



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

Monday, August 19, 2013

4:00 PM – Special Meeting

5:30 PM – Regular Meeting

6:00 PM – Special Meeting

AGENDA

Linda Budge, Mayor

Dan Skoglund, Vice Mayor

Robert J. McGarvey, Council Member

David Sander, Council Member

Donald Terry, Council Member

Regular City Council meeting dates are scheduled on the 1st and 3rd Monday's of each month, unless when Monday is a holiday.
If Monday is a holiday, the meeting will be scheduled for the following Tuesday. Dates are subject to change.

City Council Regular Mtg

CANCELLED MTG

City Council Special Mtg

CANCELLED MTG

CITY HALL CLOSED

2013

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CITY HALL CLOSURE DATES

Tue, Jan 1 - New Year's Day
Mon, Jan 21 - Martin Luther King Jr. Day
Mon, Feb 18 - President's Day
Mon, May 27 - Memorial Day
Thu, Jul 4 - Independence Day
Mon, Sep 2 - Labor Day
Mon, Nov 11 - Veterans Day
Thu, Nov 28 - Thanksgiving Day
Fri, Nov 29 - Day After Thanksgiving Day
Tue, Dec 24 - Christmas Eve
Wed, Dec 25 - Christmas Day
Thurs, Dec 26 - Tues, Dec 31 Winter Break

2014 - Proposed

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CITY HALL CLOSURE DATES

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Mon, Sep 1 - Labor Day
Tue, Nov 11 - Veteran's Day
Thu, Nov 27 - Thanksgiving Day
Fri, Nov 28 - Day After Thanksgiving Day
Wed, Dec 24 - Christmas Eve
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Fri, Dec 26 - Day After Christmas Day
Tue, Dec 31 - New Year's Eve

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**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, August 19, 2013

**4:00 PM – Special Meeting
Community Board Room**

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

**6:00 PM – Special Meeting
American River Community Room North**

AGENDA

1. STUDY SESSION - CALL TO ORDER/ROLL CALL

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

2. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

3. SPECIAL MEETING ITEM

3.1 **Subject:** Update on Administrative Issues.

4. ADJOURNMENT

Mayor Budge will adjourn the Special Meeting to the Regular Meeting in the David B. Roberts Council Chambers.

5. REGULAR MEETING - CALL TO ORDER / ROLL CALL

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

6. METRO CABLE TV TELEVISION ANNOUNCEMENT

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

7. PLEDGE OF ALLEGIANCE

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

8. INVOCATION

Reverend Mr. Walter Little, Deacon at St. John Vianney Catholic Church and Chaplain Emeritus of the California State Senate will give the invocation.

9. PRESENTATIONS

- 9.1 Presentation of Proclamation to Ada Gerard, Heald College Rancho Cordova Campus President in Honor of their 150th Anniversary.
- 9.2 Introduction of Chief Seale, Sacramento County Probation, to City Council.
- 9.3 Recognition of Council Member Robert McGarvey's Birthday on August 10.

10. 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.

Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any unagendized item unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

11. COUNCIL REPORTS

12. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 12.1 **Subject:** Meeting Minutes of July 15, 2013 Regular Meeting and July 23, 2013 Special Meeting.
Recommendation: Adopt Minutes.

- 12.2 **Subject:** Second Reading of Ordinance No. 20-2013 Adding Rancho Cordova Municipal Code 16.03 "Safety Assessment Placards" to Denote Conditions Relating to Continued Occupancy of Buildings.
Recommendation: Waive the second reading and adopt Ordinance No. 20-2013.
Result of Recommended Action: Adoption of Ordinance No. 20-2013 will establish standard safety assessment placards to be used to indicate the condition of a structure for continued occupancy. This chapter will further authorize the Building Official, or his or her designee, to post the appropriate placards at each entry point upon the completion of a safety assessment. The safety assessment is a visual, non-destructive examination that will determine if a structure is safe, restricted use, or unsafe.
Staff Report: Cyrus Abhar, Chief Building Official.
Advances Goals: 2.
- 12.3 **Subject:** Second Reading of Ordinance No. 22-2013 to Amend Chapter 16.02 of the Rancho Cordova Municipal Code, "Uniform Administrative Code," to Reflect Changes Pertaining to Building Permit Expiration and Violations.
Recommendation: Waive the second reading and adopt Ordinance No. 22-2013.
Result of Recommended Action: Adopting Ordinance No. 22-2013 will modify Sections 105.5 / R105.5 "Permit Expiration" and 114.4 "Violation Fees" of the Uniform Administrative Code, found in Chapter 16.02 of the Municipal Code. The amendments to Section 105.5 "Permit Expiration" will clarify building permit timelines and renewal fees. The amendments to Section 114.4 "Violation Fees" will be based on cost recovery to help ensure the maximum violation fee will not exceed the amount equal to the total permit fee.
Staff Report: Cyrus Abhar, Chief Building Official.
Advances Goals: 1, 2, 3, 5.
- 12.4 **Subject:** Second Reading of Ordinance 23-2013 approving a zone change for that portion of Villages 3 and 6 of the Montelena project and the third amendment to the Development Agreement for the Montelena project.
Recommendation: Waive the second reading and adopt Ordinance No. 23-2013.
Result of Recommended Action: Adoption of the ordinance would convert two small City open space sites to residential lots. Elimination of these open space sites is consistent with recent Council direction to amend the City Open Space standard. The remaining CRPD park located adjacent to these two open space sites will effectively serve the recreational needs of local residents. The ordinance would also establish various obligations and rights noted within the 3rd Amendment of the Montelena Development Agreement.
Staff Report: William Campbell, Principal Planner.
Advances Goals: 1, 6.
- 12.5 **Subject:** Second Reading of Ordinance No. 24-2013, An Ordinance of the City Council Approving the First Amendment to the Development Agreement by and between the City of Rancho Cordova and Richmond American Homes of Maryland, Inc., Relative to Certain Lots of Anatolia III, Set to Expire on November 20, 2013.
Recommendation: Waive the second reading and adopt Ordinance No. 24-2013.
Result of Recommended Action: Adoption of Ordinance 24-2013 would approve a five (5) year extension to the Development Agreement with Richmond American Homes of Maryland, Inc., for certain lots in the Anatolia III project. The current Development Agreement is set to expire on November 20, 2013. This extension will give the current owner an additional five (5) years to complete the portion of the Anatolia III project that they own in accordance with the vested entitlements from the original approval.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2, 5.

- 12.6 **Subject:** Second Reading of Ordinance No. 25-2013, An Ordinance of The City Council Amending Chapter 23.158 "Development Agreements," of Title 23 "Zoning Code" of the Rancho Cordova Municipal Code Updating Requirements and Procedures for Development Agreements.

Recommendation: Waive the second reading and adopt Ordinance No. 25-2013.

Result of Recommended Action: Adoption of this Ordinance is consistent with the City's goal to promote orderly development and efficient approval of development entitlements. The attached Ordinance will help streamline the execution of approved development agreements by providing the City Manager with the authority to execute the agreements. The Ordinance will also provide the City and developers with more flexibility regarding the extension of development agreements.

Staff Report: Adam U. Lindgren, City Attorney.

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

- 12.7 **Subject:** Treasurer's Report – June 30, 2013.

Recommendation: This report is informational only. It is recommended that the report be received and filed.

Result of Recommended Action: This report is intended to provide the City Council with information concerning the City's investment portfolio. This report will meet requirements as provided by State law.

Staff Report: Donna Silva, Finance Director.

Advances Goal: 5.

- 12.8 **Subject:** Resolution Appointing Representatives to the Governing Board of the Sacramento Groundwater Authority.

Recommendation: Adopt Resolution No. 100-2013.

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

Staff Report: Cyrus Abhar, Public Works Director.

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

- 12.9 **Subject:** Resolution Authorizing the City Manager to Execute the Third Amendment to the first Restated Grant Agreement between the City of Rancho Cordova and the Cordova Community Council Foundation.

Recommendation: Adopt Resolution No. 105-2013.

Result of Recommended Action: The City will make funds available to the Cordova Community Council for a three-year renewal of a grant to provide a professionally managed umbrella organization for Rancho Cordova non-profits that will provide community event support, volunteer management and civic engagement.

Staff Report: Stephanie Snyder, Senior Management Analyst.

Advances Goals: 1, 2, 3, 5.

- 12.10 **Subject:** A Resolution Authorizing Submittal of Grant Application(s) for All California Department of Resources, Recycling and Recovery (Calrecycle) Grants for Which the City of Rancho Cordova is Eligible.

Recommendation: Adopt Resolution No. 101-2013.

Result of Recommended Action: Adoption of this resolution will authorize staff to submit application(s) for all California Department of Resources, Recycling and

Recovery (CalRecycle) grant for which the City of Rancho Cordova is eligible. The grant funds will be used to promote safe and efficient recycling practices by residents and businesses in the City of Rancho Cordova.

Staff Report: Cyrus Abhar, Public Works Director.

Advances Goals: 5.

- 12.11 **Subject:** Resolutions of the City of Rancho Cordova and the Successor Agency to the Former Redevelopment Agency of the City of Rancho Cordova Approving a Loan Agreement Between the Two Entities.

Recommendation: Staff recommends Council and Successor Agency adopt the following resolutions:

1. City Council Resolution No. 104-2013.

2. Successor Agency Resolution No. SA-04-2013.

Result of Recommended Action: Approval of the Loan Agreement will allow the City of Rancho to be reimbursed for funds loaned to the Successor Agency for certain operating and administrative expenses.

Staff Report: Donna Silva, Finance Department and Micah Runner, Economic Development Manager.

Advances Goals: 5.

COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA.

- 12.12 **Subject:** Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova Approving the Recognized Obligation Payment Schedule (ROPS) 13-14B and Administrative Budget for the six month period covering January 1, 2014 through June 30, 2014.

Recommendation: Adopt Resolution No. SA-5-2013.

Result of Recommended Action: Adoption of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on the Recognized Obligation Payment Schedule (ROPS) and establishes the administrative budget for the next six month period; to the extent funds are available.

Staff Report: Donna Silva and Michelle Mingay, Finance Department.

Advances Goals: 5.

COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE CRA.

13. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 13.1 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the 2013-14 Tax Bill.

Recommendation: Adopt Resolution No. 98-2013.

Result of Recommended Action: This action will authorize the delinquent residential solid waste service charges to be collected on the 2013-14 property tax rolls.

Staff Report: Donna Silva, Finance Director and Michelle Mingay, Sr. Finance Analyst.

Advances Goals: 5.

- 13.2 **Subject:** Application for award of Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funding.

Recommendation: Adopt Resolution 102-2013.

Result of Recommended Action: City will make application for and be authorized to accept, if awarded, grant funding from the Department of Justice JAG program.

Staff Report: David Gassaway, City Manager's Department.

Advances Goals: 2, 3, 5.

- 13.3 **Subject:** Douglas 98 II Redesign – Rezone, Tentative Subdivision Map Amendment, and the 1st Amendment to the Development Agreement; Project No. DD7962 – Located south of Douglas Road and west of Grant Line Road.

Recommendation: That Council:

- a) Waive first reading and introduce Ordinance No. 26-2013, approving a zone change 3.1 acres of “O” Open Space to RD-5 Single Family Residential and an amendment to the existing Development Agreement for the Douglas 98 project, and
- b) Adopt Resolution No. 103-2013 approving an amended Tentative Subdivision Map, subject to the draft Conditions of Approval and amending Mitigation Measure 37A of the SRSP/EIR.

Result of Recommended Action: Approval of the proposed actions would adjust the original plan adopted in 2006, wherein the new plan includes 528 single family dwelling lots, a reduction of 165 lots less than the original approval of 693. The reduction in lots is attributed to increasing the lot sizes in portions of the project. Some street sections have been reduced due to changes in development standards, along with minor reduction in parks and open space. The proposed actions would amend various obligations and rights noted within the current Development Agreement for Douglas 98.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1 and 6.

14. PUBLIC HEARING ITEMS

NONE.

15. REGULAR CALENDAR ITEMS

- 15.1 **Subject:** Final Hearing on the Renewal of the Rancho Cordova Tourism Business Improvement District.

Recommendation: Adopt Resolution No. 99-2013.

Result of Recommended Action: The Rancho Cordova Tourism Business Improvement District (RCTBID) will be renewed effective September 1, 2013 for 10 years. The assessment of \$1.50 per room per night will be collected by the City of Rancho Cordova, and remitted to the Rancho Cordova Travel and Tourism Corporation (RCTC), a non-profit corporation, for the purposes of promoting travel and tourism in Rancho Cordova.

Staff Report: Micah Runner, Economic Development Manager.

Advances Goals: 5, 6.

16. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

17. CITY MANAGER'S REPORT

18. ADJOURNMENT

Mayor Budge will adjourn the meeting to the Special Meeting in the American River Community Room North.

19. WORK SESSION - CALL TO ORDER/ROLL CALL

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

20. PUBLIC COMMENT

At a special meeting, citizens wishing to address the Council for any matter on the agenda may do so at the time the matter is discussed. Note, under the provisions of the California Government Code, the City Council is prohibited from discussing or taking action on any item not on the agenda.

21. SPECIAL MEETING ITEM

21.1 **Subject:** Branding Presentation.

22. ADJOURNMENT

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

23. CLOSED SESSION - CALL TO ORDER/ROLL CALL

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

24. CLOSED SESSION

24.1 Council may adjourn to Closed Session to discuss the following item(s):

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case)

25. OPEN SESSION - REPORT FROM CLOSED SESSION

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

26. 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	
<i>Tuesday, August 27, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM) on Topic TBD</i>
<i>Tuesday, September 3, 2013</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>
<i>Tuesday, September 10, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM) on Folsom Boulevard Specific Plan Update and Sun Creek Specific Plan Preliminary Review</i>
<i>Monday, September 16, 2013</i>	<i>City Council Regular Meeting (5:30 PM)</i>
<i>Tuesday, September 24, 2013</i>	<i>City Council Special Meeting – Work Session (5:30 PM) on Plastic Bag Options and Insurance and Claims</i>
<i>Monday, October 7, 2013</i>	<i>City Council Special Meeting (4:00 PM) and Regular Meeting (5:30 PM)</i>

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 Department	(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, CMC, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the Monday, August 19, 2013 Regular Meeting of the Rancho Cordova City Council/Successor Agency to the CRA/RCFC was posted and available for review on Friday, August 16, 2013 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.cityofranhocordova.org.

Signed Friday, August 16, 2013 at Rancho Cordova, California.


Mindy Cuppy, CMC, 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**

Monday, July 15, 2013

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

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER / ROLL CALL

Mayor Budge called the regular meeting to order in the David B. Roberts Council Chambers at 5:38 PM.

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

Council Members Absent: None

Staff Members Present: Sparkman, George, Gaebler, Lindgren, Cuppy, Abhar, Chinn, Junker, Campbell, Downton, Flory, Haven, Hayes, Mingay, Runner, Snyder, Cuffe, Beiswenger, Blair, Stricker, Richeal

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedules.

3. PLEDGE OF ALLEGIANCE

Troy Konarski led the pledge.

4. INVOCATION

Mayor Budge led in a moment of silence.

5. PRESENTATIONS

- 5.1 Presentation on the Saving Lives Campaign (Rancho Cordova's Drug-Free Communities Grant) Presented by Jamie Gomez with Folsom Cordova Community Partnership.
- 5.2 Winner of the First Annual Mayor's Cup for the 4th of July Parade Presented by Mayor Budge.
- 5.3 Presentation to Eppie Johnson in Honor of the 40th Anniversary of Eppie's Great Race by Executive Director of Transportation California Will Kempton on Behalf of Assemblyman Ken Cooley.
- 5.4 Presentation of Proclamation to Eppie Johnson in Honor of the 40th Anniversary of Eppie's Great Race Presented by the City Council of the City of Rancho Cordova.

6. PUBLIC COMMENT

Mayor Budge opened the public comment period. There were no speakers. Mayor Budge 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 by Skoglund second by Sander;
Carried by a 5:0 roll call vote.

- 8.1 **Subject:** Meeting Minutes of June 17, 2013 Regular Meeting, July 1, 2013 Regular Meeting, and July 9, 2013 Special Meeting.
Recommendation: Adopt Minutes.
- 8.2 **Subject:** A Resolution of the City Council of the City of Rancho Cordova Determining the Special Tax Levy and Authorizing the Levy of Special Taxes for Police Protection Services within the Rancho Cordova Special Police Tax Area for Fiscal Year 2013-14.
Recommendation: Adopt Resolution No. 83-2013.
Result of Recommended Action: This action authorizes and directs the Finance Director to determine, or cause to be determined, the Rancho Cordova Special Police Tax Area's (the "District") Fiscal Year 2013-14 Maximum Special Tax Rates, to establish the Special Taxes to be levied against developed parcels within the District and to cause such charges to be applied to the County Tax Roll.
Staff Report: Donna Silva, Finance Director and Michelle Mingay, Sr. Finance Analyst.
Advances Goals: 5.

9. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.3-9.9 and 9.11 by Terry second by Sander;
Carried by a 5:0 roll call vote.

- 9.1 **Subject:** Adopt Ordinance No. 22-2013 to Amend Chapter 16.02 of the Rancho Cordova Municipal Code, "Uniform Administrative Code," to Reflect Changes Pertaining to Building Permit Expiration and Violations.

Recommendation: Waive first reading and introduce Ordinance No. 22-2013.

Result of Recommended Action: Adopting Ordinance No. 22-2013 will modify Sections 105.5 / R105.5 "Permit Expiration" and 114.4 "Violation Fees" of the Uniform Administrative Code, found in Chapter 16.02 of the Municipal Code. The amendments to Section 105.5 "Permit Expiration" will clarify building permit timelines and renewal fees. The amendments to Section 114.4 "Violation Fees" will be based on cost recovery to help ensure the maximum violation fee will not exceed the amount equal to the total permit fee.

Staff Report: Cyrus Abhar, Chief Building Official.

Advances Goals: 1, 2, 3, 5.

ACTION: Motion to approve item 9.1 by Skoglund second by McGarvey;
Carried by a 5:0 roll call vote.

- 9.2 **Subject:** Adopt Ordinance No. 20-2013 Adding Rancho Cordova Municipal Code 16.03 "Safety Assessment Placards" to Denote Conditions Relating to Continued Occupancy of Buildings.

Recommendation: Waive first reading and introduce Ordinance No. 20-2013.

Result of Recommended Action: Adoption of Ordinance No. 20-2013 will establish standard safety assessment placards to be used to indicate the condition of a structure for continued occupancy. This chapter will further authorize the Building Official, or his or her designee, to post the appropriate placards at each entry point upon the completion of a safety assessment. The safety assessment is a visual, non-destructive examination that will determine if a structure is safe, restricted use, or unsafe.

Staff Report: Cyrus Abhar, Chief Building Official.

Advances Goals: 2.

ACTION: Motion to approve by Skoglund second by McGarvey;
Carried by a 5:0 roll call vote.)

- 9.3 **Subject:** Resolution Approving Proceedings for the Annual Levy and Collection of Assessments for Landscaping and Lighting District No. 2005-1.

Recommendation: Adopt Resolution No. 84-2013.

Result of Recommended Action: Adoption of this resolution will authorize the continuance of the annual levy and collection of assessments in the District. On June 3, 2013, the City Council approved resolutions ordering the preparation of the Engineer's Annual Levy Report, and set the public hearing to be held prior to approving and ordering the levy of assessments for Fiscal Year 2013-2014. The assessments fund the ongoing landscape maintenance services in the District. There are no new impacts to existing or new residents. No assessments shall increase as a result of this action.

Staff Report: Cyrus Abhar, Public Works Director and Elizabeth Sparkman, Senior Engineer.

Advances Goal: 5.

- 9.4 **Subject:** Resolution Approving Proceedings for the Annual Levy and Collection of Assessments for the Rancho Cordova Lighting District No. 2012-1.

Recommendation: Adopt Resolution No. 85-2013.

Result of Recommended Action: Adoption of this resolution will authorize the

continuance of the annual levy and collection of assessments in the District. On June 3, 2013, the City Council approved resolutions ordering the preparation of the Engineer's Annual Levy Report, and set the public hearing to be held prior to approving and ordering the levy of assessments for Fiscal Year 2013-2014. The assessments fund the ongoing maintenance, servicing and operation of public lighting improvements (safety lights and street lights) in the District. There are no new impacts to existing or new residents. No assessments shall increase as a result of this action.

Result of Recommended Action: Adoption of this resolution will authorize the continuance of the annual levy and collection of assessments in the District. On June 3, 2013, the City Council approved resolutions ordering the preparation of the Engineer's Annual Levy Report and set the public hearing to be held prior to approving and ordering the levy of assessments for Fiscal Year 2013-2014. The assessments fund the ongoing maintenance, servicing and operation of public lighting improvements (safety lights and street lights) in the District. There are no new impacts to existing or new residents. No assessments shall increase as a result of this action.

Staff Report: Cyrus Abhar, Public Works Director and Elizabeth Sparkman, Senior Engineer.

Advances Goal: 5.

- 9.5 **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Assessments for Rancho Cordova Road Maintenance Assessment District.

Recommendation:

That Council:

a) Adopt Resolution No. 86-2013 initiating proceedings for the annual levy and collection of assessments, declaring its intention to levy the annual assessments and preliminarily approving the Engineer's Report for the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2013-2014; and

b) Adopt Resolution No. 87-2013 amending and/or approving the Annual Engineer's Report and ordering the levy and collection of assessments within the Rancho Cordova Road Maintenance Assessment District for Fiscal Year 2013-2014.

Result of Recommended Action: Adoption of these resolutions will authorize the continuance of the annual levy and collection of assessments in the District. The assessments provide funding for street light and road maintenance and only apply to specific newly developed areas that are part of the District as identified in the Engineer's Report.

Staff Report: Cyrus Abhar, Public Works Director and Elizabeth Sparkman, Senior Engineer.

Advances Goal: 5.

- 9.6 **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1.

Recommendation:

That Council:

a) Adopt Resolution No. 88-2013 Initiating Proceedings for the Annual Levy and Collection Charges, Preliminarily Approving the Engineer's Report and Declaring its Intention to Levy the Annual Charges for Fiscal Year 2013-2014 for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1; and

b) Adopt Resolution No. 89-2013 Amending and/or Confirming the Engineer's Report and Establishing the Fiscal Year 2013-2014 Service Charge for the Rancho Cordova Transit Related Services Benefit District, Zone No. 1.

Result of Recommended Action: Adoption of these resolutions will authorize the continuance of the annual levy and collection of service charges in the Transit Related Services Benefit District, Zone No. 1 to provide for a broad range of miscellaneous transportation services within the District identified in the Engineer's Report.

Staff Report: Cyrus Abhar, Public Works Director and Elizabeth Sparkman, Senior Engineer.

Advances Goal: 5.

- 9.7 **Subject:** Resolutions Approving Proceedings for the Annual Levy and Collection of Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2.

Recommendation:

That Council:

1) Adopt Resolution No. 90-2013 Initiating Proceedings for the Annual Levy and Collection of Charges, Preliminarily Approving the Engineer's Report, and Declaring its Intention to Levy the Annual Charges for Fiscal Year 2013-2014 for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2; and

2) Adopt Resolution No. 91-2013 Amending and/or Confirming the Engineer's Report and Establishing the Fiscal Year 2013-2014 Service Charges for the Rancho Cordova Transit Related Services Benefit District, Zone No. 2.

Result of Recommended Action: Adoption of these resolutions will authorize the continuance of the annual levy and collection of service charges in the Transit Related Services Benefit District, Zone No. 2 to provide for a broad range of miscellaneous transportation services within the District as identified in the Engineer's Report.

Staff Report: Cyrus Abhar, Public Works Director and Elizabeth Sparkman, Senior Engineer.

Advances Goal: 5.

- 9.8 **Subject:** An Ordinance of The City Council Amending Chapter 23.158 "Development Agreements," of Title 23 "Zoning Code" of the Rancho Cordova Municipal Code Updating Requirments and Procedures for Development Agreements.

Recommendation: Waive first reading and introduce Ordinance No. 25-2013.

Result of Recommended Action: Adoption of this Ordinance is consistent with the City's goal to promote orderly development and efficient approval of development entitlements. The attached Ordinance will help streamline the execution of approved development agreements by providing the City Manager with the authority to execute the agreements. The Ordinance will also provide the City and developers with more flexibility regarding the extension of development agreements.

Staff Report: Adam U. Lindgren, City Attorney.

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

- 9.9 **Subject:** An Ordinance of the City Council Approving the First Amendment to the Development Agreement by and between the City of Rancho Cordova and Richmond American Homes of Maryland, Inc., Relative to Certain Lots of Anatolia III, Set to Expire on November 20, 2013.

Recommendation: Introduce and waive first reading of Ordinance No. 24-2013.

Result of Recommended Action: Adoption of Ordinance 24-2013 would approve a five (5) year extension to the Development Agreement with Richmond American

Homes of Maryland, Inc., for certain lots in the Anatolia III project. The current Development Agreement is set to expire on November 20, 2013. This extension will give the current owner an additional five (5) years to complete the portion of the Anatolia III project that they own in accordance with the vested entitlements from the original approval.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 2, 5.

- 9.10 **Subject:** Mather Veterans' Village Design Review and Conditional Use Permit; Project No. DD7915 – Located at 3611 Bleckley Street.

Recommendation: Adopt Resolution 75-2013.

Result of Recommended Action: Adoption of this resolution would complete Council Design Review and Use Permit approval for this project and would support the funding applications for the Mather Veterans Village project. Construction of the project would be phased, with initial phases to include new construction of 50 dwellings and the rehabilitation of an existing building to provide community space and transitional dormitory units. The project would add veteran specific housing to an area that is rich in veterans' services and would provide additional support to homeless and disabled veterans.

Staff Report: Reed Flory, Housing Services Administrator and William Campbell, Principal Planner.

Advances Goals: 1, 2, 6.

ACTION: Motion to approve item 9.10 by McGarvey second by Sander;
Carried by a 5:0 roll call vote.

- 9.11 **Subject:** Update to the Capital Village Sign Criteria Document, in Relation to the Recently Approved Panera Bread Approval; Project No. DD7909 - Located at 3289 Zinfandel Drive.

Recommendation: Determine that the project is consistent with the Capital Village, Mitigated Negative Declaration and Adopt Resolution No. 92-2013, to approve a change to the Capital Village Sign Criteria document.

Result of Recommended Action: Adoption of this resolution would allow for more design flexibility for wall signs throughout the Capital Village project. The amendments would allow the height of sign text and sign logos to be calculated separately. Amendments would allow for the height of signs on all facades to have additional height. This would allow proposed Panera Bread building signs to be constructed as proposed by the applicant.

Staff Report: Jeffrey S. Beiswenger, AICP, Senior Planner.

Advances Goals: 1, 2, 6.

10. PUBLIC HEARING ITEMS

- 10.1 **Subject:** Montelena General Plan Amendment, Rezone, a Tentative Subdivision Map, and a 3rd Amendment to the Development Agreement; Project No. DD7920 – Located south of Douglas Road, approximately ¾ mile east of Sunrise Boulevard.

Recommendation: That Council:

- a) Adopt Resolution 94-2013 approving a General Plan Amendment, a Tentative Subdivision Map for those portions of Village 3 and 6 of the Montelena project, subject to the draft Conditions of Approval; and,
- b) Waive first reading and introduce Ordinance 23-2013 approving a zone change for that portion of Villages 3 and 6 of the Montelena project and the third amendment to the Development Agreement for the Montelena project.

Result of Recommended Action: Approval of the proposed actions would convert two small City open space sites to residential lots. Elimination of these open space sites is consistent with recent Council direction to amend the City Open Space standard. The remaining CRPD park located adjacent to these two open space sites will effectively serve the recreational needs of local residents. The proposed actions would also establish various obligations and rights noted within the 3rd Amendment of the Montelena Development Agreement.

Staff Report: William Campbell, Principal Planner.

Advances Goals: 1, 6.

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

- Mark Hansen, applicant, Montelena Douglas LLC
- Gil Ruiz, resident in the community

Mayor Budge closed the public comment period.

ACTION: Motion to approve by Terry second by McGarvey;
Carried by a 5:0 roll call vote.

10.2 **Subject:** Capital Village Chili's Restaurant Design Review Amendment; Project DD7763 - Design Review Amendment - 3199 Zinfandel Drive.

Recommendation: Determine whether the proposed project revisions are appropriate and, if so, determine that the project is consistent with the Capital Village Mitigated Negative Declaration and Adopt Resolution 93-2013, approving the Design Review Amendment.

Result of Recommended Action: Adoption of this resolution would amend the Chili's Restaurant color materials board and modify specific design elements of this building.

Staff Report: Jeffrey S. Beiswenger, AICP, Senior Planner.

Advances Goals: 1, 2, 6.

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

- Kevin Falconer, Applicant, Brinker International

Mayor Budge closed the public comment period.

ACTION: Motion to approve by Terry second by McGarvey;
Carried by a 5:0 roll call vote.

11. REGULAR CALENDAR ITEMS

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

ACTION: Discussion item only; no public testimony.

12. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

13. CITY MANAGER'S REPORT

14. ADJOURNMENT

Mayor Budge adjourned the meeting at 7:33 PM.

15. CLOSED SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the closed session to order in the Community Board Room at 7:40 PM.

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

Council Members Absent: None

Staff Members Present: Gaebler, Lindgren, Chinn, Silva, Mingay, Runner

16. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: City of Rancho Cordova and Successor Agency to the Rancho Cordova Redevelopment Agency v. Ana Matosantos, Julie Valverde, John Chaing, California State Board of Equalization. Case Number 34-2012-80001356

17. OPEN SESSION - REPORT FROM CLOSED SESSION

None.

18. ADJOURNMENT

Mayor Budge adjourned the meeting at 8:02 PM.

Mindy Cuppy, CMC, 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, July 23, 2013

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

DRAFT MINUTES

1. WORK SESSION - CALL TO ORDER/ROLL CALL

Mayor Budge called the special meeting to order in the American River Community Room North at 5:43 PM.

Council Members Present: McGarvey, Skoglund, Budge, Terry

Council Members Absent: Sander

Staff Members Present: Gaebler, Lindgren, Cuppy, Abhar, Chinn, Silva, Crone, Downton, Flory, Hayes, Junker, Mingay, Haven, R. Gaebler, Grossi, Davis

2. PUBLIC COMMENT

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

3. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

- 3.1 **Subject:** A Resolution of the City Council of the City of Rancho Cordova of Intention to Transfer Delinquent Refuse Service Charges to the Property Tax Rolls and Set a Public Hearing for the Same.

Recommendation:

1. Authorize the Mayor to approve the attached Resolution of Intention No. 97-2013 to transfer delinquent refuse service charges to the tax bills for Fiscal Year 2013-2014.
2. Set a Public Hearing for August 19, 2013, 5:30 pm in the City Council Chambers.

Result of Recommended Action: This action will begin the process to allow delinquent refuse service charges to be collected on the property tax rolls and sets a Public Hearing for the same.

Staff Report: Donna Silva, Finance Director and Michelle Mingay, Sr. Finance Analyst.

Advances Goals: 5.

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

4. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

- 4.1 **Subject:** Resolution Approving and Adopting a Revised 2013-14 Community Development Block Grant Action Plan.

Recommendation: Approve Resolution No. 95-2013.

Result of Recommended Action: City Manager will submit the revised 2013-14 Community Development Block Grant Action Plan to HUD and will direct staff to make any technical modifications deemed necessary.

Staff Report: Dana Grossi, Housing Services Division.

Advances Goals: 1, 2, 5, 6.

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

ACTION: Motion to approve by Terry second by McGarvey;
Carried by a 4:0 roll call vote. (Sander absent)

AT THIS POINT: Mayor Budge Recognized the Eppie's Great Race City of Rancho Cordova Team.

5. SPECIAL MEETING ITEMS

- 5.1 **Subject:** Disposition and Development Agreement with Mercy Housing and Approval of Permanent Loan Funds and Site Control for Phase 1 of the Mather Veterans' Village Affordable Housing Development for Homeless and Disabled Veterans.

Recommendation: Adopt Resolution No. 96-2013, authorizing the City Manager to execute the Disposition and Development Agreement (DDA) and related instruments with Mercy Housing, a California 501c3 not-for-profit corporation ("Developer") and approving a permanent loan for Mather Veterans' Village.

Result of Recommended Action: Adoption of this resolution will provide the City Manager authorization to execute the DDA and related instruments with Developer for Phase 1 of Mather Veterans' Village, an affordable housing development for homeless and disabled veterans. It will also authorize the commitment of funds in the form of a permanent, deferred loan for development costs and provide for site control necessary for Mercy Housing to prepare a competitive Tax Credit application for project gap funding.

Staff Report: Reed Flory, Housing Division.

Advances Goals: 1, 2, 3, 5, 6.

ACTION: Motion to approve by McGarvey second by Terry;
Carried by a 4:0 roll call vote. (Sander absent)

6. WORK SESSION ITEMS

6.1 2013 Housing Element Update Submittal.

ACTION: Motion to approve by Terry second by McGarvey;
Carried by a 4:0 roll call vote. (Sander absent)

6.2 Review of Draft City Open Space Guidelines.

ACTION: Discussion item only; no action taken.

7. ADJOURNMENT

Mayor Budge adjourned the meeting at 8:04 PM.

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 20-2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ADDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.03, RELATING TO SAFETY ASSESSMENT PLACARDS USED TO DENOTE CONDITIONS RELATING TO CONTINUED OCCUPANCY OF BUILDINGS

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

SECTION 1: Title 16, Chapter 16.03, "Safety Assessment Placards," is hereby added to read as follows:

Chapter 16.03 Safety Assessment Placards.

Sections:

16.03.010 Intent

16.03.020 Application of Provisions

16.03.030 Definitions

16.03.040 Safety Assessment Placards

Section 16.03.010 Intent

This chapter establishes standard safety assessment placards to be used to indicate the condition of a structure for continued occupancy. The chapter further authorizes the Building Official and his or her authorized representatives to post the appropriate safety assessment placard at each entry point to a building or structure upon completion of a safety assessment.

Section 16.03.020 Application of Provisions.

The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the City of Rancho Cordova. The City Council may extend the provisions as necessary.

Section 16.03.030 Definitions.

Safety assessment is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued use or occupancy.

Section 16.03.040 Safety Assessment Placards.

(a) The following are descriptions of the official jurisdiction safety assessment placards to be used to designate the condition for continued occupancy of buildings or structures. Copies of actual safety assessment placards are attached.

- (1) **INSPECTED - Lawful Occupancy Permitted** is to be posted on any building or structure wherein no apparent structural hazard has been found. This safety assessment placard is not intended to mean that there is no damage to the building or structure.
- (2) **RESTRICTED USE** is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this safety assessment placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
- (3) **UNSAFE - Do Not Enter or Occupy** is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this safety assessment placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This safety assessment placard is not to be used or considered as a demolition order. The individual who posts this safety assessment placard will note in general terms the type of damage encountered.

(b) This Municipal Code Section, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each safety assessment placard.

(c) Once it has been attached to a building or structure, a safety assessment placard is not to be removed, altered or covered until done so by the Building Official, or an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a safety assessment placard unless authorized pursuant to this section.

SECTION 2: Severability

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

SECTION 3: Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with

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

PASSED AND ADOPTED this _____ day of _____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

INSPECTED

LAWFUL OCCUPANCY PERMITTED

This structure has been inspected (as indicated below) and no apparent structural hazard has been found.

☐

Inspected Exterior Only

☐

Inspected Exterior and Interior

Report any unsafe conditions to local authorities;
Re-inspection may be required.

Caution: Aftershocks may occur after this inspection which may increase damage and risk.

Date _____
Time _____

This facility was inspected under
Emergency conditions by:

The City of Rancho Cordova
Building & Safety Division
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8760

Inspector ID/Agency:

Inspector comments:

It is a misdemeanor to Remove, Alter or Cover this Placard Unless Authorized by the Building Official.
(Municipal Code Title 16.03)



INSPECCIONADO

OCUPACIÓN LEGAL PERMITIDA

Esta estructura ha sido examinada (según se indica a continuación) y no se han encontrado peligros estructurales evidentes.

☐

**Inspección Exterior
unicamente**

☐

Inspección Exterior e Interior

Informar de toda condición peligrosa a las autoridades locales; podría ser necesaria una reinspección.

Advertencia: Las réplicas sísmicas posteriores a la inspección podrían incrementar los daños y el peligro.

Fecha _____
Hora _____

Esta instalación fue inspeccionada bajo las condiciones de Emergencia por:

La Ciudad de Rancho Cordova
Creación y Dirección de Seguridad
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8760

ID del inspector/Agencia:

Comentarios del inspector:

Es un delito menor extraer, modificar o tapar este aviso hasta sin autorizado por el Funcionario de Edificación.
(Título 16.03 del Código Municipal)



RESTRICTED USE

Caution: This structure has been inspected and found to be damaged as described below:

Entry, occupancy and lawful use are restricted as indicated below:

Caution: This structure has been damaged and its safety is questioned

Caution: Aftershocks may occur after this inspection which may increase damage and occupancy risk.

Date _____
Time _____

Facility Name and Address:

This facility was inspected under emergency conditions by:

The City of Rancho Cordova
Building & Safety Division
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8760

Inspector ID/Agency:

Inspector comments:

Do Not Remove, Alter or Cover this Placard Until Authorized by the Building Official.
(Municipal Code Title 16.03)



USO RESTRINGIDO

EXHIBIT A

Advertencia: Esta estructura ha sido examinada y se encontró que está dañada según se describe a continuación.

Se restringe el ingreso, la ocupación y el uso legal según se indica a continuación:

Advertencia: Esta estructura ha sido dañada y se cuestiona su seguridad.

Advertencia: Las réplicas sísmicas posteriores a la inspección podrían incrementar los daños y el peligro.

Fecha _____
Hora _____

Nombre y dirección de la instalación:

Esta instalación fue inspeccionada bajo las condiciones de Emergencia por:

La Ciudad de Rancho Cordova
Creación y Dirección de Seguridad
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8760

ID del inspector/Agencia:

Comentarios del inspector:

Es un delito menor extraer, modificar o tapar este aviso hasta sin autorizado por el Funcionario de Edificación.
(Título 16.03 del Código Municipal)



UNSAFE

**DO NOT ENTER OR OCCUPY
(THIS PLACARD IS NOT A DEMOLITION ORDER)**

This structure has been inspected, found to be seriously damaged, and is unsafe to occupy, as described below:

Do Not Enter, except as specifically authorized in writing by the jurisdiction. Entry may result in death or injury.

Date _____
Time _____

Facility Name and Address:

This facility was inspected under emergency conditions by:

The City of Rancho Cordova
Building & Safety Division
2729 Prospect Park Drive
(916) 851-8760

Inspector ID/Agency:

It is a misdemeanor to Remove, Alter or Cover this Placard Unless Authorized by the Building Official.
(Municipal Code Title 16.03)



PELIGRO

**NO INGRESAR NI OCUPAR
(ESTE AVISO NO ES UNA ORDEN DE DEMOLICIÓN)**

Esta estructura ha sido examinada, se encontró que está seriamente dañada y es peligrosa su ocupación, según se describe a continuación.

No ingresar, excepto que la jurisdicción lo autorice específicamente por escrito. El ingreso podría causar daños o la muerte.

Fecha _____

Hora _____

Nombre y dirección de la instalación:

Esta instalación fue inspeccionada bajo las condiciones de emergencia por:

La Ciudad de Rancho Cordova
Creación y Dirección de Seguridad
2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8760

ID del inspector/Agencia:

Es un delito menor extraer, modificar o tapar este aviso hasta sin autorizado por el Funcionario de Edificación.
(Título 16.03 del Código Municipal)



CITY OF RANCHO CORDOVA

ORDINANCE NO. 22-2010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AMENDING RANCHO CORDOVA MUNICIPAL CODE CHAPTER 16.02, "UNIFORM ADMINISTRATIVE CODE," WHICH ADOPTS BY REFERENCE PORTIONS OF CHAPTER 1 – DIVISION II OF THE 2010 CALIFORNIA BUILDING CODE AND CHAPTER 1 – DIVISION II 2010 CALIFORNIA RESIDENTIAL CODE

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

Section 1. Title 16, Chapter 16.02, "Uniform Administrative Code," is hereby amended to read as follows:

Chapter 16.02 UNIFORM ADMINISTRATIVE CODE

Sections:

<u>16.02.010</u>	Title.
<u>16.02.020</u>	Purpose.
<u>16.02.030</u>	Adoption of the Administrative Code.
<u>16.02.040</u>	Scope.
<u>16.02.050</u>	Definitions.
<u>16.02.060</u>	Amendments to the 2010 California Building Code and the 2010 California Residential Code.

16.02.010 Title.

This chapter shall be known and cited as the Rancho Cordova Administrative Code.

16.02.020 Purpose.

The purpose of the Rancho Cordova Administrative Code is to provide for the uniform administration and enforcement of the technical codes adopted by this jurisdiction.

The purpose of the Rancho Cordova Administrative Code and the technical codes is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of the Rancho Cordova Administrative Code.

16.02.030 Adoption of the Administrative Code.

Sections 102 through 116 of Chapter 1 of the 2010 Edition of the California Building Code, Part 2, and Sections R102 through R114, of the 2010 Edition of the California Residential Code, Part 2.5, Title 24, of the California Code of Regulations, are hereby adopted and incorporated by reference herein.

16.02.040 Scope.

The provisions of the Rancho Cordova Administrative Code shall serve as the administrative, organizational, and enforcement rules and regulations for the technical codes that regulate the site preparation and construction, alteration, moving, demolition, repair, use, and occupancy of buildings and structures including but not limited to docks, harbors, wharves, marinas, boathouses, signs, and building service equipment within this jurisdiction.

16.02.050 Definitions.

For the purposes of this chapter, the following definitions shall apply:

“California Building Code” means the current (2010) version of the California Code of Regulations Title 24, Part 2. The terms “California Building Code”, “Building Code”, and “CBC” are to be considered synonymous.

“California Residential Code” means the current (2010) version of the California Code of Regulations Title 24, Part 2.5. The terms “California Residential Code”, “Residential Code”, “Residential Building Code” and “CRC” are to be considered synonymous.

“Building Official” means the officer or other designated authority charged with the administration and enforcement of the Rancho Cordova Administrative Code and the technical codes. The terms “Chief of the Building and Safety Division,” “Building and Safety Division,” “Administrative Authority,” and “City” are to be considered synonymous respectively with the terms “Building Official,” “Chief Building Official” and “Building Division” as they appear in the Rancho Cordova Administrative Code or the Technical Codes.

“Building Service Equipment” refers to the plumbing, mechanical, and electrical equipment including piping, wiring, fixtures, and other accessories that provide sanitation, lighting, heating, ventilation, cooling, refrigeration, and fire fighting facilities essential for the habitable occupancy of the building or structure for its designated use and occupancy.

“Technical codes” refers to the following chapters of the Rancho Cordova Municipal Code (RCMC) containing the provisions for design, construction, alteration, addition, repair, removal, demolition, use, location, occupancy, and maintenance of all buildings and structures and building service equipment in this jurisdiction:

1. Chapter 16.04 RCMC, Building Code;
2. Chapter 16.06 RCMC, Residential Code;
3. Chapter 16.24 RCMC, Plumbing Code;
4. Chapter 16.26 RCMC, Energy Code;
5. Chapter 16.28 RCMC, Electrical Code;
6. Chapter 16.32 RCMC, Mechanical Code;
7. Chapter 16.36 RCMC, Swimming Pools;
8. Chapter 16.38 RCMC, Green Building Code; and
9. Chapter 17.04 RCMC, Fire Code.

16.02.060 Amendments to the 2010 California Building Code and the 2010 California Residential Code.

Amended sections are referenced by the CBC code section and the CRC code section that is affected; example: "Section 105.2 / R105.2" references the CBC code section first, than the CRC code section.

A. Section 105.2 / R105.2, "Work exempt from permit" is amended to read as follows:

105.2 / R105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

105.2 (A) / R105.2 (A) Building Permits. A building permit shall not be required for:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area of such structures with walls does not exceed 120 square feet, with a maximum 12 inch overhang or eave, and structures with four open sides do not exceed 120 square feet in roof area. All structures must meet set-back requirements as determined by the City Planning Department.
2. Fences not over 6 feet high.
3. Oil derricks.
4. Retaining walls that:
 - a. Are constructed of reinforced concrete or reinforced masonry and do not retain more than 36 inches of earth.
 - b. Are constructed of pre-cast block retaining wall systems installed per the manufacturer's installation instructions and do not retain more than 36 inches of earth.
 - c. Are constructed of decay resistant or treated wood and do not retain more than 24 inches of earth.
 - d. Are covered under improvement plans prescribed in Chapter 12.03 of the Rancho Cordova code.
 - e. Do not impound class I, II or IIIA liquids.
 - f. Do not support surcharge loads.
5. Water tanks supported directly on grade if the capacity does not exceed 5000 gallons and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below, and not part of an accessible route (Non-residential only).
7. Sidewalks, and driveways (Residential only)

8. Decks not exceeding 200 square feet in area, that are not more than 30 inches above grade at any point, are not attached to a dwelling, and do not serve the exit door required by Section R311.4 (Residential only)
9. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
10. Temporary motion picture, television and theater stage sets and scenery.
11. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground. Electrical pumps and decking not conforming to number "8" of this section are not exempt.
12. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
13. Swings and other playground equipment accessory to detached one and two-family dwellings. (Residential only)
14. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3 and U occupancies. (Residential only)
15. Non fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches in height.

105.2 (B) / R105.2 (B) Electrical Permits. An Electrical permit shall not be required for:

1. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved receptacle when that cord or cable is permitted by the Rancho Cordova Electrical Code.
2. Repair or replacement of fixed motors, transformers, or fixed approved appliances of the same type of rating in the same location within Group R, Division 3 Occupancies. (Residential only)
3. Listed cord-and-plug connected temporary decorative lighting.
4. Repair or replacement of current-carrying parts of any switch, conductor, or control device.
5. Reinstallation of attachment receptacles but not the outlets therefore.
6. Repair or replacement of electrodes or transformers of the same size and capacity for signs or gas tube systems.
7. Temporary wiring for experimental purposes in suitable experimental laboratories.
8. The wiring for temporary theater, motion picture, or television stage sets.

9. The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
10. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
11. Low-energy power, control, and signal circuits of Classes I and II as defined in the Rancho Cordova Electrical Code.
12. A permit shall not be required for the installation, alteration, or repair of electrical wiring, apparatus, or equipment or the generation, transmission, distribution, or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public or private utility in the exercise of its function as a serving utility.

105.2 (C) / R105.2 (C) Mechanical Permits.

See the 2010 California Mechanical Code Chapter 1, Division II, Part III, Section 112.2 for exempt work.

105.2 (D) / R105.2 (D) Plumbing Permits.

See the 2010 California Plumbing Code Chapter 1, Division II, Section 103.1.2 for exempt work.

105.2 (E) / R105.2 (E) Sign permits. A sign permit shall not be required for the following:

1. The changing of the advertising copy or message on a painted or printed sign only. Except for theater marquees and similar signs specifically designed for the use of replaceable copy, electrical signs shall not be included in this exemption.
2. Painting, repainting, or cleaning of an advertising structure or the changing of the advertising copy or message thereon shall not be considered an erection or alteration that requires a sign permit unless a structural change is made.
3. Temporary signs:
 - a. Real estate signs allowed per the Zoning Code of Rancho Cordova.
 - b. Temporary construction signs, signs identifying architects, landscape architects, engineers, contractors, or builders provided the signs are located on the construction site and the signs do not exceed 4 square feet in area.
 - c. Political, religious, and civic campaign signs.
 - d. Promotional signs.
4. Signs identified by the Rancho Cordova Zoning Code as being exempt from the provisions of the Rancho Cordova Zoning Code.

B. Section 105.2.2.1 / R105.2.2.1, "Limits on repair for R-3 and U occupancies", is added to read as follows:

105.2.2.1 / R105.2.2.1 Limits on repair for R-3 and U occupancies. When the scope of work for R-3 and U Occupancies involves the removal or replacement of 50 percent or greater of the linear length of the walls of the building (exterior plus interior) within a one-year period, the project shall be considered new construction; and the entire building shall comply with all current codes.

C. Section 105.3.2 / R105.3.2, "Time limitation of application," is amended to read as follows:

105.3.2 / R105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned based on the time frames shown in Table 105, calculated after the date of filing, unless such application has been pursued in good faith or a permit has been issued. The Building Official may extend the time for action for a period not exceeding 180 days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken.

Any inactive application not issued prior to the effective date of any new law, statute, provision, ordinance, or any revision or update to the same, that directly or indirectly applies to code regulation and enforcement, will be deemed void, and a new application shall be made, and new fees shall be calculated and collected at the rates currently in effect at the time of the new application.

D. Section 105.4.1 / R105.4.1, "Certificate of Construction," is added to read as follows:

105.4.1 / R105.4.1 Certificate of Construction. The Building Official may issue a Certificate of Construction for projects where a building permit is not appropriate. Typical examples of such projects are structures constructed for Rancho Cordova where a building permit would not be issued but a plan review would be performed or a project not under Rancho Cordova's jurisdiction but where inspection is to be conducted by the City on a contract.

E. Section 105.4.2 / R105.4.2, "Certificate of Release," is added to read as follows:

105.4.2 / R105.4.2 Certificate of Release. Prior to issuance of a permit, a Certificate of Release shall be obtained from the fire protection district for the following:

1. Any new dwelling when there is no public water supply source with a distribution system conforming to City standards.
2. Any new dwelling, covered porch/patio, and attached garage 3,600 square feet or greater.
3. Any new dwelling with a private access road.
4. Where the furthest point of the habitable structure is more than 150 feet from the public road.
5. All commercial projects and multi-family dwellings.

F. Section 105.5 / R105.5, "Expiration," is amended to read as follows:

105.5 / R105.5 Permit Expiration. Every permit issued by the Building Official under the provisions of the Technical Codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within the prescribed time frame, as determined in Table 105.

Before such work can be recommenced, the permit shall be renewed. The fee for renewal shall be equal to one-half the amount currently required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded the prescribed time frame, as determined in Table 105, and provided that the permittee has paid a fee based on cost recovery time of division staff time to complete the permit. The minimum fee will be based on a one hour of inspection time, plus ½ hour of administrative work time, multiplied by the current labor rate for the appropriate position. The maximum renewal fee will not exceed the full permit fee cost.

All permits will become null and void ("closed") 180 days after the prescribed expiration date as described in Table 105. No permit deemed "closed" may be renewed. A full fee, based on rates currently in effect, will be due to re-open a "closed" permit.

Permits deemed to have been expired or "closed" shall be subject to all permit related fee increases, new fees and code requirements currently in effect at the time of permit renewal as applicable, subject to the discretion of the Building Official.

The Building Official may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken.

TABLE 105

Permit Description (and Type)	Expiration Point for Plan Approval and Issuance of Permit
New Commercial Building (C-BLDG)	180 days from plan approval; 720 days from issuance of permit
Commercial Alteration, Tenant Improvement, Remodel (C-BLDG)	180 days from plan approval; 360 days from issuance of permit
Commercial Accessory Structure (C-OTHER)	180 days from plan approval; 360 days from issuance of permit
Commercial Incidental Permits (re-roof, Miscellaneous Plumbing, Electrical, Mechanical, Interior Demolition, etc.) (PME, REROOF, DEMO)	180 days from plan approval; 360 days from issuance of permit
Commercial Exterior Demolition – Full Structure (DEMO)	180 days from plan approval; 360 days from issuance of permit

Commercial Exterior Sign Permit (C-SIGN)	180 days from plan approval; 360 days from issuance of permit
Commercial Pool (POOL)	180 days from plan approval; 360 days from issuance of permit
New Residential Custom Homes (R-BLDG)	180 days from plan approval; 360 days from issuance of permit
New Residential Production Homes (P-BLDG)	180 days from plan approval; 720 days from issuance of permit; Model Homes do not expire as long as they are being used as models.
Residential Alteration, Remodel (R-BLDG)	180 days from plan approval; 360 days from issuance of permit
Residential Accessory Structures (R-OTHER)	180 days from plan approval; 360 days from issuance of permit
Residential Incidental Permits (re-roof, Miscellaneous Plumbing, Electrical, Mechanical, Interior Demolition, etc.) (PME, REROOF, DEMO)	180 days from plan approval; 180 days from issuance of permit
Residential Exterior Demolition – Full Structure (DEMO)	180 days from plan approval; 180 days from issuance of permit
Residential Pool and/or Spa (POOL)	180 days from plan approval; 360 days from issuance of permit
Master Plan Review (MASTERPLAN) – REVIEW ONLY	720 days from plan approval; extension of 360 days with written request

G. Section 105.7 / R105.7, “Placement of Permit,” is amended to read as follows:

105.7 / R105.7 Placement of permit. Work requiring a permit shall not be commenced until the permit holder or an agent of the permit holder shall have posted the building permit in a highly visible location on the job site so as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. The permit application, or a copy, and all correction notices must be kept with the building permit. This permit shall be maintained available by the permit holder until completion of the work and final approval has been granted by the Building Official.

H. Section 109.2 / R108.2, “Schedule of permit fees,” is amended to read as follows:

109.2 / R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as prescribed by ordinance or resolution of the City of Rancho Cordova.

When submittal documents are required by Section 107 or Section R106, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be prescribed by ordinance or resolution of the City of Rancho Cordova.

The plan review fees specified in this Section are separate fees from the permit fees specified in this Section and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review, or when the project involves a deferred submittal item as defined in Section 107.3.4.2 or R106.3.4, an additional plan review fee shall be charged as prescribed by ordinance or resolution of the City of Rancho Cordova.

I. Section R108.3, "Building permit valuations," is amended to read as follows:

R108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as structures, electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

J. Section R106.3.4, "Deferred Submittals," is added to read as follows:

R106.3.4 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official.

K. Section 109.6 / R108.5, "Refunds," is amended to read as follows:

109.6 / R108.5 Refunds. The Building Official may authorize the refunding of any fee paid hereunder that was erroneously paid or collected.

The Building Official may authorize the refunding of not more than 40 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code. Where no plan review fee was required, the Building Official may authorize the refunding of not more than 80 percent of the total permit fee paid when no work has been done under a permit issued in accordance with this Code.

The Building Official may authorize the refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original applicant no later than 180 days after the date of fee payment.

L. Section 109.7 / R108.7, "Re-inspection fee," is added to read as follows:

109.7 / R108.7 Re-inspection fee. A re-inspection fee may be assessed for any of the following reasons:

1. When such portion of work for which inspection is called is not completely ready or when previous corrections called for are not made.
2. When the job address is not clearly posted and visible from the street or the front of the building.
3. When there is a lack of access to the work to be inspected.
4. When the building permit is not posted on the job site.
5. When the approved plans are not readily available to the inspector.
6. When the building permit, or a copy, and any previous correction notice(s) are not readily available.
7. For deviating from plans requiring the approval of the Building Official.

This section is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of this Code, but as controlling the practice of calling for inspections before the job is completely ready for such inspection.

To obtain a re-inspection, the applicant shall pay any re-inspection fee as prescribed by ordinance or resolution of the City of Rancho Cordova.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

M. Section 111.1 / R110.1, "Use and occupancy," is amended to read as follows:

111.1 / R110.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of this code or other ordinances of the City of Rancho Cordova.

Exception: Certificates of Occupancy are not required for R-3 occupancies.

N. Section 112.1 / R111.1 "Connection of service utilities" is amended to read as follows:

112.1 / R111.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel, or power to any building service equipment that is regulated by the Technical Codes and for which a permit is required by this Code until approved by the Building Official.

O. Section 112.2 / R111.2 "Temporary connections" is amended to read as follows:

112.2 / R111.2 Temporary connections. The Building Official may authorize the temporary connection of the building service equipment to the source of energy, fuel, or power for the purpose of testing building service equipment or for use under a temporary Certificate of Occupancy.

P. Section 112.3 / R111.3 "Authority to disconnect service utilities" is amended to read as follows:

112.3 / R111.3 Authority to disconnect service utilities. The Building Official or an authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure, or building service equipment therein regulated by this Code or the Technical Codes when the building owner or occupant knowingly fails to comply with a notice or order, or in case of emergency where necessary to eliminate an immediate hazard to life or property.

The Building Official shall, whenever possible, notify the serving utility, and the owner and occupant of the building, structure, or building service equipment of the decision to disconnect prior to taking such action and shall notify such serving utility, owner, and occupant of the building, structure, or building service equipment, in writing, of such disconnection immediately thereafter.

112.4 / R111.4 Authority to condemn building service equipment. Whenever the Building Official ascertains that any building service equipment regulated in the Technical Codes has become hazardous to life, health, or property or becomes unsanitary, the Building Official shall order, in writing, that such equipment either be removed or restored to a safe or sanitary condition, whichever is appropriate. The written notice shall fix a time limit for compliance with such order. No person shall use or maintain defective building service equipment after receiving such notice.

When such equipment or installation is to be disconnected, a written notice of such disconnection and causes therefore shall be given within 24 hours to the serving utility, the owner, and occupant of such building, structure, or premises.

When any building service equipment is maintained in violation of the Technical Codes and in violation of any notice issued pursuant to the provisions of this section, the Building Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

SECTION 113 / R112 BOARD OF APPEALS

Q. Section 113.3.1 / R112.3.1, "Membership," is added to read as follows:

113.3.1 / R112.3.1 Membership. The board shall consist of at least five and no more than seven members with a quorum being four members. The members of the board shall be appointed by the City Council.

Membership in the board shall be from individuals representing any of the following disciplines:

1. General contractor specializing in residential construction.
2. General contractor specializing in commercial construction.
3. Electrical contractor.
4. Mechanical contractor.
5. Plumbing contractor.
6. Electrical engineer.
7. Mechanical engineer.
8. Civil or structural engineer.
9. Architect.
10. Fire service representative.
11. Attorney.
12. Utility representative.
13. Public members-at-large.

No two members shall be of the same discipline listed above.

The board shall annually select a chairperson from its appointed members. The Building Official shall be an ex officio member and shall act as the secretary of the board of appeals.

R. Section 113.3.2 / R112.3.2, "Terms," is added to read as follows:

113.3.2 / R112.3.2 Terms. Terms for members other than ex officio or advisory of the board of appeals shall be for two years. Terms shall expire in alternate years. At initial formation, terms may be set for one or three years by the Building Official to create a staggering of terms expirations.

S. Section 113.3.3 / R112.3.3, "Vacancies," is added to read as follows:

113.3.3 / R112.3.3 Vacancies. Vacancies shall be filled by appointment for the unexpired portion of the term.

T. Section 113.3.4 / R112.3.4, "Attendance," is added to read as follows:

113.3.4 / R112.3.4 Attendance. Any appointee member of the board of appeals who fails to attend three consecutive meetings of the board of appeals without notifying the secretary shall automatically lose membership thereon. It shall be the duty of the chairperson of the board of appeals to report to the city council any appointee member who has failed to attend three consecutive meetings without such notification.

U. Section 113.3.5 / R112.3.5, "Secretary," is added to read as follows:

113.3.5 / R112.3.5 Secretary. The secretary shall have no vote except in the case of a tie vote.

V. Section 113.3.6 / R112.3.6, "Meetings," is added to read as follows:

113.3.6 / R112.3.6 Meetings. The board of appeals shall hold monthly meetings as needed.

W. Section 113.3.7 / R112.3.7, "Rules and Regulations," is added to read as follows:

113.3.7 / R112.3.7 Rules and Regulations. The board of appeals shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the Building Official, with a copy to the applicant, and may recommend to the City Council such new legislation as is consistent therewith. Decisions and findings shall be filed in the office of the Building Official, for public inspection.

X. Section 113.3.8 / R112.3.8, "Granting Modifications," is added to read as follows:

113.3.8 / R112.3.8 Granting Modifications. Whenever there are practical difficulties involved with carrying out the provisions of the Building, Electrical, Mechanical, Plumbing, and/or Swimming Pool codes of the City of Rancho Cordova, the board of appeals may grant modifications for individual cases, provided it is found that special circumstances make strict adherence to the code(s) impractical and that the modification is in conformity with the intent and purpose of the code(s) and that such modification does not reduce any fire protection requirements or any degree of structural integrity.

Y. Section 114.4 / R113.4, "Violation penalties," is amended to read as follows:

114.4 / R113.4 Violation Fee. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

A violation fee is separate and independent from other fees, shall be collected whether or not a permit is then or subsequently issued, provided, however, that this provision shall not apply to emergency work when it is proved to the satisfaction of the Administrative Authority that such work was urgently necessary and that it was not practical to obtain a permit before commencement of the work. In all such cases, a permit must be obtained as soon as it is practical to do so; and, if there is an unreasonable delay in obtaining such permit, the violation fee as herein provided shall be charged.

The violation fee shall be based on cost recovery time of division staff time to complete the necessary permit(s).

The minimum violation fee will be based on one hour of inspection time, plus ½ hour of administrative work time, multiplied by the current labor rate for the appropriate position, plus the Total Permit Fee of any permits necessary to mitigate the violation.

The maximum violation fee will not exceed the amount equal to the Total Permit Fee, plus the Total Permit Fee of any permits necessary to mitigate the violation. The payment of such

violation fee shall not exempt any person from compliance with other provisions of this Code, the Technical Codes, or from any penalty prescribed by law.

Any person who violates the provisions of this code may also become subject to an Administrative Citation as described in RCMC Chapter 16.18.205(F).

Z. Section 114.3.1 / R113.3.1, "Connection after order to disconnect," is added to read as follows:

114.3.1 / R113.3.1 Connection after order to disconnect. No person shall make connections from any energy, fuel, or power supply nor supply energy or fuel to any building service utilities or equipment that has been disconnected or ordered to be disconnected by the Building Official or the use of which has been ordered to be discontinued by the Building Official until the Building Official authorizes the reconnection and use of such equipment.

The Building Official shall have the right to withhold clearing building service utilities or equipment for hookup by the service agency if the owner or contractor refuses to comply with other ordinances affecting the structure as a whole.

Section 2. Severability

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

Section 3. Effective Date and Publication

Within fifteen (15) days from and after adoption, this Ordinance shall be published once in the Grapevine Independent, a newspaper of general circulation printed and published in Sacramento County and circulated in the City of Rancho Cordova, in accordance with California 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 on the _____ day of _____, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

CITY OF RANCHO CORDOVA

ORDINANCE NO. 23-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE MONTELENA PROJECT AND AMENDING CERTAIN
ZONING CODE DESIGNATIONS WITHIN THE 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. On April 3, 2006, the City and CP Sunridge, LLC entered into a Development Agreement for the Montelena Project, consisting of 251.9 acres of low density residential development. (Ordinance Number 10-2006). The Montelena Project is located south of Douglas Road and west of Rancho Cordova Parkway (hereinafter known as the "Property"). The Montelena Project remains undeveloped.

C. The Montelena Project is within the Sunrise Douglas Community Plan and the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2012, the City certified a partially Revised EIR for the SDCP/SRSP, however, at that time the City, determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP.

D. On February 21, 2006, the City approved an Initial Study and a Mitigated Negative Declaration ("MND") for the Tentative Subdivision Map of the Montelena Project, pursuant to the California Environmental Quality Act ("CEQA"). In the Initial Study and MND, the City concluded that the Project would not have a significant impact on the environment due to the mitigation measures adopted by the City in the SDCP/SRSP EIR and the MND. All environmental impacts were reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 10-2006, which adopted the Development Agreement, are still accurate and relevant to the Amendment.

E. On November 19, 2007, the City approved an amendment to the Agreement (“First Amendment”) identifying a fifty (50) acre wetland preserve within the Project. (City Ordinance 25-2007.) The 2007 amendment did not result in any direct physical change to the environment, or any reasonably foreseeable indirect physical change in the environment, thus, no additional environmental review was conducted at that time.

F. Montelena Douglas, LLC (“Landowner”) was assigned all of the interest of CP Sunridge, LLC in the Agreement in 2008 by virtue of that certain “Assignment and Assumption Agreement Relative to Montelena” dated February 14, 2008, and recorded on February 15, 2008 in the Official Records of Sacramento County at Book 20080215, Page 0899 .

G. On June 18, 2012, City and Landowner subsequently entered into the “Second Amendment to Development Agreement by and between the City of Rancho Cordova and Montelena Douglas LLC relative to Montelena” that was recorded on September 6, 2012, in the Official Records of Sacramento County, at Book 20120906, Page 1316 (the “Second Amendment”) to memorialize a change in the Project Approvals that City had approved for the Property. The Development Agreement, as amended by the First Amendment and by the Second Amendment are hereinafter collectively referred to as the “Amended Development Agreement.”

H. The Second Amendment changed the land use designations in Villages 4 and 5 of the Project, encompassing approximately 45.3 acres of the 251.9-acre Project, by removing 85 single-family homes (reducing the total from 875 to 790), and then adding 14.2 acres of commercial use, a 1.6 acre park, and a 2.4 acre fire station site.

I. In processing the Second Amendment, the City performed an Initial Study pursuant to CEQA Guidelines section 15063. The Initial Study reviewed the potential environmental impacts of the proposed changes to the Project and concluded that the changes did not result in any new significant impacts that were not analyzed in previous environmental documents. As a result of that conclusion, the City prepared a Subsequent Mitigated Negative Declaration (“SMND”). The Initial Study and SMND updated the previous environmental analysis to reflect the changes to the Project, revised previous mitigation measures where necessary, and imposed new mitigation measures to ensure the changes to the Project would not result in any new significant environmental impacts.

J. Pursuant to Government Code section 65868, City and Landowner now desire to modify the Amended Development Agreement to reflect certain further changes and modifications to the obligations of the Landowner to pay certain fees for park renovations at existing city parks, and for park improvements at new city parks, to revise the Landowner’s park dedication obligations, and to provide for the installation of a pedestrian bridge at the Property by Landowner, all as more fully set forth in the attached Third Amendment to the Development Agreement “Third Amendment.”

K. The requested approvals by Landowner to the Montelena Project include the Third Amendment, an amendment to the City’s Zoning Code Map and a General Plan Amendment. The General Plan Amendment was presented to the City Council on July 15, 2013 as part of Resolution No. 94-2013.

L. The attached Zoning Code Map amendment changes 1.7± acres within the Montelena Project from Parks/Open Space (SRSP) to RD-7(SRSP), and 2.1± acres of Parks/Open Space (City Zoning) to RD-5 Single Family Residential (City Zoning). The 1.7± acre portion of the Project will continue to be developed pursuant to the vested rights of the original approval under the General Plan designation at the time of Montelena Project was approved.

M. The proposed General Plan Amendment, Zoning Code Map Amendment and Third Amendment will not have a significant adverse impact on the environment. An Addendum to the Mitigated Negative Declaration was prepared in accordance with the California Environmental Quality Act (CEQA). No signification impacts were identified. On the basis of the Addendum to the Mitigated Negative Declaration, comments received, and the whole record, there is no substantial evidence that the Project will have a significant adverse impact on the environment. The Addendum to the Mitigated Negative Declaration reflects the City Council's independent judgment and analysis.

N.. On July 15, 2013, the City Council, as the legislative body for purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing.

Section 2: Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan and General Plan EIR; (c) the SDCP/SRSP EIR; (d) the Montelena MND; and, (e) the SMND prepared for the Second Amendment to the Development Agreement, the City Council finds and determines that:

A. The Third Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in that: (a) The Project remains predominantly low-density residential and consistent with the General Plan and Zoning Code amendments that were prepared for the Second Amendment; (b) the Project is consistent with the fiscal policies of the General Plan with respect to provisions of infrastructure and public services; and, (c) the Third Amendment and Amended Development Agreement include provisions relating to financing public services, construction and maintenance of public facilities, park development fees and similar provisions to replace those set forth in the SunRidge Specific Plan.

B. The Third Amendment and Amended Development Agreement are compatible with the uses authorized in, and the regulations prescribed for, the land use area in which the real property is located, including the amendment to the Rancho Cordova Zoning Code Map as adopted herein.

C. The Third Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Third Amendment and Amended Development Agreement will continue to implement land use guidelines set forth in the General Plan and help fund infrastructure and parks needed to serve new development.

D. The Third Amendment will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan.

E. The Third Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan.

F. The Third Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3: Approval of Third Amendment to Development Agreement.

The City Council hereby approves the Third Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as **Exhibit 2B**, and authorizes the City Manager to sign the amended Development Agreement after the effective date of this Ordinance.

Section 4: Recordation

Within ten (10) days after the Third Amendment to the Development Agreement is executed by the City Manager, the City Clerk shall submit the amendment to the County Recorder for recordation.

Section 5: Amendment to the Rancho Cordova Zoning Code Map

The City Council hereby amends the Rancho Cordova Zoning Code Map for portions of the Montelena Project as shown on **Exhibit 2A**

Section 6: Severability.

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

Section 7: 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 _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

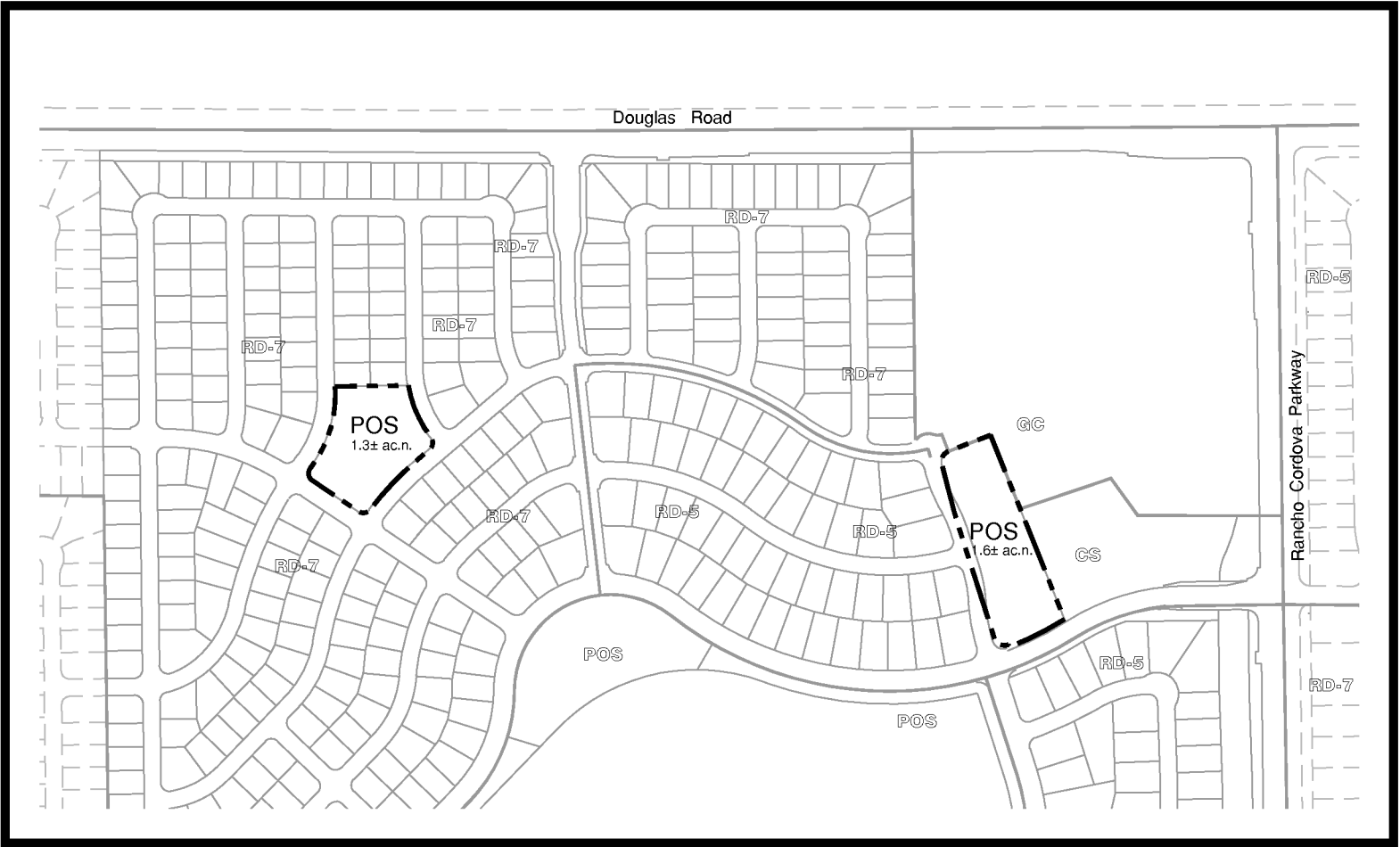
ABSTAIN:

Linda Budge, Mayor

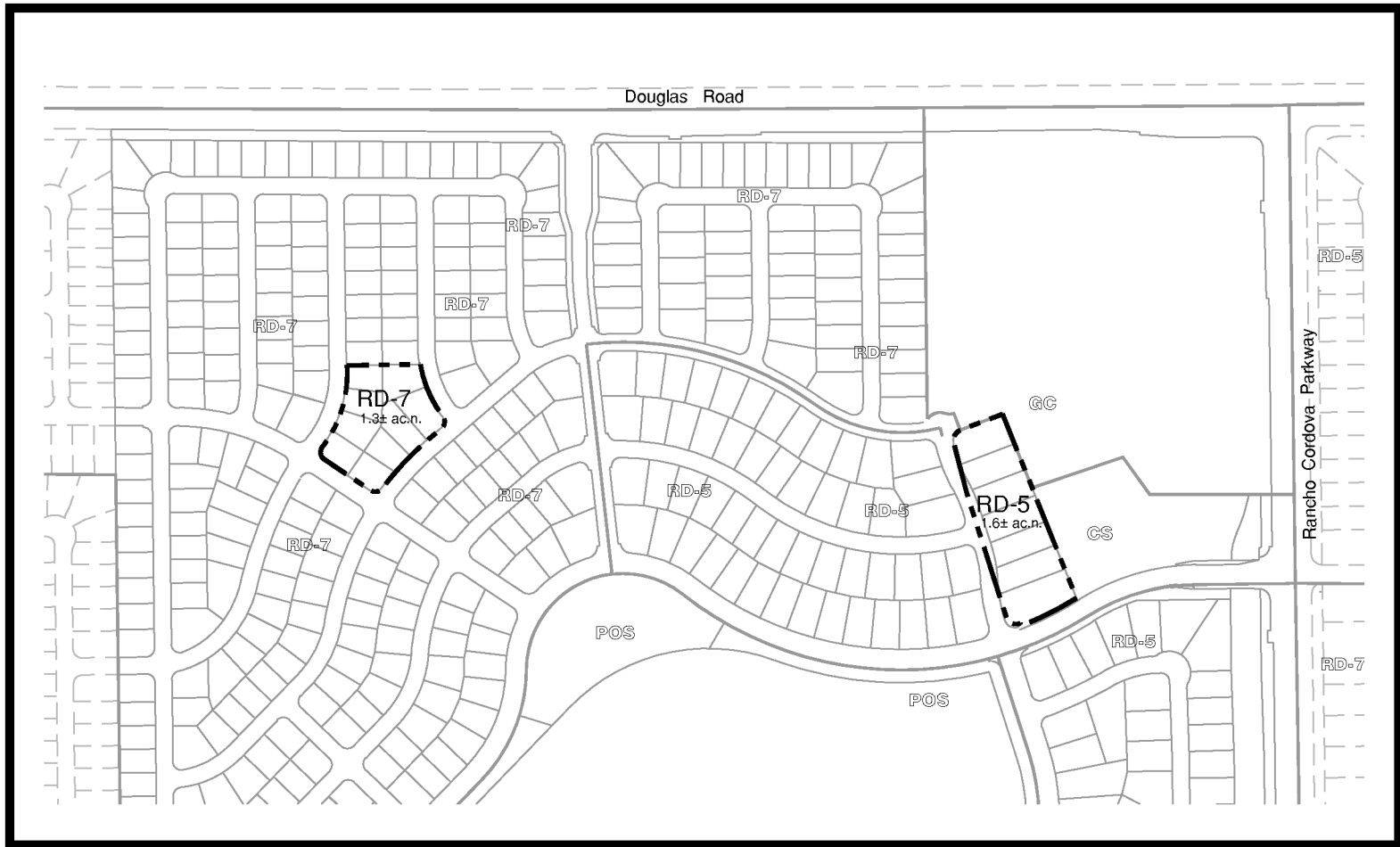
ATTEST:

Mindy Cuppy, CMC, City Clerk

2105215.2



Existing Zoning



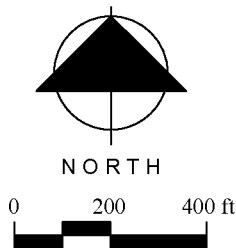
Proposed Zoning

Rezone Exhibit

MONTELENA
Village 4 & 5

Scale 1"=400'
(when printed on 11 x 17)

May 1, 2013



Mackay & SompS
ENGINEERS PLANNERS SURVEYORS
1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

27042.00

OFFICIAL BUSINESS

Document entitled to free recording
Government Code §6103

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(SPACE ABOVE LINE RESERVED FOR RECORDER'S USE)

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND MONTELENA DOUGLAS, LLC
RELATIVE TO MONTELENA**

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND MONTELENA DOUGLAS, LLC
RELATIVE TO MONTELENA**

This Third Amendment (the "Third Amendment") to Development Agreement is dated _____, 2013, for references purposes only, and is made by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation ("City"); and **MONTELENA DOUGLAS, LLC**, a California limited liability company (the "Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as a "Party."

RECITALS

A. The City and the Landowner's predecessor in interest, CP SUNRIDGE, LLC, a Delaware limited liability company, are parties to a Development Agreement that is dated April 3, 2006 and was recorded on July 18, 2006 in the Official Records of Sacramento County at Book 20060718, Page 0966 (the "Agreement") establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Agreement (the "Property").

B. The Agreement was subsequently amended by the City and CP Sunridge LLC on November 19, 2007 by an instrument entitled "First Amendment to Development Agreement By and Between the City of Rancho Cordova and CP Sunridge, LLC relative to Montelena" and was recorded on January 31, 2008, in the Official Records of Sacramento County at Book 20080131, Page 1582 (the "First Amendment") to clarify that the terms and provisions of the Agreement were not applicable to the wetland preserve area established within the Property.

C. Landowner was assigned all of the interest of CP SUNRIDGE LLC in the Agreement in 2008 by virtue of that certain "Assignment and Assumption Agreement Relative to Montelena" dated February 14, 2008, and recorded on February 15, 2008 in the Official Records of Sacramento County at Book 20080215, Page 0899 (the "Assignment").

D. On June 18, 2012, City and Landowner subsequently entered into the "Second Amendment to Development Agreement by and between the City of Rancho Cordova and Montelena Douglas LLC relative to Montelena" that was recorded on September 6, 2012, in the Official Records of Sacramento County at Book 20120906 at Page 1316 (the "Second Amendment") to memorialize a change in the Project Approvals that City had approved for the Property. The Development Agreement, as amended by the First Amendment and by the Second Amendment are hereinafter collectively referred to as the "Amended Development Agreement."

E. Pursuant to Government Code Section 65868, City and Landowner now desire to modify revise the Amended Development Agreement to reflect certain further changes and modifications to the obligations of the Landowner to pay certain fees for park renovations at existing city parks and for park improvements at new city parks, to revise the Landowner's park dedication obligations, and to

provide for the installation of a pedestrian bridge at the Property by Landowner, all as more fully set forth below in this Third Amendment.

F. This Third Amendment that amends certain provisions of the Amended Development Agreement applicable to the entire Property was adopted by City Ordinance No. _____ on _____, 2013.

AGREEMENT

1. Incorporation of Recitals. Recitals A through F are hereby incorporated herein, including all documents referred to in said Recitals.

2. Restatement of Section 6.4.1 concerning the “New Park Development Obligation.” City and Landowner agree that Section 6.4.1 of the Amended Development Agreement is hereby deleted and replaced with the following:

“6.4.1 New Park Development Obligation. City and Landowner agree that Landowner’s obligation to dedicate land for new parks and open space shall be satisfied by Landowner’s dedication of 15.4± net acres of park land within the Project, set forth more specifically in the revised Exhibit 1 (the “Dedicated Land”). The Dedicated Land consists of 10.8 acres for a community park (Park Site A on Exhibit 1) and two neighborhood parks consisting of a total of 4.6 acres (Park Sites B and C on Exhibit 1 hereto).

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for the Cordova Recreation and Park District and the City to design, construct and install park improvements (the “Park Development Impact Fee”). The Park Development Impact Fee will be paid prior to issuance of each residential building permit within the Project.

The amount of the Park Development Impact Fee will depend on which parks the Landowner constructs.

Prior to the recordation of the first final small lot subdivision map on any portion of the Property, the Landowner, in its sole discretion, shall decide, whether it will construct: (1) none of the three parks in Exhibit 1; (2) the two neighborhood parks (Park Sites B and C on Exhibit 1), but not the community park (Park Site A on Exhibit 1); or (3) both neighborhood parks and the community park (all three parks on Exhibit 1).

For any parks the Landowner decides to construct, its obligation is to design, construct and install park facility improvements (i.e., “turnkey parks”) consistent

with (i) the “Park Development Agreement” being negotiated between the Landowner and the Cordova Recreation and Park District, and (ii) then applicable City standards. The Landowner shall inform the City of its decision about which parks it will construct in writing prior to the approval of the first final small lot subdivision map on any portion of the Property such that the City may reflect that decision in approval documents and/or subdivision improvement agreements for final small lot subdivision maps on the Property. The Landowner’s decision shall be a one-time decision which shall fix the Park Development Impact Fee for all residential units in the Project.

If the Landowner decides to construct none of the three parks in Exhibit 1, the Park Development Impact Fee will be \$10,460 for each single-family residential parcel or residential parcel equivalent.

If the Landowner decides to construct the two neighborhood parks (Park Sites B and C on Exhibit 1) , but not the community park (Park Site A on Exhibit 1), the Park Development Impact Fee will be \$8,079 for each single-family residential parcel or residential parcel equivalent.

If the Landowner decides to construct both neighborhood parks and the community park (all three parks on Exhibit 1), the Park Development Impact Fee will be \$2,215 for each single-family residential parcel or residential parcel equivalent.

Regardless of the Landowner’s decision about which parks to construct, the Park Development Impact Fee shall be adjusted on March 1, 2014 and annually thereafter no later than March 15th by the method provided in City Ordinance No. 24-2004 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 January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.
- (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 January, however the March 2014 adjustment factor shall be computed by dividing the “mean” index for January 2013.

The Park Development Impact Fee shall not include the cost of park street frontage improvements at parks. If and when the City amends the Citywide Park Improvement Fee, the Landowner and City agree to explore adjustments to the Park Development Impact Fee. Under no circumstances shall the Landowner be required to pay any new Citywide Park Improvement Fee in addition to the Park Development Impact Fee as set forth in this Third Amendment.

City further agrees and acknowledges that the 15.4 acres of park land dedication being provided at the Project pursuant to this Third Amendment will satisfy the park land dedication requirements of Resolution No. 28-2005. ”

4. Restatement of Section 6.4.2 concerning the “Timing of Dedications and Improvements of Parks.” City and Landowner agree that Section 6.4.2 of the Amended Development Agreement is hereby deleted and replaced with the following:

“6.4.2 Timing of Dedications of Parks. Prior to the recordation of any residential small lot final subdivision map in the Project which contains a portion of the Dedicated Land, but not prior to construction of model homes, Landowner shall irrevocably offer for dedication to the Cordova Recreation and Park District that portion of the Dedicated Land that is encompassed within such residential small lot final subdivision map, and either (a) enter into a park development agreement with the Cordova Recreation and Park District for the improvement of the applicable Park Site(s) within that portion of the Dedicated Land situated within said residential small lot final subdivision map if the Landowner has elected to construct park facility improvements under Section 6.4.1 above at any Park Site and pay the Park Development Impact Fee in the applicable amount, or (b) be required to only pay the applicable Park Development Impact Fee if the Landowner has elected pursuant to Section 6.4.1 not to construct improvements at any of the Park Sites.”

5. Restatement of Section 6.4.3 concerning the “In-fill Park and Open Space Renovation and Acquisition Fee.” City and Landowner agree that Section 6.4.3 of the Amended Development Agreement is hereby deleted and replaced with the following:

“6.4.3 In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each residential parcel shown on the final maps for the Property (the “Park Renovation Fee”). Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit G to the Amended Development Agreement. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations, including without limitation any fees paid pursuant to California Government Code Section 66477 (the “Quimby Act”). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of

paying the Park Renovation Fee required under this Section 6.4.3. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted to correspond to the new Citywide funding mechanism, provided that the Landowner does not challenge or oppose the approval or implementation of the new Citywide funding mechanism.

6. Addition of New Section 6.4.9 Concerning Installation of new Pedestrian Bridge. City and Landowner agree to add a new Section 6.4.9 to the Amended Development Agreement as follows to provide for the Landowner's obligation to install a new pedestrian bridge at the Project:

"6.4.9 New Pedestrian Bridge. City and Landowner agree the Landowner shall have the obligation to install a new pedestrian bridge (the "Bridge") over the drainage canal located in the southwest corner of the park identified as Park Site A on the diagram attached as Exhibit 1 to this Third Amendment. The Bridge shall be a steel H-5 loading "Bow truss" design bridge with a ten foot wide wood deck travel lane for pedestrian use (as measured inside rail to inside rail). Plans and specifications for the Bridge shall be prepared by Landowner in substantial compliance with the design in Exhibit 2, and be approved by the City; such City approval will not to be unreasonably withheld, conditioned or delayed. The Bridge shall be installed when the park improvements are constructed at the park in Park Site A shown on Exhibit 1 to this Third Amendment."

7. Replacement of Exhibit E "Diagram of Park Land Dedication." City and Landowner agree to delete Exhibit E of the Amended Development Agreement and replace it with the new Exhibit 1 "Diagram of Park Land Dedication" attached hereto and hereby incorporated herein by reference.

8. Detention Basin Improvements. Exhibit 3 and Exhibit 4 attached hereto and incorporated by reference identify improvements that Landowner will construct to the detention basin and its surrounding edge and it is hereby agreed that they replace Exhibit "I" of the Second Amendment in its entirety. The trails and other landscaping improvements are conceptually shown on Exhibit 3. The construction of improvements within the detention basin are shown in Exhibit 4 and will satisfy the detention basin improvement obligation described in Section 10 of the Second Amendment to the Development Agreement. City agrees with Landowner that due to grading and the hydrology of the detention basin trails will not be placed inside or routed through the detention basin.

9. Landscape Corridor Lots. City and Landowner agree that whenever Landowner records a final map for any of the Landscape Corridor Lots "H" through "T" as shown on the Tentative Map for the Property attached as Exhibit C to the Second Amendment, after all the improvements have been completed and accepted by the City the Landowner shall within thirty (30) days thereafter transfer ownership of said lots to the City and the City will accept ownership and maintenance responsibility for said lots from and after the date of transfer. City agrees to accept title to the Landscape Corridor lots subject to any public utility easements that may have been granted therein, including, but not limited to, easements granted to the Sacramento County Water Agency.

10. Definition of Terms. All capitalized terms used in this Third Amendment shall have the same definition as provided in the Amended Development Agreement, except where a different definition has been supplied in this Third Amendment.

11. All Other Terms Remain in Force. Except as amended by Sections 1 through 8 above, all terms and conditions of the Amended Development Agreement remain in full force and effect.

12. Effective Date. This Third Amendment takes effect on the effective date of the ordinance that approves it (the "Effective Date") (Gov. Code, § 65868).

13. Recording. Within ten (10) days after the Effective Date, City shall record this Third Amendment with the Sacramento County Recorder's Office.

14. Counterparts. The Parties may execute this Third Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

15. Entire Agreement. This Third Amendment sets forth the Parties' entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This Third Amendment will control if any conflict arises between it and the Amended Development Agreement.

City of Rancho Cordova

Montelena Douglas, LLC

By: Pilatus Properties, LLC

Its: Manager

By: _____

By: _____

Name: _____

Name: Ronald Alvarado

Title: _____

Title: Manager

Date: _____, 2013

Date: _____, 2013

Approved as to Form
City Attorney

By: _____

[Attach Certificates of Acknowledgment – Civil Code § 1189]

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

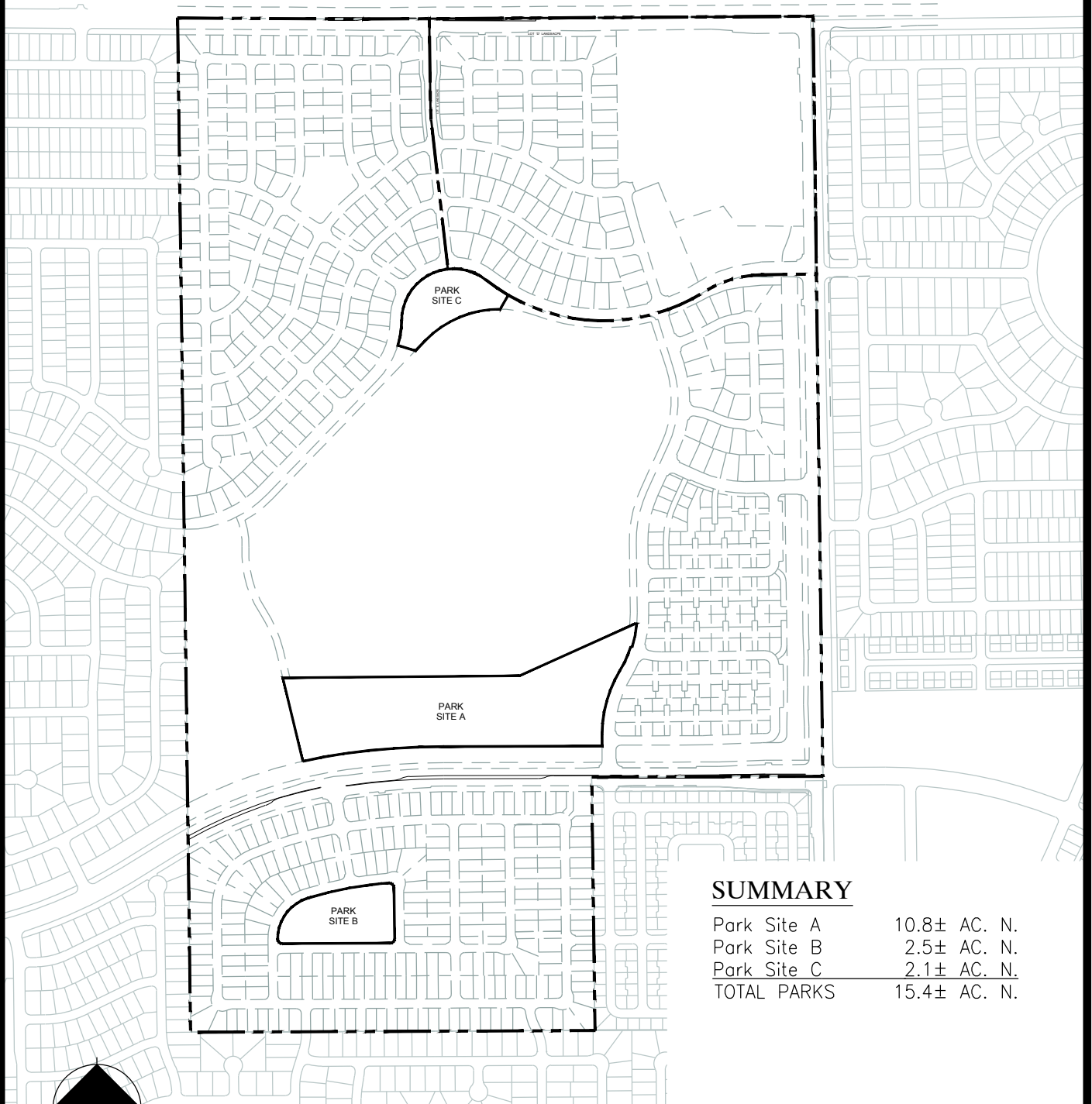
Signature _____ (Seal)

EXHIBIT 1

Park Site Dedications

MONTELENA

June 19, 2013



SUMMARY

Park Site A	10.8± AC. N.
Park Site B	2.5± AC. N.
Park Site C	2.1± AC. N.
TOTAL PARKS	15.4± AC. N.



MACKEY & SOMPS
ENGINEERS PLANNERS SURVEYORS
 1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

27042.00

6-16-2013 12:42:37 C:\Users\jmuers1\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KOKH5V8\Park_Agreement- Exhibit 1.dwg
 There are no references in this drawing.

EXHIBIT 2

Pedestrian Bridge Design

MONTELENA

June 19, 2013



MacKay & Somps
 ENGINEERS PLANNERS SURVEYORS
 1552 Eureka Road, Suite 100, Roseville, CA 95661 (916) 773-1189

27042.00

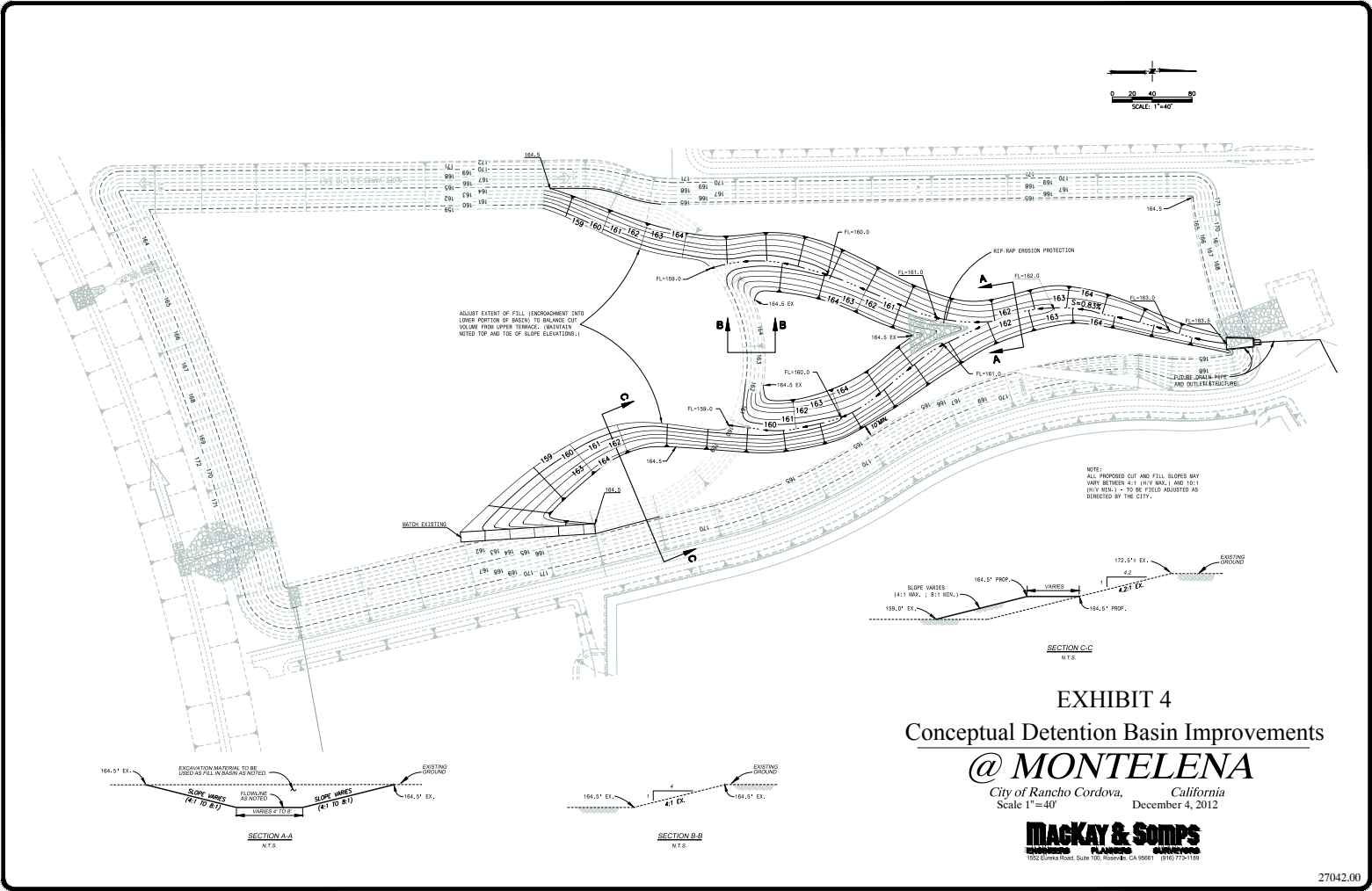
1-13-2012 13:24:55 P:\27042\Planning\Cad files\CA Exhibit\27042-Exhibit E.dwg
 There are no references in this drawing.

EXHIBIT "3"



Montelena Recreation Amenities Concept Diagram

Detention/Open Space 9.5 acres



CITY OF RANCHO CORDOVA

ORDINANCE NO. 24-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND
RICHMOND AMERICAN HOMES OF MARYLAND, INC.,
RELATIVE TO CERTAIN LOTS OF ANATOLIA III
(VILLAGE 18 LOTS 1-66; 72-85; VILLAGE 19 LOTS 30-33; 48-60;
AND VILLAGE 24 LOTS 13; 17; AND 18).**

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. On November 20, 2003, the City of Rancho Cordova and Sun Ridge, LLC, a California limited liability company ("Sun Ridge") entered into that certain agreement entitled Development Agreement by and between the City of Rancho Cordova and Sun Ridge, LLC Relative to Anatolia III (the "Development Agreement"). Pursuant to the Development Agreement, Sun Ridge agreed to develop certain property, more particularly described in the Development Agreement (the "Anatolia III Development"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on December 5, 2003, in Book 20031205, Page 1484.
- C. Sun Ridge conveyed portions of the Anatolia III Development to several landowners, including the property that is subject to the Development Agreement amendment ("First Amendment"), attached hereto as **Attachment 2**. Specifically, Sun Ridge conveyed the portions of Anatolia III subject to the First Amendment ("Subject Property"), as shown in **Exhibit A** to the First Amendment, to Lennar Renaissance, Inc. Sun Ridge and Lennar Renaissance, Inc. entered into an Assignment and Assumption Agreement dated February 23, 2005.
- D. Lennar Renaissance, Inc. conveyed the Subject Property to Family Real Property, LP., and the parties entered into an Assignment and Assumption Agreement dated November 25, 2008.
- E. Family Real Property, LP. conveyed the Subject Property to TW Investments, Inc. and both parties entered into an Assignment and Assumption Agreement dated June 5, 2013, wherein TW Investments, LLC assumed all of the rights and obligations of Family Real Property, LP. under the Development Agreement with respect to the Subject Property.

- F. TW Investments, LLC conveyed the Subject Property to Richmond American Homes of Maryland, Inc. ("Landowner"). TW Investments, LLC and Landowner entered into an Assignment and Assumption Agreement dated June 11, 2013, wherein Landowner assumed all of the rights and obligations of TW Investments, LLC under the Development Agreement with respect to the Subject Property.
- G. The Development Agreement is set to expire on November 20, 2013. Pursuant to the Landowner's request, and pursuant to Government Code section 65868, this First Amendment will amend the Development Agreement extending the term an additional five (5) years as it relates to the Subject Property.
- H. All environmental impacts have been reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 17-2003, which adopted the Development Agreement on October 20, 2003, are still accurate and relevant to this First Amendment.
- I. The Anatolia III Project is within the Sunrise Douglas Community Plan and the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2012, the City certified a partially Revised EIR for the SDCP/SRSP, however, at that time, the City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP. No impacts beyond those previously considered were identified.
- J. On July 15, 2013, the City Council, as the legislative body for purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing.

Section 2: Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan and General Plan EIR at the time the Development Agreement was approved; (c) the SDCP/SRSP EIR; (d) subsequent review and certification of the SDCP/SRSP EIR; and (e) the Anatolia III MND, the City Council finds and determines that:

- A. The attached First Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in effect on the date the Development Agreement was approved in that: (a) the development planned under the Development Agreement ("**Project**") is unchanged from the previous project approval; (b) the Project remains consistent with the fiscal policies of the General Plan in effect at the time the Development Agreement was approved with respect to provisions of infrastructure and public services; and, (c) the Development Agreement includes provisions relating to financing public services, construction and maintenance of public facilities, park development fees. The First Amendment is also consistent with the land use designations in the City's current General Plan.

B. The First Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the Project will implement land use guidelines set forth in the General Plan at the time the Development Agreement was approved.

D. The First Amendment to the Development Agreement will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan in effect at the time the Development Agreement was adopted. The impacts of the development on existing land uses, public services and the environment have been evaluated and mitigated through the CEQA compliance process.

E. The First Amendment to the Development Agreement will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan at the time the Development Agreement was approved.

F. The First Amendment to the Development Agreement is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3. Approval of Development Agreement.

A. The City Council hereby approves the First Amendment to the Anatolia III Development Agreement, attached to this Ordinance and incorporated herein by reference as **Attachment 2**, and authorizes the City Manager to sign the First Amendment to the Development Agreement after the effective date of this Ordinance.

Section 4. Recordation

Within ten (10) days after the First Amendment to the Development Agreement is executed by the City Manager, the City Clerk shall submit the 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 be 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 of Rancho Cordova, in accordance with Government Code section 36933. This Ordinance shall take effect and be enforced thirty (30) days after its inception.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2098160.2

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)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF RANCHO CORDOVA AND
RICHMOND AMERICAN HOMES OF MARYLAND, INC.**

**RELATIVE TO CERTAIN LOTS OF ANATOLIA III
(Village 18 Lots 1-66; 72-85; Village 19 Lots 30-33; 48-60;
and Village 24 Lots 13; 17; and 18)**

This First Amendment ("**First Amendment**") to Development Agreement is entered into this ____ day of _____ 2013, by and between the CITY OF RANCHO CORDOVA, a California municipal corporation ("**City**") and RICHMOND AMERICAN HOMES OF MARYLAND, INC., a Maryland corporation ("**Landowner**"). City and Landowner are hereinafter collectively referred to as the "Parties," and singularly as a "Party."

RECITALS

A. On November 20, 2003, the City of Rancho Cordova and Sun Ridge, LLC, a California limited liability company ("**Sun Ridge**") entered into that certain agreement entitled Development Agreement by and between the City of Rancho Cordova and Sun Ridge, LLC Relative to Anatolia III (the "**Development Agreement**"). Pursuant to the Development Agreement, Sun Ridge agreed to develop certain property, more particularly described in the Development Agreement (the "**Anatolia III Development**"), subject to certain conditions and obligations as set forth in the Development Agreement. The Development Agreement was recorded against the Subject Property in the Official Records of Sacramento County on December 5, 2003, in Book 20031205, Page 1484.

B. Sun Ridge conveyed portions of the Anatolia III Development to several landowners. Specifically, Sun Ridge conveyed the portions of Anatolia III subject to this First Amendment ("**Subject Property**"), as shown in **Exhibit A**, to Lennar Renaissance, Inc. Sun Ridge and Lennar Renaissance, Inc. entered into an Assignment and Assumption Agreement dated February 23, 2005.

C. Lennar Renaissance, Inc. conveyed the Subject Property to Family Real Property, LP., and the parties entered into an Assignment and Assumption Agreement dated November 25, 2008.

D. Family Real Property, LP. conveyed the Subject Property to Landowner. Family Real Property, LP. and Landowner entered into an Assignment and Assumption Agreement

dated June 5, 2013, wherein Landowner assumed all of the rights and obligations of Family Real Property, LP. under the Development Agreement with respect to the Subject Property.

E. Family Real Property, LP. conveyed the Subject Property to TW Investments, LLC and both parties entered into an Assignment and Assumption Agreement dated June 5, 2013, wherein TW Investments, LLC assumed all of the rights and obligations of Family Real Property, LP. under the Development Agreement with respect to the Subject Property.

F. TW Investments, LLC conveyed the Subject Property to Landowner. TW Investments, LLC and Landowner entered into an Assignment and Assumption Agreement dated June 11, 2013, wherein Landowner assumed all of the rights and obligations of TW Investments, LLC under the Development Agreement with respect to the Subject Property.

G. All environmental impacts have been reviewed and addressed at the time the Project was approved. All recitals and findings of determination in Ordinance 17-2003, which adopted the Development Agreement on October 20, 2003, are still accurate and relevant to this First Amendment.

H. The Anatolia III Project is within the Sunrise Douglas Community Plan and the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2012, the City certified a partially Revised EIR for the SDCP/SRSP, however, at that time, the City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP. No impacts beyond those previously considered were identified.

I. This First Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan in effect on the date the Development Agreement was approved. This First Amendment is also consistent with the land use designations in the City's current General Plan.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereby agree to amend the Agreement as follows:

AGREEMENT

1. **Term.** Section 5.2 of the Development Agreement is amended to read as follows:

5.2. **Term.** Upon execution, the term of this Agreement shall commence on the Effective Date and shall continue in force until November 20, 2018, unless said term is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, said termination of the Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.

2. **Scope of Amendment.** This First Amendment shall only apply to the Subject Property more particularly described in the attached **Exhibit A.**

3. All Other Terms Remain in Force. Except as amended by this First Amendment, all terms and conditions of the Agreement remain in full force and effect.

4. Effective Date. This First Amendment takes effect on the effective date of the ordinance that approves it (the "Effective Date") (Gov. Code, § 65868).

5. Recording. Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder's Office.

6. Counterparts. The Parties may execute this First Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

IN WITNESS WHEREOF, the City of Rancho Cordova, a municipal corporation, has authorized the execution of this First Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. ____-2013, adopted by the Council of the City on this ____ day of _____ 2013, and Landowner has caused this First Amendment to be executed.

"CITY"

CITY OF RANCHO CORDOVA,
a municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

"LANDOWNER"

RICHMOND AMERICAN HOMES OF
MARYLAND, INC.
a Maryland Corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Adam U. Lindgren
City Attorney

Date: _____

EXHIBIT A

Legal Description of the Subject Property

EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT

Legal Description of Assigned Parcel

Parcel One:

Lots 1 to 66, inclusive, and Lots 72 to 85, inclusive, as shown on the official map of "Anatolia III, Village 18", filed in the office of the Recorder of Sacramento County, California, on August 5, 2004, in Book 333 of Maps, at Page 6, Records of said County. Certificate of Correction recorded August 11, 2005, in Book 20050811, Page 764, Official Records and on February 15, 2006, in Book 20060215, Page 1067, Official Records.

Excepting therefrom an undivided one-half interest in and to all oil, gas, asphaltum and other hydrocarbons and all minerals located 100 feet or more below the surface of said land upon or above its surface, as reserved in Deed dated June 20, 1955, executed by Natomas Company to Harry M. Kauffman, et al, recorded July 12, 1955, in Book 2873, Page 230, Official Records.

Also Excepting therefrom all oil, gas and other hydrocarbon substances, inert gases, minerals and metals lying below a depth of 500 feet from the surface of said land and real property, whether now known to exist or hereafter discovered, including but not limited to the rights to explore for, develop and remove such oil, gas and other hydrocarbon substances, inert gases, minerals and metals without, however, any right to use the surface of such land and real property or any other portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as reserved by Sun Ridge LLC, a California limited liability company, in Grant Deed recorded December 11, 2003 in Book 200312-11, Page 1646, Official Records.

Parcel Two:

Lots 30 through 33, inclusive, and Lots 48 through 60, inclusive, as shown on the official map of "Anatolia III, Village 19", filed in the office of the Recorder of Sacramento County, California, on August 5, 2004, in Book 333 of Maps, at Page 7, records of said County.

Excepting therefrom an undivided one-half interest in and to all oil, gas, asphaltum and other hydrocarbons and all minerals located 100 feet or more below the surface of said land upon or above its surface, as reserved in Deed dated June 20, 1955, executed by Natomas Company to Harry M. Kauffman, et al, recorded July 12, 1955, in Book 2873, Page 230, Official Records.

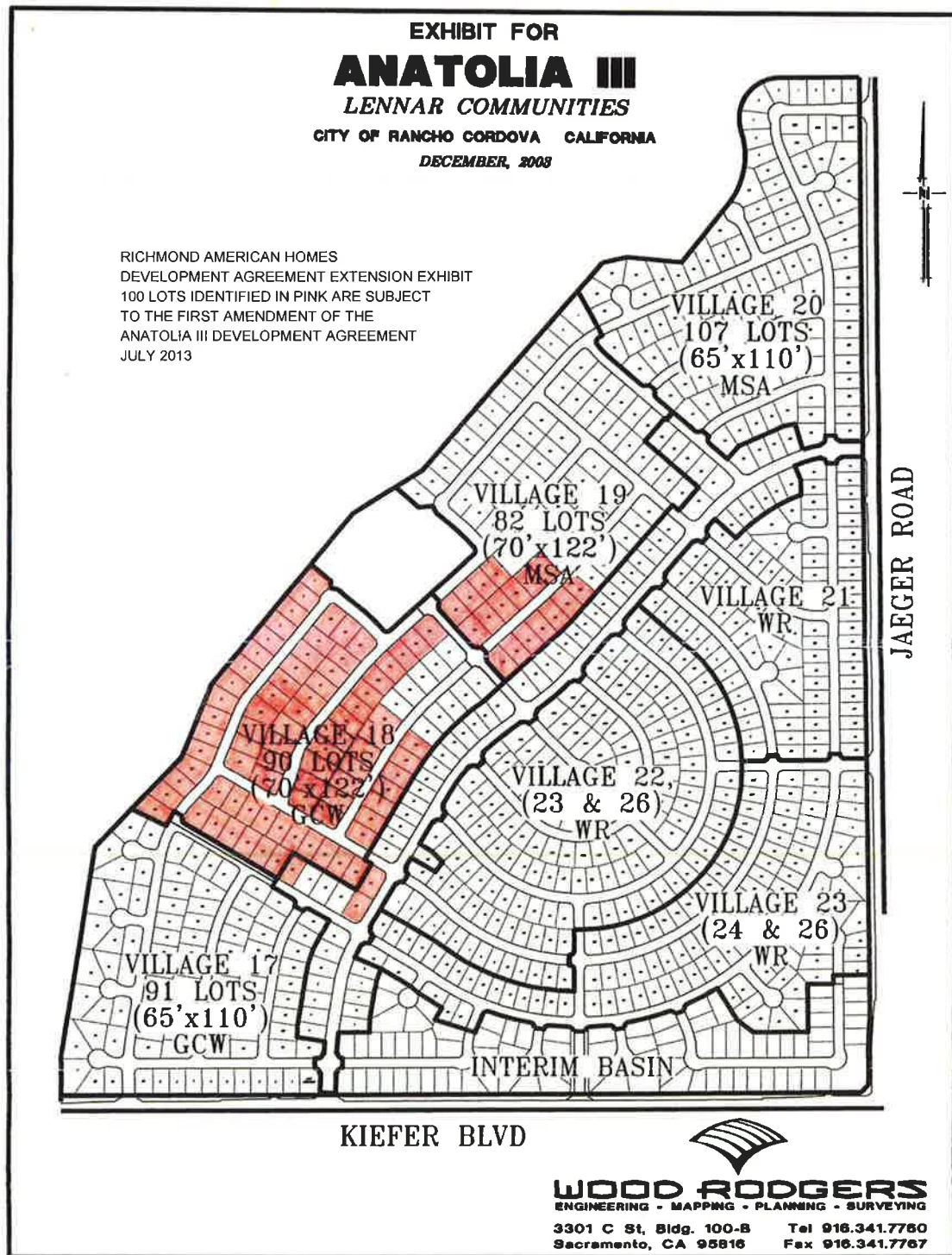
Also Excepting therefrom all oil, gas and other hydrocarbon substances, inert gases, minerals and metals lying below a depth of 500 feet from the surface of said land and real property, whether now known to exist or hereafter discovered, including but not limited to the rights to explore for, develop and remove such oil, gas and other hydrocarbon substances, inert gases, minerals and metals without, however, any right to use the surface of such land and real property or any other portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as reserved by Sun Ridge LLC, a California limited liability company, in Grant Deed recorded December 11, 2003 in Book 200312-11, Page 1646, Official Records.

Parcel Three:

Lots 13, 17 and 18, as shown on the official map of "Anatolia III, Village 24", filed in the office of the Recorder of Sacramento County, California, on July 22, 2004, in Book 332 of Maps, at Page 4, as amended by Certificate of Correction recorded October 19, 2005 in Book 200510-19, Page 163, records of said County.

Excepting therefrom an undivided one-half interest in and to all oil, gas, asphaltum and other hydrocarbons and all minerals located 100 feet or more below the surface of said land upon or above its surface, as reserved in Deed dated June 20, 1955, executed by Natomas Company to Harry M. Kauffman, et al, recorded July 12, 1955, in Book 2873, Page 230, Official Records.

Also Excepting therefrom all oil, gas and other hydrocarbon substances, inert gases, minerals and metals lying below a depth of 500 feet from the surface of said land and real property, whether now known to exist or hereafter discovered, including but not limited to the rights to explore for, develop and remove such oil, gas and other hydrocarbon substances, inert gases, minerals and metals without, however, any right to use the surface of such land and real property or any other portion thereof above a depth of 500 feet from the surface of such land and real property for any purpose whatsoever, as reserved by Sun Ridge LLC, a California limited liability company, in Grant Deed recorded December 11, 2003 in Book 200312-11, Page 1646, Official Records.



CITY OF RANCHO CORDOVA

ORDINANCE NO. 25-2013

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AMENDING CHAPTER 23.158 “DEVELOPMENT AGREEMENTS,” OF TITLE 23
“ZONING CODE” OF THE RANCHO CORDOVA MUNICIPAL CODE UPDATING
REQUIREMENTS AND PROCEDURES FOR DEVELOPMENT AGREEMENTS**

WHEREAS, as development activity increases within the City, it is important to review the City’s rules and regulations in an effort to remove unneeded obstacles to new development. One of the City’s tools in promoting development is development agreements; and

WHEREAS, development agreements increase the certainty in the approval of development projects, thereby preventing the waste of resources, reducing the cost of development to the consumer, and encouraging investment in and commitment to comprehensive planning, all leading to the maximum efficient utilization of resources at the least economic cost to the public; and

WHEREAS, development agreements provide assurance to the applicant for a development project that, upon approval of the project, the applicant may proceed with the project in accordance with existing policies. Development agreements also enable the City to plan for and finance public facilities, including, but not limited to, streets, sewerage, transportation, drinking water, school, and utility facilities, thereby removing a serious impediment to the development of new housing; and

WHEREAS, in an effort to streamline processing for development agreements and help continue to provide the City and developers with the assurances and benefits provided by development agreements, this Ordinance amends minor procedural steps in the execution of development agreements and the processing of extensions; and

WHEREAS, the amendments under this Ordinance are consistent with the provisions of California Government Code sections 65864 through 65869.5; and

WHEREAS, this Ordinance is consistent with the City of Rancho Cordova General Plan in that the General Plan, its objectives, policies and goals promote orderly development and efficient approval of development entitlements; and

WHEREAS, this Ordinance is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Section 15061(b) of the CEQA Guidelines (California Code of Regulations) because the amendments to Chapter 23.158, “Development Agreements,” do not have a potential for causing a significant effect on the environment. The amendments are purely administrative dealing only to the processing and extensions of development agreements; and

WHEREAS, on July 15, 2013, the City Council held a properly noticed public hearing at which it received a report from City Staff, oral and written testimony from the public, and deliberated on the item.

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

SECTION 1. The foregoing recitals are true and correct and made a part of this Ordinance

SECTION 2. Section 23.158.030, "Procedure," subsection (A), of the Rancho Cordova Municipal Code shall be amended as follows:

"A. A development agreement shall be processed as a City Council decision. The City Manager shall execute any development agreement approved."

SECTION 3. Section 23.158.030, "Procedure," subsection (D), of the Rancho Cordova Municipal Code shall be amended as follows:

"D. Amendments or Extensions to Development Agreements.

1. Changes to Approved Development. If any development agreement is amended during its term, any change shall be consistent with the provisions of the General Plan and any applicable Specific Plan.

SECTION 6. Severability

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

SECTION 7. Effective Date

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

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk
2106562.1

MEMORANDUM

DATE: August 19, 2013
TO: Honorable Mayor and Council Members
FROM: Donna Silva, Finance Director
SUBJECT: Treasurer's Report – June 30, 2013



RECOMMENDATION

This report is informational only. It is recommended that the report be received and filed.

RESULT OF RECOMMENDED ACTION

This report is intended to provide the City Council with information concerning the City's investment portfolio. This report will meet requirements as provided by State law.

BACKGROUND

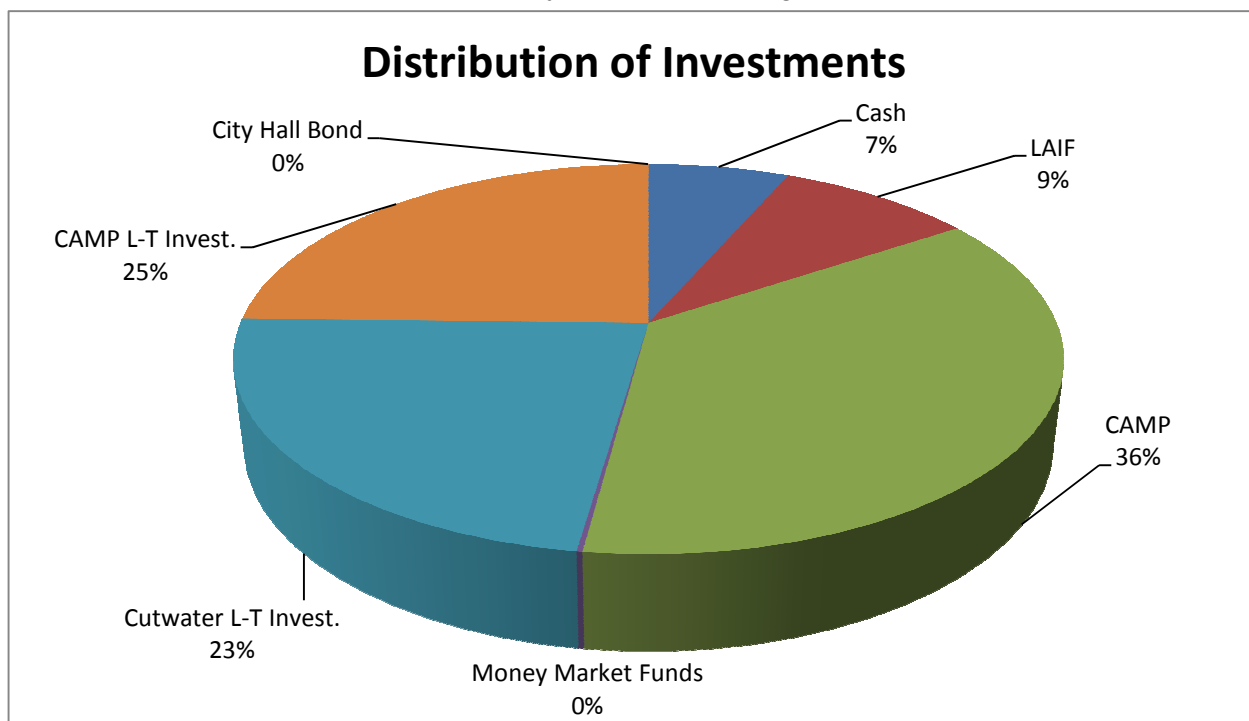
Attached is the quarterly Treasurer's report for the period ending June 30, 2013. Treasurer's reports are provided to Council on a quarterly basis.

At June 30, 2013 the current value of the City's total portfolio was \$92 million. Since that time, the balances increased by \$85 million with an ending balance of \$101 million as of June 30, 2013. Of that, the General Fund Cash and Investments balance was \$22 million. Cash and short-term investments increased by \$5 million and long-term investments increased by \$4 million. The overall portfolio is well diversified with \$48 million invested in marketable securities. \$46 million is invested in short-term investments that are considered liquid (LAIF, CAMP, and money markets). The remainder consists of \$7 million on deposit with our banks and \$5,350 is invested in a City of Rancho Cordova City Hall bond. Staff, in conjunction with our financial advisors, periodically reviews the mix of liquid and long-term investments and adjusts the portfolio according to the market conditions and our short-term cash needs. At June 30, 2013, interest rates at LAIF decreased slightly to .24% from the March 31, 2013 amount of .28% and rates at CAMP decreased to .10% from the previous period rate of .14%.

The city received a property tax installment in May 2013. As a result of this deposit, cash and investments increased by \$9 million.

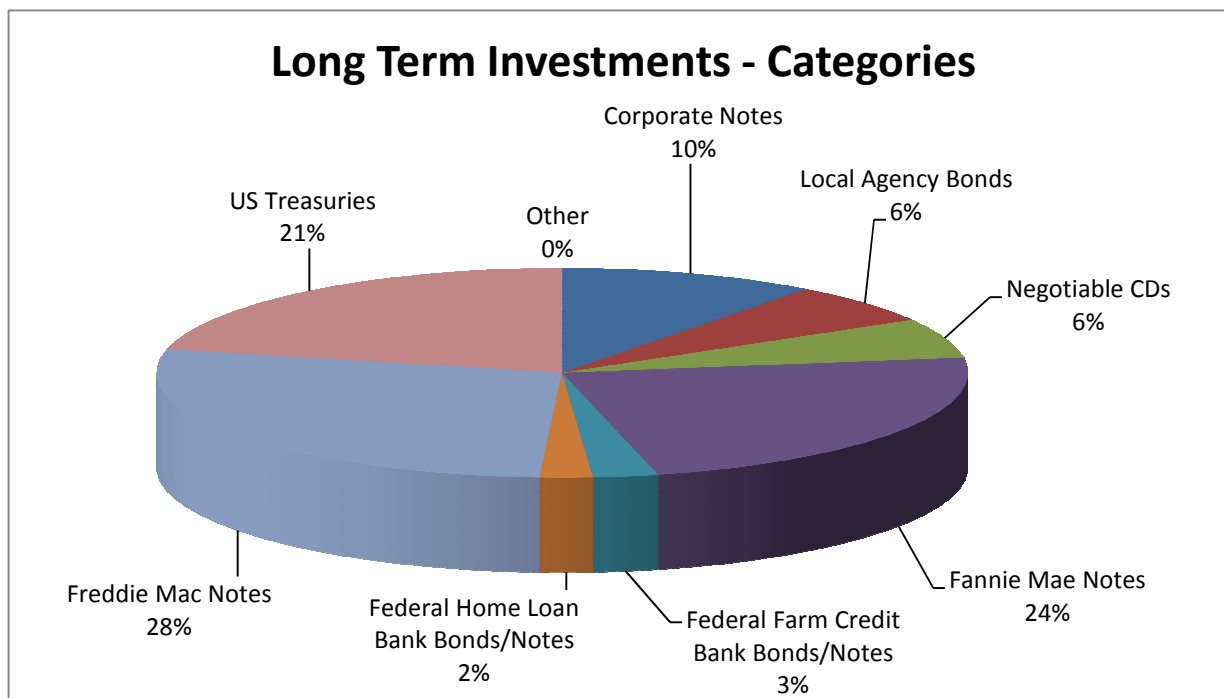
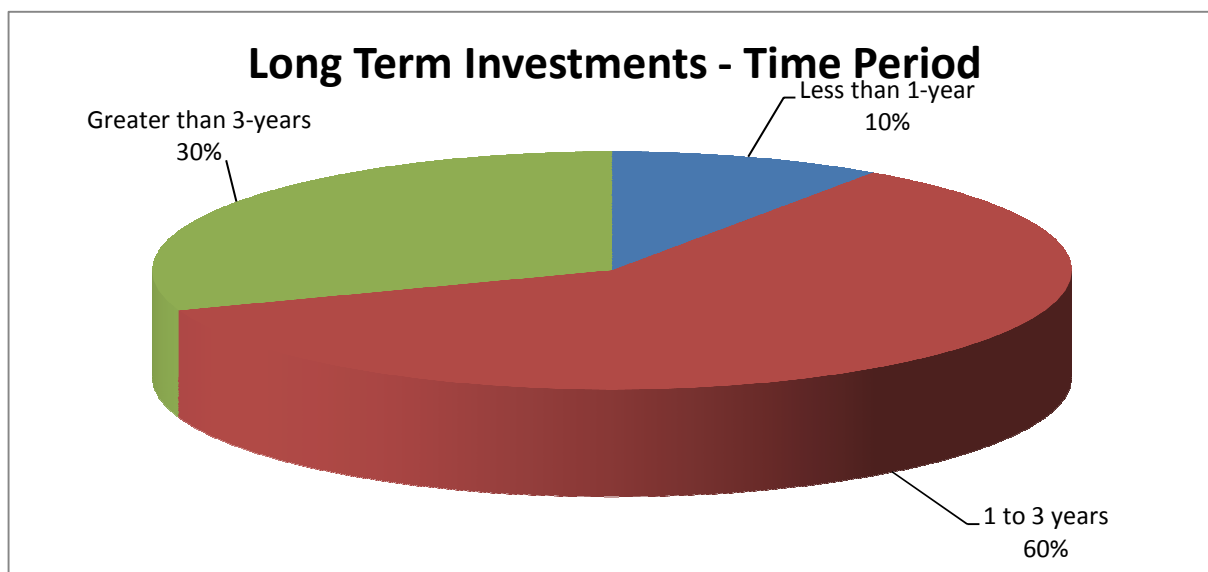
Staff thoroughly reviews investment statements and makes appropriate inquiries of CAMP, LAIF, and MBIA, as necessary, to confirm the existence and viability of the City's assets. The City invests conservatively in investment policy options in accordance with California State Government Code. The long-term assets are in securities that can be held to maturity, thus are less vulnerable to the fluctuations of the market. All securities are in compliance with the City's investment policy. There are sufficient funds to meet the City's expenditure requirements for the next six months.

The distributions of investments are displayed in the following chart:



Analysis of long-term investments:

	Par Value	Current Value	Percent of L-T Investments
Less than 1-year	\$ 4,605,000	\$ 4,629,682	9.63%
1 to 3 years	28,430,000	28,798,088	59.90%
Greater than 3-years	14,545,000	14,648,610	30.47%
	<u>\$ 47,580,000</u>	<u>\$ 48,076,280</u>	100.00%



ATTACHMENT

Treasurer's Report for June 30, 2013

**City of Rancho Cordova
Treasurer's Report
June 30, 2013**

	Par Value	Cost	Current Value	Maturity Date
Cash and Cash Equivalents				
Wells Fargo Bank	6,553,454	6,553,454	6,553,454	n.a.
Bank of Sacramento	50,171	50,171	50,171	n.a.
	<u>6,603,625</u>	<u>6,603,625</u>	<u>6,603,625</u>	
Local Agency Investment Fund (LAIF)	<u>9,183,608</u>	<u>9,183,608</u>	<u>9,183,608</u>	n.a.
California Asset Management Program (CAMP)	<u>36,723,405</u>	<u>36,723,405</u>	<u>36,723,405</u>	n.a.
Wells Fargo Adv Treasury Plus MMF (MBIA)	<u>189,279</u>	<u>189,279</u>	<u>189,279</u>	n.a.
Long-Term Investments - Cutwater/MBIA:				
ING Funding	1,000,000	999,056	999,145	10/28/2013
Fannie Mae Notes	750,000	759,423	751,558	9/17/2013
Fannie Mae Notes	750,000	762,380	755,474	3/14/2014
Federal Farm Credit Bank Notes	500,000	497,895	507,704	6/2/2014
Freddie Mac Notes	750,000	757,025	756,264	7/30/2014
U.S. Treasury Notes	750,000	753,809	752,431	8/15/2014
Freddie Mac Notes	750,000	759,780	756,155	8/20/2014
Federal Home Loan Bank Notes	750,000	802,605	776,813	12/12/2014
Freddie Mac Notes	1,000,000	1,004,500	1,003,104	3/12/2015
Federal Farm Credit Bank Notes	725,000	731,869	737,437	7/20/2015
U.S. Treasury Notes	750,000	784,219	771,094	7/31/2015
Fannie Mae Notes	750,000	773,408	768,593	10/26/2015
Freddie Mac Notes	1,000,000	1,001,300	1,003,638	1/13/2016
Freddie Mac Notes	4,000,000	3,995,000	4,013,792	3/21/2016
U.S. Treasury Notes	500,000	512,461	511,758	7/31/2016
Fannie Mae Notes	1,750,000	1,752,187	1,741,703	5/9/2017
Berkshire Hathaway	400,000	409,253	398,194	5/15/2017
Freddie Mac Notes	500,000	507,800	500,906	8/8/2017
Freddie Mac Notes	1,100,000	1,111,275	1,102,230	8/14/2017
Fannie Mae Notes	500,000	501,350	488,685	9/20/2017
JP Morgan Chase	400,000	474,708	456,312	1/15/2018
Wells Fargo	400,000	400,124	389,989	1/16/2018
Wal-Mart	400,000	480,332	468,418	2/15/2018
Fannie Mae Notes	2,000,000	2,022,480	1,987,586	3/13/2018
GE Capital	400,000	475,296	458,638	5/1/2008
Apple Inc.	400,000	396,704	383,970	5/3/2018
Sub-total	<u>22,975,000</u>	<u>23,426,239</u>	<u>23,241,591</u>	

	Par Value	Original Cost	Current Value	Maturity Date
Long-Term Investments -CAMP:				
Federal Home Loan Global Notes	230,000	229,680	230,131	8/28/2013
CA ST TXBL GO Bonds	750,000	764,085	756,038	10/1/2013
National Australia Bank NY (Float)	625,000	629,013	629,532	1/30/2014
Freddie Mac Global Notes	500,000	504,557	504,103	8/20/2014
Freddie Mac Notes	1,000,000	1,011,290	1,009,119	8/27/2014
U.S. Treasury Notes	575,000	601,234	589,420	8/31/2014
Freddie Mac Notes	500,000	498,942	501,391	9/19/2014
Freddie Mac Global Notes	500,000	501,000	502,919	9/22/2014
Svenska Handelsbanken NY Floating LT CD	625,000	624,905	625,549	10/6/2014
Freddie Mac Global Notes	700,000	704,263	704,556	11/25/2014
U.S. Treasury Notes	500,000	489,863	513,301	11/30/2014
U.S. Treasury Notes	475,000	502,554	489,788	1/31/2015
U.S. Treasury Notes	65,000	68,750	67,247	2/28/2015
U.S. Treasury Notes	440,000	465,455	455,211	2/28/2015
U.S. Treasury Notes	3,000,000	3,168,047	3,103,710	2/28/2015
Bank of Novia Scotia Hous Cert Depos	500,000	500,000	500,297	3/6/2015
Skandinaviska Enskilda NT Cert Depos	600,000	600,000	599,973	4/16/2015
Rabobank Nederland NV NY CD	600,000	600,000	597,101	4/29/2015
Fannie Mae Notes	500,000	516,130	519,760	7/28/2015
Fannie Mae Notes (Callable)	1,250,000	1,249,875	1,247,831	8/7/2015
Freddie Mac Notes	315,000	317,394	323,624	9/10/2015
Fannie Mae Notes	750,000	770,805	768,593	10/26/2015
U.S. Treasury Notes	500,000	493,145	509,219	10/31/2015
U.S. Treasury Notes	850,000	853,486	865,672	10/31/2015
Fannie Mae Global Notes	375,000	374,126	372,905	12/21/2015
CA ST TXBL GO Bonds	200,000	200,676	199,696	2/1/2016
Fannie Mae Global Notes	540,000	539,384	536,974	3/30/2016
Fannie Mae Global Notes	630,000	629,962	626,031	5/13/2016
Toyota Motor Credit Corp	255,000	254,895	253,672	5/17/2016
U.S. Treasury Notes	460,000	474,968	471,105	6/30/2016
Calleguas Wtr Dist, CA Rev Bonds	500,000	500,000	499,095	7/1/2016
CA ST Dept of Water Revenue Bonds	140,000	140,000	139,724	12/1/2016
PA ST T/E GO Bonds	600,000	706,608	684,876	6/1/2017
OR ST TXBL GO Bonds	200,000	200,000	197,274	8/1/2017
Palo Alto USD, CA GO Bonds	550,000	550,000	550,143	8/1/2017
Freddie Mac Global Notes	650,000	648,284	628,991	3/7/2018
General Elec CAP Corp Global Notes	600,000	601,338	584,452	4/2/2018
U.S. Treasury Notes	350,000.00	346,814.00	338,242.00	4/30/2018
Microsoft Corp Global Notes	145,000	144,909	140,231	5/1/2018
Colgate-Palmolive CO Notes	450,000	447,854	432,919	5/1/2018
Apple Inc Global Notes	265,000	264,022	254,479	5/3/2018
Berkshire Hathaway Notes	210,000	209,878	203,094	5/15/2018
Fannie Mae Global Notes	250,000	246,212	241,615	5/21/2018
Fannie Mae Global Notes	500,000.00	495,775.00	483,231.00	5/21/2018
Chevron Corp Global Notes	380,000.00	380,000.00	376,505.00	6/24/2018
Sub-total	24,600,000	25,020,179	24,829,339	
Long-Term Investments - Brandis Tallman				
	5,000	5,000	5,350	2/1/2035
Total Portfolio	\$ 100,279,917	\$ 101,151,335	\$ 100,776,197	

MEMORANDUM

DATE: August 19, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Director

SUBJECT: APPOINTMENT OF REPRESENTATIVES TO THE GOVERNING BOARD OF THE SACRAMENTO CENTRAL GROUNDWATER AUTHORITY



RECOMMENDATION

Adopt Resolution No. 100-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will appointment a City and Golden State Water Company representatives to the Sacramento Central Groundwater Authority (SCGA) Governing Board.

BACKGROUND

On August 7, 2006, City Council authorized the creation of the Sacramento Central Groundwater Authority (SCGA) through execution of a joint powers agreement (JPA) with the Cities of Elk Grove, Folsom, Sacramento and the County of Sacramento. The purpose of the SCGA is to:

- Maintain the long-term sustainable yield of the Central Basin.
- Ensure implementation of the Basin Management Objectives prescribed in the Groundwater Management Plan.
- Oversee the operation of a Well Protection Program.
- Manage the use of groundwater in the Central Basin.
- Facilitate implementation of an appropriate conjunctive use program by water purveyors.
- Coordinate efforts among those entities represented on the governing board of the SCGA to devise and implement strategies to safeguard groundwater quality.
- Work collaboratively with other entities to promote coordination of water policies and activities throughout the region.

As outlined in the JPA, the City of Rancho Cordova representative and Golden State Water Representative are appointed by the Rancho Cordova City Council. Staff recommends that Council appoint the following members and alternates to the SCGA:

Organization	Nominees and Alternates
City of Rancho Cordova	Cyrus Abhar, Public Works Director Britton Snipes, Senior Engineer (alt)
Golden State Water Company	Paul Schubert, District Manager Travis Anderson, Water Supply Superintendent (alt)

FISCAL IMPACT

The City of Rancho Cordova makes an annual contribution of \$10,000 per the JPA. The appointment of representatives to the governing board of the SCGA will have no additional fiscal impact to the City.

ATTACHMENT

Resolution No. 100-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 100-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE APPOINTMENTS TO THE GOVERNING BOARD OF THE
SACRAMENTO CENTRAL GROUNDWATER AUTHORITY**

WHEREAS, on August 7, 2006, City Council authorized the creation of the Sacramento Central Groundwater Authority (SCGA) through execution of a joint powers agreement (JPA) with the Cities of Elk Grove, Folsom, Sacramento and the County of Sacramento; and

WHEREAS, one of the primary purposes of the JPA is to maintain the sustainable yield of the Central Basin; and

WHEREAS, the Cities and County will make appointments to the Governing Board of the SCGA as set forth in the JPA; and

WHEREAS, the members of the governing board serve four-year terms and are subject to reappointment.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does appoint the following individuals to serve on the Sacramento Central Groundwater Authority Governing Board.

Organization	Nominees and Alternates
City of Rancho Cordova	Cyrus Abhar, Public Works Director Britton Snipes, Senior Engineer (alt)
Golden State Water Company	Paul Schubert, District Manager Travis Anderson, Water Supply Superintendent (alt)

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM

DATE: August 19, 2013
TO: Honorable Mayor and Council Members
FROM: Stephanie Snyder, City Manager's Office



SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE FIRST RESTATED GRANT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND THE CORDOVA COMMUNITY COUNCIL FOUNDATION

RECOMMENDATION

Adopt Resolution No. 105 -2013.

RESULT OF RECOMMENDED ACTION

The City will make funds available to the Cordova Community Council for a three-year renewal of a grant to provide a professionally managed umbrella organization for Rancho Cordova non-profits that will provide community event support, volunteer management and civic engagement.

BACKGROUND

Since 2007, the City has given grant funds to the Cordova Community Council Foundation (CCCF) for the purpose of creating a professionally managed umbrella organization for Rancho Cordova non-profit organizations. The goal for strengthening the 50+ year old Community Council has always been to build capacity for volunteer management, fund-raising and community event support as a much-valued and necessary contributor to one aspect of a healthy, newly incorporated city. Over the past six years, support for the CCCF has been given in a series of three year grants, with the last one concluding June 30, 2013. The cumulative total of all grant funds to date is \$1,514,392.

At a work session on July 10, 2012 and, again during the May 2013 budget work session for the FY2013-15 budget, the City Council discussed at length their desire to continue to support the work of the CCCF. Of particular note was the desire to ensure a continuance of community events that the CCCF indicated it was unable to sustain without additional financial resources. Based on those discussions and Council action in the two-year approved budget, this amendment to the grant agreement includes:

- A three year term to June 30, 2016 of increased grant amounts at \$400,000, \$420,000, and \$440,000 respectively (two of which are included in the FY 2013-15 budget);
- Language updates to the expected outcomes to ensure continuation of current community events
- Added language regarding compliance with all laws and regulations consistent with the City's other large contracts and grants

- Minor changes so the City will receive an unlimited number of seats at the Rancho Cordova Luncheon and documentation on the value of in-kind services received by the CCCF.

Finally, in recognition that long-term sustainability continues to be a goal for the CCCF but is likely not attainable at the rate originally conceived during the last grant amendment, this grant agreement amendment removes the previous requirement for an endowment set-aside. All funds received under the terms of this agreement will be available for operational purposes.

ATTACHMENTS

Resolution No. 105-2013, Resolution Authorizing the City Manager to Execute the Third Amendment to the first Restated Grant Agreement between the City of Rancho Cordova and the Cordova Community Council Foundation, including Exhibit 1.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 105-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING THE CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE
FIRST RESTATED GRANT AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA
AND THE CORDOVA COMMUNITY COUNCIL**

WHEREAS, the Parties entered into a Grant Agreement dated July 1, 2007, a First Amendment to that Grant Agreement on September 17, 2007, a First Restated Grant Agreement on July 1, 2008, a First Amendment to the First Restated Grant Agreement on July 1, 2010, and a Second Amendment to the First Restated Grant Agreement on July 1, 2012 for the purpose of providing community capacity-building services; and

WHEREAS, this Amendment will allow a continuation of civic engagement, community event support and volunteer management and allow the professionally managed organization to focus on maintaining the level and quality of community events and support that Rancho Cordovans have come to enjoy and the City desires to continue; and

WHEREAS, the City has approved \$400,000 funding in the fiscal year 2013-14 Adopted Budget for the first year of this grant, and anticipates approving \$420,000 for the fiscal year 2014-15 and \$440,000 in the fiscal year 2015-2016 for the purposes of this grant; and

WHEREAS, the City recognizes that previous attempts at securing long-term sustainability have proven to be more challenging than anticipated and therefore the City desires to remove expectations for endowment set-asides during this grant cycle; and

WHEREAS, the Parties desire to further amend the Grant Agreement to introduce imputed values of in-kind rentable and leasable space, to change expectations for provision of complimentary seats at the Rancho Cordova Luncheon, and to set expectations of Grantee to comply with certain laws when using City funds; and

WHEREAS, the Parties agree that changes to the services provided for in this Third Amendment to the First Restated Grant Agreement are necessary in order for the City to continue receiving services by Grantee.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute the Third Amendment to the First Restated Grant Agreement between the City of Rancho Cordova and the Cordova Community Council Foundation.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

**THIRD AMENDMENT TO THE FIRST RESTATED GRANT AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND
THE CORDOVA COMMUNITY COUNCIL FOUNDATION**

This Third Amendment to the First Restated Grant Agreement ("Amendment") is made by and between the City of Rancho Cordova, a California municipal corporation ("City"), and the Cordova Community Council Foundation, a California public benefit corporation ("Grantee"), as of July 1, 2013. City and Grantee are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Grant Agreement dated July 1, 2007, a First Amendment to that Grant Agreement on September 17, 2007, a First Restated Grant Agreement on July 1, 2008, a First Amendment to the First Restated Grant Agreement on July 1, 2010, and a Second Amendment to the First Restated Grant Agreement on July 1, 2012 for the purpose of providing community capacity-building services; and

WHEREAS, this Amendment will allow a continuation of civic engagement, community event support and volunteer management and allow the professionally managed organization to focus on maintaining the level and quality of community events and support that Rancho Cordovans have come to enjoy and the City desires to continue; and

WHEREAS, the City has approved \$400,000 funding in the fiscal year 2013-14 Adopted Budget for the first year of this grant, and anticipates approving \$420,000 for the fiscal year 2014-15 and \$440,000 in the fiscal year 2015-2016 for the purposes of this grant; and

WHEREAS, the City recognizes that previous attempts at securing long-term sustainability have proven to be more challenging than anticipated and therefore the City desires to remove expectations for endowment set-asides during this grant cycle; and

WHEREAS, the Parties desire to further amend the Grant Agreement to introduce imputed values of in-kind rentable and leasable space, to change expectations for provision of complimentary seats at the Rancho Cordova Luncheon, and to set expectations of Grantee to comply with certain laws when using City funds; and

WHEREAS, the Parties agree that changes to the services provided for in this Third Amendment to the First Restated Grant Agreement are necessary in order for the City to continue receiving services by Grantee.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The parties agree to modify Article IV to read as follows:

“The term of this Restated Grant Agreement is from July 1, 2013 through June 30, 2016 in order to accomplish continuity and stability of year-round community events. Subject to the provisions of the Restated Grant Agreement and this Amendment, the City will make grant funds available to the Grantee for operational expenses for the purpose of delivering outcomes in the form of services and products as follows:

Year 1 (FY 2013-14)—\$400,000 in grant funds will be made available to the Grantee from July 1, 2013 through June 30, 2014.

Year 2 (FY 2014-15)—\$420,000 in grant funds will be made available to the Grantee from July 1, 2014 through June 30, 2015.

Year 3 (FY 2015-16)—\$440,000 in grant funds will be made available to the Grantee from July 1, 2015 through June 30, 2016.”

2. The Parties agree to modify Article I of the First Restated Grant Agreement, “City Requirements,” as follows:

- a. The Parties agree to amend Section E of Article I to read:

“E. Grantee is entitled to use the Community Board Room and the American River Rooms (both located on the first floor of Rancho Cordova City Hall) at no additional cost for twelve (12) hours per month. The rooms will be scheduled in advance in accordance to City’s scheduling policies. The fair market value of in-kind community room usage is approximately \$12,000 annually. For use of the Community Board Room or American River Rooms in excess of twelve (12) per month, the Grantee shall be charged City’s customary rates for a nonprofit/community-based organization. Grantee shall provide City with a schedule indicating the dates and times of Grantee’s standing meetings; however, Grantee acknowledges that the needs of the City shall take precedence in the scheduling of the rooms.

Grantee is also entitled to continue being housed as a sub-lessee with free rent in City Hall’s leasable space occupied by the Rancho Cordova Chamber of Commerce. The in-kind value of that space at the current lease rate is approximately \$26,000 annually.”

- b. The Parties agree to amend Section H of Article 1 to read:

“H. Grantee will annually provide City with unlimited complimentary seats at the monthly Rancho Cordova Luncheon.”

- c. The Parties agree to add Section I to Article I to read:

"I. Grantee and any subcontractors of Grantee shall, when performing services with City funds granted under this Agreement, comply with all laws and regulations applicable to the performance of such work."

3. The Parties agree to amend Section C of Article V to read as follows:

"C. Outcomes. Grantee's activities will deliver the following outcomes during the three years of this grant term:

- Provide leadership and encourage civic engagement processes in the Rancho Cordova community, and assist with ad hoc community outreach partnerships as appropriate and timely, i.e. census, or community, school or family projects championed by the City, etc.;
- Provide "incubating" support for local nonprofit organizations, i.e. assistance with fiscal agent services, grant application assistance, meeting room space, and professional assistance and advice on nonprofit operations;
- Assist with community pride projects such as the City's Growing Strong neighborhoods movement; organize and maintain councils of certain interest groups such as youths, seniors, and those sponsoring arts and sports programs, in order to improve and facilitate communications between the community and the City;
- Continue to support and grow the rich and diverse culture of the community through the Rancho Cordova Historical Society, Rancho Cordova Arts, music groups and others that may eventually mature into self-supporting nonprofits but will thrive under the community connections afforded by the Cordova Community Council;
- Maintain a comprehensive community directory or calendar to apprise citizens and visitors of the time and place for opportunities provided by local nonprofit organizations;
- Continue to give leadership, implementation and volunteer labor to nurture and sustain current citywide events: Fourth of July, iFest, Kid's Day in the Park, California Capital Airshow, and the Community Christmas Tree Lighting Ceremony, to name some, as well as to develop new events subject to available resources;
- Plan and fund an annual Volunteer Awards event to honor volunteers and celebrate their services to the community; and
- Marshal volunteer resources when needed in the community."

4. All other terms and conditions in the First Restated Grant Agreement, as well as the First and Second Amendments thereto, shall remain in full force and effect to the extent they are not in conflict with this Amendment.

5. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

**CORDOVA COMMUNITY COUNCIL
FOUNDATION (GRANTEE)**, a California
public benefit corporation

Ted A. Gaebler, City Manager

By:
Its:

Date:_____

Date:_____

Attest:

Mindy Cuppy, City Clerk

Date:_____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date:_____

2123586.1

MEMORANDUM

DATE: August 19, 2013

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, Public Works Manager

SUBJECT: RESOLUTION AUTHORIZING SUBMITTAL OF GRANT APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CALRECYCLE) GRANTS FOR WHICH THE CITY OF RANCHO CORDOVA IS ELIGIBLE



RECOMMENDATION

Adopt Resolution No. 101-2013.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will authorize staff to submit application(s) for all California Department of Resources, Recycling and Recovery (CalRecycle) grant for which the City of Rancho Cordova is eligible. The grant funds will be used to promote safe and efficient recycling practices by residents and businesses in the City of Rancho Cordova.

BACKGROUND

CalRecycle offers funding opportunities to assist public entities in the safe and effective management of the waste stream. Public Resources Code sections 4000 et seq. authorizes CalRecycle to administer various grant programs in furtherance of the State's efforts to reduce, recycle, and reuse solid waste generated in the State, thereby preserving landfill capacity and protecting public health and safety and the environment. These grant funding opportunities have directly supported the City's efforts in meeting the State's AB 939 diversion and reporting requirements. In addition, the State recently established a Statewide diversion goal of 75% by 2020.

In an effort to meet the City's requirement, the City has actively applied for and received multiple grants from CalRecycle since the enactment of AB 939 in 1989. Grant funding resources from CalRecycle have covered recycling program for beverage containers, used oil, and multifamily complexes. CalRecycle grant application procedures require, among other things, and applicant's governing body declares by Resolution, certain authorizations related to the administration of the CalRecycle grants. CalRecycle recommends that government bodies approve a general resolution authorizing the application of all CalRecycle grants in order to streamline and guarantee a City's ability to apply for all grants that they are eligible for in a timely manner.

FISCAL IMPACT

For FY 2013-14, staff anticipates applying for a total of \$73,800 of funding. In addition, by approving the attached resolution, the City will be able to respond to further CalRecycle grant opportunities that arise during the year.

ATTACHMENT

Resolution No. 101-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 101-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING SUBMITTAL OF APPLICATION(S) FOR ALL DEPARTMENT OF RESOURCE
RECYCLING AND RECOVERY (CALRECYCLE) GRANTS FOR WHICH THE CITY OF
RANCHO CORDOVA IS ELIGIBLE**

WHEREAS, Public Resource Code sections 40000 et seq. authorize the Department of Resource Recycling and Recovery (CalRecycle), to administer various Grant Programs (grants) in furtherance of the state of California's (State) effort to reduce, recycle, and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an Applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the submittal of application(s) to CalRecycle for all grants for which the City of Rancho Cordova is eligible.

BE IT FURTHER RESOLVED that the Public Work Director, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Rancho Cordova all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: August 19, 2013

TO: Honorable Mayor and Council Members
Successor Agency Board Members

FROM: Donna Silva, Finance Director
Micah Runner, Economic Development Manager

SUBJECT: RESOLUTIONS OF THE CITY OF RANCHO CORDOVA AND THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING A LOAN AGREEMENT BETWEEN THE TWO ENTITIES

RECOMMENDATION

Staff recommends Council and Successor Agency adopt the following resolutions:

1. City Council Resolution No. 104-2013.
2. Successor Agency Resolution No. SA-04-2013.

RESULT OF RECOMMENDED ACTIONS

Approval of the Loan Agreement will allow the City of Rancho to be reimbursed for funds loaned to the Successor Agency for certain operating and administrative expenses.

BACKGROUND

Assembly Bill 1x 26 (Stats. 2011, chap.5) added a new Part 1.85 to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26, effective June 27, 2012) (the "Dissolution Act"), and in accordance therewith, all redevelopment agencies in the State of California, including the Community Redevelopment Agency of the City of Rancho Cordova (the "Redevelopment Agency"), were dissolved effective February 1, 2012.

The Dissolution Act provided that a city or county that formed a Redevelopment Agency would serve as the Rancho Cordova Successor Agency (the "Successor Agency") to the dissolved redevelopment agency, unless the Sponsoring Jurisdiction affirmatively elected not to fill that role. On January 10, 2012 the City Council elected to serve as the Successor Agency, an entity separate and distinct from the City.

Prior to dissolution, the Redevelopment Agency had been operating under a reimbursement agreement between the City and the Redevelopment Agency to provide funding for the Redevelopment Agency's expenditures due to the lack of tax increment revenue. Although this loan meets the Dissolution Acts definition of an enforceable obligation, the Department of

Finance (the "DOF") continues to deny this obligation, therefore the Successor Agency cannot rely on this agreement to meet its current funding needs.

Section 34173(h) of The Dissolution Act includes language authorizing a city that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city's discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) further states that an enforceable obligation is created for the repayment of such a loan.

Since the Successor Agency is not currently receiving property tax revenue, approval of this loan agreement will allow the Successor Agency to borrow funds from the City during the ROPS 13-14B period (January to June 2014), but only to the extent the funds are necessary, in order for the Successor Agency to meet its current obligations. In accordance with the terms of the loan agreement, this loan is required to be repaid in any ROPS period with revenues in excess of enforceable obligations.

ATTACHMENTS

1. Resolution 104-2013
2. Resolution SA-04-2013

ATTACHMENT 1

CITY OF RANCHO CORDOVA

RESOLUTION NO. 104-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING A LOAN AGREEMENT WITH THE SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT AGENCY**

WHEREAS, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld Assembly Bill x1 26 (“ABx1 26”); and

WHEREAS, pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Sections 34171(j) and 34173 originally provided that a city or county that formed a redevelopment agency (the “Sponsoring Jurisdiction”) would serve as the successor agency to the dissolved redevelopment agency unless the Sponsoring Jurisdiction affirmatively elected not to fill that role; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

WHEREAS, pursuant to Resolution No. 1-2012, adopted by the City Council on January 10, 2012, the City of Rancho Cordova (“City”) agreed to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova (the “Agency”) commencing upon the dissolution of the Agency on February 1, 2012; and

WHEREAS, Assembly Bill 1484, enacted June 27, 2012, modified ABx1 26 by adding California Health and Safety Code Section 34173(g) to clarify that each successor agency “is a separate public entity from the public agency that provides for its governance”; and

WHEREAS, California Health and Safety Code Section 34173(h) authorizes the city that created a redevelopment agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan; and

WHEREAS, The Rancho Cordova Successor Agency is currently not receiving property tax revenue due the assessed values of the properties located within the project area falling below the frozen base established when the Agency was formed.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City of Rancho Cordova that it hereby approves a Loan Agreement (**Exhibit A**) for certain ROPS 13-14B obligations payable during the period of January to June 2014 with the Successor Agency of the former Community Redevelopment Agency.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

ATTACHMENT 1**AYES:****NOES:****ABSENT:****ABSTAIN:**

Linda Budge, Mayor**ATTEST:**

Mindy Cuppy, CMC, City Clerk

EXHIBIT A

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of August 19, 2013 (“**Effective Date**”) by and between the Successor Agency of the City of Rancho Cordova Community Redevelopment Agency, a public body corporate and politic (the “**Successor Agency**”) and the City of Rancho Cordova, California a municipal corporation (the “**City**”).

RECITALS

A. On January 10, 2012, the City Council designated itself as the Successor Agency to the Redevelopment Agency pursuant to the Community Redevelopment Law, California Health and Safety Code section 33000 *et seq.*

B. California Health and Safety Code section 34173(h) authorizes the City that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule (the “**ROPS**”) or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

C. The City and Successor Agency now desire to enter into a loan agreement pursuant to Section 34173(h) as described above, for the purposes of paying for the administrative costs, enforceable obligations and project-related expenses incurred by the City in its capacity as Successor Entity. Without a loan, the Successor Agency would have no ability to meet its enforceable obligations.

D. The Agreement shall cover ROPS 13-14B which includes enforceable obligations paid between January 1, 2014 and June 30, 2014.

D. The Successor Agency and the City have each determined that the loan pursuant to the terms of this Agreement is in the interests of the health, safety and welfare of the residents of the City.

NOW, THEREFORE, the Successor Agency and the City agree as follows:

1. Loan. The City agrees to loan to the Successor Agency, and the Successor Agency agrees to borrow from and repay to City an amount not to exceed \$317,600 (the “**Loan**”) upon the terms and conditions and for the purposes set forth in this Agreement.

2. Interest Rate; Maturity Date; Prepayment. Interest shall accrue on the outstanding principal balance of the Loan at a rate equal to the Local Agency Investment Fund Rate, commencing upon the date of disbursement of the Loan proceeds and continuing until the Loan is paid in full. The entire outstanding principal balance of the Loan together with interest accrued thereon and all other sums due under the Loan shall be payable in one lump sum on December 31, 2014 (the “**Maturity Date**”). The Successor Agency may prepay the Loan in whole or in part at any time without penalty or premium. Partial prepayments shall be applied first to accrued interest and then to principal.

The repayment of debt pursuant to the Loan shall occur in accordance with Section 34171(d)(1)(B) and take precedence over, and be paid before, other enforceable obligations.

EXHIBIT A

3. Use of Loan Proceeds. The Loan proceeds shall be used solely for the pay, costs and benefits of administrative, legal, audit and services provided to the Successor Agency. The loan shall not be used to pay court ordered attorney fees or settlements to third party litigants.

4. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

5. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the Parties.

6. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Agency shall be personally liable to City in the event of any default or breach by the Agency, or for any amount of money which may become due to City or its successor, or for any obligation of Agency under this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

8. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

10. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as though fully set herein.

11. Remedies. If either Party breaches any of its obligations hereunder, the other Party shall have all remedies for such breach available at law or in equity, including without limitation, damages, and the right to compel the defaulting party to specifically perform its obligations under this Agreement.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

15. Notices. Notices delivered pursuant to this Agreement shall be delivered personally or by first class mail to the Parties at the addresses set forth below or such other address as a Party may designate in writing by notice delivered to the other Party.

Agency: Successor Agency of the City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Executive Director

EXHIBIT A

City: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Manager

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

RANCHO CORDOVA SUCCESSOR AGENCY

By: _____
Executive Director

Attest: _____
Agency Secretary

Approved as to form:

Agency Counsel

CITY OF RANCHO CORDOVA

By: _____
City Manager

Attest: _____
City Clerk

Approved as to form:

City Attorney

1951968.2

ATTACHMENT 2

**SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF RANCHO CORDOVA**

RESOLUTION NO. SA-04-2013

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF RANCHO CORDOVA APPROVING A LOAN AGREEMENT WITH
THE CITY OF RANCHO CORDOVA**

WHEREAS, the California Legislature adopted, the Governor signed, and the California Supreme Court, in *California Redevelopment Association, et al. v. Matosantos*, (2012) 53 Cal.4th 231, upheld Assembly Bill x1 26 (“ABx1 26”); and

WHEREAS, pursuant to ABx1 26, all California redevelopment agencies were dissolved effective February 1, 2012; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Sections 34171(j) and 34173 originally provided that a city or county that formed a redevelopment agency (the “Sponsoring Jurisdiction”) would serve as the successor agency to the dissolved redevelopment agency unless the Sponsoring Jurisdiction affirmatively elected not to fill that role; and

WHEREAS, as added by ABx1 26, California Health and Safety Code Section 34173(b) provides that the authority, rights, powers, duties and obligations previously vested with the former redevelopment agencies are vested in the successor agencies; and

WHEREAS, pursuant to Resolution No. 1-2012, adopted by the City Council on January 10, 2012, the City of Rancho Cordova (“City”) agreed to serve as the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova (the “Agency”) commencing upon the dissolution of the Agency on February 1, 2012; and

WHEREAS, Assembly Bill 1484, enacted June 27, 2012, modified ABx1 26 by adding California Health and Safety Code Section 34173(g) to clarify that each successor agency “is a separate public entity from the public agency that provides for its governance”; and

WHEREAS, California Health and Safety Code Section 34173(h) authorizes the city that created a redevelopment agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan; and

WHEREAS, The Rancho Cordova Successor Agency is currently not receiving property tax revenue due the assessed values of the properties located within the project area falling below the frozen base established when the Agency was formed.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Successor Agency to the former Community Redevelopment Agency of the City of Rancho Cordova that it hereby approves a Loan Agreement (**Exhibit A**) for ROPS 13-14B obligations payable during the period of January to June 2014 with the City of Rancho Cordova.

ATTACHMENT 2

PASSED AND ADOPTED by the Board Members of the Successor Agency to the Community Redevelopment Agency of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Agency Chair

ATTEST:

Mindy Cuppy, CMC, Agency Secretary

EXHIBIT A**LOAN AGREEMENT**

THIS LOAN AGREEMENT (this “**Agreement**”) is entered into effective as of August 19, 2013 (“**Effective Date**”) by and between the Successor Agency of the City of Rancho Cordova Community Redevelopment Agency, a public body corporate and politic (the “**Successor Agency**”) and the City of Rancho Cordova, California a municipal corporation (the “**City**”).

RECITALS

A. On January 10, 2012, the City Council designated itself as the Successor Agency to the Redevelopment Agency pursuant to the Community Redevelopment Law, California Health and Safety Code section 33000 *et seq.*

B. California Health and Safety Code section 34173(h) authorizes the City that created a Redevelopment Agency to loan funds to its successor agency for administrative costs, enforceable obligations or project-related expenses at the city’s discretion, provided that the receipt and use of these funds is reflected on the Recognized Obligation Payment Schedule (the “**ROPS**”) or the administrative budget of the successor agency. Section 34173(h) says that an enforceable obligation is created for the repayment of such a loan.

C. The City and Successor Agency now desire to enter into a loan agreement pursuant to Section 34173(h) as described above, for the purposes of paying for the administrative costs, enforceable obligations and project-related expenses incurred by the City in its capacity as Successor Entity. Without a loan, the Successor Agency would have no ability to meet its enforceable obligations.

D. The Agreement shall cover ROPS 13-14B which includes enforceable obligations paid between January 1, 2014 and June 30, 2014.

D. The Successor Agency and the City have each determined that the loan pursuant to the terms of this Agreement is in the interests of the health, safety and welfare of the residents of the City.

NOW, THEREFORE, the Successor Agency and the City agree as follows:

1. Loan. The City agrees to loan to the Successor Agency, and the Successor Agency agrees to borrow from and repay to City an amount not to exceed \$317,600 (the “**Loan**”) upon the terms and conditions and for the purposes set forth in this Agreement.

2. Interest Rate; Maturity Date; Prepayment. Interest shall accrue on the outstanding principal balance of the Loan at a rate equal to the Local Agency Investment Fund Rate, commencing upon the date of disbursement of the Loan proceeds and continuing until the Loan is paid in full. The entire outstanding principal balance of the Loan together with interest accrued thereon and all other sums due under the Loan shall be payable in one lump sum on December 31, 2014 (the “**Maturity Date**”). The Successor Agency may prepay the Loan in whole or in part at any time without penalty or premium. Partial prepayments shall be applied first to accrued interest and then to principal.

The repayment of debt pursuant to the Loan shall occur in accordance with Section 34171(d)(1)(B) and take precedence over, and be paid before, other enforceable obligations.

EXHIBIT A

3. Use of Loan Proceeds. The Loan proceeds shall be used solely for the pay, costs and benefits of administrative, legal, audit and services provided to the Successor Agency. The loan shall not be used to pay court ordered attorney fees or settlements to third party litigants.

4. Parties Not Co-Venturers. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another.

5. Amendments. No amendment to or modification of this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by the Parties.

6. Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the Agency shall be personally liable to City in the event of any default or breach by the Agency, or for any amount of money which may become due to City or its successor, or for any obligation of Agency under this Agreement.

7. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement.

8. Headings. The headings of the sections and paragraphs of this Agreement have been inserted for convenience only and shall not be used to construe this Agreement.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

10. Recitals. The Recitals set forth above are hereby incorporated into this Agreement as though fully set herein.

11. Remedies. If either Party breaches any of its obligations hereunder, the other Party shall have all remedies for such breach available at law or in equity, including without limitation, damages, and the right to compel the defaulting party to specifically perform its obligations under this Agreement.

12. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties are materially altered or abridged by such invalidation, voiding or unenforceability.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto.

15. Notices. Notices delivered pursuant to this Agreement shall be delivered personally or by first class mail to the Parties at the addresses set forth below or such other address as a Party may designate in writing by notice delivered to the other Party.

Agency: Successor Agency of the City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: Executive Director

EXHIBIT A

City: City of Rancho Cordova
2729 Prospect Park Drive
Rancho Cordova, CA 95670
Attention: City Manager

IN WITNESS WHEREOF, the Parties have executed this Loan Agreement as of the date first written above.

RANCHO CORDOVA SUCCESSOR AGENCY

By: _____
Executive Director

Attest: _____
Agency Secretary

Approved as to form:

Agency Counsel

CITY OF RANCHO CORDOVA

By: _____
City Manager

Attest: _____
City Clerk

Approved as to form:

City Attorney

1951968.2

SUCCESSOR AGENCY TO THE FORMER

Community Redevelopment Agency

OF THE CITY OF RANCHO CORDOVA

MEMORANDUM

DATE: August 19, 2013

TO: Rancho Cordova Successor Agency Director and Members

FROM: Donna Silva, Finance Director
Michelle Mingay, Sr. Finance Analyst

SUBJECT: A RESOLUTION OF THE RANCHO CORDOVA SUCCESSOR AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14B) AND ADMINISTRATIVE BUDGET FOR JANUARY THROUGH JUNE 2014

RECOMMENDATION

Adopt Resolution No SA-05-2013 Approving a Recognized Obligation Payment Schedule (the "ROPS 13-14B") and Administrative Budget for January 1, 2014 through June 30, 2014.

RESULT OF RECOMMENDED ACTION

Approval of this resolution will allow the Rancho Cordova Successor Agency to make payments on obligations listed on ROPS 13-14B and establishes the administrative budget for the six month period; to the extent funds are available.

BACKGROUND

Assembly Bill 1x 26 (Stats. 2011, chap.5) added a new Part 1.85 to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26, effective June 27, 2012) (the "Dissolution Act"), and in accordance therewith, all redevelopment agencies in the State of California, including the Community Redevelopment Agency of the City of Rancho Cordova (the "Redevelopment Agency"), were dissolved effective February 1, 2012. Also on this date, all assets, properties, contracts, leases, books and records, building, and equipment of the former Redevelopment Agency were transferred to the Rancho Cordova Successor Agency (the "Successor Agency").

The Successor Agency is required by Section 34177(l) of the Dissolution Act to adopt a Recognized Obligation Payment Schedule ("ROPS") for each six-month fiscal period. The ROPS functions as the Successor Agency's claim for property tax revenue, and general authorization, to pay enforceable obligations. It lists the outstanding obligations of the former

Redevelopment Agency, the obligation amount that will be due during the six-month reporting period along with the funding source for each obligation. The Successor Agency can only pay, and will only be allocated property tax revenue by the County Auditor-Controller (the "County AC") for payments of obligations listed on the ROPS; to the extent property tax revenue is available.

Assembly Bill 1484 made certain adjustments and additions to the Dissolution Act procedure for the adoption of a ROPS. New subdivision (m) of Section 34177 states that the Successor Agency must submit an Oversight Board approved ROPS to the Department of Finance (the "DOF") and the County AC no fewer than 90 days (October 3rd) before the date of property tax distribution (January 2nd). The DOF shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than 45 days after the ROPS is submitted.

ROPS 13-14B is attached to the resolution submitted for approval. The DOF has notified the Successor Agency that a new reporting template will be required for this ROPS period but the new template was not distributed in time for tonight's action therefore the ROPS 13-14B was prepared on the old template provided by the DOF and will be transferred to the new template prior to Oversight Board approval. As required by AB 1484, ROPS 13-14B includes a reconciliation of the estimated to actual activity for the third ROPS, which covers the period of January 1, 2013 through June 30, 2013.

ROPS 13-14B includes all of the items from previous ROPS with the following exceptions:

- Line Item 25 – Added the repayment of the Loan Agreement between the City of Rancho Cordova (the "City") and the Successor Agency. The loan may be necessary to cover administrative cost and professional services during the ROPS 13-14B period (January to June 2014) to the extent these cost exceed reserve balances at dissolution or revenues during the current ROPS period. There is currently no property tax revenue being generated within the project area due to the continued declined in assessed values. This line item is necessary to ensure the City can be repaid for this loan once revenues become available.
- Line Item 26 – Added the repayment of FY 2009-10 interest on the DOF approved portion of the city loan (2005-06) which was previously disallowed during the Due Diligence Review - Other Funds as a "Transfer to the General Fund" rather than a debt service payment. This line item is subject to the lawsuit filed by the Successor Agency regarding the City Loan and may be paid based on the court ruling but has been added to the ROPS pending court action.
- Line Item 27 – Added the repayment of FY 2009-10 interest on the DOF approved portion of the city loan (2006-07) which was previously disallowed during the Due Diligence Review - Other Funds as a "Transfer to the General Fund" rather than a debt service payment. This line item is subject to the lawsuit filed by the Successor Agency regarding the City Loan and may be paid based on the court ruling but has been added to the ROPS pending court action.
- Line Item 28 – Added the repayment of the previously disallowed portion of the City Loan in accordance with Section 3419.4(b)(1) of the Dissolution Act which states, "...upon application by the Successor Agency and approval by the Oversight Board, loan

agreements entered into between the redevelopment agency and the city that created the redevelopment agency shall be deemed to be enforceable obligations provided that the Oversight Board makes a finding that the loan was for legitimate redevelopment purposes.” The Oversight Board will be asked to make these findings at their September meeting therefore the item has been added to this ROPS in anticipation of this action. This line item will only be necessary if the City is not successful in its lawsuit against the DOF regarding the original loan agreement.

As Council is aware, portions of the original reimbursement agreement have been denied by the DOF on prior ROPS. In the ROPS format provided to the Successor Agency by the DOF, these items have been highlighted red and locked from editing so no additional changes can be made to these line items. While the Successor Agency would have continued to report these obligations until the court ruled on the lawsuit filed in December regarding this matter, that reporting is not possible in the current ROPS format.

In accordance with requirement of the Dissolution Act, the Successor Agency will submit the adopted ROPS 13-14B to the Oversight Board for review and approval, at their September 9, 2013 board meeting. At the same time the ROPS 13-14B is submitted to the Oversight Board, a copy will also be provided to the county administrative officer, the County AC, and the DOF for review. Following the Oversight Board's approval of the ROPS 13-14B, the Successor Agency will submit a certified copy of the ROPS electronically to the DOF to complete the Dissolution Act reporting requirements and start the 45 day review period.

It is important for the reporting process to be completed by the October deadline to avoid significant penalties which have been added to §34177(m)(2) of the Dissolution Act. Those penalties include a civil penalty of \$10,000 per day for each day the ROPS is not submitted to the DOF and a 25% reduction to the maximum administrative cost allowance.

ATTACHMENT

Resolution No. SA-05-2013, including Exhibit A and Exhibit B.

RESOLUTION NO. SA-05-2013

**A RESOLUTION OF THE RANCHO CORDOVA SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA
APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14B) AND
ADMINISTRATIVE BUDGET FOR JANUARY THROUGH JUNE 2014**

WHEREAS, pursuant to Assembly Bill 1X 26 (Stats. 2011, chap. 5), a new Part 1.85 was added to Division 24 of the California Health and Safety Code (Health and Safety Code Section 34170 *et. seq.*), which was subsequently modified by the California Supreme Court in *California Redevelopment Association v. Matosantos* (2011) 53 Cal.4th 231 and by Assembly Bill 1484 (Stats. 2012, chap. 26, effective June 27, 2012) (the "Dissolution Act"), and in accordance therewith, all redevelopment agencies in the State of California, including the Community Redevelopment Agency of the City of Rancho Cordova (the "Redevelopment Agency"), were dissolved effective February 1, 2012; and

WHEREAS, pursuant to the Dissolution Act, the City of Rancho Cordova became the successor agency (the "Successor Agency") to the former Redevelopment Agency and, by operation of law under Section 34175(b) of the Dissolution Act, all assets, properties, contracts, leases, books and records, building, and equipment of the former Redevelopment Agency (the "redevelopment assets") were transferred to the Successor Agency, on February 1, 2012; and

WHEREAS, Section 34177(l) of the Dissolution Act requires the Successor Agency to prepare a Recognized Obligation Payment Schedule ("ROPS") for each six month fiscal period, which lists the outstanding obligation of the former Redevelopment Agency and the source of funds for the payments; and

WHEREAS, the Successor Agency has prepared a ROPS for the January 1, 2014 through June 30, 2014, fiscal period ("ROPS 13-14B"), attached hereto as (**Attachment A**).

WHEREAS, the Successor Agency has prepared the administrative budget (**Attachment B**), which estimates the cost for the Successor Agency to comply with the requirements associated with winding down the affairs of the agency; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THE BOARD MEMBERS OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RANCHO CORDOVA that:

1. The Successor Agency hereby approves the ROPS 13-14B for the period January 1, 2014 through June 30, 2014, attached hereto as Attachment A.
2. The Successor Agency hereby approves the Administrative Budget for the period January 1, 2014 through June 30, 2014, attached hereto as Attachment B.
2. The Successor Agency Secretary is hereby directed to transmit the ROPS 13-14B to the Oversight Board, in the revised template to be provided by the Department of Finance, for approval before transmitting the ROPS 13-14B to the Sacramento County Auditor-Controller, State Department of Finance, and the State Controller.

PASSED AND ADOPTED by the Board Members of the Rancho Cordova Successor Agency on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Agency Chair

ATTEST:

Mindy Cuppy, CMC, Agency Secretary

SUCCESSOR AGENCY CONTACT INFORMATION

EXHIBIT A

112

Successor Agency

ID: 249
 County: Sacramento
 Successor Agency: Rancho Cordova

Primary Contact

Honorific (Ms, Mr, Mrs)

First Name

Last Name

Title

Address

City

State

Zip

Phone Number

Email Address

Mindy
Cuppy
City Clerk
2729 Prospect Park Dr
Rancho Cordova
CA
95671
916-851-8721
mcuppy@cityofranchocordova.org

Secondary Contact

Honorific (Ms, Mr, Mrs)

First Name

Last Name

Title

Phone Number

Email Address

Michelle
Mingay
Senior Finance Analyst
916-851-8738
mmingay@cityofranchocordova.org

SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE

Filed for the January 1, 2014 to June 30, 2014 Period

Name of Successor Agency: RANCHO CORDOVA (SACRAMENTO)

Outstanding Debt or Obligation	Total
Total Outstanding Debt or Obligation	\$15,767,249

Current Period Outstanding Debt or Obligation	Six-Month Total
A Available Revenues Other Than Anticipated RPTTF Funding	\$192,588
B Enforceable Obligations Funded with RPTTF	\$218,665
C Administrative Allowance Funded with RPTTF	\$125,000
D Total RPTTF Funded (B + C = D)	\$343,665
E Total Current Period Outstanding Debt or Obligation (A + B + C = E) Should be same amount as ROPS form six-month total	\$536,253
F Enter Total Six-Month Anticipated RPTTF Funding	\$0
G Variance (F - D = G) Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding	(\$343,665)

Prior Period (January 1, 2013 through June 30, 2013) Estimated vs. Actual Payments (as required in HSC section 34186 (a))	Six-Month Total
H Enter Estimated Obligations Funded by RPTTF (lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)	\$0
I Enter Actual Obligations Paid with RPTTF	\$0
J Enter Actual Administrative Expenses Paid with RPTTF	\$0
K Adjustment to Redevelopment Obligation Retirement Fund (H - (I + J) = K)	\$0
L Adjustment to RPTTF (D - K = L)	\$343,665

certification of Oversight Board Chairman:

I, _____, pursuant to Section 34177 (m) of the Health and Safety code, hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above name agency.

/s/

Name	Title
Signature	Date

Oversight Board Approval Date: _____

RANCHO CORDOVA (SACRAMENTO)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14B)
January 1, 2014 through June 30, 2014

Item #	Project Name / Debt Obligation	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2013-14	Funding Source					Six-Month Total
									Bond Proceeds	Reserve Balance	Admin Allowance	RPTTF	Other	
							\$ 15,767,249	\$ 714,498	\$ -	\$ 192,588	\$ 125,000	\$ 218,665	\$ -	\$ 536,253
1	Reimbursement Agreement entered into within two years of Agency formation.	7/1/2005	Upon Full Repayment	City of Rancho Cordova	Fiscal Year 2005-06 Loan for Agency overhead, administrative and planning expenses	Rancho Cordova Redevelopment	0	0	0	0	0	0	0	0
2	Reimbursement Agreement entered into within two years of Agency formation.	7/1/2005	Upon Full Repayment	City of Rancho Cordova	Fiscal Year 2006-07 Loan for Agency overhead, administrative and planning expenses	Rancho Cordova Redevelopment	0	0	0	0	0	0	0	0
3	Reimbursement Agreement entered into within two years of Agency formation.	7/1/2005		City of Rancho Cordova	Fiscal Year 2007-08 Loan for Agency overhead, administrative and planning expenses	Rancho Cordova Redevelopment	0	0	0	0	0	0	0	0
4	Reimbursement Agreement entered into within two years of Agency formation.	7/1/2005		City of Rancho Cordova	Fiscal Year 2010-11 Loan for Agency overhead, administrative and planning expenses	Rancho Cordova Redevelopment	0	0	0	0	0	0	0	0
5	Reimbursement Agreement entered into within two years of Agency formation.	7/1/2005		City of Rancho Cordova	Fiscal Year 2010-11 Loan for Agency project expense - Purchase of property for Mills Station Crossing Project	Rancho Cordova Redevelopment	0	0	0	0	0	0	0	0
6	Reimbursement Agreement entered into within two years of Agency formation.	7/1/2005		City of Rancho Cordova	Fiscal Year 2011-12 Loan for Agency overhead, administrative and planning expenses	Rancho Cordova Redevelopment	0	0	0	0	0	0	0	0
7	Reimbursement Agreement entered into within two years of Agency formation.	7/1/2005		City of Rancho Cordova	Fiscal Year 2011-12 Loan for Agency project expense - Purchase of property for Mills Station Crossing Project	Rancho Cordova Redevelopment	0	0	0	0	0	0	0	0
8	Mills Station Crossing Project	2/24/2003	Upon Final Judgment	Meyers Nave	Project legal expenses for existing litigation against the former Rancho Cordova Redevelopment Agency (est.)	Rancho Cordova Redevelopment	-	-	0	0	0	0	0	0
9	Mills Station Crossing Project	Future Court Action	Upon Final Judgment	Lily Property	Estimated defendant legal fees as a result of an eminent domain case started in 2009 (est.)	Rancho Cordova Redevelopment	-	-	0	0	0	0	0	0
10	Mills Station Crossing Project	Statutory requirement	Upon Relocation	Check Cashing Business	Redevelopment Statutory obligation to relocate tenant when acquiring property with tenant in place (est.)	Rancho Cordova Redevelopment	100,000	100,000	0	97,755	0	0	0	97,755
11	Audit Services	Statutory requirement	Upon Completion of Services	Maze & Associates	Audit services required by law to be performed for the Successor Agency	Rancho Cordova Redevelopment	15,000	15,000	0	5,000	0	0	0	5,000
12	Mills Station Crossing/Property Maintenance	AB 1484 §34171(d)(1)(F)	Upon Sale of Asset	Sacramento County Utilities	Monthly utility charges for properties currently owned by the former RDA (est.)	Rancho Cordova Redevelopment	-	-	0	0	0	0	0	0
13	Mills Station Crossing/Property Maintenance	AB 1484 §34171(d)(1)(F)	Upon Sale of Asset	L&M Fencing	Charges for temporary fencing required due to current condition of the property (est.)	Rancho Cordova Redevelopment	-	-	0	0	0	0	0	0
14	Mills Station Crossing/Property Maintenance	AB 1484 §34171(d)(1)(F)	Upon Sale of Asset	Terra Care Associates	Monthly property/landscape maintenance charges for properties currently owned by the former RDA (est.)	Rancho Cordova Redevelopment	-	-	0	0	0	0	0	0
15	Statutory Payment	Replacement/Inclusionary Housing Obligation	Upon Satisfying Obligation	City of Rancho Cordova as the Successor Housing Agency	Low/Moderate Housing Replacement Obligation (est.)	Rancho Cordova Redevelopment	3,520,000	-	0	0	0	0	0	0
16	Administrative Allowance	AB 1484 §34171(b)	Upon Dissolution	City of Rancho Cordova	Staff Cost to wind down former redevelopment agency activities (est.)	Rancho Cordova Redevelopment	5,250,000	250,000	0	0	125,000	0	0	125,000
17	Crossings at New Rancho	12/2/2010		Urban Housing Communities	Project based rental assistance (est.)	Rancho Cordova Redevelopment	610,377	-	0	0	0	0	0	0
18	Litigation expense related to assets or obligations, settlements and judgments	2/24/2003	Upon Final Judgment	Meyers Nave	Legal expenses for the Rancho Cordova Successor Agency to defend assets or obligations (est.)	Rancho Cordova Redevelopment	70,000	70,000	0	30,000	0	0	0	30,000
19	Loan Agreement	8/20/2012	6/30/2013	City of Rancho Cordova	Short term loan required to meet Rancho Cordova SA's enforceable obligations in the ROPS II reporting period due to the lack of tax increment/property tax revenue as a result of the current assessed valuation for the project area.	Rancho Cordova Redevelopment	-	-	0	0	0	0	0	0
20	Loan Agreement	2/4/2013	December 31, 2013 or upon full repayment of loan balance	City of Rancho Cordova	Short term loan required to meet the Successor Agency's enforceable obligations in the ROPS III reporting period due to the lack of tax increment/property tax revenue as a result of the current assessed valuation for the project area.	Rancho Cordova Redevelopment	-	-	0	0	0	0	0	0
21	Loan Agreement	2/4/2013	June 30, 2014 or upon full repayment of loan balance	City of Rancho Cordova	##### Appraisal services for Successor Agency Land - Only needed if funds were not expended during prior ROPS period	Rancho Cordova Redevelopment	218,665	218,665	0	0	0	218,665	0	218,665
22	Appraisal Services		Upon Completion of Services	Integra Realty Resources or comparable business	Property Taxes due for Successor Agency Property	Rancho Cordova Redevelopment	3,500	3,500	0	3,500	0	0	0	3,500
	Property Taxes	AB 1484 §34171(d)(1)(F)	Assets are sold	Sacramento County	Demolition Cost associated with Successor Agency owned property for the health and safety of the public.	Rancho Cordova Redevelopment	1,000	1,000	0	0	0	0	0	0
	Mills Station Crossing/Property Maintenance	AB 1484 §34171(d)(1)(F)	N/A	Lowest Qualified Bidder	##### Interest Payment on FY 2005-06 portion of City Loan approved as enforceable obligation by DOF on prior ROPS but disallowed as a "transfer to general fund" during the DDR-Other Funds review	Rancho Cordova Redevelopment	-	-	0	0	0	0	0	0
	Loan Agreement	8/19/2013	December 31, 2014 or upon full repayment of loan balance	City of Rancho Cordova	##### Interest Payment on FY 2005-06 portion of City Loan approved as enforceable obligation by DOF on prior ROPS but disallowed as a "transfer to general fund" during the DDR-Other Funds review	Rancho Cordova Redevelopment	320,763	-	0	0	0	0	0	0
	Reimbursement Agreement entered into within two years of Agency formation.	7/1/2005	Upon Full Repayment	City of Rancho Cordova	Interest Payment on FY 2005-06 portion of City Loan approved as enforceable obligation by DOF on prior ROPS but disallowed as a "transfer to general fund" during the DDR-Other Funds review	Rancho Cordova Redevelopment	6,122	6,122	0	6,122	0	0	0	6,122
	Reimbursement Agreement entered into within two years of Agency formation.	7/1/2005	Upon Full Repayment	City of Rancho Cordova	Loan Repayments pursuant to HSC section 34191.4 (b)	Rancho Cordova Redevelopment	50,211	50,211	0	50,211	0	0	0	50,211
	Oversight Board Approved Loan Agreement	9/9/2013	Upon Full Repayment	City of Rancho Cordova		Rancho Cordova Redevelopment	5,601,610	-	0	0	0	0	0	0

RANCHO CORDOVA (SACRAMENTO)
Pursuant to Health and Safety Code section 34186 (a)
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS III)
January 1, 2013 through June 30, 2013

Line	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
					\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	Reimbursement Agreement entered into within two years of Agency formation.	City of Rancho Cordova	Fiscal Year 2005-06 Loan for Agency overhead, administrative and planning expenses	Rancho Cordova Redevelopment										
2	Reimbursement Agreement entered into within two years of Agency formation.	City of Rancho Cordova	Fiscal Year 2006-07 Loan for Agency overhead, administrative and planning expenses	Rancho Cordova Redevelopment									70,557	70,557
8	Mills Station Crossing Project	Meyers Nave	Project legal expenses for existing litigation against the former Rancho Cordova Redevelopment Agency (est.)	Rancho Cordova Redevelopment									578,747	578,747
9	Mills Station Crossing Project	Lily Property	Estimated defendant legal fees as a result of an eminent domain case started in 2009 (est.). This item can only be paid if RPTTF is available or if proceeds from asset sales becomes available.	Rancho Cordova Redevelopment									1,000,000	945,669
10	Mills Station Crossing Project	Check Cashing Business	Redevelopment Statutory obligation to relocate tenant when acquiring property with tenant in place (est.)	Rancho Cordova Redevelopment									100,000	2,243
11	Audit Services	Maze & Associates	Audit services required by law to be performed for the Successor Agency	Rancho Cordova Redevelopment									10,500	-
12	Mills Station Crossing/Property Maintenance	Sacramento County Utilities	Monthly utility charges for properties currently owned by the former RDA (est.)	Rancho Cordova Redevelopment									10,500	804
13	Mills Station Crossing/Property Maintenance	L&M Fencing	Charges for temporary fencing required due to current condition of the property (est.)	Rancho Cordova Redevelopment									9,000.00	3,430
14	Mills Station Crossing/Property Maintenance	Terra Care Associates	Monthly property/landscape maintenance charges for properties currently owned by the former RDA (est.)	Rancho Cordova Redevelopment									4,500.00	1,950
15	Statutory Payment	City of Rancho Cordova as the Successor Housing Agency	Low/Moderate Housing Replacement Obligation (est.)	Rancho Cordova Redevelopment									0.00	-
16	Administrative Allowance	City of Rancho Cordova	Staff Cost to wind down former redevelopment agency activities (est.)	Rancho Cordova Redevelopment									125,000.00	88,359
17	Crossings at New Rancho	Urban Housing Communities	Project based rental assistance (est.)	Rancho Cordova Redevelopment									-	-
18	Litigation expense related to assets or obligations, settlements and judgments	Meyers Nave	Legal expenses for the Rancho Cordova Successor Agency to defend assets or obligations (est.)	Rancho Cordova Redevelopment									250,000	5,295
19	Loan Agreement	City of Rancho Cordova	Short term loan required to meet Rancho Cordova SA's enforceable obligations in the ROPS II reporting period due to the lack of tax increment/property tax revenue as a result of the current assessed valuation for the project area.	Rancho Cordova Redevelopment									221,596	-

RANCHO CORDOVA (SACRAMENTO)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14B) -- Notes (Optional)
January 1, 2014 through June 30, 2014

Item #	Notes/Comments
1 & 2	Loan Balance has been paid with the exception of the FY 2009-10 interest payment which was denied by the Department of Finance as part of the DDR-Other Funds review. DOF classified the payment as a "transfer to the General Fund" instead of a debt service payment and required the General Fund to pay the funds back to the Successor Agency (which occurred in April 2013). Since DOF had authorized full payment of the principal on the ROPS III a new line items (Items 26 & 27) have been added to ROPS 13-14B to account for this obligation.
3-7	HSC section 34171(d)(2) as written states the following, "...loan agreements entered into between the development agency and the city, county, or city and county that created it, within two years of the date of creation of the redevelopment agency, may be deemed to be enforceable obligations." The former Redevelopment Agency began formation in 2004 and the City of Rancho Cordova and the Redevelopment Agency entered into a reimbursement agreement dated July 1, 2005, within two years of the date of creation. This agreement "establish a mechanism for the agency to reimburse the City for certain administrative and other costs the city has incurred to date and shall in the future incur in connection with (i) the establishment of the agency, (ii) the preparation of the proposed redevelopment plan, and (iii) the implementation of the redevelopment program for the Project Area." In accordance with the terms of the agreement, staff performed a full accounting of all revenues and expenditures of the former redevelopment agency, each fiscal year, prior to any disbursements from the general fund occurring. All disbursements were made at the exact amount necessary to cover the operating deficit for that fiscal year. The City relied upon this agreement, obligating the agency to reimburse the City for each of the disbursements from the general fund, and the loan was well documented in the annual Statement of Indebtedness, Redevelopment Agencies Financial Transactions Report to the State Controllers Office, Redevelopment Agency's Financial Statements and the City of Rancho Cordova Comprehensive Annual Financial Report (CAFR). While the actual transfer of funds may have occurred in 2007-08, 2010-11 and 2011-12, these transfers were all made in accordance with the terms of the July 1, 2005 agreement, an agreement which meets the requirements of HSC section 34171(d)(2), and are therefore, enforceable obligations of the successor agency. THESE ITEMS ARE NOW SUBJECT TO A LAWSUIT FILED BY THE SUCCESSOR AGENCY
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RANCHO CORDOVA (SACRAMENTO)
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 13-14B) -- Notes (Optional)
January 1, 2014 through June 30, 2014

Item #	Notes/Comments
16	
17	
18	
19	
20	
21	This loan may be necessary due to the lack of property tax revenue being received by the Successor Agency but will only be used to the extent the reserve balance, which was approved to be retained by the Successor Agency by the Department of Finance as part of the DDR-Other Funds Review, is insufficient to cover the enforceable obligations.
22	
23	
24	
25	This loan may be necessary due to the lack of property tax revenue being received by the Successor Agency but will only be used to the extent the reserve balance, which was approved to be retained by the Successor Agency by the Department of Finance as part of the DDR-Other Funds Review, is insufficient to cover the enforceable obligations.
26	Repayment of FY 2009-10 Debt Service payment on DOF approved portion (FY 2005-06) of City Loan which was required to be returned to the Successor Agency as part of the DDR-Other Funds Review
27	Repayment of FY 2009-10 Debt Service payment on DOF approved portion (FY 2006-07) of City Loan which was required to be returned to the Successor Agency as part of the DDR-Other Funds Review
28	Oversight Board Approval of Loan Repayments pursuant to HSC section 34191.4 (b) - Amount reported in Total Outstanding Debt represents the principal balance only. As a result of the loan repayment restrictions outlined in 34191.4(b)(2)(A), interest will be calculated annually and added to the current principal payment listed in the Total Due During Fiscal Year column. This line item has been included in the ROPS for future payment authorization but is pending a court ruling on lawsuit involving original loan agreement.

**Successor Agency to the former Rancho Cordova Redevelopment Agency
Proposed Administrative Budget
For the period between:**

	January 1, 2014 and June 30, 2014
<i>Successor Agency Staffing</i>	
Salaries	64,468
Benefits	25,532
Total Salaries and Benefits	\$ 90,000
<i>Prof. & Contractual Services</i>	
General Counsel	30,000
Consultants - Other	5,000
Total Prof. & Contractual Services	\$ 35,000
TOTAL ADMINISTRATIVE COST	\$ 125,000

MEMORANDUM



DATE: August 19, 2013

TO: Honorable Mayor and Council Members

FROM: Donna Silva, Finance Director
Michelle Mingay, Sr. Finance Analyst

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA AUTHORIZING DELINQUENT RESIDENTIAL SOLID WASTE SERVICE CHARGES TO BE COLLECTED ON THE 2013-14 TAX BILL

RECOMMENDATION

Adopt Resolution No. 98-2013.

RESULT OF RECOMMENDED ACTION

This action will authorize the delinquent residential solid waste service charges to be collected on the 2013-14 property tax rolls.

BACKGROUND

The Collection Services Contract ("Contract"), between the City of Rancho Cordova and Allied Waste Services ("Allied"), for residential garbage collection and recycling, allows Allied to take any action legally available to collect past due amounts. Pursuant to Government Code sections 38790.1 and 25831, one such action is for the City to assist Allied by placing the delinquent accounts on the property tax roll.

The City's Municipal Code allows for the property tax rolls to be utilized for collecting delinquent charges but in order for the City to assist Allied, the City Council must approve two separate Resolutions prior to recording a tax levy for delinquent residential solid waste accounts. The first resolution, which was adopted by the Council on July 23, 2013, established the intent of the City Council to transfer delinquent residential solid waste accounts to the tax rolls, as well as setting a Public Hearing for August 19th at 5:30 p.m. to take comments and objections from the public regarding the transfer of delinquent residential solid waste accounts to the tax roll. At the conclusion of the Public Hearing, the Council will be asked to adopt the second resolution titled "A Resolution of the City Council of the City of Rancho Cordova Authorizing Delinquent Residential Solid Waste Service Charges to be Collected on the 2013-14 Tax Bill."

As of August 9, 2013 the total number of accounts with delinquent charges that have been identified to be transferred to the tax roll is 578, and a total amount of \$183,071.62. The amount to be submitted to the County Auditor's Office for inclusion on the tax roll will be reduced by the number of current delinquent accounts that submit payment in the interim. Allied will provide the City with a final delinquency list immediately after the County levy submission on August 20th, which will capture any last minute payments made to Allied.

The amount collected on the tax rolls may not reflect all of the total-to-date delinquent charges, since the delinquent solid waste levy may only legally include accounts that were delinquent at March 1, 2013.

Public Notification Process

As required by the County Assessor's Office for the property tax lien process, Allied sent two letters to the property owners of delinquent solid waste accounts, one in May and the second in July. The letters requested payment of the account and advised that unpaid delinquent accounts would be included on a list and presented to the City Council and at a Public Hearing on August 19th, to be confirmed by Council resolution. The letter also informed the property owners that the confirmed delinquent accounts, together with a ten percent penalty and five percent administrative charge, would be placed on the County of Sacramento tax rolls to be collected with the property tax.

Property Tax (Levy) Collection Process

The Sacramento County Assessor's office places delinquent utility charges on the property tax rolls. Under the Property Tax Collection Process, the delinquent utility charges are placed on the property tax roll annually in August, collected by the County the following December and April, and remitted to the City in January and May. The City then processes a payment to Allied for the amount received from the County minus a city administrative cost.

ATTACHMENT

Resolution 98-2013 including Exhibit A 2013-14 Delinquent Solid Waste Tax Levy

2115321.1

CITY OF RANCHO CORDOVA**RESOLUTION NO. 98-2013****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
AUTHORIZING DELINQUENT RESIDENTIAL SOLID WASTE SERVICE CHARGES BE
COLLECTED ON THE PROPERTY TAX BILL**

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

WHEREAS, in 2011 the City of Rancho Cordova executed a five year contract extension with Allied for the provision of residential solid waste collection and recycling services; and

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

WHEREAS, pursuant to Government Code sections 38790.1 and 25831, the City may assist Allied in collection of past due accounts; and

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

WHEREAS, Allied did, on the 17th day of July, 2013, file with the Clerk of the City Council of the City of Rancho Cordova a written report containing a description of each parcel of real property and the amount of the delinquent solid waste service charges proposed to be collected on the tax roll; and

WHEREAS, the City Council subsequently did, on the 23rd day of July, 2013, adopt a Resolution of Intention No. 97-2013 to order delinquent solid waste service charges and late penalties to be collected on the tax roll at the same time and in the same manner as the general tax levy for County purposes and to set a public hearing for such purpose; and

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA that the delinquent solid waste service charges report provided by Allied is hereby adopted, confirmed, ratified and approved to be transferred to the County property tax rolls for collection.

BE IT FURTHER RESOLVED that Allied is hereby authorized and directed to delete from the report any and all delinquent accounts which are paid in full on or before the 20th day of August, 2013, the date when the Direct Levy data file must be received by the County.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk
2115336.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
40825	06801350140000	29 SAC INCU LP	10088	NEBULA WAY		SACRAMENTO	CA	95827-2975
156092	05801130060000	A&L PROPERTY MGMT	3420	COACH LN	STE 12	CAMERON PARK	CA	95682-8448
518043	05800610060000	ABGAR SARKISIAN	2248	BENITA DR		RANCHO CORDOVA	CA	95670-4009
115494	06706600470000	AHMAD RAHMAN	4104	ARAGON WAY		RANCHO CORDOVA	CA	95742-8007
10419	06705900570000	ALANA NEWTON	4320	ACCORDIAN WAY		RANCHO CORDOVA	CA	95742-8080
34943	07701030140000	ALBERT E GILDING JR	3028	PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5321
16690	07229702240000	ALBERTO ODOR	10938	TOWER PARK DR		RANCHO CORDOVA	CA	95670-6264
19585	07701510050000	ALEJANDRO F GUERRERO	748	SAINT JAMES CT		GALT	CA	95632-8154
29640	05601120060000	ALICE K MATTAR	2125	DANBURY WAY		RANCHO CORDOVA	CA	95670-2206
27605	07703800010000	ALISON BAKER	3633	MADDIEWOOD CIR		SACRAMENTO	CA	95827-3066
23996	05603000710000	ALLAN ROBERT THOMAS	10980	MIRA RIVER CT		RANCHO CORDOVA	CA	95670-2718
7688	07600740060000	ALLIE MARKHAM	10320	RINDA DR		RANCHO CORDOVA	CA	95670-2033
16769	07229902300000	AMALIA & BRIAN BEECK	3121	EADES WAY		RANCHO CORDOVA	CA	95670-6279
10073	06801520080000	AMANDA LEE	9932	ZION WAY		SACRAMENTO	CA	95827-2943
231789	07601640250000	ANDREW J GEORGI	10201	MALAGA WAY		RANCHO CORDOVA	CA	95670-3369
523348	06803640290000	ANGEL COVARRUBIAS	3609	SARAMENT CT		SACRAMENTO	CA	95827-3534
195412	06706100160000	ANGELA SLAUGHTER	4463	MALANA CT		RANCHO CORDOVA	CA	95742-8060
567958	05702010030000	ANGELA T SALDIVIA	2610	ZINFANDEL DR		RANCHO CORDOVA	CA	95670-4825
526915	06700300630000	ANGELO TSAKOPOULOS	4290	RANCHO CORDOVA PKWY		RANCHO CORDOVA	CA	95742-8153
93012	07702500390000	ANN HUDDLESTON	4000	THORNHILL DR		SACRAMENTO	CA	95826-5037
136109	05701040120000	ANNE H MATTHEWS	2541	FURMINT WAY		RANCHO CORDOVA	CA	95670-3619
28030	05801920160000	ANSEL J ROBINSON	10653	CAMPANA WAY		RANCHO CORDOVA	CA	95670-3913
130178	05700410110000	ANTHONY L WARNKE	10601	LAMBRUSCA DR		RANCHO CORDOVA	CA	95670-3815
561375	07702210140000	ANTONIO PARRALES	3259	SANBURY CIR		RANCHO CORDOVA	CA	95670-5720
252691	07702700240000	ARBIN C KUMAR	3390	OTTER CT		HAYWARD	CA	94542-2616
20654	07702800510000	ARTEM MKRTCHYAN	1315	W GLENOAKS BLVD		GLENDALE	CA	91201-2203
580243	05804900280000	ARTHUR GRIJALVA	2305	BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4228
158253	06706000710000	ARUTYUN SHIBOYAN	11716	CORINO WAY		RANCHO CORDOVA	CA	95742-8033
620679	07220900750000	ARVIND VENAGOPAL	3212	BALADA WAY		RANCHO CORDOVA	CA	95670-6922
35804	07701320210000	ASHLEY TEASLEY	2955	JOERGER ST		RANCHO CORDOVA	CA	95670-5314
23615	05802210210000	AUBREY JACOBSEN	10646	AUDUBON WAY		RANCHO CORDOVA	CA	95670-3908
22601	07225500160000	BAC HM LNS SVCNG LP	3561	DEBINA WAY		RANCHO CORDOVA	CA	95670-6973
500321	07701020020000	BADIE BAHRAM		PO BOX 661471		SACRAMENTO	CA	95866-1471
548482	07501910030000	BADIE BAHRAM		PO BOX 661471		SACRAMENTO	CA	95866-1471
40823	06705400530000	BANK OF AMERICA	4074	COPPER LAKE WAY		RANCHO CORDOVA	CA	95742-8026
40030	07229902490000	BANK OF AMERICA	10862	DISK DR		RANCHO CORDOVA	CA	95670-6280
41065	07229902140000	BANK OF AMERICA	10905	TOWER PARK DR		RANCHO CORDOVA	CA	95670-6263
40094	05602030050000	BANK OF AMERICA	2232	FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2459
32906	05800510030000	BANK OF NY SERIES	1800	TAPO CANYON RD		SIMI VALLEY	CA	93063-6712
221638	06804440140000	BARRETT G LEVINE	9833	CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2806
106092	05604000790000	BELGIN VANDERPLOEG	26431	CROWN VALLEY PKWY		MISSION VIEJO	CA	92691-6360

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
4178	06708001020000	BENJAMIN AVILA	12212	CONSERVANCY WAY		RANCHO CORDOVA	CA	95742-7763
114216	05600820030000	BERNARD JACOBS	10482	ROSE HILL CT		RANCHO CORDOVA	CA	95670-2230
221850	06804510110000	BERNIE P J DALANAN	3552	GRANBY DR		SACRAMENTO	CA	95827-3523
556663	07502430020000	BETTY KRAUS	2274	LA GRAMA DR		RANCHO CORDOVA	CA	95670-3155
625641	05603500400000	BEVERLY FISHER	11130	UTOPIA RIVER CT		RANCHO CORDOVA	CA	95670-2931
209336	07203100530000	BEVERLY SHAH	2948	KACHINA WAY		RANCHO CORDOVA	CA	95670-5634
572947	07701220020000	BILL LUCE	10404	ABBOTT FORD WAY		RANCHO CORDOVA	CA	95670-5802
8767	06708000860000	BIRTHA BILLOUPS	12216	HETCH HECHY DR		RANCHO CORDOVA	CA	95742-7762
132817	05700810080000	BOB WAGG	10644	CHARDONAY DR		RANCHO CORDOVA	CA	95670-3844
189184	05802020030000	BOB WAGG JR	10644	CHARDONAY DR		RANCHO CORDOVA	CA	95670-3844
8601	07602520190000	BRAD NIBBELINK	109	MOSSGLEN CIR		SACRAMENTO	CA	95826-1724
173955	05804700240000	BRAD NYE		PO BOX 1536		RANCHO CORDOVA	CA	95741-1536
629262	07201710080000	BRANDON MORTZ	11809	LOISDALE WAY		RANCHO CORDOVA	CA	957428029
134739	07213400090000	BRETT L ROBINSON	10616	BASIE WAY		RANCHO CORDOVA	CA	95670-7314
10308	07201910180000	BRETT MYNSTED	10515	SILVERWOOD WAY		RANCHO CORDOVA	CA	95670-5518
132672	05700740060000	BRIAN BOOTH	10554	MALVASIA DR		RANCHO CORDOVA	CA	95670-3747
71747	05803900530015	BRIE M BENNETT	11012	COBBLESTONE DR		RANCHO CORDOVA	CA	95670-4231
10536	07229800240000	BRITTNEY WILSON	11071	INTERNATIONAL DR		RANCHO CORDOVA	CA	95670-6253
137622	05701610050000	BRUCE C BUCKLE	2616	RIBIER WAY		RANCHO CORDOVA	CA	95670-3716
641646	06801010030000	CANDACE ALPERT	11150	TRINITY RIVER DR		RANCHO CORDOVA	CA	95670-2900
158998	06704800090000	CANDACE NUNEZ	4171	TULIP PARK WAY		RANCHO CORDOVA	CA	95742-8010
27307	07700710060000	CANDISE M JOSEY	2939	BETLEN CT		RANCHO CORDOVA	CA	95670-5302
27203	06704500350000	CARL COONEY	11720	AZALEA GARDEN WAY		RANCHO CORDOVA	CA	95742-8047
130807	07701520330000	CARLOTTA LEWIS	3149	NOAH BLOMQUIST WAY		RANCHO CORDOVA	CA	95670-6255
38621	05800460060000	CAROL WILLIAMS	2601	MCGREGOR DR		RANCHO CORDOVA	CA	95670-5130
1655	07224000420000	CAROLINA REBURIANO	622	STONEFORD DR		DALY CITY	CA	94015-3709
28025	06801260050000	CAROLYN THOMAS	10005	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-2931
580412	06800720150000	CARRIE ASHE	9956	NEBULA WAY		SACRAMENTO	CA	95827-2914
189048	05801920230000	CARRIE BARBIER	549	TWINWOOD LOOP		ROSEVILLE	CA	95678-5978
179267	05700920200000	CASEY PLOGHOFT	2620	VERDELLO WAY		RANCHO CORDOVA	CA	95670-3614
231333	07601550070000	CASTULO MA ROBLES	10213	COLOMA RD		RANCHO CORDOVA	CA	95670-3605
248422	07701520350000	CATHERINE MACKLIN	10520	ABBOTT FORD WAY		RANCHO CORDOVA	CA	95670-5804
40411	07601640360000	CAYMUS CAP RENTAL FUND I LLC	2613	EL CINO CT		RANCHO CORDOVA	CA	95670-3303
128213	05602700050000	CHAD M MCKEOWN	2212	RIVER TRAILS CIR		RANCHO CORDOVA	CA	95670-2223
35641	07507000190000	CHAMBERLAIN LLC	2821	TIFFANY WEST WAY		SACRAMENTO	CA	95827-1419
66639	07702100130000	CHANTE JOHNSON	10428	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714
556648	05700530110000	CHARLES HOWARD	10436	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3641
38668	07502910030000	CHARLES L BRECK	2419	EL BURLON CIR		RANCHO CORDOVA	CA	95670-3115
242323	07700920130000	CHARLES PE LOTZ	3050	ABBOTT CT		RANCHO CORDOVA	CA	95670-5301
95967	07703240200000	CHARLIE M WARD	3343	HARTSELLE WAY		SACRAMENTO	CA	95827-2449
205358	07201740120000	CHERYL A WHITE	2995	HUNT DR		RANCHO CORDOVA	CA	95670-5615

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
235141	07602120040000	CHERYL JENTICK	2737	LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3430
7978	05702850140000	CHERYL KEITH	2442	ARAMON DR		RANCHO CORDOVA	CA	95670-3852
130628	05700520090000	CHERYL LYN POMEROY	10428	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3602
555365	06804720350000	CHONG M CHON	3244	PEGASUS WAY		SACRAMENTO	CA	95827-2348
32857	07703240040000	CHRIS FRY	10218	ROCKINGHAM DR		SACRAMENTO	CA	95827-2454
104058	05603810040000	CHRIS LYON	2221	EAGLE RIVER CT		RANCHO CORDOVA	CA	95670-2831
121152	05601640040000	CHRIS NAVARETTI	10624	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469
12190	05700920060000	CHRIS REDMON	2524	TORMOLO WAY		RANCHO CORDOVA	CA	95670-3634
528691	05802160160000	CHRIS THOMAS	2321	MCGREGOR DR		RANCHO CORDOVA	CA	95670-3926
114494	05600910020000	CHRISTINA LAXTON	2117	FARNSWORTH WAY		RANCHO CORDOVA	CA	95670-2214
5938	07203100350000	CHRISTINE BATEY	2957	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5637
222261	06804530120000	CHRISTINE PETTIS	2474	OAK PARK CIR		INGLESIDE	TX	78362-6102
597322	07222100640000	CHRISTOPHER BUDGE	10729	BELLONE WAY		RANCHO CORDOVA	CA	95670-6927
35637	07701730110000	CHRISTOPHER J FREY	10379	WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5433
12234	05700820160000	CHRISTOPHER TAYLOR	1871	N BOULDER CT		CASA GRANDE	AZ	85122-1746
206730	05700100530000	CHRISTOPHER THOMPSON	1731	HOWE AVE	PMB 478	SACRAMENTO	CA	95825-2209
458223	05700910020000	CINDY PALKO	2608	TRONERO WAY		RANCHO CORDOVA	CA	95670-3612
405289	06805150060000	CONNIE GREKOFF	9738	WOODHOLLOW WAY		SACRAMENTO	CA	95827-2723
19343	07229701640000	CONSUELO PEREZ	2217	GLENEYRE CT		RANCHO CORDOVA	CA	95670-2312
32326	07702100190000	COREY BELL	10452	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714
123703	06704500140000	CORNELIA DOSTY	11761	AZALEA GARDEN WAY		RANCHO CORDOVA	CA	95742-8047
14322	06707700940000	CRAIG & NISREEN ROBERTS	607	ELMIRA RD	APT 238	VACAVILLE	CA	95687-4655
203313	07201520140000	CRAIG ANDERSON	10521	SPAULDING WAY		RANCHO CORDOVA	CA	95670-5522
599832	05601330070000	CRYSTAL L WEBBER	10782	OAKTON WAY		RANCHO CORDOVA	CA	95670-2439
30081	05702030010000	CYNTHIA BLUST	2600	RIESLING WAY		RANCHO CORDOVA	CA	95670-4821
10999	05802140030000	DACIA OSTRANDER	10745	CARLOS WAY		RANCHO CORDOVA	CA	95670-4003
11500	07700620010000	DALE A & LORIA BUNNER	3231	PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5353
116955	07224700480000	DAMAILI SMOTHER	3573	ENVERO WAY		RANCHO CORDOVA	CA	95670-6961
497099	07502020010000	DANIEL MEDEIROS	2401	EL PAVO WAY		RANCHO CORDOVA	CA	95670-3131
19686	06801530090000	DANIEL OCAMPO	3536	GEMINI WAY		SACRAMENTO	CA	95827-2926
222037	06804520130000	DANIEL RAMIREZ	3530	DAVELAR CT		SACRAMENTO	CA	95827-3517
17023	06706200350000	DARLENE M GRAY	11894	PYXIS CIR		RANCHO CORDOVA	CA	95742-8056
544234	05803400010000	DARLENE MILLER	210	DONNA WAY		CENTRAL POINT	OR	97502-1717
34650	06804200290000	DARREN CANADY		PO BOX 1347		NORTH HIGHLANDS	CA	95660-1347
1433	05700640120000	DAVID BLACK	2521	FURMINT WAY		RANCHO CORDOVA	CA	95670-3619
116633	05601230050000	DAVID D DAY	2128	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2437
634228	06804540030000	DAVID EDWARDS	1121	NEWPORT WAY		ROSEVILLE	CA	95661-5330
531939	07213500680000	DAVID GIN	10706	BASIE WAY		RANCHO CORDOVA	CA	95670-7317
71324	07701610150000	DAVID HESS	10119	CRAWFORD WAY		SACRAMENTO	CA	95827-2401
416346	05603400360000	DAVID KARUSTIS	11033	CILKER RIVER WAY		RANCHO CORDOVA	CA	95670-2805
3100609	05801140210000	DAVID KOLSHINKSI	10821	BALLANTRAE WAY		RANCHO CORDOVA	CA	95670-4933

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
1077635	05601320140000	DAVID LEAL	2071	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2453
224754	06804920090000	DAVID W PETERSON	10052	BRIANTOWN CT		SACRAMENTO	CA	95827-2945
10198	07213500460000	DEBRA DIANO	10794	BASIE WAY		RANCHO CORDOVA	CA	95670-7325
40064	05702010110000	DEEPAK PRAKASH & MOREEN PRASAD	2716	ZINFANDEL DR		RANCHO CORDOVA	CA	95670-4827
205162	07201720230000	DELBERT TILL	2961	WESTON WAY		RANCHO CORDOVA	CA	95670-5563
638648	06803460230000	DEMETRIUS BELLAMY	5050	LAGUNA BLVD	STE 112-555	ELK GROVE	CA	95758-4151
17155	05700610020000	DENISE CRAVEN	10467	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3640
90242	07602530050000	DENNIS USREY	2342	LA LOMA DR		RANCHO CORDOVA	CA	95670-3102
25552	06704900440000	DESIREE S DORANTES	4205	ANATOLIA DR		RANCHO CORDOVA	CA	95742-8024
30590	05604240210000	DEUTSCHE BANK NATL TRUST	10473	WOOD BRIDGE WAY		RANCHO CORDOVA	CA	95670-2252
647569	07223800280000	DIANA SWEIS	3320	CRISTOM DR		RANCHO CORDOVA	CA	95670-6953
2013	07201520200000	DIANE FAULKS	10691	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2468
7325	07701660390000	DIANE THOMAS	10147	ELLENWOOD AVE		SACRAMENTO	CA	95827-3001
96844	05602800790000	DIRK C BUCKLEY	11164	KINGS RIVER CT		RANCHO CORDOVA	CA	95670-2909
219757	06804350020000	DONACIANO CASTANEDA	9804	CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2807
367676	05602800480000	DONALD WROTH	2054	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2913
13377	07703700930000	DONNA J GANGUET	3431	MISTY MORNING CIR		SACRAMENTO	CA	95827-3050
556649	05604100390000	DRESDEN PARSONS	12155	TRIBUTARY POINT DR	APT 187	GOLD RIVER	CA	95670-4510
590026	07220900060000	DUNGTHUY TRAN HOANG	10741	AUVERNAT DR		RANCHO CORDOVA	CA	95670-6921
97050	07703240330000	DURWIN A WESGATE		PO BOX 278123		SACRAMENTO	CA	95827-8123
544571	05805000260000	DURWIN A WESGATE		PO BOX 278123		SACRAMENTO	CA	95827-8123
226744	06805130110000	DURWIN WESGATE		PO BOX 278123		SACRAMENTO	CA	95827-8123
558433	06805200200000	EBONY ALLEN	3059	EXPLORER DR		SACRAMENTO	CA	95827-2718
24253	07600650090000	EDWARD CLARK	2305	MORAINES CIR		RANCHO CORDOVA	CA	95670-2020
121705	05601820220000	EDWARD H RITCHIE	10694	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469
96306	07225200270000	EDWARD REGAN	3300	OSELOT WAY		RANCHO CORDOVA	CA	95670-6979
23068	06706700280000	ELAINA FRANCK	620	SIDNIE ST	STE D	UKIAH	CA	95482-4097
60996	07701630110000	ELEASE MYERS	10160	CRAWFORD WAY		SACRAMENTO	CA	95827-2461
61010	07701630110000	ELEASE MYERS	10160	CRAWFORD WAY		SACRAMENTO	CA	95827-2461
611491	07601730030000	ELENA HARRIS	2670	EL SEGUNDO DR		RANCHO CORDOVA	CA	95670-3458
3924	07229700630000	EMILY BEUTLER	3144	FLAGLER WAY		RANCHO CORDOVA	CA	95670-6258
1088	06705100960000	EMILY SISNEROZ	11859	APOLON DR		RANCHO CORDOVA	CA	95742-8074
60301	07701610120000	EMMANUEL MENSAH	10537	BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255
60320	07701610120000	EMMANUEL MENSAH	10537	BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255
819	07201720210000	ERIC & DENISE CHAPMAN	2969	WESTON WAY		RANCHO CORDOVA	CA	95670-5563
19577	06803620030000	ERIC E ATKINSON	3528	ASTRAL DR		SACRAMENTO	CA	95827-3540
1349	06708700130000	ERIC EVERETT	4129	BIG MEADOW WAY		RANCHO CORDOVA	CA	95742-7743
8050	06804800580000	ERIC STEVENS	9947	BEXLEY DR		SACRAMENTO	CA	95827-2333
28752	06800740030000	ERIC WESTBROOK	3431	EXPLORER DR		SACRAMENTO	CA	95827-2955
11661	07601640330000	ERIN PLETCHER	2621	LA LOMA DR		RANCHO CORDOVA	CA	95670-3304
563523	05804000470000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
537848	05602800770000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924
389391	07702210110000	ERNESTO VELAZQUEZ	3245	SANBURY CIR		RANCHO CORDOVA	CA	95670-5720
593135	05602800190000	ERNESTO VELAZQUEZ	11232	RUSSIAN RIVER CT		RANCHO CORDOVA	CA	95670-2924
423009	06804330070000	ESTHER TOLENSKA	9824	WOODHOLLOW WAY		SACRAMENTO	CA	95827-2829
209506	07203200240000	EVA M LUONG	2932	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5607
153483	05800730190000	EVA N RODRIGUEZ	2328	SONATA DR		RANCHO CORDOVA	CA	95670-5234
541422	07601330140000	EVELYN GAYFIELD	10370	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3545
36397	06801420400000	FEDERAL HOME LOAN MTG CORP	5000	PLANO PKWY		CARROLLTON	TX	75010-4900
36274	06801420400000	FEDERAL HOME LOAN MTG CORP	5000	PLANO PKWY		CARROLLTON	TX	75010-4900
40746	06804200540000	FEDERAL NATL MTG ASSN	3304	CHISWELL WAY		SACRAMENTO	CA	95827-2310
41355	07703220020000	FEDERAL NATL MTG ASSN	3309	NUT PLAINS DR		SACRAMENTO	CA	95827-2440
119183	05601430040000	FIDEL VAZQUEZ	10804	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2430
130908	05700620040000	FRANK ABEL BACH	2518	AUGIBI WAY		RANCHO CORDOVA	CA	95670-3616
199731	05804000510000	FRANK BACH	2518	AUGIBI WAY		RANCHO CORDOVA	CA	95670-3616
28015	06801250040000	FRANKIE LY SINGH	10013	NEBULA WAY		SACRAMENTO	CA	95827-2933
24464	06801430080000	FRANKLIN L CAI	3419	EGMONT WAY		SACRAMENTO	CA	95827-2704
160093	07224700040000	GALINA CHAPLYGINA	3559	RIOJO WAY		RANCHO CORDOVA	CA	95670-6966
9857	07702900450000	GARRET CHERI RANDALL	10080	BISCANEWOODS WAY		SACRAMENTO	CA	95827-2331
148890	06705400660000	GARRETT GATEWOOD	4067	COPPER LAKE WAY		RANCHO CORDOVA	CA	95742-8026
360102	07203200370000	GARY D DAVIS	2909	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5606
146913	05703010030000	GARY D YARBER	10575	SEMILLON WAY		RANCHO CORDOVA	CA	95670-3834
199395	07201310010000	GARY L KEREKES	10425	MILLS TOWER DR		RANCHO CORDOVA	CA	95670-5414
12444	06706100360000	GEMMA ESTEPA	4473	ANATOLIA DR		RANCHO CORDOVA	CA	95742-8054
21601	05600420120000	GEORGE AZEVEDO	2158	DANBURY WAY		RANCHO CORDOVA	CA	95670-2270
156192	05801130190000	GERALD P WILLIAMS	10823	BERWICK WAY		RANCHO CORDOVA	CA	95670-4935
12928	07229702350000	GINA HENDERSON	3166	BRIDGEWAY DR		RANCHO CORDOVA	CA	95670-6246
124396	06706000470000	GLORIA HABAN	11750	CORINO WAY		RANCHO CORDOVA	CA	95742-8033
205324	07201740070000	GRACE D DINGLER	2965	GRAYSON WAY		RANCHO CORDOVA	CA	95670-5609
39977	06704500920000	GRACE MUNGATI	11773	LILAC CANYON CT		RANCHO CORDOVA	CA	95742-8051
75119	07701660070000	GRADY DILLENBURG	10154	DE SOTO WAY		SACRAMENTO	CA	95827-2404
362842	05702860010000	GREGORY CAMPION	2404	NEGRARA WAY		RANCHO CORDOVA	CA	95670-3823
10635	06706400450000	GREGORY HAMPTON	11844	DELAVAN CIR		RANCHO CORDOVA	CA	95742-8061
156626	05804700010000	GREGORY SC ELZEA	11117	GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5254
144146	05702310020000	GREGORY STEPHENSON	2704	RIBIER WAY		RANCHO CORDOVA	CA	95670-4839
622123	07222200310000	GREGORY WOLPERT	3341	BALADA WAY		RANCHO CORDOVA	CA	95670-6942
84591	05801910140000	GUSTAVO VILLANUEVA	10645	BISCAY WAY		RANCHO CORDOVA	CA	95670-3959
10596	07601010220000	HAL BLAKELY	4409	FAIR OAKS BLVD		SACRAMENTO	CA	95864-5333
24363	07702600500000	HARINDER HANSRAI	10243	SUNOL WAY		SACRAMENTO	CA	95827-2455
112848	05600720160000	HARRY LATCHFORD	8232	CITADEL WAY		SACRAMENTO	CA	95826-2920
224342	06804800520000	HEIDI M CHAPMAN	9942	BEXLEY DR		SACRAMENTO	CA	95827-2335
21937	07600830200000	HEREK PAUL	2436	MORAIN CIR		RANCHO CORDOVA	CA	95670-2023

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
113986	06705501160000	HERMILINA SANNADAN		PO BOX 61903		DALLAS	TX	75261-9063
104508	05603850110000	HERSCHEL MEREDITH	11048	NEW RIVER CIR		RANCHO CORDOVA	CA	95670-2730
4239	05601010200000	HOWARD ALEXANDER	10600	AVERELL CT		RANCHO CORDOVA	CA	95670-2304
3130	06804200710000	HSBC BANK USA	931	CORPORATE CENTER DR		POMONA	CA	91768-2642
41532	05604400040000	IANA NESTERUK	10628	APPLE GROVE WAY		RANCHO CORDOVA	CA	95670-2319
185375	05801450160000	IDA F STRINGFELLOW	2271	WHISTLER WAY		RANCHO CORDOVA	CA	95670-3964
41529	05800730170000	ILEANA GONZALEZS	2320	SONATA DR		RANCHO CORDOVA	CA	95670-5234
208912	06803480110000	IRENE HONEYCUTT	7911	DERSINGHAM DR		SACRAMENTO	CA	95829-1463
25736	06707200740000	IRVIN R JACKSON JR	5329	MOSSY STONE WAY		RANCHO CORDOVA	CA	95742-8152
532089	07602120070000	ISAIAS PENA JR	2725	LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3430
34013	07700740040000	ISMAEL AGUILAR	3062	SWANSEA WAY		RANCHO CORDOVA	CA	95670-5348
137325	05701450180000	J ALBERTO CHAVEZ	8500	CLOUDCROFT WAY		ORANGEVALE	CA	95662-3925
568060	07203100030000	JACK HOFMANN	2957	KACHINA WAY		RANCHO CORDOVA	CA	95670-5633
347365	07601440170000	JACOB ROSEN	2605	PALO VISTA WAY		RANCHO CORDOVA	CA	95670-3428
140840	05701840050000	JACQUELINE MERES	2524	CABERNET WAY		RANCHO CORDOVA	CA	95670-4909
597644	05800310020000	JAIME MIRANDA	2606	BETSY WAY		RANCHO CORDOVA	CA	95670-4940
242233	07700910170000	JAMES & LUCY CANTU	2982	MARYSVILLE BLVD		SACRAMENTO	CA	95815-1429
16786	06803660280000	JAMES & TASHANA OGDEN	9923	OLD PLACERVILLE RD		SACRAMENTO	CA	95827-3531
223127	07600510010000	JAMES A BAGSHAW	10263	OCTAVIA WAY		RANCHO CORDOVA	CA	95670-2026
28099	06801340010000	JAMES B THOMAS	3423	JUPITER DR		SACRAMENTO	CA	95827-2965
22334	07601530120000	JAMES C KUPPENBENDER	6348	PALM DR		CARMICHAEL	CA	95608-4538
585867	07220200280000	JAMES CANNON	10981	PELARA WAY		RANCHO CORDOVA	CA	95670-6911
100169	05603100490000	JAMES DAVIES	10063	KERN RIVER CT		RANCHO CORDOVA	CA	95670-2711
146017	05702640060000	JAMES HERD	251	ASHBURY ST	APT 4	SAN FRANCISCO	CA	94117-2002
119689	05601530060000	JAMES L JOHNSON	10824	OAKTON WAY		RANCHO CORDOVA	CA	95670-2441
114815	05600960010000	JAMES M GONZALES	1108	CHANSLOE AVE		RICHMOND	CA	94801-3546
244338	06804540150000	JAMES R FERGUSON	3633	GRANBY DR		SACRAMENTO	CA	95827-3524
233765	07602010010000	JAMES R HOPKINS	2700	PASEO DR		RANCHO CORDOVA	CA	95670-3435
12357	07703700190000	JAMES WILL AVERY	3488	MISTY MORNING CIR		SACRAMENTO	CA	95827-3054
166041	05702720090000	JAMIE MACH	10536	COLOMA RD		RANCHO CORDOVA	CA	95670-2325
201352	05804300140000	JAMIE MICH HAMMOND		PO BOX 985		RANCHO CORDOVA	CA	95741-0985
224169	06804720220000	JANICE M BURROUGHS	3212	PEGASUS WAY		SACRAMENTO	CA	95827-2318
22781	06708100380000	JASMINE ANDERSON	4063	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7749
18411	07229700560000	JASON KANG	10927	OAKHAM DR		RANCHO CORDOVA	CA	95670-6262
557976	07203610680000	JEAN E HOOKS	10890	PAIUTE WAY		RANCHO CORDOVA	CA	95670-5630
121479	05601810020000	JEFFREY FAULKS	10691	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2468
584587	05801720070000	JEFFREY KELLY	3338	CALIFORNIA AVE		CARMICHAEL	CA	95608-3937
25211	06804200220000	JEFFREY P KARDOKUS	9992	BEXLEY DR		SACRAMENTO	CA	95827-2336
35878	05603810050000	JEFFREY S BIXBY	2225	EAGLE RIVER CT		RANCHO CORDOVA	CA	95670-2831
469571	07203610060000	JEFFREY VERBISCIO	10844	PAIUTE WAY		RANCHO CORDOVA	CA	95670-5624
601836	05700520120000	JENNIFER BOTTIMORE	2512	TORMOLO WAY		RANCHO CORDOVA	CA	95670-3631

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
44177	07506900380000	JENNIFER NOBLE		PO BOX 338		ROSEVILLE	CA	95661-0338
12073	06708400950000	JENNY TALAVERA	12325	MONTAUK WAY		RANCHO CORDOVA	CA	95742-7724
114218	05600820040000	JEROME P BATTLE	10480	ROSE HILL CT		RANCHO CORDOVA	CA	95670-2230
36159	06801350170000	JERRIE J SAID SR		PO BOX 277872		SACRAMENTO	CA	95827-7872
36160	06801350170000	JERRIE J SAID SR		PO BOX 277872		SACRAMENTO	CA	95827-7872
246950	07701420090000	JERRYLN BURGESS	10434	REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5817
35069	05702850080000	JESSE C PALMER	2424	ARAMON DR		RANCHO CORDOVA	CA	95670-3803
569601	05700520010000	JIM LEDESMA	10284	COLOMA RD		RANCHO CORDOVA	CA	95670-3657
30178	06707300160000	JING LIU	12011	COUNTRY GARDEN DR		RANCHO CORDOVA	CA	95742-8113
35785	06801020080000	JINGHAO WANG & ELLEN SU	3328	EXPLORER DR		SACRAMENTO	CA	95827-2904
7969	07201310190000	JOAN M MASSEY	1241	W DELMONTE DR		CASA GRANDE	AZ	85122-6631
5541	06708000910000	JOAN MCCLAIN	12236	HETCH HECHY DR		RANCHO CORDOVA	CA	95742-7762
485008	06804920270000	JOANN WOOLFOLK	10082	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-2971
33157	06803500160000	JOANNE DRUHE	3312	CHERTSEY CT		SACRAMENTO	CA	95827-2308
67801	07500530050000	JODY K RASMUSSEN	115	KASEBERG DR		ROSEVILLE	CA	95678-1104
67828	07500530050000	JODY K RASMUSSEN	115	KASEBERG DR		ROSEVILLE	CA	95678-1104
29862	06706700140000	JOE READYE	11883	STONEY OAKS CT		RANCHO CORDOVA	CA	95742-8134
28212	05802210140000	JOHN ELLIS	10607	VIANI WAY		RANCHO CORDOVA	CA	95670-3934
485014	07600520020000	JOHN GARCIA	2208	RHODA WAY		RANCHO CORDOVA	CA	95670-2029
588879	07601110180000	JOHN GUGLIELMIN	2552	EL CEDRO CT		RANCHO CORDOVA	CA	95670-2013
25126	05701610060000	JOHN HILSKY	2620	RIBIER WAY		RANCHO CORDOVA	CA	95670-3716
2890	05801220100000	JOHN MCCANTS	2212	WARRENTON DR		RANCHO CORDOVA	CA	95670-2238
142122	05701910060000	JOHN MCCANTS	2212	WARRENTON DR		RANCHO CORDOVA	CA	95670-2238
116386	05601130040000	JOHN MCCANTS	2118	STARRLYN WAY		RANCHO CORDOVA	CA	95670-2234
106514	05603910040000	JOHN TENEYUCA	11008	WABASH RIVER CT		RANCHO CORDOVA	CA	95670-2728
10956	06803700710000	JOHN YOUNG	3605	GOLDEN EAGLE WAY		SACRAMENTO	CA	95827-3518
142379	05702010010000	JOHNNY S WILSON		PO BOX 35		RANCHO CORDOVA	CA	95741-0035
31244	06704500980000	JOIE SHANE	11764	LILAC CANYON CT		RANCHO CORDOVA	CA	95742-8051
23420	06708000220000	JONATHAN SHARP	4175	CHOTEAU CIR		RANCHO CORDOVA	CA	95742-7765
157046	07213500720000	JORGE L RODRIGUEZ	8175	ALPINE AVE		SACRAMENTO	CA	95826-4726
398065	07201820060000	JOSE CHAVEZ	2980	WINCHESTER DR		RESCUE	CA	95672-9374
90896	07701620100000	JOSE GARCIA-SANCHEZ	3352	GOULD WAY		SACRAMENTO	CA	95827-2459
615159	07703240100000	JOSE GUTIERREZ	3312	NUT PLAINS DR		SACRAMENTO	CA	95827-2441
210302	05602500110000	JOSE M LOPEZ	5251	GLIDE DR	APT 5	DAVIS	CA	95618-4478
398464	05601510010000	JOSEPH NORRIS	1900	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2433
3952	07229700700000	JOSH BALLARD	3158	FLAGLER WAY		RANCHO CORDOVA	CA	95670-6258
28708	05800410030000	JOSHUA R PRUITT	10809	GLENHAVEN WAY		RANCHO CORDOVA	CA	95670-4946
211344	07203620020000	JOSIAH L EARLES	10815	PAUTE WAY		RANCHO CORDOVA	CA	95670-5623
28037	06801310010000	JUDY D MILBURN		PO BOX 277341		SACRAMENTO	CA	95827-7341
75127	07701660070000	JUDY DILLENBURG	10154	DE SOTO WAY		SACRAMENTO	CA	95827-2404
29229	07601120100000	JULIAN TORRES	2521	DAWES ST		RANCHO CORDOVA	CA	95670-2009

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
221246	06804410070000	JULIET MEIGHAN	3208	ALTAWOOD CT		SACRAMENTO	CA	95827-2842
34720	05803400210000	JUSTIN TRAIL	2227	KINGSTREE LN		RANCHO CORDOVA	CA	95670-4211
153397	05800730050000	KALATRIM CAISE	2325	PINTURO WAY		RANCHO CORDOVA	CA	95670-5229
503010	06800820030000	KARAPET BEKARYAN	3418	VIRGO ST		SACRAMENTO	CA	95827-2841
246879	07701410040000	KARAPET ELBAKYAN	3220	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5815
158261	07601350140000	KAREN BARBRE	2609	GILBERT WAY		RANCHO CORDOVA	CA	95670-3513
58867	06801370020000	KAREN G MORGAN	10053	NEBULA WAY		SACRAMENTO	CA	95827-2973
58875	06801370020000	KAREN G MORGAN	10053	NEBULA WAY		SACRAMENTO	CA	95827-2973
568673	06803640430000	KAREN J LEARDINDI	9910	PALM GROVE DR		SACRAMENTO	CA	95827-3533
167213	06704700520000	KAREN POLLARD	11871	AUTUMN SUNSET WAY		RANCHO CORDOVA	CA	95742-8009
210484	05603850050000	KAREN VILLANUEVA	1501	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2808
34486	05801710060000	KARLEN NALBANDYAN	10717	CAMPANA WAY		RANCHO CORDOVA	CA	95670-3915
8114	05602040050000	KATHERINE LUI	2225	FORESTLAKE DR		RANCHO CORDOVA	CA	95670-2461
592315	05602040040000	KEITH BURKHARDT	4740	CAMELLIA RD		FAIR OAKS	CA	95628-5523
389295	07602430130000	KELLI KAUFFROATH	2445	EL LUJO WAY		RANCHO CORDOVA	CA	95670-3159
12398	07506800380000	KENN SHOJI	10020	CORDOVA GLEN CT		SACRAMENTO	CA	95827-1402
203253	07201520040000	KENNETH BLAND	10512	GLENVIEW WAY		RANCHO CORDOVA	CA	95670-5511
398355	07201540060000	KENNETH BROWN	2949	MILLS PARK DR		RANCHO CORDOVA	CA	95670-5539
144357	05702330050000	KENNETH L HAINES	2712	BARBERA WAY		RANCHO CORDOVA	CA	95670-4805
153982	05800910020000	KENNETH M KLINE	2304	EL MANTO DR		RANCHO CORDOVA	CA	95670-4106
37821	07702700380000	KENNY LEE/PDV TRUST		PO BOX 231085		SACRAMENTO	CA	95823-0401
136394	05701120010000	KEVIN MAY	2518	VERNACCIA CIR		RANCHO CORDOVA	CA	95670-3724
13469	07600830160000	KEVIN XU	2420	MORAIN CIR		RANCHO CORDOVA	CA	95670-2023
35313	07221000360000	KHUSHWINDER S WARRING	3640	SUNRISE PINES DR		SACRAMENTO	CA	95827-2953
11125	06705900340000	KI KIM	12032	MANDOLIN WAY		RANCHO CORDOVA	CA	95742-8084
100690	05603400320000	KIM GIVENS		PO BOX 162		RANCHO CORDOVA	CA	95741-0162
608801	07601610050000	KIMBERLY WINSTON	2616	SOBRANTE WAY		RANCHO CORDOVA	CA	95670-3316
69419	05702910120000	KINDERLYN BROWN	2750	MENDONCA DR		RANCHO CORDOVA	CA	95670-4819
69402	05702910120000	KINDERLYN BROWN	2750	MENDONCA DR		RANCHO CORDOVA	CA	95670-4819
11501	05700100440000	KRISTIN MIDDLEAUGH	2365	RUDAT CIR		RANCHO CORDOVA	CA	95670-3947
555212	05601530120000	KRISTINA JOHNSON	10848	OAKTON WAY		RANCHO CORDOVA	CA	95670-2441
222658	06804710290000	KRYSTAL WILLIAMS	3245	PEGASUS WAY		SACRAMENTO	CA	95827-2317
114743	05600920140000	LANI JONES	10511	GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2250
227817	07601310210000	LARRY DAVIS	10301	COLOMA RD		RANCHO CORDOVA	CA	95670-2103
136972	05701420030000	LARRY R HODGE	2644	VERDELLO WAY		RANCHO CORDOVA	CA	95670-3642
219335	06804200800000	LARRY W RUSHING	3332	FELTHAM WAY		SACRAMENTO	CA	95827-2314
254218	07702800330000	LATASHA RIVERA	10151	COUNTRY WAY		SACRAMENTO	CA	95827-2411
228419	07601460020000	LAURA D ROGERS		PO BOX 1356		GALT	CA	95632-1356
636638	07601510210000	LAURA LI	2609	DAWES ST		RANCHO CORDOVA	CA	95670-3503
65946	05803900510002	LELAND CLARK	2358	BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4277
10636	07602410060000	LESANDRO LARA	2438	EL LUJO WAY		RANCHO CORDOVA	CA	95670-3158

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
191692	05801010060000	LESLIE SANDERSON	2364	PINTURO WAY		RANCHO CORDOVA	CA	95670-5247
16131	05801310350000	LEVI VIGNA	2480	QUEENWOOD DR		RANCHO CORDOVA	CA	95670-5109
102754	05603700300000	LINDA EDWARDS		PO BOX 1772		FAIR OAKS	CA	95628-1772
627945	07223700060000	LINDA HERNANDEZ	3521	CAP ROCK WAY		RANCHO CORDOVA	CA	95670-6954
458247	07601030170000	LINDA KAEHLER	2527	EL SEGUNDO DR		RANCHO CORDOVA	CA	95670-3403
133652	05700950070000	LINDA L CARDOZA	2554	GANZAN WAY		RANCHO CORDOVA	CA	95670-3624
933	06707700080000	LIONEL GALLOWAY	4310	MOUNT KISCO WAY		RANCHO CORDOVA	CA	95742-8098
114600	05600910140000	LISA R SKAARUP	10545	BRONWOOD WAY		RANCHO CORDOVA	CA	95670-2255
604184	07203630230000	LOIS MITCHELL	2944	GWENDOLYN WAY		RANCHO CORDOVA	CA	95670-5636
148821	05800210080000	LORAN K CALVERT II	10729	ATWOOD DR		RANCHO CORDOVA	CA	95670-4958
10221	05800180050000	LORI WOOD	10636	COLOMA RD		RANCHO CORDOVA	CA	95670-3937
140060	05701640060000	LORALEN SILVAS	2694	BARBERA WAY		RANCHO CORDOVA	CA	95670-3742
28948	05702030190000	LOUISE BENSON	2617	CABERNET WAY		RANCHO CORDOVA	CA	95670-4809
531080	07501510300000	LUCY HARRIS		PO BOX 292082		SACRAMENTO	CA	95829-2082
556300	06803480060000	LY VU	3366	ROUTIER RD		SACRAMENTO	CA	95827-2322
248065	07701450040000	LYNN DIX	10413	REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5816
28439	06801520150000	MAISHA L WEARY	3549	GEMINI WAY		SACRAMENTO	CA	95827-2964
23265	06705700380000	MANUEL A JARAMILLO	4155	PYLOS WAY		RANCHO CORDOVA	CA	95742-8039
19575	06803700300000	MARCELL ALADO	9947	PALM GROVE DR		SACRAMENTO	CA	95827-3532
537267	05804300480000	MARCIO GUILLLEN	11008	GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5216
130522	05700510080000	MARGARET KAFKA	10256	COLOMA RD		RANCHO CORDOVA	CA	95670-3657
432746	06804800450000	MARIA CATALANO	9908	BEXLEY DR		SACRAMENTO	CA	95827-2335
641864	07223700520000	MARIA MERCADO	10714	BYINGTON WAY		RANCHO CORDOVA	CA	95670-6940
612312	05701610080000	MARIBEL TREJO	2628	RIBIER WAY		RANCHO CORDOVA	CA	95670-3716
405037	06803470150000	MARIO LOPEZ	10005	VANGUARD DR		SACRAMENTO	CA	95827-2328
249174	06801220170000	MARJORIE E GRAY	3347	POLARIS DR		SACRAMENTO	CA	95827-2961
4977	05601820180000	MARK A & BRENDA G SUPER	10664	VALLEY VIEW DR		RANCHO CORDOVA	CA	95670-2469
18990	07701630090000	MARK B SCHULMAN	10154	CRAWFORD WAY		SACRAMENTO	CA	95827-2461
34171	05700730220000	MARK DELGADO & DARIA LAMBERT	10557	MALVASIA DR		RANCHO CORDOVA	CA	95670-3748
185016	05801330030000	MARK FEIST	2606	QUEENWOOD DR		RANCHO CORDOVA	CA	95670-5113
137270	05701450100000	MARK RODRIGUEZ	10436	MALAGA WAY		RANCHO CORDOVA	CA	95670-3608
48	06707700950000	MARK SHEEHAN	4327	MOUNT KISCO WAY		RANCHO CORDOVA	CA	95742-8098
96857	05602800810000	MARK T HOPKINS	3637	EASTERN AVE		SACRAMENTO	CA	95821-3203
219490	06804330100000	MARLENE C TUTHILL	8185	INTANKO LN		WHEATLAND	CA	95692-9748
6340	05803120130000	MARLENE STEVENSON	10999	HIRSCHFELD WAY		RANCHO CORDOVA	CA	95670-5220
244699	06800720180000	MARVIN F MILLER JR	3464	WILDWIND CT		SACRAMENTO	CA	95827-3064
121404	05601740090000	MARY A STALLWORTH	3780	MASSACHUSETTS AVE		LA MESA	CA	91941-7638
590503	05801050110000	MARY BEAL		PO BOX 249		LYONS	OR	97358-0249
189894	0560160040000	MARY E MCCANTS	2212	WARRENTON DR		RANCHO CORDOVA	CA	95670-2238
187906	06705700680000	MARY MACCAFFREY	11720	MANI CIR		RANCHO CORDOVA	CA	95742-8040
133802	05701010110000	MATTHEW D STACY	2537	GANZAN WAY		RANCHO CORDOVA	CA	95670-3623

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
8874	07701340120000	MATTHEW GARCIA	10370	THERESA CT		RANCHO CORDOVA	CA	95670-5333
207837	06706601070000	MATTHEW GREENFIELD	4149	ARAGON WAY		RANCHO CORDOVA	CA	95742-8007
5993	05800830130000	MATTHEW HOPPER	2244	CERVANTES DR		RANCHO CORDOVA	CA	95670-4124
1432	05701630180000	MATTHEW WARDLAW	9237	GREENBACK LN	APT 140	ORANGEVALE	CA	95662-4858
245025	07701130090000	MAUDE F BAILEY	10448	HARTFORD CT		RANCHO CORDOVA	CA	95670-5813
19715	07600720100000	MEGAN STRAIN	1150	RAVINE VIEW DR		ROSEVILLE	CA	95661-4656
535025	07213400680000	MELISSA WARDELL	10637	BASIE WAY		RANCHO CORDOVA	CA	95670-7315
20422	07702900020000	MICHAEL & MARJORIE KELLEY	3141	HOGARTH DR		SACRAMENTO	CA	95827-2343
436349	07201830110000	MICHAEL BROWN	10476	SPAULDING WAY		RANCHO CORDOVA	CA	95670-5521
96318	05602800010000	MICHAEL C LEWIS	2049	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2912
244831	06800740010000	MICHAEL E YOUNGBLOOD	10004	NEBULA WAY		SACRAMENTO	CA	95827-2934
25112	06803420040000	MICHAEL GATUGUTA	3336	CHISWELL WAY		SACRAMENTO	CA	95827-2310
187476	05801920060000	MICHAEL GRAY	10648	BISCAY WAY		RANCHO CORDOVA	CA	95670-3958
34470	05700740070000	MICHAEL HUFFSTUTLER	10558	MALVASIA DR		RANCHO CORDOVA	CA	95670-3747
156770	05804700230000	MICHAEL J FARLEY	11053	GINGERWOOD WAY		RANCHO CORDOVA	CA	95670-5256
102433	05603600060000	MICHAEL K JOHNSON	11105	MOOSE RIVER CT		RANCHO CORDOVA	CA	95670-2960
215111	06704900160000	MICHAEL OFFIAH	4228	TOPAZ VALLEY WAY		RANCHO CORDOVA	CA	95742-8023
219782	06804350060000	MICHAEL R ANDREW	9820	CRIMSONWOOD WAY		SACRAMENTO	CA	95827-2807
112419	05600610250000	MICHAEL R VILLA	10455	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2279
22563	06709200890000	MICHELE KOEHLER	3929	ARISTOTLE CIR		RANCHO CORDOVA	CA	95742-8105
16068	07229901110000	MICHELLE ROSS	3114	LEA STERLING WAY		RANCHO CORDOVA	CA	95670-6260
41818	06706900690000	MICHELLE SURACE	5121	HEATHER RANCH WAY		RANCHO CORDOVA	CA	95742-8116
593702	05602900160000	MIKE DOUGL PORTER	105	MANNOCK CT		FOLSOM	CA	95630-8612
67207	07701730080000	MILLIE PORTER	1100	65TH ST		SACRAMENTO	CA	95819-4324
154132	05800920170000	MINLIKAYEV NIKOLAY & ALLA	2301	EL MANTO DR		RANCHO CORDOVA	CA	95670-4118
636329	07224000040000	MONA PRIBADI	11045	FABER WAY		RANCHO CORDOVA	CA	95670-6929
604491	07602430010000	MONICA HARRINGTON	2400	EL CHICO CIR		RANCHO CORDOVA	CA	95670-3124
593879	07222100250000	MORGAN MITCHELL	10852	BELLONE WAY		RANCHO CORDOVA	CA	95670-6926
70375	05803110020000	MURAN HUSEIN	4016	CLARECASTLE CT		SACRAMENTO	CA	95826-5025
70391	05803110020000	MURAN HUSEIN	4016	CLARECASTLE CT		SACRAMENTO	CA	95826-5025
209817	06706300420000	MYRNA MAPA	4391	MALANA WAY		RANCHO CORDOVA	CA	95742-8059
343320	07203640080000	NANCY L GRAHAM		PO BOX 578		RANCHO CORDOVA	CA	95741-0578
621811	05603500130000	NATHAN & VICTORIA	11184	QUEBEC RIVER CT		RANCHO CORDOVA	CA	95670-2936
39064	06801420390000	NATIONSTAR MTG LLC	350	HIGHLAND DR		LEWISVILLE	TX	75067-4177
111832	05603840140000	NAZARIA NGUYEN	4750	KATHYWOOD CT		FAIR OAKS	CA	95628-6015
248348	07701520230000	NELLIE PEREZ	10480	ABBOTTFORD WAY		RANCHO CORDOVA	CA	95670-5839
29111	07700730040000	NICHOLAS ALDERS	10418	BLACKBURN WAY		RANCHO CORDOVA	CA	95670-5306
587627	07600640020000	NICK RUSSELL	2304	MORAINO CIR		RANCHO CORDOVA	CA	95670-2021
210336	07600910170000	NOREEN JAMES	10323	DOYLE WAY		RANCHO CORDOVA	CA	95670-2011
219371	06804200860000	OANH NGUYEN	3308	FELTHAM WAY		SACRAMENTO	CA	95827-2314
433097	06803500050000	ORAWAN SYNHORST	10033	BEXLEY DR		SACRAMENTO	CA	95827-2301

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

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556867	05800310030000	P VERNONN	2612	BETSY WAY		RANCHO CORDOVA	CA	95670-4940
587825	07203200390000	PAMALA AIKEN	2901	CALLE DEL SOL WAY		RANCHO CORDOVA	CA	95670-5606
73271	05804200120000	PAMELA HILLMON		PO BOX 2602		RANCHO CORDOVA	CA	95741-2602
73289	05804200120000	PAMELA HILLMON		PO BOX 2602		RANCHO CORDOVA	CA	95741-2602
38137	05800310050000	PAMELA M GOLDEN	2624	BETSY WAY		RANCHO CORDOVA	CA	95670-4940
238615	07602700070000	PATRICIA M SMITH		PO BOX 1406		RANCHO CORDOVA	CA	95741-1406
26622	06804200830000	PATRICK KELLY	3320	FELTHAM WAY		SACRAMENTO	CA	95827-2314
4668	07701040080000	PATTY BARBA	3017	PORTSMOUTH DR		RANCHO CORDOVA	CA	95670-5320
424333	06804350110000	PAUL ROBBINS	9837	HEARTWOOD WAY		SACRAMENTO	CA	95827-2812
37921	05603100070000	PAUL SALTSMAN/MONICA CAMILLERI	2216	BROAD RIVER CT		RANCHO CORDOVA	CA	95670-2702
224600	06804800040000	PAULINE M DAVILA	3433	CORBIN WAY		SACRAMENTO	CA	95827-2339
133496	06801420310000	PEGGY COLEMAN	9837	LINCOLN VILLAGE DR		SACRAMENTO	CA	95827-3401
9331	07702500160000	PERNELL RUFFIN III	10105	MONTE VALLO CT		SACRAMENTO	CA	95827-2469
188540	07702800210000	PETER A HARTMAN	11230	GOLD EXPRESS DR	STE 310-395	GOLD RIVER	CA	95670-4484
379694	06804340060000	PETER MCCARRY	9820	HEARTWOOD WAY		SACRAMENTO	CA	95827-2813
116420	05601140030000	PETRILLO HILDEGARD	2134	DANBURY WAY		RANCHO CORDOVA	CA	95670-2207
74880	05803900580018	PLEAJUR T BRYANT	11051	COBBLESTONE DR		RANCHO CORDOVA	CA	95670-4244
638590	07702800500000	RABINOVICH GRIGORIY	10174	COUNTRY WAY		SACRAMENTO	CA	95827-2462
203241	07201520020000	RAED S AWABDEH	10504	GLENVIEW WAY		RANCHO CORDOVA	CA	95670-5511
221083	06804310240000	RANDALL L KNOWLES	9724	RED CEDAR CIR		SACRAMENTO	CA	95827-2815
642649	07201630070000	RANDY OWEN	2928	HUNT DR		RANCHO CORDOVA	CA	95670-5614
31406	06705500760000	RAY OLSSON	11759	BATTENBURG WAY		RANCHO CORDOVA	CA	95742-8032
7610	05801910110000	RAYMOND HERRERA		PO BOX 158		GEORGETOWN	CA	95634-0158
577936	06804410020000	RAYMOND MARTINEZ	3228	ALTAWOOD CT		SACRAMENTO	CA	95827-2842
26514	07700640110000	RAYMUNDO HARO	3016	BLACKPOOL WAY		RANCHO CORDOVA	CA	95670-5308
646971	07223700670000	RAZA TOUHIDUR	3601	AMICI CT		RANCHO CORDOVA	CA	95670-6955
8335	06801340020000	REBECCA & ROGER HORNER	3417	COMET CT		SACRAMENTO	CA	95827-2924
82421	07223900050000	REBECCA KRAMER	3351	TUALATIN WAY		RANCHO CORDOVA	CA	95670-6957
21420	07229902410000	REBECCA MCNANY	1400	W MARLETTE ST	SPACE 60	IONE	CA	95640-9516
105016	07223800090000	REGINALD PASCUAL	8154	SUNDANCE DR		ORANGEVALE	CA	95662-3110
534422	05603200260000	REGINALD VELTEN	11230	GOLD EXPRESS DR	STE 310	GOLD RIVER	CA	95670-4484
91865	07702500180000	RENEE AN LU	10113	MONTE VALLO CT		SACRAMENTO	CA	95827-2469
119029	05601350020000	RERDSODSAI WARAIPORN	2047	KELLOGG WAY		RANCHO CORDOVA	CA	95670-2434
97509	07702900290000	RHONDA J BALDO	10048	VIEWOODS CT		SACRAMENTO	CA	95827-2330
127983	05602500280000	RICHARD A GIVENS	10641	COLOMA RD		RANCHO CORDOVA	CA	95670-3938
127886	05602500120000	RICHARD AL GIVENS	10641	COLOMA RD		RANCHO CORDOVA	CA	95670-3938
199324	05803800080000	RICHARD BROWN	2260	WINDWARD LN		RANCHO CORDOVA	CA	95670-4220
246902	07701420030000	RICHARD DIX	10413	REYMOUTH AVE		RANCHO CORDOVA	CA	95670-5816
199846	05804000700000	RICHARD K ENGLISH	10979	CYPRESSWOOD WAY		RANCHO CORDOVA	CA	95670-5207
9479	06704900170000	RICHARD PATTERSON	4224	TOPAZ VALLEY WAY		RANCHO CORDOVA	CA	95742-8023
5858	06801520090000	RICHARD TALLEY	9936	ZION WAY		SACRAMENTO	CA	95827-2943

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
203699	07201630040000	RICHARD W SHAW	2914	HUNT DR		RANCHO CORDOVA	CA	95670-5614
219889	06804360020000	RICK FISHER	3305	VIRGO ST		SACRAMENTO	CA	95827-2822
132626	05700730390000	RICKEY M BONNER	10569	MALVASIA DR		RANCHO CORDOVA	CA	95670-3748
347781	07702900030000	RIVERA MARTIN	3145	HOGARTH DR		SACRAMENTO	CA	95827-2343
163394	05800940010000	ROB DEFEQ	2265	CERVANTES DR		RANCHO CORDOVA	CA	95670-4125
233073	07601730120000	ROBERT C RIPLEY	2645	PALO VISTA WAY		RANCHO CORDOVA	CA	95670-3428
579782	07702220070000	ROBERT CARTAS	314	6TH ST	APT 3	ROSEVILLE	CA	95678-3973
191268	05802230170000	ROBERT CHA EDWARDS	2371	CORDOVA LN		RANCHO CORDOVA	CA	95670-3917
209330	07203100520000	ROBERT E ROSS	2952	KACHINA WAY		RANCHO CORDOVA	CA	95670-5634
189256	05802030030000	ROBERT WEBER	10616	CAMPANA WAY		RANCHO CORDOVA	CA	95670-3914
209693	07203200530000	ROBERT WIMBERLY	600	HENDREN ST		PHILADELPHIA	PA	19128-1011
601424	07602340150000	ROBERT YOUNG	2525	MARTINIO CT		RANCHO CORDOVA	CA	95670-3427
68783	07702230060000	ROBERTO PEREZ	3102	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5713
68791	07702230060000	ROBERTO PEREZ	3102	LAURELHURST DR		RANCHO CORDOVA	CA	95670-5713
428	07700710040000	ROBIN SMITH	2943	BETLEN CT		RANCHO CORDOVA	CA	95670-5302
244554	06800710150000	RON C NEWSUM	9957	NEBULA WAY		SACRAMENTO	CA	95827-2913
93311	07702500810000	RONALD C ADDISON	3232	SMITHLEE DR		SACRAMENTO	CA	95827-2471
40918	06708600660000	RONALD DICKSON	12324	PAWCATUCK WAY		RANCHO CORDOVA	CA	95742-7735
203752	06705200400000	RONALD SALMOND	4412	YEATES CT		RANCHO CORDOVA	CA	95742-8093
242827	07701050020000	ROSA L TOLBERT	3009	WINCHESTER WAY		RANCHO CORDOVA	CA	95670-5338
568332	07602430040000	ROSA RIVAS	2412	EL CHICO CIR		RANCHO CORDOVA	CA	95670-3124
229278	06805200490000	ROSEMARIE MITSUKO	3238	SEAL CT		SACRAMENTO	CA	95827-2714
16728	06801110030000	ROSS SUTHERLIN	3312	JUPITER DR		SACRAMENTO	CA	95827-2928
223638	07600660040000	ROXANNE KOCH	2443	MORAINO CIR		RANCHO CORDOVA	CA	95670-2022
36629	05803900510000	ROXANNE PERRY	2346	BRIDLEWOOD DR		RANCHO CORDOVA	CA	95670-4245
108581	05604270030000	RUSSELL E BISHOP	10441	WOOD BRIDGE WAY		RANCHO CORDOVA	CA	95670-2256
206565	07601550100000	RUSSELL K WYGAND	2653	GILBERT WAY		RANCHO CORDOVA	CA	95670-3540
469510	07703700110000	RUTHUS WHITE	3456	MISTY MORNING CIR		SACRAMENTO	CA	95827-3052
233612	07601910150000	SALVADOR P HAUTISTA	10357	MALAGA WAY		RANCHO CORDOVA	CA	95670-3550
201910	07201340250000	SAMUEL REED	2947	EVADNA DR		RANCHO CORDOVA	CA	95670-5406
484105	06803640390000	SANDRA JONES	9945	BURLINE ST		SACRAMENTO	CA	95827-3543
205009	07201710090000	SARA JANE CARTER	100	DEERTRACK PL		PIKEVILLE	NC	27863-9524
235907	07602430120000	SCOT RUTHERFORD	2449	EL LUJO WAY		RANCHO CORDOVA	CA	95670-3159
58925	06801370100000	SCOTT & SHANN SERRAO	10087	NEBULA WAY		SACRAMENTO	CA	95827-2973
458323	05700610010000	SCOTT FAIRBROTHER	10463	DOLECETTO DR		RANCHO CORDOVA	CA	95670-3640
33445	06708600010000	SEAN BANKS	4185	BORDERLANDS DR		RANCHO CORDOVA	CA	95742-7752
17011	05601950100000	SENG KHAMTIVONG	2025	MCGREGOR DR		RANCHO CORDOVA	CA	95670-2416
69245	07503120160000	SERA BENESH	2585	CAPITALES DR		RANCHO CORDOVA	CA	95670-3105
69252	07503120160000	SERA BENESH	2587	CAPITALES DR		RANCHO CORDOVA	CA	95670-3105
99003	07602420040000	SERGIO GOMEZ	10118	LA PLACITA DR		RANCHO CORDOVA	CA	95670-3141
554458	07602340160000	SERGIO GOMEZ	10118	LA PLACITA DR		RANCHO CORDOVA	CA	95670-3141

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
27892	06800720140000	SETH FELDMAN	9952	NEBULA WAY		SACRAMENTO	CA	95827-2914
39433	06803650060000	SGK REAL ESTATE HOLDINGS LLC		PO BOX 10482		PLEASANTON	CA	94588-0482
34449	05602900260000	SHALAIN REDDIC	11204	CEDAR RIVER CT		RANCHO CORDOVA	CA	95670-2902
605922	07601210110000	SHANE AKERS	10381	NEWTON WAY		RANCHO CORDOVA	CA	95670-2054
140525	05701730180000	SHARON COXE	2677	BARBERA WAY		RANCHO CORDOVA	CA	95670-3743
535680	06804350140000	SHARON JACKSON	9825	HEARTWOOD WAY		SACRAMENTO	CA	95827-2812
639916	07701450110000	SHARON JACKSON	9825	HEARTWOOD WAY		SACRAMENTO	CA	95827-2812
21110	06800720340000	SHARON MARTIN	9909	ARIES WAY		SACRAMENTO	CA	95827-2901
612733	07703100160000	SHAWN TAYLOR	10205	ROCKINGHAM DR		SACRAMENTO	CA	95827-2452
121833	05601920050000	SHEILA BURNSIDE	10645	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2466
223391	07600540080000	SHERLI J CAHOON	2225	MAXINE WAY		RANCHO CORDOVA	CA	95670-2018
14206	07202020410000	SHERRIE DAVIS	10542	SILVERWOOD WAY		RANCHO CORDOVA	CA	95670-5532
163147	05803300180000	SHERRIE FRAZIER	2210	KIMWOOD LN		RANCHO CORDOVA	CA	95670-4210
219603	06804330280000	SILFREDO HERNANDEZ	3336	VIRGO ST		SACRAMENTO	CA	95827-2839
114779	05600940020000	SIMS J BURNETT	2204	ROSSMOOR DR		RANCHO CORDOVA	CA	95670-2306
165217	06705900520000	SONE MAPU	10923	PROGRESS CT	UNIT 1775	RANCHO CORDOVA	CA	95741-4006
185940	05801630050000	STACEY ROSAS	2351	SABINE WAY		RANCHO CORDOVA	CA	95670-3945
121269	06704500620000	STASI DIAVATIS	11774	AZALEA GARDEN WAY		RANCHO CORDOVA	CA	95742-8047
539006	05803200090000	STEPHEN DEAN	2215	ELMCREST LN		RANCHO CORDOVA	CA	95670-4207
25897	07702800240000	STEPHEN W & JOAN M MASSEY	2909	SHAWN WAY		RANCHO CORDOVA	CA	95670-5416
11704	05700710100000	STEVE SIDNEY	2043	WYDA WAY	APT 13A	SACRAMENTO	CA	95825-0977
206722	05800420250000	STEVEN BECKER	10817	ALANDALE WAY		RANCHO CORDOVA	CA	95670-5005
203881	07201650020000	STEVEN WASHBAUGH	10600	OLSON DR		RANCHO CORDOVA	CA	95670-5620
9958	05702320080000	STONECREEK PROPERTY MGMT	11344	COLOMA RD	STE 240	GOLD RIVER	CA	95670-4457
210268	06803500150000	SUDESH KUMAR	3308	CHERTSEY CT		SACRAMENTO	CA	95827-2308
148247	05703110150000	SUE A BOURNE-KENT	2406	CARIEL CT		RANCHO CORDOVA	CA	95670-4924
571925	05600630080000	SUSAN DEGITZ	6152	DOLLY VARDEN LN		POLLOCK PINES	CA	95726-9406
142759	05702030180000	SUZANNE GOFF FOR MARK JOHNSON	2621	CABERNET WAY		RANCHO CORDOVA	CA	95670-4809
362534	05701610190000	SUZI BERNSTEIN	2617	FURMINT WAY		RANCHO CORDOVA	CA	95670-3621
636886	05700910080000	SYLVIA RODRIGUEZ	10260	COLOMA RD		RANCHO CORDOVA	CA	95670-3657
14105	05805200030000	TAMBER SATINDER ARWINDER SINGH	104	HOXSIE CT	UNIT B	FOLSOM	CA	95630-3307
23403	06706000300000	TAPAS BISWAS	4257	THALIA WAY		RANCHO CORDOVA	CA	95742-8035
248277	07701520120000	TERESA R WHITE	10253	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5825
249115	06801220070000	TERESA ROGERS	9923	METEOR DR		SACRAMENTO	CA	95827-2911
93097	05701010090000	TERESA TELLES	2545	GANZAN WAY		RANCHO CORDOVA	CA	95670-3623
219130	06804200460000	TERRANCE R JONES	3309	CAHILL CT		SACRAMENTO	CA	95827-2305
599592	05603850030000	TERRY BICKUM	1457	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2848
32819	05801160060000	TERRY L MANOWN	2487	MCGREGOR DR		RANCHO CORDOVA	CA	95670-5118
231410	07601610010000	TERRY M WHITE	600	PLATT CIR		EL DORADO HILLS	CA	95762-7301
21163	06706800130000	THELMA CASH	5569	COPPER SUNSET WAY		RANCHO CORDOVA	CA	95742-8139
224222	06804800330000	THELMA MARSH	3237	SATURN DR		SACRAMENTO	CA	95827-2323

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
631879	05601120140000	THOMAS KOWALESKI	2131	STARRLYN WAY		RANCHO CORDOVA	CA	95670-2233
221269	06804410110000	THOMAS LEE BINNS	3209	ALTAWOOD CT		SACRAMENTO	CA	95827-2830
591366	07220800110000	THU KHUC	10999	FABER WAY		RANCHO CORDOVA	CA	95670-6917
30170	05703130060000	TIFFANY AUBEL	2609	LUVETA WAY		RANCHO CORDOVA	CA	95670-4914
121085	05601630070000	TIMOTHY WE MCCANDLESS	2020	MARYVALE WAY		RANCHO CORDOVA	CA	95670-2415
34466	06706300150000	TISA KELLEY	4413	ANATOLIA DR		RANCHO CORDOVA	CA	95742-8054
112807	05600720090000	TISHA PRICE	10484	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2272
112819	05600720110000	TODD MICHAEL RODRIGUEZ	10488	AMBASSADOR DR		RANCHO CORDOVA	CA	95670-2272
11321	07202010040000	TOMI STINSON-AREVALO	4460	ESTRADA DR		OCEANSIDE	CA	92057-6637
66655	07702100130000	TONYANIKA SIMPSON	10430	S WHITE ROCK RD		RANCHO CORDOVA	CA	95670-5714
392370	05602900370000	TOPORISTE GHERGHINA	2140	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2929
201654	07201310120000	TRAVICE J FITCH	9066	CLENDENEN WAY		SACRAMENTO	CA	95826-5512
1368	06803410060000	TREAVEL L BROOKS	2804	WHITNEY DR		FAIRFIELD	CA	94533-6537
140835	05701840040000	TRENTON GLASS	2520	CABERNET WAY		RANCHO CORDOVA	CA	95670-4909
32829	07602040080000	TRINITY ROCK LLC	2713	LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3430
112000	05600420010000	TRUST OF CALAY	2200	WOOD CLIFF WAY		RANCHO CORDOVA	CA	95670-2241
112004	05600420020000	TRUST OF CALAY	2200	WOODCLIFF WAY		RANCHO CORDOVA	CA	95670-2241
19392	07702800400000	TRUST OF COUNTRY WAY	4909	SAINT THOMAS DR		FAIR OAKS	CA	95628-5312
191188	05802230050000	TRUST OF CUISTAS	2352	GLENFAIRE DR		RANCHO CORDOVA	CA	95670-3920
235052	07602040060000	TRUST OF DOLMAN	2721	LOS AMIGOS DR		RANCHO CORDOVA	CA	95670-3430
597592	05603910300000	TRUST OF DRIMMER	11058	MAMMOTH RIVER CT		RANCHO CORDOVA	CA	95670-2828
422088	05701720240000	TRUST OF EDMISTEN	2632	BARBERA WAY		RANCHO CORDOVA	CA	95670-3706
613638	05604100100000	TRUST OF MULDROW	11137	TEXAS RIVER CT		RANCHO CORDOVA	CA	95670-2819
144325	05702320130000	TRUST OF RIBIER		PO BOX 72802		DAVIS	CA	95617-2802
185118	05801410020000	TRUST OF WISEMAN	2304	BYRD DR		RANCHO CORDOVA	CA	95670-3912
91858	07702500170000	ULYSSES HAMILTON	10109	MONTE VALLO CT		SACRAMENTO	CA	95827-2469
185777	05801620060000	VERNON H WAGNER	2368	MCGREGOR DR		RANCHO CORDOVA	CA	95670-3962
242814	07701040230000	VERNON J NEEL	2950	WINCHESTER WAY		RANCHO CORDOVA	CA	95670-5347
179762	06804740020000	VERONICA CHAVEZ	9857	BEXLEY DR		SACRAMENTO	CA	95827-2337
20343	05603930030000	VICTORIA AUGUSTON	11068	CILKER RIVER WAY		RANCHO CORDOVA	CA	95670-2806
90945	05701030130000	VICTORIA HARVEY-DETOMA	2537	AUGIBI WAY		RANCHO CORDOVA	CA	95670-3615
15034	06708500350000	VIRGINIA PANLASIGUI	12413	KIBBIE LAKE WAY		RANCHO CORDOVA	CA	95742-7717
30058	05601320010000	VLAD SKOTS	10787	OAKTON WAY		RANCHO CORDOVA	CA	95670-2438
556488	07701510120000	VYACHESLAV SHYNGEL	10487	ABBOTTFORD WAY		RANCHO CORDOVA	CA	95670-5840
114161	05600810100000	W MONSON & JENIFER BECKER	10473	GEORGETOWN DR		RANCHO CORDOVA	CA	95670-2263
220206	07502910180000	WALTER REED	2534	EL BURLON CIR		RANCHO CORDOVA	CA	95670-3118
133219	05700910070000	WAYNE E KAFKA	10256	COLOMA RD		RANCHO CORDOVA	CA	95670-3657
349880	05602700100000	WAYNE FLUKE	2222	RIVER TRAILS CIR		RANCHO CORDOVA	CA	95670-2223
189910	07701720190000	WAYNE MONTTOYA	10413	BUENA PLAZA CIR		RANCHO CORDOVA	CA	95670-5403
27511	06705900350000	WEI & JUISHAN CHENG	12028	MANDOLIN WAY		RANCHO CORDOVA	CA	95742-8084
166838	07213500090000	WILLIAM G GONZALES	3409	MARDI GRAS CT		RANCHO CORDOVA	CA	95670-7336

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

EXHIBIT A

Account #	Parcel Number	Billing Name	Street #	Street Name/PO BOX	Address 2	City	State	Zip Code
210342	06803500250000	WILLIAM WARE	3308	ROMFORD WAY		SACRAMENTO	CA	95827-2320
106756	05603920020000	WILLIE FRA COOLEY	1772	KLAMATH RIVER DR		RANCHO CORDOVA	CA	95670-2735
219240	06804200650000	WILLIE VAUGHN	3320	HOGARTH DR		SACRAMENTO	CA	95827-2341
58884	06801370040000	WYVETTER LIVINGSTON	10061	NEBULA WAY		SACRAMENTO	CA	95827-2973

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
166.45
156.39
365.23
121.13
432.09
114.11
176.82
429.20
230.00
560.67
430.81
91.40
175.77
665.23
111.18
432.09
116.94
50.59
566.21
431.53
27.40
81.10
314.39
432.09
431.85
317.41
143.05
421.80
143.05
569.78
109.27
432.09
432.09
432.09
03
34
80
32
41
09
32

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
432.09
426.64
24.27
153.07
565.14
324.54
334.17
569.99
135.92
254.06
432.04
318.18
569.99
317.89
143.05
432.09
565.28
107.96
114.25
24.81
156.99
426.97
52.60
106.39
52.58
107.96
210.44
432.09
431.51
432.09
61.94
432.09
134.37
309.12
18
.37
.13
.73
.14
.64
.09

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
432.09
88.56
569.91
432.03
276.63
236.13
433.33
172.36
432.09
432.09
247.85
410.58
34.37
433.22
168.99
365.79
432.08
365.79
432.08
391.26
432.09
432.08
432.09
432.09
168.99
376.86
81.49
431.45
224.88
168.99
94.98
432.09
52.60
483.79
88
10
09
73
09
13
7

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
426.81
432.09
58.58
52.60
432.09
432.09
631.76
283.27
143.05
441.14
168.99
432.09
44.53
564.59
67.16
568.45
432.09
88.84
420.08
432.09
432.09
395.39
459.72
432.09
325.27
432.09
142.43
432.09
432.09
493.86
569.99
432.09
361.89
361.89
4.09
.99
.64
.99
.57
.08
.13

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
291.96
361.16
432.09
190.13
129.51
432.01
567.95
201.68
572.72
52.60
134.88
363.34
420.14
420.14
569.99
65.75
569.99
431.85
52.60
432.09
309.12
406.39
311.51
366.09
624.91
107.96
70.00
492.73
58.40
432.09
432.01
246.89
569.94
562.79
59
10
09
10
27
26
33

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
168.99
138.16
426.98
432.09
67.53
107.96
108.65
432.09
46.86
522.72
29.76
107.96
145.76
259.05
431.41
432.09
214.39
253.00
440.70
52.60
44.53
561.56
213.61
365.79
432.09
372.57
432.09
431.41
91.91
432.09
309.99
432.09
69.83
431.97
.16
.80
.09
.18
.94
.09
.70

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
168.99
569.99
569.99
546.01
546.01
432.09
438.15
420.95
168.99
309.99
44.53
73.69
569.02
269.85
319.83
319.83
199.88
400.33
118.88
430.81
210.74
107.96
107.96
168.99
432.09
44.76
570.09
143.28
67.69
432.09
432.09
432.09
69.39
52.60
1.09
1.37
1.16
1.09
1.12
1.15

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
374.59
309.99
246.89
440.23
431.89
569.99
432.03
432.03
432.09
569.17
430.72
107.02
540.20
262.92
431.93
44.53
294.86
165.62
328.15
209.10
333.09
432.09
108.71
171.84
432.09
432.09
432.09
311.71
382.27
529.92
432.09
686.93
568.30
703.57
420
477
478
5
96
409
49

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
288.17
432.09
428.34
162.41
432.09
245.02
407.64
329.18
432.09
176.10
569.99
432.09
167.99
429.20
142.05
432.09
124.25
432.01
33.17
400.87
569.91
432.09
318.61
247.10
171.02
395.89
432.09
363.34
462.93
431.76
429.36
365.79
488.00
432.09
9
30
85
22
96
51
05

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
88.07
432.09
84.21
150.98
662.47
236.13
432.09
432.10
569.99
569.78
432.09
107.96
432.09
52.60
280.30
432.01
422.33
107.96
426.64
232.20
329.38
86.19
429.20
72.62
158.72
204.13
54.96
40.77
426.64
426.64
52.60
432.09
107.96
239.51
4.09
4.86
4.10
4.09
4.83
4.28
4.71

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
406.82
432.09
236.13
429.28
432.09
431.51
431.28
432.09
146.49
430.18
420.08
432.09
432.08
569.99
431.41
429.62
430.76
95.32
168.99
432.09
432.09
432.09
199.88
309.99
211.44
406.82
432.09
432.09
431.89
58.60
430.81
428.25
176.89
432.09
82
21
31
94
94
13
13

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
406.82
64.62
172.20
432.09
357.39
55.88
239.90
286.53
168.99
432.09
236.13
432.08
530.45
432.01
105.20
421.36
61.43
168.99
52.60
52.60
429.20
432.10
365.73
408.96
28.70
498.34
408.33
110.87
336.24
432.09
432.09
165.81
429.20
432.09
.87
.09
.09
.13
.02
.19
.37

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
432.09
431.93
358.73
109.42
432.09
142.43
110.72
432.08
400.83
218.85
631.76
422.25
569.99
111.01
431.77
365.48
431.76
432.09
432.09
67.48
432.03
684.35
80.55
58.44
432.09
60.55
86.16
432.08
85.65
39.91
329.26
309.99
107.96
432.09
1.16
.09
.09
.03
.09
.96
.10

AGENDA ITEM 13.1

Delinquent Residential Solid Waste Accounts
as of August 9, 2013

Total Levy
420.08
317.08
402.09
161.36
183,071.62

MEMORANDUM

DATE: August 19, 2013

TO: Honorable Mayor and Council Members

FROM: David Gassaway, Assistant to the City Manager

SUBJECT: APPLICATION FOR AWARD OF EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FUNDING



RECOMMENDATION

Adopt Resolution No. 102-2013.

RESULT OF RECOMMENDED ACTION

City will make application for, and be authorized to accept if awarded, grant funding from the Department of Justice JAG Program.

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program, Local Solicitation, is a formula based grant program provided by the U.S. Department of Justice. The JAG program provides states and local governments with critical funding necessary to support a broad range of program areas including law enforcement, prosecution and courts, crime prevention and education, corrections and community prosecution, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives.

JAG program funds are allocated to the states and local jurisdictions based on previous crime reporting through the FBI Uniform Crime Reporting Program. The Sheriff Department began separately reporting Rancho Cordova crime statistics to the FBI a few years ago, which triggered City eligibility for JAG funding for the first time in 2013. Graciously, the BJA contacted the City two weeks prior to the application deadline on July 9, 2013 to inform staff of the City's first-time eligibility. A public hearing and resolution of approval by the governing board is required to receive funding (Attachment 1).

Given the short window of time to submit a grant application, staff determined the funding best suited to augment the Community Prosecutor program over the next two years. Upon grant award from JAG, the City will receive \$27,964 in funding from DOJ. These funds will be used to increase funding for the Community Prosecutor program, budgeted at \$115,000 for FY2013-15, for total Community Prosecutor Program funding of \$142,964 over a two year period.

ATTACHMENT

Resolution 102-2013

CITY OF RANCHO CORDOVA

RESOLUTION NO. 102-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE APPLICATION AND ACCEPTANCE OF GRANT FUNDING FROM THE
2013 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

WHEREAS, the U.S. Department of Justice provides formula based grant funding to states and local jurisdictions under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, the City of Rancho Cordova has become eligible for formula grant funding under the JAG program; and

WHEREAS, the grant program requires formal approval from the governing body of the City in order to apply for and accept funding.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager, or his designee, to make application for, and is hereby authorized to accept if awarded, grant funding from the 2013 Edward Byrne Memorial Justice Assistance Program.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of ____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

MEMORANDUM



DATE: August 19, 2013

TO: Honorable Mayor and Council Members

FROM: William Campbell, Principal Planner

SUBJECT: **DOUGLAS 98 II REDESIGN – REZONE, TENTATIVE SUBDIVISION MAP AMENDMENT, AND THE 1ST AMENDMENT TO THE DEVELOPMENT AGREEMENT; PROJECT NO. DD7962 – LOCATED SOUTH OF DOUGLAS ROAD AND WEST OF GRANT LINE ROAD.**

PROPERTY OWNER: Douglas Road 105, LLC Constantino John Galaxidas 7700 College Town Drive, Suite 201 Sacramento, CA 95826	ENGINEERS: Wood Rodgers 3301 C Street, Building 100-B Sacramento, CA 95816
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PROJECT: FILE: LOCATION: APN: PLANNER:	Douglas 98 II rezone, amended tentative map and amendment to the existing Development Agreement DD7962 Southwest corner of Douglas Road and Grant Line Road 067-0040-021 William Campbell
---	---

RECOMMENDATION

That Council:

- a) Waive first reading and introduce Ordinance 26-2013 approving a zone change 3.1 acres of "O" Open Space to RD-5 Single Family Residential and an amendment to the existing Development Agreement for the Douglas 98 project, and
- b) Adopt Resolution 103-2013 approving an amended Tentative Subdivision Map, subject to the draft Conditions of Approval and amending Mitigation Measure 37A of the SRSP/EIR.

RESULT OF RECOMMENDED ACTION

Approval of the proposed actions would adjust the original plan adopted in 2006, wherein the new plan includes 528 single family dwelling lots, a reduction of 165 lots less than the original approval of 693. The reduction in lots is attributed to increasing the lot sizes in portions of the project. Some street sections have been reduced due to changes in development standards, along with minor reduction in parks and open space. The proposed actions would amend various obligations and rights noted within the current Development Agreement for Douglas 98.

REQUIRED PERMITS AND REGULATORY BASIS

Requested entitlements and the basis for review of those requests are as follows:

- A. Rezone – Section 23.146 et.al. establishes the process for amending the project's vested Zoning and the supporting evidence supporting the rezone is provided in the ordinance.
- B. Amended Tentative Subdivision Map – The Subdivision Map Act of the State of California and the City Subdivision Ordinance will guide the division of land, according to the Zoning Code.
- C. 1st Amendment to Development Agreement – Section 23.158 et.al. establishes the process for adopting and amending a Development Agreement between the City and the applicant.

BACKGROUND

The original Douglas 98 project was approved in February, 2006 with three other projects commonly known as the "Eastside Projects" of the Sunridge Specific Plan. A number of legal issues regarding the Sunridge EIR, Federal Permitting and the down turn in the economy have impacted these projects and kept them from moving forward. With the stated issues now resolved, the current owner is requesting changes to the Douglas 98 project. Attached to this report are copies of the original approved project (see **Attachment 1**) and the requested approvals (see **Attachments 2 and 3**). The proposed project is consistent with the Council direction from the June 17th study session, wherein the site layout with the two minor parks was chosen over a consolidated scheme merging the two smaller parks, all other open space remained the same.

Staff has reviewed the new plan and would summarize the changes in the following manner:

1. The new plan includes 528 single family dwellings, a reduction of 165 dwellings less than the original approval of 693.
2. The reduced density is mainly due to the increased size of the lots and minor changes to the street configuration, with a portion of the lots being reconfigured from alley loaded to street loaded garages.
3. The new plan honors the conceptual approval of the central major park and the two smaller neighborhood parks from the City Council work session on June 17th.
4. The increased lot sizes would better accommodate conventional single family houses, anticipated to range in size from 1,500 to 2,500 square feet.
5. The proposed reduction in housing density has led to minor reductions to the small parks in the approved project (see **Attachment 3**). As proposed, the Project will not meet the current dedication requirement standard of 5 acres/1000 population of parks (Quimby) and 1.75 acres of City Open Space per 1,000 residents; however, should the City reduce its City Open Space standard from 1.75 acres per 1,000 residents to a new standard of 1.0 acres per 1,000 residents, the Developer will be able to meet the standard. A condition of approval is included that requires the payment of in lieu fees for the current park obligation should the City not change its open space standard. This condition was also used for the recent Montelena project approval, several months ago.
6. The project is changing 3.1 acres of open space zoned land to RD-5 Single Family Residential Zone as part of the overall reduction of parkland described in 5 above.

Overall, the project as modified retains many of the original concepts for providing internal and external connectivity with the roads, connections to the open space amenities thru enhanced

walkways and paseos, and maintaining the central park. The most dramatic difference is the conversion of the higher density smaller “zipper lots” in the northern portion of the original plan that would not be marketable in today’s economy and some reduction to a housing product that was designed for alley loaded parking.

Amendment to the Development Agreement

The amendment to Development Agreement will revise the current development agreement for the approved Douglas 98 subdivision and incorporate revised and new provisions to support the proposed changes to the land plan and fee calculations, see **Exhibit 2B** of the ordinance.

The amendment will change several sections of the original Development Agreement in the following:

- Revise Section 5.2 extending the term of the Development Agreement
- Revise Section 6.4.1 concerning the “New Park Development Obligations”
- Revise Section 6.4.2 concerning the “Timing of Dedication and Improvements of Parks”
- Restatement of 6.4.3 concerning “In-fill Park and Open Space Renovation and Acquisition Fee”
- Restatement of 6.4.4 concerning the “Police Tax”
- New Section 6.4.6 Supplemental Traffic Impact Fee.

Environmental Analysis

CEQA Guidelines Sections 15162 and 15164 set forth the criteria for determining the appropriate environmental documents, if any, that must be completed when changes are proposed to a project for which an EIR/MND has already been certified/adopted. No subsequent EIR shall be prepared for that project unless it has been determined on the basis of substantial evidence that one of more of the following occurs:

- Substantial changes to the project are proposed that require major revisions to the previously adopted EIR/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified potentially significant effects.
- Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- New information of substantial importance becomes available which shows new significant effects, significant effects substantially more severe than previously discussed or new mitigation measures or mitigation measures previously determined to be infeasible are identified that could feasibly reduce one or more significant effects on the environment.

Basis for Determination

- Staff has reviewed the project and has determined that none of the above listed conditions are met, based on the evidence as summarized in the Addendum. The development footprint of the project site has not changed since the previous approval of the Douglas 98 II project. Therefore, impacts relating to Aesthetics, Agricultural Resources, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Population and Housing, Public Services, Recreation, and Utilities and Service Systems would be equal or less than previously disclosed. No substantial changes have occurred to the project site and or the surrounding area that would change the prior analysis and or conclusions. Mitigation measures relating to these impact areas and included in the SDCP/SRSP EIR and Sunridge East MND are still applicable and would reduce impacts to the furthest extent feasible. No new mitigation measures or alternatives which are considered different from those analyzed in the EIR/MND or which were previously found not to be feasible are identified.

APPROVAL PACKAGE

One resolution has been prepared to adopt the environmental assessment and the Amended Tentative Subdivision Map, with exhibits. One ordinance has been prepared for the rezoning of portions of the project and the amended Development Agreement. Due to the processing and adoption difference between the ordinances and resolutions, certain actions within the resolution will not take effect until the ordinance has been adopted and the 30 day statute of limitation period has lapsed. A condition of approval is included that stipulates the approval of the map is contingent upon the recordation of the Development Agreement and the rezoning being fully adopted and taking affect.

ATTACHMENTS

1. Original Approved Douglas 98 project map.
2. Ordinance 26-2013 approving a zone change (**Exhibit 2A**) for the conversion of 3.1 acres "O" Open Space to RD-5 Single Family Residential and an amendment to the existing Development Agreement (**Exhibit 2B**) for the Douglas 98 project.
3. Resolution No.103-2013 approving an amended Tentative Subdivision Map (**Exhibit 3A**) and the Conditions of Approval (**Exhibit 3B**) amended Mitigation Measure 37 A (**Exhibit 3C**)
4. Addendum to the original Mitigated Negative Declaration including updated Traffic Analysis.
5. 500 feet radius map and mailing list.

ILLUSTRATIVE LARGE LOT/SMALL LOT TENTATIVE SUBDIVISION MAP

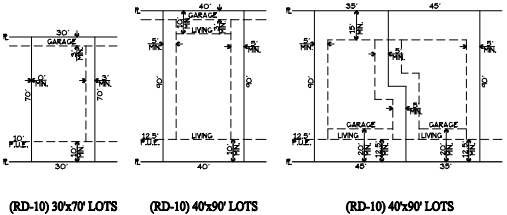
DOUGLAS 98

CITY OF RANCHO CORDOVA, CALIFORNIA

JANUARY 30, 2004

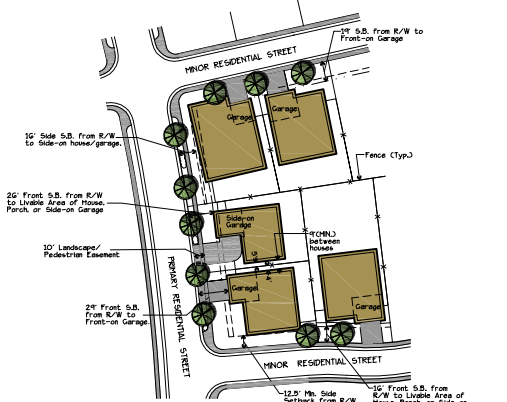
(REVISED APRIL 20, 2004)

(REVISED JUNE 3, 2005)



TYPICAL RD-10 BUILDING SETBACKS

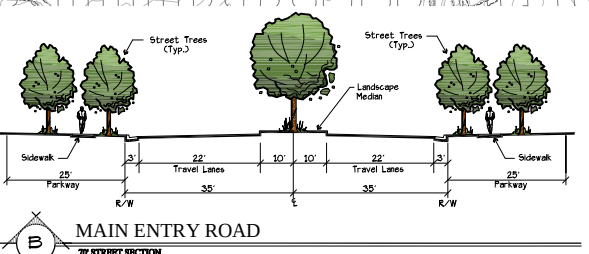
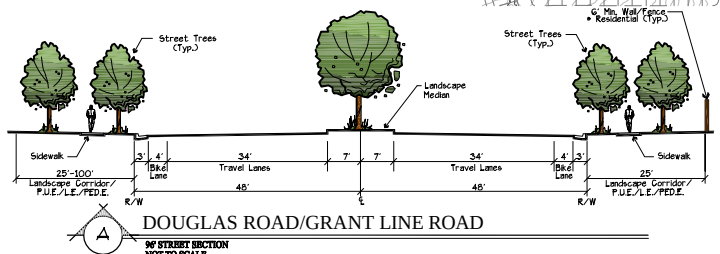
NOT TO SCALE



TYPICAL SETBACK EXHIBIT

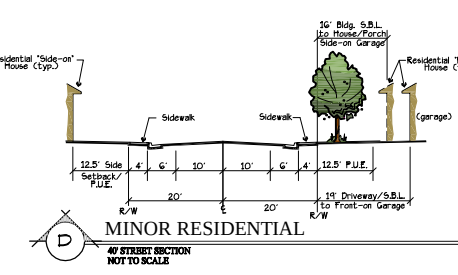
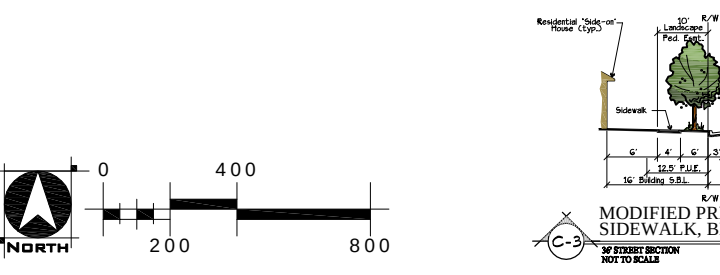
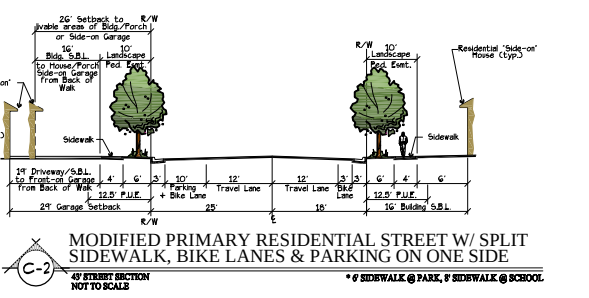
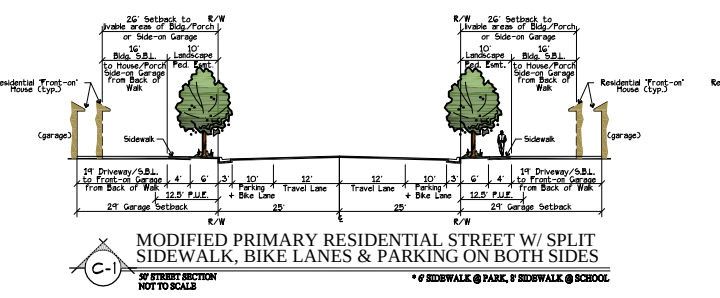
CONCEPTUAL PLAN VIEW

- Notes:
- On primary residential streets with split sidewalks:
 - 1. Minimum 25' front setback from R/W to livable area of house, porch, or side-on garage. (25' from back of walk)
 - 2. Minimum 25' front setback from R/W to front-on garage. (25' from back of walk)
 - 3. Minimum 10' side setback from R/W.
 - On minor residential streets with split sidewalks:
 - 1. Minimum 10' front setback from R/W to livable area of house, porch, or side-on garage. (10' from back of walk)
 - 2. Minimum 10' front setback from R/W to front-on garage. (Minimum 10' driveway)
 - 3. Minimum 12.5' side setback from R/W.
 - On all conventional single-family lots:
 - 1. Minimum interior side-setbacks are 5' on one side and 4' on the other.
 - 2. Minimum 4' between houses.



PARK AND OPEN SPACE SUMMARY TABLE

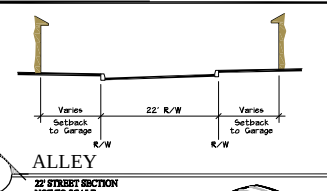
	ACRES
PARKS	
PARK ACREAGE REQUIRED	14.3
PARK ACREAGE PROVIDED	12.1
OPEN SPACE	
RESIDENTIAL DEVELOPMENT ACREAGE	79.0
OPEN SPACE PROVIDED	7.6
OPEN SPACE/RESIDENTIAL ACREAGE PERCENTAGE	9.6%



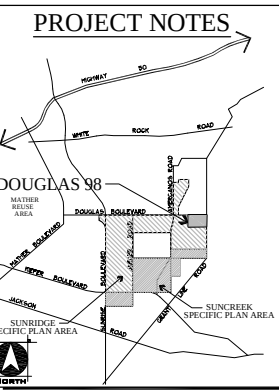
LAND USE SUMMARY

LOT NO./VILLAGE NO.	GENERAL PLAN/SUBDIVISION PLAN/ ZONING DESIGNATION	USE	ACRES (IN)	ACRES (G)	UNITS
VILLAGE 5	LDR/RD-5/RD-5	S-F RESIDENTIAL (52'x105' TYP.)	16.5	19.9	98
VILLAGES 1, 6, 8 & 10	LDR/RD-7/RD-7	S-F RESIDENTIAL (40'x90' TYP.)	17.3	18.6	124
VILLAGES 3, 7 & 4	LDR/RD-10/RD-10	S-F RESIDENTIAL (30'x70' TYP.)	24.5	24.6	244
VILLAGES 2 & 4	LDR/RD-10/RD-10	S-F RESIDENTIAL (ZIPPER TYP.)	20.7	22.4	187
SUBTOTAL			79.0	85.5	643
LOTS A, B & C	LDR/PARK/RD-7	NEIGHBORHOOD PARK	12.1	14.4	-
LOTS D-O	-	PARKWAY	6.3	-	-
LOTS P & Q	-	LANDSCAPE CORRIDOR	1.3	-	-
DOUGLAS & GRANT LINE ROADS	-	MAJOR ROADS	5.2	-	-
SUBTOTAL			4.6	14.6	-
TOTAL			105.1	100.1	643

* PARKWAY AND LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACREAGE OF ABOVE PARCELS. GROSS ACREAGES INCLUDE ALL STREETS, PARKWAYS & LANDSCAPE CORRIDOR LOTS. NET ACREAGES INCLUDE MINOR RESIDENTIAL STREETS ONLY.



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



PROJECT NOTES

OWNER:
DOUGLAS 98, LLC
C/O GUS GALAMDES
7700 COLLEGE TOWN DR., SUITE 201
SACRAMENTO, CA 95826

APPLICANT/DEVELOPER:
WOODSIDE HOMES
111 WOODBINE DRIVE, SUITE 140
FOLSOM, CA 95630
CONTACT: JIM GALOVAN
PHONE: (916) 608-9600

PLANNER/ENGINEER/SURVEYOR:
WOOD-RODGERS INC.
3301 C STREET, BLDG. 100-B
SACRAMENTO, CA 95816
CONTACT: DONNA PASQUANTONIO/JOHN HODGSON P.E.
PHONE: (916) 341-7760

ASSESSORS PARCEL NUMBERS:
067-0040-005

AREA:
105.1+ ACRES

EXISTING SPECIFIC PLAN:
RD-4, RD-5, RD-7, RD-20, SCHOOL

PROPOSED SPECIFIC PLAN:
RD-5, RD-7, RD-10, PARK

EXISTING ZONING:
RD-4, RD-5, RD-7, RD-20

PROPOSED ZONING:
RD-5, RD-7, RD-10, O

NUMBER OF LOTS/PARCELS:
643 SINGLE FAMILY LOTS
10 PARCELS FOR SINGLE-FAMILY RESIDENTIAL (RD-5 + RD-7 VILLAGES)
3 NEIGHBORHOOD PARK LOTS
12 PARKWAY LOTS
2 LANDSCAPE CORRIDOR LOTS

PUBLIC SERVICES & FACILITY PROVIDERS:
IMPROVEMENTS: COUNTY OF SACRAMENTO
WATER: COUNTY OF SACRAMENTO
SEWER: SACRAMENTO COUNTY SANITATION DISTRICT #1
DRAINAGE: COUNTY OF SACRAMENTO
ELECTRICITY: S.M.U.D.
GAS: PACIFIC GAS & ELECTRIC
TELEPHONE: SBC
SCHOOL DISTRICT: ELK GROVE UNITED SCHOOL DISTRICT
FIRE DISTRICT: SACRAMENTO METRO FIRE DISTRICT
PARK DISTRICT: CORDOVA RECREATION & PARK DISTRICT

NOTES:
1. THE BOUNDARY SHOWN HEREON IS A GRAPHIC REPRESENTATION OF THE DEED AND EASEMENT LINES BASED ON RECORD INFORMATION.
2. VILLAGE (LARGE LOT) NUMBERING IS FOR IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE PHASING ORDER OF DEVELOPMENT. ULTIMATE DEVELOPMENT PHASING SHALL BE DETERMINED AND WILL BE DETERMINED AT FINAL MAP AND/OR IMPROVEMENT PLAN STAGE.
3. THE TOPOGRAPHY SHOWN HEREON WAS PLOWN IN NOVEMBER 2003.
4. INDICATES AREA OF DEVIATION FROM CURRENT IMPROVEMENT STANDARDS.
5. PARKLAND DEDICATION REQUIREMENT = 643 SF DU x 0.0206 = 14.3 AC. PARKLAND REQUIRED. TOTAL PARKLAND PROVIDED = 12.1 ACRES.
6. SUBDIVIDER RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 66456.1(A) OF THE SUBDIVISION MAP ACT.
7. A 12.5' P.U.E. WILL BE LOCATED ADJACENT TO ALL PUBLIC RIGHT OF WAYS EXCEPT THOSE ADJACENT TO 30'x70' AND 40'x90' LOTS WHICH WILL HAVE A 10' P.U.E.

ATTACHMENT 2**CITY OF RANCHO CORDOVA****ORDINANCE NO. 26-2013**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE DOUGLAS 98 PROJECT AND AMENDING CERTAIN
ZONING CODE DESIGNATIONS WITHIN THE 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. The City and Douglas Road 98, LP, a California limited partnership, entered into a Development Agreement effective April 6, 2006 and recorded on May 5, 2006 in the Official Records of Sacramento County at Book 20060505, Page 0951 (the "Development Agreement") establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Development Agreement (the "Property").

C. The Property has changed ownership since the City and Douglas 98, LP entered into the Development Agreement. Douglas Road 105, LLC, a California limited liability company, ("Landowner") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP in the Development Agreement by virtue of that certain "Assumption Agreement Relative to Douglas 98" dated August 12, 2013. Landowner has provided the City with a title report indicating their ownership of the Property.

D. The Douglas 98 Project is within the Sunrise Douglas Community Plan and the SunRidge Specific Plan ("SDCP/SRSP") area. The SDCP/SRSP was approved by the County of Sacramento ("County") in July 2002. The County also prepared and certified an Environmental Impact Report ("EIR") (State Clearinghouse Number 97022055) for the SDCP/SRSP. In July 2003, the City of Rancho Cordova incorporated an area that included the SDCP and SRSP. In response to litigation involving the SDCP/SRSP EIR, the City subsequently rescinded approval of the SDCP/SRSP. On November 7, 2012, the City certified a Partially Revised Draft Environmental Impact Report (Revised DEIR) to the SDCP/SRSP EIR addressing long-term water supply plan and other water supply related issues (State Clearinghouse Number 97022055). The City determined to carry out the projects within the SDCP/SRSP area without re-approving the SDCP/SRSP.

ATTACHMENT 2

E. The City Council originally approved a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Map for the Douglas 98 Project in February and March of 2006 as part of its approval for the Sunridge East Projects ("Existing Project"). The City adopted a Mitigated Negative Declaration as the CEQA environmental review for these approvals ("Sunridge MND"), which relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge MND.

F. On April 19, 2006, the City Council approved an Addendum pursuant to CEQA ("2006 Addendum") to the SDCP/SRSP EIR that analyzed the impact of revisions to Mitigation Measures in the Master Mitigation Monitoring and Reporting Program for the SDCP/SRSP EIR relating to phasing of certain transportation improvements (City Council Resolution No. 31-2006). The mitigation measures establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation improvements (the "Transportation Improvements Thresholds"). The City Council approved amendments to the Transportation Improvement Thresholds as set forth in City Council Resolution No. 31-2006. Those Transportation Improvement Thresholds remain applicable to the Douglas 98 Project.

G. The 2006 Addendum found that the amendments to the Transportation Improvement Thresholds would not create a new, or substantially more severe, significant environmental impact than those previously identified in the SDCP/SRSP EIR. Therefore, no supplement to the SDCP/SRSP EIR and no further environmental review was required under CEQA.

H. The City adopted its General Plan and certified the General Plan EIR in June 2006 which included the SRSP and the Existing Project.

I. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement to reflect further changes and modifications to the obligations of the Landowner to pay certain fees for park renovations at existing City parks and for park improvements at new City parks, to revise the Landowner's park dedication obligations, to modify certain traffic thresholds in exchange for a supplemental fee, and to update obligations relating to the funding of police services, all as more fully set forth below in this First Amendment.

J. The requested approvals by Landowner to the Douglas 98 Project are the First Amendment, an amendment to the City's Zoning Code Map and an Amended Tentative Subdivision Map. The Amended Tentative Subdivision Map and an Addendum to an Environmental Impact Report were presented to the City Council on August 19, 2013 as part of Resolution No. 103-2013.

K. The attached Zoning Code Map amendment changes 3.1 acres within the Douglas 98 Project from Open Space to RD-5 Single Family Residential.

L. The City prepared an Addendum to analyze whether supplemental environmental review to the SDCP/SRSP EIR, Sunridge East MND, the 2006 Addendum and General Plan EIR were required for the Project under CEQA ("2013 Addendum"). The analysis in the 2013 Addendum shows that none of the standards under CEQA for preparation of subsequent or supplement

ATTACHMENT 2

environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Project impacts are identified in the SDCP/SRSP EIR, Sunridge East MND and 2006 Addendum and no further environmental review is required under CEQA. Approval of the 2013 Addendum and the appropriate CEQA findings are found in Resolution No. 103-2013.

M. On August 19, 2013, the City Council, as the legislative body for purposes of Development Agreement approval, held a properly noticed public hearing pursuant to Government Code section 65867 and considered all comments received in writing and all testimony received at the public hearing.

Section 2: Findings.

Therefore, on the basis of: (a) the foregoing recitals, which are hereby incorporated herein; (b) the City of Rancho Cordova's General Plan, the General Plan EIR and the Zoning Code at the time the Douglas 98 Development Agreement was approved; (c) the SDCP/SRSP EIR; (d) Revised DEIR for the SDCP/SRSP (e) 2006 Sunridge MND; and (f) the 2013 Addendum prepared for the First Amendment to the Development Agreement, Zoning Code Amendment and Amended Tentative Subdivision Map the City Council finds and determines that:

A. The First Amendment to the Development Agreement is consistent with the objectives, policies, general land uses and programs specified and contained in the City's General Plan at the time the Douglas 98 Development Agreement was approved in that: (a) The Project remains predominantly residential and consistent with the SRSP; (b) the Project is consistent with the fiscal policies of the General Plan at the time the Douglas 98 Development Agreement was approved with respect to provisions of infrastructure and public services; and, (c) the First Amendment and Amended Development Agreement include provisions relating to financing public services, construction and maintenance of public facilities, park development fees and similar provisions to replace those set forth in the SunRidge Specific Plan.

B. The First Amendment and Amended Development Agreement are compatible with the uses authorized in, and the regulations prescribed at the time the Douglas 98 Development Agreement was approved for the land use area in which the real property is located, including the amendment to the Rancho Cordova Zoning Code Map as adopted herein.

C. The First Amendment to the Development Agreement is in conformity with public convenience, general welfare and good land use policies in that the First Amendment and Amended Development Agreement will continue to implement land use guidelines set forth in the General Plan at the time the Douglas 98 Development Agreement was approved, and help fund infrastructure and parks needed to serve new development.

D. The First Amendment will not be detrimental to the health, safety and general welfare in that the Project will proceed in accordance with the programs and policies of the General Plan at the time the Douglas 98 Development Agreement was approved.

E. The First Amendment will not adversely affect the orderly development of property, or the preservation of property values, in that the amendment is consistent with the General Plan at the time the Douglas 98 Development Agreement was approved.

ATTACHMENT 2

F. The First Amendment is consistent with and includes the substantive elements of Government Code sections 65864 through 65869.5, and has been processed consistent with all the procedural requirements thereof.

Section 3: Approval of First Amendment to Development Agreement.

The City Council hereby approves the First Amendment to the Development Agreement, attached to this Ordinance and incorporated herein by reference as **Exhibit 2B**, and authorizes the City Manager to sign the First Amendment to the Development Agreement after the effective date of this Ordinance.

Section 4: Recordation

Within ten (10) days after the First Amendment to the Development Agreement is executed by the City Manager, the City Clerk shall submit the amendment to the County Recorder for recordation.

Section 5: Amendment to the Rancho Cordova Zoning Code MAP

The City Council hereby amends the Rancho Cordova Zoning Code Map for the Zoning Code at the time the Douglas 98 Development Agreement was approved for portions of the Douglas 98 Project as shown on **Exhibit 2A**.

Section 6: Severability.

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

Section 7: 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.

ATTACHMENT 2

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova this ____ day of ____ 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

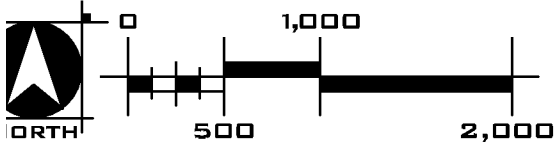
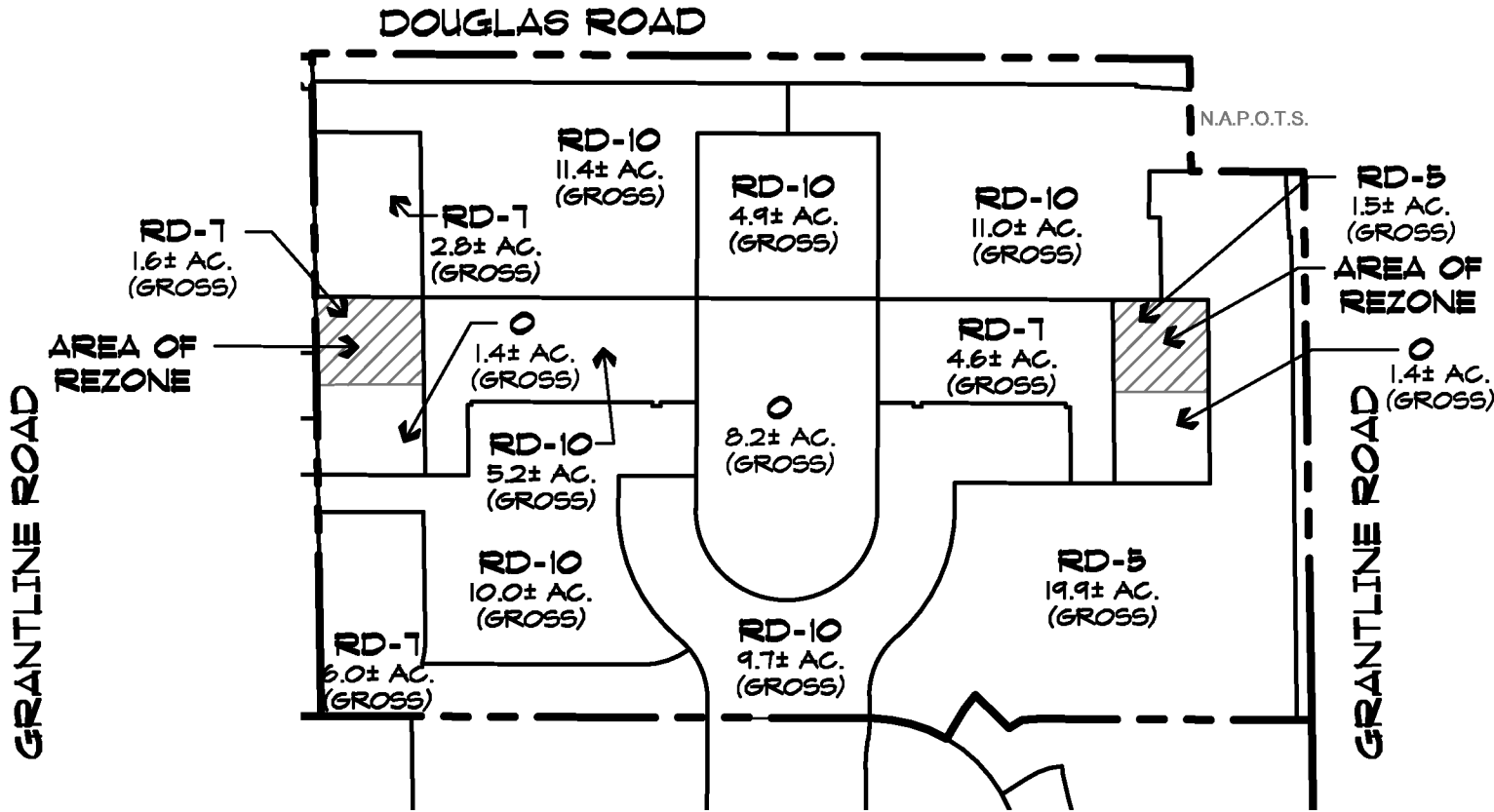
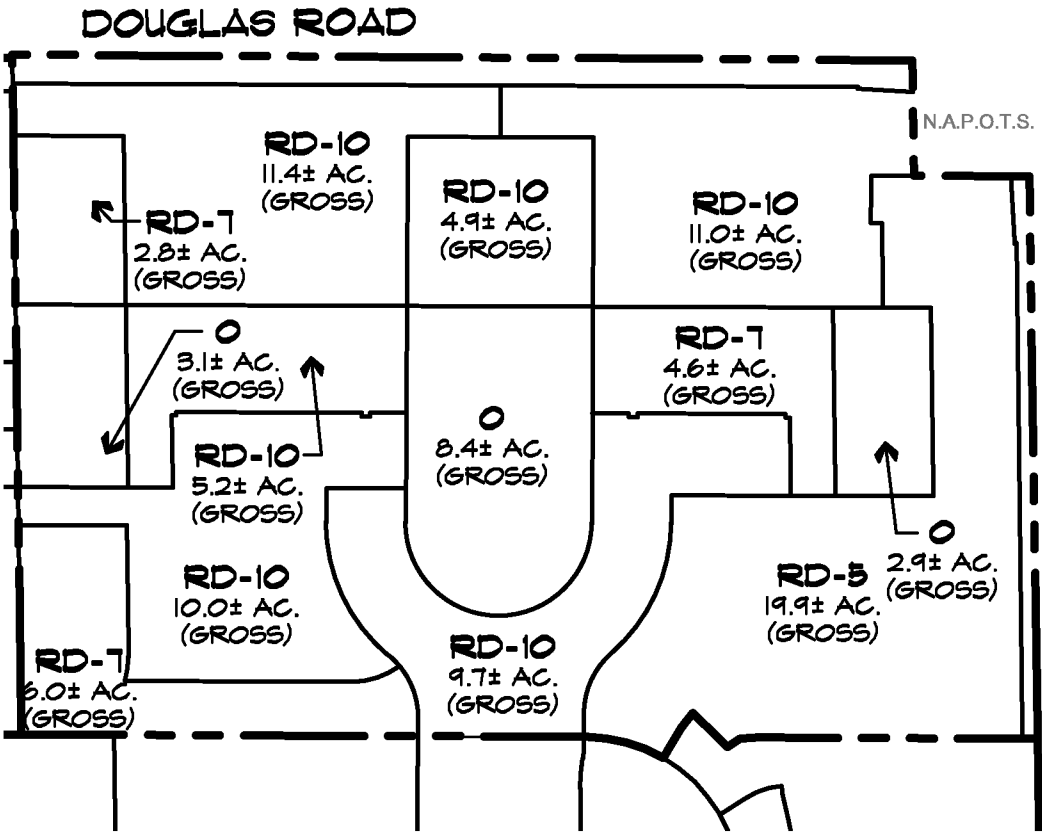
Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk

2121641.2

REZONE EXHIBIT
DOUGLAS 98
CITY OF RANCHO CORDOVA, CALIFORNIA
AUGUST 12, 2013



OFFICIAL BUSINESS

Document entitled to free recording
Government Code §6103

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(SPACE ABOVE LINE RESERVED FOR RECORDER'S USE)

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 98
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND DOUGLAS ROAD 105, LLC**

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
RELATIVE TO DOUGLAS 98
BY AND BETWEEN
THE CITY OF RANCHO CORDOVA AND DOUGLAS ROAD 105, LLC**

This First Amendment (the "First Amendment") to the Development Agreement is dated _____, 2013, for references purposes only, is made by and between the **CITY OF RANCHO CORDOVA**, a California municipal corporation ("City"); and **DOUGLAS ROAD 105, LLC**, a California limited liability company (the "Landowner"). City and Landowner are hereinafter collectively referred to as the "Parties" and singularly as a "Party."

RECITALS

A. The City and Douglas Road 98, LP, a California limited partnership, entered into a Development Agreement effective April 6, 2006 and was recorded on May 5, 2006 in the Official Records of Sacramento County at Book 20060505, Page 0951 (the "Agreement") establishing certain development rights for real property located in the City of Rancho Cordova, California, as more particularly described in Exhibit A-1 and Exhibit A-2 of the Agreement (the "Property").

B. The Property has changed ownership since the City and Douglas 98, LP entered into the Development Agreement. Douglas Road 105, LLC, a California limited liability company, ("Landowner") currently owns the Property and has assumed all of the interests and obligations of Douglas Road, LP in the Agreement by virtue of that certain "Assumption Agreement Relative to Douglas 98" dated August 12, 2013. Landowner has provided the City with a title report indicating their ownership in fee of the Property.

C. Pursuant to Government Code section 65868, City and Landowner now desire to modify and revise the Development Agreement to reflect certain further changes and modifications to the obligations of the Landowner to pay certain fees for park renovations at existing city parks and for park improvements at new city parks, to revise the Landowner's park dedication obligations, to modify certain traffic thresholds in exchange for a supplemental fee, and to update obligations relating to the funding of police services, all as more fully set forth below in this First Amendment.

D. This First Amendment amends certain provisions of the Development Agreement applicable to the entire Property was adopted by City Ordinance No. 26-2013 on _____, 2013.

AGREEMENT

1. Incorporation of Recitals. Recitals A through D are hereby incorporated herein, including the documents referred to in the Recitals.

2. Restatement of Section 6 of the Recitals concerning “Project Approvals.” City and Landowner agree that Section 6 of the Recitals of the Agreement is hereby deleted and replaced with the following:

“**6.1** The General Plan amendment adopted by the City on February 21, 2006 by Resolution No. 16-2006;

6.2 The Sunridge Specific Plan adopted by the County of Sacramento, as adopted by the City on July 1, 2003, by City Resolution No. 06-2003 (the ‘Specific Plan’);

6.3 The Mitigation Measures in both the Environmental Impact Report (‘EIR’) certified in July 2002 by the County of Sacramento (State Clearinghouse No. 97022055), as revised by the City on November 7, 2011, the Mitigated Negative Declaration adopted on February 21, 2006, as further analyzed in the Addenda dated April 19, 2006 and August __, 2013;

6.4 The Rezoning of the Property approved on March 6, 2006 by City Ordinance No. 08-2006 as further amended on September __, 2013 by City Ordinance No. __-2013;

6.5 The Large Lot / Small Lot Tentative Subdivision Map approved on August 19, 2013 by City Resolution No. 103-2013;

6.6 The Development Agreement adopted on March 6, 2006 by City Ordinance No. 07-2006 as amended on September __, 2013 by City Ordinance No. 26-2013 adopting the First Amendment to the Development Agreement.”

3. Restatement of Section 5.2 concerning the “Term.” City and Landowner agree that Section 5.2 of the Agreement is hereby deleted and replaced with the following:

“**5.2. Term.** Upon the execution of the First Amendment, the term of this Agreement shall commence on the Effective Date and extend to _____, 2028, which date is a period of fifteen (15) years from the date that City Ordinance No. 26-2013 approving the First Amendment takes effect, unless said terms is terminated, modified or extended by circumstances set forth in this Agreement. Following the expiration of the term, this Agreement shall not affect any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement.”

4. Restatement of Section 6.4.1 concerning the “New Park Development Obligation.” City and Landowner agree that Section 6.4.1 of the Agreement is hereby deleted and replaced with the following:

“6.4.1 New Park Development Obligation. City and Landowner agree that Landowner’s obligation to dedicate land for new parks and open space shall be satisfied by Landowner’s dedication of 9.5 net acres of park land within the Project, set forth more specifically in the revised Exhibit 1 to the First Amendment (the “Dedicated Land”). The Dedicated Land consists of 7.3 acres for a community park (Park Site A on Exhibit 1) and two neighborhood parks consisting of a total of 2.2 acres (Park Sites B and C on Exhibit 1).

The Landowner agrees it will construct all three parks in Exhibit 1. Landowner’s obligation to construct the parks requires Landowner to design, construct and install park facility improvements (i.e., “turnkey parks”) consistent with (i) the “Park Development Agreement” being negotiated between the Landowner and the Cordova Recreation and Park District, and (ii) then applicable City standards.

The Parties agree that the timing and complete construction of the parks in Exhibit 1 is a critical issue.

The timing of the construction of park sites shall comply with the requirements identified in the Park Development Agreement. In addition to the general authority under Section 9 of this First Amendment, the City has the specific authority to withhold building permits if construction of park site improvements are not in full compliance with the requirements of this First Amendment or the Park Development Agreement.

Landowner shall pay a park development impact fee for each single-family residential parcel or residential parcel equivalent on the Property to mitigate the costs for the Cordova Recreation and Park District and the City to design, construct and install park improvements (the “Park Development Impact Fee”). The Park Development Impact Fee will be paid prior to issuance of each residential building permit within the Project. The Park Development Impact Fee will be \$2,215 for each single-family residential parcel or residential parcel equivalent. Of the \$2,215 Park Development Impact Fee, \$2,109 is for parks and \$106 is for community open spaces such as but not limited to a public plaza, gathering space, greenway, or paseo.

The Park Development Impact Fee shall be adjusted on March 1, 2014 and annually thereafter no later than March 15th by the method provided in City Ordinance No. 24-2004 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 January issue of the Engineering News Record magazine Construction Cost Index of the year in which the calculation is being made.

- (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 January, however the March 2014 adjustment factor shall be computed by dividing the “mean” index for January 2013.

The Park Development Impact Fee shall not include the cost of park street frontage improvements at parks. If and when the City adopts the Citywide Park Improvement Fee, the Landowner and City agree to explore adjustments to the Park Development Impact Fee. Under no circumstances shall the Landowner be required to pay any new Citywide Park Improvement Fee in addition to the Park Development Impact Fee as set forth in this First Amendment.

City further agrees and acknowledges that the 9.5 acres of park land dedication being provided at the Project pursuant to this First Amendment will satisfy the park land dedication requirements of Resolution No. 28-2005.”

5. Restatement of Section 6.4.2 concerning the “Timing of Dedications and Improvements of Parks.” City and Landowner agree that Section 6.4.2 of the Agreement is hereby deleted and replaced with the following:

“6.4.2 Timing of Dedications of Parks. Landowner shall irrevocably offer to dedicate each park in Exhibit 1 to the Cordova Parks and Recreation District prior to the recordation of any final Subdivision Map. Park sites will not be accepted by the District for maintenance until the Cordova Parks and Recreation District notifies Landowner in writing that it accepts the park as fully satisfying the Landowner’s obligations to construct the park under the terms of the Park Development Agreement.”

6. Restatement of Section 6.4.3 concerning the “In-fill Park and Open Space Renovation and Acquisition Fee.” City and Landowner agree that Section 6.4.3 of the Agreement is hereby deleted and replaced with the following:

“6.4.3 In-fill Park and Open Space Renovation and Acquisition Fee. Landowner agrees that it shall pay City the total sum of One Thousand Dollars (\$1,000) for each residential parcel shown on the final maps for the Property (the “Park Renovation Fee”). Beginning January 1, 2014, the fee shall be adjusted annually on each January 1 based upon the percentage change in the United States Department of Labor Consumer Price Index for all Urban Consumers for the San Francisco-Oakland-San Jose area between April and April of each year. This fee shall be paid to City no later than prior to issuance of the building permit for each residential parcel for the Property. It shall be used by City, at its sole discretion, to acquire, renovate, repair, improve or maintain parks or open space in that portion of the City outlined in Exhibit G to the Amended Development Agreement. This payment is made voluntarily by Landowner. It is in addition to all other existing park fees, and construction and dedication obligations,

including without limitation any fees paid pursuant to California Government Code Section 66477 (the "Quimby Act"). Landowner agrees that it shall not claim any credit or right to reimbursement of any other existing park fees, and construction and dedication obligations, including Quimby Act fees, as a result of paying the Park Renovation Fee required under this Section 6.4.3. If and when the City reduces or eliminates the Park Renovation Fee on a Citywide basis (by adoption of a park tax, special sales tax or other measure), then the Park Renovation Fee under this Section 6.4.3 shall be automatically adjusted to correspond to the new Citywide funding mechanism, provided that the Landowner does not challenge or oppose the approval or implementation of the new Citywide funding mechanism."

7. Restatement of Section 6.4.4 concerning the Police Tax. City and Landowner agree that Section 6.4.4 of the Agreement is hereby deleted and replaced with the following:

"6.4.4 Police Tax. Landowner and City agree that the Property shall be subject to the Police Tax enacted by City Ordinance No. 32-2006 pertaining to Police Tax Zone 28. Within 180 days following the date of the City Council's approval of this First Amendment, the Landowner shall support the annexation of the Project into Community Facilities District 2013-2 (Police Services), and cover Landowner's fair share costs of the CFD annexation not to exceed \$7,000. City agrees that the new CFD will provide that on lands designated for all residential land use categories, the base year FY 2013/2014 Police Maximum Services Special Tax shall be Four Hundred Seventy Dollars and Twenty-Eight Cents (\$470.28) annually per residential unit or residential unit equivalent. 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 new CFD shall further provide that on each July 1 commencing July 1, 2014, the base year Police Special Tax shall be escalated by the increase, if any, in the United States Department of Labor Consumer Price Index (CPI) for All Urban Consumers (1982-84 = 100) for the San Francisco-Oakland-San Jose Area. The CPI used shall be as determined by the United States Department of Labor Bureau of Labor Statistics from April to April as set forth in the Rate and Method of Apportionment for the CFD. However, in no event shall the tax per parcel for any fiscal year be less than the amount established for the prior fiscal year. If the Consumer Price Index is discontinued, or revised, such other government index or computation with which it is replaced shall be used by the CFD in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised. The CFD shall specify that the Police Special Tax shall commence being payable annually following issuance of a building permit for each parcel subject to the Police Special Tax.

Within 60 days of the annexation of the Project into Police Services CFD, the City Council will rescind City Ordinance No. 32-2006 pertaining to Police Tax Zone 28.

The Landowner acknowledges that no final small lot subdivision maps shall be submitted to the City for approval prior to the annexation of the Project into the Police Services CFD.

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 Agreement. 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 Agreement the difference between the amount of the Police Special Tax before the Landowner's vote to repeal or amend the tax, and the amount of the proposed Police Special Tax set forth above."

8. Addition of Section 6.4.6 for Supplemental Traffic Impact Fee. City and Landowner agree to add a new Section 6.4.6 to the Development Agreement as follows to fund traffic improvements to be constructed by the City in order to mitigate for the traffic impacts of the Project:

"6.4.6 New Supplemental Traffic Impact Fee. City and Landowner agree the Landowner shall pay a new supplemental traffic impact development fee to the City in the amount of Five Thousand Sixty Dollars (\$5,060) for each residential lot shown on the final small lot subdivision maps for the Property (the "Supplemental Traffic Impact Fee"). Landowner shall pay the Supplemental Traffic Impact Fee in the following increments: (i) Eight Hundred Sixty-five Dollars (\$865) for each residential lot at the time of recordation of a final subdivision map for the residential lot; and (ii) Four Thousand One Hundred Ninety-five Dollars (\$4,195) at the time of issuance of a building permit for a residential lot. Landowner's agreement to pay the Supplemental Traffic Impact Fee is conditioned upon the effectiveness of the Additional Project Approvals. By agreeing to pay the Supplemental Traffic Impact Fee, City agrees that Landowner and the Property will have satisfied its obligation under the Conditions of Approval and Mitigation Monitoring Reporting Program for offsite traffic improvements and shall not be made subject to constructing or funding the construction of offsite roadway improvements other than those immediately adjacent to the Property, including Douglas Road and associated frontage improvements. City agrees that it will apply the Supplemental Traffic Impact fee to fund the Rancho Cordova Parkway Interchange or the costs of other roadway improvements needed to improve access to U.S. Highway 50 from the Project area. The above Supplemental Traffic Impact Fee will not be subject to increase or decrease as a result of changes in any City traffic impact fees."

9. Violation of CRPD Park Development Agreement. Landowner agrees that the City will be a third party beneficiary of the Park Development Agreement. Landowner agrees that any violation of the Park Development Agreement may be enforced by the City as a violation of this First Amendment.

10. Exhibits. Exhibit B of the Agreement “Large Lot Tentative Subdivision Map”, Exhibit C of the Agreement “Small Lot Tentative Subdivision Map”, Exhibit D-1 of the Agreement “Land use Map for the Property”, and Exhibit D-2 of the Agreement “Land Use Table” are all replaced with Exhibit 1 to this First Amendment “Large Lot / Small Lot Tentative Subdivision Map”. Exhibit 1 to this First Amendment includes all the categories of information previously provided in the four replaced exhibits in the Agreement.

11. Form of Agreement. The last sentence of Section 29 of the Agreement which described the Agreement and its exhibits as constituting the entire understanding and agreement of the parties is hereby deleted.

12. Definition of Terms. All capitalized terms used in this First Amendment shall have the same definition as provided in the Agreement, except where a different definition has been supplied in this First Amendment.

13. All Other Terms Remain in Force. Except as amended by Sections 1 through 10 above, all terms and conditions of the Agreement remain in full force and effect.

14. Recording. Within ten (10) days after the Effective Date, City shall record this First Amendment with the Sacramento County Recorder’s Office.

15. Counterparts. The Parties may execute this First Amendment in counterparts, each of which will be considered an original, but all of which will constitute the same instrument.

16. Entire Agreement. This First Amendment sets forth the Parties’ entire understanding regarding the matters set forth above. It supersedes all prior or contemporaneous agreements, representations, and negotiations regarding those matters (whether written, oral, express, or implied) and may be modified only by another written agreement signed by all Parties. This First Amendment will control if any conflict arises between it and the Agreement.

City of Rancho Cordova**DOUGLAS 105, LLC**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____, 2013

Date: _____, 2013

Approved as to Form
City Attorney

By: _____

[Attach Certificate of Acknowledgment – Civil Code § 1189]

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SACRAMENTO)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SACRAMENTO)

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

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

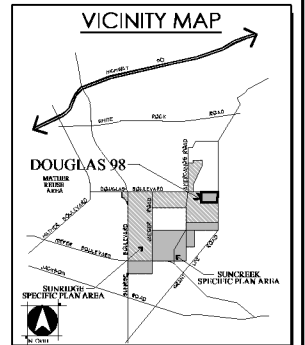
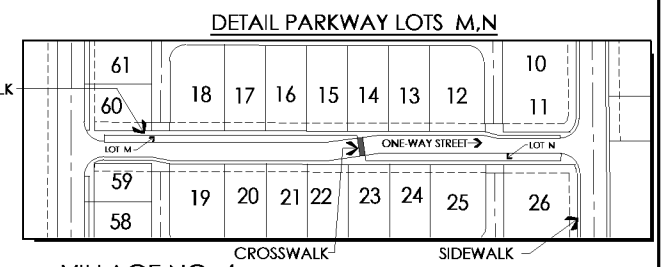
WITNESS my hand and official seal.

Signature _____ (Seal)

2119427.6

DOUGLAS 98

August 14, 2013



PROJECT NOTES

CORNER LAMPLANE
100 CALIFORNIA BLVD.
LA JOLLA, CA 92037
760 COLLEGE TOWN RD. SUITE 201
SACRAMENTO, CA 95805

PLANNER / ENGINEER / SURVEYOR
WOOD ROCHER INC.,
5301 "C" STREET, LA JOLLA
SACRAMENTO, CA 95816
CONTACT: DONNA PASQUANIGROSSI (USE) / JOHN HODGSON P.E.
PHONE: (916) 341 7740

ASSESSOR PARCEL NUMBERS
065 000 0000

AREA
105.1 AC 00.03

EXISTING & PROPOSED GENERAL PLAN
LUL

EXISTING & PROPOSED ZONING
R-1.5, R-2, R-3, R-4

NUMBER OF LOTS/PARCELS
539: SINGLE FAMILY LOTS
540: PARCELS WITH SINGLE-FAMILY RESIDENTIAL VILLAGES
1: NEIGHBORHOOD PARK LOT
2: NEIGHBORHOOD GREEN LOTS
6: PARKWAY LOTS
1: LANDSCAPE CORRIDOR LOTS

PUBLIC SERVICES & FACILITY PROVIDERS
MUNICIPALITY: COUNTY OF SACRAMENTO
WATER: COUNTY OF SACRAMENTO
SACRAMENTO COUNTY SANITATION DISTRICT #1
FIRE/ENGINE: COUNTY OF SACRAMENTO
SCHOOL DISTRICT: SACRAMENTO
SCHOOL DISTRICT
SCHOOL DISTRICT
FIRE DISTRICT: COUNTY OF SACRAMENTO
FIRE DISTRICT: COUNTY OF SACRAMENTO

NOTES:
1. THE BOUNDARY SHOWN HEREIN IS A GRAPHIC REPRESENTATION OF THE DEED AND EASEMENT INTERESTS BASED ON RECORDED INFORMATION.
2. VILLAGES (FAR) LOT NUMBERS 539 THROUGH 540 ARE IDENTIFICATION PURPOSES ONLY AND DOES NOT INDICATE FUTURE ORDER OF DEVELOPMENT.
3. ULTIMATE DEVELOPMENT PLANNING SHALL BE ORDERED AND WILL BE DETERMINED AT THAT TIME AND/OR ANOTHER INTERESTED PARTY STAGE.
4. THE 100% OWNERSHIP SHOWN HEREON WAS HELD ON NOVEMBER 2003.
5. SUEVERVIEW RESERVES THE RIGHT TO FILE MULTIPLE FINAL MAPS PURSUANT TO SECTION 564.1(A) OF THE SURVEYOR MAP ACT.
6. SUEVERVIEW WILL VARY SIZE, SETBACKS AND P.U.E. NOTES AND THIS MAP LAYOUT FOR MORE DETAIL.

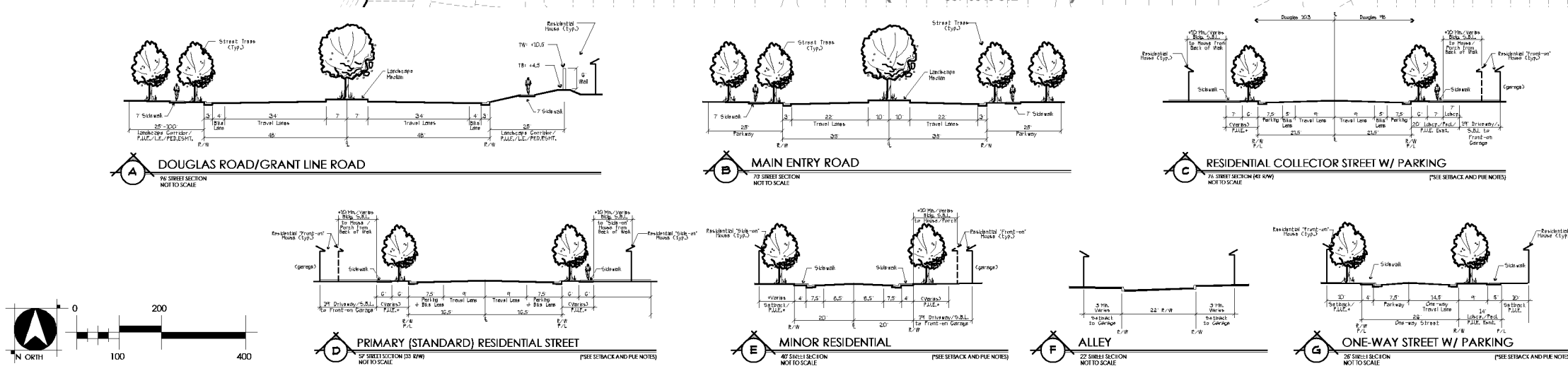
LAND USE SUMMARY

LOT NO./DIP/PLAT/SEC.	USE	ACRES (C)	ACRES (N)	TOTAL
VILLAGE 1, S & T	S 1/4 SECTION 36 (SW/4TH TYP.)	33.6	39.9	153
VILLAGE 2, S & E	S 1/4 SECTION 36 (SW/4TH TYP.)	41.7	37.9	240
VILLAGE 3	S 1/4 SECTION 36 (SW/4TH TYP.)	7.0	7.0	51
VILLAGE 5	S 1/4 SECTION 36 (SW/4TH TYP.)	11.9	11.6	84
SUB-TOTAL		94.2	85.2	528
LOT A	NEIGHBORHOOD PARK	8.9	7.3	-
LOT B	NEIGHBORHOOD CORPUS	1.4	1.1	-
LOT C	NEIGHBORHOOD GREEN	1.1	1.1	-
LOT D	CRAMMING PARKWAY*	-	3.4	-
LOT E	LANEWAY* (PETERSDEN PARKWAY*)	-	0.3	-
LOT F, H, I, & J	LANEWAY* (PETERSDEN PARKWAY*)	-	1.4	-
LOT G, L, M, N	LANEWAY* (CONCORD)	-	1.4	-
LOT G, L, M, N	LANEWAY* (PETERSDEN PARKWAY*)	-	-	-
DONATEE & GRANT LANE ROADS	MAJOR ROAD*	-	5.2	-
SUB-TOTAL		11.0	26.3	-
TOTAL		105.2 ACRES	105.5 ACRES	528

* MAJOR ROADS, PARKWAY AND LANDSCAPE CORRIDOR TOTALS ALREADY INCLUDED IN GROSS ACRES OF ABOVE PARCELS.

* GROSS ACRES NOT IN LOT A, I STREET, PARKWAY & LANEWAY* CORRIDOR TOTALS.

NET ACRES OF LOT 10, LOT 11, LOT 12, LOT 13, LOT 14, LOT 15, LOT 16, LOT 17, LOT 18, LOT 19, LOT 20, LOT 21, LOT 22, LOT 23, LOT 24, LOT 25, LOT 26, LOT 27, LOT 28, LOT 29, LOT 30, LOT 31, LOT 32, LOT 33, LOT 34, LOT 35, LOT 36, LOT 37, LOT 38, LOT 39, LOT 40, LOT 41, LOT 42, LOT 43, LOT 44, LOT 45, LOT 46, LOT 47, LOT 48, LOT 49, LOT 50, LOT 51, LOT 52, LOT 53, LOT 54, LOT 55, LOT 56, LOT 57, LOT 58, LOT 59, LOT 60, LOT 61, LOT 62, LOT 63, LOT 64, LOT 65, LOT 66, LOT 67, LOT 68, LOT 69, LOT 70, LOT 71, LOT 72, LOT 73, LOT 74, LOT 75, LOT 76, LOT 77, LOT 78, LOT 79, LOT 80, LOT 81, LOT 82, LOT 83, LOT 84, LOT 85, LOT 86, LOT 87, LOT 88, LOT 89, LOT 90, LOT 91, LOT 92, LOT 93, LOT 94, LOT 95, LOT 96, LOT 97, LOT 98, LOT 99, LOT 100, LOT 101, LOT 102, LOT 103, LOT 104, LOT 105, LOT 106, LOT 107, LOT 108, LOT 109, LOT 110, LOT 111, LOT 112, LOT 113, LOT 114, LOT 115, LOT 116, LOT 117, LOT 118, LOT 119, LOT 120, LOT 121, LOT 122, LOT 123, LOT 124, LOT 125, LOT 126, LOT 127, LOT 128, LOT 129, LOT 130, LOT 131, LOT 132, LOT 133, LOT 134, LOT 135, LOT 136, LOT 137, LOT 138, LOT 139, LOT 140, LOT 141, LOT 142, LOT 143, LOT 144, LOT 145, LOT 146, LOT 147, LOT 148, LOT 149, LOT 150, LOT 151, LOT 152, LOT 153, LOT 154, LOT 155, LOT 156, LOT 157, LOT 158, LOT 159, LOT 160, LOT 161, LOT 162, LOT 163, LOT 164, LOT 165, LOT 166, LOT 167, LOT 168, LOT 169, LOT 170, LOT 171, LOT 172, LOT 173, LOT 174, LOT 175, LOT 176, LOT 177, LOT 178, LOT 179, LOT 180, LOT 181, LOT 182, LOT 183, LOT 184, LOT 185, LOT 186, LOT 187, LOT 188, LOT 189, LOT 190, LOT 191, LOT 192, LOT 193, LOT 194, LOT 195, LOT 196, LOT 197, LOT 198, LOT 199, LOT 200, LOT 201, LOT 202, LOT 203, LOT 204, LOT 205, LOT 206, LOT 207, LOT 208, LOT 209, LOT 210, LOT 211, LOT 212, LOT 213, LOT 214, LOT 215, LOT 216, LOT 217, LOT 218, LOT 219, LOT 220, LOT 221, LOT 222, LOT 223, LOT 224, LOT 225, LOT 226, LOT 227, LOT 228, LOT 229, LOT 230, LOT 231, LOT 232, LOT 233, LOT 234, LOT 235, LOT 236, LOT 237, LOT 238, LOT 239, LOT 240, LOT 241, LOT 242, LOT 243, LOT 244, LOT 245, LOT 246, LOT 247, LOT 248, LOT 249, LOT 250, LOT 251, LOT 252, LOT 253, LOT 254, LOT 255, LOT 256, LOT 257, LOT 258, LOT 259, LOT 260, LOT 261, LOT 262, LOT 263, LOT 264, LOT 265, LOT 266, LOT 267, LOT 268, LOT 269, LOT 270, LOT 271, LOT 272, LOT 273, LOT 274, LOT 275, LOT 276, LOT 277, LOT 278, LOT 279, LOT 280, LOT 281, LOT 282, LOT 283, LOT 284, LOT 285, LOT 286, LOT 287, LOT 288, LOT 289, LOT 290, LOT 291, LOT 292, LOT 293, LOT 294, LOT 295, LOT 296, LOT 297, LOT 298, LOT 299, LOT 300, LOT 301, LOT 302, LOT 303, LOT 304, LOT 305, LOT 306, LOT 307, LOT 308, LOT 309, LOT 310, LOT 311, LOT 312, LOT 313, LOT 314, LOT 315, LOT 316, LOT 317, LOT 318, LOT 319, LOT 320, LOT 321, LOT 322, LOT 323, LOT 324, LOT 325, LOT 326, LOT 327, LOT 328, LOT 329, LOT 330, LOT 331, LOT 332, LOT 333, LOT 334, LOT 335, LOT 336, LOT 337, LOT 338, LOT 339, LOT 340, LOT 341, LOT 342, LOT 343, LOT 344, LOT 345, LOT 346, LOT 347, LOT 348, LOT 349, LOT 350, LOT 351, LOT 352, LOT 353, LOT 354, LOT 355, LOT 356, LOT 357, LOT 358, LOT 359, LOT 360, LOT 361, LOT 362, LOT 363, LOT 364, LOT 365, LOT 366, LOT 367, LOT 368, LOT 369, LOT 370, LOT 371, LOT 372, LOT 373, LOT 374, LOT 375, LOT 376, LOT 377, LOT 378, LOT 379, LOT 380, LOT 381, LOT 382, LOT 383, LOT 384, LOT 385, LOT 386, LOT 387, LOT 388, LOT 389, LOT 390, LOT 391, LOT 392, LOT 393, LOT 394, LOT 395, LOT 396, LOT 397, LOT 398, LOT 399, LOT 400, LOT 401, LOT 402, LOT 403, LOT 404, LOT 405, LOT 406, LOT 407, LOT 408, LOT 409, LOT 410, LOT 411, LOT 412, LOT 413, LOT 414, LOT 415, LOT 416, LOT 417, LOT 418, LOT 419, LOT 420, LOT 421, LOT 422, LOT 423, LOT 424, LOT 425, LOT 426, LOT 427, LOT 428, LOT 429, LOT 430, LOT 431, LOT 432, LOT 433, LOT 434, LOT 435, LOT 436, LOT 437, LOT 438, LOT 439, LOT 440, LOT 441, LOT 442, LOT 443, LOT 444, LOT 445, LOT 446, LOT 447, LOT 448, LOT 449, LOT 450, LOT 451, LOT 452, LOT 453, LOT 454, LOT 455, LOT 456, LOT 457, LOT 458, LOT 459, LOT 460, LOT 461, LOT 462, LOT 463, LOT 464, LOT 465, LOT 466, LOT 467, LOT 468, LOT 469, LOT 470, LOT 471, LOT 472, LOT 473, LOT 474, LOT 475, LOT 476, LOT 477, LOT 478, LOT 479, LOT 480, LOT 481, LOT 482, LOT 483, LOT 484, LOT 485, LOT 486, LOT 487, LOT 488, LOT 489, LOT 490, LOT 491, LOT 492, LOT 493, LOT 494, LOT 495, LOT 496, LOT 497, LOT 498, LOT 499, LOT 500, LOT 501, LOT 502, LOT 503, LOT 504, LOT 505, LOT 506, LOT 507, LOT 508, LOT 509, LOT 510, LOT 511, LOT 512, LOT 513, LOT 514, LOT 515, LOT 516, LOT 517, LOT 518, LOT 519, LOT 520, LOT 521, LOT 522, LOT 523, LOT 524, LOT 525, LOT



ATTACHMENT 3**CITY OF RANCHO CORDOVA****RESOLUTION NO. 103-2013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
ADOPTING AN ADDENDUM TO AN ENVIRONMENTAL IMPACT REPORT, AMENDING
MITIGATION MEASURE 37a OF THE MMRP FOR THE SDCP/SRSP EIR, AND
APPROVING AN AMENDED TENTATIVE SUBDIVISION MAP, WITH CONDITIONS OF
APPROVAL FOR THE DOUGLAS 98 II PROJECT ASSESSOR PARCEL NUMBERS
APN 067-0040-021, PROJECT NO. DD7962**

WHEREAS, the Douglas 98 II Project is part of the Sunrise Douglas Community Plan ("SDCP") and Sunridge Specific Plan ("SRSP") approved by the County of Sacramento ("County") in July 2002. The County certified an environmental impact report ("EIR") for the SDCP and SRSP in July 2002 (State Clearinghouse Number 97022055) ("SDCP/SRSP EIR") prepared in accordance with the California Environmental Quality Act ("CEQA"). On November 7, 2011, the City certified a Court-Ordered Partially Revised Draft Environmental Impact Report (Revised DEIR) to the SDCP/SRSP EIR addressing long-term water supply plan and other water supply related issues (State Clearinghouse Number 97022055); and

WHEREAS, the City Council originally approved a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Map for the Douglas 98 Project in February and March of 2006 as part of its approval for the Sunridge East Projects ("Existing Project"). The City adopted a Mitigated Negative Declaration as the CEQA environmental review for these approvals ("Sunridge East MND") which relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge East MND; and

WHEREAS, on April 19, 2006, the City Council approved an Addendum pursuant to CEQA ("2006 Addendum") to the SDCP/SRSP EIR that analyzed the impact of revisions to Mitigation Measures in the Master Mitigation Monitoring and Reporting Program for the SDCP/SRSP EIR ("MMRP") relating to phasing of certain transportation improvements (City Council Resolution No. 31-2006). The mitigation measures establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation improvements (the "Transportation Improvements Thresholds"). The City Council approved amendments to the Transportation Improvement Thresholds as set forth in City Council Resolution No. 31-2006. Those Transportation Improvement Thresholds remain applicable to the Douglas 98 Project; and

WHEREAS, the 2006 Addendum found that the amendments to the Transportation Improvements Thresholds would not create a new or substantially more severe significant environmental impact than those previously identified in the SDCP/SRSP EIR. Therefore, no supplement to the SDCP/SRSP EIR and no further environmental review was required under CEQA; and

WHEREAS, the City adopted its General Plan and certified the General Plan EIR in June 2006 which included the SRSP and the Existing Project; and

ATTACHMENT 3

WHEREAS, on May 8, 2013, Douglas Road 105 LLC (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Rezone, an amended Tentative Subdivision Map, an amendment to an existing Development Agreement, and a minor clarifying amendment to the Transportation Improvements Thresholds in Mitigation Measure 37a in the SDCP/SRSP EIR MMRP ("MM 37a Amendment") for the existing Douglas 98 II project (collectively, "Project"); and

WHEREAS, the City Council is the appropriate authority to hear and take action on this Project; and

WHEREAS, the 528 residential lots authorized under the Project Tentative Subdivision Map would result in about 6,670 entitled residential lots in the SRSP area. Since this number of lots would exceed the 6,500 lot threshold in Mitigation Measure 37a, the City contracted with DKS Associates to perform a traffic analysis to determine if the approval of the lots under the Project maps would result in unacceptable traffic conditions as allowed under the Mitigation Measure. The results of the DKS traffic analysis are set forth in the Technical Memorandum on the Traffic Impacts of the Douglas 98 Project by DKS Associates dated August 7, 2013 ("DKS Memo"); and

WHEREAS, the DKS Memo concludes that the traffic generated by the currently approved residential lots in the SRSP area with the addition of the 528 Project lots would not result in unacceptable traffic conditions without the completion of the construction of all of the improvements listed in Mitigation Measure 37a prior to the traffic generated by the development of the lots; and

WHEREAS, the Project developer has agreed in the proposed amendment to the Development Agreement to pay a supplemental traffic impact fee which will be used to fund the traffic improvements identified in Mitigation Measure 37a and other traffic improvements needed to serve the Project; and

WHEREAS, the City prepared an Addendum to analyze whether supplemental environmental review to the SDCP/SRSP EIR, Sunridge East MND, the 2006 Addendum and General Plan EIR were required for the Project under CEQA ("2013 Addendum"). The analysis in the 2013 Addendum shows that none of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Project impacts are identified in the SDCP/SRSP EIR, Sunridge East MND and 2006 Addendum and no further environmental review is required under CEQA; and

WHEREAS, the City Council considered the requests at a duly noticed public hearing on August 19, 2013 and received a staff report and public testimony at the public hearing; and

WHEREAS, the City Council considered the 2013 Addendum and the SDCP/SRSP EIR, Sunridge East MND, the 2006 Addendum and General Plan EIR prior to approving the Project.

ATTACHMENT 3**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA HEREBY RESOLVES AS FOLLOWS:****1. California Environmental Quality Act (CEQA)**

Finding: None of the standards under CEQA for preparation of subsequent or supplement environmental review (either a Negative Declaration or EIR) have occurred or are met for the Project. The Project impacts are identified in the SDCP/SRSP EIR, Sunridge East MND, 2006 Addendum and General Plan EIR and no further environmental review is required under CEQA.

Evidence: These findings constitute a summary of the information contained in the entire record relating to the Project. The detailed facts to support the findings are set forth in the 2013 Addendum, including the DKS Memo, and elsewhere in the record. Other facts and information in the record that support each finding that are not included below are incorporated herein by reference.

- A. The Project involves modifications to the Existing Project analyzed in the SDCP/SRSP EIR, Sunridge East MND, 2006 Addendum and General Plan EIR, which are collectively referred to herein as "Approved CEQA Documents". Pursuant to CEQA, the City analyzed whether the changes to the Existing Project or other circumstances met the CEQA requirements for preparing supplemental environmental review (Public Resources Code Section 21165 or CEQA Guidelines Sections 15162 or 15163).
- B. The modifications to the Existing Project are as follows: 528 single family dwelling lots, a reduction of 165 lots than the 693 lots in the Existing Project; rezoning 3.1 acres of Open Space to RD-5 Single Family Residential; reduction to certain street sections; amendment to Development Agreement terms regarding parks, open space and fees; and the Mitigation Measure 37a Amendment. These proposed modifications to the Existing Project are collectively referred to herein as "Project Modifications".
- C. These Project Modifications do not trigger any of the standards for the preparation of supplemental environmental review under Public Resources Code Section 21165 or CEQA Guidelines Sections 15162 or 15163.
- D. The Project Modifications do not constitute substantial changes to the Existing Project that will require major revisions to the approved CEQA documents due to new significant environmental effects or a substantial increase in severity of previously identified significant effects. The Project Modifications do not constitute substantial changes to the Existing Project. The Project Modifications reduce the number of residential units that are part of the Project and the amendment to the developable area is minor. The Mitigation Measure 37a Amendment is a minor modification that clarifies that the number of units permitted in the threshold may be modified if a traffic analysis shows the modification will not result in unacceptable traffic conditions.
- E. The Project Modifications will not result in new or substantially more severe significant impacts that were not identified in the Approved CEQA Documents. As set forth in the 2013 Addendum, the Project Modifications would have

ATTACHMENT 3

similar or lesser impacts than those identified in the Approved CEQA Documents. This is primarily due to the fact that the Project will result in a reduction in units from the Existing Project and the area disturbed by the Project is essentially the same.

- F. The City is not aware of any new information of substantial importance or substantial changes in circumstances that would result in new or substantially more severe impacts or meet any other standards in Sections 21165 or CEQA Guidelines Sections 15162 or 15163. The impacts of development of urban uses within the City limits and Planning Area were analyzed in the General Plan EIR. There have been no major amendments to the City General Plan that significantly change projected development in the City under the City's 2006 General Plan which included the SRSP and the Existing Project. Furthermore, due to the recession, development is proceeding slower than was projected under the Approved CEQA Documents.

Finding: An exception from the requirements of Mitigation Measure 37a as amended is approved for the Project as authorized under the MMRP.

Evidence: Mitigation Measure 37a was intended to allow the City to approve lots for residential units in the SRSP area in excess of 6,500 without the completion of construction of all of the improvements listed in the Mitigation Measure prior to the traffic generated by the development of the lots, if a traffic analysis showed that the traffic generated would not result in unacceptable conditions. This intention is evidence in the Implementation section of the original Mitigation Measure 37a. The language of Mitigation Measure 37a has been amended as part of the Project.

Based on the evidence in the DKS Memo and elsewhere in the record, the traffic generated by the currently approved lots in the SRSP area (approximately 6150 lots) with the addition of the 528 Project lots would not result in unacceptable traffic conditions without the completion of construction of all of the improvements listed in the Mitigation Measure prior to the traffic generated by the development of the lots. The Project developer has agreed in the proposed amendment to the Development Agreement to pay a supplemental traffic impact fee which will be used to fund the traffic improvements identified in Mitigation Measure 37a and other traffic improvements needed to serve the Project.

2. Amended Tentative Subdivision Maps (**Exhibit 3A**) would adjust the original plan adopted in 2006, wherein the new plan includes 528 single family dwelling lots, a reduction of 165 lots less than the original approval of 693, subject to the Conditions of Approval (**Exhibit 3B**) for the Douglas 98 II Project.

Finding: Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map, if it makes any of the following findings:

1. That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.
2. That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.
3. That the site is not physically suitable for the type of development.

ATTACHMENT 3

4. That the site is not physically suitable for the proposed density of development.
5. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
7. That the design of the subdivision or type of improvements will conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision.

Evidence: The above Findings #1 through #6 do not apply to the proposed Tentative Subdivision Map, for the following reasons:

1. The proposed Map is consistent with the density limits as specified in the vested Land Use Policy Plan of the General Plan, as amended. The new plan is less impacting than the original Land Plan, due to the reduction of 165 lots for a new total of 528 lots.
2. The proposed Project is providing its park and open space obligations through dedication of 7.75 acres for parks and 2.2 acres of City open space lands, with public greenways linking the parks. As proposed, the Project will not meet the current land dedication requirement standard of 5 acres/1000 population of parks (Quimby) and 1.75 acres of City Open Space per 1,000 residents; however, should the City reduce its City Open Space standard from 1.75 acres per 1,000 residents to a new standard of 1.0 acres per 1,000 residents, the Developer will be able to meet the standard. A condition of approval is included that requires the payment of in lieu fees for the current park obligation should the City not change its open space standard.
3. The design or improvements of the proposed subdivision is consistent with the goals of the Rancho Cordova General Plan. The Project is consistent with the adopted design guidelines for subdivision design that promotes internal pedestrian connectivity using greenways and trails, and providing a street system that interconnects with the other projects in the area.
4. The site is physically suitable for the proposed development. The Applicant is proposing to reduce the original project lots from 693 to 528. The Project can be served by all necessary services, and has provided documentation to meet the requirements of Government Code Section 66473.7.
5. The site is physically suitable for the proposed density of development. The Douglas 98 II Project, as amended, would still provide suitable area for future housing products that was originally conceived in the planning area. A reduction of approximately 25% of the original project is being changed by this action.
6. The design of the subdivision and improvements are not likely to cause substantial environmental damage, injure fish and wildlife or cause serious health problems. The 2013 Addendum and Approved CEQA Documents

ATTACHMENT 3

analyze the impacts of the Project. Mitigation Measures are imposed on the Project under the MMRP and the Project is subject to the policies in the City General Plan to reduce and mitigate environmental impacts. Based on the foregoing, the subdivision and improvements are not likely to cause substantial environmental damage, injure fish and wildlife or cause serious health problems.

7. No conflict with easements acquired by the public at large, for access through or use of, property within the proposed subdivision, have been identified.

NOW THEREFORE BE IT FURTHER RESOLVED, that the City Council of the City of Rancho Cordova hereby:

1. Approves and adopts the 2013 Addendum; and
2. Approves an amendment to Mitigation Measure 37a in the Master Mitigation Monitoring and Reporting Program for the Sunrise Douglas Community Plan and SunRidge Specific Plan Environmental Impact Report as set forth in **Exhibit 3C**; and
3. Approves the amended tentative subdivision map as set forth in **Exhibit 3A** attached hereto, with conditions of approval as set forth in **Exhibit 3B** attached hereto, for the Douglas 98 II Project.

EFFECTIVE DATE: This Resolution shall take effect upon the effective date of Ordinance No. 26-2013 rezoning a portion of the new Douglas 98 II Project and amending the original Development Agreement for the Douglas 98 Project.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 19th day of August, 2013.

AYES:

NOES:

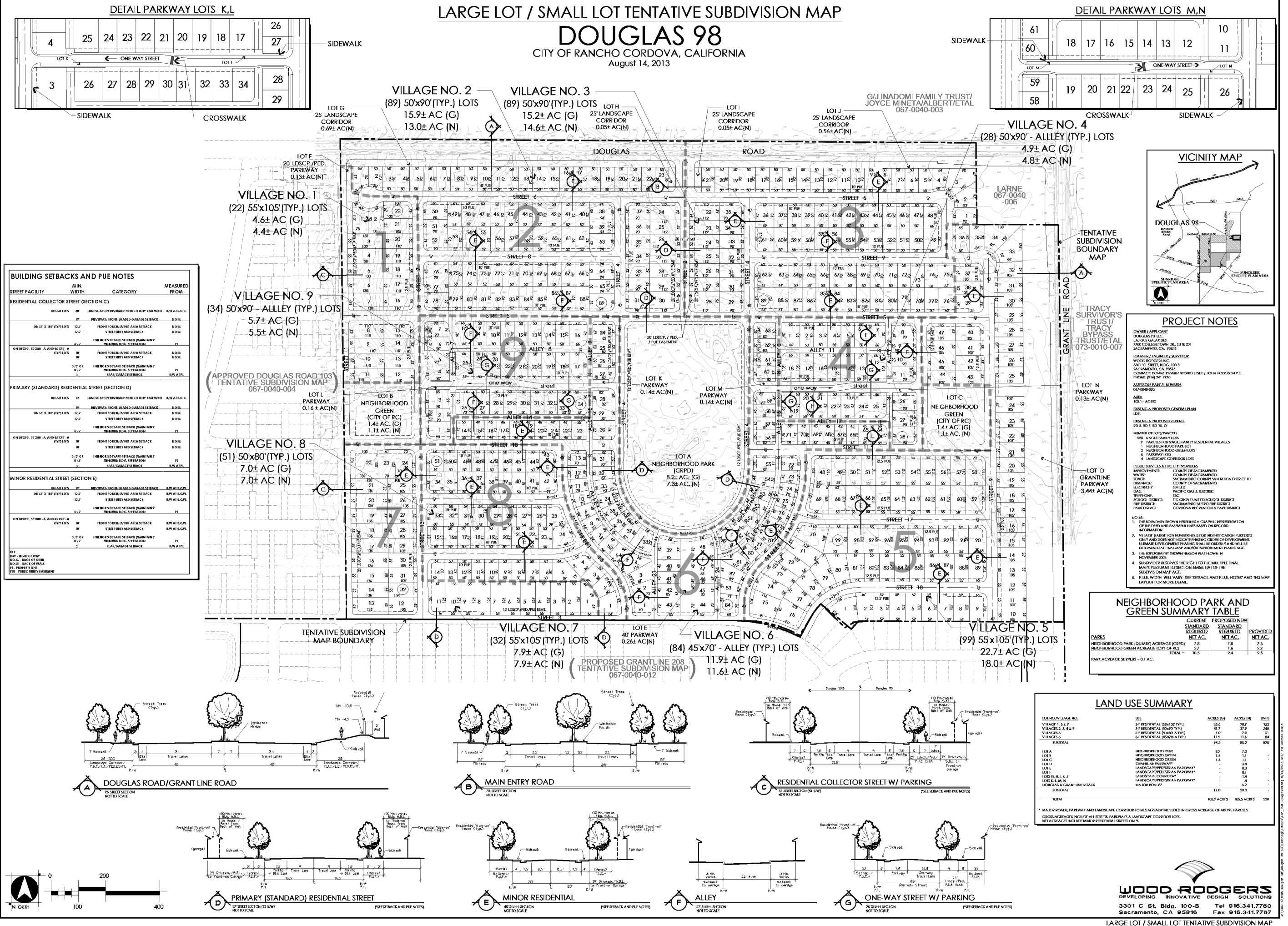
ABSENT:

ABSTAIN:

Linda Budge, Mayor

ATTEST:

Mindy Cuppy, CMC, City Clerk
2122438.1



Conditions of Approval

	<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
1.	On-Going	Planning	
This approval is for a new amended tentative map to reduce the original 693 lots to 528 lots. A rezone of approximately 3.1 acres of Open Space Zone to RD-5 Single Family Residential and amend an existing Development Agreement terms and conditions. This approval will become effective when Ordinance 26-2013 is fully executed and effective. Based in part on the traffic analysis in the 2013 Addendum to the EIR, the zoning conditions and mitigation measures applicable to the SunRidge Specific Plan for offsite traffic improvements tied to a traffic threshold cap will be satisfied through the payment of the supplemental traffic fee as described in the development agreement.			
2.	Three years, commencing with the date of approval.	Planning	
The Tentative Subdivision Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of a Development Agreement.			
3.	On-Going	Planning	
The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.			

City Council–**DRAFT**
August 19, 2013

1 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
4.	The applicant shall comply with all the mitigation measures included in the Mitigated Negative Declaration dated August, 2005, accept as provided herein, and pay the costs of any technical consultant services incurred during implementation of the MMRP. The initial estimate of these costs is \$7,500. If the initial estimate exceeds the actual monitoring costs, the balance shall be refunded to the proponent, and if the actual monitoring costs exceed the initial estimate, the proponent shall be responsible to pay the additional amount.	On-Going	Planning	
5.	Repair all damage to existing road system attributed to the construction of the project, as determined by the Public Works Director.	On-Going	Public Works	
	Prior to Grading or Improvement Plan Approval.			
6.	Applicant shall pay any outstanding staff costs associated with the preparation of the tentative map.	Prior to Issuance of Improvement Plans or grading permit.	Finance	
7.	If any prehistoric, archaeological, paleontological, or historic artifacts, or other indications of archaeological resources are found once the project construction is underway, all work in the immediate vicinity must stop and the City shall be immediately notified. An archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, shall be retained to evaluate the finds and recommend appropriate mitigation measures.	During initial site development, grading or brush clearing.	Planning	

City Council–**DRAFT**
August 19, 2013

2 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
8.	The improvement plans for the project will not be approved until: a) The environmental document for the off-site water production, conveyance, storage, and pumping facilities is certified by the Sacramento County Water Agency (SCWA); b) Finance agreements for the off-site water production, conveyance, storage, and pumping facilities have been entered into; and c) Construction contracts for the off-site water production, conveyance, storage, and pumping facilities have been executed and a <i>Notice to Proceed</i> has been issued.	Prior to Issuance of Improvement Plans or Final Map, whichever comes first.	SCWA	
9.	Prior to any earth-moving activities on the project site, initiated between February 1 and August 31, a survey shall be performed to determine if active burrowing owl nesting is taking place on the project site. Surveys shall be conducted no less than 14 days and no more than 30 days prior to commencement of construction activities. If occupied burrows are observed, consultation with the Department of Fish and Game shall occur in order to determine the measures that must be implemented for protection of burrowing owls. The applicant shall comply with the requirements of Fish and Game to avoid taking of burrowing owls.	Prior to Improvement Plans	Planning	
10.	All work regulated under Army Corps of Engineers, shall not be conducted until the applicant obtains all necessary US Army Corps of Engineers permits pursuant to Section 404 of the Clean Water Act, and all necessary Endangered Species Act permits. Deductions of Irrevocable Offers of Dedication are exempt from this requirement.	Prior to any ground disturbance.	Planning	

City Council—**DRAFT**
August 19, 2013

3 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
11.	Prior to the approval of any grading permits or improvement plans for offsite improvements, the project applicant or property owner shall obtain all applicable permits from the U. S. Army Corps of Engineers and shall comply with General Plan Conservation Element Policy No. CO-96 as it pertains to no net loss of wetlands. A copy of any required Corps permits and verification of compliance with General Plan Conservation Element Policy No. CO-96 regarding no net loss of wetlands shall be submitted.	Prior to Improvement Plans or Final Map, whichever comes first.	Planning	
12.	The Stormwater Pollution Prevention Plan in place for the site shall be revised to include, and any future Stormwater Pollution Prevention Plans for the site shall include implementation of a process to remove fine clay sediments prior to discharge to Sacramento County's storm drain system and/or Waters of the State (e.g., creeks, rivers) to the satisfaction of the Stormwater Quality Division of the County Department of Water Resources. A polymer treatment system or comparable process shall be designed and implemented by qualified professionals with training and proven experience in this field. Such treatment shall be accomplished in a manner that does not pose a toxic threat to fish and other aquatic organisms in receiving waters.	Prior to Improvement Plans	Water Resources	
13.	County Sanitation District 1 (CSD-1/District) shall require an approved sewer study. The study shall demonstrate the quantity of discharge and any "flow through sewage" along with appropriate pipe size and related appurtenances from this project, and other upstream areas and shall be done in accordance with the Districts "Minimum Sewer Study Requirements" of June 15, 2005. The study shall be done on a no "Shed-shift" basis unless approved by the District in advance and in compliance with Sacramento County Improvement Standards. The applicant maybe required to upgrade the interim pump station currently	Prior to Improvement Plans or Final Map, whichever comes first.	CSD-1	

City Council--**DRAFT**
August 19, 2013

4 of 18

"Douglas 98 II" Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	situated within the Anatolia Subdivision.			
14.	Resolution 11-2006 requires the installation of a dual plumed system, one potable system and one system, a purple pipe system, for irrigation use only in new parks, golf courses, school fields, street medians and commercial/industrial areas. This scenario also includes the installation of the public recycled water distribution systems within new developments. This requirement shall be installed to the satisfaction of the City Engineer, prior to acceptance of the system for public maintenance.	Prior to Improvement Plans	Public Works	
15.	Traffic control devices shall be designed where needed to the satisfaction of the City Engineer. Traffic control locations will be determined at time of improvement plan submittal.	Prior to Improvement Plans	Public Works	
16.	Provide drainage easements as needed and pay any fee required by the Sacramento County Water Agency Code. Install facilities pursuant to the City of Rancho Cordova Floodplain Management Ordinance, Sacramento County Water Agency Code, and City of Rancho Cordova Improvement Standards. Complete and implement a master drainage study for the project, with approval from County of Sacramento Department of Water Resources of the Public Works Agency.	Prior to Improvement Plans or Final Map, whichever comes first.	Water Resources	
17.	Provide <u>off-site</u> drainage easements as needed and pay any fee required by the Sacramento County Water Agency Code. Install <u>off-site</u> facilities pursuant to the City of Rancho Cordova Floodplain Management Ordinance, Sacramento County Water Agency Code, and City of Rancho	Prior to Improvement Plans or Final Map, whichever	Water Resources	

City Council–**DRAFT**
August 19, 2013

5 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	Cordova Improvement Standards.	comes first.		
18.	A Notice of Intent (NOI) must be filed with the state Water Resources Control Board prior to construction to obtain coverage under the State's General Construction Activity Stormwater Permit. As a condition of the General Permit, a Stormwater Pollution Prevention Plan (SWPPP) must be developed for the project.	Prior to Improvement Plans	Water Resources	
19.	Provide hydromodification mitigation in accordance with applicable City ordinances & standards, and state and federal law. This condition must be applied to priority projects beginning one year after the Regional Water Board approves the HMP (they are predicted to approve the HMP in October of 2013). Projects <u>may</u> be exempted from hydromodification mitigation requirements based on being "Approved" and if they meet the criteria approved by the Water Quality Control Board.	Prior to Improvement Plans	Water Resources	
20.	Locate and isolate all water wells. Properly destroy under permit to the Environmental Health Department all wells and septic tanks prior to issuing grading permits or prior to map recordation if grading permits are not issued. Ground water extraction wells for remediation of contaminated ground water shall be reviewed and approved.	At Improvement Plans/ grading permit issuance	Environmental Health	
21.	All Park Capital Improvement Plans and Specifications for parks and other areas to be owned and maintained by the District must be prepared by a licensed landscape architect mutually acceptable to the District and developer.	Prior to the issuance of improvement plans	Parks	
22.	Developer shall provide adequate drainage facilities to the boundary of	Prior to the	Parks	

City Council--**DRAFT**
August 19, 2013

6 of 18

"Douglas 98 II" Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	the park site at a depth sufficient to accept all drainage requirements for the improved park site. Cordova Recreation and Park District and the City shall review and approve the public improvement plans for the street frontages and utilities adjacent to a park site prior to installation.	issuance of improvement plans		
23.	Developer shall prepare improvement plans and construct or bond for the dedicated landscape corridors, trails and other open space facilities, according to the approved tentative map, and to the satisfaction of the City Engineer. The following specifications shall be applied to trails in the project: ▪ Trails must be located above the 10-year flood plain. ▪ Open fencing shall be required along all open space, drainage corridors and parkways, constructed in accordance with plans and specifications approved by the City, unless otherwise specified in these conditions. ▪ Provide a striped pedestrian crossing for the trail system when it crosses a public right of way. ▪ Developer shall install all required signage for the trail.	Prior to the issuance of improvement plans or final map, whichever comes first.	Public Works and Planning	
24.	Provide utility stubs into the park site for electricity, water, drainage, phone, and sewer on Improvement Plans. A natural gas stub shall be provided on large neighborhood park sites, community park sites, and where otherwise specified by the District. The District shall give written approval for all locations of utility service points of connection on all land to be dedicated or maintained by the Cordova Recreation and Park	Prior to Issuance of Improvement Plans	Public Works and Parks	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	District, 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.			
25.	Developer shall rough grade the park site pursuant to the capital improvement plans and specifications approved by the Cordova Recreation and Park District so that there are no excessive amounts of dirt or depressions.	Prior to final inspection of the rough grading plan.	Public Works	
	Prior to Recordation of the Large Lot Final Map			
26.	Grant the right of direct vehicular access to the City along Grant Line Road	Prior to the recording of the Large Lot Map	Public Works	
27.	Grant Irrevocable Offer of Dedication for all streets to serve the Large Lots, to the satisfaction of the City Engineer.	Prior to recording of the Large Lot Map	Public Works	
28.	Dedicate the right of way for Douglas Road and Grant Line Road, within the project boundary, based on the designed width shown on the map, pursuant to the City Improvement Standards and to the satisfaction of the City Engineer.	Prior to recording of the Large Lot Map	Public Works	
	Prior to Recordation of the Final Map			
29.	Developer shall pay in lieu fee for 1.0 acres of open space. Should the City reduce its City Open Space standard from 1.75 acres per 1,000	Prior to Recordation	City/Parks	

City Council–**DRAFT**
August 19, 2013

8 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	residents to a new standard of 1.0 acres per 1,000 residents the in lieu fee obligation is not required.	of the Subdivision Map		
30.	Dedicate the right of way for Douglas Road and Grant Line Road, within the project boundary, based on the designed width shown on the map, pursuant the City Improvement Standards and to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
31.	In order to obtain sewer service, sewer easements may be required for the construction of public collector and trunk sewer to the satisfaction of County Sanitation District 1 (CSD-1). Design of public sewer shall be coordinated with and approved by CSD-1. All sewer easements shall be dedicated to CSD-1, be 20 feet in width and ensure continuous access for maintenance. Sacramento County Improvement Standards apply to any on-site sewer construction.	Prior to Recordation of the Subdivision Map	CSD-1	
32.	Property Owner/Applicant shall participate in a funding mechanism for maintenance services for the 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, and street lights. This may be accomplished through annexation to the City Road Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	
33.	Property Owner/Applicant shall provide or agree to a funding mechanism for maintenance of frontage and median landscaping by annexation to	Prior to recording of the	Public Works	

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	the City Landscape Maintenance Community Facilities District. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	final map.		
34.	Property Owner/Applicant shall work with Cordova Recreation and Park District to provide or agree to a funding mechanism for maintenance of park landscaping and associated facilities. All costs associated with the annexation shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Parks	
35.	Property Owner/Applicant shall participate in the provision of a variety of transportation demand management (TDM) services to implement an overall strategy that will contribute to the goal of reducing vehicle trips to improve mobility and coincidentally reduce air quality impacts. This shall be accomplished by voting to approve a transit related services special tax for the parcels created by the project. All costs associated with the election shall be borne by the Property Owner/Applicant.	Prior to recording of the final map.	Public Works	
36.	Property Owner/Applicant shall provide a traffic study and coordinate with Public Works staff to develop a timing strategy that identifies the delivery of on-site roadways and improvements to Douglas Road with the incremental approval of entitlements.	Prior to the recording of final maps.	Public Works	
37.	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 for all units that take front access. Alley loaded homes shall locate water and sewer facilities to the satisfaction of CSD-1, Zone 40 and the City. Dry utilities shall be located to the satisfaction of SMUD, the other dry utility providers and the City.	Prior to Recordation of the Subdivision Map	Public Works	

City Council—**DRAFT**
August 19, 2013

10 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	Developer shall work with all utilities and the City to determine the best locations for all utilities, to the satisfaction of the City Engineer.			
38.	Dedicate the Landscape Corridors, adjacent to Douglas Road and Grant Line Road, as shown on the map, as public utility easements for overhead and underground facilities and appurtenances.	Prior to Recordation of the Subdivision Map	Parks and SMUD	
39.	Developer/applicant shall pay any Sacramento County Water Agency (SCWA) development fee or development fee surcharge imposed to fund the construction of all water facilities, extraordinary water facilities and water mitigation measures attributable to development, as determined by the Sacramento County Department of Water Resources of the Public Works Agency.	Prior to Recordation of the Subdivision Map	Water Supply	
40.	Dedicate the right of way for Douglas Road and Grant Line Road, within the project boundary, based on the designed width shown on the map, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Prior to recording of the Small Lot Map	Public Works	
41.	Dedicate all internal streets shown on the map, as depicted on the map, and install or bond for public improvements pursuant to City of Rancho Cordova Improvement Standards to the satisfaction of the City Engineer. Alleys may be private streets upon approval of the City Engineer.	Prior to Recordation of the Small Lot Subdivision Map	Public Works	
42.	The proposed public street entrances to Douglas Road shall be a	Prior to	Public Works	

City Council–**DRAFT**
August 19, 2013

11 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	minimum of 50 feet in width for a distance of 100 feet pursuant to the Sacramento County Improvement Standards and to the satisfaction of the City Engineer.	Recordation of the Subdivision Map		
43.	The final map shall show easements or other mapped provisions for the placement of centralized mail delivery units.	Prior to Recordation of the Subdivision Map	Public Works	
44.	Dedicate the right-of-way and drainage improvements on Grant Line Road, as shown in Section A of the Map, based on a modified 96-foot arterial, and install or bond for public street improvements pursuant to Sacramento County Improvement Standards, to the satisfaction of the City Engineer.	Prior to Recordation of the Subdivision Map	Public Works	
45.	Annex to the City of Rancho Cordova Stormwater Utility or the City of Rancho Cordova Community Facilities District (CFD) for maintenance of stormwater and flood protection services.	Prior to Recordation of the Subdivision Map	Water Resources	
46.	Provide drainage easements and install or bond for facilities pursuant to the Sacramento County Floodplain Management Ordinance, Sacramento County Water Agency Code, and Sacramento County Improvement Standards, including any fee required by the Sacramento County Water Agency Code.	Prior to Recordation of the Subdivision Map	Water Resources	
47.	Dedicate or pay in lieu fees, or both, for park purposes, as required by and in accordance with the procedures and standards set forth in	Prior to Recordation	Public Works/ Planning	

City Council--**DRAFT**
August 19, 2013

12 of 18

"Douglas 98 II" Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	Chapter 22.40, Title 22 of the Rancho Cordova Municipal Code.	of the Subdivision Map		
48.	Developer shall deliver a certificate from the Cordova Recreation and Park District stating that all Administrative and Plan Review Fees required by the District have been paid and the Park Development Agreement has been executed.	Prior to Small Lot Final Map Recordation	Parks	
49.	The Developer shall record a "Notice of Active Recreational Park Use" in a form approved by the Cordova Recreation and Park District, which encumbers all lots within 1000 feet of any park site.	Prior to Small Lot Final Map Recordation	Parks	
	Prior to the Issuance of Building Permits			
44.	Applicant shall pay any outstanding staff costs associated with the preparation of the final map.	Prior to Issuance of first Building Permit.	Finance	
45.	Provide access arrangements and install working fire hydrants which meet the required fire flow demands pursuant to the requirements of Metro Fire District, prior to any combustible construction or combustible materials storage on site.	Prior to the Issuance of Building Permits	Metro Fire	

City Council–**DRAFT**
August 19, 2013

13 of 18

"Douglas 98 II" Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
46.	Improvement connection fees for County Sanitation District 1 (CSD-1) shall be paid.	Prior to the Issuance of Building Permits	CSD-1	
47.	Property Owner/Applicant shall pay all fees to support the construction of any public facilities and improvements or the provision of public services in relation to the development of the Property.	Prior to the issuance of building permit	Public Works	
48.	The developer shall submit complete landscape planting and irrigation plans for corridor landscaping for review and approval.	Prior to the Issuance of Building Permits	Planning	
49.	Developer shall provide a construction phasing plan for street construction, for model homes and the phases of home construction, for each village area to the satisfaction of the City Engineer.	Prior to small lot final map for each Village	Public Works	
50.	Destroy all abandoned wells on the proposed project site in accordance with the requirements of the Sacramento County Environmental Health Division, to the satisfaction of the Building Official. Prior to abandoning any existing agricultural wells, applicant shall use water from the agricultural wells for grading and construction of the project or its phases.	Prior to the Issuance of Building Permits	Building Official	
51.	Provide separate public water service to each parcel and dedicate maintenance easements in all public and private streets over all water lines to the satisfaction of the Sacramento County Water Agency.	Prior to the Issuance of Building Permits	Water Supply	

City Council–**DRAFT**
August 19, 2013

14 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
52.	The owner/developer shall pay the Sacramento County Water Agency up to \$1,000 per equivalent dwelling unit at the time of the building permit to fund a fair share portion of any water project(s) identified by the SCWA Board of Director that optimizes available local groundwater resources.	Prior to the Issuance of Building Permits	Water Supply	
53.	The project developer/owner shall pay Zone 40 development fees applicable at the time of building permit issuance in accordance with Sacramento County Water Agency Ordinance No. 18.	Prior to the Issuance of Building Permits	Water Supply	
	Prior to Final Inspection			
54.	Provide public sanitary sewer and water supply facilities in accordance with the Sacramento County Improvement Standards. The trunk and collector system for the project will not be accepted for maintenance until the downstream sewer system serving the project is also accepted for maintenance.	Prior to Final Inspection of the first unit	CSD-1	
55.	Prior to the issuance of the first building permit within a construction phase: all streets and improvements shown on the phasing plan, all streets necessary for access to the proposed homes, associated improvements included in the approved improvement plans, landscaping and other infrastructure as necessary and adequate public access and use shall be substantially complete to the satisfaction of the Public Works Department. At the discretion of the Public Works Department, the final lift of asphalt	Prior to issuance of a building permit within a construction phase	Public Works	

City Council–**DRAFT**
August 19, 2013

15 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	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 completed and accepted for maintenance prior to issuance of the first building permit.			
56.	The developer of the project shall disclose to future / potential owners buyers of the potential and existing 69kV line.	Prior to Final Inspection	SMUD	
57.	Improve the landscaped lots according to the approved plans. Layout of the sidewalk shall be reviewed and approved by the Planning Director and Parks Administrator. All improvement shall be reviewed and accepted by the Parks District prior to assuming maintenance responsibility.	Prior to Final Inspection of the first unit	Planning/Parks	
58.	Construct a minimum 10.5-foot high sound barrier, no more than 6 feet shall be exposed to the right of way, as measured from the top of curb, along all lots bordering Douglas Road. The design of the wall shall be consistent with design details within the Sunridge Specific Plan. Where the noise barrier approaches the entrance drives to the neighborhood, the barrier shall be wrapped around the corner to the satisfaction of Planning Director. At intersections, wrapping walls shall extend a distance equivalent to the rear yard setback or side yard setback, whichever is greater as appropriate for lot configuration. However, the barrier height shall taper down at the corner, as needed, to allow for clear sight distance for	Prior to Final Inspection of the first unit	Planning	

City Council–**DRAFT**
August 19, 2013

16 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	motorists approaching the intersection.			
59.	Construct a combination of open metal and masonry fence, along the western edge of the drainage corridor adjacent to Grant Line Road, bordering the residential lots. Where the barrier approaches the street intersections, detention basins or pedestrian paths, the barrier shall be wrapped around the corner to the satisfaction of Planning Director. Any solid features that could be subject to graffiti shall be constructed of graffiti resistant materials.	Prior to Final Inspection of the first unit	Planning	
60.	Developer shall construct all necessary street frontage improvements abutting the dedicated park site including, but not limited to, on street parallel parking, vertical curb, gutter, street paving, utilities (water, sewer, electrical, storm drain, phone, and gas), street lights, and sidewalks. Credits and/or reimbursements shall be available as provided in the Fee Nexus Study and /or Park Development Agreement.	At the time of Park Construction	Public Works and Parks	
61.	Where the park site abuts residential land uses, other than public street frontages, developer shall install a six foot high masonry wall or decorative metal fencing or otherwise approved by the District and Planning, which will be built to the specifications of the Cordova Recreation and Park District. The approved wall or fence shall be installed when the District is ready to develop the park or when the construction on the adjoining lots commences, whichever comes first. The wall or approved fence is to be	At the Time of Park Construction	Planning and Parks	

City Council–**DRAFT**
August 19, 2013

17 of 18

“Douglas 98 II” Subdivision
DD7962

Conditions of Approval

		<u>Timing/ Implementation</u>	<u>Enforcement/ Monitoring</u>	<u>Verification (date and Signature)</u>
	located on the adjacent owner's property. Accordingly, general maintenance, repair or replacement of the wall or fence shall be the responsibility of the owner, not the District. The District will be responsible solely for graffiti removal on the exterior portion of the wall, which faces District, or the City property Walls shall be constructed using graffiti resistant materials.			
62.	All landscape corridor walls shall be of masonry construction using graffiti resistant materials. Wall design and materials shall be subject to City's approval and according to the design standards in the Sunridge Specific Plan.	Prior to the final inspection of the improvement plans	Public Works and Planning	
63.	When improvements to landscape corridors and trails are complete and accepted by the City Engineer, the improved property shall be conveyed by a grant deed to the City for ongoing maintenance, operation, repair and replacement. Developer shall be responsible to pay the direct cost associated with the performance of this work until such time as the City incorporates the cost of doing this work into the financing mechanism annual budget and collects the additional tax revenues required to fund the costs of this work.	Prior to the final inspection of the improvement plans	Public Works and Planning	

City Council--**DRAFT**
August 19, 2013

18 of 18

"Douglas 98 II" Subdivision
DD7962

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. Though not required, it is recommended that all single-family dwellings be equipped with an automatic fire sprinkler system. As approximately 80% of all fire deaths occur in residential dwellings, these life safety systems drastically improve the occupant's chance of surviving a fire. (Fire Department)
2. Permits and/or fees are required for the following reviews: civil plans, architectural plans, fire sprinkler plans and fire alarm plans. Additional permits and fees may apply depending upon the scope of the project. (Fire Department)
3. The installation of on-site or off-site fire protection equipment, including fire hydrants and water mains, shall meet the standards of the Metro Fire District and the water purveyor having jurisdiction. (Fire Department)
4. The installation of addresses, landscaping, tree wells and/or traffic islands are subject to the standards outlined by the Metro Fire District.
5. Gas service may be available to this project if desired. The developer should contact PGE's Service Planning Department as soon as possible to coordinate construction so as not to delay the project. (PGE)
6. Developers will construct a concrete base for placement of the centralized mail delivery unit after construction of curb, gutter and sidewalk. Specifications and location of such base shall be determined pursuant to the applicable requirements of the Postal Service and the Sacramento County Public Works Agency, with due consideration of street light location, traffic safety, security, and consumer convenience. (Post Office)
7. Homes that have attached garages with secondary access doors will have solid core or metal covered doors with dead bolt locks. (Police Department)
8. Skylight side panels that are placed next to entrance doors will not be on the same side as the lock mechanism of the door. Only one panel may be installed per door, adjacent to the hinges. (Police Department)
9. All external door frames, including the side garage, will have screws that are a minimum of three inches long in the strike plate. Strike plates should be anchored with a minimum of four screws. (Police Department)
10. The Police Department highly recommends that homes be designed with the front of the garage aligned with or set back from the front of the house. This will improve visibility from inside the home of the entire block. Homes with covered front porches promote resident involvement with neighbors, which in turn helps reduce crime. (Police Department)
11. On-site source and control measures are required for this project in accordance with the latest version of the City/County Guidance Manual (Guidance Manual of On-Site Storm Water Quality Control Measures). In all cases, source control measures on the improvement plans will include provision of a permanent storm drain message "No Dumping – Flows to Creek" or other approved message shall be stamped in concrete at each inlet. Other on-site source and treatment control measure(s) should also be used in accordance with specific residential activities referenced in the Guidance Manual. The final design of the proposed on-site source and treatment controls will be approved by the Department of Water Resources. (Water Resources).

Conditions of Approval

12. Project proponents and/or future successors of interests shall comply with all 'Water Supply' provisions established in Ordinance No. SZC 2002-0014, Control No. 93-0243.
13. All pedestrian access ramps affected by this project must be installed/upgraded pursuant to the State of California Title 24 Code of Regulations and to the satisfaction of the Department of Transportation of the Public Works Agency.

EXHIBIT 3C**Exhibit 3C to City Council Resolution No. 103-2013**

Mitigation Measure 37a of the Master Mitigation Monitoring and Reporting Program for the Sunrise Douglas Community Plan and Sunridge Specific Plan EIR and Sunridge Specific Plan is hereby amended to read as follows:

"Mitigation Measure 37a: Additional Circulation Improvements

No more than a cumulative total of 6,500 residential building lots shall be recorded in final maps within the SunRidge Specific Plan prior to the commencement of construction of the following circulation improvements—in addition to the Phase 1 projects listed in Figure A-2 of the Sunridge Public Facilities Financing Plan:

- a. At least two continuous traffic lanes of the proposed Sunrise Boulevard reliever thoroughfare extending from the vicinity of Douglas Road to Highway US-50 and including freeway interchange access. This requirement may be satisfied by the construction of an alternative thoroughfare alignment determined to be functionally equivalent by the Department of Transportation (e.g., the extension of Rancho Cordova Parkway, Americanos Boulevard, or Grantline Road to US-50).
- b. Six traffic lanes on Sunrise Boulevard from Douglas Road to SR-16.
- c. Four traffic lanes on Douglas Road from the Folsom South Canal bridge to Grantline Road.
- d. Four traffic lanes on Chrysanthy Boulevard from Sunrise Boulevard to Americanos Boulevard.
- e. Four traffic lanes on Americanos Boulevard from Douglas Road to Chrysanthy Boulevard.
- f. Four traffic lanes on SR-16 from Bradshaw Road to Sunrise Boulevard.
- g. Second phase intersection improvements to SR-16/Bradshaw Road, SR-16/Excelsior Road, and SR-16/Eagles Nest Road.

An exception to the above-stated requirement is that the City Council may approve final map subdivision maps for additional residential building lots within the SunRidge Specific Plan if it determines the projects described as 12(a) through 12(g) above are expected to be completed prior to traffic generated by said 6,500 residential building lots or that development of more than 6,500 lots will not result in unacceptable traffic congestion or safety problems. Any traffic studies required by City in support of such determination shall be paid for by the final map applicant.

This Mitigation Measure 37a shall not apply to the following development projects in the SunRidge Specific Plan Area: Anthology at Anatolia; Anatolia III, Villages 9, 11 and 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance; which are more specifically identified in Resolution 31-2006.

EXHIBIT 3C

- Anthology at Anatolia; Anatolia III, Village 23; Anatolia IV; Sunridge Park I & II; North Douglas; Lot J; and Sundance will be subject to Mitigation Measure 37b

Implementation and Notification (Action by Project Applicant):

1. Comply fully with the above measure.
2. Prior to the approval of any final maps for a cumulative total of 6,500 or more residential building lots, submit to the City evidence that the above listed circulation improvement projects are under construction, or that development of more than 6,500 lots will not result in unacceptable traffic congestion or safety problems.

Verification (Action by the City):

1. Review the evidence submitted.
2. Monitor compliance during periodic site inspections as needed.
3. Consult with the Department of Transportation as necessary to determine compliance.
4. Track the total number of residential building lots approved in the master MMRP file (refer to the master MMRP file for the total number of residential building lots approved to date).

Comments:Completion of Mitigation Verified:

City _____

Signature: _____

Date: _____”

DOUGLAS 98 II

Douglas 98 Project Modifications

CEQA Addendum



City of Rancho Cordova

2729 Prospect Park Drive
Rancho Cordova, CA 95670

August 2013



CEQA ADDENDUM FOR THE DOUGLAS 98 II PROJECT

INTRODUCTION

This document is an addendum to previous environmental documents prepared pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15164 for the approved Douglas 98 project (now known as the Douglas 98 II project).

The Douglas 98 II project is part of the Sunrise Douglas Community Plan ("SDCP") and Sunridge Specific Plan ("SRSP") approved by the County of Sacramento ("County") in July 2002. The County certified an environmental impact report ("EIR") for the SDCP and SRSP in July 2002 (State Clearinghouse Number 97022055) ("SDCP/SRSP EIR") prepared in accordance with the California Environmental Quality Act ("CEQA"). Subsequently, the City certified a Court-Ordered Partially Revised Draft Environmental Impact Report (Revised DEIR) to the SDCP/SRSP EIR addressing long-term water supply plan and other water supply related issues (State Clearinghouse Number 97022055).

The City Council originally approved a General Plan Amendment, Specific Plan Amendment, Rezone, Development Agreement, and Tentative Subdivision Map for the Douglas 98 Project in February, 2006 as part of its approval for the Sunridge East Projects. The City adopted a Mitigated Negative Declaration as the CEQA environmental review for these approvals ("Sunridge East MND") which relied upon the SDCP/SRSP EIR that was incorporated by reference into the Sunridge East MND. This addendum hereby incorporates by reference both the previously certified EIR and adopted MND.

The City Council approved an addendum pursuant to CEQA ("2006 Addendum") to the SDCP/SRSP EIR that analyzed the impact of revisions to Mitigation Measures in the Master Mitigation Monitoring and Reporting Program for the SDCP/SRSP EIR ("MMRP") relating to phasing of certain transportation improvements (City Council Resolution No. 31-2006). The mitigation measures establish limits on the total number of residential dwelling units that are allowed to be recorded in final maps until construction commences on certain transportation improvements (the "Transportation Improvements Thresholds"). The City Council approved amendments to the Transportation Improvement Thresholds as set forth in City Council Resolution No. 31-2006. Those Transportation Improvement Thresholds remain applicable to the Douglas 98 Project.

The 2006 addendum found that the amendments to the Transportation Improvements Thresholds would not create a new or substantially more severe significant environmental impact than those previously identified in the SDCP/SRSP EIR. Therefore, no supplement to the SDCP/SRSP EIR and no further environmental review was required under CEQA.

The City adopted its General Plan and certified the General Plan EIR in June 2006 which included the SRSP and the Douglas 98 project.

Currently, a revised project has been proposed that includes 165 fewer dwelling units than previously approved. Project approvals would include a Rezone, Tentative Subdivision Map Amendment, and a Development Agreement Amendment. The intent of this addendum is to analyze the project modifications and to determine if further environmental review is necessary.

PROJECT DESCRIPTION

The proposed project modifications consist of the following:

- The new plan includes 528 single family dwelling, a reduction of 165 dwellings less than the original approval of 693 (See **Attachment 3, Exhibit A** of the Staff Report for the proposed Amended Tentative Subdivision Map). The reduced density is mainly due to the increased size of the lots and minor changes to the street configuration, with a portion of the lots being reconfigured from alley loaded to street loaded garages.
- The proposed reduction in housing density has led to minor reductions to the small parks in the approved project. As proposed, the project will meet the existing City standard of 5 acres/1000 population of parks (Quimby) and 1.75 acres of City Open Space per 1,000 residents.
- Amendment to the Transportation Improvements Thresholds in Mitigation Measure 37a in the SDCP/SRSP EIR MMRP.

EXPLANATION OF THE DECISION NOT TO PREPARE A SUBSEQUENT ENVIRONMENTAL IMPACT REPORT OR MITIGATED NEGATIVE DECLARATION

CEQA Guidelines Sections 15162 and 15164 set forth the criteria for determining the appropriate environmental documents, if any, that must be completed when changes are proposed to a project for which an EIR/MND has already been certified/adopted. These guidelines allow a lead agency to prepare an addendum if all of the following conditions are met:

- Substantial changes to the project do not require major revisions to the previously adopted EIR/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified potentially significant effects.
- Substantial changes with respect to the circumstances under which the project is undertaken do not require major revisions of the previous EIR/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- No new mitigation measures or alternatives which are considered different from those analyzed in the EIR/MND or which were previously found not to be feasible are identified.
- No new information of substantial importance becomes available which shows new significant effects or significant effects substantially more severe than previously discussed.
- Only minor technical changes or additions are necessary to make the EIR/MND under consideration adequate under CEQA.

An addendum is considered the appropriate CEQA document for the proposed modifications, as described above, because:

- There are no new substantial changes to the project that would result in new significant environmental effects or a substantial increase in the severity of a previously identified potentially significant effect, and
- There is no new information of substantial importance that shows new significant effects or significant effects would be substantially more severe than previously discussed.

POTENTIAL ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES

The following analysis describes how the proposed Douglas 98 II modifications relate to the prior analysis conducted for the Douglas 98 project. The proposed modifications would result in 528 single family dwelling units, a reduction of 165 dwelling units than the original approval of 693 dwelling units.

The development footprint of the project site has not changed in relationship to the previously approved Douglas 98 project. Impacts relating to Aesthetics, Air Quality, Agricultural Resources, Biological Resources, Cultural Resources, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise Population and Housing, Public Services, Recreation, and Utilities and Service Systems would be equal or less than previously disclosed.

No substantial changes have occurred to the project site and or the surrounding area that would change the prior analysis and or conclusions. The project modifications would not create any new or additional significant impacts that were not already identified in the Master EIR or MND; nor would they cause any impacts peculiar to the project or parcels. Mitigation measures relating to these impact areas and included in the SDCP/SRSP EIR and Sunridge East MND are still applicable and would reduce impacts to the furthest extent feasible.

Traffic and Circulation

One modification that needs further environmental review is that the proposed project includes a minor clarifying amendment to the Transportation Improvements Thresholds in mitigation measure 37a in the SDCP/SRSP EIR MMRP.

Since the proposed 528 dwelling units would exceed the 6,500 lot threshold in Mitigation Measure 37a of the SDCP/SRSP EIR, the City contracted with DKS Associates to perform a traffic analysis to determine if the approval of the lots under the proposed project would result in unacceptable traffic conditions as allowed under mitigation measure 37a (See **Appendix A** for DKS traffic analysis). The traffic analysis concluded that the proposed 528 dwelling units would not result in unacceptable traffic conditions without the completion of the construction of all of the improvements listed in mitigation measure 37a prior to the traffic generated by the development of the lots.

Furthermore, the project proponent has agreed in the proposed amendment to the Development Agreement to pay a supplemental traffic impact fee which will be used to fund the traffic improvements identified in Mitigation Measure 37a and other traffic improvements needed to serve the project. Requiring the payment of the supplemental traffic fee as part of the project will ensure that traffic related impacts will be less than significant and no further analysis is necessary.

Conclusion

The City has reviewed the potential environmental impacts related to proposed modifications to the Douglas 98 project. The City finds that no new or substantially more severe impacts would result from these modifications and that prior analysis contained in the originally certified EIR and adopted MND adequately address all environmental impacts. Based on the criteria discussed above, an addendum is

considered the appropriate level of documentation to satisfy the requirements of CEQA, and no further analysis is required.

REFERENCES

City of Rancho Cordova General Plan: Final Adopted Version. November 2006.

Sunrise Douglas Community Plan/Sunridge Specific Plan EIR. July 2002. State Clearinghouse Number 97022055.

Sunridge East Mitigated Negative Declaration (MND). February, 2006.

Traffic Impacts of the Douglas 98 Project. DKS Associates. August 2013.

Appendix A

Traffic Impact Analysis



8950 Cal Center Drive
Suite 340
Sacramento, CA 95826
916.368.2000
www.dksassociates.com

MEMORANDUM

DATE: August 7, 2013

TO: Elizabeth Sparkman

FROM: John Long

SUBJECT: Traffic Impacts of Douglas 98 Project

The City has asked DKS Associates to conduct an analysis of the impacts of the proposed Douglas 98 development project focused on the issues related to the Sunridge Specific Plan "threshold conditions". This memorandum summarizes the conclusions of that analysis.

Background

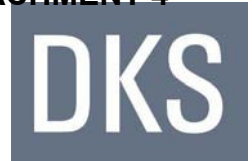
Sacramento County placed "threshold conditions" of approval on the Sunrise/Douglas area (the Sunridge Specific Plan) that identified levels of residential development that could not be exceeded until specific roadway improvements in the area (the so-called "Threshold Improvements") were under construction or completed. The City of Rancho Cordova inherited those conditions at the time of its incorporation. During 2005-2006, the City conducted the "Rancho Cordova Infrastructure Phasing Study" that re-evaluated the timing of the Threshold Improvements. The phasing study concluded that some adjustments could be made to the timing of those improvements. The City made modifications in April 2006 to some threshold requirements but did not change the list of Threshold Improvements identified when development in the Sunridge Specific Plan exceeds 6,500 dwelling units.

The list of Threshold Improvements for development beyond 6,500 dwelling units includes improvements to roadways and intersections both within the City and outside the City. The most challenging improvement for the City to fund and implement is the construction of two continuous traffic lanes on Rancho Cordova Parkway from Douglas Road to US 50 plus an interchange access to US 50.

To date, the City has entitled approximately 6,150 dwelling units in Sunridge Specific Plan and currently about 3,000 of those units have been built. The proposed Douglas 98 project has about 527 dwelling units. If the Douglas 98 development is approved, there would be about 6,677 entitled dwelling units in the Sunridge Specific Plan. The City has asked DKS to determine if significant impacts would result if about 6,700 dwelling units are entitled without the implementation of the list of Threshold Improvements for development beyond 6,500 dwelling units.

The Threshold Improvements are a subset of the long-range transportation systems contained in the General Plans of the City of Rancho Cordova and Sacramento County and will eventually be constructed by the City and/or the County. The reason for establishing thresholds was a concern that if certain improvements are

Name
Subject
Page 2 of 3



not constructed in the near-term, as development occurs in the Sunridge Specific Plan and surrounding areas, significant traffic congestion could occur on some roadway segments and intersections.

Conditions have changed since the 2006 Transportation Infrastructure Phasing Study, including the following:

- Several key Threshold Improvements have been constructed (described below)
- The City is working on engineering and environmental analysis for some of the other threshold improvements.
- The economic downturn has slowed the pace of development, which allows more time for the City to get environmental clearance, design, and implement improvements
- Sacramento County has substantially changed the timing of its traffic signals on Sunrise Boulevard from US 50 north to the American River, which has reduced queuing and delay on Sunrise Boulevard south of US 50.

The following key roadway improvements have been constructed since 2006:

- Widening of Sunrise Boulevard to six lanes from Sunrise Park Drive to Douglas Road – this is a threshold improvement
- Widening of Sunrise Boulevard to five lanes from Douglas Road to Kiefer Boulevard – this is a threshold improvement
- Widening of Douglas Road to five lanes from Sunrise Boulevard to future Rancho Cordova Parkway – this is a threshold improvement
- Extension of Zinfandel Drive to Douglas Road – this is a threshold improvement
- Extension of International Drive to Sunrise Boulevard – this is not a threshold improvement but it provides an important relief route for segments of Sunrise Boulevard and White Rock Road that were the focus of the threshold improvements.
- Changes in Sunrise Boulevard traffic signal operations - longer cycle lengths on Sunrise Boulevard north of US 50 have increased northbound p.m. peak hour capacity, and reduced the length of queuing south of US 50.

In 2012, the City asked DKS to evaluate how these changes would affect the timing of the Threshold Improvements, particularly how changes in the timing of the Rancho Cordova/US 50 interchange would affect delay/congestion on Sunrise Boulevard.

The extensions of Zinfandel Drive and International Drive, both of which were opened in 2011, have changed travel patterns and have opened new routes for people to avoid traffic congestion on Sunrise Boulevard. Together with the changes in signal timing on Sunrise Boulevard, these new roadway connections have substantially reduced delay and queuing south of US 50. Thus DKS concluded that while Sunrise Boulevard would operate at LOS E at some intersections between US 50 and White Rock Road, those intersections would not operate at LOS F conditions until development in the City's Growth Area (east of Sunrise Boulevard) reaches levels that are significantly greater than 6,700 dwelling units. The interchange is clearly needed to

Name
Subject
Page 3 of 3



allow long-term development in the City's Growth Area and the City still has a challenge to fund and implement that improvement.

Analysis and Conclusions

DKS prepared traffic forecasts assuming development of 6,700 dwelling units in the Sunridge Specific Plan, which included the proposed Douglas 98 development project. The analysis was based on the City's traffic impact guidelines, with impacts defined as follows:

- New development (a 3,700 increase in dwelling units from the existing 3,000 units to 6,700 units) would cause a threshold improvement that operates at LOS D or better to worsen to LOS E or F conditions
- New development (a 3,700 increase in dwelling units from the existing 3,000 units to 6,700 units) would increase the volume/capacity (v/c) ratio by 0.05 or more on a roadway segment that currently operates at LOS E or F conditions

The analysis concluded the following:

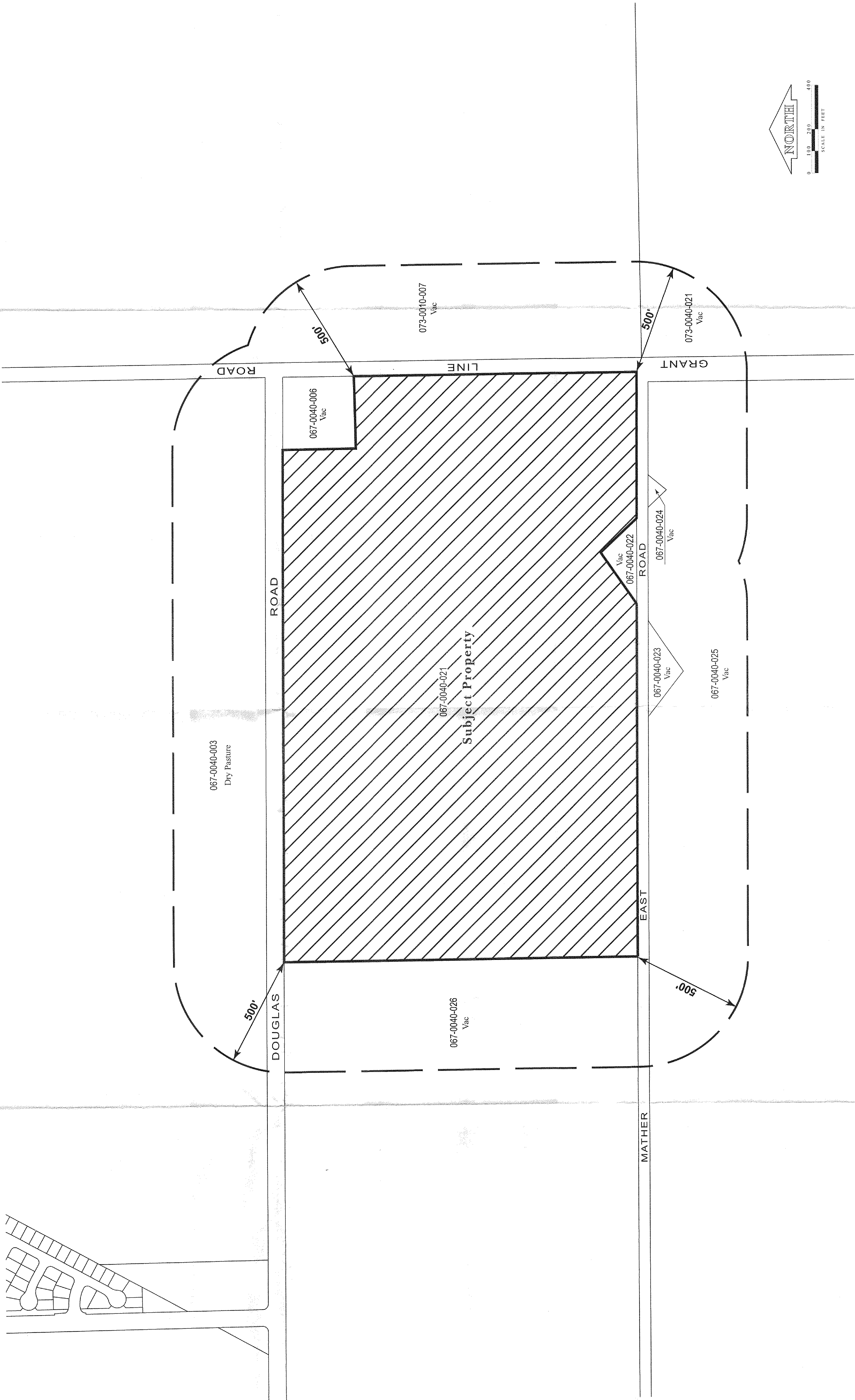
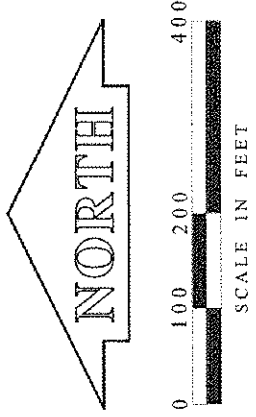
- A 3,700 increase in dwelling units (which includes the Douglas 98 project) to 6,700 dwelling units would not cause segments of Sunrise Boulevard that currently operate at acceptable conditions (LOS D or better) to operate at LOS E or F conditions – thus would not have a significant impact on those roadway segments. Some segments of Sunrise Boulevard between US 50 and Jackson Road already operate at LOS E but the 3,700 increase in dwelling units would increase the v/c ratio on those segments by less than 0.05 – thus would not cause a significant impact on those roadway segments. Therefore, the construction of two continuous traffic lanes on Rancho Cordova Parkway from Douglas Road to US 50 plus an interchange access to US 50 would not be required with 6,700 dwelling units in the Sunridge Specific Plan.
- Assuming that none of the Threshold Improvements that were previously identified as a requirement to exceed 6,500 dwelling units in the Sunridge Specific Plan were implemented, then the development of an additional 3,700 dwelling units (which includes the Douglas 98 project) to 6,700 dwelling units would have the following effects on traffic levels of service:
 - This development level would not cause roadway segments inside or outside the City that currently operate at LOS D better conditions to operate at LOS E or F conditions.
 - This development would not increase the v/c ratio by 0.05 or more on roadways segments inside or outside the City that currently operate at LOS E or F conditions

The analysis thus shows that the Threshold Improvements that were previously identified as a requirement to exceed 6,500 dwelling units in the Sunridge Specific Plan would not be required with 6,700 dwelling units in the Sunridge Specific Plan

500 FT. RADIUS MAP

APN 067-0040-021

May 26, 2013



067-0040-021
DOUGLAS RD 105 LLC
7700 COLLEGE TOWN DR 201
SACRAMENTO CA 95826

067-0040-003
ALBERT K/JOYCE W MINETA 1991
REV TRUST/ETAL
1905 UNIVERSITY WAY
SAN JOSE CA 95126

067-0040-006
LARNE FAMILY TRUST/CHRIS
KSIDAKIS
4560 OXBOW RIDGE PL
FAIR OAKS CA 95628

067-0040-022
DOUGLAS RD 105 LLC
7700 COLLEGE TOWN DR 201
SACRAMENTO CA 95826

067-0040-023
ARI 208 LLC
7700 COLLEGE TOWN DR 101
SACRAMENTO CA 95826

067-0040-024
ARI 208 LLC
7700 COLLEGE TOWN DR 101
SACRAMENTO CA 95826

067-0040-025
ARI 208 LLC
7700 COLLEGE TOWN DR 101
SACRAMENTO CA 95826

067-0040-026
LAL AMAN
3400 WATERMARKE PL
IRVINE CA 92612

073-0010-007
JOHN JAMES TRACY LIVING
TRUST/ETAL
1443 35TH AVE
SAN FRANCISCO CA 94122

073-0040-021
CONWY LLC
5241 ARNOLD AV
MCCLELLAN CA 95652

WOOD RODGERS INC
3301 C ST BLDG 100-B
SACRAMENTO CA 95816

DD7962- Douglas 98 II Project

Rancho Cordova City Council
August 19, 2013



Applicant Request

- Approving a zone change 3.1 acres of “O” Open Space to RD-5 Single Family Residential and an amendment to the existing Development Agreement for the Douglas 98 project, and
- Approving an amended Tentative Subdivision Map, subject to the draft Conditions of Approval and amending Mitigation Measure 37A of the SRSP/EIR.

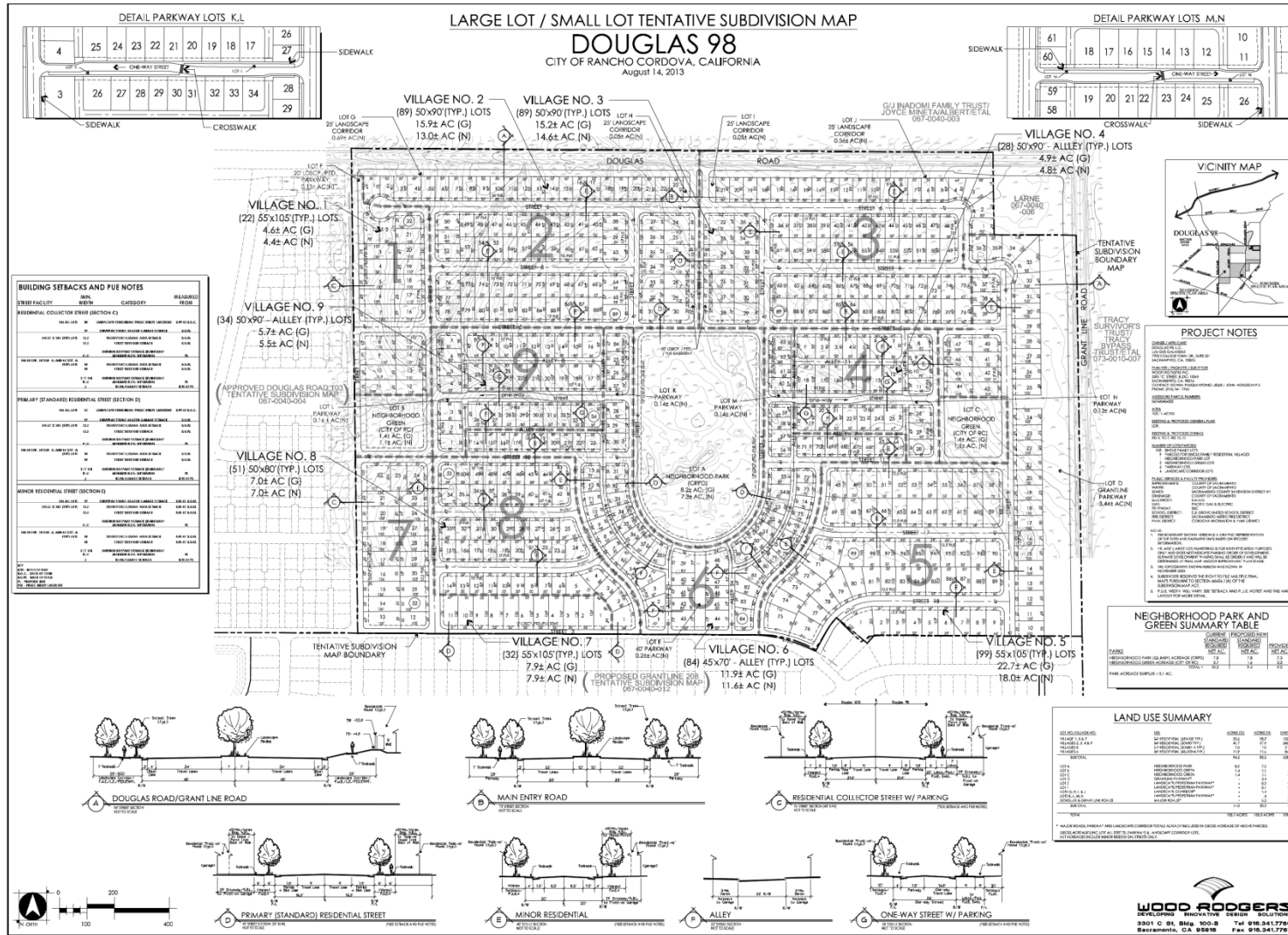
AGENDA ITEM 13.3



2006 Approval



Proposed 2013 Project



Recommendation

Move the Council:

- Waive first reading and introduce Ordinance 26-2013 approving a zone change 3.1 acres of “O” Open Space to RD-5 Single Family Residential and an amendment to the existing Development Agreement for the Douglas 98 project, and
- Adopt Resolution 103-2013 approving an amended Tentative Subdivision Map, subject to the draft Conditions of Approval and amending Mitigation Measure 37A of the SRSP/EIR.

MEMORANDUM



DATE: August 19, 2013
TO: Honorable Mayor and Council Members
FROM: Micah Runner, Economic Development Manager
SUBJECT: FINAL HEARING ON THE RENEWEL OF THE RANCHO CORDOVA
TOURISM BUSINESS IMPROVEMENT DISTRICT

RECOMMENDATION

Adopt Resolution No. 99-2013

RESULT OF RECOMMENDED ACTION

The Rancho Cordova Tourism Business Improvement District (RCTBID) will be renewed effective September 1, 2013 for 10 years. The assessment of \$1.50 per room per night will be collected by the City of Rancho Cordova, and remitted to the Rancho Cordova Travel and Tourism Corporation (RCTC), a non-profit corporation, for the purposes of promoting travel and tourism in Rancho Cordova.

BACKGROUND

At the June 17, 2013 City Council meeting, Resolution of Intention No. 81-2013 was approved by the City Council, expressing the intention to renew the RCTBID for 10 years beginning September 1, 2013. Notices were mailed to the owners of all businesses proposed to be within the district, which began a forty-five day period in which owners could protest district formation. At the July 15, 2013 City Council meeting, a public meeting was held to hear testimony on the establishment of the district. No protests were received during the forty-five day period; therefore the final hearing is taking place on August 19, 2013 to renew the district.

The RCTBID is a benefit assessment district proposed to help fund marketing and sales promotion efforts for Rancho Cordova lodging businesses. A major investment of the RCTBID has been the creation of the Rancho Cordova Events Center to attract tournament sports activities and major events. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights. The proposed RCTBID includes all lodging businesses located within the boundaries of the City of Rancho Cordova, which is currently 16 hotels. The RCTBID would generate approximately \$633,000 on an annual basis for promotion of travel and tourism in Rancho Cordova.

MANAGEMENT DISTRICT PLAN

The Management District Plan includes the proposed boundary of the RCTBID, a service plan and budget and a proposed means of governance. The RCTBID will include all lodging businesses, existing and in the future, available for public occupancy within

the boundaries of the City of Rancho Cordova. The boundary currently includes 17 lodging business with a total of 2015 hotel rooms.

The proposed RCTBID will have a ten year life. The RCTBID assessment will be implemented beginning September 1, 2013. Once per year beginning on the anniversary of the formation of the district there is a 30 day period in which owners paying more than 50% of the assessment may protest and terminate the district.

The Rancho Cordova Travel and Tourism Corporation (RCTTC) shall serve as the Owner's Association for the RCTBID. The Board of Directors shall have no less than seven and no more than nine members, including five to seven representatives of assessed hotels, one representative of the City of Rancho Cordova and one representative of the Rancho Cordova Chamber of Commerce.

The City of Rancho Cordova will be responsible for collecting the assessment on a monthly basis from each lodging business located in the boundaries of the RCTBID. The City of Rancho Cordova shall forward the assessments to the RCTTC, which will have the responsibility of managing TBID programs as provided in the Management District Plan. The City of Rancho Cordova shall be paid a fee equal to 2% of the amount of assessment collected to cover its costs of collection and administration.

The Draft Annual Budget detailed below was developed under the assumption of a \$1.50 per room per night fee generating approximately \$633,000 in revenue to the RCTTC.

**Rancho Cordova Tourism Business Improvement District
Draft Annual Budget, Years One through Ten**

Category	Percent	Dollar Amount
Sales and Marketing	88%	\$557,040
Administration	5%	\$31,650
Contingency/Renewal	5%	\$31,650
City Collection Costs	2%	\$12,660
Total Estimated Annual Budget	100%	\$633,000

DISTRICT FORMATION PROCESS

June 17, 2013

RESOLUTION OF INTENTION HEARING

Upon the submission of a written petition, signed by the business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council initiated proceedings to form a district by the adoption of a resolution expressing its intention to form a district.

June 18, 2013

NOTICE

The Property and Business Improvement District Law of 1994 requires the City mail written notice to the owners of all businesses proposed to be within the district. The notices were mailed and began the mandatory forty-five day period in which owners may protest district formation.

July 15, 2013

PUBLIC MEETING

Allowed public testimony on the establishment of the TBID and levy of assessments. No council action required.

August 19, 2013

FINAL PUBLIC HEARING

If written protests are received from the owners of businesses in the proposed district which will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.

If the city council, following the public hearing, decides to establish the proposed property and business improvement district, the city council shall adopt a resolution of formation.

ATTACHMENT

Resolution No. 99-2013.

CITY OF RANCHO CORDOVA

RESOLUTION NO. 99-2013

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DECLARING RESULTS OF MAJORITY PROTEST PROCEEDINGS AND RENEWING THE
RANCHO CORDOVA TOURISM BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, the Property and Business Improvement District Law of 1994 (Streets and Highways Code §36600 et. seq.) authorizes cities to establish and renew property and business improvement districts upon petition by a weighted majority of the lodging business owners located within the boundaries of the district; and

WHEREAS, lodging business owners who will pay more than fifty percent (50%) of the proposed assessment, as weighted according to the amount of the assessment to be paid by the petitioner, within the boundaries of the Rancho Cordova Tourism Business Improvement District ("RCTBID") have petitioned the City Council to renew the RCTBID; and

WHEREAS, included with the petitions was a Management District Plan summary that describes the proposed assessment to be levied on lodging businesses within the RCTBID to pay for sales promotion and marketing activities, and other improvements and activities set forth in the Management District Plan; and

WHEREAS, the assessed lodging businesses within the RCTBID will be benefited by the activities and improvements set forth in the Management District Plan; and

WHEREAS, on June 17, 2013 at 5:30 p.m. at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the City Council adopted a Resolution of Intention to Renew the Rancho Cordova Tourism Business Improvement District, Resolution No. 81-2013; and

WHEREAS, the public meeting and public hearing to consider the renewal of the RCTBID have been properly noticed in accordance with Streets and Highways Code §36623; and

WHEREAS, on July 15, 2013 at 5:30 p.m. at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the City Council held a public meeting regarding the renewal of the RCTBID, and the City Council heard and received objections and protests, if any, to the renewal of the RCTBID and the levy of the proposed assessment; and

WHEREAS, on August 19, 2013 at 5:30 p.m. at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the City Council held a public hearing regarding the renewal of the RCTBID, and the City Council heard and received all objections and protests, if any, to the renewal of the RCTBID and the levy of the proposed assessment; and

WHEREAS, the City Clerk has determined that there was no majority protest. A majority protest is defined as written protests received from owners of businesses in the proposed district which would pay fifty percent (50%) or more of the assessments proposed to be levied. Protests are weighted based on the assessment proposed to be levied on each lodging business.

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

1. The recitals set forth herein are adopted by the City Council as findings and they are true and correct.
2. The Rancho Cordova Tourism Business Improvement District is hereby renewed for a ten-year term beginning on September 1, 2013 and ending August 31, 2023. This district renews and replaces the original district formed by Resolution No. 136-2010, thus ceasing the assessments under the original district and replacing them with this renewed assessment.
3. The assessments levied for the RCTBID shall be applied towards sales, promotions and marketing programs to market assessed Rancho Cordova lodging businesses as tourist, meeting and event destinations, as set forth in the Management District Plan.
4. The City Council finds as follows:
 - a. The activities funded by the Assessment will provide a special and specific benefit to assessed businesses within the RCTBID that is not provided to those not paying the assessment.
 - b. The Assessment is a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.
 - c. The Assessment is a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product.
5. The revenue from the levy of the assessments on lodging businesses within the RCTBID may not be used to provide for activities or improvements outside the RCTBID or for any purpose other than those specified herein, in the Management District Plan, and in the Resolution of Intention.
6. Assessments levied on lodging businesses pursuant to this resolution shall be levied on the basis of benefit. Because the services provided are intended to increase room rentals, an assessment based on room rentals is the best measure of benefit.
7. The amount of assessment, if passed on to each transient, shall be disclosed in advance, separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business.
8. The assessments for the entire District will total approximately \$633,000 in year one.
9. The activities and improvements set forth will be funded by the levy of an assessment on lodging businesses within the RCTBID as described in the Management District Plan that is on file with the City Clerk.

10. Bonds may be issued to fund the RCTBID.
11. The boundaries of the RCTBID shall be the boundaries of the City of Rancho Cordova. Please see the attached map, incorporated herein as Exhibit A.
12. The assessments shall be used for the purposes set forth above and any funds remaining at the end of any year may be used in subsequent years in which the RCTBID assessment is levied as long as they are used consistent with the requirements set forth herein.
13. The assessments to fund the activities and improvements for the RCTBID will be collected at the same time and in the same manner as are transient occupancy taxes, and in accordance with Streets and Highways Code §36631.
14. The Rancho Cordova Travel and Tourism Corporation shall be the Owners' Association pursuant to Streets and Highways Code §36614.5.
15. The Rancho Cordova Travel and Tourism Corporation, pursuant to Streets and Highways Code §36650, shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvement and activities described in the report. The first report shall be due after the first year of operation of the district.
16. The RCTBID established pursuant to this resolution will be subject to any amendments to the Property and Business Improvement District Law of 1994 (California Streets and Highways Code §36600 et. seq.).
17. The City Clerk, or his or her designee, is directed to take all necessary actions to complete the establishment of the RCTBID and to levy the assessments.
18. This Resolution shall take effect immediately upon its adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the _____ day of _____, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Linda Budge, Mayor

Mindy Cuppy, CMC, City Clerk

MEMORANDUM

DATE: August 19, 2013

TO: Honorable Mayor and Council Members

FROM: Troy Holt and Ashley Downton
Public Information and Legislative Affairs

SUBJECT: BRANDING PRESENTATION



RECOMMENDATION

Provide input to staff on the recommended strategic direction for the City's branding effort, also called the Brand Platform Statement, and approve the Brand Platform Statement.

RESULT OF RECOMMENDED ACTION

Staff will proceed with Creativity Phase of implementing the Brand Platform Statement under contract with North Star Destination Strategies.

BACKGROUND

The City of Rancho Cordova contracted with North Star Destination Strategies, national municipal branding experts, in January 2013 to develop a brand for Rancho Cordova. A branding committee was formed including representatives from the City, Cordova Community Council, Rancho Cordova Chamber of Commerce, and Rancho Cordova Travel and Tourism Corporation. This committee collaborated and approved aspects of the branding process to date.

North Star's process includes four phases: Research and Planning, Insights, Creativity, and Action.

The first six months of the process focused on Research and Planning at the local, regional and statewide levels. North Star conducted in-person interviews and focus groups, surveys, awareness and perception studies, among other tasks during this phase. The goal was to understand how Rancho Cordova is perceived by stakeholders, residents, visitors and prospective consumers. This allows a true understanding of where Rancho Cordova's brand is currently, why, where it should be, and how that identity can best be accomplished.

We are currently in the Insights Phase of the project to understand the heart of Rancho Cordova's brand. North Star has compiled all collected research into an Understanding and Insights Presentation. Kelley Brackett, North Star Community Brand Coordinator, will present a comprehensive review of all relevant research and recommended strategic direction. The initial research that will be presented is attached for your review in advance (Attachment 1). The recommended strategic direction, also known as the Brand Platform Statement, will be explained Monday night.

Approval of the Brand Platform Statement is required by North Star to move forward with the Creativity Phase of the branding process. This phase will focus on the look, feel and sound of Rancho Cordova's brand. The research and high-level strategies will be transformed into creative products that embody our brand (Attachment 2).

ATTACHMENTS

1. Understanding and Insights Presentation – Research Portion.
2. North Star's Creative Process.



Rancho Cordova, California

Understanding & Insights Presentation

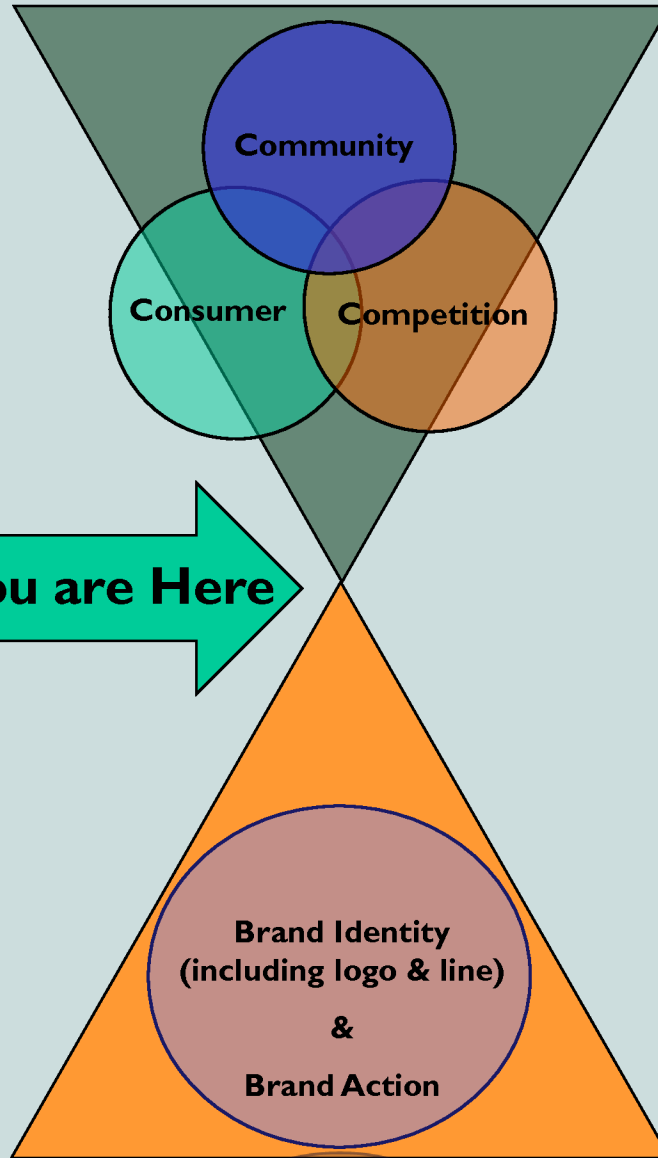


Branding is the strategic
orchestration of all that you do to
affect what your community members, consumers
and competition are saying about the
City of Rancho Cordova.

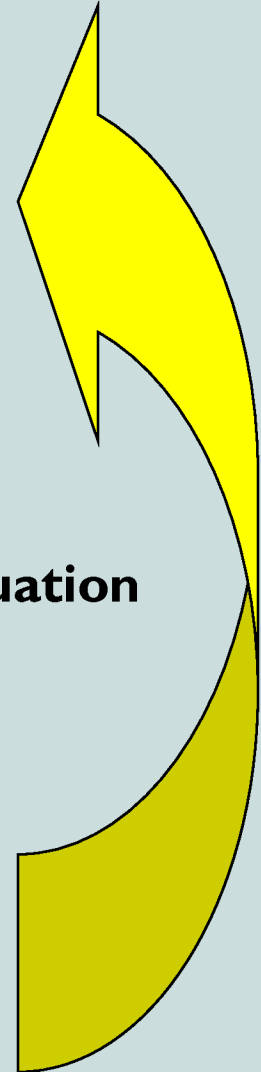
Understanding

Insights

Imagination



Evaluation



NORTH STAR
DESTINATION STRATEGIES

RESEARCH INSTRUMENTS

Community

Research & Planning Audit
Communication Audit
Situation Analysis
Familiarization Tour
Stakeholders

- Key Stakeholder Interviews
- Undercover Interviews
- Focus Groups

Vision Survey
Community Survey
Brand Barometer
Geo-demography
Consumer Profiling (Residents)

Consumers

Geo-demography Consumer Profiling (Regional Profile)
Consumer Awareness & Perception Study
(Quantitative)
Visitors and Non-visitors
Top Business Prospects

Competition

Competitive Positioning Review
Brand Message Assessment
Consumer Awareness & Perception Study
(Quantitative)
Visitors and Non-visitors

Research & Materials Audit

City of Rancho Cordova

- Business Walk data (2012)
- Rancho Cordova Veteran's Profile
- "Rancho Cordova City Views" magazine (Spring 2013)
- "Welcome to Rancho Cordova" brochure (2003)
- Economic Development Profile (2008)

Cordova Community Council

- "Cordova Cares" brochure
- General information brochure
- 4th of July Celebration brochure and flyer (2012)
- 14th Annual Community Volunteer Awards flyer
- iFest International Festival flyer (2012)
- Genesis an Exhibition of Fine Arts flyer and post card (2012)

Chamber of Commerce

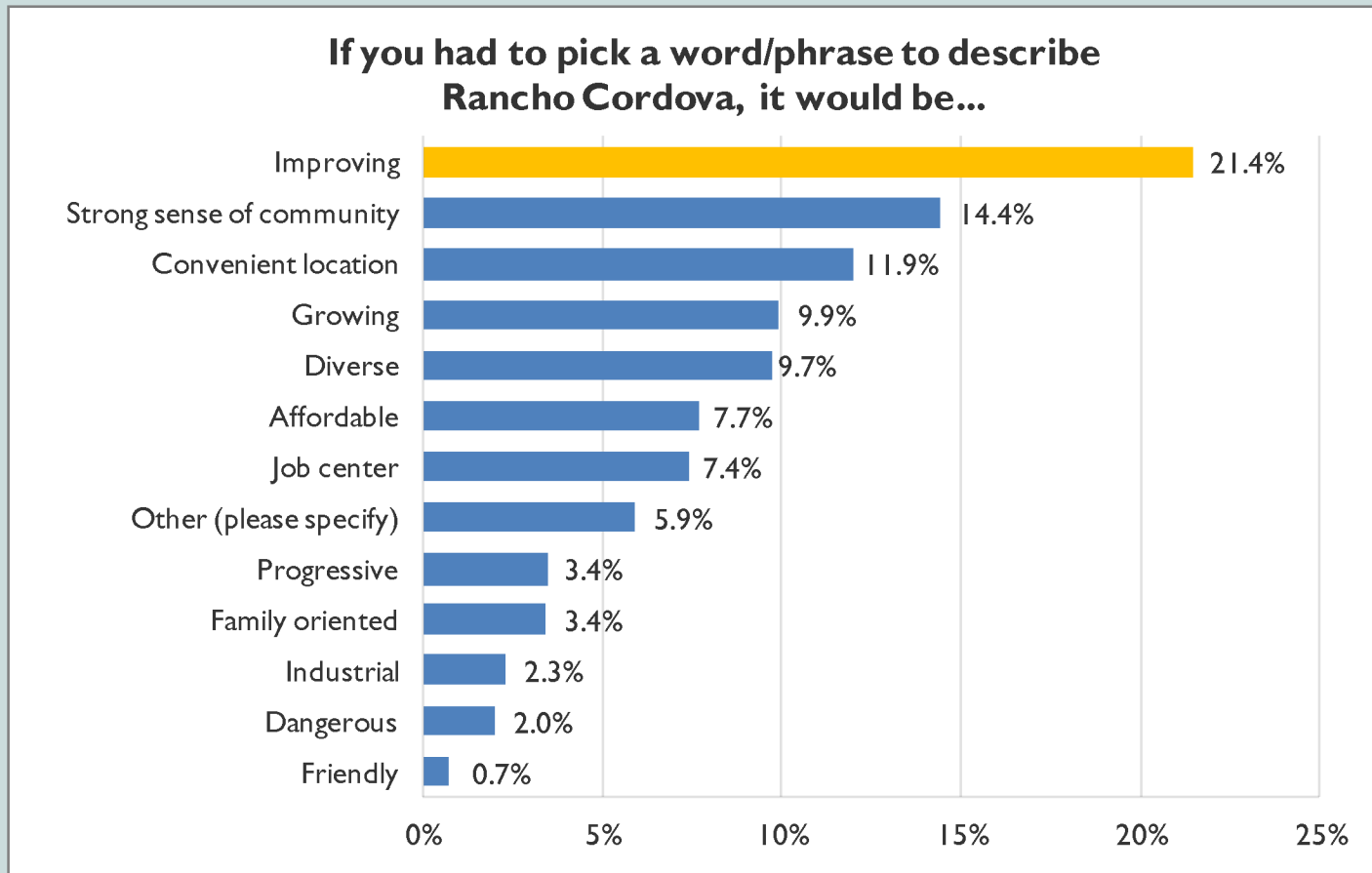
- The Fabulous 50 Magazine: New History in the Making
- Business Forecast flyer (2012)

Defining Rancho Cordova



Resident Perceptions

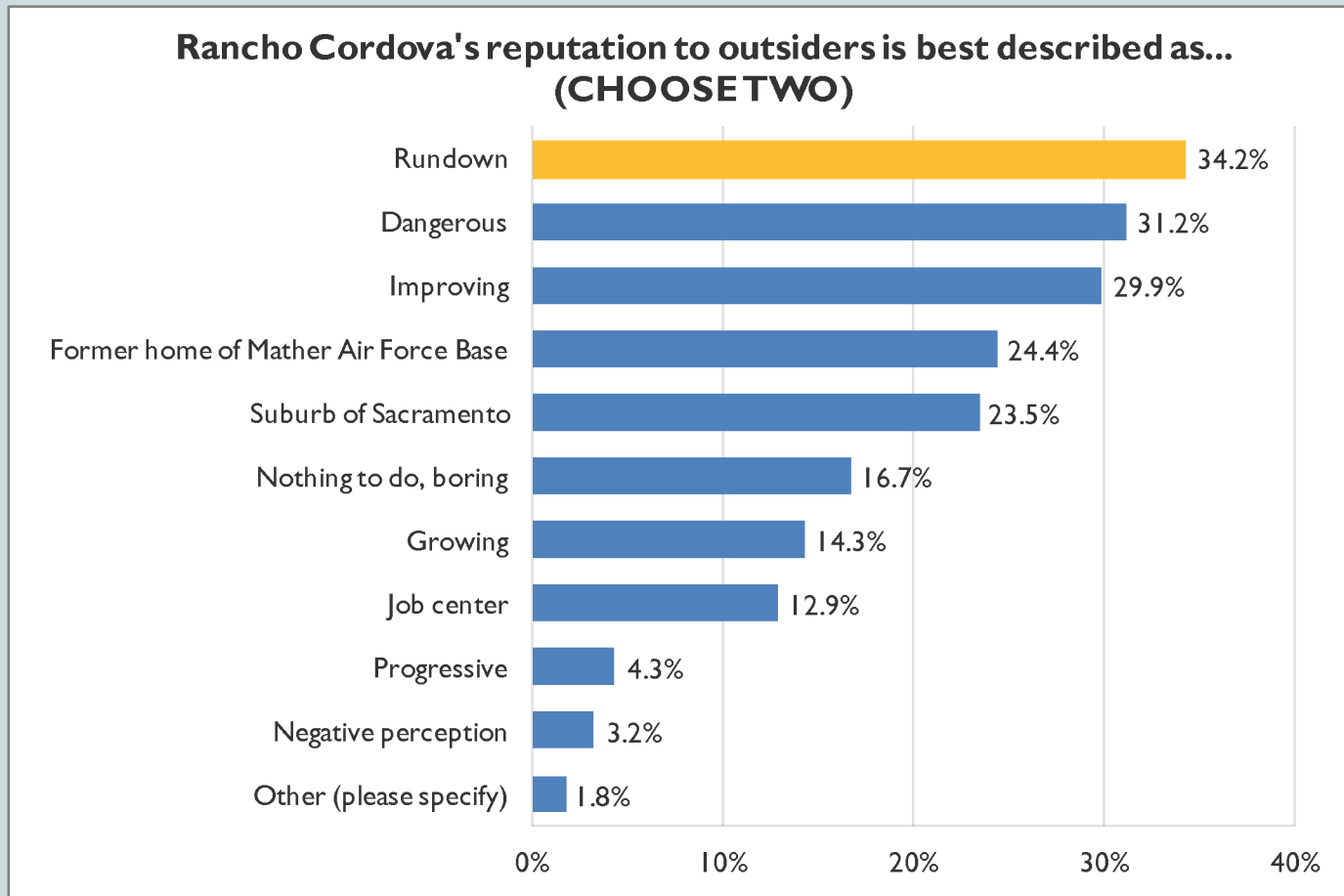
Respondents most often described Rancho Cordova as improving.



Other: Taxes, overpopulated

Resident Perceptions

Rancho Cordova's reputation to outsiders is best described as rundown.



Other: Good and bad areas

Community Strengths

Rancho Cordova Assets

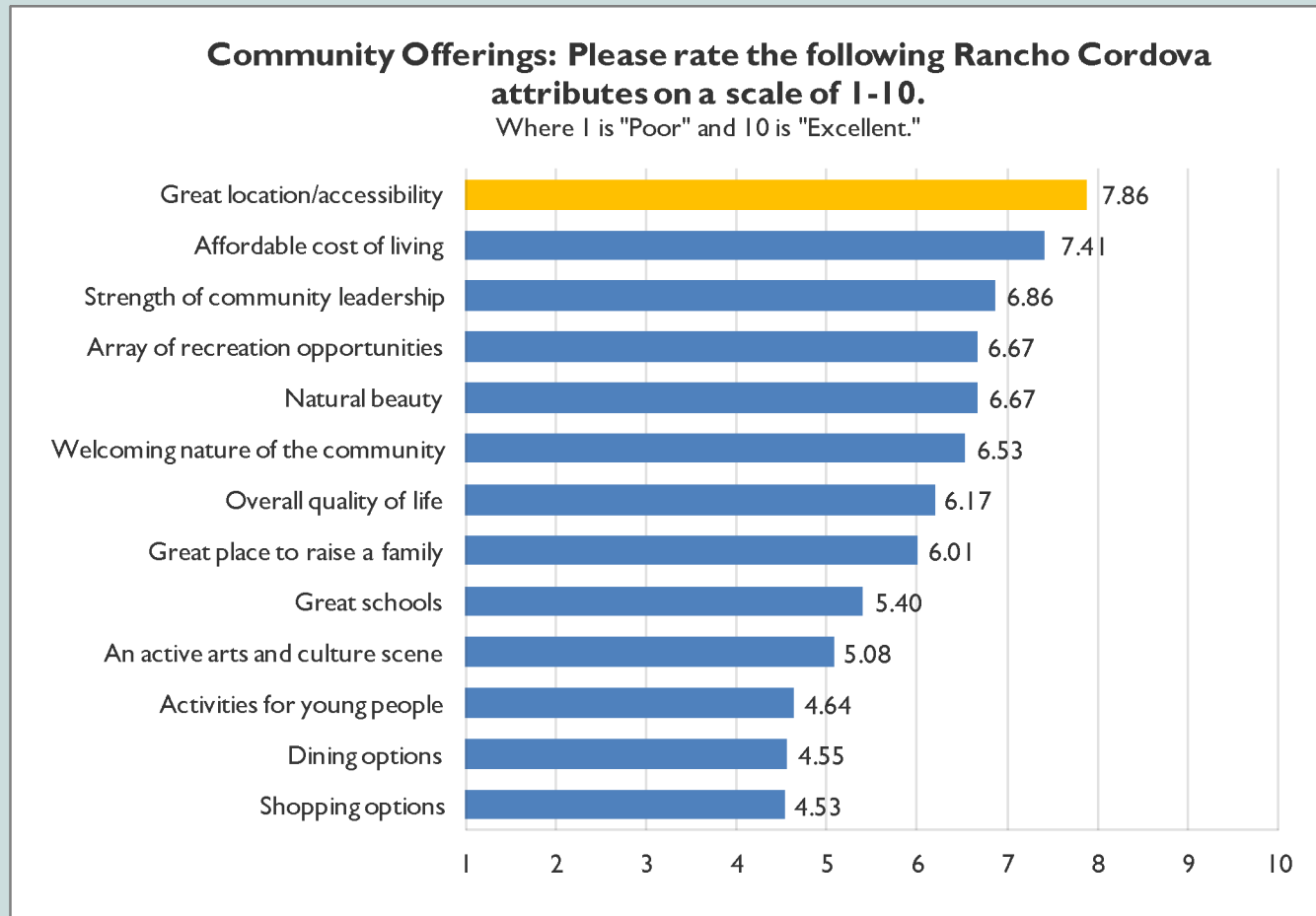
WHAT WE HEARD FROM **ALL** PERSPECTIVES THROUGHOUT THE RESEARCH

- Mather Airfield
- American River Parkway
- Lake Natoma
- California Capital Airshow
- Sacramento State Aquatic Center
- Mather Sports Complex
- Cordova Community Council
- Festivals and Events
- Fiscally responsible
- Sports tournaments
- Granite Arch Climbing Center
- Cordova Restaurant and Casino
- Sky High Sports Sacramento
- Sacramento Valley Live Steamer
- Sacramento Children's Museum
- Hagan Community Park
- Nimbus Winery Shopping Mall
- Proximity to Sacramento, San Francisco, Lake Tahoe, etc.
- Prairie City State Vehicular Recreation Area
- City Government
- Sacramento Sportsplex
- Tommy T's Comedy and Dinner Theatre
- Soil Born Farms
- Ford Museum



Resident Perceptions

Rancho Cordova's greatest community offering is its great location and accessibility.

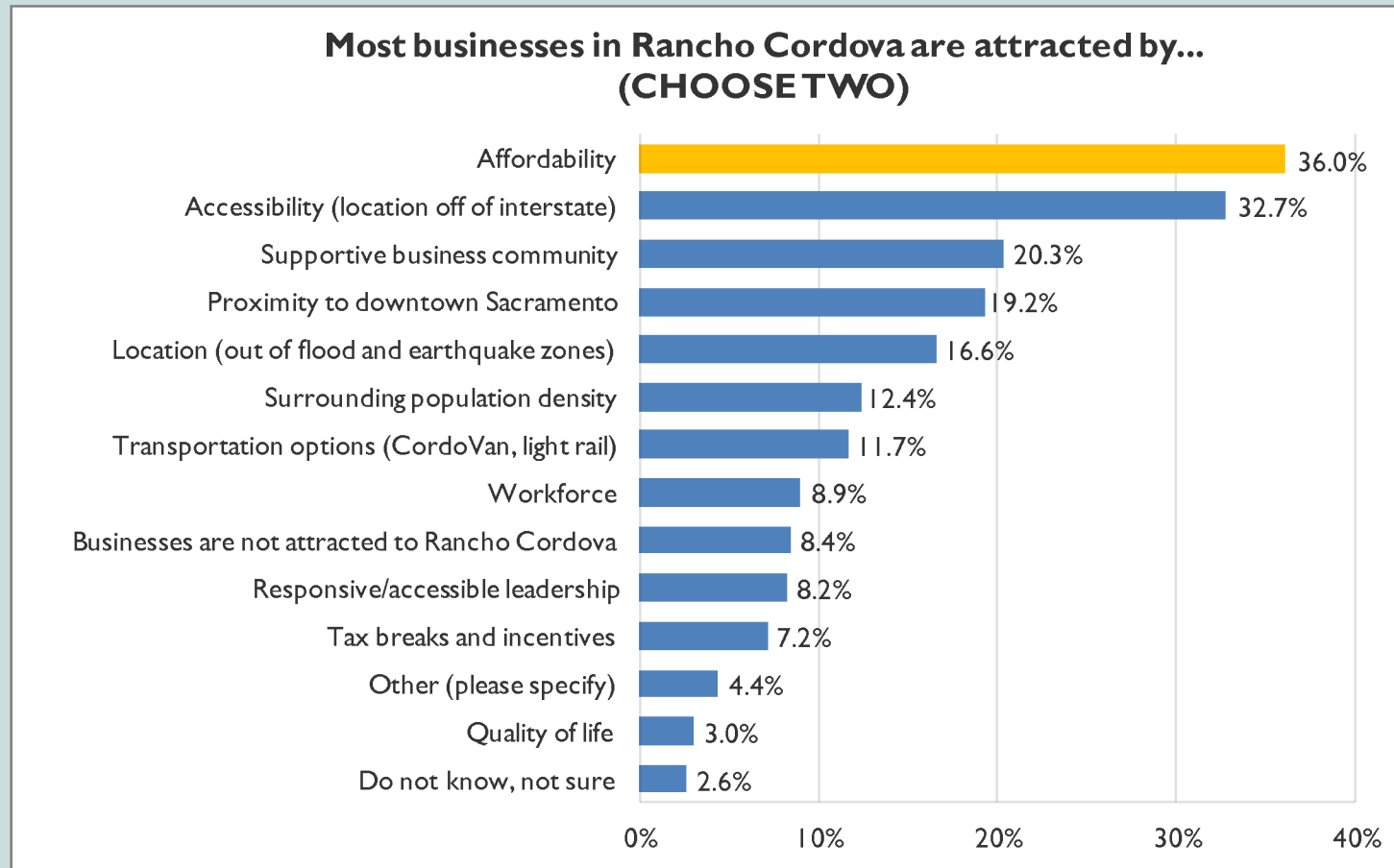


STAR

DESTINATION STRATEGIES

Resident Perceptions

Most businesses in Rancho Cordova are attracted by its affordability and accessibility.



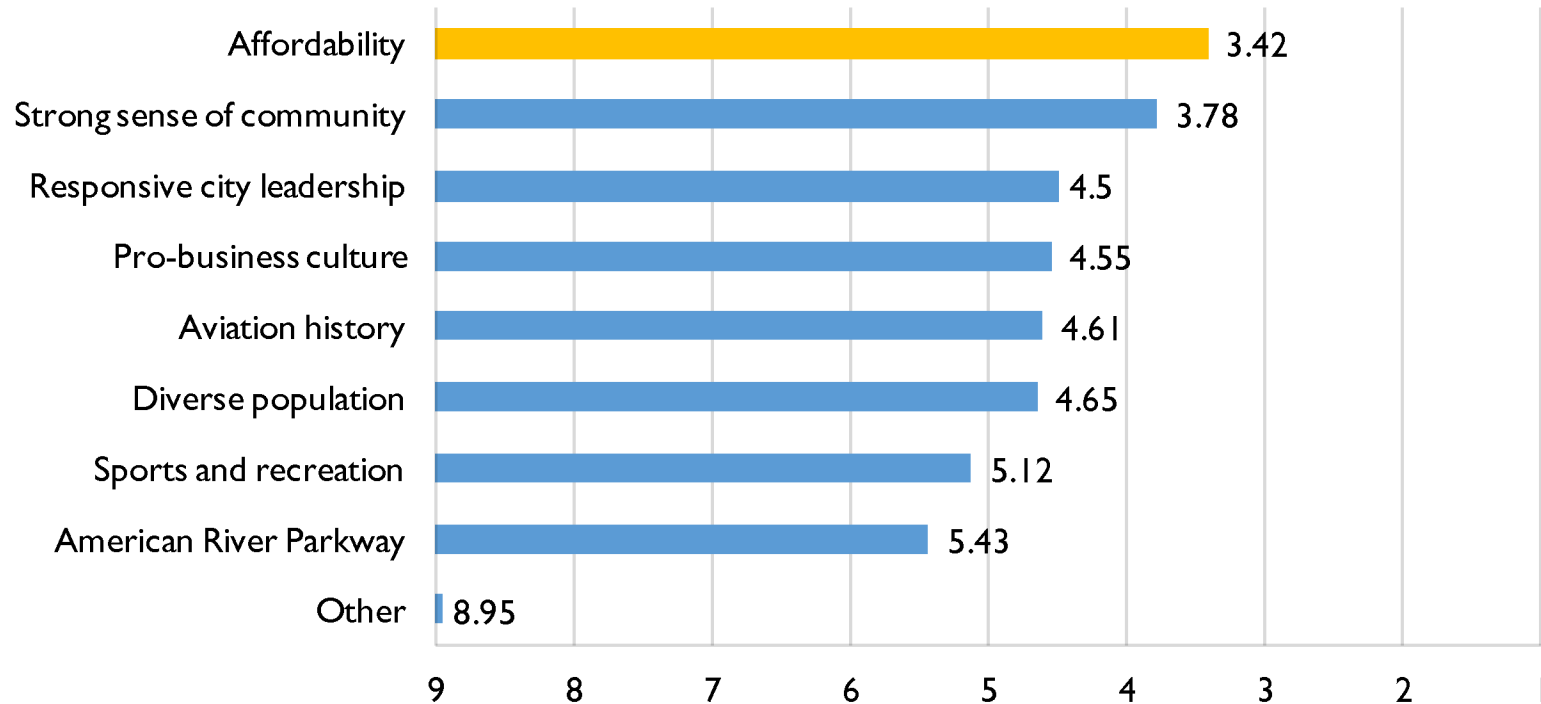
Other: Workforce, housing

CAP Study

RANCHO CORDOVA EXPERIENCE

How important are the following to the Rancho Cordova experience? Please rank by order of importance.

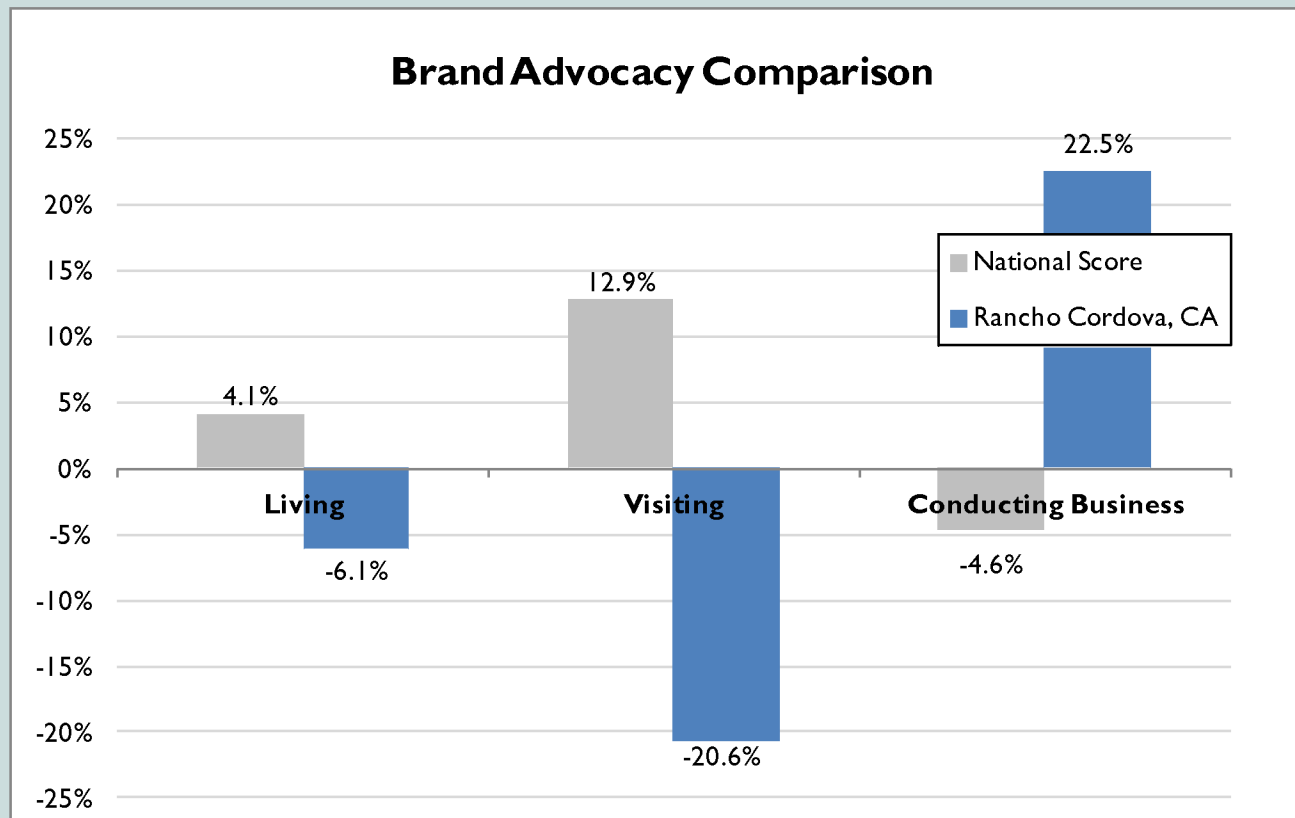
Where 1 is "most important" and 9 is "least important."



Brand Barometer

Brand Advocacy Score = % Promoters – % Detractors

Rancho Cordova significantly outperforms the national average as a place to conduct business.



Community Challenges

Rancho Cordova Challenges

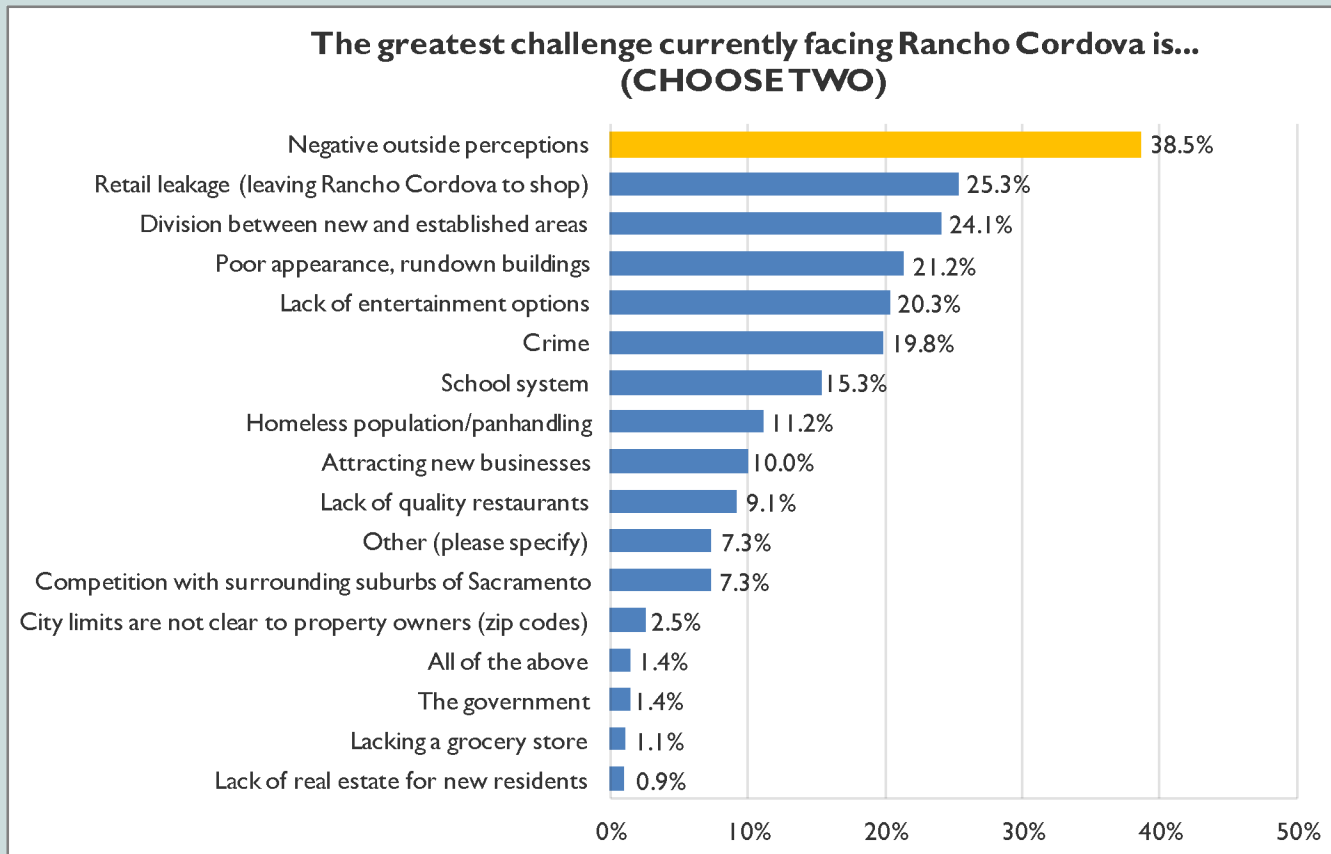
WHAT WE HEARD FROM **ALL** PERSPECTIVES THROUGHOUT THE RESEARCH

- Crime
- Schools
- Negative outside perceptions
- Division between new and established areas
- City limits aren't clear to property owners (zip codes)
- Poor appearance, rundown buildings
- Lack of quality restaurants
- Retail leakage
- Homeless population/panhandling
- Lack of family/kid-friendly activities
- Poverty
- Strip clubs
- No downtown/city center
- Lack of public transportation options
- Lack of grocery stores near housing developments



Resident Perceptions

The greatest challenge currently facing Rancho Cordova is its negative outside perceptions.



Other: High poverty level, lack of stores

Community Leader Perceptions

IMPROVING RANCHO CORDOVA

If you could take away something from Rancho Cordova that would make a positive difference for its future, what would you take away?

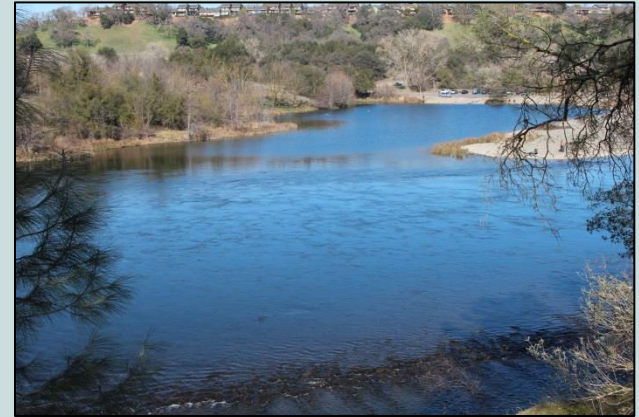
- The reputation of being a crime area
 - *“Crime or the feeling of not being ultra safe at night in some of the areas when you run errands.”*
- The blighted, unkempt areas
 - *“The blight of closed and very run down businesses along Folsom Boulevard.”*
- Unattractive (adult) stores and entertainment
 - *“I know they bring in money, but they are just not a good image for families moving in.”*
- Traffic
 - *“Do something about the horrible traffic jams on the Sunrise connector to Hwy 50.”*

Community Opportunities

Rancho Cordova Opportunities

WHAT WE HEARD FROM **ALL** PERSPECTIVES THROUGHOUT THE RESEARCH

- Specialty retail
- Additional restaurants
- Adult and youth sports center
- Developing a city center
- Marketing and promotion
- Improved aesthetics and community appearance
- Riverfront development
- Promoting the American River Parkway
- Promotion of pro-business culture
- More new homes
- Entertainment/nightlife
- Strengthen community pride



Perception Study

In your opinion, what are Rancho Cordova's greatest opportunities for future growth?

- Promotion of better office space for the price
- Free business parking
- Great entry point for those coming to California from out of state
- More affordable than coastal communities
- Great locations for headquarter operations and office locations
- Overall more cost-effective
- Available land
- Exposure from traffic on Highway 50

Perception Study

Would you agree that Rancho Cordova is an ideal first home in California for new residents and businesses that are relocating from out of state?

Yes – majority

- Housing stock – new and older, established homes
- Room for business development
- Affordable
- Available land
- Recreational opportunities
- Access to American River Parkway

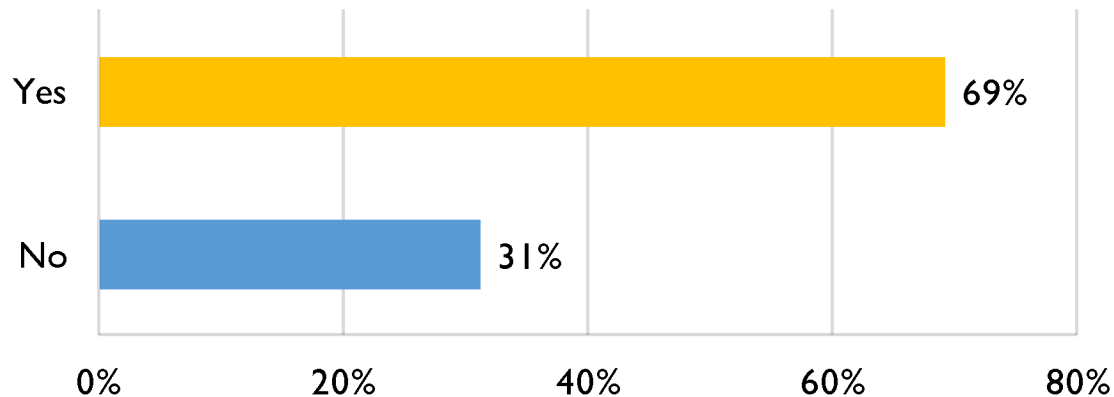
No

- Challenges with permitting process and fees
- Lack of housing options for senior executives
- Schools
- Safety

CAP Study

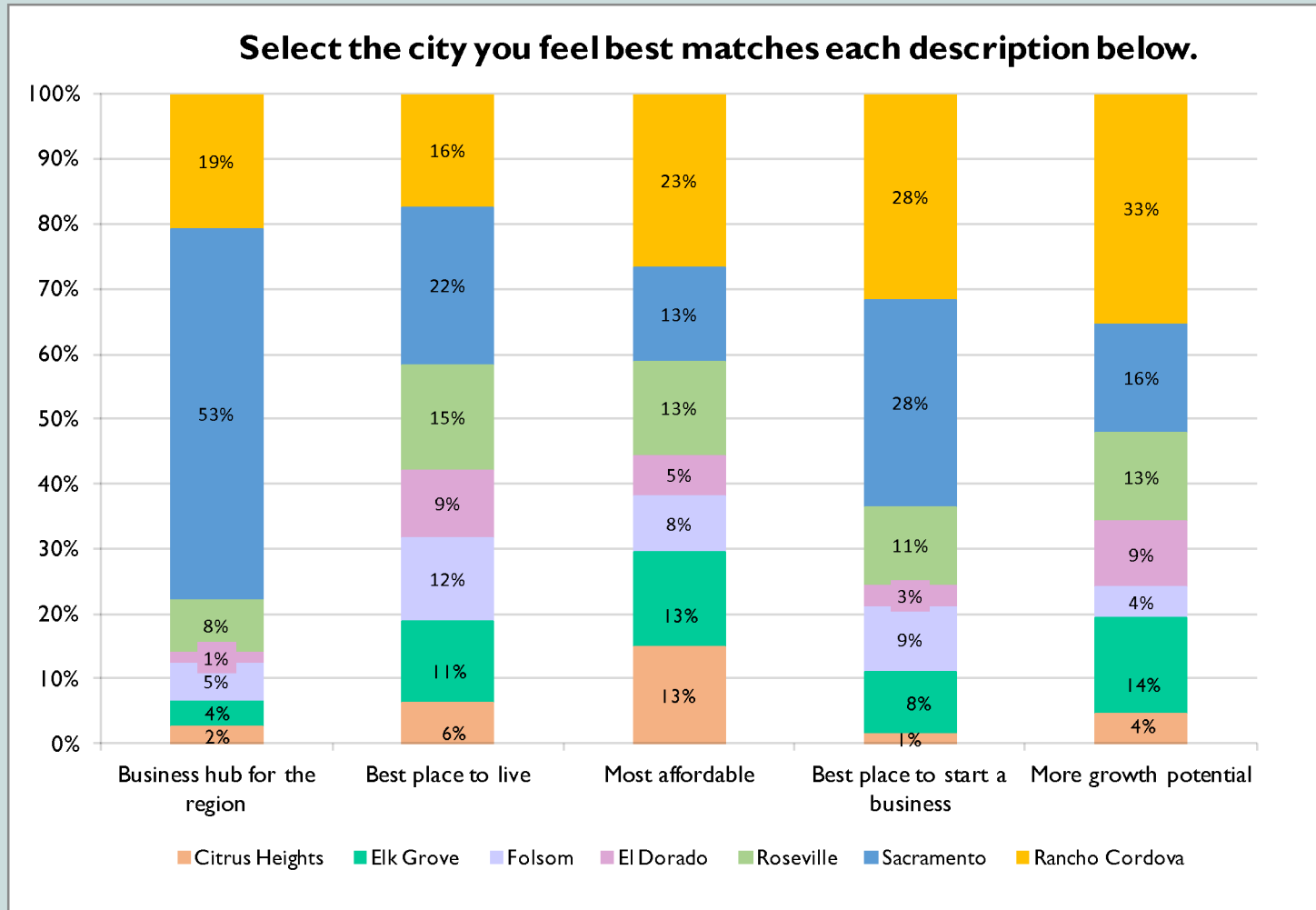
RELOCATING

In your opinion, is Rancho Cordova an ideal first home in California for new residents or businesses that are relocating from out of state?



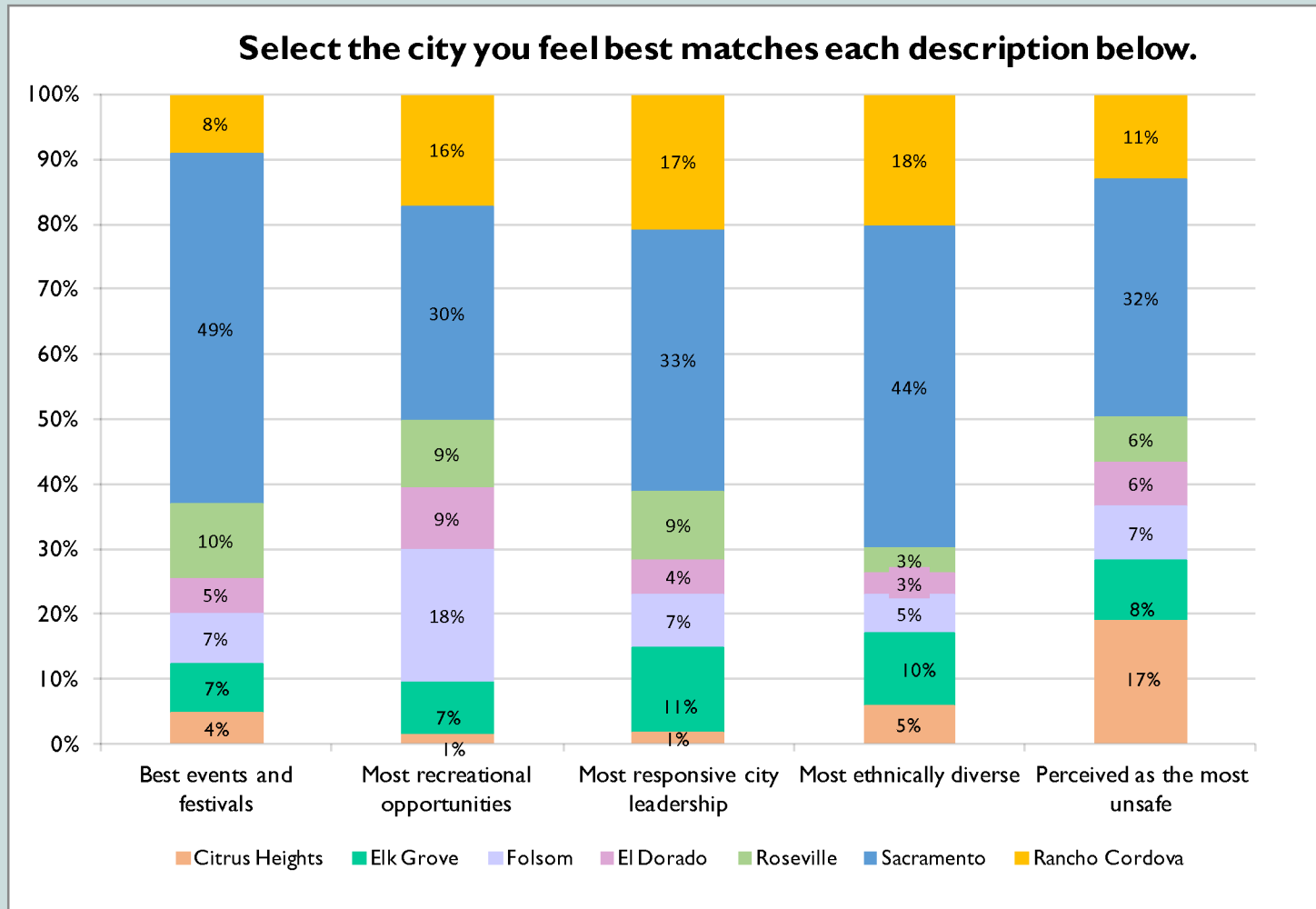
CAP Study

COMMUNITY DESCRIPTIONS



CAP Study

COMMUNITY DESCRIPTIONS



Insights

Conclusions based on research

Where does this research lead us?

Repetition
Repetition
Repetition

“All growth depends upon activity. There is no development physically or intellectually without effort, and effort means work.”

- President Calvin Coolidge

Civic Pride

“Rancho Cordova’s greatest asset is the people who live and work there who want to see it reach its full potential.”

- Vision Survey Response

Cordova Community Council

“I describe Rancho Cordova as the little engine that could. We are very positive and possess a strong volunteer spirit that never seems to burn out.”

- In-Market Response

Aviation Heritage



EIGHTH ANNUAL
CALIFORNIA CAPITAL AIRSHOW
MATHER AIRPORT • OCTOBER 5-6, 2013



HONORING OUR PAST - INSPIRING THE FUTURE

City Government

“The most valuable asset in Rancho Cordova is the leadership. They’re operating within their budget and they think outside the box.”

- Perception Call



Photo credit: Pedro Marenco



AGENDA ITEM 21.1

Photo credit: Pedro Marenco



- Above flood plain
- Superior seismic zone
- Proximity to San Francisco Bay Area and Sacramento
- Enterprise Zone tax incentives
- Access to workforce
- Inventory of available properties
- Low commercial/industrial rent
- Location on Hwy. 50
- Affordable housing options
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Rancho Cordova is...

- Approachable
- Innovative
- Progressive
- Visionary
- Adaptable
- Responsible
- Engaged
- Diverse
- Affordable
- Growing
- Ambitious

“Rancho Cordova is an ideal location to establish a headquarters, especially for business, but also for residents looking for quality of life factors that make living easier from responsive leadership to recreational opportunities.”

- Perception Call

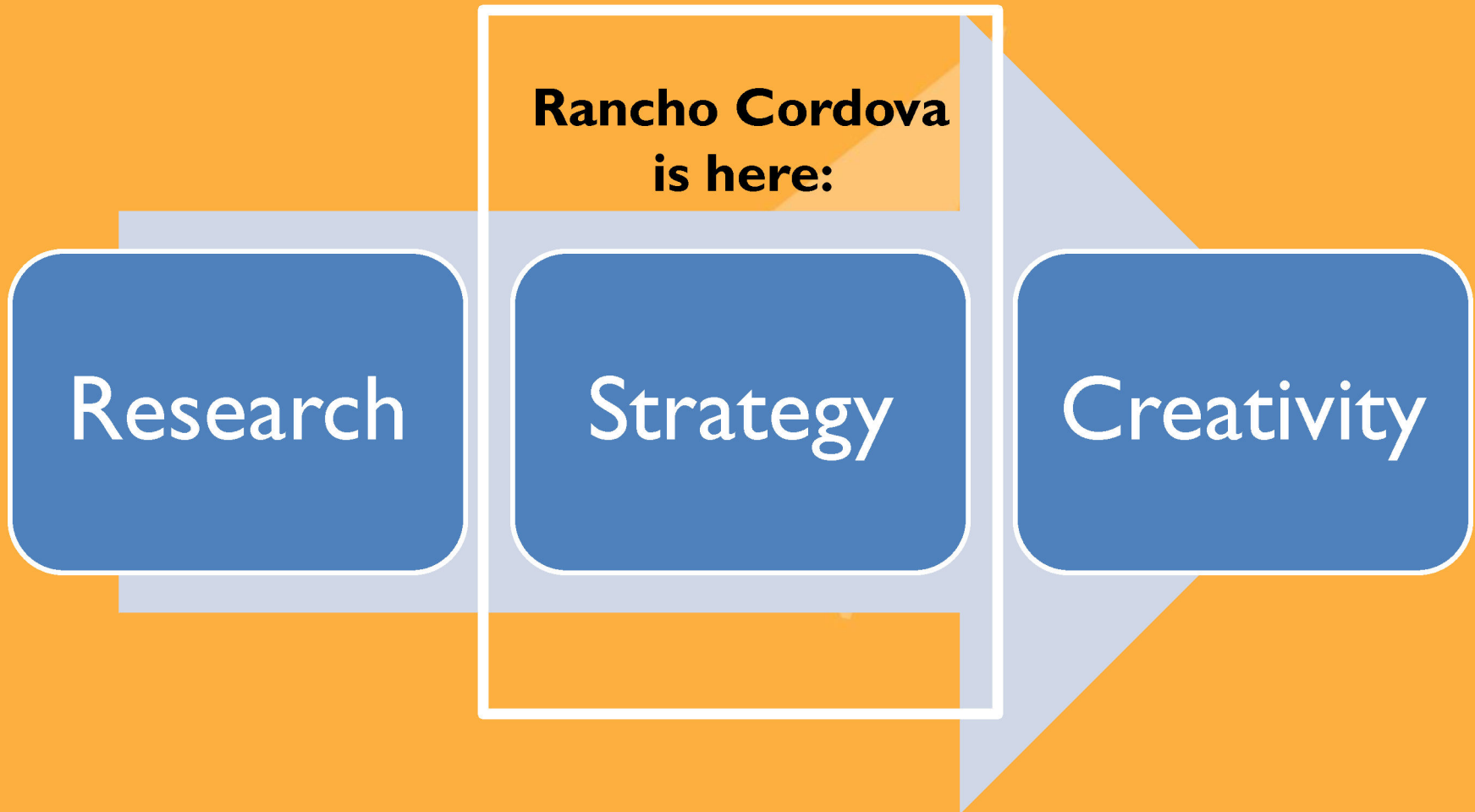
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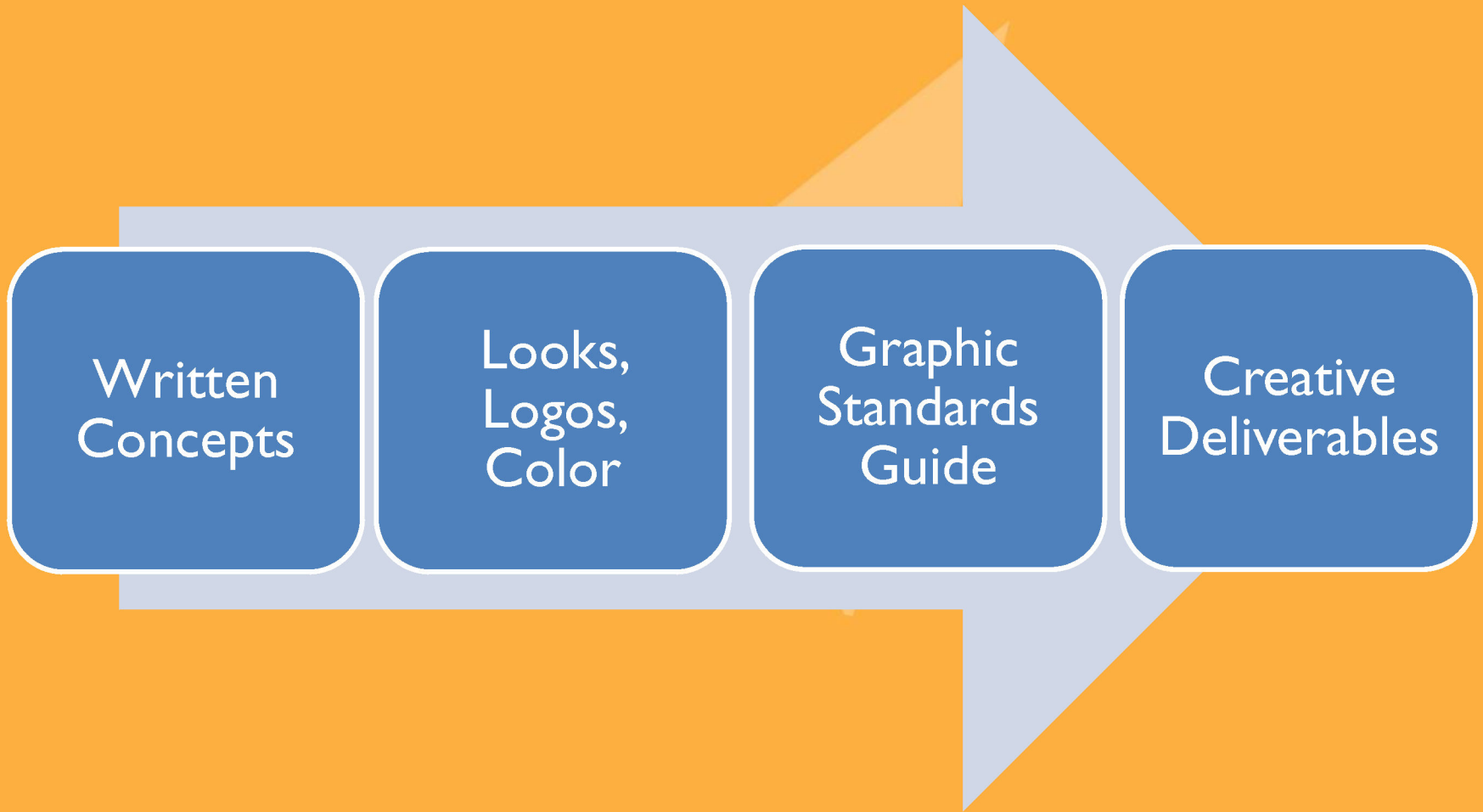
THE NORTH STAR CREATIVE PROCESS



OUR PROCESS BUILDS UPON THE RESEARCH



CREATIVE PROCESS



EXAMPLE OF NORTH STAR'S CREATIVE PROCESS FROM GOSHEN, INDIANA



GOSHEN, IN BRAND PLATFORM

- Target Audience:* For those who value community,
- Frame of Reference:* Goshen is the county seat and a manufacturing hub in Elkhart County
- Point-of-Difference:* where a tradition of being motivated by the greater good
- Benefit:* gives you a sense of harmony and the rewards of contributing.

Step 1: Written Concepts

We're altogether — and all together — invested in Goshen's success. All involved, all-for-one, in an all-Indiana kind of place. People here are committed to the greater good. Which has helped make this an uncommonly great place to live, work and visit. It's a spirit that has always been here. It's contagious.

To fully appreciate the Goshen experience, you have to, well, come experience it with us. Join us here in Goshen and see how we're all in it together, in it for good.

Goshen, Indiana...Common Good. Uncommonly Great.



Step 1: Written
Concepts

Step 2: Looks,
Logos, Color



UNCOMMONLY GREAT

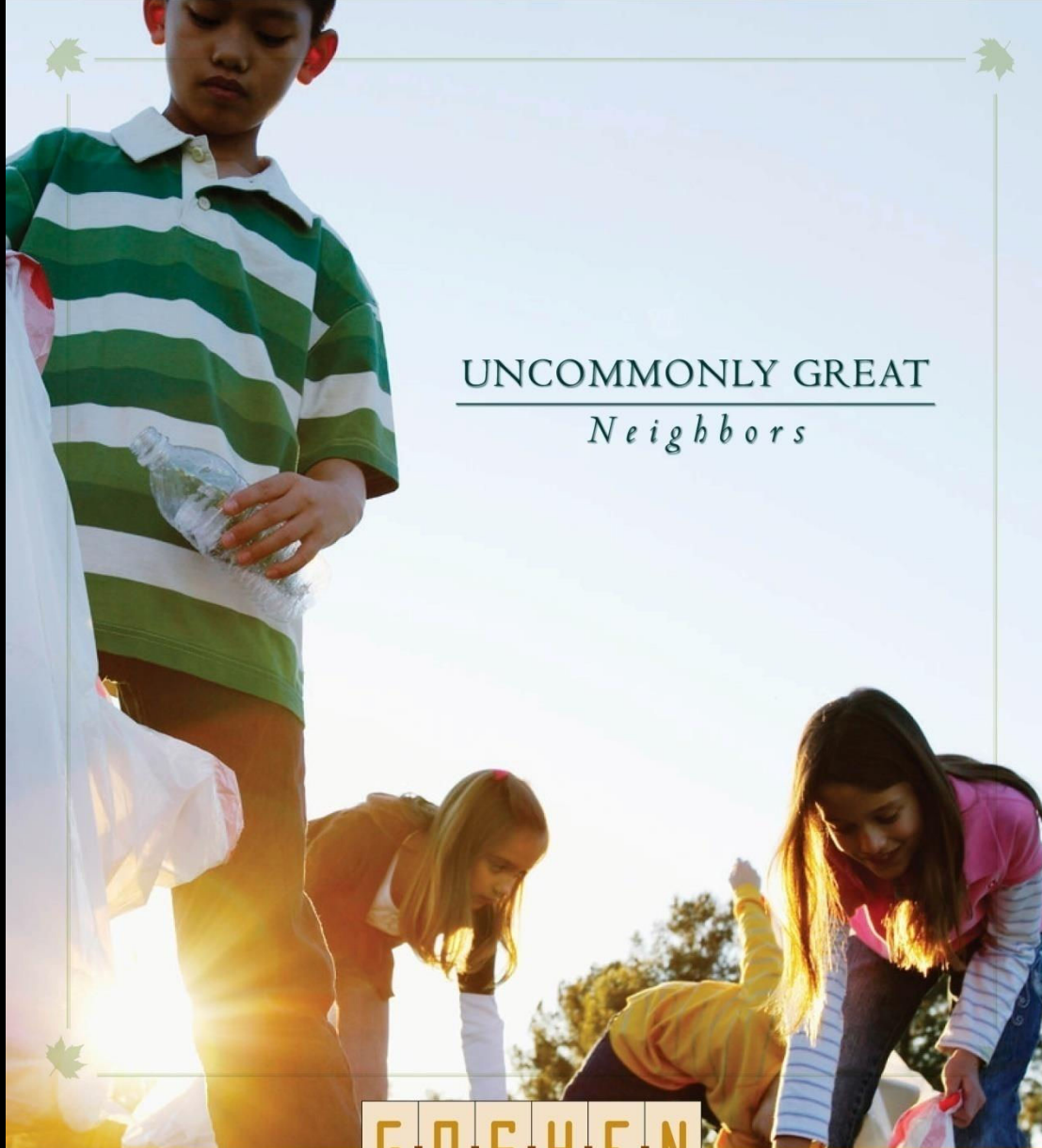
Medicine

G · O · S · H · E · N

I N D I A N A

Et ero mos ea di quo et as autemque aut andendu santum volectas renibus, cullut harcipis esto omni commos resto cornist, num
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COMMON GOOD. UNCOMMONLY GREAT.



UNCOMMONLY GREAT

Neighbors

G · O · S · H · E · N

I N D I A N A

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G · O · S · H · E · N

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COMMON GOOD. UNCOMMONLY GREAT.



— I N D I A N A —

COMMON GOOD. UNCOMMONLY GREAT.



Written
Concepts

Looks,
Logos,
Color

Graphic
Standards
Guide

Goshen, Indiana Logo Usage

The following guidelines illustrate the proper use of the Goshen, Indiana logo.

Full color logo

The logo may be represented in full color using either spot color or 4color process printing techniques.



One color logo

The logo may be represented in a single color using PMS 5477, PMS 175, PMS 139, or Black with either spot color or 4color process printing techniques.



Reversed logo

The logo may be reversed out of a dark background but should be printed on white whenever possible.



Logo elements

The elements shown may be used separately from the logo when appropriate following the above color guidelines. They may be used as a group, separately or as a pattern (as shown).



Written
Concepts

Looks,
Logos,
Color

Graphic
Standards
Guide

Creative
Deliverables



COMMON GOOD.
UNCOMMONLY GREAT.







GOSHEN

INDIANA



Monday July 24

COMMON GOOD. UNCOMMONLY GREAT.



UNCOMMONLY GREAT
BUSINESS



UNCOMMONLY GREAT
EDUCATION



UNCOMMONLY GREAT
INDUSTRY



UNCOMMONLY GREAT
MEDICINE



UNCOMMONLY GREAT
VISIT



UNCOMMONLY GREAT
HOMETOWN

THE GOOD OF GOSHEN

CLICK TO FIND OUT MORE



Opta quis delectur, et quame voluptas aut est ma quia sit a qui volluptatur? Modio est, volore omnis ni aut harchil iamusdam evelit, nobit re pel

NEWS AND EVENTS

CLICK TO FIND OUT MORE



OPTA QUIS DELECTUR, ET QUAME
quia sit a qui volluptatur? Modio est, volore omnis ni aut harchil iamusdam evelit, nobit re pel molorer



OPTA QUIS DELECTUR, ET QUAME
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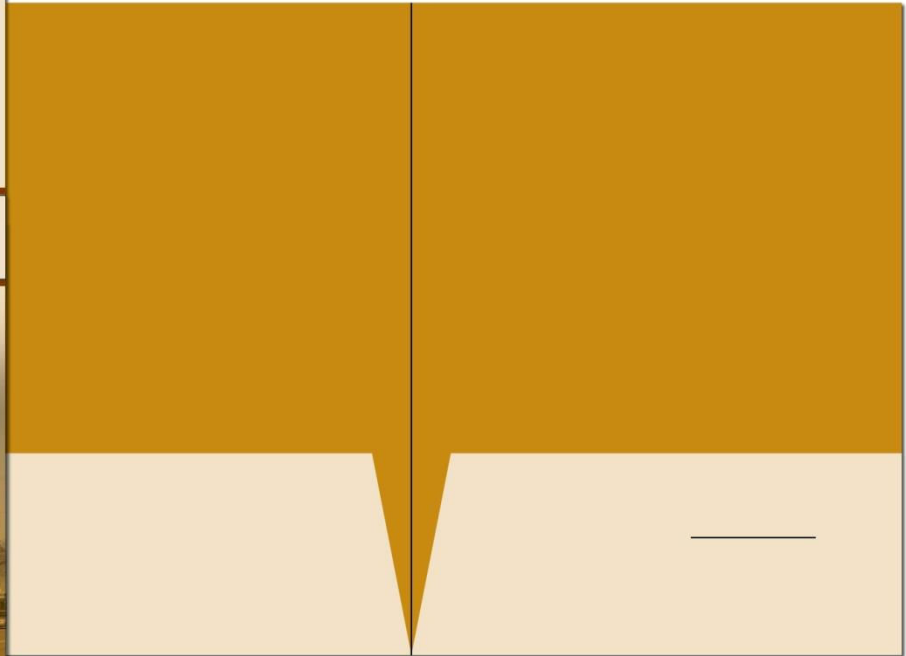
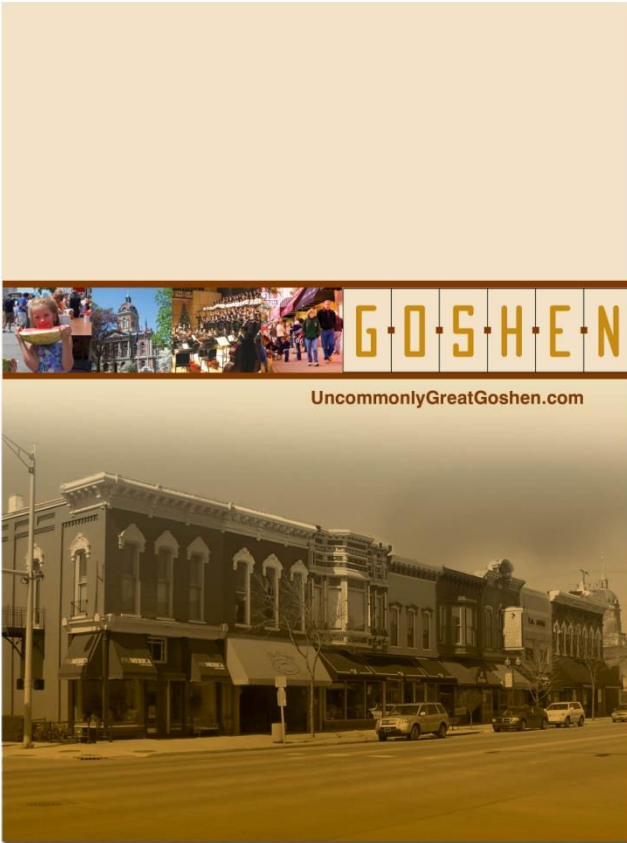


Everything comes together in Goshen — or, more precisely, everybody. There's a special spirit that has always been here, and it's wonderfully contagious. You'll see it all over town, from neighbors who help the new family on the block get moved in, to volunteers who help at a school. People here are committed to working for the common good. Which has helped make Goshen an uncommonly great place to live, work and visit. We're a richly diverse community of folks, making this a place where you're as likely to live near young professionals as retirees, and as apt to meet friends at First Fridays as at concert at the college or just strolling downtown. But what we share in common is the community ideal. Together, we've worked to make Goshen a place where









TEST YOUR
GOOD



NEXT STEPS FOR RANCHO CORDOVA

APPROVAL OF BRAND PLATFORM STATEMENT

WRITTEN CREATIVE CONCEPT AND STRAPLINE PRESENTATION

DEVELOPMENT OF “LOGOS & LOOKS”

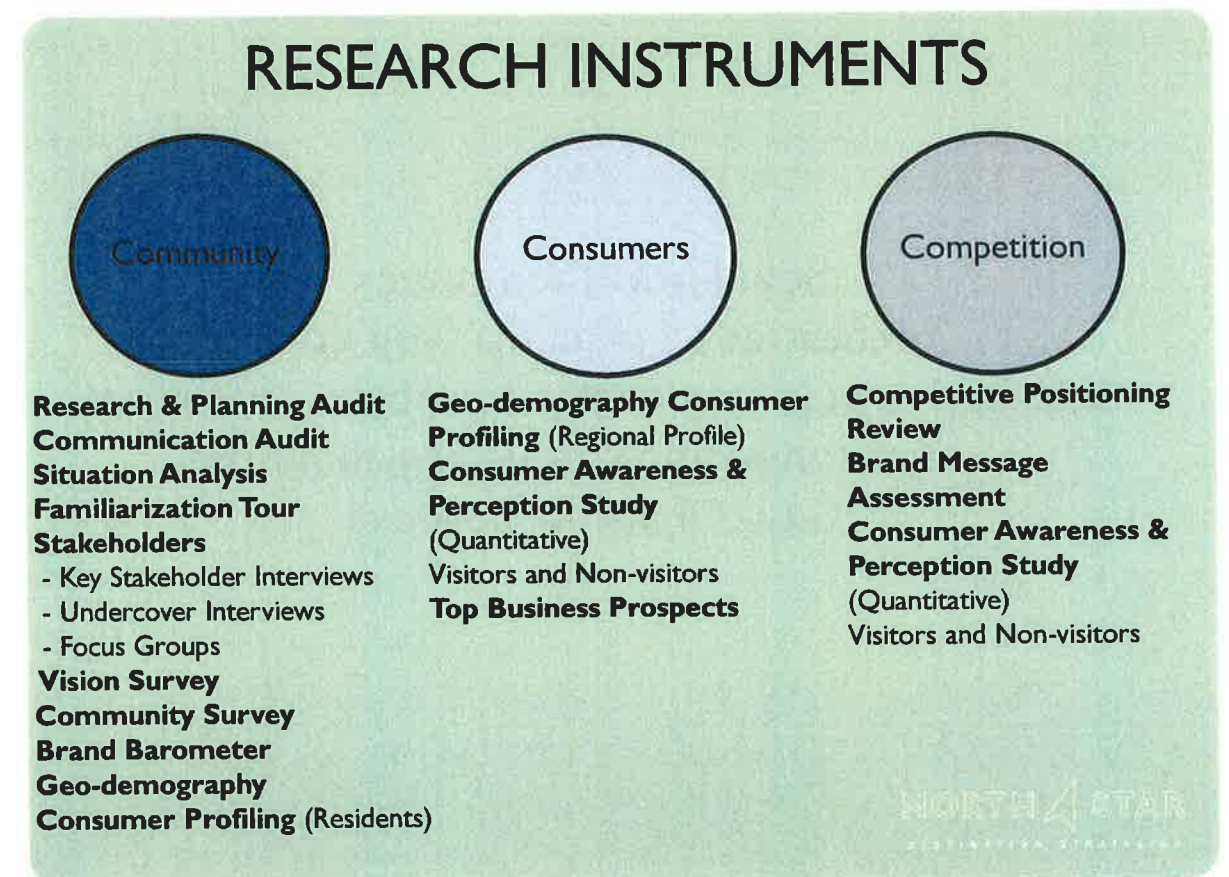
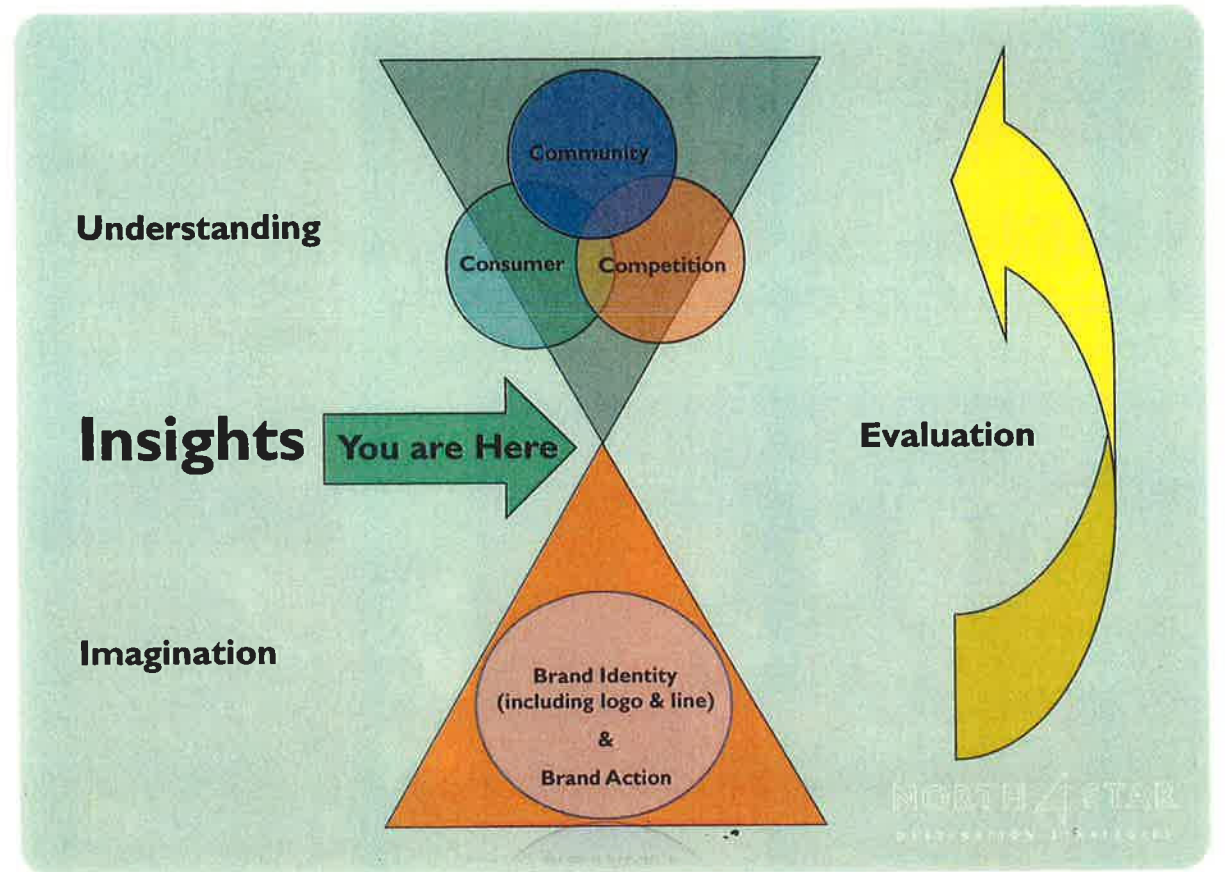
PRESENTATION OF “LOGOS & LOOKS”



Rancho Cordova, California

Understanding & Insights Presentation

Branding is the strategic orchestration of all that you do to affect what your community members, consumers and competition are saying about the City of Rancho Cordova.



Research & Materials Audit

City of Rancho Cordova

- Business Walk data (2012)
- Rancho Cordova Veteran's Profile
- "Rancho Cordova City Views" magazine (Spring 2013)
- "Welcome to Rancho Cordova" brochure (2003)
- Economic Development Profile (2008)

Cordova Community Council

- "Cordova Cares" brochure
- General information brochure
- 4th of July Celebration brochure and flyer (2012)
- 14th Annual Community Volunteer Awards flyer
- iFest International Festival flyer (2012)
- Genesis an Exhibition of Fine Arts flyer and post card (2012)

Chamber of Commerce

- The Fabulous 50 Magazine: New History in the Making
- Business Forecast flyer (2012)

NORTH STAR
SUSTAINABLE STRATEGIES

Defining Rancho Cordova

NORTH STAR
SUSTAINABLE STRATEGIES

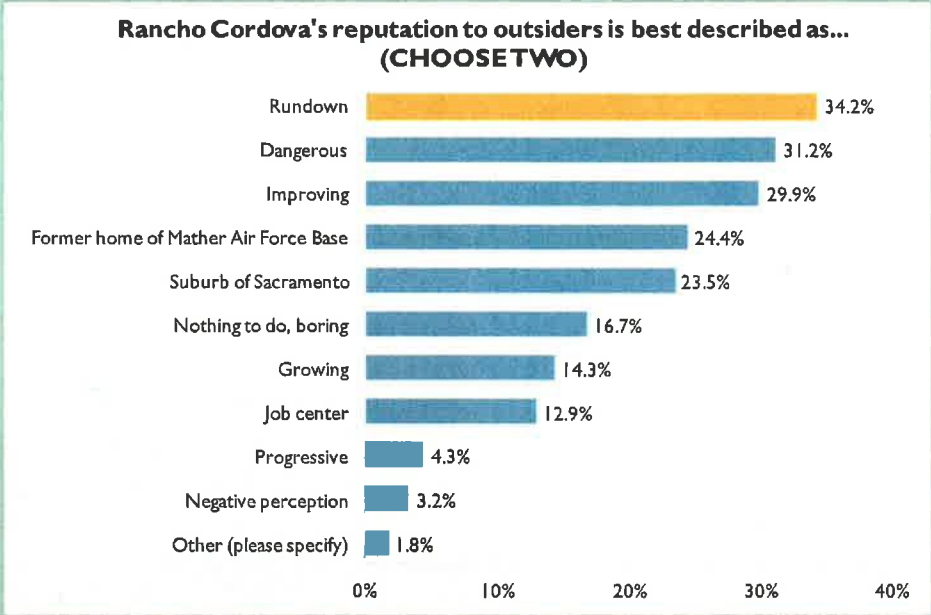
Respondents most often described Rancho Cordova as improving.

Reason	Percentage
Improving	21.4%
Strong sense of community	14.4%
Convenient location	11.9%
Growing	9.9%
Diverse	9.7%
Affordable	7.7%
Job center	7.4%
Other (please specify)	5.9%
Progressive	3.4%
Family oriented	3.4%
Industrial	2.3%
Dangerous	2.0%
Friendly	0.7%

MONSTER STAR
STATIONARY STATION

Resident Perceptions

Rancho Cordova's reputation to outsiders is best described as rundown.



Other: Good and bad areas

Community Strengths

Rancho Cordova Assets

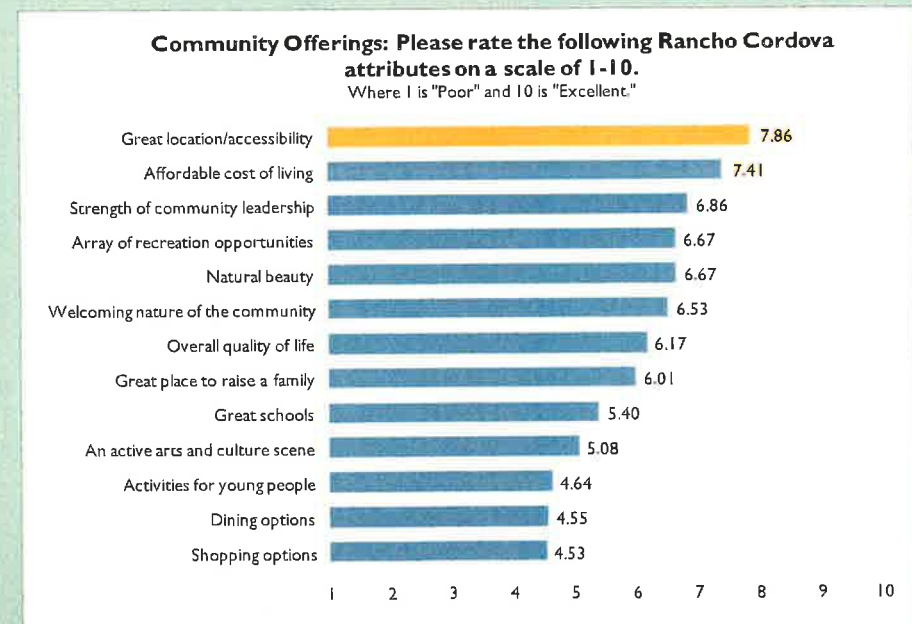
WHAT WE HEARD FROM ALL PERSPECTIVES THROUGHOUT THE RESEARCH

- Mather Airfield
- American River Parkway
- Lake Natoma
- California Capital Airshow
- Sacramento State Aquatic Center
- Mather Sports Complex
- Cordova Community Council
- Festivals and Events
- Fiscally responsible
- Sports tournaments
- Granite Arch Climbing Center
- Cordova Restaurant and Casino
- Sky High Sports Sacramento
- Sacramento Valley Live Steamer
- Sacramento Children's Museum
- Hagan Community Park
- Nimbus Winery Shopping Mall
- Proximity to Sacramento, San Francisco, Lake Tahoe, etc.
- Prairie City State Vehicular Recreation Area
- City Government
- Sacramento Sportsplex
- Tommy T's Comedy and Dinner Theatre
- Soil Born Farms
- Ford Museum



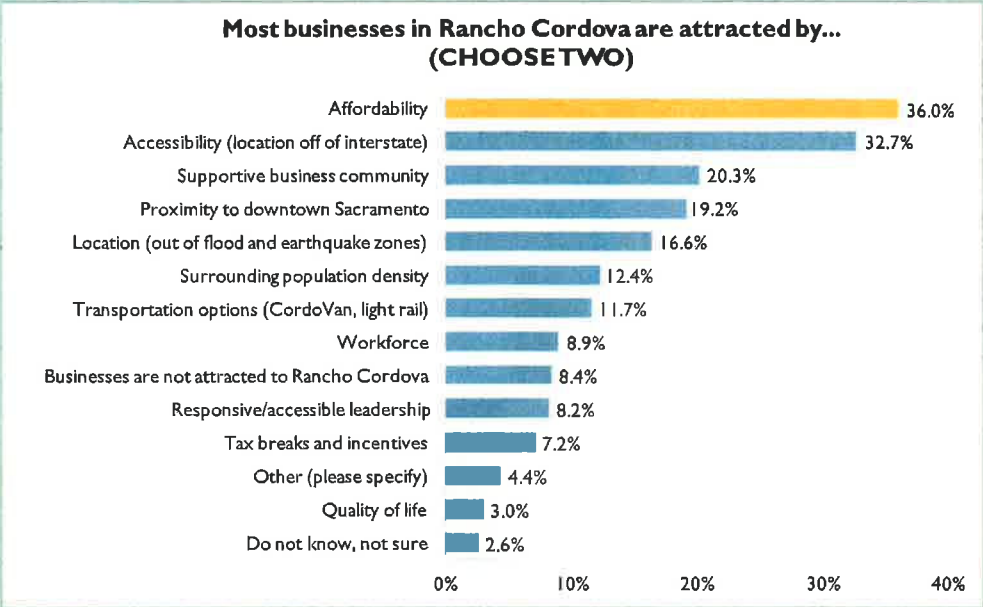
Resident Perceptions

Rancho Cordova's greatest community offering is its great location and accessibility.



Resident Perceptions

Most businesses in Rancho Cordova are attracted by its affordability and accessibility.

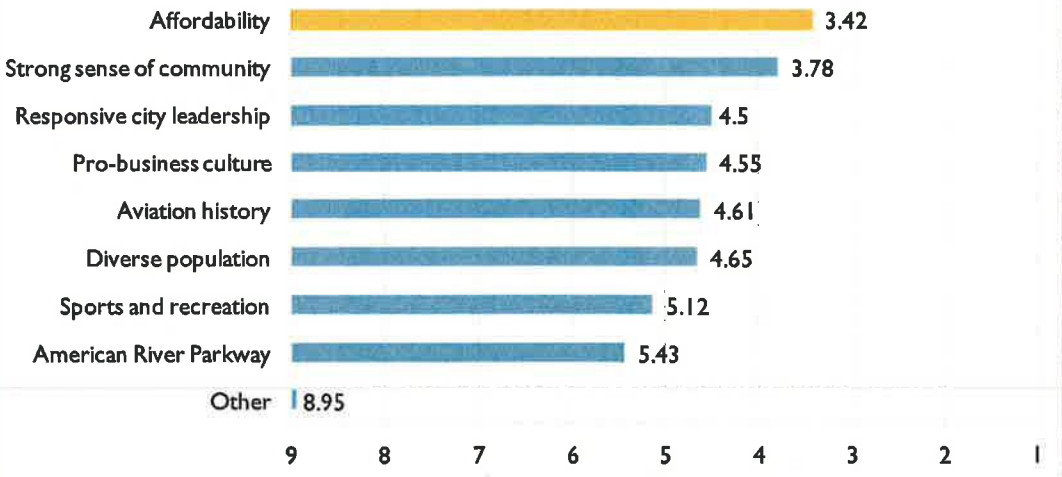


Other: Workforce, housing

CAP Study

RANCHO CORDOVA EXPERIENCE

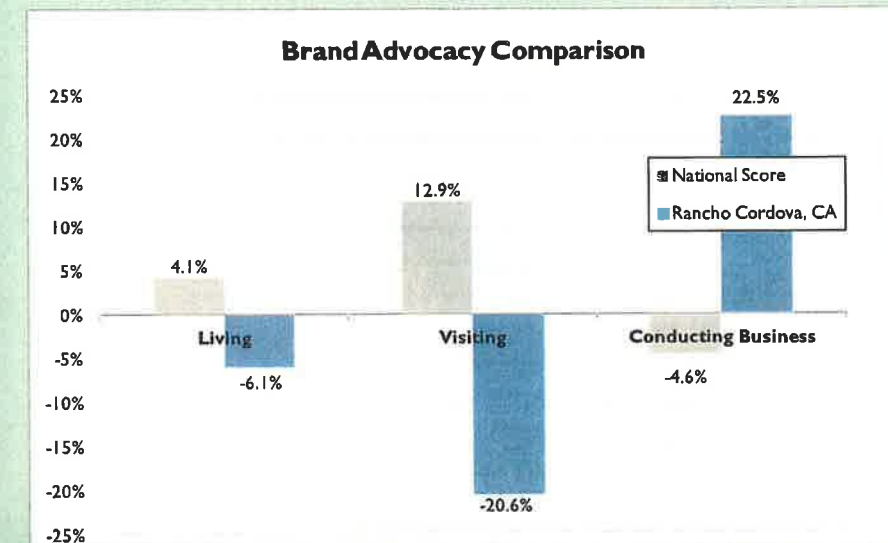
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Community Challenges

Rancho Cordova Challenges

WHAT WE HEARD FROM ALL PERSPECTIVES THROUGHOUT THE RESEARCH

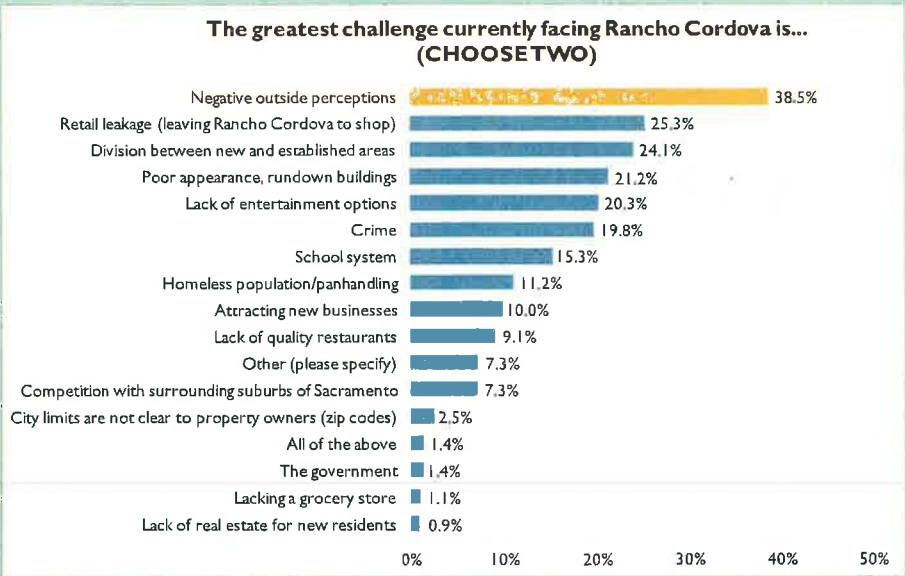
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NORTH STAR
TRANSITATION & MARKING

Resident Perceptions

The greatest challenge currently facing Rancho Cordova is its negative outside perceptions.



Other: High poverty level, lack of stores

NORTH STAR
TRANSITATION & MARKING

Community Leader Perceptions

IMPROVING RANCHO CORDOVA

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NORTH STAR
A COMMUNITY DEVELOPMENT FIRM

Community Opportunities

NORTH STAR
A COMMUNITY DEVELOPMENT FIRM

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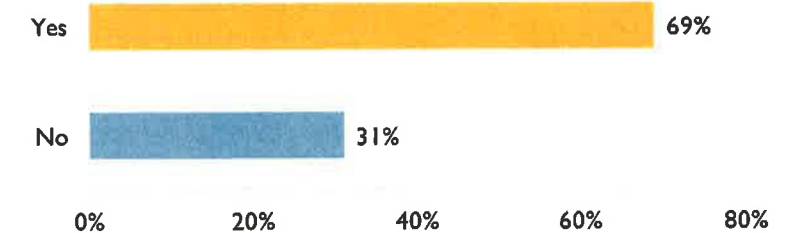
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- Schools
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NORTH STAR
DESTINATION STRATEGIES

CAP Study RELOCATING

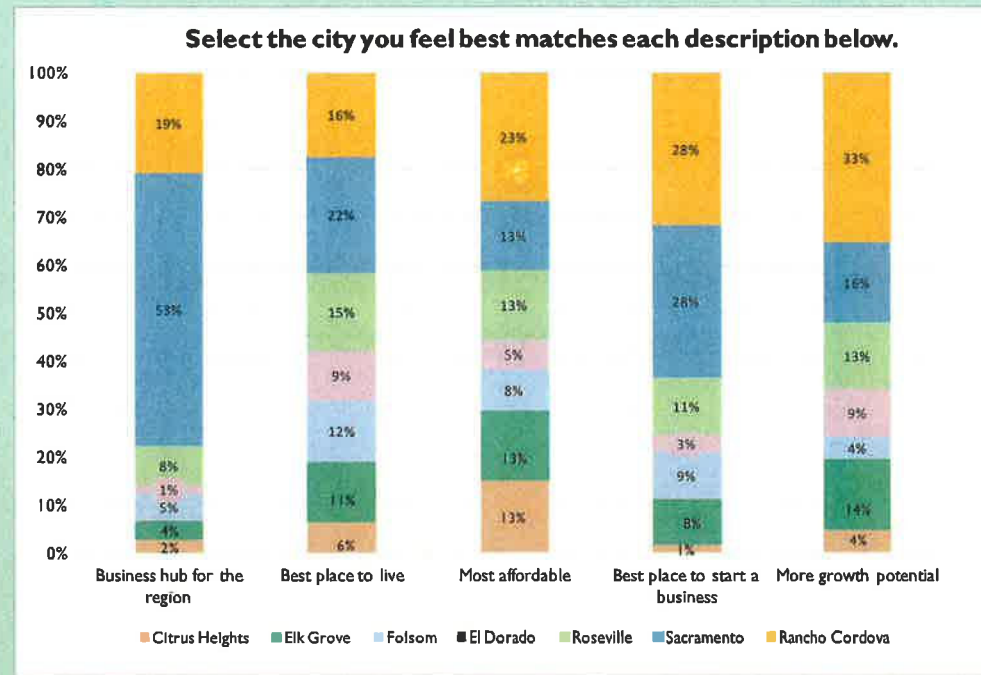
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NORTH STAR
DESTINATION STRATEGIES

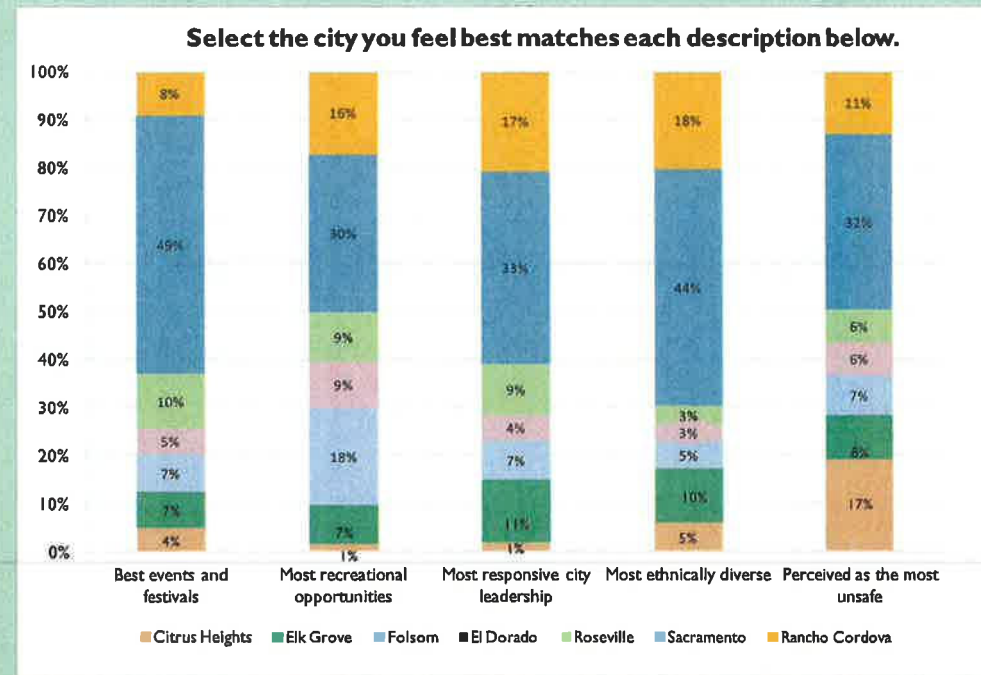
CAP Study

COMMUNITY DESCRIPTIONS



CAP Study

COMMUNITY DESCRIPTIONS



Insights

Conclusions based on research

NORTH STAR
AVIATION STRATEGY

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NORTH STAR
AVIATION STRATEGY

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Repetition
Repetition



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Civic Pride

NORTH STAR
DISTRIBUTION STRATEGY

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NORTH STAR
DISTRIBUTION STRATEGY

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NORTH STAR
INSPIRATION STRATEGIES

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- In-Market Response

NORTH STAR
INSPIRATION STRATEGIES

Aviation Heritage

NORTH STAR
DESTINATION AIRPORTS



City Government



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- Perception Call





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NORTH STAR
SUSTAINABLE DEVELOPMENT

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NORTHSTAR
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NORTHSTAR
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- Innovative
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NORTH STAR
VISIONARY STRATEGIES

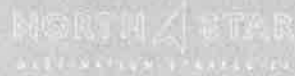
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NORTH STAR
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- ✦ Speaks to the City's growth potential and affordability.
- ✦ And importantly, allows Rancho Cordova to reframe the conversation that is already taking place.



Rancho Cordova Brand Platform



Brand Platform Definition

- Target Audience: Drill down to those for whom your community has the most appeal
- Frame-of-Reference: Simplistic reference and identifier for someone who knows nothing about your community
- Point-of-Difference: What is most relevant and distinct about you
- Benefit: What is in it for the residents and businesses



Rancho Cordova Brand Platform

- Target Audience: For those seeking a can-do culture,
- Frame-of-Reference: Rancho Cordova, near Sacramento on Hwy. 50 with access to miles of scenic beauty along the American River Parkway,
- Point-of-Difference: is an affordable home base, always looking for better ways of working
- Benefit: so you spend time moving forward.



Platform Rationale

- For those seeking a can-do culture,**
- Residents in Rancho Cordova are passionate about this city. Volunteers come out in full force to support community events and festivals planned by the Cordova Community Council each year.
 - There’s no doubt that some of that passion comes from your roots as a military community. The United States Air Force is known for being a trusted, reliable partner and for having integrity in all activities.
 - Of course, when Mather Air Force Base closed the space was repurposed and opened back up for business as Mather Field. Again, pointing to your determined spirit.



Platform Rationale

- Rancho Cordova, near Sacramento on Hwy. 50 with access to miles of scenic beauty along the American River Parkway,**
- Rancho Cordova has access to the Capital City’s amenities (from an international airport to sports teams and arts and cultural opportunities). Pointing to nearby Sacramento also lets outsiders know that you are centrally located in northern California.
 - The “Fabulous 50 Corridor” is a key asset for residents and businesses in the region – providing access to higher education institutions, airports, recreation and vibrant economies.
 - Over 10 miles of the American River Parkway are accessible in Rancho Cordova, giving outdoor enthusiasts an opportunity to run, walk, cycle, fish or simply take a deep breath of fresh air after a long day of work.



Platform Rationale

is an affordable home base, always looking for better ways of working

- Whether you're looking for a family home or a home for your new business, Rancho Cordova has the inventory and, according to research, it's the most affordable city in the region.
- Research shows that the City is an ideal place for a company's headquarters or for companies looking to relocate from out of state. Home base is also a nod to the City's Air Force history.
- Rancho Cordova is the Sacramento area's largest employment sub-center. The city is responsible for putting over 55,000 people to work everyday!
- Behind the scenes, City government is hard at work for its citizens and area businesses. Because of Rancho Cordova's innovative thinking, the City has a reputation for working smarter and getting things done.

Platform Rationale

so you spend time moving forward.

- Forward thinking citizens had the vision to push for incorporation in 2003 to ensure that future generations could prosper.
- Full speed ahead – since 2000, Rancho Cordova has grown 22.4% in population.
- Like the current of the American River, residents, visitors and businesses always have an opportunity to move ahead. The inventory of housing stocking, commercial and industrial space is vast allowing you to relocate or expand. Your access to the Parkway allows recreation junkies to move ahead literally!
- If you're a business that wants to establish a home base in Rancho Cordova, there are not a lot of road blocks. According to research, the City is open for business.

Rancho Cordova Brand Platform

- Target Audience: For those seeking a can-do culture,
- Frame-of-Reference: Rancho Cordova, near Sacramento on Hwy. 50 with access to miles of scenic beauty along the American River Parkway,
- Point-of-Difference: is an affordable home base, always looking for better ways of working
- Benefit: so you spend time moving forward.



Next Steps

- Approval of Brand Platform (strategy)
- Development of Creative Concepts
- Development of Brand Identity Guide
 - Logo, Strapline, Creative Expressions of the Brand
 - Brand Action recommendations
- Assembly of Final BrandPrint Report



Questions?

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Community Brand Coordinator
Kelley@northstarideas.com
615-232-2103, ext. 33

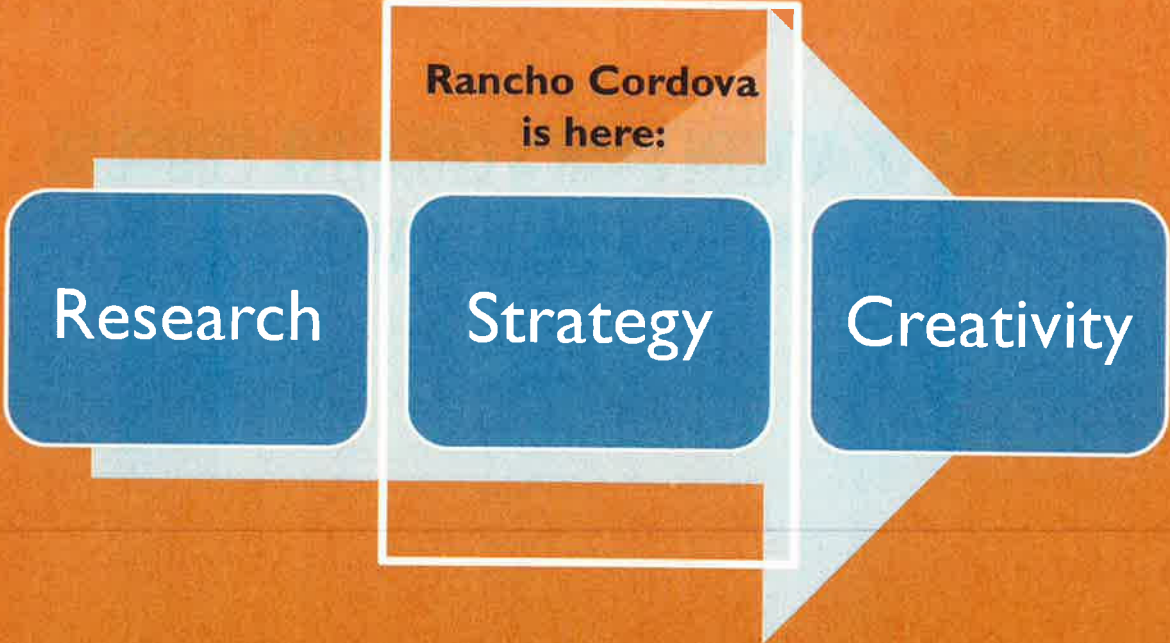
North Star Destination Strategies
www.northstarideas.com



THE NORTH STAR CREATIVE PROCESS

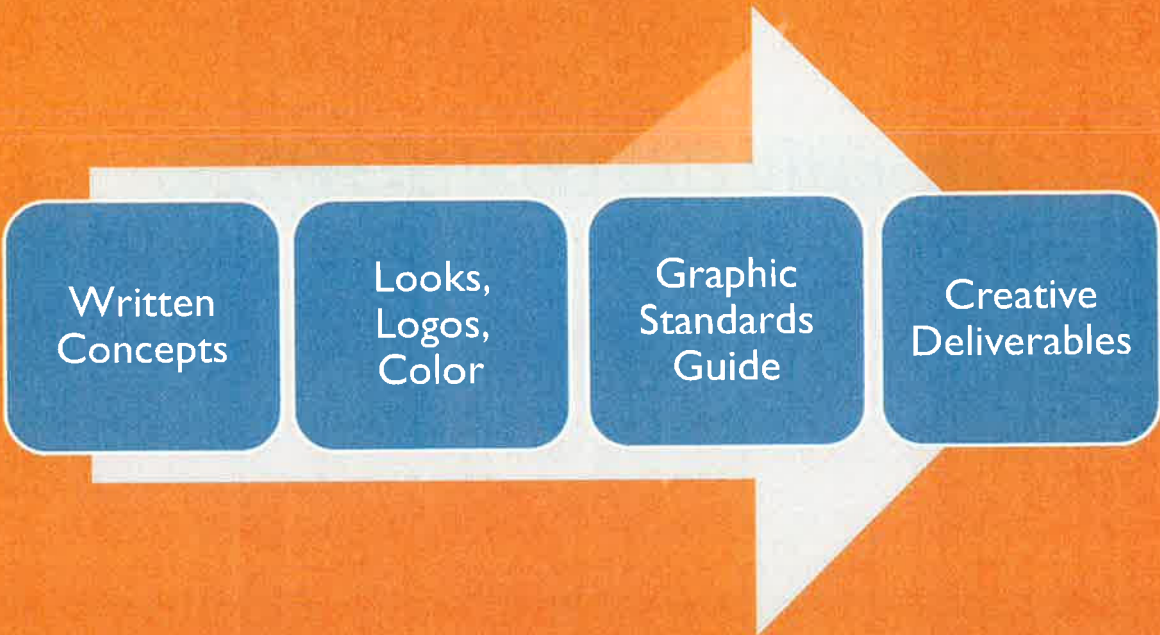
NORTH STAR DESTINATION STRATEGIES

OUR PROCESS BUILDS UPON THE RESEARCH



NORTH STAR DESTINATION STRATEGIES

CREATIVE PROCESS



NORTH STAR DESTINATION STRATEGIES

EXAMPLE OF NORTH STAR'S CREATIVE PROCESS
FROM GOSHEN, INDIANA

NORTH STAR DESTINATION STRATEGIES

GOSHEN, IN BRAND PLATFORM

- Target Audience:* For those who value community,
- Frame of Reference:* Goshen is the county seat and a manufacturing hub in Elkhart County
- Point-of-Difference:* where a tradition of being motivated by the greater good
- Benefit:* gives you a sense of harmony and the rewards of contributing.

NORTH STAR DESTINATION STRATEGIES

Step 1: Written Concepts

We're altogether — and all together — invested in Goshen's success. All involved, all-for-one, in an all-Indiana kind of place. People here are committed to the greater good. Which has helped make this an uncommonly great place to live, work and visit. It's a spirit that has always been here. It's contagious.

To fully appreciate the Goshen experience, you have to, well, come experience it with us. Join us here in Goshen and see how we're all in it together, in it for good.

Goshen, Indiana...Common Good. Uncommonly Great.

NORTH STAR DESTINATION STRATEGIES

Step 1: Written
Concepts

Step 2: Looks,
Logos, Color

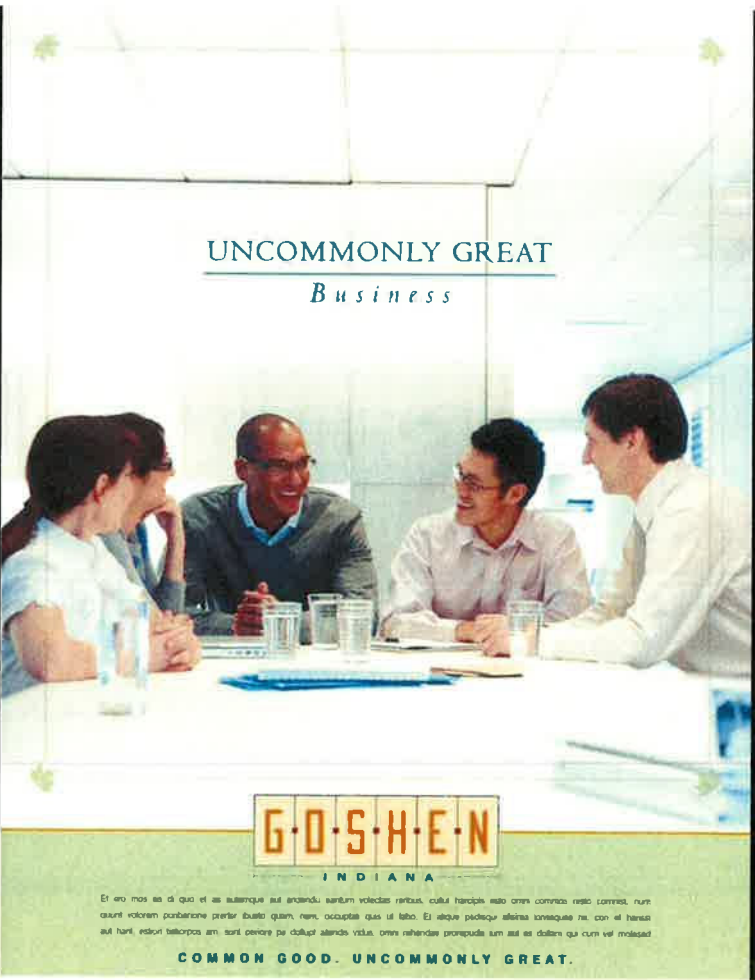
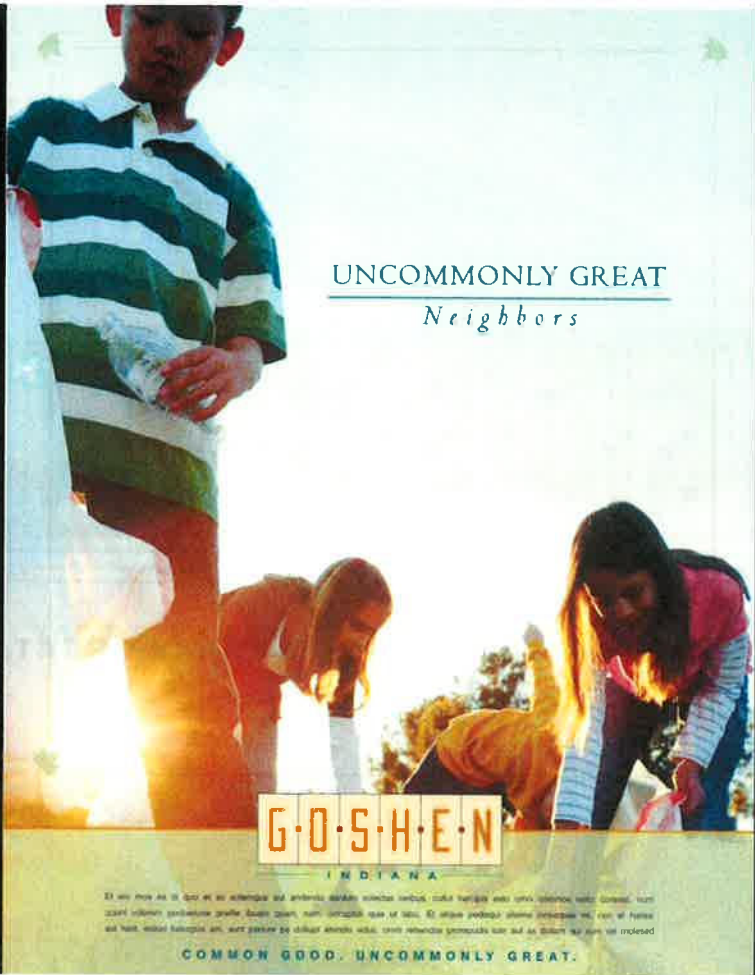
NORTH STAR DESTINATION STRATEGIES

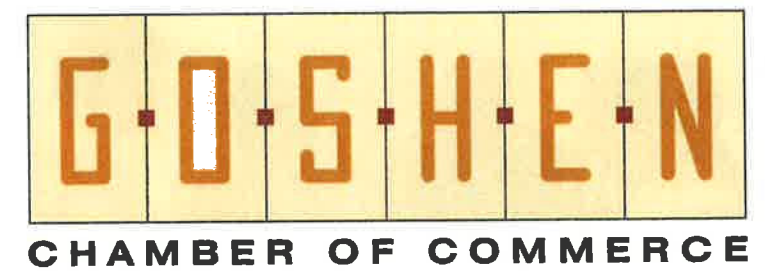
UNCOMMONLY GREAT
Medicine

GOSHEN
INDIANA

It is not easy to be a doctor. It is not easy to be a nurse. It is not easy to be a pharmacist. It is not easy to be a medical professional. It is not easy to be a healthcare provider. It is not easy to be a healthcare worker. It is not easy to be a healthcare team member. It is not easy to be a healthcare leader. It is not easy to be a healthcare innovator. It is not easy to be a healthcare pioneer. It is not easy to be a healthcare visionary. It is not easy to be a healthcare champion. It is not easy to be a healthcare hero. It is not easy to be a healthcare hero.

COMMON GOOD. UNCOMMONLY GREAT.





Written
Concepts

Looks,
Logos,
Color

Graphic
Standards
Guide

NORTH STAR DESTINATION STRATEGIES

Goshen, Indiana Logo Usage

The following guidelines illustrate the proper use of the Goshen, Indiana logo.

Full color logo

The logo may be represented in full color using either spot color or 4-color process printing techniques.



One color logo

The logo may be represented in a single color using PMS 5477, PMS 175, PMS 139, or Black with either spot color or 4-color process printing techniques.



Reversed logo

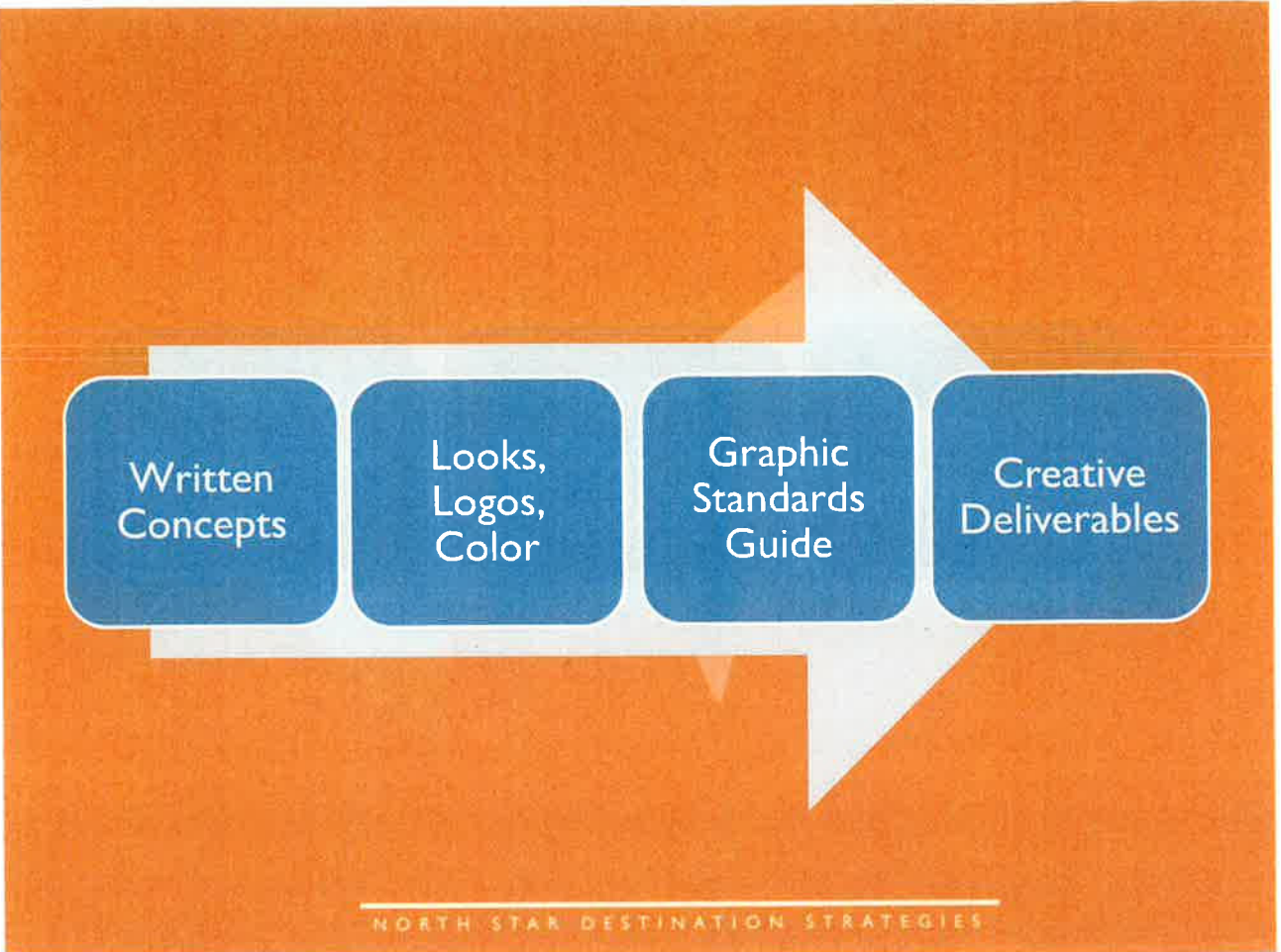
The logo may be reversed out of a dark background but should be printed on white whenever possible.

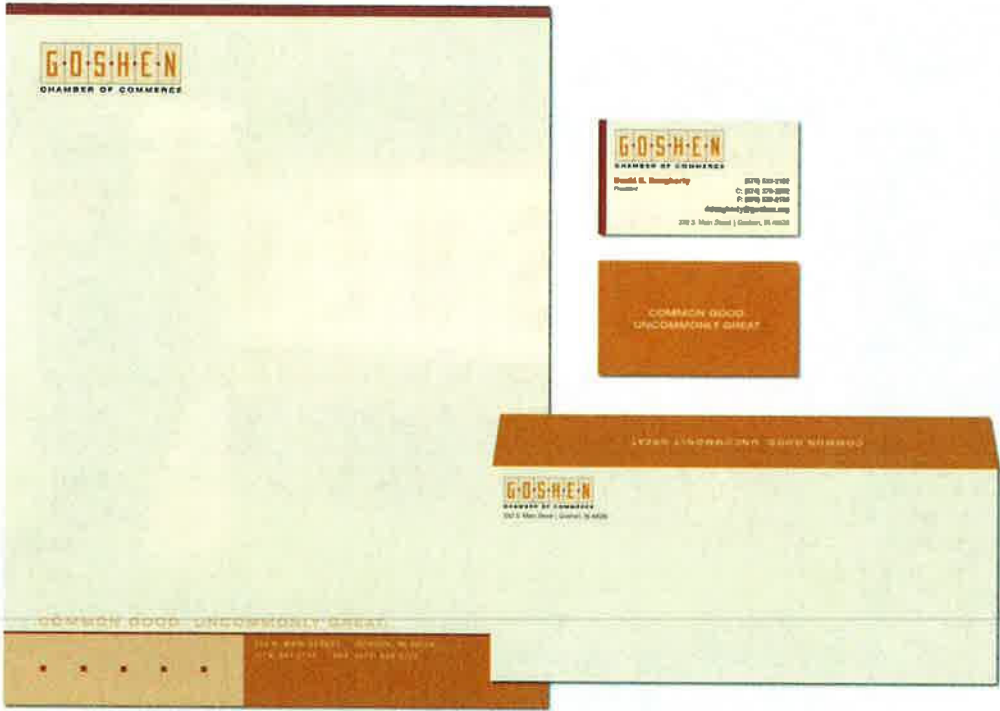


Logo elements

The elements shown may be used separately from the logo when appropriate following the above color guidelines. They may be used as a group, separately or as a pattern (as shown).

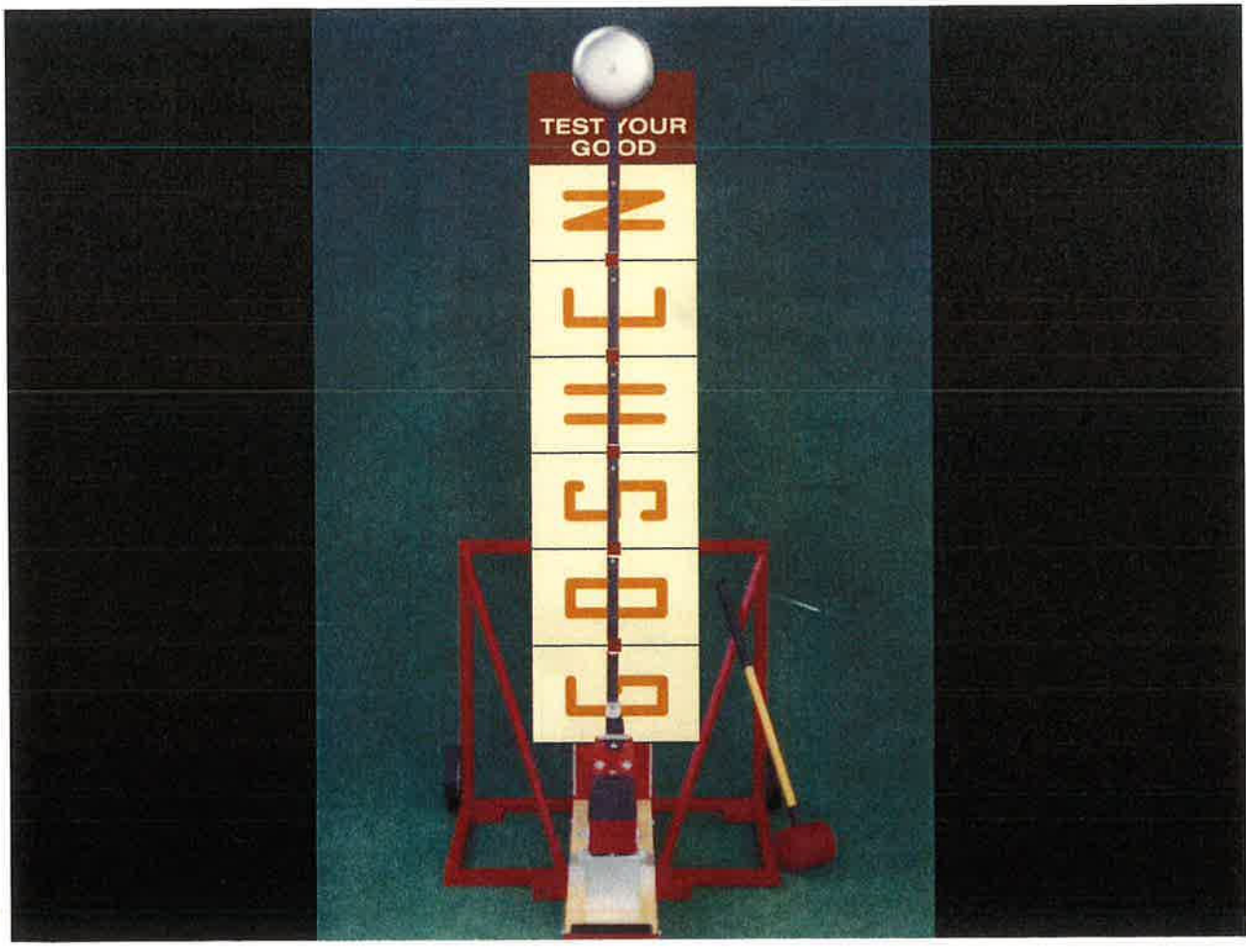












NEXT STEPS FOR RANCHO CORDOVA

APPROVAL OF BRAND PLATFORM STATEMENT

WRITTEN CREATIVE CONCEPT AND STRAPLINE PRESENTATION

DEVELOPMENT OF “LOGOS & LOOKS”

PRESENTATION OF “LOGOS & LOOKS”

NORTH STAR DESTINATION STRATEGIES



TARGET AUDIENCE:

For people seeking a small and innovative Midwestern town

FRAME-OF-REFERENCE:

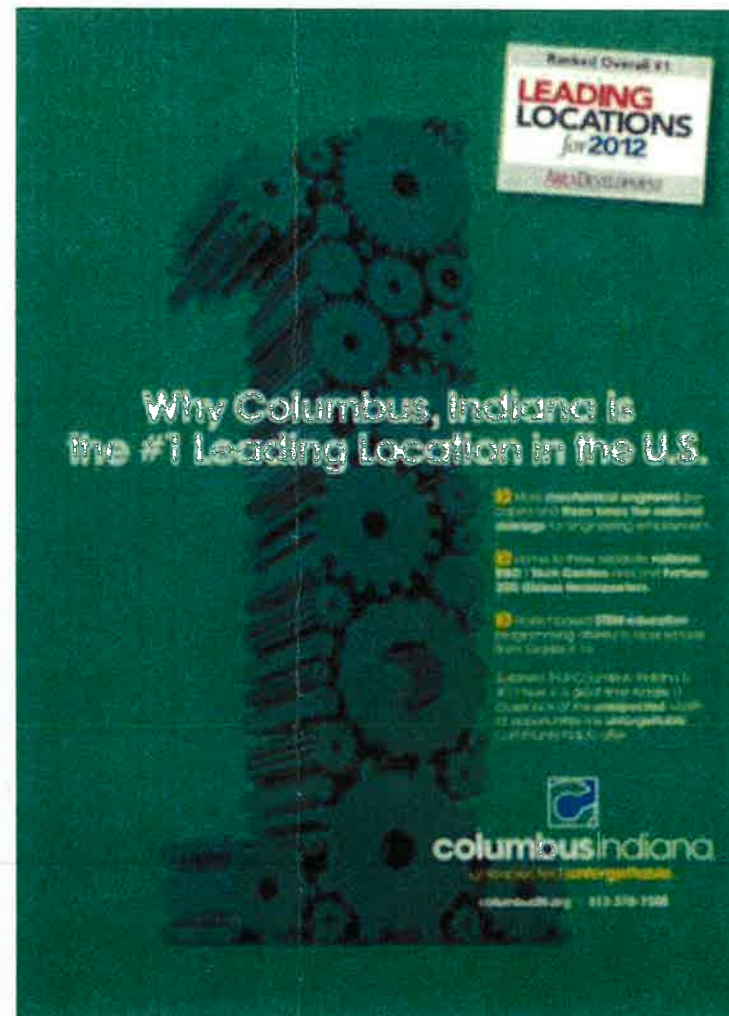
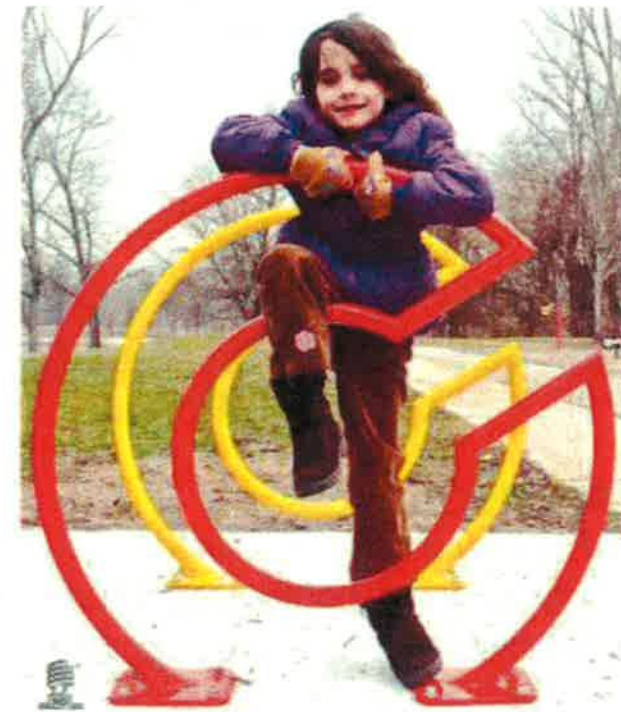
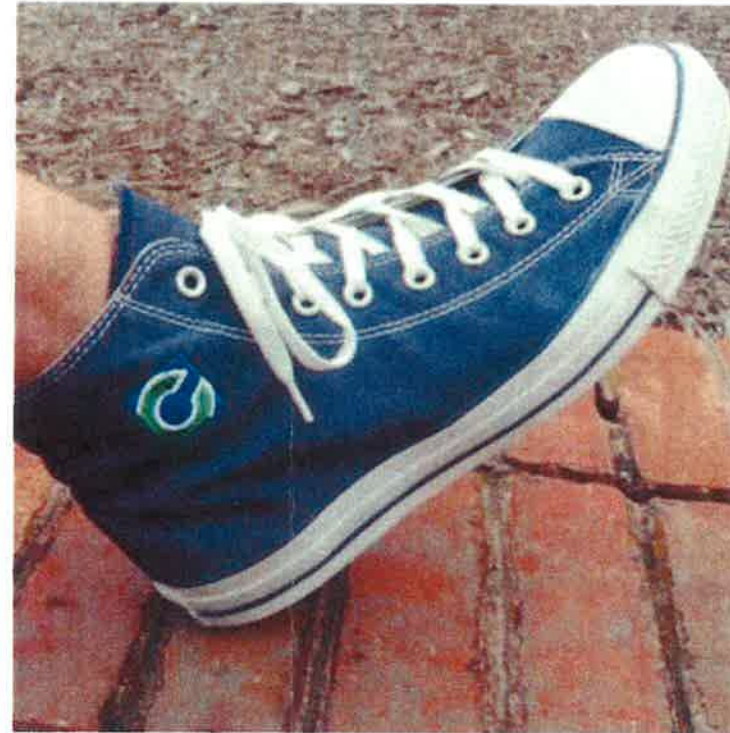
Columbus is an internationally recognized architecturally significant community within the Indianapolis, Louisville, and Cincinnati triangle

POINT-OF-DIFFERENCE:

where there's an environment of excellence,

BENEFIT:

which creates an uncommon atmosphere that inspires you to shape your world



unexpected. unforgettable.

COLUMBUS
INDIANA

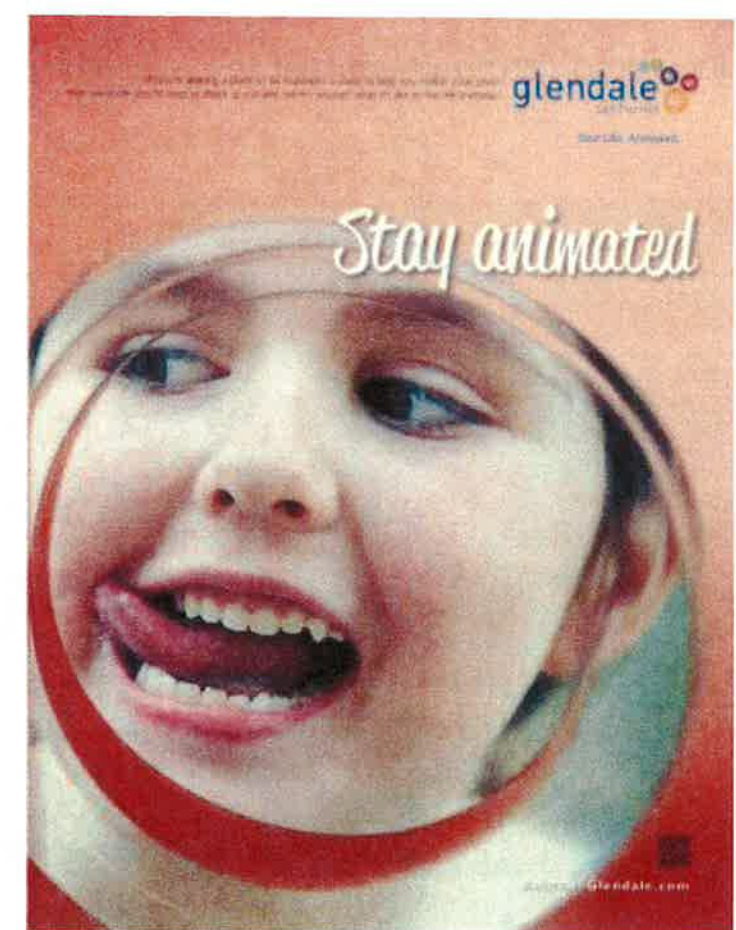
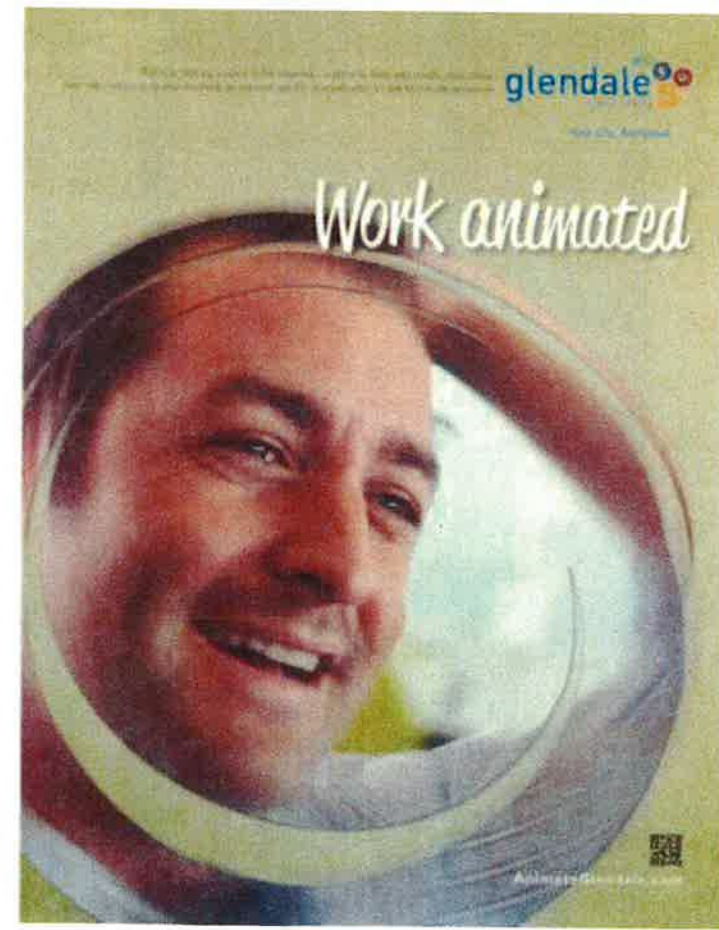
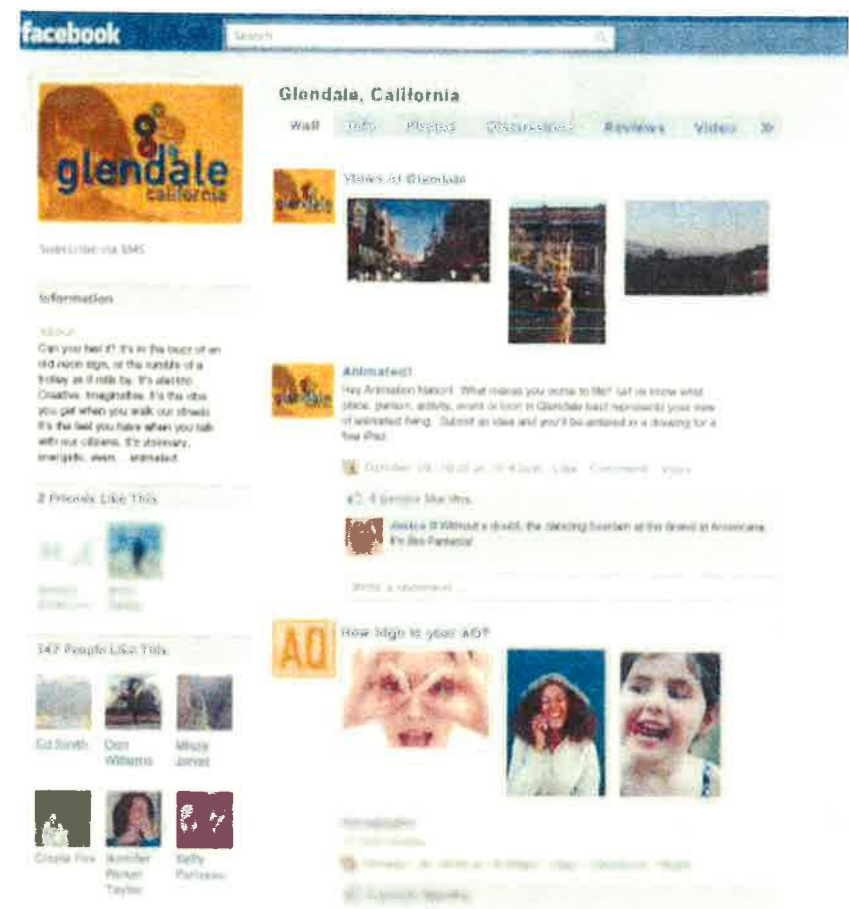


TARGET AUDIENCE:
For people who crave places with character,

FRAME-OF-REFERENCE:
Glendale is located in the center of the Golden Triangle of Freeways in L.A. County and is home to world- renowned DreamWorks and Disney Imagineering

POINT-OF-DIFFERENCE:
Where the fusion of imagination and planning that has fueled so many of her creative industries is applied to one-of-kind neighborhoods and business districts

BENEFIT:
So everyday living is a little more animated.



your life, animated

GLENDAL
CALIFORNIA

