments thereto, whether approved before or after the date of this AHP.

“RDOSP Area” shall mean the entire property included within the Amended Rio del Oro Specific Plan, approved by the City on _____, 2016, by Ordinance No. ____-2016.

“RHNA” shall mean the Regional Housing Needs Allocation adopted by the Sacramento Area Council of Governments on September 20, 2012 to cover the time period 2013-21.

“RHNA Acreage” shall mean those sites identified on Exhibit 3 to this AHP, which are designated in the RDOSP for high-density development at no less than 26 units per acre.

“RHNP” shall mean the Regional Housing Needs Plan as established by SACOG on September 20, 2012 for the period 2013-21.

“SACOG” shall mean the Sacramento Area Council of Governments.

AGREEMENT

1. Property Subject to this Affordable Housing Plan. Landowner owns fee title to the Property. This AHP shall apply to, and be recorded on, the Property. The remaining portion of the RDOSP Area shall also be subject to a separate AHP, entered into between the City and the owner of fee title to that other portion of the RDOSP Area. Landowner understands, and City represents, that City intends to impose similar terms and conditions related to affordable housing on all portions of the RDOSP Area.

2. Payment of Affordable Housing In Lieu Fee. All MRU (both single family and multi-family) shall pay an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU. The Affordable Housing In Lieu Fee shall be due and payable at the time a building permit is issued for the unit or multi-family structure.

2.1. Exemptions. No Affordable Housing In Lieu Fee shall be required to be paid by any Affordable Units developed on the Property or by any development or structure subject to a non-residential building permit. Any development or structure subject to a non-residential building permit shall pay the housing trust development impact fee established pursuant to Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89.

2.2. Increases to Affordable Housing In Lieu Fee. The Affordable Housing In Lieu Fee shall not be subject to increase during the “Incentive Period,” as that phrase is defined in the ARDA between the Parties. After the expiration of the Incentive Period, the Affordable Housing In Lieu Fee required under this AHP shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR’s index of the City

EXHIBIT 3B

of San Francisco between October and October of each year.

3. Regional Housing Needs Allocation for the RDOSP Area. Based on the RHNA, City has designated 98 acres within the RDOSP Area for high density development, and City has identified as "RHNA Acreage" the property identified on Exhibit 3 to this AHP. Landowner has no obligation to develop or cause the development of Affordable Units on the RHNA Acreage. However, unless otherwise approved by the City, any development of the that portion of the RHNA Acreage within the Property as, if, and when the same occurs, shall be consistent with RHNA requirements as identified by the Housing Element (in effect as of the date of this AHP), and shall be at a minimum density of 26 dwelling units per acre, subject to the following provisions:

3.1. No Net Loss. California Government Code section 65584 requires all development on RHNA qualifying acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to contribute to the required RHNA performance, development on the RHNA Acreage must be at or above a density of an average of 26 units per acre, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element, and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65863. The City will accept an average of 26 units per acre on RHNA Acreage being developed concurrently by the same owner.

3.2. Review of RHNA Acreage. The Parties acknowledge that SACOG will review, from time to time, the RHNA for the City. The SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining projected RHNA requirements for the RDOSP Area. However, no such future adjustment by SACOG in the allocation of RHNA units to the City shall result in an increase to the RHNA Acreage as described herein. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the RDOSP Area, upon receipt by City of a written request from Landowner for reconsideration of the allocation of RHNA Acreage, the City will consider whether RHNA Acreage is still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584.

4. Affordable Housing Performance Requirements. Landowner has no obligation to construct Affordable Units under this AHP, and is not required to reserve or dedicate any land for the construction of affordable housing. However, at the request of City, Landowner has identified locations and acreages of four (4) sites, which may be subdivided to create three-acre parcels in the future (the "Identified Sites"), as shown on Exhibit 4 attached hereto, that may be suitable for the construction of Affordable Units by third parties. Landowner will offer to City for compensation at fair market value (to be determined as set forth below) all or a portion of the Identified Sites as follows:

4.1 Identified Sites for Affordable Units.

4.1.1. Total Acreage. The Identified Sites within the Property will result in 12 acres of HD available for purchase by the City. The Identified Sites are depicted on Exhibit 4.

4.1.2. Timing and Manner of Acquisition. City shall have the option to purchase any three (3) acre parcel within an Identified Site(s) (the "Parcel"). Such option shall

EXHIBIT 3B

be exercised no earlier than the date of approval of the small lot tentative subdivision map which includes the Identified Site(s), and no later than sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site. City shall exercise such option by delivering to Landowner a written purchase and sale agreement ("PSA"), executed by City as the buyer, along with a written appraisal of the Parcel substantiating the purchase price as set forth in the PSA. Said appraisal shall include the value of any improvements constructed or to be constructed by Landowner, including but not limited to the value of rough grading and stubbing for natural gas, water, storm drain, sewer, conduit for electrical and fiber, etc.). Landowner shall have ninety (90) days from the date of receipt of the PSA to either accept the offer by executing the PSA as the seller, or to make a written counteroffer to City. In the event City does not exercise its option within sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site(s), City's option to purchase the Identified Site(s) within the final small lot subdivision map shall terminate.

If Landowner's counteroffer includes a purchase price different from that included in the PSA, Landowner shall include in its counteroffer a second written appraisal substantiating Landowner's proposed purchase price. Landowner and City shall meet and confer, in good faith, to resolve any differences between City's PSA and Landowner's counteroffer. If, within fifteen (15) days after presentation of Landowner's counteroffer to City, the Parties cannot agree on a purchase price and execute a final PSA, City and Landowner shall, within an additional fifteen (15) days, agree on and retain a third appraiser who shall decide the purchase price within thirty (30) days after such appraiser is engaged, with the costs of this determination to be shared equally by the Parties. The purchase price decided by the third appraiser shall not be less than the purchase price set forth in City's proposed PSA, and shall not be more than the purchase price set forth in Landowner's counteroffer.

Any other terms and/or conditions that Landowner's counteroffer modifies or adds from those set forth in City's proposed PSA shall be resolved in good faith between the Parties, it being acknowledged that the material terms of any final PSA are included in this AHP.

Once the purchase price has been resolved in the manner described above, the Parties shall execute the final PSA within fifteen (15) days after receipt of the third appraiser's determination of purchase price. Unless otherwise specified therein, close of escrow shall occur not more than sixty (60) days after full execution of the final PSA.

Landowner shall have the right at any time to present City with a written offer to sell a Parcel to City. City shall have no obligation to accept or reject such offer, or to make a counteroffer, prior to the date which is sixty (60) days after recordation of the final small lot subdivision map which includes the Parcel, provided that City agrees that it will nevertheless consider any such offer in good faith.

4.1.3 Compensation to Landowner. Landowner shall be paid the purchase price either (a) in cash or (b) through the application of credits to any Exactions owed on remaining undeveloped units within the subdivision. In the event Landowner is compensated through credits, City and Landowner will enter into an appropriate agreement memorializing the application of the credits prior to close of escrow.

4.1.4 Obligations of Landowner with Respect to Improvements for Identified Site(s). City acknowledges and agrees that, other than the agreement as to the location of the Identified Site(s), Landowner shall not be required to reserve or dedicate any of the Identified Site(s) to City and Landowner is not required to construct Affordable Units on the

EXHIBIT 3B

Identified Sites. City further acknowledges and agrees that Landowner has no obligation or requirement to construct frontage improvements to the Identified Site(s), including but not limited to curb, gutter, and sidewalk. If Landowner installs improvements of any kind, the value of the improvements shall be included in the purchase price and either paid for or credited to Landowner as provided in Section 4.1.4.

4.1.5 Construction of Affordable Units on the Identified Site(s). City shall consult with Landowner on the selection of a third party who will construct Affordable Units on the identified Site(s). The design, landscaping, materials, and all other pertinent development standards contained in the Rio del Oro Specific Plan Development Standards and Design Guidelines (and any and all amendments thereto) shall apply to the construction of the Affordable Units.

4.2 Other Options for Meeting Obligations Under the AHP. The Parties acknowledge that as the Property develops and market conditions evolve, new solutions for meeting affordable housing obligations may arise and merit consideration. Pursuant to Section 5.2 below, the Parties may cooperate to amend this AHP to accommodate such additional options.

5. Term, Amendment and Termination.

5.1. Term. This term of this AHP shall extend and be equal to the term of the ARDA, but the requirements applicable to any MRU shall terminate after the payment of the Affordable Housing In Lieu Fee for that MRU, and shall terminate as to the entire Property when all Affordable Housing In Lieu Fees required by this Agreement for the Property have been paid and Landowner has fully complied with the requirements of Section 4.

5.2. Amendment by Mutual Consent. This AHP may be amended in writing from time to time by mutual consent of the City and Landowner.

5.3. Termination. This AHP may be canceled in whole or in part only by mutual consent of the City and Landowner or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

6. Breach. This AHP is implemented as a condition of approval for consistency with the City's Housing Element. Any material violation by Landowner of the requirements under this AHP shall be considered a violation of a condition of approval, and City may invoke remedies appropriate to violation of a condition of approval, including the withholding of building permits until such violation has been cured. The procedures regarding defaults and opportunity to cure set forth in the ARDA (Sections 17, and 17.1 through 17.1.4, inclusive) shall apply to any alleged violation of the terms of this AHP.

7. Severability. If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive Landowner of an essential benefit of this AHP, then Landowner will have the option to terminate this entire Agreement upon written notice to City. If City contends that it has been deprived of an essential benefit of this AHP, then City shall notify Landowner and the Parties will meet and confer to evaluate whether the remainder of the Agreement should be valid and enforceable.

EXHIBIT 3B

8. Applicable Law. California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

9. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein related to the performance of the Parties as set forth in this AHP, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

10. Agreement Runs With The Land. Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

11. Indemnification. Landowner agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees arising out of or related to the obligations of this AHP. Landowner has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives.

12. Cooperation In the Event of Legal Challenge to this AHP. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

12.1. The City and Landowner agree to cooperate in defending against the action or proceeding.

12.2. Landowner is solely responsible for its own costs and any costs incurred by the City for such defense.

12.3. Neither Landowner nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

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

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14. Notices. All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA

Community Development Director

2729 Prospect Park Drive

Rancho Cordova, CA 95670

Fax: _____

E-mail: _____

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

Landowner

Attn:

Address

City, State, Zip

Fax : _____

E-mail: _____

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

15. Assignment and Release. From and after recordation of this AHP against the Property, Landowner shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that: (1) Landowner will pay City any and all fees or amounts due to City, as set forth in Section 2 of this AHP, and (2) upon the receipt by the City Community Development Director of the express written assignment by Landowner and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Community Development Director upon the request of Landowner) and the City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

16. Form Of Agreement; Recordation; Exhibits. City will record this AHP, and any subsequent amendment to this AHP, against the Property with the County Recorder within thirty

EXHIBIT 3B

(30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of ___ pages and ___ exhibits, which constitute the entire understanding and agreement of the Parties with respect to the AHP and obligations related thereto.

17. Recitals. The Recitals set forth above are an integral part of this Agreement and shall have the same contractual and legal significance as any other language in this Agreement.

EXHIBIT 3B

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. ____-2016, adopted by the Council of the City on this ____ day of _____ 2016, and Landowner has caused this AHP to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: Cyrus Abhar
Its: City Manager

Date: _____, 2016

“LANDOWNER”

ELLIOTT HOMES, INC.,
an Arizona corporation

By: _____
Name: _____
Title: _____

Date: _____, 2016

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____, 2016

EXHIBIT 3B**EXHIBIT LIST**

- Exhibit 1: Landowner's Property – Legal Description
- Exhibit 2: Landowner's Property – Map
- Exhibit 3: RHNA Acreage
- Exhibit 4: Identified Sites

2698810.3

EXHIBIT 1

Legal Description of the Elliott Homes Property

PARCEL 1:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio De Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet; (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet.; thence North 00°53'20" East 4230.53; thence North 90°00'00" West 1078.83 feet; thence

North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc having a radius of 1500.00 feet, said arc being subtended by a chord bearing south 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

EXCEPTING THEREFROM as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced and saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting all water and rights, including, but not limited to, all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

EXHIBIT 3B

Thence, North 00°22'20" East, a distance of 1401.37 feet along said common line;

Thence, South 51°45'32" East, a distance of 723.29 feet;

Thence, North 27°42'33" East, a distance of 850.47 feet;

Thence, North 38°10'20" East, a distance of 125.00 feet;

Thence, South 51°49'40" East, a distance of 453.85 feet;

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of 25°22'37" and a radius of 1125.00 feet;

Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of 46°07'00" and a radius of 975.00 feet;

Thence, South 72°34'03" East, a distance of 651.82 feet;

Thence, South 17°25'57" West, a distance of 25.00 feet;

Thence, South 72°34'03" East, a distance of 856.47 feet;

Thence, South 17°25'57" West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South 42°47'17" West;

Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of 19°03'35" and a radius of 2000.00 feet;

Thence, South 28°09'08" East, a distance of 236.87 feet;

Thence, North 79°02'16" West, a distance of 274.71 feet;

Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of 108°28'52" and a radius of 560.00 feet;

Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;

Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;

Thence, South 89°31'57" West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°24'23" West;

EXHIBIT 3B

Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of $47^{\circ}26'53''$ and a radius of 164.00 feet;

Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of $27^{\circ}49'00''$ and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of $08^{\circ}53'18''$ and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of $66^{\circ}04'15''$ and a radius of 533.00 feet;

Thence, South $00^{\circ}17'18''$ East, a distance of 423.57 feet to the south line of said Parcel 15;

Thence, North $89^{\circ}37'40''$ West, a distance of 418.60 feet along said south line to the Point of Beginning.

Containing 401.202 Acres gross, more or less.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North $00^{\circ}22'20''$ East, a distance of 1075.90 feet along the common line between said properties;

Thence, South $89^{\circ}37'45''$ East, a distance of 120.05 feet to the Point of Beginning;

Thence, from the Point of Beginning, North $00^{\circ}02'10''$ West, a distance of 79.89 feet;

Thence, South $89^{\circ}58'18''$ East, a distance of 78.00 feet;

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EXHIBIT 3B

Thence, South 00°00'36" West, a distance of 79.95 feet;

Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

Containing 0.143 Acres, more or less.

Exception B

All that property described as "Tank Site No. 804" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet;

Thence, South 71°48'29" East, a distance of 146.44 feet;

Thence, South 18°10'43" West, a distance of 276.46 feet;

Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Containing 0.930 Acres, more or less.

Exception C

All that property described as "Beta Area Well Site 'A'-805" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between

EXHIBIT 3B

Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, North 26°40'21" East, a distance of 268.14 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 00°02'08" East, a distance of 79.98 feet;

Thence, North 89°57'06" East, a distance of 70.00 feet;

Thence, South 00°00'09" East, a distance of 80.01 feet;

Thence, South 89°58'15" West, a distance of 70.05 feet to the Point of Beginning.

Containing 0.129 Acres, more or less.

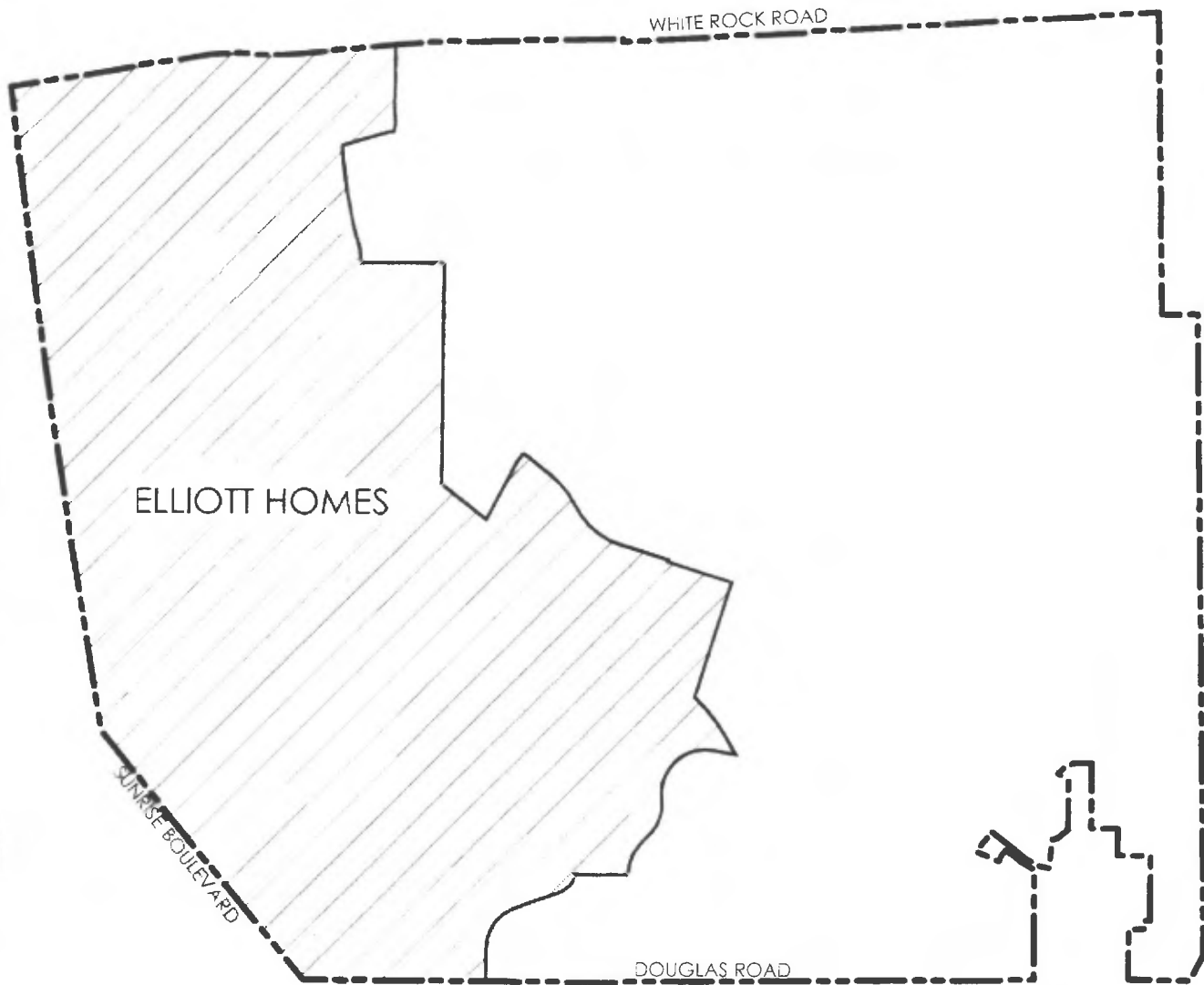
End of Legal Description

EXHIBIT 3B

EXHIBIT 2: LANDOWNER'S PROPERTY - MAP

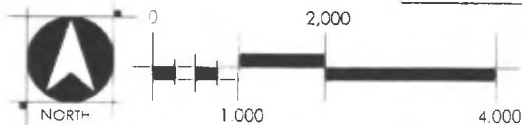
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

- RIO DEL ORO PROJECT BOUNDARY
- ▨ ELLIOTT HOMES PROPERTY



WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
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 Sacramento, CA 95816 Fax 916.341.7767

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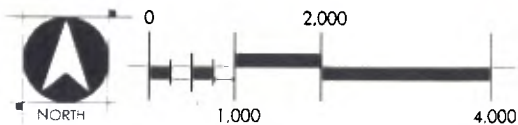
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EXHIBIT 3: RHNA ACREAGE
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LEGEND

 RIO DEL ORO PROJECT BOUNDARY
 RHNA ACREAGE



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EXHIBIT 4: IDENTIFIED SITES (ELLIOTT HOMES)

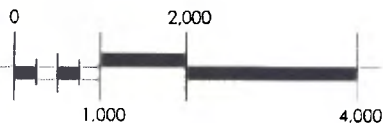
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LEGEND

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-  IDENTIFIED SITES



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 Sacramento, CA 95816 Fax 916.341.7787

SHEET 1 OF 2

Public Review Draft Report

Rio Del Oro Specific Plan Public Facilities Financing Plan

The Economics of Land Use



Prepared for:

Elliott Homes, Inc., and Easton Development Company, Inc.

Prepared by:

Economic & Planning Systems, Inc. (EPS)

August 2016

*Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

EPS #132064

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1. INTRODUCTION AND SUMMARY

Introduction

The Rio del Oro Specific Plan, defined in this report as “RDOSP” or “Project,” is located on approximately 3,830 acres in the City of Rancho Cordova (City), south of U.S. Highway 50 and White Rock Road, north of Douglas Road, and east of Sunrise Boulevard. The Project, located generally west of Grant Line Road, is not demarcated by a roadway on its eastern boundary. **Map 1-1** shows the RDOSP in its regional context.

This Public Facilities Financing Plan (Financing Plan) is completed as part of a 2 tiered Project entitlement and approval process. The RDOSP Specific Plan document and Environmental Impact Report (EIR) were approved by the City on August 5, 2010. The initial Project approval process established additional entitlement requirements (Tier 2 entitlements). The Tier 2 entitlements for the RDOSP include the following documents and actions:

- Financing Plan
- Phasing Master Plan
- Tier 2 Development Agreements
- Affordable Housing Plan
- Overall Project Conditions of Approval

In addition to completion of the Tier 2 entitlement requirements at this time, the Project is pursuing minor amendments to the Specific Plan to reflect additional high density residential requirements and changes to the City’s park and open space requirements that have occurred since the original 2010 Specific Plan adoption.

As part of the RDOSP Tier 2 entitlement process, this Financing Plan provides the policy framework and technical information to support adoption of the recommended financing mechanism(s) for constructing Backbone Infrastructure and Public Facilities (as defined in **Chapter 3**) required to serve new RDOSP development. In this document, the term Improvements will also be used to describe the combination of Backbone Infrastructure and Public Facilities.

This Financing Plan includes a description of the RDOSP land uses, a description of the Project Backbone Infrastructure and Public Facilities including cost estimates and phasing, proposed funding sources, and an analysis of the financial feasibility of the RDOSP.

The RDOSP is owned by two developers: Elliott Homes, Inc., and Easton Development Company, Inc. (Master Developers). It is envisioned to include a combination of residential, commercial, and park and open space land uses across the 3,830-acre site. The RDOSP includes approximately 12,190 residential units spread over almost 1,950 gross developable acres, as well as almost 520 acres of commercial development, and nearly 1,400 acres of public and quasi-public land uses. **Map 1-2** shows the proposed land use plan of the Project, and **Table 1-1** summarizes the buildout land use plan for the RDOSP.

Table 1-1
Rio Del Oro Specific Plan Financing Plan
Land Use Summary

Land Use	Units per Acre/FAR	Phase 1			Buildout		
		Acres	Dwelling Units	Bldg. Sq. Ft.	Acres	Dwelling Units	Bldg. Sq. Ft.
Residential Uses	<i>units/acre</i>						
Single-Family	5	99.5	482	-	1,566.4	7,593	-
Medium-Density	8	20.4	147	-	283.1	2,048	-
High-Density	26	12.0	312	-	98.0	2,548	-
Subtotal Residential Uses		131.9	941		1,947.4	12,189	0
Nonresidential Uses	<i>FAR</i>						
Local Town Center	0.25	0.0	-	0	24.3	-	265,042
Regional Town Center	0.25	0.0	-	0	112.9	-	1,229,481
Village Commercial	0.25	0.0	-	0	20.1	-	218,535
Business Professional	0.30	0.0	-	0	90.4	-	1,181,520
Industrial Park	0.40	0.0	-	0	269.5	-	4,696,521
Subtotal Nonresidential Uses		0.0	0	0	517.3	0	7,591,099
Subtotal Developable Uses		131.9	941	0	2,464.7	12,189	7,591,099
Percentage of Total		5%	8%	0%	100%	100%	100%
Public Uses							
Public/Quasi Public		0.0	-	-	7.5	-	-
School Campus		0.0	-	-	78.0	-	-
Middle School		0.0	-	-	20.0	-	-
Elementary School		0.0	-	-	54.9	-	-
Community Park		0.0	-	-	121.5	-	-
Neighborhood Park		5.2	-	-	57.7	-	-
Storm Water Detention		0.0	-	-	38.7	-	-
Wetland Preserve		0.0	-	-	510.0	-	-
Drainage Parkway		0.0	-	-	141.9	-	-
Private Recreation		0.0	-	-	52.5	-	-
Open Space		0.0	-	-	22.2	-	-
Open Space/Preserve		0.0	-	-	12.0	-	-
Greenbelts		23.8	-	-	50.8	-	-
ROW		8.8	-	-	195.5	-	-
Subtotal Public Uses		37.8	0	0	1,363.3	0	0
Total		169.7	941	0	3,827.9	12,189	7,591,099

/u

Source: Wood Rodgers, October 2015.

-  City Boundary (July 2010)
-  Rio Del Oro

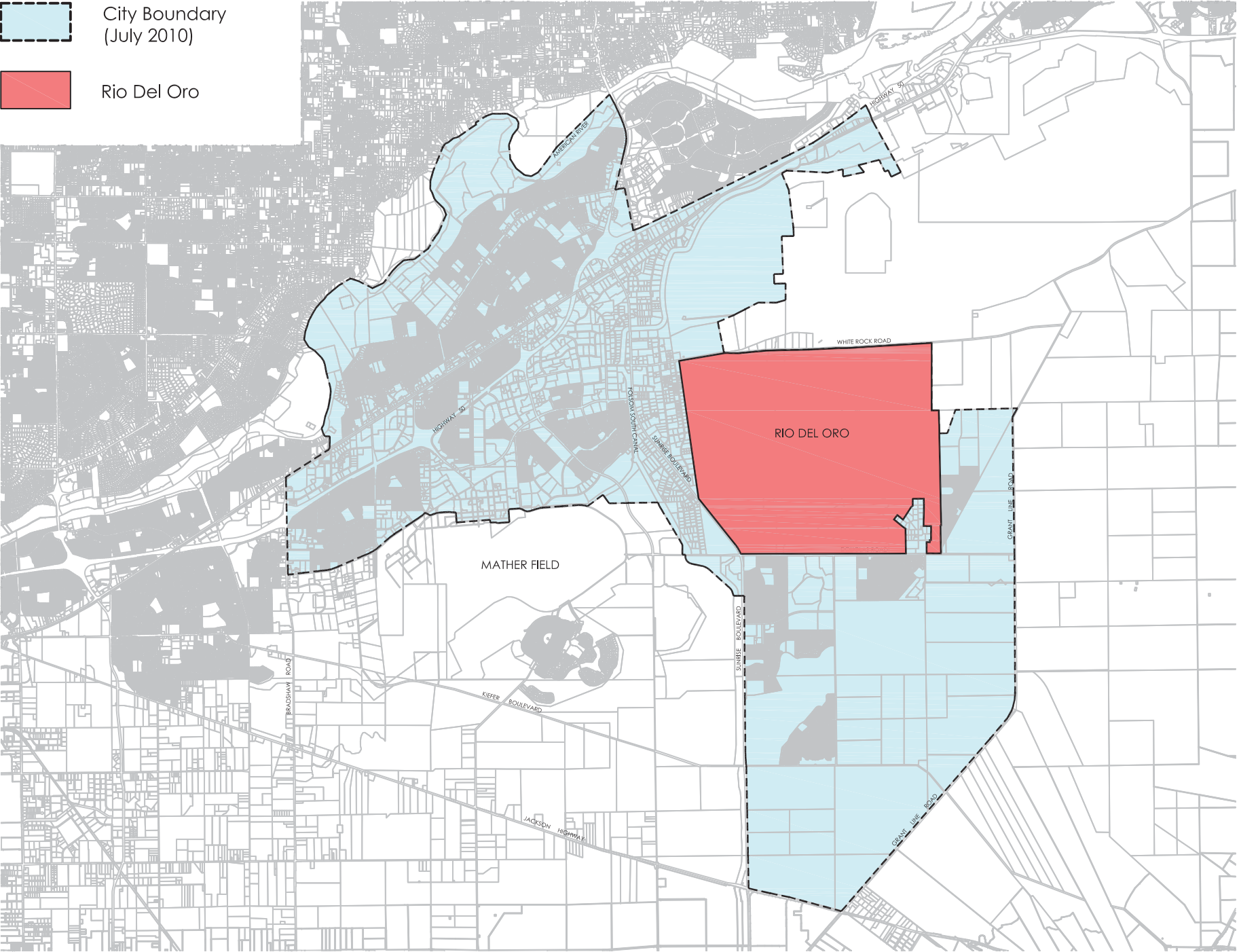


EXHIBIT 3C

*Rio del Oro Specific Plan Public Facilities Financing Plan
Public Review Draft Report August 2016*

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Map 1-2

LAND USE PLAN
RIO DEL ORO

LAND USE SUMMARY

LAND USE	ACRES	DENSITY RANGE	FIXED COUNT	UNITS	UNIT %	% OF RESIDENTIAL ACRES
SF SINGLE FAMILY RESIDENTIAL	1,566.4	2.1 - 6.0	4.84 DU/AC	7,593	62%	40.9%
MD MEDIUM DENSITY RESIDENTIAL	283.1	6.1 - 18.0	7.23 DU/AC	2,048	17%	7.4%
HD HIGH DENSITY RESIDENTIAL	98.0	18.1 - 40.0	26.00 DU/AC	2,548	21%	2.6%
VC VILLAGE COMMERCIAL	20.1					
LTC LOCAL TOWN CENTER	24.3					
RTC REGIONAL TOWN CENTER	112.9					
BP BUSINESS PARK	90.4					
MP INDUSTRIAL PARK	269.5					
P/QP PUBLIC / QUASI PUBLIC	7.5					
FS FIRE STATION	*					
AFS ALTERNATIVE FIRE STATION	*					
MS/HS SCHOOL CAMPUS	78.0					
MS MIDDLE SCHOOL	20.0					
ES ELEMENTARY SCHOOL	54.9					
CP COMMUNITY PARK	121.5					
P NEIGHBORHOOD PARKS	57.7					
SWD STORM WATER DETENTION	38.7					
WETLAND PRESERVE	510.0					
DRAINAGE PARKWAY	141.9					
PRIVATE RECREATION	52.5					
OS OPEN SPACE	22.2					
OS/P OPEN SPACE/ PRESERVE	12.0					
LANDSCAPE CORRIDORS*	0.0					
GB GREENBELTS	50.8					
MAJOR ROADS	195.5					
TOTALS:	3,827.9			12,189	100%	

*LANDSCAPE CORRIDORS REMOVED FROM LAND USE SUMMARY, ACREAGE ASSIGNED TO ADJACENT PARCEL.
*UNDERLYING ZONING SHALL REMAIN.

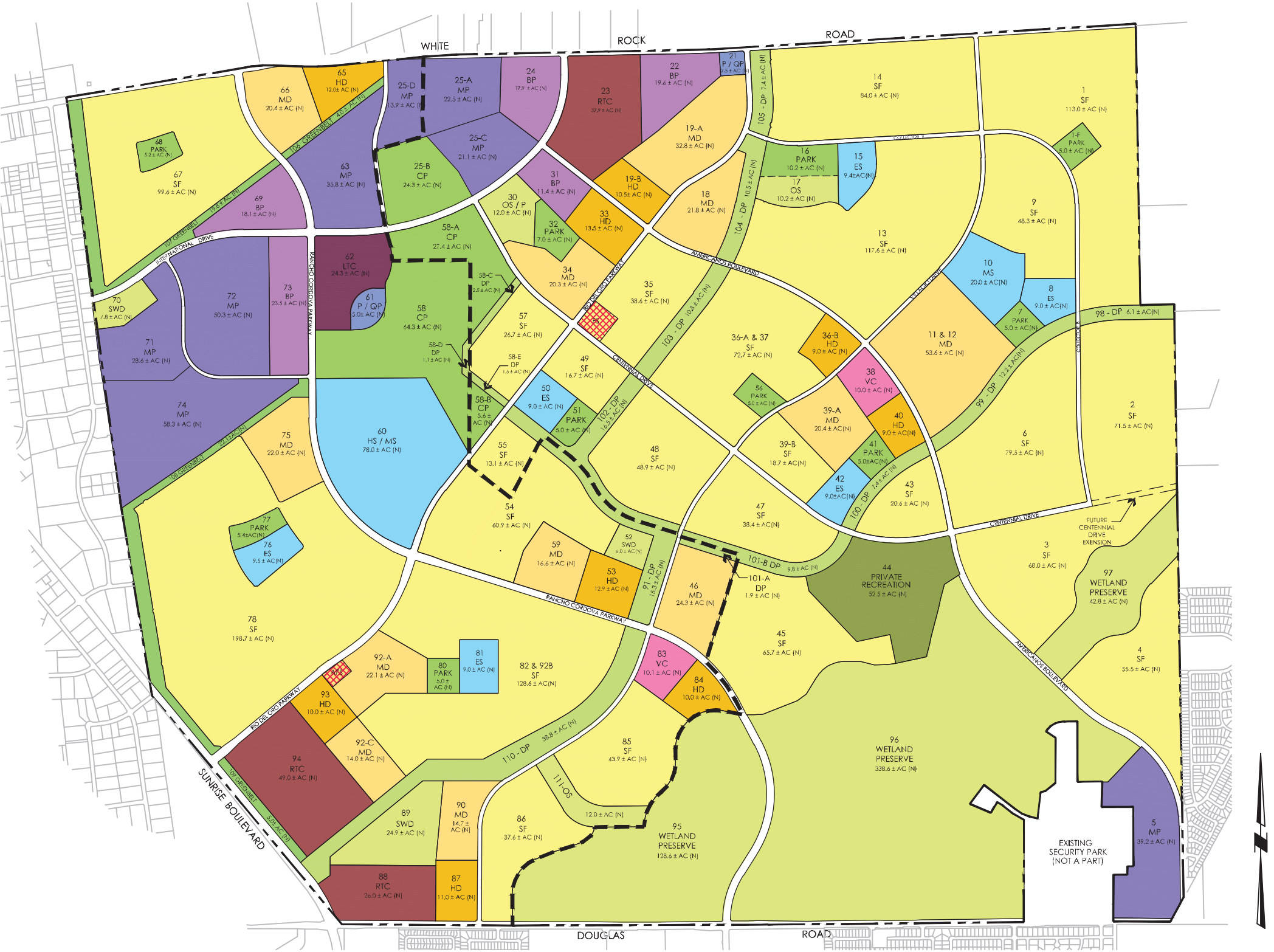


Exhibit 3-2
Land Use Plan

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Economic & Planning Systems, Inc. (EPS) prepared this Financing Plan. Wood Rodgers, Inc., prepared the engineering design and cost estimates, which are current as of April 2016.

Land Use Phasing

This Financing Plan establishes the policy framework and evaluates the feasibility of Backbone Infrastructure and Public Facility requirements for two project development thresholds; a conceptual Phase 1 included for Financing Plan analysis purposes and Buildout (all phases). For these purposes, the conceptual Phase 1 will occur in the northwestern portion of the RDOSP and may develop independently of any other phases. Approximately 940 residential units are expected in Phase 1. Phase 1 does not contain any nonresidential or public uses. **Chapter 7** evaluates the feasibility of Backbone Infrastructure and Public Facility requirements for Phase 1.

The Specific Plan and **Appendix H** of this Financing Plan include an Infrastructure Phasing Plan which establishes a conceptual phasing plan for the major backbone infrastructure needed to serve the RDOSP. After initiation of the Project, development will respond to market conditions and will occur in multiple phases. The Infrastructure Phasing Plan includes 10 separate development phasing areas, all of which can be developed independently of each other and in any order. The conceptual phasing areas are based on the logical placement of infrastructure, utilities, and roads.

Overview of Financing Strategy

This Financing Plan shows the estimated costs to construct identified Backbone Infrastructure and Public Facilities and describes the proposed or identified financing mechanisms to fund those costs.

Factors Influencing the Financing Plan

The process of developing the Financing Plan for the RDOSP includes several important considerations:

- Large amount of acreage (approximately 3,830 acres) with two Master Developers.
- Broad mix of land uses.
- Large amount of commercial space (roughly 7.6 million building square feet) that will have a lengthy buildout timeframe.
- Substantial amount of major infrastructure required in the early phases of development.

Purpose and Goals of the Financing Plan

Given the above identified factors, the Financing Plan sets forth a plan to finance the Backbone Infrastructure improvements and Public Facilities required to serve the RDOSP subject to the terms and conditions of the Tier 2 entitlements, including but not limited to the Tier 2 Development Agreements. These are the purposes of the Financing Plan:

1. Establish the policy framework for financing the required Backbone Infrastructure and Public Facilities.
2. Specify the Backbone Infrastructure and Public Facilities to be constructed.

3. Identify the distribution of cost burdens to the different land uses in the RDOSP.
4. Identify funding sources to pay for the Backbone Infrastructure improvements and Public Facilities.
5. Describe fee programs and possible financing districts.
6. Describe funding sources and financing districts for ongoing operations and maintenance.

The elements of the Financing Plan must work together to provide the optimal balance of fees and private financing to not overly burden undeveloped land, while assuring that necessary facilities are constructed when needed. These are the goals of the Financing Plan:

1. Fully fund all facility and infrastructure improvements when the improvements are needed to serve the Project.
2. Use existing fee programs to the extent possible.
3. Identify new fee programs or increases in existing fee programs to the extent required.
4. Make use of “pay-as-you-go” mechanisms, while allowing for timely construction of Backbone Infrastructure and Public Facility improvements.
5. Make appropriate use of private (developer) financing, existing fee programs, new fee programs, and credit/reimbursement agreements to fund improvements when needed.

Improvement Costs and Funding Sources

Buildout of the RDOSP will require the construction of storm drainage, sewer, water, roadways, and a variety of other public facilities. Cost estimates for required Backbone Infrastructure and Public Facilities have been derived from a combination of available preliminary engineering data provided by Wood Rodgers, Inc., as well as by using data from the City’s 2014 Transportation Development Impact Fee Nexus Report, City Community Facilities Fees Program (CFF), EPS, and other sources.

Backbone Infrastructure and Public Facilities Costs

Table 1-2 summarizes the costs of Backbone Infrastructure and other Public Facilities required to serve a hypothetical Phase 1 and buildout of the RDOSP. At buildout, Backbone Infrastructure and other Public Facilities are estimated to cost approximately \$697.1 million (2015 \$). These costs are for Improvements located within the boundaries of the RDOSP or beyond the boundaries of the RDOSP but are designed to serve the RDOSP and are required to be funded by the RDOSP developers. Wood Rodgers, Inc., provided the engineering cost estimates, current as of April 2016. These costs do not include the costs of in-tract and other subdivision-specific improvements, which will be financed privately.

Table 1-2
Rio Del Oro Specific Plan Financing Plan
Backbone Infrastructure and Public Facilities Cost Summary (2015\$)

Item	Phase 1	Buildout
Backbone Infrastructure		
Roadways		
Backbone Roadways [1]	\$4,201,100	\$52,636,230
Backbone Road Frontage [2]	\$5,209,180	\$120,198,210
Collector Roads [3]	\$0	\$14,218,400
Subtotal Roadways	\$9,410,280	\$187,052,840
Water	\$439,898	\$26,987,291
Drainage	\$6,183,797	\$47,050,079
Sewer	\$1,167,075	\$40,816,089
Subtotal Backbone Infrastructure	\$17,201,049	\$301,906,299
Public Facilities		
Schools [4]	\$10,126,832	\$145,837,952
Fire Station [4]	\$963,048	\$17,430,939
Library [4]	\$545,110	\$7,264,222
Quimby Parks [4]	\$7,944,865	\$105,791,572
Community Places [4] [5]	\$1,110,829	\$14,780,616
Green Infrastructure	\$3,199,500	\$34,222,500
Trails	\$2,417,027	\$16,257,140
Park Renovations [4]	\$940,590	\$12,535,760
Other City Community Facilities [4]	\$2,660,763	\$38,039,221
Subtotal Public Facilities	\$29,908,563	\$392,159,922
Total Backbone Infrastructure & Public Facilities	\$47,109,612	\$694,066,220
Environmental Mitigation Costs [6]	\$2,000,000	\$2,000,000
Special Financing District Formation and Updates [7]	\$53,454	\$1,000,000
TOTAL IMPROVEMENTS	\$49,163,066	\$697,066,220

"cost_sum"

Source: Wood Rodgers and EPS.

- [1] Includes backbone roadway improvements funded by the City TDIF. Includes only the inside (center) lanes (e.g., the inside four lanes on a six lane arterial road or the inside two lanes on a four lane arterial road) and medians.
- [2] Includes on- and off-site backbone roadway frontage improvements not covered by the City TDIF. Americanos Boulevard wetland frontage includes the median section from Centennial Drive to Douglas Road, which is creditable against the City TDIF. Frontage costs also include outside lanes, curb, gutter, joint trench (dry utilities), sidewalk, and streetlight improvements.
- [3] Includes unnamed local collector roads (travel lanes, curb, gutter, joint trench, sidewalk, and streetlight improvements) that are wider than the typical cross section and are separated from adjacent development by in-tract improvements. These collector roads are not covered by the City TDIF.
- [4] Assumes cost is equal to fee revenue generated by Rio Del Oro development.
- [5] If the developer constructs any of the components of the Community Places fee, the developer would receive a fee credit against the Community Places fee.
- [6] Includes the estimated endowment costs for the Wetland Preserve and Cook Property.
- [7] Estimated by EPS.

Sources of Funding

Several different funding sources will be used to fund Backbone Infrastructure and Public Facilities required to serve the Project. Initially, the developer will be required to fund and construct many of the required Improvements with private funding until public funding becomes available. Public funding sources primarily will be used to reimburse the developer for the advance funding of Improvements and to ensure development that occurs at a later time ultimately pays its proportionate share for the required Improvements.

Existing and Potential Fee Programs

The City, County, and Other Agencies serving the RDOSP have established development impact fee programs to fund regional costs for storm drainage, sewer, water, roads, and other capital facilities. Existing and potential future fee programs are discussed in detail in **Chapters 4, 5, and 6**.

Existing City, County, and Other Agency fee programs that will fund a portion of RDOSP infrastructure and public facility obligations include the following programs:

- Sacramento County Water Agency (SCWA) Zone 11A (Storm Drainage) or the Storm Drain Impact Fee when adopted by the City.
- Sacramento Regional County Sanitation District (Regional San) (Sewer, regional conveyance).
- Sacramento Area Sewer District (SASD) (Sewer, local collection).
- Sacramento Transportation Authority (STA) Sacramento County Transportation Mitigation Fee Program (SCTMFP) Measure A fee.
- Sacramento County (Transit).
- SCWA Zone 40 (Water).
- Sacramento Metropolitan Fire District (SMFD) (Fire Facilities).
- Rancho Cordova Citywide Transportation Development Impact Fee (TDIF) (Roads and Transit).
- Rancho Cordova Community Facilities Fee (CFF) Program (Library and Other City Community Facilities).
- Rancho Cordova Park Renovation Fee (Park Renovations).

Other potential fees that are expected to apply to RDOSP development, but that have not yet been adopted, include the following programs:

- Citywide Park or Cordova Recreation and Park District (CRPD) Fee Program.
- Ranch Cordova Community Places Fee.
- Proposed Capital Southeast Connector Project Financing Program.

The existing and potential fees listed above will be paid at various entitlement stages.¹ Many of the RDOSP Improvements are included in the capital improvement programs (CIPs) of these existing and potential fee programs. In those cases, developers who build eligible Improvements would receive a credit or reimbursement from the fee program based on such credit and reimbursement policies in place at the time these improvements are completed.

Proposed RDOSP Special Financing District

For those Improvements not funded by existing fee programs, or where costs substantially exceed eligible Improvement costs, the Financing Plan proposes the Improvements be funded through a RDOSP Special Financing District Program. The Special Financing District could take the form of one or more of the following mechanisms:

- Plan area fee program.
- Infrastructure charge.²
- Land Secured Financing District (Mello-Roos CFD or Assessment District).

The Master Developers may choose different combinations of funding mechanisms for their respective development projects.

Most Backbone Infrastructure initially will be funded and constructed by the developer. Other Improvements will be constructed by the responsible public agency. The RDOSP Special Financing District program may be used to reimburse the developer for advance funding Improvements. As later phases occur, developers in those phases will pay their proportionate share of the RDOSP Special Financing District program costs; this funding will be used to reimburse the developer who funded and constructed more than his/her proportionate share of costs in the RDOSP Special Financing District program at the outset of development.

Private Financing

The City will condition private developers to construct facilities needed to serve development through the subdivision map process. Commercial and multifamily projects will be conditioned through the subdivision map process, the conditional use permit process, or design review process.

¹ SCWA Zone 11A drainage fees or the City Storm Drain Impact fee will be paid at the time Improvement plans are submitted to and approved by the County or the City. SASD fees will be paid at the final map approval stage for single-family subdivisions and at the building permit stage for multifamily and commercial properties. SCWA Zone 40 single-family water fees will be paid in two increments, fifteen percent before approval of an improvement plan and the remaining balance prior to the issuance of a building permit or connection to a water distribution system supplied by wholesale water from SCWA. Multifamily, open space, park, and public school water fees are paid before the approval of an improvement plan. Commercial water fees will be paid in two increments, a per-acre fee at the time improvement plans are submitted to and approved by the City, and per dwelling unit equivalent (DUE) at the building permit stage. All other fees described above will be paid at building permit.

² Similar to a Plan Area Fee, but revenue may be collected privately by the Master Developer(s) either as a specific charge or as a component of the price of the land sale. This funding mechanism may be implemented and managed as a private cost-sharing mechanism between developers.

Because of the scale of Backbone Infrastructure improvements required, private capital initially may be a primary source of funding. To the extent fee revenues are available, the developers will receive fee credits or reimbursements for advance funding eligible projects included in fee programs, based on the City's, County's, and Other Agencies' reimbursement policies.

School Facility Funding

Funding for school facilities to serve the Project will be accomplished through the following mechanisms:

- School development impact fees controlled by State law (Government Code §65995 et. seq.).
- Folsom-Cordova Unified School District (FCUSD) School Facilities Improvement District No. 1 (SFID 1).
- FCUSD School Facilities Improvement District No. 3 (SFID 3).
- The State School Facilities Program.

Summary of Funding Sources for Development of the RDOSP

As shown in **Table 1-3**, total Improvement costs at Project buildout equal approximately \$697.1 million (2015 \$). Of these costs, \$71.1 million is expected to be funded by the RDOSP Special Financing District, \$132.8 million is expected to be funded by private/other financing, and \$493.2 million is expected to be funded by existing and proposed City, County, and Other Agency fee programs.

Organization of the Report

In addition to this introductory chapter, the Financing Plan contains the following chapters:

- **Chapter 2** summarizes the proposed land uses in the RDOSP.
- **Chapter 3** provides a summary of the policy and financing framework.
- **Chapter 4** summarizes the costs and funding sources for City Backbone Infrastructure and Public Facilities, excluding open space and trails.
- **Chapter 5** summarizes the costs and funding sources for the RDOSP parks, open space, and trails system.
- **Chapter 6** summarizes the costs and funding sources for Other Agency Backbone Infrastructure and Public Facilities, excluding parks.
- **Chapter 7** describes the infrastructure phasing plan and offers an analysis of the infrastructure and public facilities costs and funding sources for Phase 1.
- **Chapter 8** outlines the overall financing strategy and funding sources for the RDOSP.
- **Chapter 9** outlines the funding mechanisms for the operation and maintenance of public facilities in the RDOSP.

BUILDOUT

Table 1-3
Rio Del Oro Specific Plan Financing Plan
Preliminary Sources and Uses of Funds at Buildout (2015\$)

Improvement	Estimated Improvement Costs	Proposed Funding Sources							Total Funding
		Existing City, County, Other Fee/Funding Programs					Rio Del Oro Special Financing District Program	Private/ Other	
		City Fees		Other Agency Funding	Parks and Community Places Funding				
		Proposed TDIF Funding	Park Renovation Fee			Community Facilities Fee			
					[1]		[11]	[12]	
Backbone Infrastructure									
Roadways									
Backbone Roadways	\$52,636,230	\$52,636,230	\$0	\$0	\$0	\$0	\$0	\$0	\$52,636,230
Backbone Road Frontage	\$120,198,210	\$800,000	\$0	\$0	\$0	\$0	\$0	\$119,398,210	\$120,198,210
Collector Roads	\$14,218,400	\$0	\$0	\$0	\$0	\$0	\$0	\$14,218,400	\$14,218,400
Subtotal Roadways	\$187,052,840	\$53,436,230	\$0	\$0	\$0	\$0	\$0	\$133,616,610	\$187,052,840
Water	\$26,987,291	\$0	\$0	\$0	\$26,616,265 [2]	\$0	\$371,026	\$0	\$26,987,291
Drainage	\$47,050,079	\$0	\$0	\$0	\$29,840,710 [3]	\$0	\$17,209,368	\$0	\$47,050,079
Sewer	\$40,816,089	\$0	\$0	\$0	\$40,816,089 [4]	\$0	\$0	\$0	\$40,816,089
Subtotal Backbone Infrastructure	\$301,906,299	\$53,436,230	\$0	\$0	\$97,273,064	\$0	\$17,580,394	\$133,616,610	\$301,906,299
Public Facilities									
Schools [7]	\$145,837,952	\$0	\$0	\$0	\$145,837,952 [5]	\$0	\$0	\$0	\$145,837,952
Fire Station [7]	\$17,430,939	\$0	\$0	\$0	\$17,430,939 [6]	\$0	\$0	\$0	\$17,430,939
Library [7]	\$7,264,222	\$0	\$0	\$7,264,222	\$0	\$0	\$0	\$0	\$7,264,222
Quimby Parks [7]	\$105,791,572	\$0	\$0	\$0	\$0	\$105,791,572	\$0	\$0	\$105,791,572
Community Places [7] [8]	\$14,780,616	\$0	\$0	\$0	\$0	\$14,780,616	\$0	\$0	\$14,780,616
Green Infrastructure	\$34,222,500	\$0	\$0	\$0	\$0	\$0	\$34,222,500	\$0	\$34,222,500
Trails	\$16,257,140	\$0	\$0	\$0	\$0	\$0	\$16,257,140	\$0	\$16,257,140
Park Renovations [7]	\$12,535,760	\$0	\$12,535,760	\$0	\$0	\$0	\$0	\$0	\$12,535,760
Other City Community Facilities [7] [9]	\$38,039,221	\$0	\$0	\$38,039,221	\$0	\$0	\$0	\$0	\$38,039,221
Subtotal Public Facilities	\$392,159,922	\$0	\$12,535,760	\$45,303,442	\$163,268,891	\$120,572,189	\$50,479,640	\$0	\$392,159,922
Total Backbone Infrastructure & Public Facilities	\$694,066,220	\$53,436,230	\$12,535,760	\$45,303,442	\$260,541,955	\$120,572,189	\$68,060,035	\$133,616,610	\$694,066,220
Environmental Mitigation Costs [10]	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Special Financing District Program Formation and Updates	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
TOTAL IMPROVEMENTS	\$697,066,220	\$53,436,230	\$12,535,760	\$45,303,442	\$260,541,955	\$120,572,189	\$71,060,035	\$133,616,610	\$697,066,220

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Source: Wood Rodgers; City of Rancho Cordova; EPS.

[1] The sources of Other Agency Fee funding include:

[2] Sacramento County Zone 40.

[3] Sacramento County Zone 11A.

[4] SASD.

[5] Folsom Cordova USD.

[6] Sacramento Metro Fire Department.

[7] Assumes cost is equal to fee revenue generated by Rio Del Oro development.

[8] If the developer constructs any of the components of the Community Places fee, the developer would receive a fee credit against the Community Places fee.

[9] Facilities funded by CFF revenue include city hall, police facilities, community center, corporation yard, museum, parking structure, and administration (3.75%).

[10] Includes the estimated endowment costs for the wetland preserve and Cook property.

[11] Financing mechanism for remaining Rio Del Oro infrastructure costs has not been determined at this time. Special Financing District may be private developer capital, Mello-Roos Community Facilities District, Plan Area Fee Program, Benefit Assessment District, or other Infrastructure charge.

[12] Private/other funding may include private developer capital, Mello-Roos Community Facilities District, Benefit Assessment District, or other Infrastructure charge.

- **Chapter 10** provides a summary of the feasibility of the Financing Plan.
- **Chapter 11** reviews implementation procedures for the Financing Plan.

These appendices also are included in this Financing Plan:

- **Appendix A** contains the roadway costs and credit/reimbursements and infrastructure exhibits for the RDOSP, provided by Wood Rodgers, Inc.
- **Appendix B** contains the water costs and credit/reimbursements and infrastructure exhibits for the RDOSP, provided by Wood Rodgers, Inc.
- **Appendix C** contains the storm drainage costs and credit/reimbursements and infrastructure exhibits for the RDOSP, provided by Wood Rodgers, Inc.
- **Appendix D** contains the sanitary sewer costs and credit/reimbursements and infrastructure exhibits for the RDOSP, provided by Wood Rodgers, Inc.
- **Appendix E** contains the green infrastructure and trails costs for the RDOSP, provided by Wood Rodgers, Inc.
- **Appendix F** provides estimated revenues from existing and potential City, County, and Other Agency fee programs.
- **Appendix G** contains the cost allocation analysis, as performed by EPS, for the RDOSP Special Financing District program.
- **Appendix H** contains the on-site infrastructure phasing plan.
- **Appendix I** is the Guiding Principles for Funding Backbone Road Infrastructure.

2. LAND USE

Land Use Assumptions

The approximately 3,830-acre RDOSP is envisioned as a community in the City with a variety of housing opportunities, several town centers, transit opportunities, and an integrated open space network. The Project is located south of U.S. Highway 50 and White Rock Road, north of Douglas Road, and east of Sunrise Boulevard. The Project is surrounded by Aerojet property to the north, the Security Industrial Park and Sunrise Douglas Community Plan Area to the south and industrial lands to the west. **Map 1-1** in the previous chapter shows the regional location of the Project.

Map 1-2 in the previous chapter provides an overview of Project land uses, which are detailed in **Table 2-1**. This land use information is based on the approved RDOSP (as amended).

Developable Land Use Assumptions

For purposes of this Financing Plan, the proposed land use designations are described as either “developable” or “public and other.” Developable land uses include private residential and nonresidential uses that will be required to pay development impact fees and will support the sale of bonds, if necessary, to finance facilities. Public and other land uses include public and quasi-public land uses such as parks and schools that will be exempt from paying fees or special taxes.

Residential Development

The RDOSP includes approximately 12,190 residential units over almost 1,950 acres of land, and residential development is concentrated in the central portion of the Project. The Project’s 1,950 residential acres include the following residential uses:

- More than 7,590 single-family units with a density ranging from 2 to 6 dwelling units per acre and an average density of 5 dwelling units per acre.
- Approximately 2,050 medium-density units envisioned to include a variety of attached and detached products at an average density of 8 dwelling units per acre.
- Approximately 2,550 high-density units at an average density of 26 dwelling units per acre.

As outlined in the Specific Plan document, of the total residential units, a portion of the high-density units will be made available at affordable levels. The City and RDOSP project owners will enter into an affordable housing agreement establishing terms and requirements related to the provision of affordable housing.

EXHIBIT 3C

DRAFT

Table 2-1
Rio Del Oro Specific Plan Financing Plan
Land Use Summary

Land Use	Units per Acre/FAR	Phase 1			Buildout		
		Acres	Dwelling Units	Bldg. Sq. Ft.	Acres	Dwelling Units	Bldg. Sq. Ft.
Residential Uses	<i>units/acre</i>						
Single-Family	5	99.5	482	-	1,566.4	7,593	-
Medium-Density	8	20.4	147	-	283.1	2,048	-
High-Density	26	12.0	312	-	98.0	2,548	-
Subtotal Residential Uses		131.9	941		1,947.4	12,189	0
Nonresidential Uses	<i>FAR</i>						
Local Town Center	0.25	0.0	-	0	24.3	-	265,042
Regional Town Center	0.25	0.0	-	0	112.9	-	1,229,481
Village Commercial	0.25	0.0	-	0	20.1	-	218,535
Business Professional	0.30	0.0	-	0	90.4	-	1,181,520
Industrial Park	0.40	0.0	-	0	269.5	-	4,696,521
Subtotal Nonresidential Uses		0.0	0	0	517.3	0	7,591,099
Subtotal Developable Uses		131.9	941	0	2,464.7	12,189	7,591,099
Percentage of Total		5%	8%	0%	100%	100%	100%
Public Uses							
Public/Quasi Public		0.0	-	-	7.5	-	-
School Campus		0.0	-	-	78.0	-	-
Middle School		0.0	-	-	20.0	-	-
Elementary School		0.0	-	-	54.9	-	-
Community Park		0.0	-	-	121.5	-	-
Neighborhood Park		5.2	-	-	57.7	-	-
Storm Water Detention		0.0	-	-	38.7	-	-
Wetland Preserve		0.0	-	-	510.0	-	-
Drainage Parkway		0.0	-	-	141.9	-	-
Private Recreation		0.0	-	-	52.5	-	-
Open Space		0.0	-	-	22.2	-	-
Open Space/Preserve		0.0	-	-	12.0	-	-
Greenbelts		23.8	-	-	50.8	-	-
ROW		8.8	-	-	195.5	-	-
Subtotal Public Uses		37.8	0	0	1,363.3	0	0
Total		169.7	941	0	3,827.9	12,189	7,591,099

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Source: Wood Rodgers, October 2015.

Nonresidential Development

The RDOSP includes almost 520 acres of nonresidential development, which consists of retail, office, and industrial development totaling approximately 7.6 million building square feet.

Commercial/Retail

Approximately 160 acres of the RDOSP are designated as commercial development. This includes 20 acres of Village (neighborhood) commercial, 24 acres of Local Town Center (community) commercial, and 113 acres of Regional Town Center (regional) commercial development.

Office and Industrial

In the RDOSP, there are 90 acres of Business Park (office) development and 270 acres of Industrial Park (industrial) development. The majority of the office and industrial development is contained in the Employment Center in the northwest quadrant of the Project. The Employment Center is envisioned to support a large variety of uses, including large employment centers, light manufacturing, small professional offices and services, assembly, and other moderate to heavy industrial uses.

Public and Other Land Uses

Schools

The RDOSP contains 153 acres for schools, including six approximately 9-acre elementary school sites, one 20-acre middle school site adjacent to an elementary school, and one 78-acre middle school and high school site.

Other Public Land Uses

Table 2-1 also identifies the public parcels in the RDOSP. As shown, there are approximately 1,360 acres of public and other land uses, including the school acreage described above. Excluding school acreage, there are approximately 1,210 acres of other public land uses, including public/quasi-public, parks, open space, drainage parkways, greenbelts, and right-of-ways.

Public/Quasi-Public

The RDOSP contains two public/quasi-public sites totaling approximately 7.5 acres that are envisioned to accommodate a variety of uses, including a day care center, transit center, library, or post office.

Parks, Open Space, and Recreation

There are approximately 180 acres of parks, including the following sites:

- One large 121.5-acre Community Park (a portion in Phase 5 and a portion in Phase E).
- Ten neighborhood parks (totaling almost 58 acres).

In addition to active recreation facilities such as ball fields, tennis courts, and picnic areas, the community park will provide regional use facilities such as a public plaza. The neighborhood parks will serve as neighborhood gathering places with smaller scale recreational facilities, including tot lots, picnic areas, playgrounds, and multi-use turf fields. The land use plan also

includes a 53 acre Private Recreation site. The Private Recreation site is proposed to include uses such as a golf course, driving range, skate park, recreation facility or other type of non-public park that will provide a commercially viable and compatible use. The Private Recreation site would be privately owned and maintained.

In addition to 180 acres of parks, approximately 775 acres of the Project are designated as open space, which include the following land use designations:

- Open space.
- Wetland and open space preserves.
- Drainage parkways (includes storm water detention basins).
- Greenbelts/greenways.
- Landscape corridors.

Open space areas are intended to protect natural areas such as creeks, wetlands, and tree groves, providing flood control and drainage channels. Some of these areas may be enjoyed for passive recreational uses, and some open space areas also will include pedestrian trails.

Land Use Phasing

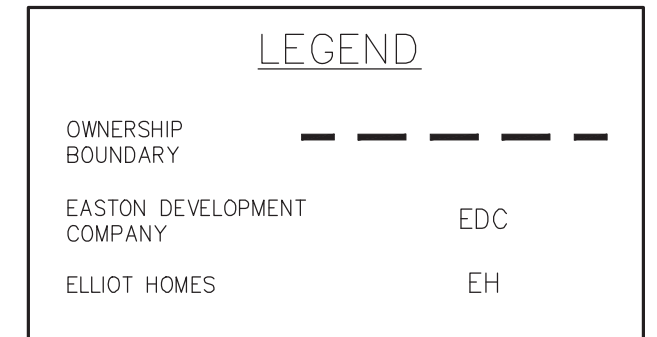
For the purposes of this Financing Plan, development of the Project has been organized into two phases: a conceptual Phase 1 and Buildout (all phases). The conceptual Phase 1 development occurs in the northwestern portion of the RDOSP. Approximately 940 residential units are expected to occur in Phase 1. Phase 1 does not contain any nonresidential or public uses.

The Specific Plan also includes an Infrastructure Phasing Plan to establish a conceptual phasing plan for the major backbone infrastructure needed to serve the RDOSP. The Infrastructure Phasing Plan (also attached to this Financing Plan as **Appendix H**) includes 10 separate development phasing areas, all of which can be developed independently of each other and in any order. The conceptual phasing areas are based on the logical placement of infrastructure, utilities, and roads. After initiation of the Project, development will respond to market conditions and will occur in multiple phases. **Map 2-1** shows the preliminary phasing plan for the Project.

As shown on **Table 2-2**, the phases are divided among the Master Developers as follows: Phases 1 through 5 are owned by Elliott Homes, Inc. (Elliott) and Phases A through E are owned by Easton Development Company (Easton).

PHASING EXHIBIT

JANUARY, 2015



Wetlands



3301 C St, Bldg. 100-B **Tel 916.341.7760**
Sacramento, CA 95816 **Fax 916.341.7767**

Exhibit B-1
Rio Del Oro Specific Plan

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Table 2-2
Rio Del Oro Specific Plan Financing Plan
Developable Land Use Summary by Phase

Land Use	Units per Acre/FAR	Elliott Homes						Easton						TOTAL
		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total	Phase A	Phase B	Phase C	Phase D	Phase E	Total	
Dwelling Units														
Residential Uses	units/acre													
Single-Family	5.0	482	1,063	81	1,132	0	2,758	977	1,479	1,049	1,330	0	4,835	7,593
Medium-Density	8.0	147	159	368	296	0	970	158	536	384	0	0	1,078	2,048
High-Density	26.0	312	0	548	596	0	1,456	0	234	858	0	0	1,092	2,548
Subtotal Residential Uses		941	1,222	997	2,024	0	5,184	1,135	2,249	2,291	1,330	0	7,005	12,189
Building Square Feet														
Nonresidential Uses	FAR													
Local Town Center	0.25	0	0	0	0	265,042	265,042	0	0	0	0	0	0	265,042
Regional Town Center	0.25	0	0	816,423	0	0	816,423	0	0	0	0	413,058	413,058	1,229,481
Village Commercial	0.25	0	0	0	109,526	0	109,526	0	109,009	0	0	0	109,009	218,535
Business Park	0.30	0	0	0	0	542,887	542,887	0	0	0	0	638,633	638,633	1,181,520
Industrial Park	0.40	0	0	0	0	3,254,859	3,254,859	0	0	0	682,672	758,989	1,441,662	4,696,521
Subtotal Nonresidential Uses		0	0	816,423	109,526	4,062,788	4,988,738	0	109,009	0	682,672	1,810,680	2,602,362	7,591,099
Developable Acres														
Residential Uses														
Single-Family		99.5	219.3	16.8	233.7	0.0	569.3	201.6	304.4	216.6	274.5	0.0	997.0	1,566.4
Medium-Density		20.4	22.0	50.9	40.9	0.0	134.1	21.8	74.1	53.1	0.0	0.0	149.0	283.1
High-Density		12.0	0.0	21.1	22.9	0.0	56.0	0.0	9.0	33.0	0.0	0.0	42.0	98.0
Subtotal Residential Uses		131.9	241.3	88.7	297.5	0.0	759.4	223.4	387.5	302.8	274.5	0.0	1,188.0	1,947.4
Nonresidential Uses														
Local Town Center		0.0	0.0	0.0	0.0	24.3	24.3	0.0	0.0	0.0	0.0	0.0	0.0	24.3
Regional Town Center		0.0	0.0	75.0	0.0	0.0	75.0	0.0	0.0	0.0	0.0	37.9	37.9	112.9
Village Commercial		0.0	0.0	0.0	10.1	0.0	10.1	0.0	10.0	0.0	0.0	0.0	10.0	20.1
Business Park		0.0	0.0	0.0	0.0	41.5	41.5	0.0	0.0	0.0	0.0	48.9	48.9	90.4
Industrial Park		0.0	0.0	0.0	0.0	186.8	186.8	0.0	0.0	0.0	39.2	43.6	82.7	269.5
Subtotal Nonresidential Uses		0.0	0.0	75.0	10.1	252.7	337.7	0.0	10.0	0.0	39.2	130.4	179.6	517.3
Total Developable Acres		131.9	241.3	163.6	307.5	252.7	1,097.1	223.4	397.5	302.8	313.6	130.4	1,367.6	2,464.7

lu detail

Source: Wood Rodgers, October 2015.

EXHIBIT 3C

*Rio del Oro Specific Plan Public Facilities Financing Plan
Public Review Draft Report August 2016*

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3. *POLICY AND FINANCING FRAMEWORK*

Policy Framework Overview

The section provides an overview of the RDOSP policy framework related to the Financing Plan, including the following elements:

- Financing Plan Overview.
- Tier 1 and Tier 2 Entitlements.
- Phasing.
- RDOSP Guiding Principles for Financing.

The Project is being processed in two separate phases or “Tiers” of development approvals for each of the two owners. The Tier 1 Entitlements were approved by the City on September 7, 2010 and included a Tier 1 Development Agreement for each of the two owners, the Specific Plan document, and the Project EIR. The two Tier 1 Development Agreements are nearly identical, except that one applies to Elliott’s property and one applies to Easton Development Company’s property.

The Tier 1 Development Agreements vest the RDOSP and committed the City to consider future approval of the land uses and other details in the Specific Plan document. In the Tier 1 Development Agreements, the City agreed the Specific Plan document essentially is the blueprint for development, and the City and developers will both work toward the development it describes.

The Specific Plan document established the land plan (zoning map) and zoning regulations for development within the approximately 3,830-acre Project area. The Specific Plan document includes information about Project objectives, relation to other City documents, setting and surroundings, land use and circulation, environmental resources, public utilities, public services, and implementation. The Specific Plan Appendix includes the Rio del Oro Development Standards and Design Guidelines and the On-Site Infrastructure Phasing Master Plan.

Both parties agreed that before any Tier 2 Entitlements are approved, including the Tier 2 Development Agreements, and before physical development would be allowed, all of the developers within the Project Area would agree to the Financing Plan, Phasing Master Plan, Affordable Housing Plan, and overall Project conditions of approval.

Overview of the Financing Plan

The Tier 1 Development Agreements require participation in a single Financing Plan that covers the entire RDOSP area. The Financing Plan must be approved by the City before or at the same time as the approval of the first large lot tentative map for the development. The Financing Plan is required to describe the financing strategy and mechanisms to fund Backbone Infrastructure and Public Facilities needed to serve new development in the Project.

This Financing Plan provides the estimated costs to construct identified Backbone Infrastructure and Public Facilities and describes the proposed or identified funding mechanisms to fund those costs.

Financing Strategy

Purpose and Goals of the Financing Plan

The Financing Plan sets forth a plan to finance the Backbone Infrastructure improvements and Public Facilities required to serve the RDOSP subject to the terms and conditions of the Tier 2 entitlements, including but not limited to the Tier 2 Development Agreements. These are the purposes of the Financing Plan:

1. Establish the policy framework for financing the required Backbone Infrastructure and Public Facilities.
2. Specify the Backbone Infrastructure and Public Facilities to be constructed.
3. Identify the distribution of cost burdens to the different land uses in the RDOSP.
4. Identify funding sources to pay for the Backbone Infrastructure improvements and Public Facilities.
5. Describe fee programs and possible financing districts.
6. Describe funding sources and financing districts for ongoing operations and maintenance.

The elements of the Financing Plan must work together to provide the optimal balance of fees and private financing to not overly burden undeveloped land, while assuring that necessary facilities are constructed when needed. These are the goals of the Financing Plan:

1. Fully fund all facility and infrastructure improvements when the improvements are needed to serve the Project.
2. Use existing fee programs to the extent possible.
3. Identify new fee programs or increases in existing fee programs to the extent required.
4. Make use of “pay-as-you-go” mechanisms, while allowing for timely construction of Backbone Infrastructure and Public Facility improvements.
5. Make appropriate use of private (developer) financing, existing fee programs, new fee programs, and credit/reimbursement agreements to fund improvements when needed.

Definitions of Infrastructure in the Financing Plan

The term “Backbone Infrastructure” often is used to describe all publicly owned facilities. This Financing Plan will use the following definitions to more precisely define these items:

- **Backbone Infrastructure:** This term includes most of the essential public service-based items that are underground or on the surface. These items include storm drainage, water, reclaimed water, sewer, and arterial roads.³ Backbone Infrastructure is sized to serve numerous individual development projects in the Project and in some cases serves the broader region's development areas.
- **Public Facilities:** This term includes these public facilities:
 - Quimby parks, community places, green infrastructure, and trails.
 - Transit.
 - Fire stations.
 - Libraries.
 - Other City Community Facilities.
 - Schools.

This group of items provides amenities to the Project (e.g., park facilities and libraries) or houses employees providing services to the area (e.g., fire).

- **Improvements:** This term is used generically in the Financing Plan to include a combination of Backbone Infrastructure and Public Facilities when a precise breakdown is not required.
- **Subdivision Infrastructure:** This group of improvements includes a subset of roadway improvements and in-tract improvements:
 - **Road Frontage on Backbone Infrastructure Roadways:** Road frontage improvements are defined as the outside traffic lane; curb, gutter, sidewalk, bike lane, required frontage landscaping, joint utilities trench, street lighting, and associated water, sewer, and drainage utilities. Road frontage is not generally considered Backbone Infrastructure, but this Financing Plan does identify the cost of road frontage for Backbone Infrastructure Roadways. This Financing Plan identifies that private capital or other mechanisms will be used to fund these improvements and installation of road frontage improvements will be the responsibility of adjacent development.
 - **Certain Collector Roads:** Collector roads are 2-lane roads carrying local traffic to or from arterials. Collector roads are not generally considered Backbone Infrastructure, but this Financing Plan includes certain unnamed local collector roads that are wider than the typical cross section and are separated from adjacent development by soundwalls. Collector roads are not covered by the City TDIF and private capital or other mechanisms will be used to fund these improvements.

³ Arterial roads are major 4-lane streets, typically on an 84' ROW with turning lanes.

- **In-tract improvements** include infrastructure and utilities (e.g., storm drainage, sewer, water, roads, soundwalls, and dry utilities) in an individual subdivision, commercial project, or multifamily project.

Items Excluded from the Financing Plan

The following items are specifically excluded from the Financing Plan:

1. The cost of In-Tract Improvements, which will be funded privately by developers.
2. The cost of right-of-way for roads, which will be dedicated, either as provided in the Development Agreement or on any Large Lot Final Map.
3. Other land dedication, right-of-way (excluding roads), and easement costs will not be part of the RDOSP Special Financing Program.

Tier 1 and Tier 2 Entitlements

Development in the Project Area will be governed by a series of development entitlements between the City and the developers. A multiple-tier approach to entitlement execution establishes the conditions of and mitigation measures for Project development. Because the initial limited entitlement does not include overall Project conditions and financing, there will be multiple phases (Tiers) of development entitlements as follows:

- **Tier 1 Entitlements (approved by the City on August 5, 2010).** The Tier 1 entitlement process included approval of the Specific Plan document, EIR, and a Tier 1 Development Agreement with identical terms for each of the two developers. The Tier 1 Development Agreement explained Tier 1 and Tier 2 processing in additional detail. The Tier 1 Development Agreements included as an exhibit the Large Lot Tentative Maps that serve as the basis for the land use plan described in the Specific Plan document. A corresponding amendment to the Aerojet Special Planning Area (SPA), which was previously approved by the County, was also approved by the City in 2010.
- **Tier 2 Entitlements.** The Tier 2 entitlement process will occur before or concurrent with any further entitlement or physical development of the property. The Financing Plan will be approved concurrent with the balance of the Tier 2 entitlements. Tier 2 entitlements will complete the master planning, financing planning, and phasing planning for the Project Area. Easton Development Company and Elliott (or respective successors in interest as provided for in the Tier 1 Development Agreements) will each have the discretion to apply for a Tier 2 Development Agreement for its portion of the Project Area at any time during the term of its Tier 1 Development Agreement. Easton Development Company and Elliott (or respective successors in interest as provided for in the Tier 1 Development Agreements) will not be required simultaneously to process the two Tier 2 Development Agreements.

The first developer to request approval of a Tier 2 Development Agreement for its property, located in any portion of the Project Area, will be responsible for working with the City to prepare a single Financing Plan, Phasing Master Plan, Affordable Housing Plan, and set of Master Large Lot Tentative Map Conditions of Approval that together will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to the entire Project Area. The first of

the Tier 2 Development Agreements will be approved at the same time that the City approves the Financing Plan and Phasing Master Plan for the entire RDOSP Area, a Large Lot Tentative Map and Affordable Housing Agreement(s) for the portion of the RDOSP Area owned by the first Tier 2 Developer. The Large Lot Tentative Map will include the master Conditions of Approval, further conditions of approvals may be developed with the Small Lot Tentative Map.

The City will have the discretion to deny approval of any Tier 2 entitlements for any portion of the RDOSP until every developer in the entire RDOSP Area has agreed to substantially comply with the terms of the Financing Plan and Phasing Master Plan and the master Large Lot Tentative Map Conditions of Approval by either (a) amending its Tier 1 Development Agreement or (b) entering into a Tier 2 Development Agreement. Substantial compliance will require developers to achieve the same timing, level of service, infrastructure, and functional outcomes described in the Financing Plan and Phasing Master Plan and the Master Large Lot Tentative Map Conditions of Approval.

Specific Plan Document Guiding Principles for Financing (Edited)

This section presents the Guiding Principles for Financing defined in Section 8.5.1 in the Specific Plan document, with minor clarifying edits.⁴ This Financing Plan is consistent with these Guiding Principles. This section eliminates the paragraph numbering used in the Specific Plan document but maintains the paragraph and section title.

Guiding Principles

A set of Guiding Principles defines the “rules” regarding the funding and construction of infrastructure and the phasing of development within the Specific Plan area. These rules clarify the approach for developing required infrastructure as each project or tentative subdivision map moves forward.

Development in the Rio Del Oro Specific Plan shall be consistent with the following policies, which will be incorporated as Conditions of Approval for Tier 2 Entitlements and Subsequent Entitlements.

Responsibility for Infrastructure Funding

Development within the RDOSP shall pay the full costs of infrastructure needed to serve the Specific Plan area, except where other funding sources are appropriate and available. Amounts over and above the developer’s fair share will be reimbursed/credited after subsequent developers pay their fair share of the full costs of infrastructure, as detailed in the Tier 2 Entitlements (Development Agreements or Conditions of Approval).

The Financing Plan and the Tier 2 Entitlements will address issues associated with timing of financing and construction, fee credits and reimbursement for developers who install public facilities.

⁴ The edits are delineated by underlined text where language was added and strikethrough text when language was deleted. Eliminated text is denoted with strikethroughs.

Timing of Infrastructure Funding

The Financing Plan shall provide a strategy for funding backbone infrastructure and community facilities consistent with the timing set forth in the Infrastructure Phasing Master Plan, the Tier 2 Entitlements, and these Guiding Principles.

Developers within the RDOSP shall be required to construct, or pay for the construction of, public improvements as needed pursuant to the approved phasing plans.

General Timing- Offsite & Onsite Infrastructure

Both on-site (in the Rio Del Oro Specific Plan area) and off-site (outside the physical boundaries of the Specific Plan area) public facilities and infrastructure improvements shall be installed to meet projected development demands in accordance with the City's and/or other agency infrastructure requirements and policies, unless otherwise modified by the Tier 2 Entitlements.

Linking Requirements to General Plan

Before building permit issuance in the Rio Del Oro Project Area, infrastructure required of a specific project shall be constructed to the satisfaction of the City, consistent with General Plan Circulation Element and Infrastructure Services and Finance Policies in effect at the time of small lot tentative map approval, unless otherwise modified by the Tier 2 Entitlements (including, but not limited to, the Tier 2 Development Agreement).

Refinement of Onsite Infrastructure

The Financing Plan shall provide the minimum infrastructure required to meet the development demands of each phase of development. These infrastructure requirements will be refined as part of the review and processing of individual projects prior to the approval of small lot tentative maps or prior to building permits for projects that do not require an associated small lot tentative map.

Tying Offsite Core to Internal Capital Projects

The City of Rancho Cordova Core Backbone Roadway Phasing Plan ~~(attached as Exhibit 8-2)~~, provides minimum Rio Del Oro offsite infrastructure required to meet development standards throughout the City. These offsite infrastructure improvements are required and will be timed with Rio Del Oro onsite capital improvement requirements as provided in the Tier 2 Entitlements.

Offsite Core Infrastructure Timing

Offsite infrastructure timing requirements will be identified in the overall project Conditions of Approval and will be incorporated into the Financing Plan that will be prepared and approved by the City prior to the approval of the first Tier 2 Master Large Lot tentative map.

Finance Mechanisms and Funding Availability

Finance mechanisms that ensure the availability of funding for delivery of required onsite and offsite infrastructure will be in place prior to the approval of final maps or prior to the issuance of building permits for projects that do not require an associated final map. The required infrastructure will be consistent with defined roadway improvements in each phase of development and consistent with City Core Backbone Plan requirements.

Forms of Dedication

All dedications shall be in a form approved by the City, including but not limited to grant deeds, easements, irrevocable offers of dedication, or other approved instruments. The type and form of the dedication shall be at the sole discretion of the City, or as otherwise provided for in the Tier 2 Entitlements.

Right-of-Way and Easement Dedication

Developers shall be required to dedicate right-of-way, public utility easements, landscape easements and pedestrian easements for arterial roadway, collector and residential roads consistent with the requirements of the Specific Plan, with the final map prior to improvement plan approval or the issuance of building permits for individual development proposals.

Park Dedications

All accepted parklands, paseos and other open space shall be dedicated to the City or another appropriate agency, as determined by the City. The timing for the delivery of parks, recreation facilities, paseos and open space within the subject phase shall be determined before the approval of the first small lot tentative subdivision map in the corresponding phase of the Specific Plan, or as set forth in the Tier 2 Entitlements.

Major Roadway Timing and Completeness

The City's goal is to have all infrastructure including onsite and offsite roadway improvements serving a community completed prior to the issuance of building permits in that community.

The Tier 2 Entitlement process will identify the specific timing of the construction of arterial and collector roadway improvements. Clarification of roadway elements that will be subject to this requirement will also be developed and finalized prior to completion of the Tier 2 Entitlements.

Internal Streets Timing and Completeness

The City's goal is to ensure that the phasing of construction within each tentative subdivision map provides logical and reasonably complete infrastructure for residents who occupy homes within the subdivision prior to completion of the entire mapped subdivision. As such, the developer shall provide a phasing plan addressing sequencing and build-out of all internal streets depicted on the tentative map. A detailed agreement on requirements and timing for the Tentative Map Phasing Plan will be finalized as part of the Tier 2 Entitlements.

Logical Completion of Roadway Segments

All roadways, pedestrian facilities, and bikeways shall be constructed in logical and complete segments, connecting from intersection to intersection, to provide safe and adequate access with each phase of development as conditioned with the approval of each small lot tentative map, or as set forth in the Tier 2 Entitlements.

Two Points of Access

Each phase of a project or tentative subdivision map shall include a collector or local street system that provides at least two points of access to arterial roadways, to the satisfaction of the City.

Arterial Roadway Completeness

Wherever collector or local roadways intersect an arterial roadway, that arterial roadway shall be improved, in accordance with the "Logical Completion of Segments" and "Major Roadway Timing and Completeness" items above, from that point to the next completed arterial roadway segment, or as otherwise set forth in the Tier 2 Entitlements.

Intersection Completion

When intersections are part of the required roadway improvements, they shall be constructed to their planned ultimate configuration, unless otherwise set forth in the Tier 2 Entitlements. Where an intersection is planned for signalization, the new signal shall be installed during construction of the intersection, unless the Tier 2 Entitlements specify otherwise.

Ultimate Utility Installation

Underground sewer, water and drainage facilities shall be installed to the ultimate planned capacity as part of required road construction, unless otherwise set forth in the Tier 2 Entitlements.

Operations and Maintenance Financing

All properties shall be included in one or more financing districts (or will establish an alternative financing mechanism) to provide adequate funding as determined by the City for the annual operation and maintenance costs of streets, street lights, drainage ways, landscaping corridors, open space, parks, and other public facilities prior to the approval of final maps or prior to building permits for projects that do not require an associated final map, or as otherwise set forth in the Tier 2 Entitlements.

Police CFD for Residential Projects

Residential properties will be included in a Community Facilities District that supports police service costs prior to approval of a small lot tentative subdivision map, or for residential properties that do not require subdivision, prior to issuance of building permits.

Phasing

The RDOSP provides for a planned infrastructure system with coordinated phasing and construction of facilities. A total of 10 phases are proposed in the RDOSP. The On-Site Infrastructure Phasing Plan is provided in **Appendix H**, which includes a listing, by phase, of improvements and specific details relating to those improvements.

Infrastructure requirements for each phase of development include all on-site infrastructure necessary for each phase to proceed. The City will approve a single Phasing Master Plan before or during the approval of any Tier 2 Entitlements. The City will require, through map conditions or Tier 2 Development Agreement provisions, those off-site improvements necessary or beneficial in conjunction with a particular phase of development. Prior to approval of a small lot tentative map, the developer shall provide a phasing plan addressing sequencing and full buildout of all internal streets depicted on the tentative map. The phasing plan shall also detail the timing of any required offsite infrastructure.

EXHIBIT 3C

*Rio del Oro Specific Plan Public Facilities Financing Plan
Public Review Draft Report August 2016*

The improvements and requirements described in **Appendix H** are based on the City standards and policies in effect at the time of the Specific Plan document approval subject to the terms and conditions of the amended and revised Tier 2 Development Agreement.

EXHIBIT 3C

*Rio del Oro Specific Plan Public Facilities Financing Plan
Public Review Draft Report August 2016*

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4. CITY IMPROVEMENT COSTS

Summary

This chapter discusses the costs and funding sources for Backbone Infrastructure and Public Facilities located within the boundary of the RDOSP, or that are construction or financing requirements of RDOSP developers, and are the operating and maintenance responsibility of the City, excluding open space (community places and green infrastructure) and trails. City improvements discussed in this chapter include roadways and other City community facilities. Green infrastructure and trails are discussed in **Chapter 5**, which describes the entire interrelated system of parks, open space, and trails in the RDOSP, regardless of the responsible party for operations and maintenance.

This chapter describes the City Improvements and identifies their estimated costs, as well as the existing and proposed financing mechanisms planned to fund estimated construction costs. The following appendices provide background and supporting information for this chapter:

- **Appendix A** contains the roadway detailed cost estimates for the RDOSP as provided by Project engineers Wood Rodgers, Inc., current as of April 2016. **Appendix A** also provides roadway Backbone Infrastructure exhibits, including roadway cross-sections, as provided by Wood Rodgers, Inc.
- **Appendix F** contains the estimated fee revenue generated by the Project for other City community facilities, which provides the basis for other City community facility costs included in the Financing Plan.

City Improvement Costs

Table 4-1 summarizes the City Improvement costs in the RDOSP in 2015 dollars. The section below offers additional detail regarding the City improvements, cost estimates, and funding strategy.

Roadways

The development of new residential, office, and other commercial land uses in the RDOSP will generate vehicular trips and the need for additional roadway capacity to maintain adequate levels of service. The proposed roadway system for the Project comprises an estimated 196 acres of major and secondary streets to provide optimal connectivity and choices in driving routes. Project developers will construct and fund a series of major and secondary roads that form the primary circulation system for the RDOSP. All roads will be constructed commensurate with the City's standards. **Appendix A** shows the Project's proposed backbone roadway improvements, including the Roadway Circulation Plan and the cross-section for each major roadway proposed in the Project.

EXHIBIT 3C
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Table 4-1
Rio Del Oro Specific Plan Financing Plan
City Improvement Cost Summary (2015\$)

Item	Buildout		
	Cost	Credit/ Reimb.	Net Cost
Roadways			
Backbone Roadways [1]	\$52,636,230	(\$52,636,230)	\$0
Backbone Road Frontage [2]	\$120,198,210	(\$800,000)	\$119,398,210
Collector Roads [2]	\$14,218,400	\$0	\$14,218,400
Subtotal Roadways	\$187,052,840	(\$53,436,230)	\$133,616,610
Other City Community Facilities [3]	\$38,039,221	(\$38,039,221)	\$0
Special Financing District Formation and Updates	\$1,000,000	\$0	\$1,000,000
Total City Improvements	\$226,092,061	(\$91,475,451)	\$134,616,610

city cost

Source: Wood Rodgers; EPS.

[1] City TDIF eligible improvements.

[2] Improvements will be privately funded, except for the Americanos Boulevard median from Centennial Drive to Douglas Road, which is creditable against the City TDIF. Private/other funding may include private developer capital, Mello-Roos Community Facilities District, Benefit Assessment District, or other Infrastructure charge.

[3] Assumes cost is equal to fee revenue generated by Rio Del Oro development. Facilities included are city hall, police facilities, community center, corporation yard, museum, parking structure, and administration (3.75%).

Roadway Improvements

Table 4-2 and **Table 4-3** itemize the roadway improvements, associated cost estimates, and estimated credits/reimbursements included in the Financing Plan. **Table 4-2** includes the on- and off-site backbone roadway improvements that are included in the City TDIF. Backbone roadway improvements funded by the City TDIF include only the inside (center) lanes (e.g., the inside four lanes on a six-lane arterial road or the inside two lanes on a four-lane arterial road) and medians. **Table 4-3** includes the road frontage and other certain collector road improvements quantified in this Financing Plan but that are not included in the City TDIF and will be not be included in any publically administered fee program.

The roadway improvements included in this Financing Plan are described in more detail below.

Backbone roadway facilities include the following roads (fully funded by City TDIF, excluding frontage portion):

- White Rock Road.
- International Drive.
- Rancho Cordova Parkway.
- Rio del Oro Parkway.
- Centennial Drive.
- Americanos Boulevard.
- Villagio Drive.

Road Frontage and Other Collector Roads include the following road facilities that will be the responsibility of adjacent development and will not be included in any publicly administered fee program⁵:

- The Financing Plan includes the following frontage facilities for backbone roadways not covered by the City's TDIF:
 - Outside lanes.
 - Curb, gutter, sidewalk, bike lane, required frontage landscaping, and joint trench (dry utilities).
 - Streetlight improvements.
- Certain collector roads are included in the Financing Plan because they are wider than the typical cross section, including left turn lanes, wider medians, and other improvements not characteristic of typical collector roadways and are separated from adjacent development by

⁵ Improvements will be privately funded except for the Americanos Boulevard median from Centennial Drive to Douglas Road, which is creditable against the City TDIF.

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Table 4-2
Rio Del Oro Specific Plan Financing Plan
Estimated Backbone Roadway Facilities Costs and Credits/Reimbursements (2015\$) [1]

Road	Buildout		Net Cost
	Cost [2]	Credit / Reimb. [2]	
White Rock Road	\$15,500,500	(\$15,500,500)	\$0
International Drive	\$9,574,800	(\$9,574,800)	\$0
Rancho Cordova Parkway	\$5,633,000	(\$5,633,000)	\$0
Rio del Oro Parkway	\$7,606,120	(\$7,606,120)	\$0
Centennial Drive	\$4,704,930	(\$4,704,930)	\$0
Americanos Boulevard	\$5,588,400	(\$5,588,400)	\$0
Villagio Drive	\$4,028,480	(\$4,028,480)	\$0
Douglas Road	\$0	\$0	\$0
Sunrise Boulevard	\$0	\$0	\$0
Total	\$52,636,230	(\$52,636,230)	\$0

roads

Source: Wood Rodgers (April 2016) and EPS.

[1] Includes City TDIF eligible improvements.

[2] Includes 30% for survey, design, inspection, and contingency.

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Table 4-3
Rio Del Oro Specific Plan Financing Plan
Estimated Road Frontage and Other Collector Roads Costs and Credits/Reimbursements (2015\$)

Road	Buildout		
	Cost [1]	Credit / Reimb. [2]	Net Cost
Road Frontage			
White Rock Road	\$14,848,900	\$0	\$14,848,900
International Drive	\$10,767,320	\$0	\$10,767,320
Rancho Cordova Parkway	\$29,569,560	\$0	\$29,569,560
Rio del Oro Parkway	\$13,377,970	\$0	\$13,377,970
Centennial Drive	\$11,139,710	\$0	\$11,139,710
Americanos Boulevard	\$18,972,590	(\$800,000)	\$18,172,590
Villagio Drive	\$14,039,360	\$0	\$14,039,360
Douglas Road	\$6,197,800	\$0	\$6,197,800
Sunrise Boulevard	\$1,285,000	\$0	\$1,285,000
Subtotal Road Frontage	\$120,198,210	(\$800,000)	\$119,398,210
Other Collector Roads (including frontage)			
Collector Road A	\$1,588,300	\$0	\$1,588,300
Collector Road C	\$2,386,500	\$0	\$2,386,500
Collector Road B	\$10,243,600	\$0	\$10,243,600
Subtotal Other Collector Roads	\$14,218,400	\$0	\$14,218,400
Total Road Frontage and Other Roads	\$134,416,610	(\$800,000)	\$133,616,610

front and other

Source: Wood Rodgers (April 2016) and EPS.

[1] Includes 30% for survey, design, inspection, and contingency.

[2] Improvements will be privately funded except for the Americanos Boulevard median from Centennial Drive to Douglas Road, which is creditable against the City TDIF.

soundwalls.⁶ The collector roads are not covered by the City's TDIF. The Financing Plan includes the unnamed local collector roads identified as "A," "B," and "C" in the cost estimates shown in **Table 4-3** and **Appendix A**.

Roadway Cost Estimates

Wood Rodgers, Inc., provided roadway improvement cost estimates, which total approximately \$187.1 million at buildout of the RDOSP, as shown in **Table 4-2**, **Table 4-3**, and **Appendix A**. As shown on **Table 4-2**, the cost for the backbone infrastructure roads is approximately \$52.6 million. **Table 4-3** estimates the total cost for road frontage and other collector roadways, which is approximately \$134.4 million. The Wood Rodgers, Inc. roadway improvement cost estimates and reimbursements are based on the City TDIF unit costs.

Roadways: Existing and Proposed Funding Sources

The RDOSP will be required to pay the City's existing TDIF. In addition, the RDOSP may be required to participate in the financing program for the proposed Capital Southeast Connector Project.

Note that the RDOSP also will be required to pay fees into the Measure A Sacramento Countywide Transportation Mitigation Fee Program (SCTMFP), but the fee revenue generated by this program is used to fund regional fair share contributions for projects included in the New Measure A Capital Program Expenditure Plan and likely will not be available to fund required RDOSP on- or off-site improvements. RDOSP also will pay the Sacramento Regional Transit fee, which is collected by the County and passed onto Regional Transit to fund transit improvements in the County.

City TDIF

The RDOSP will participate in the City TDIF program by paying roadway fees associated with residential and nonresidential development. The City's TDIF program will fund a portion of the roadway improvements required to develop the RDOSP. It is anticipated that the City's TDIF program will provide funding for the center-lane(s) and median improvements for all backbone roadway facilities comprising four or more travel lanes. Road frontage and collector roads are not included in the City TDIF⁷.

At buildout of the RDOSP, the City is expected to collect approximately \$230.3 million in TDIF revenues for roadways, including administration (see **Table F-10** in **Appendix F**).

TDIF Set-Aside

The City has established a policy intended to provide a dedicated funding source for key backbone roadway facilities. Under this policy (entitled "Guiding Principles for Funding Backbone Infrastructure," attached as **Appendix I**), a portion of the TDIF paid by each RDOSP residential unit will be set aside to provide cash flow funding for a defined set of priority transportation

⁶ Note that the cost of soundwalls are not included in the Backbone Road Frontage or Collector Roadway cost estimates.

⁷ Frontage improvements will be privately funded except for the Americanos Boulevard median from Centennial Drive to Douglas Road, which is creditable against the City TDIF.

improvements (Core Backbone Road Infrastructure), which include White Rock Road (Sunrise Boulevard to Rancho Cordova Parkway).

Any associated RDOSP construction requirements for Core Backbone Road Infrastructure would be eligible for credits or reimbursement from the set-aside portion of the TDIF and/or the remaining TDIF obligation. Core Backbone Road Improvement construction requirements would be eligible for credits against the TDIF to the extent that such credits are available, based on the applicable TDIF obligation otherwise payable by the development requiring the construction of credit-generating improvements. If credits exceed the corresponding fee obligation (i.e., if the improvement costs exceed the amount of credits that can be applied against the applicable fee obligation), the constructing entity then would be eligible for reimbursement from the TDIF.

TDIF-eligible improvements not included in the Core Backbone Road Infrastructure will be fully creditable or reimbursable only against the remaining portion of the TDIF (after the set-aside has been allocated for Core Backbone Road Infrastructure). As stated earlier, a constructing entity first would be eligible for credits to the extent that credits can be applied against the corresponding fee obligation, and then would receive reimbursements to the extent the improvement costs exceed available fee program credits.

TDIF Set-Aside Amount

The TDIF set-aside amount is \$9,000 per residential equivalent dwelling unit (EDU) and does not apply to nonresidential land uses. Commencing the January after the Financing Plan is adopted, the TDIF set-aside amount of \$9,000 will be adjusted annually using the same annual inflation rate as the TDIF. The TDIF set-aside amount per single-family and multifamily residential unit is calculated by multiplying \$9,000 by the EDU factor for each land use. Single-family uses are assigned 1 EDU per unit, and multifamily land uses are assigned EDUs based on their relative impact compared to a single-family unit. Therefore, the multifamily EDU factor will be less than a single-family unit. The EDU factors used are from the Rancho Cordova TDIF Program Nexus Study, dated January 14, 2013 and updated in December 2013.

Table 4-4 identifies the total TDIF revenue generated by RDOSP residential development, the amount allocated to the set-aside portion of the fee, and the remaining amount available to fund RDOSP infrastructure at buildout. As shown on **Table 4-4**, at buildout, RDOSP development will generate approximately \$102.8 million in set-aside funds for Core Backbone Road Infrastructure and any required off-site road construction requirements.

Frontage Improvements

Frontage improvements (curb, gutter, sidewalk, and frontage lane) for the portions of Rancho Cordova Parkway, Douglas Road, and Americanos Boulevard located within the preserve are not funded by any City fee program. As such, typically they would be the responsibility of the frontage fronting property owner. However, because the property fronting on portions of these streets is permanent open space, the Master Large Lot Map Conditions of Approval require these improvements to be built when certain building permit thresholds have been reached. The City is concerned that the large cost of these frontage improvements may be difficult for a builder to absorb when the subject threshold is reached. The City also is concerned that if it constructs these frontage improvements before the threshold, there is no mechanism to ensure the City will be reimbursed for its costs in constructing these frontage improvements. Accordingly,

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BUILDOUT

Table 4-4
Rio Del Oro Specific Plan Financing Plan
Buildout TDIF Funding Available for Set Aside and Roadway Improvements

Item	Residential Units			Total
	Single-Family	Medium Density	High Density	
Assumptions				
Number of Units	7,593	2,048	2,548	12,189
EDU Factor per Unit [1]	1.00	1.00	0.70	
Total EDUs	7,593	2,048	1,784	11,425
Revenue per Unit/Sq. Ft.				
TDIF Revenue per Unit/Sq. Ft.	\$15,676	\$15,676	\$10,973	
TDIF Set Aside per Unit/Sq. Ft. [2]	\$9,000	\$9,000	\$6,300	
TDIF Funding Remaining for Non-Core Roadway Improvements	\$6,676	\$6,676	\$4,673	
Total Revenue				
TDIF Revenue	\$119,029,235	\$32,104,817	\$27,959,510	\$179,093,561
TDIF Set Aside	\$68,337,000	\$18,432,000	\$16,052,400	\$102,821,400
TDIF Funding Remaining for Non-Core Roadway Improvements	\$50,692,235	\$13,672,817	\$11,907,110	\$76,272,161

tdif avail

Source: City of Rancho Cordova; EPS.

[1] Allocation factors from the Rancho Cordova TDIF Program Nexus Study Update, December 2013.

[2] The TDIF set-aside amount will be adjusted annually using the same annual inflation rate as the TDIF.

landowners and the City agree that a funding mechanism will be established to assure that funding for these improvements will be available when the applicable threshold is met, either to fund construction of the frontage improvements in the preserve or to reimburse the City for its costs of construction.

This funding mechanism will be a CFD or other land-secured financing mechanism, the RDOSP Special Financing District fee program, or a combination of these or any other financing mechanism, as long as such mechanism provides reasonable assurance to the City that the funding for these frontage improvements at the estimated cost shown in this Financing Plan will be available at the time the thresholds identified in the Master Large Lot Map Conditions of Approval have been reached. Said financing mechanism or combinations thereof shall be in place to the satisfaction of the City before the recordation of the first Small Lot Final Subdivision Map on the Property.

Proposed Capital Southeast Connector Project Financing Program

The Capital Southeast Connector project (CSC) is intended to provide a multimodal transportation corridor that will connect the Cities of Elk Grove, Rancho Cordova, Folsom and El Dorado Hills and will follow the existing Grant Line Road alignment in Sacramento County and Rancho Cordova. The CSC is being developed by a Joint Program Authority (JPA) with representation from Elk Grove, Rancho Cordova and Folsom, along with Sacramento County and El Dorado County. The project is included in the Sacramento Area Council of Governments (SACOG)'s Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS) and the Metropolitan Transportation Improvement Plan (MTIP).

The City of Rancho Cordova and Sacramento County General plans have been amended to include the CSC. Phase 1 of the CSC will build a 4 lane expressway with signalized intersections. Later stages will build interchanges and may add through lanes in some locations. The RDOSP will be required to pay for CSC improvements through participation in the City's TDIF, the CSC Financing Program, or both. The City and CSC JPA are working together to develop the financing program for the project.

Other City Community Facilities

RDOSP development will generate demand for Other City Community facilities, including the following facilities: City Hall, Police Facilities, Community Center, Corporation Yard, Museum, Parking Structure, and Administration. RDOSP will meet its obligation to fund its proportional share of these facility costs through payment of the Community Facilities Fee (CFF). As shown on **Table 4-1** and **Table F-13** in **Appendix F**, the Project generates approximately \$38.0 million in CFF revenue for Other Community Facilities.

The City CFF amount varies by land use and is automatically adjusted each year for inflation. Use of this fee, in conjunction with other City funding sources, will provide for the construction of these facilities, which may be located outside the RDOSP. This Financing Plan is based on the assumption the City will construct these facilities when sufficient fee revenue has been collected from the RDOSP and other development in the City. The Sacramento County Public Library administers library facilities serving the City, therefore library facilities are discussed in **Chapter 6**.

Special Financing District Program Formation and Major Updates and Administration Charges

At buildout, formation and major update costs include an estimated \$1.0 million for costs to establish and conduct periodic updates to the proposed RDOSP Special Financing District program. In addition to these costs, a 3-percent administration charge will be added to the RDOSP Special Financing District program to cover ongoing annual administrative costs by the City (e.g. fee computations, credit and reimbursement tracking and reconciliation). The City would administer the City RDOSP Special Financing District fee in a manner similar to other City administered fee programs, including fee collection, investment, annual and periodic reporting, and inter-fund borrowing and reimbursements, where applicable. The administration charge will be included when the RDOSP SFD mechanism (i.e. special tax, assessment, fee, or infrastructure charge) has been established.

5. PARKS, OPEN SPACE, AND TRAILS

The RDOSP offers a connected and interrelated set of park, open space, and trail improvements. The City, CRPD, or another appropriate agency that provides park and recreation services designated by the City will set the requirements for active parks and provide park services to residents within its boundaries, which include the RDOSP. The City also requires the provision of additional open space and trail facilities.

Park, open space, and trail improvements will be programmed and maintained by a combination of CRPD and the City, or the City and another appropriate agency. These improvements are addressed together in this chapter due to the interrelated nature of the improvements and their function as a comprehensive set of recreation and circulation improvements. **Map 5-1** shows the conceptual park and open space locations. The following individual components comprise the RDOSP parks, open space, and trail system associated with land uses and summary level improvements shown in **Table 5-1**.

1. **Quimby Parks.** RDOSP development is required to provide 5 park acres per 1,000 residents. These parks may include a combination of community and neighborhood parks, and there is no specific City or CRPD policy regarding the proportion of neighborhood versus community parks that must be provided.
2. **Park Renovations.** The City also requires that new development fund park renovations in existing areas of the City, through payment of a Park Renovations fee established in the Development Agreement.
3. **City Open Space.** City Open Space is defined as "lands other than traditional parklands that are developed and improved (versus left primarily in a natural state), are accessible to the public and are maintained by the City."⁸ City Open Space includes the following two subcategories:
 - a. **Community Places.** Community Places are intended to be attractive destinations within a community or neighborhood where residents can congregate for social, recreational or other purposes. Community Places improvements could include neighborhood greens, community gardens, public plazas, and other community-wide spaces. The City will require that the RDOSP developers reserve an additional 1 acre of land designated for Community Places for every 1,000 RDOSP residents.
 - b. **Green Infrastructure.** The second component of City Open Space is "Green Infrastructure," which references the improvement or enhancement of a functional feature of a neighborhood (e.g. drainage corridor, trail, etc.) to accommodate and encourage bicycle and pedestrian use. The City has not established a specific dedication requirement for the provision of Green Infrastructure. RDOSP land uses fulfilling the Green Infrastructure requirement include drainage parkways, open space parcels,

⁸ City Open Space Guidelines, City of Rancho Cordova, County Review Draft, November 18, 2013.

greenbelts, and the publicly accessible portions of the detention basins. The wetland preserve and other preserve areas that will not allow public access are specifically excluded from the Green Infrastructure category.

4. **Trail Improvements.** Trail Improvements largely are co-located with elements of the Green Infrastructure system, and are therefore not specifically identified in **Table 5-1**.

Quimby Parks will be programmed and maintained by the City or another appropriate agency designated by the City. It is unclear at this time which agency (the City or another agency, such as CRPD) will maintain Community Places. In conformance with the City Open Space Guidelines, this Financing Plan is based on the assumption that Community Places will be maintained by the City. The City will also be responsible for the maintenance of the Green Infrastructure and the trails system.

Costs and funding strategies for each of these components is discussed in further detail in the sections to follow.

Table 5-1
Quimby Parks, Community Places, and Green Infrastructure Land Use and Improvement Costs
Summary

Land Use	Acres	RDOSP Funding Obligation	Table Reference
Quimby Parks, Community Places, and Green Infrastructure			
Quimby Parks			
Neighborhood Parks	57.70	\$34,925,966	Table 5-4
Community Parks [1]	105.79	\$56,194,971	Table 5-4
Other CRPD Park Fee Components	n/a	\$14,670,635	Table 5-4
Quimby Parks [1]	163.49	\$105,791,572	Table 5-4
Community Places			
Community Parks (Parcels 58 and 58A)	15.73	\$6,770,965	Table 5-9
Urban Plazas	1.00	\$1,281,731	Table 5-9
Future Neighborhood Greens [2]	15.63	\$6,727,920	Table 5-9
Total Community Places	32.36	\$14,780,616	
Total Quimby Park and Community Places	195.85	\$120,572,189	
Green Infrastructure			
Drainage Parkway	141.90	\$14,190,000	Table 5-10
Open Space (Parcels 17 and 111)	22.20	\$2,220,000	Table 5-10
Greenbelts	50.80	\$5,080,000	Table 5-10
Stormwater Detention Basins	38.60	\$3,860,000	Table 5-10
Contingency and Engineering	n/a	\$8,872,500	Table 5-10
Total Green Infrastructure	253.50	\$34,222,500	
Total Quimby Parks, Community Places, and Green Infrastructure	449.35	\$260,586,261	

sum

Source: Wood Rodgers; EPS.

[1] Excludes 15.7 community park acres that fulfill the community places requirement.

[2] Represents portion of community places fee revenue that would be used to construct future neighborhood greens that may be developer constructed. Developers would be entitled to a credit of \$6.7 million or \$578 per single family unit (see Table 5-9 for additional detail.)

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CONCEPTUAL PARK & OPEN SPACE MASTER PLAN

RIO DEL ORO

LEGEND

- QUIMBY PARKS
- NEIGHBORHOOD PARK
- COMMUNITY PARK
- COMMUNITY PLACES*
- NEIGHBORHOOD GREENS / URBAN PLAZAS
(LOCATION FLEXIBLE; TBD BY T-MAP)
- GREEN INFRASTRUCTURE
- DRAINAGE PARKWAYS
- LANDSCAPE CORRIDORS / GREENBELTS
- STORM WATER DETENTION
- GREEN STREETS / SEPARATED SIDEWALK
(LOCATION FLEXIBLE; TBD BY T-MAP)
- NEIGHBORHOOD PASEOS
(LOCATION FLEXIBLE; TBD BY T-MAP)
- LANDSCAPE CORRIDORS
- OTHER OPEN SPACE
- OPEN SPACE PRESERVE / WETLAND PRESERVE
- PRIVATE RECREATION

* 16.6 acres are intended to be provided as Community Places identified during the small lot tentative mapping phase.



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Quimby Parks

The following sections address the manner in which RDOSP development will meet their Quimby Parks land dedication and construction funding obligations.

Quimby Parks Land Dedication

As discussed above, current requirements are that the RDOSP provide 5 acres of active park land per every 1,000 new residents, or a total of 161.8 acres of park land, as shown on **Table 5-2**. Based on an equitable distribution of park facilities and walking contours of a ½-mile for neighborhood parks, the RDOSP includes a centrally located Community Park and 10 neighborhood parks, which combine to fulfill the Quimby park land dedication requirements. This section describes the Neighborhood and Community Park facilities and describes the financing strategy to construct the associated capital improvements.

- **Neighborhood Parks.** The neighborhood parks will be between approximately 5 and 10 acres each and have a service area of a ¼- to ½-mile. Neighborhood parks may include the following amenities: tot lots, playgrounds, multi-use turf fields, and barbeque/picnic areas. The 10 neighborhood parks provided by the RDOSP total approximately 57.8 acres.
- **Community Park.** The 121.5-acre Community Park is located in the Village Core and is envisioned to include the following amenities:
 - Ball fields.
 - Soccer fields.
 - Tennis courts.
 - Basketball courts.
 - Picnic/playground areas.
 - Amphitheater.
 - Festival/event space.

The Community Park may also include an aquatic center and a community center. The Community Park is adjacent to the high school and there will be potential for joint use fields between the park and high school. 105.8 acres of the Community Park site will be used to fulfill the Quimby park land dedication requirements. The remaining 15.7 acres will be used to meet the City's Community Places dedication requirement, discussed later in this chapter.

Based on the total of 163.5 acres of RDOSP park land counted towards the Quimby Parks requirement, the RDOSP is dedicating 1.7 acres in excess of the requirement, as shown in **Table 5-2**.

Table 5-2
Quimby Parks Land Dedication Requirement

Quimby Parks	Assumption	Acres Required	Acres Provided	Over/ (Under)
RDOSP Population	32,365			
Quimby Parks				
Neighborhood Parks		N/A	57.7	N/A
Community Parks		N/A	121.5	N/A
<i>Less Community Park Acreage Required for Community Places</i>		N/A	(15.7)	N/A
Net Community Park		N/A	105.8	N/A
Total Quimby Parks		161.8	163.5	1.7
<i>over under</i>				

Quimby Parks Construction Cost Estimates and Funding Strategy

This section describes the estimated costs and funding strategy for construction of Quimby Parks improvements.

In April 2014, the CRPD Board of Directors adopted the CPRD Park Impact Fee Nexus Study and the associated park development impact fee. While the City has not yet adopted this fee, this Financing Plan is based on the assumption that the CRPD park fee will apply to development in the RDOSP.

The RDOSP developers have the option to meet their park construction obligations through a combination of fee payments and turnkey park construction. **Table 5-3** presents the total estimated fee revenue that RDOSP development would generate, if fee payment were the only means by which RDOSP's park construction obligations were met.

Table 5-3
Rio Del Oro Specific Plan Financing Plan
Estimated Quimby Park Development Impact Fee Revenue (2015\$)

Land Use	Buildout Units/Sq. Ft.	Fee per Unit	Total Fee Revenue
Residential	<u>units</u>	<u>per unit</u>	
Single-Family	7,593	\$9,082	\$68,962,435
Medium-Density	2,048	\$9,082	\$18,600,694
High-Density	2,548	\$7,154	\$18,228,443
Subtotal Residential	12,189		\$105,791,572
Nonresidential	<u>sq. ft.</u>	<u>per bldg. sq. ft.</u>	
Local Town Center	265,042	\$0.00	\$0
Regional Town Center	1,229,476	\$0.00	\$0
Village Commercial	218,561	\$0.00	\$0
Business Professional	1,181,572	\$0.00	\$0
Industrial Park	4,708,652	\$0.00	\$0
Subtotal Nonresidential	7,603,303		\$0
Total Project			\$105,791,572

Source: Cordova Recreation and Park District Nexus Study (04/16/2014); City
of Rancho Cordova (fee rate effective 1/1/2016). *park*

The maximum RDOSP Quimby Parks funding obligations therefore are approximately \$105.8 million, including all components of the CRPD fee. Each component of this obligation is discussed in further detail below.

Neighborhood Parks

Table 5-4 summarizes the neighborhood parks funding strategy, which is detailed further in **Table 5-5**. The Neighborhood Park RDOSP funding obligation is estimated to total approximately **\$34.9 million**, the equivalent of the fee revenue generated by RDOSP for the Neighborhood Park component of the CRPD fee.

These park facilities also may be constructed by the RDOSP developer and turned over to CRPD on a “turn-key” basis, which may satisfy the RDOSP’s funding obligation for Neighborhood Parks. If constructed on a turnkey basis, the constructing developer would receive a credit equal to the construction cost per acre (currently \$423,886 as provided by CRPD) multiplied by the number of neighborhood park acres constructed, even if actual construction costs are lower.

If all neighborhood parks were constructed on a turn-key basis, the total possible neighborhood park credits would be roughly \$24.5 million, resulting in a surplus of approximately \$10.5 million in available neighborhood park fee revenue. This surplus will be available to fund community park improvements, as illustrated more specifically in **Table 5-5**, and discussed in greater detail below.

Community Park Facilities

Table 5-4 also presents the estimated community park funding costs and strategy. Based on the per-acre costs for community park improvements in the CRPD Park Impact Fee Nexus Study, total estimated costs to improve the 105.8 acres of community parks are roughly \$65.6 million. CRPD will construct the Community Park, using park development fee revenue generated by RDOSP and other development projects.

Of the total estimated **\$65.6 million** cost, the RDOSP funding obligation is estimated to total approximately **\$56.2 million**, based on the equivalent of the fee revenue generated by RDOSP for the Community Park component of the fee.

Because the Community Park is sized to serve the RDOSP and neighboring communities, the remaining \$9.4 million in estimated Community Park construction costs is beyond the RDOSP funding contribution for Community Parks established by the CRPD Nexus Study. This cost will be funded by fee revenues generated by other projects within the CRPD boundary. As discussed later, the Project will generate an additional \$6.8 million in Community Places fee revenue that will be set aside for Community Park improvements.

The \$9.4 million shortfall in estimated Community Park construction costs will be augmented by the approximately \$10.5 million surplus in estimated neighborhood park construction. The estimated surplus in neighborhood park construction is a result of the ratio of community park and neighborhood park acres in this development, which varies from the citywide average distribution of community and neighborhood parks used in the CRPD Nexus Study. CRPD’s Park Fee Nexus Study assumes 52 percent community park acres and 48 percent neighborhood park acres. RDOSP provides 65 percent community park acres and 35 percent neighborhood park acres.

Table 5-4
Rio Del Oro Specific Plan Financing Plan
Quimby Parks Construction Cost and RDOSP Funding Obligation Comparison (Buildout)

CRPD Park Fee Component	Construction Cost/Acre [1,2]	Acres	Estimated Construction Cost			RDOSP Funding Obligation	Surplus/ (Shortfall)
			Developer	City / CRPD	Total		
Quimby Parks							
Neighborhood Parks	\$423,886	57.7	\$24,458,194	\$0	\$24,458,194 [3]	\$34,925,966 [4]	\$10,467,773
Community Parks	\$620,484	105.8	\$0	\$65,641,027	\$65,641,027	\$56,194,971 [5]	(\$9,446,056) [6]
Subtotal Quimby Parks		163.5	\$24,458,194	\$65,641,027	\$90,099,221	\$91,120,938	\$1,021,717 [6]
Other CRPD Park Fee Components							
Districtwide Facilities [7]	NA	NA	\$0	\$11,574,028	\$11,574,028	\$11,574,028	\$0
Administration [7]	NA	NA	\$0	\$3,096,606	\$3,096,606	\$3,096,606	\$0
Subtotal Other Components			\$0	\$14,670,635	\$14,670,635	\$14,670,635	\$0
Total CRPD Park Fee Components		163.5	\$24,458,194	\$80,311,662	\$104,769,855	\$105,791,572	\$1,021,717 [6]

park comp

Source: Cordova Recreation and Park District Nexus Study (04/16/2014) and EPS.

- [1] Neighborhood Parks construction cost equals the Neighborhood Parks obligation identified by CRPD divided by the total Neighborhood Park acres. Total Neighborhood Parks construction costs not to exceed \$423,886 per acre.
Community Parks construction cost is derived from Table 3 and Table 4 in the CRPD Park Impact Fee Nexus Study. Community Parks construction cost of \$153,175,240, excluding administration, divided by 260 acres. Inflated by 0.95-percent to account for the inflation increase from 2014 to 2015.
- [2] All costs exclude the costs of land acquisition.
- [3] Total construction costs for Neighborhood Parks equals the Neighborhood Parks obligation identified by CRPD divided by the total Neighborhood Park acres. If constructed on a turnkey basis, developer would receive a credit equal to construction cost per acre (currently \$423,886) multiplied by the number of neighborhood park acres constructed, even if actual construction costs are lower.
- [4] Funding obligation for Neighborhood Parks based on Neighborhood Park component of CRPD fee.
- [5] Funding obligation for Community Parks based on Community Park component of CRPD fee.
- [6] The funding for the shortfall will come from fee revenue generated by other projects within the CRPD boundary and the Neighborhood Park surplus.
- [7] Costs equal fee revenue generated by the project.

Table 5-5 illustrates the revenues available to fund community park construction in additional detail, assuming turn-key construction of neighborhood parks. Total neighborhood park fee revenue generated by Rio del Oro development will approximate \$34.9 million, while anticipated credits for improvement of 57.7 acres of neighborhood parks will total approximately \$24.5 million, generating approximately \$10.5 million in surplus neighborhood park fee revenues. If desired by the City and CRPD, these revenues would be available to augment the \$56.2 million in community park fee revenues collected from RDOSP development.

Other CRPD Park Fee Components

Other CRPD park fee components include "Districtwide Facilities" and "Administration." RDOSP obligations for these components will be met by payment of the CRPD park fee, a combined total of \$14.7 million for these other components.

Park Renovations

As a term of the Tier 2 Development Agreements, the City requires new development to fund Park Renovations in existing park facilities through payment of a park renovation fee. Park Renovations funding obligations therefore are estimated based on the Park Renovations fees generated by the Project, pursuant to DA terms and summarized in **Table 5-6**.

City Open Space

The RDOSP system of open space will provide connections between park facilities and will enhance the overall park system. City Open Space includes 2 distinct categories: Community Places and Green Infrastructure. The key distinction between the 2 categories is that the City has specific community spaces land dedication and capital improvement requirements (similar to Quimby Parks), while the Green Infrastructure component does not, instead requiring developers to meet a "functional standard," to be determined as part of the planning and design process.

The manner in which the RDOSP meets requirements for each component is described more fully below.

Community Places

Community Places Land Dedication

To fulfill the Community Places land dedication requirement, the City will require dedication of an additional 1 Community Places acre per 1,000 RDOSP residents. **Table 5-7** details the RDOSP Community Places land dedication obligation and the manner in which those obligations are met.

Based on the estimated RDOSP population, a total of 32.36 Community Places acres will be required. As discussed previously, 15.7 acres of the Community Park site will be used to fulfill the Community Places requirement. The land use plan includes a 1.0 acre urban plaza located in **Phase 3**. An additional 15.63 acres of neighborhood greens will be required to fulfill the Community Places requirement. **Map 5-1** identifies the conceptual placement of these remaining neighborhood green facilities, but these locations are considered flexible and will be finalized at tentative map.

Table 5-5
Rio Del Oro Specific Plan Financing Plan
Park Fee Credits and Payments

Item	Neighborhood Park Fee/Credit per Unit/Acre	Elliott		Easton		Total	
		Units/Acres	Credit/Cost	Units/Acres	Credit/Cost	Units/Acres	Credit/Cost [1]
NEIGHBORHOOD PARKS							
Residential Land Uses - Available Neighborhood Park Credits	<u>Fee per Unit [2]</u>	<u>Units</u>	<u>Credit</u>	<u>Units</u>	<u>Credit</u>	<u>Units</u>	<u>Credit</u>
Single-Family	\$2,999	2,758	\$8,269,891	4,835	\$14,497,796	7,593	\$22,767,686
Medium-Density	\$2,999	970	\$2,908,555	1,078	\$3,232,394	2,048	\$6,140,948
High-Density	\$2,362	1,456	\$3,438,475	1,092	\$2,578,856	2,548	\$6,017,331
Total Available Credits			\$14,616,920		\$20,309,046		\$34,925,966
Creditable Neighborhood Park Construction	<u>Credit Per NP Acre [1]</u>	<u>Acres</u>		<u>Acres</u>		<u>Acres</u>	
Neighborhood Parks	\$423,886	15.5	\$6,582,942	42.2	\$17,875,252	57.7	\$24,458,194
Neighborhood Park Credit Surplus/(Shortfall) [3]			\$8,033,978		\$2,433,794		\$10,467,773
Funding Available for Community Parks [4]							
Community Parks Fee Revenue			\$23,518,288		\$32,676,683		\$56,194,971
Neighborhood Park Credit Surplus			\$8,033,978		\$2,433,794		\$10,467,773
Total Funding Available for Community Parks			\$31,552,267		\$35,110,477		\$66,662,744
Districtwide Facilities and Other Fee Revenue			\$6,140,120		\$8,530,515		\$14,670,635

Credit S2

[1] Total park construction costs not to exceed \$423,886 per acre.

[2] Based on Neighborhood Park component of the CRPD Nexus Study.

[3] A park credit surplus indicates that the developer constructed fewer parks than needed to utilize all available credits and will pay the difference in fees. A shortfall indicates the developer constructed more parks than they have credits to apply and are owed a reimbursement.

[4] Reflects the revenue generated by the Community Park fee component, plus any neighborhood park credit surplus.

Table 5-6
Rio Del Oro Specific Plan Financing Plan
Estimated Rancho Cordova Park Renovation Fee Revenue (2015\$)

Land Use	Fee per Unit/Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$1,078	482	7,593	\$519,466	\$8,183,204
Medium-Density	\$1,078	147	2,048	\$158,426	\$2,207,191
High-Density	\$842	312	2,548	\$262,698	\$2,145,365
Subtotal Residential		941	12,189	\$940,590	\$12,535,760
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$0.00	0	265,042	\$0	\$0
Regional Town Center	\$0.00	0	1,229,481	\$0	\$0
Village Commercial	\$0.00	0	218,535	\$0	\$0
Business Professional	\$0.00	0	1,181,520	\$0	\$0
Industrial Park	\$0.00	0	4,696,521	\$0	\$0
Subtotal Nonresidential		0	7,591,099	\$0	\$0
Total Project				\$940,590	\$12,535,760

park_reno

Source: City of Rancho Cordova; fees effective 1/1/2016.

Table 5-7
Community Places Land Dedication

Improvement	Assumption
Total Population	32,365
Community Places Required (1 acre/1,000 residents)	32.36
Community Places Provided	
Community Park (Parcel 58A - EDC)	9.12
Community Park (Parcel 58 - Elliott)	6.61
Urban Plaza (Parcel 94 - Elliott)	1.00
Neighborhood Greens (shown in Tentative EDC Map)	9.65
Neighborhood Greens (shown in Tentative Elliott Map)	5.98
Total Community Places Provided	32.36
Over/(Under) Dedication	0.00
OS	

Source: Wood Rodgers and EPS.

Community Places Construction Cost Estimates and Funding

The City has established a Community Places fee, which is implemented through the development agreement negotiation process, but the City has not produced a supporting Nexus Study establishing the relationship between the required Community Places, costs to construct, and the uses paying the fee. The Financing Plan assumes the Project will fulfill their Community Places obligation by paying the Community Places fee established by the Development Agreement.

To the extent that RDOSP developers construct Community Places facilities, the developer would receive a fee credit against the Community Places fee as described in this chapter. Currently, it is anticipated that the developers will construct the 15.63 acres of neighborhood greens. In that circumstance, the constructing developer would receive a credit equal to the established neighborhood greens construction cost per acre (which will be specified in the Development Agreement) multiplied by the number of acres constructed, even if actual construction costs are lower. The Development Agreement will establish the future neighborhood greens construction budget, but the total obligation for those 15.63 acres shall not exceed \$6.7 million, which is the amount of fee revenue generated by the neighborhood greens portion of the Community Places fee by the Project.

Table 5-8 calculates the potential Community Place fee credit per residential unit if the future neighborhood greens were developer constructed. **Table 5-8** breaks the Community Places fee into the following construction components: community parks, neighborhood greens, and public gathering spaces/urban plazas. The potential fee credit for constructing neighborhood greens is approximately \$578 per SFR unit. **Table 5-8** assumes the City or CRPD will construct the portion of the Community Places obligation fulfilled by Community Park land dedication as well as the public gathering places component. Should the developer construct these or additional Community Places facilities, they would be eligible for additional credits.

Table 5-9 details the Community Places fee revenue that will be generated by RDOSP development, excluding any potential fee credits. As shown on **Table 5-9**, RDOSP development will generate nearly \$1.3 million for the public gathering space component of the fee, approximately \$6.8 million for the community park component of the fee, and an additional \$6.7 million for the neighborhood greens component of the fee.

Green Infrastructure

The Project's Green Infrastructure network contains linear open spaces, drainage parkways, greenbelts/greenways, stormwater detention basins, and paseos. The Green Infrastructure parcels provide passive recreation opportunities, resource preservation and mitigation, floodwater conveyance and detention/retention, and storm water quality treatment. The Green Infrastructure network also links the residential neighborhoods, schools, and parks to the shopping and employment areas.

Green Infrastructure Construction Cost Estimates and Funding

Summarized in **Table 5-10**, Wood Rodgers estimated that improvement of the 253.5 acres of Green Infrastructure will cost roughly \$34.2 million, based on an estimated average per-acre cost of \$100,000 plus engineering/design (soft costs) and contingency. Improvements include subgrade preparation, excavation, installation of landscaping improvements (approximately \$1 per square foot) and installation of temporary irrigation. Note that to the extent that trail facilities are located in Green Infrastructure uses, these costs are net of costs for Trail Improvements, which are discussed in further detail in the following section.

The cost for Green Infrastructure will be funded through the Special Financing District. As shown in **Table G-4** in **Appendix G**, open space costs are allocated on the basis of total persons served.

Table 5-8
Rio Del Oro Specific Plan Financing Plan
Potential RDOSP Community Places Fee Components

Community Places Fee Component	Formula	Acres	Percentage	Amount	
				SFR	MFR
Open Space Fee Component					
Community Park (City/CRPD Constructed)	A	15.73	50.2%	\$581.31	\$457.84
Neighborhood Greens (Developer Constructed)	B	15.63	49.8%	\$577.61	\$454.93
Subtotal Open Space Fee Component	C = A + B	31.36	100.0%	\$1,158.92	\$912.77
Public Gathering Places Component	D	1.00		\$110.04	\$86.67
Total Community Places Fee	E = C + D	32.36		\$1,268.96	\$999.44
Potential Community Places Fee Credit [1] [2]	F = -B			(\$577.61)	(\$454.93)

cp adj

[1] Potential fee credit for developer-constructed neighborhood greens.

[2] Reflects portion of the fee that would fund construction of neighborhood greens, which is currently anticipated to be developer constructed. Assumes the City or CRPD will construct the portion of the Community Places obligation fulfilled by Community Park land dedication as well as the public gathering places component. Should the developer construct these or additional Community Places facilities, they would be eligible for additional credits.

Table 5-9
Rio Del Oro Specific Plan Financing Plan
Estimated Rancho Cordova Community Places Fee Revenue at Buildout (2015\$)

Land Use	Persons per Household	EDU Factor	Buildout Units/Sq. Ft.	Fee per Unit/Sq. Ft. [1]			Total	Fee Revenue			Total
				Public Gathering Space	Open Space			Public Gathering Space	Open Space [2]		
					Community Park	Neighborhood Greens [2]			Community Park	Neighborhood Greens [2]	
Fee per EDU				\$110	\$581	\$578	\$1,269				
Residential					per unit						
Single-Family	2.92	1.00	7,593	\$110	\$581	\$578	\$1,269	\$835,534	\$4,413,870	\$4,385,810	\$9,635,213
Medium-Density	2.92	1.00	2,048	\$110	\$581	\$578	\$1,269	\$225,362	\$1,190,518	\$1,182,950	\$2,598,830
High-Density	2.30	0.79	2,548	\$87	\$458	\$455	\$999	\$220,835	\$1,166,577	\$1,159,161	\$2,546,573
Subtotal Residential			12,189					\$1,281,731	\$6,770,965	\$6,727,920	\$14,780,616
Nonresidential					per bldg. sq. ft.						
Local Town Center			265,042	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Regional Town Center			1,229,476	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Village Commercial			218,561	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Business Professional			1,181,572	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Industrial Park			4,696,530	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Subtotal Nonresidential			7,591,181					\$0	\$0	\$0	\$0
Total Project								\$1,281,731	\$6,770,965	\$6,727,920	\$14,780,616

mos

Source: City of Rancho Cordova.

[1] The full Community Places Fee per unit is shown. If any of the open space components of the Community Places Fee (community parks and neighborhood greens) are developer constructed, the developer would receive a credit against the Community Places fee.

[2] Represents portion of community places fee revenue that would be used to construct future neighborhood greens that may be developer constructed. If developer constructed, developer would be eligible for a credit of up to \$6.7 million or \$578 per SFR unit. In no event shall the obligation to construct the future neighborhood greens exceed \$6.7 million.

Table 5-10
Green Infrastructure Improvement Costs (2015\$)

Improvement	Cost Assumption		Buildout	
			Acres	Total Cost
Green Infrastructure				
Drainage Parkway [1]	\$100,000	per acre	141.9	\$14,190,000
Open Space (Parcels 17 and 111)	\$100,000	per acre	22.2	\$2,220,000
Greenbelts	\$100,000	per acre	50.8	\$5,080,000
Stormwater Detention Basins [1]	\$100,000	per acre	38.6	\$3,860,000
Subtotal Green Infrastructure			253.5	\$25,350,000
Contingency	15%			\$3,802,500
Engineering	20%			\$5,070,000
Total Green Infrastructure				\$34,222,500

green

Source: Wood Rodgers (April 2016); EPS.

[1] Costs reflect additional landscaping costs only, and exclude costs for drainage improvements.

Trails

In the parks and open space network, trails are provided for pedestrian and bicycle use, as well as interpretive trails through the upland areas for bird-watching and photography. **Map 5-2** shows the trail facilities planned for the RDOSP. Trails are generally co-located with drainage and landscape corridors, greenbelts, paseos and other Green Infrastructure facilities. Trail facilities provided by the RDOSP include 29,400 linear feet of 12-foot wide off-street trails and 53,211 linear feet of 10-foot wide off-street trails. The trail system also includes one undercrossing, 3 low water crossings, and 4 grade-separated crossings.

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(TRAILS AND OPEN SPACES PLAN)
RIO DEL ORO

CITY OF RANCHO CORDOVA CALIFORNIA
NOVEMBER, 2014



LEGEND

CLASS I 12' OFF-STREET REGIONAL TRAIL

- WEST TRAIL
- AMERICANOS TRAIL

CLASS I 10' OFF-STREET TRAIL

- NORTH TRAIL
- RIO DEL ORO TRAIL
- PARK LOOP TRAIL
- MORRISON CREEK TRAIL

CLASS II BIKE LANE

- LOCATION OF ON-STREET BIKE LANE
- NEIGHBORHOOD BIKE ROUTE TO BE SPECIFICALLY LOCATED AT TENTATIVE MAP

CROSSINGS

- GRADE SEPARATED STRUCTURE FUNDED BY CIP
- OPTIONAL GRADE SEPARATED CROSSING TO BE CONSIDERED BY CITY OF SPORTS/WATER PARK IS APPROVED AT THIS LOCATION
- LOW FLOW CHANNEL CROSSING
- UNDER CROSSING
- AT GRADE STREET CROSSING
- FEASIBILITY OF A GRADE SEPARATED CROSSING TO REPLACE AT GRADE STREET CROSSINGS AT THESE LOCATIONS WILL BE EVALUATED AT THE TENTATIVE SUBDIVISION MAP OR SCHOOL/PARK DESIGN REVIEW PHASES

PARK/OPEN SPACE

- PARK
- COMMUNITY PARK
- DRAINAGE PARKWAYS
- LANDSCAPE CORRIDORS / GREENBELTS
- OPEN SPACE PRESERVE / WETLAND PRESERVE
- PRIVATE RECREATION
- STORM WATER DETENTION
- NEIGHBORHOOD GREEN/URBAN PLAZA (LOCATION FLEXIBLE; TBD BY T-MAP)
- GREEN STREETS / SEPARATED SIDEWALK (LOCATION FLEXIBLE; TBD BY T-MAP)
- NEIGHBORHOOD PASEOS (LOCATION FLEXIBLE; TBD BY T-MAP)
- LANDSCAPE CORRIDORS



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Trails Construction Cost Estimates and Funding

Summarized in **Table 5-11**, Wood Rodgers preliminarily estimated trail costs to total \$16.3 million at buildout. Trail Improvements costs include subgrade preparation, excavation, paving, fencing, and installation of a 2-foot decomposed granite shoulder on each side. These costs are detailed in **Table E-1**.

The cost for trails will be funded through the Special Financing District. As shown on **Table G-5** in **Appendix G**, trail costs are allocated on the basis of total persons served.

Table 5-11
Estimated Trail Improvements Costs

Item	Quantity		Cost per Unit		Total Cost
Trail Construction Costs					
12' Off-Street Trails	29,400	Linear Feet	\$66	per Linear Foot	\$1,940,400
10' Off-Street Trails	53,211	Linear Feet	\$66	per Linear Foot	\$3,511,926
Undercrossing	1	each	\$240,000	each	\$240,000
Low Water Crossing	3	each	\$250,000	each	\$750,000
Grade Separated Structure	4	each	\$1,400,000	each	\$5,600,000
Subtotal Trail Construction					\$12,042,326
Plus Contingency	15%				\$1,806,349
Plus Engineering	20%				\$2,408,465
Total Trail Costs					\$16,257,140

trails

Source: Wood Rodgers, Inc. (April 2016).

EXHIBIT 3C

*Rio del Oro Specific Plan Public Facilities Financing Plan
Public Review Draft Report August 2016*

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6. OTHER AGENCY IMPROVEMENT COSTS

This chapter discusses the costs and funding sources for Backbone Infrastructure, Public Facilities, and Environmental Mitigation that are the operating and maintenance responsibility of a variety of other public agencies. Other Agency Improvements located within the boundary of the RDOSP, or that are construction or financing requirements of RDOSP to develop, include the following improvements:

- **Backbone Infrastructure:** water, storm drainage, and sewer.
- **Public Facilities:** schools, fire stations, transit, and libraries.
- **Environmental Mitigation.**

This chapter excludes parks, which would be the operating and maintenance responsibility of CRPD, the City, or another appropriate agency designated by the City. Parks are discussed in **Chapter 5**, which describes the entire interrelated system of parks, open space (green infrastructure and community places), and trails in the RDOSP, regardless of the party responsible for operations and maintenance.

This chapter reviews the Other Agency Improvements and identifies their estimated costs. The chapter also describes the existing and proposed financing mechanisms planned to fund the construction costs of these improvements.

The following appendices provide background and supporting information for this chapter:

- **Appendix B** contains the water detailed cost estimates for the RDOSP as provided by Wood Rodgers, Inc., current as of April 2016.
- **Appendix C** contains the storm drainage detailed cost estimates for the RDOSP as provided by Wood Rodgers, Inc., current as of April 2016.
- **Appendix D** contains the sewer detailed cost estimates for the RDOSP as provided by Wood Rodgers, Inc., current as of April 2016.
- **Appendix F** contains the estimated fee revenue generated by the Project for schools, fire, transit, and library.

Table 6-1 summarizes the Other Agency improvement costs in the RDOSP in 2015 dollars. All Other Agency Backbone Infrastructure costs shown include 15 percent for contingency and 20 percent for engineering/design (soft costs). As shown on **Table 6-1**, at buildout, the RDOSP will require an estimated total of approximately \$114.9 million in Other Agency Backbone Infrastructure improvements.

Other Agency Public Facilities costs are estimated to total \$170.5 million at buildout. Environmental mitigation costs are estimated to total \$2.0 million at buildout.

In total, the RDOSP is estimated to incur roughly \$287.4 million in Other Agency Backbone Infrastructure, Public Facilities, and environmental mitigation costs at buildout.

EXHIBIT 3C
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Table 6-1
Rio Del Oro Specific Plan Financing Plan
Other Agency Improvement Cost Summary (2015\$)

Item	Buildout		Net Cost
	Cost	Credit	
Backbone Infrastructure			
Water	\$26,987,291	(\$26,616,265)	\$371,026
Drainage	\$47,050,079	(\$29,840,710)	\$17,209,368
Sewer	\$40,816,089	(\$40,816,089)	\$0
Subtotal Backbone Infrastructure	\$114,853,459	(\$97,273,064)	\$17,580,394
Public Facilities			
Schools [1]	\$145,837,952	(\$145,837,952)	\$0
Fire Station [1]	\$17,430,939	(\$17,430,939)	\$0
Library [1]	\$7,264,222	(\$7,264,222)	\$0
Subtotal Public Facilities	\$170,533,112	(\$170,533,112)	\$0
Environmental Mitigation	\$2,000,000	\$0	\$2,000,000
Total Other Agency Costs	\$287,386,571	(\$267,806,177)	\$19,580,394

other cost

Source: Wood Rodgers; EPS.

[1] Assumes cost is equal to fee revenue generated by Rio Del Oro development.

Water

The Project lies within SCWA and Cal-AM water service areas. SCWA Zone 40 will serve as the water wholesaler, and California American Water Company (Cal-Am) and SCWA Zone 41 will operate and maintain the distribution system in the Project. The Cal-Am Security Park service area⁹ will serve the easterly portion of RDOSP and SCWA Zone 40 will serve the westerly portion of the RDOSP, as shown in **Map B-1**. Proposed water transmission and distribution facilities will be developed in accordance with standards for water system improvements set forth by SCWA and Cal-AM for their respected service areas.

Currently, Cal-Am's Security Park service area is the only municipal water supply or distribution facility located in the RDOSP. Security Park is a small system fed by a single well and a 1-million-gallon (MG) storage tank located in the southeast portion of the Project in the Security Park area. Although this system is part of a larger franchise area contained in the RDOSP, the Cal-Am Security Park System is not capable of supplying or delivering water to the entire Project, and will purchase water wholesaled by SCWA. In order to receive Zone 40 water, the Cal-Am service area must be a part of the Zone 40 benefit zone and will be required to fund a share of SCWA Master Plan costs.

SCWA Zone 40's Vineyard Surface Water Treatment Plant (VSWTP) will therefore serve as the primary water supply source for the RDOSP. The VSWTP has multiple contracts for the supply of water. On average, the VSWTP has entitlements not exceeding 78,000 acre-feet (AF) per year (or 48,360 gallons per minute [gpm]). A portion of these entitlements is assumed to be available to serve the following planning areas: Sunrise Corridor, Mather, Sunrise Douglas, and the RDOSP.

SCWA is currently planning the Interim North Area Service Pipeline (INASP) project which will provide an initial source of water to the project by constructing a water transmission main from the VSWTP to the existing Excelsior Raw Water Pipeline (ERWP). The ERWP will then be used for transmission of treated surface water from the VSWTP to the North Service Area/RDOSP. Ultimately the North Area Service Pipeline will be required for full build-out of the North Service Area/RDOSP.

On-Site Water Improvements

Proposed backbone water improvements are based on the Water System Infrastructure Plan (WSIP), a steering document for SCWA and the development community, prepared by Montgomery Watson Harza (MWH). The WSIP has been recently updated and will be available by the end of the year. The updated WSIP will provide an updated description of the proposed backbone water improvements. The WSIP provides water supply and major water infrastructure requirements for the Sunrise Corridor/Mather/Sunrise Douglas/RDOSP planning areas.

Because of significant elevation differences across the Project and the Cal-Am service area, a preliminary pressure zone/service boundary was established that separates the Project into two pressure zones/service boundaries. Establishing two pressure zones/service boundaries

⁹ Cal-Am and the SCWA have revised the Cal-Am Security Park services area. The California Public Utilities Commission (CPUC) has approved the Cal-Am request for service area change.

minimizes the amount of parallel piping needed between the service districts and neighboring customers served by other water agencies.

A preliminary on-site water system has been designed as a looping system following major roadway alignments to provide a transmission main grid that generally provides square mile loops. The transmission system will incorporate main line pipe sizes from 16 inches to 24 inches in diameter. The on-site distribution system will incorporate 8-inch to 12-inch diameter pipes, with the 12-inch lines looping near sites requiring higher fire flow requirements, such as commercial, industrial, and school sites. Refer to **Map B-2** in **Appendix B** for on-site water improvements for the Project.

Off-Site Water Improvements

SCWA is in the design phase for the Interim North Area Service Pipeline (INASP) and plans to commence construction in 2016 which will provide a connection from the VSWTP to the Sunrise Corridor/Mather/Sunrise Douglas/RDOSP planning areas. The Zone 40 Master Plan/WSIP identifies the offsite water supply and transmission facilities that SCWA will develop as Project phases build out. As such, note that RDOSP developers will not be required to install offsite backbone water infrastructure improvements, and will fund their fair share of these improvements through payment of the Zone 40 impact fees discussed below.

Map B-3 in **Appendix B** shows the off-site backbone water improvements needed to serve buildout of the RDOSP.

Water Cost Estimates

Wood Rodgers, Inc., provided on-site backbone water infrastructure improvement cost estimates, which total approximately \$27.0 million at buildout of the RDOSP, as shown in **Table 6-2**. These cost estimates are largely based on Zone 40 unit costs and reimbursement schedules for both the Zone 41 and Cal-AM service areas, as additional detail regarding Cal-AM costs and reimbursement schedules is not available at this time.

On-site backbone water costs for Phases 1 through 5, assumed to be served by Zone 41 for Financing Plan purposes total approximately \$10.1 million. Costs for the Cal-AM service area, assumed to be Phases A through E, total roughly \$16.9 million.

Note that because RDOSP developers will not be required to install offsite backbone water infrastructure improvements, the Wood Rodgers cost estimates do not include the costs of these facilities.

Appendix B shows the original detailed cost estimates and estimated credits/reimbursements for water improvements provided by Wood Rodgers, Inc.

Table 6-2
Rio Del Oro Specific Plan Financing Plan
Rio del Oro Water System Costs and Credits/Reimbursements

Water

Water	Construction Cost	Estimated Credits/Reimb./ Fee Funding	Rio Del Oro SFD Funding [1]
<u>Eligible Facilities</u>			
Phase 1			
24" Water	\$314,975	\$305,160	\$9,816
24" Butterfly Valve	\$10,875	\$11,180	\$0
Total	\$325,850	\$316,340	\$9,816
Phase 2			
24" Water	\$2,040,350	\$1,976,767	\$63,583
24" Butterfly Valve	\$54,375	\$55,900	\$0
1.5 MG Water Tank	\$1,153,593	\$1,153,593	\$0
Booster Pump Station	\$1,076,654	\$1,076,654	\$0
Total	\$4,324,972	\$4,262,914	\$63,583
Phase 3			
12" Water	\$124,800	\$215,488	\$0
12" Butterfly Valve	\$3,250	\$3,766	\$0
Total	\$128,050	\$219,254	\$0
Phase 4			
12" Water	\$263,700	\$455,322	\$0
24" Water	\$1,634,000	\$1,583,080	\$50,920
12" Butterfly Valve	\$6,500	\$7,532	\$0
24" Butterfly Valve	\$21,750	\$22,360	\$0
Total	\$1,925,950	\$2,068,294	\$50,920
Phase 5			
12" Water	\$64,500	\$111,370	\$0
24" Water	\$664,350	\$643,647	\$20,703
12" Butterfly Valve	\$6,500	\$7,532	\$0
24" Butterfly Valve	\$21,750	\$22,360	\$0
Total	\$757,100	\$784,909	\$20,703
Subtotal Phases 1 - 5 Eligible Facilities	\$7,461,922	\$7,651,711	\$145,022
Contingency (15%)	\$1,119,288	\$1,147,757	\$21,753
Engineering (20%)	\$1,492,384	\$1,530,342	\$29,004
Total Phases 1 - 5 Eligible Facilities	\$10,073,595	\$10,329,809	\$195,779

NOTE: Phases A - E are located in the Cal-AM service area. For Financing Plan Purposes, costs are estimated largely on Zone 40 costs and reimbursement schedules until additional detail regarding Cal-AM costs and reimbursement schedules are available.

Table 6-2
Rio Del Oro Specific Plan Financing Plan
Rio del Oro Water System Costs and Credits/Reimbursements

Water

Water	Construction Cost	Estimated Credits/Reimb./ Fee Funding	Rio Del Oro SFD Funding [1]
Phase A			
12" Water	\$576,000	\$994,560	\$0
16" Water	\$255,960	\$736,280	\$0
24" Water	\$516,000	\$499,920	\$16,080
12" Butterfly Valve	\$32,500	\$37,660	\$0
24" Butterfly Valve	\$10,875	\$11,180	\$0
Water Tank 1.5 MG	\$1,153,593	\$1,153,593	\$0
Booster Pump Station	\$1,076,654	\$1,076,654	\$0
Total	\$3,621,582	\$4,509,847	\$16,080
Phase B			
12" Water	\$642,000	\$1,108,520	\$0
24" Water	\$756,800	\$733,216	\$23,584
12" Butterfly Valve	\$9,750	\$11,298	\$0
24" Butterfly Valve	\$10,875	\$11,180	\$0
Total	\$1,419,400	\$1,864,200	\$23,600
Phase C			
12" Water	\$442,500	\$764,050	\$0
24" Water	\$1,302,900	\$1,262,298	\$40,602
12" Butterfly Valve	\$13,000	\$15,064	\$0
24" Butterfly Valve	\$32,625	\$33,540	\$0
Booster Pump Station	\$1,076,654	\$1,076,654	\$0
Total	\$2,867,679	\$3,151,606	\$40,602
Phase D			
12" Water	\$264,000	\$455,840	\$0
24" Water	\$1,151,325	\$1,115,447	\$35,879
12" Butterfly Valve	\$3,250	\$3,766	\$0
24" Butterfly Valve	\$0	\$0	\$0
Water Tank 2.0 MG	\$1,538,124	\$1,538,124	\$0
Booster Pump Station	\$1,076,654	\$1,076,654	\$0
Total	\$4,033,353	\$4,189,831	\$35,879
Phase E			
12" Water	\$108,900	\$188,034	\$0
16" Water (developed)	\$0	\$0	\$0
24" Water	\$438,600	\$424,932	\$13,668
24" Water (developed)	\$0	\$0	\$0
12" Butterfly Valve	\$6,500	\$7,532	\$0
16" Butterfly Valve	\$0	\$0	\$0
24" Butterfly Valve	\$32,625	\$33,540	\$0
Total	\$586,625	\$654,038	\$13,668
Subtotal Phases A - E Eligible Facilities	\$12,528,664	\$14,369,536	\$129,813
Contingency (15%)	\$1,879,300	\$2,155,430	\$19,472
Engineering (20%)	\$2,505,733	\$2,873,907	\$25,963
Total Phases A - E Eligible Facilities	\$16,913,696	\$19,398,873	\$175,247

Table 6-2
Rio Del Oro Specific Plan Financing Plan
Rio del Oro Water System Costs and Credits/Reimbursements

Water

Water	Construction Cost	Estimated Credits/Reimb./ Fee Funding	Rio Del Oro SFD Funding [1]
Subtotal Total Eligible Facilities (Rounded)	\$19,990,586	\$22,021,246	\$274,834
Contingency (15%)	\$2,998,588	\$3,303,187	(\$304,599)
Engineering (20%)	\$3,998,117	\$4,404,249	(\$406,132)
Total Eligible Facilities (Rounded)	\$26,987,291	\$29,728,681	\$371,026

"water_fund"

Source: Wood Rodgers (April 2016).

[1] If the estimated credit/reimbursement is greater than the cost, there is no cost for RDO SFD funding, but the potential reimbursement amount is not shown. There is a potential reimbursement of approximately \$3.1 million for facilities that cost less than the reimbursable amount.

Water: Zone 40 Fees

Based on current Zone 40 fees,¹⁰ buildout RDOSP development will generate approximately \$188.0 million in Zone 40 fee revenue (**Table F-3 in Appendix F**). Note that in the absence of more refined information for the Cal-AM service area; this estimate assumes Zone 40 fees would apply to the entire Project.

The portion of the Project located in the Cal-Am service area will pay for SCWA master plan infrastructure costs to deliver water to the project. Cal-Am has not identified a service fee for the Security Park service area to fund SCWA master plan costs. For the Security Park service area, there would also be a Cal-Am fee associated with onsite transmission, storage and distribution within the Cal-Am service area. Therefore this Financing Plan uses the SCWA fee as a placeholder until the Cal-Am contribution to SCWA Master Plan costs and the onsite fee are identified.

As shown on **Table F-3 in Appendix F**, total Zone 40 fee revenue generated by Phases 1 through 5, the portion of the Project located in Zone 40, is approximately \$80.6 million.

Because the amount of fee revenue generated in the Cal-Am portion of the Project is unknown at this time, as described above, EPS used the Zone 40 fee rates as a proxy to estimate fee revenues generated by Phase A-E that would be available to fund water infrastructure. As shown on **Table F-3 in Appendix F**, Phases A through E generate approximately \$107.4 million when Zone 40 fee rates are applied. It is assumed that this amount is a reasonable proxy for Cal Am payments to SCWA for master plan infrastructure as well as onsite transmission, storage, and distribution in the Cal Am service area.

As shown on **Table 6-2**, the estimated costs of water production treatment, storage, and transmission facilities in the RDOSP total approximately \$27.0 million. Using Zone 40 Fee Ordinance reimbursement schedule prices, approximately \$29.7 million of the \$27.0 million in estimated costs will be eligible for fee credit or reimbursement, which is higher than the estimated cost. The Financing Plan does not reflect the reimbursable amount greater than the cost for the water RDOSP Special Financing District funding obligation. Note that the estimated credits or reimbursements are based on the Zone 40 fee ordinance and the portion of the Project located in the Cal-Am service area will need to be in the Zone 40 benefit zone or Cal-Am will need to enter into a wholesale water agreement with SCWA Zone 40. The approximately \$0.4 million in non-reimbursable costs will be privately financed or may be reimbursed through the Special Financing District. Fee revenues generated in excess of reimbursable costs, approximately \$161.1 million, will accrue to Zone 40 for areawide water improvements.

¹⁰ SCWA Zone 40 single family water fees will be paid in two increments, fifteen percent before approval of an improvement plan and the remaining balance prior to the issuance of a building permit or connection to a water distribution system supplied by wholesale water from SCWA. Multifamily, open space, park, and public school water fees are paid before the approval of an improvement plan. Commercial water fees will be paid in two increments, a per-acre fee at the time improvement plans are submitted to and approved by the City, and per dwelling unit equivalent (DUE) at the building permit stage.

In some cases, developers, individually or as a group, may need to advance fund water facilities and then be credited or reimbursed through Zone 40 water fees. For reimbursement, the developer will enter into an agreement with Zone 40 that provides for repayment in accordance with SCWA policy and provisions.¹¹

The SCWA usually reimburses conveyance facilities, such as water transmission main pipes, or provides credits towards the development fee. Credits for transmission mains will be computed based on the SCWA unit cost schedule, including an allowance for engineering costs. Larger facilities such as wells and treatment facilities are typically funded directly by SCWA. In the event that that a developer does install these facilities, SCWA will provide credits based on the actual cost of construction as determined under a construction contract awarded by a competitive bid process.

Any credits for major water infrastructure facilities will be uniformly apportioned among the parcels for which the facilities were approved. For each parcel, SCWA will allow a maximum credit of 50 percent of the total Zone 40 fee due. To the extent that eligible developer constructed improvement costs exceed allowable credits, SCWA will provide reimbursements from future Zone 40 fee revenue, in accordance with SCWA policy and execution of a reimbursement agreement.

The developers will be responsible for constructing distribution lines in their projects, the costs of which are not included in this Financing Plan because they are typical in-tract development costs.

Storm Drainage

The Project is located in the Morrison Creek drainage watershed. The Morrison Creek stream group in the vicinity of the Project has not previously received detailed study for flood insurance purposes. The California Department of Water Resources (DWR), under the Awareness Flood Mapping program, recently prepared area floodplain maps, which approximate possible flood conditions because they lack a detailed study of stream topography.

There are three watersheds upstream from the Project that also contribute runoff. These three watersheds primarily convey runoff overland, with the exception of water from the northwest watershed, which is conveyed through pipe culverts that lie beneath White Rock Road.

All watersheds consist of gently rolling terrain that generally drain toward the southwest. All but one of the watersheds contain extensive tailings disposal mounds from historic mining activities.

On-Site Storm Drainage Improvements

The on-site drainage system will include trunk storm drains, drainage parkways, detention basins, and local collection and conveyance infrastructure improvements. In general, the site grading plan proposes roadway grades and land contours that facilitate effective drainage throughout the Project. A network of storm drains will convey runoff either to drainage parkways or directly to one of the proposed detention basins. **Map C-1 in Appendix C** shows the proposed on-site storm drainage improvements for the Project.

¹¹ See Title 4 of the SCWA Code for more detail regarding SCWA policies relative to the use of credits and reimbursements.

There are seven drainage channels proposed for construction in the RDOSP, varying in length from 1,500 feet to 15,000 feet. The channels will be constructed in the drainage parkways. The widths of the parkways vary from 200 feet to 375 feet, depending on the conveyance requirements. Grading and realignment is required in the eastern open space tract to contain seasonal flows to an active channel and define the 100-year floodplain in the Project.

As Morrison Creek approaches the western boundary of the Project, a 25-acre detention basin will be constructed in the southwest corner of the Project. During smaller events, runoff will be conveyed in the channel banks, and during larger events, runoff will use the detention basin. In addition, two smaller detention basins will be constructed: one in the central portion of the Project (6 acres) and one in the northwest portion of the Project (8 acres). All three detention basins will be depressed below the gravity outfall elevation and will require pump stations to drain each basin. The three storm water detention/water quality facilities and online Best Management Practices (BMP) facilities will be constructed in the drainage parkways. All runoff from the Project will flow through a water quality facility before discharge from the Project.

The proposed Project also includes a 510-acre wetland preserve that would contain vernal pools and seasonal wetland habitats. The wetland preserve would be located in the southern portion of the Project site and would be established as required by the wetland permit. The wetland preserve would be expanded and further improved in later phases of development.

Storm Drainage Cost Estimates

Wood Rodgers, Inc., provided on-site backbone storm drainage infrastructure improvement cost estimates, which total approximately \$47.1 million at buildout of the RDOSP, as shown in **Table 6-3**. **Appendix C** shows the detailed cost estimates and estimated credits/reimbursements for storm drainage improvements provided by Wood Rodgers, Inc.

Storm Drainage: Zone 11A Fees

Based on current Zone 11A fees, buildout RDOSP development will generate approximately \$41.5 million in Zone 11A drainage fee revenue (**Table F-5** in **Appendix F**). As shown on **Table 6-3**, the estimated RDOSP costs of Zone 11A storm drainage facilities total \$47.1 million. Using Zone 11A Fee Ordinance reimbursement schedule prices, approximately \$29.8 million of the \$47.1 million in estimated costs will be eligible for fee credit or reimbursement. The approximately \$17.2 million in non-reimbursable costs will be privately financed or may be reimbursed through Mello-Roos CFD or other land-secured financing mechanism.

Zone 11A of the SCWA funds or reimburses trunk drainage pipes, manholes, wetland mitigation, channel construction, detention ponds, and water quality facilities. Typically, the County approves the design of the basins and reimburses the developer for the eligible construction costs through the collection of Zone 11A impact fees.

Up-front funding for drainage improvements in each shed will be the responsibility of the developers in that shed, with the developer or developers receiving credits or reimbursements from the SCWA Zone 11A fees. Drainage facility construction or finance requirements for each development project will be determined by conditions of approval for each project.

Table 6-3
Rio Del Oro Specific Plan Financing Plan
Rio del Oro Drainage System Costs and Credits/Reimbursements

Drainage

Drainage	Construction Cost	Estimated Credits/Reimb. Zone 11A Fee Funding	Rio Del Oro SFD Funding
<u>Eligible Facilities</u>			
Phase 1			
30" Storm Drain	\$58,590	\$38,745	\$19,845
42" Storm Drain	\$178,500	\$105,019	\$73,481
48" Storm Drain	\$126,900	\$83,543	\$43,358
54" Storm Drain	\$159,600	\$95,646	\$63,954
72" Storm Drain	\$477,000	\$328,955	\$148,045
Manhole	\$140,000	\$76,325	\$63,675
Detention Basin	\$1,040,000	\$1,040,000	\$0
Total	\$2,180,590	\$1,768,233	\$412,357
Phase 2			
42" Storm Drain	\$495,250	\$291,377	\$203,873
48" Storm Drain	\$292,500	\$192,563	\$99,938
60" Storm Drain	\$477,600	\$279,098	\$198,503
Manhole	\$170,000	\$92,681	\$77,319
Channel Improvements	\$877,500	\$877,500	\$0
Detention Basin	\$3,250,000	\$3,250,000	\$0
Total	\$5,562,850	\$4,983,217	\$579,633
Phase 3			
30" Storm Drain	\$170,655	\$112,853	\$57,803
36" Storm Drain	\$116,250	\$69,955	\$46,295
54" Storm Drain	\$510,300	\$305,816	\$204,485
60" Storm Drain	\$626,400	\$366,053	\$260,348
72" Storm Drain	\$379,500	\$261,716	\$117,784
Manhole	\$170,000	\$92,681	\$77,319
Channel Improvements	\$1,202,500	\$1,202,500	\$0
Total	\$3,175,605	\$2,411,572	\$764,033
Phase 4			
36" Storm Drain	\$133,125	\$80,109	\$53,016
42" Storm Drain	\$316,750	\$186,358	\$130,392
54" Storm Drain	\$288,750	\$173,044	\$115,706
Manhole	\$130,000	\$70,873	\$59,127
Detention Basin	\$780,000	\$780,000	\$0
Channel Improvements	\$1,625,000	\$1,625,000	\$0
Total	\$3,273,625	\$2,915,384	\$358,241
Phase 5			
42" Storm Drain	\$701,750	\$412,870	\$288,880
48" Storm Drain	\$183,600	\$120,870	\$62,730
Manhole	\$160,000	\$87,229	\$72,771
Channel Improvements	\$437,500	\$437,500	\$0
Total	\$1,482,850	\$1,058,468	\$424,382
Phase A			
30" Storm Drain	\$115,320	\$76,260	\$39,060
36" Storm Drain	\$158,750	\$95,529	\$63,221
42" Storm Drain	\$260,750	\$153,410	\$107,340
60" Storm Drain	\$973,200	\$568,714	\$404,486
66" Storm Drain	\$394,400	\$243,073	\$151,327
Manhole	\$290,000	\$158,102	\$131,898
Channel Improvements	\$771,250	\$771,250	\$0
Total	\$2,963,670	\$2,066,339	\$897,331

Table 6-3
Rio Del Oro Specific Plan Financing Plan
Rio del Oro Drainage System Costs and Credits/Reimbursements

Drainage

Drainage	Construction Cost	Estimated Credits/Reimb. Zone 11A Fee Funding	Rio Del Oro SFD Funding
Phase B			
18" Storm Drain	\$54,020	\$30,555	\$23,465
36" Storm Drain	\$86,250	\$51,902	\$34,348
42" Storm Drain	\$195,125	\$114,800	\$80,325
48" Storm Drain	\$128,700	\$84,728	\$43,973
54" Storm Drain	\$333,900	\$200,102	\$133,799
60" Storm Drain	\$312,000	\$182,325	\$129,675
Manhole	\$200,000	\$109,036	\$90,964
Channel Improvements	\$2,143,750	\$2,143,750	\$0
Total	\$3,453,745	\$2,917,197	\$536,548
Phase C			
42" Storm Drain	\$180,250	\$106,049	\$74,201
48" Storm Drain	\$657,000	\$432,525	\$224,475
66" Storm Drain	\$433,550	\$267,201	\$166,349
Manhole	\$180,000	\$98,132	\$81,868
Channel Improvements	\$1,147,500	\$1,147,500	\$0
Total	\$2,598,300	\$2,051,408	\$546,892
Phase D			
42" Storm Drain	\$342,125	\$201,287	\$140,838
54" Storm Drain	\$410,550	\$246,037	\$164,513
72" Storm Drain	\$336,000	\$231,717	\$104,283
Manhole	\$160,000	\$87,229	\$72,771
Total	\$1,248,675	\$766,269	\$482,406
Phase E			
54" Storm Drain	\$750,750	\$449,914	\$300,836
60" Storm Drain	\$309,600	\$180,923	\$128,678
66" Storm Drain	\$691,650	\$426,271	\$265,379
Manhole	\$200,000	\$109,036	\$90,964
Total	\$1,952,000	\$1,166,143	\$785,857
Total Eligible Facilities	\$27,891,910	\$22,104,230	\$5,787,680
<u>Ineligible Facilities</u>			
Pump Stations			
Phase 1 Pump Station	\$2,400,000	\$0	\$2,400,000
Phase 2 Pump Station	\$3,960,000	\$0	\$3,960,000
Phase 4 Pump Station	\$600,000	\$0	\$600,000
Total	\$6,960,000	\$0	\$6,960,000
Total Ineligible Facilities	\$6,960,000	\$0	\$6,960,000
Subtotal Drainage Facilities (Rounded)	\$34,851,910	\$22,104,230	\$12,747,680
Contingency (15%)	\$5,227,787	\$3,315,635	\$1,912,152
Engineering (20%)	\$6,970,382	\$4,420,846	\$2,549,536
Total Drainage	\$47,050,079	\$29,840,710	\$17,209,368

"drain_fund"

Source: Wood Rodgers (April 2016).

The fee credits for drainage improvements may be used to offset drainage fees collected by Zone 11A from the first units constructed by the developer until the fee credits are expended. If the cost of the facility exceeds the potential credits for a developer, the County will enter into a reimbursement agreement with the developer. Zone 11A reimbursements typically are funded within 5 years after constructing the improvements. However, reimbursements may take longer than 5 years, depending on the availability of Zone 11A fee revenues.

The reimbursement program for RDOSP follows the typical Zone 11A program. The phasing of drainage improvements in RDOSP also follows the Zone 11A program guidelines. Although the phasing is typical, there may be cases when infrastructure costs and construction assigned to a particular subdivision may be infeasible for that subdivision. Then, it would be necessary for a combination of developers wishing to move forward with development to work together to fund construction of specific phases of infrastructure. This may require developer advances or the use of land secured financing.

The City plans to transition out of the County Zone 11A fee district and form its own storm drainage impact fee. The Project will pay the County Zone 11A drainage fee until the City has implemented its own storm drainage impact fee.

Sewer

The Project must be served by a public sanitary sewer system, in accordance with the City General Plan. The RDOSP, which is located in the Regional San and SASD sphere of influence, would be served by these sewer districts, assuming annexation to the districts. Regional San is responsible for the interceptor collection and conveyance (sanitary sewers designed to carry flows in excess of 10 MG per day [mgd]) and treatment of wastewater. SASD is responsible for the local collection facilities, including trunk sewer with a capacity of 1 mgd to 10 mgd. The proposed permanent on-site and initial off-site sewer improvements have been designed to conform to City General Plan and both sewer districts' standards.

Sewer Collection Improvements

This section describes on-site, off-site, permanent, and initial sewer collection improvements as described in the EIR/EIS.

The Regional San Interceptor Sequencing Study (ISS), prepared in 2013 to determine long-term needs to provide sanitary service to the growing Sacramento Region, shows the RDOSP entirely within the Aerojet shed of the eastern portion of the Regional San service area. The Aerojet shed is planned to be served by the White Rock and Aerojet Interceptors, both of which flow into the Bradshaw Interceptor. According to the ISS, 2020 is the planned year for the White Rock Interceptor and 2030 for the Aerojet Interceptor. Timing of interceptor construction is dependent upon the generation of flow within the shed and the above timing will vary based on the pace of development. Development for the RDOSP is slated to begin before the construction of these interceptors begins; therefore, interim facilities will be required. Thus, as identified in the Conceptual Sewer Study for Rio Del Oro, prepared by Wood Rodgers, Inc., in January 2015, the following initial on-site and off-site backbone sewer facilities are proposed to be constructed to serve development in the RDOSP. **Map D-1** and **Map D-2** in **Appendix D** provide an overview of conceptual on-site and off-site backbone sewer improvements at buildout of the Project:

- A lift station and force main to connect to the Bradshaw Interceptor where it intersects Zinfandel Drive. The lift station would be located in the southwest corner of the RDOSP and would be expected to service up to 10 mgd of peak wet weather flow. The force main would travel south along Sunrise Boulevard, west of Douglas Road, across the Folsom South Canal, then north along the Zinfandel Drive alignment to a connection with the Bradshaw Interceptor.
- A lift station at the northwest portion of the Project site, which will serve the northern trunk sewer line. The lift station will be sized to serve all of Shed A.
- An interim 21-inch gravity pipe in Rio Del Oro Parkway, which would be constructed before construction of an interceptor.
- Initial gravity facilities along the western Project boundary parallel to the future Aerojet Interceptor, Section 2.

Development in new areas often precedes construction of permanent facilities due to Regional San's preference to have sufficient flows in the system before bringing the system online, as well as for budgetary reasons. To the extent that development of RDOSP occurs prior to extension of ultimate facilities to the southwest corner, interim offsite facilities will be required. Similarly, interim on-site facilities will be needed during initial development. These facilities would consist of gravity and/or force mains to convey flows to the nearest acceptable point of connection.

Sewer Cost Estimates

Wood Rodgers, Inc., provided on-site and off-site backbone sewer improvement cost estimates, which total approximately \$40.8 million at buildout of the RDOSP, as shown in **Table 6-4**.

Appendix D shows the original detailed cost estimates and estimated credits/reimbursements for sewer improvements provided by Wood Rodgers, Inc.

Sewer: Regional San and SASD Fees

Regional San and SASD will provide regional sewer conveyance and local sewer collection, respectively, to the RDOSP. SASD fee revenue generated by RDOSP development will fund a portion of the on- and off-site sewer improvements (\$37.8 million).

Table F-6 in **Appendix F** provides a summary of total SASD fee revenues at buildout.

Table F-7 in **Appendix F** provides a summary of total Regional San fee revenues from at buildout. Sewer facility construction or finance requirements for each development project, including sewer trunk and interceptor sewers, as well as sewer lateral lines, will be determined by conditions of approval for each project. Developers initially may fund the construction of initial and trunk sewer facilities. SASD typically reimburses developers for construction of trunk facilities. Regional San typically funds and constructs interceptor facilities.

If the developers construct any interceptor facilities, reimbursement would be consistent with current Regional San ordinances.

Table 6-4
Rio Del Oro Specific Plan Financing Plan
Rio del Oro Sewer System Costs and Credits/Reimbursements

Sewer

Sewer	Construction Cost	Estimated Credits/Reimb. SASD Fee Funding	Rio Del Oro SFD Funding
<u>Eligible Facilities</u>			
Phase 1			
12" Trunk Sewer	\$439,500	\$439,500	\$0
Manhole	\$75,000	\$75,000	\$0
Sewer Lift Station (S-70)	\$350,000	\$350,000	\$0
Total	\$864,500	\$864,500	\$0
Phase 2			
12" Trunk Sewer	\$86,500	\$86,500	\$0
30" Trunk Sewer	\$487,890	\$487,890	\$0
36" Trunk Sewer	\$513,080	\$513,080	\$0
Manhole	\$150,000	\$150,000	\$0
Sewer Lift Station (S-70)	\$350,000	\$350,000	\$0
Total	\$1,587,470	\$1,587,470	\$0
Phase 3			
12" Trunk Sewer	\$251,500	\$251,500	\$0
15" Trunk Sewer	\$310,500	\$310,500	\$0
Manhole	\$125,000	\$125,000	\$0
Total	\$687,000	\$687,000	\$0
Phase 4			
30" Trunk Sewer	\$1,097,460	\$1,097,460	\$0
Manhole	\$100,000	\$100,000	\$0
Total	\$1,197,460	\$1,197,460	\$0
Phase 5			
36" Trunk Sewer	\$1,069,340	\$1,069,340	\$0
Manhole	\$112,500	\$112,500	\$0
Total	\$1,181,840	\$1,181,840	\$0
Phase A			
27" Trunk Sewer	\$747,930	\$747,930	\$0
30" Trunk Sewer	\$531,180	\$531,180	\$0
Manhole	\$150,000	\$150,000	\$0
Total	\$1,429,110	\$1,429,110	\$0
Phase B			
27" Trunk Sewer	\$2,049,050	\$2,049,050	\$0
Manhole	\$250,000	\$250,000	\$0
Total	\$2,299,050	\$2,299,050	\$0
Phase C			
30" Trunk Sewer	\$269,100	\$269,100	\$0
33" Trunk Sewer	\$969,680	\$969,680	\$0
Manhole	\$275,000	\$275,000	\$0
Total	\$1,513,780	\$1,513,780	\$0

Table 6-4
Rio Del Oro Specific Plan Financing Plan
Rio del Oro Sewer System Costs and Credits/Reimbursements

Sewer

Sewer	Construction Cost	Estimated Credits/Reimb. SASD Fee Funding	Rio Del Oro SFD Funding
Phase D			
12" Trunk Sewer	\$142,000	\$142,000	\$0
21" Trunk Sewer	\$276,750	\$276,750	\$0
24" Trunk Sewer	\$643,500	\$643,500	\$0
Manhole	\$125,000	\$125,000	\$0
Total	\$1,187,250	\$1,187,250	\$0
Phase E			
No Trunk Sewers Required	\$0	\$0	\$0
Phase 2 (Interim)			
Lift Station	\$4,950,000	\$4,950,000	\$0
12" Force Main	\$2,850,000	\$2,850,000	\$0
Total	\$7,800,000	\$7,800,000	\$0
Phase 3 (Interim)			
12" Trunk Sewer	\$60,000	\$60,000	\$0
18" Trunk Sewer	\$306,680	\$306,680	\$0
Manhole	\$62,500	\$62,500	\$0
Total	\$429,180	\$429,180	\$0
Phase A (Interim)			
21" Trunk Sewer	\$877,500	\$877,500	\$0
Manhole	\$100,000	\$100,000	\$0
Total	\$977,500	\$977,500	\$0
Phase C (Interim)			
Lift Station	\$3,280,000	\$3,280,000	\$0
12" Force Main	\$1,900,000	\$1,900,000	\$0
18" Force Main	\$3,900,000	\$3,900,000	\$0
Total	\$9,080,000	\$9,080,000	\$0
Subtotal Eligible Sewer Facilities (Rounded)	\$30,234,140	\$30,234,140	\$0
Contingency (15%)	\$4,535,121	\$4,535,121	\$0
Engineering (20%)	\$6,046,828	\$6,046,828	\$0
Total Sewer [1]	\$40,816,089	\$40,816,089	\$0

"sewer_fund"

Source: Wood Rodgers (April 2016).

[1] All sewer facilities are eligible for reimbursement.

SASD reimburses for the construction of local sewer collection facilities (trunk sewers with capacity from 1.0 mgd to 10.0 mgd). Typically, developers advance-construct local sewer collection facilities and then apply for fee credits or reimbursements through the SASD fee program. The SASD credits or reimbursements owed for sewer slightly exceed the fee revenue generated by RDOSP; the RDOSP developers therefore will have to wait until other projects generate fee revenue to be reimbursed for this amount. Full reimbursement for trunk facility costs may take several years and Developers will be required to absorb the carry costs on outstanding reimbursements.

Regional San funds construction of the regional sewer facilities through collection of regional sewage facility impact fees. Regional San will construct regional sewer interceptor facilities once tributary development generates sufficient wastewater flows to warrant construction without causing undue maintenance and operations costs. When sufficient peak dry weather flows exist to produce self-cleansing velocities of the proposed regional facility, Regional San will initiate design and construction of the interceptor facility.

Regional San's Regional Connection Fee Ordinance provides for reimbursement of the design and construction of regional facilities when required by Regional San as a condition of approval for development. As sufficient flow velocity usually requires significant development, Regional San directly initiates design and construction of regional facilities and does not generally need to enter into reimbursement agreements with the development project proponents. Therefore, funding of the major regional facilities by means other than the collection of facilities impact fees generally is not required of new development.

Other Agency Public Facilities

Other Agency Public Facilities to be built in the RDOSP include:

- Schools.
- Fire station and equipment.
- Library.
- Transit.

Please note that estimated costs for Public Facilities may not include the costs associated with processing building permits or improvement plans. The cost estimates also may be updated as part of any pertinent Master Plan documents, or applicable nexus studies, which would occur before any building permits are issued.

Schools

School services in the RDOSP are provided by the FCUSD. Funding for school capital facilities comes from school mitigation fees paid at issuance of a building permit, the State School Facilities Program, and other local sources. The RDOSP generates the need for six elementary schools, two middle schools, and one high school. This Financing Plan estimated RDOSP school facility costs are equal to the amount of school fees generated by the Project. **Map 1-2 in Chapter 1** shows the proposed location of each school.

Schools: FCUSD Fees

The RDOSP is located within the boundaries of the FCUSD; therefore, the RDOSP will participate in the FCUSD existing school development impact fee program to pay for its share of school facility construction costs.

Proposition 1A and Senate Bill (SB) 50 now govern school financing statewide. Proposition 1A and SB 50 restrict cities and counties from placing school mitigation conditions on development approvals. As a result, the FCUSD has adopted the SB 50 Level II fee. At this time, SB 50 does not have any State money left to fund schools, and there are no bond measures being proposed to add additional State funding for schools. With no State funding available, FCUSD could justify a SB 50 Level III fee, which is double the SB 50 Level II fee, but it is unclear at this time if FCUSD will increase their fees to Level III fees.

The school fee revenue is based on the SB 50 Level II fee of \$5.27 per square foot for residential development, based on FCUSD's most recent School Facilities Needs Analysis (SFNA). The school fee revenue is also based on \$0.54 per square foot for nonresidential development.

Based on fee revenue estimates presented in **Table F-8** in **Appendix F**, buildout of the Project is estimated to generate approximately \$145.8 million in FCUSD Level II development impact fee revenues at buildout.

Schools: FCUSD SFID and State Funding

RDOSP is located in FCUSD SFID 1 and SFID 3. In November 1997, the FCUSD passed Measure V, a \$10.4 million school facilities General Obligation (GO) bond (SFID 1) for schools located in the City. The GO bond provides funding to renovate, rehabilitate, and modernize classrooms and school facilities. In March 2002, FCUSD also passed Measure B, a \$49 million school facilities GO bond (SFID 1), which provides funding for the modernization of existing sites, construction of a new elementary school, replacement of aged portables, installation of technology infrastructure at all school sites in the City, and site acquisition for a second high school in the City. All the bonds have been issued for SFID 1.

Voters also approved SFID 3, a \$750 million GO Bond, in March 2007. SFID 3 funds school facilities in new development areas south of Highway 50 from Sunrise Boulevard east to the El Dorado County line, including the RDOSP, through GO bond financing. The GO bonds provide funding for the construction of five elementary schools, one middle school, one high school, and one continuation school. Only \$44 million of the total \$750 million of the bonds have been issued as of September 2014.

As stated previously, school improvements will be funded through a combination of fees, State grant programs (to the extent that they are available), and assessments.

Fire Protection

The RDOSP is within the boundaries of the SMFD. The SMFD provides fire protection services, fire suppression, inspection, plan check, emergency transportation, and medical and rescue services to the unincorporated portions of the County and to the City. It is the largest fire district in the County and operates 35 fire suppression stations, 4 of which serve the City.

Currently, Fire Station 66, located at 3180 Kilgore Road and west of the Project, provides fire protection services to the Project. During initial development, this station would provide first-response service to the Project.

The SMFD identified the need for one 2.5-acre fire station site to be located in the Project Area. The need for one facility is based on current SMFD staffing standards of 1 fire fighter per 1,000 residents, which equates to 32 firefighters needed for the RDOSP. This analysis is based on the assumption that the cost of constructing fire protection facilities for the Project will match the SMFD fee revenues generated by the Project.

Fire Protection Cost Estimates

The RDOSP is responsible for paying the SMFD Fire Facilities Fee, which is intended to fund all fire facilities and equipment required by Project development. EPS preliminarily estimated fire fee revenue to total \$17.4 million at buildout. Preliminary cost estimates of fire facilities are based on SMFD development impact fee revenues generated by Project development.

Fire Protection: SMFD Fees

The RDOSP is located within the SMFD boundaries and will participate in the current SMFD fee program to pay for its share of fire protection facilities. Fire protection facility fee revenue is based on the SMFD fee of \$1,104 per unit for single-family residential development, \$861 per unit for multifamily residential development, \$0.58 per square foot for commercial/retail development, \$0.97 per square foot for office development, and \$0.52 per square foot for industrial development. Based on these fee rates, the Project will generate SMFD fee revenue of approximately \$17.4 million at buildout (**Table F-9 in Appendix F**).

Library

The Sacramento County Public Library (Library) administers library facilities serving the City. The Library operates a main branch, 27 branches, and mobiles that provide library services to the entire County, excluding the City of Folsom. The closest existing library facility to the Project is the Rancho Cordova Community Library, located at 9845 Folsom Boulevard, approximately 5 miles west of the Project. The Library will plan any additional on-site or off-site library facilities to serve the Project, which may potentially include a joint use library with the Rio Del Oro high school.

Library Cost Estimates

The City requires all new development to participate in the City CFF Program. Among other facilities, the CFF will fund library facilities to serve the Project. EPS preliminarily estimated library costs to total \$7.3 million at buildout. Preliminary cost estimates are based on the library's allocation of CFF development impact fee revenues generated by Project development (see **Table F-12 in Appendix F**).

Library Facilities: City CFF Fees

New development in the Project will participate in the City CFF program, which currently funds new development's share of library facilities. A library is a permitted use in the Project and may be constructed on site.

Transit

The Project is located in district 3C for the Sacramento Regional Transit fee. New development in the Project will pay the Sacramento Regional Transit fee, which is collected by the County and passed onto Regional Transit to fund transit improvements in the County. As shown on **Table F-2 in Appendix F**, the Project will generate approximately \$5.5 million in fee revenue for their share of transit improvements in the County, which may or may not be located in the RDOSP.

Environmental Mitigation

The Army Corps of Engineers (ACOE) and State and Federal Wildlife Agencies will require RDOSP developers to mitigate for wetland and habitat disturbance resulting from the construction of the proposed RDOSP uses and the associated backbone infrastructure required to serve those uses. RDOSP developers will meet these environmental mitigation requirements through a combination of onsite and offsite habitat and wetland preserves, habitat and wetland improvements and restoration, and the creation of new habitat and wetlands.

Much of the environmental mitigation requirement will be met through the provision of the onsite wetland preserve. Prior to the initiation of the first phase of RDOSP development, the ACOE will require that RDOSP developers create a 510 acre wetland preserve meeting ACOE requirements for the preservation, restoration and enhancement of waters of the United States.

RDOSP developers are also proposing to preserve and protect a 160 acre site known as the "Cook Property" to provide required mitigation for impacts to waters of the United States and Swainson's hawk foraging habitat. The site would augment existing conservations areas located proximate to the RDOSP.

RDOSP developers will designate an appropriate third party entity to manage and maintain the preserve areas. In order to assure the long term financial viability of the preserve areas, RDOSP developers will be required to fully fund an endowment that will provide for the long term maintenance and monitoring of preserve areas. The Tier 2 Development Agreement contemplates a wetland preserve maintenance CFD as a funding option as well. Current estimates indicate that an endowment of \$1.5 million will be required for the onsite wetland preserve and a \$500,000 endowment will be required to fund ongoing management of the Cook Property.

Environmental Mitigation Costs and Funding

This Financing Plan includes the costs to fund the endowments providing for ongoing maintenance of the onsite wetland preserve and the Cook property, totaling an estimated \$2.0 million as discussed above. This Financing Plan excludes all other environmental mitigation costs (e.g., costs of habitat restoration, capital improvements to create the preserve areas, etc.) for the RDOSP.

Environmental mitigation costs will be funded through the SFD. **Table G-6** identifies the allocation of these costs amongst RDOSP land uses.

7. INFRASTRUCTURE PHASING

Wood Rodgers prepared an Infrastructure Phasing Plan for the RDOSP, dated January 2016. This document, which is Appendix B of the Specific Plan document, is appended to this Financing Plan as **Appendix H** and sets forth the conceptual phasing strategy for the Specific Plan, identifying the backbone infrastructure and public facilities required to serve each phase of RDOSP development. This chapter offers a summary of the RDOSP infrastructure phasing plan, as well as an evaluation of the estimated backbone infrastructure and public facilities required to serve a hypothetical first phase of RDOSP development.

Infrastructure Phasing Plan

The RDOSP phasing plan identifies 10 discrete development areas, each of which can be developed independently of each other and in any order. Identified in **Map 7-1**, these development areas do not indicate the sequence of development or a prescriptive approach to phasing. Instead, they depict conceptual development phasing based on the logical placement of infrastructure, utilities, roads, and land uses that may or may not develop as planned. Factors such as market demand, available financing mechanisms, and other business decisions on the part of individual developers also may play a role in the way the plan area develops over time and may alter the boundaries and number of phasing areas.

The phasing plan tentatively identifies which backbone infrastructure facilities will be needed to serve each conceptual development phase on a stand-alone basis, without assuming any infrastructure provided by previous phases. That allows the City to identify necessary infrastructure regardless of the phasing order. In reality there is a great deal of overlap in the required infrastructure for many phases, and most phases will have some of their infrastructure requirements met by previous development in the RDOSP. Final development and infrastructure phasing will be determined at the time of small lot tentative subdivision map approval with the approval of a Tentative Map Phasing Plan that identifies each subsequent Final Map and details the required infrastructure.

Hypothetical Phase I Analysis

The infrastructure phasing plan is intended to identify the requisite backbone infrastructure and public facilities for each of the 10 development areas that would allow each area to proceed independently of the others and in any sequence. For purposes of evaluating the infrastructure and public facility cost burden associated with the first phase of RDOSP development, this chapter evaluates the cost impact associated with a hypothetical first phase of development. For these purposes, Phase I is identified as the northwestern corner of the Elliott portion of the Project. **Table 7-1** identifies the land uses associated with this hypothetical Phase I development area.

Table 7-1
Rio Del Oro Specific Plan Financing Plan
Phase 1 Land Use Summary

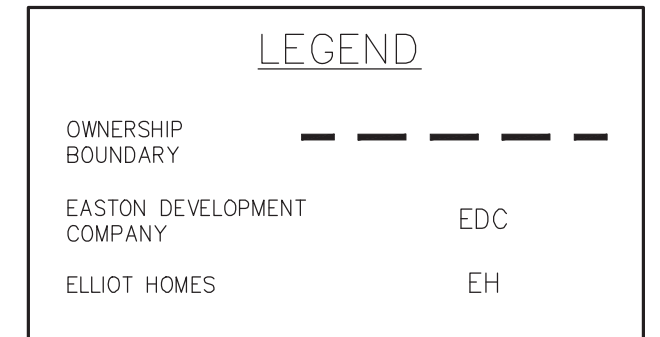
Land Use	Units per Acre/FAR	Phase 1		
		Acres	Dwelling Units	Bldg. Sq. Ft.
Residential Uses	<u>units/acre</u>			
Single-Family	5	99.5	482	-
Medium-Density	8	20.4	147	-
High-Density	26	12.0	312	-
Subtotal Residential Uses		131.9	941	
Nonresidential Uses	<u>FAR</u>			
Local Town Center	0.25	0.0	-	0
Regional Town Center	0.25	0.0	-	0
Village Commercial	0.25	0.0	-	0
Business Professional	0.30	0.0	-	0
Industrial Park	0.40	0.0	-	0
Subtotal Nonresidential Uses		0.0	0	0
Subtotal Developable Uses		131.9	941	0
Public Uses				
Public/Quasi Public		0.0	-	-
School Campus		0.0	-	-
Middle School		0.0	-	-
Elementary School		0.0	-	-
Community Park		0.0	-	-
Neighborhood Park		5.2	-	-
Storm Water Detention		0.0	-	-
Wetland Preserve		0.0	-	-
Drainage Parkway		0.0	-	-
Private Recreation		0.0	-	-
Open Space		0.0	-	-
Open Space/Preserve		0.0	-	-
Greenbelts		23.8	-	-
ROW		8.8	-	-
Subtotal Public Uses		37.8	0	0
Total		169.7	941	0

p1 lu

Source: Wood Rodgers, May 2015.

PHASING EXHIBIT

JANUARY, 2015



Wetlands



3301 C St, Bldg. 100-B **Tel 916.341.7760**
Sacramento, CA 95816 **Fax 916.341.7767**

Exhibit B-1
Rio Del Oro Specific Plan

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Phase 1 Improvement Costs

Phase 1 Improvement costs equal approximately \$49.2 million (2015 \$). **Table 7-2** shows the financing sources used to fund Phase I Improvements. As shown, approximately \$32.5 million will be funded by existing and proposed fee programs, \$11.5 million will be funded by the RDOSP Special Financing District, and \$5.2 million will be funded by private/other sources.

Phase 1 Sources and Uses of Revenues Compared

To evaluate the burden associated with potentially significant advanced infrastructure construction requirements, **Table 7-3** provides a comparison of fee revenue generated by Phase 1 development and the required construction of fee program-eligible facilities. Shortfalls in **Table 7-3** identify advance-funding requirements that exceed Phase 1's ability to take credits against fee program payments due. This analysis identifies the degree to which significant imbalances exist between phases, resulting in the need for Phase 1 development to install infrastructure facilities largely benefiting future phases of development.

In Phase 1, Phase 1 fee revenues for existing development impact fee programs (City, County, and Other Agency) fully fund or exceed the required Phase 1 improvement costs, excluding a shortfall for storm drainage. Any surpluses in existing City, County and Other Agency fee programs will fund planwide or regional improvements. The storm drainage shortfall will be funded via private developer capital.

Table 7-3 also provides a comparison of RDOSP Special Financing District Program revenues generated by component to the required Phase 1 Backbone Infrastructure and Public Facility construction requirement.

As shown on **Table 7-3**, a shortfall totaling \$7.5 million is projected for storm drainage, green infrastructure, trails, and environmental mitigation, which amounts to approximately \$8,010 per unit. The \$7.5 million shortfall will be advance-funded via private developer capital and will be reimbursed via the selected SFD financing mechanism(s).

Table 7-4 identifies the amount of TDIF revenue generated by Phase 1, \$13.3 million in total TDIF revenue, including \$7.6 million in set aside revenue. As shown on **Table 7-3**, the \$7.6 million in set aside revenue is sufficient to fund the Phase 1 core backbone infrastructure costs of \$2.7 million costs for White Rock Road. The remaining \$5.7 million in non-set aside TDIF revenue is sufficient to fund the Phase 1 backbone infrastructure roadways cost of \$1.5 million, shown on **Table 7-3**.

Table 7-2
Rio Del Oro Specific Plan Financing Plan
Preliminary Sources and Uses of Funds for Phase 1 (2015\$)

Phase 1

Improvement	Estimated Improvement Costs	Proposed Funding Sources							
		Existing City, County, Other Fee/Funding Programs					Rio Del Oro Special Financing District	Private/ Other	Total Funding
		Proposed TDIF Funding	City Fees		Other Agency Funding	Parks and Community Places Funding			
			Park Renovation Fee	Community Facilities Fee					
						[1]	[12]	[13]	
Backbone Infrastructure									
Roadways									
Backbone Roadways	\$4,201,100	\$4,201,100	\$0	\$0	\$0	\$0	\$0	\$0	\$4,201,100
Backbone Road Frontage	\$5,209,180	\$0	\$0	\$0	\$0	\$0	\$0	\$5,209,180	\$5,209,180
Collector Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Roadways	\$9,410,280	\$4,201,100	\$0	\$0	\$0	\$0	\$0	\$5,209,180	\$9,410,280
Water	\$439,898	\$0	\$0	\$0	\$427,058 [2]	\$0	\$12,839	\$0	\$439,898
Drainage	\$6,183,797	\$0	\$0	\$0	\$2,387,115 [3]	\$0	\$3,796,682	\$0	\$6,183,797
Sewer	\$1,167,075	\$0	\$0	\$0	\$1,167,075 [4]	\$0	\$0	\$0	\$1,167,075
Subtotal Backbone Infrastructure	\$17,201,049	\$4,201,100	\$0	\$0	\$3,981,248	\$0	\$3,809,521	\$5,209,180	\$17,201,049
Public Facilities									
Schools [7]	\$10,126,832	\$0	\$0	\$0	\$10,126,832 [5]	\$0	\$0	\$0	\$10,126,832
Fire Station [7]	\$963,048	\$0	\$0	\$0	\$963,048 [6]	\$0	\$0	\$0	\$963,048
Library [7]	\$545,110	\$0	\$0	\$545,110	\$0	\$0	\$0	\$0	\$545,110
Quimby Parks [7]	\$7,944,865	\$0	\$0	\$0	\$0	\$7,944,865	\$0	\$0	\$7,944,865
Community Places [7] [8]	\$1,110,829	\$0	\$0	\$0	\$0	\$1,110,829	\$0	\$0	\$1,110,829
Green Infrastructure	\$3,199,500	\$0	\$0	\$0	\$0	\$0	\$3,199,500	\$0	\$3,199,500
Trails	\$2,417,027	\$0	\$0	\$0	\$0	\$0	\$2,417,027	\$0	\$2,417,027
Park Renovations [7]	\$940,590	\$0	\$940,590	\$0	\$0	\$0	\$0	\$0	\$940,590
Other City Community Facilities [7] [9]	\$2,660,763	\$0	\$0	\$2,660,763	\$0	\$0	\$0	\$0	\$2,660,763
Subtotal Public Facilities	\$29,908,563	\$0	\$940,590	\$3,205,872	\$11,089,880	\$9,055,694	\$5,616,527	\$0	\$29,908,563
Total Backbone Infrastructure & Public Facilities	\$47,109,612	\$4,201,100	\$940,590	\$3,205,872	\$15,071,128	\$9,055,694	\$9,426,048	\$5,209,180	\$47,109,612
Environmental Mitigation Costs [10]	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Special Financing District Formation and Updates [11]	\$53,454	\$0	\$0	\$0	\$0	\$0	\$53,454	\$0	\$53,454
TOTAL IMPROVEMENTS	\$49,163,066	\$4,201,100	\$940,590	\$3,205,872	\$15,071,128	\$9,055,694	\$11,479,501	\$5,209,180	\$49,163,066

Source: Wood Rodgers; City of Rancho Cordova; EPS.

p1 su

[1] The sources of Other Agency Fee funding include:

[2] Sacramento County Zone 40.

[3] Sacramento County Zone 11A.

[4] SASD.

[5] Folsom Cordova USD.

[6] Sacramento Metro Fire Department.

[7] Assumes cost is equal to fee revenue generated by Rio Del Oro development.

[8] If the developer constructs any of the components of the Community Places fee, the developer would receive a fee credit against the Community Places fee.

[9] Facilities funded by CFF revenue include city hall, police facilities, community center, corporation yard, museum, parking structure, and administration (3.75%).

[10] Includes the estimated endowment costs for the wetland preserve and Cook property.

[11] Phase 1 special financing district formation and updates is calculated by multiplying the amount per unit at buildout to the Phase 1 units.

[12] Financing mechanism for remaining Rio Del Oro infrastructure costs has not been determined at this time. Special Financing District may be private developer capital, Mello-Roos Community Facilities District, Plan Area Fee Program, Benefit Assessment District, or other Infrastructure charge.

[13] Private/other funding may include private developer capital, Mello-Roos Community Facilities District, Benefit Assessment District, or other Infrastructure charge.

Table 7-3
Rio Del Oro Specific Plan Financing Plan
Phase I Oversizing and Advance Funding Analysis by Funding Source

Item	Financing Program	Rio Del Oro Specific Plan			Surplus/ (Shortfall) [1]	Funding Source For Shortfall
		Revenue by Component (Rounded)	Revenue Source Table	Reimbursable Cost - Phase I (Rounded)		
Existing and Proposed Fee Programs						
Roadways						
Set-Aside Portion	City Fee	\$7,626,600	Table 7-4	\$2,693,100	\$4,933,500	Developer Advance Funding
Non Set-Aside Portion	City Fee	\$5,657,331	Table 7-4	\$1,508,000	\$4,149,331	
Water	Zone 40	\$13,272,940	Table F-3	\$427,058	\$12,845,882	
Storm Drainage	Zone 11A	\$2,085,418	Table F-5	\$2,387,115	(\$301,697)	
Sewer	SASD	\$6,420,942	Table F-6 & Table F-7	\$1,167,075	\$5,253,867	
Schools	EGUSD	\$10,126,832	Table F-8	\$10,126,832	\$0	
Fire Station	SMFD	\$963,048	Table F-9	\$963,048	\$0	
Library	City Fee	\$545,110	Table F-12	\$545,110	\$0	
Other City Community Facilities	City Fee	\$2,660,763	Table F-13	\$2,660,763	\$0	
Community Places	City	\$1,110,829	Table F-15	\$1,110,829	\$0	
Park Renovations	City Fee	\$940,590	Table F-16	\$940,590	\$0	
Quimby Parks	CRPD	\$7,944,865	Table F-17	\$7,944,865	\$0	
Subtotal Existing and Proposed Fee Programs		\$59,355,267		\$32,474,384	\$26,880,883	

Table 7-3
Rio Del Oro Specific Plan Financing Plan
Phase I Oversizing and Advance Funding Analysis by Funding Source

Item	Financing Program	RDO Special Financing District		Phase 1 Eligible Cost (Rounded)	Surplus/ (Shortfall) [1]	Funding Source For Shortfall
		Revenue by Component (Rounded)	Assumption			
Rio Del Oro Special Financing District Revenue						
Infrastructure Improvements						
Water	Rio Del Oro SFD	\$23,507	[2]	\$12,839	\$10,668	
Storm Drainage	Rio Del Oro SFD	\$726,881	[2]	\$3,796,682	(\$3,069,801)	Developer Advance Funding
Sewer	Rio Del Oro SFD	\$0	[2]	\$0	\$0	
Subtotal Infrastructure Improvements		\$750,388		\$3,809,521	(\$3,059,133)	
Public Facility Improvements						
Green Infrastructure	Rio Del Oro SFD	\$2,266,964	[2]	\$3,199,500	(\$932,536)	Developer Advance Funding
Trails	Rio Del Oro SFD	\$1,076,904	[2]	\$2,417,027	(\$1,340,122)	Developer Advance Funding
Subtotal Public Facility Improvements		\$3,343,868		\$5,616,527	(\$2,272,658)	
Environmental Mitigation	Rio Del Oro SFD	\$106,908		\$2,000,000	(\$1,893,092)	Developer Advance Funding
Subtotal Rio Del Oro Special Financing District Revenue		\$4,201,164		\$11,426,048	(\$7,224,884)	
Special Fin. Dist. Formation and Updates	Rio Del Oro SFD	\$53,454	[2]	\$53,454	\$0	
Total Rio Del Oro Special Financing District Revenue		\$4,254,618		\$11,479,501	(\$7,224,884)	
Total Advance Funding Required					\$7,537,249	
Advance Funding per Acre					\$57,135	
Advance Funding per Unit					\$8,010	

p1 compare

Source: Wood Rodgers; various fee programs; EPS.

[1] Difference will be financed through a combination of developer advances, special financing district revenues, and other revenues. Revenues in excess of costs accrue to the agency's fee program for regional/planwide improvements.

[2] Assumes the Phase 1 fee amount per unit is the same as the buildout amount. The fee amount per unit is multiplied by the number of Phase 1 units.

EXHIBIT 3C
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PHASE 1

Table 7-4
Rio Del Oro Specific Plan Financing Plan
Phase 1 TDIF Funding Available for Set Aside and Roadway Improvements

Item	Residential Units			Total
	Single-Family	Medium Density	High Density	
Assumptions				
Number of Units	482	147	312	941
EDU Factor per Unit [1]	1.00	1.00	0.70	
Total EDUs	482	147	218	847
Revenue per Unit/Sq. Ft.				
TDIF Revenue per Unit/Sq. Ft.	\$15,676	\$15,676	\$10,973	
TDIF Set Aside per Unit/Sq. Ft. [2]	\$9,000	\$9,000	\$6,300	
TDIF Funding Remaining for Non-Core Roadway Improvements	\$6,676	\$6,676	\$4,673	
Total Revenue				
TDIF Revenue	\$7,555,919	\$2,304,398	\$3,423,613	\$13,283,931
TDIF Set Aside	\$4,338,000	\$1,323,000	\$1,965,600	\$7,626,600
TDIF Funding Remaining for Non-Core Roadway Improvements	\$3,217,919	\$981,398	\$1,458,013	\$5,657,331

p1 tdif avail

Source: City of Rancho Cordova; EPS.

[1] Allocation factors from the Rancho Cordova TDIF Program Nexus Study Update, December 2013.

[2] The TDIF set-aside amount will be adjusted annually using the same annual inflation rate as the TDIF.

EXHIBIT 3C

*Rio del Oro Specific Plan Public Facilities Financing Plan
Public Review Draft Report August 2016*

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8. FINANCING STRATEGY AND FUNDING SOURCES

This chapter outlines the Project's financing strategy and describes how a combination of private and public funding sources will be used to fund the Backbone Infrastructure and Public Facilities required to serve the RDOSP. The Financing strategy presented in this chapter is based on the policy context and Specific Plan Guiding Principles set forth in **Chapter 3**.

Financing Strategy Overview

The Master Developers of the RDOSP will be responsible for funding or constructing all Backbone Infrastructure and Public Facilities needed to serve the RDOSP. In many cases, particularly in the early stages of each development, the developer also will be required to construct or fund more than the proportionate share of improvements for facilities serving a given development phase. A credit or reimbursement mechanism will allow for repayment to the developer for advance-funding facilities included in fee programs, subject to the City, County, and Other Agency fee credit and reimbursement policies. Private financing will be used to fund subdivision infrastructure costs.

Backbone Infrastructure and Public Facilities required for development to proceed in the RDOSP will be funded through a combination of public and private financing, including private capital, existing and planned City, County and Other Agency fees, and a proposed RDOSP Special Financing District program. The recommended financing strategy comprises these key elements:

1. **Fund Improvements through Existing and Planned City, County, and Other Agency Fee Programs.** A majority of RDOSP Backbone Infrastructure and Public Facilities will be funded through existing and planned City, County, and Other Agency Fee programs. As discussed below, a portion of the Backbone Facility costs may be funded through the use of private financing, land-secured financing (e.g., Mello-Roos CFD), or a Project-specific (plan area) fee program.
2. **Fund Project-Specific Improvements Not Currently Funded in Existing Fee Programs through the RDOSP Special Financing District Program.** This Financing Plan proposes that certain Backbone Facilities be funded through a RDOSP Special Financing District program. The Special Financing District could comprise one or more of the following mechanisms: Mello-Roos CFD, plan area fee program,¹² assessment district, and/or private cost share agreement/infrastructure charge. The RDOSP Special Financing District program amount by land use category is calculated at the end of this chapter for the RDOSP, based on the proportionate allocation of costs to the various land use categories, for the following improvements:

¹² Any improvements funded through a plan area fee program would be determined during Project implementation and documented in a plan area fee program nexus study. If a property owner implements the plan area fee, a fee would be collected at final map.

- Storm Drainage
- Water
- Trails
- Green Infrastructure
- Environmental Mitigation

3. **Allow Master Developers to Choose Different Combinations of Special Financing District Funding Mechanisms.** Of the different Special Financing District options (Mello-Roos CFD, Plan Area Fee, etc.), the two Master Developers may choose different combinations of funding mechanisms to fund their respective Backbone Facilities.
4. **Provide for Land Secured Financing of Improvement Costs.** Backbone Infrastructure (particularly roads, but which also includes storm drainage, sewer, water, and dry utilities improvements) will be needed before fee revenues are collected. In general, development impact fees are collected at building permit, yet the Backbone Infrastructure must be installed before obtaining a building permit.

The Financing Plan recommends forming one or more land secured financing districts for the City to acquire facilities initially constructed by the developers who will advance fund and construct Backbone Infrastructure and Public Facilities. The use of one type of land secured financing, a Mello-Roos CFD, could be especially critical during the beginning phases of development to allow the acquisition of facilities from the developers before the collection of development impact fees and to reduce the amount of advance-funding required of the developer.

5. **Provide Private Financing as Needed.** Private capital will be a major source of funding for Backbone Infrastructure improvements because adequate fee program monies will not be available and because a Mello-Roos CFD, if chosen, would be limited in its bond issuance capacity at the outset of development. To the extent that revenues generated by fee programs, the proposed Special Financing District program, and other funding programs are insufficient to reimburse the developer(s) for required Backbone Infrastructure and Public Facilities, developer(s) will be required to cover the estimated shortfalls. The proposed Special Financing District and other existing and proposed funding programs will be used to reimburse the developer(s) who pays more than his/her proportionate share of the improvements.
6. **Use Grant Funding Where Available.** Of the estimated total school costs for the RDOSP, a significant portion is anticipated to be funded through grants from the State of California for school facilities (State School Facilities Program). Other grant-funding opportunities also may be pursued.

Sources of Funding

A variety of financing and funding mechanisms will be used to fund the Backbone Infrastructure and Public Facilities required to serve the RDOSP. The actual funding sources and financing mechanisms used will depend on the type of facility, when the facility is needed, and the phasing of facility construction. As previously noted, development impact fee programs will be the primary source of funding to construct these improvements.

Table 8-1 shows the proposed funding source for each Backbone Infrastructure and Public Facility at buildout of the Project. At buildout under the proposed funding strategy, approximately \$493.2 million will be funded with existing or future City, County, and Other Agency development impact fee programs, \$71.1 million will be funded through the proposed Special Financing District Program, and \$132.8 million will be privately funded. The proposed sources of funding and respective cost estimates are based on the most current information available. Actual public facility costs funded under each category may be revised as more detailed information regarding Project phasing and facility construction becomes available.

Development Impact Fee Programs

The RDOSP will develop in phases. An important component of the overall financing strategy is the ability to construct facilities according to the realized pace of development. By constructing facilities over time according to demand, development impact fee programs can accumulate necessary funds to pay for required improvements.

Development in the RDOSP will participate in several existing or proposed development impact fee programs:

- SCWA Zone 11A (Storm Drainage) or City Storm Drain Impact Fee.
- Regional San (Sewer, regional conveyance).
- SASD (Sewer, local collection).
- SCWA Zone 40 (Water).
- SMFD (Fire Facilities).
- STA SCTMFP Measure A fee.
- Sacramento County (Transit).
- Rancho Cordova Citywide TDIF (Roads and Transit).
- City CFF Program (Library and Other City Community Facilities).
- City Park Renovation Fee (Park Renovations).
- Citywide or CRPD Park Fee.
- City Community Places Development Agreement Fee.

Existing and potential City, County, and Other Agency fee programs have CIPs that may serve the RDOSP. The RDOSP will participate in these programs by paying the fee for each of the programs listed above. These fees are part of the Financing Plan's "Sources and Uses" of Backbone Infrastructure and Public Facilities, and they have an influence on the cost burden

BUILDOUT

Table 8-1
Rio Del Oro Specific Plan Financing Plan
Preliminary Sources and Uses of Funds at Buildout (2015\$)

Improvement	Estimated Improvement Costs	Proposed Funding Sources							Total Funding
		Existing City, County, Other Fee/Funding Programs					Rio Del Oro Special Financing District Program	Private/ Other	
		City Fees		Other Agency Funding	Parks and Community Places Funding				
		Proposed TDIF Funding	Park Renovation Fee			Community Facilities Fee			
						[1]	[11]	[12]	
Backbone Infrastructure									
Roadways									
Backbone Roadways	\$52,636,230	\$52,636,230	\$0	\$0	\$0	\$0	\$0	\$0	\$52,636,230
Backbone Road Frontage	\$120,198,210	\$800,000	\$0	\$0	\$0	\$0	\$0	\$119,398,210	\$120,198,210
Collector Roads	\$14,218,400	\$0	\$0	\$0	\$0	\$0	\$0	\$14,218,400	\$14,218,400
Subtotal Roadways	\$187,052,840	\$53,436,230	\$0	\$0	\$0	\$0	\$0	\$133,616,610	\$187,052,840
Water	\$26,987,291	\$0	\$0	\$0	\$26,616,265 [2]	\$0	\$371,026	\$0	\$26,987,291
Drainage	\$47,050,079	\$0	\$0	\$0	\$29,840,710 [3]	\$0	\$17,209,368	\$0	\$47,050,079
Sewer	\$40,816,089	\$0	\$0	\$0	\$40,816,089 [4]	\$0	\$0	\$0	\$40,816,089
Subtotal Backbone Infrastructure	\$301,906,299	\$53,436,230	\$0	\$0	\$97,273,064	\$0	\$17,580,394	\$133,616,610	\$301,906,299
Public Facilities									
Schools [7]	\$145,837,952	\$0	\$0	\$0	\$145,837,952 [5]	\$0	\$0	\$0	\$145,837,952
Fire Station [7]	\$17,430,939	\$0	\$0	\$0	\$17,430,939 [6]	\$0	\$0	\$0	\$17,430,939
Library [7]	\$7,264,222	\$0	\$0	\$7,264,222	\$0	\$0	\$0	\$0	\$7,264,222
Quimby Parks [7]	\$105,791,572	\$0	\$0	\$0	\$0	\$105,791,572	\$0	\$0	\$105,791,572
Community Places [7] [8]	\$14,780,616	\$0	\$0	\$0	\$0	\$14,780,616	\$0	\$0	\$14,780,616
Green Infrastructure	\$34,222,500	\$0	\$0	\$0	\$0	\$0	\$34,222,500	\$0	\$34,222,500
Trails	\$16,257,140	\$0	\$0	\$0	\$0	\$0	\$16,257,140	\$0	\$16,257,140
Park Renovations [7]	\$12,535,760	\$0	\$12,535,760	\$0	\$0	\$0	\$0	\$0	\$12,535,760
Other City Community Facilities [7] [9]	\$38,039,221	\$0	\$0	\$38,039,221	\$0	\$0	\$0	\$0	\$38,039,221
Subtotal Public Facilities	\$392,159,922	\$0	\$12,535,760	\$45,303,442	\$163,268,891	\$120,572,189	\$50,479,640	\$0	\$392,159,922
Total Backbone Infrastructure & Public Facilities	\$694,066,220	\$53,436,230	\$12,535,760	\$45,303,442	\$260,541,955	\$120,572,189	\$68,060,035	\$133,616,610	\$694,066,220
Environmental Mitigation Costs [10]	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Special Financing District Program Formation and Updates	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$1,000,000
TOTAL IMPROVEMENTS	\$697,066,220	\$53,436,230	\$12,535,760	\$45,303,442	\$260,541,955	\$120,572,189	\$71,060,035	\$133,616,610	\$697,066,220

bo su

Source: Wood Rodgers; City of Rancho Cordova; EPS.

[1] The sources of Other Agency Fee funding include:

[2] Sacramento County Zone 40.

[3] Sacramento County Zone 11A.

[4] SASD.

[5] Folsom Cordova USD.

[6] Sacramento Metro Fire Department.

[7] Assumes cost is equal to fee revenue generated by Rio Del Oro development.

[8] If the developer constructs any of the components of the Community Places fee, the developer would receive a fee credit against the Community Places fee.

[9] Facilities funded by CFF revenue include city hall, police facilities, community center, corporation yard, museum, parking structure, and administration (3.75%).

[10] Includes the estimated endowment costs for the wetland preserve and Cook property.

[11] Financing mechanism for remaining Rio Del Oro infrastructure costs has not been determined at this time. Special Financing District may be private developer capital, Mello-Roos Community Facilities District, Plan Area Fee Program, Benefit Assessment District, or other Infrastructure charge.

[12] Private/other funding may include private developer capital, Mello-Roos Community Facilities District, Benefit Assessment District, or other Infrastructure charge.

analysis described in **Chapter 10**. The potential/proposed fee programs, including the potential CRPD park fee program and the City community places development agreement fee, are discussed under "Other Funding Sources" at the end of this chapter.

Some of the RDOSP improvements may be reimbursable or creditable toward existing fee programs administered by the City, County, and Other Agencies. Some of these programs may require updates following approval of the RDOSP. Areas requiring updates may include: the costs of improvements, those improvements that are appropriate for inclusion in existing fee programs, and to integrate the RDOSP land uses into the fee calculation.

Buildout Estimated Net Fee Revenue for Existing Fee Programs

Table 8-2 shows the estimated net fee revenue generated by the Project. The cost for schools, Quimby parks, and City community places is estimated to be equal to the fee revenue generated. Therefore, RDOSP does not generate any net fee revenue for those fee programs. As shown on **Table 8-2**, RDOSP generates net fee revenue for roadways, water, Regional San sewer, drainage, fire, library, community facilities, and park renovations that will be available to fund other regional or citywide facilities. The amount of reimbursements owed for SASD sewer exceeds the fee revenue generated by RDOSP; therefore the RDOSP developers will have to wait until other projects generate fee revenue to be reimbursed.

Proposed RDOSP Special Financing District Program

A Special Financing District Program for the Project will be needed to fund all or a portion of the following facilities not covered by existing or proposed financing mechanisms:

- Storm Drainage.
- Water.
- Trails.
- Green Infrastructure.
- Environmental Mitigation

The Special Financing District Program could include one or more of the following financing mechanisms:

- Plan area fee program.
- Infrastructure charge.¹³
- Land Secured Financing District (Mello-Roos CFD or Assessment District).

Each Master Developer may choose different financing mechanisms to fund the facilities not covered by existing or proposed funding mechanisms required to serve the Project.

¹³ Similar to a Plan Area Fee, but revenue may be collected privately by the Master Developer(s) either as a specific charge or as a component of the price of the land sale. This funding mechanism may be implemented and managed as a private cost-sharing mechanism between developers.

Table 8-2
Rio Del Oro Specific Plan Financing Plan
Estimated Net Fee Revenue Generated to Fee Program (Rounded)

Item	Total Fees	Reimb./Credit For Project Specific Infrastructure	Net Fee Revenue to Fee Program
<u>Backbone Infrastructure</u>			
Roadways			
Set-Aside	\$102,821,000	\$15,501,000	\$87,320,000
Remaining	\$76,272,000	\$37,135,000	\$39,137,000
Subtotal Roadways	\$179,093,000	\$52,636,000	\$126,457,000
Water			
Phases 1-5	\$80,608,000	\$9,877,800	\$70,730,200
Phases A-5	\$107,413,000	\$16,738,000	\$90,675,000
Subtotal Water	\$188,021,000	\$26,616,000	\$161,405,200
Sewer			
SASD	\$37,812,000	\$40,816,000	(\$3,004,000)
Regional San	\$63,588,000	\$0	\$63,588,000
Subtotal Sewer	\$101,400,000	\$40,816,000	\$60,584,000
Drainage	\$41,499,000	\$29,841,000	\$11,658,000
<u>Public Facilities</u>			
Schools	\$145,838,000	\$145,838,000	\$0
Fire Station	\$17,431,000	TBD	\$17,431,000
Library	\$7,264,000	TBD	\$7,264,000
Other City Community Facilities	\$38,039,000	TBD	\$38,039,000
Quimby Parks	\$105,792,000	\$105,792,000	\$0
Community Places	\$14,780,616	\$14,780,616	\$0
Park Renovations	\$12,536,000	\$0	\$12,536,000

fee rev

Source: City of Rancho Cordova; Wood Rodgers; Other Agencies; EPS.

As shown on **Table 8-1**, the total amount to be funded by the RDOSP Special Financing District Program is approximately \$71.1 million at buildout. At the time of this Financing Plan, the specific elements and mechanisms comprising the RDOSP Special Financing District have not been defined. For purposes of the infrastructure cost burden calculation, EPS preliminarily allocated the costs of each facility at buildout, as shown in **Appendix G. Table G-1** summarizes the RDOSP Special Financing District Program cost for each land use. **Tables G-2 through G-7** detail the cost allocation of each facility by land use type.

Descriptions of each potential RDOSP SFD financing mechanism are provided below.

Plan Area Fee Program

A plan area fee program establishes a development impact fee, typically for a Specific Plan area, pursuant to local government's police power in accordance with the procedural guidelines established in AB 1600, which is codified in California Government Code Section 66000 et. seq. This code section sets forth the procedural requirements for establishing and collecting development impact fees. These procedures require that "a reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition."¹⁴ Improvements included as part of a publically administered plan area fee program would be determined during implementation of the Financing Plan and included in a formal nexus study.

Infrastructure Charge

An infrastructure charge is similar to a plan area fee, but the revenue may be collected privately by the Master Developer(s) either as a specific charge or as a component of the price of the land sale. This funding mechanism could be implemented and managed as a private cost-sharing mechanism between developers.

Land-Secured Financing Mechanisms

Although the RDOSP Backbone Infrastructure and Public Facilities primarily are included in fee programs, major improvements may be required at the onset of each stage of development. Mello-Roos Community Facilities Districts (CFDs) or Assessment Districts may be used to provide public land-secured debt financing for some of these improvements.

- **Mello-Roos CFD.** The Mello-Roos Community Facilities Act of 1982 enables public agencies to form CFDs and levy a special tax on property owners in the CFD. These special taxes may be used to pay debt service on CFD bonds or to finance public improvements directly on a pay-as-you-go (PAYGO) basis.
- **Assessment Districts.** California statutes give local governments the authority to levy several special assessments for specific public improvements such as streets, storm drains, sewers, streetlights, curbs, gutters, and sidewalks. The agency creates a special assessment district that defines both the area to benefit from the improvements and the properties that will pay for the improvements.

¹⁴ *Public Needs & Private Dollars*; William Abbott, Marian E. Moe, and Marilee Hanson, page 109.

Mello-Roos CFDs tend to be favored over Assessment Districts because Assessment Districts need to establish special benefit to those being assessed, which can be more challenging than the Mello-Roos requirement of establishing general benefit of facilities. This Financing Plan therefore recommends the use of a Mello-Roos CFD, subject to any specific requirements for the use of land secured financing mechanisms by the City, County, or Other Agencies.¹⁵

Mello-Roos CFD

CFD bonds are secured by a lien on the underlying land and are nonrecourse to the sponsoring public agency or landowners. Land-secured debt will be necessary to fund infrastructure costs during the early years of development, as well as at other strategic times when revenues from plan area fees and other sources are not readily available. CFD special taxes, bond amounts, and PAYGO financing will be limited to prudent levels that are consistent with the City's goals and policies. This chapter conservatively estimates the potential bonding capacity if one or more Mello-Roos CFDs are chosen as the primary land-secured financing mechanisms, assuming all RDOSP land uses were included in the CFD(s).

If the CFD financing option is implemented, the actual special tax formula, properties included in the CFD, and the list of facilities financed with CFD proceeds will be determined at the time of CFD formation. At that time, there also will be a final determination regarding the level of maximum special taxes that can be absorbed by the various properties included in the CFD. For purposes of this report, the following annual tax rates have been assumed:

- Single-Family Residential—\$1,500 per unit.
- Medium-Density Residential—\$1,200 per unit.
- High-Density Residential—\$800 per unit.
- Nonresidential—\$5,000 per acre.

These preliminary special tax rates were derived using current market information along with calculations from **Table 10-3** in **Chapter 10** and are based on the assumption the total annual special taxes and assessments for any given residential land use should not exceed approximately 1.8 percent¹⁶ of that unit's finished real estate value.

Table 8-3 presents the estimated preliminary Maximum Annual Special Tax revenue that could be generated by the entire RDOSP using the aforementioned assumptions. At buildout, the maximum annual special tax revenue is estimated at approximately \$18.5 million. Based on the maximum annual special tax revenue, **Table 8-4** shows estimated bonding capacity for the RDOSP. Based on current financing assumptions, the RDOSP developers are estimated to have capacity to bond for approximately \$249.0 million, yielding \$200.1 million in proceeds for construction and acquisition of land and improvements. It is important to note that these preliminary land-secured financing estimates do not include estimates of potential special tax

¹⁵ Specifically, SCWA code section 4.55.20 sets forth limitations on reimbursements for water facilities financed by land secured financing mechanisms.

¹⁶ Although the general guideline is 2 percent, this Project is targeting an amount of 1.8 percent to allow a 0.2-percent gap for additional special taxes and assessments as needed.

EXHIBIT 3C
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Table 8-3
Rio Del Oro Specific Plan Financing Plan
Summary of Maximum Annual Special Tax for Infrastructure CFD (2015\$)

Taxable Land Use Category	Units/ Acres at Buildout	Preliminary Tax Rate [1]	Preliminary Maximum Annual Special Tax
Single-Family Residential	<u>Units</u>	<u>Per Unit</u>	
Single-Family	7,593	\$1,500	\$11,389,500
Medium-Density	2,048	\$1,200	\$2,457,600
High-Density	2,548	\$800	\$2,038,400
Total Residential	12,189		\$15,885,500
Nonresidential	<u>Acres</u>	<u>Per Acre</u>	
Local Town Center	24.3	\$5,000	\$121,691
Regional Town Center	112.9	\$5,000	\$564,500
Village Commercial	20.1	\$5,000	\$100,337
Business Park	90.4	\$5,000	\$452,066
Industrial Park	269.5	\$5,000	\$1,347,716
Total Nonresidential	517.3		\$2,586,310
TOTAL [2]			\$18,471,810

maxtax summ

Source: EPS.

[1] Based on maximum special tax rates for Sunridge-Anatolia Community Facilities District No. 2003-1.

[2] Schools, Open Space, and Parks are not taxable and therefore are not included.

EXHIBIT 3C

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Table 8-4
Rio Del Oro Specific Plan Financing Plan
Estimated Bond Sizing (2015\$)

Item	Assumptions	Buildout
Maximum Special Taxes Available for Debt Service		
Estimated Annual Maximum Special Taxes		\$18,471,810
Less Estimated Administration Costs	4%	(\$739,000)
Less Delinquency Coverage	10%	(\$1,847,000)
Adjustment for Rounding		\$4,190
Estimated Gross Debt Service (Rounded)		\$15,890,000
Bond Proceeds and Bond Size		
Total Bond Size		\$207,503,000
Adjustment for Rounding		(\$3,000)
Total Bond Size (Rounded)		\$207,500,000
Increase for Annual Escalation [1]		\$41,500,000
Total Bond Size (Rounded)		\$249,000,000
Estimated Bond Proceeds		
Rounded Bond Size		\$249,000,000
Less Capitalized Interest	18 months	(\$24,278,000)
Less Bond Reserve Fund	1-yr. debt service	(\$15,890,000)
Less Issuance Cost	3.5%	(\$8,715,000)
Estimated Bond Proceeds		\$200,117,000
Assumptions [2]		
Interest Rate	6.50%	
Term	30 years	
Annual Escalation	2.00%	

est bond

Source: EPS.

- [1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.
- [2] Estimated bond sizing based on conservative assumptions. The interest rate will be determined at the time of bond sale; the bond term could be 25 to 30 years or more. This analysis assumes 30 years.

revenues that may be collected and expended on a PAYGO basis. Depending on the structure of the tax formula(s) and bond issuances, PAYGO revenues could be a significant source of infrastructure financing capacity. **Table 8-5** presents the estimated bond proceeds per unit and nonresidential acre at buildout.

Initial bond issues will be constrained by various factors, including the appraised value of land in the CFD at the time bonds are sold. Several bond sales would occur as development of RDOSP progresses and security can be demonstrated for the bonds. Also, it is important to note that these estimates of bonding capacity are preliminary, based on current financing assumptions, and subject to revision once a land-secured financing mechanism is implemented.

Extended-Term Infrastructure CFD(s)

Historically, CFD special tax authorization periods (before the Great Recession) typically extended between 5 and 15 years beyond the anticipated final principal and interest payment for the first series of bonds (e.g., for a total of 35 to 45 years). The decline in land and home values, along with other economic factors, has made it more difficult for public and private entities to fund public improvements through land-secured bond financing, particularly before significant horizontal and vertical development has occurred.

An alternative to counter these funding constraints is to extend the tax authorization over a longer period of time and provide a greater opportunity to fund the construction of selected public facilities and amenities over this longer time period. Extending the end-year within which CFD special taxes can be levied (i.e., extended-term) provides the City and the property owners with greater discretion over and flexibility for use of CFD cash flows. Through the extended-term feature, the Extended-Term Infrastructure CFD could act as both a financing mechanism and a funding source with the details being identified during the CFD formation process.

In other jurisdictions that have authorized the use of Extended-Term Infrastructure CFDs, the CFD funding has either served to directly fund certain facility costs or it was used to pay certain development impact fees. Depending on how established and for what facilities or costs the Extended-Term Infrastructure CFD is intended to fund, the City may retain discretion for its future City Council as to whether to continue to levy the special tax for the extended period.

Other Funding Sources

Schools: FCUSD SFID and State Funding

School improvements will be funded through a combination of fees, State grant programs (State Schools Facilities Program), and assessments. As shown on **Table F-8** in **Appendix F**, EPS estimates a preliminary cost at buildout of \$145.8 million for schools, which is equal to the school fee revenue generated by the RDOSP.

Parks: Potential New Fee Program—CRPD Fee Program

Currently, new development in the City addresses the funding of park facilities through the development agreement negotiation process. The CRPD Board of Directors approved Ordinance 13/14-2 on April 16, 2014, which adopted the CPRD Park Impact Fee Nexus Study and the associated park impact fee. While the City has not adopted this fee, this Financing Plan is based on the assumption the CRPD park fee will apply to development in the RDOSP.

Table 8-5
Rio Del Oro Specific Plan Financing Plan
Estimated Bond Proceeds per Unit and Nonresidential Acre at Buildout (2015\$)

Item	Unit/Acre	Prelim. Max. Special Tax Rate [1]	Maximum Special Tax		Bond Size [2]		Bond Proceeds	
			Amounts	% of Total	Amount	Per Unit/Acre	Amount	Per Unit/Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Max Tax</i>	<i>E = D x total bond</i>	<i>F = E / A</i>	<i>G = D x bond proceeds</i>	<i>H = G / A</i>
Residential	<u>Units</u>					<u>Per Unit</u>		<u>Per Unit</u>
Single-Family	7,593	\$1,500	\$11,389,500	61.7%	\$153,530,459	\$20,220	\$123,389,778	\$16,250
Medium-Density	2,048	\$1,200	\$2,457,600	13.3%	\$33,128,448	\$16,176	\$26,624,761	\$13,000
High-Density	2,548	\$800	\$2,038,400	11.0%	\$27,477,632	\$10,784	\$22,083,298	\$8,667
Total Residential	12,189		\$15,885,500	86.0%	\$214,136,538		\$172,097,838	
Nonresidential	<u>Acres</u>					<u>Per Acre</u>		<u>Per Acre</u>
Local Town Center	24.3	\$5,000	\$121,691	0.7%	\$1,640,390	\$67,400	\$1,318,353	\$54,168
Regional Town Center	112.9	\$5,000	\$564,500	3.1%	\$7,609,460	\$67,400	\$6,115,592	\$54,168
Village Commercial	20.1	\$5,000	\$100,337	0.5%	\$1,352,548	\$67,400	\$1,087,020	\$54,168
Business Park	90.4	\$5,000	\$452,066	2.4%	\$6,093,852	\$67,400	\$4,897,524	\$54,168
Industrial Park	269.5	\$5,000	\$1,347,716	7.3%	\$18,167,212	\$67,400	\$14,600,674	\$54,168
Total Nonresidential	517.3		\$2,586,310	14.0%	\$34,863,462		\$28,019,162	
Total			\$18,471,810	100.0%	\$249,000,000		\$200,117,000	

bond unit

Source: EPS.

[1] Preliminary maximum special tax rates based on Sunridge-Anatolia Community Facilities District No. 2003-1.

[2] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

City Community Places Development Agreement Fee

This fee will be required by RDOSP developers as part of the Development Agreement. The fee is for community spaces in the RDOSP to be constructed by the City or the Park District. The fee will be approximately \$1,269 per SFR unit. If a developer builds turnkey neighborhood greens, the developer would receive a fee credit against the Community Places fee.

Private Funding

Private funding will be necessary to fund Backbone Infrastructure and Public Facilities at the beginning of each phase, before the funding from fee programs or bond financing becomes available. Private capital used for these purposes would be subject to fee credits or reimbursements from future fee collections or reimbursements from bond sales or pay as you go. In addition to providing up-front funding for public infrastructure, the Project developer will fund privately the cost of in-tract roads (including road frontage and collector roads), sewer, water, and drainage facilities.

EXHIBIT 3C

*Rio del Oro Specific Plan Public Facilities Financing Plan
Public Review Draft Report August 2016*

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9. *FUNDING SOURCES FOR SERVICES AND ONGOING OPERATIONS AND MAINTENANCE*

The Financing Plan addresses funding for construction of Backbone Infrastructure and Public Facilities. The constructed Backbone Infrastructure and Public Facilities also will require a source of ongoing operations and maintenance funding.

This chapter offers a summary of the existing and proposed sources of ongoing operations and maintenance funding, based on the City's current estimates and assumptions. The RDOSP will be required to participate in a series of special financing districts to fund public services and the maintenance and operation of the public improvements. Participation in these districts will be determined by the City or the Other Agencies no later than the filing of small lot final maps.

The City or existing assessment districts will have funding responsibility for most items. However, if a funding shortfall is deemed to exist, a Mello Roos CFD, Lighting and Landscaping District (LLD), or some other funding mechanism will be established. The following funding mechanisms will be imposed to fund ongoing operations and maintenance costs required to serve the RDOSP:

- **Rancho Cordova CFD No. 2013-2.** The City formed CFD No. 2013-2 to fund police services, and RDOSP development will be required to annex into this CFD.
- **Rancho Cordova CFD No. 2014-2.** The City formed CFD No. 2014-2 to fund street, lighting, and landscape maintenance. RDOSP will be required to annex into this CFD.
- **Transit-Related Services Special Tax Area.** The City imposes a transit-related services tax on new development in the City. RDOSP will be required to annex into this special tax area.
- **Water and Drainage Studies.** In 1988, the SCWA Board of Directors established Zone 13 to levy an assessment for the purpose of undertaking studies and planning projects and activities in the unincorporated County. This tax applies to all areas that were unincorporated at that time, including RDOSP.
- **Stormwater Utility Fee.** The City imposes a monthly user fee for stormwater maintenance. The fee funds the maintenance of drainage basins and pipes. The fee does not fund the maintenance of drainage lift stations or pump stations. RDOSP will be required to annex into the City's Stormwater Utility Fee.
- **Park Maintenance CFD.** CRPD plans to implement a CFD to fund park maintenance in the RDOSP. RDOSP development will be required to annex into this CFD if it is formed, unless otherwise agreed upon by the RDOSP Master Developers and the City.

In addition, new CFDs or other funding mechanisms might be needed to fund the maintenance of open space, green infrastructure, and/or wetland preserves and the maintenance of drainage lift stations or pump stations in the RDOSP. To the extent that new CFDs or other funding mechanisms fund operations and maintenance costs that would otherwise be funded by an

existing funding mechanism, the appropriate credit or discount will be applied to the existing funding mechanism to ensure costs are not duplicated between mechanisms. Other operations and maintenance considerations will be established as part of the HOA/CCR formation process and the precise level of enforcement will be established at that time.

Actual mechanisms required to fund ongoing operations and maintenance in the RDOSP will be determined in concert with the City as part of the RDOSP Financing Plan implementation process. As stated in the Development Agreement, the fees, special taxes, or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by the City and landowner to fund the operations, maintenance, or services to be financed thereby, subject to annual adjustments thereto, based on the City Consumer Price Index (CPI). The final amounts of the fees, special taxes, or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of this Financing Plan.

If and to the extent the Homeowner Association that includes the property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in the Development Agreement, subject to City's satisfaction, in its reasonable discretion, with the adequacy of the performance thereof secured by the Homeowner Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be reduced by the annual savings to be realized by the districts from the performance of such maintenance obligations by the Homeowner Association and the relieving of the districts from having to perform such maintenance obligations.

10. FEASIBILITY OF THE FINANCING PLAN

This chapter provides a summary of financial feasibility of the Project. The feasibility analyses presented in this chapter evaluate the feasibility of the Project in light of current and proposed fees, estimated infrastructure cost burdens, and taxes and assessments. The actual costs, unit mix, Mello-Roos bond proceeds, fees, and other factors may vary according to the market conditions at the time of development. Final unit sales prices and major Backbone Infrastructure and Public Facilities costs will have an impact on actual development feasibility.

Summary of Feasibility Analyses

This Financing Plan includes the following two methods for evaluating the financial feasibility of the proposed Project:

- Total Burden of Major Infrastructure.
- Total Taxes and Assessments as a Percentage of Sales Price.

To be considered financially feasible, the Project should meet both of the feasibility tests.

It is important to note that these feasibility metrics, described in further detail below, should be considered initial diagnostics, offering a general indicator of whether or not a project is likely to meet financial feasibility criteria, or whether measures should be taken to improve viability either through a reduction in cost burdens, identification of other funding sources, or other approaches.

The purpose of the Total Burden of Major Infrastructure feasibility test is to assess the financial feasibility of the Project, given all current and proposed fees, and the additional burden of Project-specific infrastructure costs. If a Project-specific fee (plan area fee) is chosen as the means to fund infrastructure costs not covered by existing or proposed financing programs, this feasibility test assesses the additional fee burden on residential dwelling units.

It is common for developers of major development projects to advance-fund and carry infrastructure costs for some length of time. The impact of the land developer's cost burden depends on several factors, including the time frame for the reimbursements and the extent to which full reimbursement is received, either through public funding programs or through adjustments in land sales prices.

The purpose of the Total Taxes and Assessments as a Percentage of Sales Price feasibility test is to ensure current and proposed taxes and assessments do not exceed 1.8 percent of the value of the property.¹⁷ If a Mello-Roos CFD (special tax) or assessment is chosen as the means to fund infrastructure costs not covered by existing or proposed financing programs, this feasibility test assesses the additional special tax/assessment burden on residential dwelling units. The estimated preliminary maximum special tax amount that could be implemented as part of a

¹⁷ Although the general rule of thumb is 2 percent, EPS has used a target amount of 1.8 percent, to allow a 0.2-percent gap for additional special taxes and assessments as needed.

Mello-Roos CFD or assessment district is included in this feasibility test (refer to **Table 8-5** in **Chapter 8** for estimated preliminary maximum special tax amounts).

Total Burden of Major Infrastructure

The infrastructure cost burden feasibility indicator measures the total costs of Backbone Infrastructure and Public Facility improvements as a percentage of the final sales price or finished value of a residential unit.

Table 10-1 shows the total estimated cost burden per residential unit and per nonresidential acre. The Infrastructure Cost Analysis includes the following components:

- **Existing City Fees.** Includes processing and development impact fees.
- **School Fees.** Includes the FCUSD impact fee.
- **Other Agency Fees.** Includes the SCWA Zone 40 water fee and Zone 41 water fee, the County Zone 11A drainage fee,¹⁸ the County transit fee, SASD and Regional San sewer fee, SMFD capital fire facilities fee, CRPD Quimby park fee, and SCTMFP fee.
- **RDOSP Special Financing District (portion).** The infrastructure cost burden calculation currently includes only those RDOSP SFD costs for facilities that are eligible for credits/reimbursements but are not fully reimbursed from public agency fee programs.

Table 10-2 documents the infrastructure cost burden for RDOSP residential units, based on the noted unit sales prices and the infrastructure costs shown in **Table 10-1**. *Based on the costs currently included as part of the infrastructure cost burden*, single-family development is estimated to have a 20.9-percent cost burden. Medium-density residential cost burdens are estimated to be 22.5 percent, and high-density cost burdens are estimated to be 20.5 percent. The infrastructure cost burden could change for several reasons, including a re-allocation of costs among land uses and cost adjustments resulting from fine tuning the estimates as engineering studies are completed and the project becomes closer to implementation. The cost burden estimates will be further refined as the project is implemented.

¹⁸ The City plans to transition out of the County Zone 11A fee district and form its own storm drainage impact fee. The Project will pay the County Zone 11A drainage fee until the City has implemented its own storm drainage impact fee.

Table 10-1
Rio Del Oro Specific Plan Financing Plan
Estimated Infrastructure Cost Burden [1]

Item	Residential			Nonresidential				
	Single Family	Medium-Density	High-Density	Local Town Center	Regional Town Center	Village Commercial	Business Professional	Industrial Park
<i>Current as of</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>
Assumptions								
Acres	1,566.4	283.1	98.0	24.3	112.9	20.1	90.4	269.5
Number of Units	7,593	2,048	2,548	-	-	-	-	-
Unit Size (square feet)	2,600	2,000	1,200	-	-	-	-	-
Units per Acre/FAR	5	7	26	0.25	0.25	0.25	0.30	0.40
<i>per building square foot</i>								
City Processing Fees								
Building Permit	\$1,961	\$1,664	\$530	\$0.68	\$0.68		\$0.80	\$0.47
Plan Review	\$1,307	\$1,109	\$354	\$0.45	\$0.45	\$0.45	\$0.53	\$0.31
Zone Check	\$170	\$144	\$46	\$0.06	\$0.06	\$0.06	\$0.07	\$0.04
Building Compliance Inspection	\$250	\$250	\$250	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CBSC Fee	\$13	\$10	\$4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Seismic/Strong Motion	\$41	\$32	\$14	\$0.03	\$0.03	\$0.03	\$0.03	\$0.02
Fire Plan Review	\$394	\$352	\$20	\$0.09	\$0.09	\$0.09	\$0.07	\$0.06
General Plan Cost Recovery	\$208	\$162	\$73	\$0.06	\$0.06	\$0.06	\$0.08	\$0.04
City Processing Fees	\$4,344	\$3,722	\$1,292	\$1.37	\$1.37	\$0.69	\$1.59	\$0.95
City Development Impact Fees (Existing and Proposed)								
Transportation Impact Fee [2]	\$15,676	\$15,676	\$10,973	\$11.49	\$11.49	\$11.49	\$8.83	\$4.50
Park Dev. Fee for Quimby Acres	\$9,082	\$9,082	\$7,154	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City Community Places [3]	\$1,269	\$1,269	\$999	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Park Renovation Fee [4]	\$1,078	\$1,078	\$842	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing Trust Fund Fee	\$0	\$0	\$0	\$0.77	\$0.77	\$0.77	\$0.97	\$0.61
Affordable Housing Plan [5]	\$4,557	\$4,557	\$4,557	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Community Facilities Fee - Library	\$624	\$624	\$488	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Community Facilities Fee - Other Facilities	\$3,049	\$3,049	\$2,382	\$0.46	\$0.46	\$0.46	\$0.76	\$0.19
Subtotal City Development Impact Fees	\$35,335	\$35,335	\$27,396	\$12.72	\$12.72	\$12.72	\$10.56	\$5.30
Total City Fees	\$39,679	\$39,057	\$28,688	\$14.09	\$14.09	\$13.41	\$12.15	\$6.25

Table 10-1
Rio Del Oro Specific Plan Financing Plan
Estimated Infrastructure Cost Burden [1]

Item	Residential			Nonresidential				
	Single Family	Medium-Density	High-Density	Local Town Center	Regional Town Center	Village Commercial	Business Professional	Industrial Park
<i>Current as of</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>
Assumptions								
Acres	1,566.4	283.1	98.0	24.3	112.9	20.1	90.4	269.5
Number of Units	7,593	2,048	2,548	-	-	-	-	-
Unit Size (square feet)	2,600	2,000	1,200	-	-	-	-	-
Units per Acre/FAR	5	7	26	0.25	0.25	0.25	0.30	0.40
Other Agency Fees (Existing and Proposed) [6]								
SCTMFP (Measure A) Transportation Fee	\$1,159	\$1,159	\$811	\$1.74	\$1.74	\$1.74	\$1.39	\$0.93
County of Sacramento Transit Fee	\$175	\$175	\$356	\$0.77	\$0.77	\$0.77	\$0.70	\$0.16
Water Fee Zone 40	\$15,380	\$15,380	\$11,535	\$1.93	\$1.93	\$1.93	\$2.55	\$0.86
Water Fee Zone 41	\$376	\$376	\$376	\$0.007	\$0.007	\$0.007	\$0.012	\$0.002
Drainage Fee Zone 11A	\$3,204	\$2,097	\$746	\$1.97	\$1.97	\$1.97	\$1.64	\$1.21
SASD Sewer Fee	\$3,164	\$1,978	\$609	\$1.45	\$1.45	\$1.45	\$1.21	\$0.91
Regional San Sewer Fee	\$5,116	\$5,116	\$3,837	\$0.51	\$0.51	\$0.51	\$1.02	\$0.51
SMFD Capital Fire Facilities Fee	\$1,104	\$1,104	\$861	\$0.58	\$0.58	\$0.58	\$0.97	\$0.52
Folsom-Cordova USD School Impact Fee	\$13,702	\$10,540	\$6,324	\$0.54	\$0.54	\$0.54	\$0.54	\$0.54
Subtotal Other Agency Fees	\$43,381	\$37,925	\$25,454	\$9.50	\$9.50	\$9.50	\$10.03	\$5.63
Subtotal Public Agency Fees	\$83,059	\$76,982	\$54,142	\$23.59	\$23.59	\$22.91	\$22.19	\$11.88
Rio Del Oro Special Financing District (Portion) [7]								
Roadways [7]	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water [7]	\$27	\$27	\$20	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Storm Drainage (portion) [7]	\$422	\$471	\$184	\$0.56	\$0.56	\$0.56	\$0.47	\$0.35
Sanitary Sewer [7]	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Financing District Formation (Portion) [8]	\$5	\$3	\$1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Rio Del Oro Special Financing District	\$454	\$502	\$205	\$0.58	\$0.58	\$0.58	\$0.48	\$0.36
TOTAL INFRASTRUCTURE COST BURDEN	\$83,513	\$77,484	\$54,347	\$24.16	\$24.16	\$23.48	\$22.67	\$12.24

Table 10-1
Rio Del Oro Specific Plan Financing Plan
Estimated Infrastructure Cost Burden [1]

Item	Residential			Nonresidential				
	Single Family	Medium-Density	High-Density	Local Town Center	Regional Town Center	Village Commercial	Business Professional	Industrial Park
<i>Current as of</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>	<i>Jan-16</i>
Assumptions								
Acres	1,566.4	283.1	98.0	24.3	112.9	20.1	90.4	269.5
Number of Units	7,593	2,048	2,548	-	-	-	-	-
Unit Size (square feet)	2,600	2,000	1,200	-	-	-	-	-
Units per Acre/FAR	5	7	26	0.25	0.25	0.25	0.30	0.40
Other Costs								
Rio Del Oro Special Financing District (Portion) [9]								
Storm Drainage (Portion) [7]	\$508	\$567	\$221	\$0.68	\$0.68	\$0.68	\$0.56	\$0.42
Green Infrastructure	\$2,863	\$2,863	\$1,494	\$0.54	\$0.37	\$0.54	\$0.81	\$0.24
Trails	\$1,360	\$1,360	\$710	\$0.26	\$0.18	\$0.26	\$0.38	\$0.12
Environmental Mitigation	\$167	\$112	\$31	\$0.07	\$0.07	\$0.07	\$0.06	\$0.05
Special Financing District Formation (Portion) [8]	\$79	\$53	\$15	\$0.04	\$0.04	\$0.04	\$0.03	\$0.02
Subtotal Other Costs	\$4,977	\$4,954	\$2,471	\$1.58	\$1.34	\$1.58	\$1.85	\$0.85

bo fees

Source: City of Rancho Cordova; Sacramento County; Other Agencies; EPS.

[1] The applicant and City of have entered into an incentive fee program, which could result in further reductions of fees. Please see the Development Agreement for details.

[2] Fee set by City of Rancho Cordova Resolution 138-2013.

[3] Fee from the City of Rancho Cordova. This fee is a DA fee. Multifamily rates subject to City staff confirmation. See Table 5-9 for more information. Includes the full fee, if a developer constructs any of the neighborhood greens or community park, the developer would receive a credit against the Community Places fee.

[4] Park renovation fees established through the DA. Rates provided by the City and subject to confirmation, particularly with regard to applicability of the fee to multifamily.

[5] Based on the latest proposal submitted by the City of Rancho Cordova to the developers.

[6] Additional fees for off-site mitigation may be applicable.

[7] Infrastructure and public facilities costs funded by public agency fee programs are included in the RDOSP SFD. A portion of these costs are included in the infrastructure cost burden. If an improvement is partially reimbursable from a public agency, the remaining cost is included in the Rio Del Oro SFD infrastructure cost burden. All improvements that are not eligible for a reimbursement from a public agency are excluded. Other excluded RDOSP SFD costs are roadways, a portion of water, open space, trails, environmental mitigation costs, and a portion of the special district formation costs.

[8] The RDOSP SFD formation costs included in the infrastructure cost burden are determined based on the proportion of total SFD costs included in the burden calculations versus those SFD costs that are excluded.

[9] Reflects facilities included in the Rio Del Oro SFD that are not eligible for reimbursement through a public agency fee program.

Table 10-2
Rio Del Oro Specific Plan Financing Plan
Backbone Infrastructure Cost as a % of Sales Price - Residential Market-Rate Units (2015\$)

Item	Single-Family	Medium-Density	High-Density	Total All Units
Assumptions				
Unit Square Feet	2,400	1,600	1,200	
Number of Units	7,593	2,048	2,548	12,189
Finished Unit Selling Price [1]	\$400,000	\$345,000	\$265,000	
City/County/School Fees	<i>Fees current as of January 2016</i>			
City Processing Fees	\$4,344	\$3,722	\$1,292	\$43,894,933
City Development Impact Fees	\$35,335	\$35,335	\$27,396	\$410,471,924
School Fees	\$13,702	\$10,540	\$6,324	\$141,738,758
Other Agency Fees [2]	\$29,679	\$27,385	\$19,130	\$330,178,152
Total City/County/School Fees	\$83,059	\$76,982	\$54,142	\$926,283,767
Rio Del Oro Special Financing District Fees [3]	\$454	\$502	\$205	\$4,997,126
Total Estimated Bond Debt [4]	\$0	\$0	\$0	\$0
Less Fee Credit	\$0	\$0	\$0	\$0
TOTAL COST BURDEN	\$83,513	\$77,484	\$54,347	\$931,280,893
Infrastructure Cost as % of Unit Sales Price	20.9%	22.5%	20.5%	

"cost_burden"

Source: City of Rancho Cordova; Sacramento County; and EPS.

[1] Finished unit selling price based on a review of home sales prices in Rancho Cordova from Gregory Group.

[2] Additional fees for off-site mitigation may be applicable.

[3] Allocated cost of eligible backbone infrastructure and public facilities net of public agency fee program credits and reimbursements.

[4] Assumes any bond debt would be associated with an offsetting fee credit; neither amount has been estimated at this point.

Total Taxes and Assessments as a Percentage of Sales Price

The second test of feasibility is a test of total taxes and assessments as a percentage of home sales price (2-percent test). The State's Proposition 13 limited general property tax to 1 percent of the value of the property. Based on the 2-percent general rule of thumb, other bonded debt, special assessments, and other special taxes should not exceed an additional 1 percent, or 2 percent of the total value of the property. Although the general guideline is 2 percent, this Project is targeting an amount of 1.8 percent to allow a 0.2-percent gap for additional special taxes and assessments as needed.

Table 10-3 presents the total estimated taxes and assessments as a percentage of home sales price for each proposed residential prototype. The total annual amount includes the following taxes and assessments:

- Property taxes.
- Other general ad valorem taxes (e.g., school/other GO bonds).
- Existing special taxes and assessments.
- Proposed or potential special taxes and assessments.
- A preliminary estimate of Project Infrastructure CFD special taxes, based on tax rates in comparable projects in the City.

Under the 2-percent test, a total of taxes and assessments that is less than 2 percent of the home sales price indicates financial feasibility. As shown in **Table 10-3**, the taxes and assessments for Project homes are 1.88 percent of the final sales price for a single-family home, 1.90 percent of the final sales price for a medium-density unit, and 1.89 percent of the final sales price of a high-density unit. The cost for open space/wetland preserve maintenance is unknown at this time (as shown on **Table 10-3**). The tax burden will be higher once the amount for open space/wetland preserve maintenance is determined and included in the analysis.

Table 10-3
Rio Del Oro Specific Plan Financing Plan
Test of 2% Sales Price - Residential Market-Rate Units

Item	Single-Family	Medium-Density	High-Density	Total All Units
Assumptions				
Acres	1,566	283	98	1,947
Number of Units	7,593	2,048	2,548	12,189
Unit Square Feet	2,400	1,600	1,200	
Finished Unit Selling Price [1]	\$400,000	\$345,000	\$265,000	
Property Taxes				
General Property Tax [2]	\$3,930	\$3,380	\$2,580	\$43,336,570
Los Rios Comm. College G.O. Bonds	\$45	\$39	\$30	\$499,345
Folsom Cordova Imp. 1	\$200	\$200	\$200	\$2,437,800
Folsom Cordova Imp. 3	\$492	\$424	\$326	\$5,430,926
Total Ad Valorem Taxes Range	\$4,667	\$4,043	\$3,136	\$51,704,641
Likely Special Annual Taxes/Assessments				
CFD No. 2013-2 (Police Services) [3]	\$495	\$495	\$495	\$6,035,627
CFD No. 2014-2 (Street, Lighting, and Landscape) [4]	\$385	\$385	\$219	\$4,265,624
Transit Related Services Special Tax Area	\$100	\$80	\$60	\$1,080,766
Water & Drainage Studies	\$7	\$7	\$7	\$84,348
Park Maintenance CFD [5]	\$350	\$350	\$280	\$4,087,790
Open Space/Wetland Preserve Maintenance	TBD	TBD	TBD	TBD
Total Likely Special Annual Taxes/Assessments	\$1,337	\$1,317	\$1,062	\$11,466,365
Estimate of RDOSP Infrastructure CFD [6]	\$1,500	\$1,200	\$800	\$15,885,500
Total Annual Taxes and Assessments [7]	\$7,504	\$6,560	\$4,997	
Taxes & Assessments as % of Sales Price	1.88%	1.90%	1.89%	

2% test

Source: City of Rancho Cordova; Gregory Group; Sacramento County; and EPS.

- [1] Finished unit selling price based on a review of home sales prices in Rancho Cordova from Gregory Group.
- [2] Includes homeowners property tax exemption of \$7,000.
- [3] The project will be required to annex into this CFD. The base rate in 2013 was \$450 per unit with annual inflationary increases. Reduced rates do not apply for higher density and multifamily units.
- [4] The City recently developed the RMA for CFD No. 2014-2 (Street, Lighting, and Landscape Maintenance). The project will be required to annex into the CFD. Two rates have been established, one rate assuming implementation of an extended term CFD and one for parcels not participating in the extended term CFD. The rate used in this analysis is rate for ordinary use parcels not participating in the extended term CFD. The 2014 base rate has been escalated by 2.6 percent using the San Francisco ENR CCI for February 2014 and February 2015.
- [5] Preliminary estimates shown. Assumes the multifamily rate would be 20 percent less than the single family rate.
- [6] Estimate of RDOSP Special Tax are based on tax rates in Anatolia, a comparable project in the City. Financing mechanism to fund remaining infrastructure costs has not been determined at this time. Special Financing District may be Mello-Roos Community Facilities District, Plan Area Fee Program, Benefit Assessment District, or other Infrastructure charge.
- [7] Does not include a stormwater utility fee because it is now a monthly user fee instead of a tax.

11. FINANCING PLAN IMPLEMENTATION AND ADMINISTRATION

Implementation of the Financing Plan strategies will require the following steps:

- Approval of the Tier 2 Development Agreements between the developers and the City.
- Formation of a RDOSP Special Financing District. Depending on the final funding mechanisms decided on, this task may include one or both of the following actions:
 - Implementation of a RDOSP fee program. The timing for implementing the RDOSP fee program is before the first small lot final map.
 - Formation of one or more land-secured financing districts (e.g., Mello-Roos CFD), the first of which should occur before the first small lot final map.
- Formation of new or annexation into existing CFDs or Assessment Districts as follows to fund public services:
 - Annex into CFD No. 2013-2 (Police Services).
 - Annex into CFD No. 2014-1 (Street, Lighting, and Landscape).
 - Annex into the City Transit-Related Services Special Tax Area.
 - Annex into the City Stormwater Utility Fee.
 - Form open space/wetland preserve maintenance, park maintenance, and any other new districts.
- The formation of new CFDs or Assessment Districts would occur before the first small lot final map, and annexation would coincide with the time frame required under individual project conditions of approval.

Developers who construct or pay for Backbone Infrastructure or Public Facilities specified in the Financing Plan that are eligible for credit or reimbursement will be required to adhere to the credit and reimbursement provisions specified in the existing fee programs.

Changes in the Capital Improvement and Financing Programs

It is anticipated that as the Financing Plan is implemented, the infrastructure costs and available funding sources will change as development occurs. As a result, the Financing Plan must be flexible enough to accommodate these changes appropriately. Changes in the actual or assumed facilities cost estimates or funding of the facilities should be re-evaluated in the context of the overall financing strategy to ensure required funding is available when needed. Possible refinements are listed below:

- New or revised infrastructure projects.
- New cost information based on actual construction costs, updated engineering estimates, or changes in the land use plan.
- New funding source data.
- Inflation adjustments to cost and funding data. Inflation would be based on the Engineering News Record (ENR) 20-City average Construction Cost Index (CCI).
- Land use changes for the Project.
- Future revisions to existing fee programs.

Changes in the financing program could include higher or lower cost estimates, as well as changes in funding sources. Costs and funding sources also will need to be adjusted annually to reflect inflation costs because information in the Financing Plan is shown in 2015 dollars.

Fee Credits and Reimbursements

The City will require developers to advance-fund or construct certain infrastructure and other associated costs contained in the Project. The improvements that are advance-funded may be Backbone Infrastructure or other Public Facilities programmed for funding by existing fee programs, a RDOSP Special Financing District Fee Program, bond proceeds, or private financing.

If a developer is required to advance-fund or provide shortfall funding (i.e., fund the cost differential between actual design and construction costs and creditable/reimbursable costs under existing fee programs) for Backbone Improvements, Public Facilities, off-site improvements, or other improvements subject to existing fee programs or the RDOSP Special Financing District Program improvements for areas outside the Project, the developer should be entitled to credits and/or reimbursements from those development areas generating fees for those facilities.

Fee credit/reimbursement programs under existing development fee programs may require agreement between the developers, the City, and any other applicable agencies who may administer the existing fee programs. The policies and procedures for providing fee credits and reimbursements under existing fee programs are set forth in the implementing documents for such fee programs.

If a RDOSP Special Financing District Fee program is formed, the policies and procedures for providing credits and reimbursements under the RDOSP Special Financing District Fee Program will be established as part of the City's adoption of the Fee Program, which will address and include the following items. A developer will be entitled to fee credits against or fee reimbursements from the RDOSP Special Financing District Fee Program for any costs incurred by a developer to design or construct any public improvements or facilities that are funded by the RDOSP Special Financing District Fee Program. Such constructing developer will be obligated to enter into a fee credit/ reimbursement agreement (Credit/Reimbursement Agreement) with the City to document, track, and administer such credits or reimbursements. Specific credit and reimbursement policies will be established through the City ordinance implementing the RDOSP Special Financing District Fee Program.

Administration

The City will administer the RDOSP SFD, which will include the following responsibilities:

- Authorization and implementation of the RDOSP Special Financing District mechanisms (fee program or CFDs).
- Monitoring of the infrastructure CIP and development activities.
- Periodic updating of the Financing Plan or the funding mechanisms (e.g. plan area fee program nexus study) to ensure the necessary infrastructure is constructed as required to serve new RDOSP development.

The City will coordinate with all appropriate County departments while implementing the Financing Plan. Implementation of the Financing Plan will require reviewing the CIP, monitoring identified revenue sources, estimating fee programs cash flows, updating the RDOSP Special Financing District, and establishing an accounting system to track payments and fee credits/reimbursements.

EXHIBIT 3C

*Rio del Oro Specific Plan Public Facilities Financing Plan
Public Review Draft Report August 2016*

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APPENDICES:

- Appendix A: Roadways
- Appendix B: Water
- Appendix C: Storm Drainage
- Appendix D: Sanitary Sewer
- Appendix E: Green Infrastructure and Trails
- Appendix F: Existing and Proposed Fee Revenue Estimates
- Appendix G: Rio Del Oro Special Financing District Program: Cost Allocation Model
- Appendix H: Infrastructure Phasing Plan
- Appendix I: Guiding Principles for Funding Backbone Infrastructure



APPENDIX A:

Roadways

Map A-1	Rio Del Oro On-Site Roadway Improvements	A-1
Map A-2	Rio Del Oro Off-Site Roadway Improvements	A-2
	Master Section Exhibit (7 pages)	A-3
	4-Lane and 6-Lane Funding	A-10
Table A-1	Rio Del Oro On-Site Backbone Roadway Costs by Road Segment and Phase—Phases 1–5 (3 pages)	A-11
Table A-2	Rio Del Oro On-Site Backbone Roadway Credits/ Reimbursements by Road Segment and Phase— Phases 1–5 (2 pages)	A-14
Table A-3	Rio Del Oro On-Site Backbone Roadway Costs by Road Segment and Phase—Phases A–E (3 pages)	A-17
Table A-4	Rio Del Oro On-Site Backbone Roadway Credits/ Reimbursements by Road Segment and Phase— Phases A–E (2 pages)	A-20



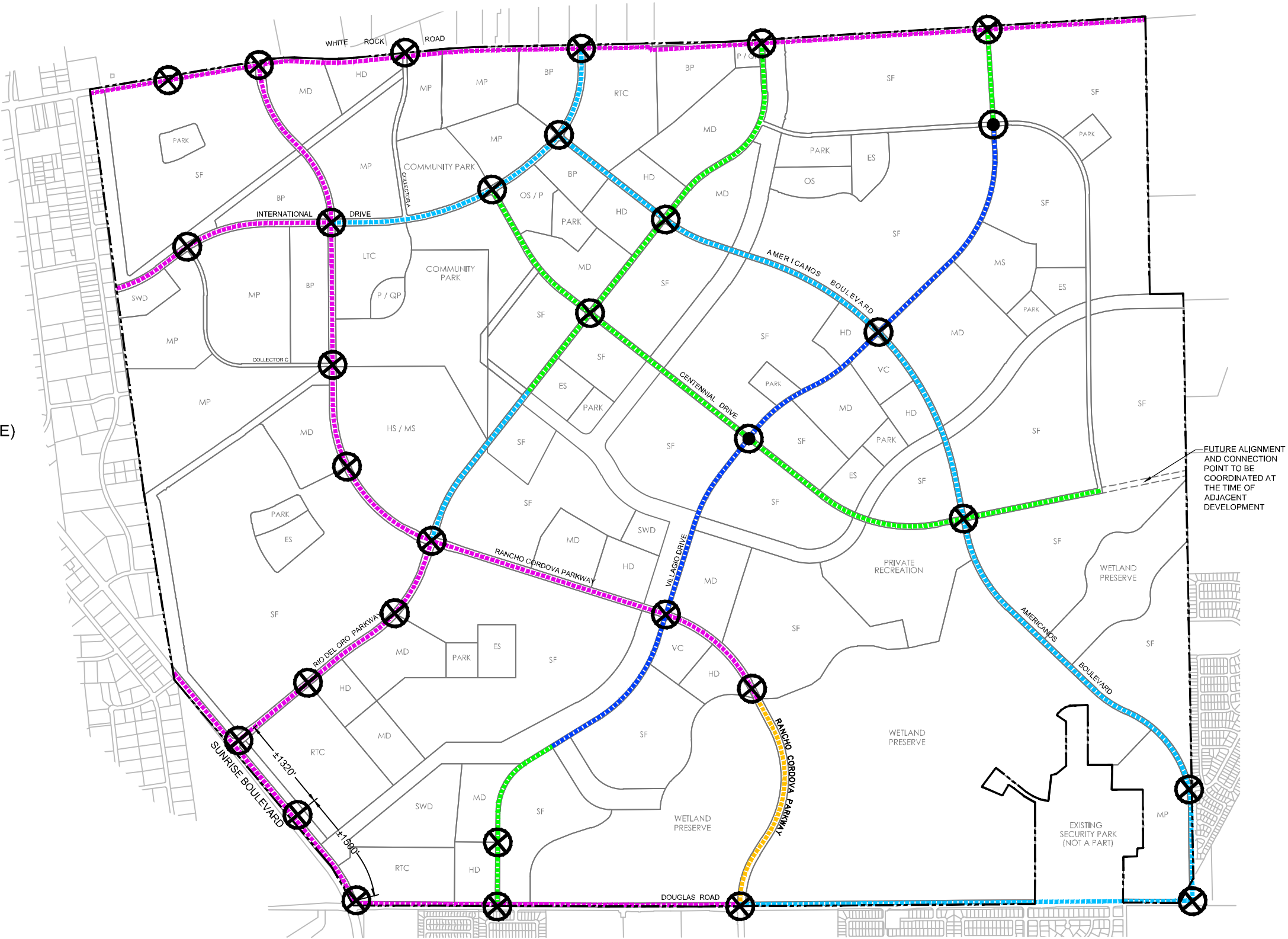
MAP A-1

ONSITE ROADWAY IMPROVEMENTS
RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

SYMBOL	R.O.W.	# OF LANES
	72'	MAJOR ARTERIAL (SPECIAL SECTION)
	98'	6 LANE MAJOR ARTERIAL
	76'	4 LANE MAJOR ARTERIAL
	76'	2 LANE SECONDARY ROAD (ROW FOR FUTURE EXPANSION TO 4 LANE)
	57'	2 LANE SPECIAL ACCESS COLLECTOR
	TRAFFIC SIGNAL (FINAL LOCATIONS, WHEN WARRANTED, WILL BE DETERMINED AT THE TIME OF SMALL LOT TENTATIVE MAPS)	
	POTENTIAL ROUNDABOUT LOCATION (FEASIBILITY TO BE DETERMINED AT THE TIME OF ADJACENT SMALL LOT TENTATIVE MAPS)	



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Sacramento, CA 95816 Fax 916.341.7767

MAP A-2

(OFFSITE ROADWAY IMPROVEMENTS)
RIO DEL ORO

CITY OF RANCHO CORDOVA CALIFORNIA
OCTOBER, 2014



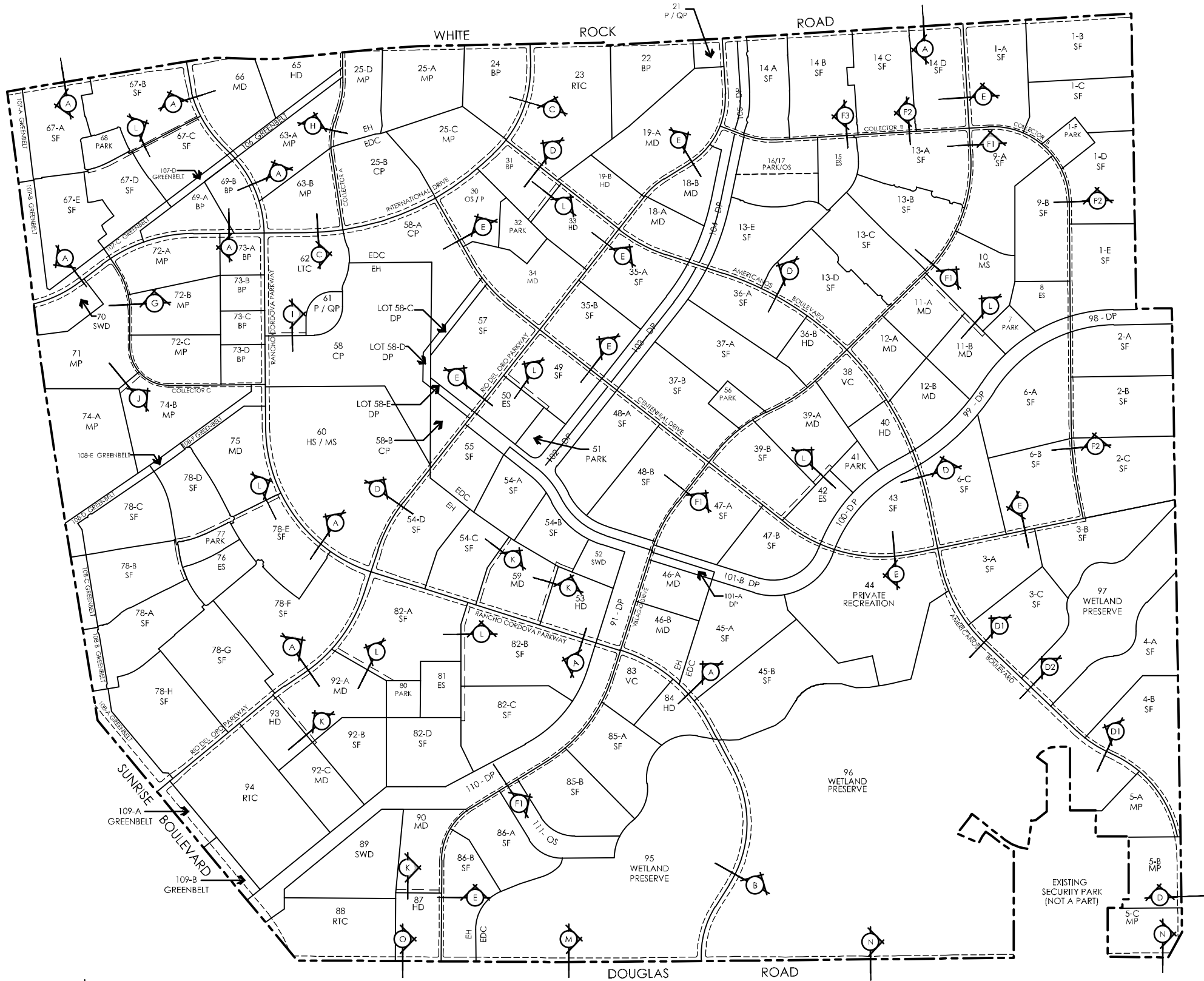
LEGEND

- ON-SITE ROADWAY IMPROVEMENTS
- OFFSITE ROADWAY IMPROVEMENTS



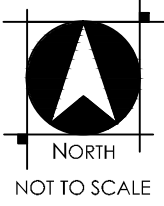
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Sacramento, CA 95816 Fax 916.341.7767

MASTER SECTIONS EXHIBIT
RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 7, 2016

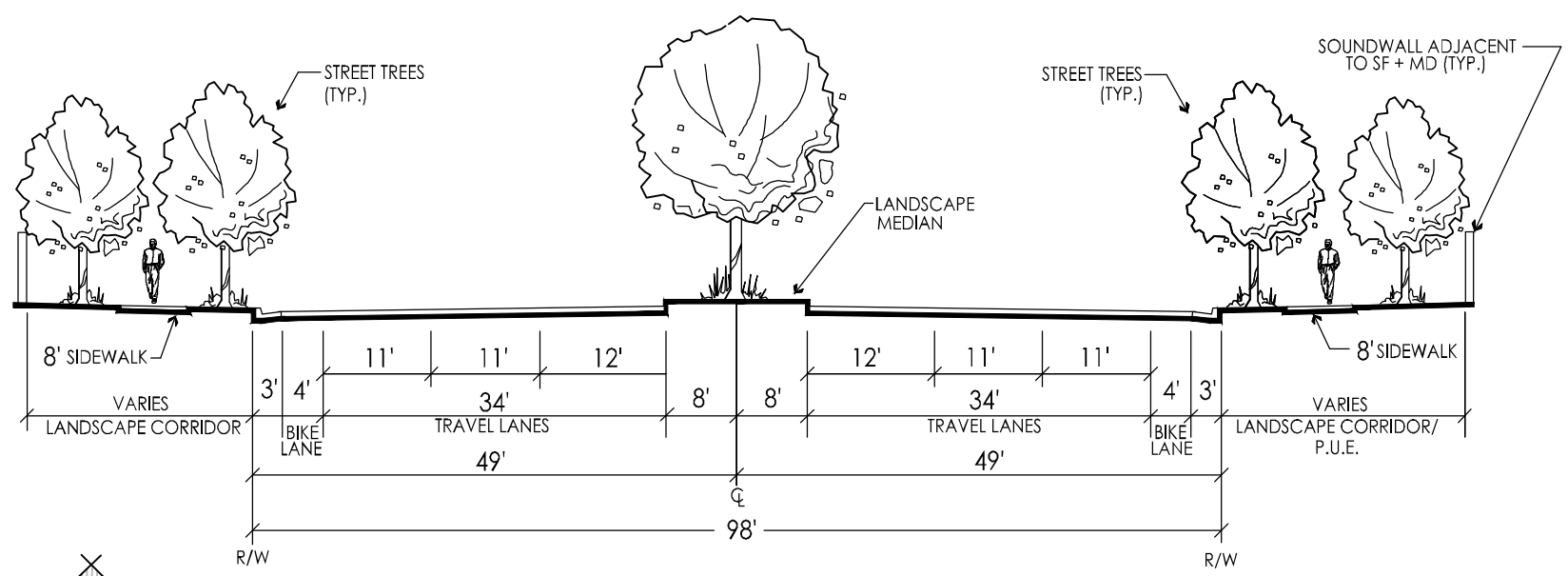


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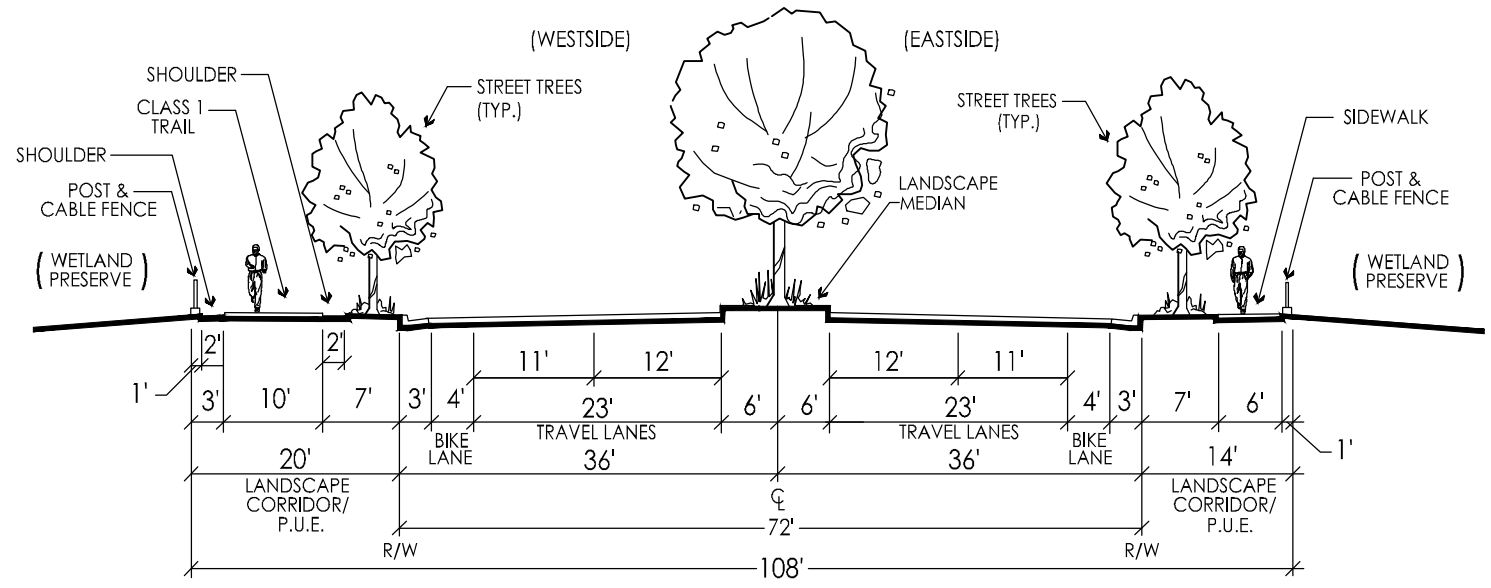
MAP CROSS SECTIONS G THROUGH L ARE PROVIDED TO ESTABLISH LEGAL ACCESS FOR INTERIOR PARCELS. THE LOCATION OF THESE ROADS MAY BE CHANGED, TO THE SATISFACTION OF THE CITY ENGINEER, AT THE SMALL LOT TENTATIVE MAP STAGE OR DURING DESIGN REVIEW FOR PARCELS THAT WILL NOT BE FURTHER SUBDIVIDED.



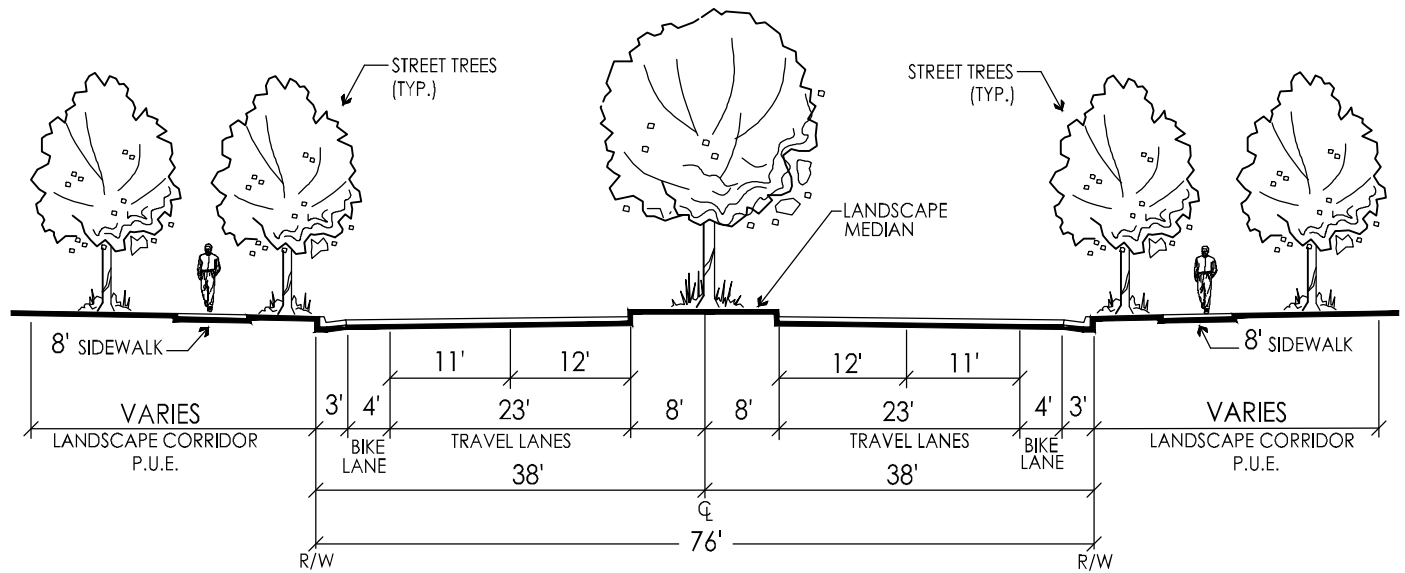
SECTIONS
RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 7, 2016



A 6 LANE MAJOR ARTERIAL
98' STREET SECTION
NOT TO SCALE
-RANCHO CORDOVA PARKWAY (NORTH OF WETLAND PRESERVE)
-RIO DEL ORO PARKWAY (WEST OF RANCHO CORDOVA PARKWAY)
-INTERNATIONAL DRIVE (WEST OF RANCHO CORDOVA PARKWAY)
-WHITE ROCK ROAD



B 4 LANE MAJOR ARTERIAL - SPECIAL SECTION
72' STREET SECTION
NOT TO SCALE
-RANCHO CORDOVA PARKWAY (WITHIN WETLAND PRESERVE)
-108' OVERALL INCLUDING LANDSCAPE CORRIDORS; AS CONSTRAINED BY WETLAND PRESERVE
-LANDSCAPED MEDIAN WIDTH MAY BE REDUCED TO 4' TOTAL WIDTH IF NEEDED FOR SLOPE EASEMENTS WITHIN THE 108' OVERALL CONSTRAINED DEVELOPMENT AREA.

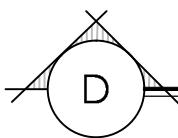
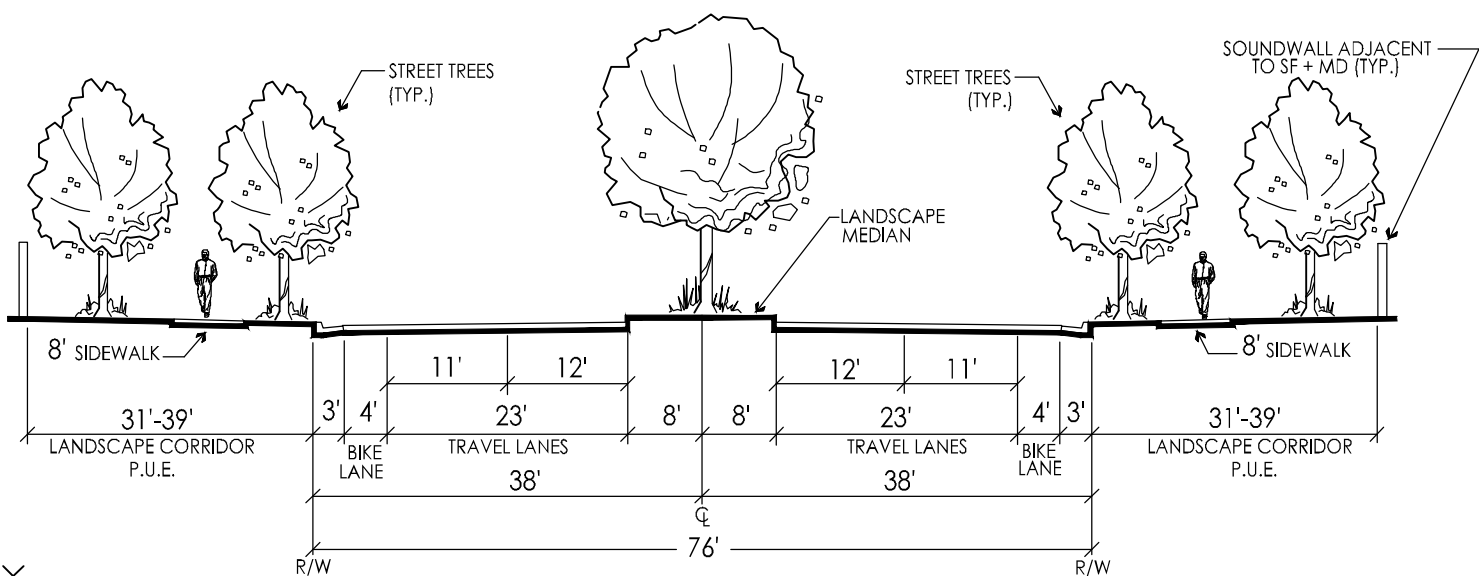


C INTERNATIONAL DRIVE (EAST OF RANCHO CORDOVA PARKWAY)
76' STREET SECTION
NOT TO SCALE

NOT TO SCALE

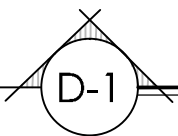
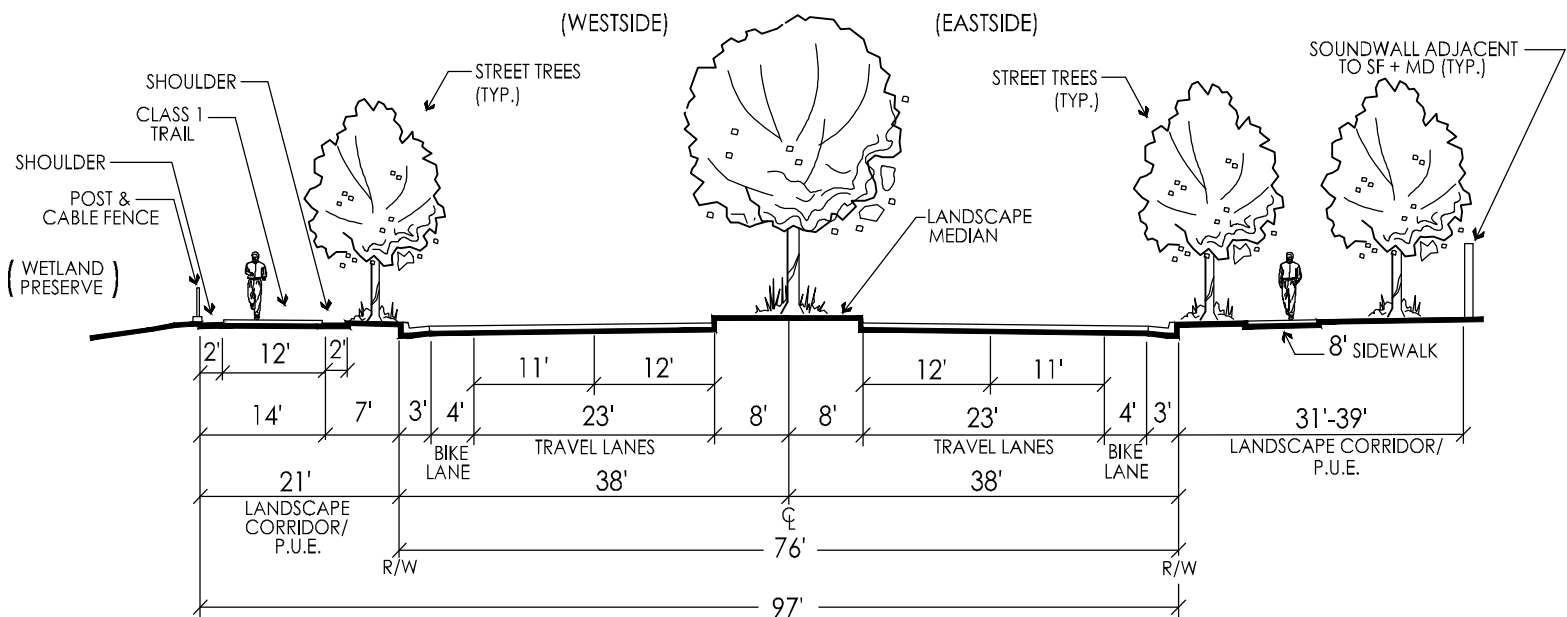
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SECTIONS
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CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 7, 2016



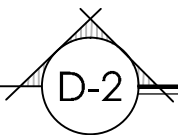
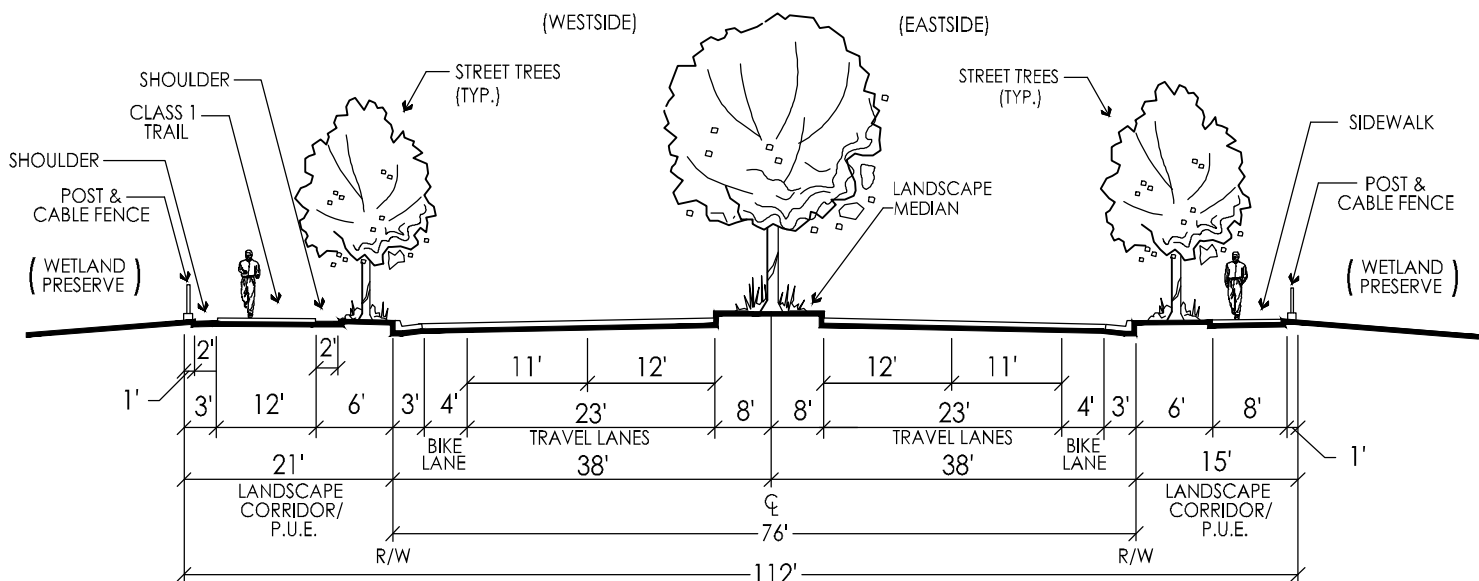
4 LANE MAJOR ARTERIAL

76' STREET SECTION
NOT TO SCALE
-AMERICANOS BOULEVARD
-PORTION OF RIO DEL ORO PARKWAY



AMERICANOS BOULEVARD-SPECIAL SECTION

97' STREET SECTION
NOT TO SCALE
-WETLAND ON WESTSIDE , DEVELOPMENT ON EASTSIDE
-OVERALL WIDTH (97') INCLUDES LANDSCAPE CORRIDOR ON WESTSIDE ONLY

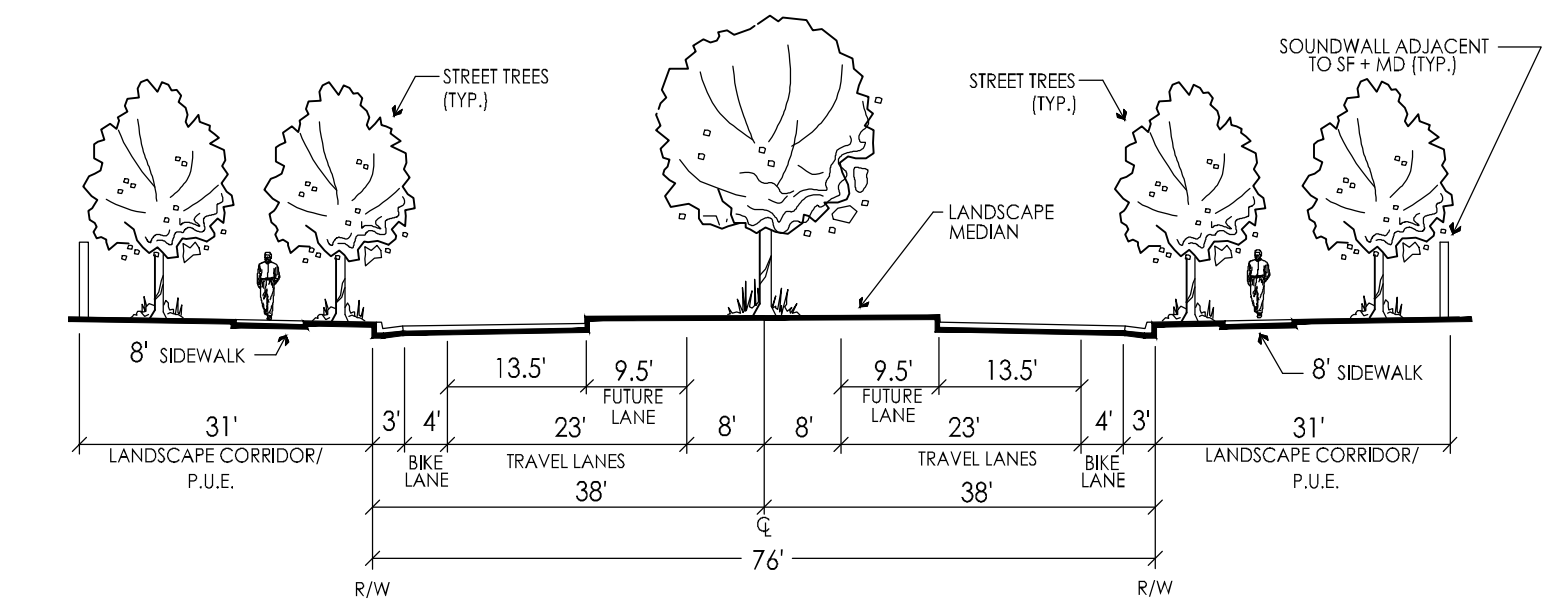


AMERICANOS BOULEVARD-SPECIAL SECTION

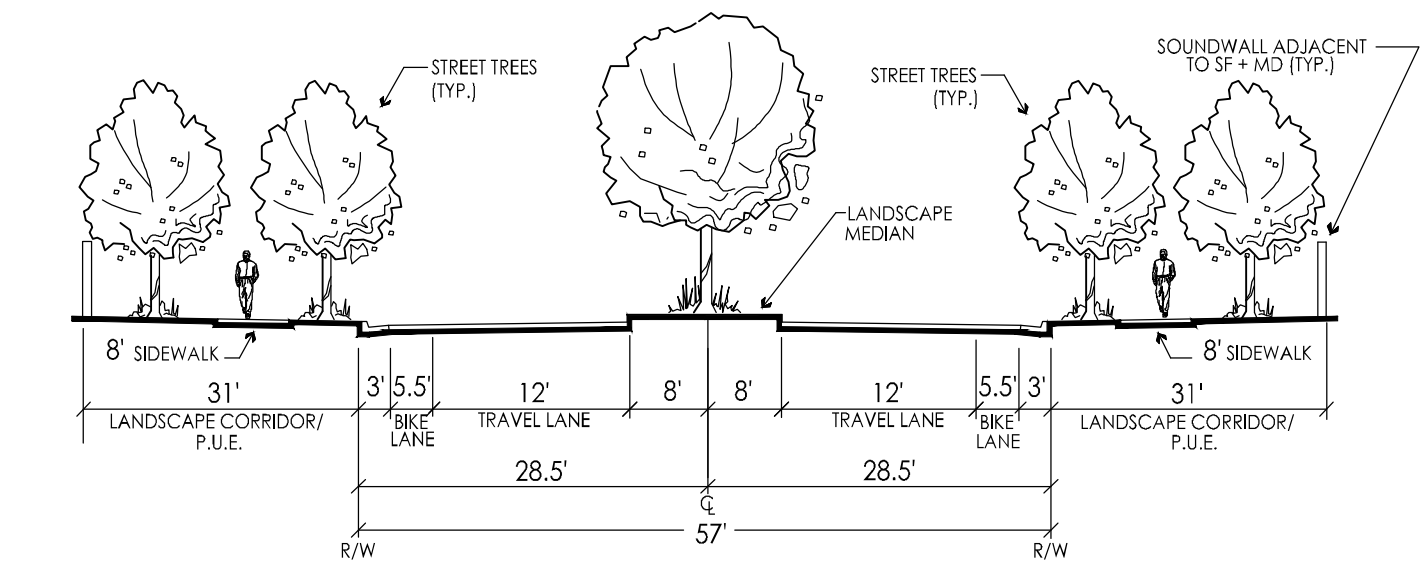
76' STREET SECTION
NOT TO SCALE
-WETLAND ON BOTH SIDES
-OVERALL WIDTH (112') INCLUDES LANDSCAPE CORRIDORS AS CONSTRAINED BY WETLAND PERMIT

NOT TO SCALE

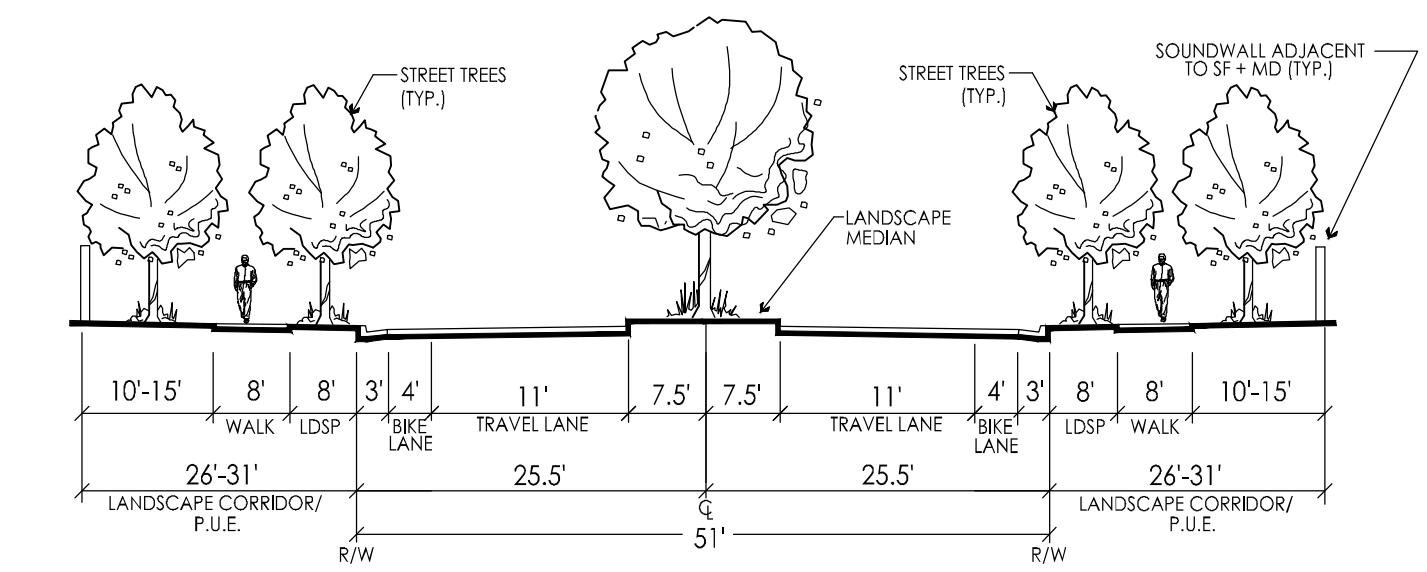
SECTIONS
RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 7, 2016



E 2 LANE SECONDARY ROAD WITH EXPANSION TO 4 LANES
76' STREET SECTION NOT TO SCALE
-RIO DEL ORO PARKWAY (NORTH OF THE DRAINAGE PARKWAY)
-CENTENNIAL DRIVE
-VILLAGIO DRIVE FROM WHITE ROCK TO COLLECTOR-B AND FROM DOUGLAS ROAD TO THE MORRISON CREEK BRIDGE



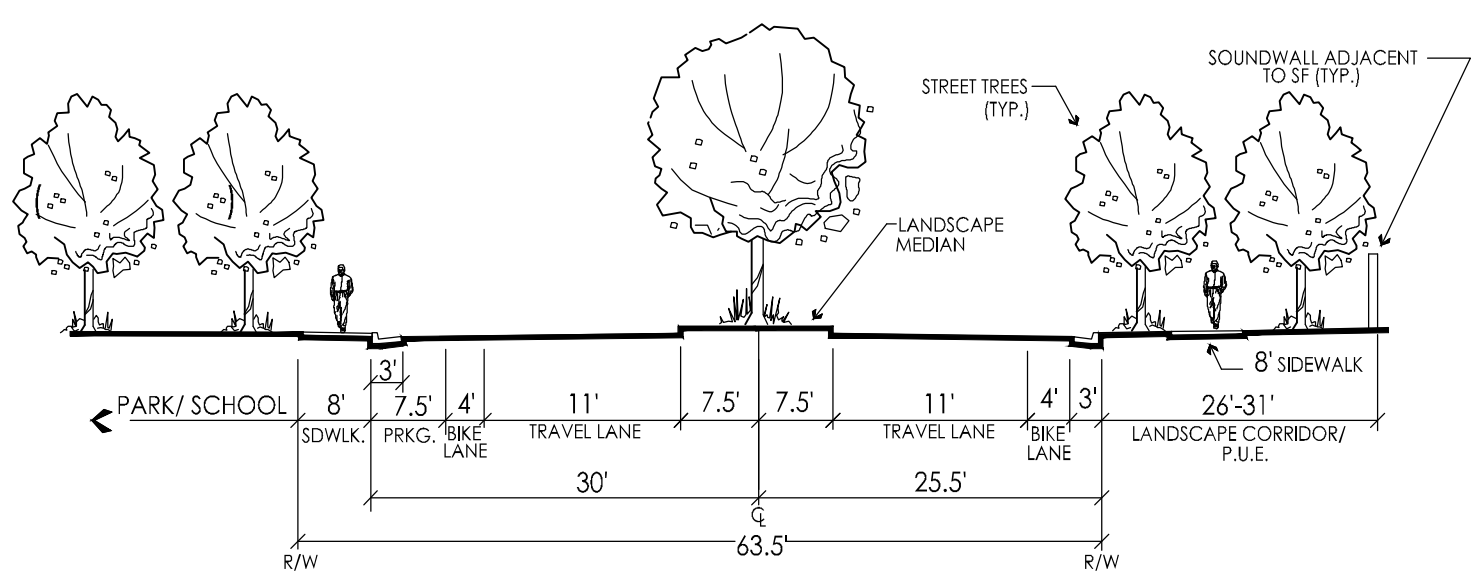
F1 2 LANE SPECIAL ACCESS COLLECTOR
57' STREET SECTION NOT TO SCALE
-CENTRAL PORTION OF VILLAGIO DRIVE



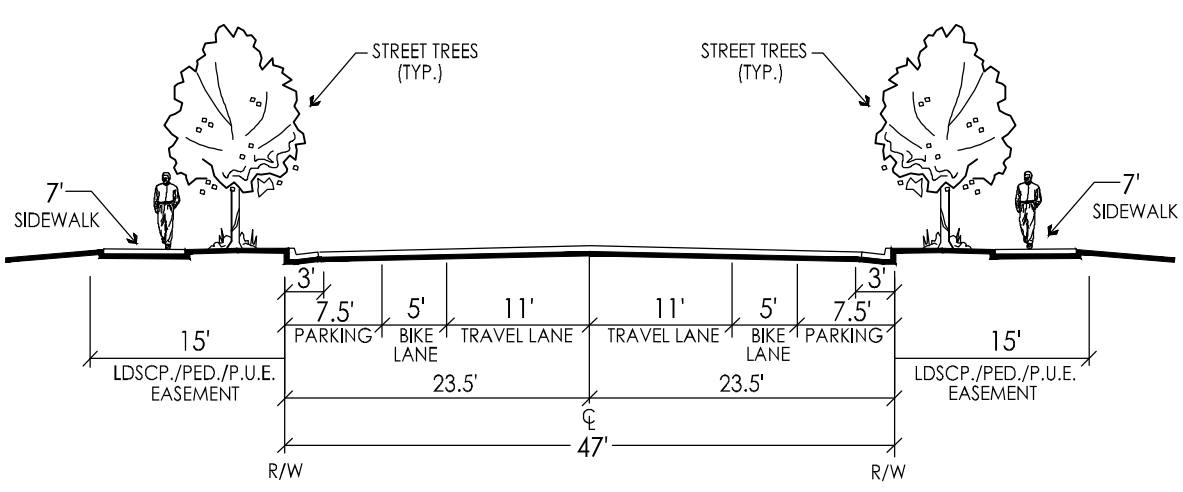
F2 RESIDENTIAL COLLECTOR WITH MEDIAN
51' STREET SECTION NOT TO SCALE
-COLLECTOR B

NOT TO SCALE

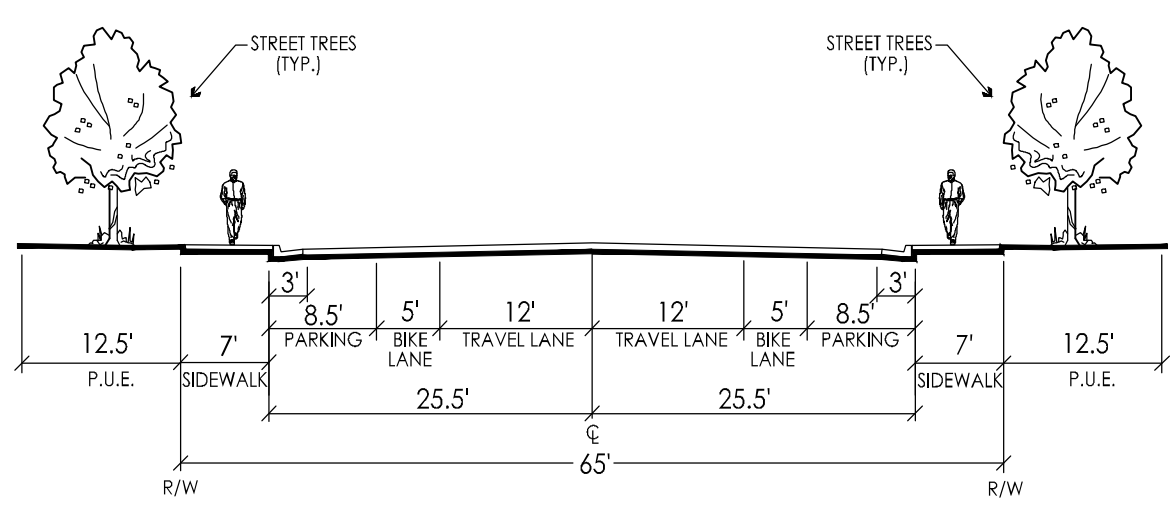
SECTIONS
RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 7, 2016



F-3 RESIDENTIAL COLLECTOR
63.5' STREET SECTION
NOT TO SCALE
-COLLECTOR B, ADJACENT TO PARK AND SCHOOL
-PARKING ADJACENT TO PARK AND SCHOOL



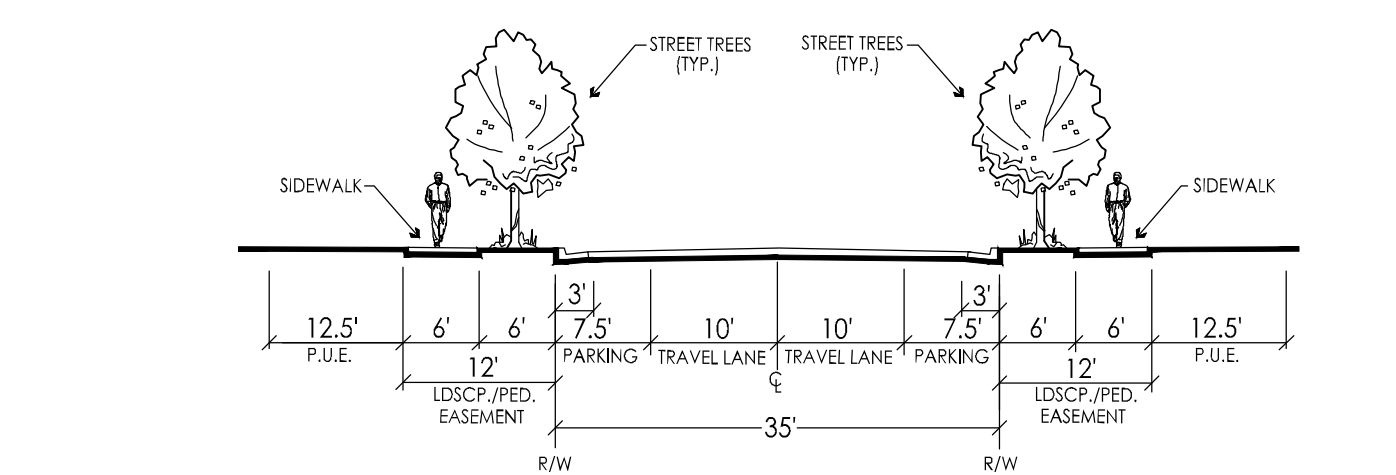
G COMMERCIAL/BUSINESS PARK COLLECTOR
47' STREET SECTION
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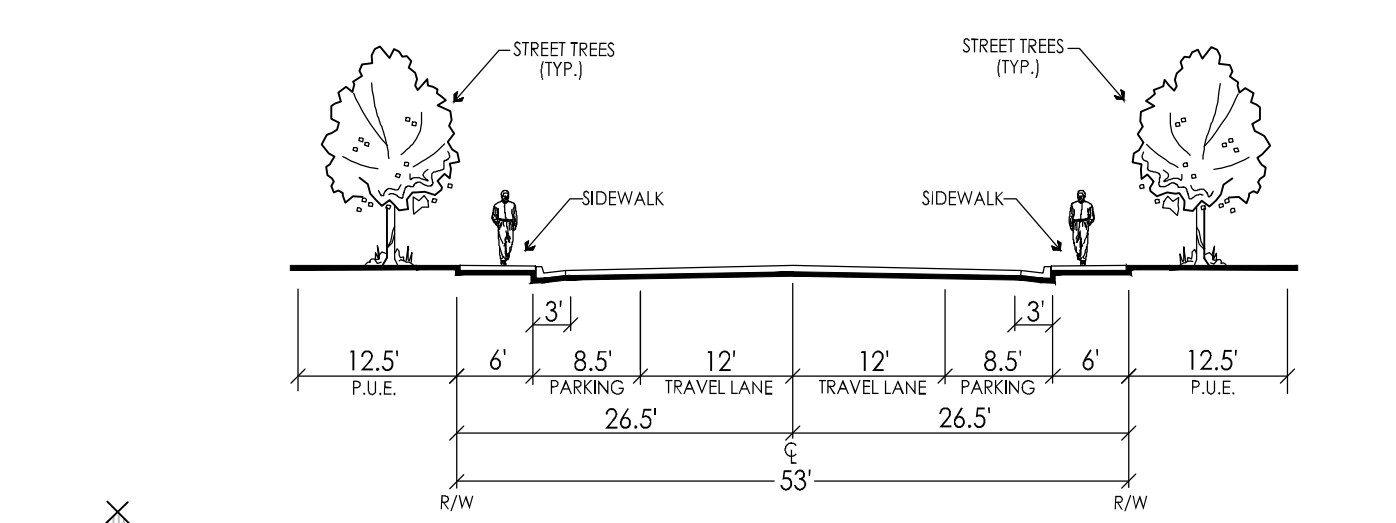
H INDUSTRIAL PARK COLLECTOR
65' STREET SECTION
NOT TO SCALE

NOT TO SCALE

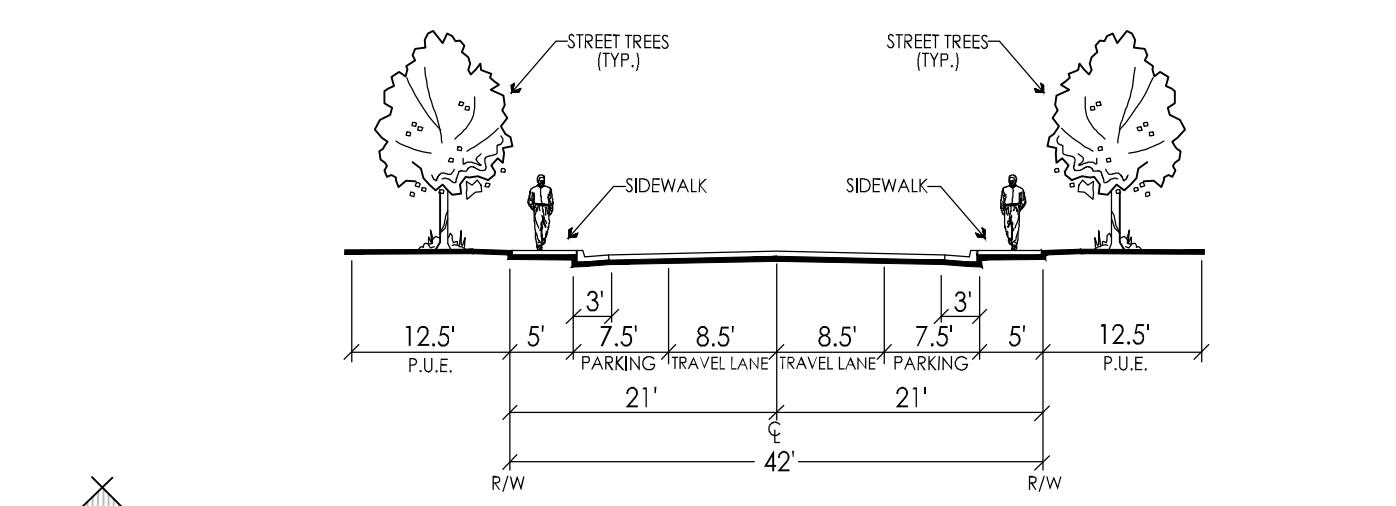
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CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 7, 2016



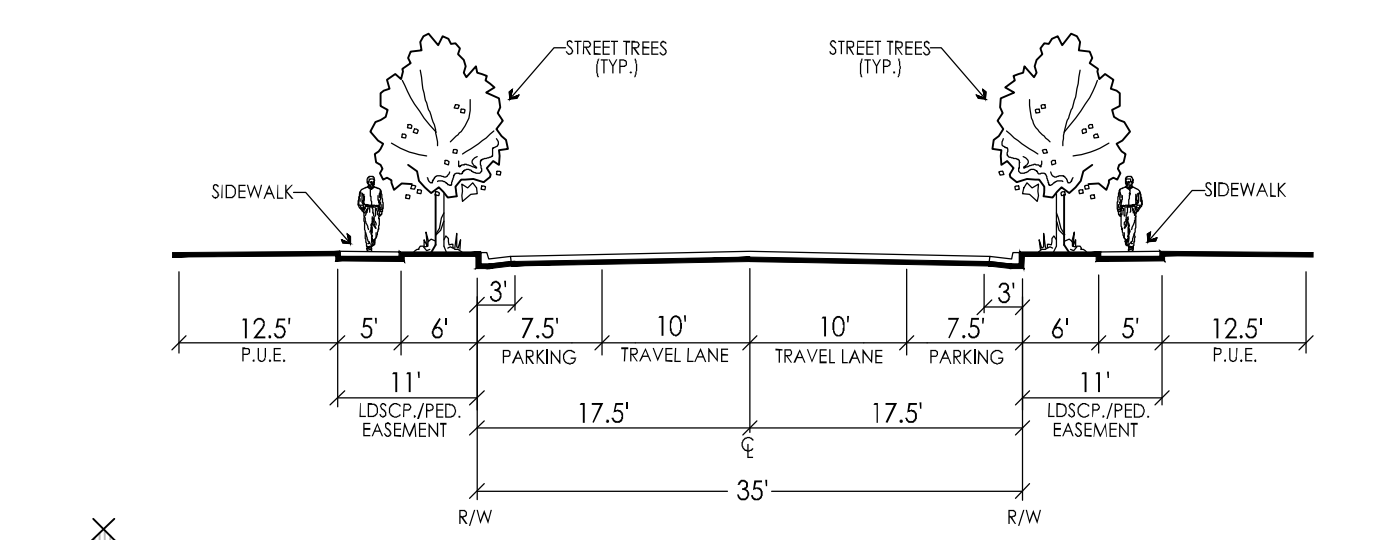
I
COMMERCIAL/BUSINESS PARK LOCAL STREET
35' STREET SECTION
NOT TO SCALE



J
INDUSTRIAL LOCAL STREET
53' STREET SECTION
NOT TO SCALE



K
MINOR RESIDENTIAL WITH ATTACHED WALK
42' STREET SECTION
NOT TO SCALE

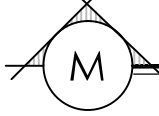
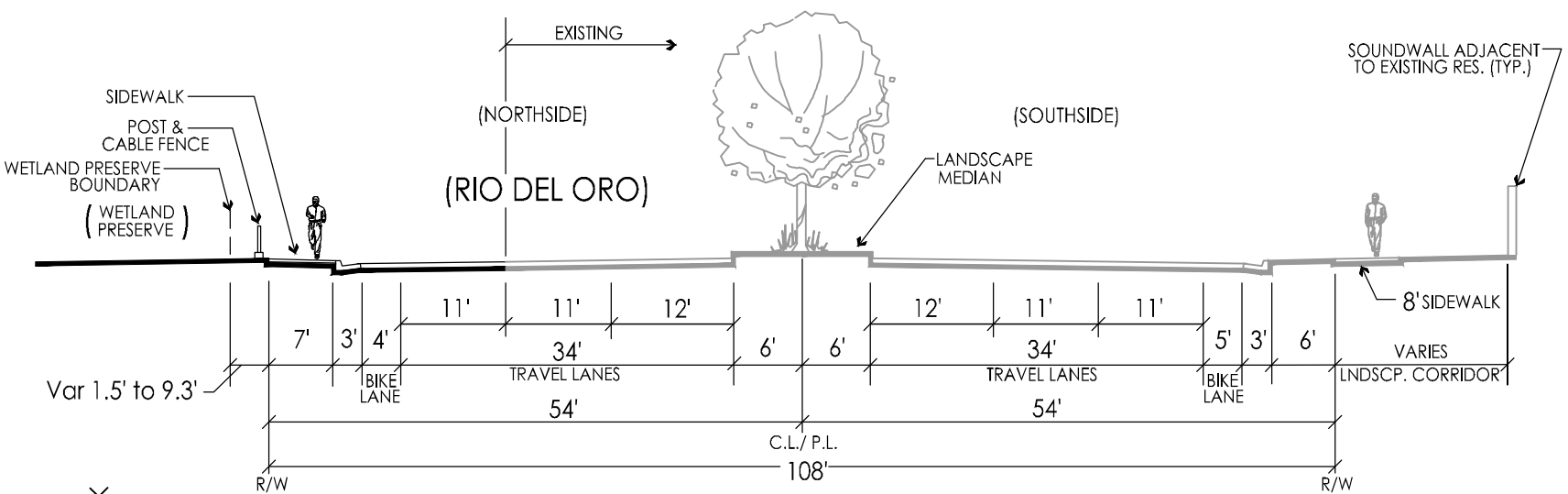


L
PRIMARY RESIDENTIAL WITH PARKING
35' STREET SECTION
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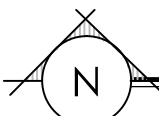
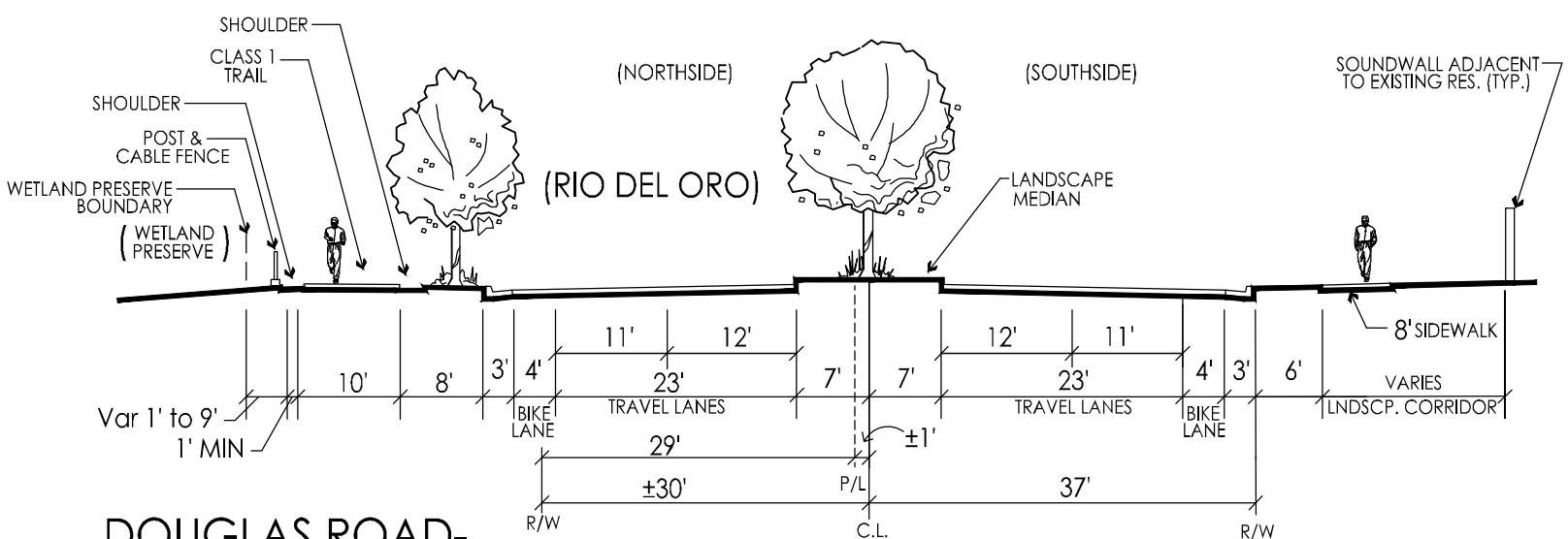
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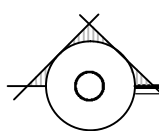
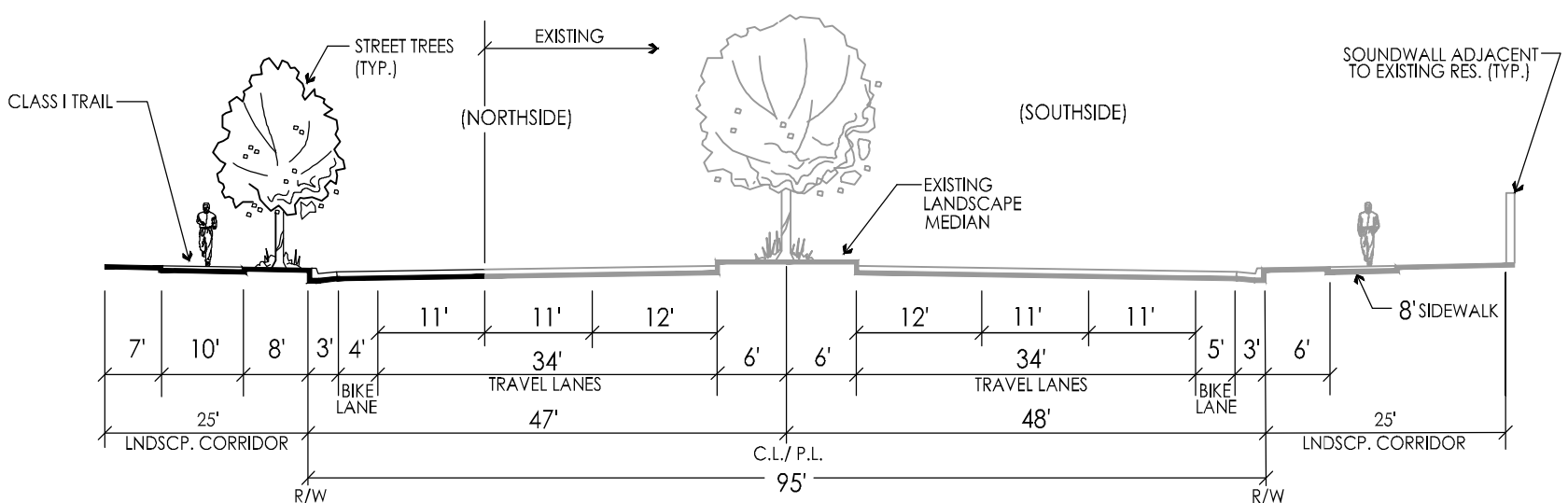
SECTIONS
RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA
JANUARY 7, 2016



DOUGLAS ROAD-WEST OF RANCHO CORDOVA PARKWAY



DOUGLAS ROAD-BETWEEN RANCHO CORDOVA PARKWAY & AMERICANOS BOULEVARD



DOUGLAS ROAD-WEST OF WETLAND PRESERVE

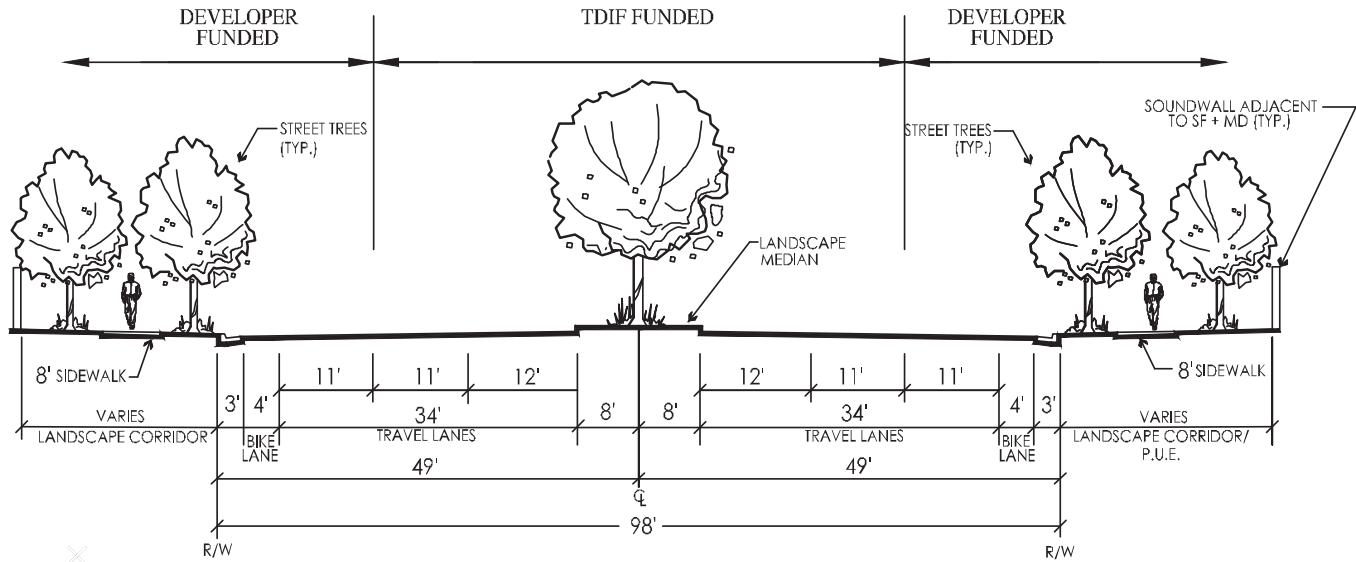
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4-LANE AND 6-LANE FUNDING

RIO DEL ORO

CITY OF RANCHO CORDOVA CALIFORNIA

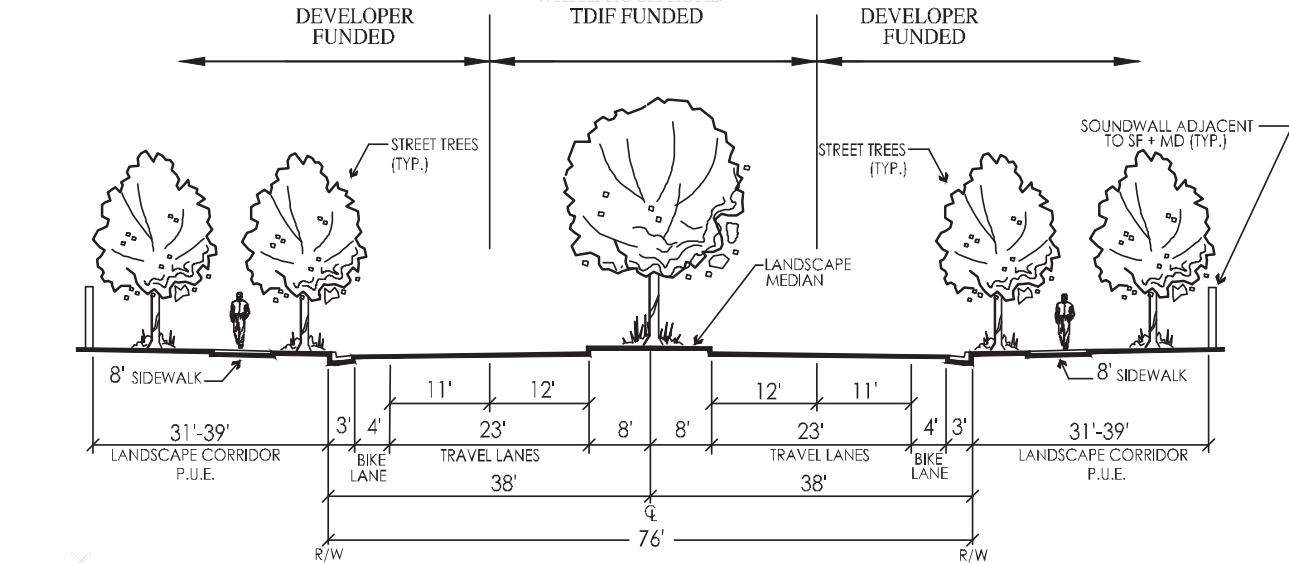
DECEMBER, 2014



6 LANE MAJOR ARTERIAL

98' STREET SECTION
NOT TO SCALE

RANCHO CORDOVA PARKWAY (NORTH OF WETLAND PRESERVE)
RIO DEL ORO PARKWAY (WEST OF RANCHO CORDOVA PARKWAY)
INTERNATIONAL DRIVE (WEST OF RANCHO CORDOVA PARKWAY)
WHITE ROCK ROAD



4 LANE MAJOR ARTERIAL

76' STREET SECTION
NOT TO SCALE

AMERICANOS BOULEVARD
PORTION OF RIO DEL ORO PARKWAY



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

Rio Del Oro Specific Plan

EXHIBIT 3C

Wood Rodgers, Inc.

1032.040

Date: 3-10-2015

Page 1 of 3

Table A-1

Rio del Oro Specific Plan

Infrastructure and Public Facilities Financing Plan

Rio del Oro On-Site Backbone Roadway Costs by Road Segment and Phase

Roadway Costs Phases 1-5

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro DRAFT Large Lot Tentative Map 2013

Reimbursements per Update to the 2035 Transportation CIP and the Nexus Study for the Development Impact Fee Program, dated December 2013

			Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Total	
	Description	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
Off-site Roadway														
White Rock Road (CIP ID 195-200)														
1	CIP + Developer Frontage Impr.	98' ROW (WRR)	2700	\$4,491,300		\$0		\$0		\$0	500	\$831,700	3200	\$5,323,000
1B	LLTM Parcels 65/66 Developer Frontage Impr.	98' ROW (WRR)	1950	\$1,298,700		\$0		\$0		\$0		\$0	1950	\$1,298,700
1A	Intersection (Right-in-Right-out) Village 2	6 x 2	1	\$206,000									1	\$206,000
Subtotal International Drive				\$5,996,000		\$0		\$0		\$0		\$831,700		\$6,827,700
On-site Backbone Roadway CIP Reimbursements														
International Drive (CIP ID 111-114)														
1	Rio del Oro Boundary to Rancho Cordova Parkway	98' ROW		\$1,520		\$0		\$0		\$0	3256	\$4,949,120	3256	\$4,949,120
1A	Signalized Intersection at Collector Road C	6 x 2		\$1,197,000		\$0		\$0		\$0	1	\$1,197,000	1	\$1,197,000
2	Signalized Intersection at Rancho Cordova Parkway	6 x 6		\$2,319,000		\$0		\$0		\$0	1	\$2,319,000	1	\$2,319,000
3	Rancho Cordova Parkway to Collector A	98' ROW		\$1,520		\$0		\$0		\$0	970	\$1,474,400	970	\$1,474,400
4	Signalized Intersection at Centennial Drive	6 x 4		\$2,105,000		\$0		\$0		\$0		\$0	0	\$0
5	Signalized Intersection at Americanos Boulevard	6 x 4		\$2,105,000		\$0		\$0		\$0		\$0	0	\$0
6	Signalized Intersection at White Rock Road	6 x 6		\$2,319,000		\$0		\$0		\$0		\$0	0	\$0
Subtotal International Drive				\$0		\$0		\$0		\$0		\$9,939,520		\$9,939,520
Rancho Cordova Parkway (CIP ID 129-132)														
1	Signalized Intersection at White Rock Road	6 x 6	1	\$1,303,000		\$0		\$0		\$0		\$0	1	\$1,303,000
2	White Rock Road to Phase 1 Boundary	98' ROW	1389	\$2,111,280		\$0		\$0		\$0		\$0	1389	\$2,111,280
3	Phase 1 Boundary to Collector C	98' ROW		\$1,520		\$0		\$0		\$0	3057	\$4,646,640	3057	\$4,646,640
4	Signalized Intersection at Collector Road C	6 x 2		\$325,000		\$0		\$0		\$0	1	\$325,000	1	\$325,000
5	Collector C to Rio del Oro Parkway	98' ROW		\$1,520	3064	\$4,657,280		\$0		\$0		\$0	3064	\$4,657,280
6	Signalized Intersection at High School / Middle School	6 x 2		\$325,000	1	\$325,000		\$0		\$0		\$0	1	\$325,000
7	Signalized Intersection at Rio Del Oro Parkway	6 x 6		\$2,319,000	1	\$2,319,000		\$0		\$0		\$0	1	\$2,319,000
8	Rio Del Oro Parkway to Villagio Drive	98' ROW		\$1,520		\$0		\$0	3418	\$5,195,360		\$0	3418	\$5,195,360
8A	2-12x8 Box Culverts			\$250,000		\$0		\$0	1	\$250,000		\$0	1	\$250,000
9	Signalized Intersection at Villagio Drive	6 x 2		\$1,837,000		\$0		\$0	1	\$1,837,000		\$0	1	\$1,837,000
10	Villagio Drive to Preserve Boundary	98' ROW		\$1,520		\$0		\$0	1800	\$2,736,000		\$0	1800	\$2,736,000
10A	Preserve Boundary to Douglas Road	76' ROW/108 SS		\$1,630		\$0		\$0	3120	\$1,435,200		\$0	3120	\$5,085,600
10A	Preserve Bdry to Douglas Rd-Wetland Frontage	76' ROW/108 SS		\$1,170		\$0		\$0	3120	\$3,650,400		\$0	3120	\$3,650,400
10B	2-8x8 Box Culverts			\$190,000		\$0		\$0		\$0		\$0	0	\$0
11	Signalized Intersection at Douglas Road	6 x 6		\$761,000		\$0		\$0	1	\$761,000		\$0	1	\$761,000
Subtotal Rancho Cordova Parkway				\$3,414,280		\$7,301,280		\$0		\$15,864,960		\$4,971,640		\$35,202,560
Rio del Oro Parkway (CIP ID 1-4)														
1	Signalized Intersection at Sunrise Boulevard	6 x 6		\$805,000		\$0	1	\$805,000		\$0		\$0	1	\$805,000
2	Sunrise Boulevard to Rancho Cordova Parkway	98' ROW		\$1,520	3782	\$5,748,640		\$0		\$0		\$0	3782	\$5,748,640
3	Signalized Intersection at High Density	6 x 2		\$325,000		\$0	1	\$325,000		\$0		\$0	1	\$325,000
4	Signalized Intersection at Medium Density	6 x 2		\$325,000		\$0	1	\$325,000		\$0		\$0	1	\$325,000
5	Rancho Cordova Parkway to Phase 2 Boundary	76' ROW(2 Outer		\$1,170	1578	\$1,846,260		\$0		\$0		\$0	1578	\$1,846,260
5A	Rancho Cordova Parkway to Phase 2 Boundary	76' ROW (2 medi		\$800	1578	\$1,262,400		\$0		\$0		\$0	1578	\$1,262,400
5B	2-8x6 Box Culverts			\$160,000		\$0		\$0		\$0		\$0	0	\$0
6	Signalized Intersection at Centennial Drive	4 x 4		\$2,124,000		\$0		\$0		\$0		\$0	0	\$0
7	Centennial Drive to Americanos Boulevard	76' ROW(2 lanes		\$1,280		\$0		\$0		\$0		\$0	0	\$0
8	Signalized Intersection at Americanos Boulevard	4 x 4		\$2,124,000		\$0		\$0		\$0		\$0	0	\$0
9	Drainage Parkway to White Rock Road	76' ROW(2 lanes		\$1,280		\$0		\$0		\$0		\$0	0	\$0

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Table A-1

Rio del Oro Specific Plan

Infrastructure and Public Facilities Financing Plan

Rio del Oro On-Site Backbone Roadway Costs by Road Segment and Phase

Roadway Costs Phases 1-5

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro DRAFT Large Lot Tentative Map 2013

Reimbursements per Update to the 2035 Transportation CIP and the Nexus Study for the Development Impact Fee Program, dated December 2013

	Description	Unit Cost	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Total	
			Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
10	Signalized Intersection at White Rock Road	6 x 4		\$0		\$0		\$0		\$0		\$0	0	\$0
	Subtotal Rio del Oro Parkway			\$0		\$10,312,300		\$0		\$0		\$0		\$10,312,300
	Centennial Drive (CIP ID 24.1-24.4)													
1	International Drive to Rio Del Oro Parkway	76' ROW(2 lanes		\$0		\$0		\$0		\$0		\$0	0	\$0
2	Rio Del Oro Parkway to Villagio/PH-A Boundary	76' ROW(2 lanes		\$0		\$0		\$0		\$0		\$0	0	\$0
2A	2-12x8 Box Culverts			\$250,000		\$0		\$0		\$0		\$0	0	\$0
3	Roundabout at Villagio Drive			\$200,000		\$0		\$0		\$0		\$0	0	\$0
4	Villagio/PH-C to Americanos Boulevard	76' ROW(2 lanes		\$0		\$0		\$0		\$0		\$0	0	\$0
4A	2-10x8 Box Culverts			\$230,000		\$0		\$0		\$0		\$0	0	\$0
5	Signalized Intersection at Americanos Boulevard	4 x 4		\$2,124,000		\$0		\$0		\$0		\$0	0	\$0
6	Americanos Boulevard to Collector B	76' ROW(2 lanes		\$0		\$0		\$0		\$0		\$0	0	\$0
	Subtotal Centennial Drive			\$0		\$0								
	Americanos Boulevard (CIP ID 27-30)													
1	International Drive to Rio Del Oro Parkway	76' ROW		\$1,320		\$0		\$0		\$0		\$0	0	\$0
2	Rio Del Oro Parkway to Villagio Drive	76' ROW		\$1,320		\$0		\$0		\$0		\$0	0	\$0
2A	2-10x8 Box Culverts			\$230,000		\$0		\$0		\$0		\$0	0	\$0
3	Signalized Intersection at Villagio Drive	4 x 2		\$325,000		\$0		\$0		\$0		\$0	0	\$0
4	Villagio Drive to Centennial Drive	76' ROW		\$1,320		\$0		\$0		\$0		\$0	0	\$0
4A	2-10x8 Box Culverts			\$230,000		\$0		\$0		\$0		\$0	0	\$0
5	Centennial Drive to Douglas Road	76' ROW		\$1,320		\$0		\$0		\$0		\$0	0	\$0
5A	2-8x8 Box Culverts			\$190,000		\$0		\$0		\$0		\$0	0	\$0
6	Signalized Intersection at Douglas Road	4 x 2		\$325,000		\$0		\$0		\$0		\$0	0	\$0
	Subtotal Americanos Boulevard			\$0		\$0		\$0		\$0		\$0		\$0
	Villagio Drive (CIP ID 8-11)													
1	Signalized Intersection at White Rock Road	6 x 2		\$325,000		\$0		\$0		\$0		\$0	0	\$0
		76' ROW(2 lanes, Rsv ROW 4 lanes)												
2	White Rock Road to Collector B			\$1,280		\$0		\$0		\$0		\$0	0	\$0
3	Roundabout at Collector B			\$200,000		\$0		\$0		\$0		\$0	0	\$0
4	Collector B to Americanos Boulevard	57' ROW		\$1,090		\$0		\$0		\$0		\$0	0	\$0
5	Americanos Blvd to Drainage Parkway/Ph-5 Bdry	57' ROW		\$1,090		\$0		\$0		\$0		\$0	0	\$0
6	Ph-4 Boundary to Morrison Creek Bridge	57' ROW		\$1,090		\$0		\$0	3890	\$4,240,100		\$0	3890	\$4,240,100
6A	2-8x8 Box Culverts			\$190,000		\$0		\$0	1	\$190,000		\$0	1	\$190,000
		76' ROW(2 lanes, Rsv ROW 4 lanes)												
7	Morrison Creek Bridge to Douglas Road			\$1,280		\$0	2000	\$2,560,000	500	\$640,000		\$0	2500	\$3,200,000
8	Signalized Intersection at Medium / High Density	2 x 2		\$325,000		\$0		\$0		\$0		\$0	0	\$0
9	Signalized Intersection at Douglas Road	6 x 2		\$1,357,000		\$0	1	\$1,357,000		\$0		\$0	1	\$1,357,000
	Subtotal Villagio Drive			\$0		\$0		\$3,917,000		\$5,070,100		\$0		\$8,987,100
	Douglas Road (CIP ID 56-58)													
1	Sunrise Boulevard to Villagio Drive	98' ROW		\$1,520		\$0	2000	\$3,040,000		\$0		\$0	2000	\$3,040,000
2	Rio Del Oro Boundary Douglas Frontage	Douglas Frontage		\$380		\$0	460	\$174,800		\$0		\$0	460	\$174,800
	Subtotal Douglas Road			\$0		\$0		\$3,214,800		\$0		\$0		\$3,214,800
	Sunrise Boulevard (CIP ID 180)													

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Table A-1

Rio del Oro Specific Plan

Infrastructure and Public Facilities Financing Plan

Rio del Oro On-Site Backbone Roadway Costs by Road Segment and Phase

Roadway Costs
Phases 1-5

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro DRAFT Large Lot Tentative Map 2013

Reimbursements per Update to the 2035 Transportation CIP and the Nexus Study for the Development Impact Fee Program, dated December 2013

	Description	Unit Cost	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Total	
			Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
1	Signalized Intersection at RTC	6 x 2		\$0		\$0	1	\$1,285,000		\$0		\$0	1	\$1,285,000
	Subtotal Sunrise Boulevard			\$0		\$0		\$1,285,000		\$0		\$0		\$1,285,000
Collector A														
1	White Rock Road to International Drive	65' ROW		\$0		\$0		\$0		\$0	2269	\$1,588,300	2269	\$1,588,300
2	Signalized Intersection at White Rock Road	6 x 2		\$0		\$0		\$0		\$0	1	\$1,073,000	1	\$1,073,000
	Subtotal Collector A			\$0		\$0		\$0		\$0		\$1,588,300		\$1,588,300
Collector C														
1	International Drive to Rancho Cordova Parkway	47' ROW		\$0		\$0		\$0		\$0	3182	\$2,386,500	3182	\$2,386,500
	Subtotal Collector C			\$0		\$0		\$0		\$0		\$2,386,500		\$2,386,500
Collector B														
1	Rio Del Oro Parkway to Villagio Drive	57' ROW		\$0		\$0		\$0		\$0		\$0	0	\$0
2	Villagio Drive to Centennial Drive	57' ROW		\$0		\$0		\$0		\$0		\$0	0	\$0
2A	2- 8 x 6 Culverts			\$0		\$0		\$0		\$0		\$0	0	\$0
	Subtotal Collector B			\$0		\$0		\$0		\$0		\$0		\$0
	Estimated On-Site Backbone Roadway Cost			\$9,410,280		\$17,613,580		\$8,416,800		\$20,935,060		\$19,717,660		\$79,743,780

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Table A-2
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro On-Site Backbone Roadway Costs by Road Segment and Phase

Roadway Costs
Phases A-E

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro Specific Plan
Reimbursements per Transportation System et. al. Development Impact Fee Nexus Report and Capital Facility Program, dated October, 2005

	Description	Unit Cost	Quantity	Phase A Total	Phase B Total	Phase C Total	Phase D Total	Phase E Total	Total Total
Off-site Roadway									
White Rock Road (CIP ID 195-200)									
1	CIP + Developer Frontage Impr.	\$1,911	7200	\$13,757,615	5110	\$9,764,085	\$0	\$0	\$0
	Subtotal White Rock Road			\$13,757,615		\$9,764,085	\$0	\$0	\$23,521,700
On-site Backbone Roadway CIP Reimbursements									
International Drive (CIP ID 111-114)									
1	Rio del Oro Boundary to Rancho Cordova Parkway	\$1,520		\$0	\$0	\$0	\$0	\$0	\$0
1A	Signalized Intersection at Collector Road C	\$1,197,000		\$0	\$0	\$0	\$0	\$0	\$0
2	Signalized Intersection at Rancho Cordova Parkway	\$2,319,000		\$0	\$0	\$0	\$0	\$0	\$0
3	Collector A to White Rock Road	\$1,280		\$0	\$0	\$0	\$0	\$0	\$0
4	Signalized Intersection at Centennial Drive	\$2,105,000		\$0	\$0	\$0	\$0	\$4,889,600	\$4,889,600
5	Signalized Intersection at Americanos Boulevard	\$2,105,000		\$0	\$0	\$0	\$0	\$2,105,000	\$2,105,000
6	Signalized Intersection at White Rock Road	\$1,303,000		\$0	\$0	\$0	\$0	\$1,303,000	\$1,303,000
	Subtotal International Drive			\$0	\$0	\$0	\$0	\$10,402,600	\$10,402,600
Rancho Cordova Parkway (CIP ID 129-132)									
1	Signalized Intersection at White Rock Road	\$1,303,000		\$0	\$0	\$0	\$0	\$0	\$0
2	White Rock Road to Phase 1 Boundary	\$1,520		\$0	\$0	\$0	\$0	\$0	\$0
3	Phase 1 Boundary to Collector C	\$1,520		\$0	\$0	\$0	\$0	\$0	\$0
4	Signalized Intersection at Collector Road C	\$325,000		\$0	\$0	\$0	\$0	\$0	\$0
5	Collector C to Rio del Oro Parkway	\$1,520		\$0	\$0	\$0	\$0	\$0	\$0
6	Signalized Intersection at High School / Middle School	\$325,000		\$0	\$0	\$0	\$0	\$0	\$0
7	Signalized Intersection at Rio Del Oro Parkway	\$2,319,000		\$0	\$0	\$0	\$0	\$0	\$0
8	Rio Del Oro Parkway to Villagio Drive	\$1,520		\$0	\$0	\$0	\$0	\$0	\$0
8A	2-12x8 Box Culverts	\$250,000		\$0	\$0	\$0	\$0	\$0	\$0
9	Signalized Intersection at Villagio Drive	\$1,837,000		\$0	\$0	\$0	\$0	\$0	\$0
10	Villagio Drive to Preserve Boundary	\$1,520		\$0	\$0	\$0	\$0	\$0	\$0
10A	Preserve Boundary to Douglas Road	\$1,630		\$0	\$0	\$0	\$0	\$0	\$0
10B	2-8x8 Box Culverts	\$190,000		\$0	\$0	\$0	\$0	\$0	\$0
11	Signalized Intersection at Douglas Road	\$761,000		\$0	\$0	\$0	\$0	\$0	\$0
	Subtotal Rancho Cordova Parkway			\$0	\$0	\$0	\$0	\$0	\$0
Rio del Oro Parkway (CIP ID 1-4)									
1	Signalized Intersection at Sunrise Boulevard	\$805,000		\$0	\$0	\$0	\$0	\$0	\$0
2	Sunrise Boulevard to Rancho Cordova Parkway	\$1,520		\$0	\$0	\$0	\$0	\$0	\$0
3	Signalized Intersection at High Density	\$325,000		\$0	\$0	\$0	\$0	\$0	\$0
4	Signalized Intersection at Medium Density	\$325,000		\$0	\$0	\$0	\$0	\$0	\$0
5	Rancho Cordova Parkway to Phase 2 Boundary	\$1,170		\$0	\$0	\$0	\$0	\$0	\$0
5A	Rancho Cordova Parkway to Phase 2 Boundary	\$800		\$0	\$0	\$0	\$0	\$0	\$0
5B	2-8x6 Box Culverts	\$160,000		\$0	\$0	\$160,000	\$0	\$0	\$160,000
6	Signalized Intersection at Centennial Drive	\$2,124,000		\$0	\$0	\$2,124,000	\$0	\$0	\$2,124,000
7A	Phase C Boundary to Drainage Parkway	\$1,170		\$0	\$0	\$972,270	\$0	\$831	\$972,270
7B	Phase C Boundary to Drainage Parkway	\$800		\$0	\$0	\$664,800	\$0	\$831	\$664,800
8	Signalized Intersection at Americanos Boulevard	\$2,124,000		\$0	\$0	\$2,124,000	\$0	\$1	\$2,124,000
9	Drainage Parkway to White Rock Road	\$1,020		\$0	\$0	\$4,217,700	\$0	\$4135	\$4,217,700
10	Signalized Intersection at White Rock Road	\$1,020	400	\$408,000	\$0	\$1,020	\$0	\$0	\$409,020
	Subtotal Rio del Oro Parkway			\$408,000	\$0	\$10,263,790	\$0	\$0	\$10,671,790

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Table A-2
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro On-Site Backbone Roadway Costs by Road Segment and Phase

Roadway Costs
Phases A-E

Per Circulation Plan dated March 2008, Street Section per Rio del Oro Specific Plan
Reimbursements per Transportation System et. al. Development Impact Fee Nexus Report and Capital Facility Program, dated October, 2005

	Description	Unit Cost	Quantity	Phase A Total	Quantity	Phase B Total	Quantity	Phase C Total	Quantity	Phase D Total	Quantity	Phase E Total	Quantity	Total Total
Centennial Drive (CIP ID 24.1-24.4)														
1	International Drive to Rio Del Oro Parkway	76' ROW(2 lanes, Rsv ROW 4	\$1,280	\$0		\$0	2131	\$2,727,680		\$0		\$0	2131	\$2,727,680
2	Rio Del Oro Parkway to Villagio/PH-B Boundary	76' ROW(2 lanes, Rsv ROW 4	\$1,280	\$0		\$0	2770	\$3,545,600		\$0		\$0	2770	\$3,545,600
2A	2-12x8 Box Culverts		\$250,000	\$0		\$0	1	\$250,000		\$0		\$0	1	\$250,000
3	Roundabout at Villagio Drive		\$200,000	\$0	1	\$200,000		\$0		\$0		\$0	1	\$200,000
4	Villagio/PH-C to Americanos Boulevard	76' ROW(2 lanes, Rsv ROW 4	\$1,280	\$0	3386	\$4,334,080		\$0		\$0		\$0	3386	\$4,334,080
4A	2-10x8 Box Culverts		\$230,000	\$0	1	\$230,000		\$0		\$0		\$0	1	\$230,000
5	Signalized Intersection at Americanos Boulevard	4 x 4	\$2,124,000	\$0	1	\$2,124,000		\$0		\$0		\$0	1	\$2,124,000
6	Americanos Boulevard to Collector B	76' ROW(2 lanes, Rsv ROW 4	\$1,280	\$0		\$0		\$0	1901	\$2,433,280		\$0	0	\$2,433,280
Subtotal Centennial Drive				\$0				\$6,523,280		\$2,433,280		\$0		\$15,844,640
Americanos Boulevard (CIP ID 27-30)														
1	International Drive to PH-A Bdry	76' ROW	\$1,280	\$0		\$0	1970	\$2,521,600		\$0	819	\$1,048,320	2789	\$3,569,920
2	Phase A Boundary to Villagio Drive	76' ROW	\$1,280	\$3,072,000		\$0		\$0		\$0		\$0	2400	\$3,072,000
2A	2-10x8 Box Culverts		\$230,000	\$0		\$0	1	\$230,000		\$0		\$0	1	\$230,000
3	Signalized Intersection at Villagio Drive	4 x 2	\$325,000	\$325,000		\$0		\$0		\$0		\$0	1	\$325,000
4	Villagio Drive to Centennial Drive	76' ROW	\$1,280	\$0	2836	\$3,630,080		\$0		\$0		\$0	2836	\$3,630,080
4A	2-10x8 Box Culverts		\$230,000	\$0	1	\$230,000		\$0		\$0		\$0	1	\$230,000
5	Centennial Drive to Douglas Road	76' ROW	\$1,170	\$0		\$0		\$0	5330	\$9,924,200		\$0	0	\$9,924,200
5	Centennial Dr.to Douglas Rd-Wetland Frontage	76' ROW	\$1,170	\$0		\$0		\$0	4000	\$2,340,000		\$0	0	\$2,340,000
5A	Existing Roadway Widening to Douglas Road		\$300	\$300		\$300		\$300	1316	\$723,590		\$300	0	\$724,790
5B	2-8x8 Box Culverts		\$190,000	\$0		\$0		\$0	1	\$190,000		\$0	0	\$190,000
6	Signalized Intersection at Douglas Road	4 x 2	\$325,000	\$0		\$0		\$0	1	\$325,000		\$0	0	\$325,000
Subtotal Americanos Boulevard				\$3,397,300		\$3,860,380		\$2,751,900		\$13,502,790		\$1,048,620		\$24,560,990
Villagio Drive (CIP ID 8-11)														
1	Signalized Intersection at White Rock Road	South Leg	\$1,280	400	\$512,000		\$0			\$0		\$0	400	\$512,000
2	White Rock Road to Collector B	76' ROW(2 lanes, Rsv ROW 4	\$1,280	882	\$1,128,960		\$0			\$0		\$0	882	\$1,128,960
3	Roundabout at Collector B		\$200,000	1	\$200,000		\$0			\$0		\$0	1	\$200,000
4	Collector B to Americanos Boulevard	57' ROW	\$1,090	3280	\$3,575,200		\$0			\$0		\$0	3280	\$3,575,200
4B	Americanos Blvd to Centennial Drive	57' ROW	\$1,090	\$0	2112	\$2,302,080		\$0		\$0		\$0	2112	\$2,302,080
5	Centennial Drive to Phase 4 Boundary	57' ROW	\$1,090	\$0	1250	\$1,362,500		\$0		\$0		\$0	1250	\$1,362,500
6	Ph-4 Boundary to Morrison Creek Bridge	57' ROW	\$1,090	\$0		\$0		\$0		\$0		\$0	0	\$0
6A	2-8x8 Box Culverts		\$190,000	\$0		\$0		\$0		\$0		\$0	0	\$0
7	Morrison Creek Bridget to Douglas Road	76' ROW(2 lanes, Rsv ROW 4	\$1,280	\$0		\$0		\$0		\$0		\$0	0	\$0
8	Signalized Intersection at Medium / High Density	2 x 2	\$325,000	\$0		\$0		\$0		\$0		\$0	0	\$0
9	Signalized Intersection at Douglas Road	6 x 2	\$1,357,000	\$0		\$0		\$0		\$0		\$0	0	\$0
Subtotal Villagio Drive				\$5,416,160		\$3,664,580		\$0		\$0		\$0		\$9,080,740
Douglas Road (CIP ID 56-58)														
1	Rio Del Oro Boundary Douglas Frontage	Douglas Frontage	\$380	0	\$0	800	\$304,000	0	\$0	0	\$0	0	800	\$304,000
2	Rio Del Oro Wetlands Douglas Frontage	Douglas Frontage	\$380	0	\$0		\$0	0	\$0	7050	\$2,679,000	0	7050	\$2,679,000
Subtotal Douglas Frontage					\$0		\$304,000		\$0		\$2,679,000		\$0	\$2,983,000
Collector Road A														
1	White Rock Road to International Drive	65' ROW	\$380		\$0		\$0		\$0		\$0		0	\$0
2	Signalized Intersection at White Rock Road	6 x 2	\$1,057,000		\$0		\$0		\$0		\$0		0	\$0
Subtotal Local Road A					\$0		\$0		\$0		\$0		\$0	\$0
Collector Road C														
1	International Drive to Rancho Cordova Parkway	47' ROW	\$750		\$0		\$0		\$0		\$0		0	\$0
Subtotal Local Road C					\$0		\$0		\$0		\$0		\$0	\$0

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AGENDA ITEM 8.4

Table A-2
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro On-Site Backbone Roadway Costs by Road Segment and Phase

Roadway Costs
Phases A-E

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro Specific Plan
Reimbursements per Transportation System et. al. Development Impact Fee Nexus Report and Capital Facility Program, dated October, 2005

	Description	Unit Cost	Quantity	Phase A Total	Quantity	Phase B Total	Quantity	Phase C Total	Quantity	Phase D Total	Quantity	Phase E Total	Quantity	Total Total
Collector B														
1	Rio Del Oro Parkway to Villagio Drive	\$1,090	3288	\$3,583,920		\$0		\$0		\$0		\$0	3288	\$3,583,920
2A	2-10x8 Box Culverts	\$230,000	1	\$230,000		\$0		\$0		\$0		\$0	1	\$230,000
2	Villagio Drive to Centennial Drive	\$1,090		\$0	5752	\$6,269,680		\$0		\$0		\$0	5752	\$6,269,680
2A	2- 8 x 6 Culverts	\$160,000		\$0	1	\$160,000		\$0		\$0		\$0	1	\$160,000
Collector B				\$3,813,920		\$6,429,680		\$0		\$0		\$0		\$10,243,600
Estimated On-Site Backbone Roadway Cost				\$26,792,995		\$24,022,725		\$19,538,970		\$15,936,070		\$11,451,220		\$107,309,060

Table A-3
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro On-Site Backbone Roadway Credits/Reimbursements by Road Segment and Phase

Roadway Credits/
Reimbursments
Phases 1-5

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro DRAFT Large Lot Tentative Map 2013
Reimbursements per Update to the 2035 Transportation CIP and the Nexus Study for the Development Impact Fee Program, dated December 2013

			Fee Program Line Item		Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Total	
		Description		Unit Reimbursement	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
Off-site Roadway																
White Rock Road (CIP ID 195-200)																
1	CIP Portion	98' ROW (WRR)		\$997.44	2700	\$2,693,100	0	\$0	0	\$0	0	\$0	0	\$0	2700	\$2,693,100
1A	Intersection (Right-in-Right-out) Village 2	6 x 2		\$0	1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$0
Subtotal International Drive						\$2,693,100		\$0		\$0		\$0		\$0		\$2,693,100
On-site Backbone Roadway CIP Reimbursements																
International Drive (CIP ID 111-114)																
1	Rio del Oro Boundary to Rancho Cordova Parkway	98' ROW		\$0	0	\$0	0	\$0	0	\$0	0	\$0	3256	\$0	3256	\$0
1A	Signalized Intersection at Collector Road C	6 x 2		\$1,491,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,491,000	1	\$1,491,000
2	Signalized Intersection at Rancho Cordova Parkway	6 x 6		\$1,768,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,768,000	1	\$1,768,000
3	Rancho Cordova Parkway to Collector A	98' ROW		\$0	0	\$0	0	\$0	0	\$0	0	\$0	970	\$0	970	\$0
4	Signalized Intersection at Centennial Drive	6 x 4		\$1,579,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5	Signalized Intersection at Americanos Boulevard	6 x 4		\$1,579,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
6	Signalized Intersection at White Rock Road	6 x 6		\$1,768,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal International Drive						\$0		\$0		\$0		\$0		\$3,259,000		\$3,259,000
Rancho Cordova Parkway (CIP ID 129-132)																
1	Signalized Intersection at White Rock Road	6 x 6		\$1,508,000	1	\$1,508,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,508,000
2	White Rock Road to Phase 1 Boundary	98' ROW		\$0	1389	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1389	\$0
3	Phase 1 Boundary to Collector C	98' ROW		\$0	0	\$0	0	\$0	0	\$0	0	\$0	3057	\$0	3057	\$0
4	Signalized Intersection at Collector Road C	6 x 2		\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$260,000	1	\$260,000
5	Collector Road C to Rio del Oro Parkway	98' ROW		\$0	0	\$0	3064	\$0	0	\$0	0	\$0	0	\$0	3064	\$0
6	Signalized Intersection at High School / Middle School	6 x 2		\$260,000	0	\$0	1	\$260,000	0	\$0	0	\$0	0	\$0	1	\$260,000
7	Signalized Intersection at Rio Del Oro Parkway	6 x 6		\$1,768,000	0	\$0	1	\$1,768,000	0	\$0	0	\$0	0	\$0	1	\$1,768,000
8	Rio Del Oro Parkway to Villagio Drive	98' ROW		\$0	0	\$0	0	\$0	0	\$0	3418	\$0	0	\$0	3418	\$0
8A	2-12x8 Box Culverts			\$0	0	\$0	0	\$0	0	\$0	1	\$0	0	\$0	1	\$0
9	Signalized Intersection at Villagio Drive	6 x 2		\$1,837,000	0	\$0	0	\$0	0	\$0	1	\$1,837,000	0	\$0	1	\$1,837,000
10	Villagio Drive to Preserve Boundary	98' ROW		\$0	0	\$0	0	\$0	0	\$0	1800	\$0	0	\$0	1800	\$0
10A	Preserve Boundary to Douglas Road	108' ROW		\$400	0	\$0	0	\$0	0	\$0	3120	\$1,248,000	0	\$0	3120	\$1,248,000
10B	2-8x8 Box Culverts			\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
11	Signalized Intersection at Douglas Road	6 x 4		\$262,400	0	\$0	0	\$0	0	\$0	1	\$262,400	0	\$0	1	\$262,400
Subtotal Rancho Cordova Parkway						\$1,508,000		\$2,028,000		\$0		\$1,837,000		\$260,000		\$5,633,000
Rio del Oro Parkway (CIP ID 1-4)																
1	Signalized Intersection at Sunrise Boulevard	6 x 6		\$2,319,000	0	\$0	1	\$2,319,000	0	\$0	0	\$0	0	\$0	1	\$2,319,000
2	Sunrise Boulevard to Rancho Cordova Parkway	98' ROW		\$0	0	\$0	3782	\$0	0	\$0	0	\$0	0	\$0	3782	\$0
3	Signalized Intersection at High Density	6 x 2		\$260,000	0	\$0	1	\$260,000	0	\$0	0	\$0	0	\$0	1	\$260,000
4	Signalized Intersection at Medium Density	6 x 2		\$260,000	0	\$0	1	\$260,000	0	\$0	0	\$0	0	\$0	1	\$260,000
5	Rancho Cordova Parkway to Phase 2 Boundary	76' ROW		\$0	0	\$0	1578	\$0	0	\$0	0	\$0	0	\$0	1578	\$0
5A	Rancho Cordova Parkway to Phase 2 Boundary	76' ROW (fut 4)		\$0	0	\$0	1578	\$0	0	\$0	0	\$0	0	\$0	1578	\$0
5B	2-8x6 Box Culverts			\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
6	Signalized Intersection at Centennial Drive	4 x 4		\$1,579,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7	Centennial Drive to Americanos Boulevard	76' ROW (fut 4)		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8	Signalized Intersection at Americanos Boulevard	4 x 4		\$1,631,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
9	Americanos Boulevard to White Rock Road	76' ROW (fut 4)		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0

Table A-3
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro On-Site Backbone Roadway Credits/Reimbursements by Road Segment and Phase

Roadway Credits/
Reimbursements
Phases 1-5

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro DRAFT Large Lot Tentative Map 2013
Reimbursements per Update to the 2035 Transportation CIP and the Nexus Study for the Development Impact Fee Program, dated December 2013

		Fee Program Line Item	Unit Reimbursement	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Total	
	Description			Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
10	Signalized Intersection at White Rock Road	6 x 4	\$1,579,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal Rio del Oro Parkway					\$0		\$2,839,000		\$0		\$0		\$0		\$2,839,000
Centennial Drive (CIP ID 24.1-24.4)															
1	International Drive to Rio Del Oro Parkway	76' ROW (fut 4)	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	Rio Del Oro Parkway to Villagio Drive	76' ROW (fut 4)	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2A	2-12x8 Box Culverts		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3	Roundabout at Villagio Drive		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4	Villagio Drive to Americanos Boulevard	76' ROW (fut 4)	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4A	2-10x8 Box Culverts		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5	Signalized Intersection at Americanos Boulevard	4 x 4	\$1,631,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
6	Americanos Boulevard to Collector B	76' ROW (fut 4)	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal Rio del Oro Parkway					\$0		\$0		\$0		\$0		\$0		\$0
Americanos Boulevard (CIP ID 27-30)															
1	International Drive to Rio Del oro Parkway	76' ROW	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	Rio Del oro Parkway to Villagio Drive	76' ROW	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2A	2-10x8 Box Culverts		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3	Signalized Intersection at Villagio Drive	4 x 2	\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4	Villagio Drive to Centennial Drive	76' ROW	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4A	2-10x8 Box Culverts		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5	Centennial Drive to Douglas Road	76' ROW	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5A	2-8x8 Box Culverts		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
6	Signalized Intersection at Douglas Road	6 x 4	\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal Americanos Boulevard					\$0		\$0		\$0		\$0		\$0		\$0
Villagio Drive (CIP ID 8-11)															
1	Signalized Intersection at White Rock Road	6 x 2	\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	White Rock Road to Collector B	76' ROW (fut 4)	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3	Roundabout at Collector B		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4	Collector B to Americanos Boulevard	76' ROW (fut 4)	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5	Americanos Boulevard to Drainage Pkwy/Ph-5 B	76' ROW (fut 4)	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
6	Ph-5 Boundary to Morrison Creek Bridge	76' ROW (fut 4)	\$0	0	\$0	0	\$0	0	\$0	3890	\$0	0	\$0	3890	\$0
6A	2-8x8 Box Culverts		\$0	0	\$0	0	\$0	0	\$0	1	\$0	0	\$0	1	\$0
7	Morrison Creek Bridget to Douglas Road	76' ROW (fut 4)	\$0	0	\$0	0	\$0	2000	\$0	500	\$0	0	\$0	2500	\$0
8	Signalized Intersection at Medium / High Density	2 x 2	\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
9	Signalized Intersection at Douglas Road	6 x 2	\$1,837,000	0	\$0	0	\$0	1	\$1,837,000	0	\$0	0	\$0	1	\$1,837,000
Subtotal Villagio Drive					\$0		\$0		\$1,837,000		\$0		\$0		\$1,837,000
Douglas Road (CIP ID 56-58)															
1	Sunrise Boulevard to Villagio Drive	98' ROW	\$0.00	0	\$0	0	\$0	2000	\$0	0	\$0	0	\$0	2000	\$ -
Subtotal Douglas Road					\$0		\$0		\$0		\$0		\$0		\$ -
Sunrise Boulevard (CIP ID 180)															
1	Signalized Intersection at RTC	6 x 2		0	\$0	0	\$0	1	\$0	0	\$0	0	\$0	1	\$0
2	Rio Del Oro Boundary Douglas Frontage	Douglas Frontage	\$0		\$0		\$0	3390	\$0		\$0		\$0	3390	\$0
Subtotal Sunrise Boulevard					\$0		\$0		\$0		\$0		\$0		\$0

Table A-3
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro On-Site Backbone Roadway Credits/Reimbursements by Road Segment and Phase

Roadway Credits/
Reimbursments
Phases 1-5

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro DRAFT Large Lot Tentative Map 2013
Reimbursements per Update to the 2035 Transportation CIP and the Nexus Study for the Development Impact Fee Program, dated December 2013

			Fee Program Line Item	Unit Reimbursement	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Total	
		Description			Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
Collector A																
1	White Rock Road to International Drive	65' ROW		\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$0	1	\$0
2	Signalized Intersection at White Rock Road	6 x 2		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal Local Road A						\$0		\$0		\$0		\$0		\$0		\$0
Collector C																
1	International Drive to Rancho Cordova Parkway	47' ROW		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal Local Road C						\$0		\$0		\$0		\$0		\$0		\$0
Collector B																
1	Rio Del Oro Parkway to Villagio Drive	57' ROW		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	Villagio Drive to Centennial Drive	57' ROW		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2A	2- 8 x 6 Culverts			\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal Unnamed Street B						\$0		\$0		\$0		\$0		\$0		\$0
Estimated On-Site Backbone Roadway Credit/Reimbursment						\$4,201,100		\$4,867,000		\$1,837,000		\$1,837,000		\$3,519,000		\$16,261,100

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Table A-4
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro On-Site Backbone Roadway Credits/Reimbursements by Road Segment and Phase

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro Specific Plan
Reimbursements per Transportation System et. al. Development Impact Fee Nexus Report and Capital Facility Program, dated October, 2005

Roadway Credits/
Reimbursements
Phases A-E

		Description	Fee Program Line Item	Unit Reimbursement	Phase A		Phase B		Phase C		Phase D		Phase E		Total	
					Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
Off-site Roadway																
White Rock Road (CIP ID 195-200)																
1	CIP Constructed by City	98' ROW (WRR)		\$1,040	7200	\$7,490,924.45	5110	\$5,316,476	0	\$0	0	\$0	0	\$0	12310	\$12,807,400
Subtotal White Rock Road						\$7,490,924		\$5,316,476		\$0		\$0		\$0		\$12,807,400
On-site Backbone Roadway CIP Reimbursements																
International Drive (CIP ID 111-114)																
1	Rio del Oro Boundary to Rancho Cordova Parkway	98' ROW		\$590	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
1A	Signalized Intersection at Collector Road C	6 x 2		\$1,491,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	Signalized Intersection at Rancho Cordova Parkway	6 x 6		\$1,768,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3	Collector A to White Rock Road	98' ROW		\$590	0	\$0	0	\$0	0	\$0	0	\$0	3820	\$2,253,800	3820	\$2,253,800
4	Signalized Intersection at Centennial Drive	6 x 4		\$1,579,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,579,000	1	\$1,579,000
5	Signalized Intersection at Americanos Boulevard	6 x 4		\$1,579,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$1,579,000	1	\$1,579,000
6	Signalized Intersection at White Rock Road	6 x 6		\$904,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$904,000	1	\$904,000
Subtotal International Drive						\$0		\$0		\$0		\$0		\$6,315,800		\$6,315,800
Rancho Cordova Parkway (CIP ID 129-132)																
1	Signalized Intersection at White Rock Road	6 x 6		\$1,355,440	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	White Rock Road to Phase 1 Boundary	98' ROW		\$590	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3	Phase 1 Boundary to Collector C	98' ROW		\$590	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4	Signalized Intersection at Collector Road C	6 x 2		\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5	Collector Road C to Rio del Oro Parkway	98' ROW		\$590	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
6	Signalized Intersection at High School / Middle School	6 x 2		\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
7	Signalized Intersection at Rio Del Oro Parkway	6 x 6		\$1,768,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8	Rio Del Oro Parkway to Villagio Drive	98' ROW		\$590	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
8A	2-12x8 Box Culverts			\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
9	Signalized Intersection at Villagio Drive	6 x 2		\$851,700	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
10	Villagio Drive to Preserve Boundary	98' ROW		\$590	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
10A	Preserve Boundary to Douglas Road	108' ROW		\$400	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
10B	2-8x8 Box Culverts			\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
11	Signalized Intersection at Douglas Road	6 x 4		\$420,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Subtotal Rancho Cordova Parkway						\$0		\$0		\$0		\$0		\$0		\$0
Rio del Oro Parkway (CIP ID 1-4)																
1	Signalized Intersection at Sunrise Boulevard	6 x 6		\$496,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
2	Sunrise Boulevard to Rancho Cordova Parkway	98' ROW		\$590	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
3	Signalized Intersection at High Density	6 x 2		\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
4	Signalized Intersection at Medium Density	6 x 2		\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5	Rancho Cordova Parkway to Phase 2 Boundary	76' ROW(2 Outer Lanes)		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5A	Rancho Cordova Parkway to Phase 2 Boundary	76' ROW (2 median lanes fut		\$400	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
5B	2-8x6 Box Culverts			\$0	0	\$0	0	\$0	1	\$0	0	\$0	0	\$0	1	\$0
6	Signalized Intersection at Centennial Drive	4 x 4		\$1,579,000	0	\$0	0	\$0	1	\$1,579,000	0	\$0	0	\$0	1	\$1,579,000
7A	Phase C Boundary to Drainage Parkway	76' ROW(2 Outer Lanes)		\$0	0	\$0	0	\$0	831	\$0	0	\$0	0	\$0	831	\$0
7B	Phase C Boundary to Drainage Parkway	76' ROW (2 median lanes fut		\$400	0	\$0	0	\$0	831	\$332,400	0	\$0	0	\$0	831	\$332,400
8	Signalized Intersection at Americanos Boulevard	4 x 4		\$1,631,000	0	\$0	0	\$0	1	\$1,631,000	0	\$0	0	\$0	1	\$1,631,000
9	Drainage Parkway to White Rock Road	76' ROW(2 lanes, Rsv ROW		\$270	0	\$0	0	\$0	4135	\$1,116,450	0	\$0	0	\$0	4135	\$1,116,450
10	Signalized Intersection at White Rock Road	South Leg		\$270	400	\$108,000	0	\$0	1	\$270	0	\$0	0	\$0	401	\$108,270
Subtotal Rio del Oro Parkway						\$108,000		\$0		\$4,659,120		\$0		\$0		\$4,767,120

A-20

Table A-4
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro On-Site Backbone Roadway Credits/Reimbursements by Road Segment and Phase

Per Circulation Plan dated March 2008, Street Section per Rio Del Oro Specific Plan
Reimbursements per Transportation System et. al. Development Impact Fee Nexus Report and Capital Facility Program, dated October, 2005

Roadway Credits/
Reimbursements
Phases A-E

				Phase A		Phase B		Phase C		Phase D		Phase E		Total		
				Description	Fee Program Line Item	Unit Reimbursement	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total	Quantity	Total
Centennial Drive (CIP ID 24.1-24.4)																
1	International Drive to Rio Del Oro Parkway	76' ROW(2 lanes, Rsv ROW	\$270	0	\$0	0	\$0	2131	\$575,370	0	\$0	0	\$0	2131	\$575,370	
2	Rio Del Oro Parkway to Villagio Drive	76' ROW(2 lanes, Rsv ROW	\$270	0	\$0	0	\$0	2770	\$747,900	0	\$0	0	\$0	2770	\$747,900	
2A	2-12x8 Box Culverts		\$0	0	\$0	0	\$0	1	\$0	0	\$0	0	\$0	1	\$0	
3	Roundabout at Villagio Drive		\$0	0	\$0	1	\$0	0	\$0	0	\$0	0	\$0	1	\$0	
4	Villagio Drive to Americanos Boulevard	76' ROW(2 lanes, Rsv ROW	\$270	0	\$0	3386	\$914,220	0	\$0	0	\$0	0	\$0	3386	\$914,220	
4A	2-10x8 Box Culverts		\$0	0	\$0	1	\$0	0	\$0	0	\$0	0	\$0	1	\$0	
5	Signalized Intersection at Americanos Boulevard	4 x 4	\$1,631,000	0	\$0	1	\$1,631,000	0	\$0	0	\$0	0	\$0	1	\$1,631,000	
6	Americanos Boulevard to Collector B	76' ROW(2 lanes, Rsv ROW	\$440	0	\$0	0	\$0	0	\$0	1901	\$836,440	0	\$0	0	\$836,440	
Subtotal Centennial Drive						\$0		\$2,545,220		\$1,323,270		\$836,440		\$0		\$4,704,930
Americanos Boulevard (CIP ID 27-30)																
1	International Drive to PH-A Bdry/Drain Parkway	76' ROW	\$400	0	\$0	0	\$0	1970	\$788,000	0	\$0	819	\$327,600	2789	\$1,115,600	
2	PH-A Bdry to Villagio Drive	76' ROW	\$400	2400	\$960,000	0	\$0	0	\$0	0	\$0	0	\$0	2400	\$960,000	
2A	2-10x8 Box Culverts		\$0	0	\$0	0	\$0	1	\$0	0	\$0	0	\$0	1	\$0	
3	Signalized Intersection at Villagio Drive	4 x 2	\$260,000	1	\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	1	\$260,000	
4	Villagio Drive to Centennial Drive	76' ROW	\$400	0	\$0	2836	\$1,134,400	0	\$0	0	\$0	0	\$0	2836	\$1,134,400	
4A	2-10x8 Box Culverts		\$0	0	\$0	1	\$0	0	\$0	0	\$0	0	\$0	1	\$0	
5	Centennial Drive to Douglas Road	76' ROW	\$400	0	\$0	0	\$0	0	\$0	3330	\$1,332,000	0	\$0	0	\$1,332,000	
5	Centennial Dr. to Douglas Rd-Wetland Frontage	76' ROW	\$400	0	\$0	0	\$0	0	\$0	2000	\$800,000	0	\$0	0	\$800,000	
5A	Existing Roadway Widening to Douglas Road	76' ROW	\$400	0	\$0	0	\$0	0	\$0	1316	\$526,400	0	\$0	0	\$526,400	
5B	2-8x8 Box Culverts		\$0	0	\$0	0	\$0	0	\$0	1	\$0	0	\$0	0	\$0	
6	Signalized Intersection at Douglas Road	4 x 2	\$260,000	0	\$0	0	\$0	0	\$0	1	\$260,000	0	\$0	0	\$260,000	
Subtotal Americanos Boulevard					\$1,220,000		\$1,134,400		\$788,000		\$2,918,400		\$327,600		\$6,388,400	
Villagio Drive (CIP ID 8-11)																
1	Signalized Intersection at White Rock Road	South Leg	\$400	400	\$160,000	0	\$0	0	\$0	0	\$0	0	\$0	400	\$160,000	
2	White Rock Road to Collector B	76' ROW(2 lanes, Rsv ROW	\$270	882	\$238,140	0	\$0	0	\$0	0	\$0	0	\$0	882	\$238,140	
3	Roundabout at Collector B		\$0	1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$0	
4	Collector B to Americanos Boulevard	57' ROW	\$270	3280	\$885,600	0	\$0	0	\$0	0	\$0	0	\$0	3280	\$885,600	
4B	Americanos Blvd to Centennial	57' ROW	\$270	0	\$0	2112	\$570,240	0	\$0	0	\$0	0	\$0	2112	\$570,240	
5	Centennial to Phase 4 Boundary	57' ROW	\$270	0	\$0	1250	\$337,500	0	\$0	0	\$0	0	\$0	1250	\$337,500	
6	Ph-4 Boundary to Morrison Creek Bridge	57' ROW	\$270	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
6A	2-8x8 Box Culverts		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
7	Morrison Creek Bridget to Douglas Road	76' ROW(2 lanes, Rsv ROW	\$270	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
8	Signalized Intersection at Medium / High Density	2 x 2	\$260,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
9	Signalized Intersection at Douglas Road	6 x 2	\$840,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Subtotal Villagio Drive					\$1,283,740		\$907,740		\$0		\$0		\$0		\$2,191,480	
Douglas Road (CIP ID 56-58)																
1	Rio Del Oro Boundary Frontage	Douglas Frontage	\$0	0	\$0	800	\$0	0	\$0	0	\$0	0	\$0	800	\$0	
2	Rio Del Oro Wetland Frontage	Douglas Frontage	\$0	0	\$0	0	\$0	0	\$0	7050	\$0	0	\$0	7050	\$0	
Subtotal Douglas Frontage					\$0		\$0		\$0		\$0		\$0		\$0	
Collector Road A																
1	White Rock Road to International Drive	65' ROW	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
2	Signalized Intersection at White Rock Road	6 x 2	\$689,000	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Subtotal Collector Road A					\$0		\$0		\$0		\$0		\$0		\$0	
Collector Road C																
1	International Drive to Rancho Cordova Parkway	47' ROW	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Subtotal Collector Road C					\$0		\$0		\$0		\$0		\$0		\$0	
Collector B																
1	Rio Del Oro Parkway to Villagio Drive	57' ROW	\$0	3288	\$0	0	\$0	0	\$0	0	\$0	0	\$0	3288	\$0	
1A	2-10x8 Box Culverts		\$0	1	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$0	
2	Villagio Drive to Centennial Drive	57' ROW	\$0	0	\$0	5752	\$0	0	\$0	0	\$0	0	\$0	5752	\$0	
2A	2- 8 x 6 Culverts		\$0	0	\$0	1	\$0	0	\$0	0	\$0	0	\$0	1	\$0	
Subtotal Collector B					\$0		\$0		\$0		\$0		\$0		\$0	
Estimated On-Site Backbone Roadway Credit/Reimbursement					\$10,102,664		\$9,903,836		\$6,770,390		\$3,754,840		\$6,643,400		\$37,175,130	

APPENDIX B:
Water

Map B-1 Rio Del Oro Water Service BoundariesB-1

Map B-2 Rio Del Oro Proposed Water Transmission LayoutB-2

Map B-3 Rio Del Oro Off-Site Water ImprovementsB-3

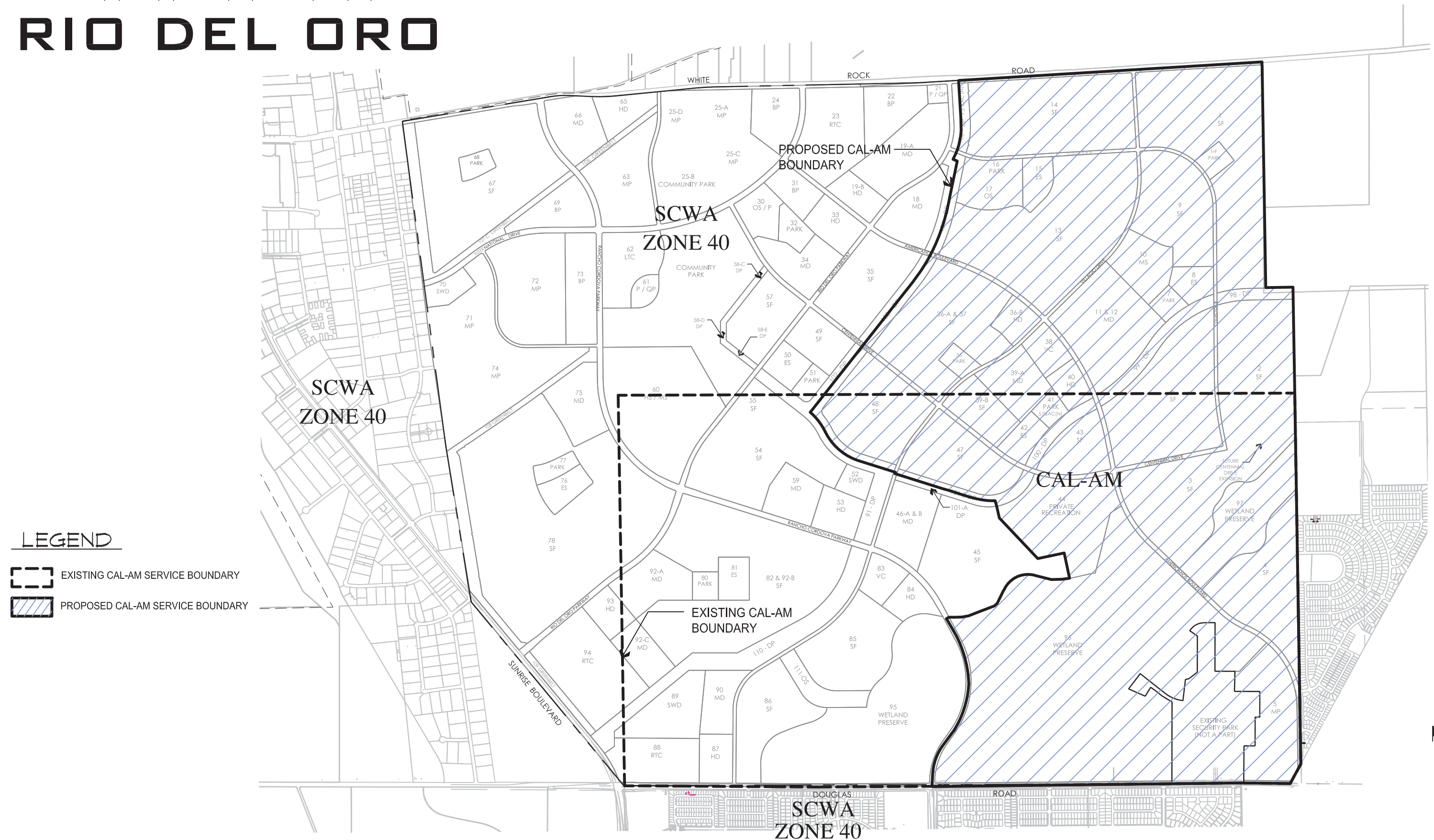
Table B-1 Estimated Water Costs and CreditsB-4

Table B-2 Rio Del Oro Water System Costs and
Credits/Reimbursements (2 pages).....B-5

Table B-3 Water Credits/Reimbursement (2 pages)B-7



RIO DEL ORO



PROPOSED WATER TRANSMISSION LAYOUT

RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA
DECEMBER 2014

PROPOSED WHITE ROCK
ROAD STORAGE TANKS
AND PUMP STATION

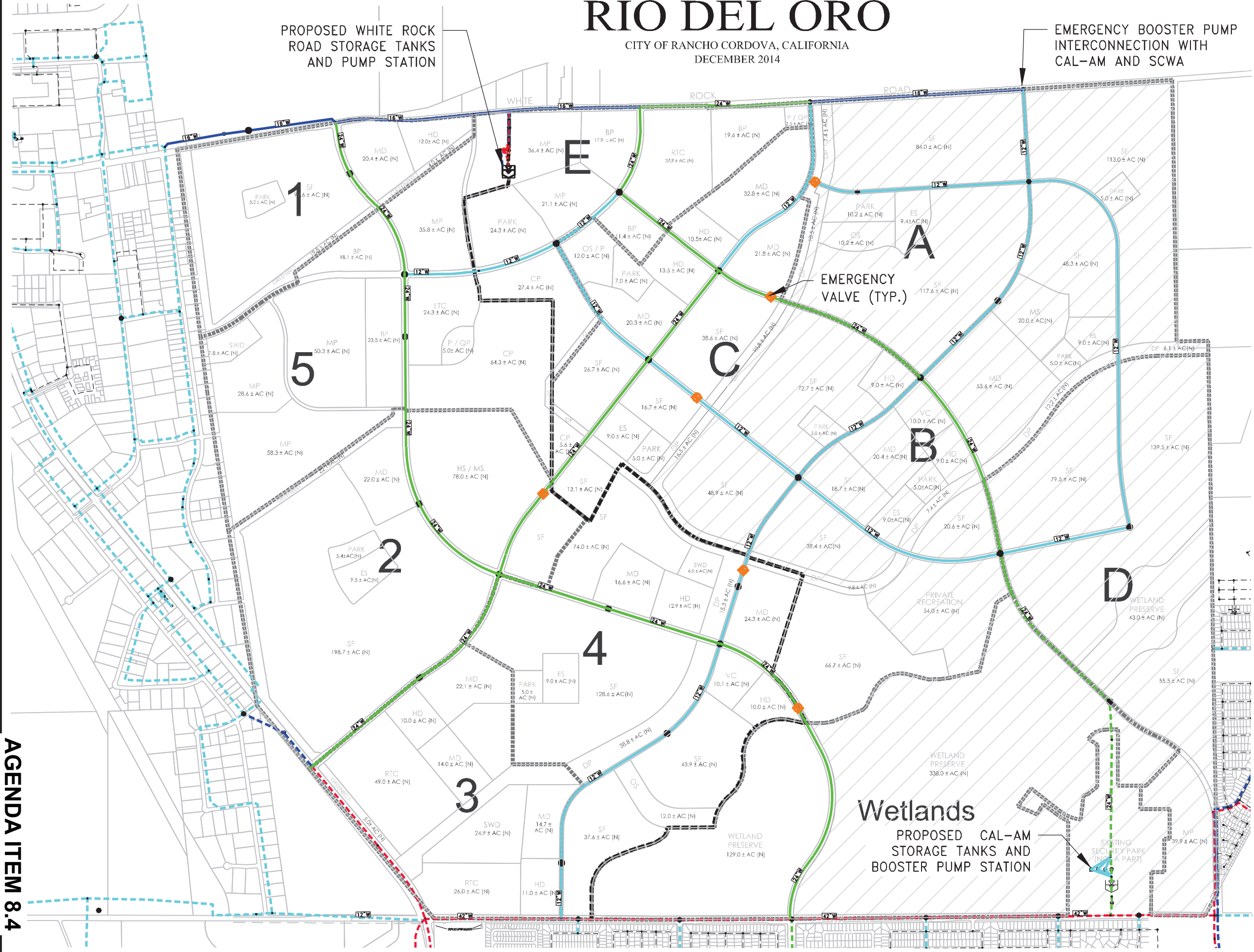
EMERGENCY BOOSTER PUMP
INTERCONNECTION WITH
CAL-AM AND SCWA



LEGEND

- DEMAND JUNCTION
- ◆ EMERGENCY VALVE
- 12 INCH DISTRIBUTION MAIN
- 16-18 INCH TRANSMISSION MAIN
- 24 INCH TRANSMISSION MAIN
- 36 INCH AND GREATER TRANSMISSION MAIN
- OFFSITE DISTRIBUTION OR TRANSMISSION MAIN
- RIO DEL ORO PROJECT BOUNDARY
- CAL-AM PROPOSED SERVICE AREA
- RIO DEL ORO PHASING BOUNDARY
- RIO DEL ORO OWNERSHIP BOUNDARY

AGENDA ITEM 8.4

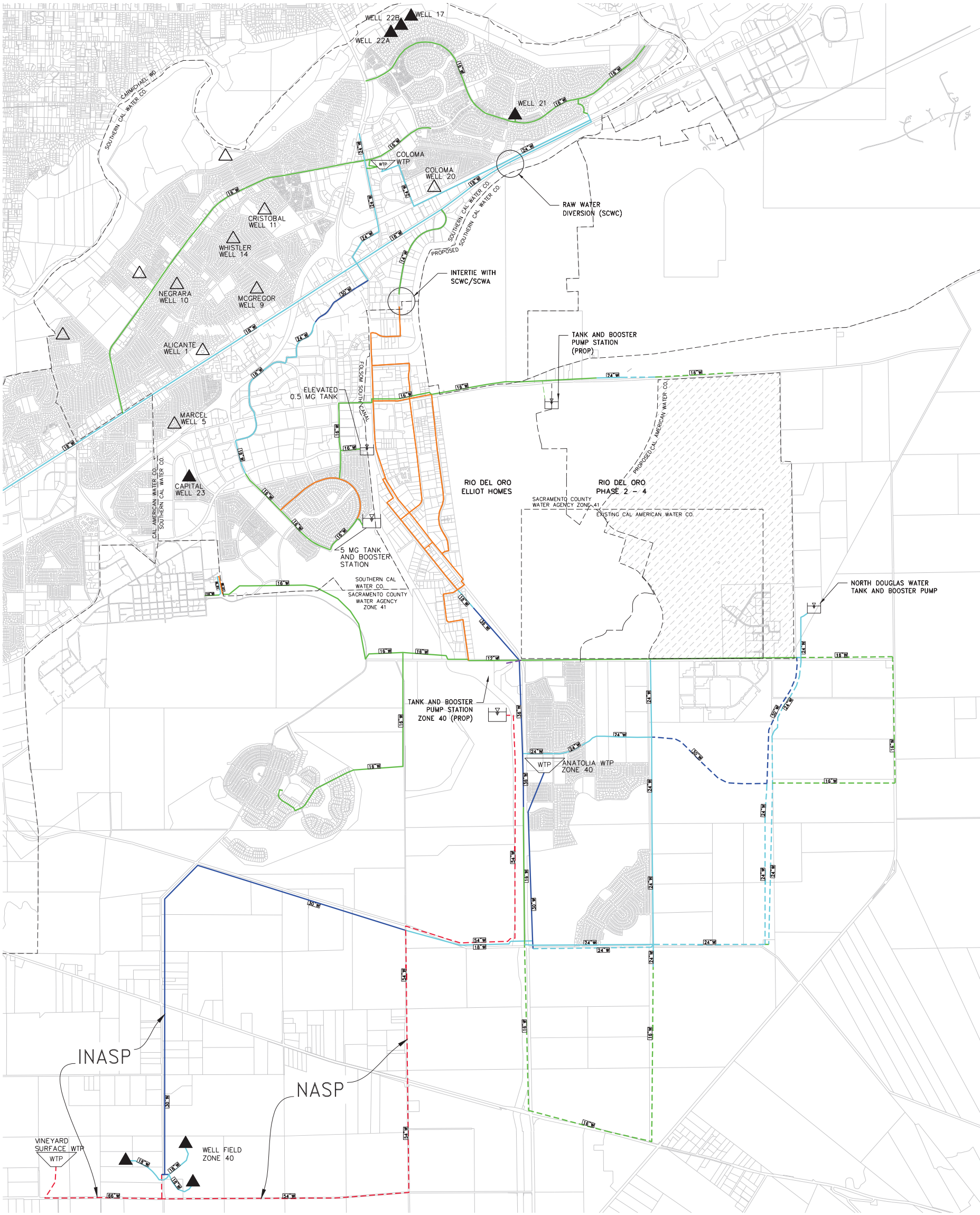


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B-2

RIO DEL ORO OFF-SITE WATER IMPROVEMENT

RANCHO CORDOVA, CALIFORNIA
DECEMBER, 2014

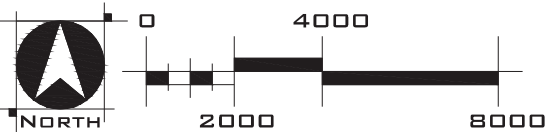


LEGEND:

- EXISTING DISTRIBUTION LINE
- EXIST. TRANSMISSION LINE (12" - 16")
- EXIST. TRANSMISSION LINE (18" - 24")
- EXIST. TRANSMISSION LINE (30" - 36")
- EXIST. TRANSMISSION LINE (42" - 48")
- EXIST. TRANSMISSION LINE (54" - 60")

- FUTURE TRANSMISSION LINE (14" - 16")
- FUTURE TRANSMISSION LINE (18" - 24")
- FUTURE TRANSMISSION LINE (30" - 36")
- FUTURE TRANSMISSION LINE (42" - 48")
- FUTURE TRANSMISSION LINE (54" - 60")
- (F): FUTURE BUILDOUT SCWA SYSTEM NOT REQUIRED FOR RDO
- (P): PROPOSED PHASE 1

- TANK AND/OR BOOSTER PUMP STATION
- WATER TREATMENT PLANT
- WELL
- WELL - NO LONGER IN SERVICE
- "INASP" INTERIM NORTH AREA SERVICE PIPELINE
- "NASP" NORTH AREA SERVICE PIPELINE



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Table B-1
Rio Del Oro Specific Plan Financing Plan
Estimated Water Costs and Credits (2015\$)

Improvement	Percentage	Buildout		
		Cost	Credit [1]	Net Cost [2]
Construction Cost		\$19,990,586	(\$19,715,752)	\$274,834
Contingency	15%	\$2,998,588	(\$2,957,363)	\$41,225
Engineering	20%	\$3,998,117	(\$3,943,150)	\$54,967
Total		\$26,987,291	(\$26,616,265)	\$371,026

"water"

Source: Wood Rodgers (April 2016) and EPS.

[1] Includes credits up to the amount of the improvement cost.

[2] Does not include any potential reimbursements that are greater than the improvement cost.

B-4

Table B-2
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro Water System Costs and Credits/Reimbursements

Water System Costs

WATER COST BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
---------------------	----------	------	------------	------------

Phase 1

24" Water	1465	LF	\$215	\$314,975
24" Butterfly Valve	1	EA	\$10,875	\$10,875
S/T				\$325,850
Contingency (15%)				\$48,878
Engineering (20%)				\$65,170
Phase 1 Total				\$439,898

Phase 2

24" Water	9490	LF	\$215	\$2,040,350
24" Butterfly Valve	5	EA	\$10,875	\$54,375
1.5 MG Water Tank	1	EA	\$1,153,593	\$1,153,593
Booster Pump Station	1	EA	\$1,076,654	\$1,076,654
S/T				\$4,324,972
Contingency (15%)				\$648,746
Engineering (20%)				\$864,994
Phase 2 Total				\$5,838,712

Phase 3

12" Water	2080	LF	\$60	\$124,800
12" Butterfly Valve	1	EA	\$3,250	\$3,250
S/T				\$128,050
Contingency (15%)				\$19,208
Engineering (20%)				\$25,610
Phase 3 Total				\$172,868

Phase 4

12" Water	4395	LF	\$60	\$263,700
24" Water	7600	LF	\$215	\$1,634,000
12" Butterfly Valve	2	EA	\$3,250	\$6,500
24" Butterfly Valve	2	EA	\$10,875	\$21,750
S/T				\$1,925,950
Contingency (15%)				\$288,893
Engineering (20%)				\$385,190
Phase 4 Total				\$2,600,033

Phase 5

12" Water	1075	LF	\$60	\$64,500
24" Water	3090	LF	\$215	\$664,350
12" Butterfly Valve	2	EA	\$3,250	\$6,500
24" Butterfly Valve	2	EA	\$10,875	\$21,750
S/T				\$757,100
Contingency (15%)				\$113,565
Engineering (20%)				\$151,420
Phase 5 Total				\$1,022,085

TOTAL PHASES 1-5				\$10,073,595
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EXHIBIT 3C

Table B-2
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro Water System Costs and Credits/Reimbursements

Water System Costs

WATER COST BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Phase A				
12" Water	9600	LF	\$60	\$576,000
16" Water	3160	LF	\$81	\$255,960
24" Water	2400	LF	\$215	\$516,000
12" Butterfly Valve	10	EA	\$3,250	\$32,500
24" Butterfly Valve	1	EA	\$10,875	\$10,875
Water Tank 1.5 MG	1	EA	\$1,153,593	\$1,153,593
Booster Pump Station	1	EA	\$1,076,654	\$1,076,654
S/T				\$3,621,582
Contingency (15%)				\$543,237
Engineering (20%)				\$724,316
Phase A Total				\$4,889,136

Phase B				
12" Water	10700	LF	\$60	\$642,000
24" Water	3520	LF	\$215	\$756,800
12" Butterfly Valve	3	EA	\$3,250	\$9,750
24" Butterfly Valve	1	EA	\$10,875	\$10,875
S/T				\$1,419,425
Contingency (15%)				\$212,914
Engineering (20%)				\$283,885
Phase B Total				\$1,916,224

Phase C				
12" Water	7375	LF	\$60	\$442,500
24" Water	6060	LF	\$215	\$1,302,900
12" Butterfly Valve	4	EA	\$3,250	\$13,000
24" Butterfly Valve	3	EA	\$10,875	\$32,625
Booster Pump Station	1	EA	\$1,076,654.00	\$1,076,654
S/T				\$2,867,679
Contingency (15%)				\$430,152
Engineering (20%)				\$573,536
Phase C Total				\$3,871,367

Phase D				
12" Water	4400	LF	\$60	\$264,000
24" Water	5355	LF	\$215	\$1,151,325
12" Butterfly Valve	1	EA	\$3,250	\$3,250
24" Butterfly Valve	0	EA	\$10,875	\$0
Water Tank 2.0 MG	1	EA	\$1,538,124	\$1,538,124
Booster Pump Station	1	EA	\$1,076,654	\$1,076,654
S/T				\$4,033,353
Contingency (15%)				\$605,003
Engineering (20%)				\$806,671
Phase D Total				\$5,445,027

Phase E				
12" Water	1815	LF	\$60	\$108,900
16" Water	0	LF	\$81	\$0
24" Water	2040	LF	\$215	\$438,600
12" Butterfly Valve	2	EA	\$3,250	\$6,500
16" Butterfly Valve	0	EA	\$6,100	\$0
24" Butterfly Valve	3	EA	\$10,875	\$32,625
S/T				\$586,625
Contingency (15%)				\$87,994
Engineering (20%)				\$117,325
Phase E Total				\$791,944

TOTAL PHASES A-E				\$16,913,696
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TOTAL PHASES				\$26,987,291
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EXHIBIT 3C

Table B-3
Rio Del Oro Specific Plan
Infrastructure and Public Facilities Finance Plan

By: WR
 Date: 7-16-2105
 1 of 2

Water System Credits/Reimbursement

WATER CR/RE BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL CR/RE
Phase 1				
24" Water	1465	LF	\$208	\$305,160
24" Butterfly Valve	1	EA	\$11,180	\$11,180
S/T				\$316,340
Contingency (15%)				\$47,451
Engineering (20%)				\$63,268
Phase 1 Total				\$427,058
Phase 2				
24" Water	9490	LF	\$208	\$1,976,767
24" Butterfly Valve	5	EA	\$11,180	\$55,900
1.5 MG Water Tank	1	EA	\$1,153,593	\$1,153,593
Booster Pump Station	1	EA	\$1,076,654	\$1,076,654
S/T				\$4,262,914
Contingency (15%)				\$639,437
Engineering (20%)				\$852,583
Phase 2 Total				\$5,754,934
Phase 3				
12" Water	2080	LF	\$ 104	\$215,488
12" Butterfly Valve	1	EA	\$ 3,766	\$3,766
S/T				\$219,254
Contingency (15%)				\$32,888
Engineering (20%)				\$43,851
Phase 3 Total				\$295,993
Phase 4				
12" Water	4395	LF	\$ 103.60	\$455,322
24" Water	7600	LF	\$ 208.30	\$1,583,080
12" Butterfly Valve	2	EA	\$ 3,766.00	\$7,532
24" Butterfly Valve	2	EA	\$11,180	\$22,360
S/T				\$2,068,294
Contingency (15%)				\$310,244
Engineering (20%)				\$413,659
Phase 4 Total				\$2,792,197
Phase 5				
12" Water	1075	LF	\$ 104	\$111,370
24" Water	3090	LF	\$208	\$643,647
12" Butterfly Valve	2	EA	\$ 3,766	\$7,532
24" Butterfly Valve	2	EA	\$11,180	\$22,360
S/T				\$784,909
Contingency (15%)				\$117,736
Engineering (20%)				\$156,982
Phase 5 Total				\$1,059,627
TOTAL PHASES 1-5				\$10,329,809

EXHIBIT 3C

Table B-3
Rio Del Oro Specific Plan
Infrastructure and Public Facilities Finance Plan

By: WR
 Date: 7-16-2105
 2 of 2

Water System Credits/Reimbursement

WATER CR/RE BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL CR/RE
----------------------	----------	------	------------	-------------

Phase A

12" Water	9600	LF	\$ 104	\$994,560
16" Water (developed)	3160	LF	\$ 233	\$736,280
24" Water	2400	LF	\$208	\$499,920
12" Butterfly Valve	10	EA	\$ 3,766	\$37,660
24" Butterfly Valve	1	EA	\$11,180	\$11,180
Water Tank 2.0 MG	1	EA	\$1,153,593	\$1,153,593
Booster Pump Station	1	EA	\$1,076,654	\$1,076,654
S/T				\$4,509,847
Contingency (15%)				\$676,477
Engineering (20%)				\$901,969
Phase A Total				\$6,088,293

Phase B

12" Water	10700	LF	\$ 104	\$1,108,520
24" Water	3520	LF	\$208	\$733,216
12" Butterfly Valve	3	EA	\$ 3,766	\$11,298
24" Butterfly Valve	1	EA	\$11,180	\$11,180
S/T				\$1,864,214
Contingency (15%)				\$279,632
Engineering (20%)				\$372,843
Phase B Total				\$2,516,689

Phase C

12" Water	7375	LF	\$ 104	\$764,050
24" Water	6060	LF	\$208	\$1,262,298
12" Butterfly Valve	4	EA	\$ 3,766	\$15,064
24" Butterfly Valve	3	EA	\$11,180	\$33,540
Booster Pump Station	1	EA	\$1,076,654	\$1,076,654
S/T				\$3,151,606
Contingency (15%)				\$472,741
Engineering (20%)				\$630,321
Phase C Total				\$4,254,668

Phase D

12" Water	4400	LF	\$ 104	\$455,840
24" Water	5355	LF	\$ 208	\$1,115,447
12" Butterfly Valve	1	EA	\$ 3,766	\$3,766
24" Butterfly Valve	0	EA	\$ 11,180	\$0
Water Tank 2.0 MG	1	EA	\$ 1,538,124	\$1,538,124
Booster Pump Station	1	EA	\$ 1,076,654	\$1,076,654
S/T				\$4,189,831
Contingency (15%)				\$628,475
Engineering (20%)				\$837,966
Phase D Total				\$5,656,271

Phase E

12" Water	1815	LF	\$ 104	\$188,034
16" Water (developed)	0	LF	\$ 233	\$0
24" Water	2040	LF	\$ 208	\$424,932
24" Water (developed)	0	LF	\$ 301	\$0
12" Butterfly Valve	2	EA	\$ 3,766	\$7,532
16" Butterfly Valve	0	EA	\$ 5,884	\$0
24" Butterfly Valve	3	EA	\$ 11,180	\$33,540
S/T				\$654,038
Contingency (15%)				\$98,106
Engineering (20%)				\$130,808
Phase E Total				\$882,951

TOTAL PHASES A-E				\$19,398,873
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*Unit CR/RE are for undeveloped utilities unless otherwise noted.

TOTAL PHASES				\$29,728,682
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APPENDIX C:
Storm Drainage

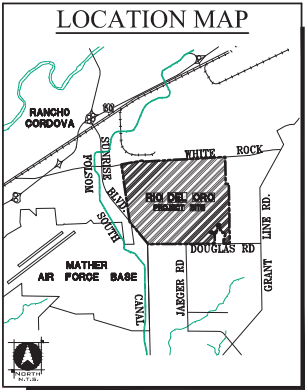
Map C-1 Rio Del Oro Preliminary On-Site Drainage Improvements.....C-1

Table C-1 Estimated Storm Drainage Costs and CreditsC-2

Table C-2 Rio Del Oro Drainage System Costs and
Credits/Reimbursements (2 pages).....C-3

Table C-3 Drainage Credits/Reimbursement (2 pages).....C-5





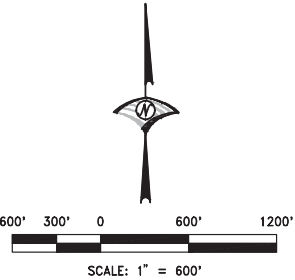
LEGEND

- PROPERTY/PHASE BOUNDARY
- PROPOSED TRUNK DRAIN PIPE W/ MANHOLE
- PROPOSED ONSITE SUB-WATERSHED
- PROPOSED DRAIN PIPE SIZE & DIRECTION
- PIPE LENGTH
- DRAINAGE CHANNELS
- STORMWATER DETENTION BASIN LOCATION
- PUMP STATION

- NOTES:**
- 10 YR NODAL PEAK FLOWS APPROXIMATE
 - TRUNK LINE LOCATIONS APPROXIMATE
 - LAND USE REVISED BY WOOD RODGERS ON 9/24/2014
 - * PEAK OUTFLOW AT NORTHWEST BASIN DOES NOT INCLUDE UPSTREAM OFFSITE FLOW.
 - * PEAK OUTFLOW AT SOUTHWEST BASIN INCLUDES UPSTREAM OFFSITE FLOW. FLOW LEAVING RIO DEL ORO BORDER IS SPLIT TO ACCOMMODATE BOTH DOWNSTREAM OVERCHUTE CAPACITIES.

CHANNEL LENGTHS

CHANNEL A	3,500 LF
CHANNEL B	6,300 LF
CHANNEL C	8,300 LF
CHANNEL D	1,730 LF
CHANNEL E	7,100 LF
CHANNEL F	1,770 LF
CHANNEL G	3,400 LF
MORRISON CREEK	11,800 LF
TOTAL	43,900 LF



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San Francisco, CA 94111 Fax 415/627-0778

I:\RioDelOro\04\Civil\Finance Plan\2014_Update\Exhibits\MAPC-1_ONSITE_DRAINAGE.dwg 10/16/14 12:27pm cdoiva

Table C-1
Rio Del Oro Specific Plan Financing Plan
Estimated Storm Drainage Costs and Credits (2015\$)

Improvement	Percentage	Phase 1			Buildout		
		Cost	Credit	Net Cost	Cost	Credit	Net Cost
Construction Cost		\$4,580,590	(\$1,768,233)	\$2,812,357	\$34,851,910	(\$22,104,230)	\$12,747,680
Contingency	15%	\$687,089	(\$265,235)	\$421,854	\$5,227,787	(\$3,315,634)	\$1,912,152
Engineering	20%	\$916,118	(\$353,647)	\$562,471	\$6,970,382	(\$4,420,846)	\$2,549,536
Total		\$6,183,797	(\$2,387,115)	\$3,796,682	\$47,050,079	(\$29,840,710)	\$17,209,368

"drain"

Source: Wood Rodgers (April 2016) and EPS.

C-2

EXHIBIT 3C

Table C-2
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro Drainage System Costs and Credits/Reimbursements

Drainage System Costs

DRAIN COST BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Phase 1				
30" Storm Drain	630	LF	\$93	\$58,590
42" Storm Drain	1020	LF	\$175	\$178,500
48" Storm Drain	705	LF	\$180	\$126,900
54" Storm Drain	760	LF	\$210	\$159,600
72" Storm Drain	1590	LF	\$300	\$477,000
Manhole	14	EA	\$10,000	\$140,000
Detention Basin	8	AC	\$130,000.00	\$1,040,000
Pump Station	20	CFS	\$120,000.00	\$2,400,000
S/T				\$4,580,590
Contingency (15%)				\$687,089
Engineering (20%)				\$916,118
Phase 1 Total				\$6,183,797
Phase 2				
42" Storm Drain	2830	LF	\$175	\$495,250
48" Storm Drain	1625	LF	\$180	\$292,500
60" Storm Drain	1990	LF	\$240	\$477,600
Manhole	17	EA	\$10,000	\$170,000
Channel Improvements	3510	LF	\$250	\$877,500
Detention Basin	25	AC	\$130,000	\$3,250,000
Pump Station	33	CFS	\$120,000	\$3,960,000
S/T				\$9,522,850
Contingency (15%)				\$1,428,428
Engineering (20%)				\$1,904,570
Phase 2 Total				\$12,855,848
Phase 3				
30" Storm Drain	1835	LF	\$93	\$170,655
36" Storm Drain	930	LF	\$125	\$116,250
54" Storm Drain	2430	LF	\$210	\$510,300
60" Storm Drain	2610	LF	\$240	\$626,400
72" Storm Drain	1265	LF	\$300	\$379,500
Manhole	17	LF	\$10,000	\$170,000
Channel Improvements	4810	LF	\$250	\$1,202,500
S/T				\$3,175,605
Contingency (15%)				\$476,341
Engineering (20%)				\$635,121
Phase 3 Total				\$4,287,067
Phase 4				
36" Storm Drain	1065	LF	\$125.00	\$133,125
42" Storm Drain	1810	LF	\$175	\$316,750
54" Storm Drain	1375	LF	\$210	\$288,750
Manhole	13	EA	\$10,000	\$130,000
Detention Basin	6	AC	\$130,000	\$780,000
Pump Station	5	CFS	\$120,000	\$600,000
Channel Improvements	6500	LF	\$250	\$1,625,000
S/T				\$3,873,625
Contingency (15%)				\$581,044
Engineering (20%)				\$774,725
Phase 4 Total				\$5,229,394
Phase 5				
42" Storm Drain	4010	LF	\$175	\$701,750
48" Storm Drain	1020	LF	\$180	\$183,600
Manhole	16	EA	\$10,000	\$160,000
Channel Improvements	1750	LF	\$250	\$437,500
S/T				\$1,482,850
Contingency (15%)				\$222,428
Engineering (20%)				\$296,570
Phase 5 Total				\$2,001,848
TOTAL PHASES 1-5				\$30,557,952

EXHIBIT 3C

Table C-2
Rio del Oro Specific Plan
Infrastructure and Public Facilities Financing Plan
Rio del Oro Drainage System Costs and Credits/Reimbursements

Drainage System Costs

DRAIN COST BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Phase A				
30" Storm Drain	1240	LF	\$93	\$115,320
36" Storm Drain	1270	LF	\$125	\$158,750
42" Storm Drain	1490	LF	\$175	\$260,750
60" Storm Drain	4055	LF	\$240	\$973,200
66" Storm Drain	1360	LF	\$290	\$394,400
Manhole	29	LF	\$10,000	\$290,000
Channel Improvements	3085	LF	\$250	\$771,250
S/T				\$2,963,670
Contingency (15%)				\$444,551
Engineering (20%)				\$592,734
Phase A Total				\$4,000,955
Phase B				
18" Storm Drain	740	LF	\$73	\$54,020
36" Storm Drain	690	LF	\$125.00	\$86,250
42" Storm Drain	1115	LF	\$175	\$195,125
48" Storm Drain	715	LF	\$180	\$128,700
54" Storm Drain	1590	LF	\$210	\$333,900
60" Storm Drain	1300	LF	\$240	\$312,000
Manhole	20	LF	\$10,000	\$200,000
Channel Improvements	8575	LF	\$250	\$2,143,750
S/T				\$3,453,745
Contingency (15%)				\$518,062
Engineering (20%)				\$690,749
Phase B Total				\$4,662,556
Phase C				
42" Storm Drain	1030	LF	\$175	\$180,250
48" Storm Drain	3650	LF	\$180	\$657,000
66" Storm Drain	1495	LF	\$290	\$433,550
Manhole	18	LF	\$10,000	\$180,000
Channel Improvements	4590	LF	\$250	\$1,147,500
S/T				\$2,598,300
Contingency (15%)				\$389,745
Engineering (20%)				\$519,660
Phase C Total				\$3,507,705
Phase D				
42" Storm Drain	1955	LF	\$175	\$342,125
54" Storm Drain	1955	LF	\$210	\$410,550
72" Storm Drain	1120	LF	\$300	\$336,000
Manhole	16	LF	\$10,000	\$160,000
S/T				\$1,248,675
Contingency (15%)				\$187,301
Engineering (20%)				\$249,735
Phase D Total				\$1,685,711
Phase E				
54" Storm Drain	3575	LF	\$210	\$750,750
60" Storm Drain	1290	LF	\$240	\$309,600
66" Storm Drain	2385	LF	\$290	\$691,650
Manhole	20	LF	\$10,000	\$200,000
S/T				\$1,952,000
Contingency (15%)				\$292,800
Engineering (20%)				\$390,400
Phase E Total				\$2,635,200
TOTAL PHASES A-E				\$16,492,127
TOTAL PHASES				\$47,050,079

EXHIBIT 3C

Table C-3
Rio Del Oro Specific Plan
Infrastructure and Public Facilities Finance Plan

Drainage System Credits/Reimbursement

DRAIN CR/RE BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL CR/RE
Phase 1				
30" Storm Drain	630	LF	\$ 61.50	\$38,745
42" Storm Drain	1020	LF	\$ 102.96	\$105,019
48" Storm Drain	705	LF	\$ 118.50	\$83,543
54" Storm Drain	760	LF	\$ 125.85	\$95,646
72" Storm Drain	1590	LF	\$ 206.89	\$328,955
Manhole	14	EA	\$ 5,451.80	\$76,325
Detention Basin	8	AC	\$ 130,000.00	\$1,040,000
Pump Station	20	CFS	\$ -	\$0
S/T				\$1,768,233
Contingency (15%)				\$265,235
Engineering (20%)				\$353,647
Phase 1 Total				\$2,387,115
Phase 2				
42" Storm Drain	2830	LF	\$ 102.96	\$291,377
48" Storm Drain	1625	LF	\$ 118.50	\$192,563
60" Storm Drain	1990	LF	\$ 140.25	\$279,098
Manhole	17	EA	\$ 5,451.80	\$92,681
Channel Improvements	3510	LF	\$ 250.00	\$877,500
Detention Basin	25	AC	\$ 130,000.00	\$3,250,000
Pump Station	33	CFS	\$ -	\$0
S/T				\$4,983,217
Contingency (15%)				\$747,483
Engineering (20%)				\$996,643
Phase 2 Total				\$6,727,343
Phase 3				
30" Storm Drain	1835	LF	\$ 61.50	\$112,853
36" Storm Drain	930	LF	\$ 75.22	\$69,955
54" Storm Drain	2430	LF	\$ 125.85	\$305,816
60" Storm Drain	2610	LF	\$ 140.25	\$366,053
72" Storm Drain	1265	LF	\$ 206.89	\$261,716
Manhole	17	LF	\$ 5,451.80	\$92,681
Channel Improvements	4810	LF	\$ 250.00	\$1,202,500
S/T				\$2,411,572
Contingency (15%)				\$361,736
Engineering (20%)				\$482,314
Phase 3 Total				\$3,255,622
Phase 4				
36" Storm Drain	1065	LF	\$ 75.22	\$80,109
42" Storm Drain	1810	LF	\$ 102.96	\$186,358
54" Storm Drain	1375	LF	\$ 125.85	\$173,044
Manhole	13	EA	\$ 5,451.80	\$70,873
Detention Basin	6	AC	\$ 130,000.00	\$780,000
Pump Station	5	CFS	\$ -	\$0
Channel Improvements	6500	LF	\$ 250.00	\$1,625,000
S/T				\$2,915,384
Contingency (15%)				\$437,308
Engineering (20%)				\$583,077
Phase 4 Total				\$3,935,768
Phase 5				
42" Storm Drain	4010	LF	\$ 102.96	\$412,870
48" Storm Drain	1020	LF	\$ 118.50	\$120,870
Manhole	16	EA	\$ 5,451.80	\$87,229
Channel Improvements	1750	LF	\$ 250.00	\$437,500
S/T				\$1,058,468
Contingency (15%)				\$158,770
Engineering (20%)				\$211,694
Phase 5 Total				\$1,428,932
TOTAL PHASES 1-5				\$17,734,780

EXHIBIT 3C

Table C-3
Rio Del Oro Specific Plan
Infrastructure and Public Facilities Finance Plan

Drainage System Credits/Reimbursement

DRAIN CR/RE BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL CR/RE
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Phase A

30" Storm Drain	1240	LF	\$ 61.50	\$76,260
36" Storm Drain	1270	LF	\$ 75.22	\$95,529
42" Storm Drain	1490	LF	\$ 102.96	\$153,410
60" Storm Drain	4055	LF	\$ 140.25	\$568,714
66" Storm Drain	1360	LF	\$ 178.73	\$243,073
Manhole	29	LF	\$ 5,451.80	\$158,102
Channel Improvements	3085	LF	\$ 250.00	\$771,250
S/T				\$2,066,339
Contingency (15%)				\$309,951
Engineering (20%)				\$413,268
Phase A Total				\$2,789,557

Phase B

18" Storm Drain	740	LF	\$ 41.29	\$30,555
36" Storm Drain	690	LF	\$ 75.22	\$51,902
42" Storm Drain	1115	LF	\$ 102.96	\$114,800
48" Storm Drain	715	LF	\$ 118.50	\$84,728
54" Storm Drain	1590	LF	\$ 125.85	\$200,102
60" Storm Drain	1300	LF	\$ 140.25	\$182,325
Manhole	20	LF	\$ 5,451.80	\$109,036
Channel Improvements	8575	LF	\$ 250.00	\$2,143,750
S/T				\$2,917,197
Contingency (15%)				\$437,580
Engineering (20%)				\$583,439
Phase B Total				\$3,938,216

Phase C

42" Storm Drain	1030	LF	\$ 102.96	\$106,049
48" Storm Drain	3650	LF	\$ 118.50	\$432,525
66" Storm Drain	1495	LF	\$ 178.73	\$267,201
Manhole	18	LF	\$ 5,451.80	\$98,132
Channel Improvements	4590	LF	\$ 250.00	\$1,147,500
S/T				\$2,051,408
Contingency (15%)				\$307,711
Engineering (20%)				\$410,282
Phase C Total				\$2,769,400

Phase D

42" Storm Drain	1955	LF	\$ 102.96	\$201,287
54" Storm Drain	1955	LF	\$ 125.85	\$246,037
72" Storm Drain	1120	LF	\$ 206.89	\$231,717
Manhole	16	LF	\$ 5,451.80	\$87,229
S/T				\$766,269
Contingency (15%)				\$114,940
Engineering (20%)				\$153,254
Phase D Total				\$1,034,463

Phase E

54" Storm Drain	3575	LF	\$ 125.85	\$449,914
60" Storm Drain	1290	LF	\$ 140.25	\$180,923
66" Storm Drain	2385	LF	\$ 178.73	\$426,271
Manhole	20	LF	\$ 5,451.80	\$109,036
S/T				\$1,166,143
Contingency (15%)				\$174,921
Engineering (20%)				\$233,229
Phase E Total				\$1,574,293

TOTAL PHASES A-E				\$12,105,930
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TOTAL PHASES				\$29,840,710
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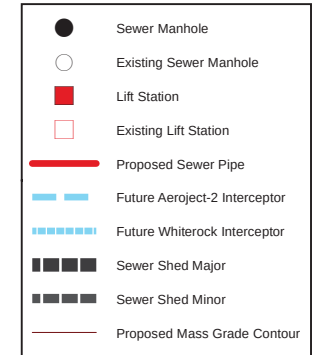
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APPENDIX D: Sanitary Sewer

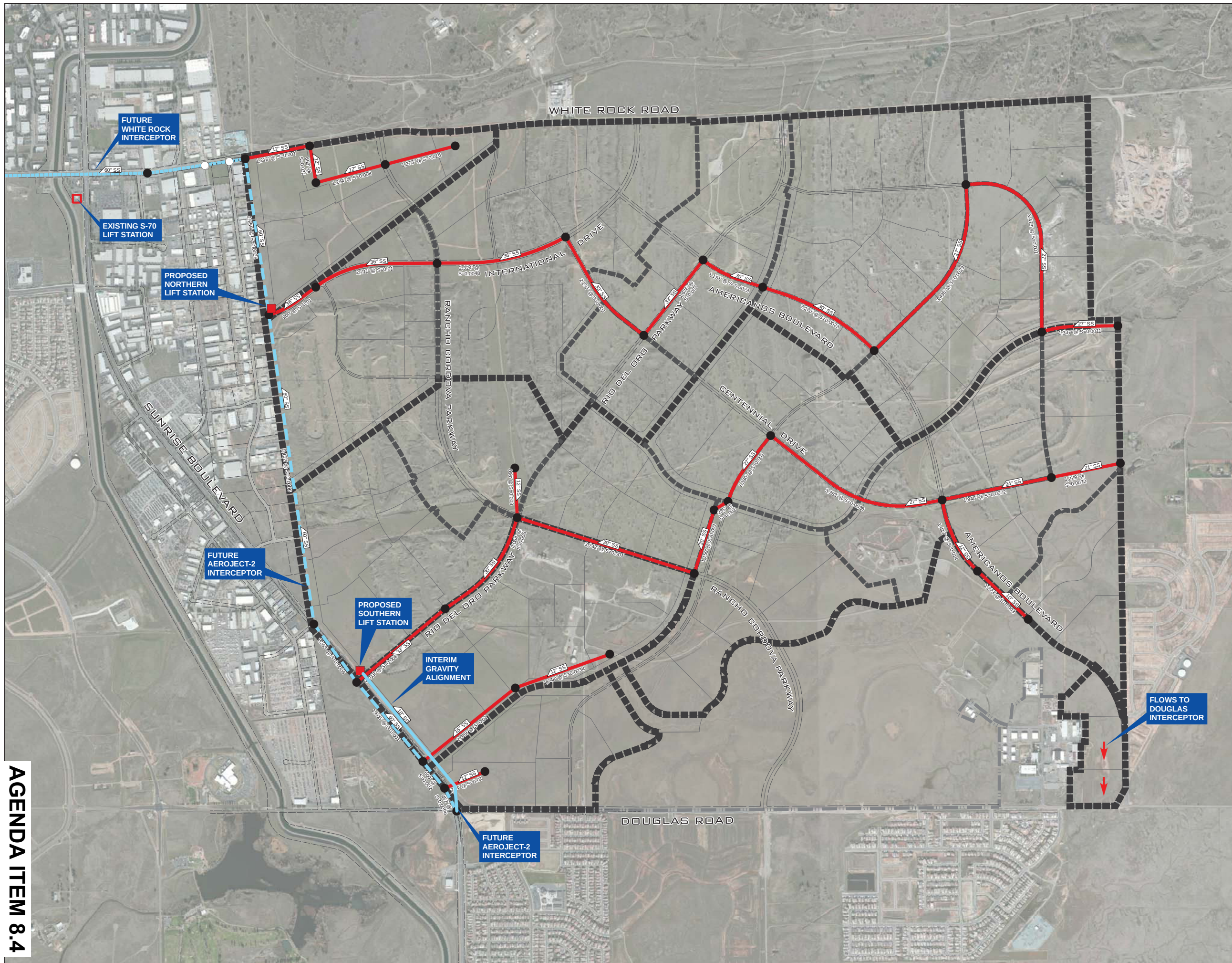
Map D-1	Rio Del Oro On-Site Sewer Improvements	D-1
Map D-2	Rio Del Oro Off-Site Sewer Improvements	D-2
Table D-1	Estimated Sanitary Sewer Costs and Credits	D-3
Table D-2	Rio Del Oro Sewer System Costs and Credits/Reimbursements (3 pages)	D-4
Table D-3	Sewer Credits/Reimbursement (3 pages)	D-7



EXHIBIT 3C
RIO DEL ORO
ONSITE SEWER
IMPROVEMENTS
 CITY OF RANCHO CORDOVA, CA
 OCTOBER, 2014



MAP D-1

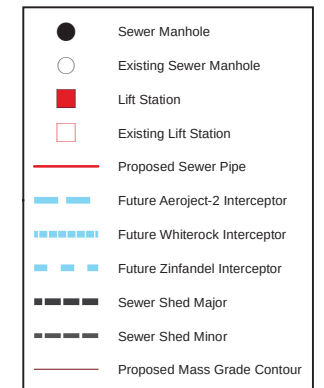


NOTES:
 Service Layer Credits: Source: Esri,
 DigitalGlobe, GeoEye, i-cubed, USDA, USGS,
 AEX, Getmapping, Aerogrid, IGN, IGP,



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 Sacramento, CA 95816 Fax: 916.341.7767

EXHIBIT 3C
RIO DEL ORO
OFFSITE SEWER
IMPROVEMENTS
 CITY OF RANCHO CORDOVA, CA
 OCTOBER, 2014



MAP D-2

NOTES:
 Service Layer Credits: Source: Esri,
 DigitalGlobe, GeoEye, i-cubed, USDA, USGS,
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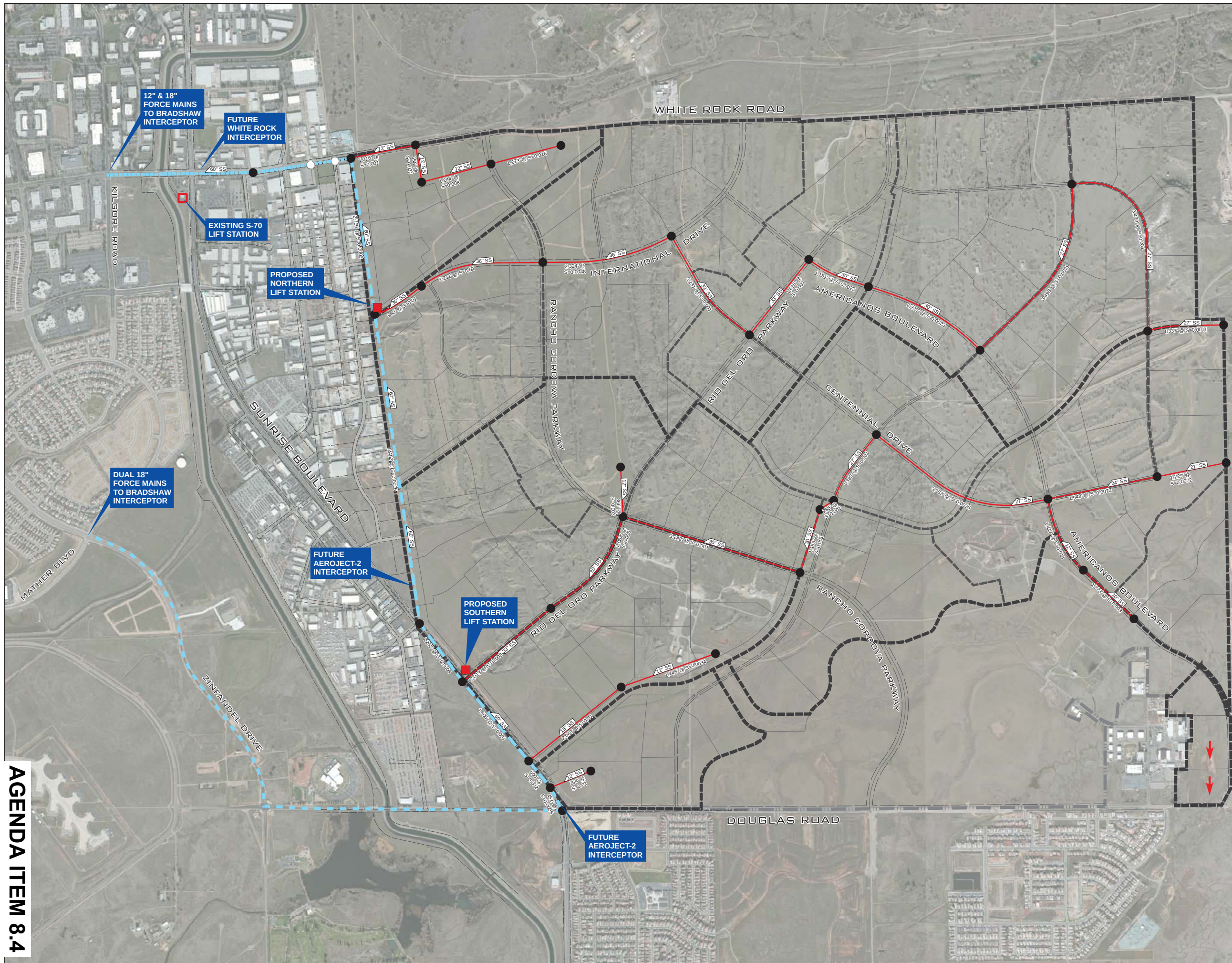


Table D-1
Rio Del Oro Specific Plan Financing Plan
Estimated Sanitary Sewer Costs and Credits (2015\$)

Improvement	Percentage	Buildout		Net Cost
		Cost	Credit	
Ultimate Facilities		\$11,947,460	(\$11,947,460)	\$0
Interim Facilities		\$18,286,680	(\$18,286,680)	\$0
Total Construction Cost		\$30,234,140	(\$30,234,140)	\$0
Contingency	15%	\$4,535,121	(\$4,535,121)	\$0
Engineering	20%	\$6,046,828	(\$6,046,828)	\$0
Total		\$40,816,089	(\$40,816,089)	\$0

"sewer"

Source: Wood Rodgers (April 2016) and EPS.

D-3

EXHIBIT 3C

Table D-2
 Rio del Oro Specific Plan
 Infrastructure and Public Facilities Financing Plan
 Rio del Oro Sewer System Cost and Credits/Reimbursements

Sewer System Costs

SEWER COST BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Phase 1				
12" Trunk Sewer	4395	LF	\$ 100.00	\$439,500
Manhole	6	EA	\$ 12,500.00	\$75,000
S/T				\$514,500
Contingency (15%)				\$77,175
Engineering (20%)				\$102,900
Total				\$694,575
Sewer Lift Station (S-70)	1	EA	\$ 350,000.00	\$350,000
S/T				\$350,000
Contingency (15%)				\$52,500
Engineering (20%)				\$70,000
Total				\$472,500
Phase 1 Total				\$1,167,075
Phase 2				
12" Trunk Sewer	865	LF	\$ 100.00	\$86,500
30" Trunk Sewer	2085	LF	\$ 234.00	\$487,890
36" Trunk Sewer	2020	LF	\$ 254.00	\$513,080
Manhole	12	EA	\$ 12,500.00	\$150,000
S/T				\$1,237,470
Contingency (15%)				\$185,621
Engineering (20%)				\$247,494
Total				\$1,670,585
Sewer Lift Station (S-70)	1	EA	\$ 350,000.00	\$350,000
S/T				\$350,000
Contingency (15%)				\$52,500
Engineering (20%)				\$70,000
Total				\$472,500
Phase 2 Total				\$2,143,085
Phase 3				
12" Trunk Sewer	2515	LF	\$ 100.00	\$251,500
15" Trunk Sewer	2070	LF	\$ 150.00	\$310,500
Manhole	10	EA	\$ 12,500.00	\$125,000
S/T				\$687,000
Contingency (15%)				\$103,050
Engineering (20%)				\$137,400
Phase 3 Total				\$927,450
Phase 4				
30" Trunk Sewer	4690	LF	\$ 234.00	\$1,097,460
Manhole	8	EA	\$ 12,500.00	\$100,000
S/T				\$1,197,460
Contingency (15%)				\$179,619
Engineering (20%)				\$239,492
Phase 4 Total				\$1,616,571
Phase 5				
36" Trunk Sewer	4210	LF	\$ 254.00	\$1,069,340
Manhole	9	EA	\$ 12,500.00	\$112,500
S/T				\$1,181,840
Contingency (15%)				\$177,276
Engineering (20%)				\$236,368
Phase 5 Total				\$1,595,484
TOTAL PHASES 1-5				\$7,449,665

EXHIBIT 3C

Table D-2
 Rio del Oro Specific Plan
 Infrastructure and Public Facilities Financing Plan
 Rio del Oro Sewer System Cost and Credits/Reimbursements

Sewer System Costs

SEWER COST BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
---------------------	----------	------	------------	------------

Phase A

27" Trunk Sewer	3495	LF	\$ 214.00	\$747,930
30" Trunk Sewer	2270	LF	\$ 234.00	\$531,180
Manhole	12	EA	\$ 12,500.00	\$150,000
S/T				\$1,429,110
Contingency (15%)				\$214,367
Engineering (20%)				\$285,822
Phase A Total				\$1,929,299

Phase B

27" Trunk Sewer	9575	LF	\$ 214.00	\$2,049,050
Manhole	20	EA	\$ 12,500.00	\$250,000
S/T				\$2,299,050
Contingency (15%)				\$344,858
Engineering (20%)				\$459,810
Phase B Total				\$3,103,718

Phase C

30" Trunk Sewer	1150	LF	\$ 234.00	\$269,100
33" Trunk Sewer	3910	LF	\$ 248.00	\$969,680
Manhole	22	LF	\$ 12,500.00	\$275,000
S/T				\$1,513,780
Contingency (15%)				\$227,067
Engineering (20%)				\$302,756
Phase C Total				\$2,043,603

Phase D

12" Trunk Sewer	1420	LF	\$ 100.00	\$142,000
21" Trunk Sewer	1230	LF	\$ 225.00	\$276,750
24" Trunk Sewer	1950	LF	\$ 330.00	\$643,500
Manhole	10	LF	\$ 12,500.00	\$125,000
S/T				\$1,187,250
Contingency (15%)				\$178,088
Engineering (20%)				\$237,450
Phase D Total				\$1,602,788

Phase E

No Trunk Sewers Required

TOTAL PHASES A-E				\$8,679,407
TOTAL PHASES				\$16,129,071

EXHIBIT 3C

Table D-2
 Rio del Oro Specific Plan
 Infrastructure and Public Facilities Financing Plan
 Rio del Oro Sewer System Cost and Credits/Reimbursements

Sewer System Costs

INTERIM FACILITIES

SEWER COST BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
---------------------	----------	------	------------	------------

Phase 2

Lift Station	9.9	MGD	\$ 500,000.00	\$4,950,000
12" Force Main	15000	LF	\$ 190.00	\$2,850,000
S/T				\$7,800,000
Contingency (15%)				\$1,170,000
Engineering (20%)				\$1,560,000
Phase 2 Total				\$10,530,000

Phase 3

12" Trunk Sewer	600	LF	\$ 100.00	\$60,000
18" Trunk Sewer	1870	LF	\$ 164.00	\$306,680
Manhole	5	LF	\$ 12,500.00	\$62,500
S/T				\$429,180
Contingency (15%)				\$64,377
Engineering (20%)				\$85,836
Phase 3 Total				\$579,393

TOTAL INTERIM FACILITIES PHASES 1-5				\$11,109,393
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Phase A

21" Trunk Sewer	3900	LF	\$ 225.00	\$877,500
Manhole	8	EA	\$ 12,500.00	\$100,000
S/T				\$977,500
Contingency (15%)				\$146,625
Engineering (20%)				\$195,500
Phase A Total				\$1,319,625

Phase C

Lift Station	6.56	MGD	\$ 500,000.00	\$3,280,000
12" Force Main	10000	LF	\$ 190.00	\$1,900,000
18" Force Main	15000	LF	\$ 260.00	\$3,900,000
S/T				\$9,080,000
Contingency (15%)				\$1,362,000
Engineering (20%)				\$1,816,000
Phase C Total				\$12,258,000

TOTAL INTERIM FACILITIES PHASES A-E				\$13,577,625
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TOTAL				\$40,816,089.00
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Table D-3
Rio Del Oro Specific Plan
Infrastructure and Public Facilities Finance Plan

Sewer System Credits/Reimbursements

SEWER CR/RE BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL CR/RE
Phase 1				
12" Trunk Sewer	4395	LF	\$ 100.00	\$439,500
Manhole	6	EA	\$ 12,500.00	\$75,000
S/T				\$514,500
Contingency (15%)				\$77,175
Engineering (20%)				\$102,900
Total				\$694,575
Sewer Lift Station (S-70)	1	EA	\$ 350,000.00	\$350,000
S/T				\$350,000
Contingency (15%)				\$52,500
Engineering (20%)				\$70,000
Total				\$472,500
Phase 1 Total				\$1,167,075
Phase 2				
12" Trunk Sewer	865	LF	\$ 100.00	\$86,500
30" Trunk Sewer	2085	LF	\$ 234.00	\$487,890
36" Trunk Sewer	2020	LF	\$ 254.00	\$513,080
Manhole	12	EA	\$ 12,500.00	\$150,000
S/T				\$1,237,470
Contingency (15%)				\$185,621
Engineering (20%)				\$247,494
Total				\$1,670,585
Sewer Lift Station (S-70)	1	EA	\$ 350,000.00	\$350,000
S/T				\$350,000
Contingency (15%)				\$52,500
Engineering (20%)				\$70,000
Total				\$472,500
Phase 2 Total				\$2,143,085
Phase 3				
12" Trunk Sewer	2515	LF	\$ 100.00	\$251,500
15" Trunk Sewer	2070	LF	\$ 150.00	\$310,500
Manhole	10	EA	\$ 12,500.00	\$125,000
S/T				\$687,000
Contingency (15%)				\$103,050
Engineering (20%)				\$137,400
Phase 3 Total				\$927,450
Phase 4				
30" Trunk Sewer	4690	LF	\$ 234.00	\$1,097,460
Manhole	8	EA	\$ 12,500.00	\$100,000
S/T				\$1,197,460
Contingency (15%)				\$179,619
Engineering (20%)				\$239,492
Phase 4 Total				\$1,616,571
Phase 5				
36" Trunk Sewer	4210	LF	\$ 254.00	\$1,069,340
Manhole	9	EA	\$ 12,500.00	\$112,500
S/T				\$1,181,840
Contingency (15%)				\$177,276
Engineering (20%)				\$236,368
Phase 5 Total				\$1,595,484
TOTAL PHASES 1-5				\$7,449,665

EXHIBIT 3C

Table D-3
Rio Del Oro Specific Plan
Infrastructure and Public Facilities Finance Plan

SEWER CR/RE BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL CR/RE
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Phase A

27" Trunk Sewer	3495	LF	\$ 214.00	\$747,930
30" Trunk Sewer	2270	LF	\$ 234.00	\$531,180
Manhole	12	EA	\$ 12,500.00	\$150,000
S/T				\$1,429,110
Contingency (15%)				\$214,367
Engineering (20%)				\$285,822
Phase A Total				\$1,929,299

Phase B

27" Trunk Sewer	9575	LF	\$ 214.00	\$2,049,050
Manhole	20	EA	\$ 12,500.00	\$250,000
S/T				\$2,299,050
Contingency (15%)				\$344,858
Engineering (20%)				\$459,810
Phase B Total				\$3,103,718

Phase C

30" Trunk Sewer	1150	LF	\$ 234.00	\$269,100
33" Trunk Sewer	3910	LF	\$ 248.00	\$969,680
Manhole	22	LF	\$ 12,500.00	\$275,000
S/T				\$1,513,780
Contingency (15%)				\$227,067
Engineering (20%)				\$302,756
Phase C Total				\$2,043,603

Phase D

12" Trunk Sewer	1420	LF	\$ 100.00	\$142,000
21" Trunk Sewer	1230	LF	\$ 225.00	\$276,750
24" Trunk Sewer	1950	LF	\$ 330.00	\$643,500
Manhole	10	LF	\$ 12,500.00	\$125,000
S/T				\$1,187,250
Contingency (15%)				\$178,088
Engineering (20%)				\$237,450
Phase D Total				\$1,602,788

Phase E

No Trunk Sewers Required

TOTAL PHASES A-E				\$8,679,407
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TOTAL PHASES				\$16,129,071
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EXHIBIT 3C

Table D-3
Rio Del Oro Specific Plan
Infrastructure and Public Facilities Finance Plan

INTERIM FACILITIES

SEWER CR/RE BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL CR/RE
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Phase 2

Lift Station	9.9	MGD	\$ 500,000.00	\$4,950,000
12" Force Main	15000	LF	\$ 190.00	\$2,850,000
S/T				\$7,800,000
Contingency (15%)				\$1,170,000
Engineering (20%)				\$1,560,000
Total				\$10,530,000

Phase 3

12" Trunk Sewer	600	LF	\$ 100.00	\$60,000
18" Trunk Sewer	1870	LF	\$ 164.00	\$306,680
Manhole	5	LF	\$ 12,500.00	\$62,500
S/T				\$429,180
Contingency (15%)				\$64,377
Engineering (20%)				\$85,836
Total				\$579,393

TOTAL INTERIM FACILITIES PHASES 1-5				\$11,109,393
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Phase A

21" Trunk Sewer	3900	LF	\$ 225.00	\$877,500
Manhole	8	EA	\$ 12,500.00	\$100,000
S/T				\$977,500
Contingency (15%)				\$146,625
Engineering (20%)				\$195,500
Total				\$1,319,625

Phase C

Lift Station	6.56	MGD	\$ 500,000.00	\$3,280,000
12" Force Main	10000	LF	\$ 190.00	\$1,900,000
18" Force Main	15000	LF	\$ 260.00	\$3,900,000
S/T				\$9,080,000
Contingency (15%)				\$1,362,000
Engineering (20%)				\$1,816,000
Total				\$12,258,000

TOTAL INTERIM FACILITIES PHASES A-E				\$13,577,625
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TOTAL				\$40,816,089
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APPENDIX E:
Green Infrastructure and Trails

Map E-1 Trails and Open Spaces Plan E-1

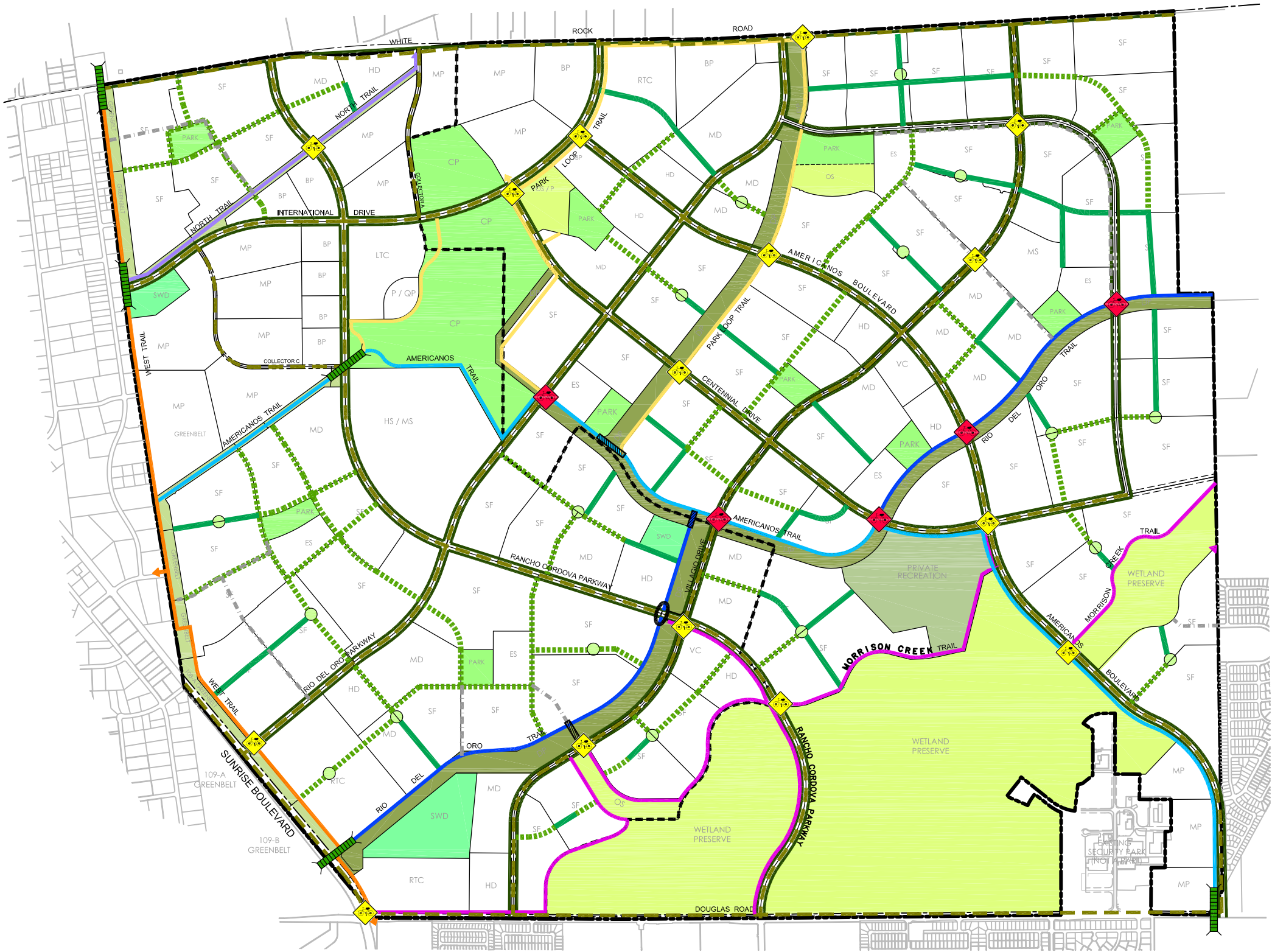
Table E-1 Trails Cost Summary..... E-2

Table E-2 Green Infrastructure/Trails Costs (2 pages) E-3



(TRAILS AND OPEN SPACES PLAN)
RIO DEL ORO

CITY OF RANCHO CORDOVA CALIFORNIA
NOVEMBER, 2014



LEGEND

CLASS I 12' OFF-STREET REGIONAL TRAIL

- WEST TRAIL
- AMERICANOS TRAIL

CLASS I 10' OFF-STREET TRAIL

- NORTH TRAIL
- RIO DEL ORO TRAIL
- PARK LOOP TRAIL
- MORRISON CREEK TRAIL

CLASS II BIKE LANE

- LOCATION OF ON-STREET BIKE LANE
- NEIGHBORHOOD BIKE ROUTE TO BE SPECIFICALLY LOCATED AT TENTATIVE MAP

CROSSINGS

- GRADE SEPARATED STRUCTURE FUNDED BY CIP
- OPTIONAL GRADE SEPARATED CROSSING TO BE CONSIDERED BY CITY OF SPORTS/WATER PARK IS APPROVED AT THIS LOCATION
- LOW FLOW CHANNEL CROSSING
- UNDER CROSSING
- AT GRADE STREET CROSSING
- FEASIBILITY OF A GRADE SEPARATED CROSSING TO REPLACE AT GRADE STREET CROSSINGS AT THESE LOCATIONS WILL BE EVALUATED AT THE TENTATIVE SUBDIVISION MAP OR SCHOOL/PARK DESIGN REVIEW PHASES

PARK/OPEN SPACE

- PARK
- COMMUNITY PARK
- DRAINAGE PARKWAYS
- LANDSCAPE CORRIDORS / GREENBELTS
- OPEN SPACE PRESERVE / WETLAND PRESERVE
- PRIVATE RECREATION
- STORM WATER DETENTION
- NEIGHBORHOOD GREEN/URBAN PLAZA (LOCATION FLEXIBLE; TBD BY T-MAP)
- GREEN STREETS / SEPARATED SIDEWALK (LOCATION FLEXIBLE; TBD BY T-MAP)
- NEIGHBORHOOD PASEOS (LOCATION FLEXIBLE; TBD BY T-MAP)
- LANDSCAPE CORRIDORS



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

Table E-1
Rio Del Oro Specific Plan Financing Plan
Trails Cost Summary

Improvement	Assumption	Unit	Buildout	
			Amount	Total Cost
Trails				
12' Off-Street Trails	\$66	LF	29,400	\$1,940,400
10' Off-Street Trails	\$66	LF	53,211	\$3,511,926
Grade Separated Structure	\$1,400,000	EA	4	\$5,600,000
Undercrossing	\$240,000	EA	1	\$240,000
Low Water Crossing	\$250,000	EA	3	\$750,000
Contingency	15%			\$1,806,349
Engineering	20%			\$2,408,465
Total Trails				\$16,257,140

os trails

Source: Wood Rodgers (April 2016) and EPS.

E-2

EXHIBIT 3C

By:WR

Date:12-16-2014

Page 1 of 2

DRAFT

Table E-2
Rio del Oro Financing Plan
Open Space/Trails Costs

Open Space COST BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
Phase 1				
Greenbelt	23.7	AC	\$100,000	\$2,370,000
12' Off-Street Trails	2695	LF	\$66	\$177,870
10' Off-Street Trails	3220	LF	\$66	\$212,520
Grade Separated Structure	1	EA	\$1,400,000	\$1,400,000
S/T				\$4,160,390
Contingency (15%)				\$624,059
Engineering (20%)				\$832,078
Total				\$5,616,527
Phase 2				
Greenbelt	22.1	AC	\$100,000	\$2,210,000
12' Off-Street Trails	7060	LF	\$66	\$465,960
S/T				\$2,675,960
Contingency (15%)				\$401,394
Engineering (20%)				\$535,192
Total				\$3,612,546
Phase 3				
Greenbelt	5.0	AC	\$100,000	\$500,000
Drainage Parkway	17.3	AC	\$100,000	\$1,730,000
Stormwater Detention Basin	24.9	AC	\$100,000	\$2,490,000
12' Off-Street Trails	2860	LF	\$66	\$188,760
10' Off-Street Trails	4535	LF	\$66	\$299,310
Grade Separated Structure	1	EA	\$1,400,000	\$1,400,000
S/T				\$6,608,070
Contingency (15%)				\$991,211
Engineering (20%)				\$1,321,614
Total				\$8,920,895
Phase 4				
Open Space	12.0	AC	\$100,000	\$1,200,000
Drainage Parkway	38.7	AC	\$100,000	\$3,870,000
Stormwater Detention Basin	6.0	AC	\$100,000	\$600,000
10' Off-Street Trails	14670	LF	\$66	\$968,220
Undercrossing	1	EA	\$240,000	\$240,000
Low Water Crossing	1	EA	\$250,000	\$250,000
S/T				\$7,128,220
Contingency (15%)				\$1,069,233
Engineering (20%)				\$1,425,644
Total				\$9,623,097
Phase 5				
Drainage Parkway	1.1	AC	\$100,000	\$110,000
Stormwater Detention Basin	7.7	AC	\$100,000	\$770,000
12' Off-Street Trails	2560	LF	\$66	\$168,960
10' Off-Street Trails	2660	LF	\$66	\$175,560
Grade Separated Structure	1	EA	\$1,400,000	\$1,400,000
S/T				\$2,624,520
Contingency (15%)				\$393,678
Engineering (20%)				\$524,904
Total				\$3,543,102
TOTAL PHASES 1-5				\$31,316,166

EXHIBIT 3C

By:WR

Date:12-16-2014

Page 2 of 2

DRAFT

Table E-2
Rio del Oro Financing Plan
Open Space/Trails Costs

Open Space COST BY PHASE	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
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Phase A

Open Space	10.2	AC	\$100,000	\$1,020,000
Drainage Parkway	18	AC	\$100,000	\$1,800,000
10' Off-Street Trails	2890	LF	\$66	\$190,740
S/T				\$3,010,740
Contingency (15%)				\$451,611
Engineering (20%)				\$602,148
Total				\$4,064,499

Phase B

Drainage Parkway	35.5	AC	\$100,000	\$3,550,000
12' Off-Street Trails	4555	LF	\$66	\$300,630
10' Off-Street Trails	9800	LF	\$66	\$646,800
S/T				\$4,497,430
Contingency (15%)				\$674,615
Engineering (20%)				\$899,486
Total				\$6,071,531

Phase C

Drainage Parkway	28.8	AC	\$100,000	\$2,880,000
12' Off-Street Trails	3750	LF	\$66	\$247,500
10' Off-Street Trails	4660	LF	\$66	\$307,560
Low Water Crossing	2	EA	\$250,000	\$500,000
S/T				\$3,935,060
Contingency (15%)				\$590,259
Engineering (20%)				\$787,012
Total				\$5,312,331

Phase D

12' Off-Street Trails	5920	LF	\$66	\$390,720
10' Off-Street Trails	3175	LF	\$66	\$209,550
Grade Separated Structure	1	EA	\$1,400,000	\$1,400,000
S/T				\$2,000,270
Contingency (15%)				\$300,041
Engineering (20%)				\$400,054
Total				\$2,700,365

Phase E

Drainage Parkway	2.5	AC	\$100,000	\$250,000
10' Off-Street Trails	7601	LF	\$66	\$501,666
S/T				\$751,666
Contingency (15%)				\$112,750
Engineering (20%)				\$150,333
Total				\$1,014,749

TOTAL PHASES A-E				\$19,163,474
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TOTAL PHASES				\$50,479,640
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Notes: 1. Does not include Wetland Preserve or storm water detention basin

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APPENDIX F:

Existing and Proposed Fee Revenue Estimates

Table F-1	Estimated Measure A Transportation Fee Revenue	F-1
Table F-2	Estimated Sacramento Regional Transit Fee Revenue.....	F-2
Table F-3	Estimated SCWA Zone 40 Fee Revenue	F-3
Table F-4	Estimated SCWA Zone 41 Fee Revenue	F-4
Table F-5	Estimated SCWA Zone 11A Fee Revenue	F-5
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Table F-7	Estimated Regional San Fee Revenue.....	F-7
Table F-8	Estimated FCUSD Fee Revenue	F-8
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Table F-17	Estimated Park Development Impact Fee Revenue.....	F-17



Table F-1
Rio Del Oro Specific Plan Financing Plan
Estimated Measure A Transportation Fee Revenue (2015\$)

Land Use	Fee per Unit/Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$1,159	482	7,593	\$558,638	\$8,800,287
Medium-Density	\$1,159	147	2,048	\$170,373	\$2,373,632
High-Density	\$811	312	2,548	\$253,032	\$2,066,428
Subtotal Residential		941	12,189	\$982,043	\$13,240,347
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$1.74	0	265,042	\$0	\$460,643
Regional Town Center	\$1.74	0	1,229,481	\$0	\$2,136,838
Village Commercial	\$1.74	0	218,535	\$0	\$379,814
Business Professional	\$1.39	0	1,181,520	\$0	\$1,644,676
Industrial Park	\$0.93	0	4,696,521	\$0	\$4,348,978
Subtotal Nonresidential		0	7,591,099	\$0	\$8,970,949
Total Project				\$982,043	\$22,211,296

"MA"

Source: Sacramento County Transportation Mitigation Fee Program; fees effective 7/1/15.

F-1

Table F-2
Rio Del Oro Specific Plan Financing Plan
Estimated Sacramento Regional Transit Fee Revenue (2015\$)

Land Use	Fee per Unit/Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$175	482	7,593	\$84,350	\$1,328,775
Medium-Density	\$175	147	2,048	\$25,725	\$358,400
High-Density	\$356	312	2,548	\$111,072	\$907,088
Subtotal Residential		941	12,189	\$221,147	\$2,594,263
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$0.77	0	265,042	\$0	\$204,083
Regional Town Center	\$0.77	0	1,229,481	\$0	\$946,700
Village Commercial	\$0.77	0	218,535	\$0	\$168,272
Business Professional	\$0.70	0	1,181,520	\$0	\$827,064
Industrial Park	\$0.16	0	4,696,521	\$0	\$751,443
Subtotal Nonresidential		0	7,591,099	\$0	\$2,897,562
Total Project				\$221,147	\$5,491,825

transit

Source: Sacramento County Transportation Mitigation Fee Program; fees have not increased since 2002.

F-2

Table F-3
Rio Del Oro Specific Plan Financing Plan
Estimated SCWA Zone 40 Fee Revenue (2015\$)

Land Use	Site Size (acres)	Nonresidential Fee per Acre			FAR	Fee per Unit/Sq. Ft.	Units/Square Feet			Fee Revenue		
		Commercial Service [1]	Acreage Fee	Total			Phase 1	Phases 1-5	Phases A-E	Phase 1	Phases 1-5	Phases A-E
Residential						<i>per unit</i>						
Single-Family						\$15,380	482	2,758	4,835	\$7,413,160	\$42,418,040	\$74,362,300
Medium-Density						\$15,380	147	970	1,078	\$2,260,860	\$14,918,600	\$16,579,640
High-Density						\$11,535	312	1,456	1,092	\$3,598,920	\$16,794,960	\$12,596,220
Subtotal Residential							941	5,184	7,005	\$13,272,940	\$74,131,600	\$103,538,160
Nonresidential						<i>per bldg. sq. ft.</i>						
Local Town Center	10	\$12,304	\$8,763	\$21,067	0.25	\$1.93	0	265,042	0	\$0	\$512,731	\$0
Regional Town Center	10	\$12,304	\$8,763	\$21,067	0.25	\$1.93	0	816,423	413,058	\$0	\$1,579,393	\$799,071
Village Commercial	10	\$12,304	\$8,763	\$21,067	0.25	\$1.93	0	109,526	109,009	\$0	\$211,881	\$210,881
Business Professional	5	\$24,608	\$8,763	\$33,371	0.3	\$2.55	0	542,887	638,633	\$0	\$1,386,339	\$1,630,841
Industrial Park	20	\$6,152	\$8,763	\$14,915	0.4	\$0.86	0	3,254,859	1,441,662	\$0	\$2,786,170	\$1,234,067
Subtotal Nonresidential							0	4,988,738	2,602,362	\$0	\$6,476,514	\$3,874,860
Total Project										\$13,272,940	\$80,608,114	\$107,413,020

"zone 40"

Source: Sacramento County Water Agency; fees effective March 1, 2015.

[1] Assumes two 2" meters, one for domestic use and one for irrigation. Fee per acre = (\$14,955 per EDU)*(2 Meters*4 EDUs per 2" meter)/(site size).

Table F-4
Rio Del Oro Specific Plan Financing Plan
Estimated SCWA Zone 41 Fee Revenue (2015\$)

Land Use	Site Size (acres)	Commercial			Fee per Unit/Sq. Ft.	Units/Square Feet		Fee Revenue	
		Fee per Site [1]	Fee per Acre	FAR		Phases 1-5	Phases A-E	Phases 1-5	Phases A-E
Residential					<i>per unit</i>				
Single-Family					\$376	2,758	4,835	\$1,037,008	\$1,817,960
Medium-Density					\$376	970	1,078	\$364,720	\$405,328
High-Density					\$376	1,456	1,092	\$547,456	\$410,592
Subtotal Residential						5,184	7,005	\$1,949,184	\$2,633,880
Nonresidential					<i>per bldg. sq. ft.</i>				
Local Town Center	10	\$752	\$75	0.25	\$0.007	265,042	0	\$1,830	\$0
Regional Town Center	10	\$752	\$75	0.25	\$0.007	816,423	413,058	\$5,638	\$2,852
Village Commercial	10	\$752	\$75	0.25	\$0.007	109,526	109,009	\$756	\$753
Business Professional	5	\$752	\$150	0.3	\$0.012	542,887	638,633	\$6,248	\$7,350
Industrial Park	20	\$752	\$38	0.4	\$0.002	3,254,859	1,441,662	\$7,024	\$3,111
Subtotal Nonresidential						4,988,738	2,602,362	\$21,496	\$14,066
Total Project								\$1,970,680	\$2,647,946

zone 41

Source: Sacramento County Water Agency, fees effective July 2011.

[1] Assumes two 2" meters, one for domestic use and one for irrigation.

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Table F-5
Rio Del Oro Specific Plan Financing Plan
Estimated SCWA Zone 11A Fee Revenue (2015\$)

Land Use	Fee			Units/Square Feet		Fee Revenue	
	Fee per Acre	Units per Acre/FAR	Fee per Unit/Sq. Ft.	Phase 1	Buildout	Phase 1	Buildout
Residential			<i>per unit</i>				
Single-Family	\$ 16,021	5.0	\$ 3,204	482	7,593	\$1,544,424	\$24,329,491
Medium-Density	\$ 16,777	8.0	\$ 2,097	147	2,048	\$308,277	\$4,294,912
High-Density	\$ 19,393	26.0	\$ 746	312	2,548	\$232,716	\$1,900,514
Subtotal Residential				941	12,189	\$2,085,418	\$30,524,917
Nonresidential			<i>per bldg. sq. ft.</i>				
Local Town Center	\$ 21,415	0.25	\$ 1.97	0	265,042	\$0	\$521,201
Regional Town Center	\$ 21,415	0.25	\$ 1.97	0	1,229,481	\$0	\$2,417,754
Village Commercial	\$ 21,415	0.25	\$ 1.97	0	218,535	\$0	\$429,745
Business Professional	\$ 21,415	0.30	\$ 1.64	0	1,181,520	\$0	\$1,936,199
Industrial Park	\$ 21,031	0.40	\$ 1.21	0	4,696,521	\$0	\$5,668,763
Subtotal Nonresidential				0	7,591,099	\$0	\$10,973,662
Total Project						\$2,085,418	\$41,498,579

zone 11A

Source: Sacramento County Water Agency drainage fee schedule; effective May 2015.

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Table F-6
Rio Del Oro Specific Plan Financing Plan
Estimated SASD Fee Revenue (2015\$)

Land Use	Fee			Units/Square Feet		Fee Revenue	
	Fee per Acre	Units per Acre/FAR	Fee per Unit/Sq. Ft.	Phase 1	Buildout	Phase 1	Buildout
Residential			<i>per unit</i>				
Single-Family	\$ 15,822	5.0	\$ 3,164	482	7,593	\$1,525,241	\$24,027,289
Medium-Density	\$ 15,822	8.0	\$ 1,978	147	2,048	\$290,729	\$4,050,432
High-Density	\$ 15,822	26.0	\$ 609	312	2,548	\$189,864	\$1,550,556
Subtotal Residential				941	12,189	\$2,005,834	\$29,628,277
Nonresidential			<i>per bldg. sq. ft.</i>				
Local Town Center	\$ 15,822	0.25	\$ 1.45	0	265,042	\$0	\$385,078
Regional Town Center	\$ 15,822	0.25	\$ 1.45	0	1,229,481	\$0	\$1,786,304
Village Commercial	\$ 15,822	0.25	\$ 1.45	0	218,535	\$0	\$317,508
Business Professional	\$ 15,822	0.30	\$ 1.21	0	1,181,520	\$0	\$1,430,518
Industrial Park	\$ 15,822	0.40	\$ 0.91	0	4,696,521	\$0	\$4,264,713
Subtotal Nonresidential				0	7,591,099	\$0	\$8,184,120
Total Project						\$2,005,834	\$37,812,397

sasd

Source: SASD; fees effective 7/1/15.

F-6

Table F-7
Rio Del Oro Specific Plan Financing Plan
Estimated Regional San Fee Revenue (2015\$)

Land Use	Fee			Units/Square Feet		Fee Revenue	
	Fee per EDU	EDU Factor	Fee per Unit/Sq. Ft.	Phase 1	Buildout	Phase 1	Buildout
Residential		<i>per unit</i>					
Single-Family	\$ 5,116	1.00	\$ 5,116	482	7,593	\$2,465,912	\$38,845,788
Medium-Density	\$ 5,116	1.00	\$ 5,116	147	2,048	\$752,052	\$10,477,568
High-Density	\$ 5,116	0.75	\$ 3,837	312	2,548	\$1,197,144	\$9,776,676
Subtotal Residential				941	12,189	\$4,415,108	\$59,100,032
Nonresidential		<i>per bldg. sq. ft.</i>					
Local Town Center	\$ 5,116	0.0001	\$ 0.51	0	265,042	\$0	\$135,596
Regional Town Center	\$ 5,116	0.0001	\$ 0.51	0	1,229,481	\$0	\$629,002
Village Commercial	\$ 5,116	0.0001	\$ 0.51	0	218,535	\$0	\$111,802
Business Professional	\$ 5,116	0.0002	\$ 1.02	0	1,181,520	\$0	\$1,208,931
Industrial Park	\$ 5,116	0.0001	\$ 0.51	0	4,696,521	\$0	\$2,402,740
Subtotal Nonresidential				0	7,591,099	\$0	\$4,488,072
Total Project						\$4,415,108	\$63,588,104

"srcsd"

Source: Regional San; fees effective 7/1/15.

F-7

Table F-8
Rio Del Oro Specific Plan Financing Plan
Estimated FCUSD Fee Revenue (2015\$)

Land Use	Fee			Units/Square Feet		Fee Revenue	
	Fee per Bldg. Sq. Ft.	Sq. Ft. per Unit	Fee per Unit/Sq. Ft.	Phase 1	Buildout	Phase 1	Buildout
Residential			<i>per unit</i>				
Single-Family	\$ 5.27	2,600	\$ 13,702	482	7,593	\$6,604,364	\$104,039,286
Medium-Density	\$ 5.27	2,000	\$ 10,540	147	2,048	\$1,549,380	\$21,585,920
High-Density	\$ 5.27	1,200	\$ 6,324	312	2,548	\$1,973,088	\$16,113,552
Subtotal Residential				941	12,189	\$10,126,832	\$141,738,758
Nonresidential			<i>per bldg. sq. ft.</i>				
Local Town Center			\$ 0.54	0	265,042	\$0	\$143,123
Regional Town Center			\$ 0.54	0	1,229,481	\$0	\$663,920
Village Commercial			\$ 0.54	0	218,535	\$0	\$118,009
Business Professional			\$ 0.54	0	1,181,520	\$0	\$638,021
Industrial Park			\$ 0.54	0	4,696,521	\$0	\$2,536,121
Subtotal Nonresidential				0	7,591,099	\$0	\$4,099,194
Total Project						\$10,126,832	\$145,837,952

"school"

Source: Folsom Cordova Unified School District (FCUSD); fees effective 04/17/2015.

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Table F-9
Rio Del Oro Specific Plan Financing Plan
Estimated SMFD Fee Revenue (2015\$)

Land Use	Fee per Unit/Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$1,104	482	7,593	\$532,128	\$8,382,672
Medium-Density	\$1,104	147	2,048	\$162,288	\$2,260,992
High-Density	\$861	312	2,548	\$268,632	\$2,193,828
Subtotal Residential		941	12,189	\$963,048	\$12,837,492
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$0.58	0	265,042	\$0	\$154,255
Regional Town Center	\$0.58	0	1,229,481	\$0	\$715,558
Village Commercial	\$0.58	0	218,535	\$0	\$127,187
Business Professional	\$0.97	0	1,181,520	\$0	\$1,140,167
Industrial Park	\$0.52	0	4,696,521	\$0	\$2,456,280
Subtotal Nonresidential		0	7,591,099	\$0	\$4,593,447
Total Project				\$963,048	\$17,430,939

"fire"

Source: Sacramento Metropolitan Fire District, March 1, 2015.

F-9

Table F-10
Rio Del Oro Specific Plan Financing Plan
Estimated Rancho Cordova Traffic Development Impact Fee Revenue (2015\$)

Land Use	Fee per Unit/Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$15,676	482	7,593	\$7,555,919	\$119,029,235
Medium-Density	\$15,676	147	2,048	\$2,304,398	\$32,104,817
High-Density	\$10,973	312	2,548	\$3,423,613	\$27,959,510
Subtotal Residential		941	12,189	\$13,283,931	\$179,093,561
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$11.49	0	265,042	\$0	\$3,045,336
Regional Town Center	\$11.49	0	1,229,481	\$0	\$14,126,737
Village Commercial	\$11.49	0	218,535	\$0	\$2,510,966
Business Professional	\$8.83	0	1,181,520	\$0	\$10,432,823
Industrial Park	\$4.50	0	4,696,521	\$0	\$21,134,343
Subtotal Nonresidential		0	7,591,099	\$0	\$51,250,205
Total Project				\$13,283,931	\$230,343,766

"tdif"

Source: City of Rancho Cordova; fees effective 1/1/2016.

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Table F-11
Rio Del Oro Specific Plan Financing Plan
Estimated Rancho Cordova Housing Trust Fund Fee Revenue (2015\$)

Land Use	Fee per Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$0	482	7,593	\$0	\$0
Medium-Density	\$0	147	2,048	\$0	\$0
High-Density	\$0	312	2,548	\$0	\$0
Subtotal Residential		941	12,189	\$0	\$0
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$0.77	0	265,042	\$0	\$204,083
Regional Town Center	\$0.77	0	1,229,481	\$0	\$946,700
Village Commercial	\$0.77	0	218,535	\$0	\$168,272
Business Professional	\$0.97	0	1,181,520	\$0	\$1,146,075
Industrial Park	\$0.61	0	4,696,521	\$0	\$2,864,878
Subtotal Nonresidential		0	7,591,099	\$0	\$5,330,007
Total Project				\$0	\$5,330,007

"h_trust"

Source: City of Rancho Cordova; fees effective 10/20/2003.

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Table F-12
Rio Del Oro Specific Plan Financing Plan
Estimated Rancho Cordova Library Community Facilities Fee Revenue (2015\$)

Land Use	Fee per Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$624	482	7,593	\$300,970	\$4,741,221
Medium-Density	\$624	147	2,048	\$91,790	\$1,278,812
High-Density	\$488	312	2,548	\$152,350	\$1,244,188
Subtotal Residential		941	12,189	\$545,110	\$7,264,222
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$0.00	0	265,042	\$0	\$0
Regional Town Center	\$0.00	0	1,229,481	\$0	\$0
Village Commercial	\$0.00	0	218,535	\$0	\$0
Business Professional	\$0.00	0	1,181,520	\$0	\$0
Industrial Park	\$0.00	0	4,696,521	\$0	\$0
Subtotal Nonresidential		0	7,591,099	\$0	\$0
Total Project				\$545,110	\$7,264,222

"lib"

Source: City of Rancho Cordova; fees effective 1/1/2016.

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Table F-13
Rio Del Oro Specific Plan Financing Plan
Estimated Rancho Cordova Community Facilities Fee (excl. Library) Revenue (2015\$) [1]

Land Use	Fee per Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$3,049	482	7,593	\$1,469,420	\$23,147,944
Medium-Density	\$3,049	147	2,048	\$448,143	\$6,243,512
High-Density	\$2,382	312	2,548	\$743,200	\$6,069,463
Subtotal Residential		941	12,189	\$2,660,763	\$35,460,920
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$0.46	0	265,042	\$0	\$121,919
Regional Town Center	\$0.46	0	1,229,481	\$0	\$565,561
Village Commercial	\$0.46	0	218,535	\$0	\$100,526
Business Professional	\$0.76	0	1,181,520	\$0	\$897,955
Industrial Park	\$0.19	0	4,696,521	\$0	\$892,339
Subtotal Nonresidential		0	7,591,099	\$0	\$2,578,301
Total Project				\$2,660,763	\$38,039,221

"cfr"

Source: City of Rancho Cordova; fees effective 1/1/2016.

[1] Facilities included are city hall, police, community center, corporation yard, museum, animal services, telecom and computers, records management, parking structure, and administration (3%).

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Table F-14
Rio Del Oro Specific Plan Financing Plan
Estimated Rancho Cordova Affordable Housing Fee Revenue (2015\$)

Land Use	Fee per Sq. Ft. [1]	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$4,557	482	7,593	\$2,196,474	\$34,601,301
Medium-Density	\$4,557	147	2,048	\$669,879	\$9,332,736
High-Density	\$4,557	312	2,548	\$1,421,784	\$11,611,236
Subtotal Residential		941	12,189	\$4,288,137	\$55,545,273
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$0.00	0	265,042	\$0	\$0
Regional Town Center	\$0.00	0	1,229,481	\$0	\$0
Village Commercial	\$0.00	0	218,535	\$0	\$0
Business Professional	\$0.00	0	1,181,520	\$0	\$0
Industrial Park	\$0.00	0	4,696,521	\$0	\$0
Subtotal Nonresidential		0	7,591,099	\$0	\$0
Total Project				\$4,288,137	\$55,545,273

"af"

[1] Amount from the City of Rancho Cordova. Credits will be available if the developer dedicates sufficient land.
See the Affordable Housing Plan for further details.

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Table F-15
Rio Del Oro Specific Plan Financing Plan
Estimated Rancho Cordova Community Places Fee Revenue at Buildout (2015\$)

Land Use	Persons per Household	EDU Factor	Buildout Units/Sq. Ft.	Fee per Unit/Sq. Ft. [1]			Total	Fee Revenue			Total
				Public Gathering Space	Open Space			Public Gathering Space	Open Space [2]		
					Community Park	Neighborhood Greens [2]			Community Park	Neighborhood Greens [2]	
Fee per EDU				\$110	\$581	\$578	\$1,269				
Residential					per unit						
Single-Family	2.92	1.00	7,593	\$110	\$581	\$578	\$1,269	\$835,534	\$4,413,870	\$4,385,810	\$9,635,213
Medium-Density	2.92	1.00	2,048	\$110	\$581	\$578	\$1,269	\$225,362	\$1,190,518	\$1,182,950	\$2,598,830
High-Density	2.30	0.79	2,548	\$87	\$458	\$455	\$999	\$220,835	\$1,166,577	\$1,159,161	\$2,546,573
Subtotal Residential			12,189					\$1,281,731	\$6,770,965	\$6,727,920	\$14,780,616
Nonresidential					per bldg. sq. ft.						
Local Town Center			265,042	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Regional Town Center			1,229,476	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Village Commercial			218,561	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Business Professional			1,181,572	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Industrial Park			4,696,530	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$0	\$0
Subtotal Nonresidential			7,591,181					\$0	\$0	\$0	\$0
Total Project								\$1,281,731	\$6,770,965	\$6,727,920	\$14,780,616

Source: City of Rancho Cordova.

mos

[1] The full Community Places Fee per unit is shown. If any of the open space components of the Community Places Fee (community parks and neighborhood greens) are developer constructed, the developer would receive a credit against the Community Places fee.

[2] Represents portion of community places fee revenue that would be used to construct future neighborhood greens that may be developer constructed. If developer constructed, developer would be eligible for a credit of up to \$6.7 million or \$578 per SFR unit. In no event shall the obligation to construct the future neighborhood greens exceed \$6.7 million.

Table F-16
Rio Del Oro Specific Plan Financing Plan
Estimated Rancho Cordova Park Renovation Fee Revenue (2015\$)

Land Use	Fee per Unit/Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$1,078	482	7,593	\$519,466	\$8,183,204
Medium-Density	\$1,078	147	2,048	\$158,426	\$2,207,191
High-Density	\$842	312	2,548	\$262,698	\$2,145,365
Subtotal Residential		941	12,189	\$940,590	\$12,535,760
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$0.00	0	265,042	\$0	\$0
Regional Town Center	\$0.00	0	1,229,481	\$0	\$0
Village Commercial	\$0.00	0	218,535	\$0	\$0
Business Professional	\$0.00	0	1,181,520	\$0	\$0
Industrial Park	\$0.00	0	4,696,521	\$0	\$0
Subtotal Nonresidential		0	7,591,099	\$0	\$0
Total Project				\$940,590	\$12,535,760

park_reno

Source: City of Rancho Cordova; fees effective 1/1/2016.

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Table F-17
Rio Del Oro Specific Plan Financing Plan
Estimated Park Development Impact Fee Revenue (2015\$)

Land Use	Fee per Unit/Sq. Ft.	Units/Square Feet		Fee Revenue	
		Phase 1	Buildout	Phase 1	Buildout
Residential	<i>per unit</i>				
Single-Family	\$9,082	482	7,593	\$4,377,702	\$68,962,435
Medium-Density	\$9,082	147	2,048	\$1,335,108	\$18,600,694
High-Density	\$7,154	312	2,548	\$2,232,054	\$18,228,443
Subtotal Residential		941	12,189	\$7,944,865	\$105,791,572
Nonresidential	<i>per bldg. sq. ft.</i>				
Local Town Center	\$0.00	0	265,042	\$0	\$0
Regional Town Center	\$0.00	0	1,229,481	\$0	\$0
Village Commercial	\$0.00	0	218,535	\$0	\$0
Business Professional	\$0.00	0	1,181,520	\$0	\$0
Industrial Park	\$0.00	0	4,696,521	\$0	\$0
Subtotal Nonresidential		0	7,591,099	\$0	\$0
Total Project				\$7,944,865	\$105,791,572

"park"

Source: Cordova Recreation and Park District Nexus Study (04/16/2014); City of Rancho Cordova (fee rate effective 1/1/2016).

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APPENDIX G:

Rio Del Oro Special Financing District Program:
Cost Allocation Model

Table G-1	Rio Del Oro Special Financing District Program Cost Summary	G-1
Table G-2	Water Cost Allocation: Buildout	G-2
Table G-3	Drainage Cost Allocation: Buildout	G-3
Table G-4	Green Infrastructure Allocation: Buildout	G-4
Table G-5	Trails Cost Allocation: Buildout	G-5
Table G-6	Environmental Mitigation Cost Allocation: Buildout	G-6
Table G-7	RDO Special Financing District Formation and Updates Cost Allocation: Buildout	G-7



Table G-1
Rio Del Oro Specific Plan Financing Plan
Rio Del Oro Special Financing District Program Cost Summary

Item	Total Estimated RDO Costs	Special Financing District Costs							
		Low Density	Med. Density	High Density	Local Town Center	Regional Town Center	Village Commercial	Business Professional	Industrial Park
SFD Fee Program (Collected at Final Map)		<i>per Unit</i>	<i>per Unit</i>	<i>per Unit</i>	<i>per Sq. Ft.</i>	<i>per Sq. Ft.</i>	<i>per Sq. Ft.</i>	<i>per Sq. Ft.</i>	<i>per Sq. Ft.</i>
Backbone Infrastructure									
Water	\$371,026	\$27	\$27	\$20	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
Drainage	\$17,209,368	\$930	\$1,038	\$404	\$1.24	\$1.24	\$1.24	\$1.03	\$0.78
Subtotal Backbone Infrastructure	\$17,580,394	\$957	\$1,065	\$425	\$1.25	\$1.25	\$1.25	\$1.04	\$0.78
Public Facilities									
Green Infrastructure	\$34,222,500	\$2,863	\$2,863	\$1,494	\$0.54	\$0.37	\$0.54	\$0.81	\$0.24
Trails	\$16,257,140	\$1,360	\$1,360	\$710	\$0.26	\$0.18	\$0.26	\$0.38	\$0.12
Subtotal Public Facilities	\$50,479,640	\$4,223	\$4,223	\$2,204	\$0.80	\$0.55	\$0.80	\$1.19	\$0.36
Other Environmental Mitigation Costs									
Endowment	\$2,000,000	\$167	\$112	\$31	\$0.07	\$0.07	\$0.07	\$0.06	\$0.05
Subtotal Other Environmental Mitigation Costs	\$2,000,000	\$167	\$112	\$31	\$0.07	\$0.07	\$0.07	\$0.06	\$0.05
Special Financing District Formation	\$1,000,000	\$84	\$56	\$16	\$0.04	\$0.04	\$0.04	\$0.03	\$0.02
Total Rio Del Oro SFD Cost	\$71,060,035	\$5,431	\$5,456	\$2,676	\$2.16	\$1.91	\$2.16	\$2.33	\$1.21

Source: Wood Rodgers; EPS.

sfd summ

EXHIBIT 3C DRAFT

Table G-2
Rio Del Oro Specific Plan Financing Plan
Water Cost Allocation: Buildout

Water:
Buildout

Land Use	Land Use		EDU Factor	Total EDUs	% of Total	Allocated Cost		
	Dev. Acres	Units/ Sq. Ft.				Total Cost	Per Acre	Per Unit/ Sq. Ft.
Residential Uses		<u>units</u>	<u>per unit</u>					<u>per unit</u>
Single-Family	1,566.4	7,593	1.00	7,593.0	55.7%	\$206,827	\$132	\$27
Medium-Density	283.1	2,048	1.00	2,048.0	15.0%	\$55,786	\$197	\$27
High-Density	98.0	2,548	0.75	1,911.0	14.0%	\$52,054	\$531	\$20
Subtotal Residential Uses	1,947.4	12,189		11,552.0	84.8%	\$314,667		
Nonresidential Uses		<u>sq. ft.</u>	<u>per acre</u>					<u>per sq. ft.</u>
Local Town Center	24.3	265,042	4.00	97.4	0.7%	\$2,652	\$109	\$0.01
Regional Town Center	112.9	1,229,481	4.00	451.6	3.3%	\$12,301	\$109	\$0.01
Village Commercial	20.1	218,535	4.00	80.3	0.6%	\$2,186	\$109	\$0.01
Business Park	90.4	1,181,520	4.00	361.7	2.7%	\$9,851	\$109	\$0.01
Industrial Park	269.5	4,696,521	4.00	1,078.2	7.9%	\$29,369	\$109	\$0.01
Subtotal Nonresidential Uses	517.3	7,591,099		2,069.0	15.2%	\$56,359		
Subtotal Residential and Nonresidential	2,464.7			13,621.0	100.0%	\$371,026		

bo water alloc

Source: Wood Rodgers (April 2016) and EPS.

EXHIBIT 3C DRAFT

Table G-3
Rio Del Oro Specific Plan Financing Plan
Drainage Cost Allocation: Buildout

Drainage:
Buildout

Land Use	Land Use		EDU Factor	Total EDUs	% of Total	Allocated Cost		
	Dev. Acres	Units/ Sq. Ft.				Total Cost	Per Acre	Per Unit/ Sq. Ft.
Residential Uses		<u>units</u>	<u>per acre</u>					<u>per unit</u>
Single-Family	1,566.4	7,593	0.30	469.9	41.0%	\$7,059,271	\$4,507	\$930
Medium-Density	283.1	2,048	0.50	141.5	12.4%	\$2,126,322	\$7,511	\$1,038
High-Density	98.0	2,548	0.70	68.6	6.0%	\$1,030,141	\$10,516	\$404
Subtotal Residential Uses	1,947.4	12,189		680.0	59.4%	\$10,215,734		
Nonresidential Uses		<u>sq. ft.</u>	<u>per acre</u>					<u>per sq. ft.</u>
Local Town Center	24.3	265,042	0.90	21.9	1.9%	\$329,063	\$13,520	\$1.24
Regional Town Center	112.9	1,229,481	0.90	101.6	8.9%	\$1,526,463	\$13,520	\$1.24
Village Commercial	20.1	218,535	0.90	18.1	1.6%	\$271,322	\$13,520	\$1.24
Business Park	90.4	1,181,520	0.90	81.4	7.1%	\$1,222,431	\$13,520	\$1.03
Industrial Park	269.5	4,696,521	0.90	242.6	21.2%	\$3,644,355	\$13,520	\$0.78
Subtotal Nonresidential Uses	517.3	7,591,099		465.5	40.6%	\$6,993,634		
Subtotal Residential and Nonresidential Uses	2,464.7			1,145.6	100.0%	\$17,209,368		

bo drain alloc

Source: Wood Rodgers (April 2016) and EPS.

Table G-4
Rio Del Oro Specific Plan Financing Plan
Green Infrastructure Allocation: Buildout

**Green Infrastructure
Allocation: Buildout**

Land Use	Land Use		Persons Served	Total Persons Served	% of Total	Allocated Cost		
	Dev. Acres	Units/ Sq. Ft.				Total Cost	Per Acre	Per Unit/ Sq. Ft.
Residential Uses		<u>units</u>	<u>per unit</u>	<u>residents</u>				<u>per unit</u>
Single-Family	1,566.4	7,593	2.95	22,399.4	63.5%	\$21,737,102	\$13,878	\$2,863
Medium-Density	283.1	2,048	2.95	6,041.6	17.1%	\$5,862,977	\$20,711	\$2,863
High-Density	98.0	2,548	1.54	3,923.9	11.1%	\$3,807,907	\$38,872	\$1,494
Subtotal Residential Uses	1,947.4	12,189		32,364.9	91.8%	\$31,407,986		
Nonresidential Uses		<u>sq. ft.</u>	<u>sq. ft. per emp</u>	<u>employees [1]</u>				<u>per sq. ft.</u>
Local Town Center	24.3	265,042	450	147.2	0.4%	\$142,892	\$5,871	\$0.54
Regional Town Center	112.9	1,229,481	650	472.9	1.3%	\$458,896	\$4,065	\$0.37
Village Commercial	20.1	218,535	450	121.4	0.3%	\$117,819	\$5,871	\$0.54
Business Park	90.4	1,181,520	300	984.6	2.8%	\$955,490	\$10,568	\$0.81
Industrial Park	269.5	4,696,521	1,000	1,174.1	3.3%	\$1,139,416	\$4,227	\$0.24
Subtotal Nonresidential Uses	517.3	7,591,099		2,900.3	8.2%	\$2,814,514		
Subtotal Residential and Nonresidential Uses	2,464.7			35,265.1	100.0%	\$34,222,500		

bo os alloc

Source: Wood Rodgers (April 2016) and EPS.

[1] Employees weighted 0.25 to estimate persons served. EDUs = 0.25*(sq. ft./sq. ft. per emp.).

EXHIBIT 3C DRAFT

Table G-5
Rio Del Oro Specific Plan Financing Plan
Trails Cost Allocation: Buildout

**Trails:
Buildout**

Land Use	Land Use		Persons Served	Total Persons Served	% of Total	Allocated Cost		
	Dev. Acres	Units/ Sq. Ft.				Total Cost	Per Acre	Per Unit/ Sq. Ft.
Residential Uses		<u>units</u>	<u>per unit</u>	<u>residents</u>				<u>per unit</u>
Single-Family	1,566.4	7,593	2.95	22,399.4	63.5%	\$10,326,046	\$6,592	\$1,360
Medium-Density	283.1	2,048	2.95	6,041.6	17.1%	\$2,785,163	\$9,839	\$1,360
High-Density	98.0	2,548	1.54	3,923.9	11.1%	\$1,808,918	\$18,466	\$710
Subtotal Residential Uses	1,947.4	12,189		32,364.9	91.8%	\$14,920,127		
Nonresidential Uses		<u>sq. ft.</u>	<u>sq. ft. per emp</u>	<u>employees [1]</u>				<u>per sq. ft.</u>
Local Town Center	24.3	265,042	450	147.2	0.4%	\$67,880	\$2,789	\$0.26
Regional Town Center	112.9	1,229,481	650	472.9	1.3%	\$217,995	\$1,931	\$0.18
Village Commercial	20.1	218,535	450	121.4	0.3%	\$55,969	\$2,789	\$0.26
Business Park	90.4	1,181,520	300	984.6	2.8%	\$453,898	\$5,020	\$0.38
Industrial Park	269.5	4,696,521	1,000	1,174.1	3.3%	\$541,271	\$2,008	\$0.12
Subtotal Nonresidential Uses	517.3	7,591,099		2,900.3	8.2%	\$1,337,014		
Subtotal Residential and Nonresidential Uses	2,464.7			35,265.1	100.0%	\$16,257,140		

bo trails alloc

Source: Wood Rodgers (April 2016) and EPS.

[1] Employees weighted 0.25 to estimate persons served. EDUs = 0.25*(sq. ft./sq. ft. per emp.).

Table G-6
Rio Del Oro Specific Plan Financing Plan
Environmental Mitigation Cost Allocation: Buildout

**Environmental Mitigation:
Buildout**

Land Use	Land Use		% of Total Acres	Allocated Cost		
	Dev. Acres	Units/ Sq. Ft.		Total Cost [1]	Per Acre	Per Unit/ Sq. Ft.
Residential Uses		<i>units</i>				<i>per unit</i>
Single-Family	1,566.4	7,593	63.6%	\$1,271,052	\$811	\$167
Medium-Density	283.1	2,048	11.5%	\$229,712	\$811	\$112
High-Density	98.0	2,548	4.0%	\$79,492	\$811	\$31
Subtotal Residential Uses	1,947.4	12,189	79.0%	\$1,580,256		
Nonresidential Uses		<i>sq. ft.</i>				<i>per sq. ft.</i>
Local Town Center	24.3	265,042	1.0%	\$19,750	\$811	\$0.07
Regional Town Center	112.9	1,229,481	4.6%	\$91,615	\$811	\$0.07
Village Commercial	20.1	218,535	0.8%	\$16,284	\$811	\$0.07
Business Park	90.4	1,181,520	3.7%	\$73,368	\$811	\$0.06
Industrial Park	269.5	4,696,521	10.9%	\$218,727	\$811	\$0.05
Subtotal Nonresidential Uses	517.3	7,591,099		\$419,744		
Subtotal Residential and Nonresidential Uses	2,464.7		100.0%	\$2,000,000		

bo mit alloc

Source: ECORP Consulting, Inc.; EPS.

[1] Includes the estimated endowment costs for the wetland preserve and Cook property.

Table G-7
Rio Del Oro Specific Plan Financing Plan
RDO Special Financing District Formation and Updates Cost Allocation: Buildout

RDO Special Financing District Formation
and Updates: BUILDOUT

Land Use	Land Use		Cost Allocation	Allocated Cost		
	Dev. Acres	Units/ Sq. Ft.	Percentage of Res. and NRes. Acres	Total Cost	Per Acre	Per Unit/ Sq. Ft.
Residential Uses		<i>units</i>				<i>per unit</i>
Single-Family	1,566.4	7,593	63.6%	\$635,526	\$406	\$84
Medium-Density	283.1	2,048	11.5%	\$114,856	\$406	\$56
High-Density	98.0	2,548	4.0%	\$39,746	\$406	\$16
Subtotal Residential Uses	1,947.4	12,189	79.0%	\$790,128		
Nonresidential Uses		<i>sq. ft.</i>				<i>per sq. ft.</i>
Local Town Center	24.3	265,042	1.0%	\$9,875	\$406	\$0.04
Regional Town Center	112.9	1,229,481	4.6%	\$45,808	\$406	\$0.04
Village Commercial	20.1	218,535	0.8%	\$8,142	\$406	\$0.04
Business Park	90.4	1,181,520	3.7%	\$36,684	\$406	\$0.03
Industrial Park	269.5	4,696,521	10.9%	\$109,364	\$406	\$0.02
Subtotal Nonresidential Uses	517.3	7,591,099	21.0%	\$209,872		
Subtotal Residential and Nonresidential Uses	2,464.7		100.0%	\$1,000,000		

Source: EPS.

admin

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APPENDIX H:
Infrastructure Phasing Plan



Appendix H

Rio Del Oro Finance Plan Infrastructure Phasing Master Plan

Prepared by:



January 26, 2016

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1 INFRASTRUCTURE PHASING

The RDOSP provides for a comprehensively planned infrastructure system with coordinated phasing and construction of facilities. A total of ten (10) phases are proposed in the RDOSP. The Elliott Homes portion of the project consists of Phases 1 through 5. The Easton Development Company, LLC portion of the project consists of Phases A through E and the Wetland Preserve (WP). Additional sub-phases are anticipated to occur within the Plan Area as individual tentative maps are approved.

The Plan Area is currently bordered by existing development on the west and portions of the south and east. The phases will generally develop from west to east and north to south. Section 4 (Circulation) and Section 6 (Public Utilities) describe the overall public facilities required to serve the Plan Area. The following section provides a detailed listing of the infrastructure requirements to be constructed by phase within the Plan Area. Infrastructure within each phase and offsite may be phased or partially constructed based on the Phased Performance Standards identified in section 2. Exhibit B-1 identifies the geographic boundaries of each phase with land use by phase summarized in Table 1-1 (p.14).

The Phase numbering and lettering is intended to demonstrate a high level path to completion of infrastructure for the entire Plan Area. It is highly unlikely that the project will develop in phase order. Numbers 1 through 5 and letters A through E are put in order based on a best understanding of anticipated economic drivers (infrastructure cost) and market demand conditions; the need for new homes and businesses. Each phase may be developed independent to any other phase. It is anticipated that several phases will be under construction at any given time and the plan allows each phase to develop independently from other phases.

This on-site Infrastructure Phasing Plan is intended to provide a platform for agreements that will be developed in the Small Lot Tentative Map Phasing plans that will ultimately build Rio del Oro. The following performance standards and individual phase descriptions and maps provide a basis for future development. This plan is not intended to condition the order of development and does not specify the magnitude of infrastructure requirements for individual small lot tentative map phasing plans. The plan is only intended to provide a platform for the development of Small Lot Tentative Map Phasing plans where detailed infrastructure phasing conditions will be developed.

Phasing Performance Standards

Phasing and additional sub-phases will be permitted based on following performance standards.

- Two points of roadway access will be required for any development phase.
- A looped water system will be required for any development phase.
- Interim sewer and drainage facilities may be constructed consistent with the standards of the appropriate agencies.
- Arterial traffic signals identified in the RDO Specific Plan will be constructed when traffic demand/LOS and/or safety concerns require the Intersection be signalized at

the discretion of the City Engineer. If any tentative lot phasing plan builds only 2 legs of a future arterial/arterial roadway intersection, signal construction will be delayed until additional approaches are built.

- The timing of other traffic signals identified in the RDO Specific Plan will be identified in Small Lot Tentative Map Phasing plans. Additional signals may also be considered at that time.
- Arterial roadways may be phased based on providing traffic lanes sufficient to provide adequate Level of Service (LOS) consistent with the City of Rancho Cordova standards and policies. Level of service widening from 2 to 4 lanes will be based on internal arterial roadways exceeding 15,300 ADT (LOS D). A traffic study can be provided to demonstrate that the widening is needed for development outside of the Rio Del Oro plan area. In that case, the City will be responsible for the widening as long as CIP lanes are still required.
- Arterial roadway phasing will consider whether it is feasible to provide complete streets, including vehicular, bicycle, pedestrian circulation and landscaping factors for consideration include:
 - o limiting the expense of construction of offsite facilities
 - o limiting exposure to reconstruction of facilities due to development on opposite sides of arterial roadways adjacent to undeveloped lands, limiting the expense of construction of offsite frontage
 - o financial feasibility to provide complete streets
 - o priority to provide circulation for all modes along arterial corridors, phased arterial cross section elements should be continuous within each of the 10 phases identified within this plan
 - o parcel by parcel changes in cross section elements will be not be permitted
- Typical cross-sections have been developed for arterial roadway phasing options for 4-lane arterials, Exhibit B-12 and 6-lane arterials, Exhibit B-13.
- Grade separated trail crossings are identified as constructed within each plan phase where the crossing is located. The actual timing of these crossings will be based on the development of the trail system. Conditional timing for trail crossings will be identified in the Small Lot Tentative Map Phasing Plans.
- In some instances out of phase trails may be requested to provide logical trail connections and completeness. There will be a focus on getting residents connected to schools.
- Timing for infrastructure improvements identified in this Phasing Plan will be superseded by timing requirements identified in project conditions of approval.
- Minor deviations from the Infrastructure Phasing Plan may be administratively approved by the Public Works Director.

1.1 Phase 1

Phase 1 includes the northwest residential land use and is bounded by White Rock Road on the north as illustrated on Exhibit B-2. White Rock Road is an existing two lane rural road on the north boundary of Phase 1. The following infrastructure facilities will be constructed to serve Phase 1:

Roads:

- White Rock Road will be reconstructed as a major arterial with four lanes and median adjacent to Phase 1 extending west to connect to the existing improvements on White Rock Road. A traffic signal will be constructed at the Rancho Cordova Parkway/White Rock Road intersection.
- Rancho Cordova Parkway will be constructed as a major arterial with two lanes constructed initially from White Rock Road to the south boundary of Phase 1. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6-lane arterial is constructed.

Sewer:

- A sewer outfall within White Rock Road will be constructed connecting to the existing sewer pipeline to the west.
- The existing S-70 Lift Station will be upgraded to accommodate the additional sewer flows from Phase 1.

Water:

- A water transmission main will connect to the existing water transmission main within White Rock Road.
- A secondary water connection to existing water mains in the Cordova Industrial area at Luyung Drive west of Phase 1 will be constructed.

Drainage:

- A detention basin and drainage pump station will be constructed within Phase 1 to provide detention of peak storm water flows, treat storm water quality and pump storm water to the existing drainage outfall.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the western boundary of Phase 1 adjacent the existing Cordova Industrial area (West Trail) and between Phase 1 and Phase 5 (North Trail).

1.2 Phase 2

Phase 2 includes the residential and high school/middle school land use north of the proposed Rio Del Oro Parkway (Phase 3), east of the existing Cordova Industrial area, south of Phase 5 and west of Phase 4 as illustrated on Exhibit B-3. The following infrastructure facilities will be constructed to serve Phase 2:

Roads:

- Rio Del Oro Parkway will be extended east from Sunrise Boulevard to Rancho Cordova Parkway as a major arterial with two lanes. A traffic signal will be constructed at the intersection of Sunrise Boulevard and Rancho Cordova Parkway. Rio Del Oro Parkway will be extended northeast of Rancho Cordova Parkway adjacent the high school/middle school as a major arterial with two lanes. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4 lane arterial is constructed.
- Rancho Cordova Parkway will be extended north from Rio Del Oro Parkway to Phase 1 with two lanes as a major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6 lane arterial is constructed.

Sewer:

- A trunk sewer outfall will be constructed within Rio Del Oro Parkway to a sewer lift station. The lift station will discharge to a force main that will be constructed within Sunrise Boulevard south to Douglas Boulevard then west within Douglas Boulevard to the extension of Zinfandel Drive. At the Zinfandel Drive Extension the force main will either terminate at a Trunk Sewer planned to be constructed with the Zinfandel Drive extension or the force main will continue north within Zinfandel Drive to the Bradshaw Interceptor at The intersection of North Mather and Zinfandel Drives.

Water:

- A water transmission main will be constructed within Rancho Cordova Parkway and Rio Del Oro Parkway connecting to the existing water transmission main in Sunrise Boulevard.
- A secondary water connection to existing water mains in the Cordova Industrial area will be constructed.

Drainage:

- A detention basin and drainage pump station will be constructed south of Phase 2 within Phase 3 to provide detention of peak storm water flows, treat storm water runoff and pump storm water to the existing Morrison Creek drainage outfall.

- A drainage channel with storm water conveyance and water quality facilities will be constructed along the west boundary of Phase 2 and south to the storm water detention basin within Phase 3.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the western boundary of Phase 2 adjacent the existing Cordova Industrial area (West Trail) and between Phase 2 and Phase 5 (Americanos Trail).

1.3 Phase 3

Phase 3 includes the residential and regional town center (commercial/retail) land use south of the proposed Rio Del Oro Parkway (Phase 2), east of existing Sunrise Boulevard, north of existing Douglas Boulevard and west of Phase 4 as illustrated on Exhibit B-4. The following infrastructure facilities will be constructed to serve Phase 3:

Roads:

- Rio Del Oro Parkway will be widened to four (4) lanes from Sunrise Blvd to Rancho Cordova Parkway. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6 lane arterial is constructed.
- Douglas Boulevard frontage improvements along the south boundary of Phase 3 will be constructed completing Douglas Boulevard to a major arterial.
- Villagio Drive along the east boundary of Phase 3 will be constructed as a limited access 2-lane arterial. A traffic signal will be constructed at the Villagio Drive/Douglas intersection.

Sewer:

- Sewer laterals to connect to the trunk sewer facilities constructed in Phase 2 will be constructed.

Water:

- Water mains will be constructed to connect to the existing water transmission facilities constructed in Phase 2.

Drainage:

- The detention basin and drainage pump station within Phase 3 will be enlarged (if Phase 2 constructed an initial phase) to provide detention of peak storm water flows, treat storm water runoff and pump storm water to the existing Morrison Creek drainage outfall.

- A drainage channel with storm water conveyance and water quality facilities will be constructed within Phase 2 to the west boundary of Phase 3 (if not already constructed with Phase 2).

Trails and Open Space:

- Trails and open space landscaping will be constructed along the western boundary of Phase 3 adjacent to Sunrise Boulevard (West Trail), within the drainage parkway (Rio Del Oro Trail) and adjacent the north side of Douglas Road (Morrison Creek Trail).

1.4 Phase 4

Phase 4 includes the south central residential land use and is bounded by Douglas Road on the south, Phases 2/3 on the west, Phase C on the north and Phase B on the east as illustrated on Exhibit B-5. Douglas Road is an existing major arterial on the south boundary of Phase 4. The following infrastructure facilities will be constructed to serve Phase 4:

Roads:

- Douglas Boulevard frontage improvements along the south boundary of Phase 4 will be constructed completing Douglas Boulevard to a major arterial if not previously constructed with Phase 3.
- Rancho Cordova Parkway will be constructed from Rio Del Oro Parkway south to Douglas Road as a two lane major arterial to the north boundary of the Wetland Preserve and as a 4 lane arterial thru the Wetland Preserve to Douglas Road. Construct the ultimate Rio Del Oro Parkway/Rancho Cordova Parkway Intersection if not previously constructed and the ultimate Rio Del Oro Parkway/Douglas Road Intersection. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6 lane arterial is constructed north of the Wetland Preserve.
- Villagio Drive will be constructed from Phase 3 north east to the Phase 4 northeast boundary. A traffic signal will be constructed at Villagio Drive/Rancho Cordova Parkway intersection.

Sewer:

- Trunk and lateral sewers will be constructed within Phase 4

Water:

- Water transmission mains will be constructed within Rancho Cordova Parkway and Villagio Drive.
- A water transmission main within Rancho Cordova Parkway from the east boundary of Phase 4 south to Douglas Road will be required prior to full build-out of Phase 4.

Drainage:

- A drainage channel with storm water conveyance and water quality facilities will be constructed within the drainage parkway located on the central portion of Phase 4.
- A detention basin and drainage pump station will be constructed within Phase 4 to provide detention of peak storm water flows, treat storm water quality and pump storm water flows.
- The detention basin and drainage pump station within Phase 3 will be enlarged (if Phase 2/3 constructed an initial phase) to provide detention of peak storm water flows, treat storm water runoff and pump storm water to the existing Morrison Creek drainage outfall.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the drainage parkway (Rio Del Oro Trail), Morrison Creek Open Space and Wetland Preserve (Morrison Creek Trail) within Phase 4.

1.5 Phase 5

Phase 5 includes the industrial park, business park, local town center (retail/commercial) and community park land use east of the existing Cordova Industrial area, south of the Phase 1, north of Phase 2 and west of Phase C/E as illustrated on Exhibit B-6. The following infrastructure facilities will be constructed to serve Phase 5:

Roads:

- International Drive will be constructed from the west boundary of Phase 5 to the east boundary of Phase 5 as a two lane major arterial. A traffic signal will be constructed at the International Drive/Rancho Cordova Parkway intersection. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 6 lane arterial is constructed. International Drive west of Phase 5 is included in the Rancho Cordova Roadway Fee Program. The City of Rancho Cordova will be responsible for right-of-way acquisition and construction of International Drive from Sunrise Boulevard east to Phase 5.
- Collector A and Collector C will be constructed as Phase 5 develops with traffic signals at the Collector C/Rancho Cordova Parkway and International Drive intersections.

Sewer:

- Sewer laterals to connect to the trunk sewer facilities constructed in Phase 2 will be constructed.

Water:

- Water mains will be constructed to connect to the existing water transmission facilities constructed in Phase 2. A secondary water connection to the existing water system within the Sunrise Industrial area will be constructed as the local street within Phase 5 develops. Water transmission mains will be constructed within Rancho Cordova Parkway.

Drainage:

- Phase 5 will drain to the detention basins, pump stations and drainage channels constructed with Phases 1, 2, 3 and 4. The detention basin and drainage pump station within Phase 3 will be enlarged (if Phase 2/3/4 constructed an initial phase) to provide detention of peak storm water flows, treat storm water runoff and pump storm water to the existing Morrison Creek drainage outfall.

Trails and Open Space:

- Trails will be constructed within the Community Park (Americanos Trail and Park Loop Trail) with the Community Park development.

1.6 Phase A

Phase A includes the north central residential, park/open space and elementary school land use and is bounded by White Rock Road on the north, Phases C/E on the west, Phases B/C on the south and Phase B on the east as illustrated on Exhibit B-7. Phase A may develop independent to any other phases. White Rock Road is an existing two lane rural road on the north boundary of Phase A. The City of Rancho Cordova expects to construct White Rock Road as a 2-lane arterial prior to development of Phase A. The following infrastructure facilities will be constructed to serve Phase A:

Roads:

- White Rock Road will be reconstructed as a major arterial with 4 lanes and a median from Rancho Cordova Parkway to Rio Del Oro Parkway and construct the White Rock Road/Rio Del Oro Parkway intersection. A traffic signal will be constructed at the White Rock Road/Rio Del Oro Parkway intersection.

- Rio Del Oro Parkway will be constructed from White Rock Road south to Americanos Drive as a 2-lane collector (with additional right-of-way reserved for expansion to 4-lanes).
- Americanos Boulevard will be constructed from Rio Del Oro Parkway southeast to Villagio Drive as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed.
- Villagio Drive will be constructed within Phase A as a 2-lane special access collector from Americanos Blvd to Collector B and a 2-lane secondary collector with reservation for expansion to four lanes north of Collector B. A traffic signal will be constructed at the Villagio Drive/White Rock Road intersection.
- Collector B will be constructed from Rio Del Oro Parkway to the east boundary of Phase A.

Sewer:

- Trunk and lateral sewers will be constructed within Phase A and connected to Phase 5 along Rio Del Oro Parkway, Centennial Drive and International Drive.

Water: Phase A is within the Cal-Am water service area.

- Water transmission mains will be constructed within White Rock Road from the existing water main east to Villagio Drive and south within Rio Del Oro Parkway, Americanos Blvd and Villagio Drive.
- A transmission main will be extended from the southeast corner of Phase A south within Americanos Blvd alignment to connect to existing water transmission mains at the North Douglas project.
- Cal-Am will need two points of connection to SCWA service area and agreement for whole sale water from SCWA to serve Phase A.

Drainage:

- A drainage channel with storm water conveyance and water quality facilities will be constructed within the drainage parkway located on the western boundary of Phase A.
- A drainage channel with storm water conveyance and water quality facilities, detention facilities and drainage pump station will be constructed southwest to the Phase 4 boundary.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the drainage parkway (Park Loop Trail) within Phase A.

1.7 Phase B

Phase B includes the northeast residential, park, private recreation and elementary/middle school land use and is bounded by White Rock Road on the north and Phases A/C on the west and D on the south as illustrated on Exhibit B-8. White Rock Road is an existing two lane rural road on the north boundary of Phase B. The following infrastructure facilities will be constructed to serve Phase B:

Roads:

- The White Rock Road frontage lane will be constructed from Villagio Drive to the east Rio Del Oro plan limit.
- Collector B will be constructed within the Phase B limits.
- Americanos Boulevard will be constructed within Phase B as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed.
- Villagio Drive will be constructed within Phase B as a 2-lane special access collector. Villagio Drive will be extended to Rancho Cordova Parkway to provide a secondary access for Phase B. Rancho Cordova Parkway will be constructed from Villagio Drive south as a 2-Lane major arterial to the boundary with the Wetland Preserve and as a 4-Lane major arterial from the Wetland Preserve south to Douglas Road to provide a secondary access for Phase B.

Sewer:

- Trunk and lateral sewers will be constructed within Phase B.

Water: Phase B is within the Cal-Am water service area.

- Water transmission mains will be constructed within White Rock Road from the existing water mains east to Villagio Drive and Villagio Drive south to connect to SCWA.
- Water transmission mains will be constructed within Centennial Drive and Villagio Drives southeast to Americanos Boulevard and within Americanos Boulevard south to Douglas Road. An alternative to constructing the offsite transmission mains is to construct an interim secondary connection to SCWA service area at Centennial Drive.

Drainage:

Phase B will construct the drainage channel with Phase B from the east boundary to Phase 4 at Villagio Drive. Trails and Open Space:

- Trails and open space landscaping will be constructed along the drainage parkway (Americanos and Rio Del Oro Trails), adjacent the

Private Recreation (Americanos Trail), adjacent the Wetland Preserve (Morrison Creek Trail),

1.8 Phase C

Phase C includes the central residential, elementary school and park land use and is bounded by Phase E on the north, Phases A/B on the east, Phases 4 on the south and Phase 5 on the west as illustrated on Exhibit B-9. The following infrastructure facilities will be constructed to serve Phase C:

Roads:

- Americanos Boulevard will be constructed within Phase C as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed. A traffic signal will be constructed at the Americanos Drive /Centennial Drive intersection and Americanos/Rio Del Oro Parkway intersection.
- Centennial Drive will be constructed within Phase C as a 2-lane secondary road (with right-of-way for future expansion to a 4-lane arterial). A traffic signal will be constructed at the Rio Del Oro Parkway/Centennial Drive intersection.
- Rio Del Oro Parkway will be constructed within Phase C as a 2-lane secondary road (with right-of-way for future expansion to a 4-lane arterial).

Sewer:

- Trunk and lateral sewers will be constructed within Phase C.

Water: Phase C is within the both the SCWA and Cal-Am water service area.

- Water transmission mains will be constructed within Americanos, Rio Del Oro and Centennial Drives.

Drainage:

- A drainage channel with storm water conveyance and water quality facilities will be constructed within the drainage parkway located on the south and west boundary of Phase C. Phase C drains to the drainage facilities constructed in other Phases.

Trails and Open Space:

- Trails and open space landscaping will be constructed along the drainage parkway (Park Loop and Americanos Trails) within Phase C.

1.9 Phase D

Phase D includes the south east residential and industrial land use and is bounded by Phase B on the north and west, the city limits and North Douglas project on the east and Douglas Road/wetland preserve on the south as illustrated on Exhibit B-10. Douglas Road is an existing two lane rural road that is currently being widened on the south boundary of Phase D and a portion of Americanos Boulevard has recently been constructed on the east boundary adjacent the North Douglas project. The following infrastructure facilities will be constructed to serve Phase D:

Roads:

- Douglas Road frontage improvements will be completed on the south boundary of Phase D, and westward to along the Preserve to Rancho Cordova Parkway.
- Americanos Boulevard will be constructed within Phase D as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed. Construction of a traffic signal at the Americanos/Douglas intersection will be required.
- Centennial Drive will be constructed within Phase D as a 2-lane secondary road (with right-of-way for future expansion to a 4-lane arterial). A traffic signal will be constructed at the Americanos Boulevard /Centennial Drive intersection.
- Collector B will be constructed within the Phase D limits.

Sewer:

- Trunk and lateral sewers will be constructed within Phase D.

Water: Phase D is within the Cal-Am water service area.

- Water transmission mains will be constructed within Americanos Boulevard, Centennial Drive and Collector B Drives.
- Construction of a water storage tank and booster pump station will be required for the Cal-Am service area.

Drainage:

Phase D drains to the drainage channels, drainage detention and pump station facilities constructed in other Phases. Trails and Open Space:

- Trails and open space landscaping will be constructed along the Wetland Preserve (Morrison Creek Trail) and Americanos Boulevard (Americanos Trail).

1.10 Phase E

Phase E includes the north central industrial, business, regional town center and community park land use and is bounded by White Rock Road on the north, Phases 1/5 on the west, Phases A/C on the east and Phases 5/C on the south as illustrated on Exhibit B-11. White Rock Road is an existing two lane rural road. The City of Rancho Cordova expects to construct White Rock Road as a 2-lane arterial prior to development of Phase A. The following infrastructure facilities will be constructed to serve Phase A:

Roads:

- Americanos Boulevard will be constructed within Phase E as a 2-lane major arterial. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed.
- International Drive will be constructed from the west boundary of Phase E to White Rock Road as a 2-lane major arterial. A traffic signal will be constructed at the International Drive/White Rock Road intersection. Additional lanes will be added as required with future phases or as part of a City CIP project until the ultimate 4-lane arterial is constructed. A Traffic signal will be constructed at the International Drive/Americanos Boulevard intersection.
- Centennial Drive will be constructed within Phase E as a 2-lane secondary road (with right-of-way for future expansion to a 4-lane arterial). A traffic signal will be constructed at the International Drive/Centennial Drive intersection.

Sewer:

- Trunk and lateral sewers will be constructed within Phase E.

Water: Phase E is within the SCWA water service area.

- Water transmission mains will be constructed within Americanos Boulevard and International Drives.
- Construction of a water storage tank and booster pump station will be required for the SCWA.

Drainage:

- Phase D drains to the drainage channels, drainage detention and pump station facilities constructed in other Phases.

Trails and Open Space:

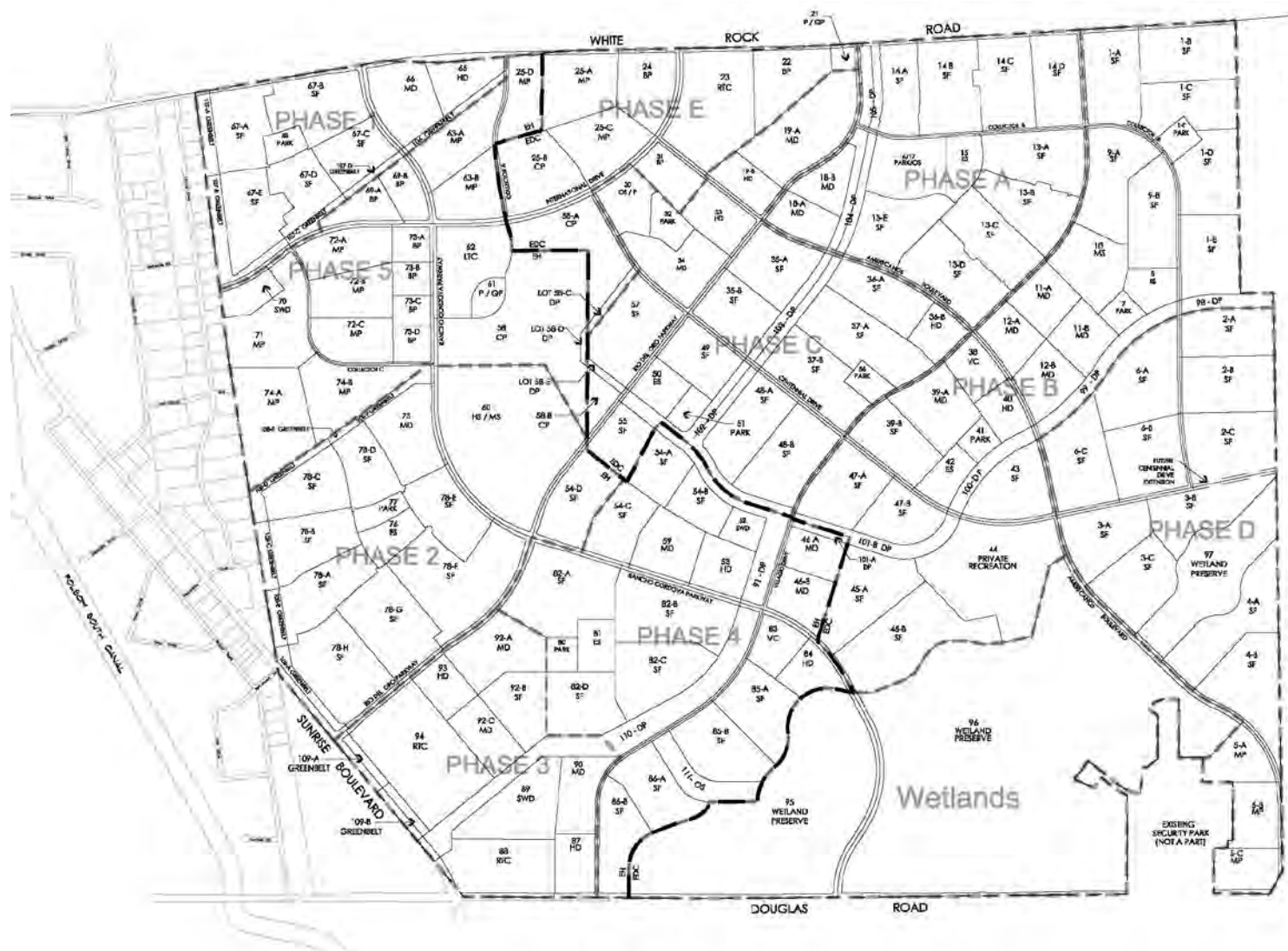
- Trails and open space landscaping will be constructed along the Community Park, International Drive and White Rock Road (Park Loop Trail) within Phase E.

1.11 Wetland Preserve (WP)

The wetland preserve will be constructed in phases consistent with the wetland permit.

Table 1-1 Land Use by Phase

Land Use Symbol Density	Phase 1		Phase 2		Phase 3		Phase 4		Phase 5		Phase A		Phase B		Phase C		Phase D		Phase E		Wetland Preserve		Total AC	Total DUs
	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs	AC	DUs		
SFR 5	99.54	482	219.33	1,063	16.75	81	233.71	1,132			201.59	977	304.37	1,479	216.61	1,049	274.45	1,330					1,566.4	7,593
MD 8	20.38	147	21.96	159	50.85	368	40.88	296			21.79	158	74.08	536	53.14	384							283.1	2,048
HD 26	12.00	312			21.06	548	22.90	596					9.00	234	33.0	858							98.0	2,548
LTC									24.34														24.3	
RTC					74.97													37.93					112.9	
VC							10.06						10.01										20.1	
BP									41.54										48.87				90.4	
MP									186.80								39.18		43.56				269.5	
P/PQ									5.00										2.54				7.5	
HS/MS			78.02																				78.0	
MS													20.01										20.0	
ES			9.46				8.99				9.36		18.02		9.02								54.9	
CP									64.29						5.59			51.64					121.5	
P	5.20		5.36				4.97				10.18		15.01		16.98								57.7	
SWD					24.91		6.00		7.76														38.7	
WP																	42.80				467.22		510.0	
DP					17.29		38.75		1.11		17.99		35.48		28.80				2.52				141.9	
PR												52.50											52.5	
OS							12.05				10.18												22.2	
OS/P															11.99								12.0	
GB	23.75		22.05		4.97																		50.8	
ROW	8.80		18.39		12.91		18.85		19.83		16.48		24.10		24.43		15.31		16.25		20.18		195.5	
TOTAL:	169.7	941	374.6	1,222	223.7	997	397.2	2,024	350.7	0	287.6	1,135	562.6	2,249	399.6	2,291	371.7	1,330	203.3	0	487.4	0	3,827.9	12,189



PHASING EXHIBIT
RIO DEL ORO
PHASING PLAN
JANUARY, 2016

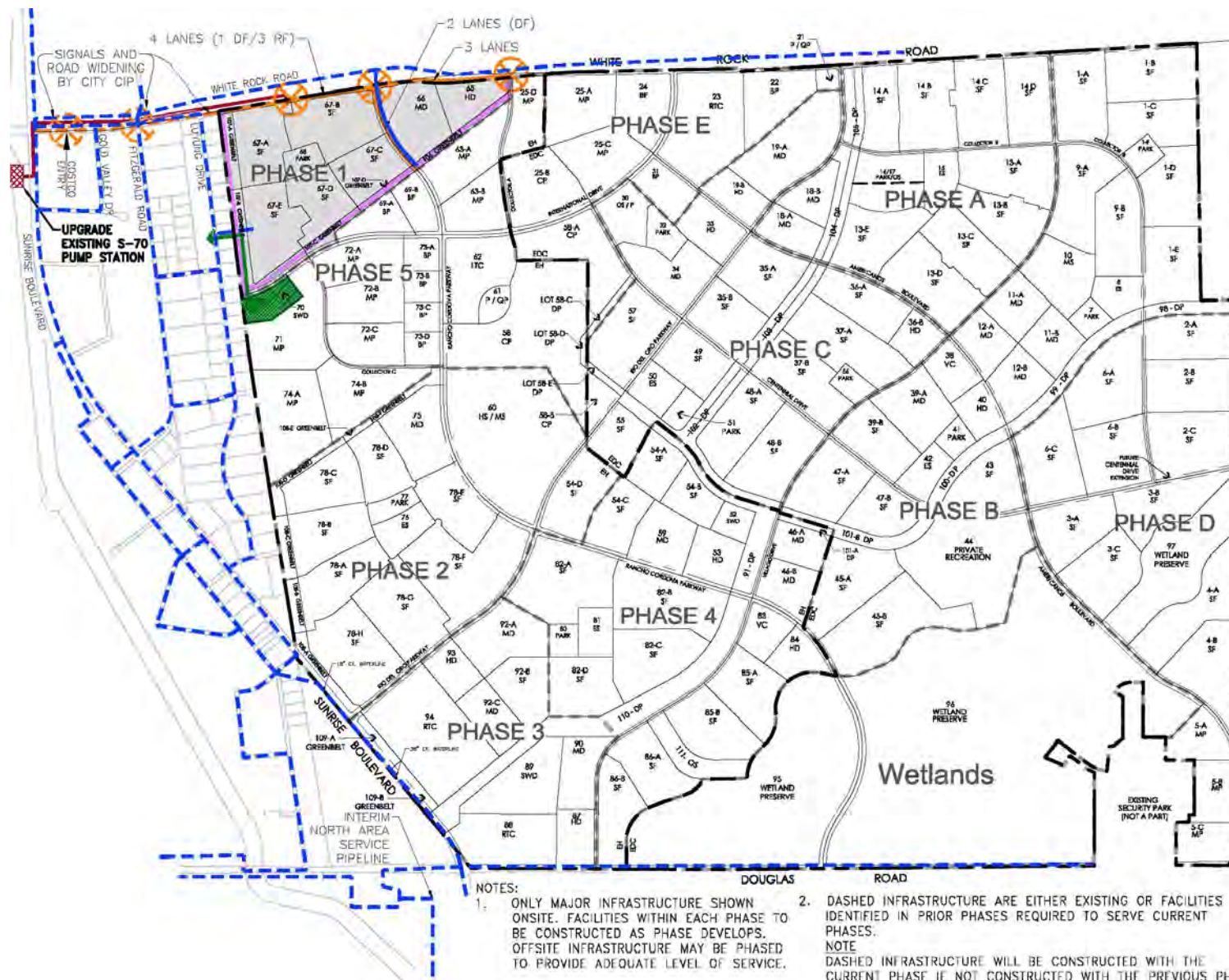
Exhibit B-1
Appendix H: Infrastructure Phasing
Rio Del Oro Finance Plan

LEGEND	
OWNERSHIP BOUNDARY	---
PHASING BOUNDARY	---
EASTON DEVELOPMENT COMPANY	EDC
ELLIOTT HOMES	EH

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

PHASING EXHIBIT
RIO DEL ORO
PHASE 1
JANUARY 2016

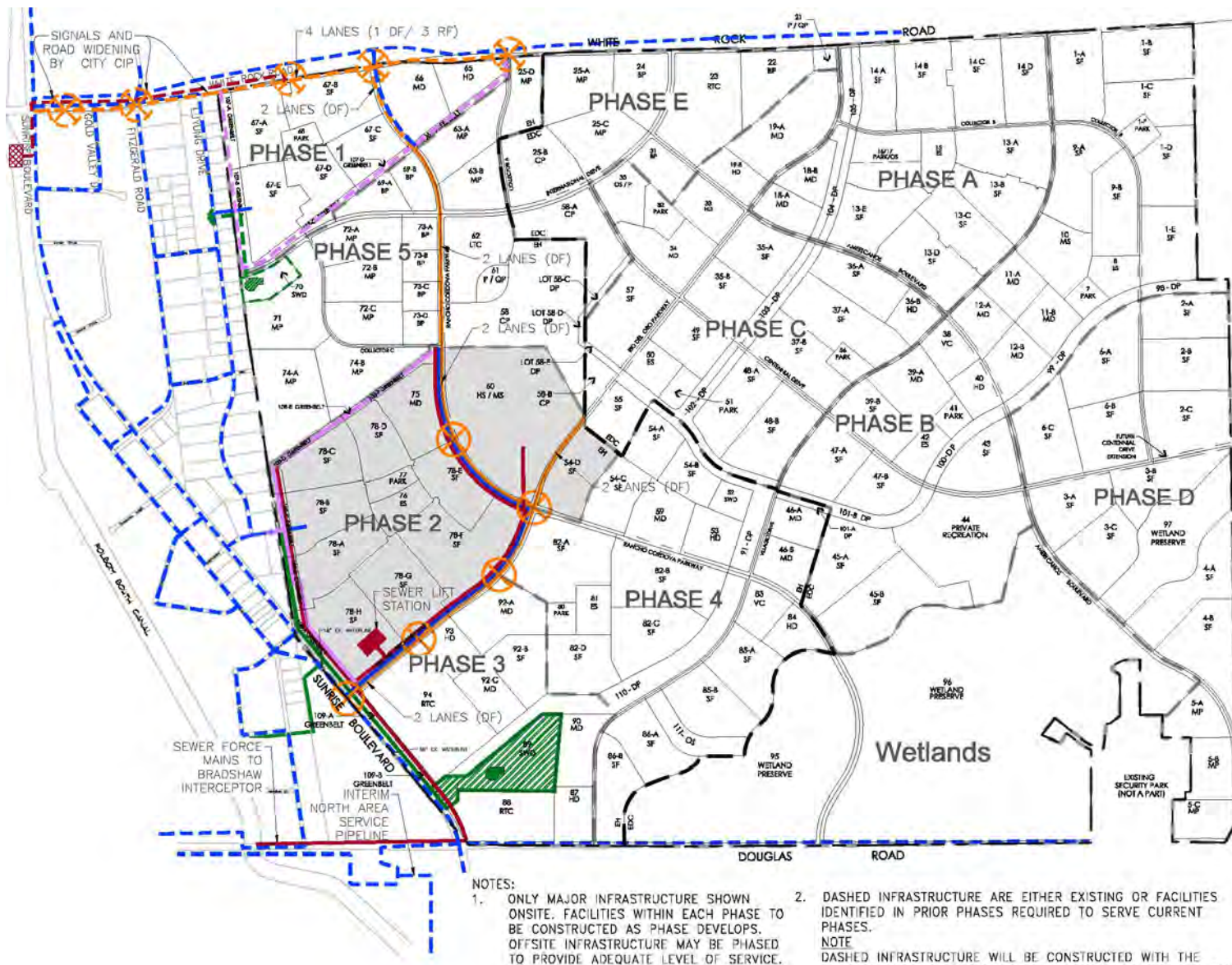
Exhibit B-2
APPENDIX H: INFRASTRUCTURE PHASING
Rio Del Oro Finance Plan



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PHASING EXHIBIT
RIO DEL ORO
PHASE 2
JANUARY 2016

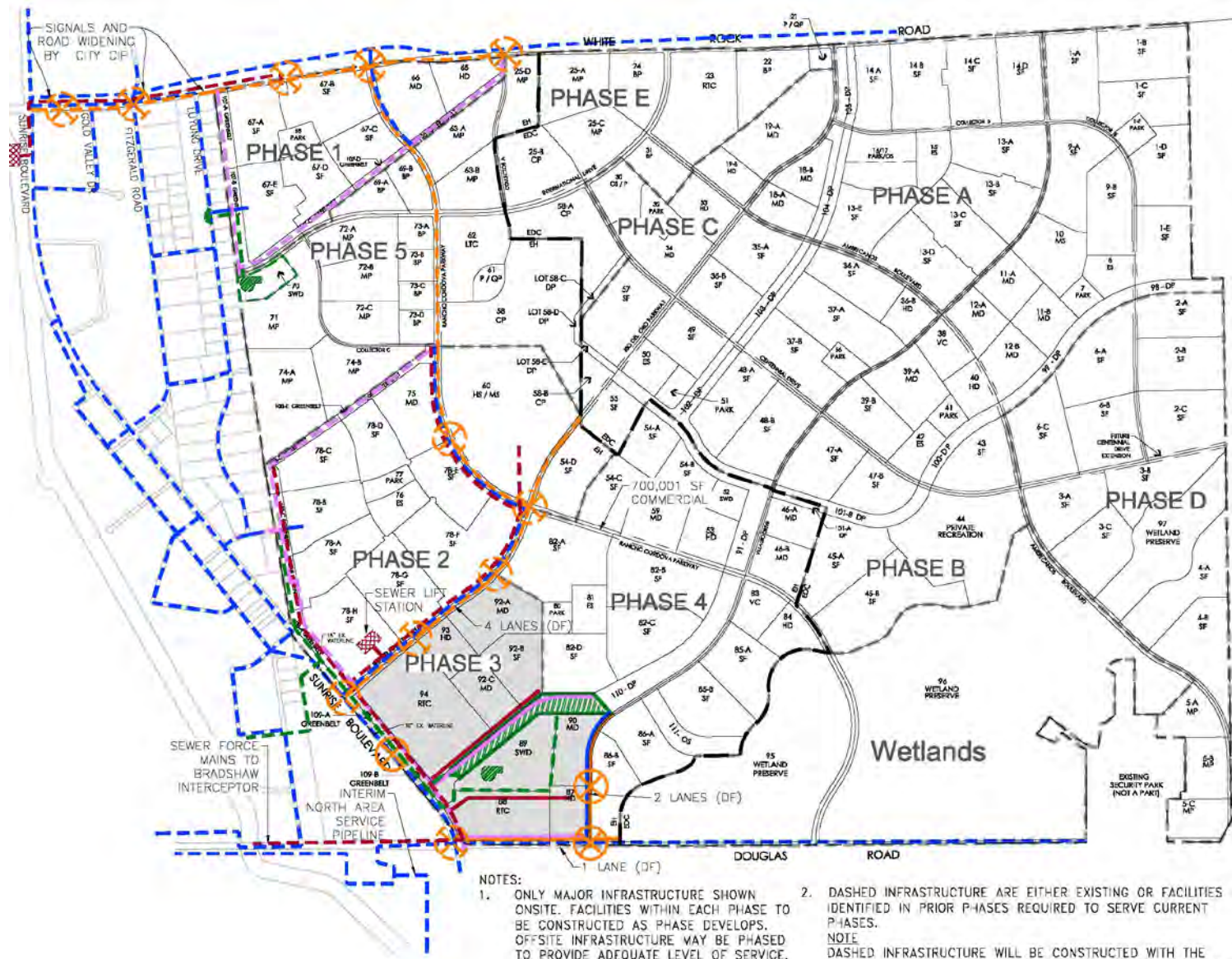
Exhibit B-3
APPENDIX H: INFRASTRUCTURE PHASING
Rio Del Oro Finance Plan

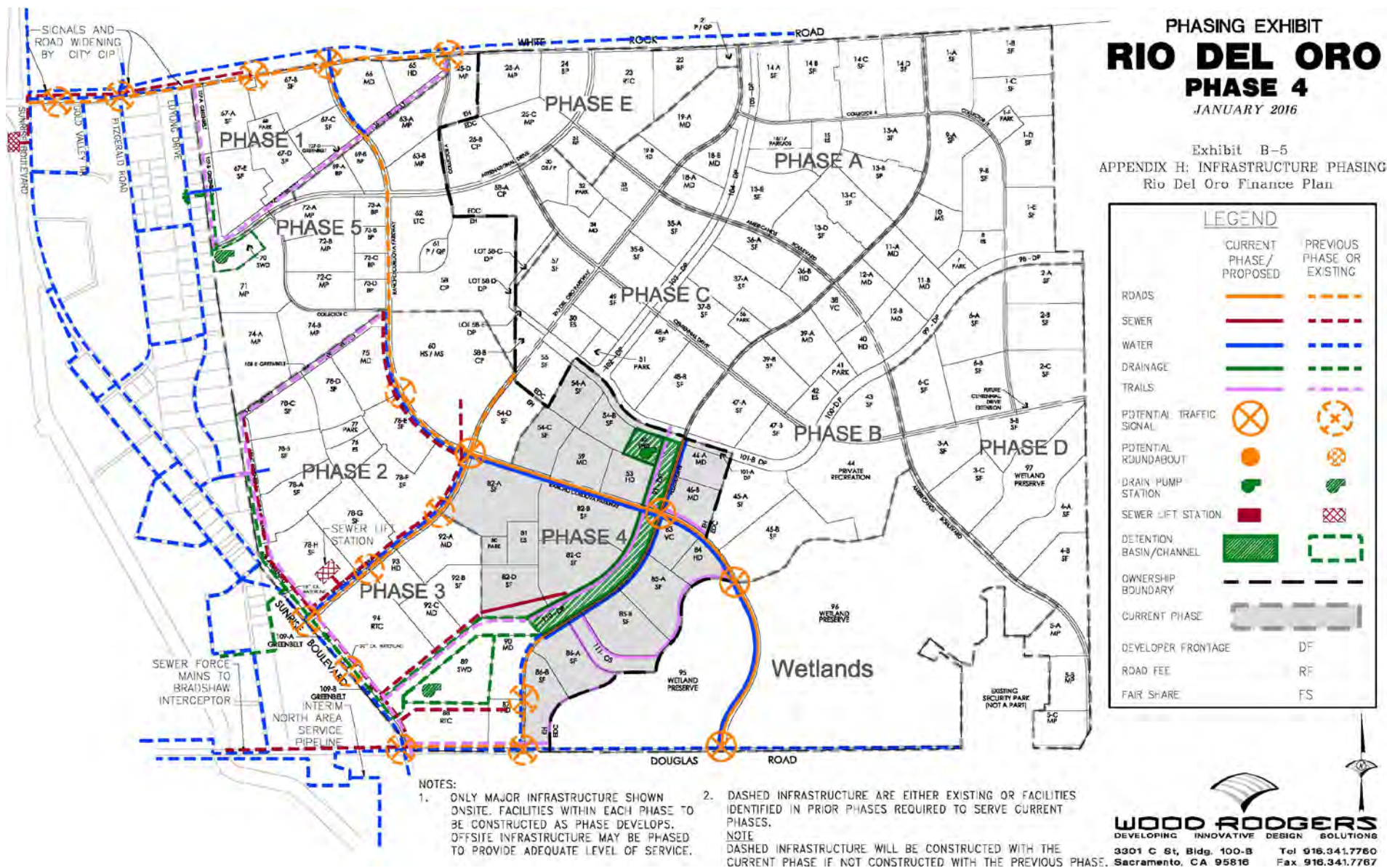


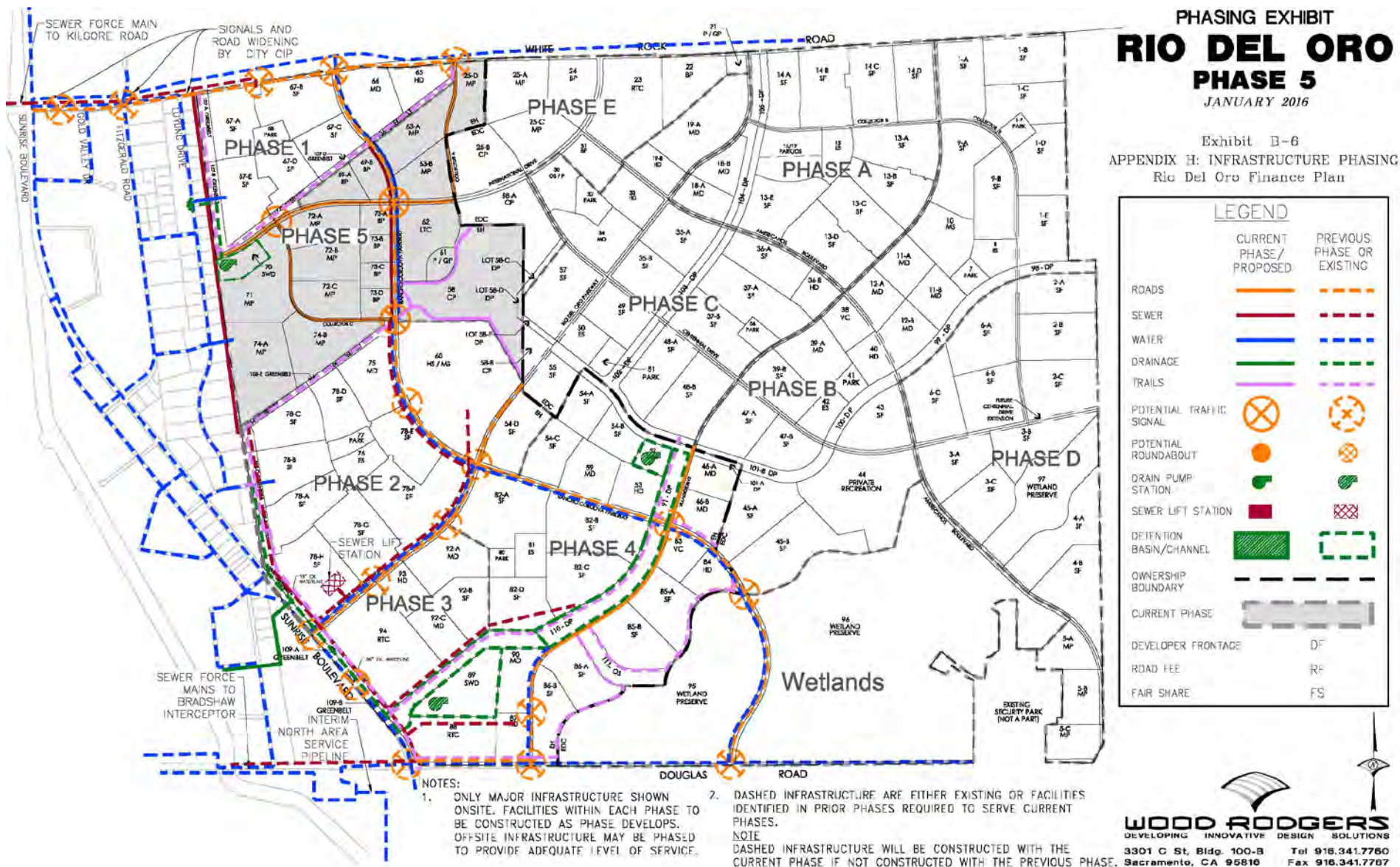
LEGEND	
CURRENT PHASE/PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS	ROADS
SEWER	SEWER
WATER	WATER
DRAINAGE	DRAINAGE
TRAILS	TRAILS
POTENTIAL TRAFFIC SIGNAL	POTENTIAL TRAFFIC SIGNAL
POTENTIAL ROUNDABOUT	POTENTIAL ROUNDABOUT
DRAIN PUMP STATION	DRAIN PUMP STATION
SEWER LIFT STATION	SEWER LIFT STATION
DETENTION BASIN/CHANNEL	DETENTION BASIN/CHANNEL
OWNERSHIP BOUNDARY	OWNERSHIP BOUNDARY
CURRENT PHASE	CURRENT PHASE
DEVELOPER FRONTAGE	DEVELOPER FRONTAGE
ROAD FEE	ROAD FEE
FAIR SHARE	FAIR SHARE

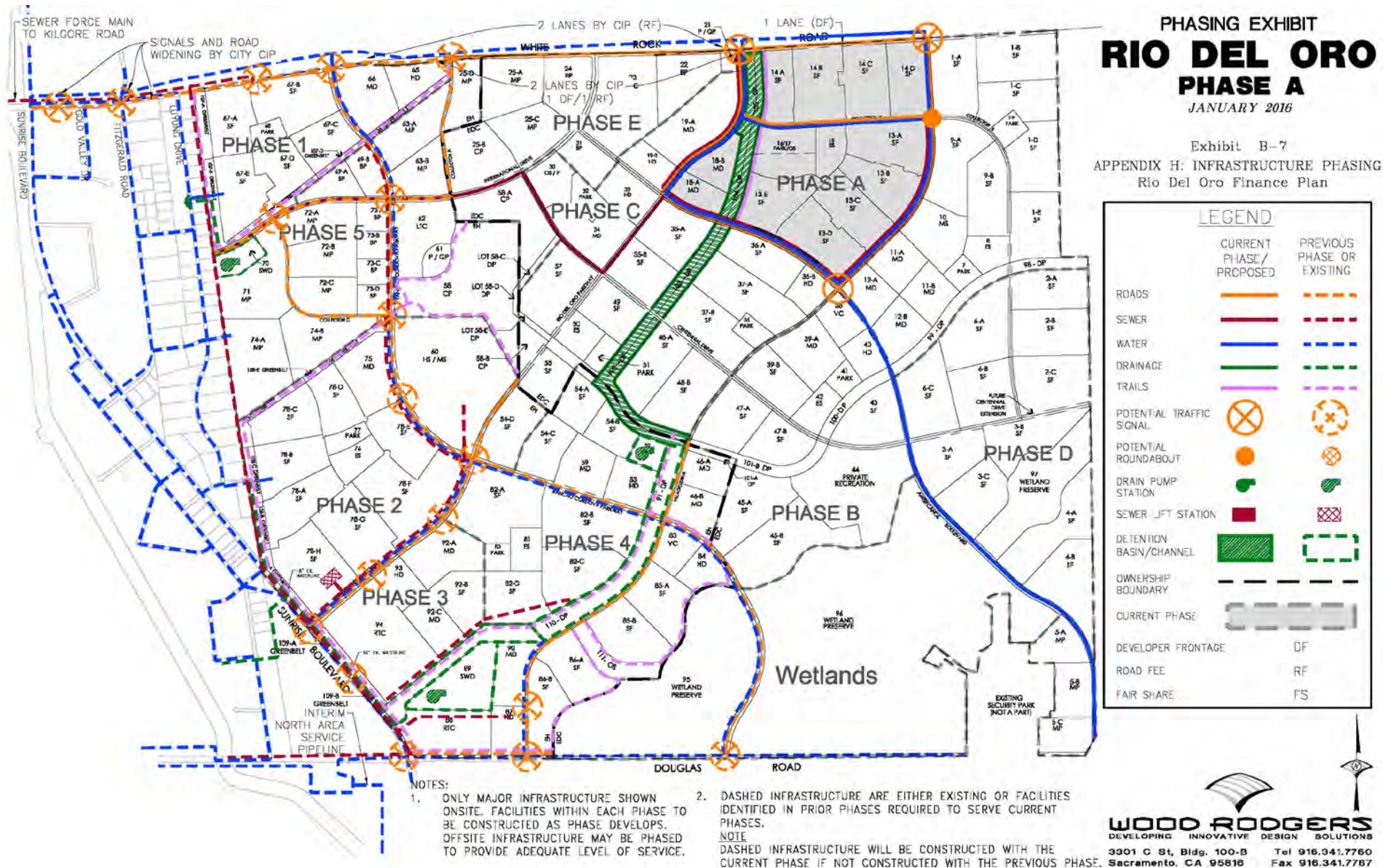
- NOTES:
- ONLY MAJOR INFRASTRUCTURE SHOWN ONSITE. FACILITIES WITHIN EACH PHASE TO BE CONSTRUCTED AS PHASE DEVELOPS. OFFSITE INFRASTRUCTURE MAY BE PHASED TO PROVIDE ADEQUATE LEVEL OF SERVICE.
 - DASHED INFRASTRUCTURE ARE EITHER EXISTING OR FACILITIES IDENTIFIED IN PRIOR PHASES REQUIRED TO SERVE CURRENT PHASES.
NOTE
DASHED INFRASTRUCTURE WILL BE CONSTRUCTED WITH THE CURRENT PHASE IF NOT CONSTRUCTED WITH THE PREVIOUS PHASE.

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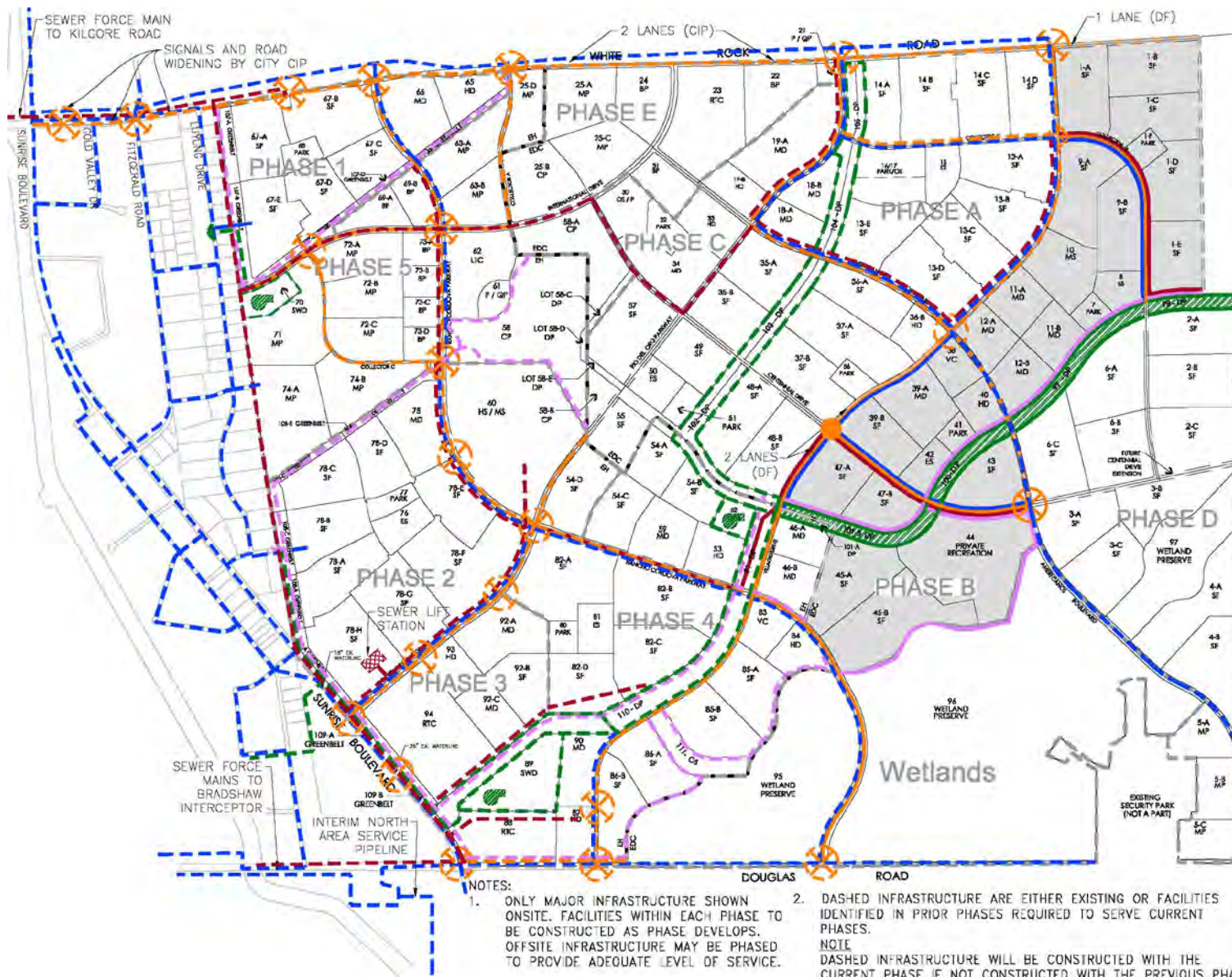






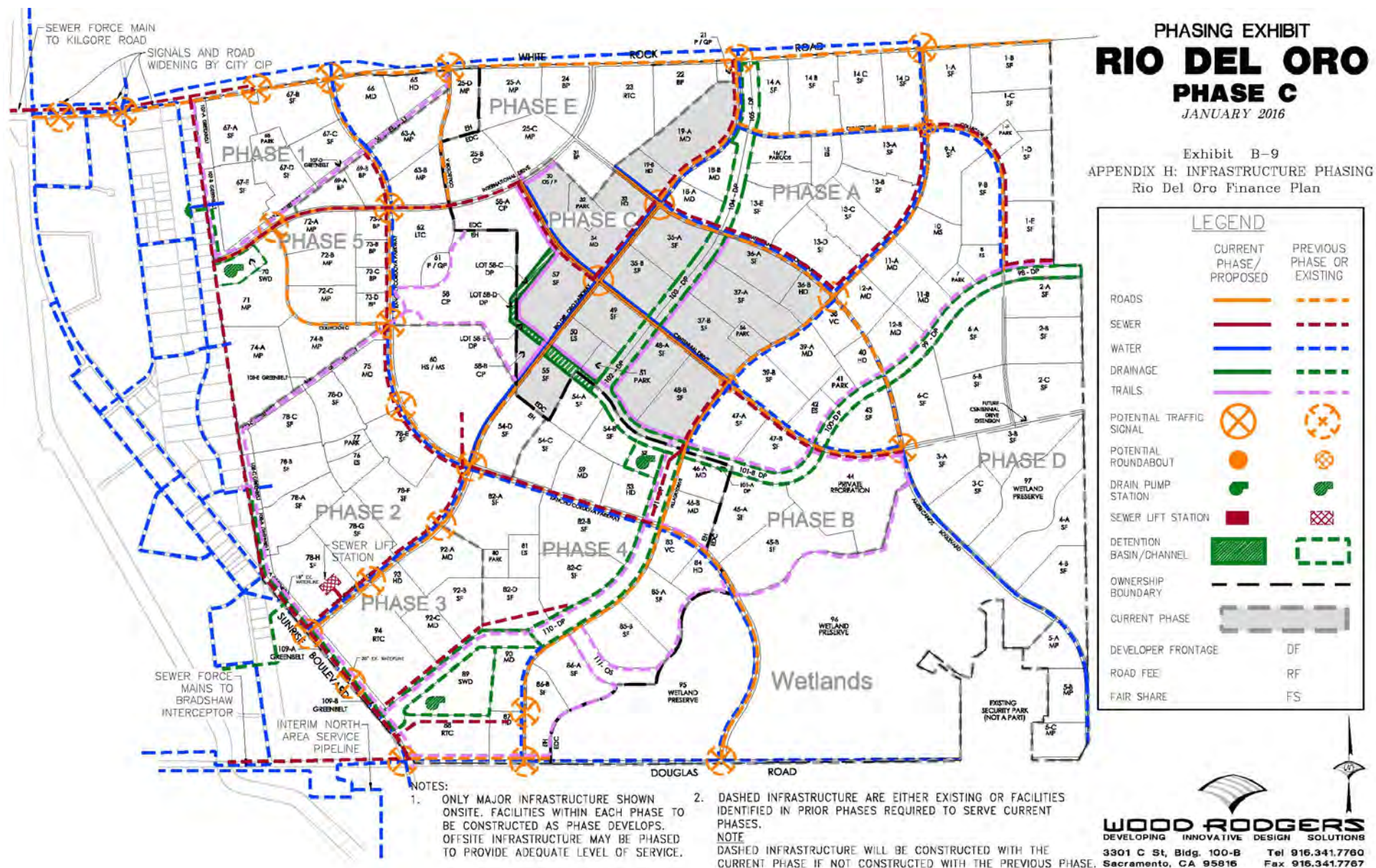
PHASING EXHIBIT
RIO DEL ORO
PHASE B
JANUARY 2016

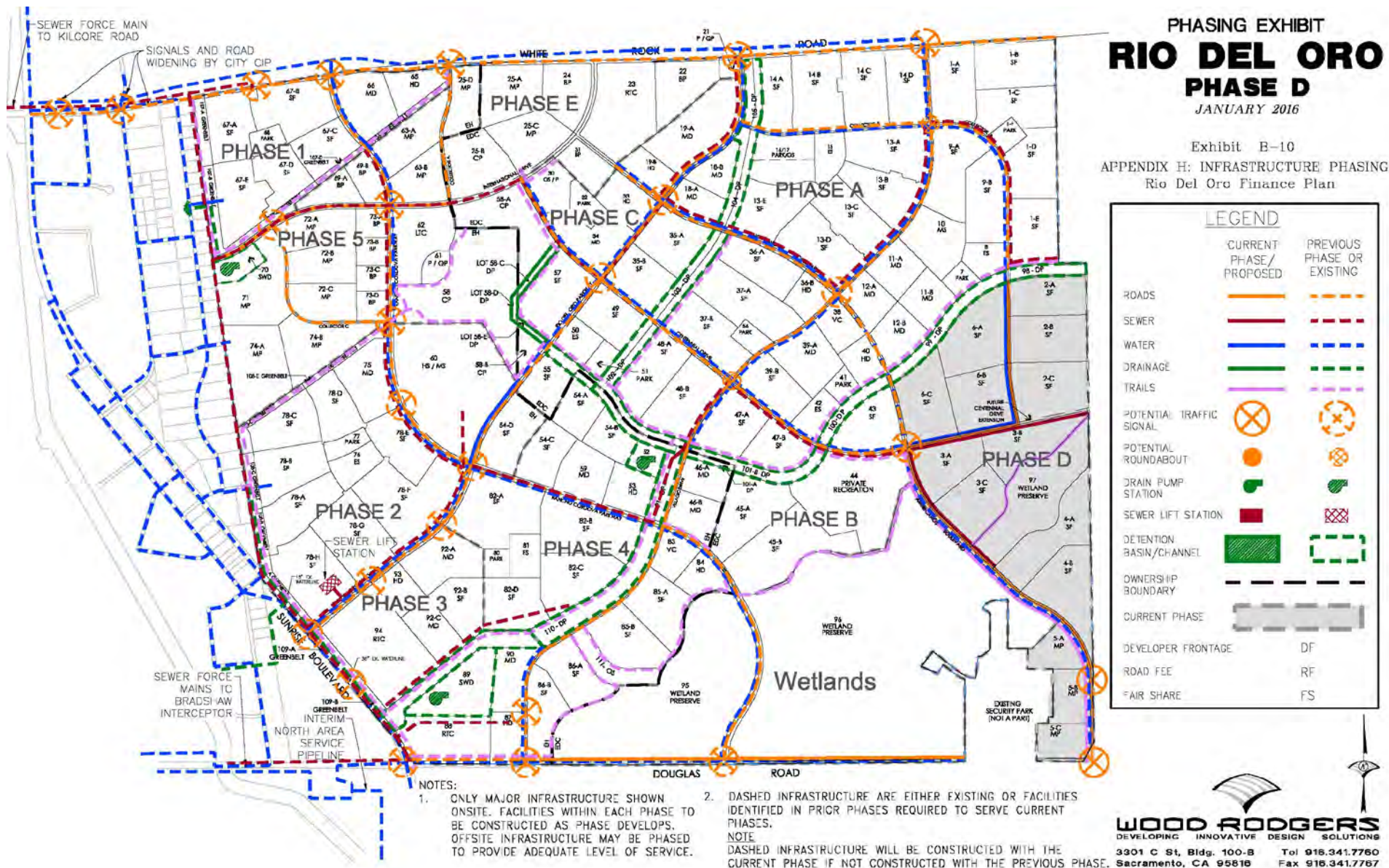
Exhibit B-8
APPENDIX H: INFRASTRUCTURE PHASING
Rio Del Oro Finance Plan

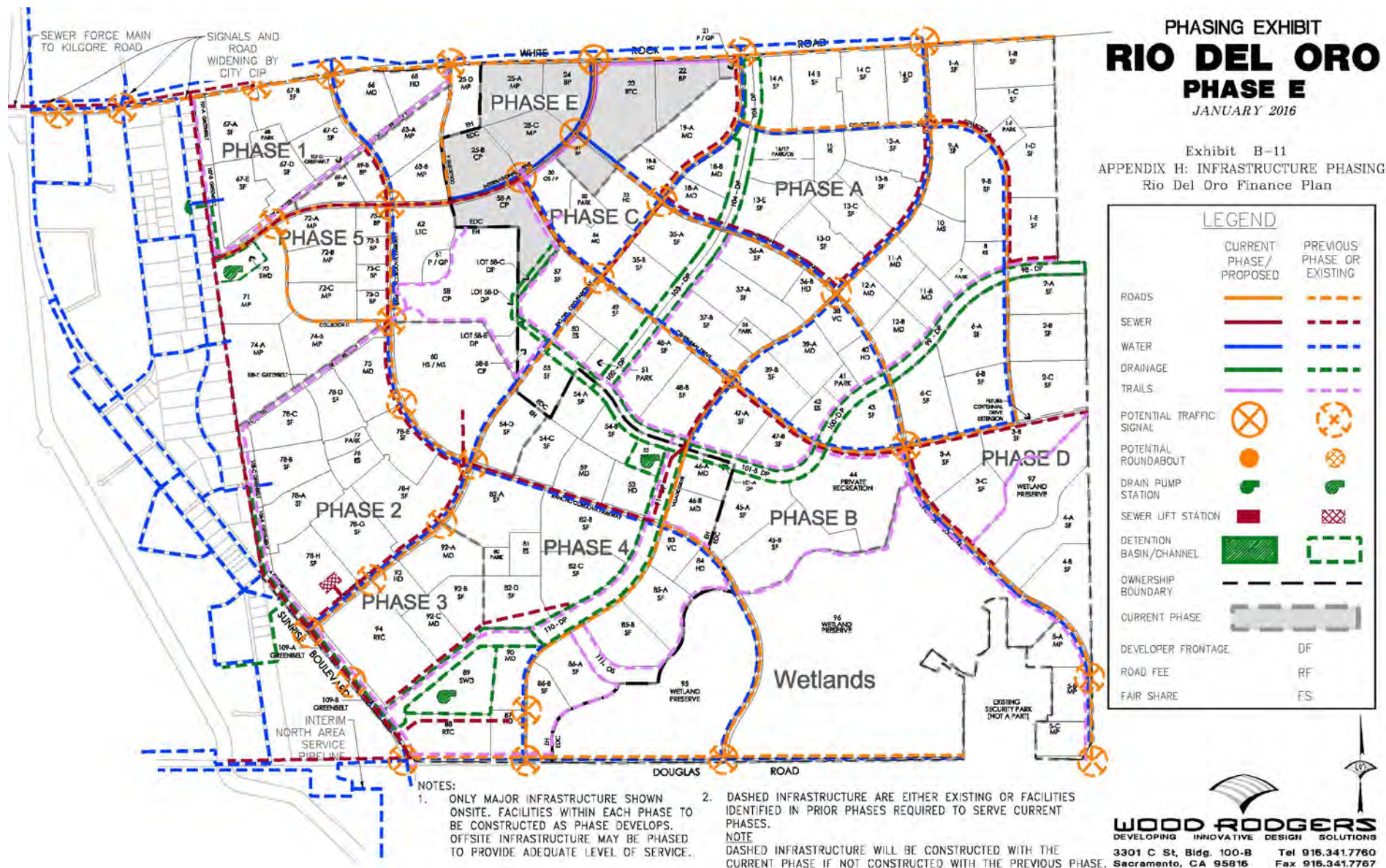


	CURRENT PHASE/PROPOSED	PREVIOUS PHASE OR EXISTING
ROADS		
SEWER		
WATER		
DRAINAGE		
TRAILS		
POTENTIAL TRAFFIC SIGNAL		
POTENTIAL ROUNDABOUT		
DRAIN PUMP STATION		
SEWER LIFT STATION		
DETENTION BASIN/CHANNEL		
OWNERSHIP BOUNDARY		
CURRENT PHASE		
DEVELOPER FRONTAGE		DF
ROAD FEE		RF
FAIR SHARE		FS

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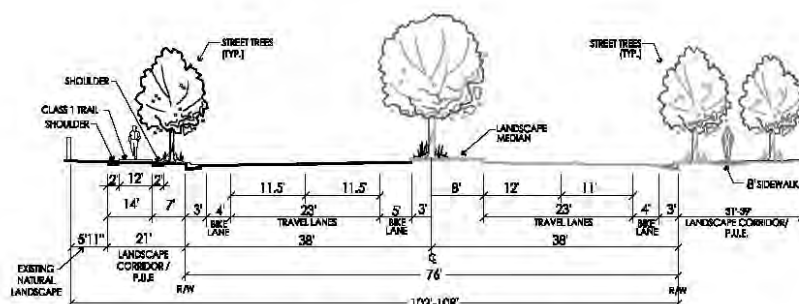


TYPICAL 4-LANE CONSTRUCTION PHASING OPTIONS

RIO DEL ORO

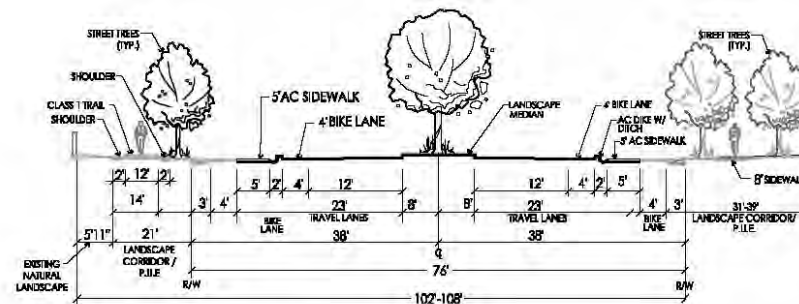
CITY OF RANCHO CORDOVA CALIFORNIA

JANUARY, 2016



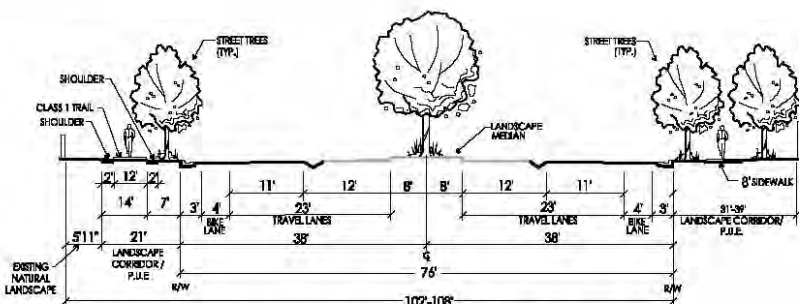
A 4 LANE MAJOR ARTERIAL

76' STREET SECTION
NOT TO SCALE



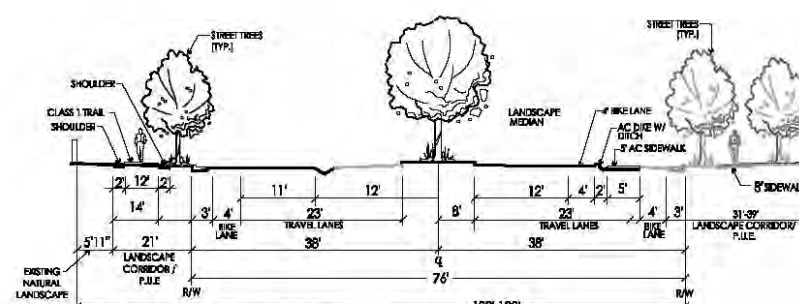
B 4 LANE MAJOR ARTERIAL

76' STREET SECTION
NOT TO SCALE



C AMERICANOS BOULEVARD - SPECIAL SECTION

76' STREET SECTION
NOT TO SCALE



D 4 LANE MAJOR ARTERIAL

76' STREET SECTION
NOT TO SCALE

Exhibit B-12
APPENDIX H: INFRASTRUCTURE PHASING
Rio Del Oro Finance Plan

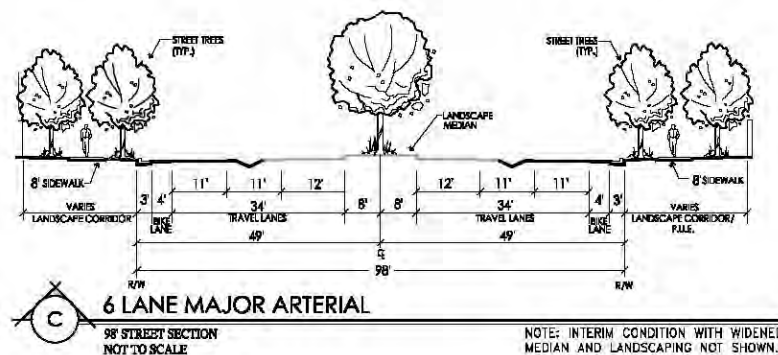
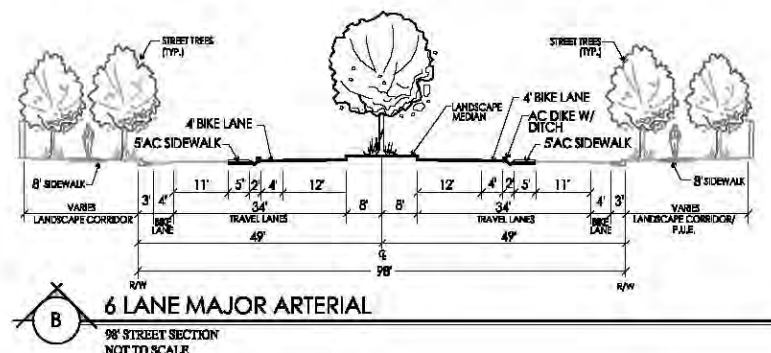
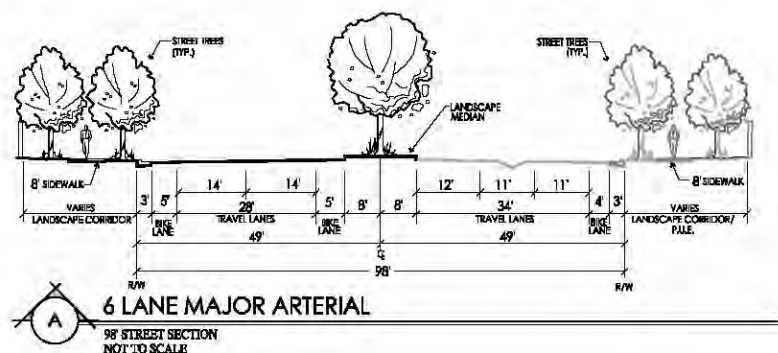
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TYPICAL 6-LANE CONSTRUCTION PHASING OPTIONS

RIO DEL ORO

CITY OF RANCHO CORDOVA CALIFORNIA

JANUARY, 2016



NOTE: INTERIM CONDITION WITH WIDENED
MEDIAN AND LANDSCAPING NOT SHOWN.

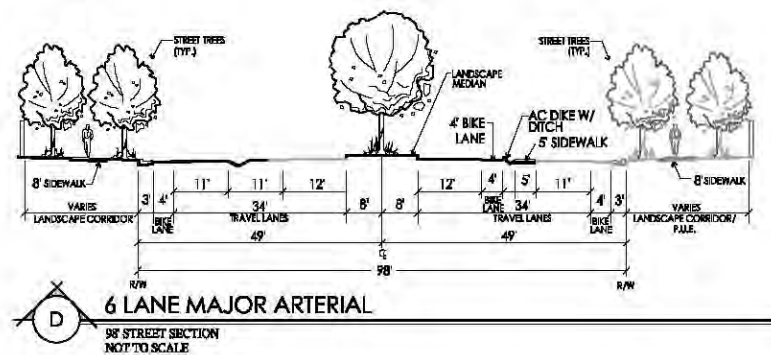


Exhibit B-13
APPENDIX H: INFRASTRUCTURE PHASING
Rio Del Oro Finance Plan

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Sacramento, CA 95816 Fax 916.341.7767

APPENDIX I:
Guiding Principles for Funding
Backbone Infrastructure



Appendix I
Rio Del Oro Specific Plan Public Facilities Financing Plan
Guiding Principles for Funding Backbone Road Infrastructure

Core Backbone Road Infrastructure

The City has identified the following core backbone infrastructure improvements as necessary to support the next 10,000 residential EDUs in the new development area east of Sunrise Blvd. The estimated costs of these improvements are approximately \$150 million. A dedicated revenue stream in the form of a set aside from the development impact fee is intended to partially fund the core improvements.

- Zinfandel Complex Improvements
- Sunrise Boulevard Widening from Kiefer Blvd. to Jackson Hwy including intersection improvements at Jackson Hwy
- White Rock Road Widening from Sunrise Blvd. to Rancho Cordova Pkwy including intersection improvements
- Rancho Cordova Parkway Interchange and Rancho Cordova Parkway Extension to White Rock Road
- Douglas Road Widening from Sunrise Blvd. to Zinfandel Drive including bridge widening over the Folsom South Canal and completion of intersection improvements at Sunrise Blvd.

Infrastructure Funding Approach for Core Backbone

For development within the Rio Del Oro Specific Plan (RDOSP), a portion of the City's Transportation Development Impact Fee (TDIF) on residential units will be set aside to establish a dedicated revenue source to help fund the core backbone road improvements. The set aside amount will be \$9,000 per residential EDU and does not apply to nonresidential development. Single-family uses are assigned 1 EDU per unit and Multifamily land uses are assigned EDUs based on their relative impact compared to a single family unit. Therefore, the multifamily EDU factor will be less than a single-family unit.

If applied uniformly to the next 10,000 residential EDUs in the new development area, the set aside fund would generate approximately \$90 million (today's dollars) to be spent towards the major core infrastructure. If new development in the RDOSP builds any core backbone infrastructure, the core backbone infrastructure improvements will be creditable against the TDIF.

The City will maintain flexibility and full discretion on the prioritization, timing, and phasing of the improvements and to modify the list of backbone improvements to substitute or add other improvements that are identified to meet level of service requirements or to improve traffic circulation in the City. Such modifications shall not increase the set aside amount. The City also has full discretion to utilize the monies generated to leverage funding opportunities for transportation improvements.

Developer Construction of Core Backbone Improvements

Any associated RDOSP construction requirements for Core Backbone Road Infrastructure would be eligible for credits or reimbursement from the set-aside portion of the TDIF and/or the remaining TDIF obligation. Core Backbone Road Improvement construction requirements would be eligible for credits against the TDIF to the extent that such credits are available, based on the applicable TDIF obligation otherwise payable by the development requiring the construction of credit-generating improvements. If credits exceed the corresponding fee obligation (i.e., if the improvement costs exceed the amount of credits that can be applied against the applicable fee obligation), the constructing entity then would be eligible for reimbursement from the TDIF.

Developer Construction of Other TDIF Improvements

Fee Program eligible improvements that a developer may be required to construct through the phasing plan for the project will be fully creditable towards the remaining portion of the TDIF after the set aside has been allocated for the core backbone infrastructure. To the extent that improvement costs exceed available credits, the developer will be eligible for reimbursements from the remaining portion of future TDIF revenues.

Administration

The initial set aside of \$9,000 per residential EDU would inflate at the same inflation rate and methodology as the Transportation Development Impact Fee (TDIF), commencing upon adoption of the RDOSP Public Facilities Financing Plan . The City will be responsible for managing the set aside funding and delivering the core backbone infrastructure improvements. Administration of the TDIF set aside will be funded from the administration component of the TDIF. The TDIF set aside will not have an additional administration charge.

The set aside will automatically sunset when full funding for the Rancho Cordova Parkway / Highway 50 interchange or an alternative approved by the City has been secured.

PROJECT NOTES

RECORD OWNER/APPLICANTS

ELLIOTT WHITE ROCK LLC &
STONECREEK INDUSTRIAL LLC
C/O ELLIOTT HOMES
340 PALADINO PARKWAY, SUITE 201
FOLSOM, CA 95630
(916) 984-1302
CONTACT: PRICE WALKER

EASTON DEVELOPMENT COMPANY, LLC
1180 IRON POINT ROAD, SUITE 300
FOLSOM, CA 95630
(916) 301-6037
CONTACT: MICHAEL LAFORTUNE

PLANNER/ENGINEER

WOOD RODGERS INC.
3301 C STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT/PLANNER: TIMOTHY DENHAM, ACP
ENGINEER: TIMOTHY CRUSH, PE NO. 41976
PHONE: (916) 341-7760

ASSESSOR'S PARCEL NUMBERS

072-0370-043, 045, 046, 047, 048, 071, 089, 092
072-0370-102, 103, 104, 105
072-0540-004, 005, 006, 011, 013, 014, 015, 016
072-0540-017, 021, 022, 023

AREA

332279 ± ACRES GROSS

NUMBER OF PARCELS

185 LARGE LOTS (SEE LAND USE SUMMARY)

EXISTING USE

VACANT

PROPOSED USE

SEE LAND USE SUMMARY

EXISTING & PROPOSED ZONING

SPECIAL PLANNING AREA (ORD. # SEC 95-0014)

PARK DISTRICT

CORDOVA RECREATION & PARK DISTRICT

FIRE PROTECTION

SACRAMENTO METRO FIRE DISTRICT

SCHOOL DISTRICT

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

SEWER

SACRAMENTO COUNTY SANITATION DISTRICT #1

STORM DRAIN

COUNTY OF SACRAMENTO

WATER

SAC COUNTY WATER AGENCY & CAL AM WATER

ELECTRICITY

SMUD

NATURAL GAS

PG&E

LARGE LOT TENTATIVE SUBDIVISION MAP

RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 4, 2016

SHEET 1 OF 2

MAP NOTES

- 1) SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66464.1(A) OF THE SUBDIVISION MAP ACT.
- 2) UNLESS OTHERWISE SHOWN ON MAP, ALL UTILITIES WILL BE INSTALLED WITHIN THE PUBLIC ROAD RIGHT-OF-WAY OR WITHIN A 12.5' PUBLIC UTILITY EASEMENT (P.U.E.).
- 3) ALONG ALL PUBLIC STREETS, P.U.E. IS MEASURED FROM RIGHT-OF-WAY OR BACK OF WALK AS SHOWN ON THE STREET SECTIONS (SEE SHEET 2). AN OPTIONAL 10' P.U.E. IS ALLOWED ON ALL STREETS WITH RESIDENTIAL LOTS THAT ARE LESS THAN 100' DEEP AS MEASURED FROM BACK OF WALK.
- 4) OWNER WILL DEDICATE ALL EASEMENTS AND LOTS NECESSARY TO PROVIDE ALL UTILITIES. NET ACRES SHOWN ON THIS EXHIBIT EXCLUDE LOTS.
- 5) THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
- 6) 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.
- 7) ALL EXISTING STRUCTURES TO BE REMOVED, EXCEPT FOR STRUCTURES WITH EXISTING RESTRICTIONS PER LAND USE COVENANTS.
- 8) THIS EXHIBIT FOR LARGE LOT TENTATIVE MAP PURPOSES ONLY. ALL THE CHARACTERISTICS ARE TO BE VERIFIED PRIOR TO FINAL MAP.
- 9) SEE SEPARATE 500' RADIUS MAP AND PROPERTY OWNER LIST FOR REQUIRED ADJACENT OWNERSHIP INFORMATION.
- 10) PURSUANT TO SECTION 66499.20 (D) OF THE SUBDIVISION MAP ACT, THE LANDS SHOWN HEREON ARE HEREBY MERGED AND RE-SUBDIVIDED.
- 11) MASTER UTILITY STUDIES WILL BE PROVIDED AT THE TIME OF VILLAGE IMPROVEMENT PLAN SUBMITTAL.
- 12) L.O.D. STREET SECTIONS ARE PER APPROVED RIO DEL ORO SPECIFIC PLAN AND AS MODIFIED WITH THIS APPLICATION.
- 13) THE L.O.D. LOCATIONS SHOWN ON THIS MAP MAY BE ADJUSTED WITH THE PROCESSING OF FUTURE ENLARGEMENT DOCUMENTS.
- 14) ACTUAL '32' L.O.D. 'STREET SECTION' TO BE DETERMINED WITH SMALL LOT TENTATIVE MAP.
- 15) MONITORING WELLS THAT WILL BE IMPACTED BY FUTURE DEVELOPMENT WILL BE RELOCATED ON FUTURE DEVELOPMENT PLANS.
- 16) THE DEVELOPMENT OF THIS PROPERTY IS SUBJECT TO ALL COVENANTS TO RESTRICT USE OF PROPERTY, WATER EXTRACTION AND PIPELINE EASEMENT AGREEMENTS, MONITOR WELLS EASEMENT AGREEMENTS, AND COVENANTS NOT TO DRILL WATER WELLS.
- 17) ALL EASEMENTS IMPACTED BY DEVELOPMENT SHALL BE ABANDONED AND/OR RELOCATED AS NECESSARY, EXCEPT EXISTING EASEMENTS IMPACTED BY LAND USE COVENANTS.
- 18) THE AERIAL TOPOGRAPHY SHOWN HEREON WAS FLOWN BY GEOMAPS ON DECEMBER 2002.
- 19) PURSUANT TO SECTION 66499.20 (D) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY NOTICED TO BE ABANDONED (SEE SHEET 2 FOR LOCATIONS):
 - 1) STATED EASEMENT 800707 OR 8778
 - 2) POSE PRIVATE ACCESS 801735 OR 499
 - 3) POSE POLE EASEMENT 800707 OR 1187
 - 4) GROUNDWATER RESTRICTION 20080303 OR 971 & 972
 - 5) COUNTY ROAD 12183.30
 - 6) POSE POLE EASEMENT 800707 OR 1184
 - 7) FTAT POLE EASEMENT 800707 OR 481
 - 8) FTAT 780022 OR 854
 - 9) POSE POLE EASEMENT 800707 OR 1184
 - 10) FTAT EASEMENT 800707 OR 485
 - 11) STATED EASEMENT 720131 OR 670

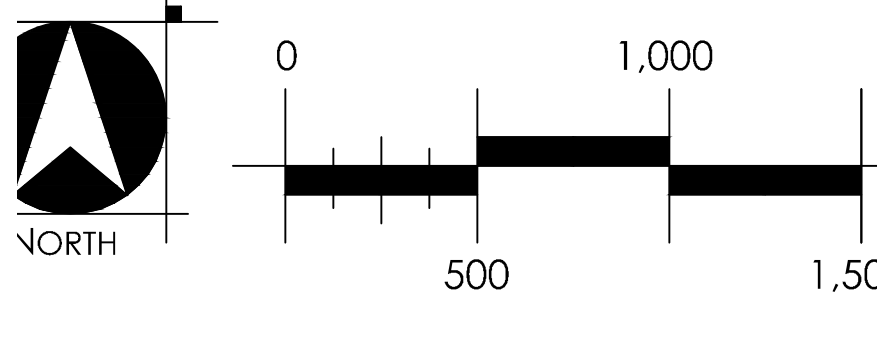
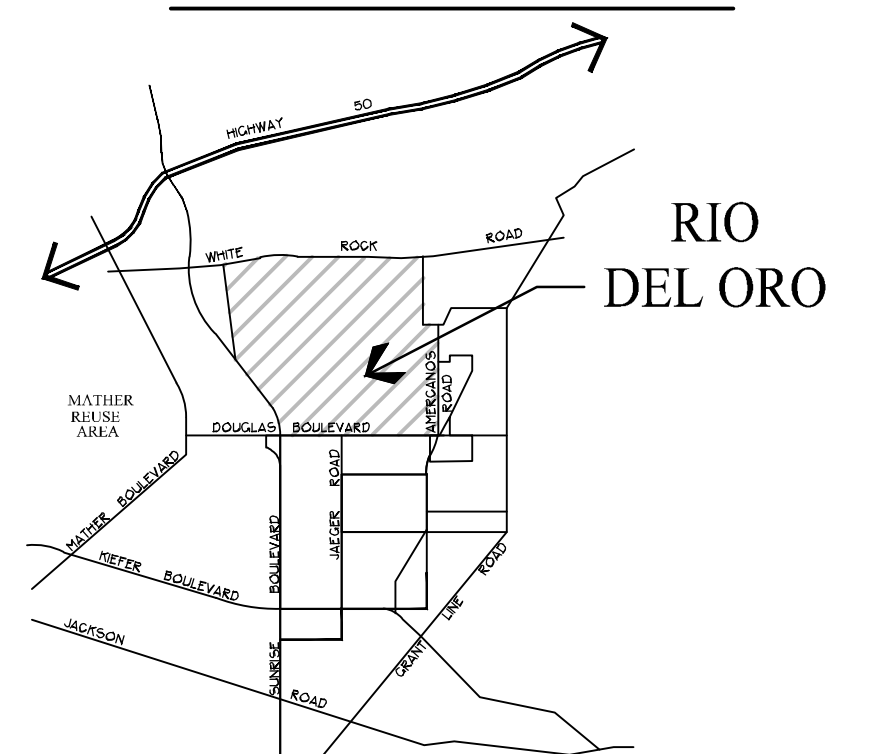
LAND USE SUMMARY

LARGE LOT NUMBER	SPECIFIC PLAN DESIGNATIONS	LAND USE	NET AC	GROSS AC
46-A	MD	INDUSTRIAL PARK	1.1	11.4
46-B	MD	MEDIUM DENSITY RESIDENTIAL	13.3	14.7
46-C	MD	STORM WATER DETENTION	4.0	4.0
46-D	HD	HIGH DENSITY RESIDENTIAL	12.9	13.8
46-E	MD	SINGLE FAMILY RESIDENTIAL	13.0	13.0
46-F	MD	SINGLE FAMILY RESIDENTIAL	11.1	11.1
46-G	MD	SINGLE FAMILY RESIDENTIAL	16.2	16.9
46-H	MD	SINGLE FAMILY RESIDENTIAL	20.1	20.1
46-I	MD	COMMUNITY PARK	64.3	65.0
46-J	MD	INDUSTRIAL PARK	1.1	1.1
46-K	MD	WETLAND PRESERVE	16.6	17.1
46-L	MD	HIGH SCHOOL / MIDDLE SCHOOL	78.0	82.9
46-M	MD	PUBLIC / QUASI PUBLIC	5.0	5.0
46-N	MD	LOCAL TOWN CENTER	24.3	27.0
46-O	MD	INDUSTRIAL PARK	20.1	21.5
46-P	MD	INDUSTRIAL PARK	15.7	16.0
46-Q	MD	HIGH DENSITY RESIDENTIAL	12.0	12.1
46-R	MD	MEDIUM DENSITY RESIDENTIAL	20.4	22.5
46-S	MD	SINGLE FAMILY RESIDENTIAL	20.1	21.1
46-T	MD	SINGLE FAMILY RESIDENTIAL	25.0	27.4
46-U	MD	SINGLE FAMILY RESIDENTIAL	15.7	16.4
46-V	MD	SINGLE FAMILY RESIDENTIAL	16.0	16.0
46-W	MD	SINGLE FAMILY RESIDENTIAL	22.1	22.1
46-X	MD	PARK	5.2	5.2
46-Y	MD	BUSINESS PARK	1.7	2.4
46-Z	MD	BUSINESS PARK	6.5	7.5
46-AA	MD	BUSINESS PARK	15.9	18.3
46-AB	MD	STORM WATER DETENTION	7.9	9.3
46-AC	MD	INDUSTRIAL PARK	29.5	30.9
46-AD	MD	INDUSTRIAL PARK	13.1	14.8
46-AE	MD	INDUSTRIAL PARK	17.6	17.9
46-AF	MD	INDUSTRIAL PARK	16.9	16.9
46-AG	MD	BUSINESS PARK	6.1	7.3
46-AH	MD	BUSINESS PARK	6.2	7.0
46-AI	MD	BUSINESS PARK	5.4	5.9
46-AJ	MD	BUSINESS PARK	33.5	33.6
46-AM	MD	INDUSTRIAL PARK	23.5	23.5
46-AN	MD	MEDIUM DENSITY RESIDENTIAL	22.0	23.3
46-AO	MD	ELMENTARY SCHOOL	9.5	9.5
46-AP	MD	PARK	5.4	5.4
46-AQ	MD	SINGLE FAMILY RESIDENTIAL	20.9	20.9
46-AR	MD	SINGLE FAMILY RESIDENTIAL	19.9	19.9
46-AS	MD	SINGLE FAMILY RESIDENTIAL	16.2	16.2
46-AT	MD	SINGLE FAMILY RESIDENTIAL	19.8	19.8
46-AU	MD	SINGLE FAMILY RESIDENTIAL	40.9	44.0
46-AV	MD	SINGLE FAMILY RESIDENTIAL	26.6	26.6
46-AW	MD	SINGLE FAMILY RESIDENTIAL	30.8	31.9
46-AX	MD	PARK	5.0	5.0
46-AY	MD	ELMENTARY SCHOOL	9.0	9.0
46-AZ	MD	SINGLE FAMILY RESIDENTIAL	34.0	37.0
46-BA	MD	SINGLE FAMILY RESIDENTIAL	31.8	33.8
46-BB	MD	SINGLE FAMILY RESIDENTIAL	25.3	25.3
46-BC	MD	SINGLE FAMILY RESIDENTIAL	20.7	20.7
46-BD	MD	VILLAGE COMMERCIAL	10.3	11.4
46-BE	MD	HIGH DENSITY RESIDENTIAL	10.0	11.1
46-BF	MD	SINGLE FAMILY RESIDENTIAL	21.3	21.8
46-BG	MD	SINGLE FAMILY RESIDENTIAL	22.6	23.1
46-BH	MD	SINGLE FAMILY RESIDENTIAL	19.3	20.0
46-BI	MD	SINGLE FAMILY RESIDENTIAL	19.9	19.9
46-BJ	MD	HIGH DENSITY RESIDENTIAL	11.0	12.0
46-BK	MD	REGIONAL TOWN CENTER	26.3	26.3
46-BL	MD	STORM WATER DETENTION	24.9	24.9
46-BM	MD	MEDIUM DENSITY RESIDENTIAL	14.7	15.5
46-BN	MD	DRAINAGE PARKWAY	15.3	16.6
46-BO	MD	MEDIUM DENSITY RESIDENTIAL	23.1	23.2
46-BP	MD	MEDIUM DENSITY RESIDENTIAL	14.0	14.0
46-BQ	MD	HIGH DENSITY RESIDENTIAL	10.0	10.7
46-BR	MD	REGIONAL TOWN CENTER	49.0	50.4
46-BS	MD	DRAINAGE PARKWAY	1.9	2.0
46-BT	MD	GREENBELT	4.0	4.2
46-BU	MD	GREENBELT	5.3	5.5
46-BV	MD	GREENBELT	7.4	7.4
46-BW	MD	GREENBELT	2.4	2.4
46-BX	MD	GREENBELT	2.3	2.4
46-BY	MD	GREENBELT	4.4	4.7
46-BZ	MD	GREENBELT	3.7	3.7
46-CA	MD	GREENBELT	4.9	4.9
46-CB	MD	GREENBELT	1.1	1.1
46-CC	MD	GREENBELT	3.4	3.8
46-CD	MD	GREENBELT	2.5	4.9
46-CE	MD	GREENBELT	2.5	4.5
46-CF	MD	DRAINAGE PARKWAY	38.8	42.0
46-CG	MD	OPEN SPACE	12.0	12.2
46-CH	MD	ARTERIAL/COLLECTOR ROADS	78.7	78.7
SUBTOTAL - IN ACRES			1516.0	1516.0

1-A	SF	SINGLE FAMILY RESIDENTIAL	29.7	29.9
1-B	SF	SINGLE FAMILY RESIDENTIAL	24.5	24.6
1-C	SF	SINGLE FAMILY RESIDENTIAL	21.4	21.4
1-D	SF	SINGLE FAMILY RESIDENTIAL	21.6	22.1
1-E	SF	SINGLE FAMILY RESIDENTIAL	21.8	22.6
1-F	SF	PARK	5.0	5.3
1-G	SF	PARK	19.9	20.3
1-H	SF	SINGLE FAMILY RESIDENTIAL	24.9	24.9
1-I	SF	SINGLE FAMILY RESIDENTIAL	27.6	28.3
1-J	SF	SINGLE FAMILY RESIDENTIAL	21.4	21.4
1-K	SF	SINGLE FAMILY RESIDENTIAL	23.5	24.1
1-L	SF	SINGLE FAMILY RESIDENTIAL	23.1	23.9
1-M	SF	SINGLE FAMILY RESIDENTIAL	48.4	49.8
1-N	SF	SINGLE FAMILY RESIDENTIAL	23.2	26.9
1-O	SF	INDUSTRIAL PARK	12.9	13.7
1-P	SF	INDUSTRIAL PARK	13.8	15.0
1-Q	SF	INDUSTRIAL PARK	12.5	13.7
1-R	SF	INDUSTRIAL PARK	29.7	30.4
1-S	SF	SINGLE FAMILY RESIDENTIAL	23.8	26.9
1-T	SF	SINGLE FAMILY RESIDENTIAL	24.3	27.7
1-U	SF	PARK	5.0	5.0
1-V	SF	ELMENTARY SCHOOL	9.0	9.3
1-W	SF	SINGLE FAMILY RESIDENTIAL	25.5	27.1
1-X	SF	SINGLE FAMILY RESIDENTIAL	23.8	23.9
1-Y	SF	MIDDLE SCHOOL	20.3	20.3
1-Z	SF	MIDDLE SCHOOL	13.4	13.9
1-AA	SF	MEDIUM DENSITY RESIDENTIAL	13.4	13.4
1-AB	SF	MEDIUM DENSITY RESIDENTIAL	12.0	12.2
1-AC	SF	MEDIUM DENSITY RESIDENTIAL	14.9	15.5
1-AD	SF	SINGLE FAMILY RESIDENTIAL	24.3	24.9
1-AE	SF	SINGLE FAMILY RESIDENTIAL	21.4	21.4
1-AF	SF	SINGLE FAMILY RESIDENTIAL	22.3	22.7
1-AG	SF	SINGLE FAMILY RESIDENTIAL	24.9	26.3
1-AH	SF	SINGLE FAMILY RESIDENTIAL	22.8	23.5
1-AI	SF	SINGLE FAMILY RESIDENTIAL	15.4	16.6
1-AJ	SF	SINGLE FAMILY RESIDENTIAL	26.2	26.8
1-AK	SF	SINGLE FAMILY RESIDENTIAL	20.1	22.2
1-AL	SF	SINGLE FAMILY RESIDENTIAL	8.0	24.3
1-AM	SF	ELMENTARY SCHOOL	9.4	9.7
1-AN	SF	PARKS	21.0	21.0
1-AO	SF	MEDIUM DENSITY RESIDENTIAL	10.9	12.3
1-AP	SF	MEDIUM DENSITY RESIDENTIAL	10.9	12.3
1-AQ	SF	MEDIUM DENSITY RESIDENTIAL	32.9	34.7
1-AR	SF	HIGH DENSITY RESIDENTIAL	10.5	11.8
1-AS	SF	PUBLIC / QUASI PUBLIC	2.4	3.3
1-AT	SF	BUSINESS PARK	17.9	20.3
1-AU	SF	COMMUNITY PARK	24.3	26.4
1-AV	SF	INDUSTRIAL PARK	21.1	22.5
1-AW	SF	OPEN SPACE PRESERVE	12.0	13.3
1-AX	SF	BUSINESS PARK	11.4	12.7
1-AY	SF	PARK	7.0	7.0
1-AZ	SF	HIGH DENSITY RESIDENTIAL	13.3	14.9
1-BA	SF	MEDIUM DENSITY RESIDENTIAL	20.9	22.5
1-BB	SF	SINGLE FAMILY RESIDENTIAL	20.4	22.2
1-BC	SF	SINGLE FAMILY RESIDENTIAL	18.0	19.2
1-BD	SF	SINGLE FAMILY RESIDENTIAL	19.1	20.4
1-BE	SF	HIGH DENSITY RESIDENTIAL	29.4	29.4
1-BF	SF	SINGLE FAMILY RESIDENTIAL	24.6	26.3
1-BG	SF	VILLAGE COMMERCIAL	10.0	11.1
1-BH	SF	MEDIUM DENSITY RESIDENTIAL	20.4	21.1
1-BI	SF	SINGLE FAMILY RESIDENTIAL	18.7	20.2
1-BJ	SF	SINGLE FAMILY RESIDENTIAL	9.9	9.7
1-BK	SF	ELMENTARY SCHOOL	5.0	5.0
1-BL	SF	PRIVATE RECREATION	20.6	22.7
1-BM	SF	SINGLE FAMILY RESIDENTIAL	32.5	34.2
1-BN	SF	SINGLE FAMILY RESIDENTIAL	27.7	28.0
1-BO	SF	SINGLE FAMILY RESIDENTIAL	38.0	38.7
1-BP	SF	SINGLE FAMILY RESIDENTIAL	22.0	23.6
1-BQ	SF	SINGLE FAMILY RESIDENTIAL	16.4	17.2
1-BR	SF	SINGLE FAMILY RESIDENTIAL	28.9	29.8
1-BS	SF	SINGLE FAMILY RESIDENTIAL	25.9	27.4
1-BT	SF	SINGLE FAMILY RESIDENTIAL	16.7	18.2
1-BU	SF	ELMENTARY SCHOOL	9.0	9.4
1-BV	SF	PARK	5.0	5.0
1-BW	SF	SINGLE FAMILY RESIDENTIAL	13.3	13.7
1-BX	SF	PARK	5.0	5.3
1-BY	SF	SINGLE FAMILY RESIDENTIAL	26.7	28.7
1-BZ	SF	COMMUNITY PARK	27.4	29.8
1-CA	SF	COMMUNITY PARK	5.4	6.3
1-CB	SF	DRAINAGE PARKWAY	2.3	2.6
1-CC	SF	DRAINAGE PARKWAY	1.3	1.6
1-CD	SF	WETLAND PRESERVE	128.6	136.9
1-CE	SF	WETLAND PRESERVE	388.6	381.4
1-CF	SF	WETLAND PRESERVE	42.8	43.8
1-CG	SF	DRAINAGE PARKWAY	6.1	6.2
1-CH	SF	DRAINAGE PARKWAY	12.2	12.5
1-CI	SF	DRAINAGE PARKWAY	7.4	7.7
1-CJ	SF	DRAINAGE PARKWAY	9.8	10.1
1-CK	SF	DRAINAGE PARKWAY	16.5	17.0
1-CL	SF	DRAINAGE PARKWAY	10.8	11.2
1-CM	SF	DRAINAGE PARKWAY	10.5	11.2
1-CN	SF	DRAINAGE PARKWAY	7.4	9.0
ARTERIAL/COLLECTOR ROADS			116.8	116.8
SUBTOTAL - EASTON DEVELOPMENT COMPANY (EDC) ACRES			3311.9	3311.9
TOTAL - RIO DEL ORO ACRES			3327.9	3327.9

* 10.2 PARK, 10.2 OPEN SPACE TO BE DETERMINED WITH SMALL LOT TENTATIVE SUBDIVISION MAP.

LOCATION MAP



LARGE LOT TENTATIVE SUBDIVISION MAP

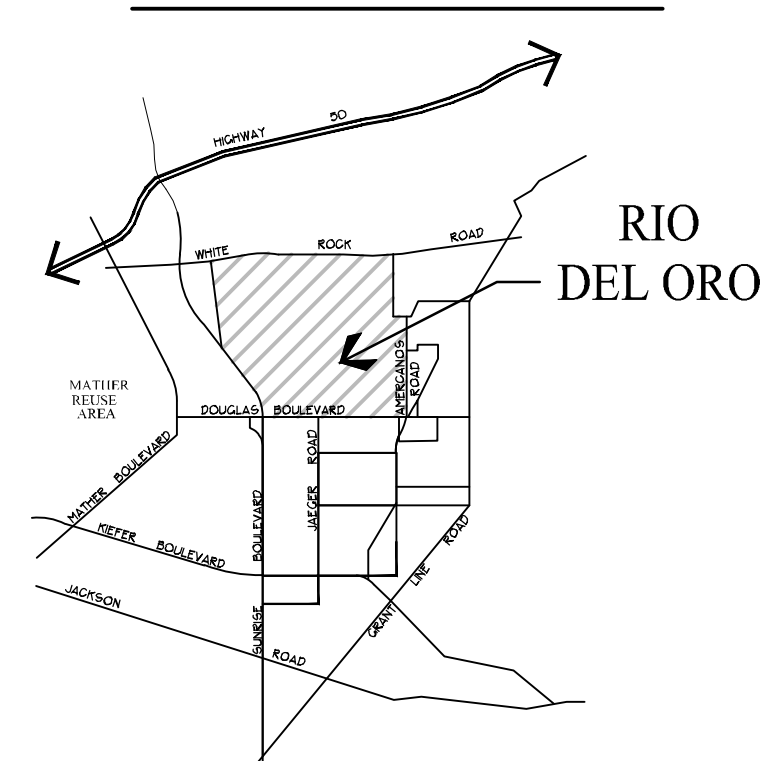
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 5, 2016

SHEET 2 OF 2

LOCATION MAP



RECORD OWNER/APPLICANTS

ELLIOTT WHITE/ROCK LLC &
STONECREEK INDUSTRIAL LLC
C/O ELLIOTT HOMES
340 PALLADIO PARKWAY, SUITE 201
FOLSOM, CA 95630
(916) 984-1300
CONTACT: PRICE WALKER

EASTON DEVELOPMENT COMPANY, LLC
1180 IRON POINT ROAD, SUITE 350
FOLSOM, CA 95630
(916) 351-8537
CONTACT: MICHAEL LAFORTUNE

PLANNER/ENGINEER

WOOD RODGER INC.
3301 1ST STREET, BLDG. 100B
SACRAMENTO, CA 95816
CONTACT/PLANNER: TIMOTHY DENHAM, AICP
ENGINEER: TIMOTHY CROSBY, PE NO. 41978
PHONE: (916) 341-7740

PROJECT NOTES

ASSESSOR'S PARCEL NUMBERS

072-0370-043, 044, 046, 047, 048, 071, 089, 092
072-0370-102, 103, 104, 105
072-0370-106, 107, 108, 111, 013, 014, 015, 016
072-0370-017, 021, 022, 023

AREA

3,827.9+ ACRES GROSS

NUMBER OF PARCELS

185 (LARGE LOTS [SEE LAND USE SUMMARY])

EXISTING USE

VACANT

PROPOSED USE

SEE LAND USE SUMMARY

EXISTING & PROPOSED ZONING

SPECIAL PLANNING AREA (ORD. # 57C-95-0014)

PARK DISTRICT

CORDOVA RECREATION & PARK DISTRICT

FIRE PROTECTION

SACRAMENTO METRO FIRE DISTRICT

SCHOOL DISTRICT

FOLSOM CORDOVA UNITED SCHOOL DISTRICT

SEWER

SACRAMENTO COUNTY SANITATION DISTRICT #1

STORM DRAIN

COUNTY OF SACRAMENTO

WATER

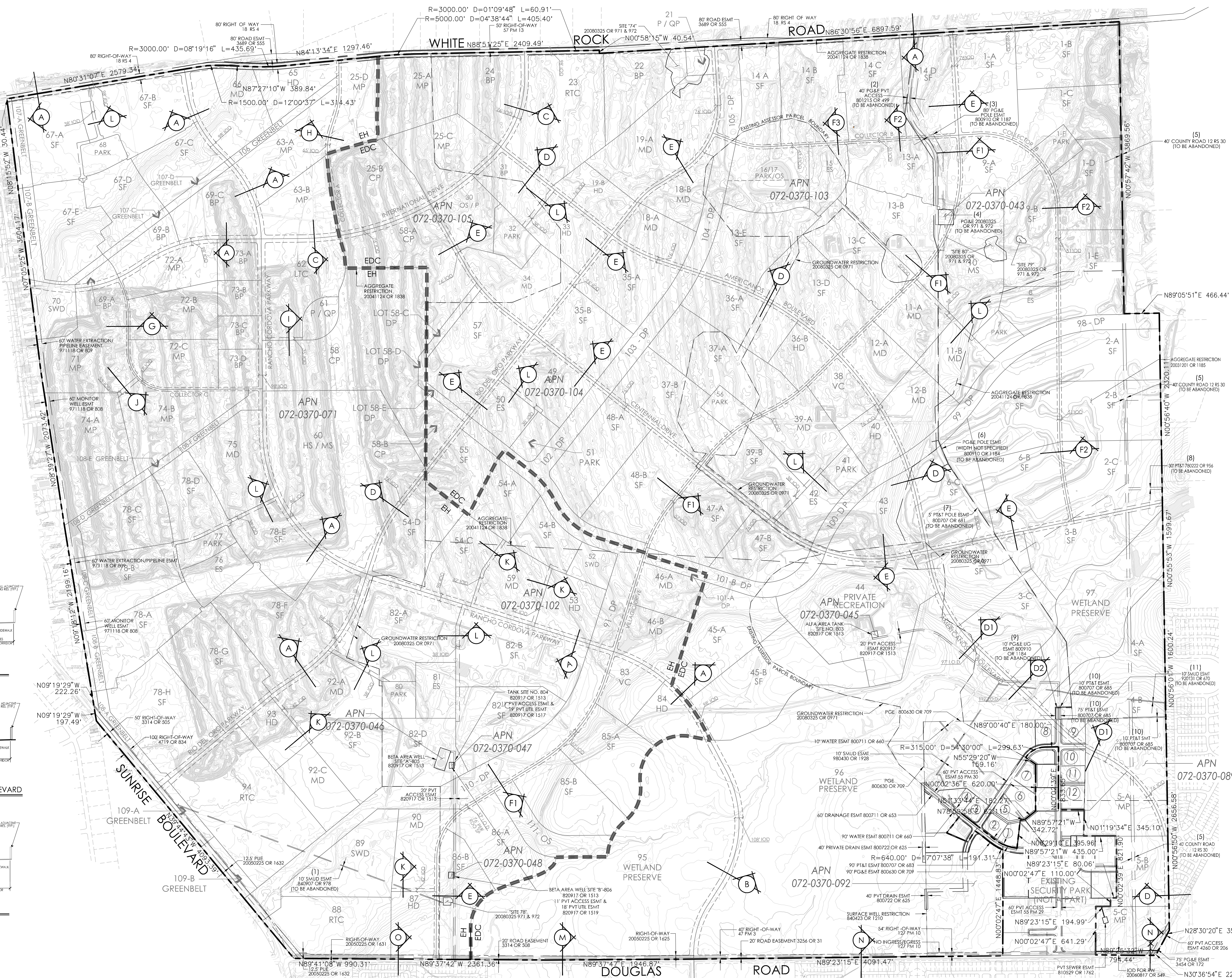
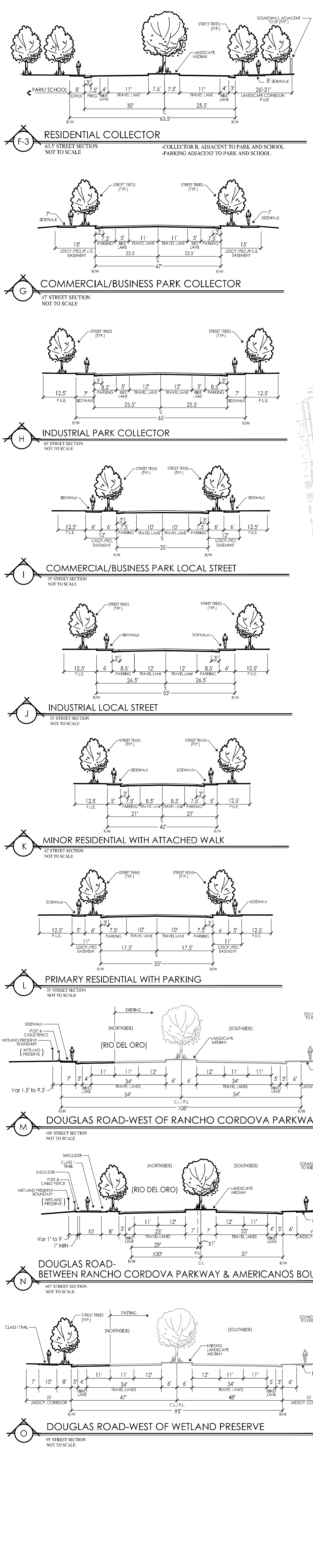
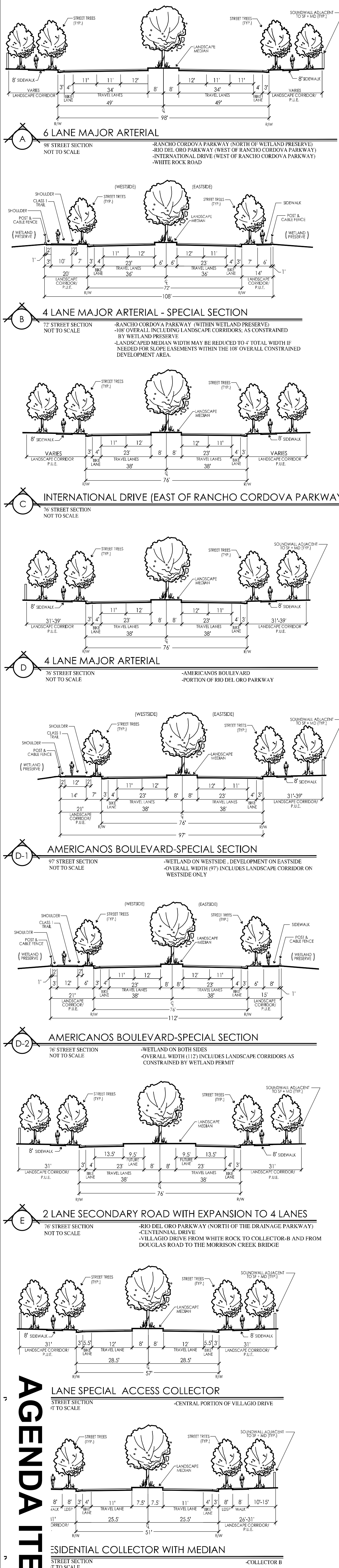
SAC COUNTY WATER AGENCY & CALAM WATER

ELECTRICITY

SMUD

NATURAL GAS

PG&E



* MAP CROSS SECTIONS G THROUGH L ARE PROVIDED TO ESTABLISH LEGAL ACCESS FOR INTERIOR PARCELS. THE LOCATION OF THESE ROADS MAY BE CHANGED, TO THE SATISFACTION OF THE CITY ENGINEER, AT THE SMALL LOT TENTATIVE MAP STAGE OR DURING DESIGN REVIEW FOR PARCELS THAT WILL NOT BE FURTHER SUBDIVIDED.

Master Conditions of Approval

EXHIBIT 3E

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
1.	The approved entitlement is for a Large Lot Tentative Subdivision Map ("LLTSM") for the Rio Del Oro Specific Plan property (APNs 072-0370-043, -045, -046, -047, -048, -071, -089, -092, 072-0370-102, -103, -104, -105, 072-0540-004, -005, -006, -011, -013, -014, -015, -016, 072-0540-017, -021, -022, -023) (Exhibit 3D), as described in the City Council staff report dated August 29, 2016 and subject to the conditions of approval herein, for project number DD8403 ("Project"). These Master Conditions of Approval are applicable to this entitlement for a Large Lot Tentative Map and all future subdivisions of any such large lot. Additionally, new Conditions may be added as applicable to future entitlements in the form of small lot tentative maps or design review on non-residential parcels if no additional small lot maps are created.	On-Going	Planning	
2.	Developer shall hold harmless the City of Rancho Cordova ("City"), its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Developer further agrees to provide a defense for the City in any such action.	On-Going	Planning	
3.	The LLTSM approval is valid for three years from the date of City approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), or as otherwise stated in the Project development agreement.	Three years commencing with the date of approval, or as otherwise stated in the Project development agreement	Planning	
4.	Developer shall be responsible for all damage to City streets associated with construction of the Project and shall repair any damage as soon as possible to the satisfaction of City.	On-Going	Public Works	
5.	Applicant/Developer shall not carry a negative account balance with the	On-Going	Finance	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please e-mail the Finance Department at billings@cityofranhocordova.org for the status of your account with the City.			
6.	In accordance with Government Code Section 65864 through 65869.5 and Zoning Code 23.158, all active Development Agreements must maintain a minimum deposit balance of \$5,000 and report to the Planning Department annually. This report should include the status of the project, payment of fees, and any change in ownership.	On-Going	Planning/Public Works/Finance	
7.	The Applicant shall submit payment as needed for Plan Review/ Plan Check Fees required by the Cordova Recreation and Parks District (CRPD).	On-Going	CRPD	
Prior to Recordation of the Final Map				
8.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for the Project's stormwater drainage and flood protection system. This may be accomplished through annexation to the City's Stormwater Utility Fee District, or other financial mechanism as may be proposed and provided by the Property Owner for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's stormwater drainage and flood protection system. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.	The annexation shall occur prior to the recordation of any small lot final map. The annual fee commences when a building permit is issued.	Public Works	
9.	Dedicate IODs to the City for all the right-of-ways as shown on the LLTSM. The LLTSM shall include a note on each page as follows: "The lots depicted on this map are not developable building sites. These lots may only be developed upon approval of further subdivision maps therefore or approval of other discretionary entitlements therefore by the City of Rancho Cordova."	Prior to recordation of LLTSM	Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
10.	Reservations for bus turnouts will be required along potential bus routes, including areas served by neighborhood shuttle services. Provide bus shelter easements, approximately 10 feet in width by 20 feet in length, for future Regional Transit routes if bus shelters cannot be accommodated within the public utility easements adjacent to public streets right-of-way.	Prior to recordation of the applicable small lot final map	Public Works	
11.	Property Owner/Applicant shall participate in or provide a funding mechanism for maintenance services for their fair share of existing and all new public improvements associated with the Project including, but not limited to, streets, bridges/culverts, traffic signals, traffic signs, striping and legends, ITS operations, street lights and safety lights, and public frontage and median landscape improvements. This may be accomplished through annexation to the City's Community Facilities District No. 2014-2 (Street, Lighting and Landscaping Maintenance), or other financial mechanism as may be proposed and provided by the Property Owner/Applicant for the same purpose of providing a financial mechanism to fund the operation and maintenance of the Project's public improvements. All costs associated with the annexation or other financial mechanism as may be proposed shall be borne by the Property Owner/Applicant.	The annexation shall occur prior to the recordation of any small lot final maps. The annual tax commences when a building permit is issued.	Public Works	
12.	Property Owner/Applicant shall participate in the provision of funding to provide transit-related services by voting to approve a special tax for the parcels created by this subdivision approval. The transit-related services special tax shall be the per parcel annual amount (with appropriate annual inflation adjustment) as established at the time of approval by the City Council. The property owner shall be responsible for paying all costs associated with holding the election. The tax shall be due at the time specified in the ordinance imposing the tax. Contact: Elizabeth Sparkman at (916) 851-8714 as there may be a 1-2 month lead time to satisfy this condition.	The annexation shall occur prior to the recordation of any small lot final maps. The annual tax commences upon recordation of the applicable small lot final map.	Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
13.	Dedicate a standard 12.5-foot public utility easement, or smaller to the satisfaction of SMUD, for underground facilities and appurtenances adjacent to all public street rights of ways.	Prior to recordation of the applicable small lot final map	Public Works	
14.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to recordation of the applicable small lot final map	Public Works	
15.	Provide a floodplain easement/IOD pursuant to the City's Floodplain Management Ordinance, Sacramento County Water Agency Code, and the City's Improvement Standards	Prior to approval of small lot final map	Public Works	
16.	The Project is outside the boundaries of SASD and SRCSD but within the City and the Urban Service Boundary shown on the Sacramento County General Plan. Annexation of the Project to both SRCSD and SASD will be required.	Prior to approval of small lot final map or improvement plans, whichever occurs first	SASD	
17.	Connection to the SASD sewer system shall be required to the satisfaction of SASD. SASD Design Standards apply to any on-site and off-site sewer construction.	Ongoing	SASD	
18.	Each parcel and each building with a sewage source shall have a separate connection to the SASD sewer system.	Prior to occupancy	SASD	
19.	SASD shall require an approved sewer study prior to the approval of Final Map or submittal of improvement plans for plan check to SASD, whichever comes first. The sewer study shall demonstrate how interim (if any) and permanent sewer service will be provided to the project prior to the completion of the regional interceptor. The sewer study shall be Master Plan Level (Level 1 or 2) for approval of the Specific Plan/Master Parcel Map or shall be Subdivision Level (Level 3) for approval of specific subdivision maps. The sewer study shall demonstrate the	Prior to approval of Final Map or submittal of Improvement Plans, whichever occurs first	SASD	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	quantity of discharge and any "flow through sewage" along with appropriate pipe sizes and related appurtenances from this subject and other upstream areas and shall be done in accordance with the Districts' most recent "Minimum Sewer Study Requirements". The study shall be done on a no "Shed-Shift" basis unless approved by the District in advance.			
20.	The subject project owner(s) and successors in interest thereof, shall be responsible for repair and/or replacement of all non-asphalt and/or enhanced surface treatments of streets and drives within these easements. This requirement shall be set forth in easement grant documents and be a covenant running with the land, be responsibility of successors in interest in future land transfers and divisions and by language approved by the SASD.	Ongoing	SASD	
21.	Provide separate public water service to each parcel. All water lines shall be located within a public right-of-way or within easements dedicated to Sacramento County Water Agency (SCWA). Easements shall be reviewed and approved by SCWA.	Prior to improvement plan approval or recordation of final map	SCWA	
22.	Project proponents and/or future successors in interest shall provide at a minimum, a 3-acre site within the Specific Plan at Lots 25-A and 25-D, sufficient for two 1.5 million gallon (each) storage tanks and a booster pump station and necessary easements to the satisfaction of the Sacramento County Water Agency (SCWA). If a site cannot be provided in this location, then an alternative site shall be selected and approved by the SCWA. The site shall be shown and labeled on the Specific Plan Land Use Plan and other SPA documents and on the LLTSM and all subsequent Tentative Subdivision Maps.	Prior to recordation of final map	SCWA	
23.	The project proponents, future successors or interests shall enter into an agreement with SCWA regarding the purchase of the site with SCWA. SCWA will not issue a will-serve letter or sign improvement plans prior to entering into an acquisition agreement for said site.	Prior to improvement plan approval or recordation of the final map	SCWA	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
24.	Dedicate a 12.5-foot public utility easement for underground and overhead facilities (where 69 KV facilities located) and appurtenances adjacent to all public street rights of way.	Prior to approval of Final Map	SMUD	
25.	Developer must disclose to future/potential owners the existing or proposed 69KV electrical facilities.	Ongoing	SMUD	
26.	The Landowner shall enter into a Park Development Agreement (PDA) with the Cordova Recreation and Park District. The PDA shall address, among other things, the design and improvement of all parks within the Project, the Landowner's obligation to construct such parks if they are "turnkey", the timing of park construction, and the credits and reimbursement to which Landowner shall be entitled in connection with the construction of such park improvements upon the Property. Landowner shall pay the costs of preparing the Park DA	Prior to any Final Map Approval	CRPD/Planning	
Prior to Approval of Small Lot Tentative Subdivision Map				
27.	Developer shall provide a phasing plan, to the satisfaction of the City Engineer, addressing sequencing and full build-out of all internal streets depicted on the proposed tentative maps or large lot requesting design review or a building permit. The phasing plan shall also detail the timing of the construction of off-site infrastructure. The phasing plan shall show the block of tentative map or large lot(s) to be developed and all internal roads, external roads, bike trails, drainage facilities, other utilities etc. as necessary for access to and use of the proposed units. The phasing plan shall also address construction of any offsite infrastructure gaps that impede vehicle, bicycle or pedestrian access.	Prior to approval of any small lot tentative map, design review for large lots that do not require further subdivision, or first building permit, whichever comes first	Public Works	
28.	All real property transferred to Cordova Recreation and Park District for parks, shall be designated either neighborhood park or community park and shall be free and clear of any past or future taxes or assessments; any liens or encumbrances; and all easements will be disclosed on the tentative map. Any structures, walls, fences, wells or storage tanks must be removed to the extent possible in accordance with all applicable laws and regulations prior to the acceptance of any grant deeds or easements.	Prior to recordation of Small Lot subdivision Map	Planning/CRPD	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
29.	The Property Owner/Applicant shall work with CRPD to provide a fair share funding mechanism for maintenance of all lands being dedicated to CRPD including Neighborhood Green, park landscaping, and other associated facilities. All costs associated with setting up the CFD or annexation shall be borne by the Property Owner/Applicant.	Prior to recordation of Small Lot subdivision Map.	CRPD	
30.	Dedicate land through an irrevocable deed of dedication or pay in lieu fees, or both for park purposes, as required 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. New utility easements on park property must be approved prior to CRPD acceptance. Any structures, walls, fences, wells, storage tanks, other items or encumbrances inhibiting Quimby park use and/or development must be approved by the CRPD	Prior to recordation of Subdivision Map	CRPD	
31.	Developer shall provide public information noticing new home owners of planned Active Recreational Park use which encumbers all lots within 1000 feet of any park site. The public notice must be in a form approved by the Cordova Recreation and Park District.	After Subdivision Map Approval	Planning/CRPD	
Prior to Approval of Improvement Plans				
32.	The Project shall be required to participate in drainage improvements along Sunrise Blvd. This will be determined through continuing consultation with Department of Public Works. If the Project designs the on-site drainage system to decrease the overall peak rate of runoff from the site that drains offsite to the north outfall at Sunrise Boulevard, the drainage facilities constructed onsite may be considered the Project's fair share to the offsite drainage solution. Decreasing the existing flood depth at the Sunrise Boulevard drainage crossing by approximately one-third (or 33%) would satisfy this condition. The design and construction of these improvements are to be concurrent with the improvements shown in the drainage study prepared by Wood Rodger dated 2006.	Prior to approval of improvement plans	Public Works	
33.	SASD requires their sewers to be located a minimum of 10 feet (measured horizontally from edge of pipe to edge of pipe) from all potable water lines. Separation of sewer line from other parallel utilities,	Prior to approval of improvement plans	SASD	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	such as storm drain and other “dry” utilities (electrical, telephone, cable, etc.) shall be a minimum of 7 feet (measured horizontally from the center of pipe to the center of pipe). Any deviation from the above separation due to depth and roadway width must be approved by SASD on a case-by-case basis. Prior to recording the small lot final map, the developer shall prepare a utility plan that will demonstrate that this condition is met.			
34.	All structures along private drives shall have a minimum 10-foot setback (measured horizontally from edge of collector pipe to edge of structure) so that SASD can properly maintain the sewer line.	Prior to approval of improvement plans	SASD	
35.	To ensure that sufficient space is provided within the major roadway system to accommodate the future pipelines associated with regional facilities, water pipeline easements shall be provided by the developer that are acceptable to SCWA and the City and/or reservation of space within the Project’s roadways for future pipelines shall be provided.	Prior to approval of improvement plans	SCWA	
36.	The Stormwater Pollution Prevention Plan in place for the site shall include a contingency plan for the implementation of a process to remove fine clay sediments prior to discharge to the City’s storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the City’s Stormwater Quality Division. A chemical treatment system or comparable process shall be included in the erosion and sediment control plan of the improvement plans.	Prior to approval of improvement plans	Public Works	
37.	Traffic signal devices shall be located in accordance with the specific plan and non-signalized traffic control devices shall be designed where needed to the satisfaction of the Public Works Director. Traffic control locations will be determined at time of improvement plan submittal. Number, size, and location of driveways are subject to approval by the Public Works Director.	Prior to approval of improvement plans	Public Works	
38.	Developer shall photo-document the condition of adjacent streets, sidewalks and infrastructure to the satisfaction of the Public Works Department.	Prior to holding a preconstruction meeting	Public Works	
39.	Developer shall submit landscaping plans demonstrating conformance	Prior to approval	Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	with the City's water use and conservation provisions. Plans for median landscaping, frontage landscaping and other landscaping associated with City facilities shall be prepared to the satisfaction of the Public Works Department prior to approval of landscape improvement plans.	of landscaping improvement plans		
40.	In order to obtain sewer service for the Project, construction of on-site and off-site sewer infrastructure will be required. Sewer infrastructure shall be constructed as per the approved sewer study.	Prior to approval of improvement plans	SASD	
41.	Potable water supply will be provided by SCWA.	Prior to approval of improvement plans	SCWA	
42.	Provide public water service to each building.	Prior to approval of improvement plans	SCWA	
43.	Destroy all abandoned wells on the Project site in accordance with the requirements of the Sacramento County Environmental Health Division. Clearly show all abandoned/destroyed wells on the improvement plans for the Project. Prior to abandoning any existing agricultural wells, developer shall use water from agricultural wells for grading and construction.	Prior to acceptance of improvements	SCWA	
44.	All Park Capital Improvement Plans and Specifications for parks and other areas to be owned and maintained by CRPD must be prepared by a licensed landscape architect with necessary sub-consultants mutually acceptable to CRPD and the Applicant. The responsible landscape architect in charge will be retained throughout the construction process to review the construction and attend construction meetings on a weekly basis. The responsible architect in charge will be required to authorize changes to the approved plans in coordination with CRPD. The Applicant will require the responsible landscape architect in charge and the appropriate sub-consultants to provide as-constructed plans and certify that the project has been constructed per the approved plan and subsequent approved changes to the plans.	Prior to the issuance of Improvement Plans for the phase in which the improvement(s) are located.	CRPD	
45.	Developer shall provide adequate drainage facilities to the boundary of park sites at a depth sufficient to accept all drainage requirements for the improved park site. CRPD and the City of Rancho Cordova shall review and approve the	Prior to the issuance of Improvement	CRPD/Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	public improvement plans for the street frontages and utilities adjacent to park sites prior to installation	Plans or Final Map, whichever comes first		
46.	Provide utility stubs into the Community Park Site for electricity, water, drainage, and sewer on Improvement Plans. A natural gas stub shall be provided on large neighborhood park sites, the Community Park site, and where otherwise specified by CRPD. CRPD shall give written approval for all locations of utility service points of connection on all land to be dedicated or maintained by CRPD, prior to approval of infrastructure construction documents. While typical Public Utility Easements and underground utility easements can be located on park property, non-park related utility service cabinets, pedestals, or other above ground structures shall not be located on land to be dedicated for park purposes to the extent possible. CRPD shall pay any applicable fees in a timely manner associated with the stubbing of utility services to the park site. CRPD shall only be required to pay any applicable fees or reimburse for applicable fees that were paid by others when funds are available as identified within the Rio Del Oro Specific Plan park fee program and/or other CRPD Board-approved eligible and dedicated funding source.	Prior to issuance of Improvement Plans for the phase in which the park is located.	Public Works/ CRPD	
MAJOR ARTERIAL PHASING				
White Rock Road				
47.	Widen White Rock Road to four (4) lanes from western boundary of Rio del Oro project to Rancho Cordova Parkway and construct the ultimate White Rock Road/Rancho Cordova Parkway intersection.	Prior to issuance of first building permit in phase 1, model homes excluded	Public Works	
48.	Construct entire White Rock Road frontage adjacent to Large Lots 65 and 66 (Elliott phase 1 east of Rancho Cordova Parkway).	Prior to opening any access to White Rock Road between Rancho Cordova Parkway and Collector A and	Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
		prior to opening Collector A access to White Rock Road.		
49.	Widen White Rock Road to four (4) lanes from Rancho Cordova Parkway to Rio del Oro Parkway and construct the ultimate White Rock Road/Rio del Oro Parkway intersection. <i>When this trigger (issuance of 601st building permit) becomes imminent, the developer may provide a traffic study that will demonstrate that this condition can be modified. The modification can only be approved by the City Engineer.</i>	Prior to issuance of 601 st building permit in phases A and B	Public Works	
Rancho Cordova Parkway				
50.	Construct Rancho Cordova Parkway (minimum of two (2) lanes) from Rio del Oro Parkway to White Rock Road, and construct the ultimate White Rock Road/Rancho Cordova Parkway and Rio del Oro Parkway/Rancho Cordova Parkway intersections.	Prior to issuance of first building permit in phase 2, model homes excluded	Public Works	
51.	Construct Rancho Cordova Parkway (minimum of two (2) lanes) from Villagio Drive to Douglas Road, and construct Villagio Drive from Americanos Boulevard to Rancho Cordova Parkway. <i>The segment of Rancho Cordova Parkway that falls within the Preserve (from Douglas Road to south edge of phases 4 and B) will not be phased. The Project will build the complete roadway cross section (four (4)lanes).</i>	Prior to issuance of 2501 st building permit in phases A, B and C	Public Works	
52.	Construct Rancho Cordova Parkway (min. 2 lanes) from Rio del Oro Parkway to Douglas Road, including ultimate Rio del Oro Parkway/Rancho Cordova Parkway Intersection. <i>The segment of Rancho Cordova Parkway that falls within the Preserve (from Douglas Road to south edge of phases 4 and B) will not be phased. The Project will build the complete roadway cross section (four (4) lanes).</i>	Prior to issuance of 251 st building permit in phase 4	Public Works	
53.	Construct a minimum of two (2) lanes on Rancho Cordova Parkway, Douglas Road to White Rock Road. <i>The segment of Rancho Cordova Parkway that falls within the Preserve (from Douglas Road to south edge</i>	Prior to issuance of 6,001 st building permit	Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	<i>of phases 4 and B) will not be phased. The Project will build the complete roadway cross section (four (4) lanes).</i>	Project wide		
54.	Construct a minimum of two (2) lanes on Rancho Cordova Parkway, Douglas Road to White Rock Road. <i>The segment of Rancho Cordova Parkway that falls within the Preserve (from Douglas Road to south edge of phases 4 and B) will not be phased The Project will build the complete roadway cross section (four (4)lanes).</i>	Prior to issuance of building permit exceeding 700,000 square feet of commercial plus office space	Public Works	
Douglas Road				
55.	Construct or reimburse Douglas Road north frontage improvements from Sunrise Boulevard to the western edge of the Preserve boundary, including travel lane, bike lane, curb & gutter and bike trail/ sidewalk. Should the City build Rancho Cordova Parkway in the Preserve and the conditions for Developer to build Rancho Cordova Parkway have not been triggered, the Developer's trigger to reimburse the City will remain as stated in these conditions. The Developer will assure that IOD's are available should the City choose to build the frontage.	Prior to issuance of first building permit in phase 3, or as part of the Rancho Cordova Parkway construction within the preserve connecting to Douglas Road, whichever comes first	Public Works	
56.	Construct or reimburse Douglas Road north frontage improvements from the western edge of the Preserve boundary to Americanos Boulevard including travel lane, bike lane, curb & gutter and bike trail/ sidewalk.	Prior to issuance of first building permit south of Centennial Drive in phase D ,or as part of the completion of	Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
		Americanos Boulevard connecting to Douglas Road, whichever comes first		
Rio Del Oro Parkway				
57.	Award a construction contract of the Rio del Oro Parkway widening to 4 lanes (from Sunrise Boulevard to Rancho Cordova Parkway) including the ultimate intersection of Rio del Oro Parkway/Rancho Cordova Parkway.	Prior to issuance of any non-residential building permit within phase 3, and substantially complete construction prior to occupancy of such non-residential building	Public Works	
Americanos Boulevard				
58.	Construct Americanos Boulevard south of Centennial Drive to Douglas Road including ultimate Americanos Boulevard/Douglas Road intersection	Prior to issuance of first building permit south of Centennial Drive in phase D	Public Works	
Level of Service Widening				
59.	A level of service widening criteria will be required for all roads that are planned for four of six lanes on internal and perimeter roadways. Four	At the direction of the City	Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	and six lane roadways that are initially built with 2 lanes will be annually monitored by the City for traffic volume. Once the subject roadway exceeds 15,300 vehicles per day, Developer will be required to widen from two to four lanes. If a traffic study is provided to the satisfaction of City that supports that the demand is from outside the specific plan area, the City will take responsibility for the widening if the existing two (2) lanes are developer frontage and the widening occurs within the CIP lanes. If frontage lanes are required as part of the widening, Developer will be required to build those lanes regardless of the source of the travel demand.	Engineer		
Future Core Improvements				
Prior to Issuance of Building Permits				
60.	All sewer facilities shall be accepted for operation and maintenance.	Prior to issuance of building permits	SASD	
61.	Developer shall submit improvement plans to the satisfaction of the Public Works Department. Improvement plans shall include, but shall not be limited to, all streets, water, sewer, storm drain, lighting, signage and striping, and other associated facilities for all streets and other public areas depicted on the tentative map. Prior to acceptance of the improvements, as-built grading and improvement plans, as well as a compact disc containing said plans in AutoCAD and pdf format, and a table containing the coordinates of public facilities shall be submitted and approved by the Public Works Department.	Prior to issuance of building permits	Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
62.	All improvements included in the approved improvement plans, including but not limited to landscaping and other infrastructure as necessary for adequate public access and use for each lot within such final small lot final map (or in the event no final small lot final map is required, for each lot or parcel within the area of the approved entitlement), shall be substantially complete to the satisfaction of the Public Works Department and consistent with the phasing plan. Prior to occupancy, all of the aforementioned improvements shall be fully constructed and completed to the satisfaction of the City Engineer. If requested by the developer and at the discretion of the Public Works Department, the final lift of asphalt only (e.g., upper approximately 1.5 inches of asphalt) may be deferred to prior to the first occupancy. The structural section shall be designed to accommodate construction traffic and loads until such time that the finish lift of asphalt concrete is installed. All other improvements shall be substantially complete prior to issuance of the first building permit.	Prior to issuance of the first building permit within a phase	Public Works	
63.	Designer shall certify that landscaping conforms to City water conservation landscape requirements.	Prior to issuance of the first building permit within a phase	Public Works	
64.	Developer shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Title 4 of the SCWA Code.	Concurrent with issuance of building permits	SCWA	
65.	For the portions of the development with the Cal-Am water service boundary, developer shall pay Cal-Am impact fees or install improvements as required by Cal-Am.	Concurrent with issuance of building permits	CalAm	
66.	Developer shall demonstrate compliance with the specific provisions of the City's Landscaping Ordinance (Rancho Cordova Municipal Code Section 23.716 et seq.).	Prior to issuance of building permits	SCWA	
67.	In the event of the encounter of subsurface materials suspected to be of an archaeological or paleontological nature or if any human remains are found, all	Prior to issuance of building	Planning/Buildi ng	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	grading and/or excavation shall cease, the find shall be left untouched, and the City Planning Department shall be immediately notified. This requirement shall be noted on the Grading and Building Plans, prior to issuance of permits. A qualified professional archaeologist certified by the Register of Professional Archaeologists or paleontologist with a degree(s) in paleontology or geology, to evaluate and make recommendations as to disposition, mitigation and/or salvage. The recommendation shall be implemented before work may proceed.	permits		
68.	The Applicant shall install signage on all park sites notifying surrounding residential units of future park construction and identifying park amenities. CRPD will have final approval of the sign prior to installation.	Prior to issuance of the first building permit within each phase.	CRPD	
69.	Where the community park or neighborhood green abuts land uses other than public street frontages and schools, Applicant shall install a six foot high masonry wall or decorative metal fencing or fencing otherwise approved by CRPD, which will be built to the specifications of CRPD and Planning as they may be adopted or amended from time to time. The approved wall or fence shall be installed when the park is developed 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 CRPD. CRPD will be responsible solely for graffiti removal on the exterior portion of the wall, which faces CRPD, or City of Rancho Cordova property. All walls shall be constructed utilizing graffiti resistant materials.	Prior to issuance of building permit for adjoining lot/lots, or at park construction	Planning/CRPD	
Prior to Acceptance of Improvements				
70.	Dedicate the improved landscaped lots, if any, to the City as shown on the approved LLTSM/SLTSM and provide a maintenance entity which may be accomplished through annexation to the City's CFD.	Upon completion of and prior to acceptance of the improvements	Public Works	
71.	Sewer easements will be required. All sewer easements shall be dedicated to SASD, in a form approved by the District Engineer. All	Prior to approval of acceptance of	SASD	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	SASD sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. SASD will provide maintenance only in public rights-of-way and in easements dedicated to SASD.	improvements		
72.	The trunk and collector sewer system for the Project will not be accepted for operation and maintenance until the downstream sewer system serving the Project is also accepted for operation and maintenance.	Prior to acceptance of improvements	SASD	
73.	All landscape corridor walls shall be of masonry construction using graffiti resistant materials.	Prior to the occupancy or acceptance of improvements	Public Works and Planning	
74.	Record drawings, grading and improvement plans, as well as a compact disc containing said plans in AutoCAD format shall be submitted and approved by the Public Works Department. A GIS shape file, or equivalent to the satisfaction of the City Engineer, of the improvement plans shall also be provided.	Prior to acceptance of improvements	Public Works	
75.	Provide a maintenance and operations manual for drainage basins. The manual shall include, but is not limited to: • As-built topography of the basin; • Cut and fill quantities; • Plat map; • Depth volume rating curve; • As built for steel, concrete and other structures; • Inverts of inlets, outlets, etc;. • Updated model based on as-built topography; and • Document any sensitive resources	Prior to acceptance of improvements	Public Works	
76.	Provide drainage easements to the City, design facilities pursuant to the City's Floodplain Management Ordinance, Sacramento County Water Agency Code, and the City's Improvement Standards, and pay any fee required by the Drainage Impact Fee Program (County Zone 11 or if applicable the City's Drainage fee program).	Prior to acceptance of improvements	Public Works	

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
77.	Process a letter of map revision (LOMR) or physical map revision (PMR) with FEMA for all detention basins, drainage channels and streams within the 100 year floodplain.	Prior to acceptance of drainage infrastructure	Public Works	
78.	Provide post & cable fencing around basins as required by the City.	Prior to acceptance of improvements	Public Works	
79.	Any land designated for either neighborhood parks or community park to be transferred to CRPD will otherwise be free and clear of any past or future taxes or assessments; any liens or encumbrances unless otherwise approved by the District; and all easements will be disclosed on the tentative map. Any structures, walls, fences, wells, or storage tanks must be removed in accordance with all applicable laws and regulations prior to the acceptance of any grant deeds or easements.	Prior to time of acceptance of dedication by CRPD	CRPD	
80.	The Applicant shall deliver to the District electronic CAD files of all as-built/as-constructed documents used in the implementation of subdivision park property.	Prior to time of acceptance of dedication by CRPD	CRPD	
Prior to Final Building Inspection				
81.	Joint Trench design shall accommodate the undergrounding of all existing overhead electric facilities less than 69KV. The undergrounding of these facilities, less than 69KV, shall be phased with the phasing of the overall Project. Developer will be responsible for granting all required public utility easements.	Prior to the final inspection of the first building permit within the phase	Public Works	
82.	In addition to the conditions of approval, the mitigation monitoring and reporting program must be completed in accordance with their implementation timing prior to final inspection. This is to satisfy the requirements of the project's CEQA review.	Prior to Final inspection/Certificate of Occupancy	Planning	
83.	Improve all the landscaped lots to include landscape and sidewalks that are immediately adjacent to the park and on the park parcel owned by CRPD (or other appropriate agency) according to the approved plans. Layout of the sidewalk shall be reviewed and approved by the Planning	Prior to final inspection of the first unit	CRPD	

Master Conditions of Approval

EXHIBIT 3E

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification</u> (date & Signature)
	Director and Parks Administrator All improvement shall be reviewed and accepted by CRPD prior to assuming maintenance responsibility.			
84.	Developer will conform to Section 2 Grading – subsection 2.01 Park Site Criteria of the Cordova Recreation and Park Design and Construction Standards Manual or its successor document as it may from time to time be updated or amended	Prior to final inspection of the rough grading plan.	CRPD	
85.	Applicant shall construct all necessary street frontage improvements abutting the dedicated park sites 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 attached sidewalks.	Prior to Park Construction	Public Works/CRPD	

Master Conditions of Approval

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. If a lifting and/or pumping station is required to serve this project, the applicant shall install all necessary infrastructures (electrical power and wiring, telemetry, piping, manholes, wells, gates etc.) for the complete operation of the facility at full development and final maximum service capacity as identified in applicable approved sewer studies. The only exception to this requirement is the pump size, which shall be installed in accordance with the approved design report. (SASD)
2. If interim sewer infrastructure (such as sewer pipes, manholes, and lifting and/or pumping stations) is required to serve this project, the applicant may be responsible for the cost of design, construction, decommissioning, and/or removal/abandon of such interim sewer infrastructures to the satisfaction of SASD. Interim sewer infrastructures, when required, may be reimbursed by SASD. (SASD)
3. Permanent Trunk sewer design and construction may be reimbursed by SASD under the terms of a Reimbursement Agreement. Prior to initiating design of any sewer facility, contact SASD for details. It may be necessary to schedule a meeting to discuss reimbursement requirements with appropriate SASD staff prior to any design. Failure to strictly comply with the provisions of the SASD Ordinances may jeopardize all sewer reimbursement. (SASD)
4. Developing this property will require the payment of sewer impact fees. Impact fees shall be paid prior to filing and recording the Final Map or issuance of Building Permits, whichever is first. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information. (SASD)
5. The following arterial roadways shown on the Large Lot map are considered high volume arterials with special access limitations.
 - White Rock Road
 - Sunrise Boulevard
 - Rancho Cordova Parkway from Rio del Oro Parkway to White Rock Road
 - Rio del Oro Parkway from Sunrise Boulevard to Rancho Cordova Parkway

The access criteria listed below are required on these arterial roadways, and can only be modified at the direction of the City Engineer

- Minimum quarter mile spacing for signalized intersections (1,320 ft.)
 - Median breaks will only be allowed at signalized intersections
 - Driveways should not be permitted within 250 feet of a traffic signal
 - Driveway and secondary road access will be consolidated with reciprocal access provided by adjacent parcel owners. (Public Works)
6. The Sacramento County Water Agency (SCWA) may only compensate developers for the acquisition of land for regionally beneficial off-line peak flow basins. Contingent upon a need by SCWA, pursuant to title 2 of the SCWA Code. All drainage studies are subject to alternative analyses. The land cost for the basins is not eligible for credits or reimbursements under the Zone 11 Drainage Impact Fee Plan. (Public Works)
 7. New 12 kV lines will be necessary for this subdivision. (SMUD)
 8. Setbacks of less than 14 feet may create clearance issues and should require the developer to meet with all utilities prior to acceptance of the Tentative Map. (At a minimum, the setback information should be placed on the Tentative Map for review.) (SMUD)
 9. Building foundations must have a minimum clearance of 5 feet to a SMUD trench. Developer to verify with other utilities (gas, telephone, etc.) for their specific clearance requirements. (SMUD)

Master Conditions of Approval

10. SMUD equipment shall be accessible to a 26,000 pound SMUD service vehicle in all weather. SMUD equipment shall be no further than 15 feet from a drivable surface. The drivable surface shall have a minimum width of 20 feet. (SMUD)
11. Prior to the issuance of building permits, require water intensive commercial and industrial building permit applicants to conduct a water use efficiency review and submit the findings in the required environmental documentation for the project. (SCWA)
12. Prior to the issuance of building permits, require efficient cooling systems, re-circulating pumps for fountains and ponds, and water recycling systems for vehicle washing as a condition of service. (SCWA)

2648861.3

CITY OF RANCHO CORDOVA

ORDINANCE NO. 10-2016

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING TWO AMENDED AND RESTATED DEVELOPMENT AGREEMENTS
FOR THE RIO DEL ORO PROJECT**

THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA DOES ORDAIN AS FOLLOWS:**Section 1. Recitals.**

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, et seq., of the Government Code (the "Development Agreement Statute"), authorizing the City, and any person having a legal or equitable interest in the real property, to enter into a Development Agreement and establish certain development rights in the property, which is the subject of the development project application. Pursuant to Government Code section 65868, Development Agreements may be amended by mutual assent of the parties.

B. Since the City's incorporation in 2003, the City of Rancho Cordova (the "City") has worked with landowners of the Rio Del Oro ("RDO") Specific Plan area on moving forward with entitlements for that property. The City has held a number of workshops and City Council study sessions with the intent of informing property owners and residents about the Rio Del Oro Specific Plan and soliciting feedback.

C. On September 20, 2010, the City Council adopted Ordinance 14-2010, adopting the RDO Specific Plan. The adopted RDO Specific Plan Project ("Project") is a plan for a mixed-use development supporting a combination of employment-generating uses, retail and supporting services, recreational uses, and a broad range of residential uses and associated infrastructure and roads on an approximately 3,828-acre site in the City. The Project includes 11,601 residential units at various densities; 522 acres of employment-generating uses (village commercial, shopping center, business park, industrial park); public/quasi-public uses; elementary, middle, and high schools; community and neighborhood parks; private recreational uses; stormwater detention basins; open-space areas and open-space preserves; a drainage parkway; greenbelts; major roads with landscaping; and a wetland preserve/mitigation bank. Several off-site infrastructure facilities (road widening and extensions, sewer interceptors, water and wastewater treatment facilities, wastewater transmission mains, water pipelines and distribution systems and facilities, electrical transmission lines, and water tanks) are proposed to serve project development.

D. On September 20, 2010, the City entered into Tier 1 Development Agreements with Elliott Homes, Inc., an Arizona corporation ("Elliott"), and Aerojet-General Corporation, an Ohio corporation ("Aerojet"), (collectively Elliott and Aerojet shall be referred to as "Landowners"), relative to the RDO Specific Plan. The Tier One Development Agreement with Elliott was recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 430 and the Tier One Development Agreement with Aerojet was recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 428 (collectively referred to as the "Tier 1 Agreements").

ATTACHMENT 4

E. Section 8.2 of the Tier 1 Agreements allows the Tier 1 Agreements to be amended from time to time by mutual written consent of the parties. Section 6.3 of the Tier 1 Agreements requires either an additional Development Agreement or an Amended and Restated Development Agreement be entered into between Landowners and the City prior to the commencement of any development of the property covered under the Tier 1 Agreements.

F. The City and Landowners desire to amend the Tier 1 Agreements to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the property in the Specific Plan Area (as defined in the attached Amended and Restated Development Agreements), including, but not limited to, dedication of open space and land for public facilities, financing and construction of required infrastructure, as well as the contribution and reimbursement of the facilities' costs and services by and amongst Landowners in the Specific Plan Area, and its successors-in-interest.

G. The City and Landowners agree to provide the additional clarity and to proceed with the development of the RDO project by entering into the Amended and Restated Development Agreements with both Landowners relative to the RDO Project ("ARDAs"), attached hereto as **Exhibits 4A and 4B**.

H. Landowners desires to proceed with development consistent with the Entitlements or any subsequent entitlements that may be included within the scope of the ARDAs as those terms are defined therein. As contemplated and required by the Tier 1 Agreements, prior to any development being approved for or occurring within the property, Landowners must obtain approval from the City of a Tier 2 Development Agreement (as defined in the Tier 1 Agreements). The attached ARDAs are intended to replace the Tier 1 Agreements, implement the requirements of the Entitlements and the Specific Plan Environmental Impact Report/Environmental Impact Statement ("Specific Plan EIR/EIS") (as defined in the ARDAs) as applied to development of the property, and satisfy the condition for a Tier 2 Development Agreement prior to development of the property.

I. On August 29, 2016, the City Council also considered and introduced Ordinance 9-2016, amending the RDO Specific Plan. The amendment to the RDO Specific Plan ("Amended RDO Specific Plan") would increase the proposed density and allow development of 7,593 single-family residential units, 2,048 medium-density residential units, and 2,548 high-density residential units. The proposed amendment would result in a potential overall increase of 588 residential units in the Specific Plan area, which includes an increase of 828 high-density units and 152 medium-density units, and a decrease of 392 single-family units from the number of units under the original RDO Specific Plan.

J. In compliance with the California Environmental Quality Act ("CEQA"), on September 7, 2010, by Resolution No. 92-2010, the City certified the Specific Plan EIR/EIS ("EIS/EIR"). On August 29, 2016, the City approved by Resolution No. 106-2016 the "Addendum" which further analyzed and reviewed the environmental impacts, if any, associated with the Amended RDO Specific Plan and these ARDAs.

K. On August 29, 2016, the City Council, serving as the City's planning agency for purposes of development agreement review pursuant to the Development Agreement Statute and the Development Agreement Ordinance, held a public hearing to consider the ARDAs.

L. The public hearing was noticed in accordance with the requirements set forth in Government Code section 65090 and 65091.

Section 2. Findings and Determination.

On the basis of (a) the foregoing Recitals, which are incorporated herein, (b) the Amended RDO Specific Plan, (c) the City's General Plan, (d) the Environmental Impact Report for the RDO Project, and (e) on the basis of the specific conclusions set forth below, the City Council finds and determines that:

A. **Consistency with the General Plan.** The ARDAs are consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan. In accordance with Government Code section 65867.5(b), the ARDAs vest the Landowners' right to proceed with development of the property in accordance with the Amended RDO Specific Plan. The ARDAs do not amend or revise the development standards in the Amended RDO Specific Plan. The General Plan consistency findings made by the City Council in Ordinance No. 16-2010 and Ordinance No. 33-2010, including the General Plan consistency analysis matrix (attached hereto and incorporated herein by this reference as **Exhibit 4C**, are still accurate and relevant to the ARDAs and are unchanged by the ARDAs and therefore are incorporated into the findings herein. The General Plan consistency findings made by the City Council in Ordinance No. 9-2016, adopting the Amended RDO Specific Plan, are incorporated into the findings herein.

As required by Government Code section 65867.5(b), the City Council finds that the ARDAs, which vest development under the RDO Specific Plan, are consistent with the City's General Plan. The findings and evidence to support this General Plan consistency determination are set forth as described in the original findings for the Rio del Oro Specific Plan as follows:

- i. The Rio del Oro Specific Plan Community Plan (Exhibit 3-1), Land Use Plan (Exhibit 3-2), and land use parameters in Section 3 and Appendix A are consistent with the desired land use patterns (neighborhoods, villages, and districts) and corresponding development parameters in the General Plan Land Use Element. Specifically, the land use types, distribution, densities and intensities of the Rio del Oro Specific Plan are consistent with the Rio del Oro Planning Area Concept Plan (General Plan Figure LU-26), corresponding text description, and assumed development potential (General Plan Table LU-5) outlined in the General Plan.
- ii. The Rio del Oro Specific Plan and Development Standards and Design Guidelines (Specific Plan Appendix A) include a land use plan, use and development standards as well as guidelines for subsequent project design consistent with the goals of the General Plan Urban Design Element. Specifically, the location and design concepts for the village, local, and regional town centers within Rio del Oro are in keeping with the building block concepts outlined in the Urban Design Element (General Plan Goal UD-1 and corresponding policies and actions). Additionally, design guidelines in Appendix A establish unique project identity with context-sensitive design provisions envisioned in General Plan Goals UD-3 and UD-4).
- iii. The Rio del Oro Specific Plan includes land use designations for a significant employment center, two village centers, one local town center, and two regional town centers. This plan implements General Plan Economic Development Element Goals ED-1 and ED-2 in that it diversifies the local economy with land uses that provide substantial and sustainable fiscal benefits to the City and residents, and because it provides new local and regional retail and service opportunities that will meet regional demands and generate tax revenues for the City. This plan also implements General Plan Goal ED-8

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because it will result in a variety of businesses that provide a range of options for jobs and career choices.

- iv. The Rio del Oro Land Use Plan (Exhibit 3-2) includes a wide range of residential land use designations including single-family residential, medium density residential, high density residential, as well as opportunities for high density housing in select mixed use center locations. Residential land use designations (allowing between 2 and 40 units/acre) are distributed throughout the project site with high density housing located in close proximity to schools, parks, jobs and employment. The mix and distribution of housing are consistent with the General Plan Housing Element Goals H-1 and H-4 in terms of balancing employment and housing and encouraging housing opportunities, respectively.
- v. The Rio del Oro Circulation Plan (Exhibit 4-2) is consistent with the General Plan Circulation Plan (Figure C-1) and establishes a roadway system for local project traffic, improved community circulation, and well as regional transportation system with the addition of two major north south roadways (Rancho Cordova Parkway and Americanos Boulevard) as well as improvements to the east-west connectivity. The Rio de Oro Bikeway and Trails Plan (Exhibit 4-5) is consistent with the General Plan Bikeway and Trails Plan (Figure C-2) as well as the City's current Bikeway Master Plan. Section 4 of the Rio del Oro Specific Plan identifies planned street improvements for major roadways and trails and establishes standards and principles for subsequent review of local streets and trail connections in keeping with the General Plan Circulation Element Goals C-1 and C-2 for multi-modal facilities and connectivity.
- vi. The Rio del Oro Land Use Plan (Exhibit 3-2) designates approximately 775 acres (20% of the project area) for parks and open space, which excludes storm water detention and private recreation areas. Project open space includes a 510-acre wetland preserve, drainage parkways, landscape corridors, and greenbelts. Project parks include a 121-acre community park, an adult sports park, neighborhood parks and future pocket parks and neighborhood greens. The Rio del Oro Bikeway and Trails Plan (Exhibit 4-5) includes more than 15 miles of Class I, paved off-street bike paths connecting neighborhoods to activity centers and improving regional trail connections. Planned open space, parks, and trails for Rio del Oro are consistent with General Plan Open Space, Parks, and Trails Element Goals OSPT-1, OSPT-2, and OSPT-3 in establishing a premier system of public parks, establishing connected and diverse open space systems, and maximizing opportunities for pedestrians and cyclists.
- vii. Sections 4 (Circulation Element), 6 (Public Utilities Element) and 7 (Public Services Element) of the Rio del Oro Specific Plan identify necessary infrastructure, utilities, and services for the project consistent with the goals and policies outlined in the General Plan Infrastructure, Services, and Finance Element. Rio del Oro Specific Plan Section 8 (Implementation and Administration) identify requirements for the Financing Plan that is required prior to or contemporaneous with the approval of the first large lot tentative map for the Rio del Oro development. That section also includes guiding principles regarding infrastructure funding and phasing to ensure consistency with the General Plan.
- viii. The Environmental Impact Report/Environmental Impact Statement for the Rio del Oro project identifies all known and protected resources within the project area. Required protection and mitigation measures have been incorporated into the Rio del Oro Specific Plan as shown on the Land Use Exhibit (Exhibit 3-2) and as described in Section 5 (Environmental Resources Element). The Rio del Oro project is consistent with the

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General Plan Natural Resources Element Goals NR-1, NR-2, and NR-3 regarding protection and preservation of wildlife, plant habitats, wetlands and creek corridors.

- ix. The Rio del Oro Specific Plan includes information about the historic use of the property and the Development Standards and Design Guidelines (Appendix A) specifically reference historic rocket testing operations on a neighborhood park site (Parcel 80) where special design treatment should convey the site's historic interest through inclusion of interpretive exhibits or other design features. This provision is consistent with General Plan Cultural and Historic Resources Element Goal CHR-1 to identify and preserve the history of Rancho Cordova for future generations.
- x. The Rio del Oro Specific Plan (including Appendix A) includes drainage improvements consistent with General Plan Safety Element Goal S-2 (and corresponding policies and actions) to reduce the possibility of a flooding or drainage issue causing damage to urban land uses. Residential uses within the project area are located outside of the designated Mather Airport flight zone consistent with Safety Element Goal S-6 to protect the community from potential harm associated with Mather Airport operations. Finally, the Rio del Oro Development Standards and Design Guidelines incorporate best practices from the Crime Prevention Through Environmental Design (CPTED) standards to ensure consistency with General Plan Safety Element Goal 7 regarding design of neighborhoods and buildings to maximize safety/security and minimize crime.
- xi. The Rio del Oro Land Use Plan (Exhibit 3-2) incorporates desired development patterns for a balanced mix of uses that incorporate housing, jobs, and services in close proximity connected by roadways and trails to reduce vehicular travel and maximize opportunities for walking and biking. This land use plan and corresponding circulation exhibits are consistent with the General Plan Air Quality Element Goals AQ-2 and AQ-3 regarding land use patterns and densities, as well as circulation systems to reduce vehicle trips and air quality impacts.
- xii. The Rio del Oro Land Use Plan (Exhibit 3-2) maintains residential uses outside of the designated Mather Airport flight zone and establishes setbacks and in some cases soundwalls to mitigate noise impacts from heavily traveled roadways and adjoining industrial uses to the west and south of the project site. This land plan and provisions in the Rio del Oro Development Standards and Design Guidelines are consistent with the General Plan Noise Element Goal N-1 to ensure that new development is free of noise disturbances.
- xiii. The changes to project densities proposed by the Amended RFO Specific Plan would result in a potential overall increase of 588 residential units in the Specific Plan area, which includes an increase of 828 high-density units and 152 medium-density units, and a decrease of 392 single-family units from the number of units under the original RDO Specific Plan. This change is consistent with the General Plan in that General Plan Housing Element Policy H.1.2 requires that adequate sites be maintained to meet the City's housing needs and the City's share of regional housing needs. Within the Sacramento region, local agencies must zone a certain amount of land for 30 dwelling units or more per acre in order to meet Regional Housing Need Allocation (RHNA) obligations. Further, the General Plan's Housing Element Action H.1.2.1 requires development projects greater than 100 acres in area to provide 5 percent of residential acreage to be zoned to accommodate 30 dwelling units per acre or higher. The adjustments to the RDO Specific Plan residential densities are proposed to achieve consistency with the above noted General Plan policy and action.

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B. **Public Interest.** The proposed ARDAs will not be detrimental to the public interest, health, safety, convenience, or welfare of the City in that the Project will proceed in accordance with all programs and policies of the General Plan and Amended RDO Specific Plan. The Amended RDO Specific Plan, with the ARDAs, is consistent with and is expected to result in an improved jobs/housing ratio than what currently exists and includes the designation of public uses including public schools, parks and other public or quasi-public uses. The Specific Plan integrates sustainable development practices at each level of community planning and implementation. It includes a variety of retail opportunities for the planned community and the surrounding areas of the City and Sacramento County as well as a variety of residential densities resulting in a range of housing opportunities for a range of income levels.

C. **CEQA COMPLIANCE.** in compliance with the California Environmental Quality Act ("CEQA"), on September 7, 2010, by Resolution No. 92-2010, the City certified the Specific Plan EIR/EIS ("EIR/EIS"). On August 29 and September 19, 2016, the City approved by Resolution No. 106-2016 the "Addendum" which further analyzed and reviewed the environmental impacts, if any, associated with the Amended RDO Specific Plan and these ARDAs.

Section 3. Approval of Amended and Restated Development Agreements.

The City Council hereby approves the two Amended and Restated Development Agreements, attached hereto as **Exhibits 4A and 4B**, in a form approved by the City Attorney, and authorizes the City Manager to execute the Amended and Restated Development Agreements. The attached Amended and Restated Development Agreements are as follows:

A. Amended and Restated Development Agreement By and Between the City of Rancho Cordova and Elliott Relative to the Rio Del Oro Project.

B. Amended and Restated Development Agreement By and Between the City of Rancho Cordova and Aerojet relative to the Rio Del Oro Project.

Section 4. Recordation.

Within ten (10) days after the ARDAs are executed by the City Manager, the City Clerk shall submit the Development Agreements to the County Recorder for recordation.

Section 5. Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, it shall not affect the remaining portions of this Ordinance that can be given effect without the invalid provision and, to this end, the provisions of this Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

Section 6. Publication and Effective Date.

Within fifteen (15) days after adoption, a summary of this Ordinance shall be published once in the Grapevine Independent or the Sacramento Bee, a newspaper of general circulation printed and published in Sacramento County and circulated in the City, in accordance with Government

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Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its adoption.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2016 by the following vote:

AYES: X

NOES: X

ABSENT: X

ABSTAIN: X

David Sander, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2652875.2

LANDOWNER OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

AEROJET ROCKETDYNE INCORPORATED

RELATIVE TO THE RIO DEL ORO PROJECT

8/22/2016

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
RELATIVE TO THE RIO DEL ORO PROJECT**

This Amended and Restated Development Agreement ("**ARDA**") is entered into as of this ____ day of _____, 201_, by and between the CITY OF RANCHO CORDOVA, a municipal corporation ("**City**"), and Aerojet Rocketdyne, Inc., an Ohio corporation ("**Landowner**"), pursuant to the authority of Government Code Section 65864 et. seq., relating to development agreements. City and Landowner are hereinafter sometimes collectively referred to as the Parties and singularly as Party.

RECITALS

A. Tier 1 Development Agreement. The City and Landowner previously entered into that certain Tier 1 Development Agreement By and Between the City and Landowner relative to the Rio Del Oro ("**RDO**") Specific Plan (as defined herein) dated December 6, 2010 and recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 428 (the "**Agreement**"). Section 8.2 of the Agreement allows the Agreement to be amended from time to time by mutual written consent of the parties. Section 6.3 of the Agreement requires either an additional development agreement or an amended and restated development agreement be entered into between Landowner and City prior to the commencement of any development of the Property (as defined herein).

B. Purpose of Amended and Restated Agreement. The City and Landowner desire to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the Property in the Specific Plan Area (as defined herein), including but not limited to dedication of open space and land for public facilities, financing and construction of required infrastructure, as well as the contribution and reimbursement of the facilities' costs and services by and amongst Landowner and other landowners in the Specific Plan Area, and its successors-in-interest. Additionally, Landowner desires to proceed with development consistent with the Entitlements or any Subsequent Entitlements that may be included within the scope of this ARDA as those terms are defined herein. As contemplated and required by the Agreement, prior to any development being approved for or occurring within the Property (including any approval of Small Lot Tentative Subdivision Maps (as defined herein) or grading or construction of any improvements within or serving the Property), Landowner must obtain approval from the City of a Tier 2 Development Agreement (as defined in the Agreement). This ARDA is intended to replace the Agreement, implement the requirements of the Entitlements and the Specific Plan EIR/EIS (as defined herein) as applied to development of the Property, and satisfy the condition for a Tier 2 Development Agreement prior to development of the Property.

C. Effect of ARDA. The Agreement requires the agreement and approval of a Tier 2 Development Agreement in conjunction with subsequent project-specific approvals, and prior to physical development of the Property. This ARDA shall be deemed to implement and satisfy this requirement. Accordingly, upon the recordation of this ARDA in the Official Records of Sacramento County, the Agreement, as applied to the Property, shall be deemed amended and replaced in its entirety by this ARDA.

D. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Development Agreement Statute and the Development Agreement Ordinance, authorize the City and any person having a legal or equitable interest in the real property to enter into a

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development agreement, establishing certain development rights in the Property which is the subject of the development project application.

E. Definitions. All capitalized terms as used herein are defined in Section 3 of this ARDA.

F. Property. Landowner owns in fee title that certain 2,312-acre portion of the Specific Plan Area (as defined herein) located in the City, County of Sacramento, more particularly described in **Exhibit A-1** and depicted in **Exhibit A-2** attached hereto (the “**Property**”).

G. Approval of Specific Plan Area Development Agreements. Concurrent with the approval of this ARDA, another development agreement with nearly identical terms is being processed and approved by and between the City and the other Participating Landowner (as defined herein). It is also the intent of City that, if the other Participating Landowner fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such non-participating landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such non-participating landowner to enter into a development agreement with terms identical in all material respects to those in this ARDA, and the terms of any ARDA applicable to projects within the Specific Plan Area shall ensure to the City’s satisfaction that the provisions of the Amended Specific Plan, the Financing Plan and the Phasing Master Plan (as those terms are defined herein) are uniformly applied to the entire Specific Plan Area.

H. Joint Planning of Specific Plan. The Participating Landowners (as defined herein), City, and other public agencies have jointly planned for the development of the entire 3,828-acre Specific Plan Area depicted in **Exhibit B** attached hereto. The Specific Plan, the Amended Specific Plan, this ARDA, and the other Entitlements are the result of this joint effort.

I. Public Hearing and Approval of this Agreement. On August 29, 2016, the City Council (as defined herein), serving as City’s planning agency for purposes of development agreement review pursuant to the Development Agreement Statute and the Development Agreement Ordinance, held a public hearing to consider this ARDA. Following the hearing, the City Council introduced City Council Ordinance No. ____-2016 approving this ARDA. City adopted City Council Ordinance ____ - 201_ on _____, 2016.

J. Approval of Amended Specific Plan and Entitlements. On August 29, 2016, the City Council held a public hearing to consider certain amendments to the Specific Plan, the large lot tentative subdivision map including the Master Large Lot Conditions of Approval, the Affordable Housing Plan Agreement and other Entitlements (as defined herein), and by City Council Resolution No. ____, the City Council approved other Entitlements in the form attached as Exhibit [] to Resolution No. ____, and introduced City Council Ordinance No. ____-2016 adopting the Amended Rio del Oro Specific Plan; such Ordinance was adopted on _____, 2016.

K. Environmental Review. In compliance with the California Environmental Quality Act, on September 7, 2010, by Resolution No. 92-2010, City certified the Rio del Oro Specific Plan EIR/EIS, as defined herein. On August 29, 2016, City certified the Addendum to the EIR/EIS by City Council Resolution No. ____-2016 (the “**Addendum**”) which further analyzed and reviewed the environmental impacts, if any, associated with the Amended Specific Plan and this ARDA.

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L. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Ordinance.

M. Consistency with General and Amended Specific Plan. Having duly examined and considered this ARDA and having held properly noticed public hearings hereon, in City Council Ordinance No. ____-2016, City found that this ARDA satisfies the Development Agreement Statute, and this ARDA is consistent with the requirements of the City's General Plan (as defined herein) and the Amended Specific Plan.

N. Negotiations. The Parties have, in good faith, negotiated terms set forth in this ARDA, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and the Development Agreement Ordinance, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Landowner. This ARDA is a contract that has been negotiated and voluntarily entered into by City and Landowner. Neither Party is an agent of the other Party. City and Landowner renounce the existence of any form of joint venture or partnership between them. Nothing contained in this ARDA, or in any document executed in connection with this ARDA, may be construed as making City and Landowner joint venturers or partners.

3. Definitions.

"Adopting Ordinance" means Ordinance No. _____ approving this ARDA.

"Aerojet" means Aerojet Rocketdyne, Inc., an Ohio corporation.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City's General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 201__, by Resolution No. ____-201__, and implemented pursuant to the Affordable Housing Plan Agreement between City and each of the Participating Landowners attached hereto as **Exhibit C**. The Affordable Housing Plan identifies the plans to provide adequate affordable housing.

"Agreement" means that certain Tier 1 Development Agreement By and Between the City and Aerojet Relative to the Rio Del Oro Specific Plan dated December 6, 2010 and recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 428.

"Amended Specific Plan" means the amended RDO Specific Plan, including Appendix A thereto, "Rio Del Oro Development Standards and Design Guidelines and Appendix B thereto, "Phasing Master Plan" approved by the City on _____, 2016, by Resolution No. ____-

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2016, which incorporates original provisions of the Specific Plan and makes specified amendments thereto.

“ARDA” means this Amended and Restated Development Agreement entered into between City and Landowner.

“Backbone Infrastructure” means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1.2 and Chapter 3 of the Financing Plan.

“CC&R” means the covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“CFDs” means Mello-Roos Community Facilities Districts pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities for the Project.

“City” means the city of Rancho Cordova, a municipal corporation.

“City Council” means the City Council of the City.

“City CPI Index” means the consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“Citywide” means the geographical boundaries of the City, including any area added to the geographical boundaries after the Effective Date.

“Citywide Park Fees” means a Quimby Park development fee and Community Places fee adopted by the City on a Citywide basis.

“Community Place(s)” means open space to supplement the park amenities provided by the Amended Specific Plan.

“Community Place Development Agreement(s)” means the Community Place development agreement(s) to be entered into between Landowner and City for the improvement of the Community Place(s) within each residential Small Lot Final Subdivision Map for the Property.

“Complaining Party” means the Party claiming the other Party is in default pursuant to Section 17 of this ARDA.

“Core Backbone Road Infrastructure” means that infrastructure described in Appendix I of the Financing Plan.

“CRPD” means the Cordova Recreation and Park District.

“Development Agreement Ordinance” means Rancho Cordova Municipal Code Chapter 23.158.

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“Development Agreement Statute” means California Government Code Section 65864, *et seq.*

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Effective Date” means the date defined in Section 4.1.

“EIR/EIS” means the Specific Plan Environmental Impact Report/Environmental Impact Statement certified by the City on September 7, 2010, by Resolution No. 92-2010.

“Elliott” means Elliott Homes, Inc., an Arizona corporation.

“Entitlements” means (a) the City General Plan in effect on the Effective Date of the Agreement; (b) the Specific Plan EIR/EIS, approved by the City on September 7, 2010, by Resolution No. 92-2010 (the mitigation measures in the Specific Plan EIR/EIS are incorporated into the Project and into the terms and conditions of this ARDA, unless the mitigation measures pertain solely to the _____ Property); (c) the “Rio Del Oro Amended Specific Plan”, including Appendix A thereto, “Rio Del Oro Development Standards and Design Guidelines,” and Appendix ____ thereto, “Phasing Master Plan,” approved by the City on _____, 2016, by Resolution No. _____; (d) this ARDA approved by the Adopting Ordinance; (e) the Financing Plan; (f) the Master Large Lot Map, including the Master Large Lot Conditions of Approval; and (g) the Affordable Housing Plan.

“Event of Default” or a “Default” means the material failure by either Party to perform any term or provision of this ARDA required to be performed by such Party as set forth in Section 17.

“Exactions” means all development impact fees, connection or mitigation fees, taxes, assessments and other exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property. Exactions does not include the SFD Program, or any fees imposed or assessments levied pursuant to the SFD Program, described in more detail in Section 7.3.1.

“Financing Plan” means the RDO Public Facilities Financing Plan, including all appendices thereto, dated _____ 201_, and approved by City on _____, 201_ as part of Resolution No. __, 2016.

“General Plan” means the City General Plan, including all appendices thereto, approved by City on June 26, 2006, City Council Resolution Nos. 116-2006 and 117-2006.

“Homeowner Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CC&R enforcement.

“Incentive Period” shall have the meaning set forth in Section 5.7.1.

“Interim Community Places Fee” means the Interim Community Places Fee totaling One Thousand Three Hundred Dollars (\$1,300) per EDU as set forth in Section 6.1.

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"Interim Park Development Fee" means the Interim Park Development Fee totaling Nine Thousand and Eighty-Two Dollars (\$9,082) per EDU as set forth in Section 6.1.

"Landowner" means Aerojet.

"Master Large Lot Map Conditions of Approval" means the set of conditions and requirements appended to the Master Large Lot Map, and that, together with the Financing Plan, the Phasing Master Plan, and the Affordable Housing Plan will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to and cover the entire Specific Plan Area.

"Minor Revision" shall have that meaning set forth on page 8-4 of the Amended Specific Plan.

"Mortgagee" means a lender or other such entity.

"Open Space Preserve" means that certain 522-acre portion of the Specific Plan Area more particularly described in **Exhibit D**.

"Park(s)" means the lands identified as "Community Park" and "Neighborhood Park" in the Amended Specific Plan.

"Park Development Agreement(s)" means the Park development agreement(s) to be entered into between Landowner and the City or another appropriate agency for the improvement of the Park(s) within each residential Small Lot Final Subdivision Map for the Property.

"Participating Landowners" means Elliott and Aerojet.

"Parties" means City and Landowner.

"Party" means City or Aerojet.

"Party in Default" means the Party alleged to be in default pursuant to Section 17.

"Pay-As-You-Go Levies" means CFD special tax levies in excess of the amount needed for CFD debt service and administrative expenses.

"Phasing Master Plan" means that plan, included as Appendix H to the Amended Specific Plan and titled "Rio Del Oro Finance Plan Infrastructure Phasing Master Plan," applicable to the entire Specific Plan Area, adopted by the City Council on _____ by Resolution No. _____ which defines in detail the on-site and off-site facility requirements to develop each phase of the Specific Plan Area, including location of facilities and construction timing requirements.

"Police Services CFD" means City CFD 2013-2.

"Police Special Tax" means the police special tax levied by the Police Services CFD.

"Project" means the planned development of the 2,312 Property pursuant to the Entitlements.

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"Property" means that certain _____-acre portion of the Specific Plan Area located in the City, County of Sacramento, more particularly described in **Exhibit A-1** and depicted in **Exhibit A-2** attached hereto.

"Public Facilities" means the public facilities generally described and listed as Public Facilities in Table _____ of the Financing Plan.

"RDO" means Rio Del Oro.

"SFD Program" means the Rio Del Oro Special Financing District Program described in Chapter 8 of the Financing Plan to equalize the burden to design and construct the Backbone Infrastructure required for development of the Property not otherwise funded by an existing fee program, or anticipated to be underfunded thereby, such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement.

"Small Lot Final Subdivision Map" means a subdivision map processed and approved pursuant to the Subdivision Map Act that has been recorded and creates either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

"Small Lot Tentative Subdivision Map" means a tentative subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

"Specific Plan" means the Rio del Oro Specific Plan approved by the City Council on September 20, 2010, by Ordinance No. 14-2010.

"Specific Plan Area" means the entire 3,828-acre area which is the subject of the Amended Specific Plan.

"Subsequent Entitlements" mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, Small Lot Tentative Subdivision Maps, Small Lot Final Subdivision Maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

"TDIF" means City's Transportation Development Impact Fee, as adopted and as revised by City from time to time.

"TDIF Set-Aside" mean an initial amount of Nine Thousand Dollars (\$9,000) of the TDIF for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) to be set aside to establish a dedicated revenue source to help fund certain Core Backbone Road Infrastructure as identified in Appendix I of the Financing Plan.

"Tentative Map" means a large lot or Small Lot Tentative Subdivision Map for the Property.

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“Tentative Map Phasing Plan” means the phasing plan identifying how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

“Total Eligible Costs” shall include the hard costs and soft costs for the construction, acquisition, and installation of any public improvements or facilities that are funded by any existing or future City fee program, as defined in such fee program.

“White Rock Road Contribution” means the Two Million Five Hundred Thousand Dollars (\$2,500,000) to be contributed by City from City’s TDIF program towards construction of White Rock Road pursuant to Section 13.1.

4. Effective Date, Term and Termination.

4.1. Effective Date. The Effective Date of this ARDA is _____, 201__ which is the effective date of City Ordinance No. _____, adopting this ARDA.

4.2. Term. The term of this ARDA commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this ARDA. This ARDA automatically terminates upon expiration of the applicable term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this ARDA expires, Landowner shall thereafter retain no vested rights under this ARDA for the Entitlements and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of such portion of the Property, except to the extent that Landowner has secured vested rights under then-existing statute(s) or common law.

4.3. Tolling and Extension During Legal Challenge or Moratoria. Landowner may, at its discretion, extend the term of this ARDA for a maximum period of three years if:

4.3.1. A third-party lawsuit is filed challenging any of the Entitlements; or

4.3.2. The City will make the determination of the appropriate agency to own, build, and/or operate and maintain Parks at or before the time the City approves each Small Lot Tentative Subdivision Map as required by Section 5.10 below. If the City fails to make said determination before the time the City approves a Small Lot Tentative Subdivision Map, the term of this ARDA shall be extended for the length of time it takes the City to make that determination following the approval of the Small Lot Subdivision Map, and the extension period under this Section 4.3.2 is in such case not limited to three years; or

4.3.3. Landowner is unable to proceed, or elects not to proceed, with the Project because of actions described in either Section 4.3.1 or 4.3.2 above; and

4.3.4. The Landowner submits to City written notice that this ARDA is tolled;

4.3.5. During any such period that the ARDA and development of the Project are being tolled by Landowner, Landowner may, at its sole expense and risk, submit applications to process Subsequent Entitlements, including Small Lot Tentative Subdivision

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Maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4. Length of Extension. The tolling period will begin when City receives written notice from the Landowner. The tolling period may only extend the term of this ARDA until a final order of judgment is issued upholding the challenged Entitlements, as applicable, the case is dismissed, or the three-year maximum tolling period in Section 4.3 is reached, except as provided in Section 4.3.2, whichever is shorter. The Landowner may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Subject to the exceptions and exclusions in Section 5 through 5.10 inclusive of this ARDA, Landowner shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the Amended Specific Plan. This ARDA does not vest Landowner's rights to pay development impact fees, Exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges except as provided below and subject to the conditions stated therein.

5.1. Permitted Uses, Density and Intensity, Maximum Height and Size of Buildings, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The Amended Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page 3-6 of the Amended Specific Plan.

5.2. Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, City agrees that, except as otherwise provided in or limited by the provisions of this ARDA, this ARDA vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Landowner will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied Citywide basis or which applies to all properties that are zoned with density and uses similar to those of the subject properties in the Entitlements within the portion of the City located south of Highway 50 and east of Sunrise Boulevard, and directly concerns an imminent public health or safety issue, in which case, the City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3. Vested Rights Exclude Design and Construction Standards Not Addressed in Entitlements. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications applicable to the Project, and to public improvements to be constructed by the Landowner shall

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be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this ARDA, in which case the Entitlements and the terms of this ARDA shall prevail.

5.4. Vested Rights Exclude Changes in State or Federal Law.

Modification Because of Conflict with State or Federal Laws. This ARDA shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this ARDA prevent or preclude compliance with one or more provisions of this ARDA or any Entitlements, the Parties shall, within sixty (60) days of written or actual notification to both Parties of such enactment, meet and confer in good faith in a reasonable attempt to modify this ARDA and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this ARDA or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this ARDA.

5.5. Vested Rights Exclude Building and Fire Codes.

The Project shall be constructed in accordance with the provisions of the City's standard construction specifications and Title 24 of the California Code of Regulations related to building standards in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the City's standard construction specifications and Title 24 of the California Code of Regulations related to building standards in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the City's standard construction specifications and Title 24 of the California Code of Regulations related to building standards in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6. Vested Rights Exclude Processing Fees and Charges.

Landowner shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7. Vested Rights Limited for Exactions.

Except as set forth in this Section 5.7 and Section 5.7.1, Landowner shall pay all Exactions authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are zoned with density and uses similar to those of the subject properties in the Entitlements within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. The Exactions identified in Sections 6.1, 7.2.1, 7.2.2, 7.2.3, 7.2.4, 7.2.5, 7.2.6, and 13.4 are expressly excluded from any limitation on inflation adjustments. In consideration of Landowner's obligations under Section 9 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other Exaction related to the provision of affordable housing or inclusionary housing, or other Exaction related to the provision of affordable housing or inclusionary housing that may be

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subsequently adopted by City, regardless of the application of such an Exaction to other properties within the City.

5.7.1. Incentive Period. Notwithstanding anything to the contrary in Section 5, in order to incentivize development of the Specific Plan Area earlier than would otherwise occur under current market conditions, the City hereby agrees that Landowner shall pay only those Exactions listed in **Exhibit E** in the amounts specified in **Exhibit E** for the first seven (7) years after the Effective Date or the issuance of One Thousand Two Hundred (1,200) residential building permits by the City within the Specific Plan Area, whichever comes first (“**Incentive Period**”). Except as set forth in **Exhibit E**, City agrees that no increase in any of said Exactions or inflation adjustments shall apply to the Exactions during the Incentive Period.

5.8. Subsequent Entitlements. Subject to Section 17.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Landowner for Subsequent Entitlements necessary or convenient for the exercise of Landowner’s rights under the Entitlements for the use and development of the Property.

5.9. Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any Tentative Map approved for all or any portion of the Property shall be the later of the date this ARDA expires or the date the Tentative Map expires pursuant to City approval of the Tentative Map pursuant to the City’s Municipal Code, including without limitation Section 22.20.060, as it may be modified from time to time by state law. Tentative Maps approved for all or any portion of the Property shall comply with the provisions of Government Code Section 66473.7, as applicable.

5.10. Vested Rights Exclude Role of CRPD. The vested rights that are created by this ARDA do not preclude the City from amending any City document or policy, including any of the Entitlements, to replace “CRPD” or “Cordova Recreation and Park District” with the “City of Rancho Cordova” or any other public agency (including making grammatical and non-substantive changes immediately necessary thereto), and to apply such amendments to the development of the Property; the City retains its legal authority to make such amendments and to apply them to the development of the Property.

6. Park Development and Community Places.

6.1. Park Development and Community Places Dedication and Fee Obligations. Landowner’s obligation to dedicate land for Parks and Community Places shall be satisfied by Landowner’s dedication of the lands identified in Exhibit 7-1 of the Amended Specific Plan. City agrees and acknowledges that Landowner’s dedication of the lands identified in Exhibit 7-1 of the Amended Specific Plan will satisfy the Landowner’s dedication requirements pursuant to Resolution No. _____.

The City, acting as the land use authority, and in consultation with other appropriate agencies identified by City, will use good faith efforts to adopt Citywide Park Fees. If City adopts Citywide Park Fees, Landowner shall only be obligated to pay any such Citywide Park Fees after the expiration of the Incentive Period and will, after expiration of the Incentive Period, pay the Citywide Park Fees when each building permit for residential development is issued within the Project. In the event that City does not adopt Citywide Park Fees, then after expiration of the Incentive Period, Landowner will pay the Interim Park Development Fee and the Interim Community Places Fee when each building permit for residential development is issued within the Project. Upon City’s adoption of the Citywide Park Fees and after expiration of the Incentive

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Period, as applicable, the Landowner shall pay the Citywide Park Fees for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the Interim Park Development Fee or Interim Community Places Fee.

Pending and until adoption of the Citywide Park Fee and the Community Places Fee, the Interim Park Development Fee and the Interim Community Places Fee will be adjusted on January 1, 2017 and annually thereafter no later than January 15 as follows:

- (a) A “mean” index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the October issue of the Engineering News Record magazine Construction Cost Index.
- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this section by the “mean” index for the previous October.
- (c) The adjusted Interim Park Development Fee and the adjusted Interim Community Places Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section 6.1, by the Interim Park Development Fee and the Interim Community Places Fee, as applicable, in place prior to the annual adjustment. For example, the January 2017 Interim Community Places Fee shall be calculated by taking the January 2017 “mean” index and dividing by the January 2016 “mean” index and multiplying that result by \$1,300 (the 2016 Interim Community Places Fee).

6.2. Limitation on Cost Increases for Parks and Park Facilities. City shall not increase the costs of Parks or Park facilities to exceed the estimated costs set forth in the Financing Plan.

6.3. Timing of Dedications of Parks. Prior to the recordation of any residential Small Lot Final Subdivision Map within the Property which contains a Park, but not prior to construction of model homes, Landowner shall, to the extent permitted by law: (i) irrevocably offer for dedication to City, CRPD, or another appropriate agency identified by City any land identified as a Park on **Exhibit F** that is encompassed within such residential Small Lot Final Subdivision Map; and (ii) enter into a Park Development Agreement(s) with City, CRPD, or another appropriate agency identified by City for the improvement of the Park(s) within such residential Small Lot Final Subdivision Map. If and to the extent a Park Development Agreement provides for the design and construction of any improvements included within the Citywide Park Fees program (or the Interim Park Development Fee), then the Park Development Agreement shall include provisions for fee credits and/or reimbursements from the applicable fee. The amount of any such fee credits and reimbursements shall be based on the amount budgeted by the applicable fee program, as adjusted by the increase or decrease, if any, as calculated pursuant to Section 6.1 above, and shall not be subject to adjustment based on the actual costs incurred by Landowner to design and construct such creditable Park improvements, provided, that Landowner shall not be required to expend more than the amount budgeted by the applicable fee program for construction of such creditable improvements.

6.4. Timing of Dedications of Community Places. Prior to the recordation of any residential Small Lot Final Subdivision Map within the Property which contains a Community Place, but not prior to construction of model homes, Landowner shall, at the sole discretion of

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City, to the extent permitted by law: (i) irrevocably offer for dedication to City any Community Place encompassed within such residential Small Lot Final Subdivision Map; and (ii) enter into a Community Place Development Agreement(s) with City for the improvement of the Community Place(s) within such residential Small Lot Final Subdivision Map. If and to the extent a Community Place Development Agreement provides for the design and construction of any improvements included within the Citywide Park Fees program (or the Interim Community Places Fee), then the Community Place Development Agreement shall include provisions for fee credits and/or reimbursements from the applicable fee. The amount of any such fee credits and reimbursements shall be based on the amount budgeted by the applicable fee program, as adjusted by the increase or decrease, if any, in the City CPI Index, for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Landowner to design and construct such creditable Community Place improvements, provided, that Landowner shall not be required to expend more than the amount budgeted by the applicable fee program for construction of such creditable improvements.

6.5. Joint Powers Authority. In the event City desires to create a Joint Powers Authority ("JPA") with another appropriate agency or entity identified by City pursuant to and as authorized by Government Code Sections 6500 et seq., for the purposes of designing, constructing, programming, operating, and maintaining the Community Park site designated in the Amended Specific Plan, Landowner agrees to consider, in good faith, any request by City for Landowner to serve on any commissions and/or boards constituted pursuant to the JPA agreement. City hereby agrees that Landowner shall not be responsible for costs associated with the creation, formation, or operation of the JPA, and that Landowner's participation on any commissions and/or boards shall be in Landowner's sole and absolute discretion.

7. Infrastructure and Maintenance Finance.

7.1. Infrastructure Finance. As further set forth in the Master Large Lot Conditions of Approval and Financing Plan, prior to approval of a Small Lot Final Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, upon request by Landowner, City and Landowner will cooperate to establish one or more CFDs to fund necessary Backbone Infrastructure and Public Facilities. To the extent the costs of the infrastructure improvements and facilities required for development of the Property exceed the proceeds from CFDs or other financing mechanism of the Landowner, Landowner shall be solely responsible for such shortfall.

7.1.1. Infrastructure CFDs. Except as may otherwise be agreed to by Landowner and the City during the formation of a CFD for the Property, the following specific provisions shall be included within the applicable terms and conditions of any CFD related to the Property. The CFD shall be consistent with any City adopted finance policies relating to such financing. The term of the special tax to be levied by any CFD against the Property shall be sufficient to support multiple bond sales not to exceed an authorized amount appropriate for the proposed development, as determined by City and Landowner. Available CFD bond proceeds and/or special tax proceeds may be used to fund, in addition to acquisition and/or construction of eligible facilities, reimbursements and/or payment of development impact fees. When the CFDs are created, the City will include provisions that permit the acquisition or construction cost of eligible facilities to be paid from Pay-As-You-Go Levies in amounts and for time periods to be agreed to in an acquisition agreement entered into in connection with the issuance of bonds. Nothing in this Section shall be construed to limit or change Landowner's ability to receive fee

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credits for infrastructure improvements in accordance with City policies in effect as of the Effective Date, including but not limited to improvements financed by a CFD.

7.1.2. Alternative Financing Mechanisms. Nothing herein shall be construed to limit Landowner's option to install any improvements through the use of traditional assessment districts or private financing or other financing mechanisms as permitted by law and authorized by the City.

7.2. Maintenance Finance. As further set forth in the Financing Plan, prior to approval of a Small Lot Final Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Landowner will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements and facilities associated with or needed to serve the Property as identified in the Financing Plan. Landowner shall participate in, support, and pay all reasonable costs incurred by City associated with such actions consistent with this ARDA and the Financing Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Financing Plan shall not exceed the amounts reasonably determined by City and Landowner during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby. As more particularly described in the Financing Plan, the funding mechanisms may include the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance CFD No. 2014-2. The Property will be annexed into CFD No. 2014-2 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, and (ii) street lights, and landscape maintenance for frontage and medians. The special tax to be levied thereby will be adjusted on July 1, 2017 and annually thereafter no later than July 15, in accordance with the City CPI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2016/2017 Transit Related Services Tax shall be \$103.47 per low density residential unit, \$82.78 per medium density residential unit, \$62.08 per high density residential unit, \$2,653.05 per acre for retail and service commercial, and \$2,280.54 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2017 and annually thereafter no later than July 15, in accordance with the City CPI Index.

Landowner agrees that it will not vote to repeal or amend the Transit Related Services Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this ARDA. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to annually pay under this ARDA the difference between the amount of the Transit Related Services Tax after the Landowner's vote to repeal or amend the tax, and the amount of the proposed Transit Related Tax set forth above. This obligation does not survive the termination of this ARDA pursuant to Section 14.3. The assignment of this obligation follows with the assignment of the ARDA pursuant to Section 28, and the release provisions of Section 28 shall apply upon acceptance of the assignment by the City.

7.2.3. Annexation into City Stormwater Utility Fee. The Property will be annexed into either City Stormwater Utility Fee for maintenance services or an equivalent

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funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2017 and annually thereafter no later than July 15, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first Small Lot Final Subdivision Map or for residential properties that do not require subdivision, prior to issuance of building permits, the Landowner shall support the annexation of the Project into the Police Services CFD and cover Landowner's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Property. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year Police Special Tax shall be \$508.51 annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2017, the Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Landowner acknowledges that no Small Lot Final Subdivision Maps, or for residential properties that do not require subdivision, no building permit applications, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Landowner may, at its own risk, process and obtain approvals of any tentative maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Landowner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this ARDA. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to annually pay under this ARDA the difference between the amount of the Police Special Tax after the Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above. This obligation does not survive the termination of this ARDA pursuant to Section 14.3. The assignment of this obligation follows with the assignment of the ARDA pursuant to Section 28, and the release provisions of Section 28 shall apply upon acceptance of the assignment by the City.

7.2.5. Additional Mello-Roos Maintenance CFDs. Unless deferred or waived by City, in addition to the above maintenance and services districts, as more specifically described in the Financing Plan, the following additional maintenance and services CFDs or similar financing mechanisms may be formed prior to the recordation of the first Small Lot Final Subdivision Map or issuance of any building permit to fund the operations and maintenance of the Public Facilities:

- (a) Park maintenance CFD.
- (b) CFD for maintenance of Community Places, park corridors, green belts, regional trails, open space preserves, and wetland buffers/preserves not otherwise maintained by another entity or agency.
- (c) Open Space Preserve operations and maintenance CFD.

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7.2.6. Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to Sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City and Landowner to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Financing Plan. If and to the extent the Homeowner Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in Sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, to be exercised in its reasonable discretion, with the adequacy of the performance thereof secured by the Homeowner Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be reduced by the annual savings to be realized by the districts from the performance of such maintenance obligations by the Homeowner Association and the relieving of the districts from having to perform such maintenance obligations.

7.3. Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Special Financing District Program (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Financing Plan, upon request by Landowner, City will use good faith, diligent efforts to adopt and implement the SFD Program to finance the costs of excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing parcels within the Property. Landowner agrees to support the adoption and implementation of the SFD as described in the Financing Plan. The Parties acknowledge that the SFD could comprise, but is not limited to, one or more of the following mechanisms: CFD; plan area fee program; assessment district; or private cost sharing agreement.

7.3.2. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Landowner shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Landowner who installs frontage improvements located on the Property prior to Landowner's development of the Property, in accordance with the provisions of the Financing Plan. The required roadway frontage improvements to be installed by Landowner shall be identified by Landowner and approved by City in connection with City's approval of the Landowner's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Landowner shall enter into a subdivision improvement agreement that includes, but is not limited to, identification of all roadway frontage improvements that Landowner will construct, identification of all roadway frontage improvements for which Landowner shall have an obligation to reimburse a Participating Landowner for previously constructing, and or as may be otherwise assigned and required by the Tentative Map Phasing Plan related thereto. For any and all off-site roadway frontage improvements within the Specific Plan Area required to be installed by Landowner, City will enter into a reimbursement agreement with Landowner to provide for reimbursement from the other benefitting landowner(s). City hereby agrees to condition any benefitting landowner(s) to require reimbursement of Landowner consistent with this Section 7.3.2.

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(ii) Credits and Reimbursements from Existing and Future Fee Programs. Landowner shall be entitled to fee credits and/or fee reimbursements for the Total Eligible Costs incurred to design and/or construct any public improvements or facilities that are funded by existing or future fee programs in accordance with the terms of such fee programs. The amount of such fee credits and/or fee reimbursements shall increase every year consistent with City's fee programs to the extent that said fee programs are increased pursuant to an index or other cost of construction adjustment. Any such fee credits and/or fee reimbursements shall be personal to Landowner and shall not run with the land. Prior to Landowner commencing construction of any public improvements or facilities that are funded by fee programs, City shall enter into a credit and reimbursement agreement with Landowner to provide for credit and/or reimbursement consistent with Section 7.3.2(vi).

(iii) Credits and Reimbursements from SFD Program. Landowner shall be entitled to fee credits against and/or fee reimbursements from the SFD Program for the Total Eligible Costs to design and/or construct any public improvements or facilities that are funded by the SFD Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Program to be adopted by City consistent with the Financing Plan if requested by Landowner.

(iv) Election between Credit and Reimbursement. With respect to Sections 7.3.2(ii) and (iii) above, Landowner shall be entitled to elect between credits or reimbursements in the amount of the Total Eligible Costs, or direct an apportionment between the two, but shall only be entitled to reimbursements when funds are available for reimbursement through any eligible funding source, as identified within the then existing fee program.

(v) No Limitations. Nothing in this Section 7.3.2 is intended to or shall be construed to limit Landowner from receiving any other credits, reimbursements, or contributions of any kind or nature whatsoever that may arise after the Effective Date that City may approve or adopt, or that any other jurisdiction or local agency may approve or adopt, and be available to pay for all or a portion of the Total Eligible Costs of public improvements or facilities to the extent that the combined total value of the credit, reimbursement, and/or contribution does not exceed the Total Eligible Costs.

7.3.3. Phasing Obligations. As more particularly provided in the Financing Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Financing Plan, Landowner shall, when submitting an application for a Tentative Map, include the entire Property in the Tentative Map and include a Tentative Map Phasing Plan to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4. Transportation Set-Aside Fee. As more particularly described in the Financing Plan, City and Landowner agree that a TDIF Set-Aside will be used to establish a dedicated revenue source to help fund certain Core Backbone Road Infrastructure as identified in Appendix I of the Financing Plan. As provided in the Financing Plan, the TDIF Set-Aside shall not apply to non-residential uses. The Financing Plan details the requirements and administration of the TDIF Set-Aside. Landowner and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Landowner

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within or off-site of the Specific Plan Area shall be subject to and administered in accordance with the TDIF Set-Aside provisions of the Financing Plan. City further acknowledges that the administration and maintenance of the TDIF Set-Aside will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or alternative funding approved by City therefor has been secured.

8. Homeowner Association. Landowner hereby agrees to form a Homeowner Association to manage the residential portions of the Property as a common interest development under the Davis-Stirling Common Interest Development Act. The purpose of the Homeowner Association will be to enforce the rules and regulations adopted from time to time by its board of directors, enhance and protect the value, desirability, and attractiveness of the community, and discharge such other lawful duties and responsibilities as may be required pursuant to its bylaws and the declaration of CC&Rs to be recorded in the Office of the Recorder of Sacramento County, State of California, with respect to the residential planned development. The Homeowner Association may also, in Landowner's sole and absolute discretion, be formed to allow the Homeowner Association to own common area within the residential portions of the Property. If Landowner elects to have the Homeowner Association own common area, the Homeowner Association shall repair, maintain, and manage said common areas. If City elects to (i) adopt a City program that includes enforcement of all or any provisions of the CC&Rs applicable to the Property and (ii) form a financing mechanism to fund the costs of such a program, City hereby agrees to exempt the Property from any special taxes or assessments levied by City to fund the costs of said City program. Any such exemption shall be proportional to the extent the City program duplicates the CC&R enforcement program. Prior to recordation of the declaration of CC&Rs, Landowner agrees to provide City a reasonable opportunity to review and comment on the provisions of said CC&Rs pertaining to (i) design review, (ii) any maintenance obligations that could otherwise be performed by the districts described in Sections 7.2.1, 7.2.3 or 7.2.5, and (iii) any enforcement obligations that are already included in the City program described in this Section to the extent such City program exists at the time of said review and comment period, provided that City shall not have any approval authority with respect to said CC&Rs.

9. Affordable Housing. Landowner shall comply with all terms, conditions and requirements under the Affordable Housing Plan Agreement between City and Landowner attached hereto as **Exhibit C**. Any failure by Landowner to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this ARDA, subject to default under Section 17. City acknowledges that Landowner's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Landowner's obligations to provide affordable housing or inclusionary housing or other such fee or Exaction related thereto associated with development of the Property. In the event Landowner receives any credits pursuant to the Affordable Housing Plan as a result of exceeding its obligations thereunder, including but not limited to credits for exceeding dedication requirements, City hereby agrees to allow Landowner to apply any such credits to any of Landowner's other affordable housing obligations on other projects within the City.

10. Sunrise Flooding Obligations. The Project shall be required to participate in drainage improvements along Sunrise Boulevard as determined through ongoing consultation with the City's Department of Public Works. In the event the Project's onsite drainage system is designed to decrease the overall peak rate of runoff from the Project that drains offsite to the north outfall at Sunrise Boulevard, any such drainage facilities constructed onsite shall be

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considered the Project's fair share to the offsite drainage solution. City hereby agrees that decreasing the existing flood depth elevation at the Sunrise Boulevard drainage crossing, as determined by the drainage study attached hereto as **Exhibit G**, by approximately one-third (1/3) would fully satisfy Landowner's obligation to participate in drainage improvements along Sunrise Boulevard. If Landowner elects to construct improvements that decrease the existing flood depth elevation at the Sunrise Boulevard drainage crossing as set forth in this Section, Landowner will include the improvements necessary to achieve that result in its improvement plans for the applicable final subdivision map.

11. Dedications.

11.1. Public Rights of Way and Other Public Lands. Within ninety (90) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Landowner to build any Backbone Infrastructure within any portion of the Property in connection with the development of the other Participating Landowner's property, Landowner shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Infrastructure. This timeline may be extended, if necessary, to secure approval of any regulatory agencies having jurisdiction over access to portions of the Property that are restricted due to environmental constraints. The length of any such extension shall be limited to the amount of time reasonably necessary to secure regulatory approval, as determined by the City and Landowner after review of information pertaining to the timeline for securing regulatory approval, with the burden of providing such information on the Landowner. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Landowner initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Landowner shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Infrastructure, which shall be assignable to any Participating Landowner who intends to construct such Backbone Infrastructure. Landowner shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate or release their interests therein to such dedicated rights of way and easements.

11.2. Drainage Parkways. City hereby agrees to accept Landowner's dedication of, and maintain subject to Section 7.2.3 and 7.2.5(b), the drainage parkways identified in Exhibit 7-1 of the Amended Specific Plan. City expressly acknowledges and agrees that the dedicated drainage parkways will include, but not be limited to, public recreational facilities, drainage facilities, and waters of the United States.

12. Open Space Preserve Maintenance. Prior to the commencement of any grading activities in the Specific Plan Area, Landowner shall deed the Open Space Preserve to City and City shall record a conservation easement for the Open Space Preserve in compliance with the approved Operations and Management Plan (which includes a funding source) and in a form acceptable to the applicable Federal and State agencies, including but not limited to, the United States Army Corps of Engineers, United States Fish and Wildlife Service, and the California Department of Fish and Wildlife. City also agrees to consider, in good faith, managing and maintaining the Open Space Preserve pursuant to a negotiated agreement with a qualified preserve manager and in compliance with the approved Operations and Management Plan. If City does not enter into an agreement with a qualified preserve manager for the maintenance of the Open Space Preserve prior to the commencement of any grading activities in the Specific

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Plan Area, Landowner shall contract with a qualified open space trust to manage and maintain the Open Space Preserve in compliance with the approved Operations and Management Plan.

13. Road and Frontage Improvements.

13.1. City Contribution to Construction of White Rock Road. City hereby agrees to pay the White Rock Road Contribution from City's TDIF program towards construction of that certain portion of White Rock Road as depicted in **Exhibit H** hereto as a reimbursement to Landowner if Landowner constructs the White Rock Road improvements set forth in Table ___ of the Financing Plan. Landowner will submit requests for progress payments to City and City shall make the progress payments, as adjusted by any increase in the City CPI Index, and as requested by Landowner based on a development schedule agreed to by Landowner and City. In the event Landowner has not awarded a construction contract for the White Rock Road improvements set forth in Table ___ of the Financing Plan on or before December 31, 2018, or a later date as may be approved by the City's Public Works Director upon request by Landowner, City shall have the option to instead apply the White Rock Road Contribution towards its construction of the center lane improvements for that certain portion of White Rock Road as depicted in **Exhibit H**. If City constructs said center lane improvements, Landowner's remaining construction obligations with respect to that certain portion of White Rock Road as depicted in **Exhibit H**, if any, shall be governed by condition 39 in the Master Large Lot Map Conditions of Approval.

13.2. Interim Roadway Conditions. City hereby agrees to Landowner's construction of roadway phasing options as more particularly described in the Phasing Master Plan attached as Appendix B to the Amended Specific Plan and Appendix H to the Financing Plan.

13.3. Off-Site Roadway Improvements. To the extent any condition contained in the Master Large Lot Map Conditions of Approval requires construction of off-site roadway improvements by Landowner, Landowner shall not be obligated to construct such off-site roadway improvements unless and until City has acquired the right-of-way and/or easements necessary to construct such off-site roadway improvements. Landowner shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Landowner to construct any such off-site roadway improvements pursuant to Section 7.3.2(ii) of this ARDA.

13.4. Preserve Frontage Improvements. Frontage improvements (curb, gutter, sidewalk and frontage lane) for the portions of Rancho Cordova Parkway, Douglas Road, and Americanos Boulevard within the Preserve are not funded by any City fee program. As such, they would typically be the responsibility of the fronting property owner. However, since the property fronting on portions of these streets is permanent open space, the Master Large Lot Map Conditions of Approval require these improvements to be built when certain building permit thresholds have been reached. The City is concerned that the large cost of these frontage improvements may be difficult for a builder to absorb when the subject threshold is reached. The City is also concerned that if it constructs these frontage improvements in advance of the threshold, there is no mechanism to ensure the City will be reimbursed for its costs in constructing these frontage improvements. Accordingly, Landowners and City agree that a funding mechanism will be established to assure that funding for these improvements will be available when the applicable threshold is met, either to fund the construction of the frontage improvements in the Preserve or to reimburse the City for its costs of construction. This funding mechanism will be a CFD or other land-secured financing mechanism, the plan area fee

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program, or a combination of these and/or any other financing mechanism, so long as such mechanism provides reasonable assurance to the City that the funding for these frontage improvements at the estimated cost shown in the Financing Plan will be available at the time the thresholds identified in the Master Large Lot Map Conditions of Approval have been reached. Said financing mechanism or combinations thereof shall be in place to the satisfaction of the City prior to the recordation of the first Small Lot Final Subdivision Map on the Property.

14. Amendment or Cancellation.

14.1. Amendment by Mutual Consent. This ARDA may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the procedures of state law and the Municipal Code. Any amendment of the Entitlements that does not constitute a Minor Revision shall require amendment of this ARDA. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this ARDA, however no amendment as to a portion of the Property shall materially affect, either directly or indirectly, the provisions of the Finance Plan, or the rights or obligations of any other Participating Landowner to its vested rights as set forth in this ARDA.

14.2. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the Parties or their successors in interest, in accordance with the City's Municipal Code. Any fees paid pursuant to this ARDA and spent by City prior to the date of cancellation shall be retained by City.

14.3. Automatic Termination Upon Completion and Sale of Residential Unit. This ARDA shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot designated by the Amended Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this ARDA for any such residential lot as provided for in this Section 14.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

14.4. Termination upon Landowner Request. This ARDA may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Amended Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the ARDA for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing

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mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this ARDA that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Section 6 hereinabove to pay any Park fees (including Interim Park Development Fee and Interim Community Places Fee), planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Landowner of such portion of the Property is not in default of this ARDA and no notice of default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this ARDA for any such residential or nonresidential parcel as provided for in this Section 14.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

15. Annual Review.

15.1. Annual Review. City reserves the right to annually monitor and review Landowner's good faith compliance with the terms of this ARDA and the Entitlements.

15.2. Monitoring. City has discretion to monitor the continuing compliance with the terms of this ARDA and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

15.3. Annual Review Date. City intends to conduct an annual review during the term of this ARDA in September of each year after the Effective Date.

15.4. Initiation of Review. City's Community Development Director initiates the annual review by giving Landowner written notice that City will conduct the annual review. The Community Development Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Landowner must provide evidence to the Community Development Director to demonstrate good faith compliance with this ARDA. The burden of proof, by substantial evidence of compliance, is upon the Landowner. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this ARDA. Landowner is not in default under this ARDA by virtue of a failure by City to timely initiate review.

15.5. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice to Landowner by e-mail or other then-available means of electronic technology.

15.6. Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Landowner may

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be required to pay are not limited to the amount in the Community Development Director's estimate.

15.7. Non-compliance with Agreement; Hearing. If the Community Development Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of this ARDA during the period under review, the City Council may initiate proceedings to modify or terminate the ARDA, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Landowner may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this ARDA, and the City Council shall review and make findings concerning the compliance of all Parties to the ARDA.

15.8. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the City Council must be commenced within thirty (30) days of the final decision of the City Council, or the Landowner forfeits the right to seek judicial review.

16. Violation of Entitlements. In addition to complying with all terms of this ARDA, Landowner agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Landowner to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this ARDA, subject to default under Section 17. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Landowner, and that unless and until the Landowner elects to develop any portion of the Property, the only obligations of the Landowner hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 11.1 above.

17. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this ARDA required to be performed by such Party, including without limitation any violation of Section 14, constitutes an Event of Default. For purposes of this ARDA, a Party claiming another Party is in default shall be referred to as the Complaining Party, and the Party alleged to be in default shall be referred to as the Party in Default. Except as provided in Section 16, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 27, and the Party in Default fails to cure such Event of Default within the applicable cure period.

17.1. Procedure Regarding Defaults.

17.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. After City as the Complaining Party provides notice of an Event of Default by Landowner, if such Event of Default is not cured within thirty (30) days after the Landowner's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the default is cured pursuant to the procedures in this Section 17.

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17.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day time period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the annual review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code Section 65865.1 to decide to terminate or modify the ARDA following the opportunity to cure as provided in this Section 17.1.2.

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

17.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 17.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this ARDA or terminate this ARDA. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this ARDA or City's regulations governing development agreements, expressly including the remedy of specific performance of this ARDA. In no event, except as provided in Sections 21, 24 and 25 of this ARDA, will either Party be liable to the other Party for any monetary damage for claims arising out of this ARDA, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this ARDA without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

18. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this ARDA is in full force and effect and a binding obligation of the Parties; (ii) this ARDA has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this ARDA, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this ARDA with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

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19. Severability. If any part of this ARDA is for any reason held to be unenforceable, the rest of the ARDA remains fully enforceable. If, however, a provision of this ARDA is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this ARDA, then the Party so deprived will have the option to terminate this entire ARDA upon written notice to the other Party.

20. Applicable Law. California law applies to this ARDA without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

21. Attorneys' Fees and Costs in Legal Actions by Parties to the ARDA. Should any legal action be brought by either Party for breach of this ARDA or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

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

23. Bankruptcy. The obligations of this ARDA are not dischargeable in bankruptcy.

24. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Landowner agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property. Landowner has no indemnification obligation with respect to the gross negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 24 shall survive the termination of this ARDA.

25. Cooperation and Indemnification of City in Event of Legal Challenge to This ARDA or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this ARDA or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this ARDA:

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25.1. The Parties agree to cooperate in defending against the action or proceeding;

25.2. The Landowner is solely responsible for its own costs and any costs incurred by City for such defense;

25.3. Landowner will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

25.4. Neither Landowner nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

25.5. The provisions of Section 25 shall survive the termination of this ARDA.

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

27. Notices. All notices and other communications required or permitted under this ARDA, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Community Development Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax: _____
E-mail: _____

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

Landowner
Attn: _____
Address: _____
City, State, Zip: _____
Fax: _____
E-mail: _____

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

28. Assignment and Release. From and after recordation of this ARDA against the Property, Landowner shall have the full right to assign this ARDA as to the Property, or any

EXHIBIT 4A

portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) Landowner has paid City any and all fees or amounts due to City arising out of this ARDA, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) the City Community Development Director has received the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit I**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Community Development Director upon the request of Landowner) and City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit I**, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

29. Mortgage Protection. The parties hereto agree that this ARDA shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this ARDA. Any Mortgagee that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this ARDA nor a breach of this ARDA shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Landowner in the performance of Landowner's obligations under this ARDA.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Landowner under the terms of this ARDA, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Landowner under this ARDA.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this ARDA; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assignee of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the

EXHIBIT 4A

Property consistent with this ARDA and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Landowner hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 11 of this ARDA to specifically enforce against such Mortgagees or owners any dedication requirements under this ARDA or under any conditions of any other Entitlements.

30. Priority of Enactment. In the event of conflict between this ARDA and the Entitlements, this ARDA is controlling.

31. Form of ARDA; Recordation; Exhibits. City will record this ARDA and any subsequent amendment to this ARDA, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this ARDA, except when this ARDA automatically terminates due to the expiration of the term of this ARDA. Any amendment or termination of this ARDA that affects less than all of the Property must describe the portion of the Property that is the subject of the amendment or termination. This ARDA is executed in three duplicate originals, each of which is deemed to be an original. This ARDA consists of ___ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

32. City Manager Authorization. The City, a municipal corporation, has authorized this ARDA to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____ adopted by the Council of the City on the _____ day of _____, 201_, and has caused this ARDA to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: Cyrus Abhar
Its: City Manager
Date: _____

"LANDOWNER"

AEROJET ROCKETDYNE, INC.,
An Ohio corporation

By: Easton Development Company, LLC,
a California limited liability company,
Its Manager

By: _____
David C. Hatch
Vice President and Chief Operating Officer

a _____

By: _____
Its: _____
Name: _____
Date: _____

ATTEST:

City Clerk

EXHIBIT 4A

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of Property
Exhibit A-2:	Map of Property
Exhibit B:	Map of Specific Plan Area
Exhibit C:	Affordable Housing Plan Agreement
Exhibit D:	Map of Open Space Preserve
Exhibit E:	Incentive Period Exactions
Exhibit F:	Map of Dedicated Parks
Exhibit G:	Flooding Technical Memorandum
Exhibit H:	Map of Portion of White Rock Road
Exhibit I:	Form of Assignment

2689275.5

EXHIBIT A-1

Legal Description of the Aerojet Property

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 and Parcel 23 as shown in Book 55 of Parcel Maps at Page 30 as shown in book 20080325, at Page 1226, all in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, South 89°37'40" East, a distance of 418.60 feet to the Point of Beginning;

Thence from the Point of Beginning, North 00°17'18" West, a distance of 423.57 feet;

Thence, on the arc of a curve to the right a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;

Thence, on the arc of a curve to the right a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;

Thence, North 89°31'57" East, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°04'35" East;

Thence, on the arc of said non-tangent curve to the right a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;

Thence, on the arc of a curve to the left a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;

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Thence, on the arc of a curve to the right a distance of 1060.28 feet; said curve has a central angle of $108^{\circ}28'52''$ and a radius of 560.00 feet;

Thence, South $79^{\circ}02'16''$ East, a distance of 274.71 feet;

Thence, North $28^{\circ}09'08''$ West, a distance of 236.87 feet;

Thence, on the arc of a curve to the left a distance of 665.31 feet, said curve has a central angle of $19^{\circ}03'35''$ and a radius of 2000.00 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 1542.41 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 856.47 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 25.00 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 651.82 feet;

Thence, on the arc of a curve to the right a distance of 784.77 feet, said curve has a central angle of $46^{\circ}07'00''$ and a radius of 975.00 feet;

Thence, on the arc of a curve to the left a distance of 498.28 feet, said curve has a central angle of $25^{\circ}22'37''$ and a radius of 1125.00 feet;

Thence, North $51^{\circ}49'40''$ West, a distance of 453.85 feet;

Thence, South $38^{\circ}10'20''$ West, a distance of 125.00 feet;

Thence, South $27^{\circ}42'33''$ West, a distance of 850.47 feet;

Thence, North $51^{\circ}45'32''$ West, a distance of 723.29 feet to the common line between Lot A and Lot B of said Lot Line Adjustment;

Thence, North $00^{\circ}22'20''$ East, a distance of 2829.16 feet along said common line;

Thence, South $89^{\circ}29'00''$ West, a distance of 1078.83 feet along said common line;

Thence, North $04^{\circ}34'36''$ West, a distance of 192.34 feet along said common line;

Thence, North $16^{\circ}09'51''$ West, a distance of 253.09 feet along said common line;

Thence, North $11^{\circ}19'50''$ West, a distance of 479.39 feet along said common line;

Thence, North $07^{\circ}23'34''$ West, a distance of 292.93 feet along said common line;

Thence, North 06°22'41" West, a distance of 169.64 feet along said common line;

Thence, North 01°23'23" West, a distance of 152.03 feet along said common line;

Thence, North 71°35'34" East, a distance of 146.02 feet along said common line;

Thence, North 74°08'41" East, a distance of 462.88 feet along said common line;

Thence, North 84°48'48" East, a distance of 66.67 feet along said common line;

Thence, North 10°56'56" East, a distance of 102.96 feet along said common line;

Thence, North 04°10'36" West, a distance of 197.73 feet along said common line;

Thence, North 01°46'57" East, a distance of 318.01 feet along said common line;

Thence, North 00°44'08" East, a distance of 496.43 feet along said common line to the north line of said Parcel 15;

Thence, North 84°12'46" East, a distance of 56.52 feet along said north line to the arc of a non-tangent curve having a radial bearing of South 05°46'55" East;

Thence, on the arc of said non-tangent curve to the right a distance of 404.13 feet along said north line, said non-tangent curve has a central angle of 04°37'52" and a radius of 5000.00 feet;

Thence, North 88°50'57" East, a distance of 2409.24 feet along said north line to the arc of a non-tangent curve having a radial bearing of North 01°08'48" West;

Thence, on the arc of said non-tangent curve to the left a distance of 62.58 feet along said north line, said non-tangent curve has a central angle of 01°11'43" and a radius of 3000.00 feet;

Thence, South 00°58'24" East, a distance of 40.54 feet along said north line;

Thence, North 86°31'01" East, a distance of 6897.56 feet to the northeast corner of said Parcel 15;

Thence, South 00°57'26" East, a distance of 3869.39 feet along said east line;

Thence, North 89°05'46" East, a distance of 466.94 feet along said east line;

Thence, South 00°56'26" East, a distance of 5357.51 feet along said east line;

Thence, South 89°02'10" West, a distance of 3214.24 feet along said east line;

Thence, South 00°58'22" East, a distance of 860.88 feet along said east line to the most northerly corner of Parcel 23 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, South 51°47'34" East, a distance of 610.84 feet along the northeast line of said Parcel 23;

Thence, South 38°12'24" West, a distance of 298.46 feet along the southeast line of said Parcel 23;

Thence, South 89°01'38" West, a distance of 284.95 feet along the south line of said Parcel 23 to the east line of said Parcel 15;

Thence, South 00°58'22" East, a distance of 1635.90 feet along said east line to the south east corner of said Parcel 15;

Thence, South 89°23'14" West, a distance of 3090.85 feet along the south line of said Parcel 15;

Thence, South 89°37'42" West, a distance of 1947.08 feet along said south line;

Thence, North 89°37'40" West, a distance of 1009.49 feet along said south line to the Point of Beginning.

Containing 2150.616 Acres, more or less.

Together with the following described Parcels of land:

Parcels 18 through 20, Area "B", Parcels 24 through 31, Parcels 35 through 37, filed in Book 55 of Parcel Maps, at Page 30 and New Parcel Eighteen filed in Book 20080221, at Page 0781, both Official Records Sacramento County

See Exhibits A-1 plans to accompany legal descriptions attached hereto and made a part hereof.

Excepting therefrom the following described parcels of land:

Exception D

All that property described as "Alpha Area Tank Site No. 803" recorded in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the northwest corner of Parcel 26 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, from the Point of Commencement, North $31^{\circ}28'35''$ West, a distance of 1296.42 feet to the Point of Beginning;

Thence, from the Point of Beginning, North $11^{\circ}48'07''$ West, a distance of 82.96 feet;

Thence, North $78^{\circ}12'53''$ East, a distance of 69.57 feet;

Thence, South $11^{\circ}46'01''$ East, a distance of 82.97 feet;

Thence, South $78^{\circ}13'32''$ West, a distance of 69.52 feet to the Point of Beginning.

Containing 0.132 Acres, more or less.

Exception E

All that property described in a Grant Deed recorded in Book 801215 at Page 499 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the west end of a line described as (N. $89^{\circ}36'00''$ E. 467.64) which is on the east line of said Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 of the Official Records of Sacramento County, thence, North $62^{\circ}26'47''$ West a distance of 2547.29 feet;

Thence, North $89^{\circ}53'58''$ West, a distance of 200.00 feet;

Thence, North $00^{\circ}05'32''$ East, a distance of 200.00 feet;

Thence, South 89°54'15" East, a distance of 199.92 feet;

Thence, South 00°04'05" West, a distance of 200.02 feet to the Point of Beginning. ,

Containing 0.918 Acres, more or less.

See Exhibits A-1 plats to accompany legal descriptions attached hereto and made a part hereof.

End of Description

Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95661



David W Kopp, PLS 4533
License Expiration Date: 12-31-10

Date: 8/17/2010



The map illustrates the geographical context of the Aerojet Rocketdyne, Inc. facility. Key features include:

- Major Roads:** Folsom Blvd., Sunrise Boulevard, Highway 50, White Rock Road, Douglas Road, Zinfandel Drive, Kiefer Boulevard, Grant Line Road, Bradshaw Road, and Jackson Road.
- Airport:** Mather Airport is located to the west of the facility.
- Facility Location:** The Aerojet Rocketdyne, Inc. facility is situated in the Rio del Oro area, bounded by White Rock Road to the north, Douglas Road to the south, and Zinfandel Drive to the west.
- Directional Indicators:** An arrow points from the label 'RIO DEL ORO' to the facility.

 RIO DEL ORO BOUNDARY
 OWNERSHIP BOUNDARY
 AEROJET ROCKETDYNE, INC. PROPERTY



WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C St. Bldg. 100-B
Sacramento, CA 95816

Tel 916.341.7760
Fax 916.341.7767

EXHIBIT B: MAP OF SPECIFIC PLAN AREA (RIO DEL ORO PROJECT)

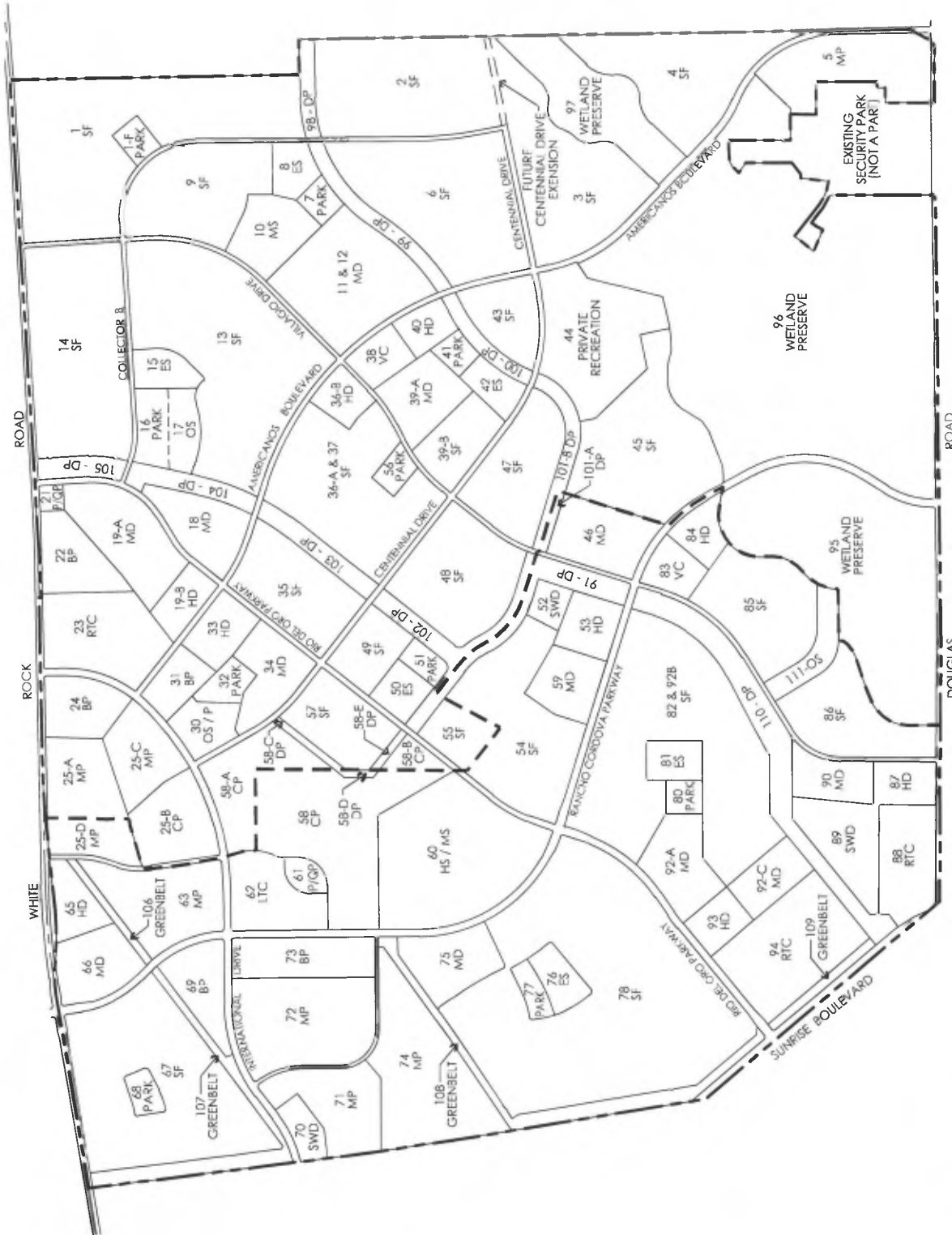


EXHIBIT C

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN AGREEMENT
FOR THE RIO DEL ORO SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA, AND
AEROJET ROCKETDYNE, INC.**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and Aerojet Rocketdyne, Inc. an Ohio corporation ("Landowner"), as of _____, 2016. City and Landowner are hereinafter sometimes collectively referred to as the Parties. This AHP shall be binding on Landowner and on any and all of Landowner's successors and assigns developing the real property described in Exhibit 1 and depicted in Exhibit 2 hereto and incorporated herein (the "Property") within the Rio Del Oro Specific Plan ("RDOSP").

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following policies related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, the City of Rancho Cordova Housing Element, adopted December 16, 2013 by City Council Resolution No. 119-2013 ("Housing Element") states that all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is

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required to provide a range of housing opportunities responding to the housing needs associated with the proposed development; and

WHEREAS, Policy H.1.5 of the Housing Element states that “[d]evelopers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project’s plan for providing affordable housing;” and

WHEREAS, Housing Element Action H.1.5.1 provides that the Affordable Housing Plan “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement,” and “[i]n order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...;” and

WHEREAS, on September 20, 2012, the Sacramento Area Council of Governments’ (“SACOG”) Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan (“RHNP”). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation (“RHNA”). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, local governments are required to update their housing elements to plan to accommodate their entire RHNA share by income category; and

WHEREAS, the City has received an allocation from SACOG of the projected share of the Region’s total growth within the City, including both a projected allocation of total housing units and a distribution of this projected growth by family income categories; and

WHEREAS, the City intends to meet Housing Element Policies H.1.5, H.1.5.1 and the requirements of state law by demonstrating that it is providing sufficient zoning capacity to accommodate a portion of the RHNA for housing available to a variety of income categories within the RDOSP area (“RDOSP Area”); and

WHEREAS, based on the foregoing requirements, this AHP is comprised of two major components: the Property’s fair share of the RHNA allocation and affordable housing performance; and

WHEREAS, the City Council supports and has determined that an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU in the RDOSP Area will, when combined with the City’s non-residential linkage fees as set forth in Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89, state and federal tax credits, and other state, federal and local grant and loan program funds, result in sufficient funds for City, or another third party, to develop within the City approximately six percent (6%) of new residential development as affordable rental units and one percent (1%) as affordable for-sale units; and

WHEREAS, in preparing this AHP, the City and Landowner considered economic, environmental, and fiscal factors and community goals set forth in the general plan; and

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WHEREAS, Landowner has agreed to meet the affordable housing obligations as identified in this AHP. This AHP fully satisfies Landowner's obligations pursuant to Housing Element Policy H.1.5 and all action items related thereto; and

WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the RDOSP Area. Any violation by Landowner of the terms of this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with enforcement action as further set forth in this Agreement.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to the following AHP:

DEFINITIONS

All capitalized terms used in this Agreement shall have the meaning set forth in this Section. Any capitalized terms not defined herein shall have the meaning set forth in the Amended and Restated Development ("ARDA") by and between Aerojet Rocketdyne, Inc and the City, adopted by the City by Ordinance No. _____, on _____, 2016;

"AHP" shall mean this Affordable Housing Plan Agreement, entered into between the City and Landowner and approved by Resolution No. _____-2016, on _____, 2016;

"Affordable Housing In Lieu Fee" is the fee payable pursuant to this AHP, in the amount of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU, and as may be adjusted as allowed by Section 2.2 of this AHP.

"Affordable Units" shall mean those units (whether single family or multi-family, and regardless of density) designated by the City to be affordable under the provisions of Section 4 of this AHP (and which are subject to a regulatory agreement as specified in that Section), with income levels calculated pursuant to regulations issued by the California Department of Housing and Community Development ("HCD") (with specific application to Sacramento County), and as may be adjusted from time to time by HCD based upon size of household, regional cost of living and other relevant factors. Subject to the regulations issued by HCD, City may designate Affordable Units as those units available to families with incomes ranging from zero to 120% of median family income.

"ARDA" shall mean the Amended and Restated Development Agreement ("ARDA") by and between Aerojet Rocketdyne, Inc and the City, adopted by the City by Ordinance No. _____, on _____, 2016.

"HCD" shall mean the State of California, Department of Housing and Community Development (or any successor thereto).

"HD" shall refer to the acreage designated in the RDOSP for development at or above an average density of 26 units per acre.

"Housing Element" shall mean the Housing Element in effect as of the effective date of this AHP, which was adopted on December 16, 2013 by City Council Resolution No. 119-2013.

"Market Rate Units" ("MRU") shall mean those units approved for residential development (whether single family or multi-family, and regardless of density) within the

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RDOSP Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

“Property” shall mean the 2,312-acre portion of the RDOSP Area owned by Landowner, located in the City of Rancho Cordova, County of Sacramento, and more particularly described in Exhibit 1 and depicted in Exhibit 2.

“RDOSP” shall mean the Rio del Oro Specific Plan, and all amendments thereto, whether approved before or after the date of this AHP.

“RDOSP Area” shall mean the entire property included within the Amended Rio del Oro Specific Plan, approved by the City on _____, 2016, by Ordinance No. ____-2016.

“RHNA” shall mean the Regional Housing Needs Allocation adopted by the Sacramento Area Council of Governments on September 20, 2012 to cover the time period 2013-21.

“RHNA Acreage” shall mean those sites identified on Exhibit 3 to this AHP, which are designated in the RDOSP for high-density development at no less than 26 units per acre.

“RHNP” shall mean the Regional Housing Needs Plan as established by SACOG on September 20, 2012 for the period 2013-21.

“SACOG” shall mean the Sacramento Area Council of Governments.

AGREEMENT

1. Property Subject to this Affordable Housing Plan. Landowner owns fee title to the Property. This AHP shall apply to, and be recorded on, the Property. The remaining portion of the RDOSP Area shall also be subject to a separate AHP, entered into between the City and the owner of fee title to that other portion of the RDOSP Area. Landowner understands, and City represents, that City intends to impose similar terms and conditions related to affordable housing on all portions of the RDOSP Area.

2. Payment of Affordable Housing In Lieu Fee. All MRU (both single family and multi-family) shall pay an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU. The Affordable Housing In Lieu Fee shall be due and payable at the time a building permit is issued for the unit or multi-family structure.

2.1. Exemptions. No Affordable Housing In Lieu Fee shall be required to be paid by any Affordable Units developed on the Property or by any development or structure subject to a non-residential building permit. Any development or structure subject to a non-residential building permit shall pay the housing trust development impact fee established pursuant to Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89.

2.2. Increases to Affordable Housing In Lieu Fee. The Affordable Housing In Lieu Fee shall not be subject to increase during the “Incentive Period,” as that phrase is defined in the ARDA between the Parties. After the expiration of the Incentive Period, the Affordable Housing In Lieu Fee required under this AHP shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR’s index of the City

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of San Francisco between October and October of each year.

3. Regional Housing Needs Allocation for the RDOSP Area. Based on the RHNA, City has designated 98 acres within the RDOSP Area for high density development, and City has identified as "RHNA Acreage" the property identified on Exhibit 3 to this AHP. Landowner has no obligation to develop or cause the development of Affordable Units on the RHNA Acreage. However, unless otherwise approved by the City, any development of the that portion of the RHNA Acreage within the Property as, if, and when the same occurs, shall be consistent with RHNA requirements as identified by the Housing Element (in effect as of the date of this AHP), and shall be at a minimum density of 26 dwelling units per acre, subject to the following provisions:

3.1. No Net Loss. California Government Code section 65584 requires all development on RHNA qualifying acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to contribute to the required RHNA performance, development on the RHNA Acreage must be at or above a density of an average of 26 units per acre, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element, and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65863. The City will accept an average of 26 units per acre on RHNA Acreage being developed concurrently by the same owner.

3.2. Review of RHNA Acreage. The Parties acknowledge that SACOG will review, from time to time, the RHNA for the City. The SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining projected RHNA requirements for the RDOSP Area. However, no such future adjustment by SACOG in the allocation of RHNA units to the City shall result in an increase to the RHNA Acreage as described herein. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the RDOSP Area, upon receipt by City of a written request from Landowner for reconsideration of the allocation of RHNA Acreage, the City will consider whether RHNA Acreage is still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584.

4. Affordable Housing Performance Requirements. Landowner has no obligation to construct Affordable Units under this AHP, and is not required to reserve or dedicate any land for the construction of affordable housing. However, at the request of City, Landowner has identified locations and acreages of four (4) sites, which may be subdivided to create three-acre parcels in the future (the "Identified Sites"), as shown on Exhibit 4 attached hereto, that may be suitable for the construction of Affordable Units by third parties. Landowner will offer to City for compensation at fair market value (to be determined as set forth below) all or a portion of the Identified Sites as follows:

4.1 Identified Sites for Affordable Units.

4.1.1. Total Acreage. The Identified Sites within the Property will result in 12 acres of HD available for purchase by the City. The Identified Sites are depicted on Exhibit 4.

4.1.2. Timing and Manner of Acquisition. City shall have the option to purchase any three (3) acre parcel within an Identified Site(s) (the "Parcel"). Such option shall

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be exercised no earlier than the date of approval of the small lot tentative subdivision map which includes the Identified Site(s), and no later than sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site. City shall exercise such option by delivering to Landowner a written purchase and sale agreement ("PSA"), executed by City as the buyer, along with a written appraisal of the Parcel substantiating the purchase price as set forth in the PSA. Said appraisal shall include the value of any improvements constructed or to be constructed by Landowner, including but not limited to the value of rough grading and stubbing for natural gas, water, storm drain, sewer, conduit for electrical and fiber, etc.). Landowner shall have ninety (90) days from the date of receipt of the PSA to either accept the offer by executing the PSA as the seller, or to make a written counteroffer to City. In the event City does not exercise its option within sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site(s), City's option to purchase the Identified Site(s) within the final small lot subdivision map shall terminate.

If Landowner's counteroffer includes a purchase price different from that included in the PSA, Landowner shall include in its counteroffer a second written appraisal substantiating Landowner's proposed purchase price. Landowner and City shall meet and confer, in good faith, to resolve any differences between City's PSA and Landowner's counteroffer. If, within fifteen (15) days after presentation of Landowner's counteroffer to City, the Parties cannot agree on a purchase price and execute a final PSA, City and Landowner shall, within an additional fifteen (15) days, agree on and retain a third appraiser who shall decide the purchase price within thirty (30) days after such appraiser is engaged, with the costs of this determination to be shared equally by the Parties. The purchase price decided by the third appraiser shall not be less than the purchase price set forth in City's proposed PSA, and shall not be more than the purchase price set forth in Landowner's counteroffer.

Any other terms and/or conditions that Landowner's counteroffer modifies or adds from those set forth in City's proposed PSA shall be resolved in good faith between the Parties, it being acknowledged that the material terms of any final PSA are included in this AHP.

Once the purchase price has been resolved in the manner described above, the Parties shall execute the final PSA within fifteen (15) days after receipt of the third appraiser's determination of purchase price. Unless otherwise specified therein, close of escrow shall occur not more than sixty (60) days after full execution of the final PSA.

Landowner shall have the right at any time to present City with a written offer to sell a Parcel to City. City shall have no obligation to accept or reject such offer, or to make a counteroffer, prior to the date which is sixty (60) days after recordation of the final small lot subdivision map which includes the Parcel, provided that City agrees that it will nevertheless consider any such offer in good faith.

4.1.3 Compensation to Landowner. Landowner shall be paid the purchase price either (a) in cash or (b) through the application of credits to any Exactions owed on remaining undeveloped units within the subdivision. In the event Landowner is compensated through credits, City and Landowner will enter into an appropriate agreement memorializing the application of the credits prior to close of escrow.

4.1.4 Obligations of Landowner with Respect to Improvements for Identified Site(s). City acknowledges and agrees that, other than the agreement as to the location of the Identified Site(s), Landowner shall not be required to reserve or dedicate any of the Identified Site(s) to City and Landowner is not required to construct Affordable Units on the

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Identified Sites. City further acknowledges and agrees that Landowner has no obligation or requirement to construct frontage improvements to the Identified Site(s), including but not limited to curb, gutter, and sidewalk. If Landowner installs improvements of any kind, the value of the improvements shall be included in the purchase price and either paid for or credited to Landowner as provided in Section 4.1.4.

4.1.5 Construction of Affordable Units on the Identified Site(s). City shall consult with Landowner on the selection of a third party who will construct Affordable Units on the identified Site(s). The design, landscaping, materials, and all other pertinent development standards contained in the Rio del Oro Specific Plan Development Standards and Design Guidelines (and any and all amendments thereto) shall apply to the construction of the Affordable Units.

4.2 Other Options for Meeting Obligations Under the AHP. The Parties acknowledge that as the Property develops and market conditions evolve, new solutions for meeting affordable housing obligations may arise and merit consideration. Pursuant to Section 5.2 below, the Parties may cooperate to amend this AHP to accommodate such additional options.

5. Term, Amendment and Termination.

5.1. Term. This term of this AHP shall extend and be equal to the term of the ARDA, but the requirements applicable to any MRU shall terminate after the payment of the Affordable Housing In Lieu Fee for that MRU, and shall terminate as to the entire Property when all Affordable Housing In Lieu Fees required by this Agreement for the Property have been paid and Landowner has fully complied with the requirements of Section 4.

5.2. Amendment by Mutual Consent. This AHP may be amended in writing from time to time by mutual consent of the City and Landowner.

5.3. Termination. This AHP may be canceled in whole or in part only by mutual consent of the City and Landowner or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

6. Breach. This AHP is implemented as a condition of approval for consistency with the City's Housing Element. Any material violation by Landowner of the requirements under this AHP shall be considered a violation of a condition of approval, and City may invoke remedies appropriate to violation of a condition of approval, including the withholding of building permits until such violation has been cured. The procedures regarding defaults and opportunity to cure set forth in the ARDA (Sections 17, and 17.1 through 17.1.4, inclusive) shall apply to any alleged violation of the terms of this AHP.

7. Severability. If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined to be invalid or unenforceable and the effect is to deprive Landowner of an essential benefit of this AHP, then Landowner will have the option to terminate this entire Agreement upon written notice to City. If City contends that it has been deprived of an essential benefit of this AHP, then City shall notify Landowner and the Parties will meet and confer to evaluate whether the remainder of the Agreement should be valid and enforceable.

EXHIBIT C

EXHIBIT 4A

8. **Applicable Law.** California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

9. **Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement.** Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein related to the performance of the Parties as set forth in this AHP, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

10. **Agreement Runs With The Land.** Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

11. **Indemnification.** Landowner agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees arising out of or related to the obligations of this AHP. Landowner has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives.

12. **Cooperation In the Event of Legal Challenge to this AHP.** In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

12.1. The City and Landowner agree to cooperate in defending against the action or proceeding.

12.2. Landowner is solely responsible for its own costs and any costs incurred by the City for such defense.

12.3. Neither Landowner nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

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

EXHIBIT C

EXHIBIT 4A

14. Notices. All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA

Community Development Director

2729 Prospect Park Drive

Rancho Cordova, CA 95670

Fax: _____

E-mail: _____

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

Landowner

Attn:

Address

City, State, Zip

Fax : _____

E-mail: _____

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

15. Assignment and Release. From and after recordation of this AHP against the Property, Landowner shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that: (1) Landowner will pay City any and all fees or amounts due to City, as set forth in Section 2 of this AHP, and (2) upon the receipt by the City Community Development Director of the express written assignment by Landowner and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Community Development Director upon the request of Landowner) and the City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

16. Form Of Agreement; Recordation; Exhibits. City will record this AHP, and any subsequent amendment to this AHP, against the Property with the County Recorder within thirty

EXHIBIT C

EXHIBIT 4A

(30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of ___ pages and ___ exhibits, which constitute the entire understanding and agreement of the Parties with respect to the AHP and obligations related thereto.

17. **Recitals.** The Recitals set forth above are an integral part of this Agreement and shall have the same contractual and legal significance as any other language in this Agreement.

EXHIBIT C

EXHIBIT 4A

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. __-2016, adopted by the Council of the City on this __ day of _____ 2016, and Landowner has caused this AHP to be executed.

“CITY”**“LANDOWNER”**

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: Cyrus Abhar
Its: City Manager

Date: _____, 2016

ATTEST:

City Clerk

AEROJET ROCKETDYNE, INC.,
an Ohio corporation

By: Easton Development Company, LLC,
a California limited liability company,
Its Manager

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____, 2016

By: _____
David C. Hatch
Vice President and
Chief Operating Officer

Date: _____, 2016

EXHIBIT C**EXHIBIT 4A****EXHIBIT LIST**

- Exhibit 1: Landowner's Property – Legal Description
- Exhibit 2: Landowner's Property – Map
- Exhibit 3: RHNA Acreage
- Exhibit 4: Identified Sites

2706607.1

EXHIBIT 4A

EXHIBIT 1

Legal Description of the Aerojet Property

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 and Parcel 23 as shown in Book 55 of Parcel Maps at Page 30 as shown in book 20080325, at Page 1226, all in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, South 89°37'40" East, a distance of 418.60 feet to the Point of Beginning;

Thence from the Point of Beginning, North 00°17'18" West, a distance of 423.57 feet;

Thence, on the arc of a curve to the right a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;

Thence, on the arc of a curve to the right a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;

Thence, North 89°31'57" East, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°04'35" East;

Thence, on the arc of said non-tangent curve to the right a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;

Thence, on the arc of a curve to the left a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;

Page 1 of 6

EXHIBIT 4A

Thence, on the arc of a curve to the right a distance of 1060.28 feet; said curve has a central angle of $108^{\circ}28'52''$ and a radius of 560.00 feet;

Thence, South $79^{\circ}02'16''$ East, a distance of 274.71 feet;

Thence, North $28^{\circ}09'08''$ West, a distance of 236.87 feet;

Thence, on the arc of a curve to the left a distance of 665.31 feet, said curve has a central angle of $19^{\circ}03'35''$ and a radius of 2000.00 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 1542.41 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 856.47 feet;

Thence, North $17^{\circ}25'57''$ East, a distance of 25.00 feet;

Thence, North $72^{\circ}34'03''$ West, a distance of 651.82 feet;

Thence, on the arc of a curve to the right a distance of 784.77 feet, said curve has a central angle of $46^{\circ}07'00''$ and a radius of 975.00 feet;

Thence, on the arc of a curve to the left a distance of 498.28 feet, said curve has a central angle of $25^{\circ}22'37''$ and a radius of 1125.00 feet;

Thence, North $51^{\circ}49'40''$ West, a distance of 453.85 feet;

Thence, South $38^{\circ}10'20''$ West, a distance of 125.00 feet;

Thence, South $27^{\circ}42'33''$ West, a distance of 850.47 feet;

Thence, North $51^{\circ}45'32''$ West, a distance of 723.29 feet to the common line between Lot A and Lot B of said Lot Line Adjustment;

Thence, North $00^{\circ}22'20''$ East, a distance of 2829.16 feet along said common line;

Thence, South $89^{\circ}29'00''$ West, a distance of 1078.83 feet along said common line;

Thence, North $04^{\circ}34'36''$ West, a distance of 192.34 feet along said common line;

Thence, North $16^{\circ}09'51''$ West, a distance of 253.09 feet along said common line;

Thence, North $11^{\circ}19'30''$ West, a distance of 479.39 feet along said common line;

Thence, North $07^{\circ}23'34''$ West, a distance of 292.93 feet along said common line;

EXHIBIT 4A

Thence, North 06°22'41" West, a distance of 169.64 feet along said common line;

Thence, North 01°23'23" West, a distance of 152.03 feet along said common line;

Thence, North 71°35'34" East, a distance of 146.02 feet along said common line;

Thence, North 74°08'41" East, a distance of 462.88 feet along said common line;

Thence, North 84°48'48" East, a distance of 66.67 feet along said common line;

Thence, North 10°56'56" East, a distance of 102.96 feet along said common line;

Thence, North 04°10'36" West, a distance of 197.73 feet along said common line;

Thence, North 01°46'57" East, a distance of 318.01 feet along said common line;

Thence, North 00°44'08" East, a distance of 496.43 feet along said common line to the north line of said Parcel 15;

Thence, North 84°12'46" East, a distance of 56.52 feet along said north line to the arc of a non-tangent curve having a radial bearing of South 05°46'55" East;

Thence, on the arc of said non-tangent curve to the right a distance of 404.13 feet along said north line, said non-tangent curve has a central angle of 04°37'52" and a radius of 5000.00 feet;

Thence, North 88°50'57" East, a distance of 2409.24 feet along said north line to the arc of a non-tangent curve having a radial bearing of North 01°08'48" West;

Thence, on the arc of said non-tangent curve to the left a distance of 62.58 feet along said north line, said non-tangent curve has a central angle of 01°11'43" and a radius of 3000.00 feet;

Thence, South 00°58'24" East, a distance of 40.54 feet along said north line;

Thence, North 86°31'01" East, a distance of 6897.56 feet to the northeast corner of said Parcel 15;

Thence, South 00°57'26" East, a distance of 1869.39 feet along said east line;

Thence, North 89°05'46" East, a distance of 466.94 feet along said east line;

Thence, South 00°56'26" East, a distance of 5357.51 feet along said east line;

Thence, South 89°02'10" West, a distance of 3214.24 feet along said east line;

Page 3 of 6

EXHIBIT 4A

Thence, South 00°58'22" East, a distance of 860.88 feet along said east line to the most northerly corner of Parcel 23 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, South 51°47'34" East, a distance of 610.84 feet along the northeast line of said Parcel 23;

Thence, South 38°12'24" West, a distance of 298.46 feet along the southeast line of said Parcel 23;

Thence, South 89°01'38" West, a distance of 284.95 feet along the south line of said Parcel 23 to the east line of said Parcel 15;

Thence, South 00°58'22" East, a distance of 1635.90 feet along said east line to the south east corner of said Parcel 15;

Thence, South 89°23'14" West, a distance of 3090.85 feet along the south line of said Parcel 15;

Thence, South 89°37'42" West, a distance of 1947.08 feet along said south line;

Thence, North 89°37'40" West, a distance of 1009.49 feet along said south line to the Point of Beginning.

Containing 2150.616 Acres, more or less.

Together with the following described Parcels of land:

Parcels 18 through 20, Area "B", Parcels 24 through 31, Parcels 35 through 37, filed in Book 55 of Parcel Maps, at Page 30 and New Parcel Eighteen filed in Book 20080221, at Page 0781, both Official Records Sacramento County

See Exhibits A-1 plats to accompany legal descriptions attached hereto and made a part hereof.

EXHIBIT 4A

Excepting therefrom the following described parcels of land:

Exception D

All that property described as "Alpha Area Tank Site No. 803" recorded in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the northwest corner of Parcel 26 as said parcel is shown in Book 55 of Parcel Maps at Page 30 of the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 31°28'35" West, a distance of 1296.42 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 11°48'07" West, a distance of 82.96 feet;

Thence, North 78°12'53" East, a distance of 69.57 feet;

Thence, South 11°46'01" East, a distance of 82.97 feet;

Thence, South 78°13'32" West, a distance of 69.52 feet to the Point of Beginning.

Containing 0.132 Acres, more or less.

Exception E

All that property described in a Grant Deed recorded in Book 801215 at Page 499 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the west end of a line described as (N. 89°36'00" E. 467.64) which is on the east line of said Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 of the Official Records of Sacramento County, thence, North 62°26'47" West a distance of 2547.29 feet;

Thence, North 89°53'58" West, a distance of 200.00 feet;

Thence, North 00°05'32" East, a distance of 200.00 feet;

Page 5 of 6

EXHIBIT 4A

Thence, South 89°54'15" East, a distance of 199.92 feet;

Thence, South 00°04'03" West, a distance of 200.02 feet to the Point of Beginning.

Containing 0.918 Acres, more or less.

See Exhibits A-1 plats to accompany legal descriptions attached hereto and made a part hereof.

End of Description

Description prepared by:
MACKAY & SOMPS CIVIL ENGINEERS, INC.
1552 Eureka Road, Suite 100, Roseville, CA 95861



David W Kopp, PLS 4533
License Expiration Date: 12-31-10

Date: 8/17/2010

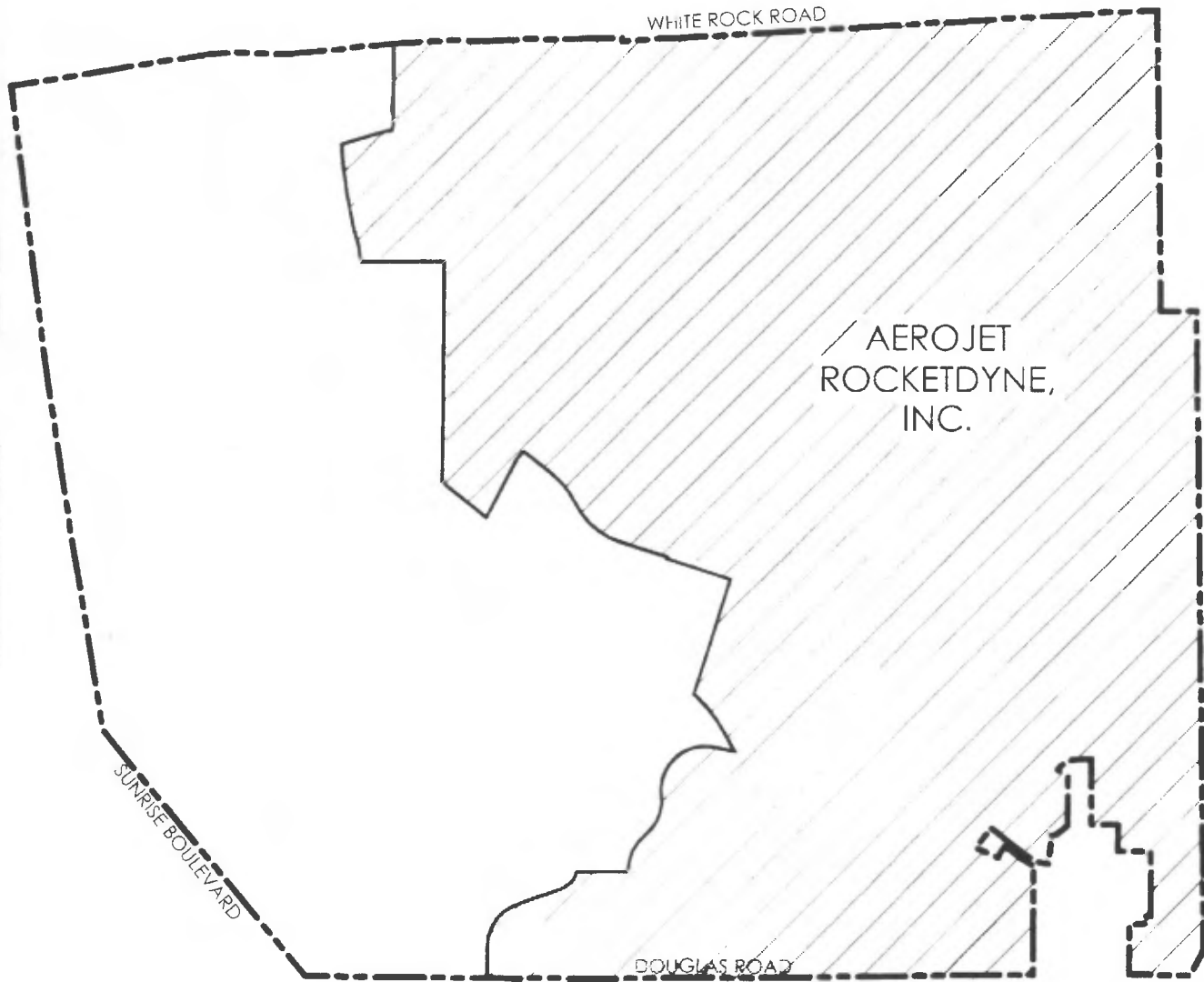


EXHIBIT 4A

EXHIBIT 2: LANDOWNER'S PROPERTY - MAP

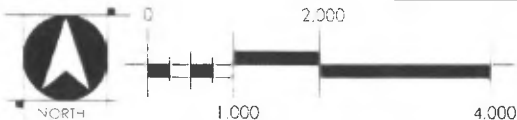
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

- RIO DEL ORO PROJECT BOUNDARY
- ▨ AEROJET ROCKETDYNE, INC. PROPERTY



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

SHEET 2 OF 2

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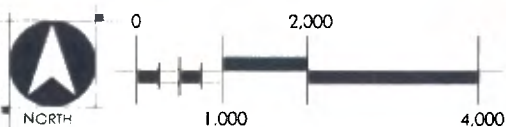
~~EXHIBIT 4A~~

EXHIBIT 3: RHNA ACREAGE
RIO DEL ORO
CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

 RIO DEL ORO PROJECT BOUNDARY
 RHNA ACREAGE



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 4A~~

EXHIBIT 4: IDENTIFIED SITES (AEROJET ROCKETDYNE, INC.)

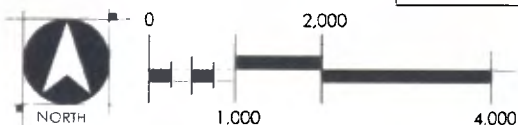
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

 RIO DEL ORO PROJECT BOUNDARY
 IDENTIFIED SITES



WOOD ROGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

SHEET 2 OF 2

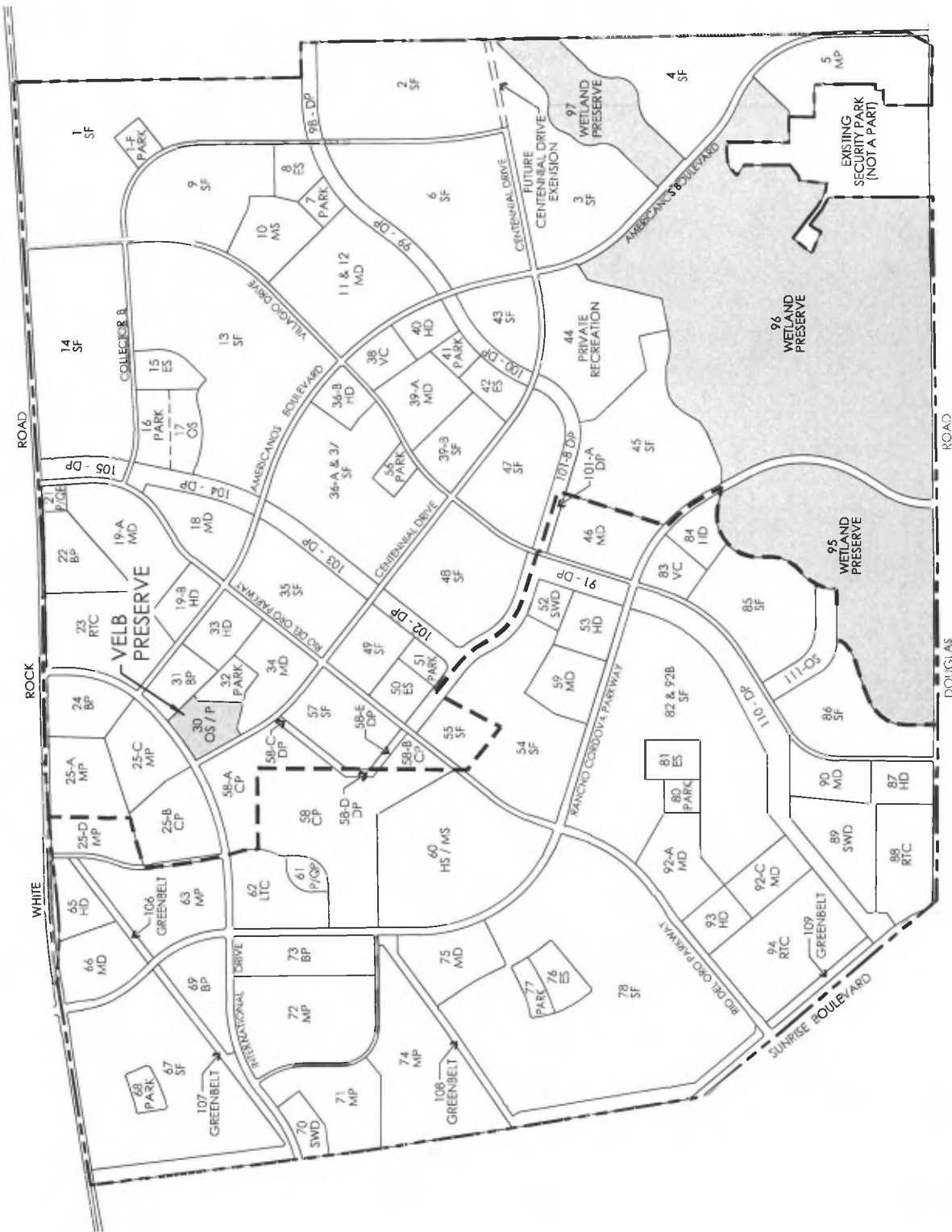
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EXHIBIT 4A



WOOD ROGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 G ST, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

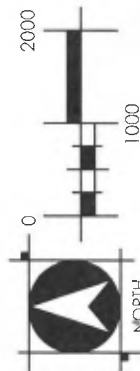
EXHIBIT D: MAP OF OPEN SPACE PRESERVE



■ = OPEN SPACE PRESERVE

NOTE

OPEN SPACE PRESERVE LANDS ARE THOSE IDENTIFIED AS WETLAND PRESERVES UNDER RIO DEL ORO'S LAND USE CATEGORIES.



**EXHIBIT E
INCENTIVE PERIOD EXACTIONS**

	Incentive Period Fee Exaction *
Community Places Fee	\$ 1,257.00
Library Fee	424.00
Park Development Fee	8,998.00
Transportation Fee	15,176.00
Park Renovation Fee	-
Affordable Housing Fee **	4,557.00
	<u>\$ 30,412.00</u>

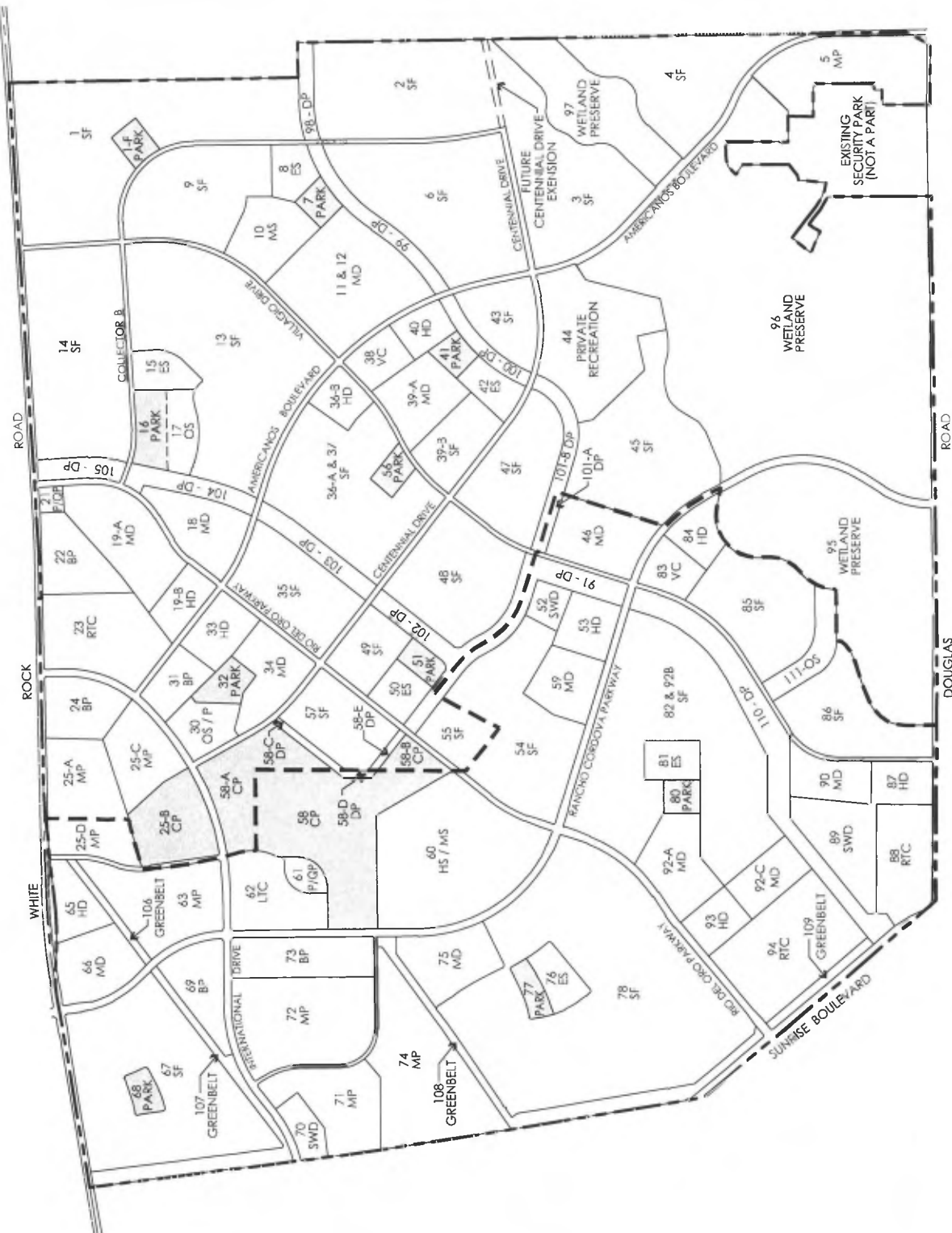
** Fees based on a Single Family and Medium Density Residential Unit*

*** Affordable Housing Fee remains fixed during Incentive Period*



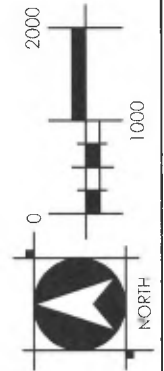
WOOD ROOFS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
3301 C St, Bldg. 100-B
Sacramento, CA 95816
Tel 916.341.7760
Fax 916.341.7767

EXHIBIT F: MAP OF DEDICATED PARKS



= DEDICATED PARKS

NOTE
DEDIC



Technical Memo

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING

Job No.: 1032.046

To: Elizabeth Sparkman, Allen Quynn (City Rancho Cordova)
cc. Price Walker, Elliott Homes, Michael LaFortune, Easton
From: Tim Crush, PE, CFM
Date: 3/24/16

☐ Meeting/Phone Summary
☐ For Your Information
☒ Other: Design Documentation

Re: Rio Del Oro-Sunrise Boulevard Existing Flooding

INTRODUCTION

Wood Rodgers (WR) has prepared this Technical Memo (TM) to document the design analysis completed to-date on the Rio Del Oro (RDO) project with regard to the existing flooding at Sunrise Boulevard. The proposed facilities that have been identified to reduce the existing flooding at Sunrise Boulevard and how the RDO project can satisfy the Conditions of Approval (COA) and Development Agreement (DA) requirements to reduce the existing flooding impacts at Sunrise Boulevard by one third (1/3).

REFERENCES

WR as the project engineer for the Rio Del Oro (RDO) project prepared several drainage studies/analysis. These include the following documents which are herein referenced:

1. Rio Del Oro Master Drainage Study, August 5, 2005 (RDODMP); the drainage study submitted for specific plan (SP).
2. Drainage Alternatives Addendum October 25, 2005 (DAA); additional drainage analysis of the three offsite drainage outfalls between RDO and the Folsom South Canal submitted in support of the SP.
3. Rio Del Oro North Offsite Channel Alternatives Analysis, April 2006 (RDONOCOA); additional drainage analysis to identify improvements that reduce existing flooding at Sunrise Boulevard in support of the SP.
4. Rio Del Oro Master Drainage Study Update, June 9, 2014 (RDOMDSU); identifies changes in drainage requirements since the 2005 and how they will be addressed in support of the current Specific Plan Amendment .

BACKGROUND

The RDODMP (reference 1) identifies that the existing outfalls downstream of the RDO project that cross the Folsom South Canal (FSC, 3 over-chutes and 1 siphon) are not large enough to handle the existing predevelopment 100-year flows. The RDO proposed drainage system will construct drainage facilities onsite that will attenuate and detain storm water flows to below predevelopment levels including miles of drainage parkways that vary in width from 65 to 375 feet, three detention basins and two drainage pump stations. The proposed drainage facilities reduce post project flows offsite below existing conditions therefore the RDO project does not adversely impact the pre-existing Sunrise Boulevard flooding.

The DAA (reference 2) analysis included a HEC-1 model of the North Channel between RDO and the FSC. Sunrise Boulevard floods at the North Channel under both existing and proposed conditions. The proposed condition post RDO developing results in a decrease in flooding at Sunrise Boulevard due to the detention provided onsite of RDO which reduces downstream flows below existing conditions.

The RDONOCOA (reference 3) provided further refinements to the modeling prepared in DAA for the North Channel at Sunrise Boulevard and analyzed proposed improvements to the North Channel that would reduce flooding at Sunrise Boulevard. The analysis showed that the maximum depth of flooding at Sunrise Boulevard under the existing condition is approximately four (4) feet and that post development of the RDO project the flow reductions due to the onsite RDO drainage facilities resulted in the reduction in the maximum depth of flooding at Sunrise Boulevard. The proposed improvements analyzed and resulting reduction in maximum flood depth at Sunrise Boulevard were identified as follows:

1. RDO Post Development Flow Reduction + Replace existing culverts at Sunrise with 2 ea. 10'x 4' box culvert-reduces flood depth approximately 2 feet.
2. RDO Post Development Flow Reduction + Culvert replacement (item 1 above) + increase storage of existing detention basin at FSC + low flow pump-reduces flood depth approximately 3 feet.

WR has recently completed preliminary modeling of the North Channel utilizing TUFLOW modeling software which incorporates updated topographic information, revised drainage shed delineation and updated on site drainage facilities. The preliminary results are favorable and indicate the post development flows from RDO may reduce the existing flooding at Sunrise Boulevard by one+ (1+) feet.

MEETING WITH CITY OF RANCHO CORDOVA & RDO PROJECT TEAM**EXHIBIT 4A**

On March 1, 2016 the City of Rancho Cordova (Elizabeth Sparkman, Allen Quynn), city consultant (Mark Kubik-West Yost) and RDO project team (Price Walker- Elliott Homes, Michael LaFortune-Easton and Tim Crush-Wood Rodgers) met to discuss the RDO COA and DA requirements regarding reducing existing flooding at Sunrise Boulevard. The COA/DA currently requires the following:

- The Project shall be required to participate in drainage improvements along Sunrise Blvd. This will be determined through continuing consultation with Department of Public Works. If the Project designs the onsite drainage system to decrease the overall peak rate of runoff from the site that drains offsite to the north outfall at Sunrise Boulevard, the drainage facilities constructed onsite, may be considered the Project's fair share to the offsite drainage solution. Decreasing the existing flood depth at the Sunrise Boulevard drainage crossing by approximately one third would satisfy this condition. The design and construction of these improvements are to be concurrent with the improvements shown in the drainage study prepared by Wood Rodger dated 2006.

RDO onsite drainage facilities that will decrease the overall peak rate of runoff from the site that drains offsite to the north drainage outfall at Sunrise Boulevard include the following:

1. Onsite runoff reduction measures consistent with hydro-modification standards of the Sacramento Region Stormwater Quality Design Manual.
2. Drainage parkways, open space, landscape corridors and park areas that promote detention, retention and runoff reduction.
3. Detention basins that promote detention, retention and runoff reduction.
4. Drainage pump stations that limit peak discharge downstream offsite.

If the RDO project does not reduce the existing flooding at Sunrise Blvd by one third (1/3), then participation in drainage improvements along Sunrise Blvd can be satisfied by a fair share financial contribution to offsite improvements to be constructed by the City of Rancho Cordova that reduce the existing flooding at Sunrise Blvd by one third (1/3). Improvements that reduce the existing flooding at Sunrise Blvd could include the following:

1. Replacing or adding additional culverts at Sunrise Blvd.
2. Increase storage at the existing detention basin at FSC.
3. Realign, widen or modify existing drainage channels or drainage facilities.
4. A drainage pump station at the existing detention basin at FSC.
5. Raise or modify Sunrise Blvd.

SUMMARY & RECOMMENDATIONS

The development of the RDO project consistent with the existing drainage study reduces offsite storm drainage flows resulting in a reduction of the existing flooding at Sunrise Boulevard. The RDO project will continue to analyze the RDO project's offsite storm drainage discharge during final design in consultation with the Department of Public Works with the goal of reducing existing flooding at Sunrise Boulevard by one third (1/3). Should the final design of the RDO project not achieve a one third (1/3) reduction of the existing flooding at Sunrise Boulevard then a fair share contribution to a City project that reduces the existing flooding at Sunrise Blvd by one third (1/3) will satisfy the COA/DA conditions.

EXHIBIT G: SUNRISE FLOODING-EXISTING CONDITIONS EXHIBIT 4A

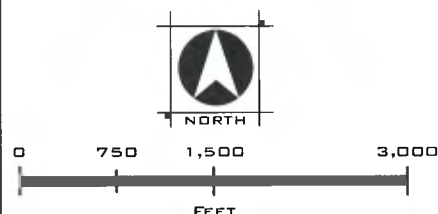
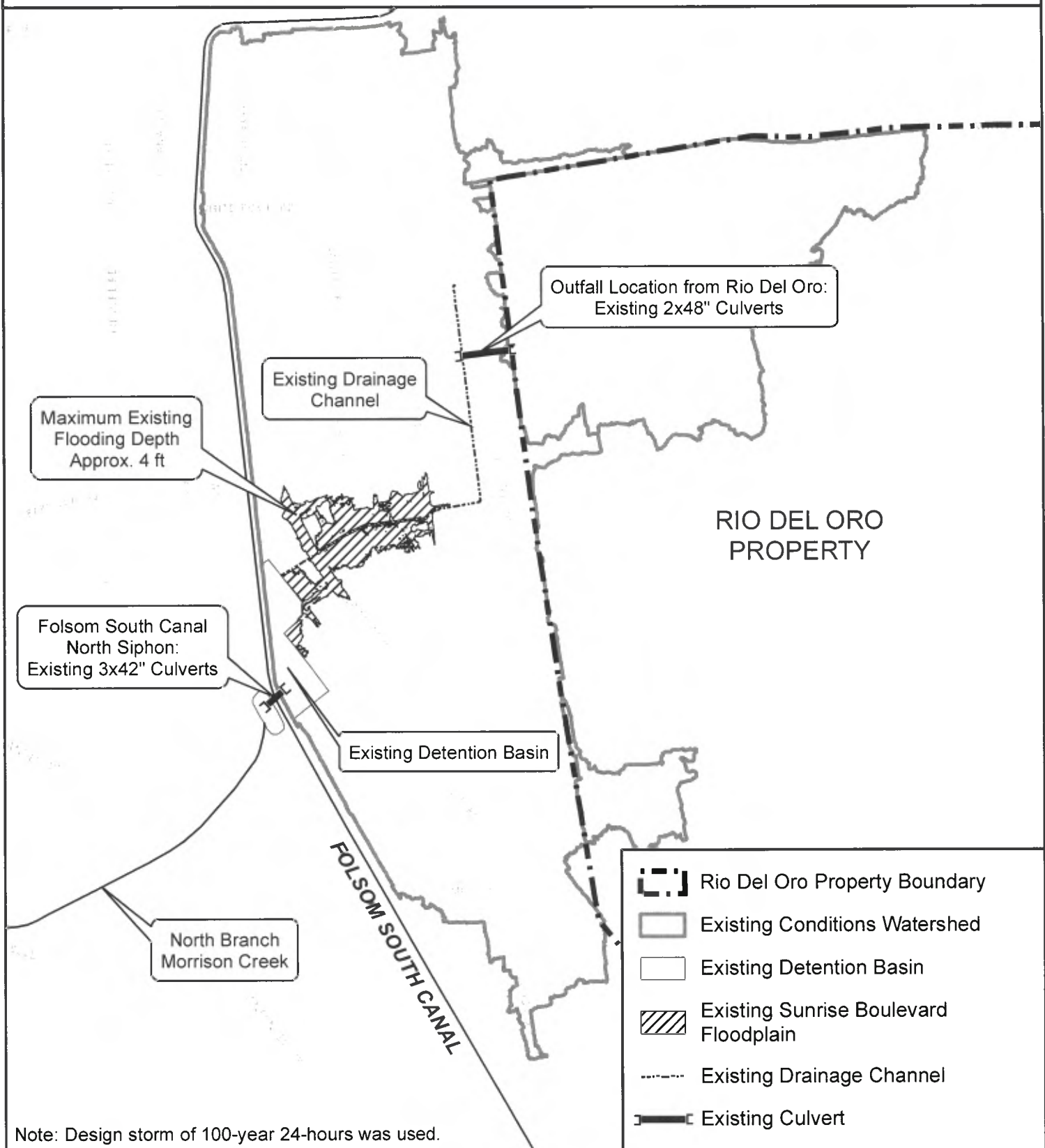
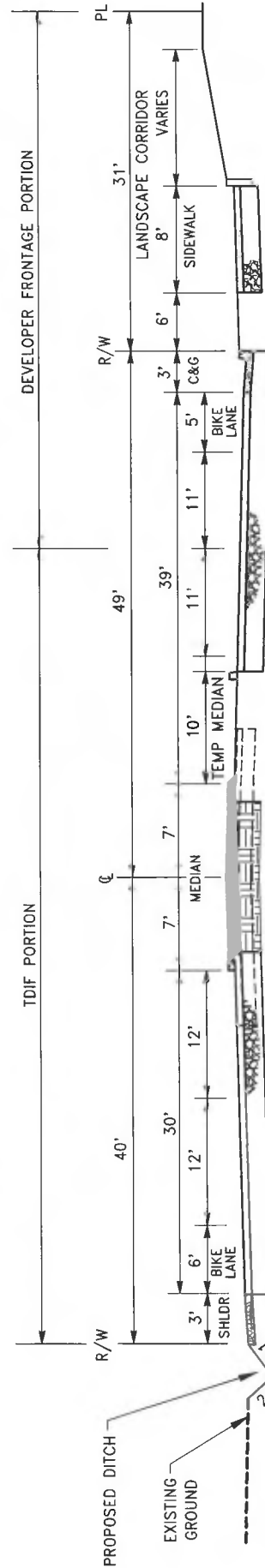
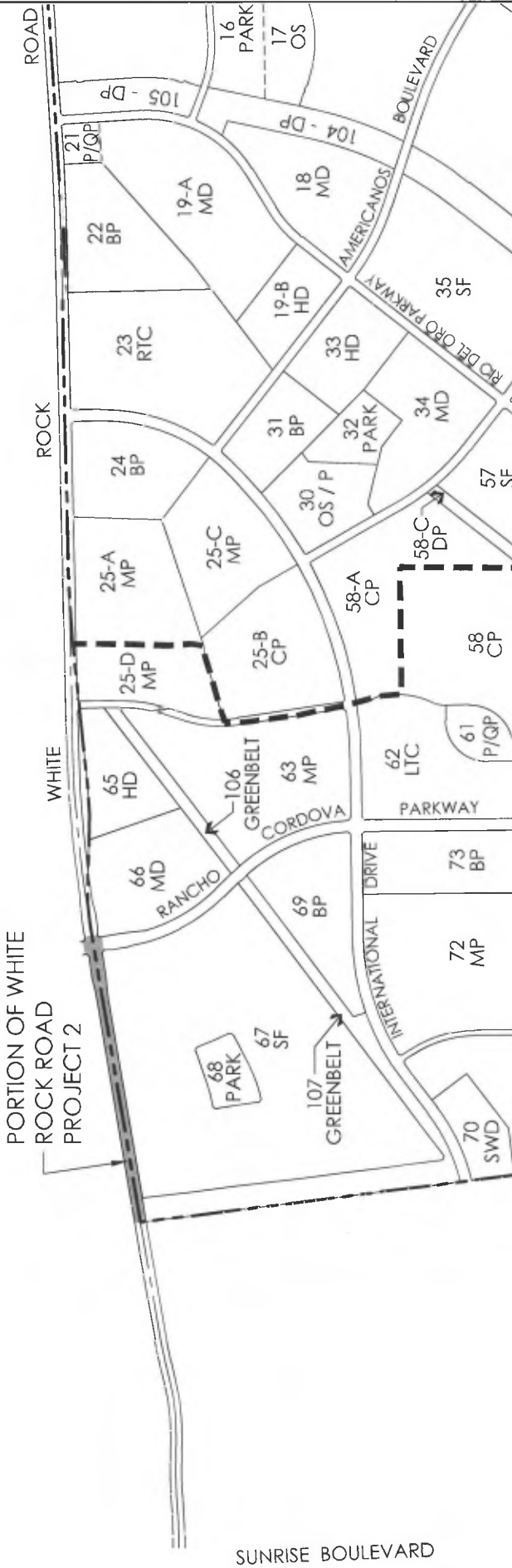


EXHIBIT H: MAP OF PORTION OF WHITE ROCK ROAD



WHITE ROCK ROAD - RIO DEL ORO BOUNDARY TO RANCHO CORDOVA PARKWAY

NOT TO SCALE

2-LANE PLUS MEDIAN



= PORTION OF WHITE ROCK ROAD PROJECT 2



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

EXHIBIT 4A

EXHIBIT I

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO _____

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____, 2010, by and between _____, a _____ (hereinafter "Aerojet"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On September 21, 2010, the City of Rancho Cordova and Aerojet entered into that certain agreement entitled "Tier 1 Development Agreement By and Between the City of Rancho Cordova and Relative to the Development Known as Rio Del Oro" (hereinafter the "Development Agreement"). On _____, 2016, the City of Rancho Cordova and Aerojet entered into that certain agreement entitled "Amended and Restated Development Agreement By and Between the City of Rancho Cordova and Aerojet Relative to the Development Known as Rio Del Oro" (hereinafter the "Amended and Restated Development Agreement"; collectively the two agreements shall be referred to as the "Development Agreements"). Pursuant to the Development Agreements, Aerojet agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain

EXHIBIT 4A

conditions and obligations as set forth in the Development Agreements. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2010, as Instrument No. 2010-_____. The Amended and Restated Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2016, as Instrument No. 2016-_____.*

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

EXHIBIT 4A

The Notice Address described in Section 27 of the Amended and Restated Development Agreement for the Assignee with respect to the Assigned Parcel shall be:

Attn: _____

[Signatures follow on next page]

EXHIBIT 4A

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.

AEROJET:

ASSIGNEE:

a

a

By:

By:

Print
Name: _____
Title: _____

Print
Name: _____
Title: _____

2692446.2

LANDOWNER OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF RANCHO CORDOVA

AND

ELLIOTT HOMES INCORPORATED

RELATIVE TO THE RIO DEL ORO PROJECT

8/22/2016

EXHIBIT 4B

**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
RELATIVE TO THE RIO DEL ORO PROJECT**

This Amended and Restated Development Agreement (“**ARDA**”) is entered into as of this ____ day of _____, 201_, by and between the CITY OF RANCHO CORDOVA, a municipal corporation (“**City**”), and Elliott Homes, Inc., an Arizona corporation (“**Landowner**”), pursuant to the authority of Government Code Section 65864 et. seq., relating to development agreements. City and Landowner are hereinafter sometimes collectively referred to as the Parties and singularly as Party.

RECITALS

A. Tier 1 Development Agreement. The City and Landowner previously entered into that certain Tier 1 Development Agreement By and Between the City and Landowner relative to the Rio Del Oro (“**RDO**”) Specific Plan (as defined herein) dated December 6, 2010 and recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 430 (the “**Agreement**”). Section 8.2 of the Agreement allows the Agreement to be amended from time to time by mutual written consent of the parties. Section 6.3 of the Agreement requires either an additional development agreement or an amended and restated development agreement be entered into between Landowner and City prior to the commencement of any development of the Property (as defined herein).

B. Purpose of Amended and Restated Agreement. The City and Landowner desire to provide greater certainty and clarity to matters that are common, necessary and essential for the development of the Property in the Specific Plan Area (as defined herein), including but not limited to dedication of open space and land for public facilities, financing and construction of required infrastructure, as well as the contribution and reimbursement of the facilities’ costs and services by and amongst Landowner and other landowners in the Specific Plan Area, and its successors-in-interest. Additionally, Landowner desires to proceed with development consistent with the Entitlements or any Subsequent Entitlements that may be included within the scope of this ARDA as those terms are defined herein. As contemplated and required by the Agreement, prior to any development being approved for or occurring within the Property (including any approval of Small Lot Tentative Subdivision Maps (as defined herein) or grading or construction of any improvements within or serving the Property), Landowner must obtain approval from the City of a Tier 2 Development Agreement (as defined in the Agreement). This ARDA is intended to replace the Agreement, implement the requirements of the Entitlements and the Specific Plan EIR/EIS (as defined herein) as applied to development of the Property, and satisfy the condition for a Tier 2 Development Agreement prior to development of the Property.

C. Effect of ARDA. The Agreement requires the agreement and approval of a Tier 2 Development Agreement in conjunction with subsequent project-specific approvals, and prior to physical development of the Property. This ARDA shall be deemed to implement and satisfy this requirement. Accordingly, upon the recordation of this ARDA in the Official Records of Sacramento County, the Agreement, as applied to the Property, shall be deemed amended and replaced in its entirety by this ARDA.

D. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Development Agreement Statute and the Development Agreement Ordinance, authorize the City and any person having a legal or equitable interest in the real property to enter into a

EXHIBIT 4B

development agreement, establishing certain development rights in the Property which is the subject of the development project application.

E. Definitions. All capitalized terms as used herein are defined in Section 3 of this ARDA.

F. Property. Landowner owns in fee title that certain 1,516-acre portion of the Specific Plan Area (as defined herein) located in the City, County of Sacramento, more particularly described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto (the “**Property**”).

G. Approval of Specific Plan Area Development Agreements. Concurrent with the approval of this ARDA, another development agreement with nearly identical terms is being processed and approved by and between the City and the other Participating Landowner (as defined herein). It is also the intent of City that, if the other Participating Landowner fails or refuses to sign its approved development agreement for its property (or withdraws from the process prior to approval by City), then when such non-participating landowner seeks zoning, tentative subdivision maps and/or any other development approvals, City will seek to negotiate with such non-participating landowner to enter into a development agreement with terms identical in all material respects to those in this ARDA, and the terms of any ARDA applicable to projects within the Specific Plan Area shall ensure to the City’s satisfaction that the provisions of the Amended Specific Plan, the Financing Plan and the Phasing Master Plan (as those terms are defined herein) are uniformly applied to the entire Specific Plan Area.

H. Joint Planning of Specific Plan. The Participating Landowners (as defined herein), City, and other public agencies have jointly planned for the development of the entire 3,828-acre Specific Plan Area depicted in Exhibit B attached hereto. The Specific Plan, the Amended Specific Plan, this ARDA, and the other Entitlements are the result of this joint effort.

I. Public Hearing and Approval of this Agreement. On August 29, 2016, the City Council (as defined herein), serving as City’s planning agency for purposes of development agreement review pursuant to the Development Agreement Statute and the Development Agreement Ordinance, held a public hearing to consider this ARDA. Following the hearing, the City Council introduced City Council Ordinance No. ____-2016 approving this ARDA. City adopted City Council Ordinance ____ - 201__ on _____, 2016.

J. Approval of Amended Specific Plan and Entitlements. On August 29, 2016, the City Council held a public hearing to consider certain amendments to the Specific Plan, the large lot tentative subdivision map including the Master Large Lot Conditions of Approval, the Affordable Housing Plan Agreement and other Entitlements (as defined herein), and by City Council Resolution No. ____, the City Council approved other Entitlements in the form attached as Exhibit [] to Resolution No. ____, and introduced City Council Ordinance No. ____-2016 adopting the Amended Rio del Oro Specific Plan; such Ordinance was adopted on _____, 2016.

K. Environmental Review. In compliance with the California Environmental Quality Act, on September 7, 2010, by Resolution No. 92-2010, City certified the Rio del Oro Specific Plan EIR/EIS, as defined herein. On August 29, 2016, City certified the Addendum to the EIR/EIS by City Council Resolution No. ____-2016 (the “**Addendum**”) which further analyzed and reviewed the environmental impacts, if any, associated with the Amended Specific Plan and this ARDA.

EXHIBIT 4B

L. Development Agreement Ordinance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Ordinance.

M. Consistency with General and Amended Specific Plan. Having duly examined and considered this ARDA and having held properly noticed public hearings hereon, in City Council Ordinance No. ____-2016, City found that this ARDA satisfies the Development Agreement Statute, and this ARDA is consistent with the requirements of the City's General Plan (as defined herein) and the Amended Specific Plan.

N. Negotiations. The Parties have, in good faith, negotiated terms set forth in this ARDA, which terms are intended to carry out the legislative purposes of the Development Agreement Statute and the Development Agreement Ordinance, and which provide for the mutually desirable development of the Property.

AGREEMENT

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

2. Relationship of City and Landowner. This ARDA is a contract that has been negotiated and voluntarily entered into by City and Landowner. Neither Party is an agent of the other Party. City and Landowner renounce the existence of any form of joint venture or partnership between them. Nothing contained in this ARDA, or in any document executed in connection with this ARDA, may be construed as making City and Landowner joint venturers or partners.

3. Definitions.

"Adopting Ordinance" means Ordinance No. _____ approving this ARDA.

"Aerojet" means Aerojet Rocketdyne, Inc., an Ohio corporation.

"Affordable Housing Plan" means the plan prepared for the Project in compliance with the City's General Plan Housing Element, and in particular with Policy H.1.5, and approved by City on _____, 201__, by Resolution No. ____-201__, and implemented pursuant to the Affordable Housing Plan Agreement between City and each of the Participating Landowners attached hereto as **Exhibit C**. The Affordable Housing Plan identifies the plans to provide adequate affordable housing.

"Agreement" means that certain Tier 1 Development Agreement By and Between the City and Elliott Homes, Inc. Relative to the Rio Del Oro Specific Plan dated December 6, 2010 and recorded on March 28, 2011, in the Official Records of the County Recorder of Sacramento County in Book 20110328, Page 430.

"Amended Specific Plan" means the amended RDO Specific Plan, including Appendix A thereto, "Rio Del Oro Development Standards and Design Guidelines and Appendix B thereto, "Phasing Master Plan" approved by the City on _____, 2016, by Resolution No. ____-

EXHIBIT 4B

2016, which incorporates original provisions of the Specific Plan and makes specified amendments thereto.

“**ARDA**” means this Amended and Restated Development Agreement entered into between City and Landowner.

“**Backbone Infrastructure**” means the infrastructure improvements generally described and listed as Backbone Infrastructure in Table 1.2 and Chapter 3 of the Financing Plan.

“**CC&R**” means the covenants, conditions and restrictions that are recorded against the single family portions of the Property to protect, preserve and maintain the appearance, condition, function and operation of such single family development.

“**CFDs**” means Mello-Roos Community Facilities Districts pursuant to and as authorized by Government Code Sections 53311 et seq., to fund necessary Backbone Infrastructure and Public Facilities for the Project.

“**City**” means the city of Rancho Cordova, a municipal corporation.

“**City Council**” means the City Council of the City.

“**City CPI Index**” means the consumer price index applied by City in documents authorizing the subject fee, assessment or tax to adjust for changes in the costs of performing and/or providing municipal services as published by the United States Department of Labor Bureau of Labor Statistics.

“**Citywide**” means the geographical boundaries of the City, including any area added to the geographical boundaries after the Effective Date.

“**Citywide Park Fees**” means a Quimby Park development fee and Community Places fee adopted by the City on a Citywide basis.

“**Community Place(s)**” means open space to supplement the park amenities provided by the Amended Specific Plan.

“**Community Place Development Agreement(s)**” means the Community Place development agreement(s) to be entered into between Landowner and City for the improvement of the Community Place(s) within each residential Small Lot Final Subdivision Map for the Property.

“**Complaining Party**” means the Party claiming the other Party is in default pursuant to Section 17 of this ARDA.

“**Core Backbone Road Infrastructure**” means that infrastructure described in Appendix I of the Financing Plan.

“**CRPD**” means the Cordova Recreation and Park District.

“**Development Agreement Ordinance**” means Rancho Cordova Municipal Code Chapter 23.158.

EXHIBIT 4B

“Development Agreement Statute” means California Government Code Section 65864, *et seq.*

“EDU” means the single-family residential equivalent dwelling unit, as applicable within the context of the applicable improvement, facility or service. All other land uses are assigned EDUs based on their relative impact compared to a single family unit with respect to the applicable improvement, facility or service.

“Effective Date” means the date defined in Section 4.1.

“EIR/EIS” means the Specific Plan Environmental Impact Report/Environmental Impact Statement certified by the City on September 7, 2010, by Resolution No. 92-2010.

“Elliott” means Elliott Homes, Inc., an Arizona corporation.

“Entitlements” means (a) the City General Plan in effect on the Effective Date of the Agreement; (b) the Specific Plan EIR/EIS, approved by the City on September 7, 2010, by Resolution No. 92-2010 (the mitigation measures in the Specific Plan EIR/EIS are incorporated into the Project and into the terms and conditions of this ARDA, unless the mitigation measures pertain solely to the _____ Property); (c) the “Rio Del Oro Amended Specific Plan”, including Appendix A thereto, “Rio Del Oro Development Standards and Design Guidelines,” and Appendix ____ thereto, “Phasing Master Plan,” approved by the City on _____, 2016, by Resolution No. _____; (d) this ARDA approved by the Adopting Ordinance; (e) the Financing Plan; (f) the Master Large Lot Map, including the Master Large Lot Conditions of Approval; and (g) the Affordable Housing Plan.

“Event of Default” or a “Default” means the material failure by either Party to perform any term or provision of this ARDA required to be performed by such Party as set forth in Section 17.

“Exactions” means all development impact fees, connection or mitigation fees, taxes, assessments and other exactions required by City to support the construction of any public facilities and improvements or the provision of public services in relation to development of the Property. Exactions does not include the SFD Program, or any fees imposed or assessments levied pursuant to the SFD Program, described in more detail in Section 7.3.1.

“Financing Plan” means the RDO Public Facilities Financing Plan, including all appendices thereto, dated _____ 201_, and approved by City on _____, 201_ as part of Resolution No. __, 2016.

“General Plan” means the City General Plan, including all appendices thereto, approved by City on June 26, 2006, City Council Resolution Nos. 116-2006 and 117-2006.

“Homeowner Association” means an association of owners within the portions of the Property zoned for single family use that is formed and operated, in part, to provide CC&R enforcement.

“Incentive Period” shall have the meaning set forth in Section 5.7.1.

“Interim Community Places Fee” means the Interim Community Places Fee totaling One Thousand Three Hundred Dollars (\$1,300) per EDU as set forth in Section 6.1.

EXHIBIT 4B

“Interim Park Development Fee” means the Interim Park Development Fee totaling Nine Thousand and Eighty-Two Dollars (\$9,082) per EDU as set forth in Section 6.1.

“Landowner” means Elliott.

“Master Large Lot Map Conditions of Approval” means the set of conditions and requirements appended to the Master Large Lot Map, and that, together with the Financing Plan, the Phasing Master Plan, and the Affordable Housing Plan will specify the needed infrastructure improvements, the timing and method for financing improvements, and other specific performance obligations that will be applicable to and cover the entire Specific Plan Area.

“Minor Revision” shall have that meaning set forth on page 8-4 of the Amended Specific Plan.

“Mortgagee” means a lender or other such entity.

“Open Space Preserve” means that certain 522-acre portion of the Specific Plan Area more particularly described in Exhibit D.

“Park(s)” means the lands identified as “Community Park” and “Neighborhood Park” in the Amended Specific Plan.

“Park Development Agreement(s)” means the Park development agreement(s) to be entered into between Landowner and the City or another appropriate agency for the improvement of the Park(s) within each residential Small Lot Final Subdivision Map for the Property.

“Participating Landowners” means Elliott and Aerojet.

“Parties” means City and Landowner.

“Party” means City or Elliott.

“Party in Default” means the Party alleged to be in default pursuant to Section 17.

“Pay-As-You-Go Levies” means CFD special tax levies in excess of the amount needed for CFD debt service and administrative expenses.

“Phasing Master Plan” means that plan, included as Appendix H to the Amended Specific Plan and titled “Rio Del Oro Finance Plan Infrastructure Phasing Master Plan,” applicable to the entire Specific Plan Area, adopted by the City Council on _____ by Resolution No. _____ which defines in detail the on-site and off-site facility requirements to develop each phase of the Specific Plan Area, including location of facilities and construction timing requirements.

“Police Services CFD” means City CFD 2013-2.

“Police Special Tax” means the police special tax levied by the Police Services CFD.

“Project” means the planned development of the _____ Property pursuant to the Entitlements.

EXHIBIT 4B

"Property" means that certain 1,516-acre portion of the Specific Plan Area located in the City, County of Sacramento, more particularly described in Exhibit A-1 and depicted in Exhibit A-2 attached hereto.

"Public Facilities" means the public facilities generally described and listed as Public Facilities in Table ____ of the Financing Plan.

"RDO" means Rio Del Oro.

"SFD Program" means the Rio Del Oro Special Financing District Program described in Chapter 8 of the Financing Plan to equalize the burden to design and construct the Backbone Infrastructure required for development of the Property not otherwise funded by an existing fee program, or anticipated to be underfunded thereby, such as where an existing fee program reimburses for less than the anticipated costs to design and construct an improvement.

"Small Lot Final Subdivision Map" means a subdivision map processed and approved pursuant to the Subdivision Map Act that has been recorded and creates either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

"Small Lot Tentative Subdivision Map" means a tentative subdivision map processed and approved pursuant to the Subdivision Map Act that, upon recordation thereof, will create either individual lots or parcels upon which permits for the construction of single-family residential units are intended and may be issued, or for the construction and sale of individual condominium units within a parcel for multifamily residential use.

"Specific Plan" means the Rio del Oro Specific Plan approved by the City Council on September 20, 2010, by Ordinance No. 14-2010.

"Specific Plan Area" means the entire 3,828-acre area which is the subject of the Amended Specific Plan.

"Subsequent Entitlements" mean those additional permits, plans and approvals that may be approved following approval of the Entitlements, and which will allow for implementation of the Entitlements by subdivision, development and construction within the Specific Plan Area. Subsequent Entitlements may include, without limitation, Small Lot Tentative Subdivision Maps, Small Lot Final Subdivision Maps, parcel maps for non-residential areas, lot line adjustments, conditional use permits, and design review permits.

"TDIF" means City's Transportation Development Impact Fee, as adopted and as revised by City from time to time.

"TDIF Set-Aside" mean an initial amount of Nine Thousand Dollars (\$9,000) of the TDIF for each single-family residential unit in the Project (and a corresponding set aside for multifamily units, based on its EDU) to be set aside to establish a dedicated revenue source to help fund certain Core Backbone Road Infrastructure as identified in Appendix I of the Financing Plan.

"Tentative Map" means a large lot or Small Lot Tentative Subdivision Map for the Property.

EXHIBIT 4B

“Tentative Map Phasing Plan” means the phasing plan identifying how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

“Total Eligible Costs” shall include the hard costs and soft costs for the construction, acquisition, and installation of any public improvements or facilities that are funded by any existing or future City fee program, as defined in such fee program.

“White Rock Road Contribution” means the Two Million Five Hundred Thousand Dollars (\$2,500,000) to be contributed by City from City’s TDIF program towards construction of White Rock Road pursuant to Section 13.1.

4. Effective Date, Term and Termination.

4.1. Effective Date. The Effective Date of this ARDA is _____, 201__ which is the effective date of City Ordinance No. _____, adopting this ARDA.

4.2. Term. The term of this ARDA commences on the Effective Date and extends for a period of twenty-five (25) years from the Effective Date, unless said term is terminated, modified or extended consistent with the terms of this ARDA. This ARDA automatically terminates upon expiration of the applicable term unless otherwise extended by the Parties, and shall then be of no further force and effect. If and when this ARDA expires, Landowner shall thereafter retain no vested rights under this ARDA for the Entitlements and City shall have the right to modify or repeal the Entitlements and apply new laws, regulations and fees to the development of such portion of the Property, except to the extent that Landowner has secured vested rights under then-existing statute(s) or common law.

4.3. Tolling and Extension During Legal Challenge or Moratoria.
Landowner may, at its discretion, extend the term of this ARDA for a maximum period of three years if:

4.3.1. A third-party lawsuit is filed challenging any of the Entitlements; or

4.3.2. The City will make the determination of the appropriate agency to own, build, and/or operate and maintain Parks at or before the time the City approves each Small Lot Tentative Subdivision Map as required by Section 5.10 below. If the City fails to make said determination before the time the City approves a Small Lot Tentative Subdivision Map, the term of this ARDA shall be extended for the length of time it takes the City to make that determination following the approval of the Small Lot Subdivision Map, and the extension period under this Section 4.3.2 is in such case not limited to three years; or

4.3.3. Landowner is unable to proceed, or elects not to proceed, with the Project because of actions described in either Section 4.3.1 or 4.3.2 above; and

4.3.4. The Landowner submits to City written notice that this ARDA is tolled;

4.3.5. During any such period that the ARDA and development of the Project are being tolled by Landowner, Landowner may, at its sole expense and risk, submit

EXHIBIT 4B

applications to process Subsequent Entitlements, including Small Lot Tentative Subdivision Maps and improvement plans for the Property, provided City shall not be obligated to approve and may defer approval of any final subdivision maps, improvement plans or building permits for the Property during any such tolling period.

4.4. Length of Extension. The tolling period will begin when City receives written notice from the Landowner. The tolling period may only extend the term of this ARDA until a final order of judgment is issued upholding the challenged Entitlements, as applicable, the case is dismissed, or the three-year maximum tolling period in Section 4.3 is reached, except as provided in Section 4.3.2, whichever is shorter. The Landowner may also elect to end the tolling period at any time and proceed with the Project, effective upon delivery of written notice to City.

5. Vested Rights. Subject to the exceptions and exclusions in Section 5 through 5.10 inclusive of this ARDA, Landowner shall have the vested right to proceed with development of the Property in accordance with the Entitlements, and to have Subsequent Entitlements considered for approval or denial, based upon the terms, standards and requirements set forth in the Entitlements, including without limitation the Amended Specific Plan. This ARDA does not vest Landowner's rights to pay development impact fees, Exactions, processing fees, inspection fees, plan check fees, or other permit processing fees or charges except as provided below and subject to the conditions stated therein.

5.1. Permitted Uses, Density and Intensity, Maximum Height and Size of Buildings, and Reservation or Dedication of Land Vested. The permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation or dedication of land or payment of fees in lieu of dedication for public purposes, the location and maintenance of on-site and off-site improvements, the location of public utilities, and other terms and conditions of development shall be those set forth in the Entitlements. The Amended Specific Plan includes the land uses and approximate acreages for the Project as shown and described on page 3-6 of the Amended Specific Plan.

5.2. Vested Against Moratorium, Quotas, Restrictions or Other Growth Limitations. Subject to applicable law relating to the vesting provisions of development agreements, City agrees that, except as otherwise provided in or limited by the provisions of this ARDA, this ARDA vests the Entitlements against subsequent City ordinances, resolutions, rules, regulations, initiatives, and official policies that directly or indirectly limit the rate, timing, or sequencing of development, or prevent or conflict with the permitted uses, or the density or intensity of uses, or the terms, provisions, standards or requirements for development, as set forth in the Entitlements. To the extent allowed by the laws pertaining to development agreements, however, Landowner will be subject to any growth limitation ordinance, resolution, rule, regulation, or policy which is adopted on a uniformly applied Citywide basis or which applies to all properties that are zoned with density and uses similar to those of the subject properties in the Entitlements within the portion of the City located south of Highway 50 and east of Sunrise Boulevard, and directly concerns an imminent public health or safety issue, in which case, the City shall treat in a uniform, equitable and proportionate manner all properties, public and private, which are impacted by that public health or safety issue.

5.3. Vested Rights Exclude Design and Construction Standards Not Addressed in Entitlements. All ordinances, resolutions, rules, regulations, initiatives, and official policies governing design, improvement and construction standards and specifications

EXHIBIT 4B

applicable to the Project, and to public improvements to be constructed by the Landowner shall be those in force and effect at the time the applicable permit approval is granted, unless such ordinances, resolutions, rules, regulations, initiatives or official policies are inconsistent with the Entitlements or the specific terms of this ARDA, in which case the Entitlements and the terms of this ARDA shall prevail.

5.4. Vested Rights Exclude Changes in State or Federal Law.

Modification Because of Conflict with State or Federal Laws. This ARDA shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in State or federal law or regulation. In the event that State or federal laws or regulations enacted after the Effective Date of this ARDA prevent or preclude compliance with one or more provisions of this ARDA or any Entitlements, the Parties shall, within sixty (60) days of written or actual notification to both Parties of such enactment, meet and confer in good faith in a reasonable attempt to modify this ARDA and such Entitlements to comply with such Federal or state law or regulation. Any such amendment or suspension of this ARDA or Entitlements shall be approved by the City Council in accordance with the Municipal Code and this ARDA.

5.5. Vested Rights Exclude Building and Fire Codes.

The Project shall be constructed in accordance with the provisions of the City's standard construction specifications and Title 24 of the California Code of Regulations related to building standards in effect at the time the applicable building, grading, encroachment or other construction permit is granted for the Project. If no permits are required for infrastructure improvements, such improvements will be constructed in accordance with the provisions of the City's standard construction specifications and Title 24 of the California Code of Regulations related to building standards in effect at the time of approval by City of the improvement plans for such infrastructure. If a permit that has been granted expires, the Project shall be required to be constructed in accordance with the provisions of the City's standard construction specifications and Title 24 of the California Code of Regulations related to building standards in effect at the time the applicable replacement permit to the expired building, grading, encroachment or other construction permit is granted for the Project.

5.6. Vested Rights Exclude Processing Fees and Charges.

Landowner shall pay those processing, inspection, and plan check fees and charges required by City under ordinances, resolutions, rules, regulations, initiatives, and official policies which are in effect when such fees or charges are due under then-existing code or policy.

5.7. Vested Rights Limited for Exactions.

Except as set forth in this Section 5.7 and Section 5.7.1, Landowner shall pay all Exactions authorized by City after the Effective Date, as long as said Exactions otherwise comply with applicable law, and are either (i) required on a Citywide basis, (ii) apply uniformly to all properties within City that are zoned with density and uses similar to those of the subject properties in the Entitlements, or (iii) apply on a fair share basis to all properties that are zoned with density and uses similar to those of the subject properties in the Entitlements within the portion of the City located south of Highway 50 and east of Sunrise Boulevard. The Exactions identified in Sections 6.1, 7.2.1, 7.2.2, 7.2.3, 7.2.4, 7.2.5, 7.2.6, and 13.4 are expressly excluded from any limitation on inflation adjustments. In consideration of Landowner's obligations under Section 9 hereof to comply with the Affordable Housing Plan applicable to the Property, development of the Property shall not be subject to any other Exaction related to the provision of affordable housing or inclusionary housing, or other Exaction related to the provision of affordable housing or inclusionary housing that may be

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subsequently adopted by City, regardless of the application of such an Exaction to other properties within the City.

5.7.1. Incentive Period. Notwithstanding anything to the contrary in Section 5, in order to incentivize development of the Specific Plan Area earlier than would otherwise occur under current market conditions, the City hereby agrees that Landowner shall pay only those Exactions listed in **Exhibit E** in the amounts specified in **Exhibit E** for the first seven (7) years after the Effective Date or the issuance of One Thousand Two Hundred (1,200) residential building permits by the City within the Specific Plan Area, whichever comes first ("**Incentive Period**"). Except as set forth in **Exhibit E**, City agrees that no increase in any of said Exactions or inflation adjustments shall apply to the Exactions during the Incentive Period.

5.8. Subsequent Entitlements. Subject to Section 17.1.1 hereof, City shall accept for processing, review and action any and all applications submitted by Landowner for Subsequent Entitlements necessary or convenient for the exercise of Landowner's rights under the Entitlements for the use and development of the Property.

5.9. Tentative Maps. Consistent with the authority provided in Government Code Section 66452.6(a)(1), the term of any Tentative Map approved for all or any portion of the Property shall be the later of the date this ARDA expires or the date the Tentative Map expires pursuant to City approval of the Tentative Map pursuant to the City's Municipal Code, including without limitation Section 22.20.060, as it may be modified from time to time by state law. Tentative Maps approved for all or any portion of the Property shall comply with the provisions of Government Code Section 66473.7, as applicable.

5.10. Vested Rights Exclude Role of CRPD. The vested rights that are created by this ARDA do not preclude the City from amending any City document or policy, including any of the Entitlements, to replace "CRPD" or "Cordova Recreation and Park District" with the "City of Rancho Cordova" or any other public agency (including making grammatical and non-substantive changes immediately necessary thereto), and to apply such amendments to the development of the Property; the City retains its legal authority to make such amendments and to apply them to the development of the Property.

6. Park Development and Community Places.

6.1. Park Development and Community Places Dedication and Fee Obligations. Landowner's obligation to dedicate land for Parks and Community Places shall be satisfied by Landowner's dedication of the lands identified in Exhibit 7-1 of the Amended Specific Plan. City agrees and acknowledges that Landowner's dedication of the lands identified in Exhibit 7-1 of the Amended Specific Plan will satisfy the Landowner's dedication requirements pursuant to Resolution No. _____. The City, acting as the land use authority, and in consultation with other appropriate agencies identified by City, will use good faith efforts to adopt Citywide Park Fees. If City adopts Citywide Park Fees, Landowner shall only be obligated to pay any such Citywide Park Fees after the expiration of the Incentive Period and will, after expiration of the Incentive Period, pay the Citywide Park Fees when each building permit for residential development is issued within the Project. In the event that City does not adopt Citywide Park Fees, then after expiration of the Incentive Period, Landowner will pay the Interim Park Development Fee and the Interim Community Places Fee when each building permit for residential development is issued within the Project. Upon City's adoption of the Citywide Park Fees and after expiration of the Incentive

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Period, as applicable, the Landowner shall pay the Citywide Park Fees for all remaining residential building permits within the Project, regardless of whether such fees are higher or lower than the Interim Park Development Fee or Interim Community Places Fee.

Pending and until adoption of the Citywide Park Fee and the Community Places Fee, the Interim Park Development Fee and the Interim Community Places Fee will be adjusted on January 1, 2017 and annually thereafter no later than January 15 as follows:

- (a) A “mean” index will be computed by averaging the index for 20 U.S. cities with the index for San Francisco by resort to the October issue of the Engineering News Record magazine Construction Cost Index.
- (b) An adjustment factor shall be computed by dividing the “mean” index as calculated in subsection (a) of this section by the “mean” index for the previous October.
- (c) The adjusted Interim Park Development Fee and the adjusted Interim Community Places Fee shall be calculated by multiplying the adjustment factor, as calculated in subsection (b) of this Section 6.1, by the Interim Park Development Fee and the Interim Community Places Fee, as applicable, in place prior to the annual adjustment. For example, the January 2017 Interim Community Places Fee shall be calculated by taking the January 2017 “mean” index and dividing by the January 2016 “mean” index and multiplying that result by \$1,300 (the 2016 Interim Community Places Fee).

6.2. Limitation on Cost Increases for Parks and Park Facilities. City shall not increase the costs of Parks or Park facilities to exceed the estimated costs set forth in the Financing Plan.

6.3. Timing of Dedications of Parks. Prior to the recordation of any residential Small Lot Final Subdivision Map within the Property which contains a Park, but not prior to construction of model homes, Landowner shall, to the extent permitted by law: (i) irrevocably offer for dedication to City, CRPD, or another appropriate agency identified by City any land identified as a Park on **Exhibit F** that is encompassed within such residential Small Lot Final Subdivision Map; and (ii) enter into a Park Development Agreement(s) with City, CRPD, or another appropriate agency identified by City for the improvement of the Park(s) within such residential Small Lot Final Subdivision Map. If and to the extent a Park Development Agreement provides for the design and construction of any improvements included within the Citywide Park Fees program (or the Interim Park Development Fee), then the Park Development Agreement shall include provisions for fee credits and/or reimbursements from the applicable fee. The amount of any such fee credits and reimbursements shall be based on the amount budgeted by the applicable fee program, as adjusted by the increase or decrease, if any, as calculated pursuant to Section 6.1 above, and shall not be subject to adjustment based on the actual costs incurred by Landowner to design and construct such creditable Park improvements, provided, that Landowner shall not be required to expend more than the amount budgeted by the applicable fee program for construction of such creditable improvements.

6.4. Timing of Dedications of Community Places. Prior to the recordation of any residential Small Lot Final Subdivision Map within the Property which contains a Community Place, but not prior to construction of model homes, Landowner shall, at the sole discretion of

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City, to the extent permitted by law: (i) irrevocably offer for dedication to City any Community Place encompassed within such residential Small Lot Final Subdivision Map; and (ii) enter into a Community Place Development Agreement(s) with City for the improvement of the Community Place(s) within such residential Small Lot Final Subdivision Map. If and to the extent a Community Place Development Agreement provides for the design and construction of any improvements included within the Citywide Park Fees program (or the Interim Community Places Fee), then the Community Place Development Agreement shall include provisions for fee credits and/or reimbursements from the applicable fee. The amount of any such fee credits and reimbursements shall be based on the amount budgeted by the applicable fee program, as adjusted by the increase or decrease, if any, in the City CPI Index, for the cost of the creditable improvements, including soft costs and contingencies related thereto, and shall not be subject to adjustment based on the actual costs incurred by Landowner to design and construct such creditable Community Place improvements, provided, that Landowner shall not be required to expend more than the amount budgeted by the applicable fee program for construction of such creditable improvements.

6.5. Joint Powers Authority. In the event City desires to create a Joint Powers Authority ("JPA") with another appropriate agency or entity identified by City pursuant to and as authorized by Government Code Sections 6500 et seq., for the purposes of designing, constructing, programming, operating, and maintaining the Community Park site designated in the Amended Specific Plan, Landowner agrees to consider, in good faith, any request by City for Landowner to serve on any commissions and/or boards constituted pursuant to the JPA agreement. City hereby agrees that Landowner shall not be responsible for costs associated with the creation, formation, or operation of the JPA, and that Landowner's participation on any commissions and/or boards shall be in Landowner's sole and absolute discretion.

7. Infrastructure and Maintenance Finance.

7.1. Infrastructure Finance. As further set forth in the Master Large Lot Conditions of Approval and Financing Plan, prior to approval of a Small Lot Final Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, upon request by Landowner, City and Landowner will cooperate to establish one or more CFDs to fund necessary Backbone Infrastructure and Public Facilities. To the extent the costs of the infrastructure improvements and facilities required for development of the Property exceed the proceeds from CFDs or other financing mechanism of the Landowner, Landowner shall be solely responsible for such shortfall.

7.1.1. Infrastructure CFDs. Except as may otherwise be agreed to by Landowner and the City during the formation of a CFD for the Property, the following specific provisions shall be included within the applicable terms and conditions of any CFD related to the Property. The CFD shall be consistent with any City adopted finance policies relating to such financing. The term of the special tax to be levied by any CFD against the Property shall be sufficient to support multiple bond sales not to exceed an authorized amount appropriate for the proposed development, as determined by City and Landowner. Available CFD bond proceeds and/or special tax proceeds may be used to fund, in addition to acquisition and/or construction of eligible facilities, reimbursements and/or payment of development impact fees. When the CFDs are created, the City will include provisions that permit the acquisition or construction cost of eligible facilities to be paid from Pay-As-You-Go Levies in amounts and for time periods to be agreed to in an acquisition agreement entered into in connection with the issuance of bonds. Nothing in this Section shall be construed to limit or change Landowner's ability to receive fee

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credits for infrastructure improvements in accordance with City policies in effect as of the Effective Date, including but not limited to improvements financed by a CFD.

7.1.2. Alternative Financing Mechanisms. Nothing herein shall be construed to limit Landowner's option to install any improvements through the use of traditional assessment districts or private financing or other financing mechanisms as permitted by law and authorized by the City.

7.2. Maintenance Finance. As further set forth in the Financing Plan, prior to approval of a Small Lot Final Subdivision Map, or for residential properties that do not require subdivision, prior to issuance of building permits, City and Landowner will complete all actions needed to form, annex into, and/or implement the funding mechanism(s), including financing districts and special taxes, to pay to maintain existing and new public improvements and facilities associated with or needed to serve the Property as identified in the Financing Plan. Landowner shall participate in, support, and pay all reasonable costs incurred by City associated with such actions consistent with this ARDA and the Financing Plan. The amount of special taxes or assessments to be included in each new maintenance or services district referred to herein and identified for formation by the Financing Plan shall not exceed the amounts reasonably determined by City and Landowner during the formation of such finance district to fund the operations, maintenance and/or services to be financed thereby. As more particularly described in the Financing Plan, the funding mechanisms may include the following:

7.2.1. Annexation into Street, Lighting and Landscape Maintenance CFD No. 2014-2. The Property will be annexed into CFD No. 2014-2 to fund (i) maintenance of streets, bridges, culverts, traffic signals, traffic signs, striping and legends, and ITS operations, and (ii) street lights, and landscape maintenance for frontage and medians. The special tax to be levied thereby will be adjusted on July 1, 2017 and annually thereafter no later than July 15, in accordance with the City CPI Index.

7.2.2. Support for a Special Tax for Transit-Related Services. The Property will be subject to a special tax on the Property to pay for transit related-services for the Project. The base year FY 2016/2017 Transit Related Services Tax shall be \$103.47 per low density residential unit, \$82.78 per medium density residential unit, \$62.08 per high density residential unit, \$2,653.05 per acre for retail and service commercial, and \$2,280.54 per acre for commercial mixed use. This special tax will be adjusted on July 1, 2017 and annually thereafter no later than July 15, in accordance with the City CPI Index.

Landowner agrees that it will not vote to repeal or amend the Transit Related Services Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this ARDA. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to annually pay under this ARDA the difference between the amount of the Transit Related Services Tax after the Landowner's vote to repeal or amend the tax, and the amount of the proposed Transit Related Tax set forth above. This obligation does not survive the termination of this ARDA pursuant to Section 14.3. The assignment of this obligation follows with the assignment of the ARDA pursuant to Section 28, and the release provisions of Section 28 shall apply upon acceptance of the assignment by the City.

7.2.3. Annexation into City Stormwater Utility Fee. The Property will be annexed into either City Stormwater Utility Fee for maintenance services or an equivalent

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funding mechanism to fund the operation and maintenance of the storm water and flood protection system. The annual tax or fee will be adjusted on July 1, 2017 and annually thereafter no later than July 15, in accordance with the City CPI Index.

7.2.4. Annexation into CFD No. 2013-2 (Police Services). Prior to recordation of the first Small Lot Final Subdivision Map or for residential properties that do not require subdivision, prior to issuance of building permits, the Landowner shall support the annexation of the Project into the Police Services CFD and cover Landowner's fair-share costs of the CFD annexation, not to exceed \$7,000 for the Property. City agrees that the CFD will provide that on lands designated for all residential land use categories, the base year Police Special Tax shall be \$508.51 annually per residential dwelling unit, including multi-family units. The special tax imposed by the CFD will be payable on a parcel within the Property only after a building permit has been issued by City for the construction of a building on that particular parcel, and there will be no undeveloped land tax imposed by the CFD. The CFD shall further provide that on each July 1 commencing July 1, 2017, the Police Special Tax shall be escalated by the increase, if any, in the City CPI Index. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. The CFD shall specify that the Police Special Tax shall commence being payable annually following the issuance of a building permit for each parcel subject to the Police Special Tax.

The Landowner acknowledges that no Small Lot Final Subdivision Maps, or for residential properties that do not require subdivision, no building permit applications, shall be submitted to City for approval prior to annexation of the Property to the Police Services CFD; provided Landowner may, at its own risk, process and obtain approvals of any tentative maps for the Property and submit applications for and process, but not obtain final approval of, any final subdivision maps and improvement plans related thereto.

Landowner agrees that it will not vote to repeal or amend the Police Special Tax being imposed in the amounts set forth above, and that any such vote by Landowner would constitute an event of default under this ARDA. In the event of such a default by Landowner, then in addition to all other remedies available to City, Landowner shall be obligated to annually pay under this ARDA the difference between the amount of the Police Special Tax after the Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above. This obligation does not survive the termination of this ARDA pursuant to Section 14.3. The assignment of this obligation follows with the assignment of the ARDA pursuant to Section 28, and the release provisions of Section 28 shall apply upon acceptance of the assignment by the City.

7.2.5. Additional Mello-Roos Maintenance CFDs. Unless deferred or waived by City, in addition to the above maintenance and services districts, as more specifically described in the Financing Plan, the following additional maintenance and services CFDs or similar financing mechanisms may be formed prior to the recordation of the first Small Lot Final Subdivision Map or issuance of any building permit to fund the operations and maintenance of the Public Facilities:

- (a) Park maintenance CFD.
- (b) CFD for maintenance of Community Places, park corridors, green belts, regional trails, open space preserves, and wetland buffers/preserves not otherwise maintained by another entity or agency.
- (c) Open Space Preserve operations and maintenance CFD.

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7.2.6. Amounts and Effect of Alternative HOA Maintenance. As provided above pursuant to Sections 7.2.1, 7.2.3, and 7.2.5, the fees, special taxes or assessments to be finally established for these additional financing districts shall not exceed the amounts reasonably determined by City and Landowner to fund the operations, maintenance and/or services to be financed thereby, subject to annual adjustments thereto based on the City CPI Index. The final amounts of the fees, special taxes or assessments for these additional districts shall be established during the formation of such finance districts as part of the implementation of the Financing Plan. If and to the extent the Homeowner Association that includes the Property elects to perform any of the maintenance obligations that would otherwise be performed by the districts described in Sections 7.2.1, 7.2.3 or 7.2.5 above, subject to City's satisfaction, to be exercised in its reasonable discretion, with the adequacy of the performance thereof secured by the Homeowner Association, the applicable maintenance financing districts shall include a mechanism whereby the amount of the special taxes or assessments to be levied thereby shall be reduced by the annual savings to be realized by the districts from the performance of such maintenance obligations by the Homeowner Association and the relieving of the districts from having to perform such maintenance obligations.

7.3. Specific Plan Fees, Credits and Reimbursements.

7.3.1. Specific Plan Special Financing District Program (Cost Sharing for Common Infrastructure Not Otherwise Financed by Existing Fees). As more particularly described in the Financing Plan, upon request by Landowner, City will use good faith, diligent efforts to adopt and implement the SFD Program to finance the costs of excluded or underfunded improvements and facilities and fairly spread the costs thereof to all developing parcels within the Property. Landowner agrees to support the adoption and implementation of the SFD as described in the Financing Plan. The Parties acknowledge that the SFD could comprise, but is not limited to, one or more of the following mechanisms: CFD; plan area fee program; assessment district; or private cost sharing agreement.

7.3.2. Credits and Reimbursement.

(i) Road Frontage Reimbursements. Landowner shall be responsible for all roadway frontage improvements located on the Property, including the obligation to reimburse any other Participating Landowner who installs frontage improvements located on the Property prior to Landowner's development of the Property, in accordance with the provisions of the Financing Plan. The required roadway frontage improvements to be installed by Landowner shall be identified by Landowner and approved by City in connection with City's approval of the Landowner's Tentative Map and Tentative Map Phasing Plan for the Property. In connection with the subdivision of the Property or each phase thereof, Landowner shall enter into a subdivision improvement agreement that includes, but is not limited to, identification of all roadway frontage improvements that Landowner will construct, identification of all roadway frontage improvements for which Landowner shall have an obligation to reimburse a Participating Landowner for previously constructing, and or as may be otherwise assigned and required by the Tentative Map Phasing Plan related thereto. For any and all off-site roadway frontage improvements within the Specific Plan Area required to be installed by Landowner, City will enter into a reimbursement agreement with Landowner to provide for reimbursement from the other benefitting landowner(s). City hereby agrees to condition any benefitting landowner(s) to require reimbursement of Landowner consistent with this Section 7.3.2.

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(ii) Credits and Reimbursements from Existing and Future Fee Programs. Landowner shall be entitled to fee credits and/or fee reimbursements for the Total Eligible Costs incurred to design and/or construct any public improvements or facilities that are funded by existing or future fee programs in accordance with the terms of such fee programs. The amount of such fee credits and/or fee reimbursements shall increase every year consistent with City's fee programs to the extent that said fee programs are increased pursuant to an index or other cost of construction adjustment. Any such fee credits and/or fee reimbursements shall be personal to Landowner and shall not run with the land. Prior to Landowner commencing construction of any public improvements or facilities that are funded by fee programs, City shall enter into a credit and reimbursement agreement with Landowner to provide for credit and/or reimbursement consistent with Section 7.3.2(vi).

(iii) Credits and Reimbursements from SFD Program. Landowner shall be entitled to fee credits against and/or fee reimbursements from the SFD Program for the Total Eligible Costs to design and/or construct any public improvements or facilities that are funded by the SFD Program (and may also be liable for refunding any such credits or losing its reimbursement priority upon any failure to timely complete such design and construction), all in accordance with and as more particularly provided by the terms of the SFD Program to be adopted by City consistent with the Financing Plan if requested by Landowner.

(iv) Election between Credit and Reimbursement. With respect to Sections 7.3.2(ii) and (iii) above, Landowner shall be entitled to elect between credits or reimbursements in the amount of the Total Eligible Costs, or direct an apportionment between the two, but shall only be entitled to reimbursements when funds are available for reimbursement through any eligible funding source, as identified within the then existing fee program.

(v) No Limitations. Nothing in this Section 7.3.2 is intended to or shall be construed to limit Landowner from receiving any other credits, reimbursements, or contributions of any kind or nature whatsoever that may arise after the Effective Date that City may approve or adopt, or that any other jurisdiction or local agency may approve or adopt, and be available to pay for all or a portion of the Total Eligible Costs of public improvements or facilities to the extent that the combined total value of the credit, reimbursement, and/or contribution does not exceed the Total Eligible Costs.

7.3.3. Phasing Obligations. As more particularly provided in the Financing Plan, to establish and monitor, among other things, the Property's obligations to participate in the financing and fee programs described in the Financing Plan, Landowner shall, when submitting an application for a Tentative Map, include the entire Property in the Tentative Map and include a Tentative Map Phasing Plan to identify how development of the Tentative Map will be phased and required infrastructure will be provided through the processing and approval of final subdivision maps consistent therewith.

7.4. Transportation Set-Aside Fee. As more particularly described in the Financing Plan, City and Landowner agree that a TDIF Set-Aside will be used to establish a dedicated revenue source to help fund certain Core Backbone Road Infrastructure as identified in Appendix I of the Financing Plan. As provided in the Financing Plan, the TDIF Set-Aside shall not apply to non-residential uses. The Financing Plan details the requirements and administration of the TDIF Set-Aside. Landowner and City acknowledge and agree that the availability of credits or reimbursements for roadway improvements constructed by Landowner

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within or off-site of the Specific Plan Area shall be subject to and administered in accordance with the TDIF Set-Aside provisions of the Financing Plan. City further acknowledges that the administration and maintenance of the TDIF Set-Aside will automatically sunset and terminate when City has secured full funding for the Rancho Cordova Parkway/Highway 50 Interchange, or alternative funding approved by City therefor has been secured.

8. Homeowner Association. Landowner hereby agrees to form a Homeowner Association to manage the residential portions of the Property as a common interest development under the Davis-Stirling Common Interest Development Act. The purpose of the Homeowner Association will be to enforce the rules and regulations adopted from time to time by its board of directors, enhance and protect the value, desirability, and attractiveness of the community, and discharge such other lawful duties and responsibilities as may be required pursuant to its bylaws and the declaration of CC&Rs to be recorded in the Office of the Recorder of Sacramento County, State of California, with respect to the residential planned development. The Homeowner Association may also, in Landowner's sole and absolute discretion, be formed to allow the Homeowner Association to own common area within the residential portions of the Property. If Landowner elects to have the Homeowner Association own common area, the Homeowner Association shall repair, maintain, and manage said common areas. If City elects to (i) adopt a City program that includes enforcement of all or any provisions of the CC&Rs applicable to the Property and (ii) form a financing mechanism to fund the costs of such a program, City hereby agrees to exempt the Property from any special taxes or assessments levied by City to fund the costs of said City program. Any such exemption shall be proportional to the extent the City program duplicates the CC&R enforcement program. Prior to recordation of the declaration of CC&Rs, Landowner agrees to provide City a reasonable opportunity to review and comment on the provisions of said CC&Rs pertaining to (i) design review, (ii) any maintenance obligations that could otherwise be performed by the districts described in Sections 7.2.1, 7.2.3 or 7.2.5, and (iii) any enforcement obligations that are already included in the City program described in this Section to the extent such City program exists at the time of said review and comment period, provided that City shall not have any approval authority with respect to said CC&Rs.

9. Affordable Housing. Landowner shall comply with all terms, conditions and requirements under the Affordable Housing Plan Agreement between City and Landowner attached hereto as **Exhibit C**. Any failure by Landowner to perform any term, condition or requirement of the Affordable Housing Plan applicable to the Property is a violation of this ARDA, subject to default under Section 17. City acknowledges that Landowner's compliance with all the terms, conditions and requirements of the Affordable Housing Plan applicable to the Property shall fully satisfy Landowner's obligations to provide affordable housing or inclusionary housing or other such fee or Exaction related thereto associated with development of the Property. In the event Landowner receives any credits pursuant to the Affordable Housing Plan as a result of exceeding its obligations thereunder, including but not limited to credits for exceeding dedication requirements, City hereby agrees to allow Landowner to apply any such credits to any of Landowner's other affordable housing obligations on other projects within the City.

10. Sunrise Flooding Obligations. The Project shall be required to participate in drainage improvements along Sunrise Boulevard as determined through ongoing consultation with the City's Department of Public Works. In the event the Project's onsite drainage system is designed to decrease the overall peak rate of runoff from the Project that drains offsite to the north outfall at Sunrise Boulevard, any such drainage facilities constructed onsite shall be

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considered the Project's fair share to the offsite drainage solution. City hereby agrees that decreasing the existing flood depth elevation at the Sunrise Boulevard drainage crossing, as determined by the drainage study attached hereto as **Exhibit G**, by approximately one-third (1/3) would fully satisfy Landowner's obligation to participate in drainage improvements along Sunrise Boulevard. If Landowner elects to construct improvements that decrease the existing flood depth elevation at the Sunrise Boulevard drainage crossing as set forth in this Section, Landowner will include the improvements necessary to achieve that result in its improvement plans for the applicable final subdivision map.

11. Dedications.

11.1. Public Rights of Way and Other Public Lands. Within ninety (90) days of receipt of a written dedication request from City, including without limitation any such request by City to accommodate a requirement for another Participating Landowner to build any Backbone Infrastructure within any portion of the Property in connection with the development of the other Participating Landowner's property, Landowner shall grant irrevocable dedications of rights of way and easements to City, in a form acceptable to City, for those portions of the Property required to construct such Backbone Infrastructure. This timeline may be extended, if necessary, to secure approval of any regulatory agencies having jurisdiction over access to portions of the Property that are restricted due to environmental constraints. The length of any such extension shall be limited to the amount of time reasonably necessary to secure regulatory approval, as determined by the City and Landowner after review of information pertaining to the timeline for securing regulatory approval, with the burden of providing such information on the Landowner. The cost of preparing the dedication documents, including the engineering and surveying costs related thereto, shall be paid by the Participating Landowner initiating or necessitating the request for the dedication. In addition to granting such irrevocable offers of dedication, Landowner shall also grant temporary construction easements for reasonable access onto the Property to construct such Backbone Infrastructure, which shall be assignable to any Participating Landowner who intends to construct such Backbone Infrastructure. Landowner shall obtain the consent of any and all beneficiaries under any deeds of trust or mortgages or other such holders of monetary claims or liens against the Property to subordinate or release their interests therein to such dedicated rights of way and easements.

11.2. Drainage Parkways. City hereby agrees to accept Landowner's dedication of, and maintain subject to Section 7.2.3 and 7.2.5(b), the drainage parkways identified in Exhibit 7-1 of the Amended Specific Plan. City expressly acknowledges and agrees that the dedicated drainage parkways will include, but not be limited to, public recreational facilities, drainage facilities, and waters of the United States.

12. Open Space Preserve Maintenance. Prior to the commencement of any grading activities in the Specific Plan Area, Landowner shall deed the Open Space Preserve to City and City shall record a conservation easement for the Open Space Preserve in compliance with the approved Operations and Management Plan (which includes a funding source) and in a form acceptable to the applicable Federal and State agencies, including but not limited to, the United States Army Corps of Engineers, United States Fish and Wildlife Service, and the California Department of Fish and Wildlife. City also agrees to consider, in good faith, managing and maintaining the Open Space Preserve pursuant to a negotiated agreement with a qualified preserve manager and in compliance with the approved Operations and Management Plan. If City does not enter into an agreement with a qualified preserve manager for the maintenance of the Open Space Preserve prior to the commencement of any grading activities in the Specific

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Plan Area, Landowner shall contract with a qualified open space trust to manage and maintain the Open Space Preserve in compliance with the approved Operations and Management Plan.

13. Road and Frontage Improvements.

13.1. City Contribution to Construction of White Rock Road. City hereby agrees to pay the White Rock Road Contribution from City's TDIF program towards construction of that certain portion of White Rock Road as depicted in **Exhibit H** hereto as a reimbursement to Landowner if Landowner constructs the White Rock Road improvements set forth in Table ___ of the Financing Plan. Landowner will submit requests for progress payments to City and City shall make the progress payments, as adjusted by any increase in the City CPI Index, and as requested by Landowner based on a development schedule agreed to by Landowner and City. In the event Landowner has not awarded a construction contract for the White Rock Road improvements set forth in Table ___ of the Financing Plan on or before December 31, 2018, or a later date as may be approved by the City's Public Works Director upon request by Landowner, City shall have the option to instead apply the White Rock Road Contribution towards its construction of the center lane improvements for that certain portion of White Rock Road as depicted in **Exhibit H**. If City constructs said center lane improvements, Landowner's remaining construction obligations with respect to that certain portion of White Rock Road as depicted in **Exhibit H**, if any, shall be governed by condition 39 in the Master Large Lot Map Conditions of Approval.

13.2. Interim Roadway Conditions. City hereby agrees to Landowner's construction of roadway phasing options as more particularly described in the Phasing Master Plan attached as Appendix B to the Amended Specific Plan and Appendix H to the Financing Plan.

13.3. Off-Site Roadway Improvements. To the extent any condition contained in the Master Large Lot Map Conditions of Approval requires construction of off-site roadway improvements by Landowner, Landowner shall not be obligated to construct such off-site roadway improvements unless and until City has acquired the right-of-way and/or easements necessary to construct such off-site roadway improvements. Landowner shall be entitled to fee credits and/or fee reimbursements for the costs to be incurred by Landowner to construct any such off-site roadway improvements pursuant to Section 7.3.2(ii) of this ARDA.

13.4. Preserve Frontage Improvements. Frontage improvements (curb, gutter, sidewalk and frontage lane) for the portions of Rancho Cordova Parkway, Douglas Road, and Americanos Boulevard within the Preserve are not funded by any City fee program. As such, they would typically be the responsibility of the fronting property owner. However, since the property fronting on portions of these streets is permanent open space, the Master Large Lot Map Conditions of Approval require these improvements to be built when certain building permit thresholds have been reached. The City is concerned that the large cost of these frontage improvements may be difficult for a builder to absorb when the subject threshold is reached. The City is also concerned that if it constructs these frontage improvements in advance of the threshold, there is no mechanism to ensure the City will be reimbursed for its costs in constructing these frontage improvements. Accordingly, Landowners and City agree that a funding mechanism will be established to assure that funding for these improvements will be available when the applicable threshold is met, either to fund the construction of the frontage improvements in the Preserve or to reimburse the City for its costs of construction. This funding mechanism will be a CFD or other land-secured financing mechanism, the plan area fee

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program, or a combination of these and/or any other financing mechanism, so long as such mechanism provides reasonable assurance to the City that the funding for these frontage improvements at the estimated cost shown in the Financing Plan will be available at the time the thresholds identified in the Master Large Lot Map Conditions of Approval have been reached. Said financing mechanism or combinations thereof shall be in place to the satisfaction of the City prior to the recordation of the first Small Lot Final Subdivision Map on the Property.

14. Amendment or Cancellation.

14.1. Amendment by Mutual Consent. This ARDA may be amended in writing from time to time by mutual consent of the Parties hereto, and in accordance with the procedures of state law and the Municipal Code. Any amendment of the Entitlements that does not constitute a Minor Revision shall require amendment of this ARDA. Any such amendment may be requested and made only as to a portion of the Property, in which case only the owner(s) of such portion of the Property subject thereto shall be required to apply for and sign such partial amendment of this ARDA, however no amendment as to a portion of the Property shall materially affect, either directly or indirectly, the provisions of the Finance Plan, or the rights or obligations of any other Participating Landowner to its vested rights as set forth in this ARDA.

14.2. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the Parties or their successors in interest, in accordance with the City's Municipal Code. Any fees paid pursuant to this ARDA and spent by City prior to the date of cancellation shall be retained by City.

14.3. Automatic Termination Upon Completion and Sale of Residential Unit. This ARDA shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot designated by the Amended Specific Plan for residential use, upon completion of construction and issuance by City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot by Landowner to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; and (ii) the lot is included within any financing districts or mechanisms required by Section 7 or other financing mechanism acceptable to City, to the extent required hereby. Termination of this ARDA for any such residential lot as provided for in this Section 14.3 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

14.4. Termination upon Landowner Request. This ARDA may also be terminated, at the election of the then property owner, with respect to any legally subdivided parcel designated by the Amended Specific Plan for residential or nonresidential use (other than parcels designated for public use), when recording a final subdivision map for such parcel, or receiving a certificate of occupancy or final inspection, whichever is applicable, for a multifamily or nonresidential building within such parcel, by giving written notice to City of its election to terminate the ARDA for such parcel, provided that: (i) all improvements which are required to serve the parcel, as determined by City, have been accepted by City; (ii) the parcel is included within any financing districts or mechanisms required by Section 7, or other financing

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mechanisms acceptable to City, to the extent required hereby; (iii) all other financial obligations to City under this ARDA that are outstanding or may become outstanding upon subsequent development of the Property, or portion thereof subject to such termination, have been satisfied, including without limitation satisfaction of all obligations under Section 6 hereinabove to pay any Park fees (including Interim Park Development Fee and Interim Community Places Fee), planning reimbursements, and/or roadway frontage reimbursements that are then outstanding or may become payable upon further development of the Property or portion thereof subject to such termination; and (iv) the Landowner of such portion of the Property is not in default of this ARDA and no notice of default has then been issued by City with respect to such portion of the Property. City shall cause any written notice of termination approved pursuant to this Section to be recorded with the Sacramento County Recorder against the applicable parcel at Landowner's expense. Termination of this ARDA for any such residential or nonresidential parcel as provided for in this Section 14.4 shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such parcel at the time of termination.

15. Annual Review.

15.1. Annual Review. City reserves the right to annually monitor and review Landowner's good faith compliance with the terms of this ARDA and the Entitlements.

15.2. Monitoring. City has discretion to monitor the continuing compliance with the terms of this ARDA and the Entitlements by updating decision-makers, conducting field inspections, implementing and interpreting requirements, monitoring any litigation relating to the Property, and taking any other actions City may find appropriate.

15.3. Annual Review Date. City intends to conduct an annual review during the term of this ARDA in September of each year after the Effective Date.

15.4. Initiation of Review. City's Community Development Director initiates the annual review by giving Landowner written notice that City will conduct the annual review. The Community Development Director's written notice will include an estimate of the total costs City expects to incur in connection with the review. Within thirty (30) days of City's notice, Landowner must provide evidence to the Community Development Director to demonstrate good faith compliance with this ARDA. The burden of proof, by substantial evidence of compliance, is upon the Landowner. City's failure to timely initiate the annual review is not a waiver of the right to conduct a review at a later date or otherwise enforce the provisions of this ARDA. Landowner is not in default under this ARDA by virtue of a failure by City to timely initiate review.

15.5. Staff Reports. City shall deposit in the mail to Landowner a copy of all staff reports and related exhibits concerning contract performance at least twenty (20) days prior to any annual review. City shall also, to the extent practicable, make reasonable efforts to provide simultaneous notice to Landowner by e-mail or other then-available means of electronic technology.

15.6. Costs. Costs reasonably and directly incurred by City in connection with the annual review and monitoring shall be paid by Landowner in accordance with the City's schedule of fees and billing rates in effect at the time of review. The costs that Landowner may

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be required to pay are not limited to the amount in the Community Development Director's estimate.

15.7. Non-compliance with Agreement; Hearing. If the Community Development Director determines, on the basis of substantial evidence, that Landowner has not complied in good faith with the terms and conditions of this ARDA during the period under review, the City Council may initiate proceedings to modify or terminate the ARDA, at which time an administrative hearing shall be conducted in accordance with the procedures of state law. As part of that final determination, the City Council may impose conditions on the Project that it considers necessary and appropriate to protect the interests of City. Landowner may, at the same hearing, raise any and all issues of non-compliance by City with the terms of this ARDA, and the City Council shall review and make findings concerning the compliance of all Parties to the ARDA.

15.8. Appeal of Determination. The decision of the City Council as to Landowner's compliance shall be final. Any court action or proceeding to challenge, review, set aside, void, or annul any compliance determination by the City Council must be commenced within thirty (30) days of the final decision of the City Council, or the Landowner forfeits the right to seek judicial review.

16. Violation of Entitlements. In addition to complying with all terms of this ARDA, Landowner agrees to perform all terms, conditions and requirements of all other Entitlements. Any failure by Landowner to perform any material term, condition or requirement of any of the other Entitlements or Subsequent Entitlements is a violation of this ARDA, subject to default under Section 17. City acknowledges that the timing and implementation of any development of the Property shall be at the discretion of Landowner, and that unless and until the Landowner elects to develop any portion of the Property, the only obligations of the Landowner hereunder shall be to dedicate public rights of way and lands and grant temporary construction easements as, if and when required pursuant to Section 11.1 above.

17. Default and Opportunity to Cure. Subject to any applicable extension of time agreed to by the Parties in writing, failure by any Party to perform any term or provision of this ARDA required to be performed by such Party, including without limitation any violation of Section 14, constitutes an Event of Default. For purposes of this ARDA, a Party claiming another Party is in default shall be referred to as the Complaining Party, and the Party alleged to be in default shall be referred to as the Party in Default. Except as provided in Section 16, a Complaining Party shall not exercise any of its remedies as the result of such Event of Default unless such Complaining Party first gives notice to the Party in Default as provided in Section 27, and the Party in Default fails to cure such Event of Default within the applicable cure period.

17.1. Procedure Regarding Defaults.

17.1.1. Notice of Default. If an Event of Default occurs, prior to exercising any remedies, the Complaining Party shall give the Party in Default written notice of such default. After City as the Complaining Party provides notice of an Event of Default by Landowner, if such Event of Default is not cured within thirty (30) days after the Landowner's receipt of such notice, City may thereafter cease to issue any permit or approve any entitlement for which an application has been filed for any portion of the Property then owned or controlled by the Party in Default until the default is cured pursuant to the procedures in this Section 17.

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17.1.2. Cure. The Party in Default must cure the default within thirty (30) days from the Notice of Default. The Complaining Party may pursue all available remedies if the Party in Default fails to cure the default within the 30-day time period. If the nature of the alleged default is such that it cannot reasonably be cured within thirty (30) days, the 30-day time period will be tolled if: (a) the cure is commenced at the earliest practicable date following receipt of the notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (in no event later than thirty (30) days after the Party in Default's receipt of the notice), the Party in Default provides written notice to the Complaining Party that the cure cannot practicably be completed within such 30-day time period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within ninety (90) days after the first notice of default is given. If the Event of Default is discovered or determined in the course of the annual review, in addition to other remedies and potential cures, City shall have the statutory authority pursuant to Government Code Section 65865.1 to decide to terminate or modify the ARDA following the opportunity to cure as provided in this Section 17.1.2.

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

17.1.4. Legal Proceedings. If the Party in Default fails to cure a default in accordance with the provisions of Section 17.1.2, the Complaining Party, at its option, may institute legal proceedings pursuant to this ARDA or terminate this ARDA. Upon the occurrence of an Event of Default, the Parties may pursue all other remedies at law or in equity, which are not otherwise provided for or prohibited by this ARDA or City's regulations governing development agreements, expressly including the remedy of specific performance of this ARDA. In no event, except as provided in Sections 21, 24 and 25 of this ARDA, will either Party be liable to the other Party for any monetary damage for claims arising out of this ARDA, and both Parties hereby expressly waive any such monetary damages. Notwithstanding the foregoing, City may immediately institute any legal proceedings relating to this ARDA without the notice and opportunity to cure required in the case of an emergency or immediate danger to public health, safety or welfare.

18. Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting that the other Party certify in writing that, to the knowledge of the certifying Party: (i) this ARDA is in full force and effect and a binding obligation of the Parties; (ii) this ARDA has not been amended or modified either orally or in writing, or if so amended, identifying the amendments; and, (iii) the requesting Party is not in default in the performance of its obligations under this ARDA, or if in default, describing therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such estoppel certificate, or give a written detailed response explaining why it will not do so, within thirty (30) days following the receipt of each such request. Each Party acknowledges that such an estoppel certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this ARDA with respect to the Property or any portion thereof shall be in recordable form and may be recorded at the expense of the recording Party.

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19. Severability. If any part of this ARDA is for any reason held to be unenforceable, the rest of the ARDA remains fully enforceable. If, however, a provision of this ARDA is determined to be invalid or unenforceable and the effect is to deprive a Party of an essential benefit of this ARDA, then the Party so deprived will have the option to terminate this entire ARDA upon written notice to the other Party.

20. Applicable Law. California law applies to this ARDA without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

21. Attorneys' Fees and Costs in Legal Actions by Parties to the ARDA. Should any legal action be brought by either Party for breach of this ARDA or to enforce any provisions herein, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

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

23. Bankruptcy. The obligations of this ARDA are not dischargeable in bankruptcy.

24. Indemnification from Construction, Improvement, Operation and Maintenance Claims. Landowner agrees to indemnify, defend with counsel selected by City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives, from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property. Landowner has no indemnification obligation with respect to the gross negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives or with respect to the maintenance, use, or condition of any improvement after the time it has been dedicated to and accepted by City or another public entity (except as provided in an improvement agreement or maintenance bond). The provisions of this Section 24 shall survive the termination of this ARDA.

25. Cooperation and Indemnification of City in Event of Legal Challenge to This ARDA or Entitlements. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this ARDA or the Entitlements, or seeking to overturn or invalidate any approval granted pursuant to this ARDA:

EXHIBIT 4B

25.1. The Parties agree to cooperate in defending against the action or proceeding;

25.2. The Landowner is solely responsible for its own costs and any costs incurred by City for such defense;

25.3. Landowner will indemnify, defend with counsel selected by City and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by City or awarded to plaintiffs) and liability;

25.4. Neither Landowner nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other Party. City agrees to not settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

25.5. The provisions of Section 25 shall survive the termination of this ARDA.

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

27. Notices. All notices and other communications required or permitted under this ARDA, the enabling legislation, or the procedure adopted pursuant to Government Code Section 65865, must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA
Community Development Director
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Fax: _____
E-mail: _____

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

Landowner
Attn: _____
Address: _____
City, State, Zip: _____
Fax: _____
E-mail: _____

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

28. Assignment and Release. From and after recordation of this ARDA against the Property, Landowner shall have the full right to assign this ARDA as to the Property, or any

EXHIBIT 4B

portion thereof, in connection with any sale, transfer or conveyance thereof, provided that (i) Landowner has paid City any and all fees or amounts due to City arising out of this ARDA, the processing of the Entitlements, or the development of the portion of the Property to be assigned, and (ii) the City Community Development Director has received the express written assignment by Landowner and assumption by the assignee of such assignment in the form attached hereto as **Exhibit I**. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by City Community Development Director upon the request of Landowner) and City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment in the form attached hereto as **Exhibit I**, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the Property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

29. Mortgage Protection. The parties hereto agree that this ARDA shall not prevent or limit Landowner, in any manner, at Landowner's sole discretion, from encumbering the Property or any portion thereof by any mortgage, deed of trust or other security device securing financing with respect to the Property. City acknowledges that lenders providing any such financing may require certain agreement interpretations and modifications, and agrees upon request, from time to time, to meet with Landowner and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. City will not unreasonably withhold its consent to any such requested interpretation or modification, provided such interpretation or modification is consistent with the intent and purposes of this ARDA. Any Mortgagee that obtains a mortgage or deed of trust against the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this ARDA nor a breach of this ARDA shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, for which Mortgagee has submitted a request in writing to City in the manner specified herein for giving notices, may request to receive written notification from City of any Event of Default by Landowner in the performance of Landowner's obligations under this ARDA.

(c) If City receives a timely request from a Mortgagee requesting a copy of any notice of an Event of Default given to Landowner under the terms of this ARDA, City shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of Event of Default to Landowner. The Mortgagee shall have the right, but not the obligation, to cure the Event of Default during the remaining cure period allowed to Landowner under this ARDA.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, by any means, whether pursuant to foreclosure of the mortgage, deed of trust, or deed in lieu of such foreclosure or otherwise, shall take the Property, or part thereof, subject to the terms of this ARDA; provided, however, notwithstanding anything to the contrary above, any Mortgagee, or successor or assignee of such Mortgagee, who becomes an owner of the Property through foreclosure shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless such owner desires to continue development of the

EXHIBIT 4B

Property consistent with this ARDA and the Entitlements, in which case the owner by foreclosure shall assume the obligations of Landowner hereunder in a form acceptable to City.

(e) The foregoing limitation on Mortgagees and owners by foreclosure shall not restrict City's ability pursuant to Section 11 of this ARDA to specifically enforce against such Mortgagees or owners any dedication requirements under this ARDA or under any conditions of any other Entitlements.

30. Priority of Enactment. In the event of conflict between this ARDA and the Entitlements, this ARDA is controlling.

31. Form of ARDA; Recordation; Exhibits. City will record this ARDA and any subsequent amendment to this ARDA, with the County Recorder within ten (10) days of the effective date. City will also record any termination of any parts or provisions of this ARDA, except when this ARDA automatically terminates due to the expiration of the term of this ARDA. Any amendment or termination of this ARDA that affects less than all of the Property must describe the portion of the Property that is the subject of the amendment or termination. This ARDA is executed in three duplicate originals, each of which is deemed to be an original. This ARDA consists of __ pages and _ exhibits, which constitute the entire understanding and agreement of the Parties.

32. City Manager Authorization. The City, a municipal corporation, has authorized this ARDA to be executed in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____ adopted by the Council of the City on the _____ day of _____, 201_, and has caused this ARDA to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: _____
Its: City Manager
Date: _____

"LANDOWNER"

ELLIOTT HOMES, INC.,
an Arizona corporation

By: _____
Name: _____
Title: _____

Date: _____, 2016

By: _____

Date: _____, 2016

ATTEST:

City Clerk

EXHIBIT 4B

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT LIST

Exhibit A-1:	Legal Description of Property
Exhibit A-2:	Map of Property
Exhibit B:	Map of Specific Plan Area
Exhibit C:	Affordable Housing Plan Agreement
Exhibit D:	Map of Open Space Preserve
Exhibit E:	Incentive Period Exactions
Exhibit F:	Map of Dedicated Parks
Exhibit G:	Flooding Technical Memorandum
Exhibit H:	Map of Portion of White Rock Road
Exhibit I:	Form of Assignment

2652313.13

EXHIBIT A-1

Legal Description of the Elliott Homes Property

PARCEL 1:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio De Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East, 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet; (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet; thence North 00°53'20" East 4230.53; thence North 90°00'00" West 1078.83 feet; thence

North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc having a radius of 1500.00 feet, said arc being subtended by a chord bearing south 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

EXCEPTING THEREFROM as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced and saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting all water and rights, including, but not limited to, all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

PARCEL 2:

All that portion of Parcel 15 as said parcel is shown in Book 55 of Parcel Maps at Page 29 the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Beginning at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Beginning, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, South 89°56'25" West, a distance of 367.46 feet along said common line;

Thence, North 89°55'25" West, a distance of 402.97 feet along said common line;

Thence, North 00°00'55" West, a distance of 722.15 feet along said common line;

Thence, North 00°03'11" East, a distance of 608.94 feet along said common line;

Thence, North 88°01'22" West, a distance of 39.63 feet along said common line;

Thence, North 00°19'49" East, a distance of 225.19 feet along said common line;

Thence, North 71°43'32" West, a distance of 459.31 feet along said common line;

Thence, North 18°01'48" East, a distance of 299.22 feet along said common line;

Thence, North 18°12'33" East, a distance of 581.68 feet along said common line;

Thence, North 18°21'10" East, a distance of 260.18 feet along said common line;

Thence, North 86°58'23" East, a distance of 30.58 feet along said common line;

Thence, North 86°04'54" East, a distance of 79.74 feet along said common line;

Thence, North 86°52'08" East, a distance of 104.15 feet along said common line;

Thence, South 71°53'21" East, a distance of 494.50 feet along said common line;

Thence, North $00^{\circ}22'20''$ East, a distance of 1401.37 feet along said common line;

Thence, South $51^{\circ}45'32''$ East, a distance of 723.29 feet;

Thence, North $27^{\circ}42'33''$ East, a distance of 850.47 feet;

Thence, North $38^{\circ}10'20''$ East, a distance of 125.00 feet;

Thence, South $51^{\circ}49'40''$ East, a distance of 453.85 feet;

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of $25^{\circ}22'37''$ and a radius of 1125.00 feet;

Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of $46^{\circ}07'00''$ and a radius of 975.00 feet;

Thence, South $72^{\circ}34'03''$ East, a distance of 651.82 feet;

Thence, South $17^{\circ}25'57''$ West, a distance of 25.00 feet;

Thence, South $72^{\circ}34'03''$ East, a distance of 856.47 feet;

Thence, South $17^{\circ}25'57''$ West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South $42^{\circ}47'17''$ West;

Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of $19^{\circ}03'35''$ and a radius of 2000.00 feet;

Thence, South $28^{\circ}09'08''$ East, a distance of 236.87 feet;

Thence, North $79^{\circ}02'16''$ West, a distance of 274.71 feet;

Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of $108^{\circ}28'52''$ and a radius of 560.00 feet;

Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of $58^{\circ}55'26''$ and a radius of 540.00 feet;

Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of $50^{\circ}28'53''$ and a radius of 625.00 feet;

Thence, South $89^{\circ}31'57''$ West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South $89^{\circ}24'23''$ West;

Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of 47°26'53" and a radius of 164.00 feet;

Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of 27°49'00" and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of 08°53'18" and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of 66°04'15" and a radius of 533.00 feet;

Thence, South 00°17'18" East, a distance of 423.57 feet to the south line of said Parcel 15;

Thence, North 89°37'40" West, a distance of 418.60 feet along said south line to the Point of Beginning.

Containing 401.202 Acres gross, more or less.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 1075.90 feet along the common line between said properties;

Thence, South 89°37'45" East, a distance of 120.05 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 00°02'10" West, a distance of 79.89 feet;

Thence, South 89°58'18" East, a distance of 78.00 feet;

Thence, South 00°00'36" West, a distance of 79.95 feet;

Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

Containing 0.143 Acres, more or less.

Exception B

All that property described as "Tank Site No. 804" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet;

Thence, South 71°48'29" East, a distance of 146.44 feet;

Thence, South 18°10'43" West, a distance of 276.46 feet;

Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Containing 0.930 Acres, more or less.

Exception C

All that property described as "Beta Area Well Site 'A'-805" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between

Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, North 26°40'21" East, a distance of 268.14 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 00°02'08" East, a distance of 79.98 feet;

Thence, North 89°57'06" East, a distance of 70.00 feet;

Thence, South 00°00'09" East, a distance of 80.01 feet;

Thence, South 89°58'15" West, a distance of 70.05 feet to the Point of Beginning.

Containing 0.129 Acres, more or less.

End of Legal Description

EXHIBIT A-2: MAP OF PROPERTY (ELLIOTT HOMES)

The map displays the geographical context of the Elliott Homes property. Key features include:

- Rio del Oro:** A large area in the upper right, bounded by a thick dashed line. An arrow points to the boundary line.
- Elliott Homes:** A specific property within the Rio del Oro area, outlined by a thin dashed line.
- Mather Airport:** Located to the west of the Elliott Homes property.
- Roads:**
 - Folsom Blvd.:** Runs diagonally from the top left towards the center.
 - Highway 50:** Runs diagonally from the top right towards the center.
 - White Rock Road:** Runs horizontally across the top right.
 - Douglas Road:** Runs horizontally across the middle right.
 - Kiefer Boulevard:** Runs horizontally across the bottom right.
 - Grant Line Road:** Runs vertically along the right edge.
 - Sunrise Boulevard:** Runs vertically through the center.
 - Zinfandel Drive:** Runs diagonally from the center towards the bottom left.
 - Bradshaw Road:** Runs vertically on the far left.
 - Jackson Road:** Runs diagonally from the bottom left towards the center.

LEGEND

- RIO DEL ORO BOUNDARY
- OWNERSHIP BOUNDARY
- ELLIOTT HOMES PROPERTY

NTS
NORTH


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

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

EXHIBIT B: MAP OF SPECIFIC PLAN AREA (RIO DEL ORO PROJECT)

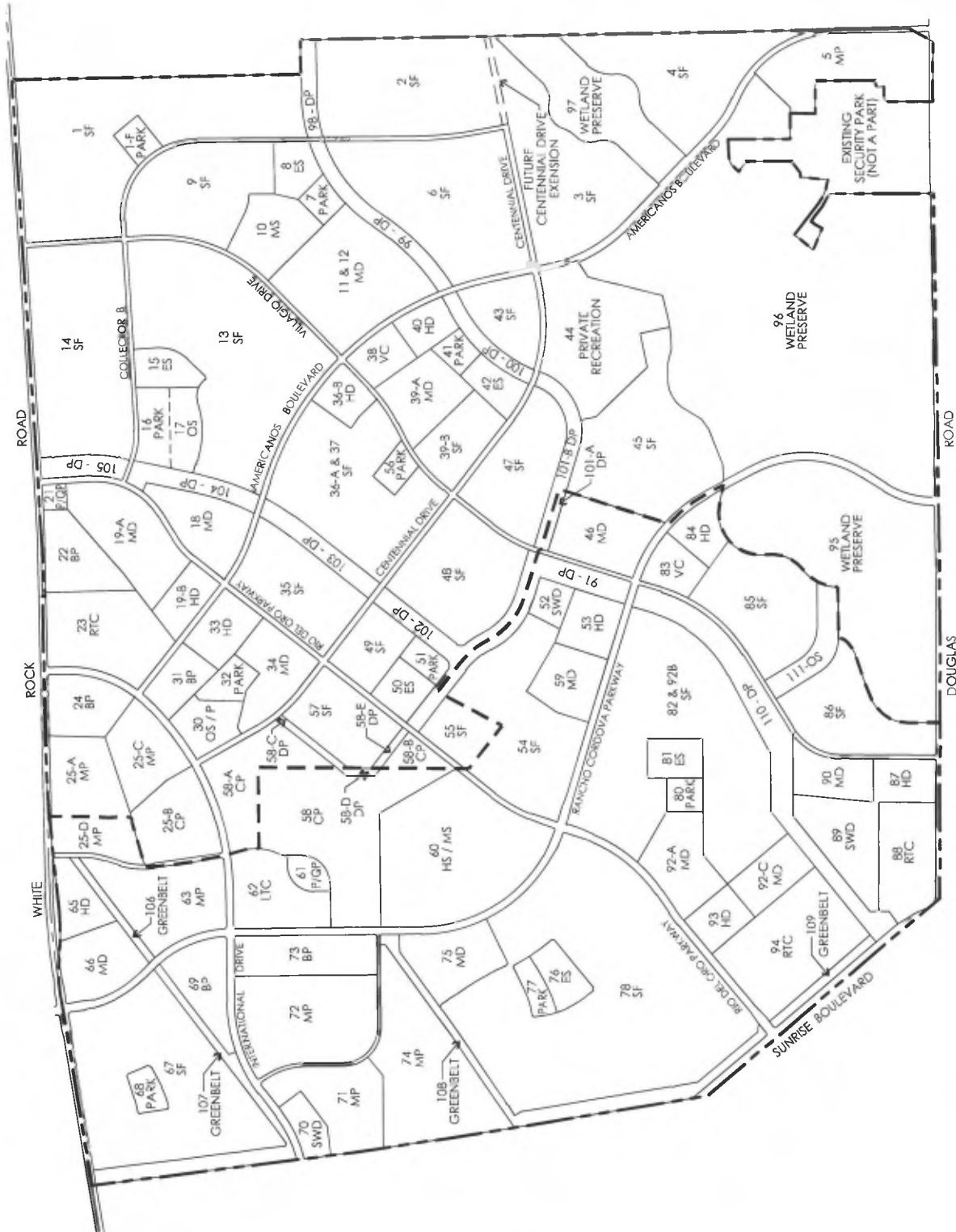


EXHIBIT C

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

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

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

**AFFORDABLE HOUSING PLAN AGREEMENT
FOR THE RIO DEL ORO SPECIFIC PLAN
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA, AND
ELLIOTT HOMES, INC.**

THIS AFFORDABLE HOUSING PLAN AGREEMENT ("AHP" or "Agreement"), and the requirements herein, are agreed upon by and between the CITY OF RANCHO CORDOVA ("City") and Elliott Homes, Inc., an Arizona corporation ("Landowner"), as of _____, 2016. City and Landowner are hereinafter sometimes collectively referred to as the Parties. This AHP shall be binding on Landowner and on any and all of Landowner's successors and assigns developing the real property described in Exhibit 1 and depicted in Exhibit 2 hereto and incorporated herein (the "Property") within the Rio Del Oro Specific Plan ("RDOSP").

RECITALS

WHEREAS, pursuant to California Government Code section 65580, the Legislature has established the following policies related to the provision of affordable housing: 1) the availability of housing is of vital statewide importance, and the early attainment of decent housing and a suitable living environment for every Californian, including farmworkers, is a priority of the highest order; 2) the early attainment of this goal requires the cooperative participation of government and the private sector in an effort to expand housing opportunities and accommodate the housing needs of Californians of all economic levels; 3) the provision of housing affordable to low- and moderate-income households requires the cooperation of all levels of government; 4) local and State governments have a responsibility to use the powers vested in them to facilitate the improvement and development of housing to make adequate provision for the housing needs of all economic segments of the community; and 5) the Legislature recognizes that in carrying out this responsibility, each local government also has the responsibility to consider economic, environmental, and fiscal factors and community goals set forth in the general plan and to cooperate with other local governments and the State in addressing regional housing needs; and

WHEREAS, the City of Rancho Cordova Housing Element, adopted December 16, 2013 by City Council Resolution No. 119-2013 ("Housing Element") states that all large-scale development in the City's undeveloped areas, generally located south of Highway 50, is

EXHIBIT C

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required to provide a range of housing opportunities responding to the housing needs associated with the proposed development; and

WHEREAS, Policy H.1.5 of the Housing Element states that “[d]evelopers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project’s plan for providing affordable housing;” and

WHEREAS, Housing Element Action H.1.5.1 provides that the Affordable Housing Plan “shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement,” and “[i]n order to ensure the production and preservation of housing affordable to the City’s workforce, no productive, reasonable program or incentive option will be excluded from consideration within project-specific Affordable Housing Plans...;” and

WHEREAS, on September 20, 2012, the Sacramento Area Council of Governments’ (“SACOG”) Board of Directors unanimously approved the 2013-21 Regional Housing Needs Plan (“RHNP”). This action was the final stage in the adoption of an eight-year plan for the Regional Housing Needs Allocation (“RHNA”). RHNA is a State requirement to determine the number of housing units that cities and counties must plan for in their housing element updates. Pursuant to California Government Code section 65583, local governments are required to update their housing elements to plan to accommodate their entire RHNA share by income category; and

WHEREAS, the City has received an allocation from SACOG of the projected share of the Region’s total growth within the City, including both a projected allocation of total housing units and a distribution of this projected growth by family income categories; and

WHEREAS, the City intends to meet Housing Element Policies H.1.5, H.1.5.1 and the requirements of state law by demonstrating that it is providing sufficient zoning capacity to accommodate a portion of the RHNA for housing available to a variety of income categories within the RDOSP area (“RDOSP Area”); and

WHEREAS, based on the foregoing requirements, this AHP is comprised of two major components: the Property’s fair share of the RHNA allocation and affordable housing performance; and

WHEREAS, the City Council supports and has determined that an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU in the RDOSP Area will, when combined with the City’s non-residential linkage fees as set forth in Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89, state and federal tax credits, and other state, federal and local grant and loan program funds, result in sufficient funds for City, or another third party, to develop within the City approximately six percent (6%) of new residential development as affordable rental units and one percent (1%) as affordable for-sale units; and

WHEREAS, in preparing this AHP, the City and Landowner considered economic, environmental, and fiscal factors and community goals set forth in the general plan; and

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WHEREAS, Landowner has agreed to meet the affordable housing obligations as identified in this AHP. This AHP fully satisfies Landowner's obligations pursuant to Housing Element Policy H.1.5 and all action items related thereto; and

WHEREAS, pursuant to the City's Housing Element, the requirement to enter into this AHP is a condition of approval for projects within the RDOSP Area. Any violation by Landowner of the terms of this AHP shall be considered a violation of the conditions of approval and shall permit the City to proceed with enforcement action as further set forth in this Agreement.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to the following AHP:

DEFINITIONS

All capitalized terms used in this Agreement shall have the meaning set forth in this Section. Any capitalized terms not defined herein shall have the meaning set forth in the Amended and Restated Development ("ARDA") by and between Elliott Homes, Inc. and the City, adopted by the City by Ordinance No. _____, on _____, 2016;

"AHP" shall mean this Affordable Housing Plan Agreement, entered into between the City and Landowner and approved by Resolution No. _____-2016, on _____, 2016;

"Affordable Housing In Lieu Fee" is the fee payable pursuant to this AHP, in the amount of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU, and as may be adjusted as allowed by Section 2.2 of this AHP.

"Affordable Units" shall mean those units (whether single family or multi-family, and regardless of density) designated by the City to be affordable under the provisions of Section 4 of this AHP (and which are subject to a regulatory agreement as specified in that Section), with income levels calculated pursuant to regulations issued by the California Department of Housing and Community Development ("HCD") (with specific application to Sacramento County), and as may be adjusted from time to time by HCD based upon size of household, regional cost of living and other relevant factors. Subject to the regulations issued by HCD, City may designate Affordable Units as those units available to families with incomes ranging from zero to 120% of median family income.

"ARDA" shall mean the Amended and Restated Development Agreement ("ARDA") by and between Elliott Homes, Inc. and the City, adopted by the City by Ordinance No. _____, on _____, 2016.

"HCD" shall mean the State of California, Department of Housing and Community Development (or any successor thereto).

"HD" shall refer to the acreage designated in the RDOSP for development at or above an average density of 26 units per acre.

"Housing Element" shall mean the Housing Element in effect as of the effective date of this AHP, which was adopted on December 16, 2013 by City Council Resolution No. 119-2013.

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“Market Rate Units” (“MRU”) shall mean those units approved for residential development (whether single family or multi-family, and regardless of density) within the RDOSP Area that have not been designated by the City to be Affordable Units pursuant to Section 4 of this AHP.

“Property” shall mean the 1,516-acre portion of the RDOSP Area owned by Landowner, located in the City of Rancho Cordova, County of Sacramento, and more particularly described in Exhibit 1 and depicted in Exhibit 2.

“RDOSP” shall mean the Rio del Oro Specific Plan, and all amendments thereto, whether approved before or after the date of this AHP.

“RDOSP Area” shall mean the entire property included within the Amended Rio del Oro Specific Plan, approved by the City on _____, 2016, by Ordinance No. ____-2016.

“RHNA” shall mean the Regional Housing Needs Allocation adopted by the Sacramento Area Council of Governments on September 20, 2012 to cover the time period 2013-21.

“RHNA Acreage” shall mean those sites identified on Exhibit 3 to this AHP, which are designated in the RDOSP for high-density development at no less than 26 units per acre.

“RHNP” shall mean the Regional Housing Needs Plan as established by SACOG on September 20, 2012 for the period 2013-21.

“SACOG” shall mean the Sacramento Area Council of Governments.

AGREEMENT

1. Property Subject to this Affordable Housing Plan. Landowner owns fee title to the Property. This AHP shall apply to, and be recorded on, the Property. The remaining portion of the RDOSP Area shall also be subject to a separate AHP, entered into between the City and the owner of fee title to that other portion of the RDOSP Area. Landowner understands, and City represents, that City intends to impose similar terms and conditions related to affordable housing on all portions of the RDOSP Area.

2. Payment of Affordable Housing In Lieu Fee. All MRU (both single family and multi-family) shall pay an Affordable Housing In Lieu Fee of Four Thousand Five Hundred Fifty Seven Dollars (\$4,557.00) per MRU. The Affordable Housing In Lieu Fee shall be due and payable at the time a building permit is issued for the unit or multi-family structure.

2.1. Exemptions. No Affordable Housing In Lieu Fee shall be required to be paid by any Affordable Units developed on the Property or by any development or structure subject to a non-residential building permit. Any development or structure subject to a non-residential building permit shall pay the housing trust development impact fee established pursuant to Rancho Cordova Municipal Code Chapter 16.89 and Sacramento County Code Chapter 16.89.

2.2. Increases to Affordable Housing In Lieu Fee. The Affordable Housing In Lieu Fee shall not be subject to increase during the “Incentive Period,” as that phrase is defined in the ARDA between the Parties. After the expiration of the Incentive Period, the

Affordable Housing In Lieu Fee required under this AHP shall be adjusted annually in January based upon the October to October index value increase found in the 20 City Building Cost Index published in Engineering News Record (ENR), averaged with the ENR's index of the City of San Francisco between October and October of each year.

3. Regional Housing Needs Allocation for the RDOSP Area. Based on the RHNA, City has designated 98 acres within the RDOSP Area for high density development, and City has identified as "RHNA Acreage" the property identified on Exhibit 3 to this AHP. Landowner has no obligation to develop or cause the development of Affordable Units on the RHNA Acreage. However, unless otherwise approved by the City, any development of the that portion of the RHNA Acreage within the Property as, if, and when the same occurs, shall be consistent with RHNA requirements as identified by the Housing Element (in effect as of the date of this AHP), and shall be at a minimum density of 26 dwelling units per acre, subject to the following provisions:

3.1. No Net Loss. California Government Code section 65584 requires all development on RHNA qualifying acres approved by the State through the Housing Element process to yield no less than the minimum acreage used to satisfy State RHNA requirements. In order to contribute to the required RHNA performance, development on the RHNA Acreage must be at or above a density of an average of 26 units per acre, unless the City can make the following findings in writing supported by substantial evidence: (1) the reduction is consistent with the adopted General Plan, including the Housing Element, and (2) the remaining sites identified in the Housing Element are adequate to accommodate the City's share of the regional housing need pursuant to Government Code section 65863. The City will accept an average of 26 units per acre on RHNA Acreage being developed concurrently by the same owner.

3.2. Review of RHNA Acreage. The Parties acknowledge that SACOG will review, from time to time, the RHNA for the City. The SACOG allocation of RHNA units to the City may differ from the amounts anticipated in determining projected RHNA requirements for the RDOSP Area. However, no such future adjustment by SACOG in the allocation of RHNA units to the City shall result in an increase to the RHNA Acreage as described herein. There may be changes in market conditions and demand which result in amendments to policy and statute. In order to be more responsive to future conditions in the RDOSP Area, upon receipt by City of a written request from Landowner for reconsideration of the allocation of RHNA Acreage, the City will consider whether RHNA Acreage is still needed to accommodate the City's regional housing needs pursuant to Government Code section 65584.

4. Affordable Housing Performance Requirements. Landowner has no obligation to construct Affordable Units under this AHP, and is not required to reserve or dedicate any land for the construction of affordable housing. However, at the request of City, Landowner has identified locations and acreages of four (4) sites, which may be subdivided to create three-acre parcels in the future (the "Identified Sites"), as shown on Exhibit 4 attached hereto, that may be suitable for the construction of Affordable Units by third parties. Landowner will offer to City for compensation at fair market value (to be determined as set forth below) all or a portion of the Identified Sites as follows:

4.1 Identified Sites for Affordable Units.

4.1.1. Total Acreage. The Identified Sites within the Property will result in 12 acres of HD available for purchase by the City. The Identified Sites are depicted on Exhibit 4.

4.1.2. Timing and Manner of Acquisition. City shall have the option to purchase any three (3) acre parcel within an Identified Site(s) (the "Parcel"). Such option shall be exercised no earlier than the date of approval of the small lot tentative subdivision map which includes the Identified Site(s), and no later than sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site. City shall exercise such option by delivering to Landowner a written purchase and sale agreement ("PSA"), executed by City as the buyer, along with a written appraisal of the Parcel substantiating the purchase price as set forth in the PSA. Said appraisal shall include the value of any improvements constructed or to be constructed by Landowner, including but not limited to the value of rough grading and stubbing for natural gas, water, storm drain, sewer, conduit for electrical and fiber, etc.). Landowner shall have ninety (90) days from the date of receipt of the PSA to either accept the offer by executing the PSA as the seller, or to make a written counteroffer to City. In the event City does not exercise its option within sixty (60) days after recordation of the final small lot subdivision map which includes the Identified Site(s), City's option to purchase the Identified Site(s) within the final small lot subdivision map shall terminate.

If Landowner's counteroffer includes a purchase price different from that included in the PSA, Landowner shall include in its counteroffer a second written appraisal substantiating Landowner's proposed purchase price. Landowner and City shall meet and confer, in good faith, to resolve any differences between City's PSA and Landowner's counteroffer. If, within fifteen (15) days after presentation of Landowner's counteroffer to City, the Parties cannot agree on a purchase price and execute a final PSA, City and Landowner shall, within an additional fifteen (15) days, agree on and retain a third appraiser who shall decide the purchase price within thirty (30) days after such appraiser is engaged, with the costs of this determination to be shared equally by the Parties. The purchase price decided by the third appraiser shall not be less than the purchase price set forth in City's proposed PSA, and shall not be more than the purchase price set forth in Landowner's counteroffer.

Any other terms and/or conditions that Landowner's counteroffer modifies or adds from those set forth in City's proposed PSA shall be resolved in good faith between the Parties, it being acknowledged that the material terms of any final PSA are included in this AHP.

Once the purchase price has been resolved in the manner described above, the Parties shall execute the final PSA within fifteen (15) days after receipt of the third appraiser's determination of purchase price. Unless otherwise specified therein, close of escrow shall occur not more than sixty (60) days after full execution of the final PSA.

Landowner shall have the right at any time to present City with a written offer to sell a Parcel to City. City shall have no obligation to accept or reject such offer, or to make a counteroffer, prior to the date which is sixty (60) days after recordation of the final small lot subdivision map which includes the Parcel, provided that City agrees that it will nevertheless consider any such offer in good faith.

4.1.3 Compensation to Landowner. Landowner shall be paid the purchase price either (a) in cash or (b) through the application of credits to any Exactions owed on remaining undeveloped units within the subdivision. In the event Landowner is compensated

through credits, City and Landowner will enter into an appropriate agreement memorializing the application of the credits prior to close of escrow.

4.1.4 Obligations of Landowner with Respect to Improvements for Identified Site(s). City acknowledges and agrees that, other than the agreement as to the location of the Identified Site(s), Landowner shall not be required to reserve or dedicate any of the Identified Site(s) to City and Landowner is not required to construct Affordable Units on the Identified Sites. City further acknowledges and agrees that Landowner has no obligation or requirement to construct frontage improvements to the Identified Site(s), including but not limited to curb, gutter, and sidewalk. If Landowner installs improvements of any kind, the value of the improvements shall be included in the purchase price and either paid for or credited to Landowner as provided in Section 4.1.4.

4.1.5 Construction of Affordable Units on the Identified Site(s). City shall consult with Landowner on the selection of a third party who will construct Affordable Units on the identified Site(s). The design, landscaping, materials, and all other pertinent development standards contained in the Rio del Oro Specific Plan Development Standards and Design Guidelines (and any and all amendments thereto) shall apply to the construction of the Affordable Units.

4.2 Other Options for Meeting Obligations Under the AHP. The Parties acknowledge that as the Property develops and market conditions evolve, new solutions for meeting affordable housing obligations may arise and merit consideration. Pursuant to Section 5.2 below, the Parties may cooperate to amend this AHP to accommodate such additional options.

5. Term, Amendment and Termination.

5.1. Term. This term of this AHP shall extend and be equal to the term of the ARDA, but the requirements applicable to any MRU shall terminate after the payment of the Affordable Housing In Lieu Fee for that MRU, and shall terminate as to the entire Property when all Affordable Housing In Lieu Fees required by this Agreement for the Property have been paid and Landowner has fully complied with the requirements of Section 4.

5.2. Amendment by Mutual Consent. This AHP may be amended in writing from time to time by mutual consent of the City and Landowner.

5.3. Termination. This AHP may be canceled in whole or in part only by mutual consent of the City and Landowner or their successors in interest. Any fees paid pursuant to this AHP and spent by the City prior to the date of cancellation shall be retained by City.

6. Breach. This AHP is implemented as a condition of approval for consistency with the City's Housing Element. Any material violation by Landowner of the requirements under this AHP shall be considered a violation of a condition of approval, and City may invoke remedies appropriate to violation of a condition of approval, including the withholding of building permits until such violation has been cured. The procedures regarding defaults and opportunity to cure set forth in the ARDA (Sections 17, and 17.1 through 17.1.4, inclusive) shall apply to any alleged violation of the terms of this AHP.

7. Severability. If any part of this AHP is for any reason held to be unenforceable, the rest of the AHP remains fully enforceable. If, however, a provision of this AHP is determined

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to be invalid or unenforceable and the effect is to deprive Landowner of an essential benefit of this AHP, then Landowner will have the option to terminate this entire Agreement upon written notice to City. If City contends that it has been deprived of an essential benefit of this AHP, then City shall notify Landowner and the Parties will meet and confer to evaluate whether the remainder of the Agreement should be valid and enforceable.

8. Applicable Law. California law applies to this AHP without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

9. Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement. Should any legal action be brought by either party for breach of this AHP or to enforce any provisions herein related to the performance of the Parties as set forth in this AHP, the prevailing party in the action is entitled to reasonable attorneys' fees, court costs, and any other costs as may be fixed by the Court.

10. Agreement Runs With The Land. Except as otherwise provided for in this AHP, all of the provisions, rights, terms, covenants, and obligations contained in this AHP are binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the property this AHP applies to, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this AHP are enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the California Civil Code. Each covenant to do, or refrain from doing, some act on the property subject to this AHP, or with respect to any owned property: (1) is for the benefit of such properties and is a burden upon such properties; (2) runs with such properties; and (3) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

11. Indemnification. Landowner agrees to indemnify, defend with counsel selected by the City, and hold harmless City, and its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives from any and all claims, costs (including legal fees and costs incurred by the City or awarded to plaintiffs) and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees arising out of or related to the obligations of this AHP. Landowner has no indemnification obligation with respect to the negligence or willful misconduct of City, or its elected and appointed councils, boards, commissions, officers, officials, agents, employees, and representatives.

12. Cooperation In the Event of Legal Challenge to this AHP. In the event of any legal or equitable action or other proceeding instituted by any third party challenging the validity of any provisions of this AHP:

12.1. The City and Landowner agree to cooperate in defending against the action or proceeding.

12.2. Landowner is solely responsible for its own costs and any costs incurred by the City for such defense.

EXHIBIT C

EXHIBIT 4B

12.3. Neither Landowner nor the City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees not to settle any action based upon monetary relief without the written consent of Landowner, unless City is solely liable and agrees to pay such monetary relief.

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

14. Notices. All notices and other communications required or permitted under this AHP must be in writing and must be delivered in person or sent by certified mail, postage prepaid, or sent by facsimile or electronic mail.

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

CITY OF RANCHO CORDOVA

Community Development Director

2729 Prospect Park Drive

Rancho Cordova, CA 95670

Fax: _____

E-mail: _____

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

Landowner

Attn:

Address

City, State, Zip

Fax : _____

E-mail: _____

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

15. Assignment and Release. From and after recordation of this AHP against the Property, Landowner shall have the full right to assign this AHP as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, provided that: (1) Landowner will pay City any and all fees or amounts due to City, as set forth in Section 2 of this AHP, and (2) upon the receipt by the City Community Development Director of the express written assignment by Landowner and assumption by the assignee of such assignment in the form approved by the City. Upon the payment of such fees or amounts due (which shall be acknowledged on the assignment by the City Community Development Director upon the

EXHIBIT C

EXHIBIT 4B

request of Landowner) and the City's receipt of the express written assignment by Landowner, the assumption by the assignee of such assignment, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from further liability or obligation related to the portion of the property so conveyed and the assignee will be considered the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property.

16. Form Of Agreement; Recordation; Exhibits. City will record this AHP, and any subsequent amendment to this AHP, against the Property with the County Recorder within thirty (30) days of the effective date. City will also record any termination of any parts or provisions of this AHP. Any amendment or termination of this AHP that affects less than all of the Property must describe the portion of the property that is the subject of the amendment or termination. This AHP is executed in two (2) duplicate originals, each of which is deemed to be an original. This AHP consists of ___ pages and ___ exhibits, which constitute the entire understanding and agreement of the Parties with respect to the AHP and obligations related thereto.

17. Recitals. The Recitals set forth above are an integral part of this Agreement and shall have the same contractual and legal significance as any other language in this Agreement.

EXHIBIT C

EXHIBIT 4B

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this AHP in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. ____-2016, adopted by the Council of the City on this ____ day of _____ 2016, and Landowner has caused this AHP to be executed.

“CITY”

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____
Name: Cyrus Abhar
Its: City Manager

Date: _____, 2016

“LANDOWNER”

ELLIOTT HOMES, INC.,
an Arizona corporation

By: _____
Name: _____
Title: _____

Date: _____, 2016

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____, 2016

EXHIBIT C**EXHIBIT 4B****EXHIBIT LIST**

- Exhibit 1: Landowner's Property – Legal Description
- Exhibit 2: Landowner's Property – Map
- Exhibit 3: RHNA Acreage
- Exhibit 4: Identified Sites

2706601.1

EXHIBIT 1

Legal Description of the Elliott Homes Property

PARCEL 1:

All that portion of Parcel 15 as said Parcel is shown on that certain Revised Parcel Map of "A Portion of Record of Surveys 12 R.S. 30 and 18 R.S. 4 and also being a Portion of Rancho Rio De Los Americanos" filed in the office of the Recorder, County of Sacramento, State of California in Book 55 of Parcel Maps, Page 29, and being more particularly described as follows:

Beginning at the Northwest corner of said Parcel 15; thence from said point of beginning along the Westerly line of said Parcel the following five (5) courses: (1) South 07°44'05" West 30.44 feet, (2) South 06°36'05" East 3603.85 feet, (3) South 08°08'17" East 2073.42 feet, (4) South 08°47'03" East 2197.91 feet, and (5) South 08°48'24" East 419.75 feet to a point on the Westerly right-of-way line of Sunrise Boulevard, a County Road, as shown on said Parcel Map; thence along said right-of-way line South 39°18'38" East 4093.39 feet; thence South 89°10'03" East 990.37 feet; thence South 89°06'40" East 933.19 feet; thence North 00°53'20" East 2290.81 feet to a point on an existing fence line; thence along said fence line, the following fourteen (14) courses and distances: (1) North 89°32'35" West 367.46 feet, (2) North 89°24'25" West 402.97 feet; (3) North 00°30'05" East 722.15 feet, (4) North 00°34'11" East 608.94 feet, (5) North 87°30'22" West 39.63 feet, (6) North 00°50'49" East 225.19 feet, (7) North 71°12'32" West 459.31 feet, (8) North 18°32'48" East 299.22 feet, (9) North 18°43'33" East 581.68 feet, (10) North 18°52'10" East 260.18 feet, (11) North 87°29'23" East 30.58 feet, (12) North 86°35'54" East 79.74 feet, (13) North 87°23'08" East 104.15 feet, and (14) South 71°22'21" East 494.50 feet; thence North 00°53'20" East 4230.53; thence North 90°00'00" West 1078.83 feet; thence

North 04°03'36" West 192.34 feet; thence North 15°38'51" West 253.09 feet; thence North 10°48'50" West 497.39 feet; thence North 06°52'34" West 292.93 feet; thence North 05°51'41" West 169.64 feet; thence North 00°52'23" West 152.03 feet; thence North 72°06'34" East 146.02 feet; thence North 74°39'41" East 462.88 feet; thence North 85°19'48" East 66.67 feet; thence North 11°27'56" East 102.96 feet; thence North 03°39'36" West 197.73 feet; thence North 02°17'57" East 318.01 feet; thence North 01°15'08" East 494.52 feet; thence South 84°44'15" West 1242.18 feet; thence curving to the right on an arc having a radius of 3000.00 feet, said arc being subtended by a chord bearing South 88°53'53" West 435.31 feet; thence North 86°56'29" West 389.84 feet; thence curving to the left on an arc having a radius of 1500.00 feet, said arc being subtended by a chord bearing south 87°03'12" West 313.85 feet, thence South 81°02'54" West 2579.08 feet to the point of beginning.

EXCEPTING THEREFROM as a mineral interest, and not as a royalty interest, all of the minerals of every kind in, under, or that may be produced from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting as a mineral interest, and not as a royalty interest, all oil, gas, hydrocarbons, and associated substances in, under, or produced and saved from the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; and excepting all water and rights, including, but not limited to, all rights of access, to water lying below the surface of the Real Property as reserved by Aerojet-General Corporation, an Ohio Corporation in deed recorded November 18, 1997, in Book 199711-18, Page 810, Official Records; provided, however, that Grantor, and its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into, or through the surface of the Real Property, or within one hundred (100) feet below, as measured vertically from, the surface of the Real Property.

EXHIBIT 4B

Thence, North 00°22'20" East, a distance of 1401.37 feet along said common line;

Thence, South 51°45'32" East, a distance of 723.29 feet;

Thence, North 27°42'33" East, a distance of 850.47 feet;

Thence, North 38°10'20" East, a distance of 125.00 feet;

Thence, South 51°49'40" East, a distance of 453.85 feet;

Thence, on the arc of a curve to the right a distance of 498.28 feet, said curve has a central angle of 25°22'37" and a radius of 1125.00 feet;

Thence, on the arc of a curve to the left a distance of 784.77 feet, said curve has a central angle of 46°07'00" and a radius of 975.00 feet;

Thence, South 72°34'03" East, a distance of 651.82 feet;

Thence, South 17°25'57" West, a distance of 25.00 feet;

Thence, South 72°34'03" East, a distance of 856.47 feet;

Thence, South 17°25'57" West, a distance of 1542.41 feet to the arc of a non-tangent curve having a radial bearing of South 42°47'17" West;

Thence, on the arc of said non-tangent curve to the right a distance of 665.31 feet, said curve has a central angle of 19°03'35" and a radius of 2000.00 feet;

Thence, South 28°09'08" East, a distance of 236.87 feet;

Thence, North 79°02'16" West, a distance of 274.71 feet;

Thence, on the arc of a curve to the left a distance of 1060.28 feet, said curve has a central angle of 108°28'52" and a radius of 560.00 feet;

Thence, on the arc of a curve to the right a distance of 555.35 feet, said curve has a central angle of 58°55'26" and a radius of 540.00 feet;

Thence, on the arc of a curve to the left a distance of 550.67 feet, said curve has a central angle of 50°28'53" and a radius of 625.00 feet;

Thence, South 89°31'57" West, a distance of 682.58 feet to the arc of a non-tangent curve having a radial bearing of South 89°24'23" West;

EXHIBIT 4B

Thence, on the arc of said non-tangent curve to the right a distance of 135.81 feet, said curve has a central angle of $47^{\circ}26'53''$ and a radius of 164.00 feet;

Thence, on the arc of a curve to right a distance of 269.45 feet, said curve has a central angle of $27^{\circ}49'00''$ and a radius of 555.00 feet;

Thence, on the arc of a curve to the left a distance of 567.31 feet, said curve has a central angle of $08^{\circ}53'18''$ and a radius of 3657.00 feet;

Thence, on the arc of a curve to the left a distance of 614.63 feet, said curve has a central angle of $66^{\circ}04'15''$ and a radius of 533.00 feet;

Thence, South $00^{\circ}17'18''$ East, a distance of 423.57 feet to the south line of said Parcel 15;

Thence, North $89^{\circ}37'40''$ West, a distance of 418.60 feet along said south line to the Point of Beginning.

Containing 401.202 Acres gross, more or less.

Excepting therefrom the following described parcels of land:

Exception A

All that property described as "Beta Area Well Site 'B'-806" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North $00^{\circ}22'20''$ East, a distance of 1075.90 feet along the common line between said properties;

Thence, South $89^{\circ}37'45''$ East, a distance of 120.05 feet to the Point of Beginning;

Thence, from the Point of Beginning, North $00^{\circ}02'10''$ West, a distance of 79.89 feet;

Thence, South $89^{\circ}58'18''$ East, a distance of 78.00 feet;

EXHIBIT 4B

Thence, South 00°00'36" West, a distance of 79.95 feet;

Thence, North 89°55'38" West, a distance of 77.93 feet to the Point of Beginning.

Containing 0.143 Acres, more or less.

Exception B

All that property described as "Tank Site No. 804" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, North 18°24'30" West, a distance of 263.84 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 18°10'05" East, a distance of 276.73 feet;

Thence, South 71°48'29" East, a distance of 146.44 feet;

Thence, South 18°10'43" West, a distance of 276.46 feet;

Thence, North 71°55'01" West, a distance of 146.39 feet to the Point of Beginning.

Containing 0.930 Acres, more or less.

Exception C

All that property described as "Beta Area Well Site 'A'-805" in Book 820917 at Page 1513 in the Official Records of Sacramento County, being in the City of Rancho Cordova, County of Sacramento, State of California, and more particularly described as follows:

Commencing at the southerly most common corner of the property described in Book 20011130 at Page 1431 and Book 20080221 at Page 779 in the Official Records of Sacramento County, said point also being the southerly most common corner between

EXHIBIT 4B

Lot A and Lot B per the Lot Line Adjustment, Resolution No. 97-BLS-0637 as recorded in Book 19971118 at Page 807 in the Official Records of Sacramento County;

Thence, from the Point of Commencement, North 00°22'20" East, a distance of 2290.81 feet along the common line between said properties;

Thence, North 26°40'21" East, a distance of 268.14 feet to the Point of Beginning;

Thence, from the Point of Beginning, North 00°02'08" East, a distance of 79.98 feet;

Thence, North 89°57'06" East, a distance of 70.00 feet;

Thence, South 00°00'09" East, a distance of 80.01 feet;

Thence, South 89°58'15" West, a distance of 70.05 feet to the Point of Beginning.

Containing 0.129 Acres, more or less.

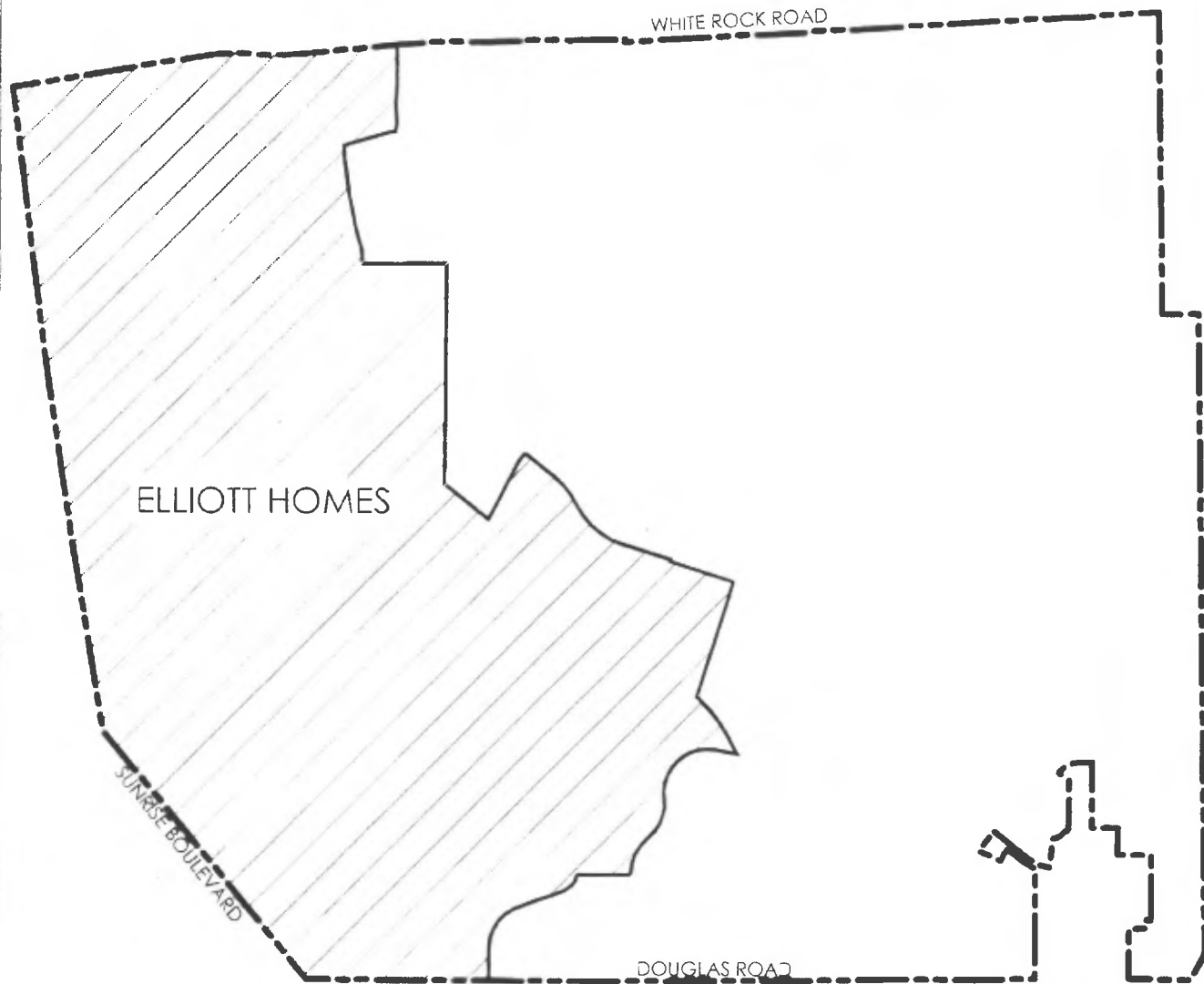
End of Legal Description

EXHIBIT 4B

EXHIBIT 2: LANDOWNER'S PROPERTY - MAP

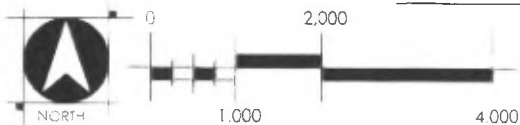
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

- RIO DEL ORO PROJECT BOUNDARY
- ▨ ELLIOTT HOMES PROPERTY



WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3301 C St, Bldg. 100-8 Tel 916.341.7760
 Sacramento, CA 95816 Fax 916.341.7767

SHEET 1 OF 2

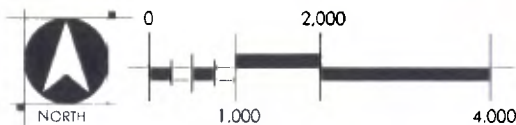
EXHIBIT 4B

EXHIBIT 3: RHNA ACREAGE
RIO DEL ORO
 CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

-  RIO DEL ORO PROJECT BOUNDARY
-  RHNA ACREAGE



WOOD RODGERS
 DEVELOPING INNOVATIVE DESIGN SOLUTIONS
 3301 C St, Bldg. 100-B Tel 916.341.7780
 Sacramento, CA 95816 Fax 916.341.7787

EXHIBIT 4B

EXHIBIT 4: IDENTIFIED SITES (ELLIOTT HOMES)

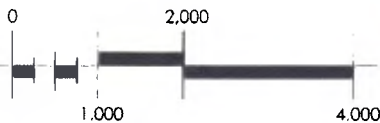
RIO DEL ORO

CITY OF RANCHO CORDOVA, CALIFORNIA



LEGEND

-  RIO DEL ORO PROJECT BOUNDARY
-  IDENTIFIED SITES



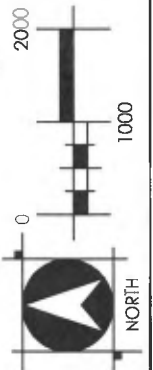
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 Sacramento, CA 95816 Fax 916.341.7767

SHEET 1 OF 2

\\woodrogersinc\Production\NOA\Area\1000-A\1002-Building\Model\RioDelOro-CA\Planning\Exhibits\Housing Agreement Exhibits\Ex-4_RIO_HOMES-4.dwg 8/22/2016 2:43 PM Brenda Taylor



NOTE
OPEN SPACE PRESERVE LANDS ARE THOSE IDENTIFIED AS WETLAND PRESERVES UNDER RIO DEL ORO'S LAND USE CATEGORIES.



**EXHIBIT E
INCENTIVE PERIOD EXACTIONS**

	Incentive Period Fee Exaction *
Community Places Fee	\$ 1,257.00
Library Fee	424.00
Park Development Fee	8,998.00
Transportation Fee	15,176.00
Park Renovation Fee	-
Affordable Housing Fee **	4,557.00
	<u>\$ 30,412.00</u>

** Fees based on a Single Family and Medium Density Residential Unit*

*** Affordable Housing Fee remains fixed during Incentive Period*

The map shows a complex arrangement of land parcels. Key streets include White Road, Rock Road, Douglas Road, and Sunrise Boulevard. Centennial Drive and Americanos Boulevard are also prominent. The map is divided into numerous lots, each with a unique identifier and a set of abbreviations (e.g., 1 SF, 2 SF, 3 SF, 4 SF, 5 MP, 6 SF, 7 PARK, 8 ES, 9 SF, 10 MS, 11 & 12 MD, 13 SF, 14 SF, 15 ES, 16 PARK, 17 OS, 18 MD, 19-A MD, 20-DP, 21, 22 BP, 23 RTC, 24 BP, 25-A MP, 25-D MP, 25-C MP, 25-B CP, 26, 27, 28, 29, 30 OS/P, 31 BP, 32 PARK, 33 HD, 34 MD, 35 SF, 36-A & 37 SF, 38 VC, 39-A MD, 39-3 SF, 40 HD, 41 PARK, 42 ES, 43 SF, 44 PRIVATE RECREATION, 45 SF, 46 MID, 47 SF, 48 SF, 49 SF, 50 ES, 51 PARK, 52 SWD, 53 HD, 54 SF, 55 SF, 56 PARK, 57 SF, 58-A CP, 58-B CP, 58-C DP, 58-D DP, 58-E DP, 59 MD, 60 HS/MS, 61 P/O, 62 LTC, 63 MP, 64 MD, 65 HD, 66 MD, 67 SF, 68 BP, 69 BP, 70 SWD, 71 MP, 72 MP, 73 BP, 74 MP, 75 MD, 76 ES, 77 PARK, 78 SF, 79, 80 PARK, 81 ES, 82 & 92B SF, 83 VC, 84 IID, 85 SF, 86 SF, 87 HD, 88 RTC, 89 SWD, 90 MD, 91-DP, 92-A MD, 92-C MD, 93 HD, 94 RTC, 95 WETLAND PRESERVE, 96 WETLAND PRESERVE, 97 WETLAND PRESERVE, 98-DP, 99, 100, 101-A DP, 101-B DP, 102-DP, 103-DP, 104-DP, 105-DP, 106 GREENBELT, 107 GREENBELT, 108 GREENBELT, 109 GREENBELT, 110-DP, 111 OS). The map also shows various parks and wetland preserves, including Centennial Drive Future Centennial Drive Extension, Americanos Boulevard, and Sunrise Boulevard. A dashed line indicates a proposed subdivision or boundary.



DEDICATED PARKS INCLUDE PARKS AND COMMUNITY PARKS ONLY.



Technical Memo

WOOD RODGERS
ENGINEERING • PLANNING • MAPPING • SURVEYING

Job No.: 1032.046

To: Elizabeth Sparkman, Allen Quynn (City Rancho Cordova)
cc. Price Walker, Elliott Homes, Michael LaFortune, Easton
From: Tim Crush, PE, CFM
Date: 3/24/16

☐ Meeting/Phone Summary
☐ For Your Information
☒ Other: Design Documentation

Re: Rio Del Oro-Sunrise Boulevard Existing Flooding

INTRODUCTION

Wood Rodgers (WR) has prepared this Technical Memo (TM) to document the design analysis completed to-date on the Rio Del Oro (RDO) project with regard to the existing flooding at Sunrise Boulevard. The proposed facilities that have been identified to reduce the existing flooding at Sunrise Boulevard and how the RDO project can satisfy the Conditions of Approval (COA) and Development Agreement (DA) requirements to reduce the existing flooding impacts at Sunrise Boulevard by one third (1/3).

REFERENCES

WR as the project engineer for the Rio Del Oro (RDO) project prepared several drainage studies/analysis. These include the following documents which are herein referenced:

1. Rio Del Oro Master Drainage Study, August 5, 2005 (RDODMP); the drainage study submitted for specific plan (SP).
2. Drainage Alternatives Addendum October 25, 2005 (DAA); additional drainage analysis of the three offsite drainage outfalls between RDO and the Folsom South Canal submitted in support of the SP.
3. Rio Del Oro North Offsite Channel Alternatives Analysis, April 2006 (RDONOCOA); additional drainage analysis to identify improvements that reduce existing flooding at Sunrise Boulevard in support of the SP.
4. Rio Del Oro Master Drainage Study Update, June 9, 2014 (RDOMDSU); identifies changes in drainage requirements since the 2005 and how they will be addressed in support of the current Specific Plan Amendment.

BACKGROUND

The RDODMP (reference 1) identifies that the existing outfalls downstream of the RDO project that cross the Folsom South Canal (FSC, 3 over-chutes and 1 siphon) are not large enough to handle the existing predevelopment 100-year flows. The RDO proposed drainage system will construct drainage facilities onsite that will attenuate and detain storm water flows to below predevelopment levels including miles of drainage parkways that vary in width from 65 to 375 feet, three detention basins and two drainage pump stations. The proposed drainage facilities reduce post project flows offsite below existing conditions therefore the RDO project does not adversely impact the pre-existing Sunrise Boulevard flooding.

The DAA (reference 2) analysis included a HEC-1 model of the North Channel between RDO and the FSC. Sunrise Boulevard floods at the North Channel under both existing and proposed conditions. The proposed condition post RDO developing results in a decrease in flooding at Sunrise Boulevard due to the detention provided onsite of RDO which reduces downstream flows below existing conditions.

The RDONOCOA (reference 3) provided further refinements to the modeling prepared in DAA for the North Channel at Sunrise Boulevard and analyzed proposed improvements to the North Channel that would reduce flooding at Sunrise Boulevard. The analysis showed that the maximum depth of flooding at Sunrise Boulevard under the existing condition is approximately four (4) feet and that post development of the RDO project the flow reductions due to the onsite RDO drainage facilities resulted in the reduction in the maximum depth of flooding at Sunrise Boulevard. The proposed improvements analyzed and resulting reduction in maximum flood depth at Sunrise Boulevard were identified as follows:

1. RDO Post Development Flow Reduction + Replace existing culverts at Sunrise with 2 ea. 10'x 4' box culvert-reduces flood depth approximately 2 feet.
2. RDO Post Development Flow Reduction + Culvert replacement (item 1 above) + increase storage of existing detention basin at FSC + low flow pump-reduces flood depth approximately 3 feet.

WR has recently completed preliminary modeling of the North Channel utilizing TUFLOW modeling software which incorporates updated topographic information, revised drainage shed delineation and updated on site drainage facilities. The preliminary results are favorable and indicate the post development flows from RDO may reduce the existing flooding at Sunrise Boulevard by one+ (1+) feet.

MEETING WITH CITY OF RANCHO CORDOVA & RDO PROJECT TEAM**EXHIBIT 4B**

On March 1, 2016 the City of Rancho Cordova (Elizabeth Sparkman, Allen Quynn), city consultant (Mark Kubik-West Yost) and RDO project team (Price Walker- Elliott Homes, Michael LaFortune-Easton and Tim Crush-Wood Rodgers) met to discuss the RDO COA and DA requirements regarding reducing existing flooding at Sunrise Boulevard. The COA/DA currently requires the following:

- The Project shall be required to participate in drainage improvements along Sunrise Blvd. This will be determined through continuing consultation with Department of Public Works. If the Project designs the onsite drainage system to decrease the overall peak rate of runoff from the site that drains offsite to the north outfall at Sunrise Boulevard, the drainage facilities constructed onsite, may be considered the Project's fair share to the offsite drainage solution. Decreasing the existing flood depth at the Sunrise Boulevard drainage crossing by approximately one third would satisfy this condition. The design and construction of these improvements are to be concurrent with the improvements shown in the drainage study prepared by Wood Rodger dated 2006.

RDO onsite drainage facilities that will decrease the overall peak rate of runoff from the site that drains offsite to the north drainage outfall at Sunrise Boulevard include the following:

1. Onsite runoff reduction measures consistent with hydro-modification standards of the Sacramento Region Stormwater Quality Design Manual.
2. Drainage parkways, open space, landscape corridors and park areas that promote detention, retention and runoff reduction.
3. Detention basins that promote detention, retention and runoff reduction.
4. Drainage pump stations that limit peak discharge downstream offsite.

If the RDO project does not reduce the existing flooding at Sunrise Blvd by one third (1/3), then participation in drainage improvements along Sunrise Blvd can be satisfied by a fair share financial contribution to offsite improvements to be constructed by the City of Rancho Cordova that reduce the existing flooding at Sunrise Blvd by one third (1/3). Improvements that reduce the existing flooding at Sunrise Blvd could include the following:

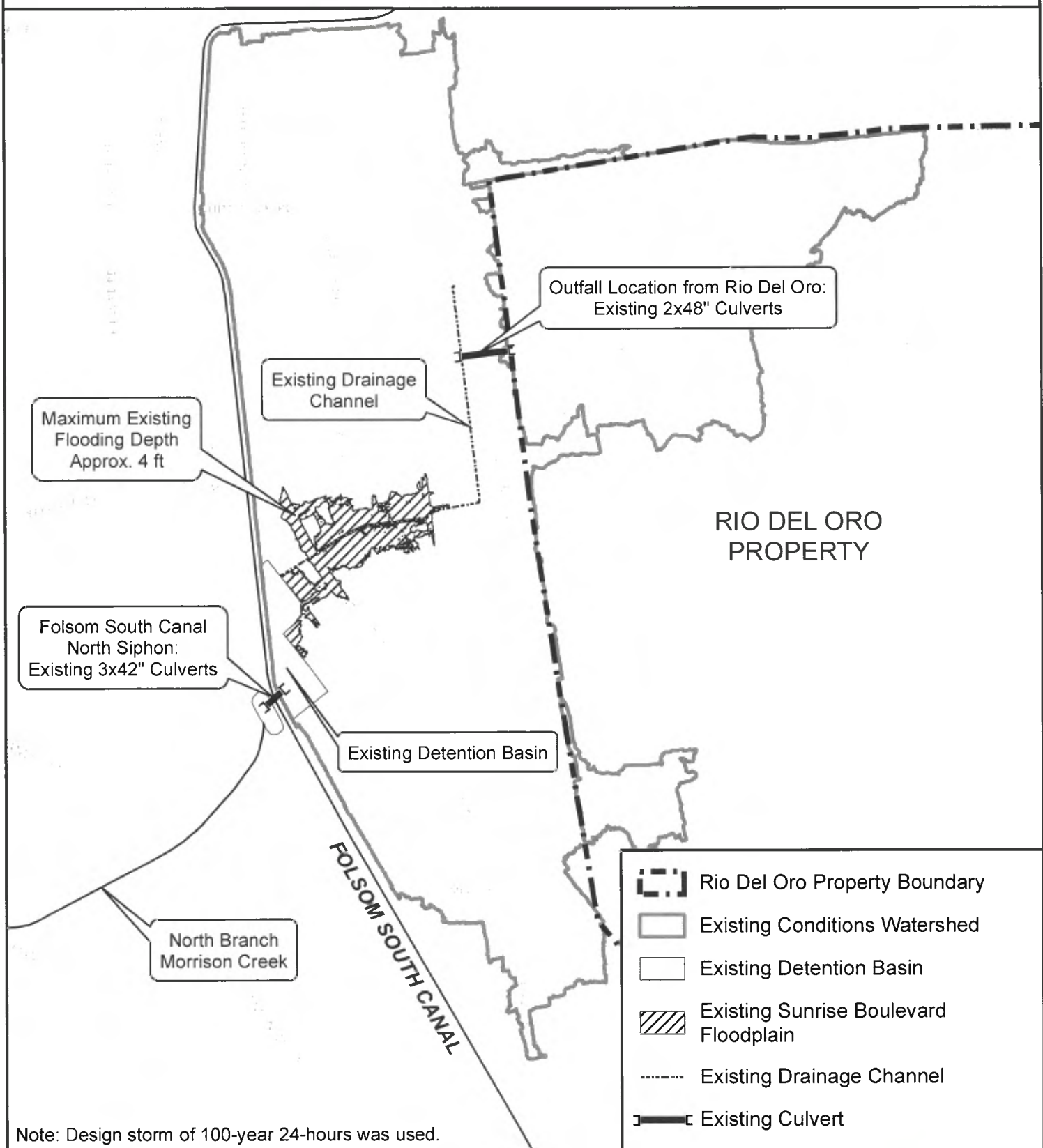
1. Replacing or adding additional culverts at Sunrise Blvd.
2. Increase storage at the existing detention basin at FSC.
3. Realign, widen or modify existing drainage channels or drainage facilities.
4. A drainage pump station at the existing detention basin at FSC.
5. Raise or modify Sunrise Blvd.

SUMMARY & RECOMMENDATIONS

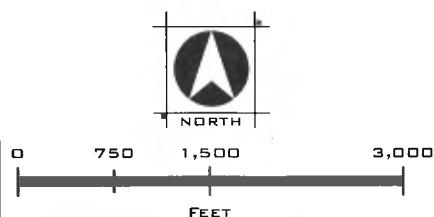
The development of the RDO project consistent with the existing drainage study reduces offsite storm drainage flows resulting in a reduction of the existing flooding at Sunrise Boulevard. The RDO project will continue to analyze the RDO project's offsite storm drainage discharge during final design in consultation with the Department of Public Works with the goal of reducing existing flooding at Sunrise Boulevard by one third (1/3). Should the final design of the RDO project not achieve a one third (1/3) reduction of the existing flooding at Sunrise Boulevard then a fair share contribution to a City project that reduces the existing flooding at Sunrise Blvd by one third (1/3) will satisfy the COA/DA conditions.

EXHIBIT G: SUNRISE FLOODING-EXISTING CONDITIONS

EXHIBIT 4B



- Rio Del Oro Property Boundary
- Existing Conditions Watershed
- Existing Detention Basin
- Existing Sunrise Boulevard Floodplain
- Existing Drainage Channel
- Existing Culvert



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

SUNRISE BOULEVARD

EXHIBIT I

FORM OF ASSIGNMENT

OFFICIAL BUSINESS

Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO _____

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Agreement") is entered into this _____ day of _____ 2010, by and between _____, a _____ (hereinafter "Elliott"), and _____, a _____ (hereinafter "Assignee").

RECITALS

On September 21, 2010, the City of Rancho Cordova and Elliott entered into that certain agreement entitled "Tier 1 Development Agreement By and Between the City of Rancho Cordova and Relative to the Development Known as Rio Del Oro" (hereinafter the "Development Agreement"). On _____, 2016, the City of Rancho Cordova and Elliott entered into that certain agreement entitled "Amended and Restated Development Agreement By and Between the City of Rancho Cordova and Elliott Relative to the Development Known as Rio Del Oro" (hereinafter the "Amended and Restated Development Agreement"; collectively the two agreements shall be referred to as the "Development Agreements"). Pursuant to the Development Agreements, Elliott agreed to develop certain property more particularly described in the Development Agreement (hereinafter, the "Subject Property"), subject to certain

EXHIBIT 4B

conditions and obligations as set forth in the Development Agreements. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2010, as Instrument No. 2010-_____. The Amended and Restated Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on _____, 2016, as Instrument No. 2016-_____.

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

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

ASSIGNMENT AND ASSUMPTION

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

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

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

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

EXHIBIT 4B

The Notice Address described in Section 27 of the Amended and Restated Development Agreement for the Assignee with respect to the Assigned Parcel shall be:

Attn: _____

[Signatures follow on next page]

EXHIBIT 4B

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

ELLIOTT:

ASSIGNEE:

_____,
a

_____,
a

By:

By:

Print
Name: _____
Title: _____

Print
Name: _____
Title: _____

2692429.3

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
General Plan Land Use Element Policies	Consistency	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 and proximity of jobs to housing and commercial services. (Further implemented through Action LU.1.3.2)	Yes	As described in Section 3.2, the project is expected to result in an improved jobs housing ratio than what current exists and is generally consistent with the City's General Plan in regards to the mix of residential and nonresidential land uses. Additionally, the project area includes retail, commercial, and industrial uses interspersed with residential uses; thereby providing jobs within proximity to housing.
Policy LU.1.6 Ensure adequate provisions for development of civic uses (public/quasi-public). (Further implemented by Action LU.1.6.1)	Yes	The proposed project includes the designation of public uses including public schools, parks (e.g., community park), and other public or quasi-public uses. Additional civic uses, such as hospitals, are listed as allowed uses in other zoning designations as well.
Policy LU.1.9 The City shall require development to protect one acre of existing farmland of equal or higher quality for each acre of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance that would be converted to non-agricultural uses. This protection may consist of the establishment of farmland conservation easements, farmland deed restrictions, or other appropriate farmland conservation in perpetuity, but may also be utilized for compatible wildlife conservation efforts. The farmland to be preserved shall be located within Sacramento County and must have adequate water supply to support agricultural use. As part of the consideration of land areas proposed to be protected, the City shall consider the benefits of preserving farmlands in proximity to other protected lands.	Yes	The project site does not include any Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, no protection of existing farmland is required and the proposed project is consistent with this policy.
Policy LU.2.1 Ensure future land use and growth within the Planning Area adheres to the City's eight smart growth principles, as described in this Element. <i>Smart growth principles that apply to the proposed project are:</i> • <i>Transportation Choices</i>	Yes	The proposed project impacts the seven applicable Smart Growth Principles as follows: • <i>Transportation Choices</i> - In addition to major roads planned throughout the project, transit opportunities are provided along those roads. Additionally, the project has proposed pedestrian/bicycle path network for the site. • <i>Housing Choices</i> - The proposed project includes a mix of high, medium, and low-density residential land uses, providing choices for future residents in the area of density and ultimately

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
• <i>Housing Choices</i> • <i>Integrated (Mixed) Land Uses</i> • <i>Compact Urban Development</i> • <i>Walkable Neighborhoods</i> • <i>Preservation/Integration of Natural Resources</i> • <i>Quality Design/Sense of Place</i>		home size and price. • <i>Mixed Land Uses</i> - The proposed project includes residential, commercial, office, and industrial land uses. • <i>Compact Urban Development</i> - The proposed project is designed with commercial land uses surrounded by residential uses and connected by both roads and pedestrian/bicycle paths. Neighborhoods within the proposed project are consistent with the building blocks concept of the City and are therefore clustered and compact. • <i>Walkable Neighborhoods</i> - Residential land uses in the proposed project are clustered around transit and commercial opportunities, fostering a walkable community and serving to create compact residential areas. • <i>Preservation/Integration of Natural Resources</i> - The proposed project includes a 507-acre wetland preserve in the southern portion of the project. The project would also include additional open space associated with project drainage improvements and habitat preservation for VELB. • <i>Quality Design/Sense of Place</i> - The final design of structures within the proposed project will be subject to the Rio del Oro Specific Plan Design Guidelines.
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 proposed project (a specific plan) includes an extensive network of sidewalks and off-roadway pedestrian trails with interconnection with planned development, consistent with the General Plan.
Policy LU.2.6 Discourage the over concentration of retail shopping facilities in a single location in order to ensure neighborhood services are distributed and integrated into the City's neighborhoods and that market demand is met without diminishing the viability of nearby commercial properties with the same customer base. (Further implemented by Action LU.2.6.1)	Yes	The proposed project includes Regional and Local Town Centers in several locations within the project area as well as Village Commercial areas, consistent with the City's Building Blocks Concept and the General Plan. The General Plan's designation, location and size of retail land uses within the Specific Plan area were based on technical analysis contained in the General Plan Proforma.
Policy LU.3.4 Consult with state and federal regulatory and resource	Yes	Responsible State and federal regulatory and resource agencies were contacted during the design of the proposed project as well as during

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
agencies during initial review of development projects to identify potential environmental conflicts and establish, if appropriate, concurrent application processing schedules.		the preparation process for the EIR/EIS. Additionally, the lead agency for the EIS is the U.S. Army Corps of Engineers, a major stakeholder in the project. Additional input was obtained during the formal public review period for the Draft EIR/EIS.
Policy LU.3.5 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 opportunities arise.	Yes	The proposed project includes the provision of a community park, seven public parks, a private recreation site and passive recreation features associated with proposed drainage facilities (e.g., trails), which have involved close coordination with the Cordova Park and Recreation District.
Policy LU.3.9 Ensure that land uses adjacent to or near Mather Airport are subject to the location, use, and height restrictions of the most recently adopted CLUP at the time of development consideration, except when the CLUP is under an update process. In the circumstance of a CLUP update, coordinate with the County in the review of development projects to determine the most appropriate development restrictions for the continued operation of the airport.	Yes	Industrial uses within the proposed project were purposefully sited within the approach path and corresponding 60 CNEL noise contours for Mather Airport that have been identified by the County. Industrial uses do not constitute sensitive receptors for noise issues. All other areas of concern in the CLUP would not be impacted by the proposed project. City coordination with and participation in the CLUP update process for Mather Airport is ongoing and includes consideration of the proposed project. The City has seen advance versions of the possible modifications to the existing 60 CNEL noise contours that might come out of the CLUP update and has avoided the inclusion of any noise-sensitive land uses within these possible corridors.
General Plan Urban Design Element Policies	Consistency	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. (Further implemented by Actions UD.1.3.1, UD.1.3.2 and UD.1.3.3)	Yes	See discussion under Policy LU.2.4 above for information on the walkability of the proposed project. The proposed project design meets the letter and intent of this 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 includes single family residential, medium density residential, and high density residential.
Policy UD.1.5 Develop vibrant urban cores (village centers and local town centers) as the primary activity centers of each	Yes	See discussion under Policy LU.2.6 above.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
district within the City		
Policy UD.2.1 Require new development and redevelopment areas to be designed in accordance with the City's building blocks concept.	Yes	See discussion under Policy LU.2.6 above.
Policy UD.2.2 Redefine Rancho Cordova as a mixed-use community with vibrant, livable neighborhoods and pedestrian development.	Yes	See discussion under Policy LU.2.4, Policy LU.2.6, and Policy UD.1.4 above.
Policy UD.2.6 Create streetscape designs with themes that are oriented toward and inviting to pedestrians and cyclists and that are unique in character to a district, corridor, or area within the City. (Further implemented by Action UD.2.6.5)	Yes	The proposed project includes an extensive network of pedestrian trails and paths (See discussion under Policy LU.2.4 above) as well as bicycle lanes and paths. The Specific Plan and proposed Rio del Oro Design Guidelines includes details on the design and location of these paths, providing a unique visual character.
Policy UD.3.1 Ensure quality design of new development and redevelopment with an integrated development style. (Further implemented by Actions UD.3.1.2 and UD.3.1.3)	Yes	The Specific Plan and proposed Rio del Oro Design Guidelines include guidance as to the architectural design of buildings in the project area, thereby establishing a cohesive style for the project area.
Policy UD.3.3 Promote the incorporation of public spaces and pedestrian amenities into all commercial and mixed-use projects. (Further implemented by Actions UD.3.3.2 and UD.3.3.3)	Yes	See discussion under Policy UD.2.6 and Policy LU.3.5 above. As the proposed project includes extensive pedestrian and bicycle amenities and public spaces such as parks and schools, the proposed project is consistent with this policy.
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 proposed project was designed consistent with the General Plan and would integrate with planned development to the south of the proposed project and includes buffering from existing industrial uses to the west of the site. The character of development within the proposed project is in-line and consistent with land uses under development to the south and development planned by the City to the north and east. The character of the proposed project will be guided by the City's adopted Design Guidelines, the Specific Plan, and proposed Rio del Oro Design Guidelines.
General Plan Economic Development Element Policies	Consistency	Analysis

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
Policy ED.1.1 Ensure that an adequate supply of land is designated for future development of an economically viable and livable community. (Further implemented by Action ED.1.1.1)	Yes	The proposed project's land use mix is consistent with the General Plan land use provisions for the Rio del Oro Planning Area and includes large areas for retail and employment uses. Retail locations are generally consistent with the market analysis and retail strategy conducted for the General Plan.
Policy ED.1.4 New industrial uses using large amounts of material and with low employment densities, such as warehousing, should generally be directed toward the Highway 16 corridor and areas constrained by the overflight path.	Yes	Industrial uses within the proposed project, which could include uses such as those described in this policy, will be limited to the overflight path from Mather Airport.
Policy ED.1.8 Provide a variety of housing types in Rancho Cordova to support a diverse economy, including workforce housing, move-up housing and executive housing.	Yes	As identified in the Rio del Oro Specific Plan Land Use Plan, the proposed project includes single-family residential, medium-density residential, and high-density residential that meets the intent of this policy.
Policy ED.2.1 Provide a mix of neighborhood retail, community retail, regional retail and specialty retail to serve Rancho Cordova and surrounding communities to achieve the recommendations outlined in the City's Retail Strategy. (Further implemented by Action ED.2.1.1)	Yes	See discussion under Policy LU.2.6 above.
Policy ED.2.3 Strategically locate regional retail properties to take advantage of the local and regional transportation corridors (e.g., Highway 50, State Route 16, light rail, etc.) and integrate local retail and services into neighborhoods. (Further implemented by Action ED.2.3.1)	Yes	Retail within the proposed project is located along Rancho Cordova Parkway, Sunrise Boulevard and Americanos Boulevard. Rancho Cordova Parkway will eventually connect directly to US-50. Additionally, the proposed project includes a roadway system that connects southward to Douglas Road and Sunrise Boulevard. Sunrise Boulevard leads directly to SR-16. Transit planned for the proposed project would provide access to Light Rail at the Sunrise Station. Neighborhoods within the proposed project are all served by local retail uses (village and local town centers).
General Plan Housing Element Policies	Consistency	Analysis
Policy H.1.1 Improve the City's jobs-housing balance through ensuring that housing development in Rancho Cordova provides opportunities for all income levels in order to serve the full range of available and projected jobs in the City.	Yes	The proposed project includes single-family low-density residential, medium-density residential, and high-density residential. The range of housing densities will provide both for sale and rental opportunities in a wide range of housing types for different income levels and to house the City's workers.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
Policy H.1.2 Maintain adequate sites that support a range of housing types appropriate for the city's housing needs, taking into account employment projections, household growth, and the City's share of regional housing needs. (Further implemented by Action H.1.2.1)	Yes	Action H.1.2.1 requires that 5% of the residential acreage be designated for >10du/ac and 5% of the residential acreage be designated for >30 du/ac. The proposed project currently provides 13.7% of the residential acreage for medium density residential (6.1 – 18 du/ac) and 5.2% of the residential acreage for high density residential (18.1 – 40 du/ac). Specific Plan text clarifies that a minimum 5% of the land designated for residential uses will be developed at a minimum of 10 du/ac and that a minimum 5% of the land designated for residential uses will be developed at a minimum 30 du/ac. Consistent with action H.1.2.1, if subsequent development occurs at densities higher than those minimum densities, the corresponding acreage for remaining development at the minimum density can be reduced.
Policy H.1.3 Promote a broader range of housing options for executives. (Further implemented by Action H.1.3.1)	Yes	Specific Plan Exhibit 3-3 identifies candidate locations for executive housing and Development Standards and Design Guidelines includes specific standards for executive lot, single family residential development.
Policy H.1.4 Promote higher density housing in close proximity to transit, employment, and appropriate services, such as transit-oriented development.	Yes	See discussion under Policy H.1.1 above. Higher density residential within the project area is located near proposed commercial and employment centers within the project and along roadways identified for transit service (i.e., Rancho Cordova Parkway).
Policy H.1.5 Developers of new residential projects within the newly developing areas of the City (generally in the large, vacant areas south of Highway 50) shall prepare an Affordable Housing Plan (Plan) for the project for City review and approval that identifies the project's plan for providing affordable housing. (Further implemented by Action H.1.5.1 with guidelines provided in Policy H.1.6)	Yes	With regard to the Tier One approvals, City staff has evaluated the Rio del Oro land use plan under the Specific Plan and determined that there are adequate high density residential sites to accommodate affordable housing within the project. An Affordable Housing Plan is required as part of the Tier Two Entitlements for the Project (in conjunction with the required Financing Plan, Phasing Master Plan) which will set forth the specific program for compliance with this policy which may include payment of fees for affordable housing.
Policy H.1.6 The City has established the following guidelines to provide direction for the review of Affordable Housing Plans associated with individual development projects and to provide direction for the preparation of an Affordable Housing Ordinance if one is to be developed. If an Affordable Housing Ordinance is adopted, the City shall review this policy and the following actions for consistency	Yes	See discussion under Policy H.1.2 and Policy H.1.5 above and Action H.1.6.1 below.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
and shall amend the General Plan as necessary to maintain consistency.		
Action H.1.6.1 - The Affordable Housing Plan shall be approved in conjunction with the earliest stage of project entitlement, typically with the City Council approval of the Specific Plan, Development Agreement, or other primary land use entitlement.	Yes	The Tier One Entitlements for the Project require approval of an Affordable Housing Plan as part of the Tier Two Entitlements and prior to the commencement of development of the Project. Most development in the City has historically occurred with a single tier or step of major land use planning in which a specific plan, comprehensive development agreement, a detailed financing plan, a phasing plan and housing agreement are all simultaneously approved as the first stage of project entitlement. The requirement for approval of the Project Affordable Housing Plan as part of the Tier Two Entitlements for this project is consistent with this policy because other primary entitlements that are related to the Affordable Housing Plan are required as part of the Tier Two Entitlements, such as the Financing and Phasing Plan. In addition, no physical development of the property can occur until the Affordable Housing Plan is approved by the City..
Policy H.4.1 Ensure that neighborhoods are developed in a balanced, sustainable manner, avoiding over-concentration of affordable housing or over-sized rental complexes and providing a range of housing prices and rents. (Further implemented by Action H.4.1.2)	Yes	As identified in the Rio del Oro Specific Plan Land Use Plan, higher densities of housing within the project are interspersed with lower density residential, avoiding over concentration. Additionally, the Rio del Oro development standards and design guidelines allow second dwelling units in most of the single family residential designations and some of the medium density residential areas.
Policy H.4.5 Ensure that adequate parking is available in multi-family rental properties, condominiums, townhomes, and senior facilities.	Yes	Multi-family residential parking standards listed in the Rio del Oro Development Standards and Design Guidelines are consistent with the current standards in the City zoning code.
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	See discussion under Policy H.1.1 above. Higher density residential development is included within the proposed project and is typically associated with townhomes and other multi-family homes as well as small lot detached homes.
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-	Yes	Development and subsequent projects under the Rio del Oro Specific Plan will be required to comply with recently adopted changes to Title 24 of the California Code of Regulations regarding energy efficiency during future planning review by the City. The Rio del Oro Air Quality

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
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. (Further implemented by Actions H.6.1.1 and H.6.1.4)		and Emissions Reduction Plan also includes energy reduction measures that would be applied to future development of the site.
General Plan Circulation Element Policies	Consistency	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. (Further implemented by Actions C.1.1.1 through C.1.1.5)	Yes	The Rio del Oro Specific Plan Circulation Plan (Exhibit 4-2) is consistent with the General Plan Roadway System and Sizing Diagram.
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. (Further implemented by Actions C.1.2.1 and C.1.2.2)	Yes, With Mitigation	The analysis included in Section 3.14 of this EIR/EIS utilized LOS D as the minimum acceptable level of service for roadways analyzed in the section and identifies feasible mitigation measures to reduce the project's impact to City roadway facilities as well as identifies where maintaining LOS D is not feasible, and/or would conflict with other City goals. The project design provides for new roadway connections and additional trail, bike and transit facilities to promote non-vehicular transportation. The Specific Plan land use mix also provides for residential, retail, employment, and public (parks) uses within close proximity that would reduce length of vehicle miles traveled and internalize project traffic.
Policy C.1.5 Design the circulation system serving the City's industrial areas to safely accommodate heavy truck traffic.	Yes	Industrial uses within the project area are located adjacent to Rancho Cordova Parkway, a major thoroughfare through the project connecting development south of the project area with planned development to the north. This roadway will be capable of handling heavy truck traffic. The roadways within the proposed project (e.g., International Drive) also allow for direct connections to Sunrise Boulevard, another roadway capable of handling heavy truck traffic.
Policy C.1.7 Require the installation of traffic pre-emption devices for emergency vehicles (police and fire) at all newly constructed intersections and seek to retrofit all existing intersections to incorporate these features.	Yes	The Specific Plan requires the installation of traffic pre-emption devices on all signalized intersections within the project area. Therefore, the proposed project is consistent with this policy.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
Policy C.1.9 In an effort to reduce automotive traffic and increase the use of other travel modes, support the use of trip reduction programs. (Further implemented by Actions C.1.9.1 and C.1.9.2)	Yes	See analysis above for Policy C.1.2. The Rio del Oro Air Quality and Emissions Reduction Plan also includes the project's participation in a Traffic Management Association.
Policy C.2.1 Create a system of on- and off-street trails and multi-use paths, as generally illustrated on Figure C-2, that are used for walking and bicycling and that are attractive, natural, and safe transportation corridors.	Yes	The proposed project includes a bike and trail plan that provides for an extensive trails network. Many of these trails are located in greenbelts, landscaped parkways, and along open space corridors within the proposed project. Additional circulation features for pedestrians and bicycles are also planned along major roads within the project with enhanced roadway crossings for improved safety.
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	Transit is planned for Rancho Cordova Parkway within the project area. The planned trails system and bike lanes within the proposed project would allow for pedestrian connections to potential transit stops within the site as well as with residential, retail and employment uses.
Policy C.2.3 In designing development projects, design for the pedestrian first. (Further implemented by Actions C.2.3.1 through C.2.3.3)	Yes	See discussion under Policy C.2.1 and Policy C.2.2 above.
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. (Further implemented by Actions C.2.4.1 and C.2.4.2)	Yes	All roadways within the project area include sidewalks that are subject to the City's requirements for width, as stated in the Design Guidelines for the City and enforced during Design Review and Public Works review of subsequent projects within the proposed project area.
Policy C.2.5 Provide safe and convenient bicycle access to all parts of the community. (Further implemented by Actions C.2.5.1 through C.2.5.6)	Yes	See discussion under Policy C.2.1 and Policy C.2.2 above.
Policy C.2.6 Provide on-street bike lanes along all connector roadways	Yes	See discussion under Policy C.2.1 and Policy C.2.2 above.

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
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.		
Policy C.3.3 Promote the integration of transit facilities into new development. (Further implemented by Actions C.3.3.1 and C.3.3.2)	Yes	See discussion under Policy C.2.2 above. The specific plan itself does not call for transit facilities within the project area. The Transit System Map identifies a transit route along Rancho Cordova Parkway within the proposed project. The proposed project does not include any characteristics that would impede establishment of such a transit route.
Policy C.5.2 Require proposed new development projects to analyze their contribution to increased traffic and to implement improvements necessary to address their impact on facilities not covered by a fee program.	Yes, with Mitigation	Analysis and mitigation (where possible) of the traffic related impacts of the proposed project are included in this EIR/EIS in section 3.14. This mitigation is designed to address the project's impact on transportation facilities.
General Plan Open Space, Parks, and Trails Element Policies	Consistency	Analysis
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. (Further implemented by Actions OSPT.1.1.1 through OSPT.1.1.3)	Yes	The proposed project would meet the City's minimum standards for parkland dedication of 5 acres per 1000 population. It should be noted that the High Density Alternative would not be consistent with this policy.
Policy OSPT.1.3 Encourage park development adjacent to school sites and other compatible uses (public and private) for enhanced civic space and integration into the community. (Further implemented by Actions OSPT.1.3.1 and OSPT.1.3.2)	Yes	All school sites and designated Public/Quasi Public sites within the proposed project are situated immediately adjacent to a park.
Policy OSPT.1.6 Provide sports and recreation facilities sufficient to attract regional sporting events. (Further implemented by Actions OSPT.1.6.1 and OSPT.1.6.2)	Yes	The proposed project includes a community park site that is planned to include sport facilities that could attract regional sporting events. In addition, the proposed Specific Plan would allow for the development of a sports complex within the "MP" land use designations on the site.
Policy OSPT.2.1	Yes	The project provides publicly accessible open space consistent with General Plan Action OSPT.2.1.2 that requires Mandatory Open Space

RIO DEL ORO PROJECT CONSISTENCY WITH CITY OF RANCHO CORDOVA GENERAL PLAN		
Review all proposals for new residential development to ensure compliance with the City's minimum open space standards.		in the amount of 1.75 acres per 1,000 residents. Additionally, Action OSPT 2.1.5 has been implemented throughout the proposed project site with the incorporation of greenbelts and landscape corridors.
Policy OSPT.2.3 Maximize the potential benefits of natural resource mitigation lands within urban development. (Further implemented through Actions OSPT.2.3.1 and OSPT.2.3.2)	Yes	The wetland 507-acre preserve/mitigation bank in the southern portion of the project area not only provides mitigation but also a benefit to the visual quality for the site. Trails are planned along the perimeter of the preserve (outside the actual preserve area) in order to increase the aesthetic value of the preserve (See exhibit 2-13 of the Draft EIR/EIS for a description of the Bikeway and Trails Plan).
Action OSPT.2.3.1: - Encourage projects to accomplish the following: Align roads and public spaces to take advantage of vistas over mitigation lands; Site publicly accessible trails adjacent to the boundaries of mitigation lands to take advantage of the open character and uninterrupted edge of the mitigation lands; and Consider locating public parks adjacent to mitigation lands to create a greater sense of open space and to take advantage of opportunities for vistas and trail connections.	Yes	See Policy 2.3 discussion above. Also see Draft EIR-EIS Exhibit 2-13 for a description of the Bikeway and Trails Plan. Relating to locating parks in close proximity to mitigation lands, exhibit 2-4 of the EIR/EIS shows a large 54 acre private recreation area immediately adjacent to the 507 acre wetland preserve.
Action OSPT.2.3.2 - Through the development review process, incorporate design features that increase visual access to natural resource mitigation lands.	Yes	The 507 acre wetland preserve is surrounded by trails and roadways that will give a relatively unimpeded view of the wetland preserve. See Policy discussion 2.3 above.
General Plan Infrastructure, Services, and Finance Element Policies	Consistency	Analysis
Policy ISF.2.3 Ensure that adequate funding is available for all infrastructure and public facilities, and make certain that the cost of improvements is equitably distributed. (Further implemented by Actions ISF.2.3.1 and ISD.2.3.2)	Yes	The project includes a proposed financing plan. An approved financing plan must be completed prior to the start of construction activities.
Policy ISF.2.1 Ensure the development of public infrastructure that meet the long-term needs of residents and ensure infrastructure is available at the time such facilities are needed (Further implemented by Action ISF.2.1.1 and ISF 2.1.2)	Yes, with Mitigation	The project's compliance with this policy is examined in detail in the recirculated DEIR/supplemental DEIS water supply analysis. Overall, the DEIR/DEIS analysis demonstrates consistency with this Policy. In summary, long-term potable water would be provided by Sacramento County Water Agency (SCWA). However, the permanent long-term

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		water supply cannot be delivered to the project site until the SCWA facilities (Vineyard Surface Water Treatment Plant, the Freeport Regional Water Project, and the North Service Area Pipeline Project) have been constructed and are online. In the near term, Golden State Water Company has indicated that it would have an adequate water supply to serve Phase 1A. Several water supply options for providing initial water to the remaining Phase 1 development have been identified, including water from Golden State Water Company and other alternative sources. Mitigation Measures 3.5-2 and 3.5-3 include the requirements of Actions ISF 2.4.1 and 2.4.2 that certain showings on an available water supply and infrastructure be made prior to approval of various entitlements (see recirculated DEIR/supplemental DEIS Section 3.5 for a description of infrastructure improvements).
Action ISF.2.1.1 – Except when prohibited by state law, require sufficient capacity in all public facilities to maintain desired service levels and avoid capacity shortages, traffic congestion, or other negative effects on safety and quality of life.	Yes, with Mitigation	See discussion under Policy ISF 2.1 for water supply.
Action ISF.2.1.2 – Adopt a phasing plan for the development of public facilities in a logical manner that encourages the orderly development of roadways, water and sewer, and other public facilities.	Yes	A Public Facilities Infrastructure/Phasing Plan is required to be approved under Tier Two Entitlements for the Project prior to any development occurring on the Project site. The plan would provide specific details regarding the phasing, sizing, alignment and location, cost estimates, and construction timing requirements for public facilities and infrastructure for each phase of the Rio del Oro project site.
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	The City of Rancho Cordova has consulted with SCWA on water demand and supply for the project. A water supply assessment has been prepared and approved by SCWA for this project. SCWA and Aerojet have entered into a new 2010 Agreement under which Aerojet is transferring 8,900 afy of GET water to SCWA. Under the 2010 Agreement, SCWA acknowledges that the 8,900 afy will provide SCWA with sufficient available water to supply the Project, and SCWA further confirmed this fact in writing to the City on June 10, 2010 (Correspondence from Keith DeVore to Cyrus Abhar). All responsible agencies and service providers, including the Folsom Cordova Unified School District, the Cordova Recreation and Park District, utilities, regional transit, and other service districts have been coordinated with in development of the Specific Plan.

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Policy ISF.2.3 Ensure that adequate funding is available for all infrastructure and public facilities, and make certain that the cost of improvements is equitably distributed (Further implemented by Action ISF.2.3.1 and ISF 2.3.2).	Yes	A proposed financing plan is required to be approved under Tier Two Entitlements for the Project prior to any development occurring on the Project site. The financing plan would define the specific mechanisms required to fund capital costs of all infrastructure necessary as a result of specific plan buildout. The Financing Plan would define funding for the maintenance of new infrastructure and public services needed by the future residents and business locating within the Rio del Oro project site.
Action ISF.2.3.1 – Require secure financing for all components of the transportation system through the use of special taxes, assessment districts, developer dedications, or other appropriate mechanisms. Financing should be sufficient to complete required major public facilities at their full planned capacities in a single phase. Major facilities include roadways of collector size or larger; all wells, water transmission lines, treatment facilities, and storage tanks needed to serve the project; and all sewer trunk and interceptor lines and treatment plants or treatment plant capacity.	Yes	See Action ISF 2.1.2 and Policy 2.3 discussion above.
Action ISF.2.3.2 – Require new development to fund its fair share portion of its impacts to all public infrastructure and facilities.	Yes	See Policy ISF 2.3 discussion above.
Policy ISF.2.4 Ensure that water supply 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 (Further implemented by Action ISF.2.4.1).	Yes, with Mitigation	See discussion under Policies ISF.2.1. and 2.3 above for information on water supply, infrastructure and financing. Actions ISF 2.4.1 and 2.4.2 which implement this policy are required as mitigation measures in the recirculated DEIR/supplemental DEIS. Off-site water supply infrastructure for delivery of initial water supplies to the project site is included in the project design, as well as on-site water supply infrastructure that would be adequately sized to accommodate project-related water demands and fire-flow demands. An approved water supply assessment consistent with the requirements of SB 610 is provided in Appendix D of the DEIR/DEIS. See Mitigation Measures 3.5-2 and 3.5-3 of the recirculated DEIR/supplemental DEIS.
Action ISF.2.4.1 – The following shall be required for all legislative-level development projects, including community plans, general plan amendments, specific	Yes, with Mitigation	See discussion under Policies 2.1, 2.3, and 2.4 above. This Action is required as a mitigation measure for the project. See Mitigation Measures 3.5-2 and 3.5-3 of the recirculated DEIR/supplemental DEIS.

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plans, rezonings, and other plan-level discretionary entitlements, but excluding tentative subdivisions maps, parcel maps, use permits, and other project-specific discretionary land-use entitlements or approvals: Proposed water supplies and delivery systems shall be identified at the time of development project approval to the satisfaction of the City. The water agency or company proposing to provide service (collectively referred to as "water provider") to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually of providing water to the project. The project applicant or water provider shall make a factual showing prior to project approval that the water provider or providers proposing to serve the development project has or have legal entitlements to the identified water supplies or that such entitlements are reasonably foreseeable by the time of subsequent, project-specific discretionary land-use entitlements or approvals. This factual showing shall also demonstrate that the water provider's identified water supply is reasonably reliable over the long term (at least 20 years) under normal, single-dry and multiple-dry years. All required water treatment and delivery infrastructure for the project shall be in place at the time of subsequent, project-specific discretionary land-use entitlements or approvals, or shall be assured prior to occupancy through the use of bonds or other sureties to the City's satisfaction. Water infrastructure may be phased to coincide with the phased development of large-scale projects.		
Action ISF.2.4.2 – The following shall be required for project-specific discretionary land-use entitlements and approvals including, but not limited to, all tentative subdivision maps, parcel maps, or use permits. An assured water supply and delivery system shall be available or reasonably foreseeable at the time of project approval. The water agency providing service to the project may provide several alternative methods of supply and/or delivery, provided that each is capable individually	Yes, with Mitigation	See discussion under Policies 2.1, 2.3 and 2.4 above. This Action is required as a mitigation measure for the project (see Mitigation Measures 3.5-2 and 3.5-3 in Section 3.5 of the recirculated DEIR/supplemental DEIS).

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of providing water to the project. The project applicant, water agency (or agencies), or water company (or companies) providing water service to the project site shall make a factual showing consistent with, or the City shall impose conditions similar to, those required by Government Code section 66473.7 in order to ensure an adequate water supply for development authorized by the project. Prior to recordation of any final subdivision map, or prior to City approval of any similar project-specific discretionary land use approval or entitlement required for nonresidential uses, the project applicant or water provider shall demonstrate the availability of a long-term, reliable water supply for the amount of development that would be authorized by the final subdivision map or project-specific discretionary non-residential approval or entitlement. This assurance of water supply shall identify that the water provider has legal entitlement to the water source and that the water source is reasonably reliable (at least 20 years) under normal, dry and multiple dry years. Such demonstration shall consist of a written certification from the water provider that either existing sources are available or that needed improvements will be in place prior to occupancy. Offsite and onsite water infrastructure sufficient to provide adequate water to the subdivision shall be in place prior to the issuance of building permits or their financing shall be assured to the satisfaction of the City prior to the approval of the Final Map, consistent with the requirements of the Subdivision Map Act, or prior to the issuance of a similar, project-level entitlement for non-residential land uses. Offsite and onsite water distribution systems required to serve the subdivision shall be in place and contain water at sufficient quantity and pressure prior to the issuance of any building permits. Model homes may be exempted from this policy as determined appropriate by the City, and subject to approval by the City.		
Policy ISF.2.5	Yes, with	Mitigation measure 3.6-2 in Section 3.6 of this EIR/EIS requires that the

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Ensure that water flow and pressure are provided at sufficient levels to meet domestic, commercial, industrial, and firefighting needs.	Mitigation	applicant incorporate fire code and fire flow requirements into the project design.
Policy ISF.2.6 Ensure that sewage 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 other sureties. (Further implemented by Actions ISF.2.6.1 and ISF.2.6.3)	Yes, with Mitigation	Sanitary sewer service for the project site would be provided by SRCSD and County Sanitation District No. 1 (CSD-1). Mitigation measure 3.5-6 of the EIR/EIS requires that all phases of the project demonstrate adequate capacity at the SRWTP for new wastewater flows generated by the projects.
Policy ISF.2.7 Minimize visual impacts and physical impediments of utility infrastructure and equipment. (Further implemented by Action ISF.2.7.2)	Yes	The majority of utility infrastructure will be installed underground, eliminating visual impacts. Electrical supply infrastructure is commonly installed underground between power substations and individual customers. However, two substations would be constructed on the project site along with any electrical lines that are over 69 kV. Telephone and cable television are installed underground as well. Water supply and wastewater infrastructure is to be installed under roadways. Therefore, the proposed project is consistent with this policy.
Policy ISF.4.1 Encourage school districts to locate and site facilities in an integrated manner with the rest of the community.	Yes	The Rio del Oro Specific Plan Land Use Plan includes site locations for schools based on consultations with the Folsom Cordova Unified School District, as well as State school siting criteria published by the California Department of Education and the siting provisions under the General Plan regarding walkability of communities.
General Plan Natural Resource Element Policies	Consistency	Analysis
Policy NR.1.1 Protect rare, threatened, and endangered species and their habitats in accordance with State and federal law. (Further implemented through Actions NR.1.1.1 through NR.1.1.4)	Yes, with Mitigation	Federally listed vernal pool invertebrate species No project construction shall proceed in areas supporting potential habitat for federally listed vernal pool invertebrates, or within adequate buffer areas (250 feet or lesser distance deemed sufficiently protective by a qualified biologist with approval from USFWS), until a Biological Opinion (BO) has been issued by USFWS in accordance with the Endangered Species Act and the project applicant(s) have abided by conditions in the BO (including conservation and minimization measures) intended to be completed before on-site construction (See mitigation measure 3.10-4). A revised draft wetland Mitigation Monitoring Program (MMP) was developed by ECORP Consulting in September 2007 and is the

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		applicant's proposed plan for addressing project impacts on habitats that potentially support federally listed vernal pool invertebrates. The draft MMP, included in Appendix B to the EIR, is subject to review and approval by the appropriate regulatory agencies and has not been approved as of the date of this document. The design of the project's on-site and off-site mitigation under the draft MMP will be required to be viable to support federally listed vernal pool invertebrate species. The on-site preserve is a large contiguous area –507-acres in the southern portion of the project site. The wetland preserve would consist of the highest quality and highest density vernal pools and seasonal wetlands in the project area. (See EIR/EIS Section 3.10) Wetland acreages within the wetland preserve that provide potential habitat for federally listed vernal pool invertebrates include 20.4 acres of existing vernal pools, 2.5 acres of seasonal wetland swale, 3.3 acres of seasonal wetland, and the creation of approximately 17.9 acres of vernal pools that would provide habitat. The watershed in the preserve is sufficient to provide needed hydrology for all the existing and created vernal pools in the preserve area. This conclusion is based on the site design of the project and the hydrologic analysis of a topographic model of the wetland preserve derived from Light Detection and Ranging (LiDAR)- technology. The LiDAR analysis concluded that the configuration of the preserve conserves almost 100% of the original watershed area and would not negatively impact the hydrologic function of the vernal pools. The proposed project's construction design would retain interconnections between on-site habitats by including measures to reduce interference with the hydrology that sustains vernal pools on-site. Within the proposed preserve of the proposed project, no alterations would be made to Morrison Creek. Where Morrison Creek approaches the western boundary of the project site downstream from the preserve, the creek would be modified to provide for project drainage and to permit construction of a large overbank flood-detention area. (EIR/EIS, p. 2-21) The proposed preserve is already bisected by existing roadways and culverts and the proposed roadways do not result in fragmentation of the on-site preserve. Although new roadways (Americanos and Rancho Cordova Parkway) will be constructed through the wetland preserve, the project would include a special bridge design ("con-span") where these roadways cross Morrison Creek in the wetland preserve (Exhibits 3.10-4 and 3.10-5) and where the southern portion of Villagio Drive crosses Morrison

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		Creek. (EIR/EIS, p. 2-22) These natural substrate span crossings would be sized to provide for wildlife movement (including invertebrate species that occur in the preserve) and minimize habitat fragmentation. Furthermore, the alignment and design of the roadways is consistent with policies in the Circulation Element and Land Use Element of the General Plan. These two roadways are shown in the General Plan as critical north-south arterials needed to relieve congestion along Sunrise Boulevard and their environmental impacts on biological resources were programmatically addressed in the Rancho Cordova General Plan EIR. Although connectivity to off-site habitat is not required under the policy, the project preserve connects to the proposed preserve area to the east. There is no possible physical interconnection from the proposed preserve area to preserve lands on adjacent properties to the west and south because existing roadways (Sunrise Boulevard and Douglas Road) and development create a barrier to connectivity. In addition, there are no existing or proposed preserves adjacent to the south or west of the project site. Connectivity of Morrison Creek will be maintained upstream and downstream. Valley Elderberry Longhorn Beetle (VELB) The EIR includes mitigation measure 3.10-4b to address impacts to the Valley Elderberry Longhorn Beetle (VELB). Mitigation measure 3.10-4b requires that prior to construction, the applicant shall obtain a Biological Opinion (BO) from USFWS under the Endangered Species Act, and that the applicant abides by all provisions contained in the BO, including conservation and minimization measures. At a minimum, a "no-net-loss" of VELB habitat shall be achieved. Swainson's Hawk Mitigation measure 3.10-4d included in Section 3.10 of this EIR would ensure that the proposed project would protect this species in accordance with State law. Mitigation measure 3.10-4d requires that the applicant shall preserve, to the satisfaction of the City, suitable Swainson's hawk foraging habitat to ensure 1:1 mitigation of habitat value. Project impacts and proposed mitigation approach has been generally reviewed by the City and California Department of Fish and Game.

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		Special Status Plants and Associated Habitat The EIR/EIS presents mitigation measure 3.10-5 to address impacts to the population of Greene's legene located on the project site. Mitigation measure 3.10-5 requires that a mitigation and monitoring plan be developed for Green's legene that maintains viable plant populations on-site and shall include avoidance measures for the existing population to be retained and mitigation measures for the populations to be directly affected.
Action NR.1.1.1 - Incorporate large habitat preserves and interconnected wildlife corridors in new development areas to provide ample space for animal movement.	Yes, with Mitigation	The Project includes an on-site preserve that is a large area – 507-acres on the southern portion of the project site. Since the preserve is one nearly contiguous area, it provides on-site interconnections for invertebrate and other species. The roadways do not result in fragmentation of the on-site preserve. Although there will be new roads constructed through the wetland preserve, the project would include a special bridge design ("con-span") where the southern portion of Rancho Cordova Parkway crosses the wetland preserve and where the southern portion of Villagio Drive crosses Morrison Creek. (EIR/EIS, p. 2-22) Another con-span bridge would be constructed where Americanos Boulevard crosses Morrison Creek. (EIR/EIS, Exhibit 2-13). These natural substrate span crossings would provide for wildlife movement, including invertebrate species, and minimize habitat fragmentation. Bridge design would include a large enough span area to provide movement corridors for terrestrial wildlife even during high flows (i.e., the entire span would not be inundated). Furthermore, the alignment and design of the roadways is consistent with policies in the Circulation Element and Land Use Element of the General Plan. These two roadways are shown in the General Plan as critical north-south arterials needed to relieve congestion along Sunrise Boulevard and their environmental effects were programmatically evaluated in the Rancho Cordova General Plan. See also discussion in Policy NR1.1 above.
Action NR.1.1.2 – Review projects through the entitlement process and CEQA analysis to ensure that they comply with this policy if the site contains unique habitat, creeks, and/or wooded corridors.	Yes, with Mitigation	This EIR/EIS evaluates the environmental effects on wetland and habitat conditions. See Policy NR 1.1 and Action NR.1.1.1 discussion above.
Action NR.1.1.3 - As part of the consideration of	Yes, with	See Policy NR 1.1 and Action NR 1.1.1 discussion above for a

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development applications for individual Planning Areas containing habitats that support special-status plant and animal species that are planned to be preserved, the City shall require that these preserved habitats have interconnections with other habitat areas in order to maintain the viability of the preserved habitat to support the special-status species identified. The determination of the design and size of the "interconnections" shall be made by the City, as recommended by a qualified professional, and will include consultation with the California Department of Fish and Game and U.S. Fish and Wildlife Service.	Mitigation	description of preserved habitat on the project site. The on-site preserve has connectivity to support special-status species within the project. The watershed in the preserve is sufficient to provide needed hydrology for all the existing and created vernal pools in the preserve area. This conclusion is based on the site design of the project and GIS analysis of the watershed using a Light Detection and Ranging (LiDAR) -derived topographic model and wetland delineation conducted for the wetland preserve. The watershed analysis concluded that the configuration of the preserve conserves almost 100% of the original watershed area and would not negatively impact the hydrologic function of the vernal pools that support special status species. The final preserved habitat mitigation will be developed in consultation with USFWS and DFG where required by law and mitigation measures in the EIR/EIS. The mitigation measure establishes success criteria and requires monitoring to ensure successful implementation. Although connectivity to off-site habitat is not required under the policy, the project wetland preserve connects to the proposed preserve area (as designated by the Rancho Cordova General Plan) to the east. There is no possible physical interconnection from the proposed preserve area to preserve lands on adjacent properties to the west and south because no existing or proposed preserves are present to the south or west and existing roadways (Sunrise Boulevard and Douglas Road) and development create a barrier to connectivity. Given the disturbed conditions of the central and northern portions of the project site, no large habitat preservation areas (with the exception of VELB preserve sites) are proposed (consistent with the General Plan). However, the preserve design does include drainage parkways that would provide habitat and movement corridors for wildlife species.
Action NR.1.1.4 - Prior to the approval of any public or private development project in areas containing trees, the City shall require that a determinate survey be conducted during the nesting season (March 1 and August 31) to identify if active nesting by birds protected under the Migratory Bird Treaty Act (MBTA) is taking place. If all site disturbance is to occur outside this time, the actions described in this mitigation measure are not required. If nesting activity is observed, consultation with the City of	Yes, with Mitigation	Mitigation Measure 3.10-4c presented in the EIR/EIS is consistent with this Action. It requires preconstruction surveys during the nesting season for raptors. If active nests are found, the measure requires that appropriate buffers be established to protect the nests. No project activity shall commence within the buffer area until a qualified biologist confirms that any young have fledged and the nest is no longer active.

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Rancho Cordova Planning Department shall be conducted in order to determine the appropriate mitigation, if any, required to minimize impacts to nesting birds. No activity may occur within 100 feet of any nesting activity or as otherwise required following consultation with the California Department of Fish and Game.		
Policy NR.1.2 Conserve Swainson's hawk habitat consistent with State policies and Department of Fish and Game Guidelines. (Further implemented through Action NR.1.2.1)	Yes, With Mitigation	Mitigation measures 3.10-4c and 3.10-4d included in Section 3.10 of this EIR would ensure that the proposed project is consistent with this policy. Project impacts and proposed mitigation approach has been generally reviewed by the City and California Department of Fish and Game (City of Rancho Cordova, 2007).
Action NR.1.2.1 – Establish a Swainson's Hawk Ordinance in coordination with the California Department of Fish and Game to establish the process of mitigating for the loss of Swainson's hawk foraging habitat based on habitat value lost to development. The ordinance will set forth a process where habitat lost to development will be mitigated through the permanent protection of equivalent or better existing habitat conditions (referred to hereafter as "mitigation lands"). The specific required mitigation ratios (habitat acreage lost versus mitigation lands) and any other provisions to mitigation process shall be established through technical studies as part of the development of the ordinance and will take into account value of habitat to be converted in relation to habitat value of the mitigation lands (e.g., relation to nesting sites), proximity of the mitigation lands to adjacent conditions affecting habitat (e.g., nearby land uses and already permanently protected lands), and other relevant factors. The ordinance will also establish standards ensuring that mitigation land will be adequately protected and managed in perpetuity (e.g., via conservation easement, deed restriction or other appropriate method), and setting forth the timing of the required provision of mitigation lands in relation with the timing of the loss of habitat in the City (as its boundaries may be changed through subsequent annexations), such that mitigation lands shall be provided no later than prior to ground disturbance.	Yes, with Mitigation	The City has not formally adopted a Swainson's Hawk Ordinance. However, mitigation measure 3.10-4d presented in the EIR/EIS meets or exceeds the provisions contained in Action Item NR 1.2.1. See also Policy NR 1.2 discussion above.

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Policy NR.1.3 Promote educational programs that inform the public about natural resources.	Yes	The proposed project is consistent with this policy due to the 507-acre wetland preserve proposed for the south portion of the site. The wetland preserve will be highly visible with trails surrounding the perimeter. The preserve will allow for up close viewing by the public and emphasize the importance and benefit of wetland areas.
Policy NR.1.4 Discourage the planting of invasive species.	Yes, With Mitigation	The proposed project includes the implementation of a wetland mitigation monitoring plan that includes the use of grazing and restoration activities to maintain the vegetation conditions of the preserve. Mitigation measure 3.10-1a would require monitoring to ensure that invasive species do not adversely impact the preserve.
Policy NR.1.6 Participate in the development of a habitat conservation plan to address the unique biological resources in Rancho Cordova.	Yes	The City is currently participating in the South Sacramento Habitat Conservation Plan process.
Policy NR.1.7 Prior to project approval, the City shall require a biological resources evaluation for private and public development projects in areas identified to contain or possibly contain listed plant and/or wildlife species based upon the City's biological resource mapping provided in the General Plan EIR or other technical materials. (Further implemented through Action NR.1.7.1)	Yes, With Mitigation	Biological resources impacts were evaluated in technical reports prepared by the project applicant and peer reviewed by the EIR/EIS consultant. Project impacts will be mitigated so that any decline of affected special status species will not cause a substantial adverse impact on viability of regional populations of these species. The mitigation for federally listed vernal pool invertebrates requires no net loss of habitat (acreage, value and function) (Mitigation Measure 3.10-4a (see also Mitigation Measure 3.10-1a (mitigation for wetlands and vernal pool impacts)). The mitigation includes performance standards and criteria to ensure that created and preserved habitat will be successfully maintained. The mitigation is to be designed in coordination with USFWS consultation and regulatory process (Section 7 biological opinion) to ensure the viability of the species regional population is not adversely affected. Similarly, the mitigation for the Valley Elderberry Longhorn Beetle requires no net loss of habitat (Mitigation Measure 3.10-4b). New habitat will be subject to performance standards and success criteria to ensure that habitat will be successfully maintained. The mitigation is developed in coordination with USFWS and DFG. The mitigation includes the incidental take permit and Section 7 consultation process for federally protected species. These processes will also ensure that the viability of the species regional population is not adversely affected. Impacts to Swainson's hawk are mitigated by ensuring 1:1 mitigation of habitat value for foraging habitat lost as a result of the Project (Mitigation

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		Measure 3.10-4c and 4d). The mitigation measure establishes criteria to determine a habitat value and requires consultation with DFG. Since impacted habitat will be replaced by habitat of equal acreage, value and function, the project will not result in decline of any protected species that will affect viability of regional populations. There is no evidence in the EIR/EIS that the loss of habitat from the project will result in an adverse significant impact on the viability of special status species in the region.
Action NR.1.7.1 - For those areas in which special status species are found or likely to occur or where the presence of species can be reasonably inferred, the City shall require mitigation of impacts to those species that ensure that the project does not contribute to the decline of the affected species populations in the region to the extent that their decline would impact the viability of the regional population. Mitigation shall be designed by the City in coordination with the U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG), and shall emphasize a multi-species approach to the maximum extent feasible. This may include development or participation in a habitat conservation plan.	Yes, with Mitigation	Project impacts will be mitigated so that any decline of affected special status species will not cause a substantial adverse impact on viability of regional populations of these species. The mitigation for federally listed vernal pool invertebrates requires no net loss of habitat (acreage, value and function) (Mitigation Measure 3.10-4a (see also Mitigation Measure 3.10-1a (mitigation for wetlands and vernal pool impacts)). The mitigation includes performance standards and criteria to ensure that created and preserved habitat will be successfully maintained. The mitigation is to be designed in coordination with USFWS consultation and regulatory process (Section 7 biological opinion) to ensure the viability of the species population is not adversely affected. Similarly, the mitigation for the Valley Elderberry Longhorn Beetle requires no net loss of habitat (Mitigation Measure 3.10-4b). New habitat will be subject to performance standards and success criteria to ensure that habitat will be successfully maintained. The mitigation is developed in coordination with USFWS and DFG. The mitigation includes the incidental take permit and Section 7 consultation process for federally protected species. These processes will also ensure that the viability of the species population is not adversely affected. Impacts to Swainson's hawk are mitigated by ensuring 1:1 mitigation of habitat value for foraging habitat lost as a result of the Project (Mitigation Measure 3.10-4c and 4d). The mitigation measure establishes criteria to determine a habitat value and requires consultation with DFG. Habitat impacts will be mitigated through the preservation and creation of equal acreage, value and function, the project will not result in decline of any protected species that will affect viability of regional populations. There is no evidence in the EIR/EIS that the loss of habitat from the project will result in an adverse significant impact on the viability of special status species for the region. A loss of habitat on the project site does not constitute an effect that would result in loss of

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		viability of species in the region since there is other habitat in the region that supports the species. See Policy NR 1.1 above for a discussion of mitigation required as a result of impacts to special status species.
Policy NR.1.8 The City shall encourage creation of habitat preserves that are immediately adjacent to each other in order to provide interconnected open space areas for animal movement.	Yes	This policy encourages, but does not require, creation of adjacent habitat preserves. As discussed above, the size and location of the proposed preserve supports many natural resources policies. The project wetland preserve connects to the proposed preserve area to the east. There is no possible physical interconnection from the proposed preserve area to lands on adjacent properties to the west and south because existing roadways (Sunrise Boulevard and Douglas Road) and development create a barrier to connectivity. There are no existing or proposed preserve areas adjacent to the south or west of the project site and the Agency Conceptual Strategy does not recommend any. Connectivity of Morrison Creek would be maintained upstream and downstream of the project site, providing opportunities for animal movement. Given the disturbed conditions of the central and northern portions of the project site, no large habitat preservation areas (with the exception of VELB preserve sites) are proposed (consistent with the General Plan). However, the preserve design does include drainage parkways that would provide for habitat and movement of wildlife species.
Policy NR.1.9 The City shall require that impacts to riparian habitats be mitigated at a no net loss of existing function and value based on field survey and analysis of the riparian habitat to be impacted. No net loss may be accomplished by avoidance of the habitat, restoration of existing habitat, or creation of new habitat, or through some combination of the above.	Yes, with Mitigation	Section 3.10 of the EIR/EIS includes mitigation measures that address the loss of riparian habitat consistent with this policy. Mitigation measure 3.10-2b expressly requires that mitigation for impacts to riparian habitats meet the performance standard of "no net loss" of overall habitat values and functions through either on-site or off-site efforts. The types of mitigations under the measure are consistent with the options identified in this policy. As identified in Section 3.10 of the EIR/EIS, the majority of the riparian habitat is of poor quality and would be mitigated consistent with its current value (e.g., nesting and foraging habitat).
Policy NR.1.10 The City shall avoid the placement of new roadways within habitat preserve to the maximum extent feasible.	Yes	The proposed project minimizes roadway crossing of the proposed wetland preserve to Rancho Cordova Parkway and Americanos Boulevard to the extent feasible. The roadways also are designed to minimize impacts on the preserve (see discussion of Policy NR.1.11 below). These roadways are integral regional roadways that are key facilities under the General Plan Roadway System and Sizing Map and

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		their environmental effects were considered in the Rancho Cordova General Plan EIR. Without these connections, the City's roadway system would not meet the key transportation provisions of the General Plan. Therefore, further avoidance of the placement of roadways in the habitat preserve areas is not feasible and would be inconsistent with the General Plan. Also, see discussion contained in policy NR 1.1.
Policy NR.1.11 In such cases where habitat preserves are crossed by a roadway, or where two adjacent preserves are separated by a roadway, the roadway shall be designed or updated with wildlife passable fencing separating the roadway from the preserve and/or shall incorporate design features that allow for the movement of wildlife across or beneath the road without causing a hazard for vehicles and pedestrians on the roadway.	Yes, With Mitigation	See discussion under Policy NR.1.10 above. Mitigation measures under Section 3.10 of the EIR/EIS address movement issues associated with changes to hydrologic conditions. The proposed construction design includes measures to reduce interference with the hydrology that sustains vernal pools on-site, including the use of con span bridge systems as natural substrate span crossings over Morrison Creek. Rancho Cordova Parkway and Americanos Boulevard would cross Morrison Creek with a clear span of the delineated wetlands within the channel bank. These natural substrate span crossings would also provide for wildlife movement, including invertebrate species, and minimize habitat fragmentation. Bridge design would include a large enough span area to provide movement corridors for terrestrial wildlife even during high flows. Furthermore, wildlife passable fencing is required by the City along the preserve boundary. Also, see discussion contained in policy NR 1.1.
Policy NR.2.1 Require mitigation that provides for "no net loss" of wetlands consistent with current State and federal policies. (Further implemented by Action NR.2.1.1)	Yes, with Mitigation	The wetland preserve would consist of the highest quality and highest density vernal pools and seasonal wetlands in the project area. (See EIR/EIS Section 3.10) Wetland acreages within the wetland preserve that provide potential habitat for federally listed vernal pool invertebrates include 20.4 acres of existing vernal pools, 2.5 acres of seasonal wetland swale, 3.3 acres of seasonal wetland, and the creation of approximately 17.9 acres of vernal pools that would provide habitat. The watershed in the preserve is sufficient to provide needed hydrology for all the existing and created vernal pools in the preserve area based on GIS analysis of LIDAR-derived topographic models and wetland delineation. Furthermore, mitigation measures included in Section 3.10 of this EIR/EIS (see Mitigation Measures 3.10-1a and 3.10-1b) require that the applicant ensure no net loss of wetlands in accordance with federal and state policies (including obtaining a 404 permit).
Action NR.2.1.1 - During the environmental review process, evaluate feasible on-site alternatives that will reduce	Yes	Section 2.5 of the EIR/EIS presents an Impact Minimization Alternative. Under the Impact Minimization Alternative, project components would

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impacts to wetland resources and effectively preserve these resources.		be reconfigured to avoid most, but not all impacts to USACE jurisdictional wetlands and high quality biological habitat. This alternative would result in 994.5 acres of wetland preserve in the southern portion of the project site. The City will determine if this alternative is feasible.
Policy NR.2.2 Ensure that direct and indirect effects to wetland habitats are minimized by environmentally sensitive project siting and design, to the maximum extent feasible.	Yes, with Mitigation	Mitigation measures under Section 3.10 of the EIR/EIS (see Mitigation Measures 3.10-1a and 3.10-1b) address direct and indirect effects to wetland resources. Because of the General Plan designation for the project area, which contemplates fairly dense urban development, the avoidance of all wetland habitat is infeasible. However, wetlands have been avoided or impacts have been minimized where feasible. The on-site preserve is a large contiguous area that contains the highest quality and highest density vernal pools and seasonal wetlands in the project area. (See EIR/EIS Section 3.10)
Policy NR.2.4 Educate the public on the importance and benefit of wetlands areas.	Yes	The proposed project is consistent with this policy due to the 507-acre wetland preserve proposed for the south portion of the site. The wetland preserve will be highly visible with trails surrounding the perimeter. The preserve will allow for up close viewing by the public and emphasize the importance and benefit of wetland areas.
Action NR.2.4.1 - Develop trails and associated educational facilities (e.g., information kiosks, signage) around wetland and vernal pool preserves where possible while maintaining the integrity of sensitive natural resources.	Yes	See discussion under Policy NR 2.4.
Action NR.2.4.2 – Consider constructing low impact trails interior to preserves, such as elevated board walkways, in coordination with the U.S. Fish and Wildlife Service and U.S. Army Corps of Engineers.	Yes	The project does not include interior trails to the preserve, but trails along the perimeter. Trails are not located in the preserve in order to minimize impacts on the preserve area.
Policy NR.2.5 The City shall require that drainage improvements that discharge into areas of wetlands to be preserved are, to the maximum extent feasible, designed to mimic the undeveloped surface water flow conditions of the area in terms of seasonality, volume, and flow velocity.	Yes, with Mitigation	Section 3.10 of the EIR/EIS presents mitigation measure 3.10-1b (Include in Drainage Plans all Wetlands that Remain on-site). This measure requires that all project phases commit to implement all measures in their drainage plans to avoid and minimize erosion and runoff into Morrison Creek in the proposed preserve and all wetlands that would remain on-site. The project proposes that the majority of drainage discharge would be outside of the wetland preserve area. The only drainage that would enter into the preserve area is a portion of the run-off from roadways located in the preserve. However, this drainage

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		would be treated before discharge. The GIS watershed analysis shows that watersheds necessary to maintain drainage flows to support wetlands in the preserve will be maintained.
Policy NR.3.1 Coordinate with property owners and local interest groups, such as the Sacramento Urban Creeks Council, to restore, enhance, and preserve creeks in Rancho Cordova.	Yes	Morrison Creek is to retain its natural contours and condition throughout the Project's 507- acre preserve area. Morrison Creek will be channelized once it leaves the preserve area up to the point where it leaves the southwest corner of the site via a culvert. The existing condition of the corridor of this section of Morrison Creek is disturbed due to past mining practices and aerospace activities on the project site. Although channelization of a portion of Morrison creek is necessary to provide adequate drainage of the site and consistency with other City policies, the channelization will retain its existing alignment.
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 supported.	Yes	The project does propose the construction of drainage channels within the project area. Morrison Creek is to retain its natural contours and condition throughout the Project's 507- acre preserve area. Morrison Creek will be channelized once it leaves the preserve area up to the point where it leaves the southwest corner of the site via a culvert. The existing condition of the corridor of this section of Morrison Creek is disturbed due to past mining practices and aerospace activities on the project site. Although channelization of a portion of Morrison creek is necessary to provide adequate drainage of the site and consistency with other City policies, the channelization will not include a concrete channel or structure and the creek would retain its existing alignment.
Action NR.3.2.1 – Develop guidelines for channel creation or modification that will ensure channel meander, naturalized side slope, and varied channel bottom elevation are considered in design.	Yes	As of the date of this document, the City has not adopted formal guidelines regarding channel creation or modification. However, the City has reviewed proposed drainage improvements of the project (including channelization of a portion of Morrison Creek) associated with these policies and other policy provisions of the General Plan and has determined that they are generally consistent with the intent of these policies.
Policy NR.3.3 Encourage the creation of secondary flood control channels where the existing channel supports extensive riparian vegetation. (Further implemented through Action NR.3.3.1)	Yes, With Mitigation	The proposed construction of secondary drainage channels within the project area are designed to keep Morrison Creek in as much a natural state as possible (see Mitigation Measure 3.10-1b). See discussion under Policy NR 3.2 for a discussion of Morrison Creek. It is important to note that although Morrison Creek meanders in a natural state through the project site, Morrison Creek does not support riparian vegetation.
Action NR 3.3.1 – Work with affected local, state, and	Yes, With	Secondary stormwater conveyance structures have been

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federal agencies, including SACOG, the California Department of Water Resources, Delta Keepers, and the U.S. Army Corps of Engineers, to determine when natural creek corridors can and should accommodate storm flows or if separate storm water conveyance structures are necessary.	Mitigation	incorporated into the project design. Consultation with affected agencies has occurred including U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service. See Policy NR 3.3 discussion above.
Policy NR.3.4 Encourage projects that contain wetland preserves or creeks, or are located adjacent to wetland preserves or creeks, to be designed for visibility and, as appropriate, access.	Yes	The proposed project includes 507 acres of wetland preserve/mitigation bank that is located along several major roads, including Douglas Road along the southern limit of the project area. Access is limited due to the sensitivity of the wetlands. However, visibility is ensured due to wildlife passable fencing required by the City and by the siting of pathways and recreation along the outer edge of the preserve. The general siting and design of trails adjacent to the wetland preserve has been reviewed by the City, U.S. Army Corps of Engineers and U.S. Fish and Wildlife Service.
Action NR.3.4.1 - Establish performance standards for natural resource preserves that accomplish the following: Provide sufficient width for a mowed firebreak (where necessary), adjacent passive recreation uses, and access for channel maintenance and flood control. Offer sufficient width in and/or adjacent to preserves to allow for existing and created wildlife habitat, species sensitive to human disturbance, vegetative filtration for water quality, corridor for wildlife habitat linkage, protection from runoff, and other impacts of urban uses adjacent to the corridor. Allow for sufficient width adjacent to natural resource preserves to allow for trails and greenbelts. Prohibit the placement of water quality treatment structures designed to meet pollutant discharge requirements within mitigation preserves.	Yes	See discussion under Policy NR 3.4. The drainage parkway would handle project drainage and water quality control. A water quality swale would be constructed associated with the construction of Rancho Cordova Parkway to ensure pollutants are not discharged into preserve wetlands. The perimeter of the preserve would include buffer areas for the placement of trails.
Action NR.3.4.2 - Establish standards that allow public access in the floodplain and buffers along creek corridors and preserves. Mitigation measures shall be incorporated into environmental documents and conditions of approval that require open-view fencing adjacent to preserves.	Yes	See discussion under Policy NR 3.4.

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Action NR.3.4.3 – Establish standards and/or guidelines for development of adjoining wetland preserves or creeks to maximize visibility by designing the land plan with public streets on at least one side of the corridor or preserve with vertical curbs, gutters, footpath(s), street lighting, and post and cable barriers to prevent unauthorized vehicular entry into creek corridors and preserves.	Yes	See discussion under Policy NR 3.4.
Policy NR.4.1 Conserve native oak and landmark tree resources for their historic, economic, aesthetic, and environmental value.	Yes, with Mitigation	Mitigation measure 3.10-3 included in Section 3.10 of this EIR/EIS would conserve trees within the proposed project or ensure the mitigation for trees that cannot feasibly be retained in light of the development densities and intensities contemplated by the General Plan. Therefore, the proposed project is consistent with this policy.
Action NR.4.1.1 - Implement the City's Tree Preservation and Protection Ordinance (and update as necessary) to establish minimum requirements for preserving native trees and landmark trees in the City, including a definition of the size, species, and age requirements of landmark, oak, and other trees to be protected and/or replaced.	Yes, with Mitigation	The City has not yet established a tree ordinance consistent with its current General Plan and defers to the County Tree Ordinance when addressing impacts on trees within the City's sphere of influence. The County Ordinance addresses the standards in this Action. See also Policy NR 4.1 discussion above and Policy NR 4.4 discussion below.
Action NR.4.1.2 - Where feasible, require underground utility lines that are in close proximity to oaks and other landmark trees to be designed and installed to minimize impacts to trees. Work with the utility provider(s) to coordinate transmission line location and other potential impacts associated with the undergrounding of the utilities.	Yes	The project would likely remove 47 native oak trees greater than 6 inches dbh. No existing trees are expected to conflict with the installation of underground utility lines.
Action NR.4.1.3 - Establish development guidelines that require all oak habitat to be avoided to the maximum extent feasible. When avoidance is not possible, require mitigation efforts that result in preservation of in-kind habitat in the Planning Area.	Yes, with Mitigation	The project would result in the loss of 3 acres of oak woodland habitat. See discussion NR 4.1 for a description of tree mitigation.
Policy NR.4.2 Improve overall landscaping quality and sustainability in all areas visible to the public.	Yes	The project includes design guidelines that call for landscape treatments within the project area, including parks and public open space areas.
Policy NR.4.3 Promote trees as economic and environmental resources for the use, education, and enjoyment of current and	Yes	The project includes design guidelines that call for landscape treatments and the general provision of trees within the project area, including parks and public open space areas.

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future generations		
Policy NR.4.4 Prior to the approval of any public or private development project in areas identified or assumed to contain trees, the City shall require that a determinate survey of tree species and size be performed. If any native oaks or other native trees six inches or more in diameter at breast height (dbh), multitrunk native oaks or native trees of 10 inches or greater dbh, or non-native trees of 18 inches or greater dbh that have been determined by a certified arborist to be in good health are found to occur, such trees shall be avoided if feasible. If such trees cannot be avoided, the project applicant shall do one of the following: • All such trees shall be replaced at an inch-for-inch ratio. A replacement tree planting plan shall be prepared by a certified arborist or licensed landscape architect and shall be submitted to the City of Rancho Cordova for approval prior to removal of trees; or, • The project applicant shall submit a mitigation plan that provides for complete mitigation of the removal of such trees in coordination with the City of Rancho Cordova. The mitigation plan shall be subject to the approval of the City. • If the City of Ranch Cordova adopts a tree preservation ordinance at any time in the future, any future development activities shall be subject to that ordinance instead.	Yes, with Mitigation	Mitigation measure 3.10-3 presented in the EIR/EIS is consistent with the provisions set forth in Policy NR.4.4.
Policy NR.5.3 Protect surface and ground water from major sources of pollution, including hazardous materials contamination and urban runoff. (Further implemented by Actions NR.5.3.1 and NR 5.3.4)	Yes, with Mitigation	Mitigation measures included in Section 3.4 of the EIR/EIS as well as compliance with the required SWPPP and City's existing NPDES permit (CAS082597) would ensure that the proposed project is consistent with this policy.
Policy NR.5.4 Prevent contamination of the groundwater table and surface water, and remedy existing contamination to the extent practicable. (Further implemented by Action	Yes, with Mitigation	See discussion under Policy NR.5.3 above.

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NR.5.4.2)		
Policy NR.5.5 Minimize erosion to stream channels resulting from new development in urban areas. (Further implemented by Actions NR.5.5.1 through NR. 5.5.4)	Yes, with Mitigation	See discussion under Policy NR.5.3 above.
Policy NR.6.1 Ensure that the environmental effects of mining and reclamation on aquifers, streams, scenic views, and surrounding residential uses are prevented or minimized. (Further implemented by Actions NR.6.1.1 through NR.6.1.3)	Yes	Mining of site mine tailings is currently being conducted on the site under separate projects separate from the proposed Specific Plan. Future subsequent mining of mine tailings to be conducted within the project area has been programmatically evaluated in this EIR/EIS and is not expected to impact aquifers, streams, or scenic views.
General Plan Cultural and Historic Resources Element Policies	Consistency	Analysis
Policy CHR.1.3 Establish review procedures for development projects that recognize the history of the area in conjunction with State and federal laws. (Further implemented through Actions CHR.1.3.1 and CHR.1.3.2)	Yes, With Mitigation	Paleontological and cultural resource technical studies have been completed for the project. Mitigation measures have been identified in Section 3.9 of the EIR/EIS, based on the results of these technical studies, in order to avoid and minimize impacts.
General Plan Safety Element Policies	Consistency	Analysis
Policy S.1.1 Maintain acceptable levels of risk of injury, death, and property damage resulting from reasonably foreseeable safety hazards in Rancho Cordova. (Further implemented by Action S.1.1.1)	Yes, With Mitigation	This EIR/EIS includes an analysis of the hazards and hazardous materials impacts pursuant to CEQA and NEPA. Mitigation measures are identified in Section 3.13 regarding potential hazards associated with the project. These measures are intended to reduce the risks of injury, death, and property damage to levels deemed acceptable under federal and State law.
Policy S.1.5 The City shall require written confirmation from applicable local, regional, state, and federal agencies that known contaminated sites have been deemed remediated to a level appropriate for land uses proposed prior to the City approving site development or provide an approved remediation plan that demonstrates how contamination will be remediated prior to site occupancy. This documentation will specify the extent of development allowed on the remediated site as well as any special	Yes, with Mitigation	Mitigation measures included in Section 3.13 of this EIR would ensure that impacts to current remediation efforts are minimized and that development would not continue in affected areas until assurance is given that remediation is complete.

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conditions and/or restrictions on future land uses.		
Policy S.2.2 Manage the risk of flooding by discouraging new development located in an area that is likely to flood. (Further implemented by Actions S.2.2.1 through S.2.2.8)	Yes	Exhibit 3.4-1 of this EIR/EIS identifies the awareness floodplain map for the proposed project. The majority of areas that are likely to flood are located within the wetland preserve in the south of the project area and would not be developed. Additional areas along Morrison Creek within the developed portions of the proposed project could potentially flood. However, additional drainage infrastructure to be installed by the proposed project would result in less than significant project impacts related to flooding (see Section 3.4 of the EIR/EIS for further details).
Policy S.2.4 Ensure that adequate drainage exists for both existing and new development. (Further implemented by Action S.2.4.1)	Yes	The proposed project includes the creation of several drainage channels and detention facilities, consistent with the Master Drainage Study for the project.
Policy S.3.2 Ensure that new structures are protected from damage caused by geologic and/or soil conditions to the greatest extent feasible. (Further implemented by Actions S.3.2.1 and S.3.2.2)	Yes, with Mitigation	The proposed project is not located within a seismically active area and is not located in a high risk area for geologic events. Mitigation measures included in Section 3.7 of this EIR/EIS as well as adherence to California Building Standards Code would ensure that damage to structures from soil conditions in the project would be unlikely. Therefore, the proposed project is consistent with this policy.
Policy S.5.2 Consider the potential impact of hazardous facilities on the public and/or adjacent or nearby properties posed by reasonably foreseeable events. The City considers an event to be "reasonably foreseeable" when the probability of the event occurring is greater than one in one million (1×10^{-6}) per year.	Yes	See discussion under Policy S.1.1 above.
Policy S.5.5 Separate hazardous or toxic materials from the public. (Further implemented by Actions S.5.5.1 and S.5.5.2)	Yes	Industrial uses to be constructed as part of the proposed project are the most likely location for the use or storage of hazardous or toxic materials. These industrial uses will be required to adhere to all State and federal laws relating to the use, storage, or transport of hazardous materials. Additionally, industrial designated area are physically separated by roadways, other land use uses and other buffering measures.
Policy S.6.1 Promote safe air operations at Mather Airport through	Yes	Land use within the project was designed specifically to adhere to the most recent noise contours of the Mather Airport as well as the

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cooperative implementation of the Mather Airport CLUP and similar plans and programs. (Further implemented by Action S.6.1.1)		requirements of any overflight areas overlaying the project area.
Policy S.7.1 Encourage the use of Crime Prevention Through Environmental Design (CPTED) principles in the design of projects and buildings.	Yes	Aspects of CPTED principles have been incorporated into the Rio del Oro Specific Plan and its design guidelines. Individual projects within the Specific Plan will be required to undergo Design Review by the City, and the Police Department is consulted with in this process.
Policy S.9.1 Cooperate with the Sacramento Metropolitan Fire District (SMFD) to reduce fire hazards, assist in fire suppression, and ensure efficient emergency medical response. (Further implemented by Actions S.9.1.1, S.9.1.2, S.9.1.4, and S.9.1.6 through S.9.1.9)	Yes, with Mitigation	Mitigation measures included in Section 3.5 of this EIR/EIS require fire code and fire district standards to be incorporated into the project design.
General Plan Air Quality Element Policies	Consistency	Analysis
Policy AQ.1.2 Evaluate projects for compliance with State and federal ambient air quality standards and the Sacramento Metropolitan Air Quality Management District's (SMAQMD) thresholds of significance. (Further implemented through Actions AQ.1.2.1 through AQ.1.2.3)	Yes, With Mitigation	This EIR/EIS includes an analysis of the proposed project's consistency with SMAQMD's thresholds and standards as well as the proposed project's adherence to State and federal regulations. The project includes an Air Quality and Emissions Reduction Plan that meets the requirements of Action AQ.1.2.3 (15 percent emission reduction) and has been endorsed by the SMAQMD.
Policy AQ.1.3 The City shall prohibit wood-burning open masonry fireplaces in all new development. Fireplaces with EPA-approved inserts, EP-approved stoves, and fireplaces burning natural gas will be allowed.	Yes	This policy is enforced by the City during the Design Review process for subsequent projects within the project area and has been included in the Rio del Oro Air Quality and Emissions Reduction Plan.
Policy AQ.1.5 Require odor impact analyses be conducted for evaluating new development requests that either could generate objectionable odors that may violate SMAQMD Rule 402 or any subsequent rules and regulations regarding objectionable odors near sensitive receptors or locate new sensitive receptors near existing sources of objectionable odors. Should objectionable odor impacts be identified, odor mitigation shall be required in the form of setbacks, facility improvements or other appropriate	Yes, with Mitigation	Mitigation measures included in Section 3.15 of this EIR would ensure consistency with this policy. None of the land uses proposed within the Specific Plan area will be particularly prone to odors, though the odor-generating potential of industrial land uses will be addressed when individual industrial projects are brought forward for consideration by the City.

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measures.		
Policy AQ.2.5 Utilize the guidelines in the California Air Resources Control Board Air Quality and Land Use Handbook: A Community Health Perspective when evaluating new development requests that either would generate toxic air contaminant emissions near sensitive receptors or locate new sensitive receptors near existing sources of air toxic emissions or order to minimize health hazards, and implement all feasible best available control technology, as required by SMAQMD.	Yes, With Mitigation	The EIR/EIS evaluated potential impacts associated with the guidelines in the California Air Resources Control Board Air Quality and Land Use Handbook: A Community Health Perspective (see Section 3.15 of the EIR/EIS).
Policy AQ.4.1 Promote improved air quality benefits through energy conservation measures for new and existing development. (Further implemented through Actions AQ.4.1.1 through AQ.4.1.6)	Yes	The project would be required to comply with recently adopted changes to Title 24 of the California Code of Regulations regarding energy efficiency. In addition, the Rio del Oro Air Quality and Emissions Reduction Plan includes measures for energy efficiency.
General Plan Noise Element Policies	Consistency	Analysis
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. (Further implemented through Actions N.1.2.1 through N.1.2.3)	Yes, with Mitigation	Mitigation measures included in Section 3.16 of this EIR would ensure that noise impacts of the proposed project are consistent with the City's noise standards. These measures, to the maximum extent feasible, are intended to protect both outdoor and indoor areas from noise levels considered unacceptable.
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. (Further implemented through Actions N.1.3.1 and N.1.3.2)	Yes, with Mitigation	Non-residential uses are sited within specific areas of the project area and are located immediately adjacent to other noise generating uses in order to minimize the area impacted by these noise sources. Additionally, mitigation measures included in Section 3.16 of this EIR would ensure that impacts to existing noise sensitive areas are consistent with City standards.
Policy N.1.4 Mitigate noise created by proposed non-transportation noise sources to comply with the City's noise standards to the maximum extent feasible. (Further implemented through Actions N.1.4.1 through N.1.4.3)	Yes, with Mitigation	See discussion under Policy N.1.2 above.

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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.	Yes, with Mitigation	See discussion under Policy N.1.2 above. At present, the City has no plan to extend light rail service through the project area.
Policy N.1.6 Ensure that comfortable noise levels and adequate privacy are maintained in higher density development. (Further implemented through Action N.1.6.1)	Yes, with Mitigation	See discussion under Policy N.1.2 above.
Policy N.1.7 To the extent feasible and appropriate, the City shall require the use of temporary construction noise control measures for public and private projects that may include the use of temporary noise barriers, temporary relocation of noise-sensitive land uses, or other appropriate measures.	Yes with Mitigation	Construction noise impacts are reduced by mitigation measures included in Section 3.16 of this EIR. Mitigation includes methods described in this policy.
Policy N.1.8 New residential development shall only be allowed inside of the 60 CNEL Mather Airport Policy Area if the following conditions are met: - Noise insulation is provided in all new residential dwelling units that reduces interior noise levels to 45 dB with windows closed in any habitable room. - Prospective buyers are notified through the Public Report prepared by the California Department of Real Estate disclosing the fact that the parcel is located within the Mather Airport Policy Area. - An Aviation Easement is recorded on the property acknowledging that the property is located within the Mather Airport Policy Area. The easement shall grant the right of flight and unobstructed passage of all aircraft into and out of Mather Airport. The Aviation Easement shall be granted to the County of Sacramento, recorded with the Sacramento County Recorder and filed with the County Department of Airports.	Yes	The proposed project does not include any residential uses within the anticipated 60 CNEL contour for the Mather Airport. City coordination with and participation in the CLUP update process for Mather Airport is ongoing and includes consideration of the proposed project. The City has seen advance versions of the possible modifications to the existing 60 CNEL noise contours that might come out of the CLUP update and has avoided the inclusion of any noise sensitive land uses, including residential development, within these possible corridors.

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Policy N.2.2 Ensure that operational noise levels of new roadway projects will not result in significant noise impacts	Yes, With Mitigation	Section 3.16 of this EIR/EIS evaluates noise exposure associated with new roadway facilities.

MEMORANDUM

DATE: September 19, 2016

TO: Honorable Mayor and Council Members

FROM: Peter Ibrahim, Housing & Neighborhood Development Analyst



SUBJECT: 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR SUBMITTAL TO U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

RECOMMENDATION

Adopt Resolution 111-2016 approving the 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER) for submittal to the U.S. Department of Housing and Urban Development (HUD).

RESULT OF RECOMMENDED ACTION

The CAPER will be submitted to HUD in accordance with requirements and timelines.

BACKGROUND

The City receives an annual entitlement allocation of the Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD). The City received \$552,811 of CDBG funds in FY 2015-2016. The Community Development Block Grant allows the City to carry out housing and community development programs that are targeted primarily to low- and moderate-income households and individuals, including housing rehabilitation, neighborhood infrastructure improvements, and public services.

HUD requires an annual evaluation of their grant programs, also known as the Consolidated Annual Performance and Evaluation Report, or CAPER. The 2015-2016 CAPER describes the City's accomplishments in the implementation of programs and activities under the program. It also reports the progress of the City in meeting overall five-year goals and priorities, as well as identifying areas for improvement as a result of this annual review.

HUD regulations require that the public be given a 15-day period, September 5 - September 19, in which to review the CAPER and provide comments prior to approval by the City Council. Prior to the 15-day period, a public notice announcing the availability of the CAPER was published in the Grapevine Independent on August 19, 2016 and copies of the CAPER were made available for public review at City Hall, including the City's website. Any written comments or questions are responded to in writing by staff, and are included in the CAPER when it is submitted to HUD.

The 2015-2016 program year was the City's tenth year as an entitlement jurisdiction for CDBG funds. Staff has continually striven to provide training opportunities to new grant recipients and establish *best practices* with the goal of integrating them into the day-to-day and long-term implementation of the program. As a new initiative, the City has undertaken efforts to coordinate activities with our neighboring cities. Efforts have included standardizing reporting requirements and forms to help encourage efficiency and consistency, and sharing information from workshops. Staff continued to work on refining guidelines and procedures, and worked with service providers to provide technical assistance in administering CDBG funds.

Significant progress in satisfying performance goals was made during the past CDBG program year. The City was also able to sponsor several critical public services that many of our citizens have come to rely on – including senior nutrition programs, youth mentoring programs, and homelessness prevention programs.

Continuing challenges are recognized to include developing and implementing strategies to increase public review and input related to all CDBG efforts, to develop permanent solutions to homeless issues, to increase the availability of affordable housing, and to effectively remove barriers to affirmatively furthering fair housing.

FISCAL IMPACT

The CAPER will have no fiscal impact on the City.

ATTACHMENTS

1. Resolution 111-2016.
2. Draft City of Rancho Cordova 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER).
3. CAPER PowerPoint Presentation.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 111-2016****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE FY 2015-2016 CONSOLIDATED ANNUAL PERFORMANCE AND
EVALUATION REPORT**

WHEREAS, the City of Rancho Cordova has applied for and received Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG program; and

WHEREAS, HUD requires that entitlement jurisdictions complete an annual evaluation of their grants programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, City staff has completed the 2015-2016 CAPER; and

WHEREAS, a public notice announcing the availability of the CAPER and a 15-day public comment period for the report was published in the Grapevine Independent on August 19, 2016; and

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

1. Approves the 2015-2016 Consolidated Annual Performance and Evaluation Report (CAPER);
2. Authorizes the City Manager, or his designee, to submit the CAPER to the Department of Housing and Urban Development; and
3. Authorizes staff to make technical modifications to the CAPER as required by HUD.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

City of Rancho Cordova 2015-2016 Consolidated Annual Performance Evaluation Report



Introduction

As an entitlement grantee for the U.S. Department of Housing and Urban Development (HUD) formula Community Development Block Grant (CDBG) program, the City of Rancho Cordova is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) to analyze and summarize program accomplishments during the preceding program year. The CAPER assesses the City of Rancho Cordova and its subrecipients' progress in completing activities identified in the 2015-16 Action Plan, which covers the period July 1, 2015 through June 30, 2016. The CAPER also reports the progress in meeting overall five-year Consolidated Plan (Con Plan) goals and priorities, and identifies areas for improvement as a result of annual self-evaluations and HUD performance reviews. This year represents the fifth year of the City's second Consolidated Plan cycle (2011-2016). The 2015-16 program year was the City of Rancho Cordova's tenth year as an entitlement recipient of CDBG funds. The City of Rancho Cordova's Community Development Department serves as the lead agency for the administration of the City's CDBG funds. Questions regarding this report should be directed to:

Community Development Department
Peter Ibrahim
City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8751
pibrahim@cityofranhocordova.org

This report was made available for public review during a 15-day public comment period from September 5, 2016 to September 19, 2016. A public notice announcing its availability was published in the *Grapevine Independent* on August 19, 2016. Copies of this CAPER are made available for public review and comment in electronic format found online on the City of Rancho Cordova's website (www.cityofranhocordova.org) along with a printed copy located at City Hall. A public hearing on the report was held on September 19, 2016 at the Rancho Cordova City Council meeting held at City Hall, 2729 Prospect Park Drive, Rancho Cordova, California 95670. Any and all comments received during the public comment period are listed and addressed at the end of this document.



Summary of Resources and Distribution of Funds

The City received \$552,811 from the federal Community Development Block Grant (CDBG) program, in addition to \$275,100 in recaptured funding during the previous years.

During the 2015-2016 program year, the City was able to make notable progress toward the objectives identified in the 2015-2016 Action Plan. These objectives were:

- ▽ Arrest decline in deteriorated areas of the City by requiring rental property owners to fix code violations and improve their properties, and by increasing code enforcement efforts;
- ▽ Assist community-based organizations with additional financing that allows them to provide new or expanded services to target low-income residents, especially seniors and youth;
- ▽ Improve accessibility to public facilities for youth as well as youth crime prevention, primarily through after school activities for at risk populations.

During the 2015-2016 CDBG program year, the City used \$146,570 of CDBG funding to improve livability by way of Code Enforcement, the Rental Housing Inspection Program in our CDBG target area.

An additional \$43,000 of CDBG funding was used to fund programs that aid our senior population, including home-bound seniors, with access to nutritious meals, and seniors with severe memory loss, through the provision of senior respite day care services

The City assisted the Folsom Cordova Community Partnership with \$15,613 of CDBG funds to help support the Group Mentoring Initiative program that provides youth support and improves community involvement through intensive one-on-one and group youth mentoring.

To respond to those in the community who are homeless or in danger of becoming homeless, the City used \$18,000 for housing counseling services.

The City spent \$151,238 on capital improvement projects, including an outdoor recreation area at the Respite C.L.U.B., home rehabilitation and accessibility features via Rebuilding Together Sacramento. The City also spent \$275,100, adding a new traffic signal at International and Femoyer. The City allocated \$97,500 in staff time for planning and administration of the CDBG program, including extensive community outreach efforts in updating the 2016-2020 Consolidated Plan.

The City also used \$15,311 to intensify its role in fair housing efforts, including staff time, marketing and educational materials, and fair housing enforcement and mediation referrals.

Overview Narrative

During the 2015-16 program year, the City funded numerous public service activities, including those serving the elderly, youth, families, the homeless, and those at risk of homelessness. The City of Rancho Cordova is also leveraging several resources to improve the City's neighborhoods and to affirmatively further the fair housing needs of residents. Accomplishments in 2015-16 include:

- ✓ Continued attention to the quality of our City's rental housing stock, with 1,752 units inspected.
- ✓ Responded to 2,004 code complaints in the CDBG target area in efforts to improve aesthetics and bring our buildings up to standard.
- ✓ Partnering with Rebuilding Together Sacramento to assist 16 individuals through a Rebuild Day and the Safe at Home Project.
- ✓ Installation of a new traffic and pedestrian signal at the intersection of International Drive and Femoyer Street.
- ✓ Provision of youth support and intensive one-on-one and group mentoring to 112 youth aged 8-18 at 11 different public schools and community center sites in the Folsom Cordova Unified School District.
- ✓ A total of 142 seniors were served 15,070 meals through the Meals on Wheels program.
- ✓ 429 total households assisted with Housing Counseling, Tenant/Landlord mediation and the Renter's Helpline through Sacramento Self-Help Housing, Inc.
 - § Of the 127 households receiving assistance via the Renter's Helpline, 50 unique households served with fair housing services, including 5 opened cases in Rancho Cordova by Project Sentinel.
- ✓ 25 memory impaired seniors provided with mental and physical activities in a social environment, which in turn allowed those family and household caregivers some respite from caregiving responsibilities.

Staff has continually strived to provide training opportunities and technical assistance to grant subrecipients and has worked to establish "best practices," with the goal of integrating them into the day-to-day and long-term implementation of the program. In addition, the City is continuing its initiative to coordinate activities with neighboring cities, especially in regards to responding to fair housing-related efforts. Coordinated efforts include joint monitoring of common service providers, standardizing reporting requirements and forms to help encourage efficiency and consistency, and sharing information from workshops.

Table 1 reflects the adopted 2015-16 Action Plan.

TABLE 1
ACTION PLAN BUDGET AND GOALS

Goal	Activity	Activity Description	Output	Funding
Housing Programs				
HS-1, HS-2	Rental Housing Inspection Program	Inspect rental units in CDBG target areas to find and correct code violations.	900 units inspected	\$78,000
HS-1, HS-2	Code Enforcement	Provide code enforcement services in CDBG target areas	900 units inspected	\$78,000
HS-1, HS-2	Fair Housing	Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints.	30 households provided assistance and education	\$2,500 Services Funding (in addition to \$12,811 from Planning and Admin.)
Public Facilities and Improvements				
CD-2, CD-3, CD-4	Respite C.L.U.B	Redesign and restructure outdoor recreation area at the Respite C.L.U.B	1 public facility renovated	\$90,000
CD-2, CD-3, CD-4	International and Femoyer Traffic Signal*	Construction of a traffic signal at the International Drive and Femoyer Street intersection	1 public works project completed	\$275,100
CD-2 CD-3 CD-4	Rebuilding Together Sacramento	Home repair event, Rebuild Day, where an average of 500 volunteers repair between 6-10 homes primarily in one day.	30-35 homes renovated, repaired, or upgraded.	\$70,000

Goal	Activity	Activity Description	Output	Funding
		Rebuilding Together Sacramento will also administer the Safe at Home Project, which would install minor accessibility features throughout the year. Trained and experienced volunteers will install the items in 23-27 homes.		
Public Services				
CD-2, CD-3	Group Mentoring Initiative (Folsom Cordova Community Partnership)	Provide youth support and improve community involvement through intensive group and one-on-one youth mentoring	100 youth served	\$19,000
CD-1, CD-3	Senior Nutrition Program (Meals on Wheels)	Provide homebound seniors with hot meals or frozen heat-and-serve meals and provide congregate meals to seniors at the Cordova Senior Center.	175-205 seniors provided meals. A daily average of 36 Home Delivered Meal participants and 22 Congregate Meal participants.	\$33,000
CD-1, CD-3	Respite C.L.U.B.	Provides caregiver respite day care services for seniors with severe memory loss.	29 seniors provided day care services	\$10,000
Homeless Assistance				
HA-1, CD-3	Sacramento Self-Help Housing	Provide housing services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing.	150 households provided counseling	\$11,000

Goal	Activity	Activity Description	Output	Funding
HA-1, CD-3	Sacramento Self-Help Housing	Responds to requests from Rancho Cordova residents who are in danger of becoming homeless due to conflicts with their landlord or property manager and are seeking assistance.	100 households provided counseling	\$7,000
Planning & Admin				
	Planning and Administration	Provide general administration of the CDBG program, including all planning and reporting activities	1 year of program administration	\$110,311 (\$12,811 of this total to be used to further Fair Housing efforts)

TABLE 2
ANNUAL ACHIEVEMENT AND PROGRESS TOWARD MEETING FIVE-YEAR GOALS

Project/Service Type	Annual Accomplishment	Annual Goal	Over (Short) Annual Goal	5-year Goal (2011-16)	Over (Short) 5-year Goal (2011-16)
Housing Programs					
Rebuilding Together Sacramento	16 homes	30 homes	(14) homes	21 owner-occupied units;	(5) homes
Rental Housing Inspection Program	1,752 homes	800 homes	952 homes	2,500 homes	3083homes
Code Enforcement	2,004 homes	800 homes	1204homes	2,500 homes	4515 homes
Fair Housing Services	50 households	30 households	20 households	500 households	(205) ² households
Homeless Assistance					
Homeless Prevention	302 households	250 households	52 households	250 persons	528 ³ persons
Public Facilities & Improvements					
Infrastructure Improvements	2 projects	2 projects	Goal was met	2 projects	5 projects
Public Services					
Youth Services	112 youth	100 youth	12 youth	1,000 youth	(355) youth
Senior Services⁴	171 seniors	234 seniors	(63) seniors	2,500 seniors	(1,366) seniors
Housing Services	Rebuilding Together Sacramento: 16 households				
	Sacramento Self-				

Project/Service Type	Annual Accomplishment	Annual Goal	Over (Short) Annual Goal	5-year Goal (2011-16)	Over (Short) 5-year Goal (2011-16)
Help Housing: 429 households Including 50 households for Fair Housing					
Special Needs (all programs)					
Disabled	179	--	--		--
Senior (62+)	203	--	--		--
Female-headed	150	--	--		--
Large family (5+)	102	--	--		--
Total persons/households	708				--
Low/mod households	686	--	--		--
Percent low-mod served	96.8%	--	--		--

² The City has re-evaluated its fair housing expectations and included a new category of services, Tenant-Landlord Mediation, to help supplement the Housing Counseling and the evaluation of true fair housing issues in contrast to life circumstance issues. Tenant-Landlord Mediation is included in the Housing Counseling and homelessness prevention category. The Goals in the Consolidated Plan reflect the original number, before the City's re-evaluation of fair housing and Tenant-Landlord Mediation needs.

³ This total includes both Housing Counseling for homelessness prevention and Tenant-Landlord Mediation to prevent evictions and relocations.

⁴ The Senior Services category includes Meals on Wheels and Respite C.L.U.B. activities, as described in the 2015-16 Action Plan.

Program Descriptions

Housing Programs

Rebuilding Together Sacramento

Rebuilding Together Sacramento administered a two-pronged home repair program.

The Rebuild Day is a collaborative home repair event where an average of 500 volunteers repair between 6-10 homes particularly in one day. The Safe at Home Project would install minor accessibility features throughout the year. Trained and experienced volunteers will install the items in 23-27 homes to increase the home's accessibility. The type of safety features include grab bars, smoke and fire detectors, hall and step hand rails, shower seats and hoses, transfer poles, raised toilet seats and some wheelchair ramps.

2015-16 Objective: 30-35 homes renovated, repaired, or upgraded.

Funding Allocated: \$70,000

2015-16 Accomplishment: 16 households assisted

Goals Met: Goals identified in 2011-2016 Consolidated Plan pg. 46

Actual Expenditure: \$69,977.37

Narrative:

RTS coordinates the event from start to finish, including home previews and selection, work scope planning, supply management, fundraising, volunteer recruitment and training, logistics, reporting and homeowner relations.

TABLE 3
REBUILDING TOGETHER SACRAMENTO: REBUILD DAY & SAFE AT HOME PROJECT

Category	Total	Percent of Total HH
Total Households (HH)	16	100%
Income		
Extremely Low-income	9	40%
Very Low-Income	3	40%
Low-income	3	20%
Income > 80% AMI	1	6%
TOTAL Low-Mod Income	15	94%
Special Needs		
Disabled HH Member	10	63%
Senior Headed HH	7	44%
Female Headed HH	10	63%
5+ Person HH	0	0%
Race		
White	10	63%
Black or African-American	1	6%
Asian	1	6%
American Indian or Alaskan Native	0	0%
Native Hawaiian or Pacific	0	0%
Multiracial/Other	1	6%
No response	3	19%
Hispanic		
Hispanic	3	29%
Non-Hispanic	13	81%



Rental Housing Inspection Program

Inspect rental housing units in CDBG target areas to find code violations and require rental property owners, landlords, and property managers correct those violations of health and safety codes.

2015-16 Objective: 800 units inspected

Funding Allocated: \$78,000

2015-16 Accomplishment: 1,752 units inspected in the CDBG Target Area

Goals Met: Rental Housing Inspection Program (Goals identified in 2011-2016 Consolidated Plan pg. 46)

Actual Expenditure: \$68,570.52

Narrative: During the 2015-16 program year, the Rancho Cordova Rental Housing Inspection Program conducted 1,752 rental housing inspections. Rental inspectors identified health and safety violations located in currently occupied rental housing units, including both single-family and multi-family rental units, and worked with tenants and landlords to facilitate repair and remediation. The identified violations consisted primarily of substandard conditions related to deferred maintenance, electrical, exterior protection, and plumbing problems.

Fair Housing + (Renters Help Line)

Provide fair housing services to residents by responding to inquiries of illegal housing discrimination and investigating discrimination complaints.

2015-16 Objective: 100 households provided assistance and education

Funding: \$15,311 (\$2,500 from services, and \$12,811 from Planning and Administration)

2015-16 Accomplishment: 127 households provided assistance
50 Fair Housing Cases investigated or escalated to State or Federal Fair Housing enforcement
118 Tenant-Landlord services intended to prevent evictions or unnecessary relocations.

Actual Expenditure: \$15,311

Narrative: The City serves as a stakeholder in the advancement of a regional approach to Fair Housing services, the City partners with Sacramento Self Help Housing (SSHH) to provide fair housing and tenant/landlord services. These services also include a Renters Helpline that was designed to determine if calls represented a fair housing issue or a tenant/landlord or life crisis issue. Staff was trained to answer calls and make accurate determinations. The City is



working with Sacramento Self-Help Housing to provide tenant-landlord counseling, case management, and fair housing referrals. The City has also established a Renters Helpline, which serves as a collaborative approach between Sacramento Self-Help Housing (SSHH), the Rental Housing Association and Project Sentinel to provide a telephone hotline, tenant education and housing assistance, and mediation services for Rancho Cordova residents in a housing crisis or dispute. The Renters Helpline team deals directly with concerns about landlord-tenant disputes while fair housing issues are identified and referred to Project Sentinel. The goals of the collaborative team are to reduce housing discrimination, promote public awareness of fair housing laws and rights and assist persons with disabilities.

DRAFT

TABLE 4
FAIR HOUSING ACHIEVEMENTS (RENTERS HELP LINE)

Category	Total	Percent of Total HH
Total Households	127	100%
Income		
Extremely Low-income (0-30%)	68	54%
Low-income (31-50%)	45	35%
Moderate Income (51-80%)	8	6%
Income > 80% AMI	6	5%
TOTAL Low-Mod Income	121	95%
Special Needs		
Disabled HH Member	37	29%
Senior Headed HH	61	48%
Female Headed HH	16	13%
5+ Person HH	10	8%
Race		
White	43	34%
Black or African-American	29	23%
Asian	1	1%
American Indian or Alaskan Native	0	0%
Native Hawaiian or Pacific	2	2%
Multiracial	45	35%
Other/No response	0	0%
Ethnicity		
Hispanic	16	13%
Non-Hispanic	111	87%

Code Enforcement

Provide code enforcement services in the redevelopment area and CDBG target areas.

2015-16 Objective: 800 homes inspected

Funding Allocated: \$78,000

2015-16 Accomplishment: 2,004 homes inspected in the CDBG Target Area

Goals Met: General Code Enforcement Inspection Program (Goals identified in 2011-2016 Consolidated Plan pg. 47)

Actual Expenditure: \$78,000

Narrative: During the 2015-16 program year, Code Enforcement Officers conducting work in CDBG designated areas responded to 2,004 cases. Cases consisted of a wide range of blight and other nuisance conditions such as: graffiti, illegal dumping, inoperable vehicles, as well as unsecured and non-maintained vacant or foreclosed buildings. While the Rental Housing inspection program is exclusively for rental housing, the Code Enforcement activity is a complementary program that addresses single-family owner occupied residential health and safety issues as well as commercial and industrial property violations in the CDBG target area.

Public Facilities and Improvements

International and Femoyer Traffic Signal

2015-16 Objective: 1 Public Works project completed

Funding: \$275,100

2015-16 Accomplishment: 1 construction project completed

Goals Met: Infrastructure Improvements (Goals identified in 2011-2016 Consolidated Plan pg. 56)

Actual Expenditure: \$275,100

Narrative:

The project is a pedestrian focused four-way traffic signal at the intersection of International Drive and the recently completed Femoyer Street. This signal allows for improved access to the Veterans Affairs Hospital located at Mather Field, as well as improved pedestrian safety for the low-and moderate-income multi-family residential dwellings located along International Drive.



Outdoor Recreation Area – Cordova Neighborhood Church

2015-16 Objective: 1 Public Facility Renovated

Funding: \$90,000

2015-16 Accomplishment: 1 construction project completed

Goals Met: Public Facility Improvement (Goals identified in 2011-2016 Consolidated Plan pg. 56)

Actual Expenditure: \$81,260.80

Narrative:

In partnership with the SMUD leadership team, the project redesigned and restructured the outdoor recreation area at the Respite C.L.U.B., currently located at the Cordova Neighborhood Church located on Coloma Road. The project benefits the memory impaired senior citizens who attend the Respite C.L.U.B. Moreover, the outdoor recreation area provides an increased opportunity for social interaction, gardening and community building.

Public Services

Group Mentoring Initiative

Provide youth support and improve community involvement through intensive one-on-one youth mentoring.

2015-16 Objective: 100 youth served

Funding Allocated: \$19,000

2015-16 Accomplishment: 112 youth served

Goals Met: Youth Services (Goals identified in 2011-2016 Consolidated Plan pg. 53)

Actual Expenditure: \$15,613.15

Narrative: The Group Mentoring Initiative run by the Folsom Cordova Community Partnership is a program that facilitates both group and one-on-one mentoring for at-risk and disadvantaged youth. The program uses a multi-faceted mentoring and activity-based curriculum to encourage youth to stay away from socially disadvantageous activities and to pursue education and active community engagement. In 2015-16, the Group Mentoring Initiative provided mentoring to 143 youth ages 8-18 at 11 public schools and community center sites in the Folsom Cordova Unified School District. Each of the sites that hosted the group mentoring program saw positive results in their students who were involved in the program, including increased attendance, increased positive behaviors, and increased participation in class. School administrators asked for additional mentor

groups on their school campuses for the 2015-16 school year, another sign that the program was a success.

DRAFT

TABLE 5
GROUP MENTORING INITIATIVE ACHIEVEMENTS

Category	Total	Percent of Total HH
Total Persons	112	100%
Income		
Extremely Low-income (0-30%)	60	54%
Low-income (31-50%)	17	15%
Moderate Income (51-80%)	24	21%
Income > 80% AMI	11	10%
TOTAL Low-Mod Income	87	61%
Special Needs		
Disabled HH Member	2	2%
Senior Headed HH	0	0%
Female Headed HH	9	8%
5+ Person HH	33	29%
Race		
White	41	37%
Black or African-American	17	15%
Asian	6	5%
American Indian or Alaskan Native	0	0%
Native Hawaiian or Pacific	0	0%
Multiracial/Other	20	18%
No response	21	19%
Ethnicity		
Hispanic	30	27%
Non-Hispanic	82	73%

*18 participants did not report an income



Senior Nutrition (Meals on Wheels)

Provide homebound seniors with hot meals or frozen heat-and-serve meals, and provide lunch to seniors at the Cordova Senior Center.

2015-16 Objective: 142 seniors provided meals

Funding Allocated: \$33,000

2015-16 Accomplishments: 48 seniors provided congregate meals
 94 seniors provided home delivered meals
 142 total seniors served
 2,426 congregate meals provided
 12,644 home delivered meals provided
 15,070 total meals

Goals Met: Senior Services (Goals identified in 2016-2020 Consolidated Plan pg. 128)

Actual Expenditure: \$32,999.60

Narrative: The Meals on Wheels program provides homebound seniors with hot meals or frozen heat-and-serve meals, and provides lunch to seniors at the Cordova Senior Center. In 2015-16, a total of 142 unduplicated seniors received 15,070 meals and safety net services through Meals on Wheels by ACC. Of that total, 94 homebound frail seniors received a total of 12,644 home delivered meals to help them maintain their daily nutrition, safety, and choices on where they wish to live. Another 48 participants were served 2,426 hot meals and friendship at the congregate meal program's All Seasons Café hosted at the Cordova Senior Activities Center.

The amount expended to serve meals to Rancho Cordova Senior residents in need exceeded the funding allocation by \$9,497.80.

TABLE 6
MEALS ON WHEELS ACHIEVEMENTS

Category	Total	Percent of Total HH
Total persons	142	100%
Income		
Extremely Low-income (0-30%)	56	39%
Low-income (31-50%)	72	51%
Moderate Income (51-80%)	11	8%
Income > 80% AMI	3	2%
TOTAL Low-Mod Income	139	98%
Special Needs		
Disabled HH Member	3	2%
Senior Headed HH	68	57%
Female Headed HH	40	37%
5+ Person HH	2	1%
Race		
White	88	62%
Black or African-American	20	14%
Asian	8	6%
American Indian or Alaskan Native	1	1%
Native Hawaiian or Pacific	4	3%
Multiracial/Other	11	8%
No response	10	7%
Ethnicity		
Hispanic	9	6%
Non-Hispanic	133	94%



Respite C.L.U.B.

Provide senior respite day care services to seniors with severe memory loss.

2015-16 Objective: 29 seniors provided day care services

Funding Allocated: \$10,000

2015-16 Accomplishment: 25 seniors provided care services

Goals Met: Senior Services (Goals identified in 2011-2016 Consolidated Plan pg. 53)

Actual Expenditure: \$10,000

Narrative: The Respite C.L.U.B. operated by the Cordova Neighborhood Church, provides day care services to seniors with severe memory loss. In 2015-16, 25 seniors were provided with mental and physical activities in a social environment, which in turn allowed those clients' caregivers to receive respite.

The program's goals in 2015-16 were to improve participants' physical and mental skills and increase personal satisfaction. This was accomplished by playing various games and encouraging all efforts. Self-esteem and satisfaction were noted as the players smiled, cheered, and raised arms for themselves and others. The program had a very successful, active, and creative year, with themes were planned for seasons and holidays. For example, Mother's Day was themed around "Mom's Tea." Tables were decorated with placemats, tea, cookies, and center pieces. Children visited and everyone sang together. Seniors participated in other stimulating and varied activities, such as making ice cream, decorating holiday bags for Easter Seals, creating greeting cards, planting flowers for neighbors. In addition, staff (including interns and volunteers) received training and assistance by attending Alzheimer's conferences and workshops, first aid, CPR, and AED training. The C.L.U.B. also enjoyed preparing for and marching/wheeling in the 4th of July parade. Respite C.L.U.B. continues to provide a unique and much needed service in the community, which is why the City plans to continue funding this program.

TABLE 7
RESPITE C.L.U.B. ACHIEVEMENTS

Category	Total	Percent of Total HH
Total Persons	25	100%
Income		
Extremely Low-income (0-30%)	25	100%
Low-income (31-50%)	0	0%
Moderate Income (51-80%)	0	0%
Income > 80% AMI	0	0
TOTAL Low-Mod Income	25	0%
Special Needs		
Disabled HH Member	25	100%
Senior Headed HH	21	67%
Female Headed HH	22	71%
5+ Person HH	3	4%
Race		
White	21	83%
Black or African-American	2	4%
Asian	1	4%
American Indian or Alaskan Native	1	8%
Native Hawaiian or Pacific	0	0%
Multiracial	0	0%
Other/No response	0	0%
Ethnicity		
Hispanic	1	4%
Non-Hispanic	24	96%

Homeless Assistance

Sacramento Self-Help Housing Homelessness Prevention

Provide housing services to residents who are in danger of homelessness, or who are already homeless, to aid them in securing stable housing.

2015-16 Objective: 150 households provided counseling

Funding Allocated: \$11,000

2015-16 Accomplishments: 184 households provided counseling

Goals Met: Homeless Prevention Services (Goals identified in 2011-2016 Consolidated Plan pg. 50)

Actual Expenditure: \$11,000

Narrative: Sacramento Self Help Housing, Inc. (SSHH) directly provided housing counseling to 184 homeless or near homeless households, either through phone counseling or in person. SSHH provided these services at two different locations in Rancho Cordova, including the Rancho Cordova Department of Human Assistance (DHA) office and the Rancho Cordova Neighborhood Center. Housing counseling included housing referrals and referrals to other social service agencies when appropriate. According to SSHH, the largest challenge in implementing their services is the scarcity of well-managed subsidized low-rent housing in Rancho Cordova. While SSHH provides counseling and knowledge to people about their housing situation and options, the requisite housing is often not available for those who need it.

TABLE 8
SACRAMENTO SELF-HELP HOMELESS PREVENTION

Category	Total	Percent of Total HH
Total Households	184	100%
Income		
Extremely Low-income (0-30%)	129	70%
Low-income (31-50%)	37	20%
Moderate Income (51-80%)	16	9%
Income > 80% AMI	2	1%
TOTAL Low-Mod Income	182	99%
Special Needs		
Disabled HH Member	92	50%
Senior Headed HH	23	13%
Female Headed HH	44	24%
5+ Person HH	26	14%
Race		
White	81	44%
Black or African-American	61	33%
Asian	2	1%
American Indian or Alaskan Native	1	1%
Native Hawaiian or Pacific	2	1%
Multiracial/Other	8	4%
No response	29	16%
Ethnicity		
Hispanic	34	18%
Non-Hispanic	150	82%



Sacramento Self-Help Housing Tenant Landlord Services

Responds to requests from Rancho Cordova residents who are in danger of becoming homeless due to conflicts with their landlord or property manager and are seeking assistance.

2015-16 Objective: 150 households provided counseling

Funding Allocated: \$7,000

2015-16 Accomplishments: 118 households provided counseling

Goals Met: Homeless Prevention Services (Goals identified in 2016-2020 Consolidated Plan pg. 128)

Actual Expenditure: \$7,000

Narrative: SSHH also provided tenant landlord services to an additional 118 households. SSHH provided these services at two different locations in Rancho Cordova, including the Rancho Cordova Department of Human Assistance (DHA) office and the Rancho Cordova Neighborhood Community Center. SSHH provides the Rancho Cordova community with needed resources that help individuals and families better understand their housing situation and housing options. SSHH often receives referrals from the Rancho Cordova Code Enforcement team, and helps these individuals negotiate with landlords to help them find their way through a particular housing problem or crisis. SSHH will educate the tenant on their rights and responsibilities and refer any possible discrimination cases to Project Sentinel.

TABLE 9
SACRAMENTO SELF-HELP TENANT LANDLORD SERVICES

Category	Total	Percent of Total HH
Total Households	118	100%
Income		
Extremely Low-income (0-30%)	94	80%
Low-income (31-50%)	19	16%
Moderate Income (51-80%)	3	3%
Income > 80% AMI	2	2%
TOTAL Low-Mod Income	116	98%
Special Needs		
Disabled HH Member	20	17%
Senior Headed HH	30	25%
Female Headed HH	19	16%
5+ Person HH	10	8%
Race		
White	60	50%
Black or African-American	24	20%
Asian	1	1%
American Indian or Alaskan Native	1	1%
Native Hawaiian or Pacific	0	0%
Multiracial/Other	26	22%
No response	5	4%
Ethnicity		
Hispanic	10	8%
Non-Hispanic	108	92%

Planning and Administration Activities

CDBG Planning and Administration

Provide general administration of the CDBG program, including all planning and reporting activities.

2015-16 Objective: 1 year of program administration: conduct administrative services, train staff and carry out other administrative and planning activities related to the CDBG program as well as other programs serving the target- income and special needs populations.

Funding: \$110,311 (\$12,811 of this total used to further fair housing efforts)

2015-16 Accomplishment: The CDBG program was implemented in accordance with federal requirements.

Actual Expenditure: \$110,311

Fair Housing Expenditures from Planning and Administration: \$15,311

Narrative: CDBG staff carried out administrative and management functions of the CDBG program, including assistance to organizations responsible for implementing the activities described in the 2015-16 Action Plan and Action Plan Amendment. Staff strives to maintain regular and open communication with grant subrecipients, and have worked to provide extra assistance and resources to further their efforts. The hope is that staff can strengthen relationships with nonprofits in the community that provide crucial services to CDBG target populations.

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2015-16 Summaries

Summary of 2015-16 CDBG Allocation

Category	2015-16 Funds Allocated
Planning and Administration	\$110,311
Public Services	\$82,500
Housing Programs (Rental Housing Inspection Program & Code Enforcement)	\$156,000
Public Facilities	\$435,100*
Total	\$ 783,911

Summary of 2015-16 CDBG Expenditures

Category	2015-16 Funds Expended
Planning and Administration	\$110,311
Public Services	\$79,112.75
Housing Programs (Rental Housing Inspection Program & Code Enforcement)	\$146,570.52
Public Facilities	\$426,338.17
Sub Total	\$762,332.44
YE Unallocated Funds	\$44,000
YE Unliquidated Obligations	\$21,578.56
YE Net Remaining	\$65,578.56

*Dollar amount includes \$275,100 for the International and Femoyer Traffic Signal

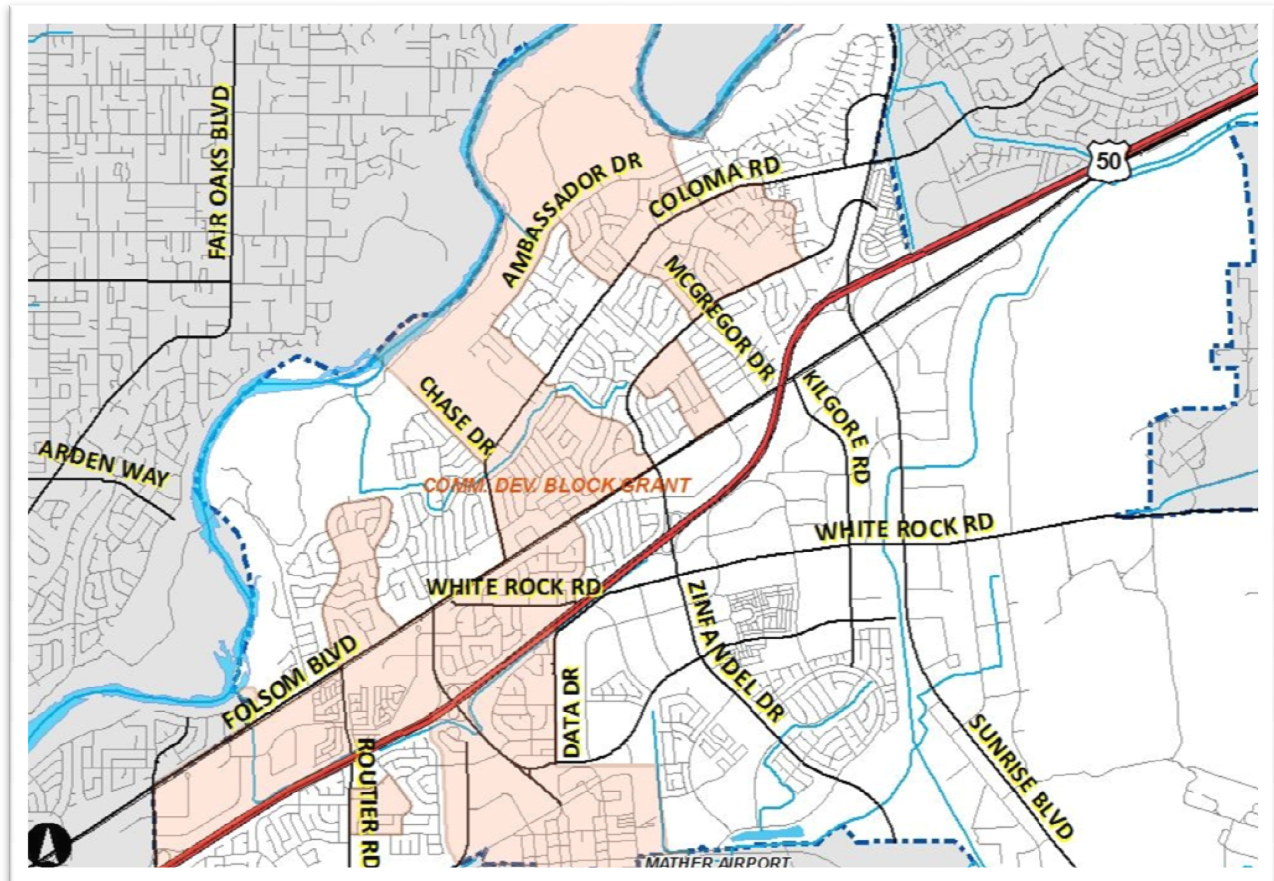
Total Public Services Calculation	(15% Max)
2015-16 CDBG Allocation	\$552,811
2015-16 Program Income	\$0.00
Total 2015-16 Public Services Expenditures	\$79,112.75
Percentage of Total Funding	14.3%

Geographic Distribution

Geographic distribution of activities is widely varied, but most take place in or near a low- and moderate-income area. The location of an activity largely depends on the type of activity. Some of the City's 2015-16 activities, such as Meals on Wheels and Housing Counseling, are able to take place across the entire City.

The rental housing inspection program and code enforcement activities funded by CDBG take place in the City's designated CDBG target areas, as seen in Figure 1. The investment of other public and private funds in these areas will provide a comprehensive approach to revitalization.

FIGURE 1
CDBG TARGET AREA



The investment of other public and private funds in these areas has, in the past, provided the potential for a comprehensive approach to revitalization. Unfortunately, recent State legislation eliminated Redevelopment Agencies and Redevelopment Areas, a challenge for Rancho Cordova (and other cities), as resources previously available for revitalization efforts are now unavailable. While the overlap between the CDBG target area and the City's Community Redevelopment Area has provided opportunities to leverage funding and maximize outcomes in the past, the lack of redevelopment dollars has put additional strain on the CDBG funds and the projects and services that rely on them.

Minority Distribution

The City of Rancho Cordova strives to make all of its programs and activities available to eligible low- and moderate-income residents regardless of sex, race, religious background, or disability. Findings from the City's 2010-11 Analysis of Impediments reveal an unequal distribution of minority households throughout the City. As a result, many programs, including senior services, youth services, and housing counseling are available to residents citywide. Programs with a specific location, such as Rancho Cordova Neighborhood Center, are located in areas with varying levels of minority concentration with an emphasis on higher concentration areas. Projects that have a specific, pre-determined geographic location are often located in or near areas of minority concentration.

Affirmatively Furthering Fair Housing (AFFH)

In program year 2010-11, the City completed its first Analysis of Impediments to Fair Housing for the 2011-16 Consolidated Plan. The Analysis of Impediments study included surveys of both the general public and of fair housing stakeholders in the region. Fair housing issues identified in the analysis show a lack of public knowledge of fair housing rights and lack of easily available information on the nature and basis of housing discrimination.

During the 2015-16 program year, the City partnered with Sacramento Self Help Housing (SSHH) to provide fair housing and tenant/landlord services during the second quarter of the year. The City is also a partner in the Renters Helpline, designed to determine if calls represented a fair housing issue or a tenant/landlord or life crisis issue. Staff at SSHH is trained to answer calls and make accurate determinations. The Renters Helpline assisted 127 households, of which 50 households received fair housing assistance, and a Tenant-Landlord mediation program, of assisted 118 households. The new 2015-16 CDBG program year will call this program out independently and report on them independently.

Led by the Sacramento Housing and Redevelopment Agency (SHRA), the City of Rancho Cordova and surrounding constituent entities are part of a regional collaborative effort that is procuring for a professional consulting firm to conduct public outreach, and to develop and write the AFFH regional analysis.

Affordable Housing

The City continues to address its affordable housing needs in a variety of ways. For example, the City's partnership with Rebuilding Together Sacramento makes it possible for income qualified residents to receive emergency health and safety repairs to their homes. These residents might otherwise not have a habitable home. The repair program also contributes towards the continued preservation of the existing stock of affordable housing, a high priority goal identified in the 2011-2016 Consolidated Plan.

The City also preserves affordable housing through code enforcement and rental inspection efforts, which ensure that all rental housing is safe and habitable. The continued success of the rental housing inspection and code enforcement programs, run by the City's Neighborhood Services Division, has been realized in large part because these efforts receive CDBG assistance.

The City also continues to actively participate in the replacement of substandard rental housing and the creation of additional affordable rental units. The Crossings at New Rancho, an affordable housing development for families in Rancho Cordova, has not only increased the number of affordable housing units in the community, but the development has actually contributed towards the improvement of adjacent properties. The City is in the process of securing funding for two other affordable housing projects in the works: Horizons at New Rancho, which would provide 48 independent living units for senior citizens, and Mather Veterans Village, which would provide both transitional and permanent supportive housing for veterans in the region. Phase 1 of the Mather Veterans Village is comprised of 50 units of permanent supportive housing for veterans. Phase 2 offers transitional living for veterans who are returning from service and Phase 3, which is in pre-development, is planned as a replica of Phase 1.

Continuum of Care Narrative

The City of Rancho Cordova has established a set of strategies and priority actions to expand the City's homeless programs and services and to provide supportive housing opportunities and services to the elderly, disabled veterans, and persons with special needs. For example, the City continued to fund Sacramento Self-Help Housing (SSHH) in the 2015-16 program year, as SSHH provides vital services and resources to individuals and families who are homeless or are at risk of homelessness.

Throughout the 2015-16 program year, the City has identified the following populations as having high priority needs: elderly, frail elderly, disabled persons including veterans, female-headed households and those households of modest income working in our City. Additionally, the City identified the following as high-priority special housing and service needs: housing rehabilitation and emergency repair, rental inspection, neighborhood parks and facilities, and senior and youth services.

Local Service Provider Assistance



During the 2015-16 program year, the City identified local service organizations that provide assistance to the homeless, households at-risk of homelessness, seniors, and other special needs groups. These subrecipients have all received CDBG funding in the past from the City; CDBG staff and City Council have realized the continued need for the services they provide.

Senior Services

In 2015-16, the City continued its funding of senior meal services through Meals on Wheels by ACC. The CDBG funds granted by the City funded two components of the integrated Senior Nutrition program managed by ACC; a congregate meal program (where meals are provided at the Cordova Senior Center site), and a home-delivered meal program for homebound seniors. These programs combined to serve 142 seniors. The total number of meals served in Rancho Cordova amounted to 15,070. Two other programs also provided support to seniors in the City. The Respite C.L.U.B. provided day-care services to 25 seniors with memory disabilities, affording family caregivers down time while giving the seniors in the program opportunities to socialize and engage in positive cognitive activities. Additionally, Rebuilding Together Sacramento served 7 additional seniors in the 2015-16 program year, helping them to live in a safe and suitable environment.

Homeless and Homeless Prevention Services

The City contracts with Sacramento Self-Help Housing to provide counseling to low-income households who are homeless or at risk of becoming homeless. This program is intended to prevent homelessness, and the counseling helps individuals and households to maintain housing stability. Sacramento Self-Help Housing (SSHH) also provided assistance to tenants facing relocation as the result of the sale or dilapidation of their housing or other catastrophe. The City also participates in the regional Continuum of Care through the Sacramento Steps Forward joint powers association that manages the Sacramento Area Continuum of Care process. Residents can also call the Renters Helpline at (916) 389-7877 and get access to homeless and homelessness prevention services. Rancho Cordova is also home to the Mather Community Campus, a transitional living facility that supports homeless individuals and families and includes job training as well as housing and supportive services. The City is currently working in coordination with the County, Mather Veterans Hospital and a competitively selected non-profit development team to develop a comprehensive range of housing opportunities for homeless, near homeless and disabled veterans.

The City of Rancho Cordova also contracts with Sacramento Steps Forward for one full-time outreach Navigator. The Navigator seeks out the homeless to provide outreach services, gathers information through a vulnerability index survey, inputting the data into the County Homeless Management Information System, and then works to connect clients with identification documents, income sources, substance abuse and mental health services, with the ultimate goal of finding shelter and housing.

Other Actions

Actions to Address Obstacles to Meeting Under-Served Needs

The need for affordable housing for lower-income households and supportive housing for persons with special needs continues to exceed available resources. The City has provided services, discussed previously under the Continuum of Care narrative, and has worked to afford housing opportunities to under-served groups, including individuals with severe disabilities. The City continues its active participation in County, Mather Hospital and service provider efforts to locate and develop a continuum of housing opportunities for disabled Veterans.

Fostering and Maintaining Affordable Housing

In addition to working with Rebuilding Together Sacramento, the City plans to continue pursuing federal and non-federal resources to advance affordable housing opportunities. The City has received a CalHOME grant from the State of California to fund a Residential Rehabilitation Program that would make large amount loans (up to \$60,000) to make repairs and increase the livability of the City's housing stock. Mather Veterans Village is a disabled and homeless veterans facility intended to operate in partnership with the Mather Veterans Hospital and the Department of Veterans Affairs. The City will also continue to support the Rental Housing Inspection and Code Enforcement programs to encourage housing providers to maintain the available stock of affordable and accessible rental housing.

Barriers to Affordable Housing

Rancho Cordova has made significant progress in meeting the housing needs of its very low-, low-, and moderate-income residents. Yet despite falling home prices in the Sacramento region, home prices and rents are still high enough to make it difficult for extremely low- and very low-income households to locate an affordable unit.

A continued supply of housing affordable to all household income levels is essential to meet the needs of the City's residents. Although there will be opportunities to construct new affordable housing, the City is also concerned with preserving and rehabilitating current affordable housing resources.

To assure the continued production of affordable housing, the City has examined possible constraints and barriers. Constraints to affordable housing are both governmental and non-governmental. Governmental constraints include land use controls, entitlement processing, fees, and building codes.

Land use controls are necessary to ensure orderly and appropriate development and growth in the City. Fees, land dedication, and public improvements are usually required as part of land development and entitlement processing to ensure an adequate supply of infrastructure, parks, and schools to serve the development. To facilitate the development of affordable housing, the City will

consider waiving or deferring fees or assisting developers in locating resources for funding affordable housing.

Non-governmental constraints include the supply and cost of vacant land. The City has undertaken an inventory of vacant property suitable for housing development and determined that there are 550 acres available for single-family development in Rancho Cordova. This inventory indicates the need for lot consolidation and other entitlements to create a sufficient supply of land for the needs of the City. The City's General Plan allows for these entitlements to be granted for the development of affordable housing; it also allows for multi-family affordable housing to be constructed in certain commercial zones.

The City has identified a number of actions it will take to identify and address current barriers to affordable housing including the following:

- To continue to provide assistance to preserve existing affordable housing by establishing a biannual monitoring program to identify assisted housing units at risk of losing their affordability subsidies or requirements, and continue to assist in the creation of new affordable housing by prompting available incentives. Incentives will be promoted on the City's website, in brochures, and by making referrals.
- To continue to offer regulatory relief and incentives such as fee reductions or deferrals reduced parking requirements, density bonuses, priority permit processing, and technical assistance in project processing, and accessing funding for special needs households and for the development of affordable housing.
- Developers of new residential projects within the City's newly developing areas are required to prepare an Affordable Housing Plan that the City reviews and approves.
- The City of Rancho Cordova will study the potential benefit to offer and to support home purchase programs targeted to lower-income (low and very low), immigrant, and minority households.
- Support efforts to educate tenants and owners and agents of rental properties regarding their fair housing rights and responsibilities.
- Support local advocate agencies and community stakeholders in efforts to disseminate fair housing information to people within the community.
- Monitor the incidence of housing discrimination complaints by reviewing reports made to enforcement agencies and advocates, consulting with fair housing educators and housing providers, and soliciting public comment. The results will be reported annually in the CAPER.
- Work with local agencies such as the Sacramento Self-Help Housing to improve the collection and reporting of information on discrimination, particularly based on race, disability, familial status, and national origin.
- The City encourages a mixture of household incomes in new developments. As part of the Annual Action Plan, the City will track changes in geographic concentrations for lower-income and minority households via U.S. Decennial Census data and American Community Survey data.

- The City will explore strategies (such as pursue HOME funding or support applications for subsidized housing) to ensure appropriate amounts of adequately sized units are added to the City's rental housing supply as a result of new construction.

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Overcome gaps in institutional structures and enhance coordination

As a result of the slow economic recovery, California's budget constraints, and the elimination of Redevelopment Agencies, meeting CDBG goals will require extra effort and new solutions. As discussed previously, the City is already in the process of enhancing coordination with other jurisdictions, including the City of Elk Grove and City of Citrus Heights, to consolidate and strengthen its fair housing program. The City also continues to coordinate with these jurisdictions to monitor subrecipient activities and share program reporting forms.

Public Housing and Residential Initiatives

The City does not own any public housing. The 2011-2016 Consolidated Plan does not include plans to construct or operate public housing. The City does have several public housing developments within its boundaries. These are owned and operated by the Sacramento Housing and Redevelopment Agency (SHRA). The City works with SHRA to ensure the continued quality of public housing in the City.

Lead-Based Paint

The City works with a certified lead-based paint inspector to identify lead-based paint hazards when necessary. This inspector is qualified to conduct lead-based paint identification, assessment, and clearance services to reduce lead hazard. When needed, Rebuilding Together Sacramento conducts lead-based paint inspections through a contractor.

Compliance and Monitoring

City staff met with the subrecipients' staff responsible for each activity prior to the beginning of the program year. All subrecipients were informed of the obligations to collect the required information on income, household composition, and race and ethnicity. The City also offered a group technical assistance training session at the beginning of the year to go over subrecipient agreement policies, data collection, and financial management. Staff provided technical assistance to subrecipients throughout the year as needed.

City staff examined the progress the subrecipients were making toward performance targets on a quarterly basis through desk monitoring. Subrecipients are required to report demographics on their service population with each billing, including additional supporting information such as general ledger and program accounting documents. Each subrecipient agreement contains provisions for reductions to or suspensions of payments in the event that targets are not being met (without valid reason) or past performance issues have not been resolved.

The City has continued to place strong emphasis on the importance for subrecipients to gather complete and accurate information on the persons and/or households they serve, and to regularly report their progress.

Anti-Poverty Strategy

During the program year, the City supported housing services that preserved housing affordability for very low- and low-income households. The City's partnership with Rebuilding Together Sacramento has helped residents with necessary health, safety and accessibility improvements to their homes. This allowed the household to maintain housing affordability while having a safe and decent living environment. The City also provides code enforcement services to ensure that lower-income households have a habitable place to live and to encourage housing providers to perform necessary maintenance and upgrades to their properties.

The City's contribution to the countywide Senior Nutrition Services program ensures that the City's elderly receive adequate nutrition at a nominal cost. The program helps to preserve elderly residents' limited income and provides home-bound seniors meals without incurring additional transportation or caretaking costs.

The City provides housing counseling to homeless and at-risk households to reduce the incidence of homelessness and encourage self-sufficiency. The housing counseling providers keep a detailed database of housing resources that are available to homeless and near-homeless residents.

Leveraging Resources

Although much of the City's ability to leverage funding has been significantly curtailed by recent State legislation eliminating Redevelopment Agencies, efforts will continue to be made to win competitive grants whenever the opportunity exists. With respect to public services funded with CDBG funds, the City requires all subrecipients to identify other resources they will utilize during the program year to operate and implement CDBG-supported activities. It is the City's intent to ensure adequate non-federal and private funds are available, thus minimizing the dependence on federal funds and helping to ensure the viability of the proposed activity. To best leverage the City's available resources, the City will continue to layer private and non-federal resources with federal resources and to require that CDBG subrecipients demonstrate sufficient committed non-CDBG funding so that projects and services will have the best results for the community and the low- and very low-income residents they are intended to serve.

Citizen Comments

The City provided public notice of the public review period and planned submission of this CAPER. Public notice was provided in the City's local newspaper *The Grapevine*, as well as online. The draft document was made available on the City website and at City Hall. Public notice included the address of City Hall, staff contact names, mailing addresses, phone numbers, the website to view the report, and information on where to direct comments and questions.

The City's Citizen Participation Plan requires a 15-day public review and comment period for the CAPER. The public review period for the 2015-16 CAPER was September 5 through September 19, 2016.

Self-Evaluation

What is the status of grant programs?

2015-16 was the Rancho Cordova's tenth year as a CDBG entitlement jurisdiction. The City worked with four service providers to provide nutrition services to seniors, respite services to seniors with memory loss, supportive services to youth, and counseling services to the homeless and at-risk households. The City also provided code enforcement services and rental housing inspections in the CDBG target area.

Are grant disbursements timely?

HUD requires that at a point approximately three-quarters of the way through the program year, grantees have available in their line of credit no more than 1.5 times that year's entitlement grant. All disbursements were made on a timely schedule and the City was well below the 1.5 limit at the time of the test.

Are major goals on target?

Overall, the City is advancing its goals of fostering the development and preservation of affordable housing and providing supportive services to the elderly, youth, and those with special needs. The 2011-16 Consolidated Plan Assessment section below provides a generalized reconciliation between the aggregate reported accomplishments over the Consolidated Plan program years and the goals established in the Strategic Plan.

Are any activities or types of activities falling behind schedule?

The Overview Narrative, beginning on page 2, provides a description of each activity planned in 2015-16 and its actual accomplishments during the year. To date, no activity has fallen behind its original schedule for completion:

Are the activities and strategies making an impact on identified needs?

The housing and community development activities that are funded through the grant are making a positive impact in the community and specifically on the needs identified in the Consolidated Plan and Action Plan. The funded activities and strategies are vital to the City's health and well-being in many ways. The City's considerable efforts to foster affordable housing - through code enforcement activities, rental housing inspections, redevelopment projects, and repair loans - allow more residents each year to have access to attractive, safe, and affordable housing, community services, and public facilities. The funded public service activities provide many vulnerable citizens, such as seniors, homeless, youth and victims of domestic violence, with essential and life-enhancing services. Each funded activity in this program year is directly related to one of the goals in the Consolidated Plan and helps to further achieve the City's community development objectives and goals.

What barriers may have a negative impact on fulfilling the overall vision?

The elimination of Redevelopment Agencies has also limited not just the City's ability to go out and start new projects, but its ability to leverage other funds to maximize results and improve overall fiscal efficiency. While the City operates with a balanced budget each year, there is little funding available to use for the kinds of projects and services that could do the most to help the City realize the vision it outlined in its 2011-2016 Consolidated Plan. Furthermore, many service providers in the community are heavily reliant on receiving CDBG funding to provide needed services to residents. Without CDBG funding, some service providers would undoubtedly struggle to perform as successfully as they have in the past.

Based on findings, what adjustments or improvements to strategies and activities might meet the City's needs more effectively?

The City will need to continue its efforts to work closely with community and neighborhood groups to ensure that their valuable input is obtained as plans and activities are being developed, so that services are relevant and maximize leveraging opportunities. The City will also improve its information dissemination processes so that the general public and many nonprofit organizations are notified through multiple mediums about the various CDBG programs.

However, the biggest improvement that could come from CDBG is not in the planning strategies provided by the City, but in standardizing the funding at the federal level so that City staff and our subrecipients are not left guessing at future budgets. The vacillations in CDBG funding over the last few years have made comprehensive adherence to any long term plan almost impossible. Furthermore, the City of Rancho Cordova is heavily reliant on CDBG funds for needed services in the community. The required caps on expenditure categories mean that the City has less CDBG funding allocated to services and more funding allocated to capital improvements projects. With only 15% of total annual CDBG funding available for services, the City cannot provide the breadth and variety of services to sensitive populations such as seniors, homeless, at-risk youth, that it would ideally like to provide.

ASSESSMENT OF RELATIONSHIP OF CDBG FUNDS TO 2011-16 CONSOLIDATED PLAN GOALS AND OBJECTIVES

The 2011-2016 Consolidated Plan has been updated from the needs and strategies identified in the previous 2006-2011 Consolidated Plan. Generally, the current plan builds on past programs but adds program response to several conditions recognized by the community, service providers, staff and elected officials as having current priority in our community. The following activities were designated high priority activities in the 2011-2016 Consolidated Plan:

TABLE 11
2011-2016 CONSOLIDATE PLAN PRIORITY ACTIVITIES

High Priority Activities	CDBG Funded in 2015-16?
1. Comprehensive Housing Rehabilitation	No
2. Emergency Repair Grants	Yes
3. Rental Housing Inspection	Yes
4. Code Enforcement	Yes
5. First Time Homebuyer	No
6. Affordable Housing Development	No
7. Expand Housing Options for Vets	No
8. Homeless Prevention Services	Yes
9. Emergency Shelter	No
10. Permanent Supportive Housing	No
11. Senior Services	Yes
12. Youth Services	Yes
13. Removal of Blight	No
14. Youth Center	Yes
15. Building Façade Improvements	No
16. Micro-Enterprise and Small Business Assistance	No
17. Employment Training/Assistance	No

The City did not pursue the First Time Homebuyer Down Payment Assistance Program (Activity 5), primarily because the City of Rancho Cordova has a significant amount of housing stock priced well below the current market rate. Additionally, regulations pertaining to housing lending are very stringent, making it difficult for the City to effectively carry out this program. However, Rancho Cordova will continue to monitor home prices in its housing market, and is prepared to react to any adjustments such as sudden increases in housing costs, as well as other impediments that would make home ownership more difficult for target-income households.

The City is currently leveraging non-CDBG funds to respond to Activities 6, 7, and 10. Two affordable housing projects are in progress: Horizons @ New Rancho will serve low-income seniors with 48 apartments and community space. Mather Veterans Village will serve homeless and near-homeless veterans with transitional and permanent apartment homes, with access to medical services needed to serve this population.

CDBG did not fund building façade improvements, micro-enterprise/small business assistance, or employment training/assistance in the 2015-16 program year.

Changes in Program Objectives

There were no changes in program objectives outlined in the 2011-16 Consolidated Plan.

Assessment of Efforts in Carrying Out Planned Actions

The City was not asked to provide certifications of consistency. The City did not hinder implementation of its 2011-16 Consolidated Plan by action or willful inaction.

Use of CDBG Funds for National Objectives

CDBG funds were used exclusively for CDBG-eligible activities (e.g. activities benefitting low-moderate income individuals, activities aimed at curbing slum/blight, and activities that met urgent community needs).

ASSIST: Develop comprehensive strategies to support and assist those in need in the community.

Successful comprehensive strategies addressing lower income neighborhood enhancement and preservation include:

- Rebuilding Together Sacramento
- Residential Homeowner Rehabilitation Program (CalHome grant funded by state Department of Housing and Community Development)
- Rental Housing and Code Enforcement Programs
- Successful comprehensive strategies addressing service needs of lower income citizens
- Meals on Wheels
- Fair Housing Services

Challenges

- To continue to monitor the activities of the larger service providers to ensure adherence to policy and regulations

INVOLVE: Involve the community and provide opportunities for citizen participation in the Consolidated Plan and Action Plan process and the preparation of this document.

Successful accomplishments of community involvement include

- Expanded efforts to survey the attitudes and priorities of the City's lower income populations
- Increased identification and use of institutional resources (churches, schools, service providers)

Challenges

- Levels of meaningful citizen participation must be increased
- Continued efforts to educate staff and to use existing communication networks which already exist in other agencies and institutions

COLLABORATE: Encourage collaboration with and between public private and non-profit agencies in order to ensure the efficient and effective provision of services.

Successful accomplishments in the area of collaboration include:

- Ongoing joint efforts of the City, Mather Veterans Hospital, the County of Sacramento and a competitively selected development and service provider team to develop a continuum of housing opportunities matched to the needs of disabled veterans
- Combined efforts of this city and two adjoining entitlement cities in this County to combine resources involved in sub recipient monitoring and workshop attendance

Challenges

- Non-profit funding is severely constrained resulting in part in the loss of human resources, experience and program knowledge.

LEVERAGE: Leverage CDBG funds and local resources to maximize the effectiveness of programs and services

- CDBG funds were combined with other financial sources resulting in programs for at-risk youth, seniors, and homelessness assistance

Challenges

- There are fewer and fewer resources to leverage

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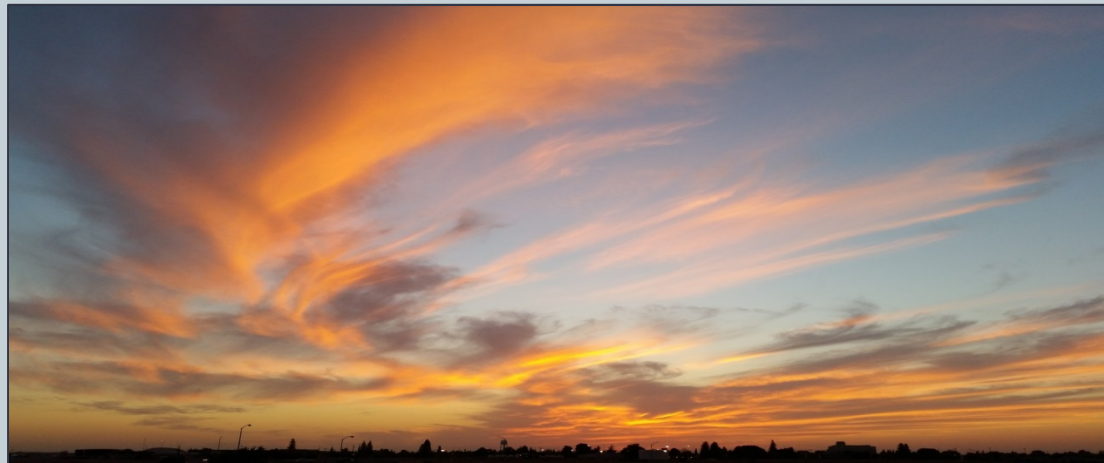
TABLE 12
2015-16 Year End Reconciliation

Year	Program	2015-16 Beg. Allocation	2015-16 Expenditure s	YE Remaining	YE Un- reimb. Ob.	Net YE Remaining
2015-16	Rental Housing Inspection Program	\$78,000	\$68,570.52	\$9,429.48	\$0	\$9,429.48
2015-16	Code Enforcement	\$78,000	\$78,000	\$0	\$0	\$0
2015-16	Rebuilding Together Sacramento	\$70,000	\$69,977.37	\$22.63	\$0	\$22.63
2015-16	Outdoor Recreation Area	\$90,000	\$81,260.80	\$8,739.20	\$0	\$8,739.20
2015-16	Public Works - International & Femoyer	\$275,100	\$275,100	\$0	\$0	\$0
2015-16	Group Mentoring Initiative (FCCP)	\$19,000	\$15,613.15	\$3,386.85	\$0	\$3,386.85
2015-16	Senior Nutrition Program (MoW)	\$33,000	\$32,999.60	\$.40	\$0	\$.40
2015-16	Homeless Prevention (SSHH)	\$11,000	\$11,000	\$0	\$0	\$0
2015-16	Tenant Landlord Services (SSHH)	\$7,000	\$7,000	\$0	\$0	\$0
2015-16	Respite C.L.U.B.	\$10,000	\$10,000	\$0	\$0	\$0
2015-16	Planning & Admin	\$110,311	\$110,311	\$0	\$0	\$0
2015-16	Fair Housing Services	\$2,500	\$2,500			
2015-16	Unallocated funding		-	\$44,000	-	\$44,000
TOTAL		\$783,911	\$762,332.44	\$65,578.56	\$0	\$65,578.56

2015-2016 CDBG Consolidated Annual Performance & Evaluation Report (CAPER)



SEPTEMBER 19, 2016



Agenda



- I. Meeting Our Goals
- II. CDBG Budget
- III. Our Programs



I. Meeting Our Goals



Meeting Our Goals: Public Services



SENIOR SERVICES

- **Meals on Wheels**
 - ✓ 142 seniors served with 15,070 total meals
- **Respite C.L.U.B.**
 - ✓ 25 seniors provided day care services

YOUTH SERVICES

- **FCCP Group Mentoring Initiative**
 - ✓ 112 youth provided one-on-one mentoring

Meeting Our Goals: Housing Programs



HOUSING PROGRAMS

- **Rebuilding Together Sacramento**
 - ✓ 16 homes
- **Rental Housing Inspection Program**
 - ✓ 1,752 units inspected
- **Fair Housing**
 - ✓ 127 households provided education and fair housing assistance

HOMELESS ASSISTANCE

- **Homeless Prevention**
 - ✓ 184 households provided housing assistance
- **Tenant Landlord Services**
 - ✓ 118 households provided housing conflict remediation

Meeting Our Goals: Capital Improvements



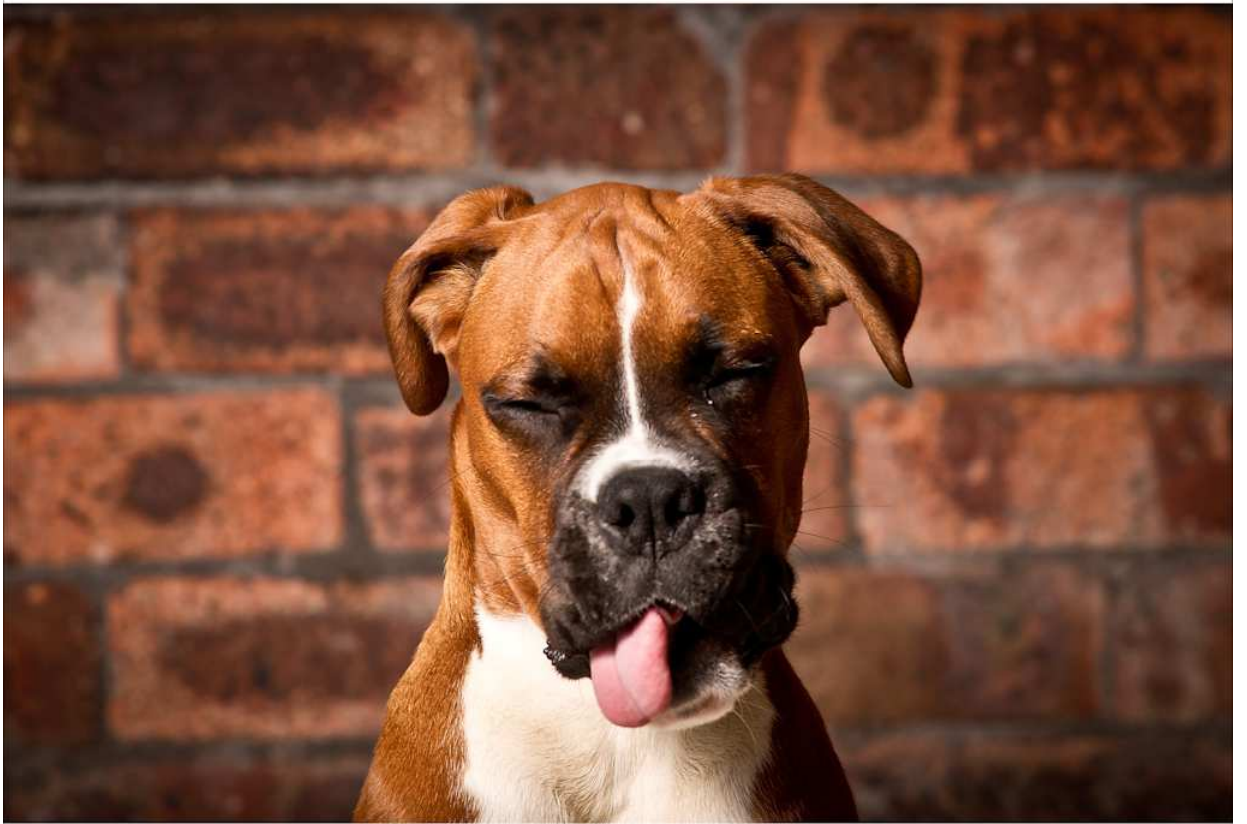
PUBLIC FACILITIES AND IMPROVEMENTS

- International and Femoyer Traffic Signal
- Outdoor Recreation Area – Cordova Neighborhood Church

CODE ENFORCEMENT

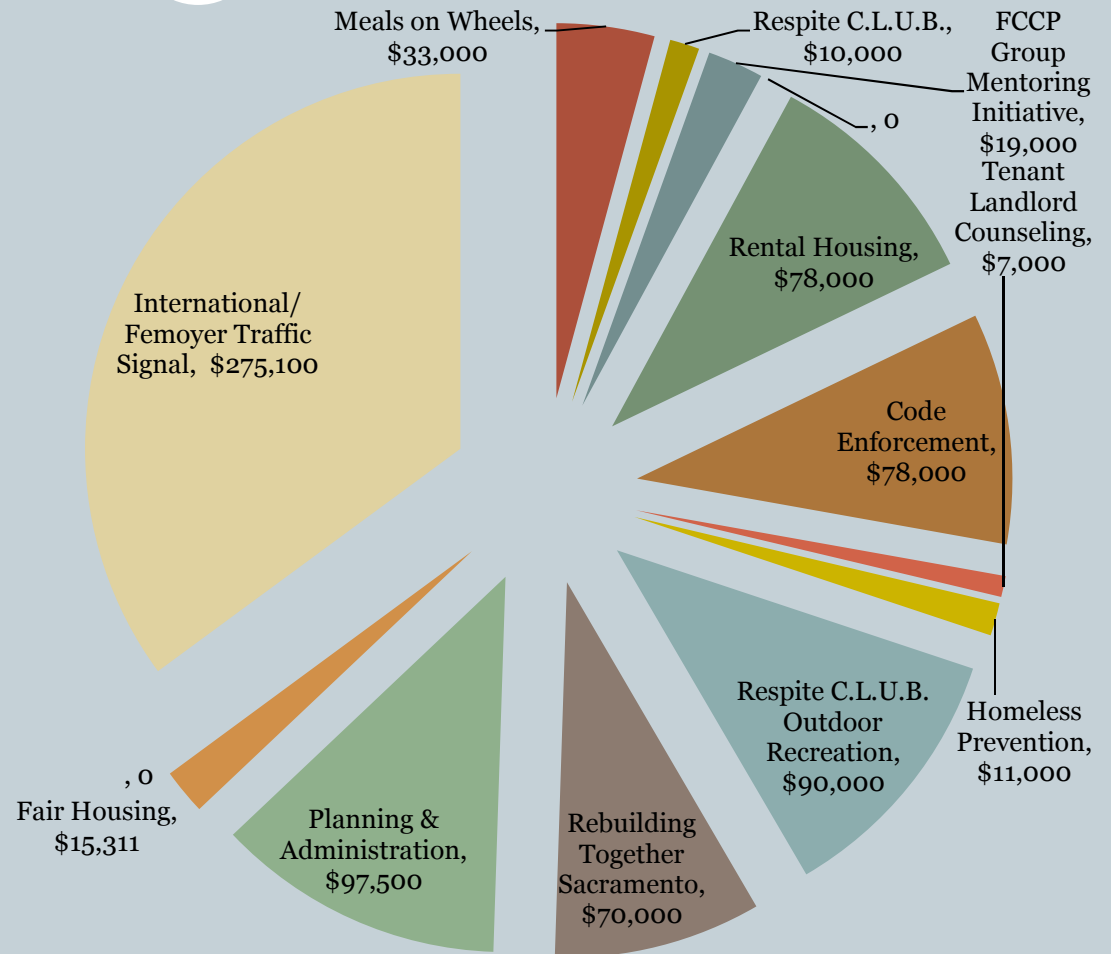
- **Code Enforcement Program**
 - ✓ 2,004 units inspected

II. CDBG Budget

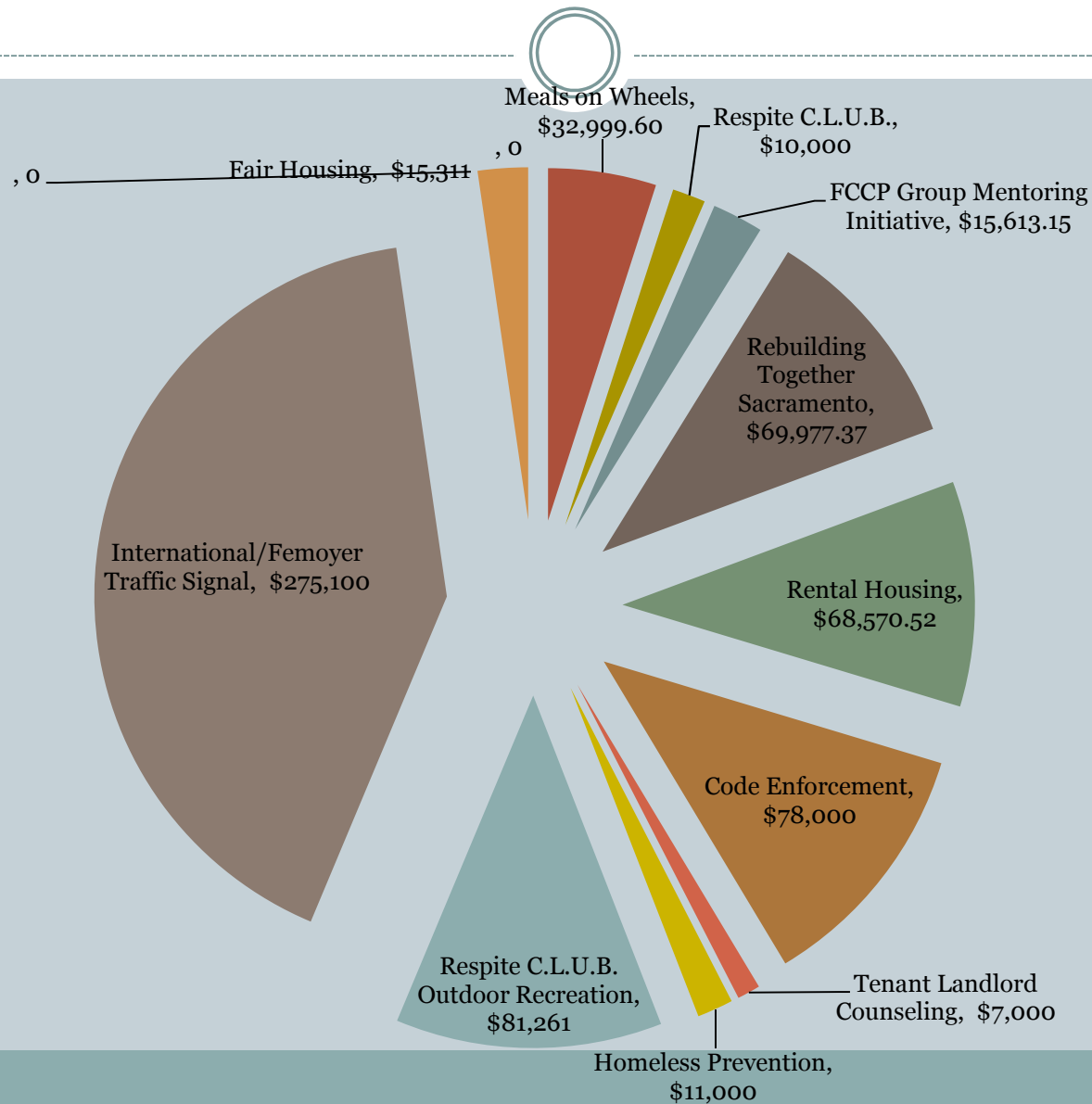


2015-2016 CDBG Budget

The City of Rancho Cordova total CDBG budget for the 2015-16 program year was \$552,811 (not including \$275,100 for International and Femoyer).



2015-2016 CDBG Expenditures



III. Our Programs



Folsom Cordova Community Partnership



CDBG 2015-2016



Mentor Groups

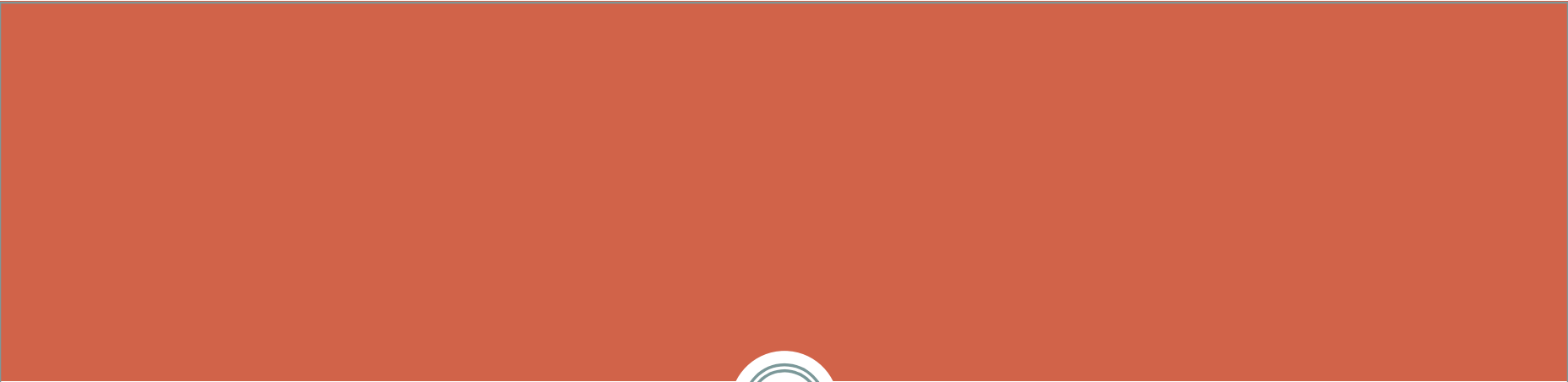


- Funding for 8 groups at elementary and junior high schools in Rancho Cordova
- 1-2 volunteer mentors per group
- 8-12 at-risk youth per group
- Youth identified by school administration and/or counselors
- Use of Evidence Based Curriculums (Girl's Circle Association and The Council for Boys and Youth Men)
 - Each group uses a gender specific curriculum that integrates relation theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence.
- Groups participate in community service activities throughout the year.
- Groups participate in educational and fun Incentive Trips twice a year to keep youth engaged and as a reward for their commitment to the group.

How the Money is Spent



- The City of Rancho Cordova allocates funding for 80 at-risk youth to participate in the Group Mentor program.
- Funding covers staffing, mentor groups supplies and materials, program operation expenses.
- This year the Mentor Group program served **112** at-risk youth in the FY2015-2016.



Questions?

Thank you!



MEMORANDUM



DATE: September 19, 2016

TO: Honorable Mayor and Council Members

FROM: Adam U. Lindgren, City Attorney

SUBJECT: **ORDINANCE NO. 11-2016 REPEALING AND REPLACING CHAPTER 4.33 OF TITLE 4 OF THE RANCHO CORDOVA MUNICIPAL CODE TO ESTABLISH NEW REGULATIONS REGARDING MASSAGE AND MASSAGE BUSINESSES AND REPEALING ORDINANCE NUMBER 9-2009.**

RECOMMENDATION

Consider and discuss Ordinance No. 11-2016, and make motion to introduce and waive first reading of Ordinance No. 11-2016.

RESULT OF RECOMMENDED ACTION

Completion of first reading of Ordinance No. 11-2016. A second reading and adoption of the Ordinance would take place in October. The Ordinance would become effective thirty days after adoption of the Ordinance.

BACKGROUND

On January 1, 2015, Assembly Bill ("AB") 1147 became effective which significantly changed various sections of the California Business and Professions Code relating to massage and massage establishments. AB 1147 was meant to, among other things, enable consumers and local governments to more easily identify certified massage professionals and provide for the consistent statewide certification and oversight of massage professionals. Through AB 1147, the California Massage Therapy Council ("CAMTC") is able to provide assistance to local governments and law enforcement by vetting and disciplining certificate holders.

AB 1147 was also intended to allow local government broad control over land use for the purpose of managing massage establishments in their communities. However, the requirements and practice of the profession of massage therapy still remains a matter of statewide concern, regulation, and oversight. Therefore, local governments can impose and enforce only "reasonable and necessary fees and regulations."

Development of the Ordinance

The City of Rancho Cordova currently has seven (7) businesses licensed as massage establishments. A revision to the current Rancho Cordova Municipal Code would streamline licensing and code enforcement.

City Staff hosted a presentation provided by CAMTC on March 24, 2016 to learn more about the CAMTC certification process and the assistance that CAMTC offers to local governments relating to enforcement of violations by certificate holders. At that presentation, Staff was able to learn about all of the research and analysis that CAMTC does to ensure that massage schools are legitimate and the educational and testing requirements that CAMTC certificate holders must undergo is sufficient to educate a massage therapist.

Staff also met with members of the massage community on August 24, 2016 to discuss the proposed Ordinance. At that meeting, massage establishment owners and massage therapists discussed their concerns and the proposed Ordinance. The massage community provided valuable input on the Ordinance.

The Proposed Ordinance

The proposed Ordinance requires, subject to some exceptions, that all massage therapists who conduct massage in the City of Rancho Cordova be certified by CAMTC. All massage businesses, including independent contractors, must obtain a City General and/or Special Business License and the CAMTC certificates must be presented to obtain or renew that Business License.

The proposed Ordinance requires all massage businesses and/or establishment owners, operators, employees, sole proprietors, and independent contractors and any person performing massage within the City to comply with a variety of health and safety requirements. Those requirements include, but are not limited to, clean towels and linens, sanitary equipment and instruments, and clean toilet rooms, showers, and baths. The draft Ordinance also provides operating requirements that require, among other things, that a massage establishment can only operate between the hours of 8:00 a.m. and 10:00 p.m., a CAMTC certificate must be displayed in the reception area, and the massage establishment must meet and be maintained in a condition that complies with all applicable building code requirements of the City. One important addition to the Ordinance, which targets human trafficking, is the prohibition of any person residing in the massage establishment or in any attached structures owned, leased or controlled by the massage establishment owners.

Finally, the proposed Ordinance provides a variety of enforcement methods, including civil and criminal remedies. The proposed Ordinance specifies that any violation of Ordinance No. 11-2016, shall constitute a misdemeanor, and at the discretion of the City Attorney, may be prosecuted through criminal, civil or administrative actions.

FISCAL IMPACT

None.

ATTACHMENT

Proposed Ordinance No. 11-2016

2708736.1

CITY OF RANCHO CORDOVA

ORDINANCE NO. 11-2016

AN ORDINANCE REPEALING AND REPLACING CHAPTER 4.33 OF TITLE 4 OF THE RANCHO CORDOVA MUNICIPAL CODE TO ESTABLISH NEW REGULATIONS REGARDING MASSAGE AND MASSAGE BUSINESSES AND REPEALING ORDINANCE NO. 9-2009

WHEREAS, the City of Rancho Cordova ("City") has an interest in the safe operation and licensing of businesses in the City; and

WHEREAS, the City seeks to maintain the quality of life and character in the City's neighborhoods throughout the City by preventing activities that are a threat to the health, safety, and welfare of the community; and

WHEREAS, without regulation of specified businesses, portions of the City can be affected, with negative consequences to social, environmental, and economic values; and

WHEREAS, on September 27, 2008, the Governor approved Senate Bill 731, which sanctioned Business and Professions Code sections 4600 et seq., known as the Massage Therapy Act; and

WHEREAS, pursuant to Senate Bill 731, the California Massage Therapy Council ("CAMTC") was formed and subsequent legislation prohibited cities from requiring licenses or permits of holders of CAMTC certificates and preempted most regulations pertaining to the operation of massage establishments; and

WHEREAS, on September 18, 2014, Governor Brown signed Assembly Bill 1147 ("AB 1147"), the Massage Therapy Act, effective January 1, 2015, which substantially changed Business and Professions Code sections 460, 4600-4621, and Government Code section 51034, by significantly revising existing laws regulating certified massage professionals and gave cities some regulatory authority over massage establishments, including return of land use authority over massage establishments to cities; and

WHEREAS, a revision to the City of Rancho Cordova's Municipal Code pertaining to massage businesses will streamline licensing procedures while promoting those businesses providing a legitimate and important health and therapeutic services to the community; and

WHEREAS, a revision of the City of Rancho Cordova's Municipal Code will also bring the City's local ordinance into compliance with uniform statewide regulations enacted by AB 1147.

NOW, THEREFORE, the City Council of the City of Rancho Cordova does ordain as follows:
SECTION 1. Chapter 4.33 of Title 4 of the Rancho Cordova Municipal Code is hereby repealed in its entirety and replaced with the following:

CHAPTER 4.33- MASSAGE/MASSAGE BUSINESSES

ARTICLE 1. GENERAL PROVISIONS.

4.33.005. PURPOSE AND INTENT.

It is the purpose and intent of this Chapter to provide for the orderly regulation of massage businesses and to comply with state regulations as it relates to massage services. The City Council

recognizes massage is a viable professional field offering the public valuable health and therapeutic services. While there are significant health benefits that can result from massage, there are also significant risks of injury by persons improperly trained and/or educated in providing massage services. There are also opportunities for illegal acts of prostitution, lewdness and human trafficking that can occur in massage establishments.

This Chapter establishes minimum standards for massage businesses and massage therapists so as to protect and safeguard the public health, safety and welfare and to enhance the reputation of the profession and integrity of the services provided. The establishment of reasonable standards for the issuance of business licenses and restrictions on operations would serve to reduce the risk of illegal activity and would thereby benefit the public health.

It is the purpose and intent of the City Council that massage businesses and massage therapists offering such services be regulated so as to ensure that persons offering massage services possess the minimum qualifications necessary to operate such a business and are able perform the services offered to ensure that those offering these services conduct their work in a lawful and professional manner and comply with required building, sanitation and health standards.

4.33.010. DEFINITIONS.

Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning, and application of words and phrases used in this Chapter.

A. "California Massage Therapy Council" or "CAMTC" shall mean the non-profit organization created to regulate the massage industry set forth Chapter 10.5 of Division 2 of the Business and Professions Code of the State of California (commencing with Section 4600).

B. "CAMTC Certificate" shall mean a current and valid certificate issued by the California Massage Therapy Council to a massage practitioner pursuant to Business and Professions Code section 4601(b) or (c) or any later enacted amendment.

C. "CAMTC certified" or "Certified Massage Therapist" or "massage therapist" shall mean any individual, certified by the CAMTC and possessing a valid CAMTC Certificate and is licensed to practice or administer massage. All persons certified by CAMTC shall have the right to perform or engage in the practice of massage consistent with the Massage Therapy Act, the qualifications established by his or her certification, and the provisions of this Chapter stated herein.

D. "City" shall mean the City of Rancho Cordova.

E. "Client" shall mean the customer or patron who pays for or receives massage services.

F. "Compensation" means the payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

G. "Employee" shall mean any person employed by a massage business who may render any service to the business and who receives any form of compensation from the business. For the purposes of this Chapter, the term "Employee" shall include independent contractors, agents and volunteers.

H. "Employs or retains" shall mean a person that is a directly paid employee of the massage establishment; or an independent contractor who receives compensation for massage

therapy provided to patrons of the massage establishment; or a person that receives a referral of patrons from the massage establishment and, at any time before or after the referral, arranges in any way for compensation to flow to the massage establishment operator (regardless of whether the parties involved acknowledge that compensation is flowing in exchange for the referral, or whether such parties record such compensation in their financial records).

I. "Home occupation massage therapist" shall mean a massage therapist that practices massage within his or her own residence. All home occupation massage therapists are subject to the requirements for home occupation permits as set forth in Section 23.901.030 of the Rancho Cordova Municipal Code.

J. "Licensee" shall mean any person who receives from the City of Rancho Cordova a Business License pursuant to Municipal Code Chapters 4.06 and/or 4.10.

K. "Manager" means a person who supervises, manages, directs, organizes, controls, or in any other way is responsible for or in charge of the conduct of the activities within a massage business. Evidence of management includes, but is not limited to, evidence that the individual has power to direct or hire and dismiss employees, control hours of operation, create policy or rules or purchase supplies. A manager may also be an owner.

L. "Massage" or "Massage Therapy" shall mean any method of treating the external parts of the body for remedial, health, or hygienic purposes for any form of compensation by means of pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, or stimulating, of the external parts of the body with hands or other parts of the body, with or without the aid of any mechanical or electrical apparatus or appliances; or with or without such supplementary aids as rubbing alcohol, liniments, antiseptic, oils, powder, creams, lotions, ointments, or other similar preparations commonly used in this practice; or by baths, including but not limited to Turkish, Russian, Swedish, Japanese, vapor, shower, electric tub, sponge, mineral, mud, fermentation or any other type of bath.

M. "Massage business" shall mean any business that offers massage in exchange for compensation to any part of a persons body, whether at a fixed place of business or at a location designated by the customer or client through out-call or on-site massage services. The term "massage business" includes a CAMTC certificate holder who is the sole owner, operator and employee of a massage business operating as a sole proprietorship and also includes home occupation massage therapists. For the purposes of this Chapter, the term "massage business" shall include those businesses that provide separate massage services, such as spas and day spas, but shall not apply to massages performed to limited areas of the neck, face and/or scalp, hands or feet of the clients when that massage is accessory to and within the scope of a barber's, cosmetologist's and esthetician's state license.

N. "Massage establishment" shall mean any business that offers massage in exchange for compensation at a fixed place of business. Any business or establishment that offers any combination of massage therapy and bath facilities including, but not limited to, showers, baths, wet and dry heat rooms, pools and hot tubs, shall be deemed a massage establishment under this Chapter. For the purposes of this Chapter, the term "massage establishment" shall include those businesses that provide separate massage services, such as spas and day spas, but shall not apply to massages performed to limited areas of the neck, face and/or scalp, hands or feet of the clients when that massage is an accessory to and within the scope of a barber's, cosmetologist's, and esthetician's state license. For purposes of this Chapter, a massage establishment shall not include massage that is conducted by a home occupation massage therapist, on-site massage or out-call massage.

O. "On-site massage" shall mean a massage given to an individual who remains fully clothed during the massage and at a location other than a massage business, and is limited to massages that take place in a massage chair at malls, business offices, sports complexes, convention centers and public events.

P. "Operator" or "massage business operator" shall mean any and all owners or managers of a massage business.

Q. "Out-call massage" shall mean the engaging in or carrying on of massage for compensation in a location other than a duly licensed massage establishment.

R. "Owner" shall mean any of the following:

1. The sole proprietor of a massage business or establishment; or
2. Any person who is a general partner of a general or limited partnership that owns a massage business; or
3. Any person who has a five percent (5%) or greater ownership interest in a corporation that owns a massage business; or
4. Any person who is a member of a limited liability company that owns a massage business; or
5. Any person who has a five percent (5%) or greater ownership interest in any other type of business association that owns a massage business.

S. "Patron" shall mean an individual on the premises of a massage establishment for the purpose of receiving massage therapy.

T. "Person" shall mean any individual.

U. "Reception area" shall mean the area immediately inside the front door of the massage establishment, dedicated to the reception and waiting of clients and visitors of the massage establishment, which is not a massage room or otherwise used for the provision of massage services.

V. "Recognized school" shall mean a school of massage which entails the following:

1. Teaches the theory, ethics, practice including anatomy and physiology, profession and work of massage; and
2. Requires a residence course of study to be given and completed before the student is furnished with a diploma, certificate of learning or completion or degree in massage; and
3. The massage program provides an organized plan of study of massage and related subjects for a minimum of 300 hours and has been approved by the State of California Consumer Bureau, or the Department of Consumer Affairs or an accredited college, university or junior college established pursuant to Education Code 100850, or if said school is not located in California, has complied with the standards commensurate with those of a school of equal or greater training that is approved by the corresponding agency in another state, or accredited by an agency recognized by the United States Department of Education.

W. "Sole-Proprietorship" shall mean a massage business where the owner owns one-hundred percent (100%) of the business, is the only person who provides massage services for compensation for that business pursuant to a valid and active CAMTC certificate, and has no other employees or independent contractors that perform massage for the business.

X. "Spa" or "Day Spa" shall mean a business that offers a variety of services intended to meet personal needs of individuals such as skin treatment, manicures and pedicures and massage.

4.33.015. EXEMPTIONS

The provisions of this Chapter shall not apply to the following classes of individuals or businesses while engaged in the performance of their duties:

A. Physicians, surgeons, nurses, chiropractors, osteopaths, acupuncturists, podiatrists, physical therapists, who are duly licensed to practice their respective professions, in the State of California under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code.

B. Persons operating or employed at hospitals, nursing homes, sanitariums, or any other health facility duly licensed by the State of California.

C. Trainers of any amateur, semi-professional or professional athlete or athletic team, so long as such persons' practice of massage is limited to such athletes and athletic teams.

D. Barbers, cosmetologists, or estheticians who are duly licensed under the laws of the State of California, while engaging in practices within the scope of their licenses, so long as the barber, cosmetologist or esthetician limits any massages he/she performs in the course of his/her professional duties to the neck, face and/or scalp, hands or feet of the clients when that massage is accessory to and within the scope of the barber's, cosmetologist's, and esthetician's state license.

E. Enrolled students of a recognized school of massage when they are performing massage within the City as part of a formal supervised internship or training wherein the student receives school credit, operated by the school, without receiving any form of compensation, including tips, on the premises of a massage establishment duly authorized to operate in the City.

F. Persons performing a therapeutic modality for which the state does not offer licenses or certification under the provisions of Division 2 (commencing with Section 500) of the Business and Professions Code and the modality is performed with minimal touching and the client remains fully clothed at all times, such as Reiki, Reflexology to the hands, feet and ears only, or the Bowen Technique. If a reflexologist performs massage as part of the reflexology services, then the reflexologist shall comply with section 4.33.025.

4.33.020. SCHOOLS OF MASSAGE.

No massage establishment shall use the facilities or premises of such a recognized school of massage in connection with the operations of the massage establishment. Students in training at a recognized school of massage, as defined by Rancho Cordova Municipal Code 4.33.010, may perform massage on a member of the general public while on the premises of the school of massage in compliance with the following requirements:

A. The student performs the massage only under the direct personal supervision of an instructor certified by the California Massage Therapy Council as a massage therapist and as an

instructor at a state-approved educational facility, an approved national massage organization or association, or similar organization; and

B. The massage is performed by the student in compliance with this chapter and the student shall not receive any compensation for the massage services.

ARTICLE 2. CAMTC CERTIFICATE AND LICENSE REQUIREMENTS.

4.33.025. CAMTC CERTIFICATION REQUIRED.

A. It shall be unlawful for any person to perform or engage in the practice of massage for compensation within the City unless that person possesses a current, valid, unsuspended and unrevoked CAMTC certificate.

B. It shall be unlawful for any massage business and/or massage establishment to provide massage for compensation within the City unless all persons who perform massage therapy for the massage business or establishment; whether as an employee, independent contractor, volunteer, or sole proprietorship, possesses a current, valid, unsuspended and unrevoked CAMTC certificate.

4.33.030. TIME FOR COMPLIANCE.

A. This chapter shall apply to all persons engaged in massage prior to the effective date of the ordinance codified in this chapter, to all persons employed as massage technicians prior to the effective date of the ordinance codified in this chapter and to all new applications for massage General and Special Business Licenses.

B. All persons holding a valid and unexpired massage technician permit from the City at the time of adoption of Ordinance No. 11-2016:

1. Shall provide proof of compliance with the CAMTC certificate requirements set forth in 4.33.025 and all other requirements of this chapter when applying for renewal of his/her General and/or Special Business License.

C. All massage businesses and/or establishments holding a valid General and/or Special Business License issued by the City at the time of adoption of Ordinance No. 11-2016:

1. Shall provide proof of compliance with the CAMTC certificate requirements set forth in 4.33.025 and all other requirements of this chapter when applying for renewal of the General and/or Special Business License for the massage business or establishment.

D. All persons, massage businesses and/or establishments, including its owners, operators, managers, and employees, engaged in the practice of massage for compensation within the City shall comply with all health and safety and operating requirements, set forth in this Chapter 4.33, upon its effective date.

4.33.035. CITY BUSINESS LICENSE.

It shall be unlawful for any person to operate, engage in, conduct or allow the operation of a massage business unless under, and by authority of a valid, unexpired and unrevoked General Business License issued pursuant to Chapter 4.06 of the Rancho Cordova Municipal Code Chapter and/or a Special Business License issued pursuant to Chapter 4.10 of the Rancho Cordova Municipal Code.

A. General Business License. Massage businesses that are wholly owned by a person with a CAMTC certificate and only CAMTC certified employees or independent contractors shall work for the massage business, shall be required to obtain a General Business License issued pursuant to Chapter 4.06 of the Rancho Cordova Municipal Code.

1. Upon application for a General Business License, the applicant shall provide to the Finance Director the CAMTC certificates for all of the employees or independent contractors that will be employed by or performing massage for the massage business.

B. General and Special Business License. Massage businesses that have employees or are owned, managed or supervised by persons who do not possess CAMTC certificates must obtain a General Business License pursuant to Chapter 4.06 of the Rancho Cordova Municipal Code and a Special Business License pursuant to Chapter 4.10 of the Rancho Cordova Municipal Code to operate and shall be subject to the application process and background check requirements set forth in Chapter 4.10 of the Rancho Cordova Municipal Code.

1. If there are multiple owners of a massage business, one applicant must apply for the General and Special Business License on behalf of the business but each owner, manager or operator shall be subject to the background and fingerprint check requirements set forth in Chapter 4.10 of the Rancho Cordova Municipal Code, except for those owners, managers or operators who are CAMTC certified.

2. Upon application for a Special Business License, the applicant shall provide to the Finance Director with all of the CAMTC certificates for all of the massage therapists that will be employed by or working for the massage business. The holder of the Special Business License for the massage business shall have a continuous duty to provide the CAMTC certificate for each new person that provides massage therapy for the massage business. The requirement to file copies of the CAMTC certificates shall not eliminate the requirement to maintain evidence on the premises of the massage establishments set forth in Section 4.33.060(I).

C. All Business Licenses are governed by Title 4 of the Rancho Cordova Municipal Code which regulates the procurement, denial, renewal, and revocation of City of Rancho Cordova Business Licenses. Municipal Code sections relating to the Application, Suspension, Revocation, include but are not limited to:

1. Application.

a. General Business License. All application filings and contents shall be in conformance with Rancho Cordova Municipal Code sections 4.06.070 and 4.06.075.

b. Special Business License. All application filings and contents shall be in conformance with Rancho Cordova Municipal Code sections 4.10.025 and 4.10.030.

2. Suspension and Revocation.

a. General Business License. All suspensions and revocations shall be in conformance with Rancho Cordova Municipal Code sections 4.06.105 and 4.06.110.

b. Special Business License. All suspensions and revocations shall be in conformance with Rancho Cordova Municipal Code sections 4.10.135, 4.10.140, 4.10.145.

3. Appeals.

a. General Business License. All appeals of revocations or denials of a General Business License shall be in conformance with Rancho Cordova Municipal Code sections 4.06.210, 4.06.215, 4.06.225.

b. Special Business License. All appeals of revocations or denials of a Special Business License shall be in conformance with Rancho Cordova Municipal Code sections 4.10.150, 4.10.155, 4.10.130.

D. Those massage businesses that are required to obtain a Special Business License pursuant to this Chapter and Chapter 4.10 of the Rancho Cordova Municipal Code must possess Employee Permits pursuant to section 4.10.065 for all employees who are not CAMTC certified.

E. A person who is CAMTC certified shall not be required to undergo fingerprinting or a background check as required by Rancho Cordova Municipal Code section 4.10.035 and 4.10.085.

4.33.040 HOME OCCUPATION MASSAGE.

A. Any massage therapist conducting, performing, engaging in or giving massages at their residence is deemed a home occupation massage therapist and must obtain zoning certification pursuant to Rancho Cordova Municipal Code sections 23.113.010 et. seq. and 23.901.030 and comply with the standards set forth therein.

B. Any home occupation massage therapist must be CAMTC certified pursuant to section 4.33.025 and must obtain a Business License pursuant to 4.33.035 and 4.33.040 of the Rancho Cordova Municipal Code.

C. Any home occupation massage therapist must comply with all requirements of this Chapter.

4.33.045. OUT-CALL MESSAGE AND ON-SITE MESSAGE RESTRICTIONS.

A. No person or massage business shall perform either on-site massage or out-call massage for compensation without possessing a CAMTC certificate in conjunction with a valid City Business License and any other City permits that may be necessary.

B. Out-call massage and on-site massage shall only be conducted between the hours of 8:00 a.m. and 10:00 p.m.

C. Out-call massage or on-site massage shall not be conducted in a hotel/motel room or any other similar location used primarily for transitory habitation purposes.

4.33.050. HEALTH AND SAFETY REQUIREMENTS FOR ALL MESSAGES.

All massage businesses and/or establishment owners, operators, employees, sole proprietors, independent contractors and any person performing massage within the City shall comply with all of the following health and safety requirements:

A. Massage establishments and massage therapists shall at all times have an adequate supply of clean sanitary towels, coverings and linens. Clean towels, coverings, and linens shall be stored in enclosed cabinets. Towels, nondisposable coverings, and linens shall not be used on more than one (1) client, unless they have first been laundered and disinfected. Disposable towels and

disposable coverings shall not be used on more than one (1) client. Soiled linens and paper towels shall be deposited in separate receptacles.

B. In a massage establishment, wet and dry heat rooms, steam or vapor rooms or cabinets, toilet rooms, showers and bathrooms, whirlpool baths, and pools shall be thoroughly cleaned and disinfected as needed, and at least once each day when the premises are open, with a hospital-grade disinfectant. Bath tubs shall be thoroughly cleaned with a hospital-grade disinfectant after each use. All walls, ceilings, floors and other physical facilities for the establishment shall be in good repair and maintained in a clean and sanitary condition.

C. All equipment used to perform massage, such as a massage table or chair, shall be maintained in a clean and sanitary condition. Instruments utilized in performing massage techniques shall not be used on more than one (1) client unless they have been sterilized, using standard sterilization methods.

D. No massage establishment shall have any alcohol for consumption, open container of alcohol, or illegal controlled substance on the premises at any time. No massage owner, operator, responsible managing employee, or manager shall permit any such person consuming alcohol or possessing an open container of alcohol to remain upon such premises.

E. No massage shall be given by any massage therapist who is consuming, or under the influence of, any alcoholic beverage or illegal controlled substance.

F. No massage shall be given unless the client's genitalia and female breasts are, at all times, fully covered. Genitalia shall include the genitals, anus, and perineum of any person. No massage shall be provided to a client for sexual gratification by intentional contact, or occasional and repetitive contact with the client's genitalia or female breasts either covered or uncovered.

G. No massage therapist, massage business, nor massage establishment shall place, publish or distribute or cause to be placed, published or distributed any advertising material that depicts any portion of the human body that would reasonably suggest to prospective customers that services prohibited by this Chapter are available nor shall any massage therapist, massage business or massage establishment employ language in any advertising text or business name that would reasonably suggest to a prospective client that any service is available that is prohibited under this Chapter.

H. No massage therapist, owner, operator, manager or employee shall violate the provisions of sections 647(a) (soliciting to engage in lewd or dissolute conduct in a public place), 647 (b) (soliciting to engage in or engaging in any act of prostitution), 266 (h)(pimping), 266(i) (pandering), 314 (indecent exposure), 315 (keeping or residing in a house of ill-fame), 316 (keeping a house of prostitution), 318 (prevailing upon a person to visit a place of illegal gambling or prostitution), 653.23 (supervision of prostitute), 290 (sex offender registrant) of the California Penal Code, or any other state law involving a crime of moral turpitude, and such practices shall not be allowed or permitted by a massage business and/or establishment.

4.33.060. OPERATING REQUIREMENTS FOR MASSAGE.

All massage businesses and/or establishment owners, operators, employees, sole proprietors, independent contractors and any person performing massage within the City shall comply with all of the following operating requirements:

A. CAMTC certification shall be presented to City officials, upon demand, when the massage therapist is inside a massage establishment or providing outcall or on-site massage. No owner, operator or manager of a massage business and/or establishment shall allow or permit a person to administer massage unless the massage therapist possesses a valid CAMTC certificate.

B. A massage therapist shall operate only under the name specified in his or her CAMTC certificate. A massage business shall only operate under the name specified in its City Business License.

C. Massage shall only be performed between the hours of 8:00 a.m. and 10:00 p.m. No massage establishment shall be open and no massage shall be provided between 10:00 p.m. and 8:00 a.m. A massage commenced prior to 10:00 p.m. shall terminate prior to 10:00 pm. and all clients shall exit the massage establishment prior to 10:00 pm.

D. A list of services available and the cost of each service shall be posted in the reception area within the massage establishment, and shall be described in English if another language is also used to list the available services. Outcall and on-site service providers shall provide such a list to clients in advance of performing any service. No owner, manager, or operator shall permit, and no massage therapist shall offer to perform any service other than those posted or listed, as required herein, nor shall an owner, manager, or operator nor a massage therapist request or charge a fee for any service other than those on the list of available services posted in the reception area or provided to the client in advance of any massage services.

E. In a massage establishment, the premises and facilities shall meet and be maintained in a condition to comply with all applicable code requirements of the City, including, but not limited to, those related to the safety of structures, adequacy of the plumbing, lighting, heating, ventilation, waterproofing of rooms in which showers, water or steam baths are used, and the health and cleanliness of the facility.

F. In a massage establishment, clients shall be furnished with a private dressing room. Dressing rooms need not be separate from the room in which the massage is being performed.

G. In a massage establishment, toilet facilities shall be provided in convenient locations and shall consist of at least one (1) unisex toilet with lavatories or wash basins provided with soap and both hot and cold running water either in the toilet room or vestibule.

H. In a massage establishment, a minimum of one (1) wash basin for employees shall be provided at all times. The basin shall be located within or as close as practicable to the area devoted to performing of massage services. Soap and sanitary towels shall also be provided at each basin.

I. In a massage establishment, the CAMTC certificate of each and every massage therapist performing massage shall be displayed in the reception area. Those massage therapists performing on-call and on-site massage therapy shall ensure that the CAMTC certificate is displayed near the location where the massage is to be performed. CAMTC certificates of former employees, independent contractors, volunteers shall be removed as soon as those massage therapists are no longer performing massage at the location.

J. Each massage establishment shall display their General and/or Special Business License(s) in a conspicuous place within the establishment so that the same may be readily seen by persons entering the premises. Those massage therapists performing on-call massage shall have a copy of the General and/or Special Business License(s) available.

K. Massage therapists shall be fully clothed at all times. Clothing shall be of a fully opaque, non-transparent material and said garments shall not expose their genitals, pubic areas, buttocks, or breasts.

L. Every massage business shall keep a written or electronic record of the date and hour of each treatment administered, the name and address of each patron, the name of the massage therapist administering treatment, and the type of treatment administered. Such written or electronic record shall be available for inspection by officials charged with the enforcement of this Chapter. Such records shall be kept by the massage business for a period of two (2) years and shall be open to inspection by the City.

M. Where the massage establishment has staff available to ensure security, the entry to the reception area of the massage business shall remain unlocked during business hours when the establishment is open for business or when clients are present. Massages may not be carried on within any separate cubicle, room, booth or area that is fitted with a door capable of being locked within a massage establishment which has more than one location where a massage can be performed.

N. No massage establishment shall simultaneously operate as a school of massage, or share facilities with a school of massage.

O. Minimum lighting consisting of at least one (1) artificial light of not less than forty (40) watts shall be provided and shall be operating in each room or enclosure where massage services are being performed on clients and in all areas where clients are present.

P. No massage establishment shall allow any person to reside within the massage establishment or in any attached structures owned, leased or controlled by the massage establishment owners.

Q. The presence of any device which can be utilized as an early warning system to alert the employees or operator of a massage establishment to the presence of any law enforcement or local authorities on the premises is prohibited in any massage establishment.

R. All massage establishments must comply with all state and federal laws and regulations pertaining to disabled clients.

S. All massage establishments must comply with the City's sign ordinance pursuant to Chapter 23.743 of the Rancho Cordova Municipal Code.

4.33.065. INSPECTION OF MASSAGE ESTABLISHMENT BY OFFICIALS.

The investigating and enforcing officials of the City, including but not limited to the Chief of Police, or his designees, Neighborhood Management Service Manager, or his or her designee, the Chief Building Official, or his or her designee, the Chief of the Fire Department or his or her designee, shall have the right to enter the massage establishment premises or the premises of a massage home occupation, from time to time, during regular business hours, for the purpose of making reasonable inspections to observe and enforce compliance with applicable laws, statutes and regulations, and with the provisions of this Chapter. The Chief Building Official, and/or Neighborhood Management Services and/or the Chief of the Fire Department may charge a fee for any safety inspections, which shall be established by Council.

4.33.070. APPLICABILITY OF OTHER ORDINANCES.

Nothing contained in this Chapter shall be construed to exempt any person from complying with the provisions of any other applicable ordinance, rule, or regulation, or to exempt a massage establishment or massage therapist from the provisions of any zoning, licensing or other building ordinance, rule or regulation.

4.33.075. NUISANCE.

Any massage business or establishment operated, conducted, or maintained contrary to the provisions of this Chapter or the provisions of Business and Professions Code section 4609 (Massage Therapy Act) shall be unlawful and a public nuisance, and the City Attorney may, in the exercise of discretion, in addition to or in lieu of prosecuting a criminal action hereunder, commence an action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in any manner provided by law, and shall take such other steps and shall apply to such court(s) as may have jurisdiction to grant such relief as will abate or remove such businesses and restrain and enjoin any person from operating, conducting, or maintaining a massage establishment or business contrary to the provisions of this Chapter. All remedies provided for in this Chapter are cumulative.

4.33.080. UNLAWFUL BUSINESS PRACTICES MAY BE ENJOINED.

Any massage establishment or business operated, conducted, or maintained contrary to the provisions of this Chapter shall constitute an unlawful business practice pursuant to Business & Professions Code section 17200 et seq., and the City Attorney and/or District Attorney may, in the exercise of its discretion, in addition to or in lieu of taking any other action permitted by this Chapter, commence an action or actions, proceeding or proceedings in an appropriate court of jurisdiction, seeking an injunction prohibiting the unlawful business practice and/or any other remedy available at law, including but not limited to fines, attorney's fees and costs.

4.33.085. CRIMINAL PROSECUTION.

A violation of any of the provisions or failing to comply with any of the mandatory requirements of this Chapter shall constitute a misdemeanor and at the discretion of the City Attorney, a violation of any provision of this Chapter may be prosecuted in a criminal court. Any violation of this Chapter prosecuted as a misdemeanor shall be punishable by a fine of not more than one thousand dollars (\$1,000.00), per violation or by imprisonment in the County Jail for a period of not more than six (6) months, or by both fine and imprisonment. All remedies provided for in this Chapter are cumulative.

4.33.090. ADMINISTRATIVE FINES.

A violation of any of the provisions or failing to comply with any of the mandatory requirements of this Chapter, may result in the issuance of an administrative citation and the City may, at its discretion, seek an administrative fine of up to one thousand dollars (\$1,000.00).

A. Each violation of any provision of this Chapter shall constitute a separate and distinct violation for each and every day during which any violation of any provision of this Chapter is committed, continued or permitted by such person.

B. Notice of the assessed fine shall be served by certified mail with the legal violation and supporting facts. The notice shall contain an advisement of the right to file an appeal and the process for contesting the imposition of the fine with the City. The appeal process and timeline shall follow those procedures and timelines set forth in Rancho Cordova Municipal Code.

C. If an appeal is not filed and the fine is not paid within thirty (30) days from either the date of the notice of fine or a notice of determination from the Hearing Officer, the fine may be referred to a collection agency within or external of the City.

D. Any outstanding amounts owed to the City may be recovered through a lien against any real property owned by the offending party or a personal obligation lien against the offending party.

5-2.215. PROSECUTORIAL DISCRETION.

Pursuant to the City Attorney's prosecutorial discretion, the City may enforce violations of this Chapter as criminal, civil, and/or administrative violations utilizing administrative remedies. All remedies provided for in this Chapter are cumulative.

SECTION 2. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). The City Council hereby finds that the adoption of this Ordinance does not constitute the approval of a "project" under the California Environmental Quality Act (CEQA) pursuant to section 15060(c)(2) and (3), 15061(b)(3), 15262, and 15378 of the State of California CEQA Guidelines. Specifically, this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment because it does not authorize the construction of any new structures or other physical changes to the environment.

SECTION 3. NO MANDATORY DUTY OF CARE. This Ordinance is not intended to, and shall not be construed or given effect in a manner that imposes upon the City or any officer, agent, employee or volunteer, thereof a mandatory duty of care towards persons and property, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council hereby declares that it would have passed the ordinance codified in this Chapter, and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of this Chapter would be subsequently declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

SECTION 6. PUBLICATION. At least two (2) days prior to its final adoption, copies of this ordinance shall be posted in at least three (3) prominent and distinct locations in the City; and a notice shall be published once in *The Sacramento Bee*, the official newspaper of the City of Rancho Cordova, setting forth the title of this ordinance, the date of its introduction and the places where this ordinance is posted.

The foregoing ordinance was introduced at a regular meeting of the Council of the City of Rancho Cordova held on the _____, by Councilmember_____, who moved its introduction and passage to print, which motion being duly seconded by Councilmember _____, was upon roll call carried and ordered printed and published by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance, having been published as required by the City of Rancho Cordova, and coming on for final consideration at the regular meeting of the Council of the City of Rancho Cordova held on the ____ day of _____ 2016, Councilmember _____ moved its final adoption, which motion being duly seconded by Councilmember _____, was upon roll call carried and the ordinance adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

2643574.2

2590863.1

2705896.1

MESSAGE ORDINANCE

**City Council Meeting
September 19, 2016
Adam U. Lindgren, City Attorney**

OVERVIEW OF PRESENTATION

Background: New State Law

Proposed Ordinance

Community Outreach and Input

Looking Forward

BACKGROUND: NEW STATE LAW

AB 1147 enacted January 1, 2015

Allows cities and counties to:

- Require that all people who perform massage to be CAMTC certified; and

- Require that all massage establishments obtain a license, permit, certificate, or other authorization in order to operate lawfully in the jurisdiction.

Prohibits cities and counties from:

- Defining or regulating any massage establishment as adult entertainment;

- Imposing any test, medical exam or background check for CAMTC certificate holder to provide massage;

- Imposing a requirement that a CAMTC certificate holder obtain any other license, permit, certificate or other authorization to provide massage for compensation; and

- Prohibiting a CAMTC certificate holder from performing massage in a body area or using a technique recognized by CAMTC as legitimate.

PROPOSED ORDINANCE

✓ Generally

Requires all massages to be performed by CAMTC certified therapist; and

Massage therapists, businesses and establishments must comply with a variety of operating and health and safety requirements; and

Requires General Business License for CAMTC owned or operated businesses; and

Requires General and Special Business License for those businesses that are owned or managed by persons that are not CAMTC certified; and

Provides a variety of enforcement methods.

✓ City is currently reviewing whether or not to restrict massage establishments in zoning code update.

PROPOSED ORDINANCE

∇ Highlights of Health and Safety Requirements

Requires clean linens and equipment.

Prohibits massage for sexual gratification.

Prohibits sexually suggestive advertisement.

∇ Highlights of Operating Requirements

Massage establishments must comply with all applicable code requirements of the City.

Massages can only be given between 8 a.m. and 10 p.m.

CAMTC Certificates must be displayed in reception area of massage establishments.

Massage establishments cannot be used as a residence.

COMMUNITY OUTREACH AND INPUT

Staff met with massage establishment owners and massage therapists on August 24, 2016.

Four local massage therapists attended and provided direct input and discussion on Health and Safety and Operating Requirement Sections of draft Ordinance.

RECOMMENDED ACTION

Conduct public hearing to receive additional public comment; and

Motion to waive first reading and introduce the ordinance.

MEMORANDUM

DATE: September 19, 2016

TO: Honorable Mayor and Council Members

FROM: Kim Juran-Karageorgiou, Chief Financial Officer
Stacy Delaney, Community Enhancement Analyst

SUBJECT: A. RECEIVE FISCAL YEAR 2015/16 PRELIMINARY YEAR-END FINANCIAL REPORT AND COMMUNITY ENHANCEMENT FUND CITIZEN REPORT
B. DISCUSS OPTIONS FOR CREATING A COMMUNITY ENHANCEMENT FUND OVERSIGHT BOARD
C. ADOPT RESOLUTION AUTHORIZING 2015/16 BUDGET AMENDMENTS



RECOMMENDATION

This report is for both informational purposes and requesting action. It is recommended that the City Council receive the Fiscal Year 2015/16 Preliminary Year-End Financial Report and Community Enhancement Fund Report and Adopt Resolution No. 114-2016 (Attachment 2) amending the Fiscal Year 2015/16 Budget.

RESULT OF RECOMMENDED ACTION

The Fiscal Year 2015/16 Preliminary Year-End Financial Report and Community Enhancement Fund Citizen Report provide the City Council with the City's unaudited financial performance for the most recent fiscal year prior to receiving the audited Comprehensive Annual Financial Report (CAFR) later in the year. It also provides the City Council with the opportunity to authorize the proposed budget amendments for the June 30, 2016 fiscal year. The proposed budget amendment would use General Fund surplus dollars to eliminate interfund loans/fund deficits in the General Plan Fund, Kilgore Cemetery Fund, and Capital Improvement Projects fund. The report on the Community Enhancement Fund will provide a report of the first year of the Community Enhancement Fund program and will include a discussion of establishing an oversight board.

BACKGROUND

The City Council approved Operating Budget serves as the annual plan and resource allocation that guides and ensures implementation of City Council policies and priorities. The budget implements the vision and direction for the range of services that meet the needs of the community.

City finances ended the 2015/16 fiscal year on a very positive note. Overall, City revenues continue to show recovery from recessionary lows and, in some cases, are achieving new highs. City expenditures remained well under budget as a result of salary savings from vacant positions, resulting in a year-end surplus. The attached 2015/16 Preliminary Year-End Financial

Report (Attachment 1) provides the revenue and expenditure summary for the General Fund, the City's primary operating fund. It is important to note that these numbers are preliminary and may change as the City completes the process of closing out the 2015/16 fiscal year over the next month.

General Fund

The 2015/16 General Fund revenue budget was increased \$3.8 million over the prior year budget to \$47.2 million. Even with this increase to the General Fund revenue budget, total General Fund revenues surpassed the budget by \$4.7 million, primarily driven by one-time anomalies with the City's sales tax, which are highlighted as follows:

- The unwinding of the triple flip in 2015/16 resulted in City's receiving a one-time influx of sales tax. This amounted to \$2.2 million in one-time sales tax dollars being received in the 2015/16 fiscal year.
- Due to the misallocation of sales tax by three major businesses in the City, the City incorrectly received \$1.5 million of sales tax that belongs to other jurisdictions. As such, the City has treated this amount as a liability at year-end as it prepares for the State Board of Equalization to collect this amount during the 2016/17 fiscal year.

It is important to note that the City's Measure H ½ cent sales tax is not included in these totals as it is tracked and reported separately. Further discussion of Measure H/Community Enhancement Funds is included later on in this staff report.

The 2015/16 General Fund expenditure budget was increased \$3.7 million over the prior year to \$47.1 million in anticipation of filling a number of vacant staff positions. The City ended the fiscal year under budget by \$1.9 million, primarily the result of salary savings from vacant positions that the City was in the process of filling over the course of the fiscal year.

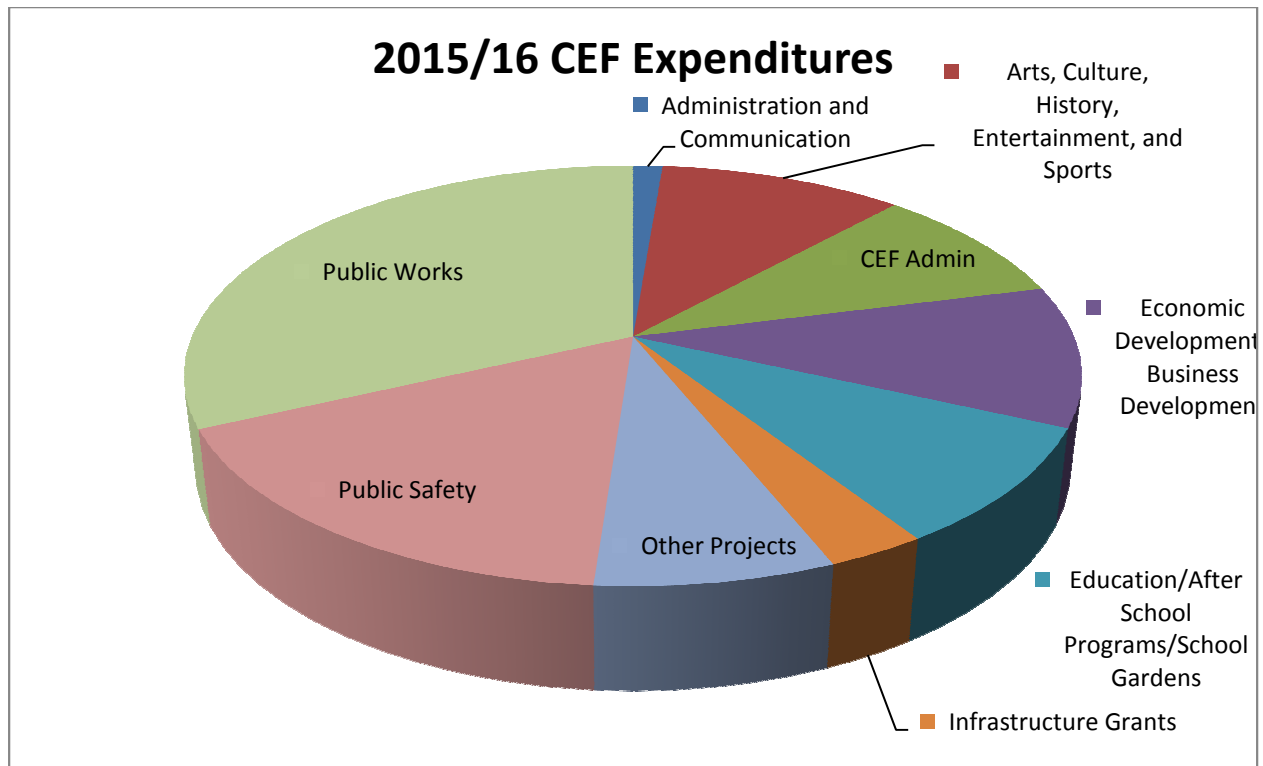
The General Fund budget surplus at fiscal year-end totaled \$6.7 million; however, once adjusted for the misallocated sales tax the City's actual surplus is approximately \$5.2 million. This one-time surplus provides an opportunity for evaluation of opportunities for the use of surplus funds. Staff is proposing City Council consider paying off internal fund deficits/loans to reduce the number of inter-fund obligations currently held by the City. The following chart shows the City's interfund advances and fund deficits as of June 30, 2016 along with the proposed year-end transfers/budget amendments, which are explained in further detail below.

Fund	Amount	Recommendation
Interfund Advances from the General Fund		
General Plan Special Revenue Fund	\$ 1,320,607	Special revenues to this fund average \$70,000 annually, which would take 17 years to pay off this debt. It is anticipated that updates to the General Plan and its associated documents will be necessary in the next few years. As such, it is recommended that the City's General Fund forgive this advance and allow future special revenues to be saved in the fund for upcoming General Plan updates.
Kilgore Cemetery Enterprise Fund	882,828	In 2014, the City Council authorized that the interfund loan between the General Fund and the Kilgore Cemetery Fund be forgiven over six years through 2019. It is recommended that the loan forgiveness be accelerated and forgiven in its entirety in 2015/16.
Fund Deficits		
Capital Improvement Projects Fund	(284,904)	The Capital Improvement Projects Fund has been closed out and is no longer used. The remaining deficit is due to CIP expenditures in excess of funding transferred to the fund over the course of many years during the early years of the City. While considerable time has been spent trying to identify the sources of this difference, staff has been unable to isolate the exact cause. With appropriate project accounting measures now in place, the City has safeguards in place to ensure that CIP projects are accounted for fully. It is recommended that the City's General Fund pay off this deficit and close out the fund.

If the City Council approves the recommended budget amendments/transfers to the General Plan Fund, Kilgore Cemetery Fund, and Capital Improvement Projects Fund, the City's year-end surplus is reduced by \$2.5 million to \$2.7 million. In accordance with the City's reserve policy, 50% of this amount/\$1.35 million will be transferred to the Capital Facilities Fund and 25%/\$675,000 will be transferred to the Infrastructure Capital Fund. The remaining surplus of \$675,000 will remain in the General Fund.

Community Enhancement Fund

The City began receiving funds associated with the Measure H ½ cent sales tax measure in April 2015. The 2015/16 fiscal year marked the first year of programming Community Enhancement Fund monies. The City awarded a total of \$8 million across eight categories. Of this amount, approximately \$3.8 million in funds have been expended and an additional \$3 million have been authorized to roll forward into the current fiscal year for projects occurring over a multi-year window. The chart below highlights the categories in which Community Enhancement Fund expenditures occurred in the 2015/16 fiscal year.



Early estimates indicated that the City could expect to receive approximately \$7.2 million in Measure H sales tax dollars. However, actual receipts in 2015/16 totaled only \$6.2 million, resulting in a shortfall between awarded projects and actual revenues of \$1.8 million. As a destination based sales tax, the amount of sales tax generated from business-to-business transactions contributed far less than originally estimated. In addition, continuing low gas prices also had a negative impact on sales tax revenues. It is anticipated that this shortfall will be absorbed by approximately \$1.2 million in unused 2015/16 Community Enhancement Fund monies along with \$600,000 in unused 2014/15 Community Enhancement Fund dollars.

Community Enhancement Fund Oversight Board

With the passage of Measure H in 2014, the City Council expressed interest in establishing an oversight board that would review the manner in which Community Enhancement Funds were spent. While not required by the voter approved sales tax measure, this oversight board would provide an additional layer of transparency to the community.

Based on initial feedback from the City Council and staff, the recommendation is to establish an oversight board that would provide an annual review and audit of how Community Enhancement Fund monies are spent. It is anticipated that the oversight board would meet annually after the close of the prior fiscal year to review the expenditure of Community Enhancement Fund dollars. If desired, the oversight board could also be tasked with reviewing each grantee's adherence with the City's reporting requirements and making recommendations to exclude non-complying organizations from future award cycles.

If the City Council chooses to proceed with establishing an oversight board, an ordinance amending Chapter 3.05 of the Municipal Code would need to be adopted. Some decision points for the City Council are as follows:

- **Size of the board** – It is recommended that the size of the board range from 5-9 members.
- **Criteria for selection** – it is recommended that a brief application process be developed to allow for all interested community members to apply. Final appointment to the board would be determined by the City Council.
- **Term limits** – It is recommended that the board members be appointed to serve for a four year term, which can be renewed, if desired.
- **Roles and Responsibilities** – Generally speaking, it is recommended that the oversight board review the accomplishments for each fiscal year, review a financial report accounting for how Measure H funds are spent, and reviewing each awardee's compliance with the City's reporting requirements. Decisions regarding the award of funds will remain a City Council function.

FISCAL IMPACT

The proposed budget amendment would utilize \$2,488,339 of General Fund surplus dollars to pay off interfund debt/fund deficits. This would be achieved through transfers out of the General Fund totaling \$2,488,339 and transferred in to the following three funds in the amounts highlighted:

- General Plan Fund: \$1,320,607
- Kilgore Cemetery Enterprise Fund: \$882,828
- Capital Improvement Projects Fund: \$284,904

ATTACHMENTS

1. 2015/16 Preliminary Year-End Financial Report
2. Resolution No. 114-2016.
3. Community Enhancement Fund Citizen Report.
4. Community Enhancement Fund Projects Insert.
5. PowerPoint Presentation.

City of Rancho Cordova
General Fund
Fiscal Year Ending June 30, 2016

CATEGORY	FY 2012/13 Actual	FY 2013/14 Actual	FY 2014/15 Actual	FY 2015/16 Amended Budget	FY 2015/16 Preliminary Actual
REVENUES					
Taxes	31,560,891	33,139,288	35,626,675	36,524,600	38,852,540
Franchise Fees	1,973,151	1,845,459	1,649,628	1,608,000	1,907,022
Licenses, Permits and Fees	2,828,956	2,848,782	2,886,287	2,768,900	3,530,248
Fines and Forfeitures	1,324,340	1,422,014	1,188,495	1,310,900	1,548,701
Use of Money and Property	582,366	681,379	673,625	694,300	796,672
Intergovernmental	944,152	697,524	1,071,359	512,800	1,303,666
Charges for Services	2,835,424	3,157,165	3,325,591	3,467,600	3,682,203
Other Revenues	315,474	288,565	112,782	38,500	217,550
Transfers In	239,475	151,872	85,000	335,000	100,000
TOTAL GENERAL FUND REVENUE	\$ 42,604,228	\$ 44,232,048	\$ 46,619,440	\$ 47,260,600	\$ 51,938,602
EXPENDITURES					
Total Personnel Costs	6,902,790	7,398,252	7,807,016	7,902,600	7,220,464
Total Operating Costs	23,903,071	24,906,164	26,041,674	28,247,000	27,656,816
Total Debt Service	7,336,074	7,512,535	7,922,109	8,083,300	8,082,766
Total Capital	207,506	67,748	340,245	719,500	310,088
Transfers Out	3,562,350	3,681,140	2,718,306	2,191,600	1,996,520
Extraordinary (Gain)/Loss	59,126				
TOTAL GENERAL FUND EXPENDITURES	\$ 41,970,916	\$ 43,565,839	\$ 44,829,351	\$ 47,144,000	\$ 45,266,654
TOTAL EXCESS	\$ 633,312	\$ 666,209	\$ 1,790,089	\$ 116,600	\$ 6,671,948
Liability for sales tax payable					(1,470,000)
ADJUSTED SURPLUS					<u>\$ 5,201,948</u>

ATTACHMENT 1

ATTACHMENT 2**CITY OF RANCHO CORDOVA****RESOLUTION NO. 114-2016****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING THE OPERATING BUDGET FOR THE FISCAL YEAR 2015/16****RECITALS**

WHEREAS, the City Manager has submitted to the City Council of Rancho Cordova a Fiscal Year 2015/16 and 2016/17 Proposed Budget; and

WHEREAS, after examination, deliberation and due consideration, the City Council has approved the same with the passage of Resolution No. 99-2015; and

WHEREAS, to keep the budget current it becomes necessary to amend the budget and various schedules on a periodic basis as events necessitate; and

WHEREAS, the Fiscal Year 2015/16 will be amended as shown on the attached Exhibit A:

DECISION

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Rancho Cordova as follows:

1. The Fiscal Years 2015/16 Adopted Budget is hereby amended to incorporate the adjustments on the attached Schedule of Proposed Budget Amendments.
2. That the amounts stated in the Schedule of Proposed Budget Amendments shall become and thereafter be appropriated to funds stated therein and said monies are hereby appropriated; and
3. The City Manager is authorized to approve expenditure adjustments within individual funds so long as the total appropriated within each major fund is not exceeded.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

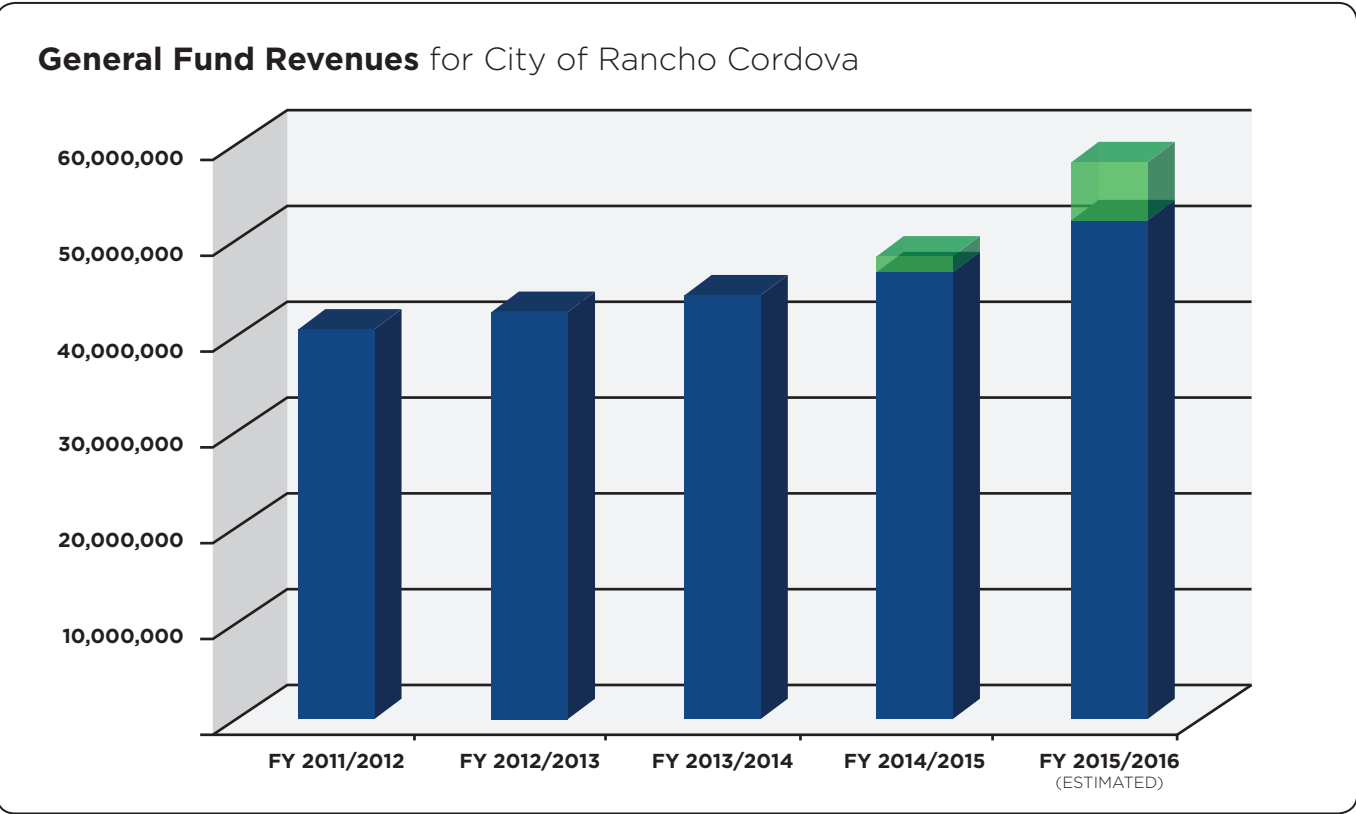
**City of Rancho Cordova
Proposed Expenditure Budget Adjustments**

Fund Number	Fund Name/Object	Original Budget	Proposed Adjustment	Amended Budget
FY 2015/16				
General Fund: Transfers Out 69910				
1000	General Fund	\$ 47,144,000	\$ 2,488,339	\$ 49,632,339
Enterprise Funds: Transfers In 44499				
5100	Kilgore Cemetery Fund	\$ 476,600	\$ 882,828	\$ 1,359,428
Special Revenue Funds: Transfers In 44499				
2217	General Plan Fund	\$ 63,800	\$ 1,320,607	\$ 1,384,407
Capital Projects: Transfers In 44499				
3000	Capital Improvement Projects Fund	\$ 100,000	284,904	\$ 384,904

ATTACHMENT 2 - EXHIBIT A

General Fund Revenues

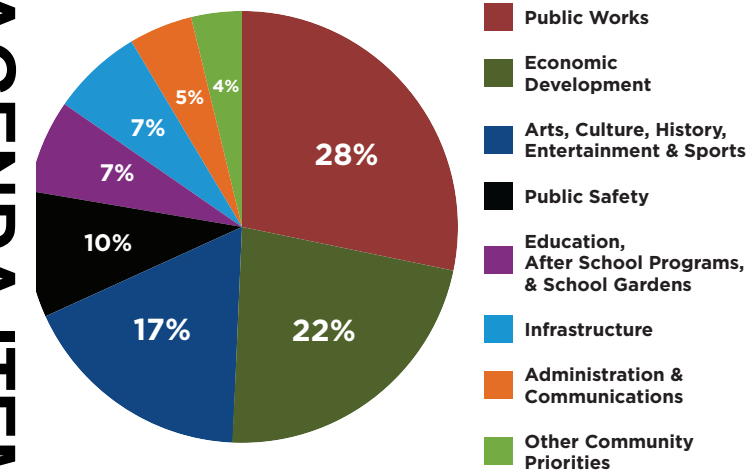
The chart below depicts the past five years of General Fund Revenues for the City of Rancho Cordova. The green shaded area represents the Community Enhancement Fund revenues that began during the 2014/2015 fiscal year. During the 2015/2016 fiscal year, the program generated approximately \$6.2 million in additional sales tax revenue.



Each approved project fulfills a need for key community priorities, including Public Works; Economic Development; Arts, Culture, History, Entertainment and Sports; Public Safety; Education, After School Programs and School Gardens; Infrastructure; Administration and Communications; and Other, which covers miscellaneous community priorities.

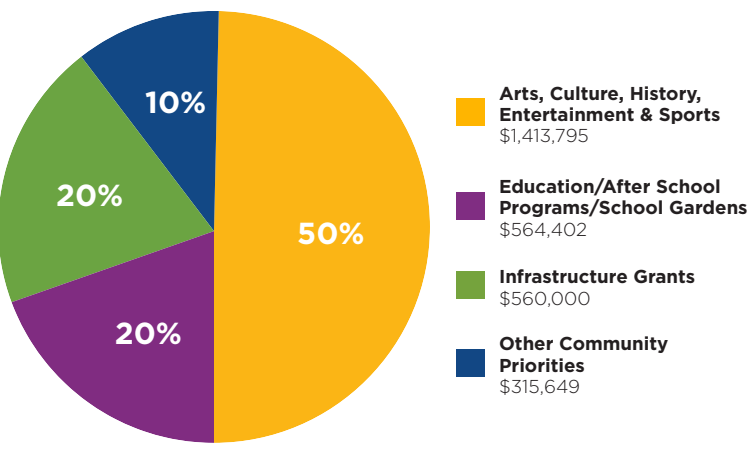
Following is a breakdown of the amount and percentage of funding allocated to the above priorities during the 2015/2016 fiscal year. It also includes a breakdown of community projects by priority area.

Breakdown of Community Enhancement Fund*



* Fiscal Year 2015-2016

Community Grant Types**



** \$2.85 Million

Read on for specific project examples in six of the priority areas and how the projects are supporting the City of Rancho Cordova. For a full list of approved projects and program updates for both fiscal years, visit: www.cityofranchocordova.org/CommunityEnhancementFund

Enhancing Economic Development

Allocation: \$1,800,000

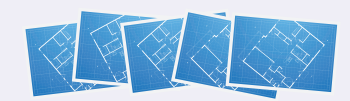
Below are some specific project examples in this priority area.

REVOLVING LOAN FUND PROGRAM

This program provides financial resources to grow existing businesses and establish new businesses in the City.

\$250,000

Loan to American River Brewing Company



Added New Tasting Room:

3,600 Sq. Ft.

New Restrooms, a New Bar and a Walk-In Cooler

\$50,000

Loan to Calibration & Precision Measurement (CPM) Labs

Funds Covered Moving & Startup Costs to New Location

BUSINESS FEE ASSISTANCE PROGRAM

This program provides funds to assist businesses to locate in vacant, underutilized space throughout the City.

3

Companies are using the Program



\$332,334

Donahue Schriber Realty Group

Supports Building & Development Fees for Construction of the New Sunridge Plaza Shopping Center

92,000

Square Feet of Retail



40,000 Sq. Ft.

Raley's Supermarket

Enhancing Other Community Priorities

Allocation: \$315,649

Below are some specific project examples in this priority area.

REBUILDING TOGETHER SACRAMENTO

Grant: \$70,000

REBUILD DAY EVENT ON APRIL 30, 2016

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Residential Homes Received Home Improvements & Repairs FREE-OF-CHARGE

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Volunteers

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Dumpsters of Trash & Debris

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Grant: \$30,000

Property owners can apply for funds to assist in removing existing chain link fencing and beautifying front yards

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Grant: \$22,339

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MATHER VETERANS VILLAGE, PHASE III

Grant: \$75,000



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Acre Location

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Permanent Homes (Phase I)

Phase III will be the Gathering Place for the Community & include an Additional 50 Permanent Supportive Homes



SMALL COMMUNITY GRANTS

Grant: \$10,000

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Community Grants Awarded



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Mobile Country Club Purchased Safety Vests & Hats for use in Emergency Situations	
West La Loma area CPR training classes & CPR certifications for use in Emergency Situations	
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Cordova Meadows Neighborhood Community BBQ	100 Residents



Stay connected to your City
2729 Prospect Park Drive, Rancho Cordova, CA 95670
www.CityofRanchoCordova.org/CommunityEnhancementFund
Sign up for **Fresh Connect**, a monthly e-newsletter.



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Allocation: \$1,413,795

Below are some specific project examples in this priority area.

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Grant: \$19,200



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6 SPORT LEAGUES Participated

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Grant: \$900,000

COMPLETED FALL 2016

Cordova Towne & White Rock Neighborhood Improvements:



Roads



Sidewalks



Drainage

NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM

Grant: \$150,000

COMPLETED FALL 2016

Lincoln Village Neighborhood Improvements:



10 Speed Humps



5 Bulb Outs



2 Speed Feedback Signs



1 Crosswalk w/ Lights



TREE FRIENDLY CITY OF RANCHO CORDOVA

Grant: \$75,000

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Allocation: \$790,000

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The Community Enhancement Fund provided an additional \$790,000 to the \$18,000,000+ annual police budget. The Crime Suppression Unit conducts investigations based on community tips and complaints and removed additional weapons, illicit drugs and contraband off the streets.



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Enhancing Education

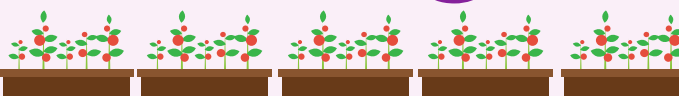
Allocation: \$564,402

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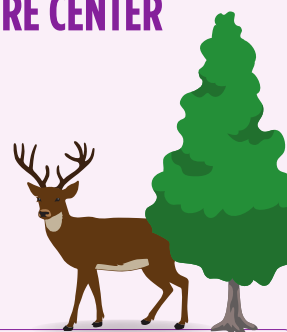
FIELD TRIPS TO EFFIE YEAW NATURE CENTER

Grant: \$20,000

All Public **3rd Grade** Students in Rancho Cordova went on a **FREE FIELD TRIP**



800 STUDENTS Participated



Dear Citizen,

Welcome to the City of Rancho Cordova's inaugural edition of the Community Enhancement Fund Citizen Report! Rancho Cordova is a safe, inviting and vibrant community that values diversity, opportunity, partnerships and fun. One of the key ways our City showcases these values is through the Community Enhancement Fund program.

The City's Community Enhancement Fund is supported by Measure H, a half-cent sales tax approved by Rancho Cordova voters in November 2014. The measure passed with more than 60% of residents in favor, and the sales tax went into effect on April 1, 2015.

In Spring 2015, we held 16 town hall meetings in local neighborhoods to gather ideas for how you wanted to see the locally-controlled funds spent. More than 400 citizens attended to discuss short-term neighborhood needs and dreams for the City ten years from now.

The City concurrently launched a grant application process to review funding requests from individuals, organizations, businesses and community partners.

The Rancho Cordova City Council reviewed the list of citizen needs and grant applications with a focus on improving public safety, quality of life, community pride, civic engagement, arts and culture and children and youth programs. More than 60 projects were selected for funding during the 2015/2016 fiscal year.

The goals of this annual City publication are to provide an overview of Community Enhancement Fund projects, explain how sales tax revenue was spent and show the return on investment. This edition will cover the Community Enhancement Fund program during the 2015/2016 fiscal year.

The City Council has also allocated funding during the 2016/2017 fiscal year. For a full list of approved projects and program updates for both fiscal years, visit: www.cityofranchocordova.org/CommunityEnhancementFund.

If you have any questions, please contact Stacy Delaney at (916) 851-8878 or sdelaney@cityofranchocordova.org.

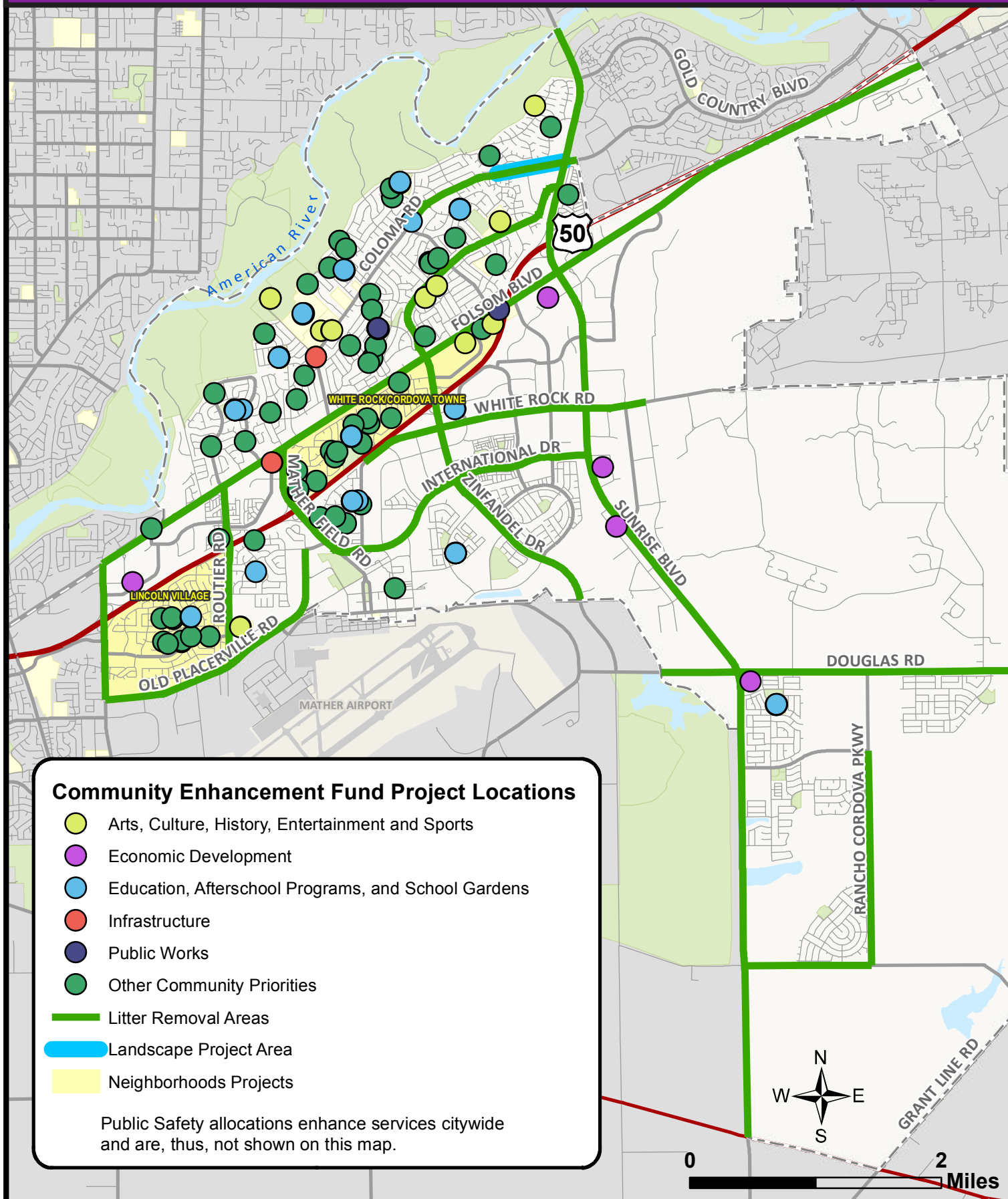
Sincerely,

Cyrus Abbar
Cyrus Abbar
City Manager



COMMUNITY ENHANCEMENT FUND PROJECTS

FISCAL YEAR 2015/2016



2015/16 Preliminary Year-End Financial Report and Community Enhancement Fund Citizen Report

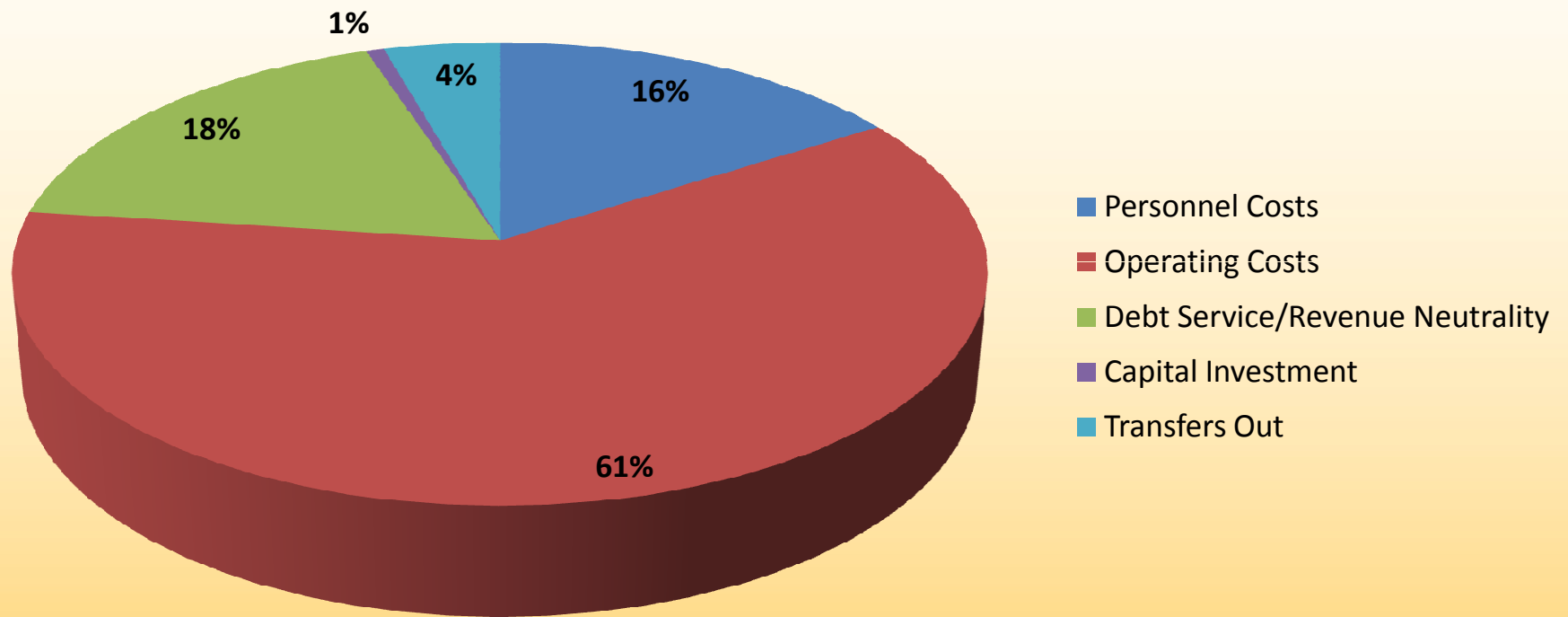
September 19, 2016

General Fund Revenue Trends

- Property Tax: 15% increase since 2012/13
- Sales Tax: One time anomalies inflate 2015/16 sales tax figures
- Transient Occupancy Tax: 9% increase over 2014/15
- Utility User Tax: No year-over-year change
- Building Permits: 33% increase in 2015/16

General Fund

2015/16 Expenditures



General Fund

CATEGORY	FY 2013/14 Actual	FY 2014/15 Actual	FY 2015/16 Amended Budget	FY 2015/16 Preliminary Actual
REVENUES				
Taxes	33,139,288	35,626,675	36,524,600	38,852,540
Fines and Fees	6,116,256	5,724,409	5,687,800	6,985,971
Charges for Services	3,157,165	3,325,591	3,467,600	3,682,203
Other Revenues/Transfers In	1,819,339	1,942,766	1,580,600	2,417,888
TOTAL GENERAL FUND REVENUE	\$ 44,232,048	\$ 46,619,440	\$ 47,260,600	\$ 51,938,602
EXPENDITURES				
Personnel Costs	7,398,252	7,807,016	7,902,600	7,220,464
Operating Costs	24,906,164	26,041,674	28,247,000	27,656,816
Debt Service/Revenue Neutrality	7,512,535	7,922,109	8,083,300	8,082,766
Capital Investment/Transfers Out	3,888,646	2,925,812	2,399,106	2,204,026
TOTAL GENERAL FUND EXPENDITURES	\$ 43,565,839	\$ 44,829,351	\$ 47,144,000	\$ 45,266,654
TOTAL EXCESS	\$ 666,209	\$ 1,790,089	\$ 116,600	\$ 6,671,948
Liability for sales tax payable				(1,470,000)
ADJUSTED SURPLUS				\$ 5,201,948

Proposed Use of Surplus Funds

- Pay off interfund advances
 - General Plan Special Revenue Fund: \$1,320,607
 - Kilgore Cemetery Enterprise Fund: \$882,828
- Pay off Fund Deficits
 - Capital Projects Fund: \$284,904

Reserve Allocations

Remaining Surplus of \$2.7 million to be allocated to reserves according to policy:

- 50% City Facilities Reserve
- 25% Infrastructure Reserve
- 25% remains in the General Fund

Reserve Balances as of 6/30/2016

- Unassigned General Fund Balance: \$17.8 million
 - Economic Uncertainty Reserve: \$10.8 million
 - Remaining Unassigned Fund Balance: \$7 million
- City Facilities Fund: \$5.5 million
- Infrastructure Fund: \$2.2 million
- Community Enhancement Capital Fund: \$500K

Future Considerations

- CalPERS Unfunded Liability: \$2.3 million
- Outstanding Loans to the Former Redevelopment Agency: \$5 million
- Outstanding Advance to Local Housing Fund: \$3.4 million

Community Enhancement Fund

2015/16 Community Enhancement Fund Allocation	\$ 8,018,646
2015/16 Community Enhancement Fund Expenditures	(3,786,221)
Authorized Carryforward	(3,015,614)
Unused Community Enhancement Funds	\$ 1,216,811
Actual Community Enhancement Fund Revenues	6,178,792
Funding Shortfall	\$ 1,839,854
Difference between Unused Community Enhancement Funds and Funding Shortfall	<u>\$ (623,043)</u>

Community Enhancement Fund Citizen Report

Fiscal Year 2015/2016



History of Program

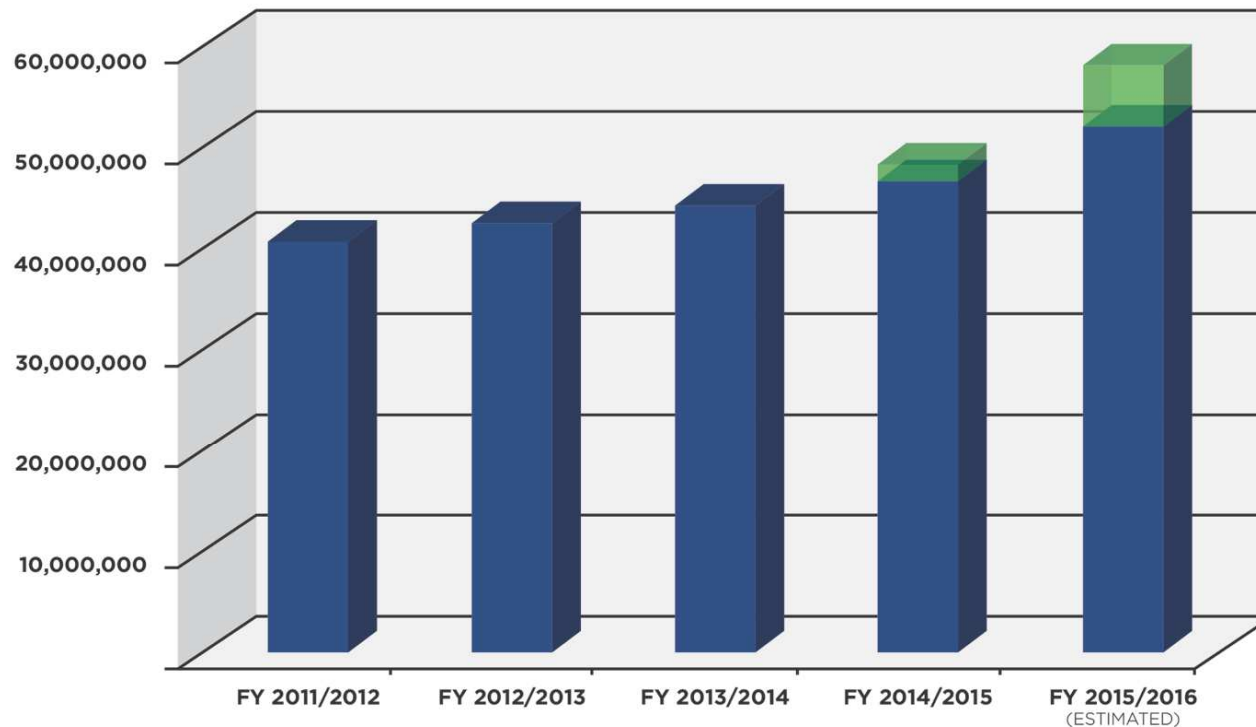
- Supported by Measure H, a half-cent sales tax approved by Rancho Cordova voters in November 2014
- Sales tax went into effect on April 1, 2015
- Held 16 town hall meetings in 2015
 - Gathered ideas and feedback
 - Discussed short-term needs and dreams for the City
 - Launched the first grant application process



General Fund Revenues

The chart below depicts the past five years of General Fund Revenues for the City of Rancho Cordova. The green shaded area represents the Community Enhancement Fund revenues that began during the 2014/2015 fiscal year. During the 2015/2016 fiscal year, the program generated approximately \$6.2 million in additional sales tax revenue.

General Fund Revenues for City of Rancho Cordova

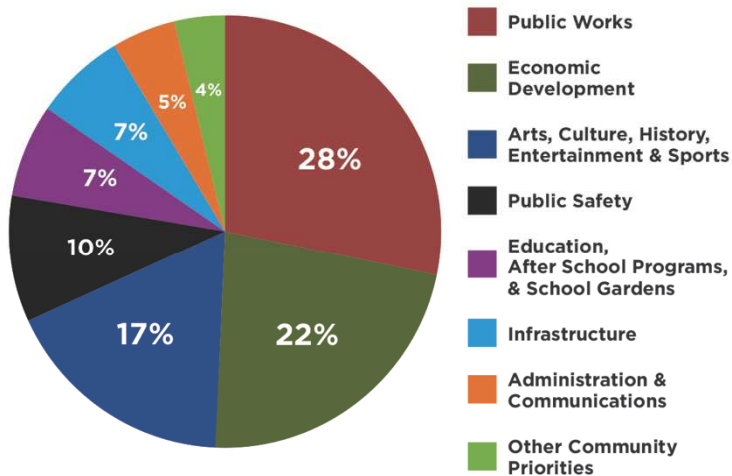


Fulfilling Community Priorities

Each approved project fulfills a need for key community priorities, including Public Works; Economic Development; Arts, Culture, History, Entertainment and Sports; Public Safety; Education, After School Programs and School Gardens; Infrastructure; Administration and Communications; and Other, which covers miscellaneous community priorities.

Following is a breakdown of the amount and percentage of funding allocated to the above priorities during the 2015/2016 fiscal year. It also includes a breakdown of community projects by priority area.

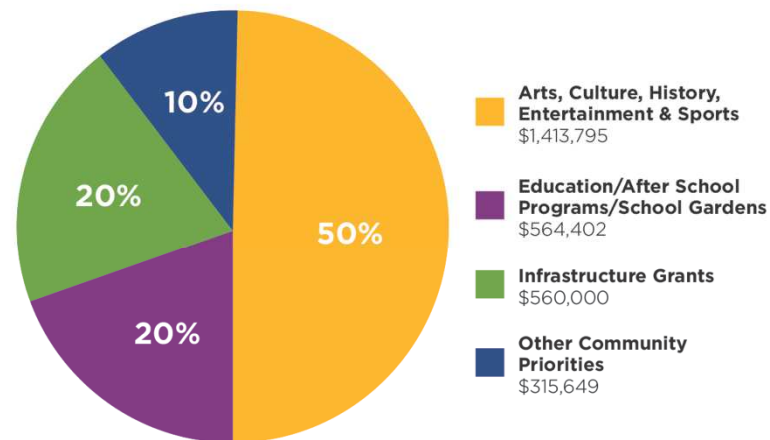
Breakdown of Community Enhancement Fund*



* Fiscal Year 2015-2016

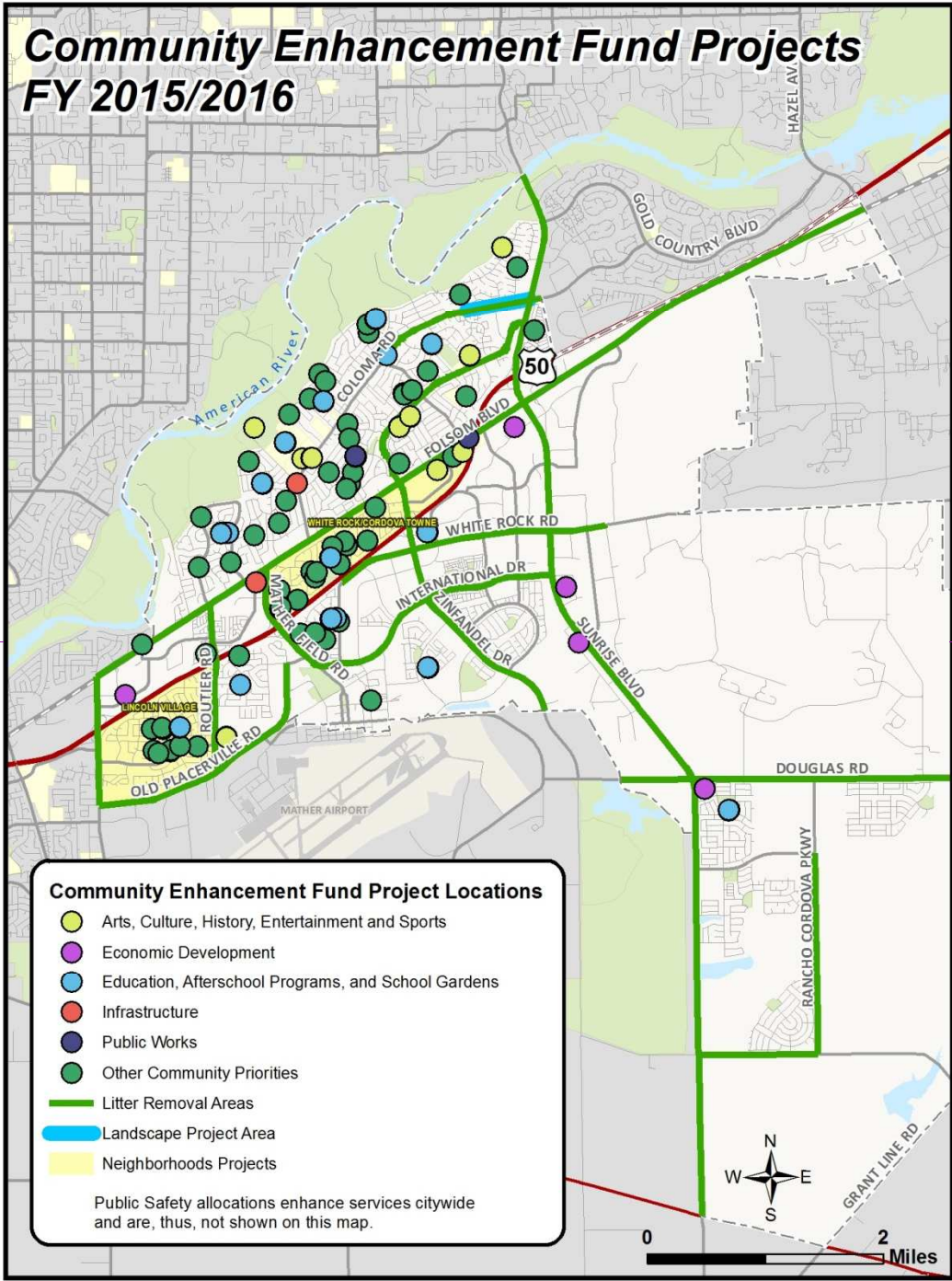


Community Grant Types**



** \$2.85 Million





Enhancing Public Safety

Allocation \$790,000

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IMPLEMENTED AUGUST 2015

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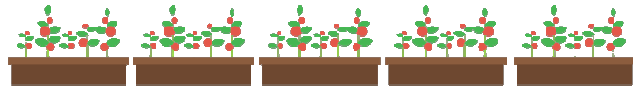
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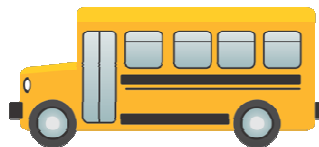
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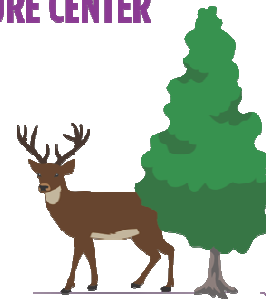
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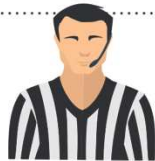
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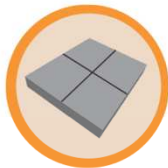
Grant: \$900,000

COMPLETED FALL 2016

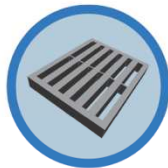
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Drainage

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1.35 Mile Long, **12**
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Enhancing Economic Development

Allocation \$1,800,000

Below are some specific project examples in this priority area.

REVOLVING LOAN FUND PROGRAM

This program provides financial resources to grow existing businesses and establish new businesses in the City.

\$250,000

Loan to American River Brewing Company



Added **New Tasting Room:**

3,600 Sq. Ft.

New Restrooms, a New Bar and a Walk-In Cooler

\$50,000

Loan to Calibration & Precision Measurement (CPM) Labs

Funds Covered **Moving & Startup Costs** to New Location

BUSINESS FEE ASSISTANCE PROGRAM

This program provides funds to assist businesses to locate in vacant, underutilized space throughout the City.

3 Companies are using the **Program**



\$332,334 **Donahue Schriber Realty Group**

Supports **Building & Development Fees** for Construction of the New **Sunridge Plaza Shopping Center**

92,000 Square Feet of Retail



40,000 Sq. Ft. **Raley's Supermarket**



Enhancing Other Community Priorities

Allocation \$315,649

Below are some specific project examples in this priority area.

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800 Residents

Cordova Meadows Neighborhood Community BBQ

100 Residents



Next Steps

- Finalize the Community Enhancement Fund Citizen Report based on feedback received
- Mail the report to residents
- Upload to our website
- Have printed copies at State of the City



Community Enhancement Fund Oversight Board

Recommendation

Create an oversight board that would review the expenditure of Community Enhancement Fund dollars after the close of each fiscal year

- Additionally, the oversight board could review each grantee's adherence with the City's reporting requirements to determine eligibility to participate in future funding cycles

Decision Points

- **Size of the board** – Recommended range 5-9 members
- **Criteria for selection** – Application followed by City Council appointment
- **Term Limits** – Four year renewable term
- **Roles & Responsibilities** – Review prior year financial report, accomplishments, and each awardee's adherence to City reporting requirements

MEMORANDUM

DATE: September 19, 2016

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Omid Vaziri, Assistant Civil Engineer



SUBJECT: PROJECT UPDATE AND RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 140-2016 WITH PSOMAS IN THE AMOUNT OF \$233,725 TO DESIGN THE ROD BEAUDRY- ROUTIER BIKEWAY PROJECT.

RECOMMENDATION

Adopt Resolution 113-2016.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize the City Manager to execute contract no. 140-2016 with PSOMAS in the amount of \$233,725 to design the Rod Beaudry-Routier Bikeway Project.

BACKGROUND

The purpose of the Rod Beaudry-Routier Bikeway project is to provide a North-South connection to the American River Parkway utilizing barrier separated (Class IV) bicycle lanes. These protected bike lanes are expected to increase ridership and the City's connection to the American River Parkway. This project is a key part of the Regional Trail System as a means to cross Highway 50 and connect Lincoln Village to the American River Parkway. The project is identified in the City of Rancho Cordova's Bicycle Master Plan that was adopted into the SACOG Metropolitan Transportation Plan. The barrier separated bike lanes are consistent with regional priorities to improve safety and mobility through complete transportation systems that support healthy living and active communities.

Work to date has included community outreach and preliminary scoping. The next step is to begin the environmental and design phase of the project. PSOMAS was selected for this contract through a competitive qualifications process. The contract with PSOMAS will prepare plans, specifications, environmental clearances, right-of-way approvals, and construction cost estimates for the Rod Beaudry-Routier Bikeway Project.

The project will be funded through \$1,815,000 in Federal Grant Funds, \$200,000 in Community Enhancement Funds and \$50,000 in Transportation Development Funds. Following design completion, construction is tentatively scheduled for 2018 to coincide with SACOG's programming of federal funding.

FISCAL IMPACT

The total cost for this project is approximately \$2,065,000. Funding consists of \$1,815,000 in Federal Active Transportation Program (ATP) Grant Funds, \$200,000 from the City's Community Enhancement Fund and \$50,000 in Transportation Development Funds.

ATTACHMENTS

1. Resolution No. 113-2016 including Exhibit 1, Contract No. 140-2016.
2. PowerPoint Presentation.

ATTACHMENT 1**CITY OF RANCHO CORDOVA****RESOLUTION NO. 113-2016**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 140-2016 WITH
PSOMAS IN THE AMOUNT OF \$233,725 TO DESIGN THE
ROD BEAUDRY-ROUTIER BIKEWAY PROJECT**

WHEREAS, the City of Rancho Cordova desires to enter into contract no. 140-2016 with PSOMAS in the amount of \$233,725 for engineering and design services; and

WHEREAS, the project will provide enhanced bicycle and pedestrian safety, with protected bike lanes along Routier Road and Rod Beaudry Drive between Old Placerville Road and the American River Parkway; and

WHEREAS, funding consists of \$1,815,000 in Federal Active Transportation Program (ATP) Grant Funds, \$200,000 from the City's Community Enhancement Fund and \$50,000 from Transportation Development Funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract no. 140-2016 (Exhibit 1) with PSOMAS in the amount of \$233,725 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Mindy Cuppy, MMC, City Clerk

EXHIBIT 1

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND PSOMAS**

THIS AGREEMENT for professional services is made by and between the City of Rancho Cordova, a California municipal corporation ("City" or "LOCAL AGENCY"), and PSOMAS ("Professional" or "CONSULTANT") as of September 19, 2016.

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

1.1 Performance Period.

1.1.1 This contract shall go into effect on September 19, 2016, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on February 20, 2019, unless extended by contract amendment. The time provided to CONSULTANT to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.1.2 CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

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

1.3 Assignment of Personnel. Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons. There shall be no change in Professional's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract, without prior written approval by City's Contract Administrator.

1.4 Time. Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

EXHIBIT 1**1.5 Consultant's Reports or Meetings.**

1.5.1 If this Agreement does not require "on call" consulting services:

- a. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine if CONSULTANT is performing to expectations, is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- b. CONSULTANT'S Project Manager shall meet with LOCAL AGENCY'S Contract Administrator, as needed, to discuss progress on the contract.

1.6 Inspection of Work. CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state (and the FHWA if federal participating funds are used in this contract) to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 2. COMPENSATION. City hereby agrees to pay Professional a sum not to exceed \$233,725, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's Cost Proposal, attached as Exhibit B, regarding the amount of compensation, this Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The consideration to be paid to Professional as provided herein, shall be in compensation for all of Professional's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

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

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

- § Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;

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- § The beginning and ending dates of the billing period;
- § A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- § At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- § The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- § The Professional's signature.

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

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

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

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

2.5 Hourly Fees. Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

2.6 Reimbursable Expenses. Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed FIFTEEN THOUSAND DOLLARS (\$15,000). Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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- 2.7 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- 2.10 State Prevailing Wage Rates.** For contracts where a portion of the proposed work to be performed are crafts affected by state labor laws: (For more information see Chapter 10.1 of the Caltrans Local Assistance Procedures Manual.)
- 2.10.1** CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- 2.10.2** Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- 2.10.3** When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- 2.11 Retention of Funds.** Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a

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subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

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

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

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

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

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from

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Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the

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scope of protection afforded to City or its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
- f. CONSULTANT agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

4.3 Professional Liability Insurance. Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

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

4.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30)

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days' prior written notice by certified mail, return receipt requested, has been given to the City.

4.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

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

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

4.4.3 Subcontractors. Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

4.4.7 City shall not be responsible for any premiums or assessments on any insurance policies required under this Agreement.

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

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

Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.

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

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

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

Section 6. STATUS OF PROFESSIONAL.

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

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

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

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

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770 and following, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits,

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

7.5 Nondiscrimination and Equal Opportunity/ Statement of Compliance.

7.5.1 Professional's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Professional has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

7.5.2 During the performance of this Contract, Professional and its sub-professionals shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Professional and subprofessionals shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Professional and subprofessionals shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Professional and its subprofessionals shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

7.6 Safety

7.6.1 Professional shall comply with OSHA regulations applicable to Professional regarding necessary safety equipment or procedures. Professional shall comply with safety instructions issued by City Safety Officer and other City

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representatives. Professional personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- 7.6.2** Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Professional shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Professional shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- 7.6.3** Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- 7.6.4** Professional must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

Section 8. TERMINATION

- 8.1 Termination.** LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is \$10,000 dollars.

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

In the event of termination, City may condition payment of any compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a

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written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties. Professional shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by City's Contract Administrator.

8.4 Assignment and Subcontracting.

8.4.1 City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by City's Contract Administrator prior to the start of work by the subcontractor.

8.4.2 Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

8.4.3 CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

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- 8.4.4** CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.
- 8.4.5** Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- 8.4.6** Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).
- 8.5** **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.
- 8.6** **Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
- 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
- 8.6.3** Retain a different Professional to complete the work described in Exhibit A not finished by Professional; or
- 8.6.4** Charge Professional the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1** **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are

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confidential and will not be released to third parties without prior written consent of both parties. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

- 9.2 Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 Inspection and Audit of Work and Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. Professional and any subcontractor shall permit City, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.
- 9.4 Confidentiality of Data.**
- 9.4.1** All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Professional in order to carry out this contract, shall be protected by Professional from unauthorized use and disclosure.

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- 9.4.2** Permission to disclose information on one occasion, or public hearing held by City relating to the contract, shall not authorize Professional to further disclose such information, or disseminate the same on any other occasion.
- 9.4.3** Professional shall not comment publicly to the press or any other media regarding the contract or City's actions on the same, except to City's staff, Professional's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- 9.4.4** Professional shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by City, and receipt of City's written permission.
- 9.4.5** Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- 9.4.6** All information related to the construction estimate is confidential, and shall not be disclosed by Professional to any entity other than City.

9.5 Ownership of Data.

- 9.5.1** Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Professional shall furnish City all necessary copies of data needed to complete the review and approval process.
- 9.5.2** It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- 9.5.3** Professional is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Professional under this contract; further, Professional is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Professional.
- 9.5.4** Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

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9.5.5 City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

9.5.6 Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

9.6 Audit Review Procedures.

9.6.1 Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

9.6.2 Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

9.6.3 Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

9.6.4 If the total Compensation under this Agreement as stated in Section 2 above is greater than \$150,000, CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5 If the total Compensation under this Agreement as stated in Section 2 above is greater than \$3,500,000, CONSULTANT Cost Proposal is subject to a CPA ICR

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Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

9.6.5.1 During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR [e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:

- (a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
- (b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
- (c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

9.6.5.2 If Caltrans is unable to issue a cognizant letter per paragraph 9.6.5.1 above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

9.6.5.3 If the CONSULTANT fails to comply with the provisions of this Section 9.6.5, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost

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reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph 9.6.5.1 above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.

9.6.5.4 CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

Section 10 **MISCELLANEOUS PROVISIONS.**

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

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

10.7 Conflict of Interest.

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

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

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

10.7.4 Federal Funding Provisions Related to Conflict of Interest. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article 10.7.4.

10.7.4.1 CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

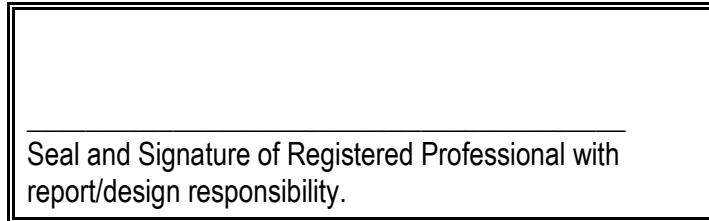
10.7.4.2 CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

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- 10.7.4.3** CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- 10.7.4.4** Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.
- 10.8** **Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9** **Contract Administration.** This Agreement shall be administered by Omid Vaziri ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10** **Notices.** All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:
- Any written notice to Professional shall be sent to:**
 Tim Hayes
 1075 Creekside Ridge Drive, Suite 200
 Roseville, CA 95678
thayes@psomas.com
 (916)788-4879
Email Address (for Insurance Update Requests):
thayes@psomas.com
- Any written notice to City shall be sent to:**
 Omid Vaziri
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670
ovaziri@cityofranhocordova.orh
 (916)851-8934
- 10.11** **Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design

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specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, the Cost Proposal attached hereto and incorporated herein as Exhibit B, as well as 10-I, 10-01, 10-02, 17-F, and 10-Q, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

Section 11 **FUNDING PROVISIONS.**

11.1 **Prohibition of Expending City, State, or Federal Funds for Lobbying.**

11.1.1 CONSULTANT certifies to the best of his or her knowledge and belief that:

- (a) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (b) 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

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connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

11.1.2 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.

11.1.3 CONSULTANT also agrees by signing this document 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 sub recipients shall certify and disclose accordingly.

11.2 Statement of Compliance

11.2.1 CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

11.2.2 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

11.2.3 If any federal funding is used for this project:

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- (a) The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- (b) The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

11.3 Rebates, Kickbacks or other Unlawful Consideration. CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

11.4 Debarment and Suspension Certification.

11.4.1 CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving

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fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

11.4.2 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

11.4.3 Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

11.5 Evaluation of Professional. Professional's performance will be evaluated by City. A copy of the evaluation will be sent to Professional for comments. The evaluation together with the comments shall be retained as part of the contract record.

11.6 National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, Professional 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 Professional within the immediately preceding two-year period, because of Professional's failure to comply with an order of a federal court that orders Professional to comply with an order of the National Labor Relations Board.

11.7 Equipment Purchase.

11.7.1 Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

11.7.2 For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

11.7.3 Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL

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AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11.7.4 All subcontracts in excess \$25,000 shall contain the above provisions.

11.8 Disputes.

11.8.1 Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of City's Contract Administrator and Albert Stricker, Public Works Director, who may consider written or verbal information submitted by Professional.

11.8.2 Not later than 30 days after completion of all work under the contract, Professional may request review by City Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

11.8.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Professional from full and timely performance in accordance with the terms of this contract.

11.9 Cost Principles.

11.9.1 CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

11.9.2 CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

11.9.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

11.9.4 All subcontracts in excess of \$25,000 shall contain the above provisions

EXHIBIT 1**11.10 Disadvantaged Business Enterprise Participation.**

- 11.10.1** This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- 11.10.2** The goal for DBE participation for this contract is 13%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- 11.10.3** DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.
- 11.10.4** Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.
- 11.10.5** A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- 11.10.6** A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether

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the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

- 11.10.7 A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- 11.10.8 If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- 11.10.9 CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- 11.10.10 Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.
- 11.10.11 If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.
- 11.11 **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for

EXHIBIT 1

the consultant; to solicit or secure this contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the local agency shall have the right to annul this contract without liability, or at its discretion; to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11.12 Funding Requirements.

11.12.1 It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

11.12.2 This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

11.12.3 It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

11.12.4 LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

11.13 Claims Filed by City's Construction Contractor.

11.13.1 If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

11.13.2 CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

EXHIBIT 1

11.13.3 Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

11.13.4 Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement. The two Parties to this contract hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the parties. Both of these Parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

City of Rancho Cordova

Professional

Cyrus Abhar, City Manager

Tim Hayes, Vice President

Date: _____

Date: _____

Attest:

Mindy Cuppy, MMC, City Clerk

Date: _____

Approved as to Form:

Adam Lindgren, City Attorney

Date: _____

2442967.1

Rod Beaudry-Routier Bikeway Project



September 19, 2016

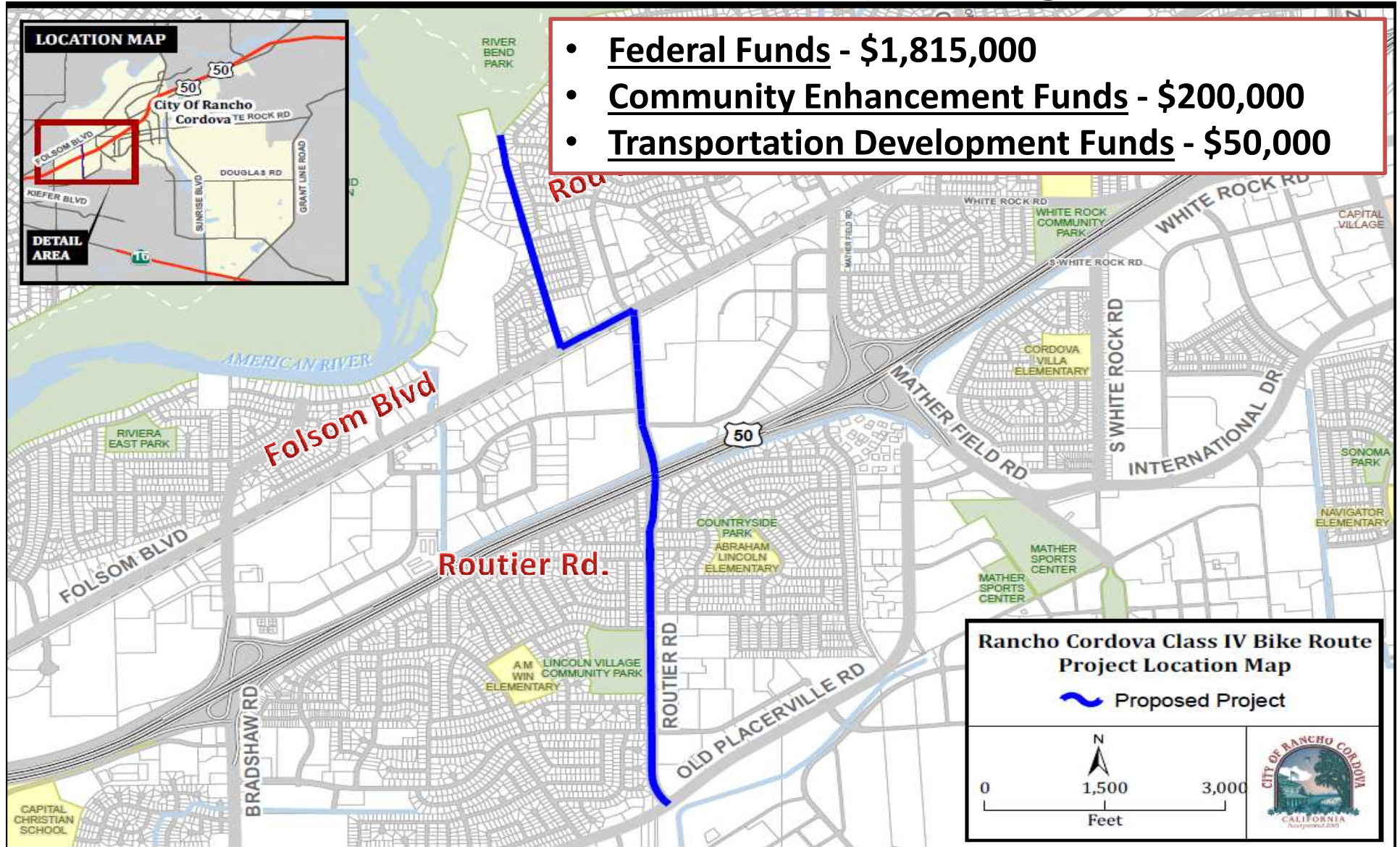
Goals

- Update on Work Performed to Date
- Discuss Proposed Bike Path Project
- Staff Recommendations

Work to Date:

Proposed Bikeway Project

- Federal Funds - \$1,815,000
- Community Enhancement Funds - \$200,000
- Transportation Development Funds - \$50,000



Work to Date: 2015 Bicycle Master Plan



Work to Date: Timeline

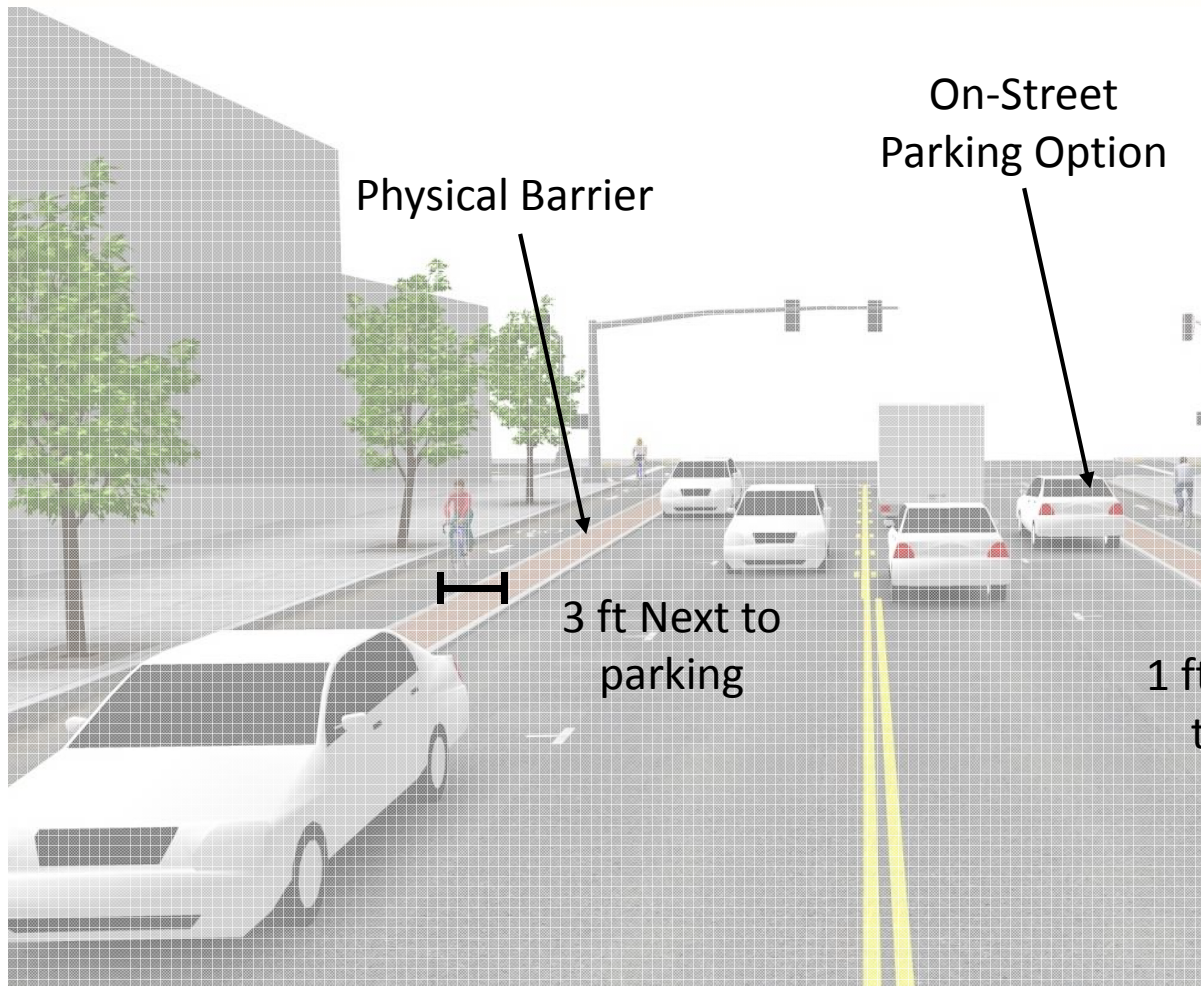
- Early 2015 – Prepared grant application
- March 2015 – Community Outreach meeting
- October 2015 – Project selected to receive \$1,815,000 in federal grants
- September 14, 2016 – Community Outreach meeting

Work to Date:

Community Outreach

- High Speed
- Street Lighting
- Bike/Pedestrian Access
 - North of Tierra Grande Cir
- Large Vehicle Access to Rod Beaudry
- Aesthetics

One-Way Bike Lanes



Pros

- Improves bicycle access to/from American River
- Protected lanes encourage cycling
- Narrows lanes and reduces speeds
- Maintains standard direction of traffic
- Doesn't require new crossing locations

Cons

- Costs more – install two of everything
- Maintenance Costs



Portland, OR



Austin, TX



Denver, CO



Minneapolis, MN

Two-Way Bike Lanes



Pros

- Can cost less than one-way option
- Improves bicycle access to/from American River
- Narrows lanes and reduces speeds
- Protected lanes encourage cycling

Cons

- Two way doesn't fit for this project
 - Requires extra pedestrian signals

Modesto, CA

Photo courtesy of Michael Sacuskie, City of Modesto

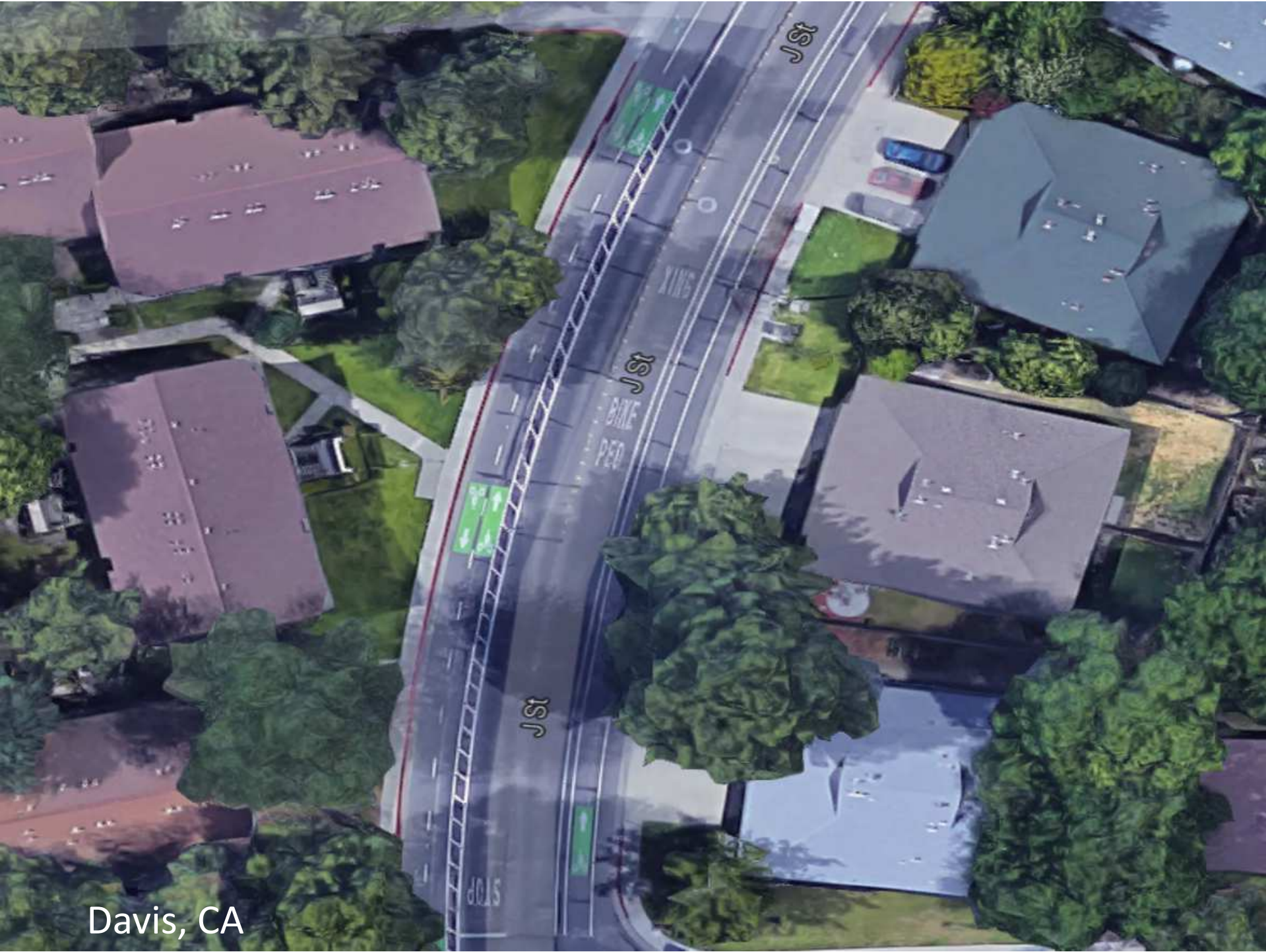




Eugene, OR

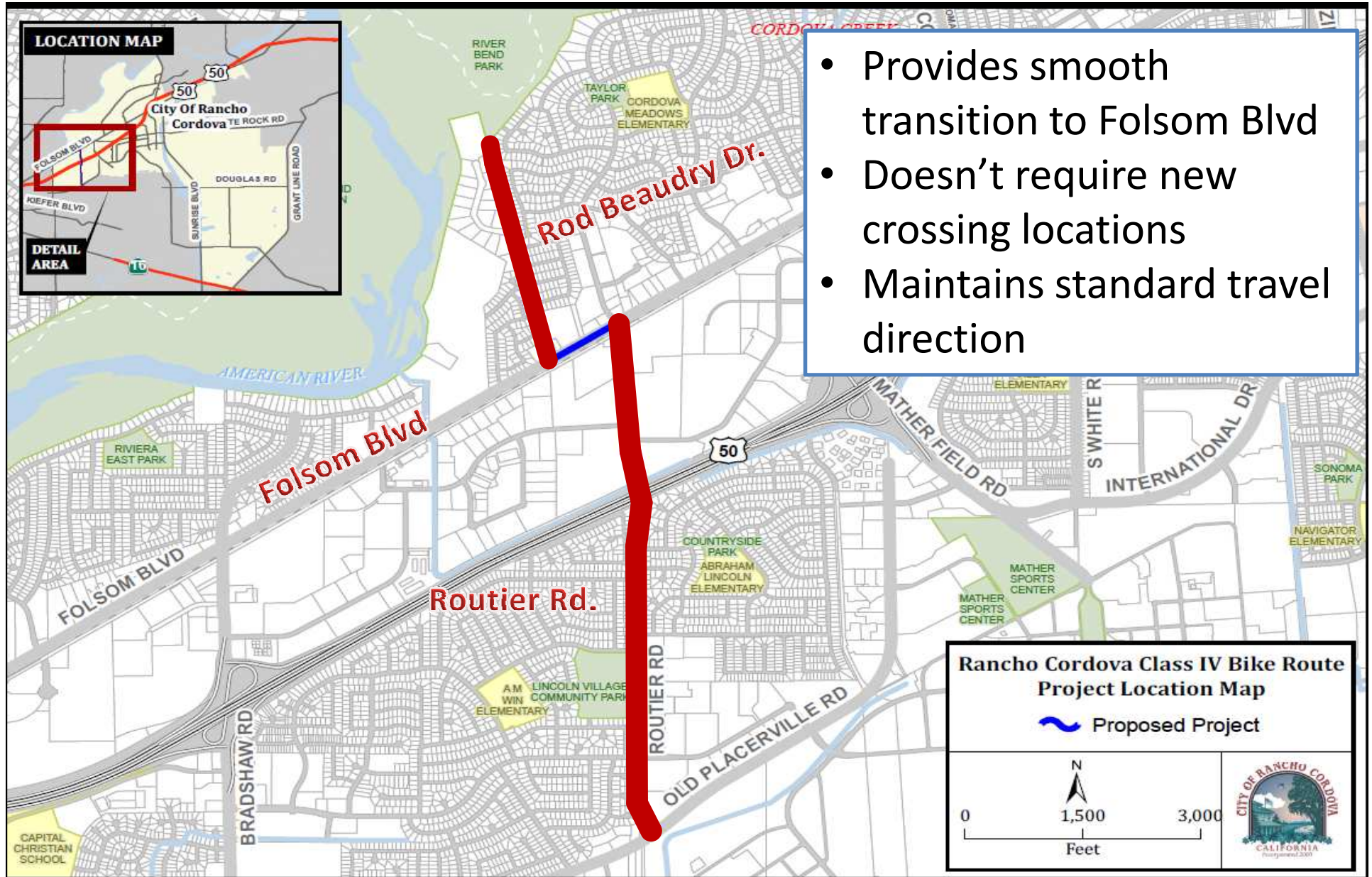


El Dorado Hills, CA

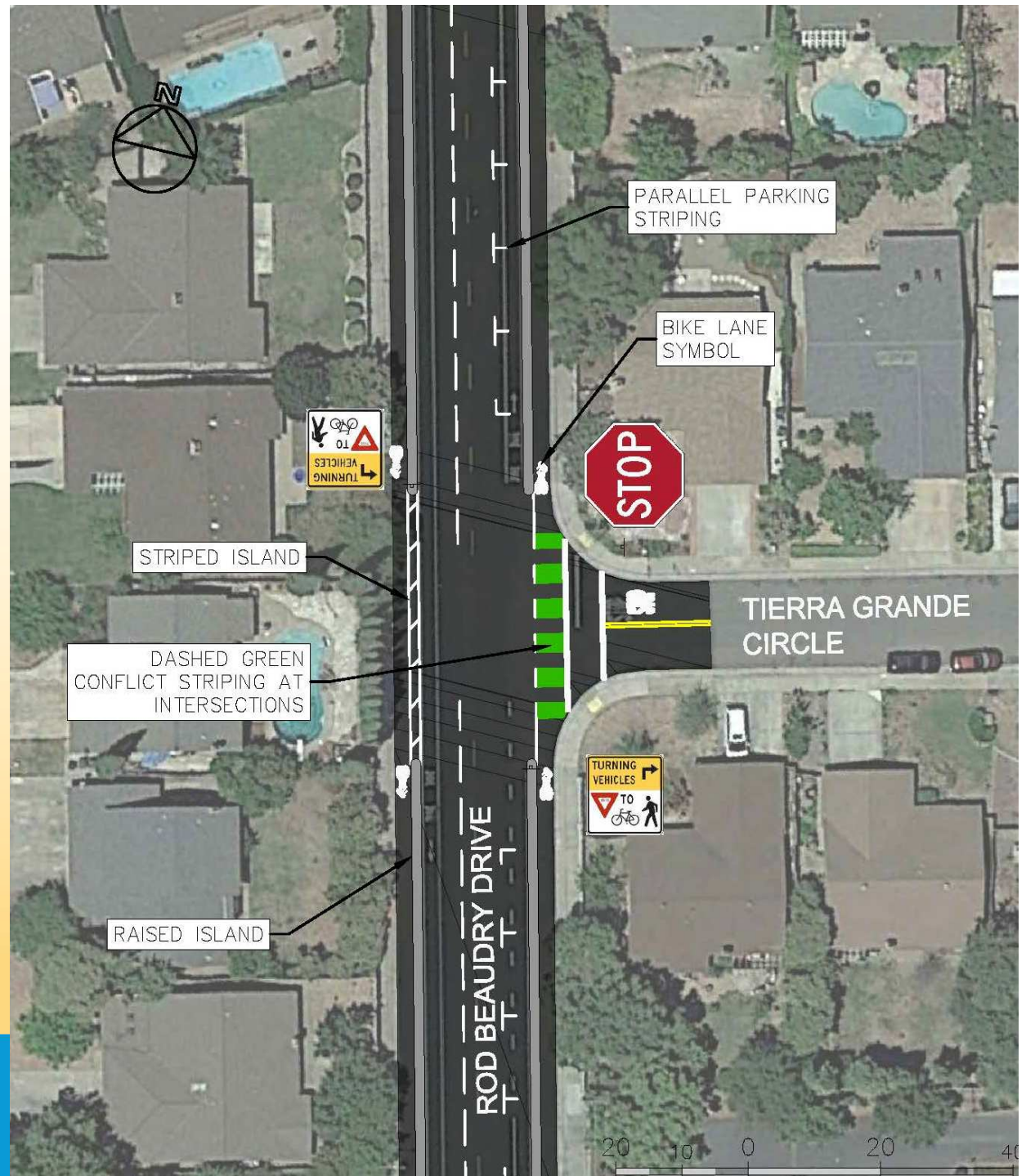


Davis, CA

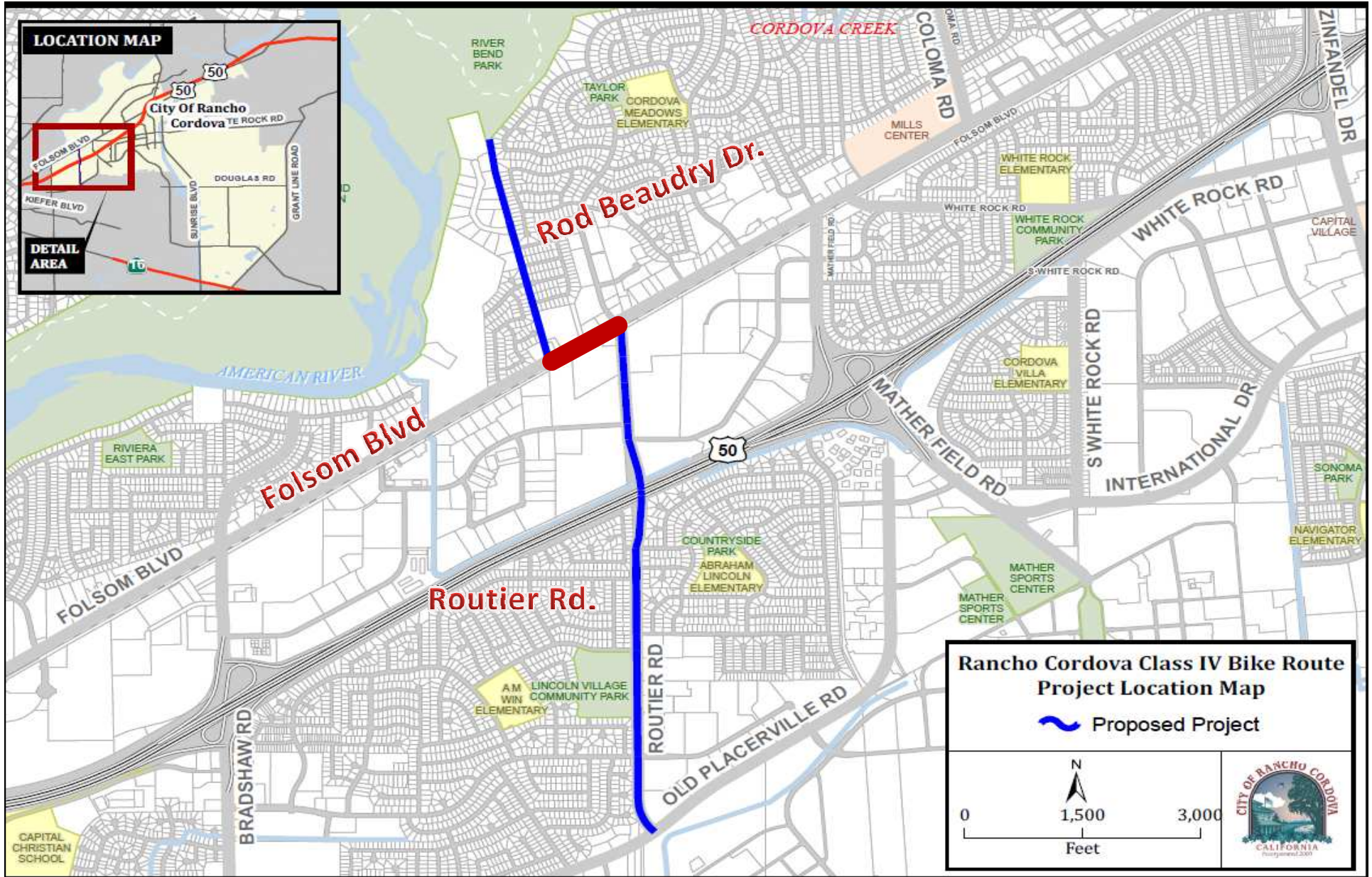
Proposed One-Way Bike Lanes



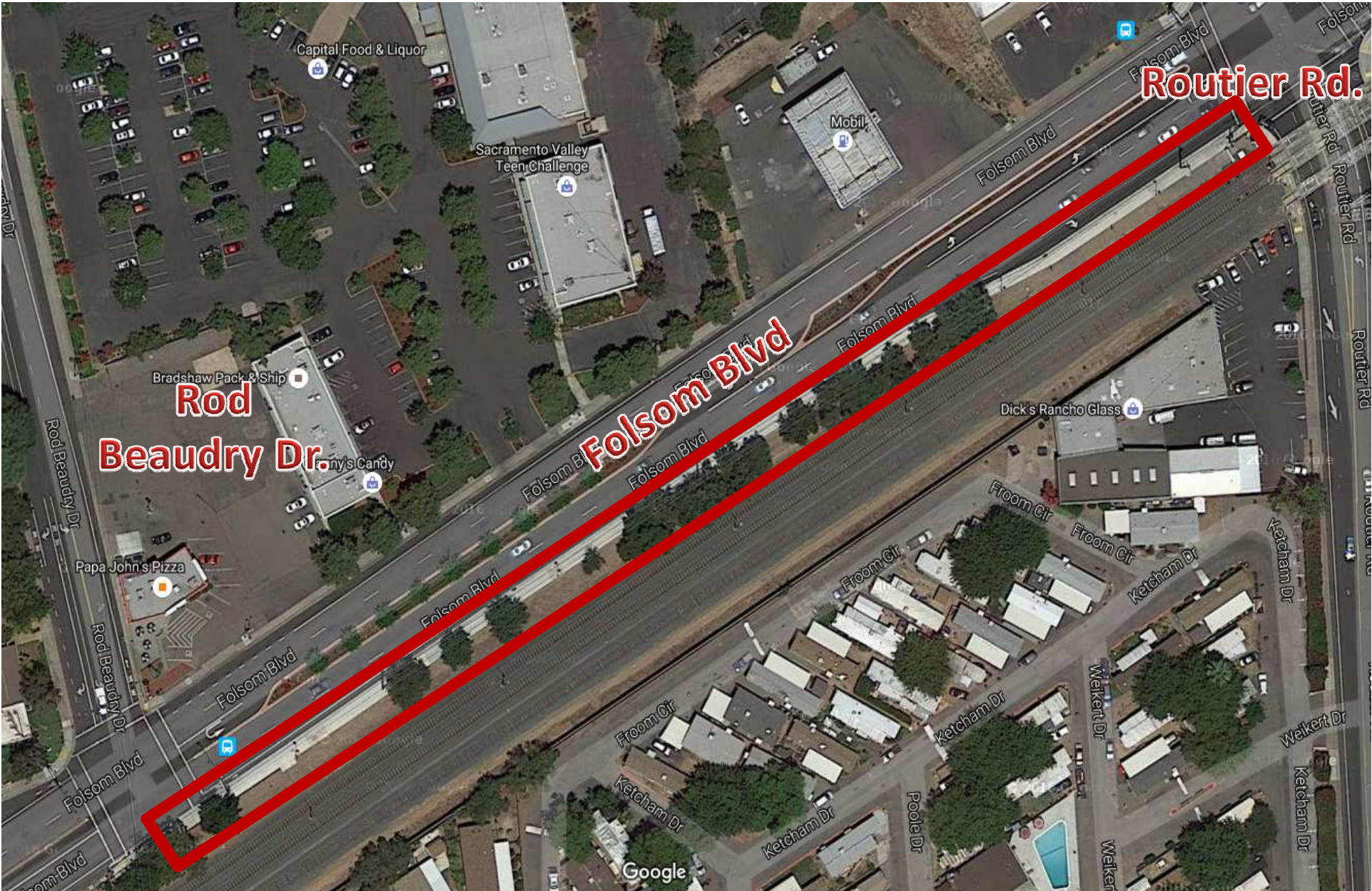
Proposed One-Way Bike Lane Intersection



Folsom Blvd



Folsom Blvd



Next Steps ...

- Begin Design for the Rod Beaudry – Routier Bikeway Project
- Community Outreach Meetings
- Complete Design – 2018
- Complete Construction – 2019

Recommendations

- Authorize City Manager to Execute Contract No. 140-2016 with PSOMAS in the amount of \$233,725

QUESTIONS?

MEMORANDUM

DATE: September 19, 2016

TO: Honorable Mayor and Council Members

FROM: Matthew Diaz, Associate Planner

SUBJECT: POLICY DISCUSSION FOR PROPOSED ANATOLIA RETAIL CENTER



PROPERTY OWNER: AKT Development Mr. Mark Enes 7700 College Town Drive, Suite 118 Sacramento, CA 95826	Applicant Stafford King Wiese Architects Mr. Mark Marvelli 622 20th Street Sacramento, CA 95811
--	--

PROJECT: Anatolia Retail Center FILE: DD9600 LOCATION: Southeast corner of Sunrise Boulevard and Douglas Road APN: 067-0430-001 PLANNER: Matthew Diaz, Associate Planner

RECOMMENDATION

Receive applicant and staff information and provide preliminary review and comment.

RESULT OF RECOMMENDED ACTION

Preliminary Council comments will assist staff and the project applicants on whether the proposed land plan is reasonably consistent with City expectations. If the Council determines the project is reasonably consistent with the City's goals and vision, then the project review will proceed to more detailed analysis of project design, environmental review, project infrastructure and financial obligations.

BACKGROUND

On July 27, 2015 an application was submitted to construct a new retail shopping center on an undeveloped 14 acre site at the southeast corner of Sunrise Boulevard and Douglas Road. The original application for this center proposed 6 commercial shopping pads, 1 drive-through pad (7 pads total), and space for a future anchor tenant along with new landscaping, paving, and lighting for the center. After an initial review by staff, a comment letter was sent to the applicant addressing corrections that needed to be made in order to determine the application complete. The applicant resubmitted a revised site plan on July 5, 2016 with some noteworthy changes. The revised plan includes similar architecture and space for a future retail tenant; however, the site plan now includes 2 commercial pads, 3 commercial pads with drive-throughs (5 pads total), a new service station with convenience store and car wash, and 2 enhanced pedestrian gathering areas along Sunrise Boulevard. Due to the significant change as to the proposed site plan, this project was circulated again to various departments

and agencies for comment and a neighborhood meeting was hosted by City staff on August 31, 2016 for residential input.

Figure 1: Zoning and Existing Site



Given the importance of the project site within the Sunridge community, staff believes that presenting the current conceptual site plan for a City Council discussion would be beneficial before preparing the project for the Council's formal review and consideration. The primary purpose for this meeting is to receive Council feedback on whether or not the latest design of the proposed commercial shopping center meets the Council's design expectations given the inclusion of 3 additional drive-throughs, the proximity of the proposed service station to adjacent residential homes, and how the gathering areas along Sunrise should function. The applicant will present the project as they envision and elaborate on how the proposed changes are necessary to address current market demand.

Figure 2: Proposed Site Plan



During the Council meeting, staff will ask the Council for comments and direction, especially regarding their support and/or reservations about the number and design of the drive-throughs, the need for and the location of the service station, and the design of the gathering spaces. If the Council finds the project's revisions are generally agreeable, then staff will work with the applicant to finalize the review for consideration at a future Council meeting.

REQUIRED PERMITS AND REGULATORY BASIS

City approvals and actions associated with this project will include:

- Conditional Use Permit (CUP): for the proposed Service Station (Table 23.316-1 and RCMC 23.913.030).
- Major Design Review: required for building and site plan design compliance prior to construction per RCMC 23.140.
- Adjustment Permit (Sign Height): to allow a 30% increase in freestanding sign height from 10-feet to 13-feet from grade per RCMC 23.131.
- Improvement Plan review and approval for onsite/offsite improvements and grading.

- Building Permit Review for safety and occupancy.
- Standard License review and approval for new businesses.

ANALYSIS

General Plan: The project site is designated CMU (Commercial Mixed Use) which encourages the integration of retail and service commercial uses with office and/or residential uses. In mixed-use projects, commercial use is the predominant use on the ground floor. Parking for mixed-use projects may be combined or separated, depending on the characteristics of the project.

Zoning Code: The project site is zoned GC (General Commercial) which allows for a wide variety of commercial uses. The purpose of this zone is to provide an area for general commercial and heavier types of commercial uses. The most appropriate location for this district is along major streets or in commercial areas where the heavier uses permitted would not adversely affect surrounding properties. This site is adjacent to Sunrise Boulevard and Douglas Road which will be a major intersection for the Rio Del Oro and Sunridge Communities. While the proposed commercial pads do not have a specific use or tenant at this time, it is believed the future uses will be typically restaurant, retail, personal service (salons, etc.), and possible offices.

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
N/A	undeveloped	CMU (Commercial Mixed Use)	GC (General Commercial)
North	Undeveloped (Rio Del Oro)	Rio Del Oro Planning Area	RTC-RDOSP (Regional Town Center- Rio Del Oro SPA)
East	Single Family Homes (Anatolia Anthology- under construction)	MDR (Medium Density Residential)	RD10-SDSP (Single Family Residential)
South	Single Family Homes (Anatolia Anthology- under construction)	LDR (Low Density Residential)	RD7-SDSP (Single Family Residential)
West	Future Commercial Center (Sunridge Plaza- Under construction)	CMU (Commercial Mixed Use)	GC (General Commercial)

DESIGN ANALYSIS

As discussed in the background section of this report, a study session was requested to assess the Council's support of the overall conceptual site plan prior to preparing documents for final review. Specific elements of the site plan that Staff is seeking direction include the amount and design of drive-throughs, the service station adjacent to residential uses, and the functionality of the gathering pedestrian spaces. While staff welcomes Council input on the overall design, the primary focus for this discussion will be on those items. A full set of the plans is included as **Attachment 1** of this report.

The main items staff has identified based on a preliminary review of the revised plan are addressed in the sections below.

The amount of Drive-Throughs

The applicant has indicated to staff that the reasoning for the added drive-throughs was due to changes in the retail market as potential tenants now are now more interested in “fast casual” type of uses stressing convenience, rather than the traditional sit down commercial storefront. Since Planning staff does not have the market knowledge to thoroughly address this topic, we would prefer the applicant and the City’s Economic Development department respond to this. While there are planning standards to regulate drive-through design, the policy discussion for this report is that there are no specific requirements or policies concerning the number of drive-throughs at a given location. A traffic analysis is being done to evaluate all onsite traffic issues associated with project, including drive-throughs.

Service Station and Car Wash Adjacent to Residential Uses

Service stations are typically discouraged from being placed adjacent to agricultural or residential uses unless the designated approving authority can make the finding that the design of the service station, along with the conditions placed upon the conditional use permit (CUP), will mitigate any adverse effects the station may have on the abutting property (RCMC 23.913.030.D.1). A CUP is required for Gas Stations to ensure the use is compatible with surrounding projects. The inclusion of a car wash along common property lines raises concerns about the compatibility. A noise study has been prepared and is currently being evaluated. Other concerns include: lighting, trellises, and other noise associated with operational activities.

Function of Gathering Space:

To address the added auto oriented uses, the applicant has enhanced the two pedestrian gathering spaces along Sunrise Boulevard. Given the auto-oriented design of the shopping center, Staff would like direction from Council as to the desired function and/or amenities for these public spaces. Below are the standards that will be required for these areas; however there are some optional requirements mentioned within the City standards that may need consideration.

Standards for Pedestrian-Oriented Spaces (RCMC 23.722):

- Outdoor Seating Required (fixed and non-fixed)
- To provide adequate power for temporary uses and to ensure proper maintenance, at least 2 outlets shall be provided for every 2,000 square feet of pedestrian-oriented space. This would result in at least 2 outlets for each area.
- Bicycle racks shall be provided based on the development’s anticipated parking demand (see Chapter 23.719 RCMC (Parking and Loading)). Racks shall be located adjacent to or near bicycle pathways and routes and building entrances. The applicant is proposing both long term and short term bicycle parking for the center.
- In addition to the required amenities, the following improvements will further enhance public spaces and should be considered in the design of the spaces, particularly those that are greater than 5,000 square feet in size. Since the size of the gathering space will be around 4,000 to 5,000 square feet, staff felt it necessary to discuss the following amenities listed in the City’s zoning code:
 - Amphitheater.
 - Children’s play area with equipment designed and constructed to meet the United States Consumer Products Safety Commission standards and best practices, including the installation of protective surfaces and barriers. To allow for the supervision of children, barriers surrounding the play area shall be substantially transparent and not exceed three feet six inches in height.
 - Directional/directory maps.
 - Game tables and associated seating.
 - Food shall be served from restaurants located in retail spaces adjacent to a space, kiosks, or open space cafes.

- Moveable tables and chairs.
- Public art to be integrated with the project and the space's design. Any public art shall not impede public access, circulation, or visual openness within the space or between the space and adjacent public areas.
- Stage.
- Transit station.
- Water features may include fountains, reflecting pools, and waterfalls

ATTACHMENTS

1. Proposed Plans and Project Narrative
2. Summary of neighborhood meeting held August 31, 2016 (PowerPoint handout and notes)



August 11, 2016

**RESUBMITTAL
PROJECT DESCRIPTION – ANATOLIA RETAIL
SUNRISE BOULEVARD and DOUGLAS ROAD**

ARCHITECTURE

PLANNING

INTERIORS

This project was initially submitted for Design Review and a Conditional Use Permit for a drive through associated with a quick service restaurant. The Entitlement application was submitted to the City of Rancho Cordova Planning Department on July 24, 2015. On August 25, 2015 the Planning Department issued a Completeness Letter for the application. Additional information was deemed necessary. Simultaneously, the project owner conducted additional review of the project and determined that several modifications were necessary to ensure the success of the project. This resubmittal will address the initial questions and offer requested clarifications stated in the August 25th Completeness Letter as well as modify the original site plan.

The project is a commercial retail center at the southeast corner of Sunrise Boulevard and Douglas Road. The site is approximately 14 acres and is zoned General Commercial. The project may be built in phases.

The initial phase will consist of rough grading the entire site, construction of the first phase of underground and surface improvements and stabilizing the balance of the site in accordance to Regional Water Quality Control Board (RWQCB) and the City of Rancho Cordova requirements. The conceptual phases shown on the phasing plan may occur as noted or the order may change. The frontage landscaping will be completed with each associated phase. Sufficient parking and circulation will be provided for each phase to ensure conformance with Zoning Code parking requirements. The timing for each of these phases is market driven and will occur based on tenant leasing.

Phases 1-4 will consist of four multi-tenant retail buildings (S-1 thru S-4), a pad for a future single tenant quick service restaurant (P-1), and pad for a future fuel station with a convenience store and car wash (G). Two of the four multi-tenant retail buildings are proposed to contain a drive through lane for a fast casual restaurant occupying a portion of the building. These two drive thru uses require a Conditional Use Permit. The single tenant pad for a future quick service restaurant will also contain a dedicated drive thru lane, which requires a Conditional Use Permit. Finally, the pad proposed for a future fuel station with a convenience store and car wash will require a Conditional Use Permit.

Phase Five will consist of one or more future tenant buildings. The intent is to encourage a Market/Grocery type tenant to locate here. Therefore, the pre-approval of the adjacent fuel station will facilitate those future negotiations as several grocers contain a fuel station component. A Building Limit Line is delineated on the site plan and based on proposed parking a building or buildings could occupy up to 80,000 sf in this area. The timing for this phase is market driven and will occur based on tenant leasing.

The specific building layout and building design of Phase Five will be a separate Design Review application at a future date. Additionally, the exterior building designs of the P-1 and G buildings will be separate Design Review applications at a future date once actual tenants are identified.



Regardless of use or timing, the future building designs must be in general conformance of the building design of the Phase 1-4 buildings.

The architectural design theme of the project is of a contemporary nature. The design of the four multi-tenant buildings will serve as the design direction, including building massing, colors and materials of all future buildings on site.

Included in this resubmittal is a Unified Sign Program.

A Traffic Study, Air Quality Impact Analysis, and Environmental Noise Assessment were not a part of the initial application; however, they have been submitted to the City as part of the resubmittal process. Initially the site plan was designed for a full movement signalized intersection at the easterly driveway on Douglas Road. The site plan has been modified to eliminate the signal and the left-turn exit at this location. The existing left-turn in pocket will be retained for access into the site from the east.

The resubmitted project Site Plan has been revised to eliminate one building, reduce others in leasable area, and add parking. Additionally, two of the four buildings have been modified to propose a possible drive thru lane for a fast casual restaurant to occupy a portion of the building. During the internal review of the project by the owner/applicant, leasing specialists, and the architect, it became apparent that current leasing trends in shopping centers have recently shifted away from the reliance on traditional shopping center retailers. Lately, the trend has shifted to many more restaurants occurring in neighborhood shopping centers. Big Box retailers and the convenience of e-commerce shopping has significantly reduced the viability of standard retail tenants in smaller centers. It is presumed that there will be a continued focus on internet-resistant merchandising of neighborhood centers. That means adding more restaurants and entertainment into the shopping center model. Besides retail and restaurant uses it is anticipated that financial, medical, and personal service tenants could occupy the buildings

With the addition of more restaurants comes a need for more parking to meet current zoning codes and to provide customers with a readily available field of parking. While local pedestrian and bicycle connectivity is a strong component of the center, so too, is convenient parking.

To address the need and importance of the pedestrian shopper/diner at the project a significant amount of detail has been designed into the pedestrian amenities. Wide front walks between the storefronts and parking will be delineated with varied textures and patterns of concrete surfaces. Benches, trees, plant pots, and plazas will be incorporated in and around the buildings. Within the site the use of aesthetic iron 'gates' of architectural nature will provide a wayfinding focus as well as provide a visual rhythm at the plazas.

At both the northwest and southwest corners of the site there will be large community gathering spaces or plazas. These will occur adjacent to the signalized intersections along Sunrise Boulevard. These plazas will be tucked into a void between buildings for a sense of defined space. This location should also reduce the effect of wind at the plazas. In order to reduce the large expanse of mostly unoccupied hard surfaces, these gathering spaces are broken up with landscape planters, aesthetic iron 'gates', benches, pots, and enhanced paving. The design goal is to provide intimate areas rather than seldom used large open spaces. In addition to these community gathering plazas the site plan also has placeholders for as many as six patios for the exclusive use of restaurant tenants within the center. If restaurant tenants do not occupy the adjacent tenant spaces, these areas will provide additional open space in the center.

Anatolia
Revised Project Description
August 11, 2016
Page 3



At the intersection of Sunrise Boulevard and Douglas Road a grand landscaped area has been designed to give appropriate scale at the gateway to the Anatolia neighborhood. Due to the substantial difference in grade (more than ten feet from sidewalk to project) the area will be designed with a variety of retained terraces in an aesthetic design. While direct pedestrian connection from this intersection is not practical, due to grade differential, pedestrian access will be provided elsewhere in the near vicinity.

Within the site there is enhanced paving at the main vehicular cross points. All pedestrian crossings of the vehicular way will also be delineated by the enhanced and colored paving design. Where the long pedestrian spines reach through the main parking lot the walkways are complimented by design-rich bio swales and the previously mentioned iron 'gates' to define pedestrian ways.

Short and long term bicycle parking is provided at five locations throughout the site, most notably at each community plaza area. The bike racks and lockers will be an aesthetic site amenity due to their contemporary design.

Along with the Site Plan this application also provides a Pedestrian Plan, and Connectivity Plan. These plans will serve to define pedestrian paths of travel, amenities, plazas, bicycle racks and lockers as well as connection points to the neighborhood. An enlarged focused partial Landscape Plan will show greater detail of the community gathering spaces.

To complete the resubmittal additional revised documents will include, Architectural Renderings, Colored Elevations, Color + Material Board, Grading Plan, Utility Plan, and Site Lighting Plan.

BY EXPRESS REFERENCE TO CHARTER AND OTHER PROVISIONS IN THESE PLANS, THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WITHOUT THE WRITTEN PERMISSION OF FUHRMAN LEAMY LAND GROUP. ANY ATTEMPT TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT THE WRITTEN PERMISSION OF FUHRMAN LEAMY LAND GROUP IS PROHIBITED.

AGENDA ITEM 11.3

D O U G L A S R O A D



FUHRMAN LEAMY LAND GROUP
landscape architecture · urban design
parks & recreation · site & master planning
2140 PROFESSIONAL DR., SUITE 115
ROSEVILLE, CALIFORNIA 95661
916/855-5265 WWW.FLLANDGUP.COM

JOB NO. 150
CONSULTA

PROJECT
ANATOLIA RETAIL CENTER

RANCHO CORDO, CALIFORNIA
CLIENT
ANATOLIA,
7700 COLLEGE TOWN DR, STE 118
SACRAMENTO, CA 95826

REVISION	DATE
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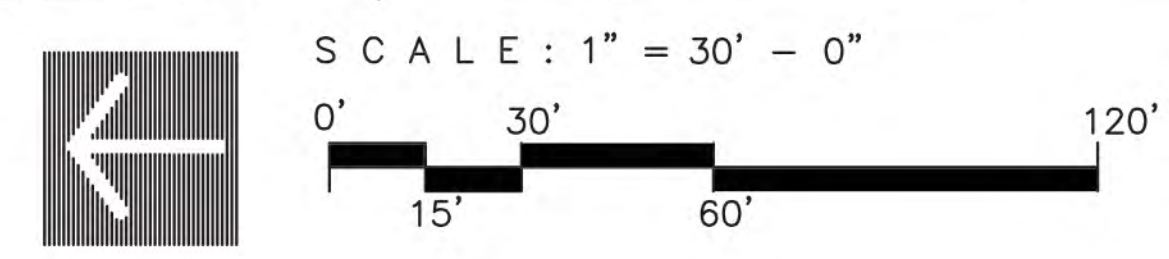


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SHEET III
PRELIMINARY LANDSCAPE PLAN

SHEET
PL1
1 OF 1 SHEET

1084



BEFORE YOU DIG
UNDERGROUND SERVICE ALERT
CALL TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

PLANT MATERIAL LIST AND LEGEND

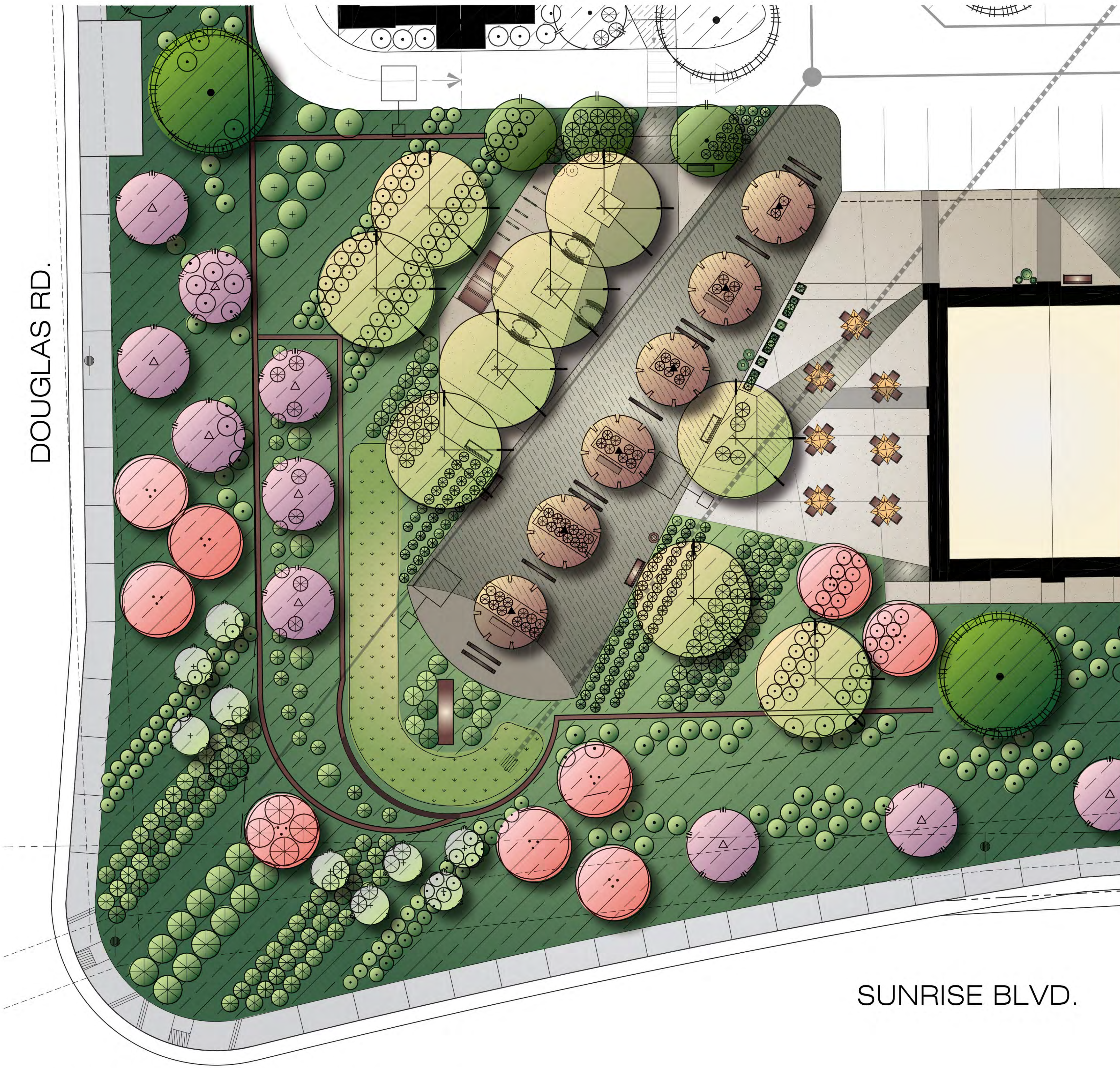
TREES

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	REMARKS	WATER USE	QUANTITY
	ACER PLATANOIDES 'CRIMSON SENTRY' CRIMSON SENTRY MAPLE	36" BOX	25'H x 15'W	MED	9
	ACER RUBRUM 'OCTOBER GLORY' OCTOBER GLORY RED MAPLE	24" BOX	35'H x 30'W	MED	23
	CEDRUS DEODARA DEODAR CEDAR	24" BOX	50'H x 25'W	LOW	7
	CERCIS OCCIDENTALIS WESTERN REDBUD	15 G	15'H x 15'W	LOW	48
	CUPRESSOCYPARIS LEYLANDII LEYLAND CYPRESS	15 G	50'H x 12'W	MED	18
	ELAEAGARUS DECIPENS JAPANESE BLUEBERRY TREE	15 G	40'H x 15'W	MED	9
	LAGERSTROEMIA INDICA x FAURIEI 'ACOMA' ACOMA (DWARF WHITE) CRAPE MYRTLE	15 G	7'H x 7'W MULTI-TRUNK	LOW	20
	LAGERSTROEMIA INDICA x FAURIEI 'TUSCARORA' RED-PINK CRAPE MYRTLE	15 G	25'H x 15'W MULTI-TRUNK	LOW	76
	LAURUS 'SARATOGA' SARATOGA SWEET BAY	15 G	25'H x 30'W	LOW	67
	OLEA EUROPAEA 'SWAN HILL' SWAN HILL (FRUITLESS) OLIVE	24" BOX	25'H x 25'W	LOW	12
	PINUS HALEPENSIS ALEPPO PINE	24" BOX	45'H x 30'W	LOW	10
	PISTACIA CHINENSIS 'KEITH DAVEY' CHINESE PISTACHE	24" BOX	30'H x 30'W	LOW	34
	PLATANUS ACERIFOLIA 'COLUMBIA' COLUMBIA LONDON PLANE TREE	15 G	40'H x 30'W STREET TREE	MED	13
	PYRUS KAWAKAMII EVERGREEN PEAR	15 G	22'H x 22'W	MED	5
	QUERCUS WISLIZENII INTERIOR LIVE OAK	24" BOX	30'H x 35'W	LOW	7

SHRUBS & GROUNDCOVERS

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	REMARKS	WATER USE
	BACKGROUND OR FOUNDATION SHRUBS LARGE EVERGREEN SHRUBS USED FOR REDUCING BUILDING MASS OR SCREENING			
	ARBUTUS UNEDO 'COMPACTA' DWARF STRAWBERRY TREE	5 G	8'H x 8'W	LOW
	BERBERIS THUNBERGII 'ATROPURPUREA' RED-LEAF JAPANESE BARBERRY	5 G	6'H x 6'W	MED
	CALLISTEMON VIM. 'BOTTLE POP NEON PINK' BOTTLE POP NEON BOTTLEBRUSH	5 G	6'H x 6'W	LOW
	CEANOTHUS SPP. WILD LILAC	5 G	6'H x 6'W	LOW
	DODONAEA VISCOSA 'PURPUREA' PURPLE HOPSEED BUSH	5 G	12'H x 10'W	LOW
	FELICIA SELLOWIANA PINEAPPLE GUAVA	5 G	12'H x 12'W	LOW
	NERIUM SPP. OLEANDER	5 G	VARIES	LOW
	RHAMNUS CALIFORNICA 'EVE CASE' COFFEEBERRY	5 G	6'H x 6'W	LOW
	RHAPHIOLEPIS INDICA SPP. INDIAN HAWTHORN	5 G	5'H x 5'W	MED
	XYLOSMA CONGESTUM 'COMPACTA' COMPACT SHINY XYLOSMA	5 G	7'H x 7'W	LOW
	FACER SHRUBS EVERGREEN OR DECIDUOUS SHRUBS USED FOR LAYERING OF PLANT MATERIAL, SEASONAL COLOR AND SOFTENING OF BUILDING EDGE AND FOUNDATION SHRUBS.			
	CALLISTEMON VIMINALIS 'LITTLE JOHN' DWARF BOTTLEBRUSH	5 G	3'H x 3'W	LOW
	CISTUS SPP. ROCKROSE	5 G	3'H x 5'W	LOW
	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH	5 G	2'H x 2'W	LOW
	LOROPETULUM CHINENSIS 'MONRAZ' RAZZLEBERRI FRINGE FLOWER	5 G	5'H x 4'W	MED
	JUNIPERUS CHINENSIS 'SEA BREEZE' SEA GREEN JUNIPER	5 G	4.5'H x 4.5'W	LOW
	PEROVSKIA ATRIPLICIFOLIA 'BLUE SPIRES' RUSSIAN SAGE	5 G	3.5'H x 3.5'W	LOW
	PITTOSPORUM TOBIRA 'WHEELER'S DWARF' DWARF MOCK ORANGE	5 G	3'H x 4'W	MED
	RHAPHIOLEPIS UMBELLATA 'MINOR' DWARF YEDDO HAWTHORN	5 G	3'H x 3'W	LOW
	SPIRAEA JAPONICA 'GOLDFLAME' GOLDEN SPIRAEA	5 G	2.5'H x 2.5'W	MED
	WESTRINGIA ROSMARINIFORMIS 'MORNING LIGHT' VARIEGATED COAST ROSEMARY	5 G	3'H x 3'W	LOW
	ACCENT SHRUBS EVERGREEN OR PERENNIAL SHRUBS USED FOR AESTHETIC VALUE IN LANDSCAPE THROUGH BLOOM, COLOR, OR OVERALL CHARACTER.			
	ANIGOSANTHOS HYBRIDS KANGAROO PAW	5 G	3'H x 3'W	LOW
	BERBERIS THUNBERGII 'CRIMSON PYGMY' RED DWARF JAPANESE BARBERRY	5 G	1.5'H x 2.5'W	MED
	BOUTELOUA GRACILIS 'BLOND AMBITION' BLUE GRAMA GRASS	5 G	2'H x 2'W	LOW
	CALAMAGROSTIS x ACUTIFLORA 'KARL FOERSTER' FEATHER REED GRASS	5 G	2.5'H x 2.5'W	LOW
	GAURA LINDHEIMERI 'SISKIYOU' PINK GAURA	5 G	3'H x 2.5'W	MED
	HESPERALOE PARVIFLORA RED YUCCA	5 G	3.5'H x 3.5'W	LOW
	KNIPHOFIA UVARIA RED HOT POKER	5 G	3'H x 3'W	LOW
	LAVANDULA SPP. LAVENDER	5 G	VARIES	LOW
	MUEHLBERGIA CAPILLARIS 'REGAL MIST' PINK MUHLY	5 G	3'H x 6'W	LOW
	NANDINA DOMESTICA 'COMPACTA' COMPACT HEAVENLY BAMBOO	5 G	4'H x 3'W	LOW
	PHORMIUM TENAX SPP. NEW ZEALAND FLAX	5 G	VARIES	LOW
	SALVIA SPP. SAGE	5 G	VARIES	LOW

DOUGLAS RD.



SUNRISE BLVD.

PLAZA ENLARGEMENT #1: CORNER OF SUNRISE AND DOUGLAS

GROUNDCOVER MATERIAL EVERGREEN OR PERENNIAL SHRUBS TO 30" HIGH, USED TO BLANKET LARGER AREAS AND AS A FILLER BETWEEN SITE WORK EDGES AND FACER SHRUBS.				
	ARCTOSTAPHYLOS SPP. MANZANITA	1 G	VARIES	LOW
	CEANOTHUS 'DIAMOND HEIGHTS' VARIEGATED CARMEL CREEPER	1 G	1'H x 6'W	LOW
	COPROSMA KIRKII KIRK'S COPROSMA	1 G	2'H x 5'W	LOW
	DIANELLA REVOLUTA 'LITTEL REV' LITTLE REV FLAX LILY	1 G	2.5'H x 1.5'W	LOW
	FESTUCA GLAUCA 'SISKIYOU BLUE' BLUE FESCUE	1 G	1'H x 1'W	MED
	HYPERICUM CALYCIUM CREEPING ST. JOHNS WORT	1 G	1'H x 3'W	MED
	LIRIOPE MUSCARI 'SILVER SUNPROOF' VARIEGATED LILY TURF	1 G	1.5'H x 1.5'W	MED
	ROSA BANKSIAE 'LUTEA' YELLOW LADY BANKS ROSE	1 G	4'H x 8'W	LOW

	BIOSWALE PLANTING PLANT MATERIAL USED FOR PHYTOREMEDIATION IN THE MAIN FLOW AREAS OF THE BIOSWALE.			
	ROSA FLOWER CARPET FLOWER CARPET ROSE	1 G/5 G	2'H x 3'W	MED
	ROSMARINUS OFFICINALIS 'PROSTRATUS' DWARF ROSEMARY	1 G	2'H x 6'W	LOW
	SANTOLINA VIRENS 'LEMON FIZZ' LEMON FIZZ LAVENDER COTTON	1 G	1.5'H x 2'W	LOW
	TRACHELOSPERMUM JASMINOIDES STAR JASMINE	1 G	1.5'H x 8'W	MED
	ZAUSCHNERIA CALIFORNICA CALIFORNIA FUSCHIA	1 G	1.5'H x 2.5'W	LOW
	BIOFILTRATION SOD (CALIFORNIA NATIVES) DELTA BLUEGRASS	SOD	--	MED

SCALE : 1" = 10' - 0"

0' 10' 20' 40'

UNDERGROUND SERVICE ALERT
CALL TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

**FUHRMAN LEAMY
LAND GROUP**
landscape architecture . urban design
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2140 PROFESSIONAL DR., SUITE 115
ROSEVILLE, CALIFORNIA 95661
916.783.5263 www.FLLANDGROUP.COM

JOB NO. : SKW: 15045
CONSULTANT

PROJECT:
**ANATOLIA
RETAIL CENTER**

RANCHO CORDOVA
CALIFORNIA
CLIENT:
ANATOLIA, LLC
7700 COLLEGE TOWN DR, STE 118
SACRAMENTO, CA 95826

REVISIONS	DATE
1	7.13.2015
2	5.31.2016



DRAWN : JM
CHECKED : KCL
SCALE : 1" = 10'-0"

SHEET TITLE:
**PRELIMINARY
PLAZA
ENLARGEMENT #1**

SHEET
PL2
2 OF 7 SHEETS

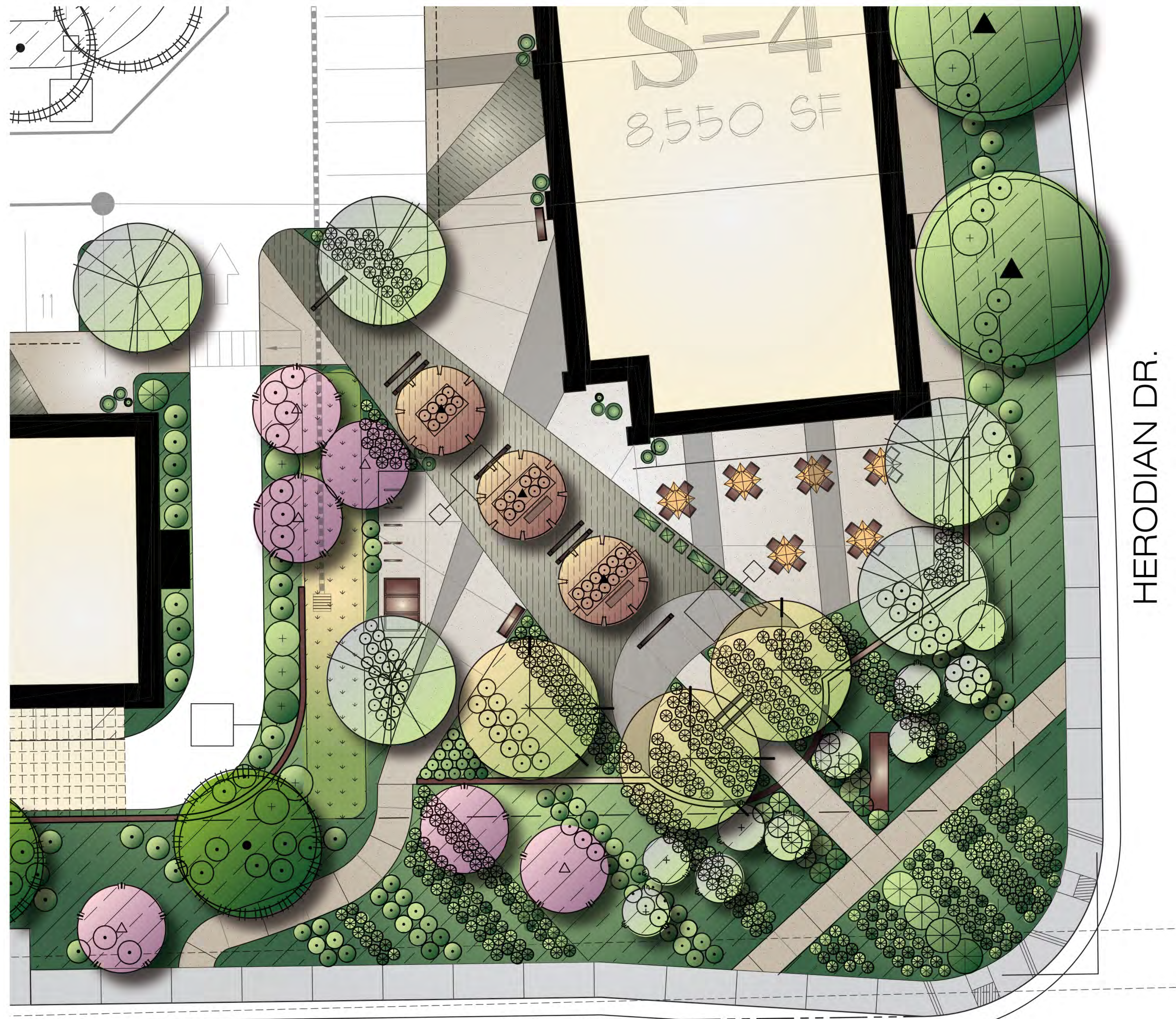
PLANT MATERIAL LIST AND LEGEND
TREES

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	REMARKS	WATER USE	QUANTITY
	ACER PLATANOIDES 'CRIMSON SENTRY' CRIMSON SENTRY MAPLE	36" BOX	25'H x 15'W	MED	9
	ACER RUBRUM 'OCTOBER GLORY' OCTOBER GLORY RED MAPLE	24" BOX	35'H x 30'W	MED	23
	CEDRUS DEODARA DEODAR CEDAR	24" BOX	50'H x 25'W	LOW	7
	CERCIS OCCIDENTALIS WESTERN REDBUD	15 G	15'H x 15'W	LOW	48
	CUPRESSOCYPARIS LEYLANDII LEYLAND CYPRESS	15 G	50'H x 12'W	MED	18
	ELAEOCARPUS DECIPENS JAPANESE BLUEBERRY TREE	15 G	40'H x 15'W	MED	9
	LAGERSTROEMIA INDICA x FAURIEI 'ACOMA' ACOMA (DWARF WHITE) CRAPE MYRTLE	15 G	7'H x 7'W MULTI-TRUNK	LOW	20
	LAGERSTROEMIA INDICA x FAURIEI 'TUSCARORA' RED-PINK CRAPE MYRTLE	15 G	25'H x 15'W MULTI-TRUNK	LOW	76
	LAURUS 'SARATOGA' SARATOGA SWEET BAY	15 G	25'H x 30'W	LOW	67
	OLEA EUROPAEA 'SWAN HILL' SWAN HILL (FRUITLESS) OLIVE	24" BOX	25'H x 25'W	LOW	12
	PINUS HALEPENSIS ALEPPO PINE	24" BOX	45'H x 30'W	LOW	10
	PISTACIA CHINENSIS 'KEITH DAVEY' CHINESE PISTACHE	24" BOX	30'H x 30'W	LOW	34
	PLATANUS ACERIFOLIA 'COLUMBIA' COLUMBIA LONDON PLANE TREE	15 G	40'H x 30'W STREET TREE	MED	13
	PYRUS KAWAKAMII EVERGREEN PEAR	15 G	22'H x 22'W	MED	5
	QUERCUS WISLIZENII INTERIOR LIVE OAK	24" BOX	30'H x 35'W	LOW	7

SHRUBS & GROUNDCOVERS

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	REMARKS	WATER USE
	BACKGROUND OR FOUNDATION SHRUBS LARGE EVERGREEN SHRUBS USED FOR REDUCING BUILDING MASS OR SCREENING			
	ARBUTUS UNEDO 'COMPACTA' DWARF STRAWBERRY TREE	5 G	8'H x 8'W	LOW
	BERBERIS THUNBERGII 'ATROPURPUREA' RED-LEAF JAPANESE BARBERRY	5 G	6'H x 6'W	MED
	CALLISTEMON VIM. 'BOTTLE POP NEON PINK' BOTTLE POP NEON BOTTLEBRUSH	5 G	6'H x 6'W	LOW
	CEANOTHUS SPP. WILD LILAC	5 G	6'H x 6'W	LOW
	DODONAEA VISCOZA 'PURPUREA' PURPLE HOPSEED BUSH	5 G	12'H x 10'W	LOW
	FEUJA SELLOWIANA PINEAPPLE GUAVA	5 G	12'H x 12'W	LOW
	NERIUM SPP. OLEANDER	5 G	VARIABLES	LOW
	RHAMNUS CALIFORNICA 'EVE CASE' COFFEEBERRY	5 G	6'H x 6'W	LOW
	RHAPHIOLEPIS INDICA SPP. INDIAN HAWTHORN	5 G	5'H x 5'W	MED
	XYLOSMA CONGESTUM 'COMPACTA' COMPACT SHINY XYLISMA	5 G	7'H x 7'W	LOW
	FACER SHRUBS EVERGREEN OR DECIDUOUS SHRUBS USED FOR LAYERING OF PLANT MATERIAL, SEASONAL COLOR AND SOFTENING OF BUILDING EDGE AND FOUNDATION SHRUBS.			
	CALLISTEMON VIMINALIS 'LITTLE JOHN' DWARF BOTTLEBRUSH	5 G	3'H x 3'W	LOW
	CISTUS SPP. ROCKROSE	5 G	3'H x 5'W	LOW
	LOMANDRA LONGIFOLIA 'BREEZE' DWARF MAT RUSH	5 G	2'H x 2'W	LOW
	LOROPETULUM CHINENSIS 'MONRAZ' RAZZLEBERRI FRINGE FLOWER	5 G	5'H x 4'W	MED
	JUNIPERUS CHINENSIS 'SEA BREEZE' SEA GREEN JUNIPER	5 G	4.5'H x 4.5'W	LOW
	PEROVSKIA ATRIPLICIFOLIA 'BLUE SPIRES' RUSSIAN SAGE	5 G	3.5'H x 3.5'W	LOW
	PITTOSPORUM TOBIRA 'WHEELER'S DWARF' DWARF MOCK ORANGE	5 G	3'H x 4'W	MED
	RHAPHIOLEPIS UMBELLATA 'MINOR' DWARF YEDDO HAWTHORN	5 G	3'H x 3'W	LOW
	SPIRAEA JAPONICA 'GOLDFLAME' GOLDEN SPIRAEA	5 G	2.5'H x 2.5'W	MED
	WESTRINGIA ROSMARINIFORMIS 'MORNING LIGHT' VARIEGATED COAST ROSEMARY	5 G	3'H x 3'W	LOW
	ACCENT SHRUBS EVERGREEN OR PERENNIAL SHRUBS USED FOR AESTHETIC VALUE IN LANDSCAPE THROUGH BLOOM, COLOR, OR OVERALL CHARACTER.			
	ANIGOZANTHOS HYBRIDS KANGAROO PAW	5 G	3'H x 3'W	LOW
	BERBERIS THUNBERGII 'CRIMSON PYGMY' RED DWARF JAPANESE BARBERRY	5 G	1.5'H x 2.5'W	MED
	BOUTELOUA GRACILIS 'BLOND AMBITION' BLUE GRAMA GRASS	5 G	2'H x 2'W	LOW
	CALAMAGROSTIS x ACUTIFLORA 'KARL FOERSTER' FEATHER RED GRASS	5 G	2.5'H x 2.5'W	LOW
	GAURA LINDHEIMERI 'SISKIYOU' PINK GAURA	5 G	3'H x 2.5'W	MED
	HESPERALOE PARVIFLORA RED YUCCA	5 G	3.5'H x 3.5'W	LOW
	KNIPHOFIA UVARIA RED HOT POKER	5 G	3'H x 3'W	LOW
	LAVANDULA SPP. LAVENDER	5 G	VARIABLES	LOW
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' PINK MUHLY	5 G	3'H x 6'W	LOW
	NANDINA DOMESTICA 'COMPACTA' COMPACT HEAVENLY BAMBOO	5 G	4'H x 3'W	LOW
	PHORMIUM TENAX SPP. NEW ZEALAND FLAX	5 G	VARIABLES	LOW
	SALVIA SPP. SAGE	5 G	VARIABLES	LOW

GROUNDCOVER MATERIAL EVERGREEN OR PERENNIAL SHRUBS TO 30" HIGH, USED TO BLANKET LARGER AREAS AND AS A FILLER BETWEEN SITE WORK EDGES AND FACER SHRUBS.				
	ARTOSTAPHYLOS SPP. MANZANITA	1 G	VARIABLES	LOW
	CEANOTHUS 'DIAMOND HEIGHTS' VARIEGATED CARMEL CREEPER	1 G	1'H x 6'W	LOW
	COPROSMA KIRKII KIRK'S COPROSMA	1 G	2'H x 5'W	LOW
	DIANELLA REVOLUTA 'LITTLE REV' LITTLE REV FLAX LILY	1 G	2.5'H x 1.5'W	LOW
	FESTUCA GLAUCA 'SISKIYOU BLUE' BLUE FESCUE	1 G	1'H x 1'W	MED
	HYPERICUM CALYCEINUM CREEPING ST. JOHNS WORT	1 G	1'H x 3'W	MED
	LIRIOPE MUSCARI 'SILVERLY SUNPROOF' VARIEGATED LILY TURF	1 G	1.5'H x 1.5'W	MED
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	ZAUSCHNERIA CALIFORNICA CALIFORNIA FUSCHIA	1 G	1.5'H x 2.5'W	LOW
	BIOSWALE PLANTING PLANT MATERIAL USED FOR PHYTOREMEDIATION IN THE MAIN FLOW AREAS OF THE BIOSWALE.			
	BIOFILTRATION SOD (CALIFORNIA NATIVES) DELTA BLUEGRASS	SOD	--	MED



SUNRISE BLVD.

PLAZA ENLARGEMENT #2: CORNER OF SUNRISE AND HERODIAN

SITE TREES

TOTAL # TREES PROVIDED: 358
TREES AT MIN. SIZE OF 24" BOX:
REQUIRED: 25% = 90 TREES
PROVIDED: 28% = 102 TREES
EVERGREEN TREES FOR PROJECT:
REQUIRED: 30% = 108 TREES
PROVIDED: 38% = 135 TREES

SHADE CALCULATIONS

ANATOLIA RETAIL CENTER
TOTAL PAVED AREA = 150,984 S.F.
TOTAL SHADE REQUIRED (50%) = 75,492 S.F.
TOTAL SHADE PROVIDED (50%) = 75,811 S.F.

DIA.	QTY.	S.F.	TOTAL S.F.
30' - 35' TREES			
100%	38	962	36,556
75%	4	722	2,888
50%	55	481	26,455
25%	4	240	960
25' TREES			
100%	0	707	0
75%	0	531	0
50%	3	354	1,062
25%	2	177	354
20' TREES			
100%	0	314	0
75%	0	236	0
50%	48	157	7,536
25%	0	79	0
TOTAL SHADE PROVIDED:		75,811 S.F.	

SCALE: 1" = 10' - 0"



JOB NO.: SKW: 15045
CONSULTANT

PROJECT:

ANATOLIA
RETAIL CENTER

RANCHO CORDOVA
CALIFORNIA

CLIENT:
ANATOLIA, LLC
7700 COLLEGE TOWN DR, STE 118
SACRAMENTO, CA 95826

REVISIONS	DATE
1	1ST SUBMITTAL 7.13.2015
2	2ND SUBMITTAL 5.31.2016
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CHECKED : KCL
SCALE : 1" = 10' - 0"

SHEET TITLE:
PRELIMINARY
PLAZA
ENLARGEMENT #2

SHEET

PL3

3 OF 7 SHEETS



**FUHRMAN LEAMY
LAND GROUP**
landscape architecture urban design
parks & recreation site & master planning
2140 PROFESSIONAL DR., SUITE 115
ROSEVILLE, CALIFORNIA 95661
916.783.5263 www.fllandgroup.com

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CALIFORNIA**
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SACRAMENTO, CA 95826

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SCALE : 1" = 30'-0"

SHEET TITLE:
**PRELIMINARY
PEDESTRIAN
PLAN**

SHEET
PL4
4 OF 7 SHEETS

D O U G L A S R O A D

D R I V E

S U N R I S E B O U L E V A R D

FUTURE BUILDING AREA
(ASSUME 80,000 SF)

SCALE : 1" = 30' - 0"



UNDERGROUND SERVICE ALERT
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SACRAMENTO, CA 95826

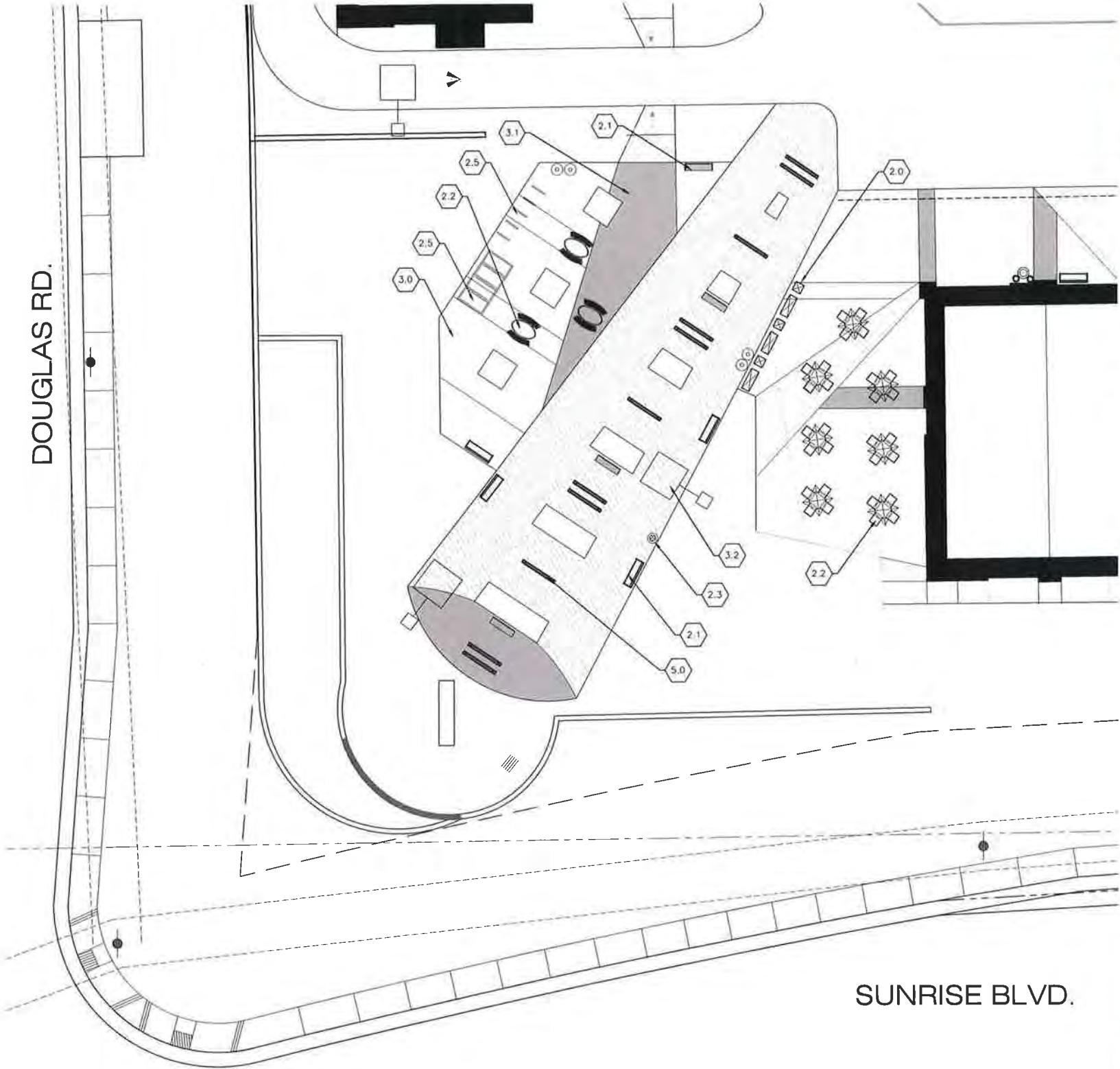
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CHECKED : KCL
SCALE : 1" = 10'-0"

SHEET TITLE:
**PRELIMINARY
PLAZA
ENLARGEMENT #1**

SHEET
PL5
OF 7 SHEETS



PLAZA ENLARGEMENT #1: CORNER OF SUNRISE AND DOUGLAS



SCALE : 1" = 10' - 0"



SITE AMENITY KEYNOTES

2 - SITE KEY NOTES

- 2.0 PLANTER POTS - ASSORTED SHAPES AND SIZES - SEE PL7.
- 2.1 BENCH - SEE PL7.
- 2.2 TABLE AND CHAIRS - SEE PL7.
- 2.3 LITTER RECEPTACLE - SEE PL7.
- 2.4 BIKE LOCKER - SEE PL7.
- 2.5 BIKE RACK - SEE PL7.

3 - CONCRETE KEY NOTES

- 3.0 PEDESTRIAN LOAD CONCRETE, GRAY - MEDIUM BROOM FINISH
- 3.1 PEDESTRIAN LOAD COLORED CONCRETE
- 3.2 PEDESTRIAN LOAD COLORED AND STAMPED CONCRETE - SEE PL7
- 3.3 VEHICULAR LOAD COLORED AND STAMPED CONCRETE

5 - METAL KEY NOTES

- 5.0 DECORATIVE METAL GATE - SEE PL7.



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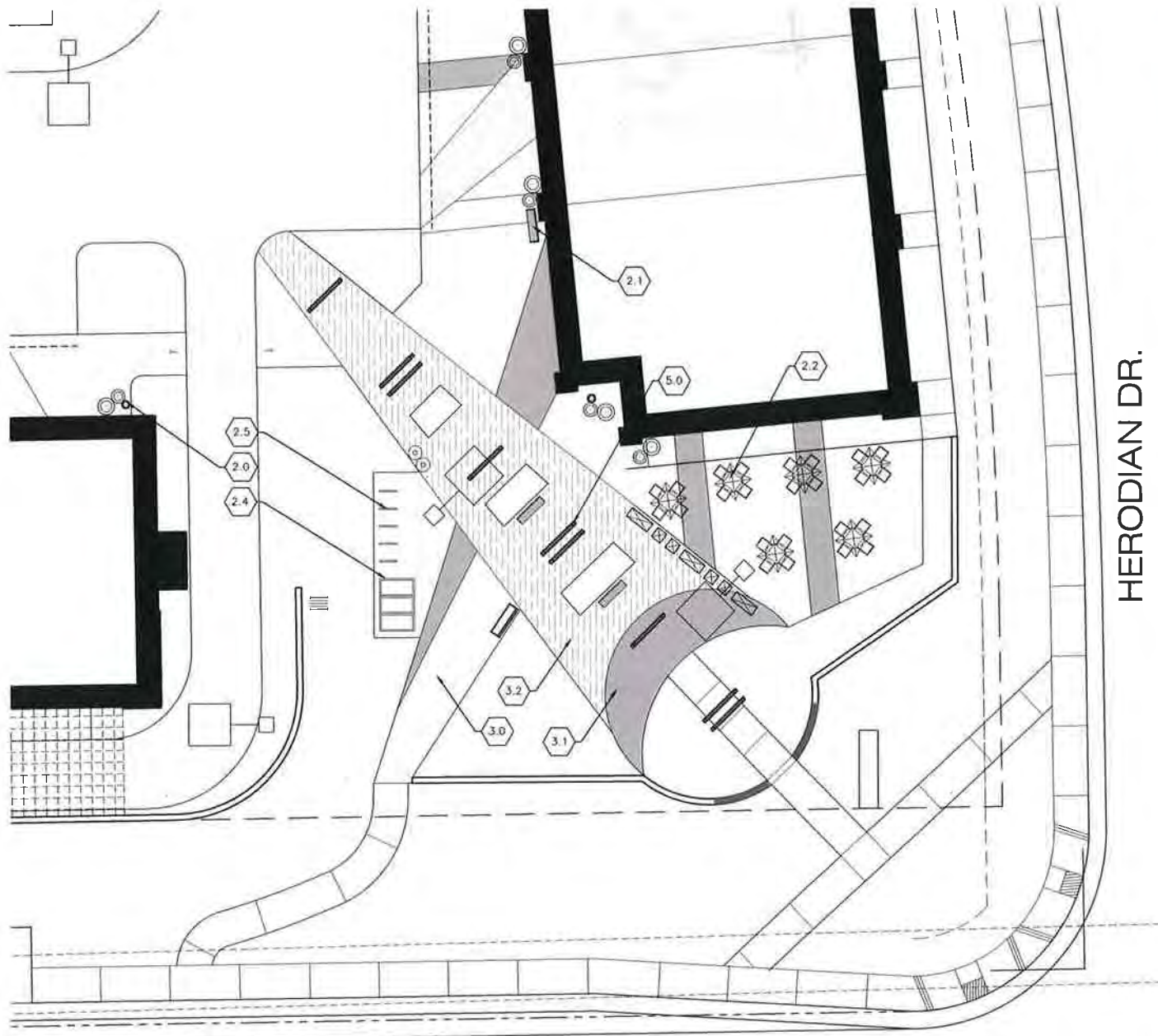
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DRAWN : JLM
CHECKED : KCL
SCALE : 1" = 10'-0"

SHEET TITLE:
**PRELIMINARY
PLAZA
ENLARGEMENT #2**

SHEET
PL6
OF 7 SHEETS



PLAZA ENLARGEMENT #2: CORNER OF SUNRISE AND HERODIAN



SCALE : 1" = 10' - 0"

0' 10' 20' 40'

5' 20'

 UNDERGROUND SERVICE ALERT
CALL TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

-  **SITE AMENITY KEYNOTES**
- 2 - SITE KEY NOTES**
2.0 PLANTER POTS - ASSORTED SHAPES AND SIZES - SEE PL7.
2.1 BENCH - SEE PL7
2.2 TABLE AND CHAIRS - SEE PL7
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- 3 - CONCRETE KEY NOTES**
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3.1 PEDESTRIAN LOAD COLORED CONCRETE.
3.2 PEDESTRIAN LOAD COLORED AND STAMPED CONCRETE - SEE PL7.
3.3 VEHICULAR LOAD COLORED AND STAMPED CONCRETE
- 5 - METAL KEY NOTES**
5.0 DECORATIVE METAL GATE - SEE PL7.

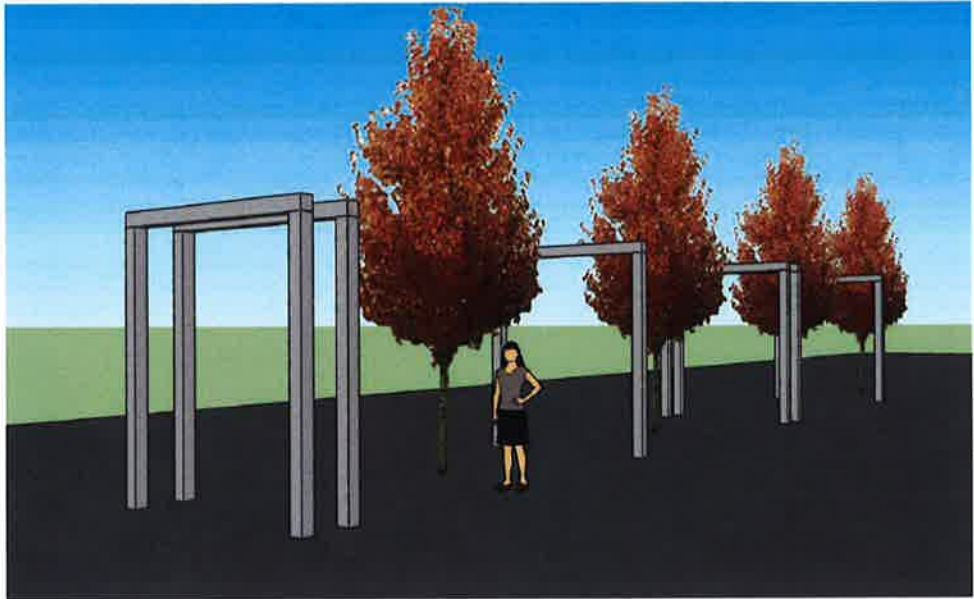


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RETAIL CENTER



METAL GATES CONCEPT 1: WELDED TUBULAR STEEL



Wood Stamped & Colored Concrete



Rectangular Pot
Delta 60 55" l x 22" w x 24" h
Greenform

Square Pot
Delta Square 24" x 24" x 24"
Greenform



Round Pot
Kyoto 35" dia x 28" ht.
Greenform



Round Pot
Kyoto Low 28" dia x 18" ht.
Greenform



Round Pot
Geisha 17" dia x 26" ht.
Greenform

RANCHO CORDOVA
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Seating Option 1: Plaza Spine
Molero Bench
Urban Accessories



Bike Locker
Single Bike Vault with Custom Perforated Design on Door
Huntco



Seating
Charlie Table
Landscape Forms



Bike Rack & Litter Receptacle
Emerson Bike Rack
Poe Receptacle
Landscape Forms



Seating Option 2
Stay Bench (backless)
Landscape Forms



Seating Option 3
Stay Bench (with back)
Landscape Forms

REVISIONS	DATE
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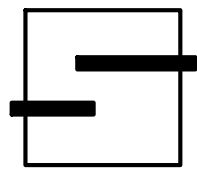


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SCALE : NTS

SHEET TITLE:
PRELIMINARY
SITE
FURNISHINGS

SHEET
PL7
7 OF 7 SHEETS

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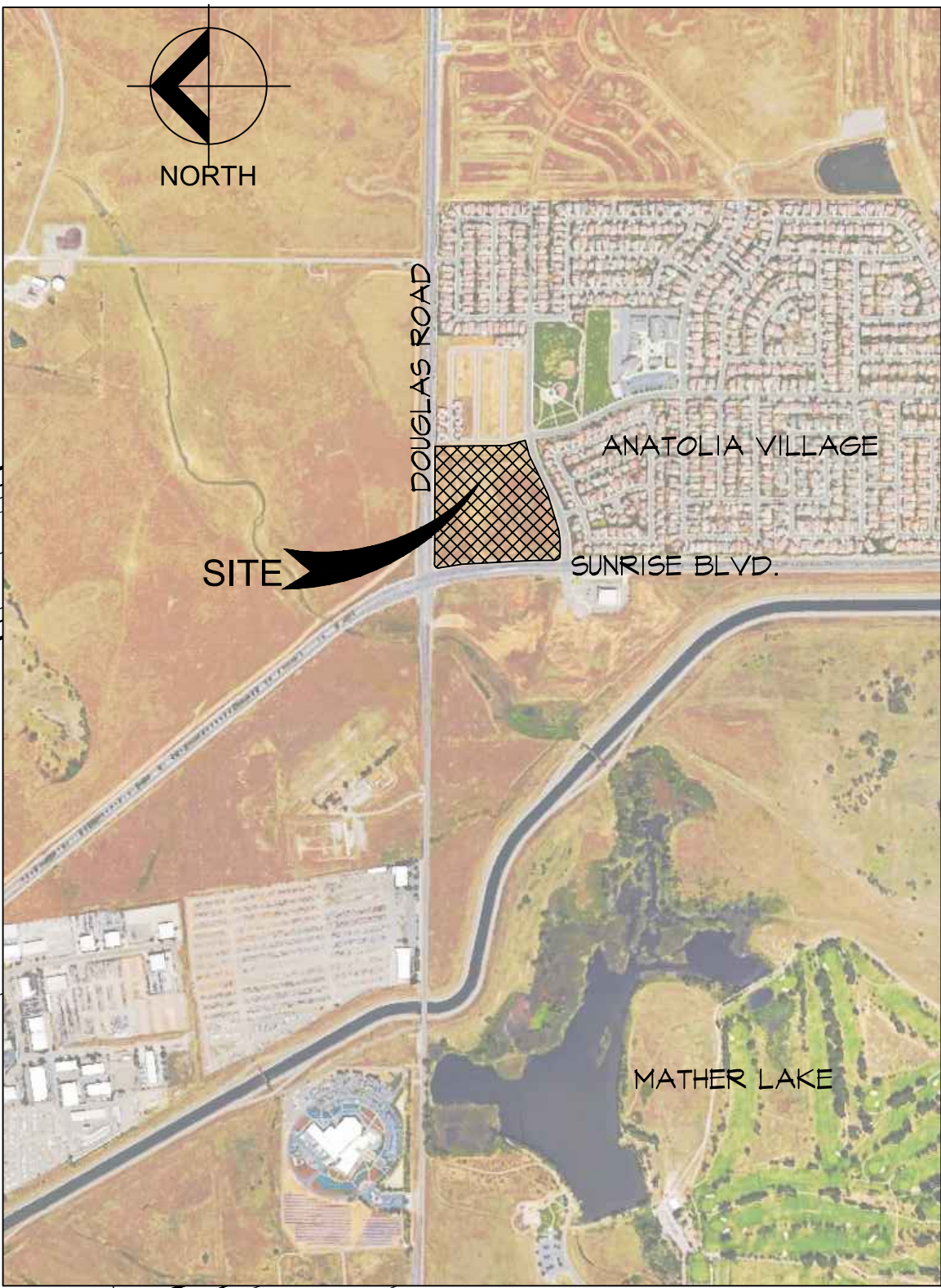


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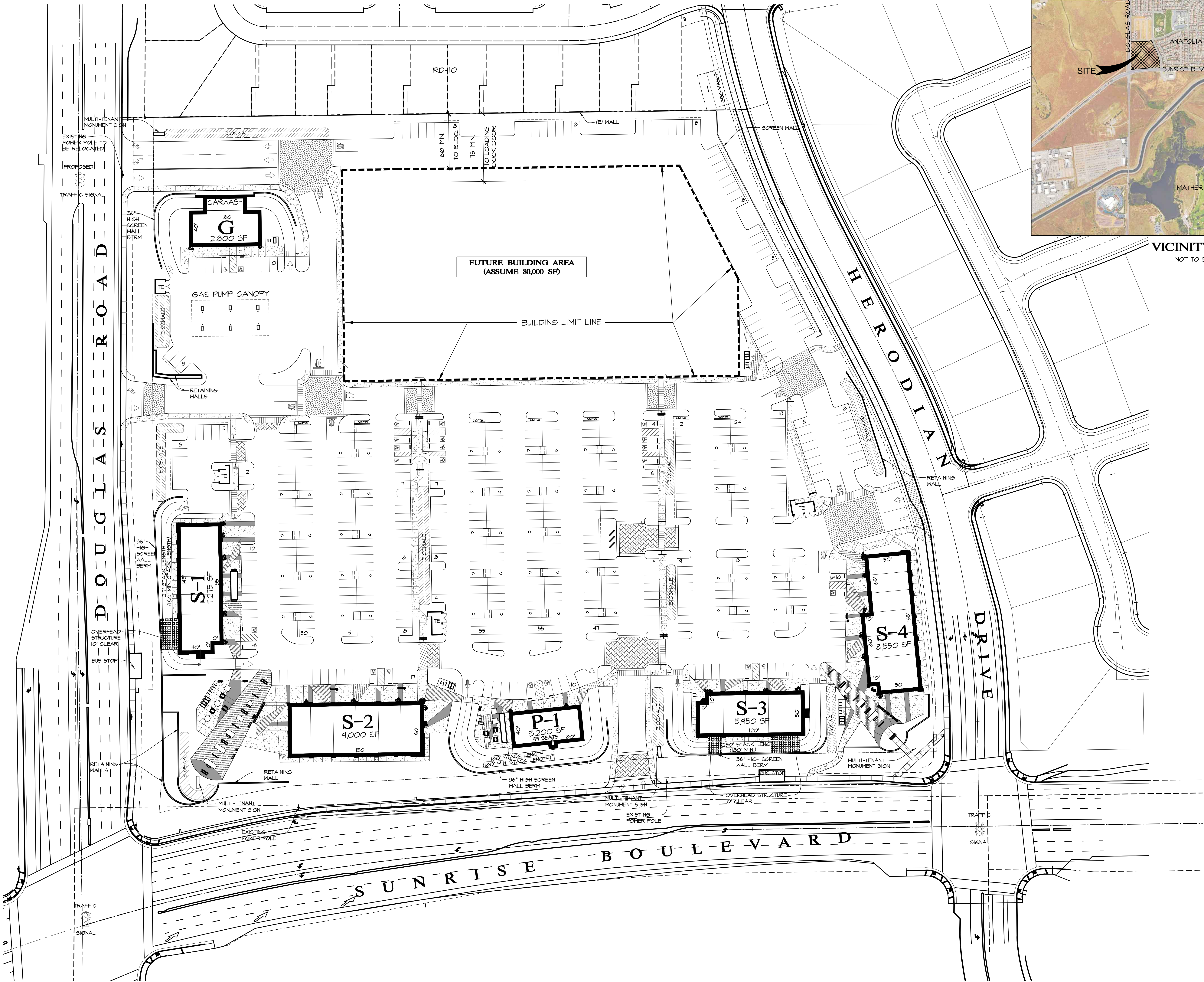
PROJECT STATISTICS

ZONING: GC-GENERAL COMMERCIAL
APN: 08T-0460-001

FUTURE BUILDING(S)	
(ASSUMED BLDG. AREA)	80,000
S-1	1,215
S-2	9,000
S-3	5,450
S-4	8,550
G- GAS	2,800
TOTAL	113,515 SF
PARKING REQUIRED (BY CODE)	
@ 3.6 / 1,000 SF	404 STALLS
P-1 (RESTAURANT)	3,200 SF 99 SEATS
PARKING REQUIRED @ 1 / 3 SEATS	33 STALLS
TOTAL PARKING REQUIRED (BY CODE):	442 STALLS
TOTAL PARKING PROPOSED:	
	565 STALLS (4.85/1,000 SF)



VICINITY MAP
NOT TO SCALE

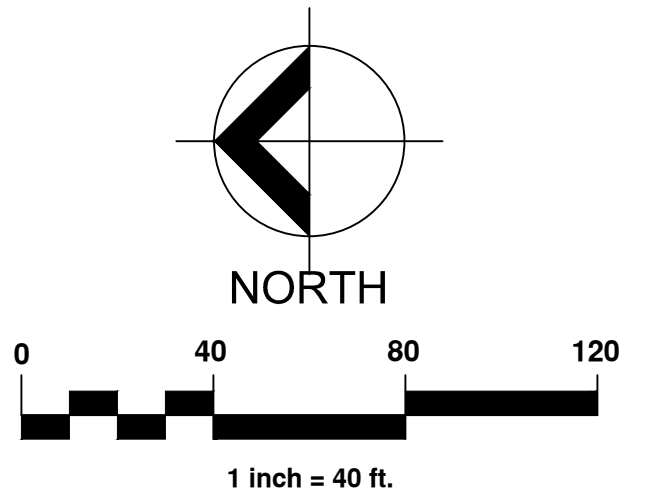


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Sacramento, CA 95826

ANATOLIA
RETAIL CENTER

RANCHO CORDOVA, CALIFORNIA



SHEET TITLE

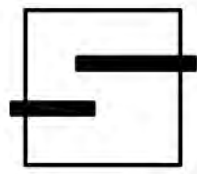
CONCEPTUAL
SITE PLAN

PROJECT NO.
04732.00
DRAWN BY
RC
ISSUE DATE
MAY 16, 2016

SHEET NO.

A1

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LEGEND:

- PEDESTRIAN CONNECTIVITY
- COMMUNITY GATHERING AREA
- RESTAURANT PATIO DINING
- BIKE RACKS/ LOCKERS

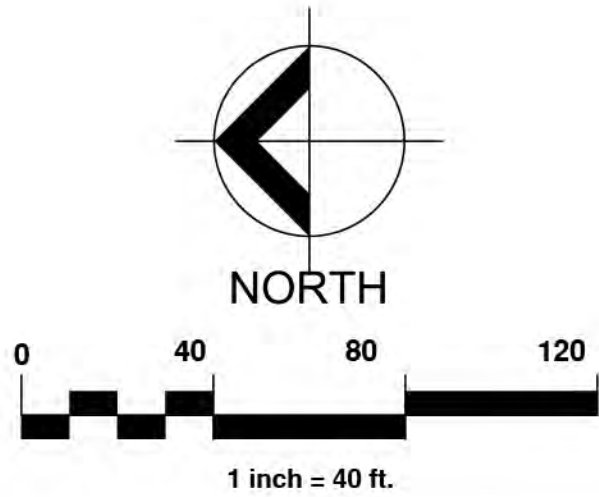
CLIENT AND PROJECT

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SHEET TITLE

CONNECTIVITY
SITE PLAN

PROJECT NO.
04732.00

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RC

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MM

ISSUE DATE
MAY 16, 2016

SHEET NO.
A2

1092

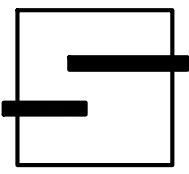


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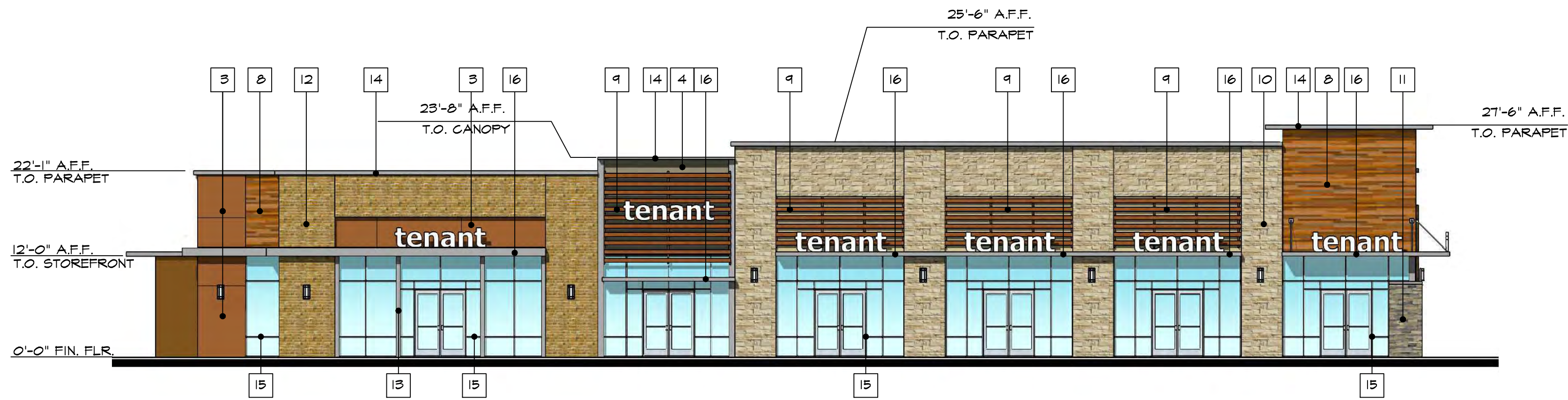


AGENDA ITEM 11.3

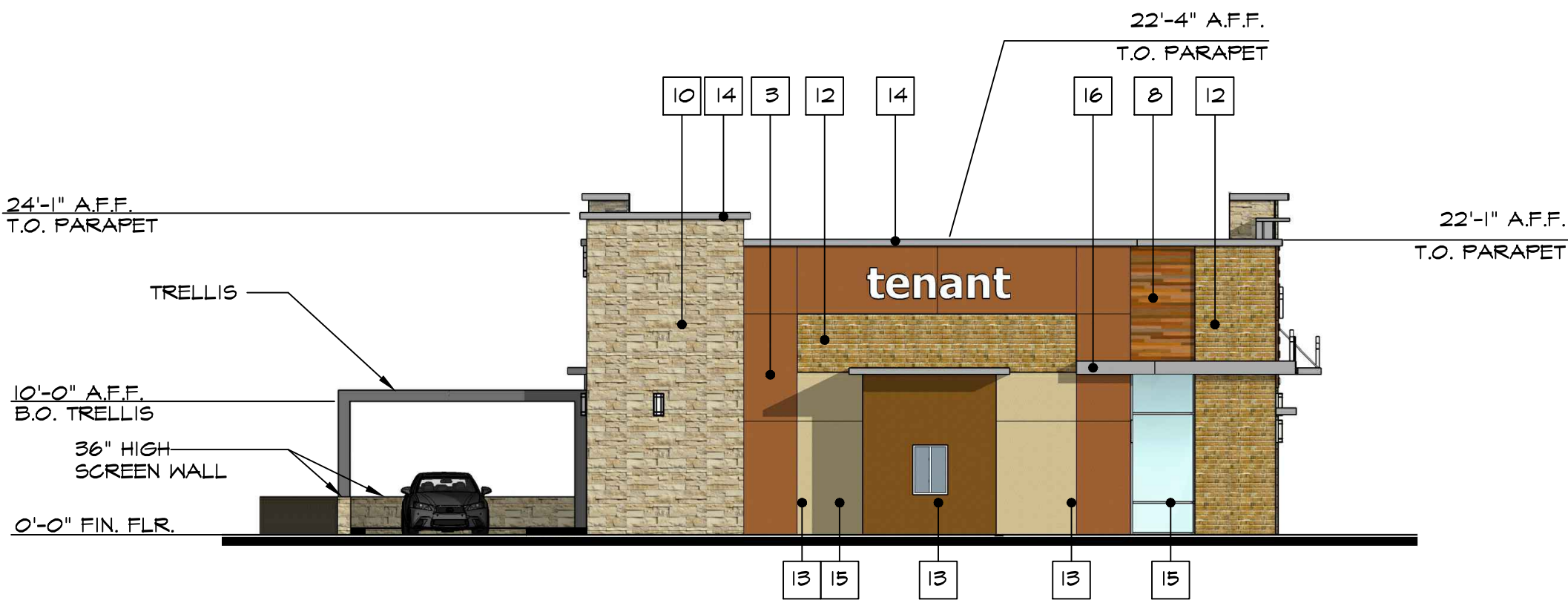
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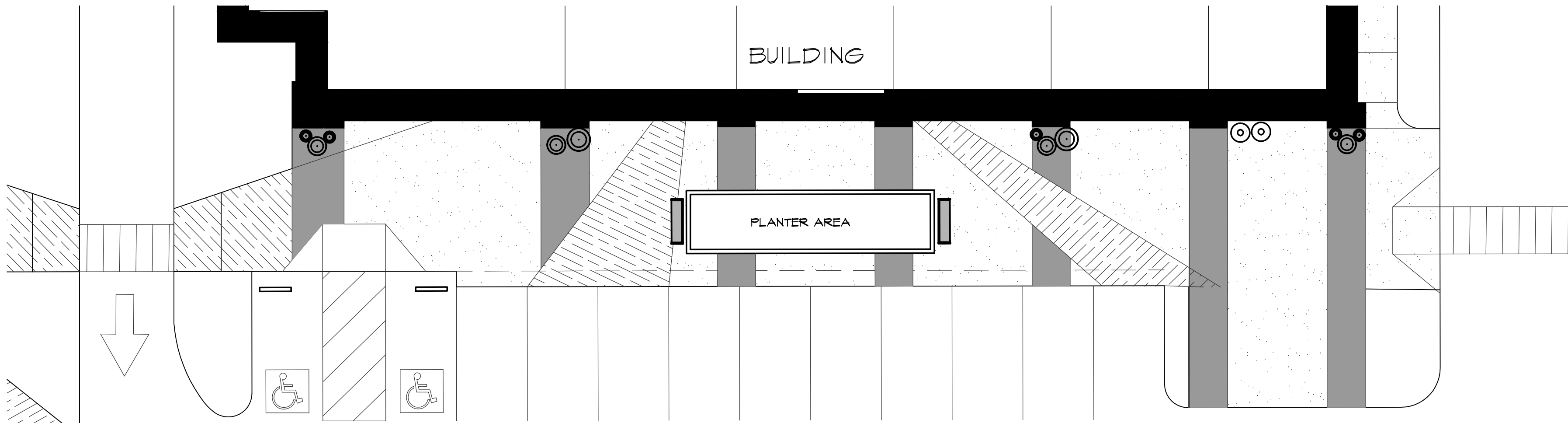
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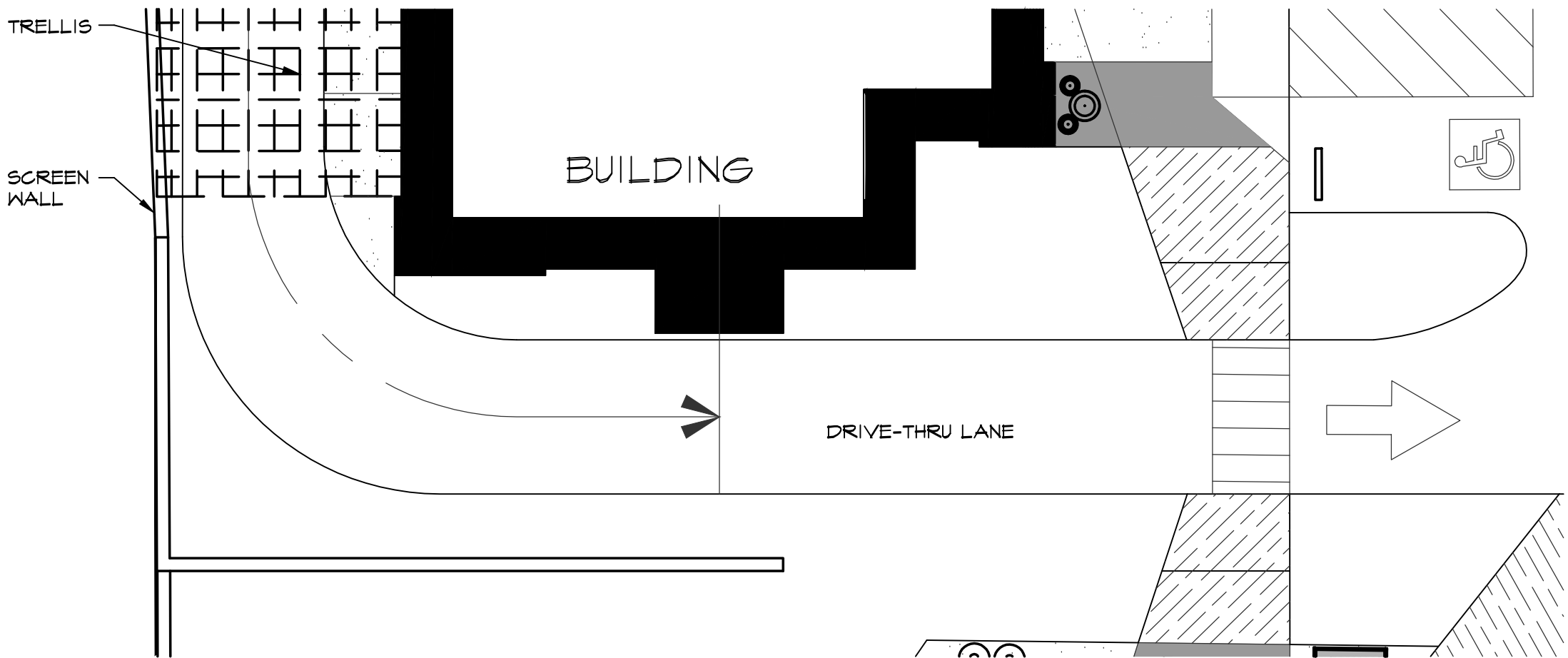
FRONT ELEVATION



LEFT ELEVATION



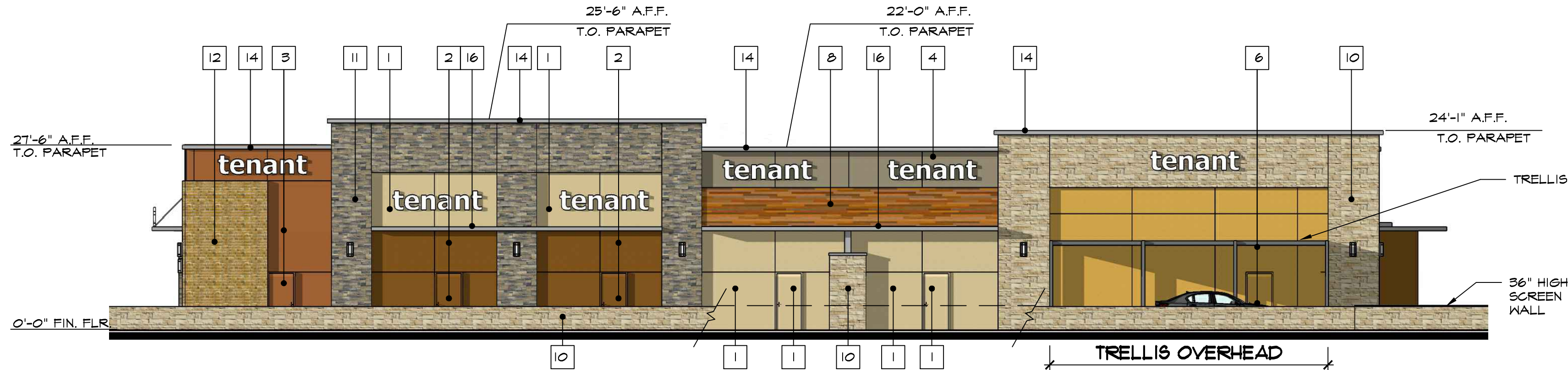
PARTIAL WALKWAY PLAN



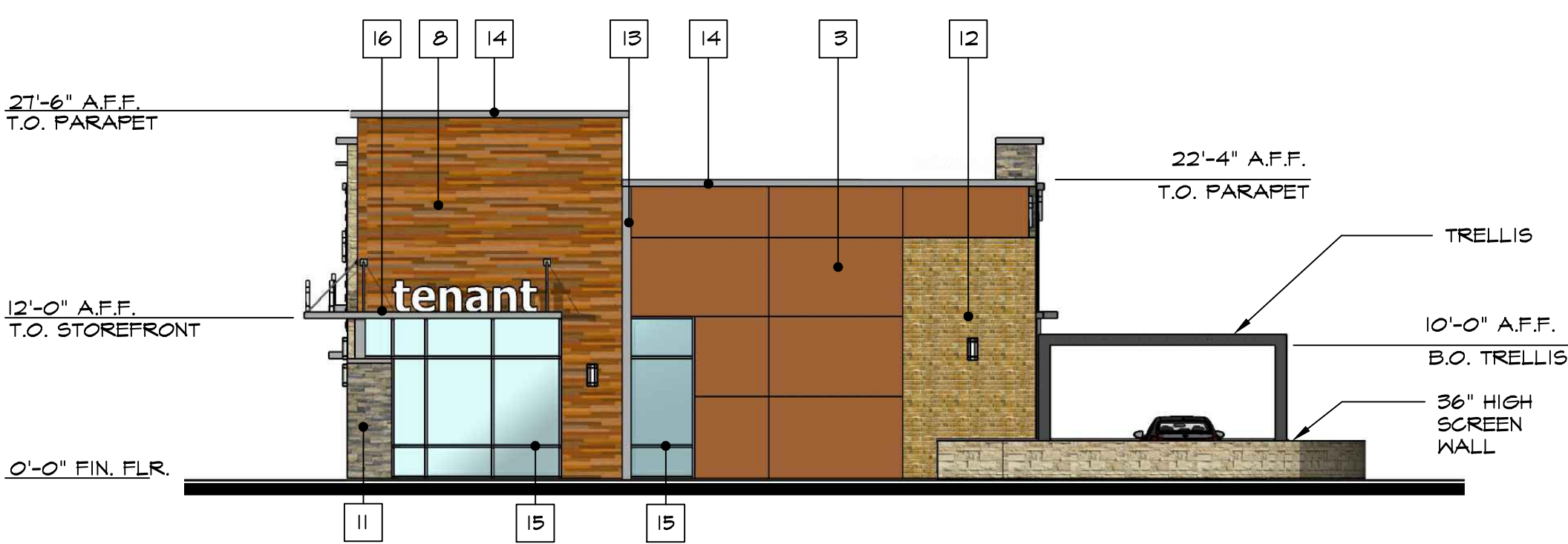
PARTIAL WALKWAY PLAN

MATERIAL AND COLOR SCHEDULE		
MATERIAL	MANUFACTURER	COLOR/STYLE
1 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET665 GRAIN MILL
2 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET465 OUTLAKED ORANGE
3 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET450 PRAIRIE CLAY
4 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET640 TANNY OWL
5 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DE6149 FALE BEACH
6 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET481 SUNNY DISPOSITION
7 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET688 WILD BILL BROWN
8 NATURAL COMPOSITE SIDING	RESYSTA SUSTAINABLE PRODUCTS	BLEND OF 4 COLORS (FVG-C04, FVG-C24, FVG-C42, FVG-C51)
9 NATURAL COMPOSITE SLATS	RESYSTA SUSTAINABLE PRODUCTS	FVG-C51
10 STONE VENEER	EL DORADO STONE	LEDGECUT 33 "BIRCH"
11 STONE VENEER	EL DORADO STONE	CLIFFSTONE "LANTANA"
12 THIN BRICK VENEER	ENDICOTT	DESERT SAND
13 STEEL ACCENT	-	SEAL COAT ON EXPOSED STEEL
14 METAL COPING/CAPS	-	STEEL ANODIZED WRAP
15 ALUMINUM STOREFRONT	KAWNEER OR EQUAL	CLEAR ANODIZED ALUMINUM
16 METAL CANOPY	-	PRE-FINISHED GRAY

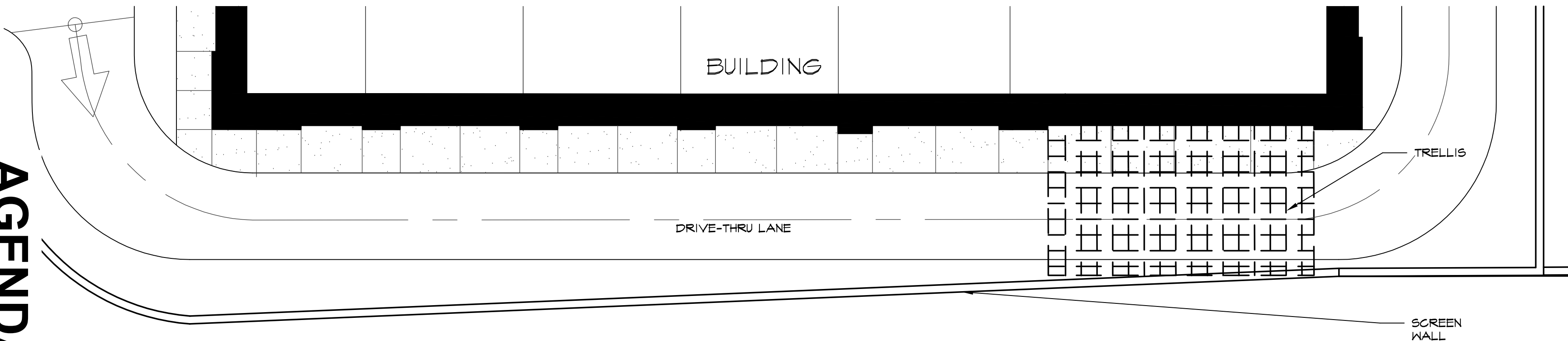
*NOTE: SIGNAGE NOT A PART OF THIS APPLICATION



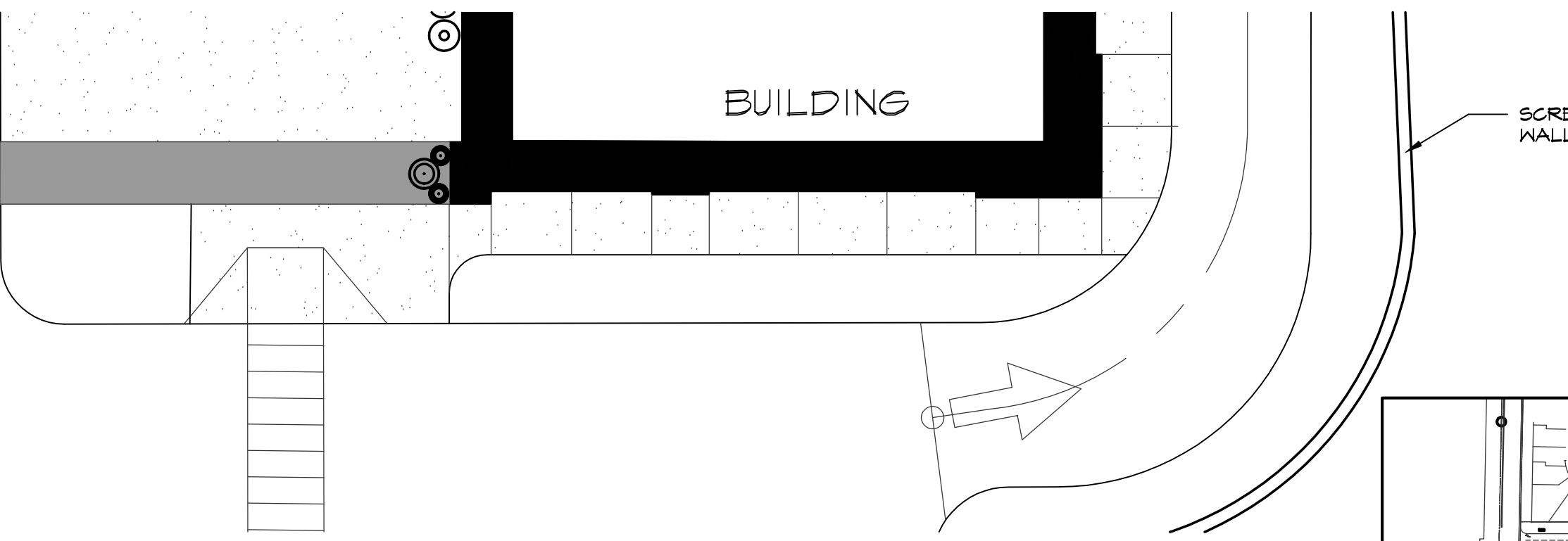
REAR ELEVATION



RIGHT ELEVATION



PARTIAL WALKWAY PLAN



PARTIAL WALKWAY PLAN



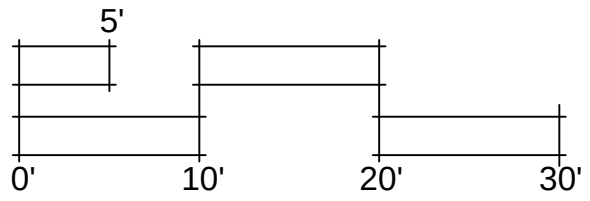
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RANCHO CORDOVA, CALIFORNIA

SCALE 3/32"= 1'-0"

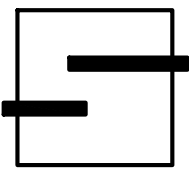


S-1
BUILDING
ELEVATIONS

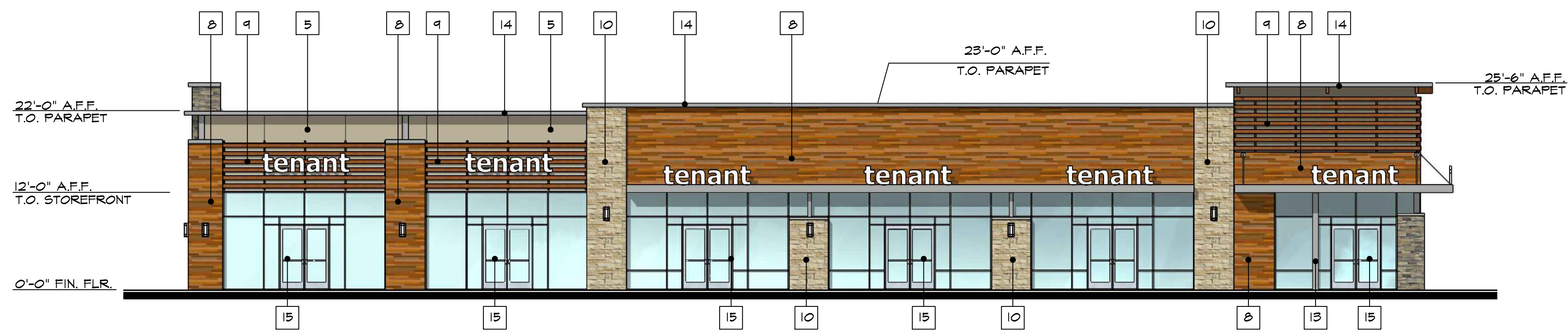
PROJECT NO.
04732.00
DRAWN BY
RC
ISSUE DATE
MAY 4, 2016

SHEET NO.
A3

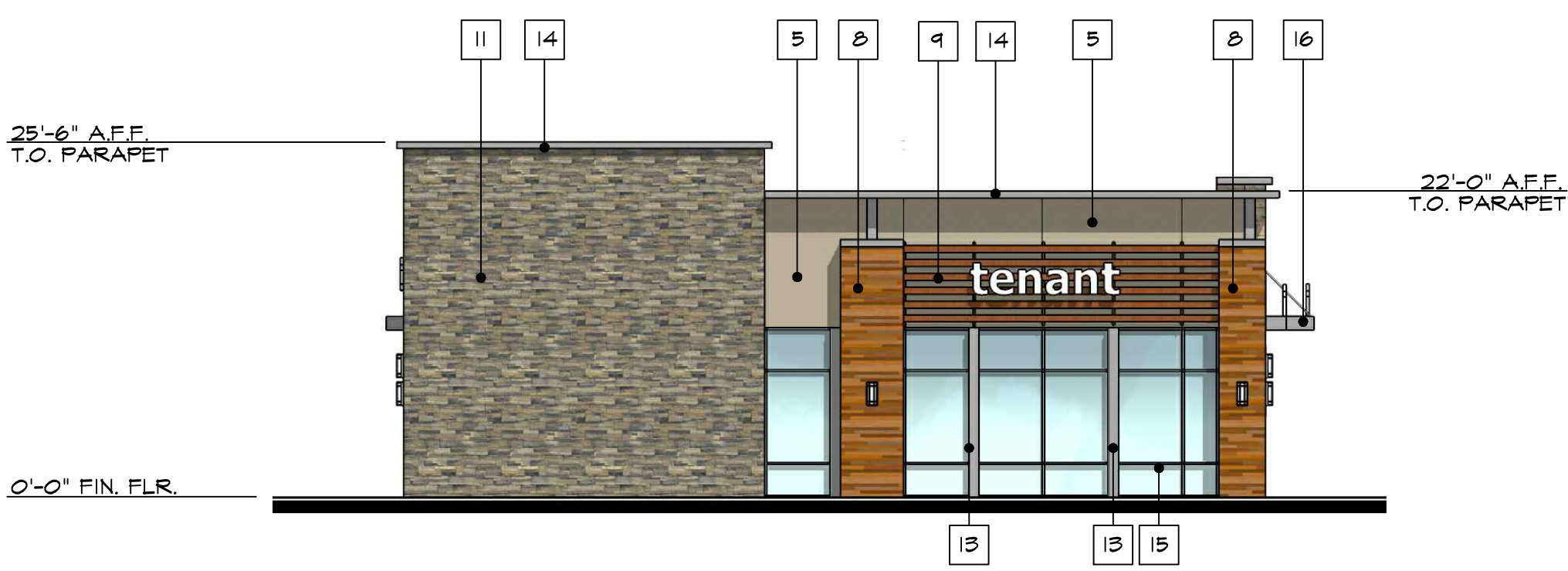
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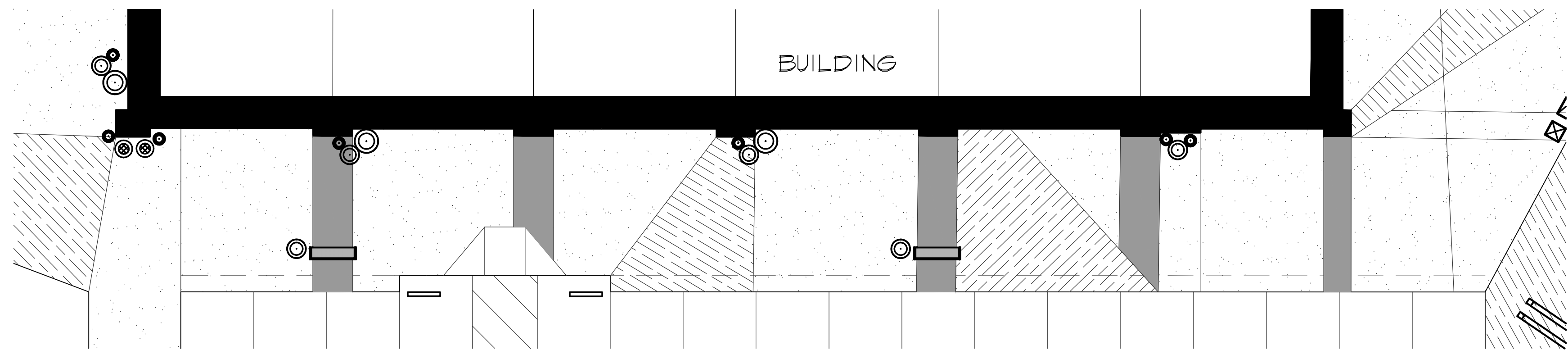
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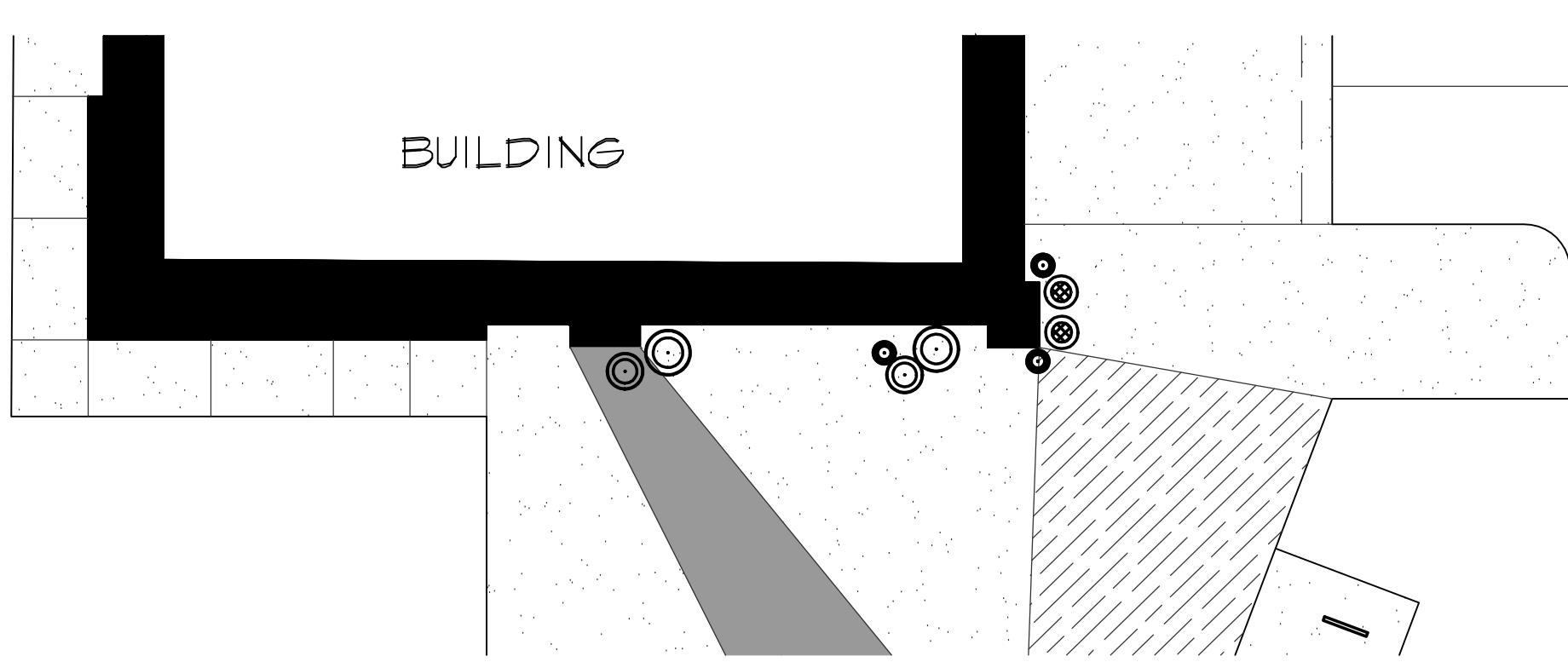
FRONT ELEVATION



LEFT ELEVATION



PARTIAL WALKWAY PLAN



PARTIAL WALKWAY PLAN

MATERIAL AND COLOR SCHEDULE		
MATERIAL	MANUFACTURER	COLOR/STYLE
1 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET665 GRAY MILL
2 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET465 OUTLINED ORANGE
3 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET450 PRAIRIE CLAY
4 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET640 TANNY OX
5 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DE6141 PALE BEACH
6 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET401 SUNNY DISPOSITION
7 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET608 WILD BILL BROWN
8 NATURAL COMPOSITE SIDING	RESYSTA SUSTAINABLE PRODUCTS	BLEND OF 4 COLORS (FVG-C04, FVG-C23, FVG-C42, FVG-C51)
9 NATURAL COMPOSITE SLATS	RESYSTA SUSTAINABLE PRODUCTS	FVG-C51
10 STONE VENEER	EL DORADO STONE	LEDGECUT 33 "BIRCH"
11 STONE VENEER	EL DORADO STONE	CLIFFSTONE "LANTANA"
12 THIN BRICK VENEER	ENDICOTT	DESERT SAND
13 STEEL ACCENT	-	SEAL COAT ON EXPOSED STEEL
14 METAL COPING/CAPS	-	STEEL ANODIZED WRAP
15 ALUMINUM STOREFRONT	KAWNEER OR EQUAL	CLEAR ANODIZED ALUMINUM
16 METAL CANOPY	-	PRE-FINISHED GRAY

*NOTE: SIGNAGE NOT A PART OF THIS APPLICATION

CLIENT AND PROJECT

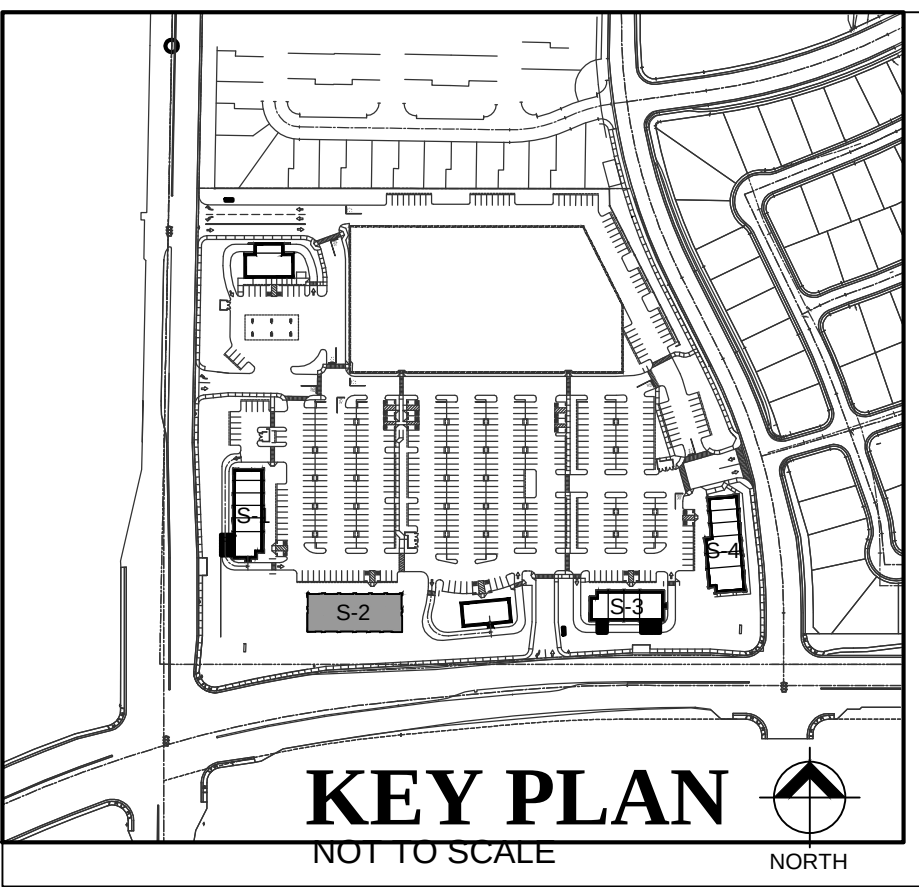
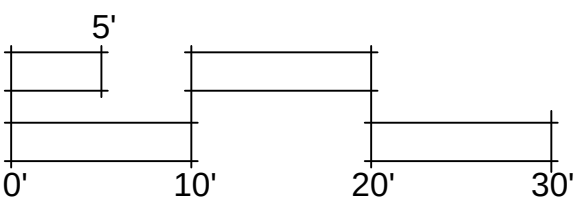
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SHEET TITLE

S-2
BUILDING
ELEVATIONS

PROJECT NO.

04732.00

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MM

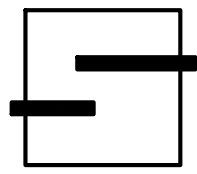
ISSUE DATE

MAY 4, 2016

SHEET NO.

A4

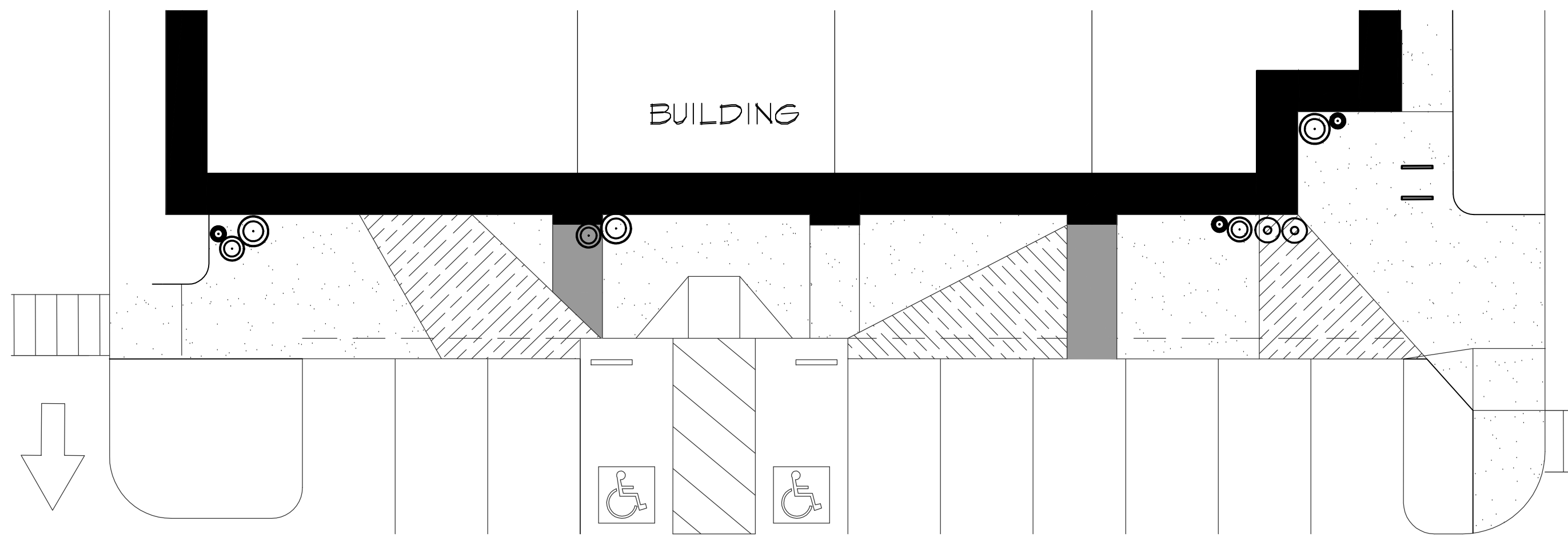
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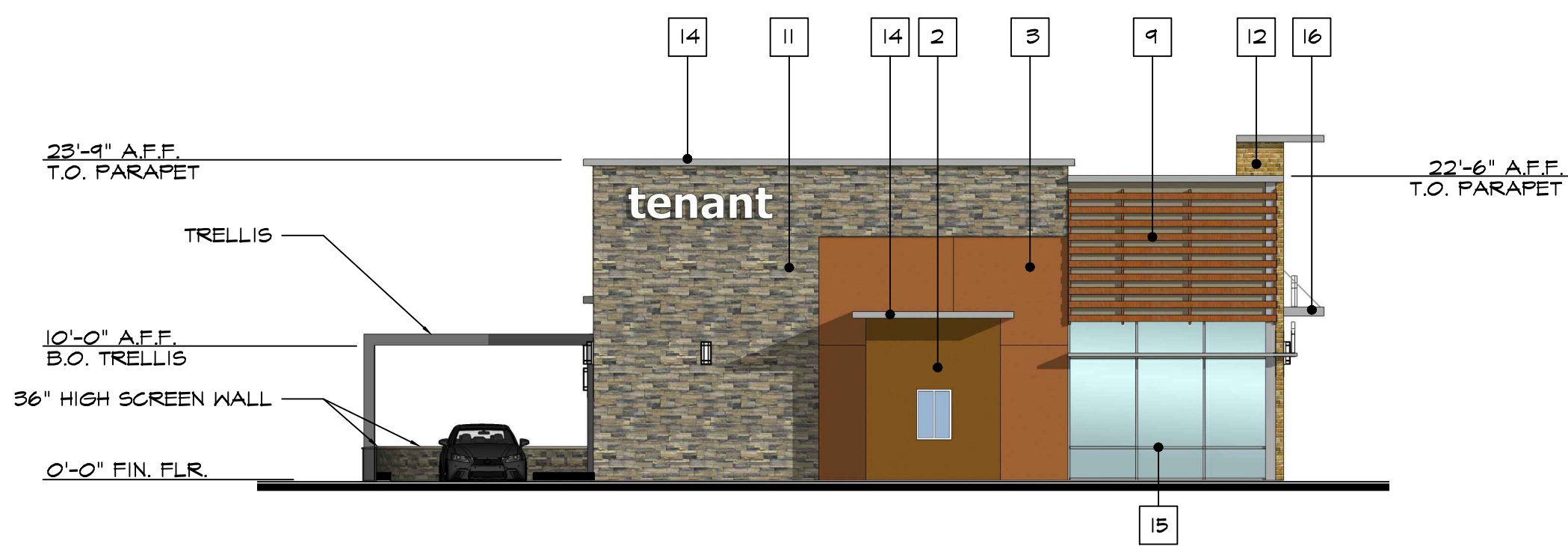
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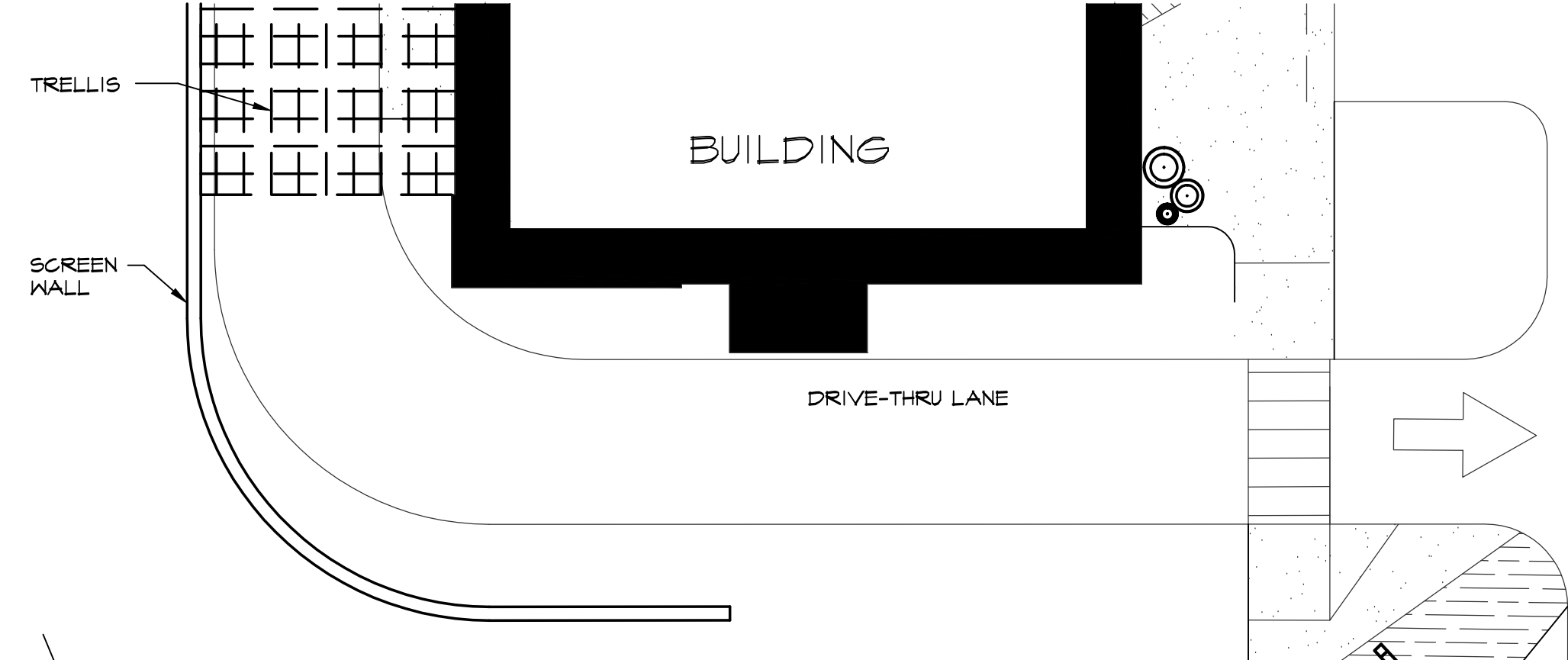
FRONT ELEVATION



PARTIAL WALKWAY PLAN



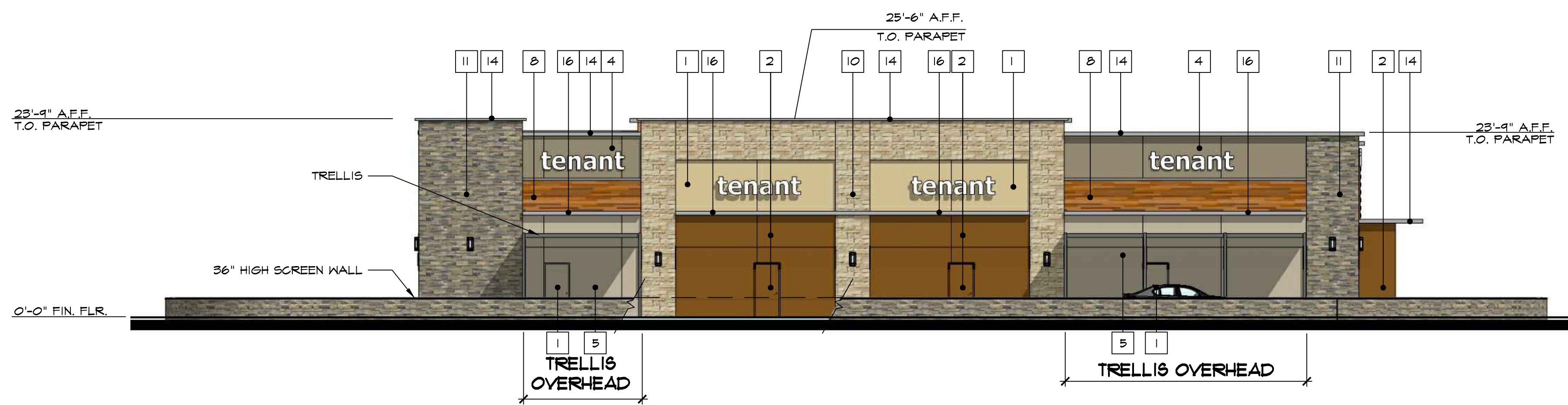
LEFT ELEVATION



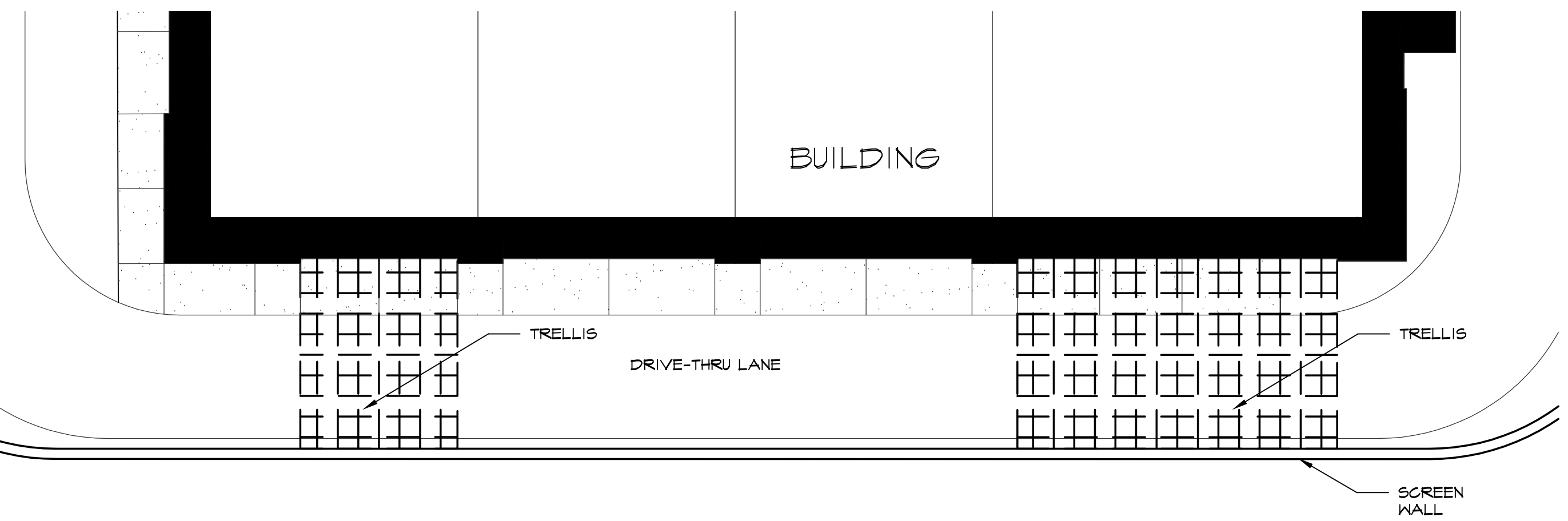
PARTIAL WALKWAY PLAN

MATERIAL AND COLOR SCHEDULE		
MATERIAL	MANUFACTURER	COLOR/STYLE
1 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET665 GRAIN MILL
2 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET465 OUTLAKED ORANGE
3 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET450 PRAIRIE CLAY
4 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET640 TANNY OWL
5 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DE6149 PALE BEACH
6 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET481 SUNNY DISPOSITION
7 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET688 WILD BILL BROWN
8 NATURAL COMPOSITE SIDING	RESYSTA SUSTAINABLE PRODUCTS	BLEND OF 4 COLORS (FVG-C04, FVG-C24, FVG-C42, FVG-C51)
9 NATURAL COMPOSITE SLATS	RESYSTA SUSTAINABLE PRODUCTS	FVG-C51
10 STONE VENEER	EL DORADO STONE	LEDGECUT 33 "BIRCH"
11 STONE VENEER	EL DORADO STONE	CLIFFSTONE "LANTANA"
12 THIN BRICK VENEER	ENDIGOTT	DESERT SAND
13 STEEL ACCENT	-	SEAL COAT ON EXPOSED STEEL
14 METAL COPING/CAPS	-	STEEL ANODIZED WRAP
15 ALUMINUM STOREFRONT	KAWNEER OR EQUAL	CLEAR ANODIZED ALUMINUM
16 METAL CANOPY	-	PRE-FINISHED GRAY

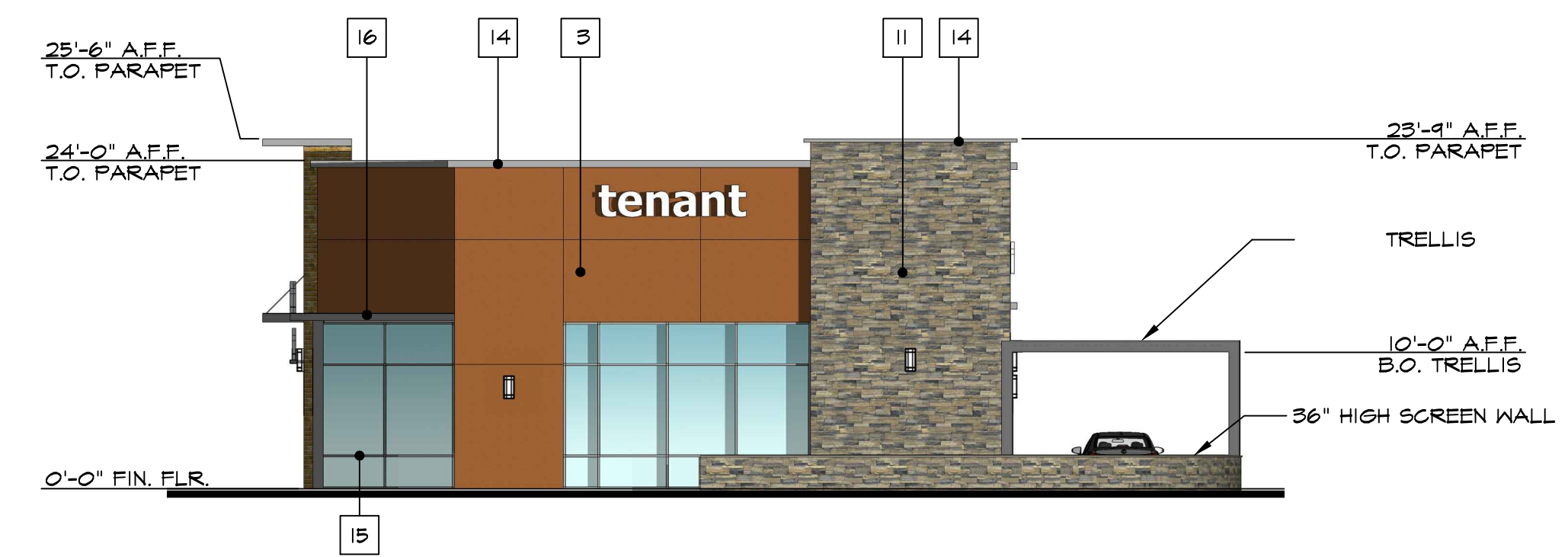
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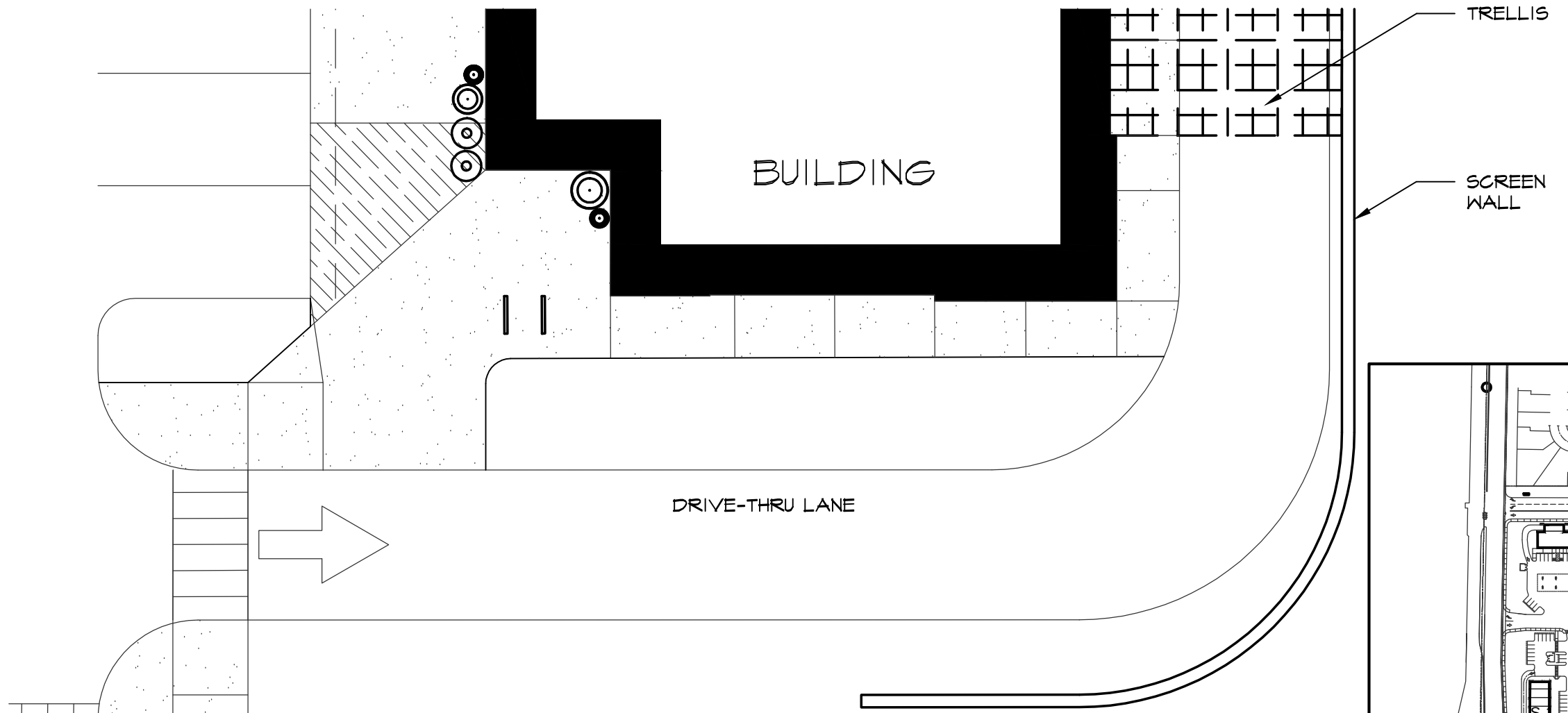
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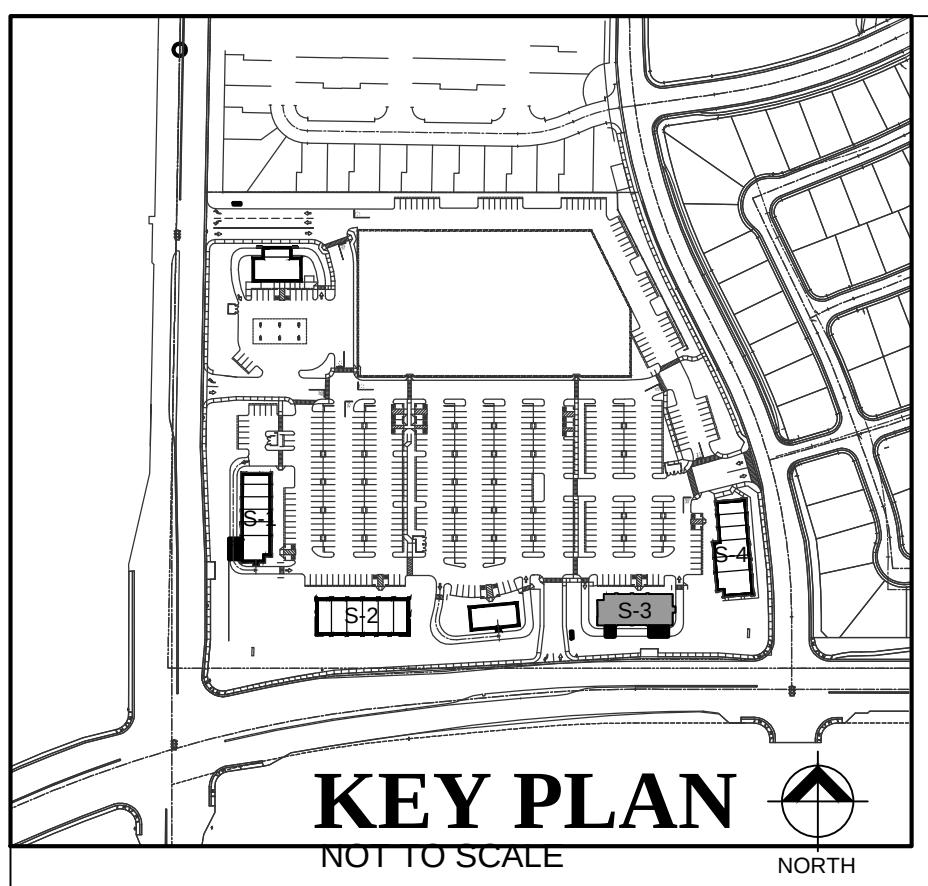
PARTIAL WALKWAY PLAN



RIGHT ELEVATION



PARTIAL WALKWAY PLAN



CLIENT AND PROJECT

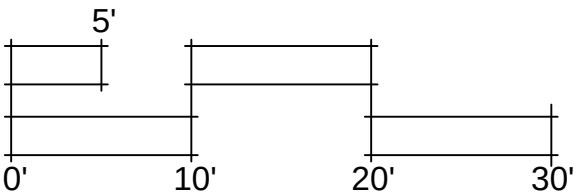
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ANATOLIA
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RANCHO CORDOVA, CALIFORNIA

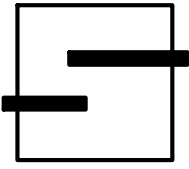
SCALE 3/32" = 1'-0"



S-3
BUILDING
ELEVATIONS

PROJECT NO. 04732.00	CHECKED BY MM	SHEET NO. A5
DRAWN BY RC	ISSUE DATE MAY 4, 2016	

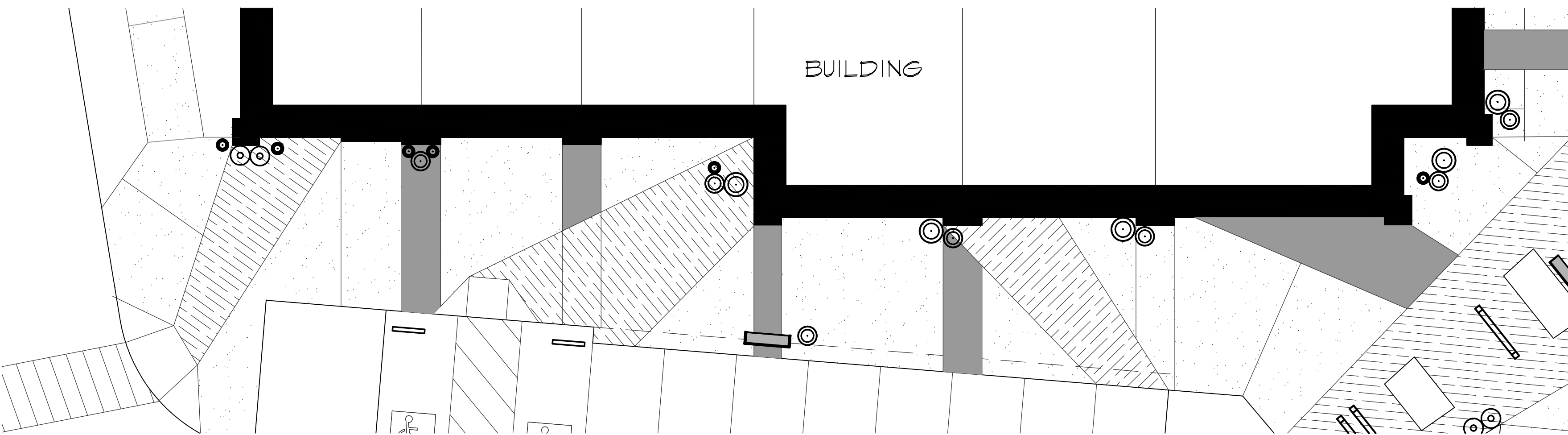
STAFFORD
KING
WIESE
ARCHITECTS



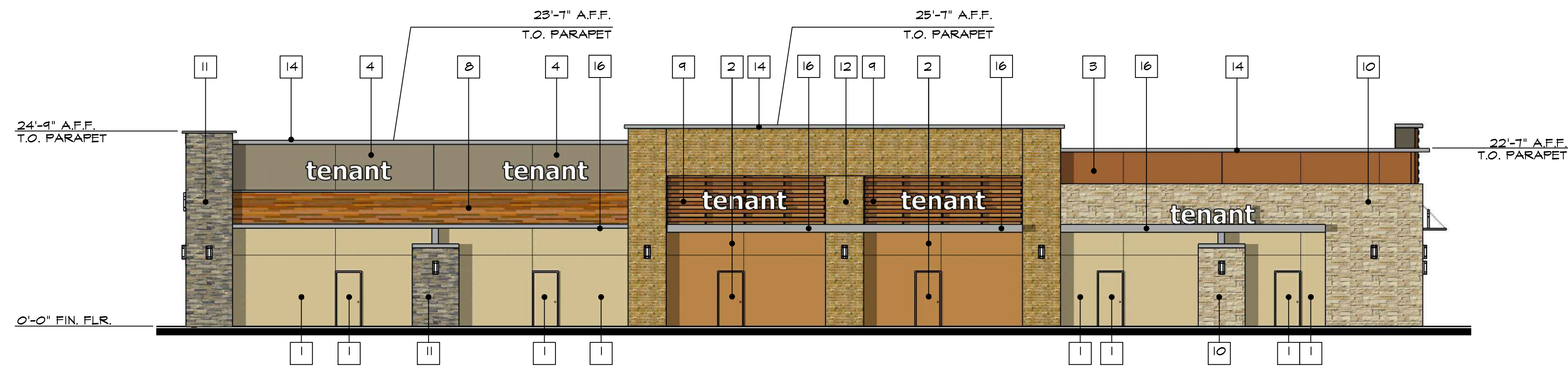
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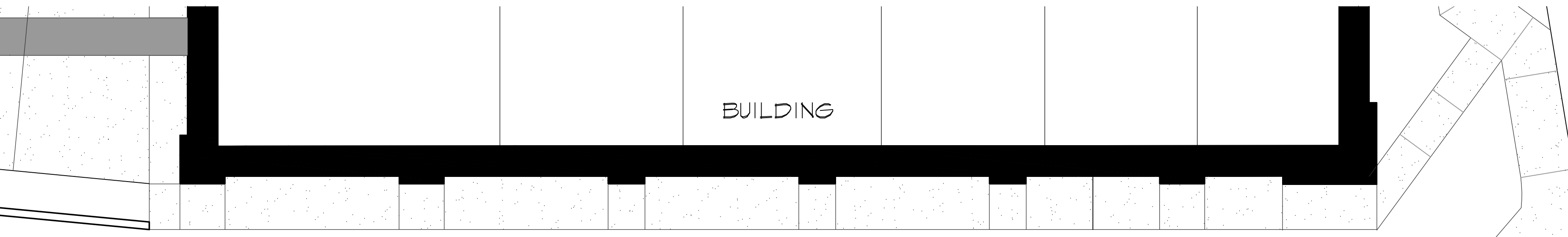
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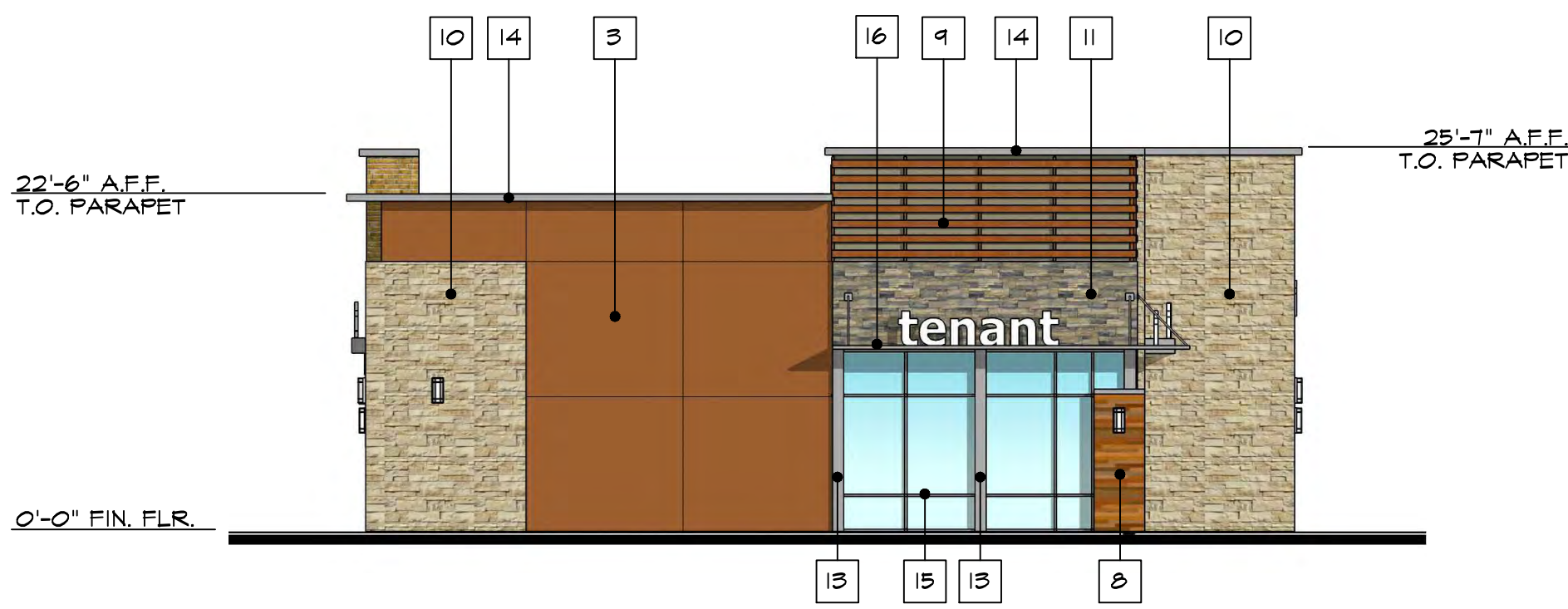
PARTIAL WALKWAY PLAN



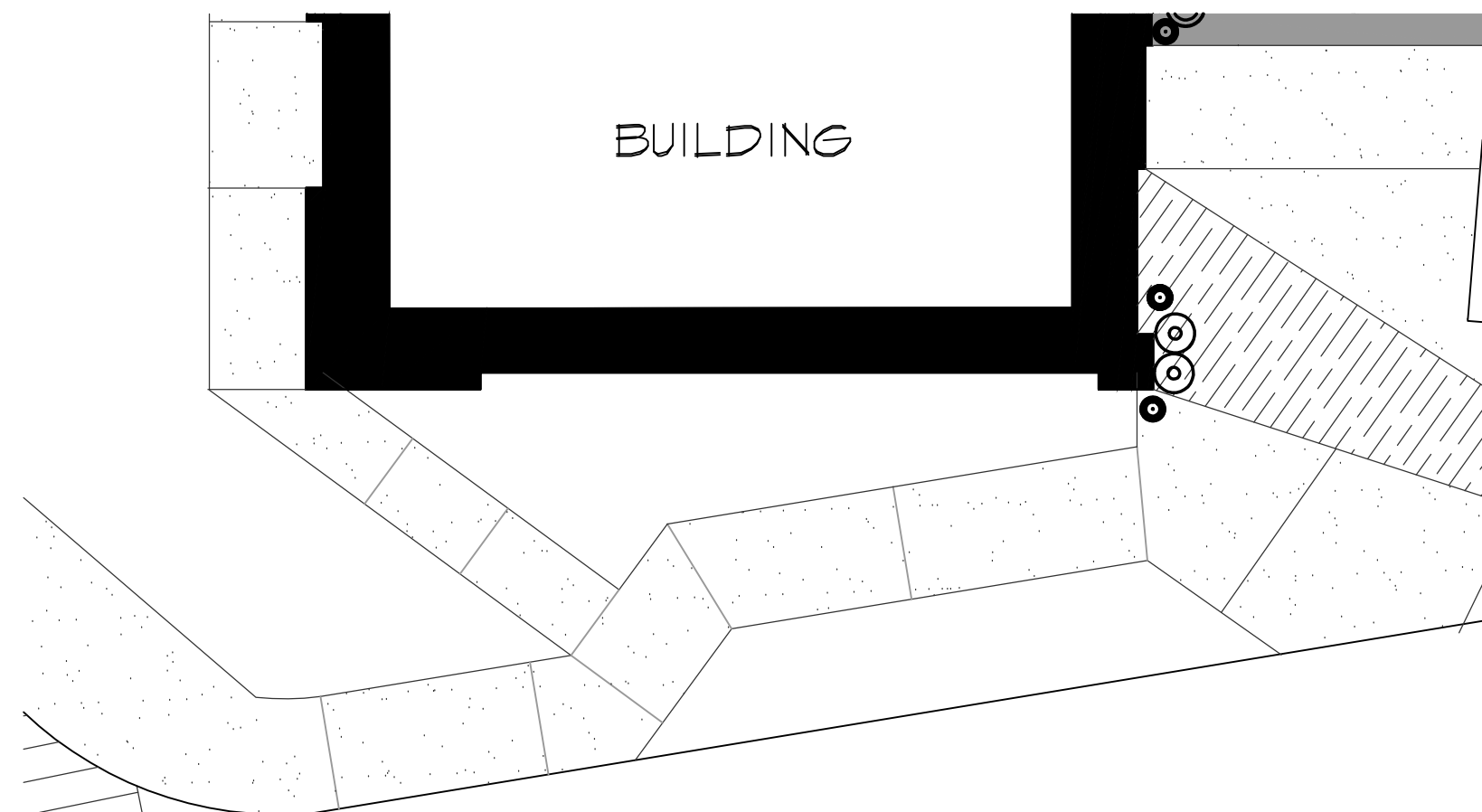
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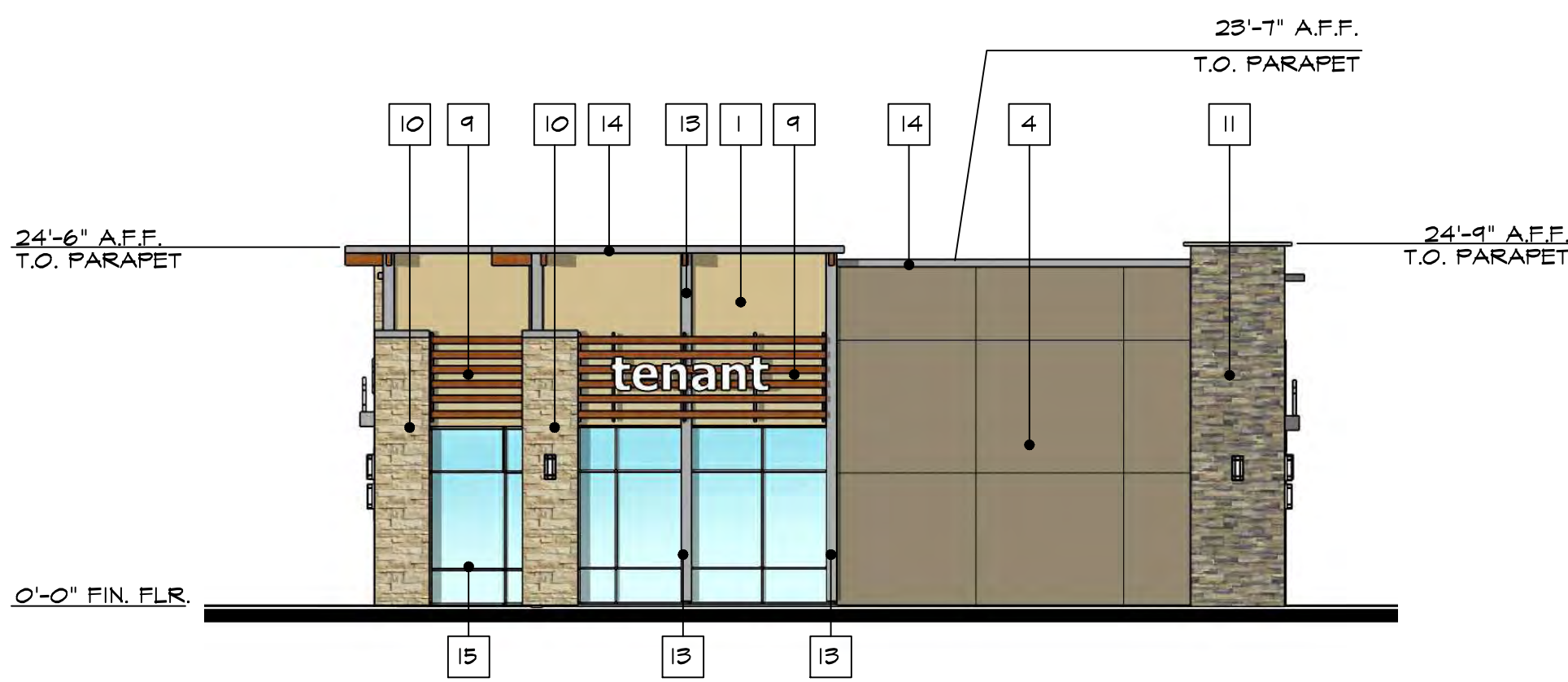
PARTIAL WALKWAY PLAN



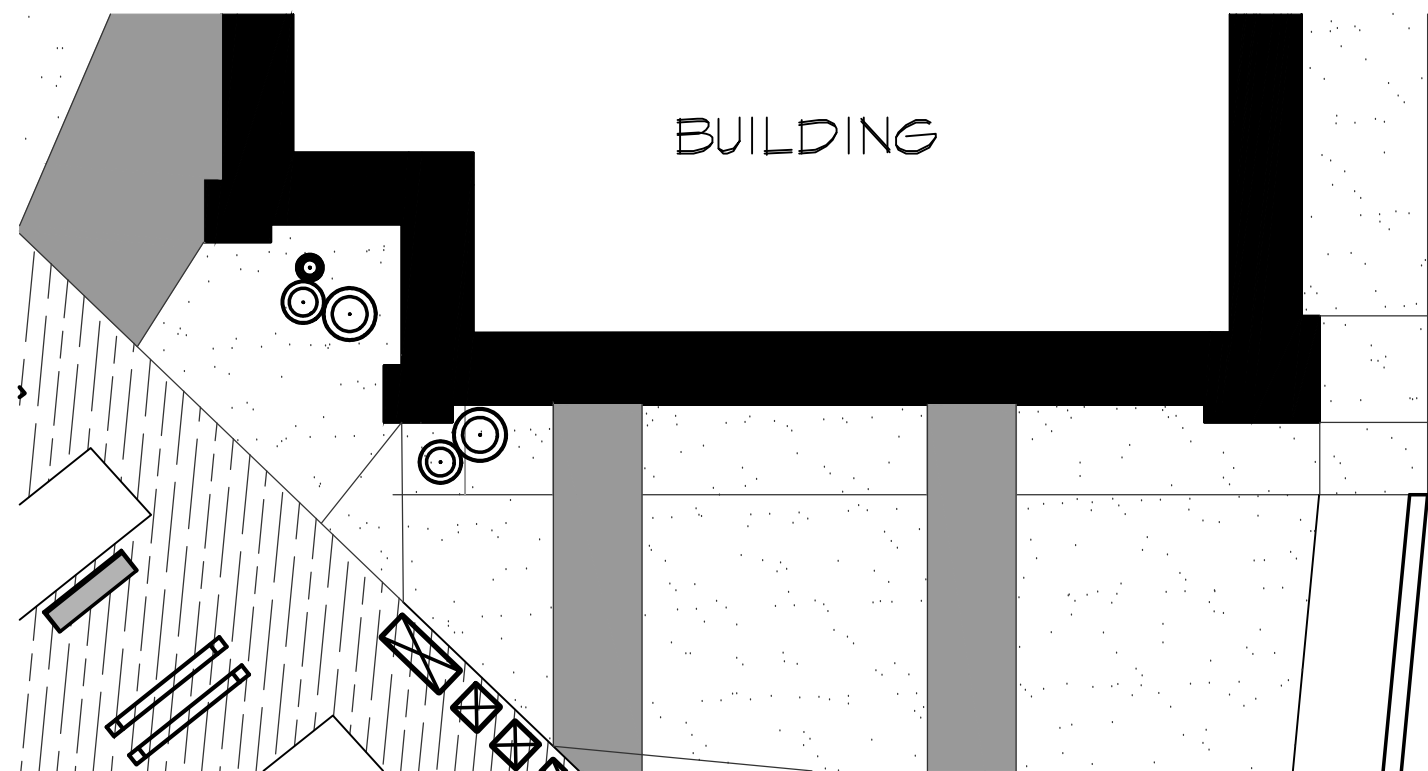
LEFT ELEVATION



PARTIAL WALKWAY PLAN



RIGHT ELEVATION



PARTIAL WALKWAY PLAN

MATERIAL AND COLOR SCHEDULE		
MATERIAL	MANUFACTURER	COLOR/STYLE
1 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET665 GRAIN MILL
2 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET465 OUTLAWED ORANGE
3 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET450 PRAIRIE CLAY
4 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET640 TANNY OWL
5 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DE6199 PALE BEACH
6 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET481 SUNNY DISPOSITION
7 PAINT-CEMENT PLASTER	DUNN EDWARDS PAINTS	DET688 WILD BILL BROWN
8 NATURAL COMPOSITE SIDING	RESYSTA SUSTAINABLE PRODUCTS	BLEND OF 4 COLORS (FVS-C01, FVS-C24, FVS-C42, FVS-C51)
9 NATURAL COMPOSITE SLATS	RESYSTA SUSTAINABLE PRODUCTS	FVS-C51
10 STONE VENEER	EL DORADO STONE	LEDGECUT 33 "BIRCH"
11 STONE VENEER	EL DORADO STONE	CLIFFSTONE "LANTANA"
12 THIN BRICK VENEER	ENDIGOTT	DESERT SAND
13 STEEL ACCENT	-	SEAL COAT ON EXPOSED STEEL
14 METAL COPING/CAPS	-	STEEL ANODIZED WRAP
15 ALUMINUM STOREFRONT	KAWNEER OR EQUAL	CLEAR ANODIZED ALUMINUM
16 METAL CANOPY	-	PRE-FINISHED GRAY

*NOTE: SIGNAGE NOT A PART OF THIS APPLICATION

CLIENT AND PROJECT

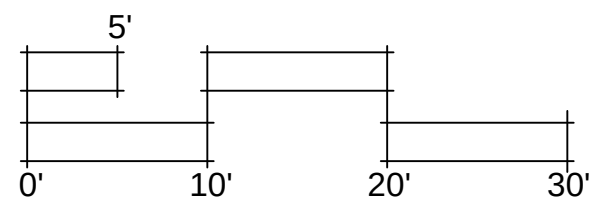
ANATOLIA, LLC

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Sacramento, CA 95826

ANATOLIA
RETAIL CENTER

RANCHO CORDOVA, CALIFORNIA

SCALE 3/32"= 1'-0"



SHEET TITLE

S-4
BUILDING
ELEVATIONS

PROJECT NO.

04732.00

DRAWN BY

RC

CHECKED BY

MM

ISSUE DATE

MAY 4, 2016

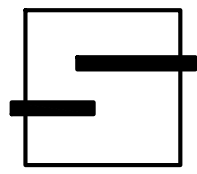
SHEET NO.

A6



BUILDING S-1

**STAFFORD
KING
WIESE
ARCHITECTS**



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BUILDING S-2

CLIENT AND PROJECT

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**ANATOLIA
RETAIL CENTER**

RANCHO CORDOVA, CALIFORNIA

NOT TO SCALE

SHEET TITLE

**STOREFRONT
FACADE
PERSPECTIVES**

PROJECT NO.
04732.00
DRAWN BY
RC
ISSUE DATE
MAY 4, 2016

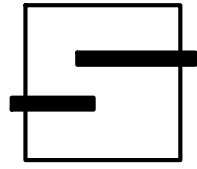
SHEET NO.

A7



BUILDING S-3

STAFFORD
KING
WIESE
ARCHITECTS



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BUILDING S-4

CLIENT AND PROJECT

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ANATOLIA
RETAIL CENTER

RANCHO CORDOVA, CALIFORNIA

NOT TO SCALE

SHEET TITLE

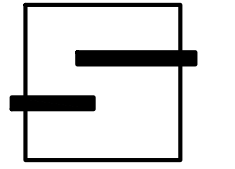
STOREFRONT
FACADE
PERSPECTIVES

PROJECT NO.
04732.00
DRAWN BY
RC
ISSUE DATE
MAY 4, 2016

SHEET NO.

A8

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KING
WIESE
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NOT TO SCALE

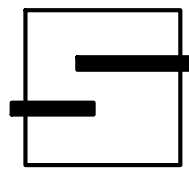
SHEET TITLE

RENDERING
SUNRISE/DOUGLAS
FROM
INTERSECTION

PROJECT NO. 04732.00	SHEET NO.
DRAWN BY RC	CHECKED BY MM
ISSUE DATE MAY 4, 2016	A9

1099

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RANCHO CORDOVA, CALIFORNIA

NOT TO SCALE

SHEET TITLE

RENDERING
OF PLAZA
NEAR
SUNRISE/DOUGLAS

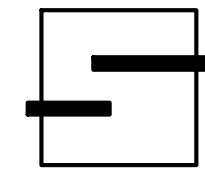
PROJECT NO. 04732.00	CHECKED BY MM
DRAWN BY RC	ISSUE DATE MAY 4, 2016

SHEET NO.

A10

1100

STAFFORD
KING
WIESE
ARCHITECTS



622 20TH STREET
SACRAMENTO, CALIFORNIA 95811
916.930.5900
www.skwarehitects.com



CLIENT AND PROJECT

ANATOLIA, LLC

7700 College Town Drive, Suite 118
Sacramento, CA 95826

ANATOLIA
RETAIL CENTER

RANCHO CORDOVA, CALIFORNIA

NOT TO SCALE

SHEET TITLE

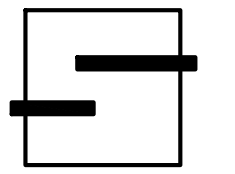
RENDERING
SUNRISE/HERODIAN
FROM
INTERSECTION

PROJECT NO.
04732.00
DRAWN BY
RC
ISSUE DATE
MAY 4, 2016

SHEET NO.
A11

1101

STAFFORD
KING
WIESE
ARCHITECTS



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916.930.5900
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CLIENT AND PROJECT

ANATOLIA, LLC

7700 College Town Drive, Suite 118
Sacramento, CA 95826

ANATOLIA
RETAIL CENTER

RANCHO CORDOVA, CALIFORNIA

NOT TO SCALE

SHEET TITLE

RENDERING
OF PLAZA
NEAR
SUNRISE/HERODIAN

PROJECT NO. 04732.00	CHECKED BY MM
DRAWN BY RC	
ISSUE DATE MAY 4, 2016	

SHEET NO.
A12

STAFFORD
KING
WIESE
ARCHITECTS

622 20TH STREET
SACRAMENTO, CALIFORNIA 95811
916.930.5900
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PROJECT STATISTICS

ZONING: GC-GENERAL COMMERCIAL
APN: 061-0460-001

FUTURE BUILDING(S) (ASSUMED BLDG. AREA)	
80	80,000
S-1	1,275
S-2	4,000
S-3	5,950
S-4	8,550
G- GAS	2,800
TOTAL	113,575 SF
PARKING REQUIRED (BY CODE)	
3.6 / 1,000 SF	409 STALLS
P-1 (RESTAURANT)	3,200 SF 99 SEATS
PARKING REQUIRED	
1 / 3 SEATS	33 STALLS
TOTAL PARKING REQUIRED (BY CODE):	
442 STALLS	
TOTAL PARKING PROPOSED:	
542 STALLS (4.64/1,000 SF)	

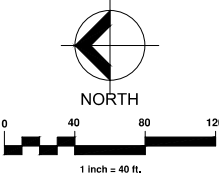
CLIENT AND PROJECT

ANATOLIA, LLC

7700 College Town Drive, Suite 118
Sacramento, CA 95826

ANATOLIA
RETAIL CENTER

RANCHO CORDOVA, CALIFORNIA



SHEET TITLE

CONCEPTUAL
SITE PLAN

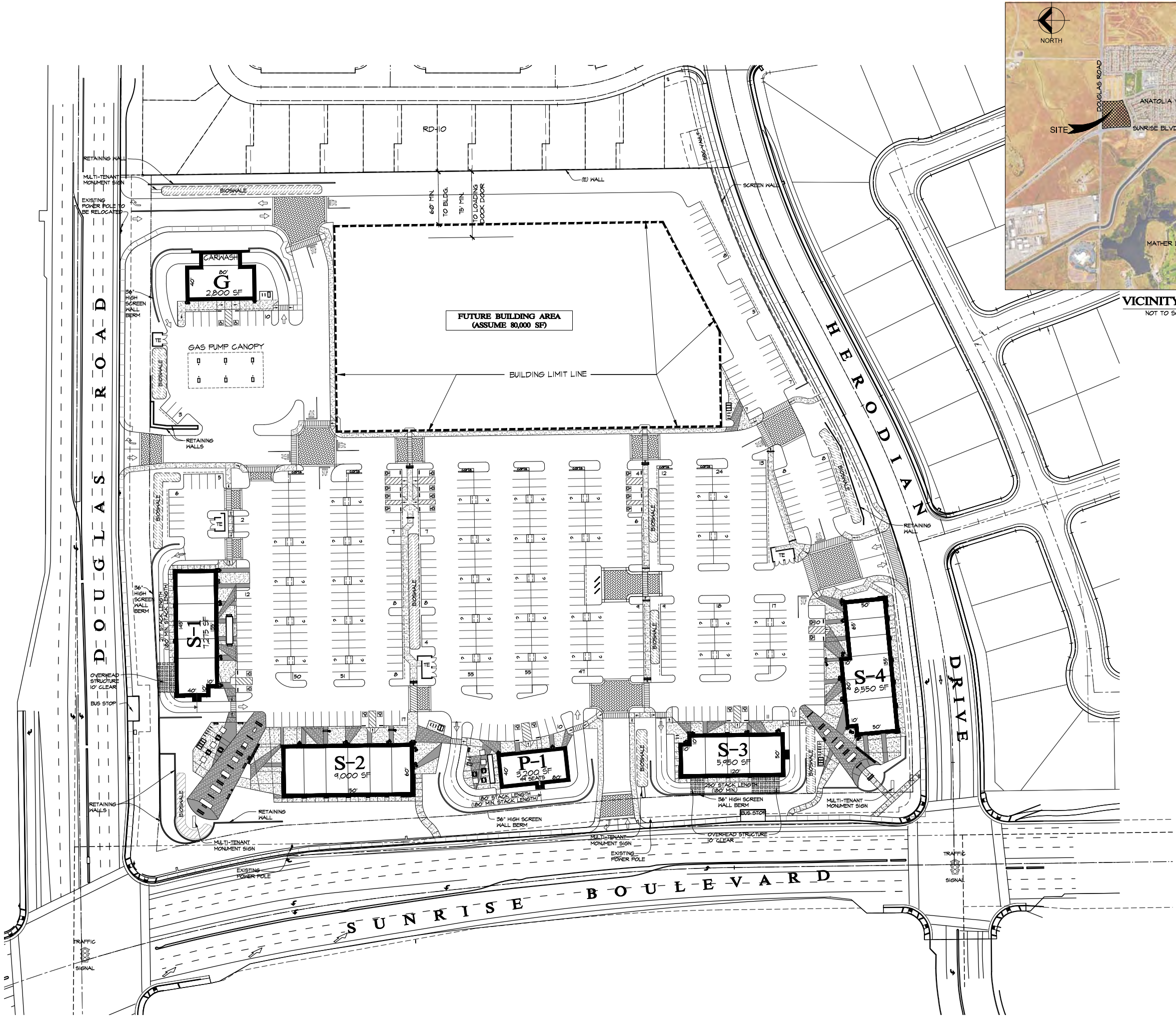
PROJECT NO.
04732.00

DRAWN BY
RC

CHECKED BY
MM

ISSUE DATE
JULY 27, 2016

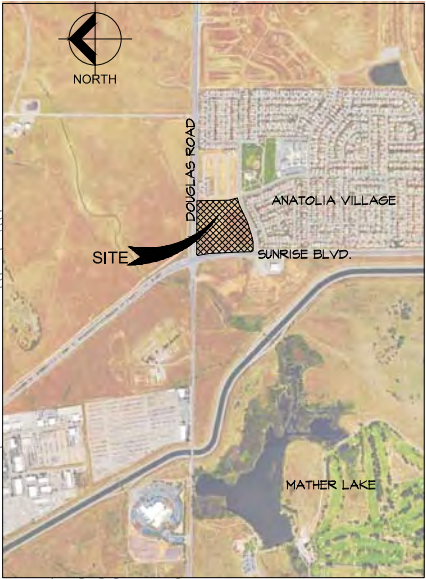
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A1



STAFFORD
KING
WIESE
ARCHITECTS

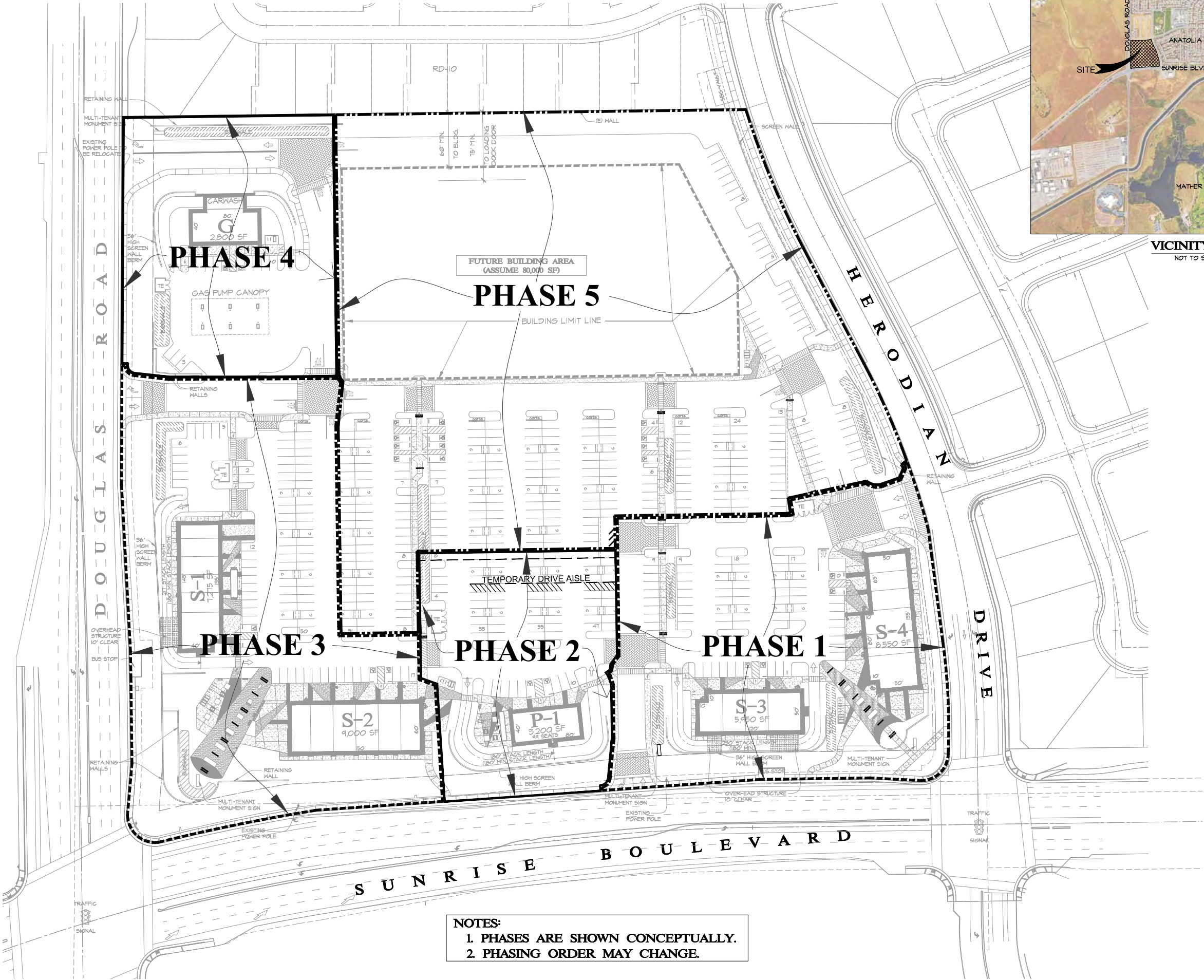


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916.930.5900
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VICINITY MAP
NOT TO SCALE

AGENDA ITEM 11.3

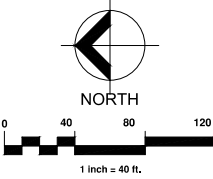


- NOTES:
- 1. PHASES ARE SHOWN CONCEPTUALLY.
 - 2. PHASING ORDER MAY CHANGE.

ANATOLIA, LLC

7700 College Town Drive, Suite 118
Sacramento, CA 95826

ANATOLIA
RETAIL CENTER
RANCHO CORDOVA, CALIFORNIA



PHASING
PLAN

PROJECT NO. 04732.00		SHEET NO. A1a
DRAWN BY RC	CHECKED BY MM	
ISSUE DATE JULY 27, 2016		

STAFFORD
KING
WIESE
ARCHITECTS

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SACRAMENTO, CALIFORNIA 95811
916.930.5900
www.skwarchitects.com

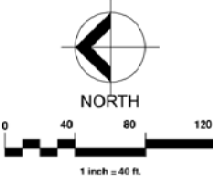
LEGEND:

- PEDESTRIAN CONNECTIVITY
- COMMUNITY GATHERING AREA
- RESTAURANT PATIO DINING
- BIKE RACKS/ LOCKERS

ANATOLIA, LLC

7700 College Town Drive, Suite 118
Sacramento, CA 95826

ANATOLIA
RETAIL CENTER
RANCHO CORDOVA, CALIFORNIA



CONNECTIVITY
SITE PLAN

PROJECT NO.
64732.00
DRAWN BY
RC
DATE DATE
JUL 27, 2016

SHEET NO.
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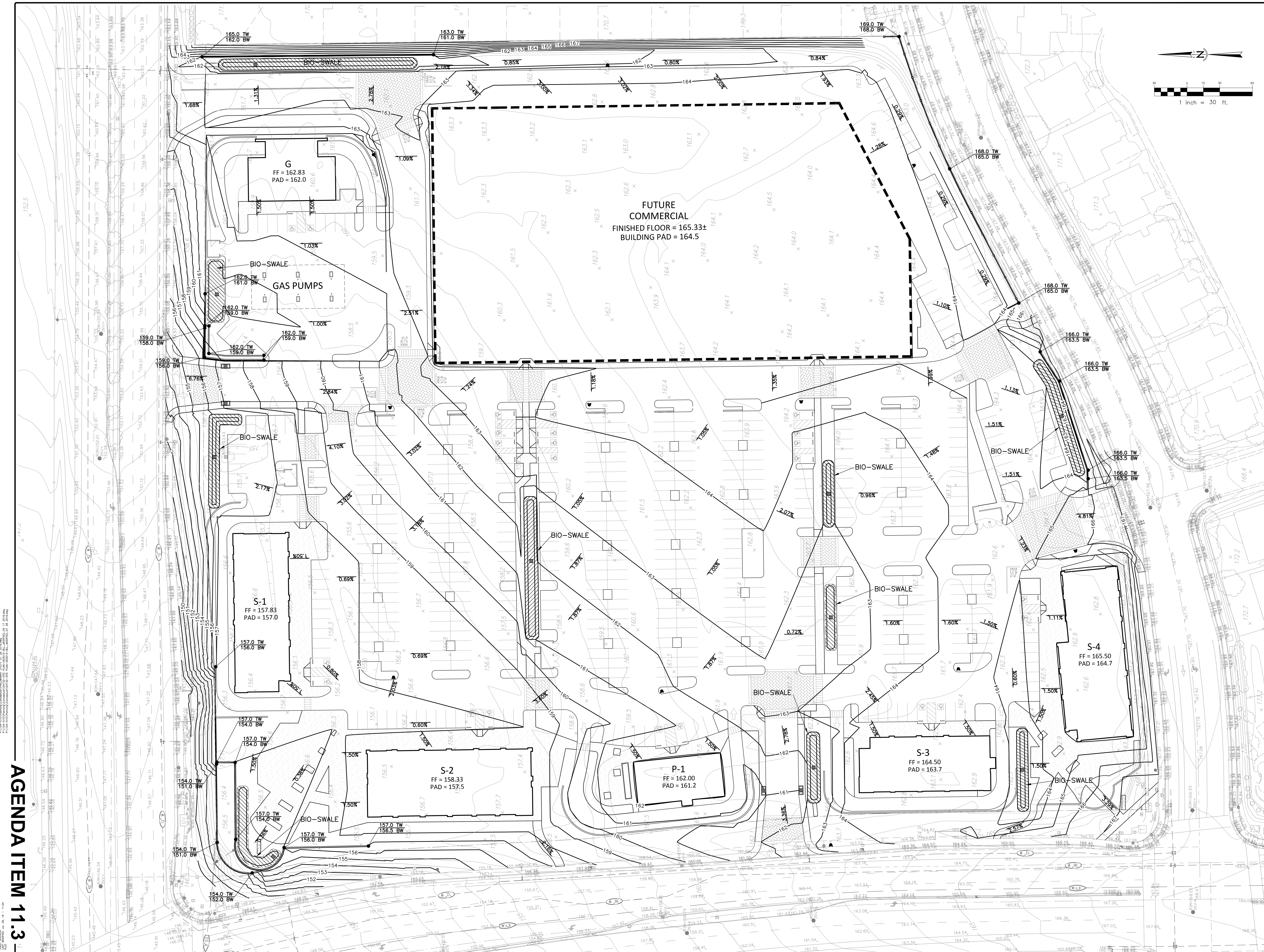


VICINITY MAP
NOT TO SCALE



DATE: MAY 17, 2016
DRAWN BY: RSC
CHECKED BY: RSC
DESIGNED BY: RSC

AGENDA ITEM 11.3



ANATOLIA, LLC
7700 COLLEGE TOWN DR., #101
SACRAMENTO, CA 95826

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RECEIVED PROFESSIONAL ENGINEER
No. 29033
Mar. 31, 2015
CIVIL
STATE OF CALIFORNIA

RSC ENGINEERING
2250 Douglas Blvd., Suite 150
Folsom, CA 95630
Ph: 916.798.2884 Fax: 916.798.4408

PROJECT NO. 104-010
DRAWN BY: RSC Eng
CHECKED BY: RSC Eng
DESIGNED BY: RSC Eng

ANATOLIA RETAIL CENTER
DOUGLAS ROAD AND SUNRISE BLVD
RANCHO CORDOVA, CA

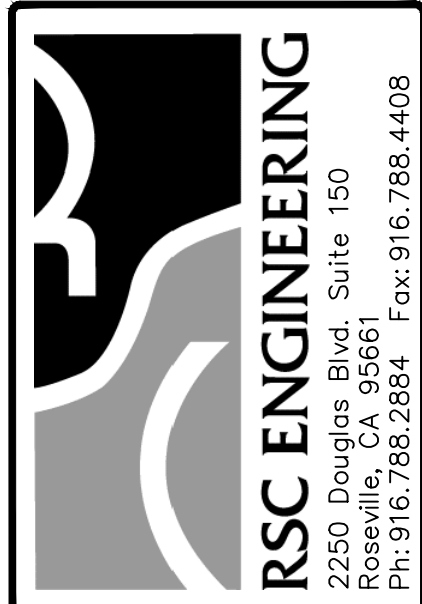
SHEET TITLE
PRELIMINARY
GRADING
PLAN

SHEET NO.
C-1

DATE: MAY 17, 2016

1106

REV NO.	DATE	DESCRIPTION	ENG INT.	BY	DATE
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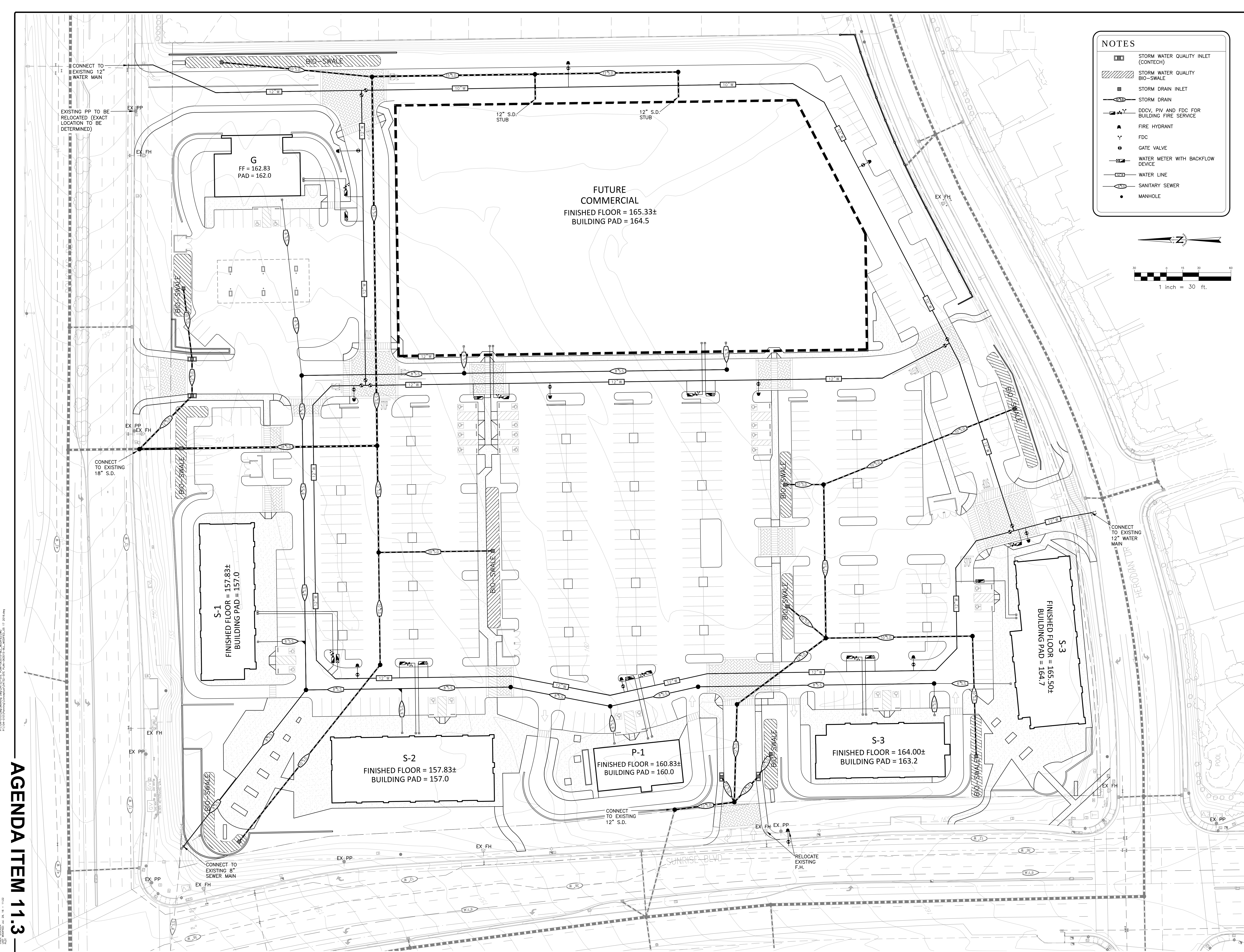
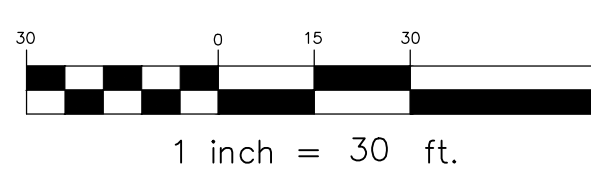
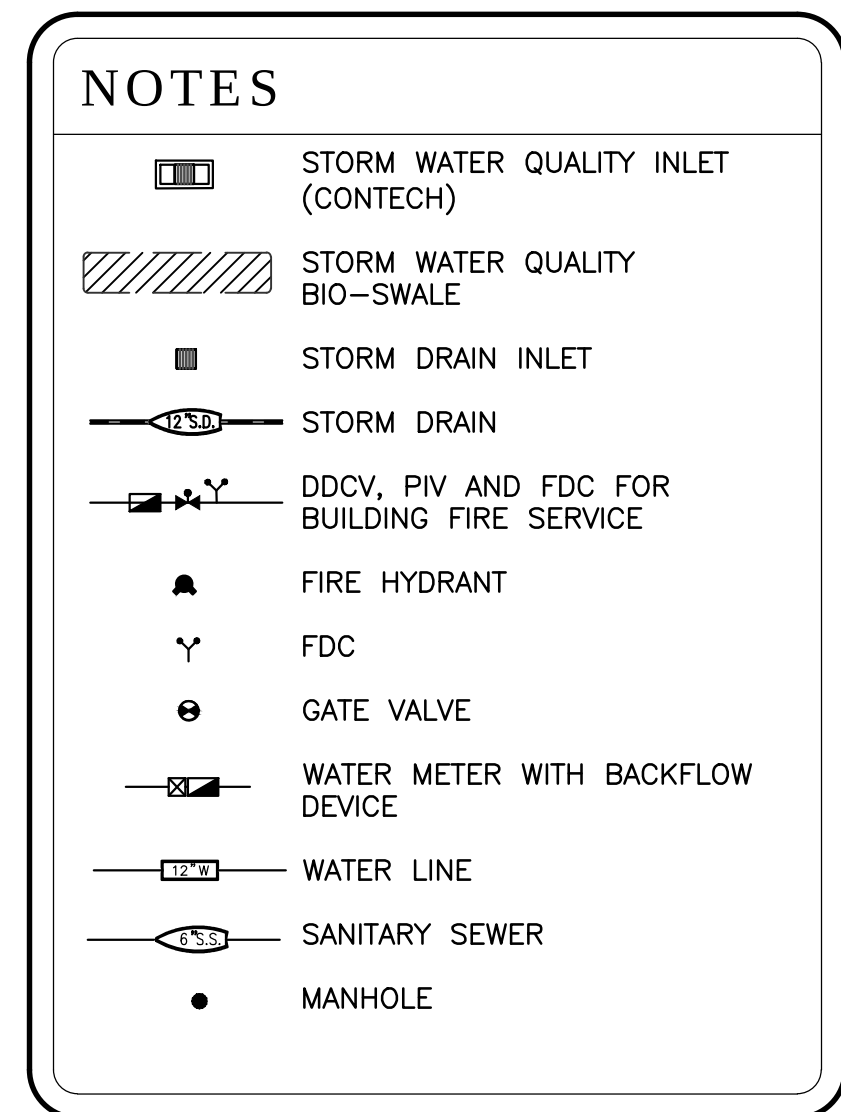
PROJECT NO.	104-010
DRAWN BY:	RSC Eng
CHECKED BY:	RSC Eng
DESIGNED BY:	RSC Eng

ANATOLIA RETAIL CENTER
DOUGLAS ROAD AND SUNRISE BLVD
RANCHO CORDOVA, CA

SHEET TITLE
PRELIMINARY
UTILITY
PLAN

SHEET NO
C-2
107

DATE: JULY 28, 2016



Volume: 000000
LAST MODIFIED: Jul. 29, 16 = 11:22
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P:\104-010\Long\Working Draw\04732-SITE PLAN-063015-BILL-MODIFIED.dwg

AGENDA ITEM 11.3

622 20TH STREET
SACRAMENTO, CALIFORNIA 95811
916.930.5900
www.skwarchitects.com



CLIENT AND PROJECT

ANATOLIA, LLC

7700 College Town Drive, Suite 118
Sacramento, CA 95826

ANATOLIA RETAIL CENTER

RANCHO CORDOVA, CALIFORNIA

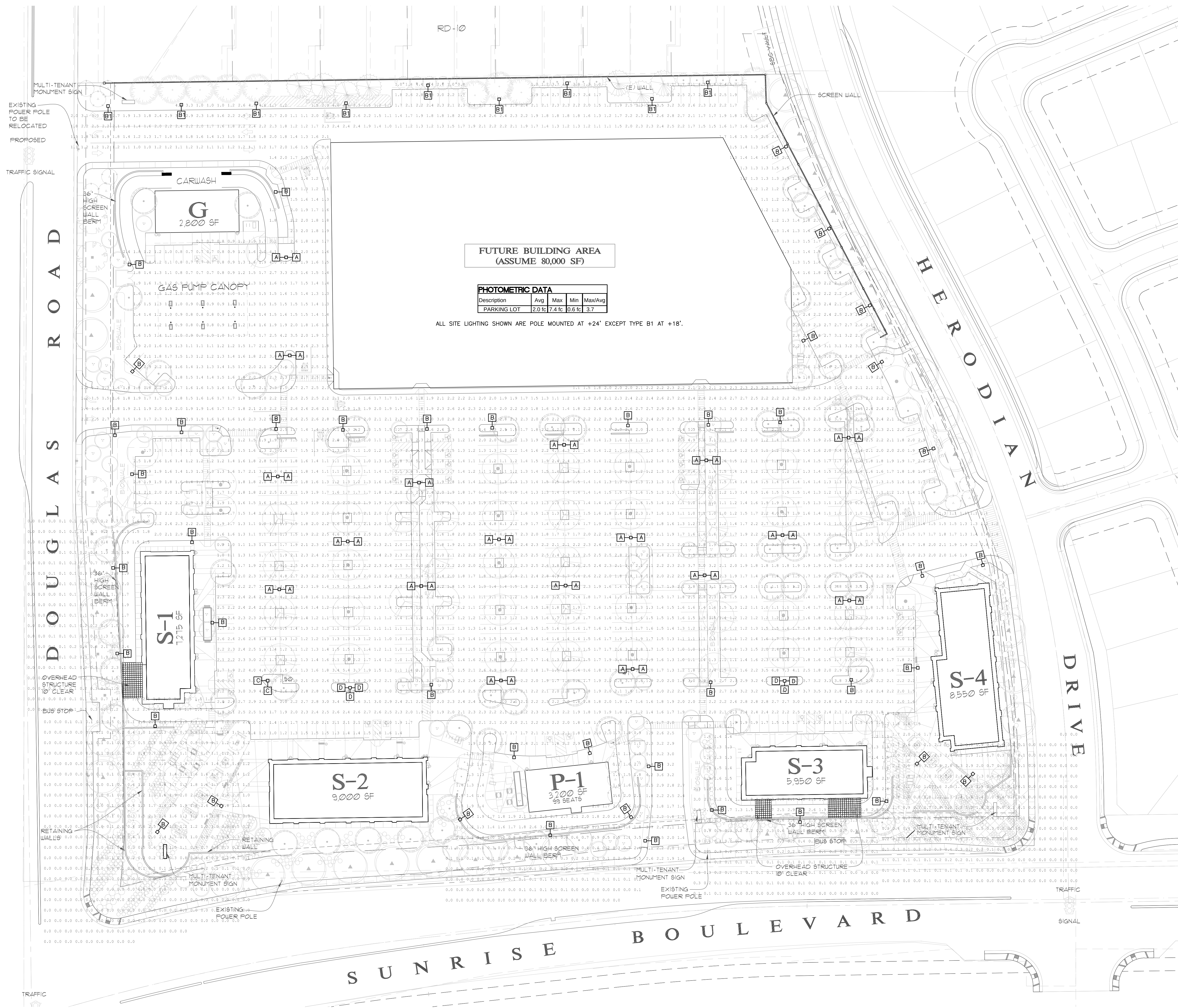
SHEET TITLE

SITE LIGHTING PHOTOMETRIC PLAN AND DATA

PROJECT NO. 16178		SHEET NO. SL-1
DRAWN BY CM	CHECKED BY RP	
ISSUE DATE 05-17-16		

SITE LIGHTING PHOTOMETRIC PLAN

SCALE: 1"=40'-0"



SOLID STATE AREA LIGHTING

VALULUME SERIES-PLED

S P E C I F I C A T I O N S

OPTICAL HOUSING

Heavy cast low copper aluminum (A356 alloy; <0.2% copper) assembly with integral cooling fins. The Optical Panel mounting surface is milled flat (surface variance $<\pm .003"$ over 12") to facilitate thermal transfer of heat to housing and cooling fins. Solid barrier wall separates optical and electrical compartments. The optical and electrical compartments are integrated to create one assembly. Minimum wall thickness is .188".

ELECTRICAL HOUSING w/ INTEGRATED ARM

Heavy cast low copper aluminum (A356 alloy; <0.2% copper) assembly with integral cooling ribs surrounding the electrical compartment and a flat surface on the top of the arm to accommodate a photocell receptacle. Solid barrier wall separates optical and electrical compartments. The optical compartment and electrical compartment with the integrated support arm combine to create one assembly. Minimum wall thickness is .188". Cast and hinged driver assembly cover is integrated with wiring compartment cover.

PLED™ OPTICS

Emitters (LED's) are arrayed on a metal core PCB panel with each emitter located on a copper thermal transfer pad and enclosed by an LED refractor. In asymmetric distributions, a micro-reflector inside the refractor re-directs the house side emitter output towards the street side and functions as a house side shielding element. Refractors are injection molded H12 acrylic. Each LED refractor is sealed to the PCB over an emitter and all refractors are retained by an aluminum frame. Any one Panel, or group of Panels in a luminaire, have the same optical pattern. LED refractors produce standard site/area distributions. Panels are field replaceable and field rotatable in 90° increments.

LED DRIVER(S)

Constant current electronic with a power factor of >.90 and a minimum operating temperature of -40°F. Driver(s) is/are UL and cUL recognized and mounted directly against the Electrical Housing to facilitate thermal transfer, held down by universal clamps to facilitate easy removal. In-line terminal blocks facilitate wiring between the driver and optical arrays. Drivers accept an input of 120-277V, 50/60Hz or 347V-480V, 50,60Hz.

LED EMITTERS

High output LED's are utilized with drive currents ranging from 350mA to 1050mA. 70CRI Minimum. LED's are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult Factory for other LED options.

FINISH

Electrostatically applied TGIC Polyester Powder Coat on substrate prepared with 20 PSI power wash at 140°F. Four step media blast and iron phosphate pretreatment for protection and paint adhesion. 400°F bake for maximum hardness and durability.

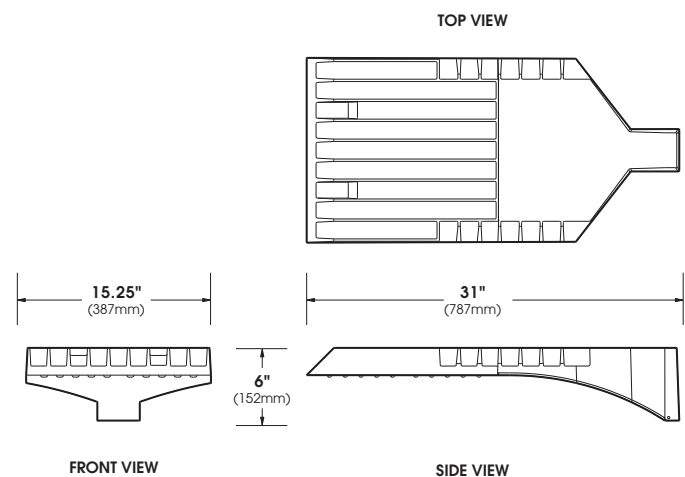
PROJECT NAME: ANATOLIA RETAIL CENTER

FIXTURE TYPE: FIVE TYPES: A, B, B1, C & D



PATENT PENDING

VLL PLED

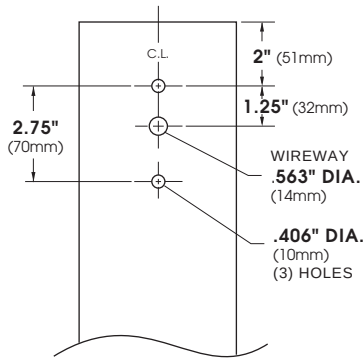


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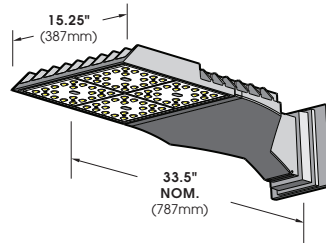
VALULUME SERIES - PLED

S P E C I F I C A T I O N S

POLE DRILLING TEMPLATE

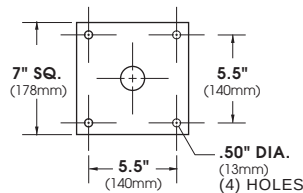


WALL MOUNT

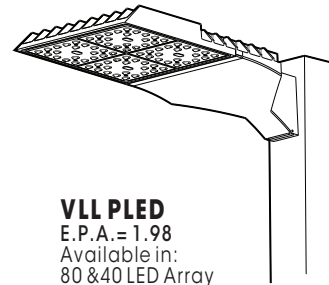


EXTRUDED ALUMINUM ARM AND CAST ALUMINUM WALL BRACKET ASSEMBLY PROVIDED WITH BUILT IN GASKETED WIRE ACCESS FOR FIXTURE/SUPPLY WIRE CONNECTION.

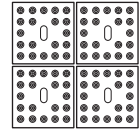
WALL PLATE



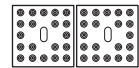
PLED™ MODULES



VLL PLED
E.P.A. = 1.98
Available in:
80 & 40 LED Array



80 LED Array



40 LED Array

No. of LEDs	Drive Current	System Watts	HID Equivalent
40	350mA	45	70 - 100
	525mA	66	100 - 150
	700mA	91	175
	1050mA	142	200 - 250
80	350mA	92	150 - 175
	525mA	136	200 - 250
	700mA	184	400
	1050mA	266	450

Spec/Order Example: VLL-LED/PLED-V-SQ/80LED-700mA/NW/277/1/RAL9005

S P E C / O R D E R I N G I N F O R M A T I O N

MODEL VLL-LED	OPTICS PLED-IV-FT	LED 40LED-1050mA-NW, V=TBD	MOUNTING SEE BELOW	FINISH TBD	OPTIONS B1-HS, ALL MS-F211
☒ VLL LED	PLED™ DISTRIBUTION ☐ TYPE II PLED-II ☐ TYPE II FRONT ROW PLED-II-FR ☐ TYPE II MEDIAN ILLUMINATOR PLED-II-ML ☐ TYPE III MED. PLED-III M ☐ TYPE III WIDE PLED-III W ☐ TYPE IV PLED-IV ☒ TYPE IV PLED-IV-FT ☐ TYPE V NARROW PLED-V-SQ-N ☐ TYPE V MED. PLED-V-SQ-M ☐ TYPE V WIDE PLED-V-SQ-W	No. LEDs ☐ 80LED ☒ 1050mA ☒ NW (4000K)* *STANDARD ☐ 40LED ☐ 700mA ☐ CW (5000K) ☐ 525mA ☐ WW (3000K) ☐ 350mA OTHER LED COLORS AVAILABLE CONSULT FACTORY VOLTAGE ☐ 120 ☐ 208 ☐ 240 ☐ 277 ☐ 347 ☐ 480	ARM MOUNT ☒ 1 B, B1 ☒ 2-180 A ☒ 2-90 C ☐ 3-120 ☒ 3-90 D ☐ 4-90 ☐ UNIVERSAL POLE ADAPTOR. UPA WALL MOUNT ☐ WM	STANDARD TEXTURED FINISH ☐ BLACK RAL-9005-T ☐ WHITE RAL-9003-T ☐ GREY RAL-7004-T ☐ DARK BRONZE RAL-8019-T ☐ GREEN RAL-6005-T FOR SMOOTH FINISH REPLACE SUFFIX "T" WITH SUFFIX "S" (EXAMPLE: RAL-9005-S) SEE USALTG.COM FOR ADDITIONAL COLORS	☐ HIGH-LOW DIMMING FOR HARDWIRED SWITCHING OR NONINTEGRATED MOTION SENSOR HLSW ☒ INTERNAL HOUSE SIDE SHIELD HS-PLED B1 ☐ PHOTO CELL + VOLTAGE (EXAMPLE: PC120V) PC+V ☐ TWIST LOCK PHOTO CELL + VOLTAGE (EXAMPLE: PC120V) TPC+V ☐ TWIST LOCK RECEPTACLE ONLY TPR ☐ 7-PIN TWIST LOCK RECEPTACLE ONLY TPR7 ☐ SINGLE FUSE (120V, 277V, 347V) SF ☐ DOUBLE FUSE (208V, 240V, 480V) DF ☒ STEP DIM MOTION SENSOR (PROGRAMMED 50/100) MS-F211 ALL ☐ REMOTE MOTION SENSOR CONFIGURATOR MS-FC10

VALULUME SERIES - PLED

LAMP/ELECTRICAL GUIDE

LED COUNT	SOURCE TYPE	SOURCE	INITIAL LUMENS - 4000K	INITIAL LUMENS - 3000K	INITIAL LUMENS - 5000K	L70 GREATER THAN (HR)	STARTING TEMP.	SYSTEM WATTS	VOLTS	MAX INPUT AMPS
40	LED	40 PLED Optical Module - 350mA	5,077 - 5,464	4,445 - 4,784	5,199 - 5,595	60,000+	-20°F	45	120 277	0.38 0.17
40	LED	40 PLED Optical Module - 525mA	6,977 - 7,507	6,108 - 6,573	7,144 - 7,687	60,000+	-20°F	66	120 277	0.58 0.25
40	LED	40 PLED Optical Module - 700mA	8,425 - 9,067	7,376 - 7,938	8,627 - 9,285	60,000+	-20°F	91	120 277	0.76 0.33
40	LED	40 PLED Optical Module - 1050mA	10,956 - 11,792	9,592 - 10,324	11,219 - 12,075	60,000+	-20°F	142	120 277	1.19 0.52
80	LED	80 PLED Optical Module - 350mA	10,153 - 10,926	8,889 - 9,566	10,397 - 11,188	60,000+	-20°F	92	120 277	0.77 0.34
80	LED	80 PLED Optical Module - 525mA	13,952 - 15,015	12,215 - 13,146	14,287 - 15,376	60,000+	-20°F	136	120 277	1.14 0.50
80	LED	80 PLED Optical Module - 700mA	16,851 - 18,139	14,752 - 15,877	17,254 - 18,570	60,000+	-20°F	184	120 277	1.54 0.67
80	LED	80 PLED Optical Module - 1050mA	23,188 - 25,864	20,301 - 22,644	23,745 - 26,448	60,000+	-20°F	266	120 277	2.22 0.96

NOTES:

1. Max Input Amps is the highest of starting, operating, or open circuit currents
2. Lumen values for LED Modules vary according to the distribution type
3. System Watts includes the source watts and all driver components.
4. Fuse value should be sufficient to protect all wiring components. For electronic driver and LED component protection, use 10KV - 20KV surge suppressors.
5. L70(9K) - TM-21 6x rule applied

WARNING: All fixtures must be installed in accordance with local codes or the National Electrical Code. Failure to do so may result in serious personal injury.

Anatolia Retail Center

Index

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Master Sign Program

September 1, 2015

Sign Vendor / Designer

Pacific Neon Co.
2939 Academy Way
Sacramento, CA 95815
916.927.0527
Contact: Ralph Cundiff
www.pacificneon.com

Owner

Anatolia, LLC
7700 College Town Drive, Suite 118
Sacramento, California 95826

Standardized Tenant Sign Design Intent

Signage Objectives

- 1. To foster imaginative and creative sign content that is unique, compelling and attractive while complimenting the architecture and building color palette.
- 2. To generate signage that is an integral design element to the Delta Shores shopping experience while reflecting the community's design aesthetic and values.
- 3. To establish aesthetic and practical sign standards in order to facilitate the review process and approval from the landlord and the City.

Sign Allowances Per Building Designation

Maps are provided to determine Building Tenant Type which will designate specific allowances accordingly. Tenants and their employed designers / sign contractors will need to refer to their designated zoning in order to provide sign designs in compliance within those specified allowances.

Sign Enforcements for Non-Compliance

Landlord reserves the right to remove any signs installed without prior written approval from either the landlord or city. Signs that deviate from landlord or city approved drawing designs are subject to removal as well. Signs that are non-compliant will be removed at tenant's expense including but not limited to disposal, repair and repainting. Any damages to building as a result of non-compliant signage will be the financial responsibility of tenant. Signs must be manufactured and installed by a licensed and bonded sign fabricator. All electrical signs must comply with existing city and state building codes and must meet the standards as outlined by Underwriters Laboratory standard construction mandates. Failure of meeting these code standards may result in sign removal by landlord at tenant expense as well.

Tenant Sign Criteria Agreement

This tenant sign criteria is part of the Tenant's Lease Agreement and must comply with these standards as a requirement for leasing retail space.

Allowed Building Sign Types

This Master Sign Program encourages creative, dynamic Design and architecturally compatible sign solutions. We want our customers to feel our development adds value to the community and provides a family friendly environment to showcase retailers in the best possible

circumstances. Signs should show attention to details and construction with appropriate graphics and colors. Signs should have dimensional elements integral to the design which demonstrates a thoughtful presentation of the business. Primary signs should be lit either indirectly and internally

Building Signs

- 1. **Face Illuminated Pan Channel Letters / Logo**
Individual letters, fabricated aluminum, pan channel construction with acrylic faces. Faces may have colored acrylic or vinyl film overlays. Internal illumination to be provided by LEDs or neon. Letters may have shaped F.C.O. background if it is an integral part of logo or provides contextual background to sign. Letters may be flush or pegged off of fascia. Exposed conduit or electrical not allowed.
- 2. **Halo Illuminated Reverse Pan Channel Letters / Logo**
Individual letters, fabricated aluminum, reverse pan channel construction with clear Lexan backs for weather-proofing. Internal illumination to be provided by LEDs or neon. Halo effect may be White or colored at tenant's discretion. Letters may have shaped, F.C.O. offset outline background if it is an integral part of logo or provides contextual reference to the sign design. Letters/logo may also be edge mounted to canopy with raceway architecturally integrated into canopy structure. Exposed conduit or electrical not allowed.
- 2. **Halo / Face Illuminated Logo**
Fabricated aluminum, reverse pan channel construction with clear Lexan backs for weather-proofing. Face to be rout out aluminum with 1/2" Clear push thru or backed with acrylic application. Internal illumination to be provided by LEDs or neon. Halo effect may be White or colored at tenant's discretion. Letters may have shaped, F.C.O. offset outline background if it is an integral part of logo or provides contextual reference to the sign design. Letters/logo may also be edge mounted to canopy with raceway architecturally integrated into canopy structure. Exposed conduit or electrical not allowed.

Ancillary Signs

Ancillary signs are signing opportunities which are not considered as part of the allowable sign area calculations. These signs are considered subordinate to the main sign and are generally at retail entrance eye level.

- 1. **Illuminated OPEN Signs**
Illuminated OPEN signs are not necessary, but are allowed as an option for retail tenants. (1) illuminated OPEN sign is permitted as long as it does not to exceed 12" in height. Sign must be placed

near or above entrance. Neon or LED signs are allowed, but must not flash. Cords must terminate in ceiling and must not be visible from outside.

- 2. **Permanent Window Graphics**
Window graphics must be permanent and applied second surface to tenant windows. Graphics must be professionally designed and installed by licensed sign contractor. Permanent window designs must be submitted to landlord as a document drawing with all dimensions specified along with materials used for approval. Materials may be permanent sign paint, gold leaf and vinyl film. Window glass may also be decoratively etched.
- 3. **Professionally Printed Temporary Window Graphics**
Temporary window graphics are permitted only if they are professionally printed window graphics that do not obscure more than 20% of the total window area. Graphics must be printed, "cling" style vinyl film. Faded or inappropriate graphics are subject to removal by order of landlord.
- 4. **Door / Sidelight Operational Graphics**
All tenants must provided hours of operation either on the door or sidelight window adjacent to doors. Hours to be minimum 3/4" individual letters/numerals graphic vinyl film overlays on windows. Tenants may also display business name or logo on doors or sidelights which may be either vinyl film overlays or professionally applied gold leaf graphics. Tenant may also display as secondary copy on either door or sidelights credit card information or security systems employed.

Prohibited Signs

In order to provide consistency of image and provide the optimal shopping experience for our Delta Shores customers, we do not allow certain sign types or signing situations which would distract from our goal of maintaining a family friendly and pedestrian friendly retail environment. Tenants must follow these design guidelines for uniform compliance according to our visual and architectural standards.

Non-Compliant Sign Examples

- 1. **Flashing or Animated Letters**
Illuminated, flashing or motorized (moving) individual letters or sequenced flashing of lighting within letter forms is strictly forbidden and will not be considered for design review.
- 2. **Flashing or Animated Indirect Lighting Fixtures**
Flashing or motorized (animated) lighting fixtures which indirectly illuminate signs will not be allowed.

Anatolia Retail Center Master Sign Program

3. Cabinet-Style Signs

Box style cabinets are prohibited as primary sign identification. Its use will be allowed only under special circumstances where it is incorporated as an integral element in an established or registered tenant logo. Landlord reserves the right to final approval, which must be obtained in writing.

4. Roof Mounted Signs

Any sign that is roof mounted or extends past the roof line is strictly prohibited.

5. A-frame or Freestanding Sidewalk or Landscape Signs

Any temporary or movable freestanding signs are considered pedestrian hazards and are not permitted. Landscape "kicker" type temporary board signs are considered a blight to landscaping features and are not permitted.

6. LED Message Boards

Any LED message board on a tenant's building fascia or visible through a window is strictly prohibited. These are considered as animated signage or flashing signage and is not allowed.

7. Painted "Sales" or "Specials" Graphics on Windows

Hand-painted, temporary looking graphics on windows for sales, seasonal sales or special promotions are not permitted.

General Sign Design Guidelines

These guidelines are to help tenants determine appropriate sign solutions for their business as well as provide a general outline of how to get the landlord sign approval process started. The landlord reserves the right for final approval on designs, typography, colors, materials and sign content.

Visual Open Space Requirements

In order to preserve proper visual appearance of signage on tenant buildings, the overall sign height and width must not exceed 80% of the horizontal fascia open area nor 80% of the vertical fascia open area. Landlord reserves the right to adjust these percentages higher or lower depending on specific architectural considerations or irregular fascia areas.

Sign Design / Placement

1. Signs should be centered over entrance doors, but also may be centered on tenant frontage or where the building architecture creates a logical area for sign placement.
2. All sign concepts / logos are to be generated from "camera-ready" electronic, vector artwork by a professional designer or sign contractor with scaled architectural elevation drawings illustrating placements, size, materials, construction/section details and attachment details. Drawings to be submitted to the Landlord for written approval prior to submittal to the City. Signs should strive to incorporate creative design / construction and innovative sign solutions are encouraged.
3. All signs should fit in allotted fascia/wall area with plenty of visual open space between sign and edges or architectural breaks. A minimum of 6" space is required from sign edge and building fascia/wall edges, but more may be required if landlord deems that the sign looks visually cramped or out of scale with building architecture.
4. Dimensional letters and signs should have hidden attachment to building fascia unless attachment is part of the design element (in which case, will require special design approval from landlord).

Type styles

1. Type styles are at a tenant's discretion, but if tenant has an established logo design with custom fonts, they may use them accordingly. Fonts may be serif or sans serif or script style and may be a modified style as well. Upper and lower case characters with ascenders and descenders are allowed and may be arranged in multiple lines in tenant sign space and sign square footage allows.

Lighting

1. Only letters and logos shall transmit light. Backgrounds may be illuminated indirectly through reverse pan channel or halo illuminated letters.
2. All illuminated signs are to be controlled by a timer and must have a remote, disconnect switch.
3. All raceway or wire ways to be concealed behind letters and painted to match existing wall surfaces. No exposed conduit or electrical wiring to be exposed.

Colors

1. Colors of individual letters to contrast with background wall/fascia. Letters/logo should be legible both in daytime as well as night.
2. Creativity in color and design but unconventional color schemes or colors that might clash with fascia color should be cleared with landlord prior to sign design submittal.

Materials

It cannot be stressed more the importance of quality materials with refined finishing to foster a professional image for tenant signs. Here is a list of acceptable sign construction materials, but this list is for a starting reference only. Newer materials may become available or materials not commonly associated with sign construction may be acceptable, but would require further clarification for landlord approval:

1. Dimensional geometric shapes with either painted coatings or burnished finishes.
2. Automotive/industrial grade paints in either polished, satin or matte finishes.
3. Metal screens, grids or mesh backgrounds to add shadowing interest.
4. Etched or brushed metal finishes.
5. Cut, fabricated or abraded steel and aluminum with finished edges.
6. Acrylic and Lexan in white, colored, clear and transparent finishes with or without vinyl film decoration.
7. Acrylic and Lexan in white, colored, clear and transparent finishes with or without vinyl film decoration.
8. Vinyl film overlays. Vinyl film may be matte, gloss or satin finish in black, white, clear or colored finishes. Films may be digitally printed with U.V. laminate film overlay. Outdoor life rating of films must be at least 3 years and manufacturer must be specified in design approval drawings.
9. Wood with weather protective coating.

Sign Area Measurement

Anchor & Junior Anchor Sign Area Calculation
20,000 Square Feet or Above

Sign Area (3:1)

- 1. 3 Square feet of sign area per 1 linear tenant foot of frontage for up to 3 sides of their leased building.
- 2. 72" Maximum letter Height. 96" Maximum logo Height.
- 3. Overall length not to exceed 80% of the fascia to which the sign is designated.
- 4. Overall height not to exceed 80% of the fascia to which the sign is designated.

Shop & Pad Tenant Sign Area Calculation

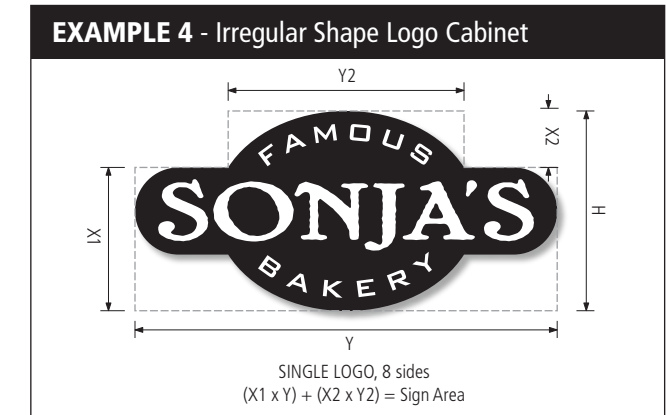
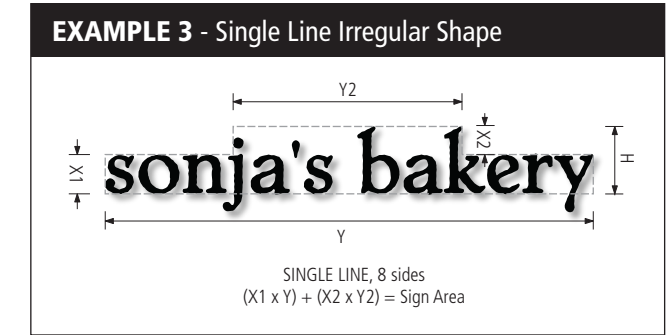
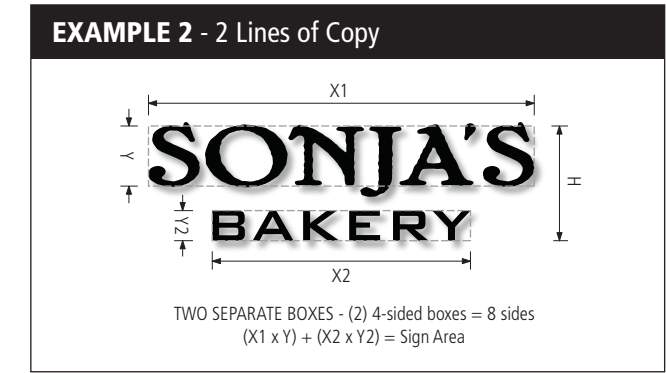
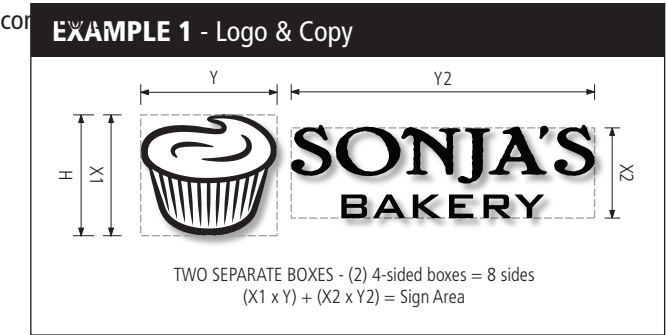
Sign Area (2:1)

- 1. 2 Square feet of sign area per 1 linear tenant foot on front and rear elevations. End cap tenants will be allowed and additional 2 Square feet of sign area per 1 linear tenant foot on the end cap frontage.
- 2. 24" Maximum letter Height.
- 3. 36" Maximum logo Height.
- 2. Overall length not to exceed 80% of the fascia to which the sign is designated.
- 3. Overall height not to exceed 80% of the fascia to which the sign is designated.

Sign Area Measurement

The following exhibits illustrate the methods of determining maximum square footages for letter form/logo area allowances.

Sign area is calculated by multiplying (x) times (y) or by outlining the sign with not more than (8) eight straight lines surrounding the outermost extents of the finished sign and calculating the area contained within (may be split into 2 boxes). More specific methods depending on individual circumstances are described below. Overall letter form/logo height is always represented by the designation of (h). Calculation of words with lower case copy, descenders (y, q, p, g, j) are not counted when creating area boxes. See examples for specific sign layout



Construction Requirements

These requirements are non-negotiable and are part of the lease agreement between Tenants and the Landlord. Violation of the requirements may rescind or revoke Tenant Lease by Landlord.

General

- 1. Accordance and acceptance of provisions set forth in these sign criteria as well as all other applicable local and state codes, ordinances and laws.
- 2. All signs must meet all minimum standards and design criteria as outlined by this Master Sign Program and must be approved in writing by the landlord prior to permit submittal. Failure to do so will result in non-compliant or non-approved signs to be removed at tenant's expense. Any repair to damage of building structure by sign removal will be the financial responsibility of the tenant.
- 3. It is the tenant or the agent working on behalf of the tenant's responsibility to secure all permits for construction and installation of all sign work. The landlord accepts no responsibility for the sign's compliance to local or state building codes or ordinances, nor accepts any responsibility for the safety and maintenance of the tenant's sign. Any fines or penalties incurred by tenant for non-compliance with local and state building codes or ordinance is the sole legal and financial responsibility of the tenant. The landlord has sole compliance control over the aesthetics and intent of tenant signage as outlined in this Master Sign Program.

Fabrication / Installation Requirements

- 1. Sign construction and fabrication will be held to highest industry standards in terms of finish and workmanship. All graphics including logo and typography shall be accurately reproduced as indicated in the landlord approved, scaled drawings. Landlord reserves the right to reject any sign work that is inferior in workmanship, finish or operation.
- 2. Sign design shall be executed by a professional graphics designer and reproduced in a vector file format for accurate manufacturing. Sign fabricator shall be a state licensed sign contractor. Installation shall be executed by either a state licensed sign contractor with a commercial electrical license or a building contractor with an electrical license. All work by contractors to be bonded. Proof of bonding will be required by landlord for approval.
- 3. Construction shall be made of durable materials with either corrosion resistant properties or paint / coating that are resistant to

Anatolia Retail Center Master Sign Program

oxidation and corrosion. Exact materials and colors shall be specified in construction drawings submitted to landlord for approval.

- 4. Metal letters with non-illuminated, reverse pan channel construction shall have full welds or soldered seams with all joints finished smooth with no visible gaps.
- 5. Ferrous to non-ferrous metal contacts to be separated with non-conductive gaskets to prevent electrolysis between contacting surfaces. Additionally, stainless steel fasteners are to be used to secure ferrous to non-ferrous metals.
- 6. All paints and finishes to be provided as physical samples to landlord for approval prior to manufacturing. Only automotive grade or commercial grade paint receptive to exterior metal surfaces shall be used. No painting on site will be accepted for sign work except for touch-up detailing. Paints are required to be formulated for exterior use. Powder coating is also an acceptable method, but also requires a physical tile sample for landlord approval.
- 7. Exposed fasteners shall be countersunk with flathead's to minimize visibility. All fastener heads to be painted to match adjacent surface.
- 8. Metal surfaces shall be uniform in appearance. Flat surfaces shall not exhibit oil-canning or show signs of warping. Paint surfaces with orange-peeling, dust, drips or runs will be rejected for repainting. All painted surfaces shall conform to the highest industry standards.
- 9. All lighting shall match the exact specifications as approved on construction drawings. Any deviation or changes must be made in arrangement and approval by landlord prior to installation.
- 10. Weep holes on bottom will be required for all illuminated sign work including cabinets and letters. Holes must not be too large to show significant light leakage or must be baffled.
- 11. Uniform illumination of letter forms and cabinets will be required. Sign faces to show uniform illumination and brightness for all copy and logos. Halo illumination should be uniform with no gapping as is problematic with LED lighting without diffusion.
- 12. All conduit, cross-overs, J-boxes, wiring, ballast boxes, transformers, disconnect switches and other related hardware required for electrical hook-up for signs shall be concealed. Fasteners and clips to have minimal exposed so as to not be visible from street or normal pedestrian level angles and must be painted to match existing surfaces. Carbon-bearing steel or signs with ferrous metals in construction, must have those surfaces weather-treated with appropriate paint or powder coating. Unpainted black iron material is not permitted.

- 13. Fabrication/construction of electrical signs and installation of electrical signs shall comply with UBC, NEC and local/state electrical codes. Signs shall be manufactured with U.L. approved and registered sign vendors. All electrical fixtures, including signs shall have registered U.L. compliance labels affixed to surface of sign.
- 14. All penetration into building walls for electrical or sign fasteners shall be made waterproof and warranted as such by sign contractor or building contractor executing the installation of sign.
- 15. Exact locations of signs are to be indicated on building elevation drawing which are to be submitted to landlord for approval. Where applicable, placement should show exact reference measurements of sign location in order to assess wall accessibility, structural obstructions or other special circumstances which might hinder or prevent sign installation.
- 16. Manufacturer's label shall be in an inconspicuous location, not easily visible from normal pedestrian level angle.

Tenant Signage Approval Process

Artwork- Logos & Typography

- 1. Sign artwork to be generated as electronic, vector file format by a professional graphic designer or sign company. Artwork to be converted into PDF format for approval by landlord before proceeding with sign conceptual for tenant space. Artwork shown for approval shall be the exact same artwork as used in sign production.

Sign Concept Drawing Submittal

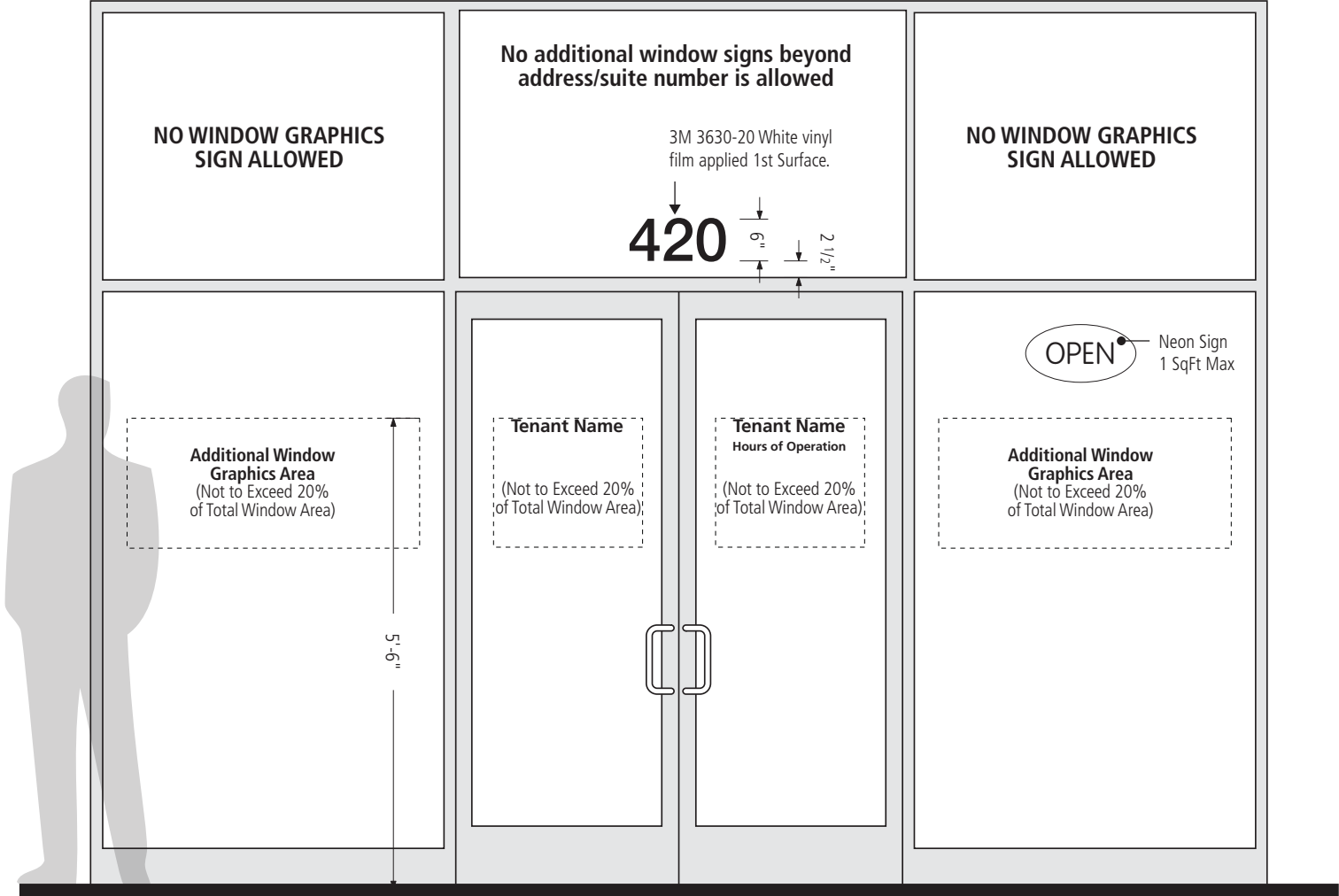
- 1. Upon approval of initial logo design by landlord, (4) sets of complete drawings are to be submitted to landlord for approval. Incomplete drawings will be rejected. All submitted drawing sign packages should contain:
 - A. Fully dimensioned drawings of sign along with side view. Materials (including specific manufacturers if proprietary), colors (including Manufacturer and exact color specifications or labeling), lighting specification with color specifications if necessary, attachment method details with exact specifications for fastener type and quantity, and dimensioned section details with additional information regarding metal thickness, points of attachment and electrical diagram with loads specified. Drawings should be in color on 11" x 17" minimum sheet size.

- B. Fully dimensioned drawings of tenant building elevation(s). Sign should be shown in scale with building elevation drawings indicating exact placement with dimensioned offsets from architectural features indicated for each sign.

- 2. Drawing submitted shall be reviewed by landlord for conformance to sign criteria as outlined. Landlord shall respond within (15) working days upon receipt of drawings with either a signed approval or rejection notice of submitted plans. Rejected plans will be red lined with indications of modifications or clarifications as needed to obtain approval by landlord. Landlord reserves right and discretion for approval or denial of submitted sign drawings. Tenant must resubmit drawings until landlord deems the design acceptable and the sign package detailing is deemed complete. Tenant must have written landlord approval before proceeding forward with permitting process.
- 3. Following landlord's approval of sign package drawings, tenant or his agent shall submit drawings signed by landlord to the City for sign construction and installation permits. Additional information may be required as part of the drawing package in order for the tenant to secure permits. Tenant shall comply with the City to modify drawings accordingly at tenant's own expense until permit(s) is issued. Once tenant or his agent has secured permits for sign work, copies must be delivered to landlord as proof of compliance prior to installation.
- 4. Signs shall be inspected upon installation by landlord or landlord's representation to assure compliance with sign criteria and for quality control. Any work out of compliance or deemed unacceptable for workmanship shall be repaired/replaced at tenant's expense. Landlord will furnish tenant with a punch-list of non-compliance issues which will require corrective action. Any corrections must be completed within (15) working days unless arrangements have been made in writing with landlord for any extensions of corrective work.

Tenant Door & Window Graphics

1. Window signs are limited to tenant name, logo, hours of operation or graphics related to business identity.
2. Window signage must not exceed 20% of the glazed area of the individual window panes.
3. All tenants are required to have address numerals applied in transom area, over entrance doors as shown. Address numerals shall be 6 inch copy, centered over entrance door(s). Font of address numerals shall be Helvetica Neue 65 Medium.
4. All tenants are required to have hours of operation as part of their window graphics package and should be located either on entrance door or adjacent sidelight window. Hours should be displayed at an appropriate height and visibility.
5. Graphics/copy on doors, address numerals and hours of operation shall be White vinyl film.
6. No limitation on design or color for secondary graphics located on sidelight window(s) provided that window graphics relate to tenant business or services.
7. Paper, hand painted holiday signs or temporary signs are strictly prohibited.
8. No graphics of any kind are allowed on the upper windows and door transom (except address numerals).
9. Graphics that are perceived as abusive, inflammatory or obscene by community standards are strictly prohibited and are subject to immediate removal at tenant expense.
10. No block-out film to obscure or hide occupying tenant space will be allowed.
11. All window graphics are subject to review and approval at Landlord's discretion. Violation of guidelines will require removal of window graphics at tenant's own expense.
12. Electric (neon) or L.E.D. "OPEN" signs are allowed but limited area of 1 Sqft. Sign area total.
13. Upon termination of lease, all window signs must be removed at tenant's expense. Glazing must be return to original condition. If glazing can not to returned to original condition, tenant is required to provide replacement at tenant's own expense.



Window Graphics

Scale 1/2"=1'-0"

Halo Lit Reverse Pan Channel Numerals (for Light Backgrounds)

Letters to be fabricated aluminum, reverse pan channel construction. Returns and faces to be aluminum painted Black, satin finish. White LED illumination. Numerals to be mounted with 1 1/2" spacers to building fascia background.

Face Lit Pan Channel Numerals (for Light Backgrounds)

Letters to be fabricated aluminum, pan channel construction. Returns and trimcap to be aluminum painted Black, satin finish. 020 White acrylic faces with applied 3M 3635-222 Black Day/Night vinyl film. White LED illumination. Numerals to be flush mounted to building fascia background.

Pan Channel Numerals (for Dark Backgrounds)

Letters to be fabricated aluminum, reverse pan channel construction. Returns and faces to be aluminum painted White, satin finish. White LED illumination. Numerals to be flush mounted to building fascia background.

Face Lit Pan Channel Numerals (for Light Backgrounds)

Letters to be fabricated aluminum, pan channel construction. Returns and trimcap to be aluminum painted Black, satin finish. 015 White acrylic faces. White LED illumination. Numerals to be flush mounted to building fascia background.



Numerals (for Light Backgrounds)

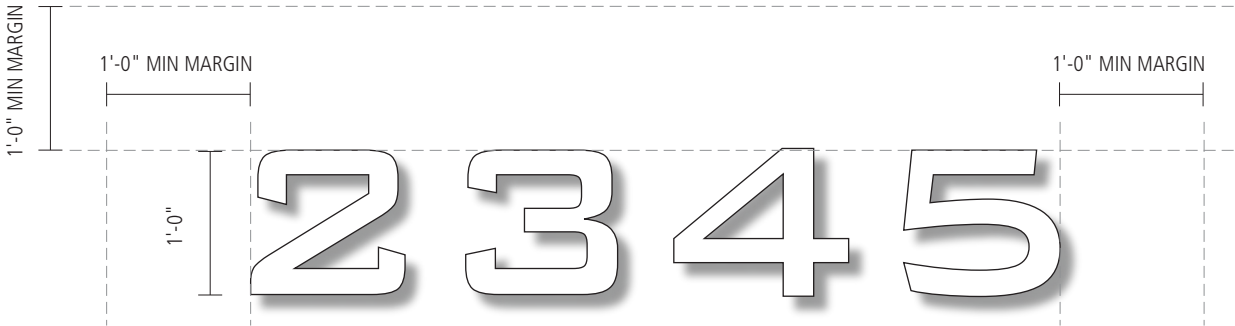
Scale 3/4" = 1'-0"

3" 1/2"



End View

Scale 1" = 1'-0"



Reverse Pan Channel Numerals (for Light Backgrounds)

Scale 3/4" = 1'-0"

3" 1/2"



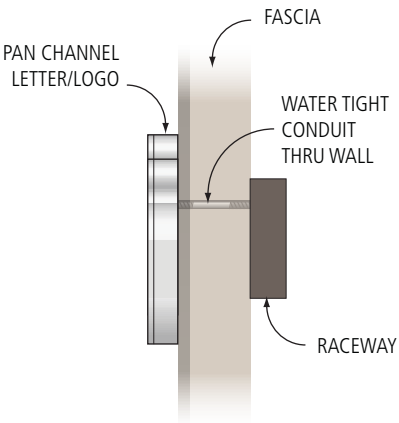
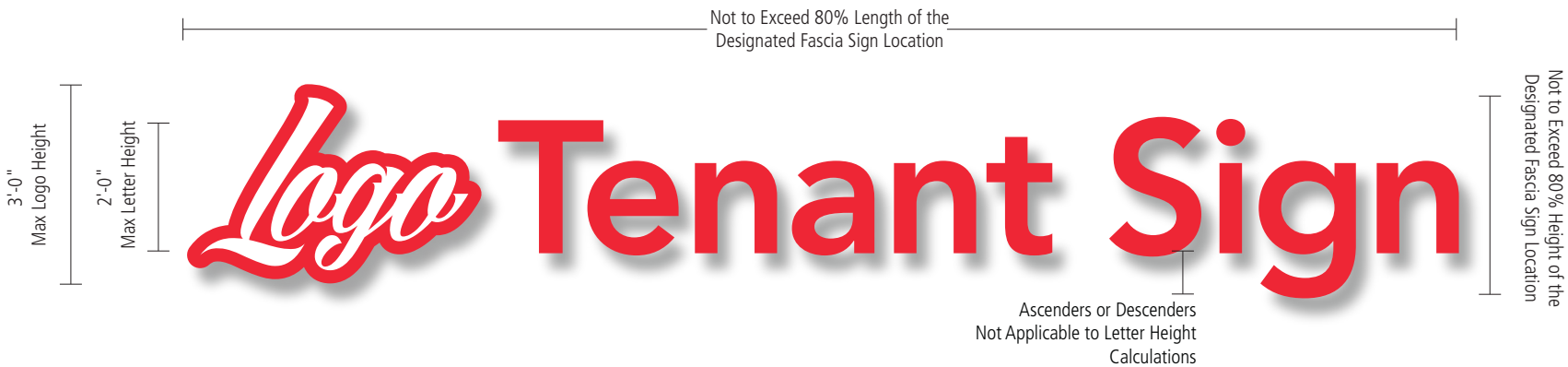
End View

Scale 1" = 1'-0"

Anatolia Retail Center Master Sign Program

Face Illuminated Pan Channel Letters

- 1. Letters to be fabricated aluminum, pan channel construction. Faces to be acrylic with or without vinyl film overlays. Letters / logo to be internally illuminated with either LEDs or neon.
- 2. Power supplies / transformers to be located inside hidden raceway. Letter / logo construction methods to comply with U.L. Electrical and local/state building code standards.
- 3. Hidden (behind wall, attic, etc) raceway to house all electrical jumps and transformer / power supply units. Construction methods to comply with U.L. electrical standards.



End View
Not to Scale



Letter Face Illumination

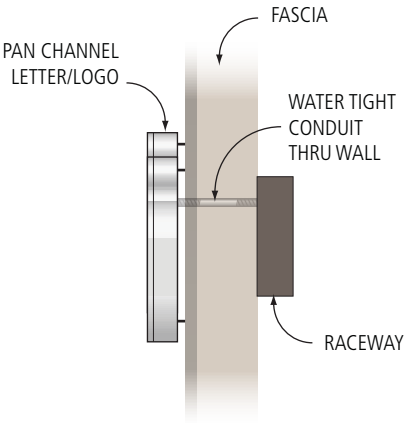
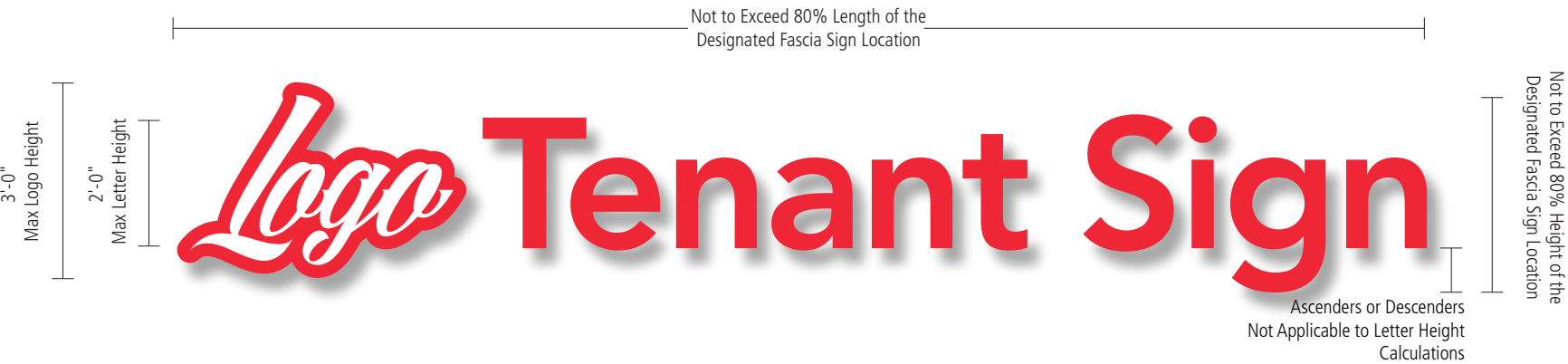


Logo Face Illumination

Anatolia Retail Center Master Sign Program

Halo Illuminated Letters / Face & Halo Illuminated Logo

- 1. Letters to be fabricated aluminum, reverse pan channel construction. Clear Lexan backs with LED Halo illumination.
- 2. Logo to be fabricated aluminum, reverse pan channel construction. Face to be rout out with push thru or backed with acrylic. Clear Lexan backs. LED Halo & Face illumination.
- 3. Power supplies / transformers to be located inside hidden raceway. Letter / logo construction methods to comply with U.L. Electrical and local/state building code standards.
- 4. Hidden (behind wall, attic, etc) raceway to house all electrical jumps and transformer / power supply units. Construction methods to comply with U.L. electrical standards.



End View
Not to Scale



Letter Halo Illumination

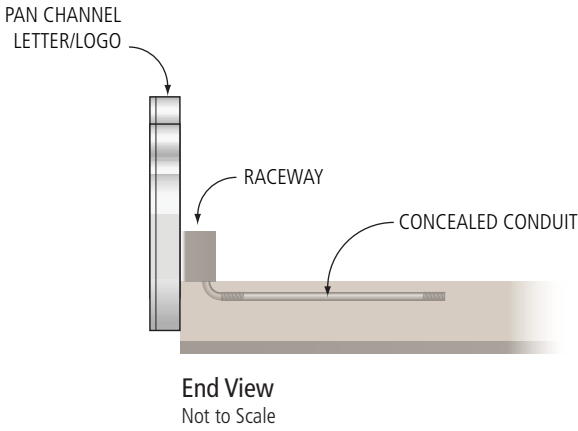
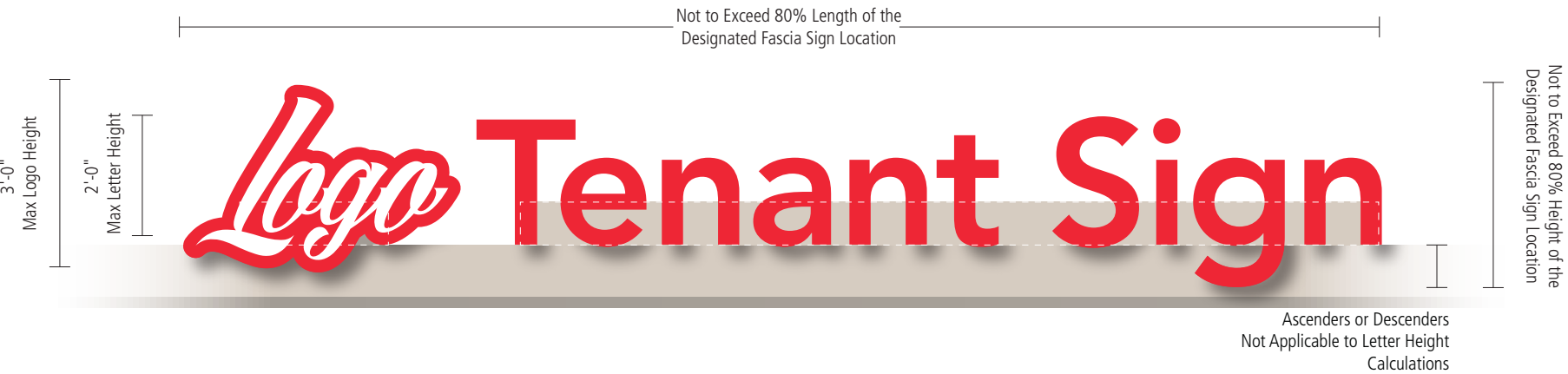


Logo Face / Halo Illumination

Anatolia Retail Center Master Sign Program

Face Illuminated Pan Channel Letters

- 1. Letters to be fabricated aluminum, pan channel construction. Faces to be acrylic with or without vinyl film overlays. Letters / logo to be internally illuminated with either LEDs or neon.
- 2. Power supplies / transformers to be located inside raceway. Letter / logo construction methods to comply with U.L. Electrical and local/state building code standards.
- 3. Raceway to house all electrical jump and transformer / power supply units. Construction methods to comply with U.L. electrical standards.



Letter Face Illumination



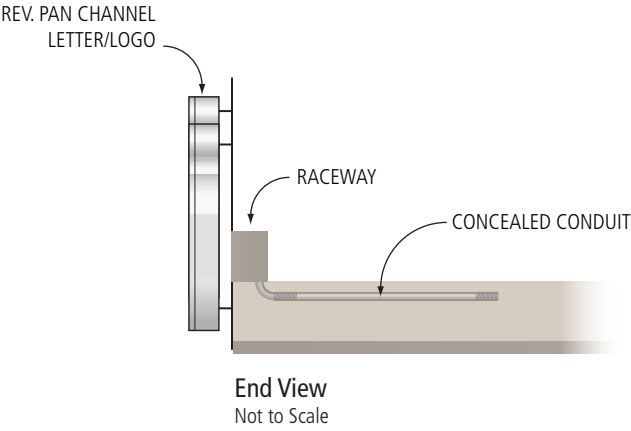
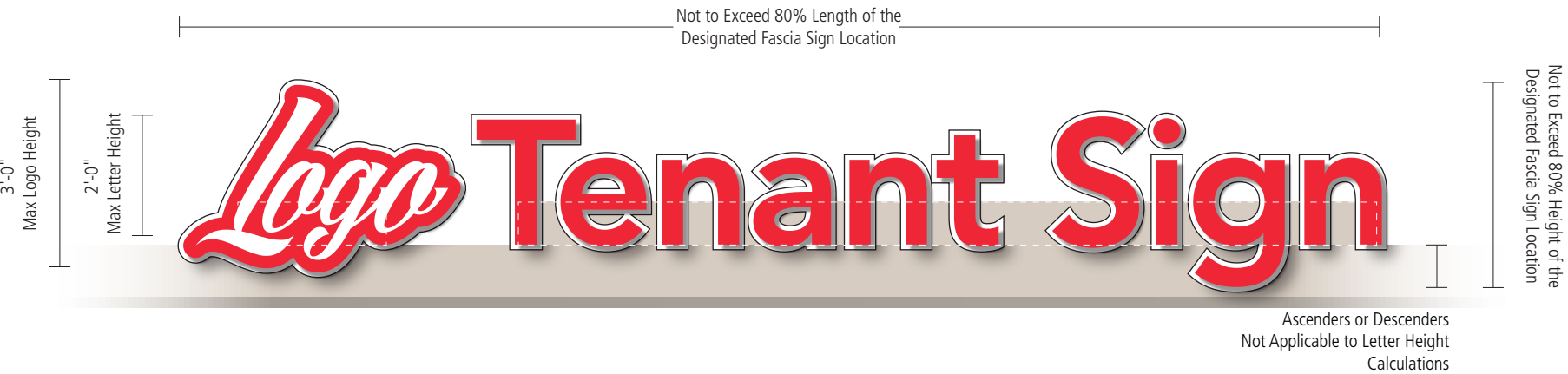
Logo Face Illumination



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Halo Illuminated Letters / Face & Halo Illuminated Logo

- 1. Letters to be fabricated aluminum, reverse pan channel construction. Clear Lexan backs. White aluminum offset backer panel. LED Halo illumination.
- 2. Logo to be fabricated aluminum, reverse pan channel construction. Face to be rout out with push thru or backed with acrylic. White aluminum offset backer panel. LED Halo illumination.
- 3. Power supplies / transformers to be located inside raceway. Letter / logo construction methods to comply with U.L. Electrical and local/state building code standards.
- 4. Raceway to house all electrical jump and transformer / power supply units. Construction methods to comply with U.L. electrical standards.



Letter Halo Illumination



Logo Face / Halo Illumination



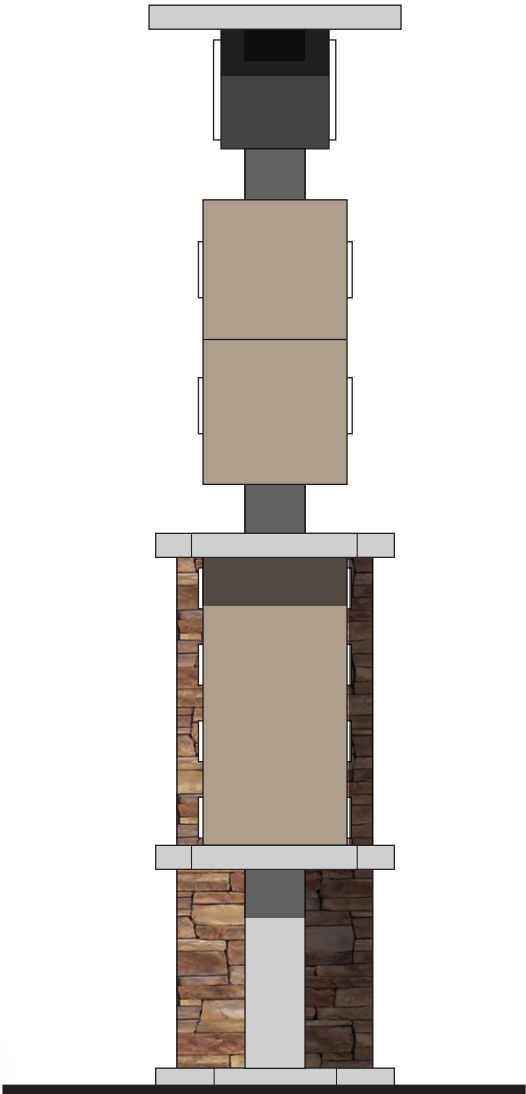
Anatolia Retail Center Master Sign Program

15'-0" Double Sided Illuminated Monument Sign

- 1. Internally illuminated monument sign the material to match project specifications.
- 2. Center Name "Anatolia Retail Center" edge lit fabricated letters. Background to be opaque paint finish.
- 3. All tenants to be 1/2" clear acrylic push thru with 3M film applied first surface. Background to be opaque paint finish.
- 4. Construction methods to comply with U.L. electrical standards.



Monument Elevation
Scale 3/8"=1'-0"



Monument Side Elevation
Scale 3/8"=1'-0"

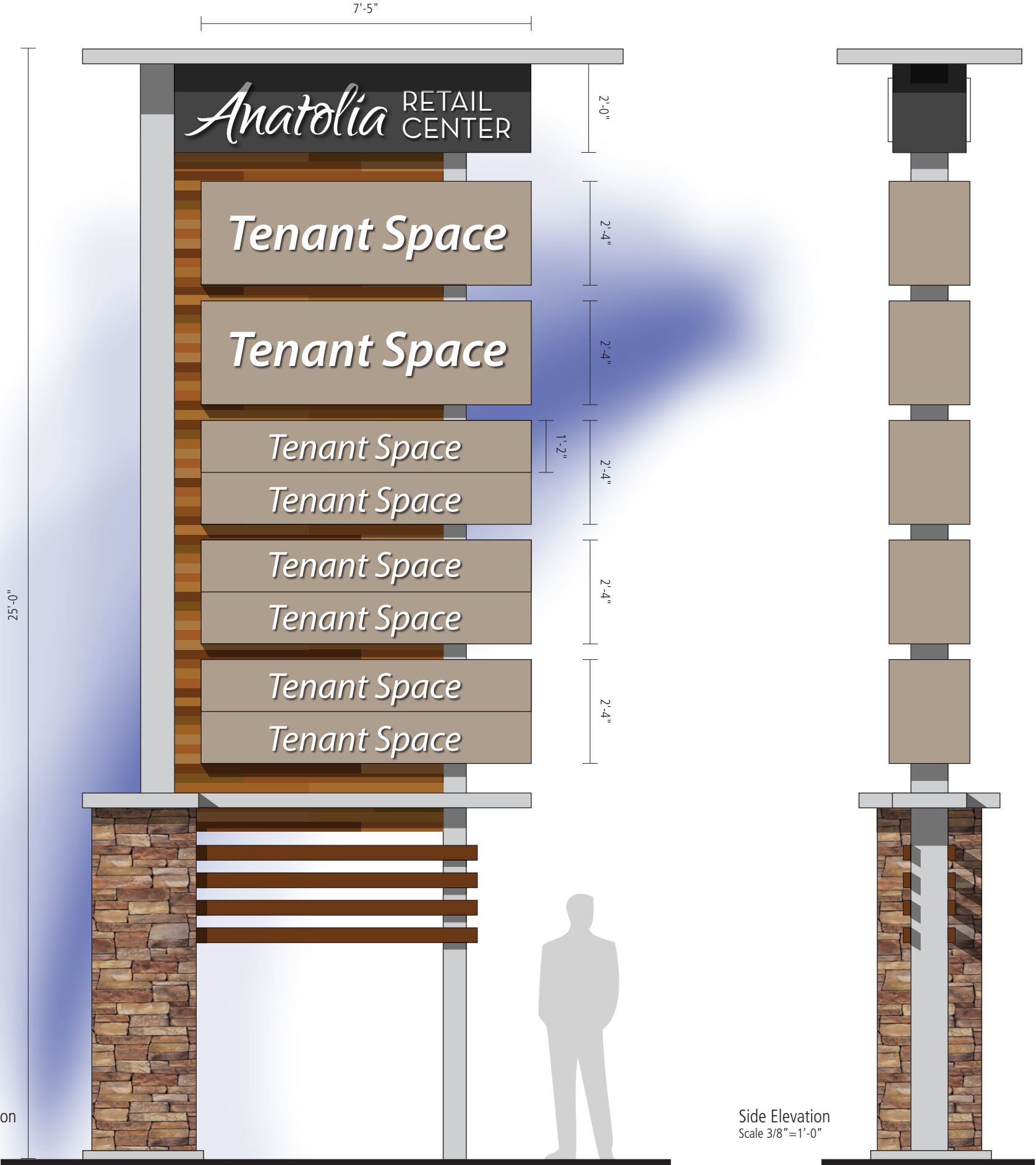
Anatolia Retail Center Master Sign Program

25'-0" Double Sided Illuminated Freestanding Sign

- 1. Internally illuminated monument sign the material to match project specifications.
- 2. Center Name "Anatolia Retail Center" edge lit fabricated letters. Background to be opaque paint finish.
- 3. All tenants to be 1/2" clear acrylic push thru with 3M film applied first surface. Background to be opaque paint finish.
- 4. Construction methods to comply with U.L. electrical standards.

Freestanding Elevation
Scale 3/8"=1'-0"

Side Elevation
Scale 3/8"=1'-0"





S1 Building | Front Elevation
Scale 1/16"=1'-0"



S1 Building | Left Elevation
Scale 1/16"=1'-0"



S1 Building | Right Elevation
Scale 1/16"=1'-0"



S1 Building | Rear Elevation
Scale 1/16"=1'-0"



S2 Building | Front Elevation
Scale 1/16"=1'-0"



S2 Building | Left Elevation
Scale 1/16"=1'-0"



S2 Building | Right Elevation
Scale 1/16"=1'-0"



S2 Building | Rear Elevation
Scale 1/16"=1'-0"



S3 Building | Front Elevation
Scale 1/16"=1'-0"



S3 Building | Left Elevation
Scale 1/16"=1'-0"



S3 Building | Right Elevation
Scale 1/16"=1'-0"



S3 Building | Rear Elevation
Scale 1/16"=1'-0"



S4 Building | Front Elevation
Scale 1/16"=1'-0"



S4 Building | Left Elevation
Scale 1/16"=1'-0"



S4 Building | Right Elevation
Scale 1/16"=1'-0"



S4 Building | Rear Elevation
Scale 1/16"=1'-0"



S5 Building | Front Elevation
Scale 1/16"=1'-0"



S5 Building | Left Elevation
Scale 1/16"=1'-0"



S5 Building | Right Elevation
Scale 1/16"=1'-0"



S5 Building | Rear Elevation
Scale 1/16"=1'-0"



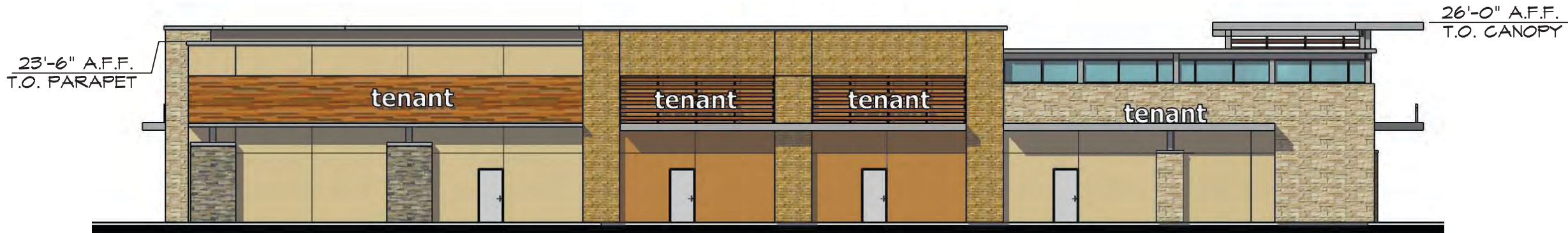
S6 Building | Front Elevation
Scale 1/16"=1'-0"



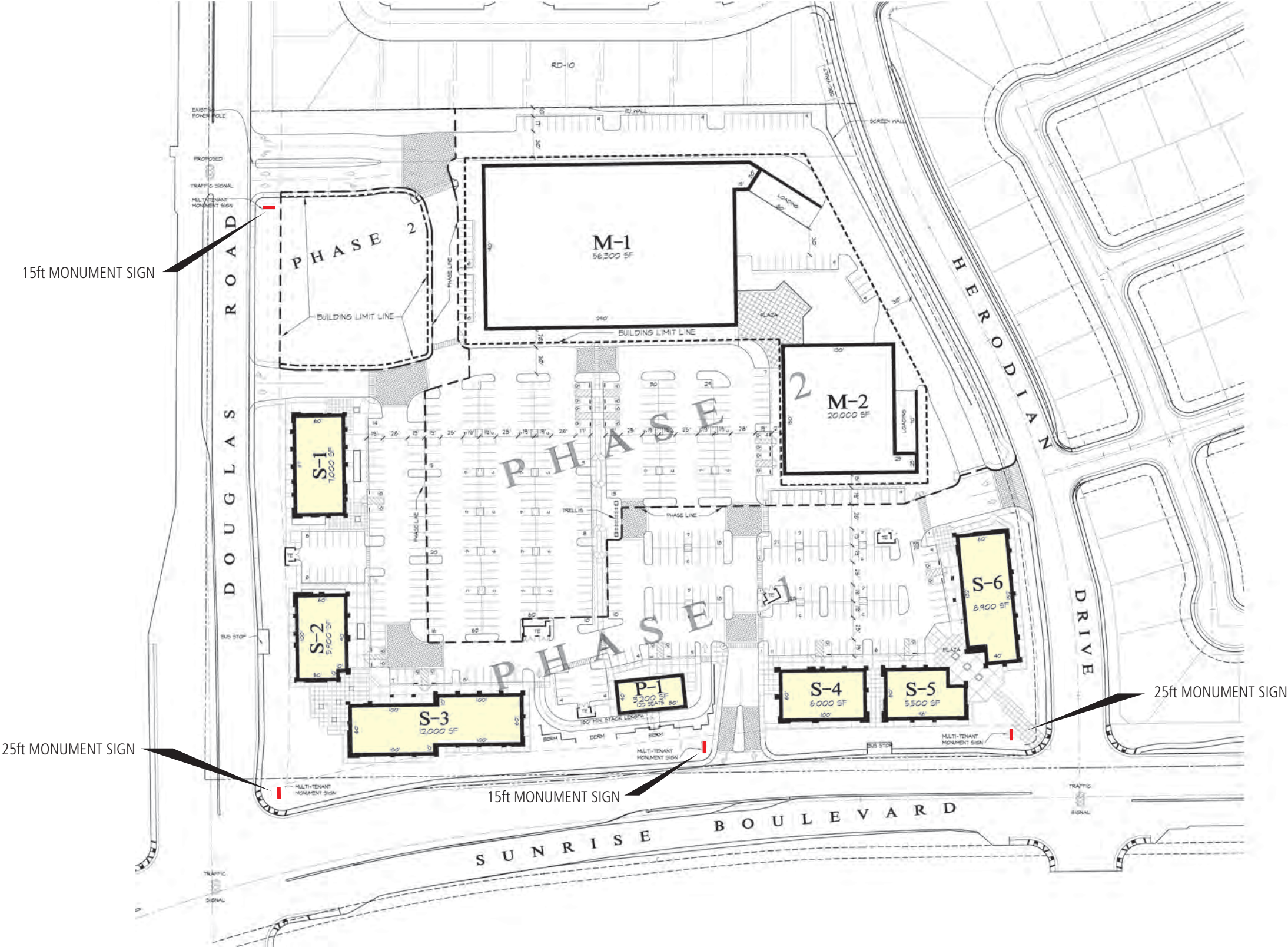
S6 Building | Left Elevation
Scale 1/16"=1'-0"



S6 Building | Right Elevation
Scale 1/16"=1'-0"



S6 Building | Rear Elevation
Scale 1/16"=1'-0"



Neighborhood Meeting:

Proposed Anatolia Retail Center DD9600

August 31, 2016

Matthew Diaz, City Planner

CHANDLER
RANCHO CORDOVA
COMMUNITY CENTER

@FreshTake.org

Today's Purpose

- Present Revised Project to the surrounding neighborhood.
- Preliminary discussion with residents and business owners.
- Receive input that will assist staff in their review of the project.
- Opportunity for community to participate before the project is presented at a City Council work session tentatively scheduled for September 19, 2016.
- **Questions will be addressed at the end of the presentation.**

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COMMUNITY CENTER

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Timeline of Events

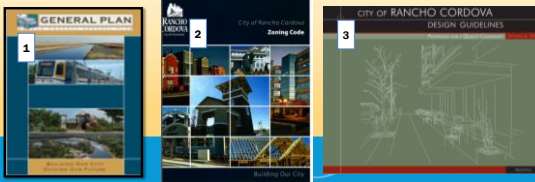
- July 27, 2015: the applicant submitted plans to the City.
- August 2015: City staff notified the residents of the submittal and sent a comment letter to the applicant asking for amendments to the plan.
- July 2016: the applicant resubmitted plans to address staff's and the resident's comments. This plan included an amended site plan, less commercial pads, and new service station to attract a greater variety of tenants.
- **August 31, 2016: Tonight's neighborhood meeting.**
- September 19, 2016: Possible City Council discussion on revised design.
- October/November, 2016: the applicant anticipates final review by Council by fall 2016 should all issues be address as part of City staff's review.

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COMMUNITY CENTER

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Documents Used for Staff's Review

1. **General Plan:** Adopted in 2006
 - Adherence to Overall City Vision
2. **Zoning Code Title 23:**
 - Parking, Landscaping, Amenities, etc.
3. **City's Design Guidelines:** Adopted 2005
 - Site planning and Architecture







Proposed Project

- Currently a undeveloped 14.9 ac site.
- 5 commercial pads, 3 with drive-throughs
- 2 pedestrian gathering areas along Sunrise Boulevard
- Future “anchor tenant” and 6 pump service station with car wash.
 - Both will require design review prior to construction.
- New landscaping, lighting, and paved surfaces will also be added.

CHARTER
RANCHO CORDOVA
CALIFORNIA

atFreshTake.org

Entitlements Required

- Conditional Use Permits (CUP)
 - Drive-throughs (3 total)
 - Service station and car wash
- Design Review
 - For new commercial pads
 - The future “anchor tenant” and service station will require subsequent design review subject to City Council approval prior to construction.
- Adjustment Permit (Freestanding Sign Height)
 - For 3 feet of addition freestanding sign height (max 13ft). Zoning code max is 10 feet.

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Land Use and Zoning

The site is zoned General Commercial (GC) and is intended to allow:

- A wide variety of commercial uses (i.e. retail, restaurant, office, etc.)
- Heavier types of commercial uses along major streets or in commercial areas where the uses permitted would not adversely affect surrounding properties.

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RANCHO CORDOVA
CALIFORNIA

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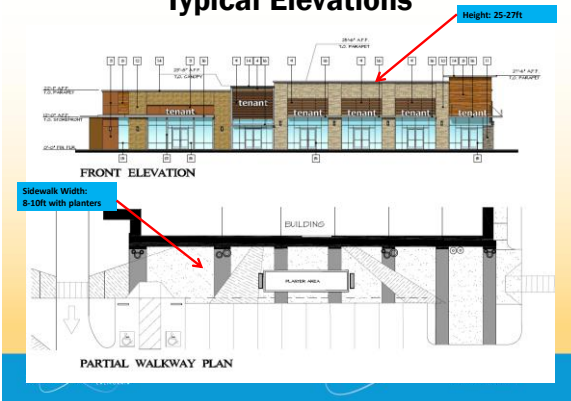
ATTACHMENT 2



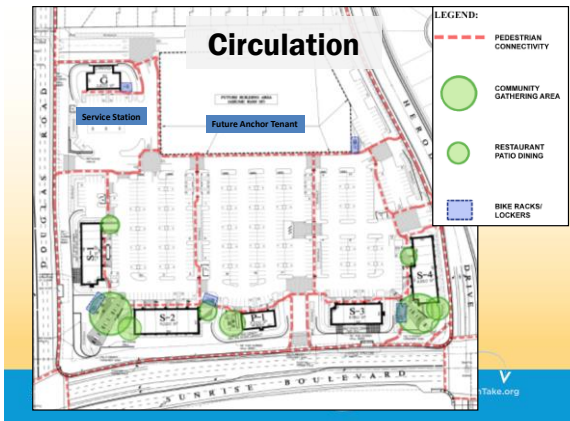
Conceptual Architecture



Typical Elevations



ATTACHMENT 2



Conceptual Gathering Areas



Next Steps

- City Staff will complete review of the plans and technical documents.
- Future City Council discussion (no action) tentatively scheduled for September 19, 2016
 - Intent is to introduce the City Council to the design.
 - Assess proposed project and any issues that need to be resolved.
- Anticipated final review by City Council by fall 2016.

Questions??

Extra

PROJECT STATISTICS	
ZONING:	GC-GENERAL COMMERCIAL
APN:	067-0460-001
FUTURE BUILDING(S)	
(ASSUMED BLDG. AREA)	80,000
S-1	1275
S-2	9,000
S-3	5,950
S-4	8,350
G- GAS	2,800
TOTAL	113,575 SF
PARKING REQUIRED (BY CODE)	
● 3.6 / 1,000 SF	409 STALLS
P-1 (RESTAURANT)	5,200 SF
49 SEATS	
PARKING REQUIRED	
● 1 / 3 SEATS	33 STALLS
TOTAL PARKING REQUIRED (BY CODE):	442 STALLS
TOTAL PARKING PROPOSED:	
	565 STALLS
	(4.85/1,000 SF)

Anatolia Retail Center Neighborhood Meeting Summary

The following summary is response to comments heard from the residents in attendance on Wednesday August 31st. These are in no particular order.

Comment	Response	Next Steps
Will there be a water feature?	Although improvements to the center's "curb appeal" have been made since the 2015 submittal, there is no current plan for a water feature.	City staff and the applicant will discuss this; however the applicant does have initial concerns about 1) how the design will integrate into the current proposal, 2) water usage during a statewide drought, and 3) maintenance problems due to the hardness from high calcium concentration in the water. This is causing discoloration of the stone and failure of the pump systems.
Are there any specific tenants chosen for this center?	According to the applicant they are still actively pursuing tenant for the center.	None, unless an update on tenant leasing occurs.
What if the applicant wants to make changes to the site?	Any amendment to the site would require a review by City staff and approval from the City Council.	None. The design presented at the meeting is the one the applicants would like the Council to approve.
Will there be art work?	Staff agreed to discuss possible option with the applicants.	Staff will follow up at the next discussion meeting.
Design seems "plain".	According to the applicant's architect, a more contemporary design was chosen for the center to offer an alternative design as compared to the more traditional "craftsman" style used at the Raley's center across the street. Although a different design style, the design conforms to the City's design standards.	The intent of the design will be discussed at the next discussion meeting with Council.
Concern expressed for security at the gathering area's after hours.	It was agreed that the applicant and staff will work with the Police department to address security in these areas.	There will be further study of this issue.

Comment	Response	Next Steps
Will there be a pedestrian bridge across Sunrise?	City staff will review this matter further. A pedestrian bridge has not been planned for this intersection as it is not included in our Bike or Pedestrian Master Plan.	Staff will have a response for the next discussion meeting with Council.
Could more Italian Cypresses be used to improve the frontage along Herodian Drive to help the center integrate into the community?	City staff will review this request further with the applicant.	Staff will have a response for the next discussion meeting with Council.
What is the facing material of the retaining walls?	A detail of the exposed retaining walls has not been submitted at this time.	Staff will ask the applicant to clarify the retaining wall design as part of the approval.
Could the Gathering areas have additional shade?	City staff will review this request with the applicant.	The gathering areas “plazas” will receive further consideration by the City Council at the next meeting.
Does the project require any major utility improvements that might cause traffic delays or impact?	It is anticipated that major utilities serving the proposed center are already in place. However, some street work and occasional traffic delays may be anticipated. Staff would	- The project will be conditioned to address necessary street work and staff will work with the applicant to alleviate construction disturbance.
How is Phase 2 landscaped in the interim?	Staff will work with the applicant on this subject, but typically future building pads are stabilized for erosion control and will be hydroseeded.	There will be a follow up as part of this approval.
Concern expressed about the left turn into the project from Herodian might impact traffic.	The applicant is finalizing the Traffic Report.	- The entrances/exits and circulation will be highlighted in future meetings. - A summary of the traffic analysis will be discussed prior to approval as the analysis will be made available to the public.

Name	Phone #	Email
ARLENE WARRENDER		
Doug WARRENDER		
Marie Krueger		marierim@gmail.com
Jacqueline Cleaver		Jrdoyle22@gmail.com
KAREN MAURO		KRMAURO@ATT.NET
JUDY KADERA		
Sue Sipe		
Daniel Keete		
KIRITOTE CHAIK		KIRCHAIK ⁴¹ @SBCGLOBAL.NET
Korou Agbassekou		kagbassekou@gmail.com
SUNNY UPAL		emailSunnyKUPP@gmail.com
GIL REVER		gilreverseshcylol.net
Wm & Mike Sjiliaasen-lee		SYLLIAASENLEE@gmail.com
Mike & Carol Cunningham		mcunningham@SBCglobal.net
Adam Ahmed		adam.a.ahmed@intel.com
Ryan Claycomb		ryanclaycomb@comcast.net
John Morris		johnm1780@gmail.com
Craig Osborn		
Jill M		
DOUG WARRENDER		DOUGWARRENDER@POBOX.COM

City Council Discussion:

Proposed Anatolia Retail Center DD9600

September 19, 2016

Matthew Diaz, City Planner

Today's Purpose

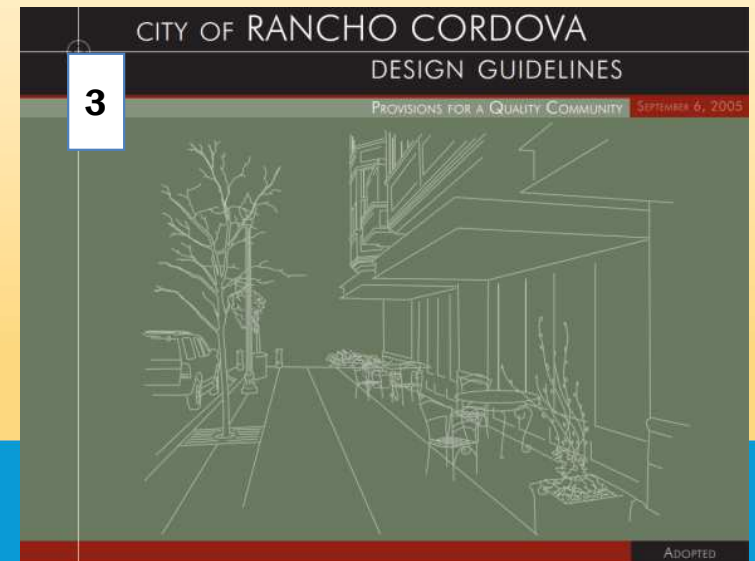
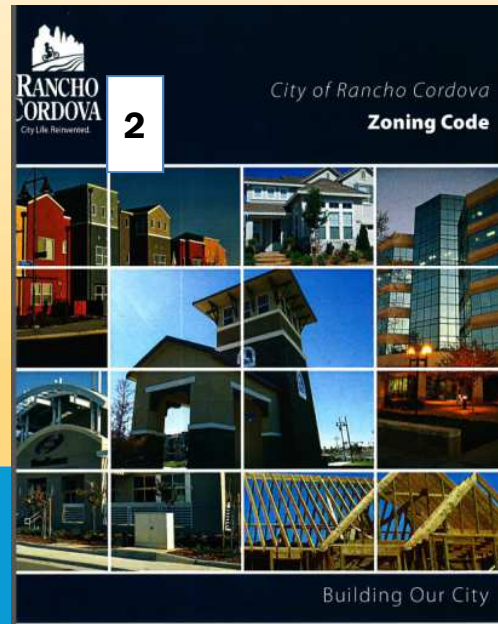
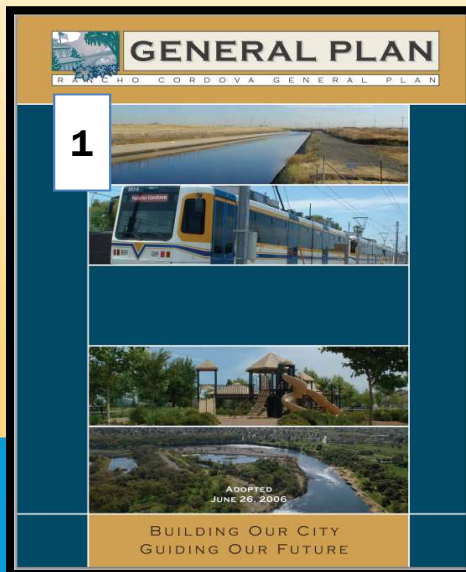
- Preliminary discussion with City Council.
- Council preferences will allow applicant to make an informed decision on how to proceed with the design of the project.

Timeline of Events

- July 27, 2015: the applicant submitted plans to the City.
- August 2015: City staff notified the residents of the submittal and sent a comment letter to the applicant asking for amendments to the plan.
- July 2016: the applicant resubmitted plans to address staff's and the resident's comments. This plan included an amended site plan, less commercial pads, and new service station to attract a greater variety of tenants.
- August 31, 2016: Neighborhood meeting hosted by Staff.
- September 19, 2016: Tonight's City Council discussion on revised design.

Documents Used for Staff's Review

1. General Plan: *Adopted in 2006*
 - Adherence to Overall City Vision
2. Zoning Code Title 23:
 - Parking, Landscaping, Amenities, etc.
3. City's Design Guidelines: *Adopted 2005*
 - Site planning and Architecture



Aerial of Subject Properties

Project Site

Future Raley's Center Under Construction



Existing Conditions

Looking South from Douglas

Looking North from Herodian

Looking North from Herodian

Proposed Project

- Currently a undeveloped 14.9 ac site.
- 5 commercial pads, 3 with drive-throughs
- 2 pedestrian gathering areas along Sunrise Boulevard
- Future “anchor tenant” and 6 pump service station with car wash.
 - Both will require design review prior to construction.
- New landscaping, lighting, and paved surfaces will also be added.

Land Use and Zoning

The site is zoned General Commercial (GC) and is intended to allow:

- A wide variety of commercial uses (i.e. retail, restaurant, office, etc.)
- Heavier types of commercial uses along major streets or in commercial areas where the uses permitted would not adversely affect surrounding properties.

Entitlements Required

- Conditional Use Permits (CUP)
 - Service station, convenience store, and car wash
- Design Review
 - For new commercial pads
 - The future “anchor tenant” and service station will require subsequent design review subject to City Council approval prior to construction.
- Adjustment Permit (Freestanding Sign Height)
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Service Station

Future Anchor Tenant

Conceptual Architecture



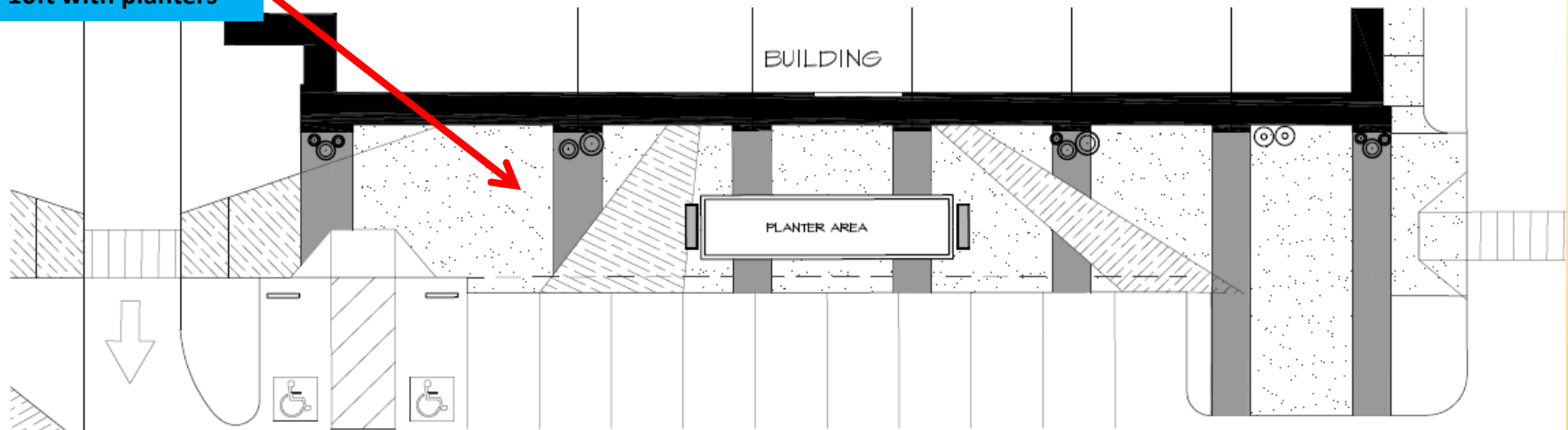
a fresh take.
RANCHO CORDOVA
CALIFORNIA

Typical Elevations



FRONT ELEVATION

Sidewalk Width:
8-10ft with planters



PARTIAL WALKWAY PLAN

Design Issues

Three main topics:

- The number and design of the drive-throughs
- The proximity of the service station to the adjacent residential areas (Anatolia Anthology).
- The function and design of the two pedestrian gathering spaces along Sunrise Boulevard.

Auto Oriented Uses (Drive-Throughs)

- The added drive-throughs reflect the changes to the retail market
 - New “fast casual” business model.
- There are planning standards to regulate drive-through design
 - No specific requirements concerning the number of drive-throughs at a given location.
- In 2014 the Council established preferred design for drive-through

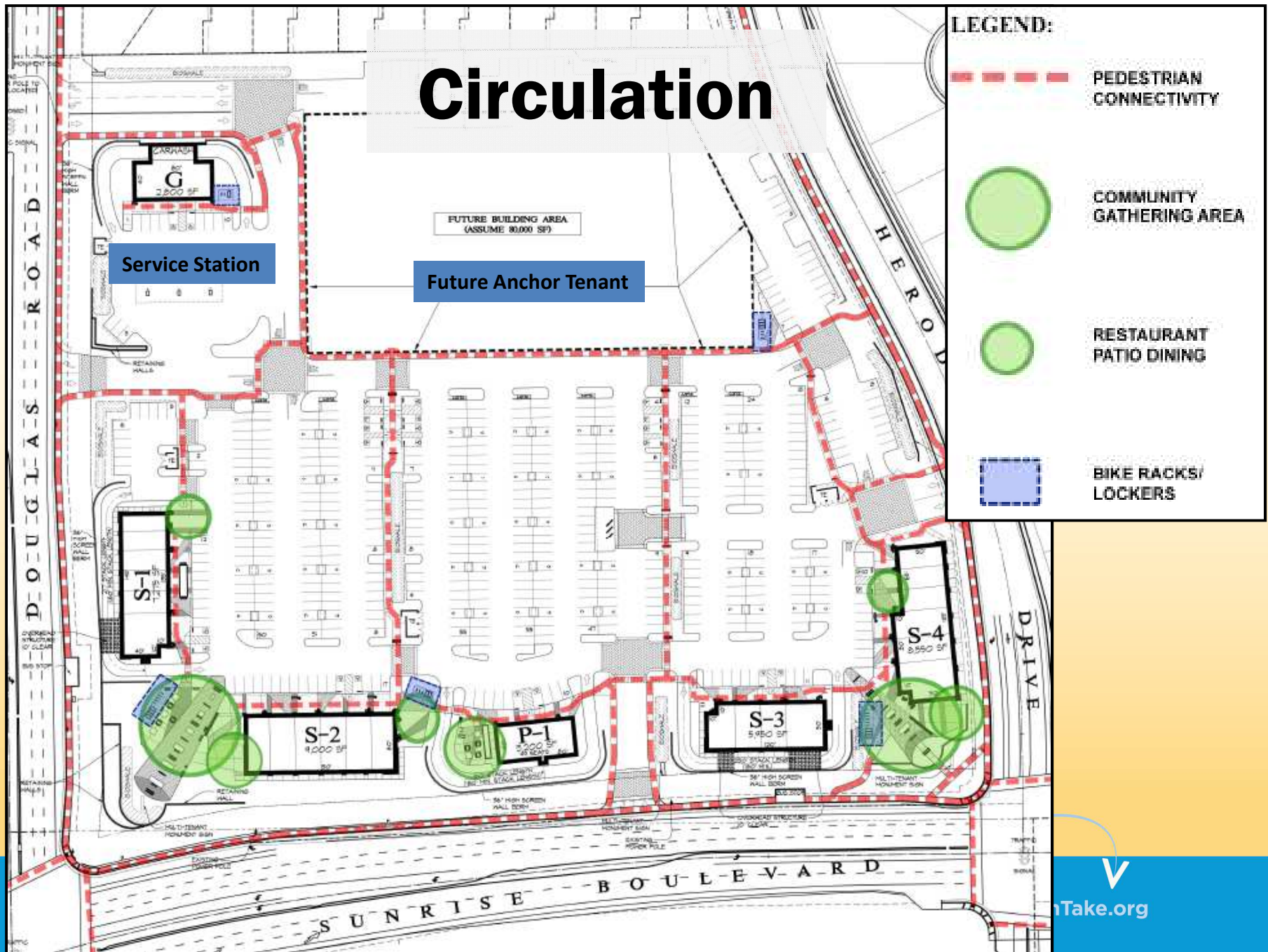
Service Station and Car Wash Adjacent to Residential Uses

- Service stations are typically discouraged from being placed adjacent to agricultural or residential uses unless the design of the service station and conditions can will mitigate any adverse effects.
- Compatibility concerns include: noise, traffic, light/glare.
- A noise study and photometric plan was prepared and is being evaluated.

Function of Gathering Space

- To address the added auto oriented uses, the applicant has enhanced the two pedestrian gathering spaces along Sunrise Boulevard.
- Seeking Council direction to the desired function and/or amenities for these public spaces given the auto-oriented design of the center.

Circulation

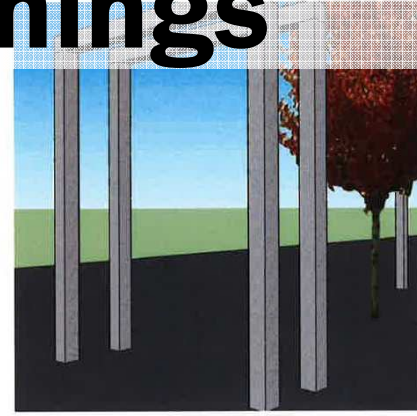


Take.org

Conceptual Gathering Areas



Onsite Furnishings



Council Direction Requested

- Does Council support the current design?
- Are there other approaches the Council wishes staff to explore?

Questions??

Extra

PROJECT STATISTICS

ZONING: GC-GENERAL COMMERCIAL
APN: 067-0460-001

FUTURE BUILDING(S)
(ASSUMED BLDG. AREA) 80,000
S-1 7,275
S-2 9,000
S-3 5,950
S-4 8,550
G- GAS 2,800
TOTAL 113,575 SF

PARKING REQUIRED (BY CODE)
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P-1 (RESTAURANT) 3,200 SF
99 SEATS

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